

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA

December 5, 2017

Commissioners Room, Governmental Center, 448 Court Place, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m. **CALL TO ORDER**
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 11/14/17 (open & closed)
 PUBLIC INPUT
 COA Annual Meeting
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS – Email from Mary Hoyt; OMA Violation from
 Thelma Rider-Novak
 COUNTY ADMINISTRATOR’S REPORT –
 FINANCE – Approval of Bills; Consent Calendar
 HR and PERSONNEL – Consent Calendar
 COMMITTEE APPOINTMENTS – EMS Resignation & Appointment; Veterans
 ACTION ITEMS – Onsolve (CodeRED); Mass Notification Agreements; MMRMA
 Grant EMS; 4 - 2% Grants Emergency Mgt
 PRESENTATION OF CORRESPONDENCE
 UNFINISHED BUSINESS
 NEW BUSINESS –
10:00 Sean Duperron – Point Betsie Coastal Zone Mgt Grant Application; Resol 2017-035
10:15 Matt Skeels, Road Commission
10:30 AES Report
10:45 AES Report
11:00 Tim Smith & The Bernstein Firm, Opioid Litigation
11:15 Tad Peacock, Conservation District Annual 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 – Bob Roelofs (Almira East of Reynolds Road).....	231-645-1187
District II -- Art Jeannot (Almira Twp West of Reynolds Road, Platte and Lake Townships).....	231-920-5028
District III - Roger Griner (Crystal Lake, Frankfort).....	231-651-0757
District IV - Coury Carland (Benzonia).....	231-930-7560
District V - Frank Walterhouse (Homestead).....	231-325-2964
District VI - Evan Warsecke (Colfax, Inland).....	231-275-3375
District VII – Gary Sauer (Blaine, Gilmore, Joyfield, Weldon).....	231-651-0647

THE BENZIE COUNTY BOARD OF COMMISSIONERS
November 14, 2017

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, November 14, 2017, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chairman Coury Carland at 9:00 a.m.

Present were: Commissioners Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke

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

Agenda:

Motion by Walterhouse, seconded by Warsecke, to approve the agenda as amended, adding Holiday Schedule to Commissioner Reports. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Minutes:

Motion by Jeannot, seconded by Griner, to approve the regular session minutes of October 24, 2017 as presented.

Motion by Carland, seconded by Warsecke, to amend the October 24, 2017 minutes on page 3 Comm Carland's comments.

Vote on Amendment: Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Vote on Original as Amended: Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Motion by Roelofs, seconded by Warsecke, to approve the closed session minutes of October 24, 2017 as presented. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

9:05 a.m. Public Input

Thelma Rider, spoke regarding the Building Authority and the removal of members; and closed session later today.

9:08 a.m. Public Input Closed

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

David Schaffer, Recycling Coordinator, stated that he has met with American Waste and they are in the early stages of contract negotiations which will be finished in the Spring; we will be switching from 30 yard roll-off bins to 10 yard dump-style bins in December; he has put a press release out to the paper and will put on social media; he is placing a newsletter in the winter tax bills; DEQ Recycling Education Grant is going well and with some of those funds they are working on a web page.

Doug Durand, Executive Director of Benzie Senior Resources, presented the October 2017 report; 104 people signed up for snowplowing; reported on the Home Health Care celebration yesterday; Subaru will be used for the addition of a 5th route; Congregate Meals in Thompsonville on the 1st Friday; Christmas bags are going along good – working with grocery stores. In-home services have jumped in need.

COMMISSIONERS

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Kyle Maurer, Animal Control, stated that the flooring is completed at the shelter and it looks great and is easy clean-up; we will need to purchase a leaf blower and they will be looking into replacing the ventilation system. Currently they have 4 dogs and 12 cats at the shelter.

Dawn Olney, County Clerk, reported to the board that the MMRMA renewal has been received and gave an update before signing the renewal. We have been a member of MMRMA for 33 years; we have in excess of \$26 million in building value and contents insured; we have 32 vehicles insured; we have received in excess of \$626,940 in net asset distributions and this year our distribution has been determined to be \$103,450 upon signing the renewal. We have received over \$87,469 in RAP grants which have been used for the Jail, EMS, Courthouse, and Emergency Management.

COMMISSIONER REPORTS

Buildings & Grounds Consent Calendar: Motion by Jeannot, seconded by Griner, to approve the one item from the November 8, 2017 Buildings & Grounds Consent Calendar as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Holiday Schedule: Dawn Olney, County Clerk, explained the issue with the dates that the Government Center is currently scheduled to be closed for the Christmas and New Year holidays. The dates are in conflict with the SCAO schedule for the courts to be closed.

Motion by Carland, seconded by Griner, to have the Courthouse closed on Friday, December 22, 2017 and Monday, December 25, 2017; and Friday, December 29, 2017 and Monday, January 1, 2018. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Comm Roelofs reported on the Domestic Violence Task Force; Grand Traverse Veterans Affairs have voted 3-0 to hire Michael Roof as the new Director, with a January 2, 2018 start date; Benzie County Veterans Affairs met last Monday and stated that Mr. Hoyt is getting ready for stem cell transplant next week and his spirits are very good – keep him in our prayers; attended Buildings & Grounds; 911 was cancelled; VCAT meeting last week he spoke regarding VA claims; we had a great crowd at the Veterans Memorial on Veterans Day.

Comm Walterhouse reported on the Homestead Township monthly meeting and stated they are doing a lot of work around that building, some new blacktop work at the fire department and ball fields; Village of Honor meeting – Carrie Corey met with people on the corner and the Village gave her the OK to move forward. She is looking for 2018 – tires, vehicle repairs, convenience store with gas station. Platte River Inn has added a Pub and will have bands in the future.

Comm Griner reported that he attended the Veterans breakfast at Frankfort High School sponsored by the National Honor Society last month; Conservation Resource Alliance – 50th Anniversary get together at Black Star Farms; Work force housing; Jason Allen was appointed to head up the Rural Development.

Comm Jeannot reported that he attended the DHHS meeting on October 27th and they are hiring a new state director for our region – Kris Lagois is being reassigned; The Maples has 93% occupancy now; HR Consent for the interim director for EMS discussion later today; 11/9 attended the Chamber annual dinner; attended a meeting with Rep VanderWall yesterday – there is a bill being circulated

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regarding legacy costs for counties less fortunate than us; attended Almira Township meeting last night.

10:00 a.m. Jennifer Berkey, MSUE, presented the Annual Agreement for Services and stated the language is the same as before.

Motion by Walterhouse, seconded by Sauer, to approve the Agreement for Extension Services with MSUE for 2018, authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

10:08 a.m. Recess

10:15 a.m. Reconvene

Tony Radjenovich, MERS

Mr. Radjenovich presented a power point showing the program that we offer; Benzie County has 9 divisions and it offers a defined benefit; at this point all employees pay 6% toward this benefit. Mr. Radjenovich discussed various items of the report and managing the unfunded accrued liability. As we move forward there will be a great amount that will need to be applied to this unfunded balance and discussions will need to be had about the budgeting of same.

Comm Sauer asks if we could have more time for this presentation and discussion on another date. Mr. Deisch said he will work to reschedule in January 2018.

10:38 a.m. Bill Kennis, Benzie Bus Annual Report

Mr. Kennis provided the board with a copy of the 2017 Annual Report for the Benzie Bus. He also talked about the reduction in their board members from 9 to 7 thank you for allowing us to do that; Chad Hollenbeck being named Boss of the Year last year; Surveying the riders is a key to need to regarding their services; Riders per mile are more efficient – we have done more with less; they will be getting 4 more Husky and Panther buses by Christmas. Their funding comes from three areas: 1) county-wide millage of $\frac{1}{2}$ mill = $\frac{1}{3}$; 2) State of Michigan = $\frac{1}{3}$; 3) grants and fare boxes = $\frac{1}{3}$.

10:53 a.m. Ed Roy, Building Authority Attorney

I am here because we need to mend fences and build bridges. I don't know if I owe some of you or all of you an apology. My role is to exercise independent judgment and counsel to the Building Authority and to keep the legal interests autonomy of the BA. When the effect of the September 12 BOC action was to legally stop the BA from pursuing their statutory duties and obligations because you eliminated two members of the BA and you thought it eliminated a quorum – action was required. The BA's action from September 13 thru next week's court hearing had a singular purpose, to maintain the absolute independence and integrity of the BA. There likely has been some BOC unintended consequences – 1) One was plaintiff's lawsuit against two BA members. I believe Judge Thompson will dismiss the action next week and if the Judge stays the course, he will make sure the taxpayers do not have to pay for the work on the case that has been done in that litigation. 2) Another unintended consequence was that I was required to submit information that you, numerous letters and document emphasizing action of certain members of the BOC that actions were improper and that the BOC's ongoing actions were likely improper. Today, the BOC has a wonderful opportunity to do what is proper for the residents of this county. When you go into closed session, 1) what are you really intending to accomplish with just 2 BA meetings left for the year and then all 3 members terms expire. 2) Is it worth the time, money and effort? 3) BOC waited on interviewing for the BA, to allow the BA to complete their work thru the end of the year. 4) Is the BOC better off

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to let Judge Thompson act next week. If he dismisses case, without or without sanctions, the county can close out a significant chapter of Benzie County history and move forward.

10:59 a.m. Motion by Carland, seconded by Sauer, that pursuant to Section 8(h) of the Michigan Open Meetings Act, we go into a closed session to discuss two written legal opinions submitted by legal counsel dealing with proposed charges for removal of two members of the Benzie County Building Authority Commission and issues related thereto. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

11:45 a.m. Re-enter Open Session

COMMISSIONER REPORTS (Continued)

Comm Sauer reported on the Veterans Memorial -- thank you to members of the committee; Boy Scouts had a dinner at Blaine Township that night as well which was very nice -- thank you. Road Commission is ready for winter; they will fix the slope at the gravel pit; they developed a Policy on Funding for Roads; they are also looking at a list of projects that have been funded through the millage; Village of Thompsonville meeting, AES was there and they are looking to do a sidewalk project and AES will write the grant for it; somehow, state money goes through the ISD to be distributed, but then they don't have to use the funds for that project (like skilled trades) -- they have discretion on where it goes.

Comm Warsecke stated he attended the Inland and Colfax meetings, Colfax set their Clean-Up Day for June 9, 2018; Inland Township has four new fire fighters that will be attending the fire academy; he participated in the committee interviews last week and was glad to be able to do that; snowmobile safety program -- Inland Township approved donating \$100.00 toward that program. November 15 is the Conservation District annual Meeting from 4 -- 6 p.m.

Comm Carland reported that he attended an informational meeting for LCAN (Local College Access Network) which is to encourage college attendance and completion; November 2 he attended a skilled trades session at Fallen Timbers -- want to get a skilled trades program back in the schools and an apprentice program; he attended two village meetings -- Village of Beulah streetscape is nearing completion and Village of Benzonia is looking at the 2020 MDOT US 31 project to partner with them for their streetscape project; attended the Veterans Memorial; also attended a memorial service for Dennis Pace there were 276 people there at Grow Benzie.

COUNTY ADMINISTRATOR'S REPORT -- Mitch Deisch

- Provided a revised December 2017 calendar; will make further changes based on the discussion regarding the Christmas and New Years' holiday schedule.
- There have been four EMS application received; deadline is November 27; all applications have come from Indeed.com.
- Potential Opioid litigation -- where do you want to go from here? Are you interested in joining in? He has forwarded the information to Mr. Figura and Sara Swanson. I could try and have them here for a presentation. Comm Jeannot stated that he typically will oppose class actions.

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FINANCE

Bills: Motion by Griner, seconded by Warsecke, to approve payment of the bills from October 25, 2017 to November 13, 2017 in the amount of \$833,360.03, as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

HR AND PERSONNEL

Consent Calendar – October 24, 2017: Motion by Sauer, seconded by Warsecke, to approve items 1 - 3 of the October 24, 2017 HR Consent Calendar as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Consent Calendar – November 7, 2017:

Comm Jeannot removes the 1 item. The purpose for removing this item, just thought that it was important to have a public discussion that we were making these changes and there is retroactive pay; this will be a separate item on the paycheck.

Motion by Jeannot, seconded by Roelofs, to approve the recommendation on interim pay for the EMS Interim Director as noted with the changes of the work sheet of \$31.02 OT rate to \$32.52. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

COMMITTEE APPOINTMENTS

DHHS: Motion by Jeannot, seconded by Sauer, to waive the interview process and reappoint Gaylord Jowett to the DHHS Board for a 3-year term, to expire on October 31, 2020. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

EMS: Motion by Walterhouse, seconded by Warsecke, to waive the interview process and reappoint Mike Mead to the EMS Advisory Board for a 3-year term, to expire on December 31, 2020. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

SWAC: Motion by Warsecke, seconded by Roelofs, to reappoint Roger Schultz, Marlene Wood and Dennis Fischgrabe and appoint David Zempel to the Solid Waste Advisory Committee for a 2-year term, to expire on December 31, 2019. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

BVTMC: Motion by Griner, seconded by Walterhouse, to appoint John Rothhaar to the vacancy on the Betsie Valley Trail Management Council, to expire on April 15, 2019. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Planning Commission: Motion by Sauer, seconded by Warsecke, to appoint Walter H. Roch Von Rochsburg (2 year term), Jim Clark (3 year term), Vince Edwards (2 year term), Chuck Beale (1 year term) and Betsy Evans (1 year term) to the Planning Commission as presented. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

ACTION ITEMS

BSR Contract: County provides in-kind contribution in the form of the donation of the administrative offices.

COMMISSIONERS

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Motion by Warsecke, seconded by Jeannot, to approve a Services Agreement between Benzie County Commission on Aging and Benzie Senior Resources for the period October 1, 2017 thru September 30, 2020, authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Planning Commission Ordinance: Changes were made to the wording in Section 2. Membership, A. Number of Members.

Motion by Carland, seconded by Warsecke, to approve the changes to the Planning Commission Ordinance as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Michigan Indigent Defense Plan: Motion by Warsecke, seconded by Walterhouse, to approve the Benzie County Michigan Indigent Defense Plan as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

IT Right Contract: Motion by Roelofs, seconded by Griner, to approve the Service Agreement between Benzie County and IT Right for Information Technology Services as presented.

Motion by Carland, seconded by Jeannot, to amend to include language "contingent upon additional language being included where IT Right will assist in the acquisition of hardware and software, authorizing the chairman to sign.

Vote on Amendment: Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Vote on Original Motion as Amended: Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

2% Grant Application – Jail: Removed from agenda per Sheriff Schendel.

CORRESPONDENCE

- Letter received from the US Department of the Interior requesting input to the plan to increase both entrance and camping fees beginning January 1, 2018.
- Missaukee County resolution regarding Great Lakes Restoration Initiative received.
- Road Commission minutes of October 12, 2017 received.
- Letter from US Senator Debbie Stabenow received.

UNFINISHED BUSINESS – None

NEW BUSINESS – None

12:49 p.m. Public Input

Ed Roy, on behalf of the Building Authority, we are disappointed in the no action following closed session; provides Comm Jeannot, Comm Sauer and Comm Griner with subpoenas to attend the November 21, 2017 court hearing.

Jim Evans, Joyfield Township, says he received a thank you card for his public input – relinquish anyone from that responsibility in the future; Joyfield Township as you know is once again a Zoned Community after 7 years; Best of Luck with the Maples issues.

COMMISSIONERS

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November 14, 2017

Thelma Rider Novak, stated that Mr. Roy's first Public Input said the taxpayers will be paid back when the Judge dismisses the case – he is hopeful, but he has forgot about the appeal process. You have had a closed session then no answers to the public – that is very disrespectful to the public.
12:54 p.m. Public Input Closed

All items on the agenda having been taken care of, the chairman declared this meeting adjourned

Custer C. Carland – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Approved the agenda as amended, adding Holiday Schedule to Commissioner Reports.
2. Approved the regular session minutes of October 24, 2017 as amended.
3. Approved the closed session minutes of October 24, 2017 as presented.
4. Approved the one item from the November 8, 2017 Buildings & Grounds Consent Calendar.
5. Approved a change in the dates of closure of the Government Center for the holidays to be closed on Friday, December 22, 2017 and Monday, December 25, 2017; and Friday, December 29, 2017 and Monday, January 1, 2018.
6. Approved the Agreement for Extension Services with MSUE for 2018.
7. Discussion with MERS Representative will be scheduled in January 2018 to allow additional time for questions from the BOC.
8. Bill Kennis provided the Benzie Bus Annual Report.
9. Ed Roy, Building Authority Attorney, spoke regarding Building Authority issues.
10. Entered closed session in compliance with OMA to discuss two written legal opinions submitted by legal counsel dealing with proposed charges for removal of two members of the Benzie County Building Authority Commission and issues related thereto.
11. Approved payment of the bills as presented.
12. Approved HR Consent Calendar from October 24, 2017 as presented.
13. Approved the recommendation on interim pay for the EMS Interim Director as noted with the changes of the work sheet of \$31.02 OT rate to \$32.52.
14. Reappointed Gaylord Jowett to the DHHS Board for a 3-year term.
15. Reappointed Mike Mead to the EMS Advisory Board for a 3-year term.
16. Reappointed Roger Schultz, Marlene Wood and Dennis Fischgrabe and appointed David Zempel to the Solid Waste Advisory Committee for a 2-year term, to expire on December 31, 2019.
17. Appointed John Rothhaar to the vacancy on the BVTMC.
18. Appointed Walter H. Roch Von Rochsburg (2 year term), Jim Clark (3 year term), Vince Edwards (2 year term), Chuck Beale (1 year term) and Betsy Evans (1 year term) to the Planning Commission as presented.
19. Approved a Services Agreement between Benzie County Commission on Aging and Benzie Senior Resources for the period October 1, 2017 thru September 30, 2020, authorizing the chairman to sign.
20. Approved the changes to the Planning Commission Ordinance as presented.

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21. Approved the Benzie County Michigan Indigent Defense Plan as presented.
22. Approved the Service Agreement between Benzie County and IT Right for Information Technology Services contingent on including language "contingent upon additional language being included where IT Right will assist in the acquisition of hardware and software, authorizing the chairman to sign.

DRAFT

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

Destroy Date: 1-6-2019

Closed Session

November 14, 2017

BA Proposed Charges
2 written legal opinions
by Richard Figura

BENZIE COUNTY BOARD OF COMMISSIONERS

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

COMMISSION ON AGING ANNUAL MEETING AGENDA

December 5, 2017

During BOC Meeting

Commissioners Room, Government Center, Beulah, Michigan

Call COA Annual Meeting to Order

Public Input

Presentation by Doug Durand, Executive Director of Benzie Senior Resources

Questions by Board Members

Public Input

Adjourn this Annual Meeting and Re-Enter BOC Meeting



BENZIE

SENIOR RESOURCES

Be connected. Be supported. Be home.

2017 “A Year of Coming Together and Milestones” – by Douglas Durand, Executive Director

Dear Friends,

By all accounts the “new” Benzie Senior Resources exceeded all expectations! New milestones on service hours provided, meals delivered, activities attended, vouchers purchased and phone calls received for assistance. This is just the beginning of what was accomplished in 2017.

Did You Know That We.

- Delivered 50,580 meals to homebound clients; an increase of 17% over 2016
- Served 25,489 meals at The Gathering Place Senior Center; an increase of 1.5% over 2016
- Provided 4,262 service hours through the Homemaker Program; an increase of 15% over 2016
- Provided 17,436 bus rides to seniors through Benzie Bus; an increase of 16% over 2016
- Increased the number of clients receiving Personal Care, RN visits/Medication Management and Respite Care by 52% during 2017
- Increased the number of clients receiving Snow Removal services by 16% over 2016
- Increased the number of folks participating in activities at The Gathering Place Senior Center by 26% over 2016
- Increased the number of clients receiving Lawn Chore services by 50% over 2016
- Assisted 200 individuals with Medicare and Medicaid services saving them over \$49,000 in out-of-pocket expenses
- Doubled, each month, the number of individuals receiving foot care through our foot clinics

Other Key Accomplishments

- ▶ Collaborated with Benzie Area Christian Neighbors (BACN) to establish a pilot project called **Senior Food Box Program**. Ten households were identified as at-risk for senior food insecurity in congruence with a lack of transportation and/or chronic health issues. BACN provides shelf-stable, senior-friendly food items for food insecure senior households. These Senior Food Boxes are delivered by Benzie Senior Resources twice per month.
- ▶ Purchased, for delivering meals, a gently used 2014 Dodge Grand Caravan replacing the 2006 Chrysler Town & Country (it had over 264,000 miles on it!). The Grand Caravan was purchased with a grant from the Grand Traverse Band of Ottawa and Chippewa Indians 2% Funds and designated donation dollars.
- ▶ The Benzie Senior Expo Event moved to Trinity Lutheran Church and tripled the attendance of attendees.
- ▶ Received \$85,220 in grants that helped fund the Senior Essential Needs Fund, Marketing/Branding materials for Benzie Senior Resources, CENA training for two staff, Senior Dental Program Vouchers and outreach education, meal delivery vehicle purchase, update technology, office renovations, financial assistance in our sliding scale fee program for in-home services and all staff/volunteer in-service training.
- ▶ In August 2017, it was announced that we would be awarded a 2018 Subaru Outback to establish the new Route 5 for Meals on Wheels. This generous award came from Subaru of America in their campaign of 50 Cars for 50 Years, along with a collaboration with Meals on Wheels America.

- ▶ Successful voter approval of the Benzie County Commission on Aging Senior Millage with an increase from .66 mills to .85 mills.
- ▶ The Annual Walk-A-Thon Fundraiser had an increase in number of walkers/bikers.
- ▶ Joined the Grand Traverse Region Oral Health Coalition.
- ▶ Increased our volunteer base resulting in 13,112 hours donated by our volunteers.

When people ask me how we are able to do so much for the seniors in Benzie County, I tell them it's quite simple. The staff and volunteers make it possible. I see the dedication that each staff and volunteer share in their work; making a difference in someone's life.

As I brag about the milestones and accomplishments that were celebrated in 2017, I want to emphasize that this would not have been accomplished without the generous support of our donors. We are grateful for their support, and with the community's support, we'll continue to be here – ready to offer the services needed by our ever-growing population of seniors.

Some goals identified as priorities for 2018 include:

- Expanding and improving services that impact the quality of life for Benzie seniors;
- Strengthening our network of community partners to better achieve outcomes for Benzie Seniors; and
- Improving the Benzie Senior Resources staff and volunteer satisfaction.

In closing, we are all about Benzie County and we truly aim to be the difference in someone's day. Getting to know our Benzie County seniors is a gift. Treating them with the respect and empathy that garners trust is a must. You could say we're a partner in care, because we care.

Warm regards,

Douglas Durand

Board of Directors

Beverly Holbrook, President
 Ned Edwards, Vice President
 Rosemary Russell, Secretary
 Jane Elzerman, Treasurer
 Nancy Mullen Call
 Ann Dawe
 Ronald Dykstra
 Denise Favreau
 Scott Harrison
 Barbara Johnson
 Donna Malecki

Mission Statement

To provide exceptional services, resources and trusted care to support Benzie seniors.

