# BENZIE COUNTY BOARD OF COMMISSIONERS

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

### **MEETING AGENDA**

**September 13, 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 – 8/23/2016

PUBLIC INPUT

### PUBLIC HEARING - TO SET THE 2016/17 BUDGET

ELECTED OFFICIALS & DEPT HEAD COMMENTS - 2 RAP Grants;

Hazardous Mitigation (Frank Post) COMMISSIONER REPORTS

COUNTY ADMINISTRATOR'S REPORT - TPOAM Contract

FINANCE – Approval of Bills

HR and PERSONNEL

COMMITTEE APPOINTMENTS -

ACTION ITEMS –

PRESENTATION OF CORRESPONDENCE

NEW BUSINESS –

10:00 Closed Session – Haider Kazim & Gregg Grant – VanDussen vs BC et al 10:15 Lisa Vogler – Taxpayers for the Maples

10:30 AES Report

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 August 23, 2016

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, August 23, 2016, 448 Court Place, Government Center, Beulah, Michigan.

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

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

Excused were: Commissioner Tucker

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

### Agenda:

Motion by Bates, seconded by Warsecke, to approve the agenda as amended, adding resolution for Rotary Charities Grant Application for AES. Ayes: Bates Carland, Griner, Sauer Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried

### Minutes:

Motion by Walterhouse, seconded by Bates, to approve the regular session minutes of August 9, 2016, as presented. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

9:03 a.m. Public Input

James Evans – thanked Mitch for all of his help, but there are still additional problems with notices for special meetings. There has been five special meetings this year and he has only received notice for one of them.

9:05 a.m. Public Input Osed

## ELECTED OFFICIALS & DEPTHEAD COMMENTS:

Ted Schendel, Benzie County Sheriff, gave an undate on the K-9 issue. He has been informed that the business the K-9 dog was purchased from has closed its door and are out of business. He will be doing research on places to purchase a new K-9 dog. Currently there is \$9,000.00 in donations for a replacement K-9 dog. It will be around \$12,000.00 for a new one, and they will try and get donations from the public.

Doug Durand, Council on Aging provided a written report; they sent out a survey to the home delivery clients; the were awarded a 2% grant from the Grand Traverse Band; Getting people to go for dental treatment at the Northwest Michigan Health Clinic; Merger agreement went out today to the Michigan Attorney (coneral's office, target date of 10/1/2016; he went over the extension and amendment of Services Agreements between the Commission on Aging, Council on Aging and Home Health Care resolution.

Frank Post, Emergency Management, stated they have received a revenue sharing grant for \$29,180.00 from the Grand Traverse Tribe, for Lucas units; meeting with Emergency Management Home Land Security Division, regarding grant approval for M-115 and Crystal Lake Outlet project on August 30, 2015; Damage assessment workshop on August 30, 2016; Law enforcement active shooter training is currently scheduled in Traverse City, another one is scheduled for November 1, 2, and 3, 2016 and maybe a third one in January or February 2017; Offering an ICS 300 class in Traverse City on October 18, 19 and 20, 2016, looking to get another one scheduled in January 2017; COMMISSIONERS Page 2 of 5 August 23, 2016

an ICS 400 class will be held in January 2017; In the final stages of putting in improvements regarding security in the lower level.

Commissioners Sauer and Walterhouse volunteered to attend any meetings for security related discussion with the courts.

Craig Johnson, EMS Director, stated they have had an active summer; July set a record for the most calls in a single month, and in August we set a record of the most calls in a single day; they need to look at staffing; he will be going with Commissioner Griner to receive the stant from the Grand Traverse Band; there was a good article in the Record Patriot of what has happened over the last year with their department.

Jaime Croel, Animal Control, introduces Kyle Maurer, he will be replacing next week. Kyle gave the board a brief description of his background.

### **COMMISSIONER REPORTS**

Comm Bates reported that he attended the ALS meeting a mira Township will be having a Music in the Park this Saturday; the Sheriff may want to contact Mike at Mid-Michigan kennel regarding a K-9 dog, which is who they use in Manistee.

Comm Carland, missed the Village of Beulan and Benzonia Township meeting as he has been busy with Planning; he has been working on the Apport Authority issues. Attorney Chuck Judson, signed off on the MPG transfer to Antrim, but it is going to cost a little bit of money; trying to get internet access at the Airport, so that the cameras feed from the Airport Tombe Frankfort Fire Station and on to the Sheriff department; wants to make it clear that the comments made in the Record Eagle article, that he is not looking at cominating aw enforcement in Benzie County.

Comm Sauer – Benzie home healthcare merger is going well; looking into an issue in the Cherry farming community called SWD partial up in abandoned or not taken care of orchards. If it shows up in the orchard the farmers cannot selling if fruit. Looking at doing a resolution regarding SWD.

Comm Walterhouse - Attending the CMI meeting on the August 11, 2016; Homestead and Inland Planning meeting on August \$2016; and Bank meeting on August 17, 2016; Joint Court meeting on August 18, 2016; and Parks and Recreation meeting on August 22, 2016.

Comm Tucker - Excused

Comm Warsecke - Attended the Colfax Township meeting on August 10, 2016; Volunteered at Benzie Central High School Fundraiser for the Track and Field.

Comm Griner - Michigan Waterway Commission had its monthly meeting in Frankfort last Friday in which a presentation was made on the cruise ship history; Met with Kathy Jordan, previously from Dutch Harbor Alaska, she was successful in bringing seven different cruise ship companies to their area; attended the Crystal Lake Township and City of Frankfort meetings.

**COMMISSIONERS** Page 3 of 5 August 23, 2016

### **COUNTY ADMINISTRATOR'S REPORT** – Mitch Deisch

Technology minutes are in the packet. Need to change member present from Frank Walterhouse to Evan Warsecke; need to replace the server at the Government Center; working towards a request/proposal regarding qualification for IT services; Register of Deeds office is making some technology upgrades; Budget will be set the first meeting in September; Public hearing on the budget will be held at the second meeting in September; AES resolution will be later in the meeting; in the process of finalizing the telephone bids.

### **FINANCE**

Bills: Motion by Walterhouse, seconded by Carland, to approve payment of the bills from August 10, 2016 to August 23, 2016 in the amount of \$734,757.64, as presented Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays Jone Motion carried.

Michelle Thompson, County Treasurer, presented a cash summary by fund report and stated that the General Fund and Jail Fund are in the negative cash balance; presented Libraries Penal Fine report for fiscal year ending June 30, 2016; presented Revente and Expenditure Report ending August 31, 2016.

### Finance Consent Calendar:

Comm. Bates removes item 1.

Motion by Walterhouse, seconded by Sauer roapprove the August 2016 Finance Committee Consent Calendar items 2 and 3 as presented. Roll All Ayes: Bates Garland, Griner, Sauer, Walterhouse and Warsecke Exc: Tucker Nays: None Motion carried.

Lisa Hoppe, 44North, presented the two health insurance options. Blue Care Network and Blue Cross

Blue Shield Simply Blue discussion was held.

Motion by Walterhouse, seconded by Bates to approve the August 9, 2016, Finance Committee Consent Calendar item 1 as follows: To offer Option Blue Care Network or Blue Cross/Blue Shield to employees as presented Rolley Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Excellege Nays Jone Motogrearried

Motion 15. Walterhouse, seconded by warsecke to approve 44North as the insurance carrier for the 2016/2017 year, authorizing chairman to sign. Roll call. Ayes: Bates, Carland, Griner, Sauer, Walterhouse and Warsecke Sc.: Tucker Nays: None Motion carried.

10:30 a.m. Comp ssioner Bates excused

Dan Smith, Jail Administrator, presented a letter from an inmate regarding how the jail ministry has helped them. A video regarding Forgotten Man Ministry was shown.

### HR AND PERSONNEL -

Motion by Warsecke, seconded by Sauer to approve the August 8, 2016 HR Committee Consent Calendar item 1 as presented. Roll call. Ayes: Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Bates and Tucker Nays: None Motion carried.

### <u>COMMITTEE APPOINTMENTS</u> –

COMMISSIONERS
Page 4 of 5
August 23, 2016

SWAC: Motion by Warsecke, seconded by Griner to appoint Roger and Jane Schultz to the Benzie County Solid Waste Advisory Committee. Ayes: Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Bates and Tucker Nays: None Motion carried.

EMS: Motion by Carland, seconded by Walterhouse to appoint Chris Parrish as the non-voting ALS representative and Catrina Stachnik be appointed as non-voting BLS Representative to the Benzie County EMS Advisory Committee. Ayes: Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Bates and Tucker Nays: None Motion carried

### **ACTION ITEMS**

Motion by Walterhouse, seconded by Sauer, to approve the long distance contract with Union Worker Communications as presented, authorizing chairman to sign. Rolling Carland, Sauer, Walterhouse, Warsecke and Griner. Exc: Bates and Tucker Nays: None Motion Carried

Motion by Carland, seconded by Warsecke, to approve the Extension and Amendment of Services Agreement between Benzie County Commissioners (also serving as the Commission Aging) and the Benzie County Council on Aging (BCCOA) and Benzie Home Health Care (BHHC) as presented, authorizing chairman to sign. Roll call. Ayes: Carland, Saler, Walterhouse, Warsecke and Griner. Exc: Bates and Tucker Nays: None Motion Carried.

Commissioners are requesting that a representative from AES come to the Board of Commissioners meeting and report what they are doing for Benzie County and show any progress they have made. Mitch is to contact AES to have them come to the next Board of Comprissioners meeting.

Motion by Griner, seconded by Walterhouse, to approve Resolution 2016-021 for a grant application to Rotary Charities of Traverse City for Economic Development/Alliance for Economic Success resolution. Roll call, Ayes: Carland Griner, Sauer, Walterhouse and Warsecke Exc: Bates and Tucker Nays: None Motion carried.

### CORRESPONDENCE

Minutes from Benzie County Road Commission meeting of July 28, 2016

### **NEW BUSINESS** – None

11:50 a.m. Public Input - Non

Motion by Griner, seconded by Warsecke, to adjourn until the September 13, 2016 Regular meeting or the call of the chair. Aves: Carland, Griner, Sauer, Walterhouse and Warsecke Exc: Bates and Tucker Nays: None Motion carried

### **INDEX**

- 1. Approve payment of the bills from August 10, 2016 to August 23, 2016 in the amount of \$734,757.64.
- 2. Approve the August 9, 2016 Finance Committee Consent Calendar items 2 and 3.
- 3. Approve the August 9, 2016 Finance Committee Consent Calendar 1.
- 4. Approve 44 North as the insurance carrier for the 2016/2017 year.
- 5. Approve the August 8, 2016 HR Committee Consent Calendaritem 1.
- 6. Appoint Roger and Jane Schultz to the Benzie County Solla Waste Advisory Committee.
- 7. Appoint Chris Parrish as the non-voting ALS representative and Causa Stachnik be appointed as non-voting BLS Representative to the Benzie County EMS Advisory Committee.
- 8. Approve the long distance contract with Union Worker Communications.9. Approve the Extension and Amendment of Services Agreement between Benzie County Commissioners (also serving as the Commission on Aging) and the Benzie County Council on Aging (BCCOA) and Benzie Home Health Care (BLEC).
- 10. Approve the Gant application to Recary Charities of Traverse City for Economic Development/Alliance for Economic Success resolution.



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

- 1. Removed from Consent Calendar.
- 2. To amend the 2015-16 Budget for Emergency Management in the amount of \$900 as presented.
- 3. To amend the 2015-16 Budget for EMS in the amount of \$31,100 as presented.

HR COMMITTEE – Special Page 2 of 2 August 8, 2016

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

1. To approve the COAM Road Command Unit contract as presented.

### BENZIE COUNTY NOTICE TO THE PUBLIC BUDGET HEARING

AS REQUIRED BY MCL 141.412, A PUBLIC HEARING WILL BE HELD ON THE PROPOSED 2016-2017 BUDGET AT THE GOVERNMENT CENTER IN BEULAH, BEGINNING AT:

9:00 a.m. Tuesday, September 13, 2016

AS REQUIRED BY THE TRUTH IN BUDGETING ACT, THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET WILL BE A SUBJECT OF THIS HEARING.

COPIES OF THE PROPOSED BUDGET WILL BE AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE COUNTY CLERK BEGINNING FRIDAY, SEPTEMBER 16, 2016.

Benzie County 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 upon twenty-four (24) hours notice to Benzie County. Individuals with disabilities requiring auxiliary aids or services should contact the Benzie County Clerk by calling as follows:

Dawn Olney Benzie County Clerk (231) 882-9671

Posting Date: 9/1/2016 Posting Time: 3:30 p.m.

Please Publish September 7, 2016 Ad should be 2 x 5 and in the regular section of the paper. Bill account 43100200.

Thank you,

Dawn Olney Benzie County Clerk

# Elected Officials and Department Head Comments

# 2016 BENZIE COUNTY HHW AND ELECTRONICS COLLECTIONS - TOTAL SERVED

26 85 7 7 70 29 56 13 77 13	479
ALMIRA BENZONIA BLAINE COLFAX CRYSTAL LAKE CITY OF FRANKFORT GILMORE HOMESTEAD INLAND JOYFIELD LAKE PLATTE	PEOPLE TOTAL SERVED

Hazardous Waste Collected: 23,865 lbs.

Electronics Collected: 23,654 lbs.

Latex Paint Collection: 3,275 lbs.

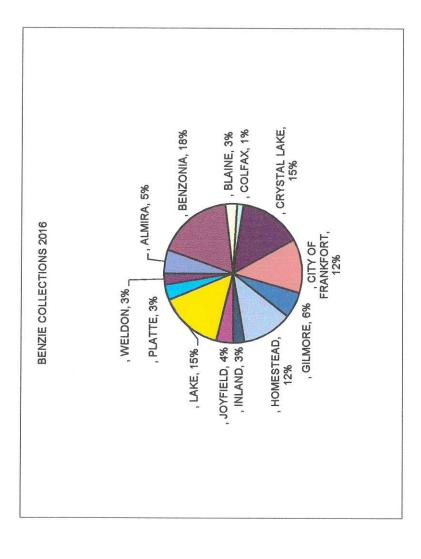
TIRE COLLECTIONS TOTAL: 3762 PTE (OVER 65 TONS)

FRANKFORT: 1,604 PTE (2 SEMI TRAILERS FILLED) HONOR: 944 PTE (1 SEMI TRAILER FILLED) THOMPSONVILLE: 1214 PTE (1 SEMI TRAILER FILLED)

2016 SCRAP TIRE COLLECTIONS

JULY WAS A RECORD MONTH FOR BIN PULLS! 110 BIN PULLS TOTALING 106.71 TONS OF RECYCLABLES  SEP 0 6 2016

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



August 19, 2016

TO: David Shaffer, Benzie County

FROM: Sarah Archer, President, Iris Waste Diversion Specialists

Tim Ervin, Alliance for Economic Success

RE: Participation in Regional Resource Recovery Project

RECEIVED

SEP 0 6 2016

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

The purpose of this communication is to determine your interest in participating in a multi-jurisdictional project to develop a sustainable regional resource recovery program.

We recently received funding for this project under a \$30,000 grant from the U.S. Department of Agriculture, Rural Development. We are initially approaching Mason County, Wexford County, Benzie County, Grand Traverse County and Leelanau County as well as the Little River Band of Ottawa Indians and local units in Manistee County to assess interest and readiness to participate.

It is important to recognize that the project will be driven by the participating governmental jurisdictions and that there are no preconceived ideas about the location, leadership, management or type of organization that may be identified as the "ideal" solution for a sustainable resource recovery program.

### **Project Phases**

The project will consist of five phases over an approximate 12-16 month period:

Phase	Purpose
1 .	Assess jurisdictions that are willing and ready to participate, signified by a resolution from the governing body of the jurisdiction.
2	Gather and assess data and other information to determine recycling rates and volumes of participating jurisdictions and aggregate the data/information.
3	Identify options for a sustainable Regional Resource Recovery program for the participating jurisdictions, including private, public and private-public options.
4	Evaluate and determine the ideal option and an associated implementation strategy.
5	Development of the ideal option

### Roles

Ms. Sarah Archer of Iris Waste Diversion Specialists will be the primary contractor and serve as the Regional Resource Recovery Project Director. Ms. Archer has over 22 years of experience in resource recovery and recycling programs. As president or her firm, she has worked with local governments throughout Michigan to develop and help oversee resource recovery programs. She is very familiar with the programs and key staff in most of the jurisdictions that may be collaborators in this project. Her firm is recognized for their work in developing community solutions, public education and outreach and data tracking and program assessment.

Participating jurisdictions in this project will be expected to do the following:

- 1. Support the goal of the project to identify/develop a sustainable resource recovery program.
- 2. Provide data/information that is available to support analysis and quantification of critical mass.
- 3. Participate in the identification of options and the determination of the ideal option.
- 4. Assist in developing an implementation strategy and advocate for that strategy.

### The Alliance for Economic Success will:

- 1. Serve as fiduciary for grants that support this project, including contracting with Iris Waste Diversion Specialists.
- 2. Provide administrative support for the project.
- 3. Assist Sarah Archer as needed with project coordination and facilitation.

### **Next Steps**

We are asking each governmental jurisdiction that wants to participate in the project to signify that through passage of resolution such as the attached. We would like to have resolutions from all governmental units that choose to participate in October 2016.

In early November, we will convene all of the governmental jurisdictions to kick off the project and begin the process of gathering and synthesizing available data.

We appreciate your time in considering your participation in this project. If you have questions, please contact either of us at the contact information given below:

- Sarah Archer, Iris Waste Diversion Specialists
- Email: sarah@iriswastediversion.com
- Mobile Phone: 734-476-2186
- Tim Ervin, Alliance for Economic Success
- Emall: timervinassoc@gmail.com
- Mobile Phone: 231-794-0089



### Benzie County Office of Emergency Management

# **Emergency Management Activities August 2016**

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

1. City of Frankfort Independence Day After Action Review

On Monday August 1<sup>st</sup>, 2016 we had a meeting at the Frankfort Fire Department to discuss the lessons to be learned from the operations that this year's Independence Day Activities.

2. On Line Training

On Tuesday August 2<sup>nd</sup> and Wednesday August 3<sup>rd</sup>, 2016 I participated in a series of one hour webinars that focused on explosives. They included;

- Homemade Explosives Awareness and Precursor Awareness (HME-P)
- Improvised Explosive Device Construction and Classification (IED-CC)
- Improvised Explosive Device Explosive Effects Mitigation (IED-EEM)
- Protective Measures Awareness (PMA)
- Response to Suspicious Behaviors and Items (RSBI)
- Introduction to the Terrorist Attack Cycle (ITAC)

RECEIVED

SEP 08 206

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

3. Region 7 Homeland Security Planning Board

On Thursday August 4th, 2016 I attended the R7HSPB meeting held at Otsego Lake County Park.