RECEIVED

NOV 29 2017

DAWN OLNEY
 BENZIE COUNTY CLERK
 BEULAH, MI 49617

Please refer to the following page for more Key Accomplishments of Benzie Senior Resources

Benzie County Council on Aging Annual Report for FY'2017 (October 1, 2016—September 30, 2017)

ACCOMPLISHMENTS

Homemaker Program

- 145 Customers
- 4,262 Service Hours
- 17% increase over the past 2 years
- Added three new Homemaker contractors to meet the needs



Home Delivered Meals Program

- 256 Customers
- 50,580 Meals Served
- 63,564 Miles Driven
- 36% increase over the past 2 years



Senior Transportation (Benzie Bus)

- 118 Customers
- 1,453 Bus Punch Cards Provided
- 17,436 Rides
- 16% increase over the past 2 years



Testimonial—*The Homemaker makes my home sparkle and makes me feel better knowing it's clean. She is able to work and talk to me while she cleans which makes my day go by better. I could not manage cleaning like she does for now and it allows me to feel like having someone stop in and visit because it's clean.*

Testimonial—*When the Home Health Aide comes, mom lights up and absolutely loves the attention and care given to her. She is treated like family.*

Congregate Meal Sites-The Gathering Place & Thompsonville

- 1,525 Customers
- 25,489 Meals Served
- 8% increase over the past 2 years



Dining Out Program

- 473 Customers
- 24 Participating Restaurants
- 49% increase over the past 2 years



Lawn Chore Program

- 121 Customers
- 727 Mows
- Expanded Spring and Fall Cleanup
- 71% increase over the past 2 years



Benzie County Council on Aging Annual Report for FY'2017 (October 1, 2016—September 30, 2017

ACCOMPLISHMENTS

The Gathering Place Activities



- 8,037 Activity Attendance
- 19 Core Activities
- 20 Special Programs

Medicare/Medicaid Assistance Program



- 200 Customers
- 328 Hours of Service
- Saved \$49,400 for individuals
- 2 MMAP Counselors

Snow Removal Program



- 151 Customers
- 939 Plows Provided
- 5 Contractors

Volunteers Giving



- 142 Volunteers
- 13,112 Service Hours
- 26% increase in service hours over the past 2 years

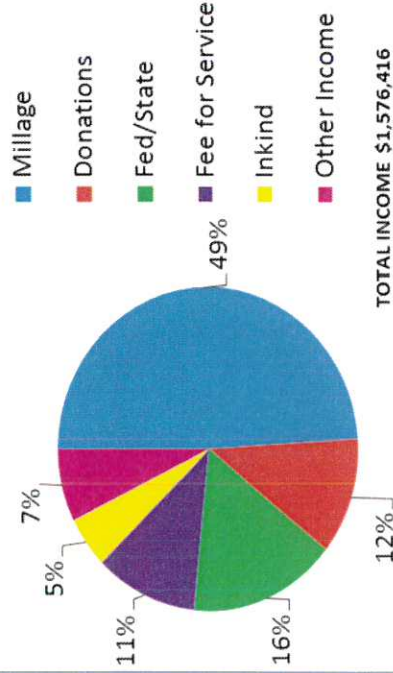
Testimonial— I really appreciated the good meals and concern and friendliness of all involved. Thank you from the bottom of my heart”

In-Home Services

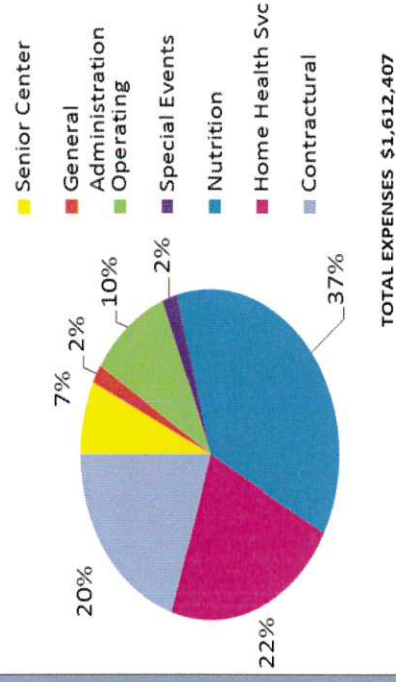
- Throughout 2017, the number of clients increased by 61%
- Total client hours increased by 59%
- Registered Nurse visits increased 80% over 2016
- Personal Care & Respite Care visits increased 61% throughout 2017



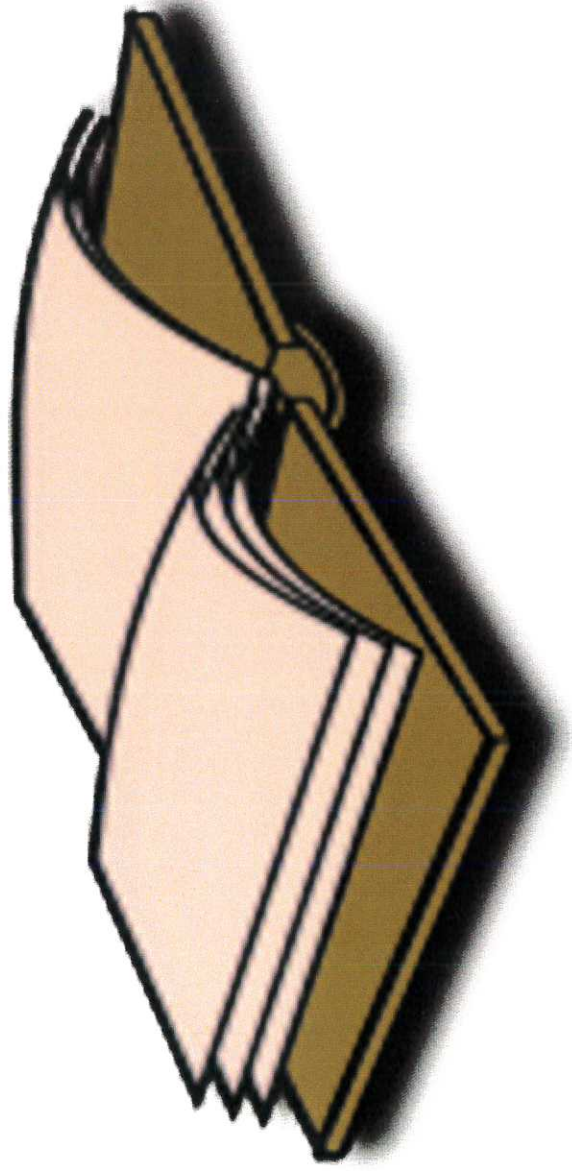
INCOME



EXPENSES



Elected Officials and Department Head Comments



2013

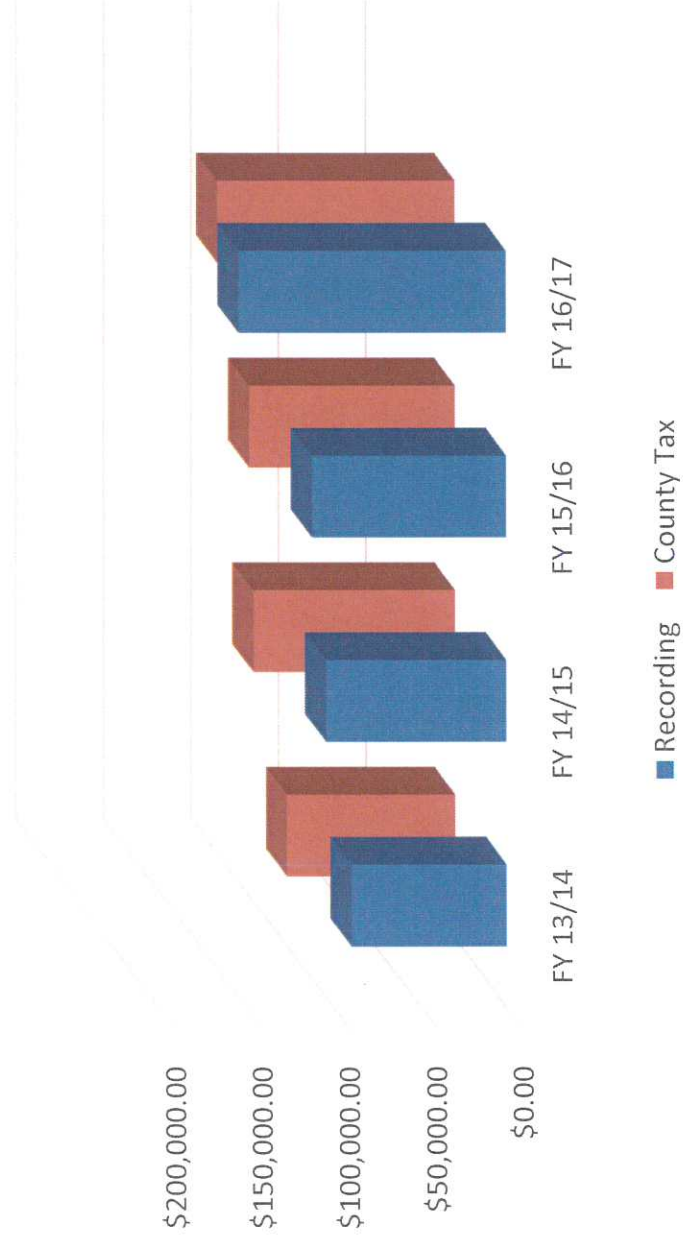
2015

2017

BENZIE COUNTY REGISTER OF DEEDS

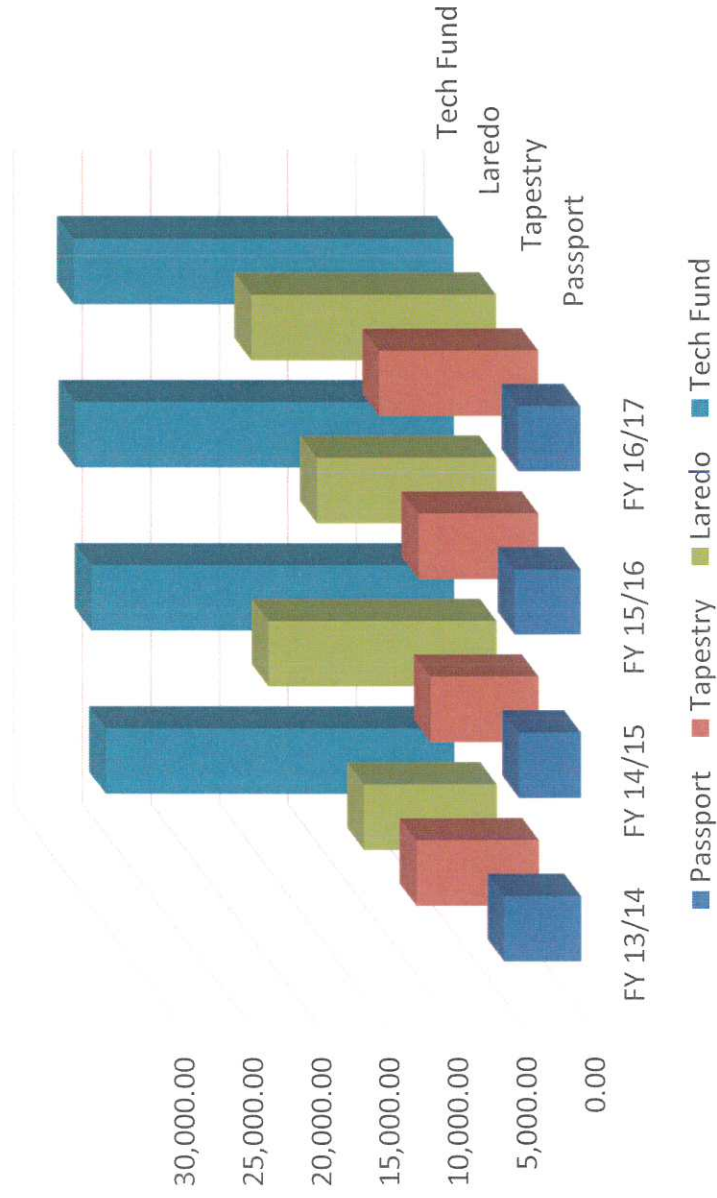
2016/2017 FISCAL YEAR ANNUAL REPORT

REVENUE



	Recording	County Tax
FY 13/14	\$ 90,037.49	\$ 96,501.35
FY 14/15	104,529.86	115,870.70
FY 15/16	112,503.75	118,288.50
FY 16/17	154,680.45	136,567.20

Revenue



	Passport	Tapestry	Laredo	Tech Fund
FY 13/14	\$ 5,625.00	\$ 8,921.66	\$ 9,678.75	\$25,440.00
FY 14/15	4,525.00	7,874.73	16,639.75	26,480.00
FY 15/16	4,825.00	8,744.64	13,090.90	27,650.00
FY 16/17	4,550.00	11,597.20	17,899.75	27,775.00

Remon

13/14	\$ 17,408.00
14/15	18,356.00
15/16	19,524.00
16/17	19,276.00

*the County keeps a 1.5% administration fee out of these monies; I transmit the balance to the State of Michigan to set land section corners. John Smendzuik, the County Surveyor is the head of the Remonumentation Program for Benzie County along with the Assistance of the Treasurer's Office who administers the grant monies.

of Docs Recorded**Revenue Generated**

13/14	6,293	\$ 90,037.49
14/15	6,519	104,529.86
15/16	6,670	112,503.75
16/17	6,657	154,680.45

*beginning in October 2017, recording fees went up from \$14/1st page and \$3/each add'l page to a predictable fee of \$30/document. Thus the higher revenue with 13 less documents this year over last.

of Passports

13/14	225
14/15	181
15/16	193
16/17	182

*average time for a passport is 15 minutes each

**this does not include the time taken for renewals; we do not oversee them, but assist people in making sure their applications are assembled correctly and answer any questions they may have regarding renewals.



Benzie County Office of Emergency Management

Emergency Management Activities

October 2017

Below are outlined many of the activities I have been involved in for the month of October 2017.

1.	<p>Michigan Emergency Management Conference</p> <p>From October 2nd through October 4th, 2017 I attended the MEMA Conference held at Boyne Mountain. As many of you know I was honored by the association by being selected as "Local Emergency Management Coordinator of the Year" for agencies with population under 60,000.</p> <p>Also, I had submitted 2 members our partner CERT program in Bear Lake Township as "Volunteers of the Year" for Michigan. This application was also endorsed by Lt. Brian Gutowski from Manistee County. Larry and Sally Gibson were selected as "Volunteers of the Year" based on this application. It is a well-deserved award.</p>
2.	<p>MI-CIMS New User and Refresher Training</p> <p>On Wednesday October 11th, 2017 I taught both a New User and Refresher Training in the Michigan Critical Incident Management System (MI-CIMS). MI-CIMS is the computer based system that is used by all Emergency Management Programs in Michigan for communications, documentation and needs requests in the event of an emergency or disaster.</p> <p>There were 12 individuals in the New User class and 6 in the Refresher Training.</p>
3.	<p>Monthly CERT Meeting</p> <p>Also on Wednesday October 11th, 2017 we held our monthly CERT meeting.</p>
4.	<p>Local Emergency Planning Committee Meeting</p> <p>On Monday October 16th, 2017 we held our LEPC Meeting. At this meeting we reviewed the Off Site Response Plan for Smeltzer's in Joyfield Township. Several updates and corrections were made to the plan that was then approved by the LEPC></p>
5.	<p>Coastal Zone Erosion and Flooding Meeting</p> <p>On Tuesday, October 17th and again on Thursday October 19th, 2017 I attended meetings in the City of Frankfort and in the Village of Elberta on FEMA's draft coastal flood hazard work maps for the Lake Michigan Shoreline.</p>
6.	<p>Benzie County Fire and EMS Association Meeting</p> <p>On Tuesday September 19th, 2017 I attended the Benzie County Fire and EMS Association Meeting that was held at the Benzie County Government Center. We had a detailed discussion with regard to the migration of Benzie County Fire and EMS agencies to the 800MHz platform. There was also lengthy discussion with regard to upcoming training offerings.</p>
7.	<p>Basic CERT Academy</p> <p>On Friday October 20th through Sunday October 22nd, 2017 we held our 3rd Basic CERT Academy. The 20 hour course covers training for our CERT Program members on the basic skills we expect our CERT members to have. These include, but are not limited to, First Aid, use of fire extinguishers, role in emergencies, search and rescue, etc. We had 5 individuals attend the academy and will be an valuable asset to our program and brings up our CERT membership to 29.</p>
8.	<p>Radio Template Design Meeting</p> <p>On Thursday October 26th, 2017 we had a radio template design meeting to discuss the setup and talkgroups that will be programed into the fire and EMS radios that will be purchased with the AFG Grant. Central Dispatch Director Ron Berns, representatives of all the fire and EMS agencies and myself went over the suggestions for the talkgroups and zones to be programed into the radios.</p>

9. Threat and Hazard Identification and Risk Assessment (THIRA) and State Preparedness Report (SPR)

On Monday October 30th, 2017 I attended a training regarding THIRA and SPR at the Michigan State Police Headquarters in Lansing. The purpose of a THIRA and SPR are to identify the weaknesses in the emergency first response community within the county and to develop a strategy to minimize that weakness. The strategy may be training, equipment, planning or some other activity that we could put into place. Specifically at this meeting we looked at;

1. Intelligence and Information Sharing
2. Interdiction and Disruption
3. Screening, Search, and Detection
4. Mass Search and Rescue Operations
5. On-scene Security, Protection, and Law Enforcement

Conducting a THIRA and completing the SPR are requirements to remaining eligible for federal funding for projects.

10. Upcoming Events

I have scheduled the following for the next two months;

- November 2nd – R7HSPB Meeting Grayling
- November 8th – CERT Monthly Meeting and Training in the EOC
- November 9th – Government Center Safety and Security Meeting 12:00 noon
- November 13th – Almira Township Board (AFG Grant)
- November 18th – LEPC Meeting in the EOC
- November 21st – Benzie County Fire/EMS Association Meeting
- November 21st – Mass Casualty Exercise After Action Review in the EOC
- December 7th - R7HSPB Meeting Grayling
- December 11th – Almira Township Board (AFG Grant)
- December 13th – CERT Monthly Meeting and Training in Bear Lake
- December 14th – Government Center Safety and Security Meeting 12:00 noon
- December 18th – LEPC Meeting in the EOC
- December 19th – Benzie County Fire/EMS Association
- December 30th – ARES/RACES Meeting Downtown Beulah



Benzie County Office of Emergency Management

Emergency Management Activities

November 2017

Below are outlined many of the activities I have been involved in for the month of November 2017.

1.	<p>Grant Meeting at Almira Township</p> <p>On November 1st, 2017 a meeting was held with Almira Township, Central Dispatch Director Ron Berns and I to discuss the progress of the AFG Grant. At this meeting we set 2 target dates; the first is to have a proposed purchasing policy that complies with 2CFR 200 for the Almira Township Board to approve at their December 11th, 2017 Board Meeting. The second is to have a proposed RFP for the purchase of radios to the Almira Township Board at their January 8th, 2018 Board Meeting.</p>
2.	<p>Monthly Region 7 Homeland Security Planning Board Meeting</p> <p>On Thursday November 2nd, 2017 I attended the monthly Region 7 Homeland Security Planning Board Meeting in Grayling.</p>
3.	<p>Monthly CERT Meeting</p> <p>On Wednesday November 8th, 2017 we held our monthly CERT meeting. At this meeting we had several proposed candidates for the CERT program in attendance. We discussed the upcoming Sleigh bell Activities in the City of Manistee on December 2nd, 2017 as well as the Annual CERT Training Events at Camp Grayling on April 28th, 29th and 30th, 2018.</p>
4.	<p>Benzie County Government Center Safety and Security Meeting</p> <p>On Thursday October 9th, 2017 we held our monthly Government Center Safety and Security Meeting. Attendance was a bit low because of court and some vacations. We discussed the building "Emergency Guide" and began distribution throughout the building.</p>
5.	<p>Meeting with the Point Betsie Lighthouse Association</p> <p>On Saturday November 11th, 2017 I met with the Point Betsie Lighthouse Association. The Association was interested in information regarding utilizing the Army Corps of Engineers to assist in developing plans for improvement to the revetment wall along the west side of the property to reduce erosion.</p>
6.	<p>Vacation</p> <p>From November 13th through November 17th, 2017 I was on vacation.</p>
7.	<p>Benzie County Fire and EMS Association Meeting</p> <p>On Tuesday November 21st, 2017 I attended the Benzie County Fire and EMS Association Meeting that was held at the Homestead Township Hall. We had a continued discussion with regard to the migration of Benzie County Fire and EMS agencies to the 800MHz platform. There was also lengthy discussion with regard to upcoming training offerings.</p>
8.	<p>App Evaluation</p> <p>On November 20th, 2017 I hosted a meeting of the fire chiefs and Central Dispatch to evaluate an App to replace the e-dispatch that is currently in use. The App we looked at was called "I Am Responding".</p> <p>On November 27th, 2017 I again hosted a meeting that was to review another App to replace e-dispatch. Again, it was in the EOC.</p>

RECEIVED

NOV 27 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



9.

Upcoming Events

I have scheduled the following for the next two months;

- December 7th - R7HSPB Meeting Grayling
- December 11th - Almira Township Board (AFG Grant)
- December 13th - CERT Monthly Meeting and Training in Bear Lake
- December 14th - Government Center Safety and Security Meeting 12:00 noon
- December 19th - Benzie County Fire/EMS Association
- December 30th - ARES/RACES Meeting Downtown Beulah
- January 4th - R7HSPB Meeting Grayling
- January 8th - Almira Township Board (AFG Grant)
- January 10th - CERT Monthly Meeting and Training in the EOC
- January 11th - Government Center Safety and Security Meeting 12:00 noon
- January 15th - LEPC Meeting in the EOC
- January 16th - Benzie County Fire/EMS Association Meeting
- January 23rd through 25th - National Park Service EMS Refresher at Frankfort FD
- January 25th - LPT Meeting in the EOC
- January 27th - ARES/RACES Meeting Downtown Beulah

RECEIVED

NOV 27 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



70 Maple Street • Manistee, Michigan 49660 • www.manisteemi.gov

Received 11/29/17
Unit Deployed By R. Berns
with my Approval
-K

CITY HALL

ADMINISTRATION
Fax 231.723.1546

CITY MANAGER
231.398.2801

CITY ASSESSOR
231.398.2802

PLANNING & ZONING
231.398.2805

CLERK/TREASURER
Fax 231.723.5410

CITY CLERK
231.398.2803

CITY TREASURER/
FINANCE DIRECTOR
231.398.2804

WATER BILLING
231.723.2559

POLICE DEPARTMENT
231.723.2533
Fax 231.398.2012

FIRE DEPARTMENT
281 First Street
231.723.1549
Fax 231.723.3519

DEPT. OF
PUBLIC WORKS
280 Washington St.
• Street Dept.
• Parks Dept.
• Water Maintenance
280 Washington St.
231.723.7132
Fax 231.723.1803

WASTEWATER PLANT
15 Ninth St.
231.723.1553

November 21, 2017

Mr. Frank Post
Benzie County Office of Emergency Management
448 Court Place
Beulah, MI 49617

Dear Frank,

The 2017 Manistee Victorian Sleigh Bell Parade will be held on Saturday December 2nd in downtown Manistee. We have requested assistance from the Bear Lake Township CERT program for that day. CERT provides support to our department with traffic & crowd control as well as radio communications along the parade route. I am requesting assistance from the Benzie County CERT program with the COMM Van, to work with the Bear Lake Township CERT. Your assistance with the COMM Van last year was an integral part of the successful communication needed during this event. CERT will be setting up their command post at 11:00 AM to begin their operations. The detail will last until the end of the day's events and end around 9:00 PM.

Thank you in advance for your assistance with this request. Please feel free to contact me if you have any questions/concerns about this deployment. I can be contacted on my cell phone at 231-510-6387.

Respectfully,

Sgt. Steve Schmeling
Manistee Police Department

RECEIVED

NOV 29 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Dawn Olney

10:00

From: Chuck Clarke <cclarke@chartermi.net>
Sent: Wednesday, November 29, 2017 10:18 PM
To: Dawn Olney
Subject: Fw: DEQ CZM Grant Application Resoluton

Dawn,

That change will be fine. The last two paragraphs are applicable in both the application request and the match.

Chuck

From: susan wenzlick
Sent: Wednesday, November 29, 2017 10:02 PM
To: Chuck Clarke
Cc: Dawn Olney ; Sean Duperron
Subject: Re: DEQ CZM Grant Application Resoluton

You may want the resolution to say "up to \$100,000" since the budget isn't done yet. The match has to be used on CZM-eligible work and I'm not sure we have \$200k worth (grant plus match) that's eligible.

www.ordinaryvirtues.com

On Nov 29, 2017, at 2:01 PM, Chuck Clarke <cclarke@chartermi.net> wrote:

Dawn,

We are submitting a grant to the Department of Environmental Quality's Coastal Zone Management Program for the Point Betsie Road End Project and specifically the Boardwalk to the Lake Michigan Beach and sidewalks surrounding the parking and turnaround area. The application is for \$100,000 with a match of \$100,000 to be provided by the Friends of Point Betsie Lighthouse.

I know Sean has set up a time for a presentation with you or someone in your office for 10:00 on December 5th. He will be having a Power Point presentation as was done with the Trust Fund grant application. Mitch, Shelley and Art are clued in on an application being presented as well.

Attached is our proposed resolution using the sample from the DEQ with our applicable verbiage. Please adjust this as necessary. The signed version is required to be attached to the application.

We will also need to authenticate the ownership of the property and I will be sending you a separate email on this. The patent or deed for the Light Station property serves as proof of County ownership and I will be attaching it in my email to you. You have the original in the building. I believe the DEQ just wants it notarized as a true copy but will get you the specifics. The other ownership issue involves the road end itself. We have documentation from Matt Skeels and I may have his office authenticate this particular proof of ownership.

Thanks for your assistance,

Chuck Clarke

<Road End Resolution.doc>

2017-035

BENZIE COUNTY, MICHIGAN

**RESOLUTION APPROVING SUBMISSION OF COASTAL GRANT APPLICATION
TO THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF THE GREAT LAKES
FOR POINT BETSIE ROAD END – LAKE MICHIGAN BEACH ACCESS IMPROVEMENTS**

WHEREAS, the Point Betsie Road End and access to Lake Michigan is deteriorated and unsafe for all visitors and in dire need of improvement; and

WHEREAS, as part of the Road End improvements, a Boardwalk with handicap ramp will be built from the proposed turnaround to the Lake Michigan beach and a sidewalk will be built surrounding the road end and parking areas with funds from this grant if awarded; and

WHEREAS, The proposed application is supported by Benzie County, Benzie County Parks & Recreation Commission, Benzie County Road Commission, Lake Township, The Friends of Point Betsie Lighthouse, Inc. and Point Betsie's neighbors including the Nature Conservancy; and

WHEREAS, the Friends of Point Betsie Lighthouse, Inc. in partnership with Benzie County, have made a financial commitment to the grant application request for \$100,000 with an up to \$100,000 match for the project.