4. Benzie County Showcase

On Saturday August 6<sup>th</sup>, 2016 Benzie County EMS, Benzie County Central Dispatch, Benzie County CERT and Emergency Management set up the COM Van in Downtown Beulah for the Benzie County Showcase.

5. Monthly Benzie County CERT Meeting

On Wednesday August 10<sup>th</sup>, 2016 we had a monthly meeting/training of the CERT Program. We continued our training on Search and Rescue Management primarily focused on land searches.

6. Meeting with the new Benzie County Central School Superintendent

On Monday August 15<sup>th</sup>, 2016 Director Ronald Berns and I met with the new Superintendent of the Benzie Central Schools, Matt Olson. We had lengthy discussions regarding emergency response protocols and possibly some upcoming response training.

7. LEPC Meeting

On Monday August 15<sup>th</sup>, 2016 we had a meeting of the LEPC where we discussed a complete rewrite of the by-laws that the LEPC operates under. Unfortunately, we did not have a quorum and postponed any action to the September Meeting.

8. Attendance at the Benzie County Fire/EMS Association Meeting

On Tuesday August 16<sup>th</sup>, 2016 I attended the Benzie County Fire/EMS Association Meeting at the Frankfort Fire Department. They are continuing to work on setting up the Tax Exempt Status as well as checking accounts and other organizational matters.

9. CERT Deployment to Benzie Central Schools Track Concert

BCS request personnel to assist with crowd control at the August 20<sup>th</sup>, 2016 track fundraiser. CERT supplied 4 personnel at the event.

10. Meeting with Grand Traverse County Emergency Manager on CERT Program

On Monday August 22<sup>nd</sup>, 2016 I met with Greg Bird of the Grand Traverse County Emergency Management, as well as interested individuals on the development of a CERT Program for Grand Traverse County.



11. Attendance at a Workshop on Communications Exercise Design

On August 24<sup>th</sup>, 2016 Director Ron Berns and I attended an Exercise Design Workshop in Grand Rapids. The workshop went into great detail in designing a Communications Exercise from the table top to the functional exercise phase.

12. Meeting of the Local Emergency Planning Committee Local Planning Team (LPT) On Thursday August 25<sup>th</sup>, 2016 we held our LPT meeting in the EOC.

The main topic of discussion was Neighborhood Emergency Help Centers - their function and setup. The information was presented by James Reardon from the Benzie/Leelanau Health Department.

We also went over the update of Emergency Action Guidelines (EAG's) for the various disciplines including;

- (1) Communications
- (2) Damage Assessment
- (3) Emergency Medical Services
- (4) Law Enforcement
- (5) Public Health
- (6) Warning
- (7) Fire Service

With the exception of Fire Service, the other 6 were signed off on. Because of the impending retirement of Chief John Hanmer of the Benzonia Township Fire Department, the Benzie County Fire Chief's must select someone to review and approve the Fire Annex.

Other discussions included;

- a. FEMA Hazard Mitigation Grants Updates M-115 Acquisition and Building Demolition Project.
- b. Region 7 Grant Projects (Law Enforcement Terrorist Prevention Activities) LETPA
  - (1) The original request from the Benzie County Sheriff's Office/Frankfort PD for External Hard Body Armor was withdrawn because external armor was only available to officers assigned to a tactical team. In its place, the Sheriff request approximately \$6,000 for SCUBA diving equipment.

We also talked about some upcoming training opportunities that include:

- (1) Damage Assessment Workshop August 30th, 2016 from 1:00pm to 5:00pm Benzie County
- (2) PER-275 and PER-275-1 TTT Law Enforcement Active Shooter Emergency Response (LASER) courses by TEEX Grand Traverse County EOC, August 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup>, 2016 Register in MI-Train

(3) AWR-213 Critical Infrastructure Security & Resilience Awareness Course by TEEX Grand Traverse County EOC, September 21<sup>st</sup>, 2016 Register on MI-Train

(4) MGT-414 Advanced Critical Infrastructure Protection (TEEX) Grand Traverse County EOC, September 22<sup>nd</sup>, 2016 Register on MI-Train

(5) MGT-904 ICS-300 Intermediate Incident Command System for Expanding Incident including ICS-347 Forms training (EMI-L-300) by TEEX Grand Traverse County Health Dept. Training Rm. October 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup>, 2016

13. CERT Deployment to assist with Traffic and Crowd Control at Almira Township Music in the Park

On August 27<sup>th</sup>, 2016 we had 8 CERT personnel assist with traffic and crowd control at the Almira Township Music In the Park.



14. Hazard Mitigation Grant Program Meeting with EMHSD Personnel

On August 30<sup>th</sup>, 2016 Treasurer Michelle Thompson, Chief Deputy Amy Herczak, Todd Vigland of the Grand Traverse Land Conservancy and I met with representative of the Michigan State Police Emergency Management and Homeland Security Division regarding the Property Acquisition on M-115. We went over the obligations of the county as well as the reporting requirement to the State of Michigan. We were then provided grant acceptance documents which I will discuss with the Board of Commissioners at their September 13<sup>th</sup>, 2016 meeting.

15. Damage Assessment Workshop

Also on August 30<sup>th</sup>, 2016 we hosted a Damage Assessment Workshop to better train our responders how to accurately collect damage information in the event of a disaster. We had 27 persons in attendance from Northwest Michigan, of which 14 were from Benzie County including our Equalization Department, local assessors and CERT personnel.

### 16. Upcoming Events

I have scheduled the following for the next two months;

September 1<sup>st</sup> – R7HSPB Meeting-Grayling

September 14th - CERT Monthly Meeting and Training

September 19<sup>th</sup> – LEPC Meeting in the EOC

September 21st – AWR-213 Critical Infrastructure Security and Resilience Awareness Workshop

September 22<sup>nd</sup> – MGT-414 Advanced Critical Infrastructure Protection

September 22<sup>nd</sup> – LPT Meeting in the EOC

October 5th, 6th and 7th, - MEMA Conference Petoskey

October 12th - CERT Monthly Meeting and Training

October 13th – R7HSPB Meeting-Grayling

October 17th - LEPC Meeting in the EOC

October 18th - MGT-347 ICS Forms Class- Traverse City

October 18th - Benzie County Fire/EMS Association

October 27th -LPT Meeting in the EOC



### Memorandum

To: Roger Griner, Chair

Benzie County Board of Commissioners

From: Frank Post, Emergency Management Coordinator

August 31st, 2016

Subject: Hazardous Mitigation Property Acquisition Grant Acceptance

Attached are the Grant Agreement documents for the purchasing the land at 4696 Frankfort Highway in Crystal Lake Township, Benzie County Michigan. The grant is for \$127,935.00 for the purchase and demolition of the structures on the property and making the parcel a part of the Railroad Point Natural Area.

If you will recall, the home on that property has flooded twice in a period of 3 years and the National Flood Insurance Program has had to pay significant claims for the damage. There was interest on the part of the Benzie County Parks and Recreation Commission to acquire the property as a part of the Railroad Point Natural Area (NA). Prior to my becoming part of this process, the Parks and Recreation Commission had been working with the Grand Traverse Land Conservancy and the property owner to make the 3+ acres part of the Railroad Point NA. The acquisition squared up the boundaries between the Betsie Valley Trail and the Railroad Point NA and would eliminate an eyesore of an abandoned and deteriorating property adjacent to a beautiful recreation area.

### HISTORY OF APPLICATION PROCESS

The Benzie County Board of Commissioners authorized me to submit a "Notice of Intent" to apply for Flood Mitigation Grant Funds in March of 2015 for the acquisition of the piece of property located at 4696 Frankfort Highway in Crystal Lake Township, Benzie County Michigan. Michigan State Police Emergency Management and Homeland Security (MSP-EMHSD) then reviewed the project for eligibility and invited us to submit a pre application. In June of 2015 the Board of Commissioners then authorized a Pre Application to the for the subject property. A full application was authorized by the Board of Commissioners and submitted in September of 2015

### PROJECT FUNDING

While the entire project is \$127,935.00, it is broken down to a 75% (\$95,951) Federal Share and 25% (\$31,984) Local Share Grant. The Federal Share specifically comes from Flood Insurance premiums and not from tax dollars. The intent of this particular grant program is to eliminate structures located in high risk locations that are susceptible to reoccurring flooding. For its part, the Benzie County Parks and Recreation Commission has identified the local funding for this project as coming from two (2) sources.

Grand Traverse Regional Land Conservancy \$18,426.75

Endowment Fund held by Benzie County for \$13,582.00

### RECOMMENDATION

I recommend the Benzie County Board of Commissioners;

1. Accept the Hazard Mitigation Grant Program Grant.

- 2. Authorize the Benzie County Grant Administrator (County Treasurer Michelle Thompson) sign the grant agreement documents on behalf of the county.
- 3. Authorize the Benzie County Grant Administrator to execute all documents and enter into the agreements specified in the grant documents.

AUG 3 1 2016

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



# STATE OF MICHIGAN DEPARTMENT OF STATE POLICE

RICK SNYDER GOVERNOR

LANSING

COL. KRISTE KIBBEY ETUE

July 14, 2016

Mr. Frank Post Emergency Management Coordinator Benzie County Office of Emergency Management 448 Court Place Beulah, Michigan 49617-9518

Subject: 4195-DR-MI Hazard Mitigation Grant Program

Dear Mr. Post:

Enclosed is the 4195-DR-MI Hazard Mitigation Grant Program (HMGP) grant agreement package for the Benzie County project. Please return the required grant documentation listed on the enclosed *Subgrantee Checklist* to our office.

Please note the enclosed Record of Environmental Consideration (REC) from the Federal Emergency Management Agency (FEMA) Regional Environmental Officer. The project conditions outlined in the approved REC (Section V. Environmental Review Project Conditions) must be fulfilled while completing the grant.

If you have any questions regarding this correspondence, please contact Mr. Matt Schnepp at 517-284-3955.

Sincerely

Anthony P. Katarsky, Assistant Division Director

Governor's Authorized Representative

Emergency Management and Homeland Security Division

Enclosures (11)

cc: Lt. Michael deCastro, MSP/EMHSD Seventh District Coordinator

# State of Michigan Hazard Mitigation Assistance Grant Agreement for 4195-DR-MI Hazard Mitigation Grant Program

April 27, 2016 to June 21, 2019

CFDA Number: 97.039 Project Number: P4195.3

This 4195-DR-MI Hazard Mitigation Grant Program (HMGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Subgrantor), and the

### BENZIE COUNTY

(hereinafter called the Subgrantee)

### Purpose

The purpose of this grant agreement is to assist the Subgrantee in the implementation of P4195.3 (hereinafter called the Project) -- a project to provide supplementary financial assistance for the implementation of cost-effective hazard mitigation measures that will permanently reduce or eliminate the long-term risk to human life and property from natural, technological or human-caused disasters and their effects. HMGP program funding is awarded by the Federal Emergency Management Agency (FEMA) and is administered by the Subgrantor.

### II. Objective

The principal objective of this grant agreement is to provide financial assistance to the Subgrantee. The Subgrantee must complete the approved measures detailed in the attached 4195 HMGP formal application submitted by the Subgrantee, and summarized as follows:

Project number P4195.3 is for Benzie County. This project is to acquire and demolish a flood prone home located at 4696 Frankfort Highway, Frankfort, MI 49635 with an approximate Latitude and Longitude of 44.6322 and -86.1406. Work to perform includes removal of the house and outbuildings, removal of the septic tank, water well abandonment, site grading, and restoration with topsoil, seed, and mulch. Following acquisition and demolition, the property will be deed-restricted as permanent open space. The purchase price will be determined by a county hired appraiser. The seller may have a second appraisal made at the seller's expense. If two appraisals are made, the State Hazard Mitigation Officer will hire a third appraiser to mediate between the two values. No properties other than 4696 Frankfort Highway, Frankfort, MI 49635 may be purchased as part of this grant.

No modifications to the approved scope of work can be implemented without prior FEMA approval. Requests for modifications to the scope of work must be made to FEMA through the Subgrantor and supported by adequate justification in order to be processed. All expenses, including local match, must be appropriately documented and reasonable to be eligible for reimbursement. Expenses that are not related to the approved scope of work and budget are not eligible for reimbursement under the provisions of this grant agreement. Line items in the approved cost estimate (from the attached 4195 HMGP formal application submitted by the Subgrantee) may not fluctuate by more than 10% without prior approval from FEMA.

### III. Statutory Authority

This grant agreement is made pursuant to the HMGP, Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5170c.

The Subgrantee agrees to comply with all HMGP Grant Program requirements in accordance with the Hazard Mitigation Assistance (HMA) FY 2013 Unified Guidance, located at: http://www.fema.gov. The Subgrantee also agrees to comply with regulations, including but not limited to the following, as applicable:

### A. Administrative Requirements

1. 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)

- 2. 2 CFR, Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- 3. 44 CFR. Part 10. Environmental Considerations

B. Cost principals

- 1. 2 CFR, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 CFR, Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 CFR, Part 31.2 Federal Acquisition Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations

[The above referenced Code of Federal Regulations (CFR) documents are online at http://www.ecfr.gov]

C. Audit Requirements and Other Assessments

- 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars\_default
- 2. Public Law 107-300, Improper Payments Information Act (IPIA) of 2002 located at http://www.dol.gov/ocfo/media/regs/IPIA.pdf

### IV. Hazard Mitigation Grant Program Award Amount and Restrictions

FEMA has approved a federal share for this project in the amount of:	\$ 95,951
Total estimated cost of this mitigation project is	\$ 127,935
Total 4195 HMGP contribution is	\$ 95,951
Total nonfederal contribution is	\$ 31,984

Federal assistance is made available within the limits of funds available from Congressional appropriations for such purposes in accordance with the Stafford Act, Executive Orders 12148 and 12673, appropriate regulations found in Title 44 of the Code of Federal Regulations (CFR), as amended and currently applicable handbooks. Federal funds provided under the Stafford Act for the Hazard Mitigation Grant Program are limited to a maximum of 75 percent of the total eligible costs. If there is a cost under-run for the project, final reimbursement for the federal share of the project costs will be adjusted based on actual costs of the project. The Subgrantee shall provide the required nonfederal matching funds.

Adjustments may be made among cost line items in the approved budget (from the 4195 HMGP formal application submitted by the Subgrantee) up to a cumulative threshold of 10% of the total budget without seeking formal approval from FEMA. Adjustments exceeding this threshold must be approved in advance by FEMA. Requests for a budget revision must be made to FEMA through the Subgrantor and supported by adequate justification in order to be processed. The federal share will not be increased.

Any costs incurred <u>prior</u> to September 25, 2014 (the date 4195-DR-MI was declared a disaster), are not allowable costs for the grant. Eligible costs incurred prior to the award but on or after September 25, 2014 are allowable if identified as separate (pre-award) line items in the application cost estimate and approved by FEMA.

### V. Responsibilities of the Subgrantee

4195 HMGP funds must supplement, not supplant, state or local funds. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The Subgrantee may be required to supply documentation certifying that it did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

The Subgrantee agrees to follow all responsibilities set forth in this grant agreement. Section V includes a list of these responsibilities with further detail provided in following sections. If the Subgrantee becomes unable to fulfill the responsibilities of Section V, refer to Section XI for instructions on how to terminate this agreement. The Subgrantee agrees to comply with all applicable federal and state regulations and program requirements, including the following:

- A. In addition to this 4195 HMGP grant agreement, Subgrantees shall complete, sign, and submit to the Subgrantor the following documents, which are incorporated by reference into this grant agreement:
  - 1. Standard Assurances
  - 2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement
  - 3. State of Michigan Audit Certification (EMD-053)
  - 4. Request for Taxpayer Identification Number and Certification (W-9)
  - 5. Other documents that may be required by federal or state officials
- B. The 4195 HMGP Grant covers eligible costs from September 25, 2014 until June 21, 2019. Allowable costs are only those specifically detailed in the attached 4195 HMGP formal application submitted by the Subgrantee. For costs incurred between September 25, 2014 and April 27, 2016, only those that are specifically identified in the attached 4195 HMGP formal application submitted by the Subgrantee as "preaward" costs are eligible for reimbursement.
- C. The Subgrantee shall provide at least 25 percent matching funds from nonfederal sources. Approval of in-kind match is at the sole discretion of the Subgrantor; the Subgrantor reserves the right to deny or adjust in-kind match, if necessary. (Community Development Block Grant funds, though federal in origin, lose their federal identity and are an acceptable matching source.)
- D. Make all purchases and/or procure services in accordance with grant guidance and local purchasing/procurement policies.
- E. Implement the project in conformance with 44 CFR, Part 80, Property Acquisition and Relocation for Open Space located at http://www.ecfr.gov.
- F. The Subgrantee shall maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP. If the Subgrantee fails to maintain good standing in the NFIP and to enforce NFIP requirements for all development in identified flood hazard areas, the Subgrantee shall repay to Subgrantor the 4195 HMGP funds related to the Project.
- G. The Subgrantee shall comply with all applicable codes, standards, and permitting requirements that pertain to this project and shall provide maintenance as appropriate and required for the life of the Project.
- H. Submit quarterly progress reports to the Subgrantor on the status of this approved project. Quarterly progress reports must be submitted on form EMD-16 no later than 15 days following the end of the fiscal quarter. Quarterly reports shall be submitted each quarter until the project is complete and all grant requirements have been met (starting with the quarter in which this grant agreement was issued). The due dates for quarterly reports are identified in Section VII of this agreement.
- I. Comply with applicable financial and administrative requirements set forth in the current edition of 44 CFR, Part 13 including the following provisions:

1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.

2. Retain all financial records, supporting documents, statistical records, and all other records pertinent to the 4195 HMGP for at least three years after the financial close-out date of this grant program by FEMA for purposes of federal and/or state examination and audit.

3. Perform the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" as further described in 44 CFR, Part 13. Random audits shall be performed to ensure compliance with applicable provisions.

4. Subgrantor and the Subgrantee 4195 HMGP information constitute records subject to the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq. See section XV for more information.

J. Environmental and Historic Preservation Program (EHP): The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The EHP engages in a review process to ensure that federally-funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. The Subgrantee shall not undertake any project having the potential to impact EHP resources without prior approval.

Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.

All necessary permits must be obtained for the project and are the responsibility of the Subgrantee. The project must be implemented in conformance with 44 CFR, Part 9, Floodplain Management and Protection of Wetlands, 44 CFR, Part 10 Environmental Considerations, and the environmental conditions that have been identified through the National Environmental Policy Act review. These conditions can be found in one or more of the following FEMA documents:

- Record of Environmental Consideration
- Categorical Exclusion ("CATEX") Letter/Memo
- Environmental Assessment
- Finding of No Significant Impact

### VI. Responsibilities of Subgrantor

The Subgrantor, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the 4195 HMGP in accordance with all applicable federal and state regulations and guidelines and provide quarterly reports to FEMA documenting this administration.
- B. Provide direction and technical assistance to the Subgrantee.
- C. Provide to the Subgrantee any special report forms and reporting formats (templates) required for operation of the program.
- D. Reimburse the Subgrantee, within the limits of funds available from Congressional appropriations for such purposes and in accordance with this grant agreement, for the federal share of allowable project expenses based upon the Project Application approved by FEMA.
- E. At its discretion, independently or in conjunction with FEMA, may conduct random on-site reviews with Subgrantee(s).

### VII. Reporting Procedures

Submit quarterly progress reports to the Subgrantor on the status of all funding using the Hazard Mitigation Grant Program Quarterly Progress Report form (EMD-16). Quarterly progress reports are required whether or not expenditures are incurred.

Failure by the Subgrantee to fulfill quarterly reporting requirements as required by the grant may result in the suspension of grant activities until reports are received.

Reporting periods and due dates for each year are as follows:

January 1 through March 31; Due April 15
April 1 through June 30; Due July 15
July 1 through September 30; Due October 15
October 1 through December 31; Due January 15

Quarterly progress reports are to be submitted by the 15th of the month following the end of each quarter. Quarterly progress reports should be mailed to the Michigan State Police, Emergency Management and Homeland Security Division, PO Box 30634, Lansing, Michigan 48909, unless the Subgrantee is otherwise notified by the Subgrantor.

### VIII. Payment Procedures

The Subgrantee agrees to prepare the Request for Reimbursement of Mitigation Project Expenses form and all required attached documentation, including all required authorized signatures, and submit these to Subgrantor.

The Subgrantor's timely receipt and verification of all required documentation is a condition of payment. The Subgrantor may pursue all available remedies for the recoupment of any advance payments that have been inadequately documented or determined by the Subgrantor to have been improperly made or expended for any reason.

Subject to the exercise of Subgrantor's sole discretion, three types of payments may be made to the Subgrantee for this Project:

- A. If the Subgrantee provides the Subgrantor with a letter indicating the amount of reimbursement requested along with completed reimbursement request forms, as well as supporting documentation demonstrating the total expenditures to date for eligible Project activities, the Subgrantee may, at the Subgrantor's sole discretion, receive reimbursement of eligible expenditures of up to 75% of the <u>federal share</u> of the grant. The Subgrantor will review the expenditures and make payment of no more than 75% of total eligible expenditures to date. Prior to Project completion, the Subgrantor will pay to the Subgrantee no more than a total (including all advance and reimbursement payments) of 75% of the federal share of the grant.
- B. Upon the Subgrantee's completion of the Project, the Subgrantor will inspect the Project and review all expenditures for eligibility prior to making final payment to the Subgrantee. To receive final payment, the Subgrantee shall provide the Subgrantor with a letter indicating the project is complete. Along with the letter, the Subgrantee must provide completed reimbursement request forms that include the total expenditures for the project and separate documentation supporting each expenditure category.

C. In rare circumstances only, if the Subgrantee provides the Subgrantor with a letter outlining the immediate need for an advance payment and the amount of the requested advance, the Subgrantee may (at the Subgrantor's sole discretion) receive an initial advance payment of up to 50% of the Subgrantee's federal share of the grant. Pursuant to federal regulations, the Subgrantee shall minimize the time between the receipt of advance funds and disbursement of those funds for eligible expenditures. Any interest is earned over \$100 must promptly, but at least quarterly, be remitted to: MSP/EMHSD, Grants and Financial Management Section, PO Box 30634, Lansing, Michigan 48909. The Subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

No payment will be made unless all quarterly reports have been submitted and are up to date.

### IX. Employment Matters

Subgrantee shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the Age Discrimination Act of 1975; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subgrantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subgrantee agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subgrantee shall ensure that no subcontractor, manufacturer, or supplier of the Subgrantee for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

### X. Limitation of Liability

The Subgrantor and the Subgrantee to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity.

### XI. Third Parties

This grant agreement is not intended to make any person or entity not a party to this grant agreement a third party beneficiary hereof, or to confer on a third party any rights or obligations enforceable in their favor.

### XII. Grant Agreement Period

This grant agreement is in full force and effect from April 27, 2016 through June 21, 2019. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement except with prior written approval. This grant agreement consists of two identical sets simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subgrantee agrees to return to the Subgrantor any funds not authorized for use, and the Subgrantee shall have no further obligation to reimburse the Subgrantee.

### XIII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between Subgrantor and the Subgrantee, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Section XII above. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subgrantee agrees to inform Subgrantor in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of Subgrantor. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Subgrantor may suspend or terminate subgrant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure of the Subgrantee to expend funds in a timely manner consistent with the grant milestones, guidance and assurances.
- Failure of the Subgrantee to comply with the requirements or statutory objectives of federal or state law.
- Failure of the Subgrantee to make satisfactory progress toward the goals or objectives set forth in the subgrant application.
- Failure of the Subgrantee to follow grant agreement requirements or special conditions.
- Proposal or implementation by the Subgrantee of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- Failure of the Subgrantee to submit required reports.
- Filing of a false certification by the Subgrantee in the application or other report or document.
- Failure of the Subgrantee to adequately manage, monitor or direct the grant funding activities of their subrecipients.

Before taking action, the Subgrantor will provide the Subgrantee reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

### XIV. Business Integrity Clause

The Subgrantor may immediately cancel the grant without further liability to the Subgrantor or its employees if the Subgrantee, an officer of the Subgrantee, or an owner of a 25% or greater share of the Subgrantee is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Subgrantor, reflects on the Subgrantee's business integrity.

### XV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subgrantee agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subgrantee should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR Part 29) and Sensitive Security Information (49 CFR Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

### XVI. Official Certification

For the Subgrantee

### Entire Application View

### **Subgrant Project Application**

Application Title: M-115 Acquisition and Building Demolition

Subgrant Applicant: Benzie County

Application Number:
Application Year: 2015
Grant Type: Project Application

Address: 448 Court Place Room 134, Beulah, MI 49617-9518

Subapplicant Information

Name of Subapplicant

Benzie County

State

MI

Type of Subapplicant

Local Government

Legal status, function, and

facilities owned:

State Tax Number:

Federal Tax Number:

Other type name:

Federal Employer Identification (EIN)

38-6004838

What is your DUNS Number?

151930112 -

Is Subapplication subject to review by Executive Order

12372 Process?

No. Program has not been selected by state for

review

Is the Subapplicant delinquent on any Federal debt?

No

Explanation:

Federal Identification Processing Standard (FIPS) Place Code

Community

### Contact

Authorized Subgrant Agent

Title Mr.

First Name Frank

Middle Initial E

Last Name Post

Title Emergency Management Coordinator

Agency/Organization Benzie County
Address 1 448 Court Place
Address 2 Room 134
City Beulah

City Beula State MI

ZIP 49617 - 9518

Phone 231-882-0567 Ext.

Fax 231-882-0568

Email fpost@benzieco.net

Point of Contact

Title Mr.
First Name Todd

Middle Initial

Last Name Vigland

Title Land Protection Specialist

Agency/Organization Grand Traverse Regional Land Conservancy

Address 1 3860 N. Long Lk. Rd.

Address 2 Suite D
City Traverse City

State MI

 ZIP
 49684 - 7204

 Phone
 231-922-1247 Ext.

 Fax
 231-929-0433

 Email
 tvigland@gtrlc.org

### Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information System database. When you are finished, click the Save and Continue button below.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
MI	260028_QBM0Z0A52	CRYSTAL LAKE, TOWNSHIP OF	260028	N		260028	5
Comments							
				•			
Attachments							

Acquisition Agreement 12-10-15.pdf

State	MI	
Community Name	CRYSTAL LAKE, TOWNSHIP OF	
County Name	MICHIGAN	
County Code	BENZIE COUNTY	
City Code	260028	
FIPS Code	019	Help
CID Number	260028	<u>Help</u>
CRS Community	Ň	
CRS Rating		
State Legislative District	260028	
US Congressional District	5	
FIRM or FHBM available?	Yes	
Community Status	PARTICIPATING	<u>Help</u>
Community participates in NFIP?	Yes	
Date entered in NFIP	08-16-1974	
Date of most recent Community Assistance Visit (CAV)?	06-03-2010	<u>Help</u>

### Mitigation Plan

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part Yes 201?

If Yes, please answer the following:

What is the name of the

plan?

What is the type of plan?

When was the current multihazard mitigation plan approved by FEMA?

Benzie County Hazard Mitigation Plan

Local MultiJurisdictional Multihazard Mitigation Plan

This project falls within Priority Area 1 - Mitigation Strategies of

04-01-2015

Flooding that we identified in our Hazard Mitigation Plan. We have been experiencing a significant amount of flooding due to snowmelt, high water table and significant rain events in the past few years through out Benzie County. It has been a significant problem in at the Crystal Lake Outlet that is the outflow from Crystal Lake to the Betsie River in Crystal Lake Township. In our Natural Hazards Mitigation Plan we identified the "Top Five Natural Hazards Priority Areas" in Benzie County and number 1 was identified at the "Potential Flooding: (Platte, Betsie, and Herring River Basins)" to which this project is in the Betsie River Basin. When developing the Benzie County Natural Hazards Mitigation Plan we looked at those communities in our county that participated in the Natural Flood Insurance Program (NFIP). Those include the City of Frankfort, along with Blaine, Crystal Lake, and Lake Townships. According to the entries listed in an official government database in early 2015, Benzie County has only had one repetitive loss property identified by the National Flood Insurance Program. This property involves one singlefamily residential home in Crystal Lake Township (within the Frankfort post office area), which had suffered from flood damages during the month of April in both 2013 and 2014. The average damage caused by each event was more than \$17,000, and therefore this structure should be prioritized for flood mitigation activities that are considered cost-appropriate and acceptable to its homeowners. This is the property we are seeking Hazardous Mitigation Grant Assistance funding for. In section IX. "IDENTIFICATION AND SELECTION OF MITIGATION STRATEGIES" we also identified our first priority to be flooding. We also identified this project as a "Feasible Mitigation Strategy" when we identified potential future problems in the County. Based on these efforts we identified the aforementioned property as having the potential for future continued injury and/or structure losses.

Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted?

No

If Yes, please provide the following information.

Plan Name

Plan Type

Date Adopted

Attachment

Yes

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201?

If Yes, please answer the following:

What is the name of the

plan?

State of Michigan Hazard Mitigation Plan 2014

What is the type of plan?

Standard State Multi-hazard Mitigation Plan

When was the current multihazard mitigation plan

approved by FEMA?

04-23-2014

Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan.

The proposed activity is for the acquisition of flood prone properties which is a supported activity in the Michigan Hazard Mitigation Plan.

If you would like to make any comments, please enter them below.

To attach documents, click the Attachments button below.

Scope of Work (Page 1 of 3)

Title of your proposed activity (should include the type of activity and location):

M-115 Acquisition and Building Demolition

Hazard(s) Identified to be mitigated:

Flood

Proposed types of Mitigation Activity(ies):

Activity Code

Activity Name

200.1

Acquisition of Private Real Property (Structures and Land) - Riverine

If Other or Miscellaneous selected above, please specify:

Provide a clear and detailed description of your proposed activity:

In partnership with The Grand Traverse Regional Land Conservancy ("GTRLC"), acquire one private residential property on approximately five acres in the floodplain of the Crystal Lake Outlet. An appraisal has been commissioned and furnished to the landowner. The landowner has agreed to sell for the appraised value of \$80,000. The appraisal was completed following flooding events. The landowner declined to commission her own appraisal and signed a binding option agreement (assignable to the County) to sell for the appraised value by the end of 2015. GTRLC exercised the option in late December, 2015 when it was clear the County was not in a position to purchase the property by the option's expiration date. GTRLC purchased the property on Dec. 22, 2015. GTRLC will hold the property as an interim buyer until the County is in position to accept the property. Subsequent title work will be commissioned and due diligence coordinated by GTRLC. An estimate of \$30,000 by excavation contractor has been received for building demolition, permits, removal of septic tank, water well abandonment, site grading and restoration with topsoil, seed and mulch. GTRLC staff will coordinate demolition and restoration. \$2,725 has been estimated by environmental consultant for hazardous testing. GTRLC staff will coordinate hazardous testing and removal if necessary. Following acquisition and demolition, property will be deed-restricted as permanent open space. The property is contiguous to the Railroad Point Natural Area which is part of the Benzie County park system...

Is there construction in this project?

N

Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc., should be attached:

The property is located on Frankfort Highway (M-115) between the Village of Beulah and City of Frankfort, MI. The physical Address of the property is 4696 Frankfort Highway, Frankfort, MI 49635 and is Section 29, Crystal Lake Township, T26N, R15W, Benzie County, MI The property is bounded by Frankfort Highway (M-115) to the south; Betsie Valley Trail (Rails-to-Trails) owned by the Michigan Department of Natural Resources to the west and north; and Crystal Lake Outlet to the east.

Scope of Work (Page 2 of 3)

Latitude:

44.6322

Longitude:

-86.1406

Describe the need for this activity. Why should this mitigation activity be completed?

The property has flooded at least twice in recent years resulting in damaged buildings and claims to the Nat'l. Flood Insurance Program ("NFIP"). Residence is uninhabitable due to water damage. Without this project, this home will continue to be severely damaged in the next major flood. The family will be displaced from their home for several weeks and lose valuable property, This project will remove this home from the floodplain, avoiding damage and potential injuries entirely. Flood insurance is another important factor.

Who will the mitigation activity benefit and/or impact?

This project will benefit adjoining property owners and community as a whole. The community will benefit by having eliminated a flood prone home which would surely flood again. Fewer losses means less strain on disaster resources. General public will benefit from conversion to public open space, enhanced water quality, scenic views from heavily traveled routes (M-115 & Betsie Valley Trail). Benzie County and State of MI will benefit from consolidation of public land.

How will the mitigation activity be implemented?

There have been several meetings of the Benzie County Parks and Recreation Commission which is an advisory body that oversees the Benzie County park system. The homeowner expressed interest in selling the property due constant flooding. GTRLC purchased the property as an interim purchaser before the real estate option expired at the end of 2015. Project partners will contract for closing services, assessments, demolition and restoration of parcel to natural condition. All activities will be in compliance with 44 CFR Part 80.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating

damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr floor protection with freeboard, 100-yr wind design, etc.):

Acquisition is the most effective way to protect life and property from flooding. There is no residual risk for the affected properties. Removal of buildings will prevent future property damage and claims to NFIP. Property is located in Zone a of Township of Crystal Lake, Benzie Co., MI FIRM 6 floodplain map, which is attached to this application.

Who will manage and complete the mitigation activity?

Todd Vigland, Grand Traverse Regional Land Conservancy will manage mitigation activities.

### Scope of Work (Page 3 of 3)

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

There is no residual risk for acquisition. All structures will be completely removed and the property deed restricted as greenspace. The adjoining properties will benefit the neighborhoods as a park, rather than become a liability and a hazard in the next flood.

When will the mitigation activity take place?

We will notify the Benzie County Parks and Recreation Commission and the property owner as soon as the grant award is made. We would expect to begin taking possession of property within one year of the grant award and complete demolition activities within twelve months or the end of the grant period. Properties will be covered by the county insurance after close. Insurance costs will be negligible and are not included in this grant.

Why is this project the best alternative. What alternatives were considered to address the Risk and why was the proposed activity considered the best alternative?

Floodproofing and relocation are other options that were explored for the target acquisition area. Relocation is not feasible because of the poor condition of the house. Floodproofing is also impractical because of the depth of flooding to which the home is subject to. Doing nothing is not an option considering the damage that

would occur and the rising cost of flood insurance rates. If no action is taken, the home will be severely damaged in the next flood. There is also the risk that homeowner will find they unable to afford mandatory flood insurance, and unable to sell their homes because buyers are unwilling to assume those costs. This could result in rising foreclosure rates. As previously stated, this program is the best chance these homeowners have of selling their homes for a fair price.

Please identify the entity that will perform any long-term maintenance and provide a maintenance schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed:

Benzie County will manage the site as part of its existing Railroad Point Natural Area. As the name implies, this is a natural area that requires little; if any ongoing maintenance. Total annual maintenance cost for site will be less than \$100.

If you would like to make any comments, please enter them below:

### Attachments:

Wortelboer FIRM 6 Map.jpg
Wortelboer FIRM 1-6 Map.jpg
State Location Map.jpg
Wortelboer Conceptual Map.jpg
Rear of Residence.jpg
Outlet Creek W of Residence.jpg
Wortelboer Location Map.jpg
Residence 2.jpg
Residence, Outlet Cr. in Background.jpg
Outlet Creek to Residence.jpg
Wortelboer Aerial Map.jpg
Residence and Outbuildings.jpg
Affidavit of Publication.pdf
Wortelboer Plat Map.jpg

Properties

Damaged Property Address:

Address line 1

4696 Frankfort Hwy. (M-115) Hwy

Address line 2

Bldg 5

City

Frankfort

County

Benzie

State

MI

ZIP

49635

Owner Information:

First Name

Grand Traverse Reg. Land Conservancy

Middle Name

GTRLC

Last Name

GTRLC

Home

Office

Phone

231-922-1247 Ext.

Cell

Owner's Mailing Address:

Address line 1

3860 N Long Lake Rd

Address line 2

Bldg

Other (PO Box, Route, etc)

City

Traverse City

State

Ml

ZIP

49684

Does this property have other co-owners or holders of recorded interest?

Ν

Property Information:

<u>Latitude</u>

44.6322

Longitude

-86,1406

Year Built

1980

Structure Type

Single Family

Property Tax Identification Number

10-05-001-037-00

Legal Description

A parcel of land situated in the Township of Crystal Lake, County of Benzie, State of Michigan and described as follows to-wit: The Northwest Quarter of the Northeast Quarter north of M-115 and east of Ann Arbor Rail Road. Section 26, Town 26 North, Range 15 West.