NOW THEREFORE, BE IT RESOLVED, that the Benzie County Board of Commissioners hereby authorizes submission of an application to the Michigan Department of Environmental Quality's Coastal Zone Management Program for \$100,000 and further resolves to make available a local match of up to \$100,000 if the project is funded.

Dated: December 5, 2017

Custer Carland, Chairman

I, Dawn Olney, Clerk to the Benzie County Board of Commissioners, hereby do certify that the above resolution was adopted by the Benzie County Board of Commissioners on the 5th day of December, 2017.

Dawn Olney, Benzie County Clerk

2014 - 2017 Millage

10.15

YEAR	PROJECT #	TWP	L or P	ROAD	TYPE	DISTANCE	TOTAL MILLAGE COST
2016	M-836	Almira	L	Cedar Run	Wedge/Overlay	0.52	\$ 29,820.72
2014	M-779	Almira	L	Cedar Run	Reconstruction	1.04	\$ 200,431.82
2016	M-841	Benzonia	L	Ballard	Overlay	0.09	\$ 3,337.72
2016	M-837	Benzonia	L	Fairway Dr	Overlay	0.86	\$ 51,150.42
2015	M-810	Benzonia	L	Hoadley**	Overlay	0.78	\$ 33,090.31
2017	M-880	Benzonia	L	Narrow Gauge	Wedge/Overlay	1.85	\$ 151,068.90
2014	M-783	Benzonia	L	Narrow Gauge/Eldridge	Overlay	1.34	\$ 119,766.44
2015	M-809	Benzonia	L	Narrow Gauge**	Wedge/Overlay	0.42	\$ 36,458.60
2016	M-838	Blaine	L	Herring Rd	Wedge/Overlay	1.96	\$ 123,119.27
2016	L-820	Colfax	L	Nostwick (bridge)	Bridge Repair	0.001	\$ 30,000.00
2017	M-878	Colfax	L	Wallin Rd	Wedge/Overlay	1.56	\$ 148,798.90
2015	M-811	Colfax	L	Wallin Rd	Wedge/Overlay	0.95	\$ 80,024.22
2017	M-877	Crystal Lake	L	Bellows	Wedge/Overlay	1.05	\$ 99,028.19
2014	M-787	Crystal lake	L	Cox Rd	Wedge/Chip & Seal	0.25	\$ 23,548.66
2014	M-786	Crystal Lake	L	Michigan Ave	Wedge/Chip & Seal	0.88	\$ 30,383.36
2016	M-839	Crystal Lake	L	Casey	Wedge/Overlay	0.84	\$ 54,724.34
2017	M-881	Gilmore	L	Forrester	Wedge/Overlay	1	\$ 96,441.74
2014	M-785	Gilmore/Blaine	L	Sliverville	Wedge/Chip & Seal	1.28	\$ 77,317.26
2015	M-812	Homestead	L	Brownell	Trench/Widen/Overlay	0.98	\$ 191,414.28
2014	M-781	Homestead	L	Homestead/Weldon	Trench/Widen/Overlay	1.51	\$ 54,136.30
2014	M-780	Inland	L	Cinder Rd	Chip & Seal	1.05	\$ 35,406.91
2014	M-784	Joyfield	L	Wallaker	Overlay	1.26	\$ 94,529.03
2016	M-840	Joyfield	L	Demerly	Wedge/Overlay	0.98	\$ 46,571.30
2016	M-842	Lake	L	Sutter Rd	Wedge/Overlay	1.88	\$ 131,427.71
2014	M-782	Lake	L	Sutter Rd	Reconstruction	0.71	\$ 244,637.52
2016	M-843	Platte	L	Aral	Overlay	0.99	\$ 41,328.33
2017	M-885	Platte	L	Hooker	To be done FY 2018	0.5	\$ 377.80
2017	M-879	Platte	L	Indian Hill	Wedge/Overlay	0.95	\$ 90,484.13
2015	M-808	Platte	L	Martin Rd	Improved Gravel/Ditching	1.00	\$ 49,451.26
				LOCAL TOTAL			\$ 2,368,275.44
2014	P-773	Almira	P	Lake Ann/Cedar Run (BCRC Match)	Overlay	2.49	\$ 54,638.83
2016	M-828	Almira	P	Reynolds	Wedge/Overlay	2.08	\$ 111,815.63
2017	M-882	Almira	P	Reynolds	Wedge	1.54	\$ 207,420.17
2015	P-795	Benzonia/Lake	P	Deadstream Rd	Reconstruction	4.43	\$ 169,246.04
2015	M-807	Blaine	P	Herron Rd	Wedge/Overlay	1.56	\$ 140,111.23
2016	M-829	Blaine	P	Herron Rd	Wedge/Overlay	0.84	\$ 68,004.91
2017	M-884	Homestead	P	Ely	Wedge/Overlay	0.99	\$ 63,710.37
2016	M-830	Homestead	P	Goose Rd	Wedge/Overlay	1.73	\$ 111,378.86
2014	M-793	Inland	P	Betsie River Rd (Primary)	Overlay	1.5	\$ 38,612.12
2017	M-883	Inland	P	Lake Ann	Overlay	2.12	\$ 105,122.24
2016	M-831	Inland	P	Lake Ann Rd	Wedge	1.01	\$ 61,238.40
2017	M-876	Inland	P	Reynolds	Overlay	1.3	\$ 35,495.23
2014		Various	P	Winter Night Primary	Maint/Plowing		\$ 117,144.94
2015		Various	P	Winter Night Primary	Maint/Plowing		\$ 119,487.86
2016		Various	P	Winter Night Primary	Maint/Plowing		\$ 113,242.37
2017		Various	P	Winter Night Primary	Maint/Plowing		\$ 102,173.76
				PRIMARY TOTAL			\$ 1,618,842.96
				TOTAL MILLAGE COST			\$ 3,987,118.40
				MILLAGE RECEIPTS			\$ 3,898,310.37
				MILLAGE OVER/UNDER			\$ (88,808.03)
				BENZONIA TWP CONT FY 2016			\$ 38,090.25
							\$ (50,717.78)

RECEIVED

NOV 30 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Commissioner Report

Dawn Olney

11:00

From: Tim Smith <tsmith@smith-johnson.com>
Sent: Wednesday, November 22, 2017 2:40 PM
To: Dawn Olney; Mitch Deisch
Cc: Coury Carland; Wendy Webb
Subject: Re: Opioid litigation
Attachments: PROPOSED RESOLUTION.pdf; PROPOSED RETAINER.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Mitch/Dawn/Coury -

It's been a busy week for our team. We've been retained by Grand Traverse, Delta and Saginaw Counties as well as the City of Detroit. We have members of all 3 firms spread across Michigan trying to make all the presentation/meeting requests from various counties.

I will have all 3 firms in state on 11/28 presenting in Gaylord, but I understand that date doesn't work.

On 12/5, my firm and The Bernstein Firm can attend at 11am, but Weitz & Luxenberg cannot make it north. Their calendar is booked. If there is another date in December, we can look at that if you think the Board would like to hear from the Weitz firm, otherwise, let's just go with the 2 firms on 12/5.

With regard to the Board's concern re: the appropriateness of class actions which caused a lukewarm reception, this isn't a class action. This is Multi-district Litigation [MDL]. This means every county has it's own lawsuit. Every city has it's own lawsuit. A class action is a single lawsuit brought by a single person who represents a number of folks who have all been harmed in the same way by the same thing. In this matter, the 70+ lawsuits already filed against these Pharma companies lawsuits are very likely to be joined in a single court for purposes of pre-trial administration. The petition to join all these cases will be held next Thursday in St. Louis before the US Judicial Panel on Multidistrict Litigation. It will be an interesting day as the Equifax Data breach cases petition for MDL will be the same day. In MDL, all discovery and motions will be handled by a single court. This court will oversee all these individual cases filed by states, counties and cities because they all involve the same issues and the same defendants. But, the cases then return to the court they were filed in for trial. It's a big difference. Plus, attorney fees in this MDL per our retainer are set at 30% of the net recovery. Class actions involve the lawyers negotiating their own fees and there are times where the attorney fees are larger than the money recovered for the class. This is not the case here. Our proposed retainer sets the fee at 30% of the net recovery. 70% of the net recovery goes to the client municipality.

For your review I've attached a proposed retainer and resolution. Not to be presumptuous, but rather to give the county an idea of what the contract between Benzie and the legal team would look like. It's identical to what was used with Grand Traverse and Delta counties.

If you'd like to hear from the Weitz Luxenberg firm, please let me know if there is a different date in December that works for the Board, then I can coordinate with all 3 firms. Otherwise, Smith & Johnson and the Bernstein Firm will attend at 11am on 12/5.

Also, if there is any other info or Qs before that date please let me know.

Happy Thanksgiving!

Timothy P. Smith
Smith & Johnson, Attorneys, P.C.
603 Bay St.

Traverse City, MI 49684
231.946.0700
www.smith-johnson.com



From: Dawn Olney <DOlney@benzieco.net>
Date: Wednesday, November 22, 2017 at 8:05 AM
To: Mitch Deisch <MDeisch@benzieco.net>, Microsoft Office User <tsmith@smith-johnson.com>
Cc: Coury Carland <CCarland@benzieco.net>
Subject: RE: Opioid litigation

Perfect -- Already got it scheduled after Tim gave the OK yesterday.

Dawn

From: Mitch Deisch
Sent: Wednesday, November 22, 2017 6:02 AM
To: Tim Smith <tsmith@smith-johnson.com>
Cc: Dawn Olney <DOlney@benzieco.net>; Coury Carland <CCarland@benzieco.net>
Subject: Re: Opioid litigation

Dawn,

Let's go with 11:00 am for this BOC presentation.

Thank you.

Mitch Deisch

Sent from my iPhone

On Nov 21, 2017, at 4:06 PM, Tim Smith <tsmith@smith-johnson.com> wrote:

11am is better as we have one team member flying in from the west coast on a red eye into Detroit.

If that works for Benzie, 11am may work better for us.

Thanks!

-T

From: Dawn Olney <DOlney@benzieco.net>
Date: Tuesday, November 21, 2017 at 4:04 PM
To: Microsoft Office User <tsmith@smith-johnson.com>, Mitch Deisch <MDeisch@benzieco.net>
Cc: Coury Carland <CCarland@benzieco.net>
Subject: RE: Opioid litigation

Mitch:

I could put them on the agenda for 11:00 on December 5. The other time slots are filled up.
Let me know as soon as possible if that will work for them.

Dawn

From: Tim Smith [mailto:tsmith@smith-johnson.com]
Sent: Tuesday, November 21, 2017 3:47 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Cc: Coury Carland <CCarland@benzieco.net>; Dawn Olney <DOlney@benzieco.net>
Subject: Re: Opioid litigation

Mitch:

Working w/ Bernstein and Pennocks office to make this happen on 12/5 at 9am. We had a number of presentations downstate today. Please hold a spot for our presentation till I can confirm the teams attendance. And thanks!

I received this video from Mark Bernstein today. You met Mark at our meeting here at Smith & Johnson. It's a nice clip with Mark and Paul Novak from the Detroit office of Weitz & Luxenberg discussing the state of Municipal litigation against these companies. It may be of interest to your board members.

https://www.youtube.com/watch?v=fXD_xxPOJk0

I will circle back w/ tomorrow to confirm attendance on 12/5.

Timothy P. Smith
Smith & Johnson, Attorneys, P.C.
603 Bay St.
Traverse City, MI 49684
231.946.0700
www.smith-johnson.com

<image001.png>

From: Mitch Deisch <MDeisch@benzieco.net>
Date: Monday, November 20, 2017 at 3:55 PM
To: Microsoft Office User <tsmith@smith-johnson.com>
Cc: Coury Carland <CCarland@benzieco.net>, Dawn Olney <DOlney@benzieco.net>
Subject: RE: Opioid litigation

Starts at 9:00 am with presentations to the Board usually starting at 10:00 am.

Mitchell D. Deisch
Benzie County Administrator
448 Court Place
Beulah, MI 49617
231-882-0558

From: Tim Smith [mailto:tsmith@smith-johnson.com]
Sent: Monday, November 20, 2017 3:53 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Cc: Coury Carland <CCarland@benzieco.net>
Subject: Re: Opioid litigation

What time is the meeting?

-T

From: Mitch Deisch <MDeisch@benzieco.net>
Date: Monday, November 20, 2017 at 3:50 PM
To: Microsoft Office User <tsmith@smith-johnson.com>
Cc: Coury Carland <CCarland@benzieco.net>
Subject: RE: Opioid litigation

Tim,

Let's shoot for 12/5/17, where at last you and possible others from your team can spend 15 minutes providing an overview of the proposed litigation and answer questions of the Board during their open meeting.

I am not sure I can pull together a special BOC meeting on 11/28/17.

Mitchell D. Deisch
Benzie County Administrator
448 Court Place
Beulah, MI 49617
231-882-0558

From: Tim Smith [mailto:tsmith@smith-johnson.com]
Sent: Monday, November 20, 2017 3:34 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Cc: Coury Carland <CCarland@benzieco.net>; Dawn Olney <DOlney@benzieco.net>; Wendy Webb <wwebb@smith-johnson.com>
Subject: Re: Opioid litigation

Mitch:

Is it possible to have the meeting on 11/28? We will have the entire team here on that day. Mark and Paul will both be back in Northern Michigan and we are presenting to Otsego at 9:30 am.

We've been retained by both Grand Traverse and Delta County since we last spoke.

If not, I will try to get part of the team here for the 12/5 meeting. But, I don't know that I can get Paul Pennock here on 12/5 – you met Paul at our first meeting. He will be lead counsel on the filings.

Let me know about 11/28.

Timothy P. Smith

Smith & Johnson, Attorneys, P.C.

603 Bay St.

Traverse City, MI 49684

231.946.0700

www.smith-johnson.com

<image001.png>

On Nov 15, 2017, at 2:58 PM, Mitch Deisch <MDeisch@benzieco.net> wrote:

Tim,

I have provided the Commissioners the opioid packets that you sent me last week. This packet of information was discussed during yesterday's BOC meeting and received a lukewarm response. There was a request to receive more information at the 12/5/17 meeting. Might you be able to attend the meeting and present the information directly to the BOC at the meeting. Possible 15 minutes and then questions?

Please let me know.

Mitchell D. Deisch

Benzie County Administrator

448 Court Place

Beulah, MI 49617

231-882-0558

<image001.png>

RETAINER AGREEMENT

The County of Benzie, State of Michigan, ("Benzie") hereby retains, WEITZ & LUXENBERG, P.C. ("W&L"), as lead counsel and Sam Bernstein Law Firm PLLC and Smith and Johnson Attorneys PC, (collectively "Retained Counsel") to prosecute and adjust for Benzie, a claim for damages caused by the culpable conduct of any and all pharmaceutical manufacturers, distributors of opioid analgesics and/or other culpable parties. Benzie hereby gives lead counsel, W&L, the exclusive right to take all legal steps to enforce its claims.

In consideration of the services rendered and/or to be rendered by Retained Counsel, Benzie hereby agrees to pay the following CONTINGENT fee:

Thirty (30) percent of the net sum recovered, whether recovered by suit, settlement or otherwise, for Benzie's share of the recovery only.

This fee will be paid ONLY if there is a recovery and will be deducted after the reimbursement of the litigation expenses, including, but not limited to, filing fees, costs associated with conducting discovery, hearings, conferences, meetings, trials, expert consultation and testimony, and investigation costs.

As lead counsel, W&L is authorized, in good faith and in the honest belief that it is in the best interests of Benzie, to associate other firm(s) to assist in this matter at no additional fee to Benzie. Regardless, W&L will maintain full control of the matter on behalf of the client at all times.

WEITZ & LUXENBERG, P.C, will advance all costs of the litigation.

On behalf of The County of Benzie:

Signature: _____

Dated: _____

On behalf of Weitz & Luxenberg, P.C.:

Signature: _____

Dated: _____

On behalf of Sam Bernstein Law Firm PLLC:

Signature: _____

Dated: _____

On behalf of Smith and Johnson Attorneys PC:

Signature: _____

Dated: _____

**RESOLVED BY THE BENZIE COUNTY BOARD OF
COMMISSIONERS**

**RESOLUTION TO APPROVE OUTSIDE COUNSEL FOR OPIOID
LITIGATION**

WHEREAS the Benzie Board of Commissioners (“the Board”) desires legal representation in national litigation that is being waged against manufacturers and distributors of opioids and other culpable parties; and

WHEREAS the participation in such national litigation requires specialized expertise; and

WHEREAS the Board has reviewed the qualifications of Weitz & Luxenberg PC, the Sam Bernstein Law Firm PLLC and Smith and Johnson Attorneys, PC, and believes that those firms collectively possess outstanding experience and qualifications to represent the County’s interests as it relates to the opioid epidemic.

NOW THEREFORE BE IT RESOLVED that the Board approves the firms of Weitz & Luxenberg PC, the Sam Bernstein Law Firm PLLC and Smith and Johnson Attorneys, PC, as special counsel to represent the interests of Benzie County in litigation concerning the opioid epidemic.

Dawn Olney

From: Coury Carland
Sent: Sunday, November 26, 2017 8:35 PM
To: Dawn Olney; Mitch Deisch; Michelle Thompson
Cc: Dick Figura; tfigura@figuralaw.com
Subject: Fwd: Benzie Co.: OMA/BA & BOC

Sent from my iPhone

Begin forwarded message:

From: "mary@sleepingbearrealty.com" <mary@sleepingbearrealty.com>
Date: November 25, 2017 at 6:20:02 PM EST
To: "doloney@benzieco.net" <doloney@benzieco.net>
Cc: Ted Schendel <TSchendel@benzieco.net>, Sara Swanson <:sswanson@benzieco.net>, Coury Carland <CCarland@benzieco.net>, "frankwalterhouse@yahoo.com" <frankwalterhouse@yahoo.com>, Evan Warsecke <ewarsecke@benzieco.net>, "garysauer53@yahoo.com" <garysauer53@yahoo.com>, Bob Roelofs <BRoelofs@benzieco.net>, Art Jeannot <AJeannot@benzieco.net>
Subject: Benzie Co.: OMA/BA & BOC

November 25, 2017

Attention: Dawn Olney, BC Clerk

I asked that this email serve as an official communication to the BOC. I am unable to personally deliver this letter on Monday, November 27th to your office. I do believe this is a time sensitive matter that requires immediate attention before payment of any monies occurs. Thank you, Mary Hoyt

Dear Benzie County Commissioners,

The taxpaying citizens of Benzie County continue to be the financial support to open, misguided actions by some members of the Building Authority and its legal council.

Two appointed members of the Building Authority; one being its chairman, the elected Benzie County Clerk, the elected BC Treasurer were intimidated into conducting a meeting which was in violation of the Open Meeting Act.

BA Chairman Loganboch questioned the legitimacy of the November 22, 2017 upon opening the meeting. Only 2 of 5 members were present. Legal council (Ed Roy) for the BA, intervened and told Mr. Loganboch to proceed. Roy stated he had told them (BA) before, that he questioned the validity of the 5 person board recently adopted by the BOC. Chairman Loganboch, member Marcia Stobie, Clerk Dawn Olney, Treasurer Michelle Thompson all

remained silent in stopping the meeting at that point. The hired, non county resident lawyer, Ed Roy had taken charge and the meeting went forward.

Ed Roy's monthly statement (\$10,012.50) and additional statements and a change order totaled over \$203,000.00; were approved for payment.

The chairman for the Bd of Commissioners, Coury Carland was present in this invalid meeting and witnessed this violation of the OMA. Mr. Carland at the October 24th BOC meeting admitted that the BA is now a 5 member board.

I have to ask; every taxpayer in this County needs to ask,are these elected and appointed persons now willing/allowed to be complacent, unethical, and jeopardize the integrity of County Government by conducting a meeting and approving taxpayer bond monies to be paid out on vender statements, not approved by the approved architect, in an invalid meeting? These individuals clearly did not follow the OMA nor pay any respect to the instinct of the BA chair and stop the meeting. What has this committee become?

The BOC is the elected, highest governing authority of the county and appoints members to the Building Authority. The BOC has the authority (MCL 15.271) to call a special meeting, agree to have the Prosecuting Attorney (highest legal authority) deal with this blatant violation of the Open Meetings Act (Misdemeanor/crime). By not addressing this violation, the BOC becomes a party to the violation and the integrity of the entire governing process for Benzie County is weakened & without trust. The taxpayers of this community have entrusted each of you to represent them; to manage with competence the tax dollars, and to function at the highest level of the law set forth by the State of Michigan. To loose sight of this, to not defend the law or turn a blind eye is not an option. This community expects and is entitled under the law, to be served at a higher level by it's leaders.

I look to hear what the action of the board will be.

Sincerely,

Mary Hoyt

Mary Hoyt, Benzonia Township

Under the OMA:

15.272 Violation as misdemeanor; penalty. Sec. 12. (1) A public official who intentionally violates this act is guilty of a misdemeanor punishable by a fine of not more than \$1,000.00. (2) A public official who is convicted of intentionally violating a provision of this act for a second time within the same term shall be guilty of a misdemeanor and shall be fined not more than \$2,000.00, or imprisoned for not more than 1 year, or both. History: 1976, Act 267, Eff. Mar. 31, 1977. 1

A **public official** is anyone in a position of **official** authority that is conferred by a state, i.e. someone who holds a legislative, administrative, or judicial position of any kind, whether appointed or elected. Sep 10, 2013

Thelma Rider-Novak
PO Box 822
Frankfort, MI 49635
cell 231-357-4577
land 231-352-9464
November 27, 2017

RECEIVED
NOV 27 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Sara Swanson, Prosecuting Attorney
448 Court Place
Beulah, MI 49617

RE: Intentional Violation Of Open Public Meetings Act – Misdemeanor

Ms. Swanson,

I have previously spoken and written to you before regarding blatant violations of OMA by Benzie County Building Authority (BA), to which you refused to act. I expressed that I was certain that without intervention, the BA would continue to down the same path disregarding that statute. I have attended all public meetings of the BOC and BA since Sept. 1, 2017 and have kept a written record of what has transpired from which I have extracted the following items pertinent to my claim today of another violation:

1. Sept. 29th 3:00p.m. Special BOC meeting - Commissioners amended Art. of Inc for BA to change its Board from 3 members to 5 members effective immediately.
2. Oct. 24th 4:00 pm. Regular BOC meeting - At ending public input, I asked the question "Since on Sept. 29th this board voted to amend BA Art. of Inc. from a 3 member board to a 5 member board, how many BA members must show up for the BA meeting tomorrow (Oct. 25th) to have a quorum present?" They all said that was a good question and after some deliberation, the board concurred that 3 members would be the required quorum. No mention has been made in subsequent BOC meeting(s) to change the quorum requirement from the stated "3" that took place on Oct. 24th BOC meeting and 3 members were present for the BA meeting the following day.

On Nov. 22nd the BA held its regular monthly meeting. Seated at the Board table were Chairman Tom Loganbach and vice chair Marcia Stobie. Also present at the table was Dawn Olney, Shelley Thompson, Ed Roy, and Mike Comstock. People seated in the audience was Marilyn from Maples, Jerry Bryce, Coury Carland (BOC chairperson) and myself. I don't recall if anyone else was present. Tom pounded the gavel and called the meeting to order. He had a roll call and Dawn called his name and Marcia's, then stated that Lisa Vogler was excused. Tom looked at Dawn and asked "Do we have a quorum?" I couldn't hear if Dawn said anything but she did shrug her shoulders and put her hands just above the table and turned them palms up, as if to indicate she didn't know how to

answer. Shelley Thompson then smiled and looked at Ed Roy who was seated on her right as if to say, he could decide for them. Roy went into a litany that he had told them before that he thought the 5 member board amendment made by the BOC was just a ploy to gain control of the BA and that its validity or legality, as well as the 3 member quorum were questionable and not in his opinion something they needed to heed. So Stobie and Loganbach proceeded to hold the meeting. Coury Carland did not intervene during the meeting, not even at beginning or ending public input.

During the meeting Bills presented for payment and passed totaled \$198,549.42 including two change orders totaling \$60,103.00 and payment to Ed Roy's firm of \$10,012.50. Also they directed more work to be done by Roy and Pettit.

I spoke with BOC vice chairperson, Gary Sauer, today to see if any discussion had been taken by the BOC in closed session that would give anyone cause to think the required quorum had been changed and he said "no". He also said he asked the administrator to contact Dick Figura to see what should be done. As yet he had not heard anything.

It appears that Ed Roy is trying to lead Tom and Marcia into making decisions that will insure his professional help to unravel so that he can continue to milk the taxpayers. I asked of Tom and Marcia at ending public input when they sat in the Sept 12th BOC meeting and heard the motion pass that they were removed from the BA board, why they did not stand up a ending public input and request/demand a hearing, or send a letter to the BOC, or file a lawsuit if they thought they were wrongfully removed; rather than spend taxpayer money having Roy advise them to continue to act as if they hadn't. They did not respond.