Does this property have an NFIP Policy Number

Yes

Policy Number

87047568922014

FMA Repetitive Loss

Yes

FMA Severe Repetitive Loss

No

Property Locator Number

0239369

Hazards to be mitigated:

Flood

\* Property Action

Acquisition/Demolition

Property Information II:

Substantially Damaged?

Yes

Purchase Offer Amount

00.000.08

Base Flood Elevation

50,0ut

First Floor Elevation

feet feet

Number of feet the lowest floor elevation of the

structure is being raised above Base Flood

feet

Elevation

166

Foundation type

SOG

\* Flood Zone Designation

How was cost-effectiveness determined for this

property:

PCB

#### Comments

#### Attachments

Name Date Attached

Notice of Voluntary Interest Signed.pdf

09-29-2015

Wortelboer Tax Card.pdf

09-29-2015

FEMA Deed Restriction.pdf

09-29-2015

# Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Project Management	1	MONTHS	12	MONTHS	Grand Traverse Regional Land Conservancy
Notify property owner and Benzie County Parks and Recreation Committee of Grant Acceptance.	1	WEEKS	4	WEEKS	Benzie County Office of Emergency Management
Obtain contractor for appraisal through quote process	2	WEEKS	4	WEEKS	Grand Traverse Regional Land Conservency
Conduct Appraisals	4	WEEKS	3	WEEKS	Contractor
Finalize purchase agreement with property owner (based on appraised price) and close on properties	12	WEEKS	4	WEEKS	Grand Traverse Regional Land Conservency
Conduct title search	7	. WEEKS	2 .	WEEKS	Grand Traverse Regional Land Conservency
Close on properties and take possession	17	WEEKS	8	WEEKS	Grand Traverse Regional Land Conservency
Demolish and clear structures	24	WEEKS	12	WEEKS	Contractor
Obtain contractor for demolition through bid process	19	WEEKS	6	WEEKS	Grand Traverse Regional Land Conservency
Grant Closeout (all work to be completed by 9/1/2017)	48	WEEKS	6	WEEKS	Benzie County Treasurer's Office/Benzie County Emergency Management/Grand Traverse Land Conservency
Estimate the total duration	of the prop	oosed activity:	12	MONTHS	

200.1 - Acquisition of Private Real Property (Structures and Land) - Riverine Federal Share: \$ 95,951.25

Item Name	Grant Budget Class	Subgrant Budget Class	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Title Search/Closing		Contractual	1.00	Each	\$ 850.00	\$ 850.00
Appraisals		Contractual	1.00	Each	\$ 600.00	\$ 600.00
Project Management		Contractual	80.00	Hour	\$ 47.00	\$ 3,760.00
Demolition/Lot Resotration (Structures)		Contractual	1.00	Each	\$ 30,000.00	\$ 30,000.00
Purchase of 1 property		Other ((Property Acquisition))	1.00	Each	\$ 84,000.00	\$ 84,000.00
Hazardous Testing/Removal	·	Contractual	1.00	Each	\$ 2,725.00	\$ 2,725.00
Management of Grant- County Treasurer's Office		Personnel	200.00	Hour	\$ 30.00	\$ 6,000.00
					Total Cost	\$ 127,935.00

Total Project Cost Estimate: \$ 127,935.00

#### Cost Share

Activity Cost Estimate

\$ 127,935.00

Federal Share Percentage

75%

Non-Federal Share Percentage

25%

Dollars

Percentage

Proposed Federal Share

\$ 95,951.25

75%

Proposed Non-Federal Share

\$ 31,983.75

25%

# Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type	Amount (\$) Action
Private Non Profit Funding	Grand Traverse Regional Land Conservency	Cash	\$ <u>View Details</u> 18,426.75
Local Agency Funding	Benzie County	Cash	\$ View Details

Grand Total \$ 32,008.75

If you would like to make any comments, please enter them below.

Attached are commitments for the local share of funding for this project.

#### Attachments

Minutes P & R JANUARY 2015.pdf

Budget(2).pdf

GTRLC Commitment Ltr. 5-22-15.pdf

Funding Source

Private Non Profit Funding

Name of Funding Source

Grand Traverse Regional Land Conservency

Funding Type

Cash

Amount

\$ 18,426.75

Date of availability

06-01-2016

Funds commitment letter date

Attachment (funds commitment letter)

Funding Source

Local Agency Funding

Name of Funding Source

Benzie County

Funding Type

Cash

Amount -

\$13,582.00

Date of availability

06-01-2016

Funds commitment letter date

Attachment (funds commitment letter)

#### Cost Effectiveness

## Attach the Benefit Cost Analysis (BCA), if completed for this project

Net Present Value of Project Benefits (A)

\$ 84000.0

Total Project Cost Estimate (B)

\$ 128035.0

What is the Benefit Cost Ratio for the entire project

0.66

(A/B)?

If you would like to make any comments, please enter them below.

Property value is less than \$175,000 threshold for cost effectiveness as determined in FEMA memo "Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas Using Precalculated Benefits, Oct. 8, 2013 (attached). The property is located in Zone A of the Township of Crystal lake, Benzie County MI Flood Insurance Rate Map, Community Number 260028, June 19, 1989.

Attachments:

Cost Effectiveness Determination for Acq & Elev (BCA Waiver Memo).pdf

A. National	Historic Preservation Act - Historic Buildings and Structures
	our project affect or is it in close proximity to any buildings or structures 50 No more in age?
If Yes,	you must confirm that you have provided the following:
- Constant of the Constant of	The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
	A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
The state of the s	A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property (s) to the project area.
To hel providi	p FEMA evaluate the impact of the project, please indicate below any other information you are ng:
purveng and a second a second and a second a	Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.
- Comment	Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.
I and the second	For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.
	Attached materials or additional comments.
Comments:	
Attachments:	
B. National I	Historic Preservation Act - Archeological Resources
	ur project involve disturbance of ground?
If Yes,	you must confirm that you have provided the following:
	lescription of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and ation

The past use of the area to be disturbed, noting the extent of previously disturbed ground.
A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.
To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:
Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
Attached materials or additional comments.
Comments:
Attached is a USGS US Topo 7.5 - minute map for FRANKFORT, MI and a copy of the Topo with the project area identified on the map. The ground will be disturbed to the extent of removal of the structures, septic tank, drain field, well and any other man-made features.
Attachments:
Worotoboer Project Area.pdf USGS US Topo 7.5 - minute map for FRANKFORT, MI.pdf
C. Endangered Species Act and Fish and Wildlife Coordination Act
* 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project?
If Yes, you must confirm that you have provided the following:
Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.
To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:
Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.
Attached materials or additional comments.
Comments:
* 2. Does your project remove or affect vegetation?
If Yes, you must confirm that you have provided the following:
Description of the amount (area) and type of vegetation to be removed or affected.
A site map showing the project area and the extent of vegetation affected.

		Photographs or digital images that show both the vegetation affected and the vegetation in contex of its surroundings.
		elp FEMA evaluate the impact of the project, please indicate below any other information you are iding:
Common to	F	Attached materials or additional comments.
Comme	ents	
		r project in, near (within 200 feet), or likely to affect any type of waterway or Yes
		s, and project is not within an existing building, you must confirm that you have provided the ving:
and the second	V	A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
America	Z	Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect
į.	<b>√</b> ]	A photograph or digital image of the site showing both the body of water and the project area.
		elp FEMA evaluate the impact of the project, please indicate below any other information you are ding:
Armong all		Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.
	And artic	Attached materials or additional comments.
Comme	ents:	
	s se	a USGS 1:24,000 and an additional map that identifies the project area. The structures to be it within 200 feet of the Crystal Lake Outlet that is the main water outflow of Crystal Lake to the r.
Attachn	nent	s:
D Cle	an V	Vater Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)
ma of t	teria	e project involve dredging or disposal of dredged material, excavation, adding fill all or result in any modification to water bodies or wetlands designated as "waters No J.S" as identified by the US Army Corps of Engineers or on the National Wetland bry?
	lf	Yes, you must confirm that you have provided the following:
	90044 2 2 5	

Documentation of the project location on a USGS 1:24,000 scale topographic map or image
and a copy of a National Wetlands Inventory map or other available wetlands mapping
information.

	,
	help FEMA evaluate the impact of the project, please indicate below any other information you providing:
and the second	Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.
Santa Andreas	Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- Contraction of the Contraction	Attached materials or additional comments.
Comments:	
Attachments:	
maoninario.	
E. Executive	Order 11988 (Floodplain Management)
hydrolog affect a 1	Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), ic study, or some other source indicate that the project is located in or will 100 year floodplain, a 500 year floodplain if a critical facility, an identified y floodway, or an area prone to flooding?
alte	es, please indicate in the text box below any documentation to identify the means or the matives considered to eliminate or minimize impacts to floodplains (See the 8 step process and in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:
The intention	is to acquire the properties, remove all the structures and return it to is natural state.
	project alter a watercourse, water flow patterns, or a drainage way, regardless No
	es, please indicate below any other information you are providing to help FEMA evaluate the eact of the project:
g family of the graph of the gr	Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.
Constraint of	Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).
	Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.
	Attached materials or additional comments.
Comments:	
A 46 m m h	
Attachments:	

F. Coast	al Zo	ne Management Act	
* 1. Is the	e proj	ect located in the State's designated coastal zone?	Not Known
		s, please indicate below any other information you are providing to help FEMA ct of the project:	evaluate the
		Information resulting from contact with the appropriate State agency that imple coastal zone management program regarding the likelihood of the project's coastal coastal zone plan and any potential requirements affecting the cost the proposed activity.	nsistency with
		Attached materials or additional comments.	
Comment	ts:		
I found no	infor	mation that identifies the project area in the state designated coastal zone.	
Attachme	nts:		
G. Farml	land I	Protection Policy Act	
		oject convert more than 5 acres of "prime or unique" farmland outside city non-agricultural use?	No
Comment	ts:		
Attachme	nts:		
			•
H. RCRA	and	CERCLA (Hazardous and Toxic Materials)	
		reason to suspect there are contaminants from a current or past use on the ssociated with the proposed project?	No
		please indicate below any other information you are providing to help FEMA e of the project:	valuate the
Cal SPA	_ c	omments and any relevant documentation.	
e de la companya de l	m ha	esults of any consultations with State or local agency to obtain permit with recandling, disposing of or addressing the effects of hazardous or toxic materials roject implementation.	uirements for related to
e come beauta	] A	ttached materials or additional comments.	
Comment	s:		
* 2.			No
۷.			

		e any studies, investigations, or enforcement actions related to the property ted with the proposed project?	
		es, please indicate below any other information you are providing to help FEMA evaluate the act of the project:	
		Comments and any relevant documentation.	
	gad mad v Jacob in the second	Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.	or
		Attached materials or additional comments.	
Comme	nts:		
		ny project construction or operation activities involve the use of hazardous or No	
		es, please indicate below any other information you are providing to help FEMA evaluate the act of the project:	
		Comments and any relevant documentation.	
		Results of any consultations with State or local agency to obtain permit with requirements f handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.	or
		Attached materials or additional comments.	
Comme	ents:		
pro	you l pose terial	know if any of the current or past land-uses of the property affected by the ed project or of the adjacent properties are associated with hazardous or toxic No ls?	
		es, please indicate below any other information you are providing to help FEMA evaluate the act of the project:	;
		Comments and any relevant documentation.	
	Augustin and a second a second and a second	Results of any consultations with State or local agency to obtain permit with requirements handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.	for
		Attached materials or additional comments.	
Comme	ents:		
Attachn	nents	:: ::	

I. Executive Or	der 12898, Environmental Justice for Low Income and Minority Populati	ons
* 1. Are there low the project a	w income or minority populations in the project's area of effect or adjacent to area?	No
If Yes,	you must confirm that you have provided the following:	
and the second s	Description of any disproportionate and adverse effects to these populations	
To help are pro	o FEMA evaluate the impact of the project, please indicate below any other in oviding:	nformation you
Surand	Description of the population affected and the portion of the population that value disproportionately and adversely affected. Please include specific efforts to a adverse impacts in your proposal narrative and budget.	vould be address the
A. Carriera de la Car	Attached materials or additional comments,	
Comments:		•
Attachments:		
J. Other Envir	onmental/Historic Preservation Laws or Issues	
	ner environmental/historic preservation requirements associated with this you are aware of?	No
	ease indicate in the text box below a description of the requirements, issues ent effort.	or public
* 2. Are there co	ntroversial issues associated with this project?	No
	ease indicate in the text box below a description of the requirements, issues ent effort.	or public
	nducted any public meeting or solicited public input or comments on your osed mitigation project?	Yes
	ease indicate in the text box below a description of the requirements, issues ent effort.	or public
The Benzie Coun Attachments:	ity Parks and Recreation Committee has had several public meetings relate	d to this project.
K. Summary and	d Cost of Potential Impacts	No

of your	ranswered the questions in parts A. through J., have you identified any aspects reproposed project that have the potential to impact environmental resources or properties?
If Y	es, you must confirm that you have:
Section of the sectio	Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.
	Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
Comment of the Commen	Considered alternatives that could minimize both the impacts and the cost of the project.
· And in the second	Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.
Comments:	
Attachment	s:

# Evaluation (Page 1 of 2)

Is the recipient participating in the Community Rating System (CRS)?	No
If yes, what is their CRS rating?	
Is the recipient a Cooperating Technical Partner (CTP)?	No
Is the recipient a <u>Firewise Community?</u>	No
If yes, please provide their Firewise Community number.	
Has the recipient adopted building codes consistent with the International Codes?	Yes
Has the recipient adopted the <u>National Fire Protection</u> <u>Association (NFPA) 5000 Code?</u>	No
Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	No
If yes, what is their BCEGS rating?	
Is this a <u>small, impoverished community?</u>	

## Evaluation (Page 2 of 2)

How will this mitigation activity leverage involvement of partners to enhance its outcome?

The project property, once the structures are removed, will become a part of the Railroad Point Natural Area and will tie it to the Betsie Valley Trail.

How will this mitigation activity offer long-term financial and social benefits or promote resiliency for the community?

The property is currently in disrepair and unoccupied. It is an eyesore that is between 2 of Benzie Counties main attractions (Railroad Point Natural Area and Betsie Valley Trail). It will greatly improve the beauty of the area.

Please provide the percent of the population benefiting from this mitigation activity.

10.0

Please explain your response.

It will benefit the property owner and those individuals that live around or use Railroad Point Natural Area and Betsie Valley Trail.

Does this mitigation activity protect a critical facility?

If yes, please select the type of critical facilities to be protected

No

Comments:

Name

Date Attached

## Assurances and Certifications

Please click the link in the status column to view forms.

Forms

Part I: Assurances Non-Construction Programs.

Part II: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.

Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds, See the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements form for lobbying activities definition.)

Status

Not Applicable

Incomplete

Not Applicable

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

## Attachments

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

I, , hereby sign this form as of .

Comments and Attachments

	Comments and Atta	cnments
Name of Section	Comment	
Application Level	The Benzie County Board of Commissioners approved my signing the Statement of Assurances at their regular meeting on 10/13/15.	<u>Stateme</u>
Community		<u>Acquisiti</u>
		<u>Wortelbo</u>
		<u>Wortelbc</u>
		State Lo
		<u>Wortelbo</u>
		Rear of I
		Outlet C
Scana of Mark		Wortelbo
Scope of Work		Residen
		<u>Residen</u>
		Outlet C
		Wortelbo
•		Residen
		<u>Wortelbo</u>
		<u>Affidavit</u>
		<u>GTRLC</u>
Cost Share	Attached are commitments for the local share of funding for this project.	<u>Minutes</u>
		Budget(2
Cost Effectiveness	Property value is less than \$175,000 threshold for cost effectiveness as determined in FEMA memo "Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas Using Precalculated Benefits, Oct. 8, 2013 (attached). The property is located in Zone A of the Township of Crystal lake, Benzie County MI Flood Insurance Rate Man. Gommunity Number 260028, June 19, 1989, minute map for	
	FRANKFORT, MI and a copy of the Topo with the project area identified on the map.	Worotob
EHP - B - National Historic Preservation Act - Archeological Reources	The ground will be disturbed to the extent of removal of the structures, septic tank, drain field, well and any other man-made features.	<u>USGS U</u>
EHP - C - Endangered Species Act and Fish and WildLife Coordination Act	Attached is a USGS 1:24,000 and an additional map that identifies the project area. The structures to be removes set within 200 feet of the Crystal Lake Outlet that is the main water outflow of Crystal Lake to the Betsie River.	
		j

EHP - E - Executive Order 11988

FEMA D

Frankfort Hwy. (M-115) HWY

Frankfort 49635

(Floodplain The intention is to acquire the properties, remove all Management) the structures and return it to is natural state. I found no information that identifies the project area in the state designated coastal zone. EHP - F - Coastal Zone Management Act The Benzie County Parks and Recreation Committee has had several public meetings related to this project. EHP - J - Other Environmental/Historic Preservation Laws or Issues Notice or Property - 4696 Wortelbo



# Memorandum

To: Roger Griner, Chair

Benzie County Board of Commissioners

From: Frank Post, Emergency Management Coordinator

**Date:** August 29th, 2016

Subject: Grant Application-Less Lethal Stun Vest

This is an application to the Michigan Municipal Risk Management Authority (MMRMA) for a 50% reimbursement from the purchase of a Less Lethal Stun Vest for the Benzie County Sheriff's Office.

There is a significant amount of risk having a potentially violent suspect/defendant/inmate in court and they are not restrained in any way. Courts are very reluctant to have any restraints on suspect/defendant/inmate because it gives the appearance of guilt to a jury. This does create a significant exposure to both the deputies as well as the suspect/defendant/inmate, court employees and the public to serious injury in the event the suspect/defendant/inmate becomes out of control.

To people in the courtroom, a suspect/defendant/inmate wearing the vest will appear to be wearing normal clothes. Violent suspect/defendant/inmate are sometimes, but rarely, chained by the legs during a trial to provide some security and to avoid making the person appear guilty.

High risk defendant/suspect/inmates will be outfitted with the stun vest underneath their clothes. In the event that suspect/defendant/inmate tries to attack someone, flee or other aggressive behavior, deputies will order the defendant to stop. If the suspect/defendant/inmate fails to comply the deputy can use a remote control to activate the vest, delivering a shock to the suspect/defendant/inmate's back for five to eight seconds. A noise accompanies the shock so the deputy know it is going off. A suspect/defendant/inmate hit with the stun vest would be incapacitated and deputies would then handcuff them before sending them for medical attention. We expect to also use the stun vest for high risk prisoner transports.