From over a decade of attending public meetings as a volunteer government watcher and my knowledge of the OMA statute, this was an intentionally conducted BA meeting held by appointed BA members Tom Loganbach and Marcia Stobie. I am filing this criminal complaint regarding their wrongful conduct as public officials.

Sincerely,



Thelma Rider-Novak

cc: Sheriff Ted Shendel
Benzie County Board of Commissioners

RECEIVED

NOV 27 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Dawn Olney

From: Mitch Deisch
Sent: Thursday, November 30, 2017 9:58 AM
To: Art Jeannot; Coury Carland; Evan Warsecke; Bob Roelofs; garysauer53@yahoo.com; frankwalterhouse@yahoo.com
Cc: Dawn Olney; Dick Figura; Timothy Figura
Subject: FW: Opinion re BA meeting quorum
Attachments: Opinion re Quorum.docx

Board of Commission,

Attached is an attorney opinion from Figura Law Offices regarding the BA Quorum question. I will make a hard copy for Commissioner Griner.

Please remember that this opinion is subject to Attorney client Privilege and can only be waived by a majority vote of the BOC.

Mitchell D. Deisch
Benzie County Administrator
448 Court Place
Beulah, MI 49617
231-882-0558

From: Dick Figura [mailto:rfigura@figuralaw.com]
Sent: Thursday, November 30, 2017 9:15 AM
To: Mitch Deisch <MDeisch@benzieco.net>
Cc: Coury Carland <CCarland@benzieco.net>; Dawn Olney <DOlney@benzieco.net>; Timothy Figura <tfigura@figuralaw.com>; Traci <traci@figuralaw.com>
Subject: Opinion re BA meeting quorum

Mitch,

Attached is our opinion regarding your question as to what constitutes a quorum for a meeting of the Building Authority commission. Please advise if you have any questions.

Dick

RICHARD J. FIGURA, PC
Richard J. Figura, Esq.
Attorney, Mediator and Arbitrator
rfigura@figuralaw.com
Timothy J. Figura, Esq.
Attorney at Law (also admitted in Pennsylvania)
tfigura@figuralaw.com
11470 S. Leelanau Hwy, Ste. 105
PO Box 447
Empire, MI 49630
231-326-2072

Working for a better community through law

Of counsel to Simen, Figura & Parker, PLC, Flint, MI

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

RICHARD J. FIGURA, J.D.

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

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

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

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

**THIS COMMUNICATION IS SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE
AND THE CONTENTS THEREOF MAY NOT BE DISCLOSED TO ANY
PERSON UNLESS THAT PRIVILEGE IS WAIVED BY A MAJORITY
VOTE OF THE BENZIE COUNTY BOARD OF COMMISSIONERS.**

MEMORANDUM

TO: Mitch Deisch, Benzie County Administrator
FROM: Timothy J. Figura, Attorney at Law
DATE: November 29, 2017
RE: Question regarding What Constitutes a Quorum for the Benzie County Building Authority Commission

You have asked what the meeting quorum requirements are for a meeting of the Benzie County Building Authority Commission. This memo is in response to that request.

In order to determine the number of members of a board that will constitute a quorum, the bylaws of the board are the first authority. If the bylaws contain a method of determining a quorum for the board, this method must be followed. For the Benzie County Building Authority, the relevant bylaws are contained in the Articles of Incorporation as amended by the Benzie County Board of Commissioners. The Articles of Incorporation state that the board will consist of five members, but does not state how a quorum is to be calculated. Currently the board currently contains three seated members. The Building Authority was established pursuant to Building Authorities Act 31 of 1948, which is also silent on the method to determine a quorum. In addition, we were unable to find any definitive Michigan case law on the subject.

Because of the lack of definitive case law and because the bylaws and authorizing statute do not contain rules for calculating a quorum, we need to look elsewhere. To start, our gut instinct is that a quorum is a majority of all seats on a board, whether or not they are filled, but that may or may not be the case.

We do not know whether the Building Authority has adopted Robert's Rules of Order. I asked the County Clerk whether the board has done so, and she replied that she does not recall such adoption, but stated that the board observes the rules regardless. We *do* know that the Benzie County Board of Commissioners has done so. So we looked to those rules.

RECEIVED

A/C privilege waived on 12/5/2017 BOC meeting.

NOV 30 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Robert's Rules of Order 9th Edition, Chapter 11, §39:

“QUORUM IN BOARDS AND COMMITTEES. In a committee of the whole or its variations, the quorum is the same as in the assembly unless the rules of the assembly or the organization (that is, either its bylaws or its rules of order) specify otherwise. In all other committees and in boards, **the quorum is a majority of the members of the board or committee unless a different quorum is fixed: (a) by the bylaws, in the case of a board or standing committee that the specifically establish; or (b) by a rule of the parent body or organization or by the motion establishing the particular committee in the case of a committee that is not expressly established by the bylaws.** A board or committee does not have the power to determine its quorum unless the bylaws so provide.”

Because the Building Authority adheres to Robert's Rules of Order, and because the parent body has adopted Robert's Rules, we believe that this is the appropriate rule to govern the calculation of a quorum for the Building Authority. The question then becomes how to define “members of the board” in this circumstance. We note that the language used is “majority of the members of the board”, and not “majority of the board”. In other words, are “members” actual people who occupy seats (of which there are three), or are “members” the seats themselves (of which there are five)?

The following excerpt is an interpretation of the above section of Robert's Rules, taken from a blog post by Trey Allen, Assistant Professor of Public Law and Government at the University of North Carolina School of Government. While this does not represent authority on the topic, it does bring out a number of ideas that may help us to understand the rule in question.

“In my view, the best practice is not to count vacant seats in such quorum determinations. One reason is that this approach aligns with other parliamentary authorities. *See Mason's*, § 501.1 (2010 ed.) (“[W]hen there is a vacancy, unless a special provision is applicable, a quorum will consist of the majority of the members remaining qualified.”) Additionally, excluding vacancies reduces the likelihood that the lack of a quorum will prevent a committee or appointed board from performing its assigned functions. Suppose, for example, that a seven-member advisory board has three vacant seats, and a majority of members is required for a quorum. If the vacancies are counted for quorum purposes, then all four of the remaining members must be present for the board to transact official business (four is a majority of seven). On the other hand, if the vacancies are excluded, the board may meet even if one of its four remaining members is absent (three is a majority of four).”

I also find a spirited discussion of this question on the forum of robertsrules.com. While a discussion of this kind does not represent authority on the topic, it also brings out a number of ideas that may help us to understand the rule in question. The discussion draws a distinction between boards that have the ability to fill vacancies in their membership, and boards that do not. There is discussion that Robert, in his time, expressed concern that a board subject to vacancies

would not be well served by a diluted quorum, and should instead fill those vacancies. On this topic, one participant states:

“I think General Robert is rather clearly saying that a board which has the power to fill vacancies in its membership cannot reduce its quorum by neglecting its duty to fill vacancies immediately, and that, as a consequence, if such a board allows the number of its members to fall below its quorum by neglecting to fill vacancies as they arise, it will be unable to act (unless, of course, its governing documents make provision for such a contingency).”

If a vacancy occurs on the BOC, the BOC has the power to fill the vacancy. In the case of the BOC, it is reasonable for the “majority of member of the board” to be calculated as a majority of the total number of seats- after all, a board that has the power to fill its own vacancies should do so. Membership of the BA is different, as we are now all aware. Members are appointed to the BA by the BOC, which means that the BA does not have the ability to fill its own vacancies. In this circumstance then, it is our opinion that a meeting quorum for the Building Authority Commission is a majority of the seated members of the board – in this case, two members.

County Administrator's Report



Memo To: Benzie County Commission
From: Mitchell D. Deisch, Administrator *M D Deisch*
Date: November 30, 2017
Subject: Administrator Update 12/5/17 BOC Meeting

1. **Medical Examiner/Regional Morgue Meeting** – Interim EMS Director Jim Henderson and I will be attending a regional Medical Examiner/Morgue meeting on Wednesday November 29, 2017 at the Mecosta/Newaygo regional morgue facility located in Big Rapids. Everyone will recall that we have an agreement with the Mecosta/Newaygo Regional Morgue for the use of their facility if the Benzie/Manistee County Regional Medical Examiner needs to perform an autopsy in a more technologically advanced facility. My goal is to continue to expand opportunities for regional collaboration in an effort to stabilize our costs associated with the Medical Examiner's office general fund budget.

The primary focus of the regional morgue meeting was to invite Counties who are struggling with their Medical Examiner requirements/obligations to join the eight county (Osceola, Montcalm, Wexford, Mecosta, Newaygo, Lake, Clare and Oceana) regional medical examiner authority.

Benzie County is in good shape right now with our recent Benzie/Manistee County Regional Medical Examiner Office. However there is proposed legislation out on the horizon that would require that all autopsies be conducted by a Board Certified Forensic Pathologist by 2020. Currently there are 27 Board Certified Forensic Pathologists in the State of Michigan. Our current Medical Examiner not a Board Certified Forensic Pathologist, thus we simply need to keep informed of this pending legislation.

2. **Building Authority Quorum** – At the Building Authority's November 22, 2017 meeting, only two currently appointed members of the BA attended the meeting. A question was raised with the BOC amending the BA's Articles of Incorporation raising the number of BA members from 3 to 5, was a quorum of BA members present to conduct businesses at their Wednesday November 22, 2017 meeting.

Based upon this question, I have requested that County legal counsel review the information and determine if a quorum was present or not.

The Building Authority member interview team is scheduled to interview prospective BA members in mid-December 2017, for those appointments to take place on January 2018. Just a reminder that all three current BA members terms expire on 12/31/17. More to follow.

3. **EMS Director Applications** – The deadline for applying for the Benzie County EMS Director position was Monday November 27, 2017. A total of eleven (11) applications were received. Applications were scanned/copied for the EMS Director Interview Team, which will be meeting Monday December 4, 2017 to discuss the applicants, decide who to interview and discuss appropriate questions for the interview. Goal is to have the new EMS Director on board late December through early January 2018.

4. **IT Vendor of Record** – This week IT Right representatives were on site starting the transition from Wyant to IT Right as Benzie County's IT Vendor of Record. A date has been set for Friday December 8, 2017 for IT Right and Wyant representatives to meet at Benzie County to coordinate the transition items and to share knowledge of the system. The goal is to have the transition period completed by Friday December 15, 2017. More to follow.
5. **Budget at a Glance** – The 2017/2018 Benzie County Budget at a Glance is almost wrapped up and ready to be printed. The goal of the document is to provide a very quick and visual account on how tax dollars are used in Benzie County. My goal is to have these ready in December 2017 or early January 2018 for BOC members to provide to their local unites of government and to have them available at local library's, government center, etc. More to follow.
6. **Benzie County Mitten Tree** – Tis that time of year, when the Benzie County Government Center Christmas Tree is decorated with warm winter clothing for Benzie County children who are in need of winter clothing. Near Christmas, the winter clothing will be taken to a local agency who will be giving out the clothing free of charge to Benzie County kids who need to clothing. Everyone is welcome to donate items to the Mitten Tree. Please help us take care of all of our Benzie County children this winter season.
7. **Revised December 2017 Calendar** – Attached is the revised December 2017 Calendar. The HR Committee for December 19, 2017 was cancelled.
8. **2017/2018 State Required County Incentive Program** - The County Administrators Office has completed the County Incentive Program (CIP) reporting for the 2016/2017 fiscal year, and has received confirmation from the Revenue Sharing Office that the report has been submitted. The CIP is submitted to the Michigan Department of Treasury for purposes of accountability and transparency. Each eligible county shall certify by December 1, or the first day of a payment month, that it has produced a citizen's guide of its most recent local finances, including a recognition of its unfunded liabilities; a performance dashboard; a debt service report containing a detailed listing of its debt service requirements, including, at a minimum, the issuance date, issuance amount, type of debt instrument, a listing of all revenues pledged to finance debt service by debt instrument, and a listing of the annual payment amounts until maturity; and a projected budget report, including, at a minimum, the current fiscal year and a projection for the immediately following fiscal year. The projected budget report shall include revenues and expenditures and an explanation of the assumptions used for the projections.

Each county applying for a payment under this subsection shall submit a copy of the performance dashboard, a copy of the debt service report, and a copy of the projected budget report to the department of treasury. The payment that the County is applying for is \$346,531.18.

December 2017

***Please note that all scheduled meeting dates, times and locations are subject to change. Last Updated 11/30/17.**

December 2017							January 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	
10	11	12	13	14	15	16	7	8	9	10	11	12	13
17	18	19	20	21	22	23	14	15	16	17	18	19	20
24	25	26	27	28	29	30	21	22	23	24	25	26	27
31							28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 26	27	28	29	30	Dec 1	2
3	4 9:00am Veterans Council 10:00am NMRE SUD	5 9:00am BOC 1:00pm Finance Committee	6	7 9:30am Area Agency on Aging	8 8:00am Technology Committee	9 9:30am Point Betsie
10	11 5:00pm Networks Northwest	12 9:30am Road Comm. 4:30pm BVT	13 9:00am Buildings and Grounds (Commission Room) 1:30pm Animal Welfare	14 9:00am Centra Wellness 9:30am Road 10:00am MAC WC Fund 12:30pm NW MI Comm	15 11:00am BRA/EDC	16
17	18 9:45am Northern MI Counties (Grayling) 2:00pm Local Emerg. Plan. Comm.	19 3:30pm EMS Advisory 4:00pm BOC	20 8:00am Chamber 8:30am Land Bank 1:00pm NW MI Act. 4:00pm Cons. District	21 3:00pm Joint Court 7:00pm FCCAA	22 County Offices Closed	23
24	25 County Office's Closed 5:00pm Park and Rec	26 10:00am DHHS 4:00pm AES	27 8:30am BA 9:30am HSCB	28 8:00am GT Vet. Affairs 9:30am Road 4:00pm Health Dept. 7:00pm Local Planning	29 County Offices Closed	30
31	Jan 1, 18	2	3	4	5	6

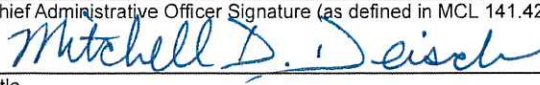
City, Village, and Township Revenue Sharing and County Incentive Program Certification

Issued under authority of 2017 Public Act 107. Filing is mandatory to qualify for payments.

Each city/village/township/county applying for City, Village, and Township Revenue Sharing or County Incentive Program payments must:

1. Certify to the Michigan Department of Treasury (Treasury) that the local unit listed below has produced and made available to the public a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report as required by 2017 Public Act 107. The local unit must include in any mailing of general information to its citizens, the Internet website address or the physical location where all the documents are available for public viewing in the clerk's office.
2. Submit to Treasury a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report.

This certification, along with a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report, **must be received by December 1, 2017**, (or the first day of a payment month) in order to qualify for that month's payment. Postmark dates will not be considered. For questions, call 517-373-2697.

PART 1: LOCAL UNIT INFORMATION			
Local Unit Name Benzie County		Local Unit County Name Benzie	
Local Unit Code 100000		Contact E-Mail Address mdeisch@benzieco.net	
Contact Name Mitchell D. Deisch	Contact Title County Administrator	Contact Telephone Number (231) 882-0558	Extension
Website Address, if reports are available online benzieco.net		Current Fiscal Year End Date September 30, 2018	
PART 2: CITIZEN'S GUIDE			
Check any of the following that apply:			
<input type="checkbox"/> The local unit has elected to use Treasury's online Citizen's Guide to comply with the legislative requirements. Therefore, a copy of the Citizen's Guide will not be submitted to Treasury.			
<input type="checkbox"/> The local unit does not have any unfunded pensions or other post employment benefits (OPEB).			
PART 3: CERTIFICATION			
<i>In accordance with 2017 Public Act 107, the undersigned hereby certifies to Treasury that the above mentioned local unit 1) has produced a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report and 2) will include in any mailing of general information to our citizens, the Internet website address or the physical location where all the documents are available for public viewing in the clerk's office. The Citizen's Guide, Performance Dashboard, Debt Service Report, and Projected Budget Report are attached to this signed certification, unless otherwise noted in Part 2.</i>			
Chief Administrative Officer Signature (as defined in MCL 141.422b) 		Printed Name of Chief Administrative Officer (as defined in MCL 141.422b) Mitchell D. Deisch	
Title County Administrator		Date 11/27/2017	

Completed and signed form (including required attachments) should be e-mailed to: **TreasRevenueSharing@michigan.gov**.
If you are unable to submit via e-mail, fax to 517-335-3298 or mail the completed form and required attachments to:

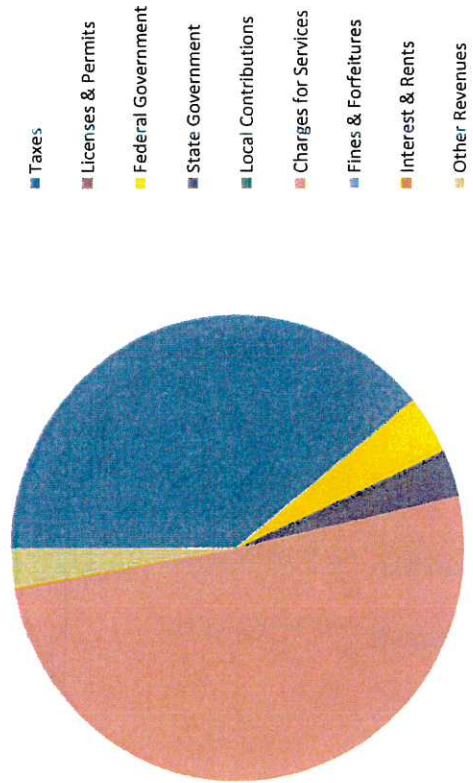
Michigan Department of Treasury
Revenue Sharing and Grants Division
PO Box 30722
Lansing MI 48909

TREASURY USE ONLY		
CVTRS/CIP Eligible Y N	Certification Received	Citizen's Guide Received
Performance Dashboard Received	Debt Service Report Received	Projected Budget Report Received
Final Certification	CVTRS/CIP Notes	

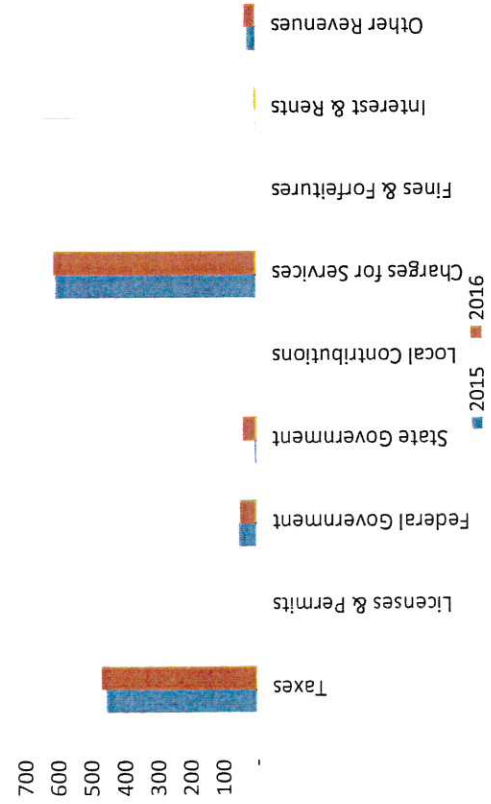
CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Benzie County (1000000)

REVENUES

1. Where our money comes from (all governmental funds)



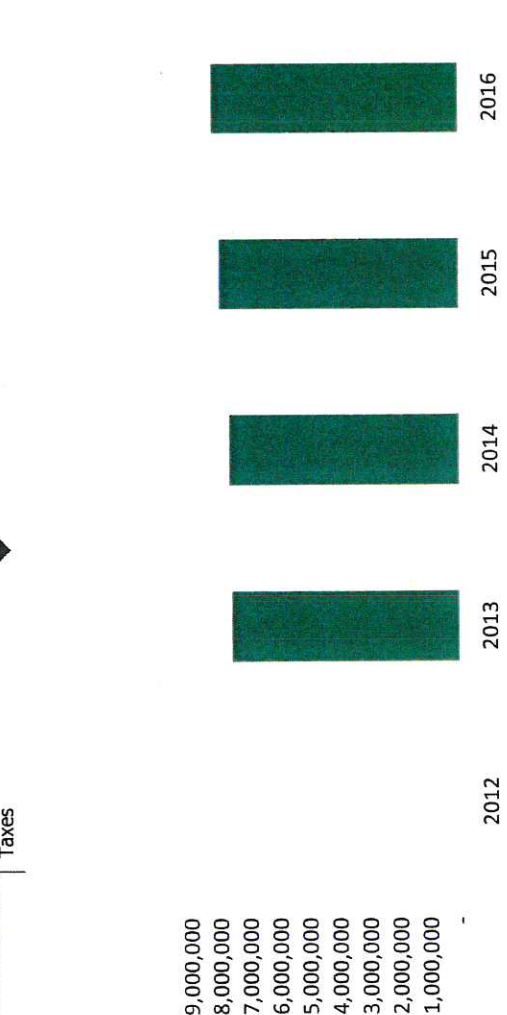
3. Revenue sources per capita - compared to the prior year



2. Compared to the prior year

	2015	2016	% change
Taxes	\$ 8,013,590	\$ 8,283,267	3.37%
Licenses & Permits	-	-	N/A
Federal Government	962,077	867,694	-9.81%
State Government	85,314	691,573	710.62%
Local Contributions	-	-	N/A
Charges for Services	10,657,838	10,759,203	0.95%
Fines & Forfeitures	-	-	N/A
Interest & Rents	36,778	33,859	-7.94%
Other Revenues	467,986	568,427	21.46%
Total Revenues	\$ 20,223,583	\$ 21,204,023	4.85%

4. Historical

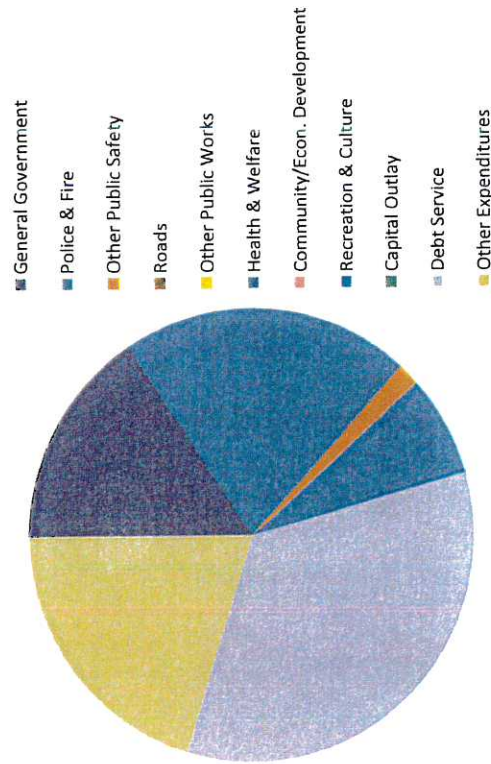


Commentary:

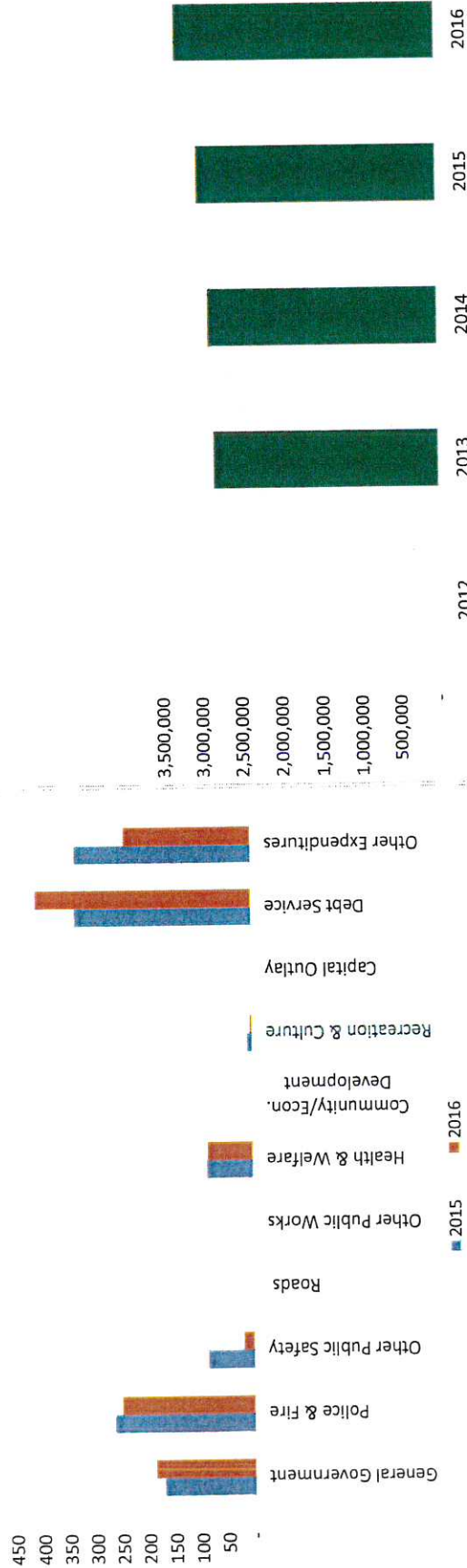
For more information on our unit's finances, contact Mitchell Deisch at 231-882-0558.

CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Benzie County (1000000)

1. Where we spend our money (all governmental funds)



3. Spending per capita - compared to the prior year



Commentary:

For more information on our unit's finances, contact Mitchell Deisch at 231-882-0558.

EXPENDITURES

2. Compared to the prior year

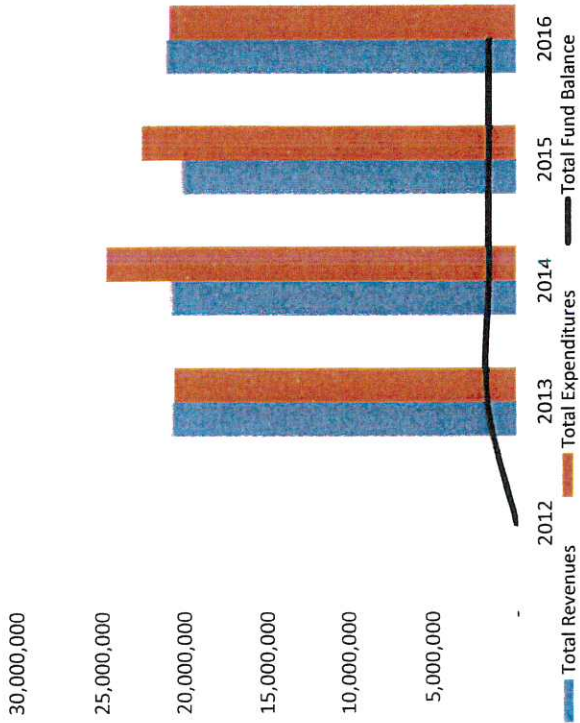
	2015	2016	% change
General Government	\$ 3,019,956	\$ 3,295,155	9.11%
Police & Fire	4,650,056	4,407,002	-5.23%
Other Public Safety	1,539,178	333,871	-78.31%
Roads	-	-	N/A
Other Public Works	-	-	N/A
Health & Welfare	1,527,841	1,480,288	-3.11%
Community/Econ. Development	-	-	N/A
Recreation & Culture	172,766	42,784	-75.24%
Capital Outlay	-	-	N/A
Debt Service	5,870,971	7,163,980	22.02%
Other Expenditures	5,870,203	4,225,299	-28.02%
Total Expenditures	\$ 22,650,971	\$ 20,948,379	-7.52%

General Government

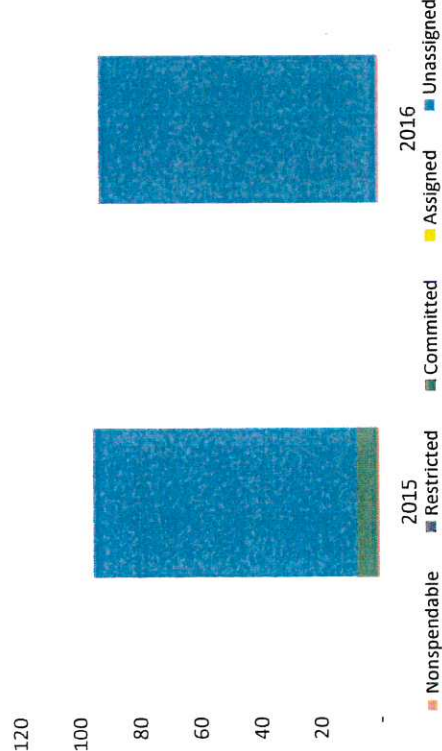
4. Historical trends of individual departments:

CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Benzie County (1000000)

1. How have we managed our governmental fund resources (fund balance)?



3. Fund balance per capita - compared to the prior year

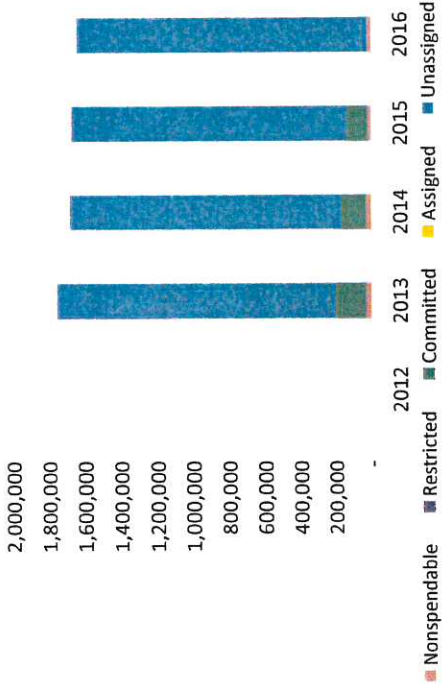


FINANCIAL POSITION

2. Compared to the prior year

	2015	2016	% change
Revenue	20,223,583	21,204,023	4.85%
Expenditures	22,650,971	20,948,379	-7.52%
Surplus (shortfall)	(2,427,388)	255,644	-110.53%
Fund balance, by component:			
Nonspendable	17,862	17,863	0.01%
Restricted	-	-	N/A
Committed	117,649	-	-100.00%
Assigned	-	-	N/A
Unassigned	1,539,349	1,626,802	5.68%
total fund balance	1,674,860	1,644,665	-1.80%

4. Historical trends of individual components

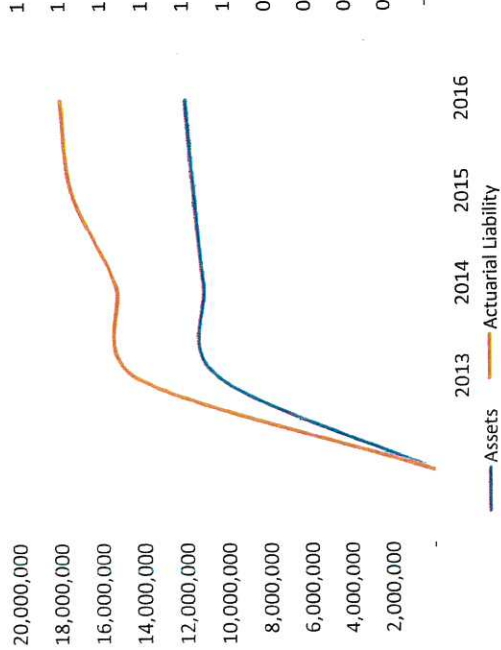


Commentary:

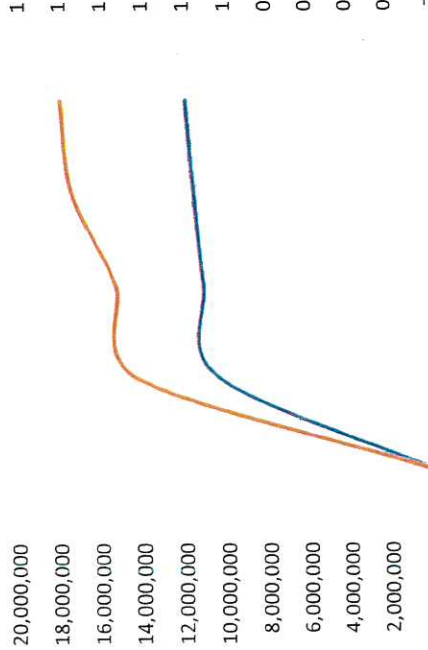
For more information on our unit's finances, contact Mitchell Deisch at 231-882-0558.

CITIZEN'S GUIDE TO LOCAL UNIT FINANCES - Benzie County (1000000)

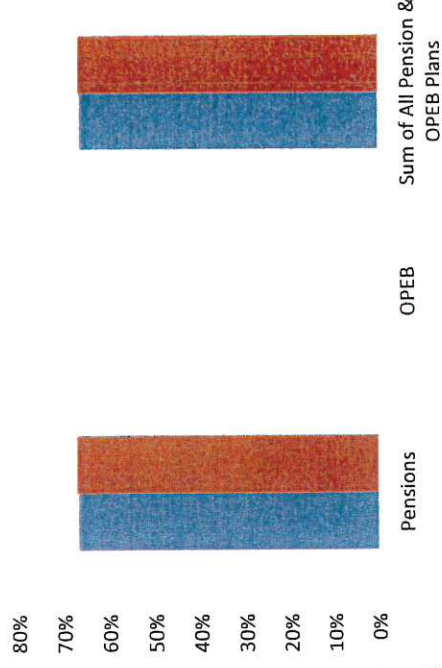
1. Pension funding status



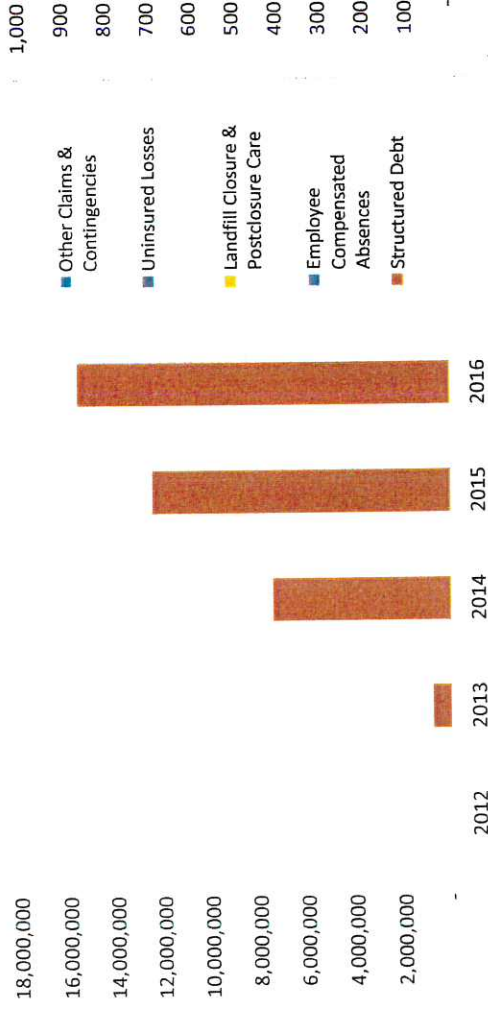
2. Retiree Health care funding status



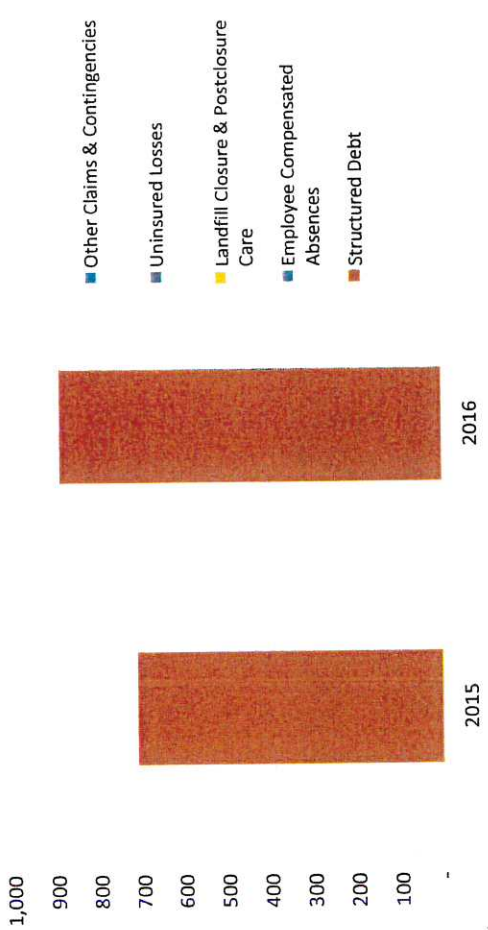
3. Percent funded - compared to the prior year



4. Long Term Debt obligations:



5. Debt & other long term obligations per capita - compared to the prior year



Commentary:

For more information on our unit's finances, contact Mitchell Deisch at 231-882-0558.

Performance Dashboard

Local Unit Name: Benzie County
Local Unit Code: 100000

	2015	2016	Trend	Performance
Fiscal Stability				
Annual General Fund expenditures per capita	\$327	\$316	↓ -3.3%	Positive
Fund Balance as % of annual General Fund expenditures	29.4%	29.7%	↑ 1.2%	Positive
Unfunded pension & OPEB liability, as a % of annual General Fund revenue	96%	100%	↑ 3.9%	Negative
Debt burden per capita	\$712	\$890	↑ 24.9%	Negative
Percentage of road funding provided by the General Fund	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Ratio of pensioners to employees	0.73	0.88	↑ 21.3%	Negative
Number of services delivered via cooperative venture	1	1	↔ 0.0%	Neutral
Economic Strength				
% of community with access to high speed broadband	0%	70%	#DIV/0!	#DIV/0!
% of community age 25+ with Bachelor's degree or higher	25%	24%	↓ -2.4%	Negative
Average age of critical infrastructure (years)	-	-	#DIV/0!	#DIV/0!
Public Safety				
Violent crimes per thousand	15	18	↑ 20.8%	Negative
Property crimes per thousand	12	18	↑ 51.1%	Negative
Traffic injuries or fatalities	658	609	↓ -7.4%	Positive
Quality of Life				
Miles of sidewalks and non-motorized paths/trails as a factor of total miles of local/major roads & streets	0.03	0.10	↑ 241.3%	Positive
Percent of General Fund expenditures committed to arts, culture and recreation	3.0%	0.8%	↓ -74.5%	Neutral
Acres of parks per thousand residents	11.7	11.6	↔ -0.4%	Neutral
Percent of community being provided with curbside recycling	0%	0%	#DIV/0!	#DIV/0!

Debt Service Report

Local Unit Name:	Benzie County
Local Unit Code:	100000
Current Fiscal Year End Date:	9/30/2016
Debt Name:	Government Center Building
Issuance Date:	1/9/1999
Issuance Amount:	\$1,265,000
Debt Instrument (or Type):	Building Authority Bonds
Repayment Source(s):	Rent Payments from the State of Michigan

Years Ending	Principal	Interest	Total
9/30/2016	\$ 75,000	\$ 11,843	\$ 86,843
9/30/2017	\$ 75,000	\$ 8,168	\$ 83,168
9/30/2018	\$ 90,000	\$ 4,455	\$ 94,455
9/30/2019	\$ -	\$ -	\$ -
9/30/2020	\$ -	\$ -	\$ -
9/30/2021	\$ -	\$ -	\$ -
Year 7	\$ -	\$ -	\$ -
Totals	\$ 240,000	\$ 24,466	\$ 264,466

Commentary:

Debt Service Report

Local Unit Name: Benzie County
Local Unit Code: 100000
Current Fiscal Year End Date: 9/30/2016

Debt Name: Maples Building
Issuance Date: 1/10/2014
Issuance Amount: \$6,760,000
Debt Instrument (or Type): Building Authority Bonds
Repayment Source(s): Voter approved millage of .635/year

Years Ending	Principal	Interest	Total
9/30/2016	\$ 315,000	\$ 209,450	\$ 524,450
9/30/2017	\$ 320,000	\$ 200,000	\$ 520,000
9/30/2018	\$ 325,000	\$ 190,400	\$ 515,400
9/30/2019	\$ 340,000	\$ 180,650	\$ 520,650
9/30/2020	\$ 355,000	\$ 170,450	\$ 525,450
9/30/2021	\$ 370,000	\$ 159,800	\$ 529,800
9/30/2022	\$ 380,000	\$ 148,700	\$ 528,700
9/30/2023	\$ 395,000	\$ 137,300	\$ 532,300
9/30/2024	\$ 415,000	\$ 125,450	\$ 540,450
9/30/2025	\$ 435,000	\$ 111,962	\$ 546,962
9/30/2026	\$ 455,000	\$ 96,738	\$ 551,738
9/30/2027	\$ 475,000	\$ 80,813	\$ 555,813
9/30/2028	\$ 500,000	\$ 63,000	\$ 563,000
9/30/2029	\$ 525,000	\$ 43,000	\$ 568,000
9/30/2030	\$ 550,000	\$ 22,000	\$ 572,000
Totals	\$ 6,155,000	\$ 1,939,713	\$ 8,094,713

Commentary:

Projected Budget Report

Local Unit Name:
Local Unit Code:
Current Fiscal Year End Date:
Fund Name:

Benzie County
100000
9/30/2018
101-General Fund

REVENUES	Current Year Budget	Percentage Change	Year 2 Budget	Assumptions
Property Taxes	\$ 4,160,348	0.09 %	\$ 4,164,092	State of Michigan Inflationary Rate
Other Taxes	\$ 383,209	0.09 %	\$ 383,554	
State Revenue Sharing	\$ 343,100	0.09 %	\$ 343,409	
Income Tax	\$ -	0.09 %	\$ -	
Fines & Fees	\$ 616,286	0.09 %	\$ 616,841	
Licenses & Permits	\$ 41,250	0.09 %	\$ 41,287	
Interest Income	\$ 6,000	0.09 %	\$ 6,005	
Grant Revenues	\$ 95,129	0.09 %	\$ 95,215	
Other Revenues	\$ 570,715	0.09 %	\$ 571,229	
Interfund Transfers (In)	\$ 156,100	0.09 %	\$ 156,240	
Total Revenues	\$ 6,372,137		\$ 6,377,872	
EXPENDITURES				
General Government	\$ 1,452,949	0.09 %	\$ 1,454,257	
Courts - Circuit, District, Probate, FOC, JV	\$ 1,105,215	0.09 %	\$ 1,106,210	
Police and Fire	\$ 979,866	0.09 %	\$ 980,748	
Other Public Safety	\$ 71,830	0.09 %	\$ 71,895	
Roads	\$ -	0.09 %	\$ -	
Other Public Works	\$ 12,000	0.09 %	\$ 12,011	
Health and Welfare	\$ 990,102	0.09 %	\$ 990,993	
Community & Economic Development	\$ 30,000	0.09 %	\$ 30,027	
Recreation & Culture	\$ 11,650	0.09 %	\$ 11,660	
Capital Outlay	\$ -	0.09 %	\$ -	
Debt Service	\$ -	0.09 %	\$ -	
Other Expenditures	\$ 1,141,690	0.09 %	\$ 1,142,718	
Interfund Transfers (Out)	\$ 576,835	0.09 %	\$ 577,354	
Total Expenditures	\$ 6,372,137		\$ 6,377,872	
Net Revenues (Expenditures)	\$ -		\$ -	
Beginning Fund Balance	\$ 1,644,664		\$ 1,644,664	
Ending Fund Balance	\$ 1,644,664		\$ 1,644,664	

Commentary:

FINANCE REPORT

Finance Issues:

Approval of bills from November 14, 2017 to December 5, 2017 in the amount of \$524,296.67.

FROM 10/01/2017 TO 12/04/2017

FUND: ALL FUNDS

CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2017	Total Debits	Total Credits	Ending Balance 12/04/2017
101	GENERAL FUND	1,332,969.13	1,719,970.80	2,116,352.43	936,587.50
201	BENZIE COUNTY ROAD COMMISSION	1,186,944.38	792,354.39	1,279,055.35	700,243.42
205	TNT OFFICER MILLAGE FUND	41,544.01	16,080.88	32,163.21	25,461.68
206	SHERIFF'S K-9 FUND	16,726.35	2,742.97	5,485.94	13,983.38
207	SHERIFF'S RESERVES FUND	11.64	0.00	0.00	11.64
208	SHERIFF'S DIVE TEAM FUND	1,382.00	0.00	0.00	1,382.00
211	D.A.R.E. FUND	1,736.17	0.00	0.00	1,736.17
212	BENZIE KIDS	1,502.38	300.00	0.00	1,802.38
213	JAIL OPERATIONS FUND	95,783.42	287,435.38	496,284.07	(113,065.27)
214	EMERGENCY MEDICAL SERVICES (EMS) FUN	130,256.30	500,226.30	493,960.80	136,521.80
215	FRIEND OF THE COURT FUND	72,290.04	480.00	0.00	72,770.04
216	SEASONAL ROAD PATROL FUND	24,519.78	2,331.64	3,133.28	23,718.14
217	SNOWMOBILE PATROL FUND	10,936.81	1,315.65	347.66	11,904.80
218	PARKS & REC - ICE RINK	16.69	0.00	0.00	16.69
219	AIRPORT AUTHORITY FUND	1,490.54	6,789.74	13,579.48	(5,299.20)
220	MARINE PATROL FUND	1,659.99	225.00	450.00	1,434.99
221	BENZIE-LEELANAU DIST HEALTH DEPT FUN	179,705.39	459,098.39	514,865.21	123,938.57
228	SOLID WASTE/RECYCLING FUND	83,145.58	32,940.72	65,561.44	50,524.86
230	BETTSIE VALLEY TRAIL MANAGEMENT FUND	5,309.38	17,267.97	17,599.18	4,978.17
231	SOIL EROSION (SESSC) FUND	30,570.00	5,320.00	3,200.00	32,690.00
235	CDBG GRANTS	0.00	0.00	0.00	0.00
241	LAND BANK AUTHOITY FUND	56,752.80	5,233.49	0.00	61,986.29
243	BROWNFIELD REDEVELOPMENT AUTHORITY F	21,315.93	1,862.25	3,724.50	19,453.68
244	E.D.C. ENTERPRISE FUND	2,430.71	26,615.58	2,429.55	26,616.74
245	REMONUTATION/SURVEY GRANT FUND	27,478.47	0.00	0.00	27,478.47
246	GIS INFORMATION SYSTEM	6,993.28	50.00	0.00	7,043.28
247	ANIMAL CONTROL FUND	169,560.82	40,113.63	68,415.30	141,259.15
249	BUILDING DEPARTMENT FUND	71,178.93	141,375.31	145,654.02	66,900.22
256	REG OF DEEDS AUTOMATION FUND	150,038.16	5,180.00	0.00	155,218.16
258	HOMELAND SECURITY GRANTS	1,629.99	0.00	0.00	1,629.99
260	CPL CLERK TECHNOLOGY FUND	19,738.57	1,990.00	0.00	21,728.57
261	911 EMERGENCY SERVICE FUND	414,266.94	278,859.14	180,216.55	512,909.53
262	DISPATCHER TRAINING FUND	18,031.41	0.00	0.00	18,031.41
263	LOCAL CORRECTION OFFICER'S TRAINING	16,117.72	965.21	1,930.42	15,152.51
264	SHERIFF FORFEITURE FUND	4,582.79	1,509.74	1,471.80	4,620.73
265	JUSTICE TRAINING (302) FUND	7,415.24	1,437.15	0.00	8,852.39
269	LAW LIBRARY FUND	1,375.75	12,194.94	4,389.88	9,180.81
276	COMMISSION ON AGING MILLAGE FUND	328,311.12	171,675.59	343,408.67	156,578.04
284	REVENUE SHARING RESERVE FUND	0.00	0.00	0.00	0.00
285	POINT BETSIE LIGHHOUSE FUND	3,246.36	0.00	0.00	3,246.36
292	CHILD CARE FUND	26,210.59	91,533.34	100,959.78	16,784.15
293	VETERAN'S RELIEF FUND	71,083.78	1,294.63	2,592.66	69,785.75
294	VETERANS TRUST FUND	5,019.63	5,019.63	10,039.26	0.00
296	JUVENILE JUSTICE FUND	(1,253.83)	2,632.73	5,265.46	(3,886.56)
310	GOVERNMENT CENTER ADDITION DEBT FUND	34,660.13	8,929.66	0.00	43,589.79
312	MAPLES DEBT/MILLAGE FUND	514,023.08	2.38	200,060.45	313,965.01
371	JAIL RESERVE FUND	238,205.78	49,599.45	91,640.00	196,165.23
401	CAPITAL IMPROVEMENT FUND	6,744.62	0.00	0.00	6,744.62

CASH SUMMARY BY FUND FOR BENZIE COUNTY

FROM 10/01/2017 TO 12/04/2017

FUND: ALL FUNDS

CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2017	Total Debits	Total Credits	Ending Balance 12/04/2017
412	MCF RENOVATIONS FUND	141,441.09	432,771.77	452,077.04	122,135.82
415	RAILROAD POINT	10,199.12	2,813.10	5,626.20	7,386.02
425	EQUIPMENT REPLACEMENT FUND	121,483.67	41,094.24	78,293.58	84,284.33
512	MEDICAL CARE FACILITY FUND	1,290,631.62	1,875,502.72	1,849,890.46	1,316,243.88
516	DELINQUENT TAX REVOLVING FUND	4,494,666.88	302,491.81	193,478.74	4,603,679.95
532	TAX FORECLOSURE FUND	829,387.05	15,453.24	7,496.48	837,343.81
535	CDBG HOUSING GRANT FUND	97,971.54	26,005.00	210.00	123,766.54
569	BUILDING AUTHORITY	9,957.94	630.00	1,260.00	9,327.94
595	COMMISSARY/CONCESSION FUND-JAIL	2,135.55	0.00	0.00	2,135.55
616	TREASURER'S TAX ADMINISTRATION FUND	54,360.25	0.00	0.00	54,360.25
701	GENERAL AGENCY FUND	2,294,638.65	1,392,721.35	2,681,761.84	1,005,598.16
704	PAYROLL CLEARING FUND	21,039.19	373,112.91	288,176.37	105,975.73
721	LIBRARY PENAL FINE FUND	40,361.24	12,065.62	0.00	52,426.86
764	SHERIFF'S INMATE TRUST FUND	347.85	33,335.34	19,889.98	13,793.21
775	SUMMER TAX COLLECTION FUND	0.00	0.00	0.00	0.00
	TOTAL - ALL FUNDS	14,842,280.39	9,200,950.78	11,782,397.04	12,260,834.13