## COST

The Stun Vest costed \$1,450.00 and we are requesting reimbursement from the MMRMA for 50% of that cost or \$725.00

## RECOMMENDATION

I recommend that the Board of Commissioners approve the grant application to the MMRMA for \$725.00 as a reimbursement of 50% of the Cost of Stun Vest and authorize the County Clerk to sign.

RECEIVED

AUG 3 1 2016

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617



# RISK AVOIDANCE PROGRAM (RAP) CERTIFICATION AND ACCREDITATION PROGRAM (CAP) APPLICATION

Project Name: Less Lethal Stun Vest

Applicant Member/Municipality: Benzie County

Department Involved: Benzie County Sheriff's Office

Address: 505 South Michigan Ave.

Project Contact: Frank Post

Phone: 231-882-0567

E-mail: fpost@benzieco.net

\*MMRMA will email confirmation of receipt and date of application review. If you do not receive this information, please check with MMRMA to ensure your application was received.

Alternate Contact (If Any): Lt. Daniel Smith

Phone: 231-882-4484 ext 235

E-mail: dsmith@benzieco.net

MMRMA Member Representative: Dawn Olney

Project Start: 8/16/16

**Project End: 8/16/16** 

## Provide a description of project (if necessary attach separate pages):

High risk suspect/defendant/inmates will be outfitted with the stun vest underneath their clothes. In the event that suspect/defendant/inmate tries to attack someone, flee or other aggressive behavior, deputies will order the defendant to stop. If the suspect/defendant/inmate fails to comply the deputy can use a remote control to activate the vest, delivering a shock of electricity to four points on the suspect/defendant/inmate's back for five to eight seconds.

A noise accompanies the shock so the deputy know it is going off. A suspect/defendant/inmate hit with the stun vest would be incapacitated and deputies would then handcuff them before sending them for medical attention. We expect to also use the stun vest for high risk prisoner transports.



Identify the risk exposure that is to be mitigated and provide additional data (loss runs, claims, incident reports, other) to document the problem.

There is a significant amount of risk having a potential violent suspect/defendant/inmate in court and they are not restrained in any way. Courts are very reluctant to have any restraints on suspect/defendant/inmate's because it gives the appearance of guilt to a jury. This does create a significant exposure to both the deputies as well as the suspect/defendant/inmate, court employees and the public to serious injury in the event the suspect/defendant/inmate becomes out of control.

To people in the courtroom, a suspect/defendant/inmate wearing the vest will appear to be wearing normal clothes. Violent suspect/defendant/inmate are sometimes, but rarely, chained by the legs during a trial to provide some security and to avoid making the person appear guilty.

## What are the project goals and plan of action to resolve the risk exposure?

Instead of having to put hands on the suspect/defendant/inmate and possibly the suspect/defendant/inmate or deputy being injured, the moment the shows aggressive behavior they will be given verbal commands to stop, and if they do not the next step is to shock them.



Does the plan duplicate or incorporate previous attempts to solve the problem? (If yes, please explain.)

No

If benefits of the project will aid or involve other departments, members or organizations, please describe (Letters of support are encouraged; please attach.):

This project will aid and protect sheriff's department personnel, court personnel, the public using the Government Center and other law enforcement personnel that may be attending court. This vest will reduce the need to go "hands on" with a violent suspect/defendant/inmate, thus reducing exposure of the aforementioned individuals to injury.



# List other departments, organizations, or MMRMA members involved (if any):

Benzie County Sheriff's Office Benzie County Clerk's Office Benzie County Courts (District and Circuit)

## **Additional Information:**

With recent violent events occurring in courts at the hands of persons in custody, this type of technology is essential to keep everyone safe while at the same time protecting the prisoners rights to a fair trial.



# RAP & CAP GRANT BUDGET WORKSHEET

Total Project Cost: \$ 1450.00	
Other sources contributing funds: (Please list below) Organization:	Amount:
Benzie County	\$725.00
Total from other source: \$ 725.00	
(include grant money from other organizations)	
DAD FUNDS DEQUETSED, ¢ 725 00	
RAP FUNDS REQUETSED: \$ 725.00	
<ol> <li>Supporting documentation including quotes, bids, ir further supporting the budget MUST be attached.</li> </ol>	nvoices, meeting minutes, or other information
<ol><li>Large project funding requests should include an ite reference supporting attachments.</li></ol>	mized list of budget expenses that cross-
3. MMRMA requires at least 50% contribution by the	
received from other sources such as community four	ndations and other grants).
Signature of applicant:	<b>Date:</b> 8/29/16
Print Name (Member Representative): Dawn Olney	Title: Benzie County Clerk
Signature (Member Representative):	Date:
Submit completed applications to: Cara Kowal, Manager	r of RM Services
Email: ckowal@mmr	

Fax: 734-513-0318

Mail: 14001 Merriman Road Livonia, MI 48154

# Less Lethal, LLC

5463 Palisades Drive Cincinnati, OH 45238-5617

Office: 513-550-7425 Fax: 513-451-6929 Email: Rjuler@LessLethalProducts.com Website: www.LessLethalProducts.com

Tax ID# 452870071

DUNS #965553725 CAGE #6H4H1

Agency:

Benzie County Sheriff

505 S Michigan Ave. Beulah, MI 49617 Ship To:

Benzie County Sheriff

505 S Michigan Ave. Beulah, MI 49617

Attn.: Lt Dan Smith

P: 231-882-4484 x235

LINE STREET

# Invoice

Invoice No# IN1979

Date

08-16-2016

Agency PO #

Quote #

QT2861

Credit Terms 30 Days

Tel: 231-882-4484 x235 dsmith@benzieco.net

Attn.: Lt. Dan Smith

	A Strong and a second	Descriptors of the second of t		e de Company	Tile Till
1	RV-7001W-R	Nova RACC Vest (Remotely Activated Custody & Control) - White - Rechargeable	1	\$1,450.00	\$1,450.00
2	Ship Free	Shipping Is FREE	1	\$0.00	\$0.00
	nments	a Daymanta Cubiash Ta EM. Candra Eas		Total	\$1,450.00
cre	ait Caros & P-Caros	s Payments Subject To 5% Service Fee		Amount Paid	\$0.00
Ema	all invoice & W-9 to	Lt. Dan Smith	Balar	rce Due (USD)	<b>\$1,450.00</b>

## TERMS & CONDITIONS

1. Unpaid accounts beyond the agreed credit terms may incur interest charges at the prevaling lending rates.

UPS TRACKING: 1Z3E35F60391578410

PAYMENT ADVICE	From	Benzie County Sheriff
Please detach and send with your payment to	Amount Paid	And the state of t
Less Lethal, LLC	Invoice No#	IN1979
5463 Palisades Drive Cincinnati, OH 45238-5617	Invoice Date Balance Due (USD)	08-16-2016 <b>\$1,450.00</b>

<sup>2.</sup> Please make check payable to: Less Lethal, LLC.



# RISK AVOIDANCE PROGRAM (RAP) CERTIFICATION AND ACCREDITATION PROGRAM (CAP) APPLICATION

Project Name: Video IP Recording Upgrade

Applicant Member/Municipality: Benzie County

Department Involved: Benzie County Correctional Facility

Address: 505 S. Michigan Ave. Beulah, MI 49617

Project Contact: Lt. Dan Smith

Phone: 231-882-4484

E-mail: DSmith@benzieco.net

\*MMRMA will email confirmation of receipt and date of application review. If you do not receive this information, please check with MMRMA to ensure your application was received.

Alternate Contact (If Any): Undersheriff Kyle Rosa

**Phone:** 231-882-4484

E-mail: KRosa@benzieco.net

MMRMA Member Representative: Lt. Dan Smith

Project Start: December 1, 2016

Project End: January 31, 2017

Provide a description of project (if necessary attach separate pages):

Complete the second stage of upgrades and installation of video surveillance equipment.

Additional information include:

Diagram of equipment installation area.

Proposal by Advanced Satellite Communications, Inc.

RECEIVED

SEP 06 2016

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617



Identify the risk exposure that is to be mitigated and provide additional data (loss runs, claims, incident reports, other) to document the problem.

The Benzie County Jail is in need of additional security cameras in order to comply with current regulations and security demands.

Michigan Department of Corrections Administrave Rules for Jails and Lockups requires that all detoxification cells install an electronic camera (R791.734). We currently have no such camera.

Michigan Department of Corrections Administrative Rules for Jails and Lockups require that all holding cells install an electronic camera (R791.735). We currently have no such camera.

Security cameras are absent in the following areas: Jail council room Jail medical room

The current cameras in jail kitchen, lobby, recreation yard, and direct supervision unit does not allow for full view, thus having blind spots.

The current jail exterior cameras are inadequate, and do not allow for full exterior view.

# What are the project goals and plan of action to resolve the risk exposure?

The goal is to reduce liability and increase safety for the population, staff and program providers by installing better monitoring equipment and an additional twelve monitoring devices.

To comply with the Michigan Department of Corrections Administrative Rules for Jails and Lockups by installing security cameras to fufill this requirement. This will also help staff to monitor all holding and detoxification cells more effeciently and simultaneously.

Installation of cameras in the jail council and medical rooms to allow for remote monitoring.

Installation of "360 cameras" in the kitchen, lobby, recreation yard, and direct supervision unit will allow for complete view remotely.

Install exterior avigilon megapixel cameras in order to have a full view of the exterior surrounding the jail.



Does the plan duplicate or incorporate previous attempts to solve the problem? (If yes, please explain.)

Yes.

This is the second stage in a complete upgrade to our video and recording equipment. We are updating from an analog DVR recording system to a server based camera recording system.

If benefits of the project will aid or involve other departments, members or organizations, please describe (Letters of support are encouraged; please attach.):

No other department organization, or member involvement.



List other departments, organizations, or MMRMA members involved (if any):
None

# **Additional Information:**

Our first stage was to replace broken and outdated DVR's that record cameras in the Benzie County Jail. Our second stage is to get the jail in compliance with the Michigan Department of Corrections Administrative Rules for Jails and Lockups. To do this the Benzie Jail needs to upgrade and add cameras. This will reduce liability for the jail, sheriff's office and county.



# RAP & CAP GRANT BUDGET WORKSHEET

Total Project Cost: \$ 22,275.97

Other sources contributing funds: (Please list below)

Organization:

Amount:

Total from other source: \$

(include grant money from other organizations)

RAP FUNDS REQUETSED: \$11,138.00

- 1. Supporting documentation including quotes, bids, invoices, meeting minutes, or other information further supporting the budget MUST be attached.
- 2. Large project funding requests should include an itemized list of budget expenses that cross-reference supporting attachments.
- 3. MMRMA requires at least 50% contribution by the member municipality (not including funds received from other sources such as community foundations and other grants).

Signature of applicant:

Date: 09/02/2016

Print Name (Member Representative): Lt. Dan Smith

Title: Jail Lieutenant

Signature (Member Representative):

**Date:** 09/02/2016

Submit completed applications to: Cara Kowal, Manager of RM Services

Email: <u>ckowal@mmrma.org</u>

Fax: 734-513-0318

Mail: 14001 Merriman Road

Livonia, MI 48154

12137 Merriman Road, Livonia, Michigan 48150 Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal #

18831

Date:

August 31, 2016

Prices are firm until: 09/30/2016

Sales Rep:

Terms: \*50% Down/Net 30

Gregory P. Charles

# Benzie County Sheriff's Office

#### **BILL TO:**

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

## SHIP TO:

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

# Video Surveillance System Expansion R4

A.S.C. Scope of Work;

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

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

Benzie County Sheriff's Office to provide the following;

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

Qty	A.S.C. would like to t	ge project, they will be billed separately at cost plus admin fees.  Description:: UOM
		hard the Persia County Charles of the the second of the seco
		hank the Benzie County Sheriff's Office for the opportunity to be of service to your Department curity needs.
	This system can be f Cash Terms would be	inanced to own for Approx. \$ 461.00 per month for 60 Months pending credit Approval. E 50% to start and Balance Net 30 on completion.
	With the added Came	eras this additional 10TB Avigilon NVR Server will provide approximately 32 days of recording ability
1	99-538725	HD NVR Expansion (10TB, Raid 6, 2U)
1	99-49225	HD NVR Expansion Card
	REAR EXERCISE YAR	D
1	99-36025	HD Fisheye Camera (6MP, Outdoor, IR, LightCatcher, Day/Night)
	KITCHEN	
1	99-36025	HD Fisheye Camera (6MP, Outdoor, IR, LightCatcher, Day/Night)
	FRONT MAIN PARKIN	IG LOT MULTI VIEW COVERAGE
1	20-2186	HD Camera (3x 3MP, Pendant Multisensor, 2.8-8mm)
	REAR EMPLOYEE PAR	IKING LOT COVERAGE
1	99-34925 -	HD Camera (H3, 5MP, IR, 3-9mm, f1.2 P Iris, Outdoor, Bullet)
	MAIN LOBBY ENTRY	AND FRONT OF BUILDING COVERAGE
1	99-26675	HD Camera Bullet (2MP, 1080p WDR, 3-9mm f/1.2 P-iris lens, Integrated IR)
	3 JAIL CELLS AND CO	DUNSEL ROOM
4	20-8329 (2 of 4)	Camera (Mini Bullet Hybrid, 2.5mm fixed, White, Intense Light, .00001 lux, indoor/outdoor, vandal, IP66, 12VDC, )
	MEDICAL EXAM ROOF	
1	20-8263	Camera (Mini Turret, Intensifier, 3.6mm fixed, 700TVL, .00002 lux, white, indoor / outdoor, 12VDC)



#### Advanced Satellite Communications, Inc.

A.S.C. Security Systems

12137 Merriman Road, Livonia, Michigan 48150 Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

#### Proposal #

Date:

August 31, 2016

Prices are firm until: 09/30/2016

Terms: \*50% Down/Net 30

Sales Rep:

Gregory P. Charles

#### Benzie County Sheriff's Office

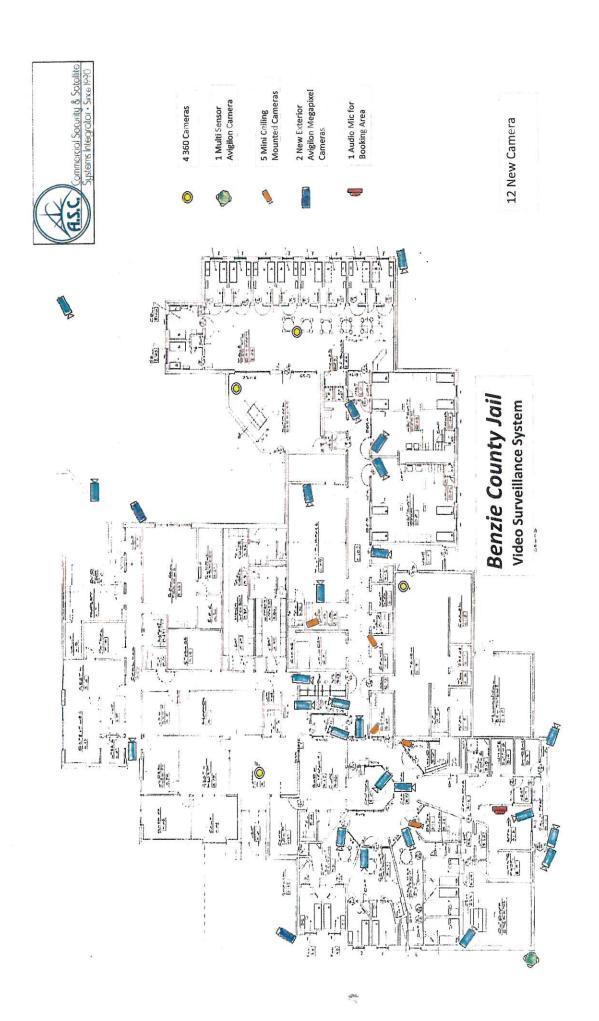
	ADDITIONAL PARTS	AND ACCESORIES FOR CAMERA SYSTEM INSTALLATION			
2	99-5225	Backbox (For H3-BO1-IR Avigilon Bullet Style)			
1	20-2087	HD Camera Dome Accessory (Indoor/Outdoor Pendant Mount, IP66)			
1	20-2138	HD Camera Mount (Wall Mount for HD Pendant Dome Cameras)			
1	99-5400	Corner Mount Adapter			
1	50-1014	Conduit (Sold in 10' increments, Metal EMT, 1/2 in. x 10 ft. Pole)			
1,300	70-4032	CAT5E (Plenum Solid Black)			
500	70-5008	Slamese Plenum Reel ( RG-59/18-2, 1000' Reel)			
24	50-1207	RJ45 Connector for CAT5			
12	20-8126	BNC (Male, Siamese Plenum, ICM Compression Fitting)			
1	20-7047	Power Supply CCTV (12VDC, 9 out, 5A, PTC 550ma)			
4.00	CCTVMISC	Miscellaneous (CCTV, Hardware & Connectors)	Materials Subtotal:		<u>\$15,653.97</u>
1	Security Labor	Security Labor	Labor Subtotal:		<u>\$6,622.00</u>
				Total:	\$ 22,275.97

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

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

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

	UPON APPRO	VAL, RETURN THIS DOCUMENT VIA FAX WITH THE AUTHORIZED SIGNATURE BELOW. A FACSIMILE ACCEPTANCE WILL SERVE AS ORIGINAL.
Accepted by: Name (Print):		Date: Title:



# Commissioner Report

# County Administrator's Report

Memo To:

From:

Mitch Deisch, Benzie County Commissioner

Sentember 7

Date:

September 7, 2016

Subject:

**TPOAM Contract** 

Attached is the revised TPOAM contract, including tracking changes, that was approved by both the union and Benzie County contract negotiation bargaining team on August 15, 2016. County Labor Attorney Peter Cohl prepared the revised agreement.

The significant changes to the agreement are as follows:

- 1. 2 year contract 10/1/16 9/30/18.
- 2. Increase employee contributions to 6%.
- 3. Eliminate employee's ability to purchase pension improvement Plan E-2.
- 4. Salary increase as follows:

10/1/16	1%
4/1/17	1%
10/1/17	1%
4/1/18	1%

No other changes were made to the TPOAM contract. County Labor Attorney Peter Cohl has review and approve the labor changes.

The County Commission is being asked to approve the two year TPOAM contract and to authorize the County Chairperson and elected department heads to sign and execute the agreement.



SEP 0 7 2016

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

#### **AGREEMENT**

BETWEEN

COUNTY OF BENZIE

AND

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN

EFFECTIVE OCTOBER 1, 2013 2016 THROUGH SEPTEMBER 30, 2014 2018

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THIS AGREEMENT, made and entered into this \_\_\_ day of September\_\_\_\_, 20132016, effective 1st day of October, 20132016, at Benzie County, Michigan, by and between the COUNTY OF BENZIE (hereinafter referred to as the "County") and Technical, Professional and Officeworkers Association of Michigan (TPOAM) (together hereinafter referred to as the "Union").

## ARTICLE I RECOGNITION

1.1: <u>Collective Bargaining Units</u>. The County hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the County in the following described units for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part-time employees employed by the County of Benzie including the assistant animal control officer. Excluding elected officials, chief deputies, sheriff's office employees, paramedics, animal control officer, employees employed in the office of the prosecuting attorney (with the exception of the victim advocate) building inspectors, court employees, guards, supervisors, department heads and one (1) confidential employee defined as the administrative assistant.

# ARTICLE II UNION SECURITY

2.1: <u>Agency Shop</u>. All employees who are covered by this agreement, upon completion of their trial period, may voluntarily either become members of the Union or pay a service fee to the Union equivalent to the uniform dues levied by the Union for membership.

#### 2.2: Union Dues and Initiation Fees.

A. During the term of this Agreement, the County agrees to deduct union membership dues or a service fee levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who voluntarily executes or has executed the following Authorization for Check-off Dues form:

#### **AUTHORIZATION FOR CHECKOFF DUES**

To:				
	EMPLO	YER		
I here	by request and authorize you to ded	uct from my earning, one of the following:		
[]	An amount established by the Union as monthly dues.			
or [] fee.	An amount equivalent to monthly union dues, which is established as a service			
The a	mount deducted shall be paid to TP0	DAM.		
By: Pl	ease Print			
First n	name	M/Int.		
Last n	ame			
Street	number Street name and dire	ection		
City	State	Zip		
Area c	code Telephone number			
Signat	ture Employer's copy	Date		

B. Check-off deduction under all properly executed voluntarily Authorization forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter. The County shall remit such deduction to the designated financial officer of the Union with a list to the Union of whom dues and equivalent payments have been deducted, within fifteen (15) days following such deductions.

Effective October 1, 2013 2016 through September 30, 2014 2018

DRAFT COPY - 8/25/2016

C. The Union agrees to hold the County harmless for any and all claims arising out of the deduction for dues and/or equivalent payments as provided herein.

# ARTICLE III REPRESENTATION

- 3.1: <u>Union President</u>. The County agrees to recognize one (1) employee in the Government Center elected or selected by the Union. The president shall have completed their trial period. The president shall act in a representative capacity for the purpose of processing grievances for the employees and shall have no authority to act in such capacity outside of the processing of grievances. When it is necessary for the president to leave their work to handle a grievance in accordance with the grievance procedure established in the Agreement, the steward shall notify their immediate supervisor. The president shall return to the job as promptly as possible and, upon returning, shall immediately report to their immediate supervisor. If it is impossible for a president to be relieved of duty upon request, the president shall be excused at the earliest possible time after proper arrangements have been made. The Union agrees to furnish the County, in writing, the name of its designated president, and alternate, if any.
- 3.2: <u>Union Bargaining Committee</u>. The employees covered by this Agreement shall be represented in collective bargaining negotiations by two (2) bargaining committee members, one of whom shall be the Union president. The Union president shall also function as provided in the grievance procedure, and shall be allowed reasonable time for that function without loss of pay.

# ARTICLE IV RIGHTS OF THE EMPLOYER

4.1: Management Rights. It is understood and hereby agreed that the County reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the County's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the County include, but are not limited to, those provided by statute or law, along with the right to make judgments as to skill and ability, schedule work, classify and reclassify employees, direct, hire, promote, use outside assistance, lay off employees or increase the size of the work force, transfer, assign, and retain employees in positions within the County consistent with the employees' ability to perform the assigned work, and the County shall also have the right to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County, except as specifically limited by this Agreement. It is also agreed that the

County has the right to determine the method, means and personnel, employees or otherwise, by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and the terms of this Agreement. The County shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement. Where the Contract is silent, the personnel policy manual will apply. A copy of the policy will be provided to the Union president within five (5) working days prior to the effective date of any amendments being made.

# ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

- 5.1: <u>Definition of Grievance</u>. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written. An employee shall have the right to file a timely grievance if he believes the discipline or discharge was not for just cause.
- 5.2: <u>Grievance Procedure</u>. All grievances shall be handled in the following manner:
  - A. <a href="Step 1">Step 1</a>. An employee with a complaint shall notify his immediate supervisor within five (5) working days after the occurrence of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and his immediate supervisor. The employee has the option of having a Union representative present during this informal meeting. Every effort shall be made to satisfactorily settle the complaint in this manner. The immediate supervisor shall give his disposition within three (3) working days.
  - B. Step 2. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance signed by the employee and the Union representative and presented to the County Administrator within ten (10) working days of the immediate supervisor's answer in the verbal procedure. Within ten (10) working days after receipt of the employee's written grievance, the County Administrator shall arrange a meeting between the Union and the Labor Sub Committee to discuss said grievance. The meeting shall be scheduled at a mutually agreeable time, which time shall not exceed ten (10) working days unless a longer time is mutually agreed upon. The Labor Sub Committee of the Board of Commissioners may designate the County Administrator to act in their behalf to hear selected grievances. The Labor Sub

Committee/County Administrator shall give a written answer to the Union affirming and granting the grievance or denying the grievance. If the

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committee or County Administrator is unable to answer the grievance, the matter shall be moved to the full County Board of Commissioners for a written answer. If the grievance is denied or the Labor Sub Committee or the Board of Commissioners fail to answer in a timely manner, the grievance may be submitted to arbitration hereinafter provided for in this agreement. The parties may waive the meeting by mutual agreement which will be communicated in written form.

- 5.3: <u>Grievance Resolution</u>. All resolutions of grievances must be approved by the Labor Sub Committee of the Board of Commissioners before they are binding on the County. If the Committee disagrees with the settlement at any stage in the grievance procedure, they will notify the Union in writing so that the Union may appeal the grievance in Step 2. When monetary approval is involved, the Board of Commissioners must approve any settlement before the agreement is binding on the County.
- 5.4: <u>Time Limitation</u>. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the Union, the grievance shall be considered settled in accordance with the County's last disposition. If the time procedure is not followed by the County, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.
- 5.5: <u>Arbitration Request</u>. 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.
- 5.6: <u>Selection of Arbitrator</u>. If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the arbitrator shall be selected from a panel of arbitrators submitted by the Michigan Employment Relations Commission (MERC) consistent with MERC's normal procedures. The arbitrator's decision shall be final and binding on the County, Union and employees unless contrary to any provision contained in this contract. The fees and expenses of the arbitrator shall be paid equally by the Union and the County.
- 5.7: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The parties acknowledge that the County retains all rights not otherwise abrogated under the express terms of the Agreement, as generalized in the Governmental Rights clause hereunder. If the grievance concerns the exercise of these

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rights which are not otherwise limited by the express terms of this Agreement, the grievances shall not be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement. Any awards of the arbitrator shall not be retroactive to any time prior to five (5) days before the date the grievance was first submitted in writing.

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

#### ARTICLE VI STRIKES AND ILLEGAL ACTIVITY

- 6.1: <u>No Strike Clause</u>. Neither the Union nor any employee shall either directly or indirectly cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the County, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference during the terms of this Agreement.
- 6.2: <u>Violation</u>. Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the County deems appropriate. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 6.1.

#### ARTICLE VII SENIORITY

7.1: <u>Seniority</u>. Seniority shall be defined as the length of continuous service of the employee commencing with the last date of hire. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. It is recognized that seniority arises only from this Agreement. Regular part-time employees

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who have been hired as full-time employees shall have their part-time seniority prorated in relationship to 2080 hours per year.

- 7.2: <u>Probationary Period</u>. A new hire employee shall acquire seniority back to their original date of hire after having served an initial probationary period of one thousand forty (1040) hours of work. Regular part-time employees hired into a different classification than they were currently working shall serve an initial hire one thousand forty (1040) hours of work probationary period after which they shall acquire seniority back to their original date of hire as defined in section 7.1.
- 7.3: Seniority List. An up-to-date seniority list shall be furnished to the Union each year.
- 7.4: <u>Loss of Seniority</u>. An employee's seniority with the County shall terminate, and the employment relationship shall end under the following conditions:
  - A. If he/she quits, retires, or is discharged for just cause.
  - B. Absence from work for three (3) consecutive working days without proper notification to the County.
  - C. Failure to return to work within three consecutive (3) working days upon recall from layoff.
  - D. Failure to return to work on the required date at the expiration of a leave of absence, or at the end of vacation leave, unless otherwise excused.
  - E. He/she is on layoff status for a period of time equal to his/her seniority or twenty-four (24) months, whichever is less.
  - F. The employee falsifies their employment application or intentionally falsifies other Employer records.
  - G. He/she is convicted or pleads guilty or nolo contendere to a felony, or to a misdemeanor punishable by one (1) year or more of imprisonment.
  - H. If he/she is on leave of absence, including sick leave, for a period of twelve (12) months or for a period equal to the length of his/her seniority at the time such leave commenced, whichever is less.
  - I. If while on an unpaid health leave of absence, sick leave, or while receiving worker's compensation benefits from the Employer, he/she accepts another full-time job, applies for and receives unemployment benefits, or goes into business for himself or herself. J. Worker's Compensation 24 months.
- 7.5: For conviction, plead guilty or nolo contrendre to OWI, it shall result in a 30 day suspension and assessment which shall not be grievable. If the assessment proposes treatment, the employee shall comply. Failure to comply by the employee shall result in

termination of employment. However, nothing shall preclude the Employer from taking more severe discipline action.

#### 7.6: Layoff and Recall.

#### A. Layoff.

- 1. The word "layoff means a reduction in the work force.
- 2. Employees shall be laid off according to the following procedure:
  - a. Special part-time and probationary employees within the affected classification within the affected Department will be laid off first, providing the remaining seniority employees can perform the available work with a training period not to exceed twenty (20) work days.
  - b. Thereafter, seniority employees within the classification within the affected Department will be laid off according to their Department seniority, providing the remaining employees in the classification and Department can perform the available work with a training period not to exceed twenty (20) work days.
  - c. When a seniority employee is removed from the classification within her/his Department as a result of a layoff, she/he may be allowed to bump a less senior employee in the Department in accordance with her/his Department seniority, providing she/he can perform the available work with a training period not to exceed twenty (20) work days and the remaining employees within the lower classification within the Department can perform the available work.
  - d. Upon being laid off from her/his Department, an employee who so requests shall, in lieu of layoff, be permitted to take another position in another Department provided, however, she/he has more seniority than the employee she/he is to replace, and has the qualifications, training and ability to perform the required duties of the position. However, employees may not bump into positions in the County elected officials offices (County Clerk, Register of Deeds, Treasurer,

and prosecutors office) and employees from these offices may not bump into other departments. In this event, the employee shall be given a twenty (20) calendar day trial in which to qualify on her/his new job. The County shall give the employee every reasonable assistance to qualify. The time of qualification may be extended by mutual agreement between the Employer and the Union. Employees who change classifications in lieu of layoff shall be paid the salary in accordance with the years of service.

- 3. For purposes of this Article, the term "Department" means the Departments listed below:
  - a. County Clerk's Office;
  - Register of Deeds' Office;
  - c. County Treasurer's Office;
  - d. Equalization Department;
  - e. MSU Extension Office;
  - f. Maintenance Department;
  - g. Planning Department;
  - h. Building Department;
  - i. Prosecutor's Office:
  - Administrator's Office;
  - k. Animal Control.
- 4. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the County to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.
- 5. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work with a training period not to exceed twenty (20) work days.
- 6. It is understood and agreed that the County Board of Commissioners has the sole right to select the classification(s) and departments in which the layoff(s) will take place.
- 7. Employees laid off pursuant to this Article will have the option of taking their earned vacation days.

- 8. <u>Voluntary Layoffs</u>. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employers shall state with certainty at the time of solicitations the length of such layoffs. If the employee(s) shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above.
- B. Notification of Recall. Notification of recall from layoff shall be sent to employees by certified mail, return receipt requested. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) working days of the date the notice was received by the employee (according to the return receipt) or the mail is returned, shall be presumed to have resigned, and their names shall be removed from seniority and preferred eligibility lists.

- 7.7: <u>State and Federally Funded Employees</u>. Those employees whose employment with the County is funded wholly or partially by State or Federal money may be terminated upon the cessation of such State or Federal funding without recourse to the Agreement unless such termination is contrary to a specific provision of the enabling legislation.
- 7.8: <u>Transfers from the Bargaining Unit</u>. If an employee is transferred to a position under the County not included in the bargaining unit, and if in the County's discretion he/she is thereafter, within six (6) months, transferred again to a position within the bargaining unit, he/she shall have continued to accrue seniority for said six (6) months after which said seniority shall be frozen.

The above-noted seniority restrictions shall apply only for layoff, recall and the job-posting and bidding procedures.

7.9: <u>Temporary Transfers</u>. The County reserves the right to temporarily transfer an employee to assist in the required work of the County. An employee so transferred shall continue to receive his/her regular rate of pay and shall not have their compensation reduced. However, if an employee is temporarily assigned to perform the majority of his/her duties in a higher paying classification for a period of three (3) weeks or more in duration, the employee shall receive the lowest rate in the higher paying classification which is greater than their regular rate of pay.

#### 7.10: Job Vacancies.

- A. All vacancies, and/or newly-created positions in the bargaining unit shall be posted for three (3) working days. The posting will state the minimum requirements for the position, a brief description of the duties and responsibilities and the rate of pay for the position. Employees who are interested in the position shall sign the posting within the three (3) working days. The Employer reserves the right to select the employee who it believes is best qualified for the position from either within or outside the bargaining unit. If the Employer awards the position to other than the most senior applicant, reason for the denial shall be given in writing by the department head.
- B. Bargaining unit employees who apply and are awarded a posted position in 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. Bargaining unit employees who apply and are awarded a posted 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. There will be a ninety (90) day trial period in effect for those members who transfer from one

bargaining position to another. 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.

- C. Part-Time. Part-time employees who are awarded a position in which they are serving that becomes full-time will have his/her accumulated hours in that position determine their entry level of pay for the newly created fulltime position. For example, the employee may have accumulated enough hours to enter at a six month, one or two year level. The 60 day trial period will apply to a part-time employee whose job becomes full-time.
- 7.11: <u>Leaves of Absence</u>. Leaves of Absence may be granted in accordance with the provisions hereinafter provided in this Agreement. All leaves of absence shall be without pay, unless otherwise specifically provided. Leaves of Absence shall not be taken for the purpose of obtaining or working at other employment.

Seniority, unless otherwise provided in this Agreement, shall accrue during such leaves of absence for up to one hundred twenty (120) calendar days and shall be frozen until return to work. All benefits shall cease when on an authorized and approved leave of absence unless the employee elects to pay for such coverage.

- 7.12: <u>Personal Leave</u>. Personal leave of absence for a period of not to exceed thirty (30) calendar days may be granted at the discretion of the County. A request for a personal leave of absence shall be in writing and signed by the employee and shall state the reasons for the leave. Requests for personal leave should be filed at least thirty (30) calendar days before such leave is desired, except in emergency situations.
- 7.13: <u>Military Leave</u>. Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal statutes.

#### 7.14: Unpaid Family Leave.

#### A. General.

 A regular non-probationary employee who has worked at least 1250 hours for the Employer in the past twelve (12) months shall be granted an unpaid personal leave of absence for a period not to exceed one (1) calendar year in the case of leave due to the employee's own serious health condition making them unable to perform the functions of their job, or twelve (12) weeks in any one (1) calendar year for any of the other reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Department Head. An unpaid family leave of absence shall be granted in the following cases.

- a. A serious health condition that makes the employee unable to perform the functions of his/her position;
- b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or
- d. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- 2. The Employer shall require employees to exhaust all accrued paid sick leave prior to an unpaid leave of absence under subsection 1 (a), above; and all accrued vacation leave prior to an unpaid leave of absence under subsections 1 (b), (c) and (d) above.
- 3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- 4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
- 5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

- 6. It is the intent of the Employer that this Agreement fully comply with the requirements of the Family and Medical Leave Act of 1993.
- В. Continuation of Benefits. All family leaves of absence shall be without pay and benefits. The only exceptions to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved family leave of absence, and the Employer will retain full coverage for eligible employees under the Group Life Insurance Plan for up to six (6) months. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave, vacation leave, approved personal leaves, and family leave under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid leave for anytime period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during an unpaid family leave of absence after the periods noted above to the extent required by federal law. An employee will not accumulate vacation. sick leave, personal leave, nor be paid for holidays which may fall during the leave period. Such leave, up to a maximum of thirty (30) days, if granted, will be allowed and credited as continuous service, i.e. seniority continues for the thirty (30) days only.
- C. Reinstatement After Leave. When a family leave of absence is granted for more than twelve (12) months in the case of a leave of absence under subsection 1 (a) above, or for more than twelve (12) weeks for leaves under subsection 1 (b), (c) and (d), the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be placed on layoff status.
- D. <u>Notice</u>. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in

less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- 1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
- 2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.
- E. <u>Certification for Medical Leaves</u>. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
  - 1. The date on which the serious health condition commenced;
  - 2. The probable duration of the condition;
  - 3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
  - 4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
  - 5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
  - 6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment:

- 7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
- 8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- F. <u>Second Opinion</u>. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- G. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
- H. <u>Subsequent Recertification</u>. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.
- I. Return-To-Work Certifications. The employee shall submit a medical certification as to the employee's ability to resume work after 1) all unpaid leaves in excess of thirty (30) days taken for the employee's health or injury reasons; 2) all unpaid leaves taken for the employee's mental health reasons; and 3) after any absence from work during which the employee received workers compensation benefits. Employees shall be provided specific notice that a return to work certificate is required when they go on

unpaid leave, or when it is determined that the leave will require such a return to work certification.