BILLS TO BE APPROVED December 5, 2017

Motion to approve Vouchers in the amount of:

\$	157,772.25	General Fund (101)
\$	23,590.53	Jail Fund (213)
\$	39,800.61	Ambulance Fund & ALS (214)
\$	6,923.06	Funds 105-238
\$	8,645.79	ACO Fund (247)
\$	40,055.00	Building (249)
\$	7,840.20	Dispatch 911 Fund (261)
\$	33,394.95	Funds 239-292
\$	190,912.65	Funds 293-640
\$	15,361.63	701 Fund
\$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
<hr/>		
\$	524,296.67	

November 15, 2017 - December 05, 2017

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206-K-9 Fund	230-BVTMC	269-Law Library	310-Gov't Ctr Addition-Debt
207-Sheriff Reserve's	232-Planning/Zoning	270-Platte River Bridge	315-Benzie Leelanau Health
208-Dive Team	235-CBDG	271-Housing Grant	321-Jail Bond
209-Resource Officer	238-EDC	276-Council on Aging	371-Jail Bldg Debt Millage
210-Benzie Kids	245-Remonumentation	285-Pt. Betsie Lighthouse	425-Equipment Replace
211-D.A.R.E. Fund	256-Reg of Deeds	292-Child Care Fund	
215-FOC	262-911-Training	293-Soldiers Relief Fund	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 101 BOARD OF COMMISSIONERS							
101-101-727.00	OFFICE SUPPLIES	VISA=MITCHELL DEITCH	VISA FOR NOVEMBER 2017	#### ###	11/30/17	21.73	62824
101-101-860.00	TRAVEL	WALTERHOUSE, FRANK	MILEAGE FOR 11/6/17 - 11/15/17	MILEAGE	11/22/17	21.94	62757
101-101-860.00	TRAVEL	GRAINER, ROGER	NOVEMBER 2017 TRAVEL	TRAVEL	11/30/17	260.01	62782
101-101-860.00	TRAVEL	JEANNOT, ART	NOVEMBER 2017 MILEAGE	NOVEMBER 2017	11/30/17	46.01	62790
Total For Dept 101 BOARD OF COMMISSIONERS						349.69	
Dept 131 CIRCUIT COURT							
101-131-702.00	CIR CT JUDGE	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,524.13	62728
101-131-702.03	CIR CT ADMIN SAL	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,791.83	62728
101-131-704.00	CIR CT RECORDER SAL	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,731.77	62728
101-131-704.01	CIR CT ALT. DISPUTE RESO	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,299.63	62728
101-131-704.02	CLERICAL ASSISTANT-CIR C	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,027.69	62728
101-131-712.00	RESEARCH ATTORNEY/J. MEA	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	967.73	62728
101-131-725.00	COST OF FRINGE BENEFITS	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	5,342.00	62728
101-131-727.00	OFFICE SUPPLIES	HEINS, PATRICIA	DINNER FOR JURY - PPL VS. POPOUR 1	17-2508-FH	11/22/17	59.24	62720
101-131-727.00	OFFICE SUPPLIES	REIX INC. DBA LEXISNE	SEPTEMBER 2017 LAW LIBRARY	3091157344	11/22/17	510.00	62743
101-131-727.00	OFFICE SUPPLIES	MANISTEE COUNTY	SHARRED EXPENSES FOR OCTOBER 2017	OCTOBER 2017	11/30/17	179.88	62798
101-131-730.00	POSTAGE	MANISTEE COUNTY	SHARRED EXPENSES FOR OCTOBER 2017	OCTOBER 2017	11/30/17	104.94	62798
101-131-802.00	CIR CT-TRANSCRIPT FEE	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	281.20	62728
101-131-802.00	TRANSCRIPTS	SPENCER, WILLIAM SIM	TRANSCRIPTS	TRANSCRIPTS	11/22/17	129.90	62746
101-131-802.00	TRANSCRIPTS	MANISTEE COUNTY	SHARRED EXPENSES FOR OCTOBER 2017	OCTOBER 2017	11/30/17	589.20	62798
101-131-805.00	COURT APPOINTED ATTORNEY	CICCHELLI, ANTHONY	CASE #17-2052-NA, 17-2031-NA, 17-2	17-2052-NA	11/22/17	375.00	62704
101-131-805.00	COURT APPOINTED ATTORNEY	CICCHELLI, ANTHONY	17-2049-DL-16-1999-DL, 16-1979-NA,	17-2049-DL-16-1	11/30/17	241.05	62774
101-131-805.00	COURT APPOINTED ATTORNEY	SPILLAN, JOHN	#16-2470-FH JAIL/PROBATION VISIT	11/2/17	11/30/17	72.76	62816
101-131-816.00	SPECIAL JUDGE	HON. JAMES M. BATZER	MILEAGE & WAGES FOR VISITING JUDGE	VISITING JUDGE	11/22/17	221.38	62721
101-131-816.00	SPECIAL JUDGE	HON. JAMES M. BATZER	VISITING JUDGE FOR 11/14/17	11/14/17	11/30/17	396.38	62786
101-131-860.00	TRAVEL	QUAGLIA, VINCENT	MILEAGE AND LUNCH FROM 10/17-11/8/	10/17-11/8/17	11/30/17	162.52	62809
101-131-865.00	PRISONER TRANSFER	PPS OF AMERICA, LLC	PRISONER TRANSFER	142392	11/30/17	1,702.50	62808
101-131-955.00	CONVENTIONS & DUES	MANISTEE COUNTY	SHARRED EXPENSES FOR OCTOBER 2017	OCTOBER 2017	11/30/17	274.00	62798
101-131-962.00	JIS RELATED COSTS	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	638.08	62728
Total For Dept 131 CIRCUIT COURT						19,622.81	
Dept 136 DISTRICT COURT							
101-136-727.00	OFFICE SUPPLIES	FIELD CRAFTS	WORK ATTIRE	E-4021	11/16/17	159.10	62647
101-136-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	WATER DELIVERY	352011	11/16/17	43.25	62661
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	INV #'S 214001/61001/215001 & 2130	214001/061001/2	11/16/17	213.15	62671
101-136-727.00	OFFICE SUPPLIES	NOWAK, KIM	REIMBURSEMENT OFFICE SUPPLIES	11/21/2017	11/22/17	21.92	62735
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	VARIOUS	11/22/17	91.26	62737
101-136-727.00	OFFICE SUPPLIES	VISA=KIM NOWAK	OFFICE SUPPLIES FOR ON CALL PHONE	11/21/2017	11/22/17	49.50	62755
101-136-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	DATE STAMP	422083-0	11/30/17	25.32	62789
101-136-727.00	OFFICE SUPPLIES	NOWAK, KIM	SHADES	11/29/2017	11/30/17	9.49	62803
101-136-727.00	COURT APPOINTED ATTORNEY	CICCHELLI, ANTHONY	ATTY FEES FOR BARRINGER 17-203-SD	110917	11/16/17	250.00	62639
101-136-805.00	COURT APPOINTED ATTORNEY	WILLIAMS, JESSE	ATTY FEES FOR DEVERNEY	112117	11/30/17	250.00	62827
101-136-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	572.82	62820
101-136-860.00	TRAVEL	WALTER E ARMSTRONG	MJI CONFERENCE - RETENTION SCHEDUL	11/13/2017	11/16/17	192.88	62690
101-136-900.00	PRINTING & PUBLISHING	TARGET INFORMATION MA FORMS	MA FORMS	284577	11/16/17	219.86	62685
101-136-900.00	PRINTING & PUBLISHING	TARGET INFORMATION MA FORMS	MA FORMS	284611	11/30/17	25.96	62818
101-136-963.00	COMPUTER SUPPORT	WYANT COMPUTER SERVIC	PRINTERS/COMPUTERS	CW22200	11/30/17	42.00	62829
101-136-970.00	EQUIPMENT	OFFICE DEPOT	MONITOR/WRIST REST/STAPLES/CARTRID	VARIOUS	11/16/17	179.99	62670
101-136-970.00	EQUIPMENT	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	448.28	62728
101-136-970.00	EQUIPMENT	BLUEWATER ELECTRIC LL	ELECTRIC OUTLETS	11/29/2017	11/30/17	264.50	62770
Total For Dept 136 DISTRICT COURT						3,059.28	

Total For Dept 136 DISTRICT COURT

User: MARIDEE

EXP CHECK RUN DATES 11/15/2017 - 12/05/2017

DB: Benzie County

JOURNALIZED

PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 142 JUVENILE DIVISION							
101-142-704.01	SALARY-JV DIRECTOR SALAR	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	2,091.85	62728
101-142-725.00	COST OF FRINGE BENEFITS	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	561.60	62728
101-142-804.00	RECORDING SERVICES	COLEEN ROCKER	RECORDER SERVICES	11/1/17	11/16/17	233.00	62640
101-142-804.00	RECORDING SERVICES	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	489.58	62728
			Total For Dept 142 JUVENILE DIVISION			3,376.03	
Dept 148 PROBATE COURT							
101-148-727.00	OFFICE SUPPLIES	FIELD CRAFTS	WORK ATTIRE	E-4021	11/16/17	159.10	62647
101-148-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	WATER DELIVERY	332011	11/16/17	43.25	62661
101-148-727.00	OFFICE SUPPLIES	OFFICE DEPOT	MONITOR/WRIST REST/STAPLES/CARTRID	VARIOUS	11/16/17	49.60	62670
101-148-727.00	OFFICE SUPPLIES	NOWAK, KIM	REIMBURSEMENT OFFICE SUPPLIES	11/21/2017	11/22/17	21.93	62735
101-148-727.00	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	VARIOUS	11/22/17	98.52	62735
101-148-727.00	OFFICE SUPPLIES	NOWAK, KIM	SHADES	11/29/2017	11/30/17	9.50	62803
101-148-805.00	COURT APPOINTED ATTORNEY	KEHR, LINDA MOOREY	D BEAUDRIS, PP	17-0066-CA	11/16/17	50.00	62656
101-148-805.00	COURT APPOINTED ATTORNEY	SMITH & JOHNSON	D WATERS, LII/PP & V PRIEBE, LII/P	123415 & 123414	11/22/17	195.00	62745
101-148-860.00	TRAVEL	NOWAK, KIM	MJI CONFERENCE - RETENTION SCHEDUL	11/13/2017	11/16/17	192.88	62666
101-148-955.00	STAFF DEVELOPMENT/CONFER	NOWAK, KIM	MJI CONFERENCE - RETENTION SCHEDUL	11/13/2017	11/16/17	8.68	62666
101-148-955.00	STAFF DEVELOPMENT/CONFER	VISA-KIM NOWAK	CONFERENCE DINNER	11/13/2017	11/16/17	7.93	62689
101-148-955.10	DUES & REGISTRATIONS	BENZIE COUNTY CLERK	KDN NOTARY PUBLIC	11/14/2017	11/16/17	10.00	62627
101-148-955.10	DUES & REGISTRATIONS	MICHIGAN PROBATE JUDG	DUES 2017/2018	2017-18	11/16/17	425.00	62663
101-148-955.10	DUES & REGISTRATIONS	STATE OF MICHIGAN	KDN NOTARY PUBLIC	11/14/2017	11/16/17	10.00	62683
101-148-963.00	COMPUTER SUPPORT	WYANT COMPUTER SERVIC	PRINTERS/COMPUTERS	CW22200	11/30/17	42.00	62829
101-148-970.00	EQUIPMENT	OFFICE DEPOT	OFFICE SUPPLIES	VARIOUS	11/22/17	26.39	62737
101-148-970.00	EQUIPMENT	BLUEWATER ELECTRIC LL	ELECTRIC OUTLETS	11/29/2017	11/30/17	264.50	62770
			Total For Dept 148 PROBATE COURT			1,614.28	
Dept 172 ADMINISTRATOR							
101-172-727.00	OFFICE SUPPLIES	VISA-MITCHELL DEISCH	VISA FOR NOVEMBER.2017	#### ####	11/30/17	50.96	62824
101-172-900.00	PRINTING & PUBLISHING	PIONEER GROUP	SUBSCRIPTION TO RECORD PATRIOT	0052626	11/22/17	39.00	62738
			Total For Dept 172 ADMINISTRATOR			89.96	
Dept 215 COUNTY CLERK							
101-215-860.00	TRAVEL	BOWERS, TAMMY	CONFERENCE IN LANSING FOR TAMMY AN	11/09/2017	11/16/17	196.35	62635
101-215-860.00	TRAVEL	OLNEY, DAWN	MILEAGE & MEALS - CLERKS CONFERENCE	11/15/2017	11/30/17	111.82	62806
101-215-955.00	CONVENTIONS & MEETINGS	BOWERS, TAMMY	CONFERENCE IN LANSING FOR TAMMY AN	11/09/2017	11/16/17	21.00	62635
101-215-955.00	CONVENTIONS & MEETINGS	OLNEY, DAWN	MILEAGE & MEALS - CLERKS CONFERENCE	11/15/2017	11/30/17	21.21	62806
101-215-955.00	CONVENTIONS & MEETINGS	VISA=DAWN OLNEY	TREETOP RESORT- CLERKS CONF 11/15/	0025	11/30/17	67.47	62822
			Total For Dept 215 COUNTY CLERK			417.85	
Dept 261 MSU EXTENSION							
101-261-703.04	WAGES-PART TIME SECRETAR	MICHIGAN STATE UNIVER	LONGO PAY AND FRINGES	TOINV19 18	11/22/17	904.26	62730
101-261-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES	422294-0	11/22/17	15.18	62723
101-261-730.00	POSTAGE	BENZIE COUNTY CLERK	POSTAGE FROM MSU FOR OCTOBER 2017	POSTAGE	11/22/17	2.51	62700
			Total For Dept 261 MSU EXTENSION			921.95	
Dept 265 BUILDING & GROUNDS							
101-265-750.00	MAINTENANCE SUPPLIES	G.T. PACKAGING & JANI	SPPONS	0224729-IN	11/30/17	68.00	62780
101-265-750.00	MAINTENANCE SUPPLIES	G.T. PACKAGING & JANI	PAPER TOWEL, SOLO HOT CUP, KLEENEX	0224697-IN	11/30/17	280.19	62780
101-265-750.00	MAINTENANCE SUPPLIES	JACKPINE BUSINESS CEN	CALENDAR, DESK PAD, LAMINATE	422468-0	11/30/17	63.95	62788
101-265-800.00	CONTRACTED SERVICES	GOTTSCALK CLEANING S	CLEANING SERVICE FOR OCTOBER 2017	OCTOBER 2017	11/22/17	1,975.00	62718
101-265-850.00	TELEPHONE	TEINET WORLDWIDE	GVMT CENTER PRI CIRCUIT FOR NOVEMB	118601	11/22/17	527.57	62750
101-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	91.77	62820
101-265-923.00	FUEL - NATURAL GAS	DTE ENERGY	NATURAL GAS FOR OCTOBER 2017	OCTOBER 2017	11/22/17	365.22	62713

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 265 BUILDING & GROUNDS							
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	GVMT CNT GARAGE ELECTRIC 10/13-11/	NOVEMBER 2017	11/22/17	52.64	62709
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	GOVERNMENT CENTER ELECTRIC 10/11-1	100000514248	11/22/17	4,445.74	62709
101-265-930.00	EQUIPMENT REPAIR	STATE OF MICHIGAN	ELEVATOR CERTIFICATE OF OPERATION	ELEVATOR	11/22/17	180.00	62748
			Total For Dept 265 BUILDING & GROUNDS			8,050.08	
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY,	LEGAL FEES FOR OCTOBER 2017	OCTOBER 2017	11/22/17	35.57	62707
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY,	LEGAL FEES FOR OCTOBER 2017	OCTOBER 2017	11/22/17	1,833.34	62707
101-266-810.00	LEGAL FEES	FIGURA, RICHARD	LEGAL FEES OCTOBER 2017	OCTOBER 2017	11/22/17	5,845.50	62715
101-266-815.20	CIRCUIT, JUV, & DC ADMIN	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,166.67	62728
			Total For Dept 266 LEGAL & CONTRACTED SERVICES			8,881.08	
Dept 267 PROSECUTING ATTORNEY							
101-267-727.00	OFFICE SUPPLIES	VISA=SARA SWANSON	STATE BAR DUES-SARA&JTA/LUCH-DOMES	111517	11/30/17	53.62	62825
101-267-808.00	WITNESS FEES	PAWN REAM	WITNESS FEE/MILEAGE (25 MILES @ \$	111317	11/16/17	8.50	62645
101-267-808.00	WITNESS FEES	RACHEL LOCICERO	WITNESS FEE & MILEAGE (36 MILES @	111617	11/22/17	9.60	62742
101-267-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	36.51	62820
101-267-955.10	DUES & REGISTRATIONS	VISA=SARA SWANSON	STATE BAR DUES-SARA&JTA/LUCH-DOMES	111517	11/30/17	625.00	62825
			Total For Dept 267 PROSECUTING ATTORNEY			733.23	
Dept 268 REGISTER OF DEEDS							
101-268-800.00	CONTRACTED SERVICES - LA	FIDLAR TECHNOLOGIES I	LAREDO USAGE FEE OCTOBER 2017	0219507-IN	11/16/17	858.37	62646
			Total For Dept 268 REGISTER OF DEEDS			858.37	
Dept 285 CENTRAL SERVICES							
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP,	PROSECUTORS COPIER	156930	11/22/17	126.51	62749
			Total For Dept 285 CENTRAL SERVICES			126.51	
Dept 301 SHERIFF							
101-301-727.00	OFFICE SUPPLIES	QUILL CORPORATION	CALENDARS	2502225	11/22/17	44.26	62741
101-301-748.00	GAS, OIL & GREASE	ZACHS TIRE AND OFFROA	TIRE CHG OUT 14-4, 17-1 & SILVE VA	40,44,57	11/22/17	80.00	62759
101-301-748.00	GAS, OIL & GREASE	SHELL FLEET PLUS	NOV '17 FUEL	065281271	11/30/17	175.92	62814
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	16-1 OIL CHANGE	29796	11/30/17	48.90	62830
101-301-748.00	GAS, OIL & GREASE	ZACK'S TIRE AND OFFRO	TIRE CHGOUT 18-1, 14-1 FIX	62	11/30/17	55.00	62831
101-301-751.00	UNIFORMS	BENZIE COUNTY SHERIFF	OCT - NOV 17 REIMB	PETTY CASH REIM	11/16/17	85.62	62630
101-301-850.00	TELEPHONE	TELNET WORLDWIDE	TELEPHONE	1824	11/22/17	595.51	62751
101-301-850.00	TELEPHONE	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	218.98	62820
101-301-855.00	RADIO MAINTENANCE/EQUIPM	APPLIED CONCEPTS - ST	POWER CABLE - RADAR	317355	11/16/17	117.00	62625
101-301-940.00	LEASED PATROL & SHERIFF	BENZIE COUNTY SHERIFF	OCT - NOV 17 REIMB	PETTY CASH REIM	11/16/17	4.68	62630
101-301-961.00	TRAINING & SCHOOLS	BENZIE COUNTY SHERIFF	OCT - NOV 17 REIMB	PETTY CASH REIM	11/16/17	24.00	62630
101-301-970.06	EQUIPMENT - COMPUTERS	AMAZON CAPITAL SERVIC	UPS TOWER - ROAD	193K-RPJK-WC79	11/30/17	119.95	62762
101-301-970.06	EQUIPMENT - COMPUTERS	AMAZON CAPITAL SERVIC	UPS BACKUP - ROAD	193K-RPJK-HXYW	11/30/17	119.95	62763
			Total For Dept 301 SHERIFF			1,689.77	
Dept 333 SECONDARY ROAD PATROL							
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	25.46	62693
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	18.40	62693
101-333-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	1,156.85	62701
101-333-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RTS0001666196	11/22/17	120.61	62710
101-333-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	37.66	62776
101-333-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	37.66	62776
101-333-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	37.66	62776
			Total For Dept 333 SECONDARY ROAD PATROL			1,434.30	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 426 EMERGENCY MANAGEMENT							
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	9.83	62693
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	CORBA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	18.40	62693
101-426-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	36.87	62710
101-426-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	40.82	62776
101-426-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	40.82	62776
101-426-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	40.82	62776
101-426-727.00	OFFICE SUPPLIES	DIGITAL DOLPHIN SUPPL	PRINTER INK	SIN083567	11/22/17	309.96	62711
101-426-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	LEGAL PADS	422448-0	11/30/17	7.97	62788
101-426-850.00	TELEPHONE	MONTHLY CELL PHONE SERVICE FOR EMD	11/15/17		11/16/17	49.04	62688
101-426-850.00	TELEPHONE	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17		11/30/17	65.26	62820
101-426-860.00	TRAVEL	MILEAGE REIMBURSEMENT FROM 11-4-17	MILEAGE ENDING		11/22/17	9.63	62740
101-426-961.00	TRAINING & SCHOOLS	RENEWAL OF NASAR MEMBERSHIP FOR FR	RENEWAL 252400		11/30/17	55.00	62802
101-426-961.00	TRAINING & SCHOOLS	VISA=FRANK POST	VISA CHARGES FROM 10-16-17 TO 11-1	VISA ENDING 11-	11/30/17	152.27	62823
			Total For Dept 426 EMERGENCY MANAGEMENT			836.69	
Dept 601 HEALTH DEPARTMENT							
101-601-836.00	APPROPRIATIONS	BENZIE LEELANAU HEALT	1ST QTR FY 2017/2018 APPROPRIATION	FY 17/18 1ST QT	11/16/17	56,275.50	62631
			Total For Dept 601 HEALTH DEPARTMENT			56,275.50	
Dept 648 MEDICAL EXAMINER							
101-648-800.00	CONTRACTED SERVICES	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,791.44	62728
101-648-970.00	EQUIPMENT- MEDICAL EXAMI	BOUND TREE MEDICAL, L	GLOVES, CO2 LINES, AED PADS THE BO	82665409	11/16/17	32.28	62634
101-648-970.00	EQUIPMENT- MEDICAL EXAMI	TRINITY FLUIDS	LATEX GLOVES, GOWN, APRON FOR MEDI	6086	11/22/17	366.25	62753
			Total For Dept 648 MEDICAL EXAMINER			2,189.97	
Dept 670 DHHS BOARD							
101-670-721.00	PER DIEM - DHS BOARD	ANN LOVELESS	NOVEMBER 2017 PER DIEM 11/28	NOVEMBER PER DI	11/30/17	35.00	62767
101-670-721.00	PER DIEM - DHS BOARD	HART, THOMAS	NOVEMBER 2017 TRAVEL PER DIEM	NOVEMBER 2017	11/30/17	105.00	62783
101-670-860.00	TRAVEL - DHS BOARD	HART, THOMAS	NOVEMBER 2017 TRAVEL PER DIEM	NOVEMBER 2017	11/30/17	32.10	62783
			Total For Dept 670 DHHS BOARD			172.10	
Dept 851 INSURANCE & BONDS							
101-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	194.45	62776
101-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	207.20	62776
101-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	194.45	62776
			Total For Dept 851 INSURANCE & BONDS			596.10	
Dept 852 MEDICAL INSURANCE							
101-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	826.10	62693
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	37,481.98	62701
101-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	3,594.71	62710
101-852-717.01	MEDICAL INSURANCE TO MAN	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	2,465.50	62728
101-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	1,123.40	62776
101-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	1,195.19	62776
101-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	(1,422.95)	62776
101-852-725.02	MI CLAIMS TAX ASSESSMENT	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	25.71	62693
101-852-725.02	MI CLAIMS TAX ASSESSMENT	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	58.63	62710
101-852-725.02	CONTRACTED SERVICES - CA	COBRA ADMINISTRATIVE FEE NOVEMBER	176810		11/22/17	949.50	62693
101-852-874.00	MEDICAL INSURANCE - RET	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	33.87	62693
101-852-874.00	MEDICAL INSURANCE - RET	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	145.06	62710
			Total For Dept 852 MEDICAL INSURANCE			46,476.70	
			Total For Fund 101 GENERAL FUND			157,772.25	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 205 TNT OFFICER MILLAGE FUND							
Dept 000							
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	25.46	62693
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	CORFA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	22.90	62693
205-000-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	1,156.85	62701
205-000-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	120.61	62710
205-000-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	39.18	62776
205-000-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	39.18	62776
205-000-725.00	FRINGE BENEFITS	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	39.18	62776
205-000-751.00	UNIFORMS	MICHIGAN STATE INDUST	BAGS FOR ARMOR	31000	11/22/17	31.50	62729
205-000-853.00	CELLULAR PHONES-TNT	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	40.01	62820
Total For Dept 000						1,514.87	
Fund 213 JAIL OPERATIONS FUND							
Dept 265 BUILDING & GROUNDS							
213-265-751.00 UNIFORMS							
213-265-782.00	MAINTENANCE SUPPLIES	EMBROID ME OF TRAVERS	MAINT SHIRT EMBROIDERY	E17878	11/30/17	45.00	62779
213-265-782.00	MAINTENANCE SUPPLIES	QUILL CORPORATION	SHARPENERS, FILE, SOAP	2198852	11/16/17	26.24	62672
213-265-782.00	MAINTENANCE SUPPLIES	AMAZON CAPITAL SVC	DOOR STOPS, BUMPER STOPS	19MR-47QC-7HRK	11/30/17	39.21	62765
213-265-782.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	PAINT SUPP, LETTERS, CLEANER	1444	11/30/17	26.92	62804
213-265-783.00	EQUIP. SERVICES & SUPPLI	QUILL CORPORATION	PAPER TOWELS	2198866	11/16/17	99.95	62672
213-265-783.00	EQUIP. SERVICES & SUPPLI	STATE OF MICHIGAN	SPECIAL INSP BOILER MIR445137	BLR409508	11/16/17	100.00	62681
213-265-783.00	EQUIP. SERVICES & SUPPLI	AMAZON CAPITAL SVC	TOILET PAPER	BLR408932	11/16/17	250.00	62682
213-265-783.00	EQUIP. SERVICES & SUPPLI	AMAZON CAPITAL SVC	TOILET PAPER	1RP9-GVCC-X97X	11/22/17	38.97	62695
213-265-783.00	EQUIP. SERVICES & SUPPLI	MOORE MECHANICAL	NO HEAT CALL	1JFY-7JQK-WTYN	11/22/17	38.97	62696
213-265-783.00	EQUIP. SERVICES & SUPPLI	QUILL CORPORATION	PAPER TOWELS, TISSUE	54272	11/22/17	164.00	62731
213-265-783.00	EQUIP. SERVICES & SUPPLI	VERIZON WIRELESS	MONTHLY CELL PHONE SERVICE FOR EMD	2615883	11/30/17	225.41	62810
213-265-853.00	CELLULAR PHONES	AMAZON CAPITAL SVC	PHONE CASE & SCREEN PROTECT	17CJ-F764-TTM4	11/30/17	26.94	62764
213-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	148.26	62820
213-265-923.00	FUEL - NATURAL GAS	DPE ENERGY	NOV-DEC '17	910020929204	11/22/17	1,211.89	62714
213-265-924.00	ELECTRIC	CONSUMERS ENERGY	NOV '17	100000514313	11/16/17	3,674.42	62641
Total For Dept 265 BUILDING & GROUNDS						6,144.25	
Dept 351 JAIL - CORRECTIONS							
213-351-727.00	OFFICE SUPPLIES	QUILL CORPORATION	SHARPENERS, FILE, SOAP	2198852	11/16/17	21.30	62672
213-351-727.00	OFFICE SUPPLIES	QUILL CORPORATION	REINFORCEMENTS	2513449	11/22/17	4.90	62741
213-351-727.00	OFFICE SUPPLIES	QUILL CORPORATION	CALENDARS	2502225	11/22/17	44.26	62741
213-351-748.00	GAS, OIL & GREASE	ZACHS TIRE AND OFFROA	TIRE CHG OUT 14-4, 17-1 & SILVE VA	40,44,57	11/22/17	40.00	62759
213-351-748.00	GAS, OIL & GREASE	SHELL FLEET PLUS	NOV '17 FUEL	065281271	11/30/17	136.71	62814
213-351-751.00	UNIFORMS	AL CRAWFORD	BOOT REIMS '17-'18	RECEIPT	11/30/17	136.00	62761
213-351-818.00	FILING FEES	BENZIE COUNTY SHERIFF	OCT - NOV 17 REIMS	PETTY CASH REIM	11/16/17	60.00	62630
213-351-818.00	FILING FEES	WEST MICHIGAN PROCESS	SVC OF PAPERS CAITLYN FITZHUGH	31331	11/22/17	30.01	62758
213-351-865.00	PRISONER TRANSFER	BENZIE COUNTY SHERIFF	OCT - NOV 17 REIMS	PETTY CASH REIM	11/16/17	24.95	62630
213-351-956.00	EMPLOYEE PHYSICALS	MANAGEMENT & BEHAVIOR	PSYCH EVALUATION	LINKS	11/30/17	800.00	62797
213-351-961.04	PRISONERS SCHOOLING	HEIMAN, BARBARA	INMATE SCHOOLING NOV '17	LIST	11/22/17	360.00	62719
213-351-963.00	COMPUTER EQUIPMENT	QUILL CORPORATION	KEYBOARDS AND MICE	2503030	11/22/17	69.98	62741
213-351-963.00	COMPUTER EQUIPMENT	SECURUS TECHNOLOGIES	INVEST PRO	161842	11/30/17	74.21	62813
Total For Dept 351 JAIL - CORRECTIONS						1,802.32	
Dept 851 INSURANCE & BONDS							
213-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	59.50	62776
213-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	72.25	62776
213-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	59.50	62776

User: MARIDEE

EXP CHECK RUN DATES 11/15/2017 - 12/05/2017

DB: Benzie County

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Fund 213 JAIL OPERATIONS FUND							
Dept 851 INSURANCE & BONDS							
Total For Dept 851 INSURANCE & BONDS							
						191.25	
Dept 852 MEDICAL INSURANCE							
213-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	209.25	62693
213-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	12,416.87	62701
213-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	1,085.10	62710
213-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	465.21	62776
213-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	535.47	62776
213-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	465.21	62776
213-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	275.60	62693
Total For Dept 852 MEDICAL INSURANCE							
						15,452.71	
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
Total For Fund 213 JAIL OPERATIONS FUND							
						23,590.53	
214-265-750.00	MAINTENANCE SUPPLIES	FRANKFORT HARDWARE	BLACK ICE FRESHNER, BATTERIES, FRE	14696/1	11/16/17	36.55	62648
214-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	HOT WATER NOZZEL, THERMOCOUPLE, PA	144046	11/16/17	28.97	62667
214-265-750.00	MAINTENANCE SUPPLIES	HONOR BUILDING SUPPLY	FEMALE HOSE END	1711-237358	11/22/17	5.49	62722
214-265-750.00	MAINTENANCE SUPPLIES	HONOR BUILDING SUPPLY	CORDESS DRILL, TREATED BOARD, GRI	1711-236225	11/22/17	102.87	62722
214-265-750.00	MAINTENANCE SUPPLIES	HONOR BUILDING SUPPLY	ICE MELT, MALE HOSE CONNETTOR	1711-237444	11/22/17	15.98	62722
214-265-750.00	MAINTENANCE SUPPLIES	HONOR BUILDING SUPPLY	HAND SHOWER	1711-236252	11/22/17	26.99	62722
214-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	2 ADAPTOR, CABLE TIES, LED SPOTLIG	144366	11/22/17	94.24	62736
214-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	DISH SOAP, BROOM	14442	11/22/17	7.28	62736
214-265-750.00	MAINTENANCE SUPPLIES	HONOR BUILDING SUPPLY	MOP REFILL, WALL PLATE	1711-238134	11/30/17	10.56	62787
214-265-850.01	INTERNET SERVICE	DIRECT TV	TV AT STATION 2	32810598523	11/22/17	142.39	62712
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	MONTHLY CELL PHONE SERVICE FOR EMD	11/15/17	11/16/17	53.51	62688
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	ALS CELLULAR PHONE FOR OCT 13 - NO	NOVEMBER 2017	11/22/17	165.78	62754
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	20.04	62820
214-265-922.00	WATER & SEWER	MCCARDEL WATER CONDIT	DRINKING WATER AT STATION 3	39-3148	11/16/17	51.50	62661
214-265-922.00	FUEL - PROPANE GAS	CITY OF FRANKFORT	NATURAL GAS FOR 227 PINE OCEMBER 2	227 PINE	11/22/17	48.45	62705
214-265-923.00	FUEL - PROPANE GAS	DTE ENERGY	NATURAL GAS 225 PARK FOR OCTOBER 2	225 PARK	11/22/17	95.65	62713
214-265-923.00	ELECTRIC	DTE ENERGY	NATURAL GAS 225 PARK FOR OCTOBER 2	4129601	11/16/17	56.19	62713
214-265-924.00	ELECTRIC	CHERRYLAND ELECTRIC	ELECTRIC AT STATION 2	10013543937	11/22/17	139.39	62638
214-265-924.00	ELECTRIC	CONSUMERS ENERGY	ELECTRIC AT 227 PINE	49.69	11/22/17	96.54	62709
214-265-935.00	BUILDING REPAIRS	CONSUMERS ENERGY	ELECTRIC AT 225 PARK AVE	100013543556	11/22/17	465.00	62623
214-265-935.00	BUILDING REPAIRS	A J'S EXCAVATING LLC	GRAVEL AND GRADE DRIVEWAY AT STATI	7773	11/16/17	1,277.29	62727
214-265-935.00	BUILDING REPAIRS	M&L CONSTRUCTION	BUILD NEW LANDINGS AT STATION 2	1076	11/22/17	2,990.35	
Total For Dept 265 BUILDING & GROUNDS							
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	IV CATHS, LANCETS	82682328	11/16/17	239.47	62634
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	DEFIB PADS	82683640	11/16/17	114.87	62634
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	GLOVES, CO2 LINES, AED PADS THE BO	82665409	11/16/17	145.25	62634
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	BANDAIDS, LUBRICATING JELLY, ALCO	82674128	11/16/17	12.64	62634
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	NASAL CANNULAS, T CONNECTORS, STET	82689105	11/22/17	399.21	62702
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MONITOR PAPER	82686410	11/22/17	55.60	62702
214-655-735.00	MEDICAL SUPPLIES	MUNSON HOME MEDICAL E	IV LINES, PREFILLED SYRINGES	387243	11/22/17	336.79	62732
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	AED PADS	82692969	11/30/17	96.12	62771
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	GAUZE BANDAGE, BANDAIDS, COLD PACK	82690379	11/30/17	59.15	62771
214-655-735.00	MEDICAL SUPPLIES	MUNSON MEDICAL CENTER	CPR AND IV MAINTENANCE KIT FEES	BCMSA10/31/17	11/30/17	423.00	62801
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9069799336	11/22/17	104.14	62694
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9069799337	11/22/17	169.53	62694

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Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL	006-1017	11/16/17	3,166.33	62628
214-655-748.00	GAS, OIL & GREASE	SHELL FLEET PLUS	FUEL FOR NOVEMBER 2017	NOVEMBER 2017	11/22/17	862.29	62744
214-655-749.00	VEHICLE REPAIRS	WARD EATON , INC	TOW A21 TO JUST TRUCKS	294063	11/16/17	200.00	62691
214-655-749.00	VEHICLE REPAIRS	ZACHS TIRE AND OFFROA	TIRES FOR A22	48	11/16/17	892.00	62692
214-655-749.00	VEHICLE REPAIRS	JUST TRUCKS INC	REPAIR EXHUST LEAK, SEAT AIR RIDE,	1028362	11/22/17	383.57	62725
214-655-749.00	VEHICLE REPAIRS	NICKERSON TOWING	TOW A21 TO JUST TRUCKS	14097	11/22/17	250.00	62733
214-655-749.00	VEHICLE REPAIRS	JUST TRUCKS INC	A22 BRAKES, REPLACE REAR SPRING BU	1028398	11/30/17	1,975.84	62792
214-655-751.00	UNIFORMS	NYE UNIFORM COMPANY	UNIFORM PANTS FOR T HAUGEN	625480	11/16/17	72.90	62792
214-655-751.00	UNIFORMS	NYE UNIFORM COMPANY	UNIFORM PANTS FOR CSTACHNIK	625481	11/16/17	57.50	62668
214-655-751.00	UNIFORMS	ROBBIE'S DRY CLEANERS	PATCHES ON EMS PARKA	39071	11/16/17	30.00	62674
214-655-751.00	UNIFORMS	ROBBIE'S DRY CLEANERS	ALTERATION TO EMS PARKA	37086	11/16/17	20.00	62674
214-655-751.00	UNIFORMS	BOUND TREE MEDICAL, L	TACTICAL FLEECE JACKET	8697492	11/30/17	81.99	62771
214-655-800.01	CONTRACTED SERVICES - BI	NORTH FLIGHT, INC.	BILLING & COLLECTIONS	BEN 1017	11/22/17	3,675.00	62734
214-655-810.00	LEGAL FEES - ALS	FIGURA, RICHARD	LEGAL FEES OCTOBER 2017	OCTOBER 2017	11/22/17	108.00	62715
214-655-860.00	TRAVEL	DENNIS, CALVIN	TRAVEL REIMBURSEMENT FOR ME CLASS	CLASS RETMB	11/16/17	84.06	62643
214-655-860.00	TRAVEL	JAMES HENDERSON	TRAVEL FOOD	QDOBA	11/16/17	10.28	62652
214-655-860.00	TRAVEL	JAMES HENDERSON	TRAVEL FOOD	PIZZAPAPALIS	11/16/17	22.00	62653
214-655-860.00	TRAVEL	JAMES HENDERSON	TRAVEL FOOD	LOCO BAR&GRILL	11/16/17	12.71	62654
214-655-860.00	TRAVEL	JAMES HENDERSON	TRAVEL FOOD	FISHBONES	11/16/17	21.00	62655
214-655-860.00	TRAVEL	HAUGEN, TRACIE	TRAVEL EXPENSES FOR ME CLASS ON 11	TRAVEL EXPENSES	11/30/17	83.59	62784
214-655-860.00	TRAVEL	VTSA	ATHENEUM SUITES ME CLASS, JH, CD, ###	### ## ##	11/30/17	1,419.80	62821
214-655-961.00	TRAINING & SCHOOLS	MONSON MEDICAL CENTER	CPR AND IV MAINTENANCE KIT FEES	BCMSA10/31/17	11/30/17	8.50	62801
214-655-970.01	EQUIPMENT- AMBULANCE	CENTRAL STATE BANK	NOVEMBER 2017 AMBULANCE PAYMENT FOR	NOVEMBER 2017	11/30/17	3,479.86	62773
Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)						19,072.99	
Dept 851 INSURANCE & BONDS							
214-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	46.75	62776
214-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	59.50	62776
214-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	46.75	62776
Total For Dept 851 INSURANCE & BONDS						153.00	
Dept 852 MEDICAL INSURANCE							
214-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	297.23	62693
214-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	14,543.80	62701
214-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	1,481.38	62710
214-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	307.62	62776
214-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	407.82	62776
214-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	307.62	62776
214-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	238.80	62693
Total For Dept 852 MEDICAL INSURANCE						17,584.27	
Total For Fund 214 EMERGENCY MEDICAL SERVICES (E						39,800.61	
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000							
228-000-703.05	WAGES-ATTENDANT	WOOD, MARLENE	ON CALL	112817	11/30/17	105.00	62828
228-000-703.05	WAGES-ATTENDANT	WOOD, MARLENE	SITE CLEAN UP AND WINTER PREP	113017	11/30/17	150.00	62828
228-000-703.05	WAGES-ATTENDANT	ZYLSTRA, JESSE	SITE MONITOR	112817	11/30/17	115.00	62832
228-000-810.00	LEGAL FEES	FIGURA, RICHARD	LEGAL FEES OCTOBER 2017	OCTOBER 2017	11/22/17	40.50	62715
228-000-850.00	TELEPHONE	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	65.26	62820
Total For Dept 000						475.76	
Dept 851 INSURANCE & BONDS							

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Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 851 INSURANCE & BONDS							
228-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	4.25	62776
228-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	4.25	62776
228-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	4.25	62776
			Total For Dept 851 INSURANCE & BONDS			12.75	
Dept 852 MEDICAL INSURANCE							
228-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	9.83	62693
228-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	385.62	62701
228-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RLS0001666196	11/22/17	36.87	62710
228-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	30.38	62776
228-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	30.38	62776
228-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	30.38	62776
228-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	18.40	62693
			Total For Dept 852 MEDICAL INSURANCE			541.86	
			Total For Fund 228 SOLID WASTE/RECYCLING FUND			1,030.37	
Fund 230 BETSIE VALLEY TRAIL MANAGEMENT FUND							
Dept 000							
230-000-800.00	CONTRACTED SERVICES	JOHNSON HILL LAND ETH	PREPARATION FOR TRAIL RESURFACINGS	4177	11/30/17	4,377.82	62791
			Total For Dept 000			4,377.82	
			Total For Fund 230 BETSIE VALLEY TRAIL MANAGEMENT			4,377.82	
Fund 247 ANIMAL CONTROL FUND							
Dept 265 BUILDING & GROUNDS							
247-265-782.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	PIPE FITTINGS, NEW KEYS, HOSE CAP, NE	143098	11/16/17	117.26	62667
247-265-782.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	GFI FOR KENNEL	144133	11/30/17	19.99	62804
247-265-850.00	TELEPHONE	AT&T	PHONE BILL FOR NOV	231882950511	11/30/17	100.98	62768
247-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES FOR NOVEMBER 2017	11/29/17	11/30/17	49.39	62820
247-265-924.00	ELECTRIC & HEATING	CONSUMERS ENERGY	ENERGY BILL FOR OCT	204475648593	11/22/17	178.41	62709
247-265-924.00	ELECTRIC & HEATING	DTE ENERGY	HEATING FOR OCT	910020929329	11/22/17	91.76	62713
247-265-935.00	BUILDING REPAIRS	CONCRETE RESURFACING	EPOXY FLAKE FLOORING REMAINING BAL	11/19/17	11/22/17	4,439.00	62708
			Total For Dept 265 BUILDING & GROUNDS			4,996.79	
Dept 430 ANIMAL CONTROL							
247-430-727.00	OFFICE SUPPLIES	SHOP AND SAVE	TOILET PAPER	24411	11/16/17	12.76	62677
247-430-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL FOR OCT	0051017	11/16/17	128.36	62629
247-430-751.00	UNIFORMS	DA DESIGN	IMPRINTING ON ON SHIRTS	4185	11/16/17	126.00	62642
247-430-751.00	UNIFORMS	FLASHPOINT FIREARMS	UNIFORMS	966	11/22/17	358.70	62716
247-430-800.00	CONTRACTED SERVICES	UNIFI EQUIPMENT FINAN	NOV. PAYMENT FOR PRINTER	339606	11/16/17	61.16	62687
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	146-17C NEUTER 145-17C NEUTER CATE	45042	11/16/17	180.80	62633
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	URINALYSIS, 150-17C NEUTER 151-17C	45261	11/16/17	131.60	62633
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	161-17C PARASITE EXAM	270116	11/22/17	20.63	62739
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	PPM TRIWORMER	270166	11/22/17	13.65	62739
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	154-17C SPAY 152-17C SPAY	270105	11/22/17	236.94	62739
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	CATEGO FOR CATS 1.5# 143-17C	44829	11/30/17	14.50	62769
247-430-835.20	DISPOSALS & BURIALS	AMERICAN WASTE	TRASH BILL FOR NOV	2214042	11/16/17	16.00	62624
			Total For Dept 430 ANIMAL CONTROL			1,301.10	
Dept 851 INSURANCE & BONDS							
247-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	8.50	62776
247-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	8.50	62776
247-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	8.50	62776

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Fund 247 ANIMAL CONTROL FUND							
Dept 851 INSURANCE & BONDS							
Dept 852 MEDICAL INSURANCE			Total For Dept 851 INSURANCE & BONDS			25.50	
247-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	28.42	62693
247-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	1,850.96	62701
247-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	241.22	62710
247-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	55.00	62776
247-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	55.00	62776
247-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	55.00	62776
247-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	CORRA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	36.80	62693
			Total For Dept 852 MEDICAL INSURANCE			2,322.40	
Fund 249 BUILDING DEPARTMENT FUND							
Dept 371 BUILDING INSPECTOR							
249-371-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	BUILDING, PLUMBING, MECH, ELEC, SO	OCTOBER 2017	11/22/17	16,492.00	62699
			Total For Dept 371 BUILDING INSPECTOR			16,492.00	
Dept 372 PLUMBING INSPECTOR							
249-372-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	BUILDING, PLUMBING, MECH, ELEC, SO	OCTOBER 2017	11/22/17	6,652.00	62699
			Total For Dept 372 PLUMBING INSPECTOR			6,652.00	
Dept 373 MECHANICAL INSPECTOR							
249-373-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	BUILDING, PLUMBING, MECH, ELEC, SO	OCTOBER 2017	11/22/17	5,748.00	62699
			Total For Dept 373 MECHANICAL INSPECTOR			5,748.00	
Dept 375 ELECTRICAL INSPECTOR							
249-375-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	BUILDING, PLUMBING, MECH, ELEC, SO	OCTOBER 2017	11/22/17	11,163.00	62699
			Total For Dept 375 ELECTRICAL INSPECTOR			11,163.00	
			Total For Fund 249 BUILDING DEPARTMENT FUND			40,055.00	
Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325 DISPATCH/COMMUNICATION							
261-325-727.00	OFFICE SUPPLIES	VISA=RON BERNIS	DEC PAYMT	111517	11/22/17	347.74	62756
261-325-727.00	OFFICE SUPPLIES	NUGENT HARDWARE	OFFICE SUPPLIES	11252017	11/30/17	117.64	62804
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	MONTHLY CHARGES FOR SERVICE FOR DI	11/15/17	11/16/17	96.50	62688
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	ROAD MDTs FOR NOVEMBER 2017	11/29/17	11/30/17	1,240.83	62820
261-325-930.00	EQUIPMENT REPAIR	GRAND TRAVERSE MOBILE	EQUIP REPAIR A33	48695	11/16/17	85.00	62650
261-325-930.00	EQUIPMENT REPAIR	GRAND TRAVERSE MOBILE	EQUIP REPAIR FPD 2	48787	11/16/17	148.75	62650
261-325-970.00	EQUIPMENT	CARTRIDGE WORLD	PRINTER AND TONER	1711101	11/22/17	278.78	62703
			Total For Dept 325 DISPATCH/COMMUNICATION			2,315.24	
Dept 851 INSURANCE & BONDS							
261-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	29.75	62776
261-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	42.50	62776
261-851-725.06	LIFE INSURANCE	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	29.75	62776
			Total For Dept 851 INSURANCE & BONDS			102.00	
Dept 852 MEDICAL INSURANCE							
261-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	NOVEMBER 2017 VISION COVERAGE	NOVEMBER 2017	11/22/17	114.28	62693
261-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN HEALTH INSURANCE FOR DECEMBER	DECEMBER 2017	11/22/17	4,010.43	62701
261-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	DECEMBER 2017 DENTAL	RIS0001666196	11/22/17	376.28	62710