- 7.15: <u>Funeral Leave</u>. All full-time employees covered by this Agreement may be allowed three (3) days as funeral leave, not to be deducted from sick leave, for death in the immediate family. "Immediate family" is defined as follows: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, daughter-in-law, sonin-law, grandparent, spouse's grandparent, grandchild and a member of the employee's immediate household. An employee must attend the funeral (or other memorial service held) to be eligible for funeral leave. If the funeral is held five hundred (500) miles or more away from Beulah, Michigan, one (1) additional day will be granted. An employee may elect to take two (2) additional days provided that said days are chargeable to sick leave, vacation or personal leave.
- 7.16: <u>Union Leave</u>. An unpaid leave of absence not to exceed one (1) week may be granted to any employee to attend conferences or conventions of the Union, provided, however, that reasonable notice is given to the County and that such leave may be scheduled after giving due consideration to personnel requirements. The County will not unreasonably withhold the Union leaves of absence.

#### ARTICLE VIII <u>PAID</u> SICK LEAVE

#### 8.1: Paid Sick Leave.

- A. All full-time employees covered by this Agreement shall accumulate sick leave at the rate of two-thirds (2/3) of one (1) day for each full month of employer compensated employment for a maximum total of 64 hours in one year.
- B. Sick leave days may be used for actual sickness, sickness in the immediate family of the employee, or medical appointments.
- 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. Converting paid sick leave.
  - 1. Annually, employees may elect to convert up to twelve (12) accumulated sick days, on a two-for-one basis, to vacation days,

- providing that a minimum balance of twelve (12) accumulated sick days is maintained.
- 2. 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 the equivalent of eight (8) accumulated sick days is maintained. The employee's election shall be made each December 1, and shall be paid that month.
- E. Payment upon separation.
  - 1. An employee who retires, or their beneficiary if they die while employed, shall be paid for any accumulation of sick leave up to a maximum of one-half (1/2) of sixty (60) unused sick leave days (30 days).
  - 2. Fifty (50%) percent of all unused paid sick leave, up to a maximum of fifteen (15) days, will be paid to the employee upon resignation with two (2) weeks prior notice.
  - 3. Upon the dismissal from employment, or if employee does not provide two (2) weeks notice of resignation, all unused sick leave shall be canceled and shall not be reinstated or paid for.

# ARTICLE IX HOLIDAYS

9.1:

A. <u>Holiday Pay</u>. All full-time employees shall receive one (1) day of pay at their straight-time regular rate of pay, exclusive of all premium pay, for each of the following recognized holidays, provided the employee is eligible under the rules established in this Agreement:

New Year's Day Martin Luther King Day President's Day Memorial Day Independence Day

Labor Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's

Should any of the above-noted holidays fall on a Saturday, it shall be recognized on the preceding Friday. Should a holiday fall on a Sunday, it shall be recognized on the following Monday.

In the event New Year's Eve and Christmas Eve fall on Friday, they shall be recognized on the preceding Thursday, and should they fall on Sunday, they shall be recognized on the preceding Friday.

To qualify for holiday pay, the employee must work the day before and the day after the holiday, unless excused by the department head or supervisor.

B. <u>Personal Days</u>. All full-time employees shall be entitled to two (2) personal days each year, provided that such personal days shall be scheduled as far in advance as possible with the approval of their department head. Not more than one (1) person in a department may be gone on a personal day at any one time. The employee will be paid for personal days not used in the calendar year in January of the following year (effective January, 2010).

# ARTICLE X VACATIONS

10.1: <u>Vacation Eligibility</u>. Full-time employees of the County hired before October 1, 2012, covered by this Agreement shall earn vacation leave with pay in accordance with the following schedule:

Years of Service	Days of Vacation		
1 through completion of 4	10 days		
5 through completion of 14	15 days		
15 and over	20 days		

Full-time employees hired on or after October 1, 2012, with the required seniority shall earn vacation leave with pay in accordance with the following schedule:

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

An employee must work a minimum of 1,820 hours in the year immediately preceding his/her anniversary date in order to be eligible for a full vacation benefit as specified above in this section. If the employee works less than 1,820 hours in that period, he/she shall be paid a pro rata vacation pay calculated by multiplying the pay in the schedule by a fraction which has the actual hours worked as the numerator and 1,820 as the denominator. For purposes of this section only, hours which were not worked due to recognized holidays, vacation, comp time, or paid sick leave will be counted as hours worked.

- 10.2: <u>Vacation Schedule</u>. Vacation requests should be made in advance as far as possible. Vacations will be scheduled at the convenience of the employee unless the time requested would cause undue hardship for the employee's department. The County reserves the right to require an alternate vacation request. In the event of a conflict between the Employer and employee over the requested dates, the Labor Sub Committee will resolve the issue as necessary.
- 10.3: <u>Vacation Accumulation</u>. Vacation time shall not accumulate from year to year but shall be taken as earned or lost. However, upon the approval of the employee's department head and the Labor Sub Committee, employees unable to utilize their accumulated vacation prior to their anniversary date may carry over their unused accumulations for up to a maximum of three (3) months. For new employees hired on or after October 1, 2012, upon the approval of the employee's department head and the Labor Sub Committee, employees unable to utilize their accumulated vacation prior to their anniversary date may carry over their unused accumulations for up to a maximum of eighty (80) hours.
- 10.4: <u>Classification and Rates/Longevity</u>. Listed in Appendix "A" and incorporated herein are the straight-time regular rates of pay for the respective job classifications. See Appendix "B" for longevity schedule.
- 10.5: <u>Rates for New Classifications</u>. The County may establish rates for new or substantially changed classifications and shall notify the local president before putting the new rate into effect. If the Union believes the new rate is unreasonable, it shall, within five (5) working days of such notification, give written notice of its desire to meet concerning the rate, and such meeting shall be held within two (2) weeks.

#### ARTICLE XI HOURS OF WORK

#### 11.1:

- A. <u>Workweek</u>. For the purposes of this Agreement, the basic workweek shall be from Monday through Friday, inclusive, provided, however, the County retains the right to schedule a custodian to work Tuesday through Saturday if that is considered necessary. Flexible workweeks may also be worked as provided in the parties' Letter of Understanding on Flexible Workweeks.
- B. <u>Definition of Full-Time, Part-Time and Temporary Employees and Substitute Employees.</u>
  - 1. Regular Full-Time Employee A regular full-time employee is an employee who is working at least thirty-five (35) hours per week on a regular schedule. In the event of a reduction in the number of hours in the normal workday and/or workweek, employees who are thereby reduced but are working a minimum of thirty (30) hours per week shall continue to receive full-time benefits. The parties agree that the immediately preceding sentence does not apply to individual status changes from full-time to part-time. Effective September 29, 2014 February 3, 2014, all regular full-time employees' normal workweek shall be forty (40) hours. [From Amendment Agreement]
  - 2. **Regular Part-Time Employee** A regular part-time employee is an employee who is working less than thirty-five (35) hours per week [forty (40) hours effective September 29, 2014 February 3, 2014], but at least twenty-five (25) hours per week on a regular schedule. These employees are not entitled to benefits other than as specifically provided for part-time employees in this contract, and those benefits shall be on a pro-rata basis. [From Amendment Agreement]
  - 3. **Temporary Employees** A temporary employee is an employee hired for a specific job of not more than one hundred and eighty (180) continuous days in duration.
    - a. The Employer may hire temporary employees and these employees will not be covered by the terms of the contract, however, they shall not be used in such manner as to replace.

- displace or reduce the non-overtime hours of bargaining unit employees.
- b. If a temporary employee is retained beyond the one hundred and eighty (180) day period, they shall attain seniority, unless the one hundred and eighty (180) days is extended by mutual agreement of the Employer and the Union.
- 4. **Substitute Employees** A substitute employee is an employee hired to replace a regular employee on a leave of absence or vacation. These employees shall not be covered by the terms of this Agreement and may be retained for the duration of the leave.
- 5. Special Part-Time Employees A special part-time employee is an employee who is working less than twenty-five (25) hours per week on a regular or irregular schedule. These employees shall not be covered by the terms of this agreement, but shall not be used in the manner to replace, displace or reduce non-overtime hours of bargaining unit members.

#### 11.2: Overtime Work.

- A. Employees will work reasonable amounts of overtime upon request. Employees will be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in any workweek. Employees must receive written approval of their department head to work overtime, which approval will be then attached to the submitted time sheets. Paid holiday time shall be considered as time worked for the purpose of overtime. Employees required to work overtime may have sick leave considered as time worked for the purpose of overtime as approved by their supervisor. This latter clause will be effective upon ratification of the contract.
- B. <u>Compensatory Time</u> The employees and department head may agree to compensatory time off instead of overtime. Such time off shall be earned and paid at time and one half (1 l/2) for all hours in excess of forty (40) hours per week. 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 forty (40) hours. Compensatory time will be used or paid at the 1 1/2 times rate within two pay periods after being accrued.

#### 11.3: Lunch and Rest Periods.

- A. <u>Lunch Period</u>. Each employee shall receive a one (1) hour unpaid lunch period, except the custodian, who shall have one-half (1/2) hour unpaid lunch period. The Department Head and employee may agree to a onehalf hour unpaid lunch break with the other unpaid half hour off occurring either at the beginning or the end of the day.
- B. Rest Period. Employees will be allowed two (2), fifteen (15) minute rest periods, with pay, each work day to be taken at their department's discretion.

# ARTICLE XII INSURANCE

#### 12.1: Insurance.

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

#### C. Premiums.

1. The Employer will not provide health insurance nor benefits for employees' dependent children beyond their 26<sup>th</sup> birthday nor any other dependent family members excepting spouse beyond their 26<sup>th</sup> birthday, unless otherwise prohibited by law. If employees desire to obtain vision coverage for their dependents and/or health coverage for their dependents past the dependent's 26<sup>th</sup> birthday, they may obtain such coverage (if available) from the insurance carrier by

paying the cost. This payment may be made by payroll deduction of the appropriate amount. The employee is responsible for informing the County of any changes in coverage for his or her dependents. TPOAM employees and all other Benzie County employee will have consistent and equal health care programs.

2. Each year the Union and employer agree to meet to explore changes in the health insurance program which could lessen costs to the County and to the employee.

#### D. <u>Duplicate Coverage</u>.

- 1. A full-time employee who is eligible for health/dental/vision insurance via another source and who executes a County waiver form may elect not to be covered by the health/dental/vision insurance provided under this Section. The decision to waive coverage shall be made once per calendar year. In the event the employee elects to forego health/dental/vision insurance, the Employer shall pay the employee \$69.23 per pay period for those employees eligible for single subscriber coverage, \$138.46 per pay period for those employees eligible for two-person coverage, and \$161.53 per pay period for those employees eligible for family coverage.
- 2. Employees losing medical coverage from their spouse 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.

#### E. Short and Long Term Disability.

- 1. The Employer shall provide and pay the full premiums of short term and long term sickness and accident insurance for all full-time employees covered by this Agreement. The employee who is eligible shall receive, on the short-term disability plan, sixty-six and two-thirds percent (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 the long term disability plan, 60 percent (60%) of their normal weekly straight time wages starting on the ninety-first (91st) day of disability which would continue as a benefit until age sixty-five (65). These benefits are also subject to tax under current IRS rulings.
- 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. However, the eighth (8th) day shall change to twentieth (20th) day if non-union employees and the POAM, COAM and POLC bargaining units also have a 20 day wait period. Elected official do not receive disability insurance. Employees shall not be eligible for sick or accident 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. <u>Continuation of Benefits</u>. 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 one (1) year if an employee is on short/long disability term insurance. The one (1) year maximum is inclusive of FMLA leave time.
- Employment Relationship. The employee's seniority and the employment relationship will continue for twelve (12) months from the start of an employee receiving sick and accident benefits and twenty-four (24) months for Workers' Compensation payments. Beyond the twelve (12) months and twenty-four (24) months, the Employer may terminate or otherwise remove the employee from employment.
- 4. <u>Bridge</u>. 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 accumulated 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.
- F. Regular Part-Time Employees. Regular part-time employees, as defined in Section 11.1B2, may participate in the Employer's Health, Dental, and Vision Insurance benefit plan, with the Employer contributing up to the single subscriber amount.
- G. Retirement. Employees who retire from active employment and were immediately eligible for retirement benefits may participate in County group health insurance at the retiree's cost.
- H. <u>Life Insurance</u>. The County agrees to pay the full cost of a twenty-five thousand dollar (\$25,000.00) group term life insurance coverage for all full-time employees. Full-time employees may purchase additional life insurance at their own cost through payroll deduction through the County's cafeteria plan or the County's group term life carrier.

# ARTICLE XIII PENSION

13.1: <u>Pension</u>. The Employer pension plan shall be the Michigan Municipal Employees Retirement System of Michigan (MERS). For employees hired before October 1, 2012,

the benefit level is B-3 with the group having previously elected to buy to the B-4 level at the employee's expense.

For employees hired on or after October 1, 2012, 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 age 60 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, 2016, employees shall pay 6% towards MERS via payroll deduction.

Any increase in the MERS cost over the current rate for all employees, as of October 1, 2012, will be paid by the employees via payroll deduction, in addition to what eligible employees pay for going from B-3 to B-4.

13.2: <u>Pension Level</u>. During the life of this Agreement, the employees, by a simple majority vote, may elect as a group to purchase the pension improvement Plan of E-2.

# ARTICLE XIV SPECIAL CONFERENCES

14.1: <u>Special Conferences</u>. Special conferences for important matters of mutual concern may be scheduled at times mutually agreeable to the parties. Special conferences shall not be used for the purpose of additional collective bargaining. An agenda of the matters to be discussed shall be submitted by the party requesting the special conference and approved by the other party prior to the scheduling of such conference. Matters taken upon in the special conference shall be confined to those included in the agenda. Any request for a special conference shall be made by the Union President, in writing, to the Chairperson of the Personnel Committee.

# ARTICLE XV MISCELLANEOUS

- 15.1: <u>Captions</u>. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.
- 15.2: <u>Bulletin Board</u>. The County shall furnish reasonable bulletin board space for the purpose of posting Union notices. The County reserves the right to police the bulletin board for offensive material.

- 15.3: Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.
- 15.4: <u>Time Clocks</u>. The County reserves the right at any time to install time clocks and to establish reasonable rules concerning their use.
- 15.5: <u>Subcontracting</u>. The County reserves the right to subcontract to purchase any or all work processes or services when, in the determination of the County, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed elsewhere.
- 15.6: <u>Closing of County Buildings</u>. If a state of emergency because of snow is declared and the Government Center is closed, employees shall be paid for all lost hours. Payment for lost hours will also apply for other occurrences such as weather related events or power outages that necessitate the closing of the Government Center or one of its satellite buildings. Only the employees that work in the building and are affected by its closing will be compensated for lost hours.
- 15.7: <u>Safety and Health Committees</u>. The Union President may request meetings of the Board of Commissioners Health Committee and/or Safety Committee to discuss health and safety concerns. The Union President shall be notified of scheduled meetings of these committees upon request.

# 15.8: Discharge and Discipline.

A. <u>Discipline</u>. No employee shall be discharged or laid off for disciplinary reasons except for just cause. Any claim for an employee that he has been unjustly discharged or otherwise disciplined shall be processed through the grievance procedure beginning at step 2.

- <u>Disciplinary Notice</u>. All employees shall have the right to be represented by their appointed representative or a steward at all disciplinary conferences or procedures.
- 2. Progressive Discipline. The employer acknowledges the desirability of use of the principles of progressive and corrective discipline where appropriate. The Union acknowledges, however, that progressive discipline need not be utilized for major or chronic offenses. Progressive discipline would typically be applied using the following format:

1st offense - oral reprimand memo 2nd offense - written reprimand 3rd offense - suspension 4th offense - discharge

While this is to be the typical steps, it is not intended to bar other progressive steps.

- 3. In imposing discipline on a current charge the Employer shall not consider any minor disciplinary actions which occurred more than two (2) years previously, unless directly related to the current charge.
- B. <u>Counseling</u>. Counseling shall not be considered discipline, shall not be a part of the personnel file, and shall not be subject to the grievance procedure.

# 15.9: Physical Examinations.

A. As a condition of the employee's return to work from sick leave, or a health or injury leave of thirty (30) or more days, or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave, which certifies the employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other basis to question the employee's physical ability to perform the essential functions of the employee's job, or if the employee's continued presence at the work site may endanger his or her health or safety or that of other employees or the public.

- B. Return to work certifications shall be provided by the employee's physician. If the Employer questions this certification, it may seek additional medical opinions as provided in Section 7.13F of this Agreement. All other examinations required under this shall be by physician of the Employer's choice, including an appropriate medical specialist selected by the Employer when deemed appropriate. The cost of such examination shall be borne by the Employer, unless otherwise covered by health insurance.
- C. In the event the Employer requires any employee to take a TB test or chest X-ray as a condition of employment, the Employer agrees to assume the cost of such test(s), to the extent not covered by insurance.
- D. If the employee is not satisfied with the determination of the designated physician of the Employer in the case of a return-to-work request, he/she may seek a third opinion under Section 7.13G of this Agreement. If the employee is not satisfied with the determination of the designated physician of the Employer as to any other examinations under this Section, he/she may submit a report from a doctor of his/her own choosing. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor may agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties, except in cases in which the Employer's physician determines that the employee's return to work may endanger other employees or the public, in which case the Employer physician's determination shall control. The expense of any third physician shall be shared equally by the Employer and the employee, to the extent not covered by insurance.
- E. On the basis of such an examination under this Section, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.
- F. <u>Drug Testing</u>. The Employer reserves the right to request an employee to take a test for illegal drug use in the event the Employer has a reasonable suspicion of such use. Failure to submit to such a drug test will be grounds for termination of employment. The Employer shall notify the Unit president whenever an employee is requested to take a drug test, unless the employee requests, in writing, that no such notification occur.

- 15.10: <u>Privileged Information</u>. Some positions may give employees access to personal information about individual employees or members of the public. Employees shall treat such information confidentially and discuss it only when pertinent to the business at hand, but not elsewhere. Breech of this policy is regarded as a very serious disciplinary offense.
- 15.11: <u>Training</u>. Travel time for work related training outside the office will be compensated in accordance with existing labor regulations.
- 15.12: <u>Job Descriptions</u>. As the County reviews and updates job descriptions for each Union position in each affected Department or Office they will provide a copy to the union president.
- 15.13: Termination. This Agreement shall remain in force until midnight, September 30, 2014 2018, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.
- 15.14: 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 on 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	set	their	hands	and	seals	this
	day											

COUNTY OF BENZE

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION

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		OF MICHIGAN
CHAIRMAN, COUNTY BOARD COMISSIONERS	OF	Business Agent
		President
County Clerk		
		Negotiating Team
County Treasurer		
County Register of Deeds	_	
County Prosecutor		

Effective October 1, 2013 2016 through September 30, 2014 2018

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# APPENDIX A WAGES

# A. Effective October 1, 2016 (1% increase): 2013 through September 30, 2014

<u>Title</u>	Start	1 year	2 years	3 years	4 years	5 years
Field Appraiser I	12.61	14.12	14.46	14.83	15.23	15.99
Field Appraiser II	13.87	15.38	15.71	16.08	16.49	16.91
Secretary	12.43	13.61	14.14	14.73	14.95	15.31
Victim Advocate	12.43	13.61	14.14	14.73	14.95	15.31
Maint. Custodian	13.44	14.99	15.44	15.99	16.39	16.74
Asst. Animal Control	12.82	14.26	14.58	14.95	15.35	15.69

Effective October 1, 2013, the 6 month step shall be eliminated.

# B. Effective April 1, 2017 (1% increase):

<u>Title</u>	Start	1 year	2 years	3 years	4 years	5 years
Field Appraiser I	12.74	14.26		14.98	<u>15.38</u>	<u>16.15</u>
Field Appraiser II	14.01	<u>15.53</u>		<u>16.24</u>	<u>16.65</u>	17.08
Secretary	<u>12.55</u>	<u>13.75</u>	14.60 <u>15.87</u> 14.28 <u>14.28</u> 15.59	14.88	<u>15.10</u>	15.46
<u>Victim Advocate</u>	12.55	<u>13.75</u>		14.88	<u>15.10</u>	<u>15.46</u>
Maint. Custodian	13.57	<u>15.14</u>		16.15	16.55	<u>16.91</u>
Asst. Animal Control	12.95	14.40	14.73	<u>15.10</u>	15.50	<u>15.85</u>

# <u>C.</u> Effective October 1, 2017 (1% increase):

<u>Title</u>	Start	1 year	2 years	3 years	4 years	5 years
Field Appraiser I	12.86	14.40		15.13	15.54	16.31
Field Appraiser II	14.15	15.69		16.40	16.82	17.25
Secretary	12.68	13.88	14.75 16.03 14.42 14.42 15.75	<u>15.03</u>	<u>15.25</u>	15.62

Victim Advocate	12.68	13.88		15.03	<u>15.25</u>	15.62
Maint. Custodian	13.71	15.29		<u>16.31</u>	16.72	17.08
Asst. Animal Control	13.08	14.55	14.87	15.25	15.66	16.01

# D. Effective April 1, 2018 (1% increase):

<u>Title</u>	Start	1 year	2 years	3 years	4 years	5 years
Field Appraiser I	12.99	<u>14.55</u>		15.28	15.69	16.47
Field Appraiser II	14.29	<u>15.85</u>		16.57	16.99	17.42
Secretary	12.81	14.02	14.90 16.19 14.57 14.57 15.91	<u>15.18</u>	<u>15.40</u>	<u>15.77</u>
<u>Victim Advocate</u>	12.81	14.02		<u>15.18</u>	<u>15.40</u>	15.77
Maint. Custodian	<u>13.85</u>	<u>15.44</u>		<u>16.47</u>	16.89	17.25
Asst. Animal Control	<u>13.21</u>	14.69	<u>15.02</u>	15.40	15.82	16.17

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**EFFECTIVE** 

# APPENDIX B

LONGEVITY	01-01-2002
5 through 7 years of service	\$300.00
8 and up years of service	\$500.00
On the 9th and succeeding years	An additional \$30 per year for each year

Longevity payments shall be made by separate check on the first pay period following the employee's anniversary date.

Longevity is eliminated for new employees hired on or after October 1, 2012.

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Budget Committee Meeting Notes September 2, 2016

A Special Meeting of the Budget Committee was called to order by Frank Walterhouse at 9:00 a.m.

Present:

Coury Carland, Gary Sauer and Frank Walterhouse

Staff Present: Dawn Olney, Mitch Deisch, Maridee Cutler

Pledge of allegiance was given.

Agenda: Motion by Carland, seconded by Sauer, to approve the agenda as amended by adding 8.

Other: Budget at a Glance and Election Equipment; 7C add Prosecuting Attorney. Ayes: All Nays: None Motion carried.

Minutes: Motion by Carland, seconded by Sauer, to approve the July 15, July 18, July 19 and July 22, 2016 minutes as presented. Ayes: All Nays: None Motion carried.

Public Input: None

# Mitch Deisch:

- A. Appropriations Act: Removed the portion that stated 50% back to General Fund and 50% back to departments; will discuss with Tom Longanbach regarding Benzie Transportation Authority should it be on this list or not. Will be adopted with the overall budget adoption.
- B. Employee Roster: Maridee stated that this is so that there are no employees added throughout the year; Mitch stated that the Sheriff wants a Lieutenant Mitch asked why it wasn't brought up in the budget; he needs to go to the full board and state your case.
- C. Appendix A, Elected Officials: Will be adopted on September 27.
- D. Prosecutor Wages: There is concern that the increase in wages they gave last year was to be brought in with a contract and they have collected only \$1,700 of that \$35,000; Sara Swanson is present and stated that she feels she can bring in the \$25,000 but not \$35,000. She also stated that the Prosecutor position being underfunded goes way back to when Tony Cicchelli beat Paul Schendel and his salary was cut significantly and never got back to where it should be. If we stayed where Paul Schendel was, I would be making what I am now or more. JB Daugherty also took a pay cut to keep Kathy Bruce as an employee. This office has never stayed up with the other elected offices.

Comm Sauer inquired regarding billings – she sent another one out today – for about 27 hours. Sara stated that the \$33,000 was not a realistic number – she stated that both she and Karl knew that. Next year state-wide will increase for CPS cases from \$25.00 per hour to \$175.00 per hour. They are also receive a lot of cases from Frankfort – they will consider getting a contract for reimbursement of those. Mitch and Sara will sit down with the Chief of Police in Frankfort and discuss this; Mitch will also get a copy of the contract which was entered into with Manistee.

- E. Appendix B, Appointed Officials: Supreme Court has increased the Probate Judge salaries effective October 1, 2016 to \$141,318.19, this will be corrected in Appendix B; will be adopted on September 27.
- F. Appendix C, Per Diem/Mileage Report: Needs to be worked on Brownfield added; will be adopted on September 27.
- G. Tax Rate Request L-4029: Will be adopted on September 27.
- H. Corrections to Emergency Management Budget 101-426: Motion by Sauer, seconded by Carland, 2016-17 budget to decrease 101-426-967.00 Project Expenses to \$3,475; and increase revenue 101-426-539.06 by \$1,712.40 and increase expenditures 101-426-967.00 Project Expenses by \$1,712.40. Ayes: All Nays: None Motion carried.
- I. Probate Judge Salary Increase: Done
- J. Additional \$2,000 for Airport Authority: Motion by Walterhouse, seconded by Carland, to increase the 2016-17 budget to \$12,000 for the Airport Authority contribution. Ayes: All Nays: None Motion carried.
- K. Ad for the paper, set public hearing date: Dawn Olney indicated that the ad for public hearing regarding the budget is scheduled to appear in the Record Patriot on September 7, for the hearing to be held on September 13 at 9:00 a.m.

### Other:

- A. Election Equipment: Motion by Sauer, seconded by Carland, to increase 101-262-930.00 Elections Equipment by \$10,000 for the 2016-17 budget. Ayes: All Nays: None Motion carried.
- B. Budget at a Glance: Mitch presents a proposed Budget at a Glance sheet that will be handed out to the general public through the towships, city, villages, Road Commission, Council on Aging, Benzie Bus whoever will agree to have them available. This will help the citizens better understand what we are doing in Benzie County.

Maridee indicated with the changes made to the 2016-17 budget today, we need to change the amount in Budgeted Use of Fund Balance.

Motion by Walterhouse, seconded by Carland, to change the 2016-17 budgeted use of fund balance to \$176,631. Ayes: All Nays: None Motion carried.

Finance Committee September 2, 2016 Page 3 of 3

Public Input: None

Motion by Carland, seconded by Sauer, to adjourn at 10:48 a.m. Ayes: All Nays: None Motion carried.

Dawn Olney Benzie County Clerk

# FINANCE REPORT

# Human Resources (HR) Report

# Committee Appointments

# ACTION ITEMS

# CORRESPONDENCE

# LITTLE PLATTE LAKE ELEVATION



LEGAL LEVEL 586.7

B.M. L IRON NE ABUTMENT ELEV. 589.44

NAME	DATE	DISTANCE TO WATER	ELEVATION	HIGH + LOW -	COMMENT
CD	8-3-16	2.55	586.89	+.19	
CD	8-11-16	2.58	586.86	+.160	
CD	8-18-16	2.52	586.92	+.22	
CD	8-22-16		-		pull one board
CD	8-25-16	2.45	586.99	+.29	
CD	9-1-16		586.94	+.24	
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			7		
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# CRYSTAL LAKE ELEVATION

LEGAL LEVELS JAN. 1 - APR. 30 8 NOV. 1 - DEC. 31 MAY 1 - OCT. 31

599.75 600.25

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

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HAME	DATE	DISTANCE TO WATER	ELEVATION	HIGH +	сонмент
CD	3-31-16	1.55	600.32	<u>-77</u>	rain 1
CD	4-6-16	1.6	600.27	,52	5 NOW ON Ground
CD	4-13-16	, <b>-</b> -	<u> </u>	-	to rough
CD	4-20-16	1.52	600.35		
CD	4-27-16	1.65	600,22	.47	Tain
( D	4-30-16	-	-		drop 3 boards 1H
CD	5-3-16	1.65	600.22	03	
	5-12-16	1.62	600.25	.00	
CD	5-20-16	_			to rough
CD	5-24-14	1.6	40027	+.02	111 - 11 - 11 - 11 - 11 - 11 - 11 - 11
CD	5-31-16	1.6	600.27	+.02	
CD	6-2-16			-	to rough
CD	6-9-16	1.57	600.30	4.05	
CD	6-16-16	1,41	600.46	+,21.	rainy
_CD	6-23-16	1.42	600.45	+,20	
CD	6-28-16	-		-	check dam bolts + Huts
				.15	with washersadded?
CD	6-30-16	1,47	600.40	+.\$	
CD	7-4-16	1.48	600.39	+,14	
CD	7-11-16	1.55	400.32	+.07	
CD	7-18-16	1.47	600.40	+.15	RECEIVED
CD	7-26-16	1.55	600.32	+.07	SEP 0 2 2016
CD	7-29-16	1.55	600.32	+,07	AFNZIF COUNTY CLERN
CD	8-3-16	1.6	600.27	+.02	REIII AH, MI 49617
CD	8-11-16	1.68	400.19		,
CD	8-12-16				over to outlet
					Checking on wiring 2 cables broke
			2		2 eables broke
					800

# CRYSTAL LAKE ELEVATION

LEGAL LEVELS JAN. 1 - APR. 30 8 NOV. 1 - DEC. 31 MAY 1 - OCT. 31 599.75 600.25

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

COMMENT		HIGH +	ELEVATION	DISTANCE TO WATER	DATE	NAME
	<u></u>	06	600.19	1.68	8-18-16	CD
		+.05	600.30	1.57	8-25-16	CD
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# **BENZIE COUNTY** PARKS AND RECREATION COMMISSION

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

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

# Regular Meeting June 27, 2016 **Benzie County Government Center**

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

Present: Cathy Demitroff, Sean Duperron, Frank Walterhouse, Marjorie Pearsall-Groenwald, Walter Roch Von Rochsburg, Barb Skurdall, Christy Andersen, Tad Peacock, Ted Mick

Absent:

Ann Bourne & Ted Mick

Others Present: Patt, Recording Secretary

Jim Radabaugh and Roger Dewey, Friends of Pt. Betsie

Matt Skeels, Benzie County Road Commission

Motion by Walterhouse, seconded by Pearsall-Groenwald to approve the agenda with the addition of addendum re: Permission to Spray Japanese Knot Weed. All Aye. Motion Carried.

Motion by Walterhouse, seconded by Anderson to approve the minutes of the May 25, 2016 Regular Meeting as presented. All Aye. Motion Carried.

Public Input:

None

# **Committee Reports:**

Railroad Point: No Report from Walterhouse.

<u>Point Betsie Light House:</u> Roch Von Rochsburg explained that Plan #7 for Road and Parking improvement has been approved. He deferred to Jim Radabaugh's presentation for additional information.

Jim Radabaugh addressed the Commission on behalf of the Friends of Pt. Betsie Light House (FOPBLH). He gave an overview of the history leading to the current Plan #7 for improvements to road access and parking area for the light house (current Plan # 7 has been approved by SHIPO – State Historic Preservation Office). Their group would like to apply for grant funds to help with this project in April 2017. This will allow time for holding Public Meetings starting this summer when the greater part of the entire resident population is most able to attend. Public Meetings are tentatively planned to be held at the Benzie County Government Center. The Plan #7 Architect will present the plans at the Public Meeting. Concerns were shared about emergency and/or bus accessibility, the size of the turnaround, improved beach access, bath room access, unsafe conditions for bicyclists and maximum parking potential. Jim responded that approved design is meant to accommodate tour bus and emergency vehicles but he will be verifying required dimensions for the turn around. A suggestion was made to look into using Shuttle Buses during the 6 week part of the summer that has the heaviest visitor traffic. Members of the Commission commented that the existing plan will help with safety concerns and will become more "concrete" as it goes through the Public Meeting Process and the turnaround radius is checked and verified. Any significant changes to Plan #7 will require review/approval by SHIPO.

<u>Trail Report:</u> Duperron reported meeting with sub-committee in May re: possible single track trail for motorcycles. He will talk to Township Officials to see if there is any interest/support for this type of trail. He doesn't see the need for the development of a plan unless there is support from one or more townships. There are continued plans to meet and work in partnership with Benzie-Manistee Snow Birds. It is expected that involving multiple trail users will improve commitment to the trails.

Betsie Valley Trail Management Council: No Report from Walterhouse.

<u>Recreational Facilities & Access:</u> Bourne not present. Duperron relayed information from Bourne that after meeting with state partners, there is grant money available to pay for collection of information for new Water Trails. Additional details will be forthcoming from Bourne.

Zada Price Property: Peacock reported the completion of a short trail. He would like to develop a picnic area at the top of the trail and an informational Kiosk at the base of the trail. SEEDS may be funding source for table and/or Kiosk if there are not enough funds

from P & R (next P & R budget has not yet been approved and there is approximately \$3300 left in the current budget per Walterhouse). Peacock will research Kiosks. Von Rochsburg asked about adding a trash receptacle. This will probably not happen. Not having a trash receptacle solves the potential misuse problem of outside trash being dropped off and supports the philosophy of "whatever you bring in, you take out".

<u>Recreational Programs:</u> Skurdall said the first Tennis Clinic was attended by 7 kids. The remaining clinics will be in the Record Patriot Community Calendar. A Michigan Tennis Service Rep has done some in school programs and will continue to do more in the fall. Work has been done on the Platte River Elementary Court to get it into a more functional condition. Benzonia Courts are continuing to deteriorate. Frankfort courts not part of the current plans/activities but will be looked at for future plans/activities.

Old Business: None

Public Input: None

Correspondence: No mail other than a catalog with high dollar outdoor furniture.

<u>New Business:</u> Grand Traverse Conservation District, NW Michigan Invasive Species Network has asked permission to treat the infestation of Japanese Knotweed on Benzie County Park Property. Motion by Anderson, seconded by Skurdall to grant permission. All Aye, Motion Carried.

The July P & R Meeting will conduct its regular business at the Benzie County Government Center. A brief recess will be called to allow attendees time to travel to Railroad Point for the remainder of the meeting.

Motion by Walterhouse and seconded by Pearsall-Groenwald to Adjourn. Chair, Demitroff declared the meeting adjourned at 6:20 p.m.

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

Minutes were respectfully submitted by Patt Hudson, Recording Secretary

Trans Walterbouse, Secretary



The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at their offices in Honor, Michigan on Thursday, August 11, 2016 at 9:30 AM.

Present:

Chairman Rosa

Vice Chairman Nuske Commissioner Mick Manager Skeels

Superintendent Schaub

Clerk Jordan

The agenda was accepted as presented.

The minutes of the 7/28/16 meeting were accepted as presented.

Motion by Comm Mick and supported by Comm Nuske to pay bills # 43208 to # 43260 for the amount of \$ 182,265.15 and Payroll # 16 for \$ 46,990.72. Ayes: Rosa, Nuske and Mick. Motion carried.

**Superintendent's report**: We have two volunteers to drive our truck in the Coho Parade; Rock tub trailer came today; Herron Rd and Elberta Resort Roads are paved; Aral Rd is being paved today.

# Public Input:

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

## **New Business:**

**Lake Township contracts** - Motion by Comm Nuske and supported by Comm Mick to sign the revised contracts between Lake Township and the Road Commission for paving of Highland Dr and Spring Valley. Ayes: Rosa, Nuske and Mick. Motion carried.

City of Frankfort permit and Seventh St Park plans - Jeff Cockfield of GT Engineering presented the plans for the Seventh St Park improvement. The board requested that the sidewalk and wall on the north side of South Shore Dr be moved to 8 feet from the edge of the pavement and that the sidewalk be slightly sloped to drain water away from the road. Also, the stream on the west side of Bellows (7th St) be piped under the road to the water garden on the east or the road must be sloped so that water does not collect on the surface. Motion by Comm Rosa and supported by Comm Nuske to accept the plans as presented with the requested changes and to approve the permit for the driveways proposed on South Shore and Bellows Roads. Ayes: Rosa, Nuske and Mick. Motion carried.

### Correspondence/Information/Discussion:

**Patterson Rd update -** We have removed the fence from the end of the road and marked trees for removal. We'll hold off on removing trees and brush until after the attorneys review the FOIA documents requested.

Fewins Rd - Property agreements have been sent to the property owners for approval.



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DAVAN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

# Page 2, Benzie CRC mtg 08/11/16

**Michigan Ave** (formerly Anderson Rd in Crystal Lake Twp) - There is a dispute over the right-of-way that was quit claim deeded after the road was moved. We'll have a surveyor draw out the descriptions before we go further.

**El Dorado Park** - The NPS is asking about public roads and lots in El Dorado Park off Lake Michigan Road.

**Tree clearing project** - The project is set to begin in October. It was awarded to Kivisto Tree Service in Brighton.

**Recycling** - Matt will talk to Dave Schaeffer about a different location for the recycling trailers next year when we replace the fuel tanks.

Public Input: None	
Meeting was adjourned at 11:25 AM.	
Minutes approved 8/25/16	
Robert Rosa, Chairman	Kathleen A, Jordan, Clerk