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Fund 261 911 EMERGENCY SERVICE FUND							
Dept 852 MEDICAL INSURANCE							
261-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	NOVEMBER 2017	11/30/17	228.44	62776
261-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D/LIFE/LONG TERM AND SHORT TE	DECEMBER 2017	11/30/17	307.94	62776
261-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN NATIONAL	AD & D, LIFE, SHORT TERM AND LONG	OCTOBER 2017	11/30/17	228.44	62776
261-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE NOVEMBER	176810	11/22/17	157.15	62693
			Total For Dept 852 MEDICAL INSURANCE			5,422.96	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			7,840.20	
Fund 269 LAW LIBRARY FUND							
Dept 000							
269-000-901.00	RESOURCE MATERIALS	RELX INC. DBA LEXISNE	OCTOBER 2017 LAW LIBRARY	3091201985	11/22/17	510.00	62743
269-000-901.00	RESOURCE MATERIALS	THOMSON REUTERS - WES	WEST COMPLETE LIBRARY, NOV - NOV 3	837190937	11/22/17	672.30	62752
269-000-901.00	RESOURCE MATERIALS	MANISTEE COUNTY	SHARRED EXPENSES FOR OCTOBER 2017	OCTOBER 2017	11/30/17	170.17	62798
			Total For Dept 000			1,352.47	
			Total For Fund 269 LAW LIBRARY FUND			1,352.47	
Fund 276 COMMISSION ON AGING MILLAGE FUND							
Dept 000							
276-000-800.00	CONTRACTED SERVICES	BENZIE SENIOR RESOURC	MONTHLY PYMT FOR CONTRACTED SERVICE	OCTOBER 2017	11/16/17	21,550.74	62632
			Total For Dept 000			21,550.74	
			Total For Fund 276 COMMISSION ON AGING MILLAGE F			21,550.74	
Fund 292 CHILD CARE FUND							
Dept 000							
292-000-704.02	CHILD CARE CASEWORKER- 7	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	2,882.21	62728
292-000-725.00	FRINGE BENEFITS - JUVENI	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	728.08	62728
292-000-725.06	CHILD CARE CASEWORKER FR	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	1,408.30	62728
292-000-840.70	INSTITUTIONAL ROOM & BOA	CHARLEVOIX COUNTY	SUB ABUSE TREATMENT M.BEAVER	11/9/17	11/16/17	4,960.00	62637
292-000-840.95	IN HOME CARE MISC.	UNIFI EQUIPMENT FINAN	LEASE FOR COPIER/PRINTER	339948	11/30/17	78.15	62819
292-000-860.00	TRAVEL/GAS CARDS	BENZIE BUS	BUS PASSES	1818	11/16/17	90.00	62626
292-000-862.00	MENTORING/TUTORING	KEBER, LYNNE	TUTORING J.HALLUMS	NOVEMBER	11/30/17	275.00	62793
292-000-862.02	DRUG TESTING	REDWOOD TOXICOLOGY IA	IHC DRUG TESTING	010447201710	11/16/17	70.00	62673
			Total For Dept 000			10,491.74	
			Total For Fund 292 CHILD CARE FUND			10,491.74	
Fund 294 VETERANS TRUST FUND							
Dept 000							
294-000-214.00	DUE TO MVTF	MICHIGAN VETERANS TRU	RETURN BALANCE OF TRUST FUND TO MV	112717	11/30/17	5,019.63	62800
			Total For Dept 000			5,019.63	
			Total For Fund 294 VETERANS TRUST FUND			5,019.63	
Fund 296 JUVENILE JUSTICE FUND							
Dept 000							
296-000-975.00	MISC EXPENSE - WAGES	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	910.17	62728
296-000-975.01	MISC EXPENSE - BENEFITS	MANISTEE COUNTY - ADM	MANISTEE/BENZIE SHARED EXPENSES FO	OCTOBER 2017	11/22/17	444.73	62728
			Total For Dept 000			1,354.90	
			Total For Fund 296 JUVENILE JUSTICE FUND			1,354.90	
Fund 412 MCF RENOVATIONS FUND							

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Fund 412 MCF RENOVATIONS FUND							
Dept 000							
412-000-810.00	LEGAL FEES	AMERICAN ARBITRATION	LEGAL FEES FOR BENZIE COUNTY BUILD	112017	11/30/17	5,600.00	62766
412-000-810.00	LEGAL FEES	KUHN ROGERS PLC	LEGAL SERVICES THRU NOV 17, 2017/	8394-1	11/30/17	10,012.50	62796
412-000-810.00	LEGAL FEES	STRAUB, PETTITT, AND	SERVICES FOR OCT 2017/MAPLES PROJE	27	11/30/17	600.00	62817
412-000-967.00	PROJECT EXPENSES	COMSTOCK CONSTRUCTION	SERVICES THRU 10/31/17 FOR MAPLES	052	11/30/17	165,908.92	62775
			Total For Dept 000			182,121.42	
			Total For Fund 412 MCF RENOVATIONS FUND			182,121.42	
Fund 425 EQUIPMENT REPLACEMENT FUND							
Dept 301 SHERIFF							
425-301-967.02	PROJECT EXPENSES - G.T.	MICHIGAN STATE INDUST	BAGS FOR ARMOR	31000	11/22/17	981.00	62729
			Total For Dept 301 SHERIFF			981.00	
Dept 426 EMERGENCY MANAGEMENT							
425-426-967.02	PROJECT EXPENSES - CERT	SPORTS INK SCREEN PRI	HI VIS JACKETS	6229	11/22/17	22.00	62747
			Total For Dept 426 EMERGENCY MANAGEMENT			22.00	
			Total For Fund 425 EQUIPMENT REPLACEMENT FUND			1,003.00	
Fund 516 DELINQUENT TAX REVOLVING FUND							
Dept 000							
516-000-694.00	CASH OVER/SHORT	RATH, IRENE	OVERPYMT OF DELQ TAXES 06-501-054-	06-501-054-00	11/30/17	160.83	62811
			Total For Dept 000			160.83	
			Total For Fund 516 DELINQUENT TAX REVOLVING FUND			160.83	
Fund 532 TAX FORECLOSURE FUND							
Dept 253 COUNTY TREASURER							
532-253-801.00	CONTRACTED SERVICES	TITLE CHECK LLC	1/12 OF ANNUAL FEE FOR 2015 TAX FO	1711-42	11/16/17	1,252.87	62686
			Total For Dept 253 COUNTY TREASURER			1,252.87	
			Total For Fund 532 TAX FORECLOSURE FUND			1,252.87	
Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND TO BE APPLIED	111317	11/16/17	1,925.00	62621
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND TO BE REVOKED	111317	11/16/17	200.00	62622
701-136-265.00	CASH BONDS PAYABLE	LORANGER, ROBERT	BOND TO RETURN	111317	11/16/17	1,075.00	62660
701-136-265.00	CASH BONDS PAYABLE	OCONNOR, HADLEY	BOND TO BE RETURNED	111317	11/16/17	175.00	62669
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BONDS TO APPLY	112817	11/30/17	500.00	62760
701-136-265.00	CASH BONDS PAYABLE	DOUGHERTY, MARK	BOND TO BE RETURNED	112817	11/30/17	1,100.00	62777
701-136-265.00	CASH BONDS PAYABLE	DRIVER, MARSHA	BOND TO BE RETURNED	112817	11/30/17	500.00	62778
701-136-265.00	CASH BONDS PAYABLE	NUAGENT, KAREN	BOND TO BE RETURNED	112817	11/30/17	800.00	62805
701-136-265.00	CASH BONDS PAYABLE	BROUILLET, CARLOS & T	FROM DELMALINA BOWENS	111317	11/16/17	12.50	62636
701-136-271.00	RESTITUTIONS PAYABLE	GILROY, GREG	RESTITUTION FROM MARSHA PUTNEY	111317	11/16/17	50.00	62649
701-136-271.00	RESTITUTIONS PAYABLE	KOCH, MICHAEL	RESTITUTION FROM WILLIAM KIRT	111317	11/16/17	112.50	62657
701-136-271.00	RESTITUTIONS PAYABLE	KOCH, WILLIAM	RESTITUTION FROM WILLIA, KIRT	111317	11/16/17	112.50	62658
701-136-271.00	RESTITUTIONS PAYABLE	LAKE ANN GROCERY	RESTITUTION FROM SHONNA GEE	111317	11/16/17	25.00	62659
701-136-271.00	RESTITUTIONS PAYABLE	SENA, DANIEL	RESTITUTION FROM MARSHA PUTNEY	111317	11/16/17	25.00	62675
701-136-271.00	RESTITUTIONS PAYABLE	SENA, JEFFREY	RESTITUTION FROM MARSHA PUTNEY	111317	11/16/17	25.00	62676
701-136-271.00	RESTITUTIONS PAYABLE	SOMMARIVA, ROBERT	RESTITUTION FROM GREGORY DALMAN	111317	11/16/17	90.00	62678
701-136-271.00	RESTITUTIONS PAYABLE	CAMPBELL, JEREMY	RESTITUTION FROM MATTHEW BURROWS	112817	11/30/17	45.00	62772
701-136-271.00	RESTITUTIONS PAYABLE	GARY, ANNE	RESTITUTION FROM MATTHEW MALLEAUX	112817	11/30/17	6.25	62781
701-136-271.00	RESTITUTIONS PAYABLE	HILL, BRITTANY	RESTITUTION FROM GREGORY DALMAN	112817	11/30/17	75.36	62785

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 11/15/2017 - 12/05/2017
JOURNALIZED
PAID

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Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-271.00	RESTITUTIONS PAYABLE	KOCH, MICHAEL	RESTITUTION FROM WILLIAM KIRT	112817	11/30/17	712.50	62794
701-136-271.00	RESTITUTIONS PAYABLE	KOCH, WILLIAM	RESTITUTION FROM WILLIAM KIRT/PAID	112817	11/30/17	287.50	62795
701-136-271.00	RESTITUTIONS PAYABLE	MARSHALL, FERGUSON	RESTITUTION FROM MYLES MURPHY	112817	11/30/17	300.00	62799
701-136-271.00	RESTITUTIONS PAYABLE	PAUL OLIVER MEMORIAL	RESTITUTION FROM IAN HICKEY	112817	11/30/17	50.00	62807
701-136-271.00	RESTITUTIONS PAYABLE	SECURA INSURANCE COMP	RESTITUTION FROM MATTHEW MALLEAUX	112817	11/30/17	6.25	62812
701-136-271.00	RESTITUTIONS PAYABLE	SOMMARIYA, ROBERT	RESTITUTION FROM GREGORY DALMAN	112817	11/30/17	14.64	62815
701-136-271.00	RESTITUTIONS PAYABLE	VOUPE, MICHAEL	RESTITUTION FROM JOHN ROSA	112817	11/30/17	50.00	62826
701-136-272.00	RECOVERY COURT	VISA=KIM NOWAK	GIFT CARDS FOR RECOVERY COURT	11/08/2017	11/16/17	30.00	62689
			Total For Dept 136 DISTRICT COURT			8,305.00	
Dept 148 PROBATE COURT							
701-148-228.06	DUE STATE - SHARED FEES	STATE OF MICHIGAN	OCTOBER 2018	11/14/2017	11/16/17	1,139.23	62680
701-148-228.42	DUE STATE - GENERAL FEES	STATE OF MICHIGAN	OCTOBER 2018	11/14/2017	11/16/17	110.25	62680
701-148-228.56	DUE STATE - EFFILING FEE	STATE OF MICHIGAN	OCTOBER 2018	11/14/2017	11/16/17	100.00	62680
701-148-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	OCTOBER 2018	11/14/2017	11/16/17	600.00	62680
			Total For Dept 148 PROBATE COURT			1,949.48	
Dept 215 COUNTY CLERK							
701-215-228.05	DUE STATE - NOTARY FEES	MICHIGAN DEPARTMENT O	NOTARY FEE TRANSMITTAL	OCT 2017	11/16/17	4.00	62662
701-215-228.37	DUE STATE - CRIME VICTIM	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCT 2017	11/16/17	510.84	62679
701-215-228.42	DUE STATE - STATE COURT	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCT 2017	11/16/17	210.00	62679
701-215-228.56	DUE STATE - EFFILING FEE	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCT 2017	11/16/17	250.00	62679
701-215-228.57	DUE STATE - STATE JURY	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCT 2017	11/16/17	50.00	62679
701-215-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCT 2017	11/16/17	1,190.00	62679
701-215-228.59	DUE STATE - JUSTICE SYST	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	OCT 2017	11/16/17	426.06	62679
701-215-271.00	RESTITUTIONS PAYABLE	FLORENCE STONE	RESTITUTION FROM GARRETT TONN	15-2429-FC	11/22/17	602.00	62717
701-215-271.00	RESTITUTIONS PAYABLE	JENNIFER MACKAY	RESTITUTION FROM LUCAS BRIGHT	11-2233-FH	11/22/17	30.00	62724
701-215-271.00	RESTITUTIONS PAYABLE	KATRINA DOUGHERTY	RESTITUTION FROM HUNTER CARRIER	16-2442-FH	11/22/17	115.00	62726
			Total For Dept 215 COUNTY CLERK			3,387.90	
Dept 253 COUNTY TREASURER							
701-253-274.19	APPEALS/CHARGEBACKS/REFU	DEREK AND LORETTA WAT	2016 TV CHANGE 02-022-002-00 AND 0	110917	11/16/17	1,074.59	62644
701-253-274.19	APPEALS/CHARGEBACKS/REFU	CLIFFORD VAN DYKE	PRE ADJUSTMENT 02-504-095-00	111417	11/22/17	416.66	62706
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	STEVE TEBO	OVERPAYMENT ON DOG LICENSE	111417	11/16/17	10.00	62684
			Total For Dept 253 COUNTY TREASURER			1,501.25	
Dept 301 SHERIFF							
701-301-228.16	DUE STATE - FINGER PRINT	MICHIGAN STATE POLICE	DUE STATE LIVE SCAN PRINTS OCT '17	551-499073	11/16/17	168.00	62664
			Total For Dept 301 SHERIFF			168.00	
Dept 430 ANIMAL CONTROL							
701-430-282.02	SPAY/NEUTER DEPOSITS/REF	ANIMAL WELFARE LEAGUE	SPAY AND NEUTER DEPOSIT REFUND	08172017	11/22/17	25.00	62697
701-430-282.02	SPAY/NEUTER DEPOSITS/REF	ANIMAL WELFARE LEAGUE	SPAY AND NEUTER DEPOSIT REFUND	05232017	11/22/17	25.00	62697
			Total For Dept 430 ANIMAL CONTROL			50.00	
			Total For Fund 701 GENERAL AGENCY FUND			15,361.63	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund Totals:						
	Fund 101 GENERAL FUND					157,772.25
	Fund 205 TNT OFFICER MILLAGE FUND					1,514.87
	Fund 213 JAIL OPERATIONS FUND					23,590.53
	Fund 214 EMERGENCY MEDICAL SERVICES					39,800.61
	Fund 228 SOLID WASTE/RECYCLING FUND					1,030.37
	Fund 230 BETSIE VALLEY TRAIL MANAGEM					4,377.82
	Fund 247 ANIMAL CONTROL FUND					8,645.79
	Fund 249 BUILDING DEPARTMENT FUND					40,055.00
	Fund 261 911 EMERGENCY SERVICE FUND					7,840.20
	Fund 269 LAW LIBRARY FUND					1,352.47
	Fund 276 COMMISSION ON AGING MILLAGE					21,550.74
	Fund 292 CHILD CARE FUND					10,491.74
	Fund 294 VETERANS TRUST FUND					5,019.63
	Fund 296 JUVENILE JUSTICE FUND					1,354.90
	Fund 412 MCF RENOVATIONS FUND					182,121.42
	Fund 425 EQUIPMENT REPLACEMENT FUND					1,003.00
	Fund 516 DELINQUENT TAX REVOLVING FU					160.83
	Fund 532 TAX FORECLOSURE FUND					1,252.87
	Fund 701 GENERAL AGENCY FUND					15,361.63
Total For All Funds:						524,296.67

**Finance Committee
Meeting Notes
November 14, 2017**

A Regular Meeting of the Finance Committee was called to order by Frank Walterhouse at 1:30 p.m.

Present: Coury Carland, Gary Sauer and Frank Walterhouse

Staff Present: Dawn Olney, Maridee Cutler, Mitch Deisch, Paula Eberhart, Sheriff Schendel,
U/S Rosa

Pledge of allegiance was given.

Agenda: Motion by Sauer, seconded by Carland, to approve the agenda as amended, adding Wage Reclassification under 8. Ayes: All Nays: None Motion carried.

Minutes: Motion by Carland, seconded by Sauer, to approve the minutes of October 10, 2017 as presented. Ayes: All Nays: None Motion carried.

Public Input: None

Ted Schendel, Sheriff:

2% Grant Application for Patrol: Sheriff stated that two 2% grants have been submitted – one for the jail one for patrol; he signed them as a local unit of government, everything he has asked for in the past has been approved – almost \$100,000. This cycle they are requesting \$50,000 for a new K9 vehicle. The current K9 vehicle is over 100,000 miles.

2% Grant Application for Jail: This request has been submitted; this request is for \$10,500 for new LiveScan equipment – the current one is very outdated.

Mitch indicated that he talked about this last year or a couple of years ago about whether or not the Sheriff can apply for grants – only local units of government. Should be the county. Sheriff disagrees with the attorney opinion.

Sheriff indicated that the Sheriff's Office is the local unit of government. He stated he would do it different next year and coordinate the effort to flow thru the Board of Commissioners, he has no problem doing that.

JMS Contract – Dan: Sheriff has signed this agreement for new software that will assist with the classification of inmates when entering the jail; this will erase the liability with this new software.

Dawn Olney:

Budget Amendment – Housing:

Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2017-18 CDBG Housing Budget as follows:

Decrease:

535-000-691.00	Budgeted Use of Fund Balance	\$70,000.00
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Increase:

535-000-800.00	Contracted Services	\$60,000.00
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535-000-815.40	Admin Fees – NMCAA	\$10,000.00
-----------------------	---------------------------	--------------------

Ayes: All Nays: None Motion carried.

Request for wage reclassification of County Clerk staff effective January 1, 2018; they will be taking on additional duties with the elimination of the recording contract for some court hearings; all three staff are scheduled for court recording certification; the union stated to come here first; also requesting an increase in wages due to the time spent accepting CPL applications. The courts are offering to pay an additional \$1.00 per hour for each of the three staff out of the court budget; and an additional \$.50 per hour from the CPL Tech fund.

County Treasurer stated there were no funds in the court budget for this. Will bring back at the December finance meeting with additional information.

Maridee – NetLink Copier Maintenance Agreements (11):

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to approve entering into 11 Copier Maintenance Agreements with NetLink Business Solutions for the period October 3, 2017 to October 2, 2018, as presented, authorizing the chairman to sign. Ayes: All Nays: None Motion carried.

Other: None

Public Input: None

Motion by Sauer, seconded by Carland, to adjourn the meeting as all items on the agenda have been completed.

Dawn Olney
Benzie County Clerk

Motion by cc, seconded by [signature], to approve the Finance Consent Calendar items as follows:

1. To amend the 2017-18 CDBG Housing 535 Budget as presented.
2. To approve entering into 11 Copier Maintenance Agreements with NetLink Business Solutions for the period October 3, 2017 to October 2, 2018, as presented, authorizing the chairman to sign.

DRAFT



6005 E. TRAVERSE HWY.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY TREASURER**

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

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

Contact **KELLY**

Phone **231-882-0011**

Fax

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **MX-M550N**

S.N. # **85003393**

NBS # **2622**

Cost per Copy **.015**

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

Estimated Yearly Volume **93,000**

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

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

COPIES INVOICED QUARTERLY IN ARREARS @ .015 EACH.

x *[Signature]*

x **12/5/17**

Authorized Signature **REQUIRED**

Date

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

The above pricing will remain unchanged for 12 months.

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



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name Benzie County 19th Judicial Court / FamilyDivision

Location of copier address 448 Court Place Beulah, MI 49617

Billing address Same

Contact Cameron Clark

Phone 231-723-6664

Fax

Email

Starting Date 10/03/17

Ending Date 10/02/18

Starting Copy Count WILL CALL ON 10/02/17 FOR COUNT

Ending Copier Count

Model # MX-M264N

S.N. # 55002633

NBS # 3192

Cost per Copy .015

Estimated Yearly Cost \$240.00

Estimated Yearly Volume 16,000

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

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

A handwritten signature in cursive script, appearing to read "Custer Carland", is written over a horizontal line.

x Custer Carland

Authorized Signature

Date 12/5/17

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

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6005 E. TRAVERSE HWY.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY CLERK**

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

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

Contact **DAWN**

Phone **231-882-9671**

Fax **231-882-5941**

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **MX-4140N**

S.N. # **3501251Y**

NBS # **3061**

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

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

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

Taxable ☐ OR ☐ non taxable (circle one)

If non taxable attach tax exempt form

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

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

x

A handwritten signature in cursive script, appearing to read "Custer Carland".

x **Custer Carland**

Authorized Signature **REQUIRED**

Date

12/5/17

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **Benzie County Probate Court**

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

Billing address **Same**

Contact **Kim**

Phone **231-882-9675**

Fax

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **MX-M464N**

S.N. # **45015823**

NBS # **3124**

Cost per Copy **.0125**

Estimated Yearly Cost **\$375.00**

Estimated Yearly Volume **30,000**

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

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

If non taxable attach tax exempt form

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

x *Custer Carland*

x **Custer Carland**

Authorized Signature

Date

12/5/17

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY EQUALIZATION**

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

Billing address

Contact **BRIANNE**

Phone **231-882-0015**

Fax

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **MX-3550N**

S.N. # **65079308**

NBS # **3297**

Cost per Copy B&W **.014**

Cost per copy color **.055**

Estimated Yearly Cost **\$854.00 b&w**

Estimated Yearly Volume **61,000**

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

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

If non taxable attach tax exempt form

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

x *Custer Carland*

x **Custer Carland**

Authorized Signature

Date

12/5/17

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The above pricing will remain unchanged for 12 months.

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



6005 E. TRAVERSE HWY.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name BENZIE COUNTY ADMINISTRATOR		
Location of copier address 448 COURT PLACE, SECOND FLOOR		
Billing address 448 COURT PLACE, BEULAH, MI 49617		
Contact KARL SPARKS <i>Maridee Cutler</i>		
Phone 231-882-0558	Fax 231-882-4844	Email
Starting Date 10/03/17		Ending Date 10/02/18
Starting Copy Count WILL CALL ON 10/02/17 FOR COUNT		Ending Copier Count
Model # MX-3050N	S.N. # 65021170	NBS # 3307
Cost per Copy B&W .012 & COLOR .055		Estimated B&W Yearly Cost \$540.00
Estimated B&W Yearly Volume 45,000		

Taxable ☐ OR non taxable (circle one) ☐ If non taxable attach tax exempt form

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

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

x <i>Custer Carland</i>	x <u>Custer Carland</u>
Authorized Signature REQUIRED	Date <u>12/5/17</u>

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The above pricing will remain unchanged for 12 months.

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



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **Benzie County Animal Control**

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

Billing address **448 Court Place Beulah, MI 49617**

Contact **Jamie Kyle Maurer**

Phone **231-882-9505**

Fax

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **DX-C311**

S.N. # **92115484**

NBS # **3024**

Cost per Copy **Black .021**
Cost per copy **Color .07**

Estimated Yearly Cost **\$147.00 Black and White**

Estimated Yearly Volume **7,000 Black and White**

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

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

If non taxable attach tax exempt form

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

Color copies billed in arrears at .07 per copy

x

A handwritten signature in cursive script, appearing to read "Custer Carland".

x **Custer Carland**

Authorized Signature

Date

12/5/17

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNTY PROBATION**

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

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

Contact

Phone **231-882-0042**

Fax

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **AR-M317**

S.N. # **85029457**

NBS # **2652**

Cost per Copy **.015**

Estimated Yearly Cost **\$285.00**

Estimated Yearly Volume **19,000**

Taxable ☐ OR non taxable (circle one)

If non taxable attach tax exempt form

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

COPIES INVOICED QUARTERLY IN ARREARS @ .015 EACH.

x *Custer Carland*

x **Custer Carland**

Authorized Signature **REQUIRED**

Date

12/5/17

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **Benzie County Register of Deeds**

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

Billing address **Same**

Contact **Paula**

Phone **231-882-0016**

Fax

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **MX-M354N**

S.N. # **2505153Y**

NBS # **3033**

Cost per Copy **.015**

Estimated Yearly Cost **\$360.00**

Estimated Yearly Volume **24,000**

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

If non taxable attach tax exempt form

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

COPIES INVOICED QUARTERLY IN ARREARS AT .015 PER COPY

x

Custer Carland

x

Custer Carland

Authorized Signature

Date

12/5/17

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



6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **BENZIE COUNT DISTRICT COURT**

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

Billing address **SAME**

Contact **RHONDA Kim Nowak**

Phone **231-882-0019**

Fax

Email

Starting Date **10/03/2017**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/02/17 FOR COUNT**

Ending Copier Count

Model # **MX-M264N**

S.N. # **25067993**

NBS # **2920**

Cost per Copy **.015**

Estimated Yearly Cost **\$240.00**

Estimated Yearly Volume **16,000**

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

If non taxable attach tax exempt form

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

COPIES INVOICED QUARTERLY IN ARREARS @ .015 EACH.

X *Custer Carland*

X Custer Carland

Authorized Signature **REQUIRED**

Date

12/5/17

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6005 E. Traverse Hwy.
Traverse City, MI 49684

COPIER MAINTENANCE AGREEMENT

Company Name **Benzie County Government Center**

Location of copier address **448 Court Place Beulah, MIO 49617**

Billing address

Contact **Rick**

Phone **231-882-0029**

Fax

Email

Starting Date **10/03/17**

Ending Date **10/02/18**

Starting Copy Count **WILL CALL ON 10/03/17 FOR COUNT**

Ending Copier Count

Model # **MX-M564N**

S.N. # **65014488**

NBS # **3296**

Cost per Copy **.014**

Estimated Yearly Cost **\$1,400.00**

Estimated Yearly Volume **100,000**

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

Taxable OR non taxable (circle one)

If non taxable attach tax exempt form

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

x

Custer Carland

x

Custer Carland

Authorized Signature

Date

12/5/17

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

The above pricing will remain unchanged for 12 months.

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

BUDGET AMENDMENT REQUEST

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

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

DATE: 10/23/2017

Request to Amend the 2017/18 Budget for the following:

Account to be Decreased:

Line Number	Account Name	Amount
535-000-691.00	Budgeted Use of Fund Balance	70,000.00
Total \$		<u>70,000.00</u>

Account to be Increased:

Line Number	Account Name	Amount
535-000-800.00	Contracted Services	60,000.00
535-000-815.40	Admin Fees -- NMCAA	10,000.00
Total \$		<u>70,000.00</u>

SIGNED: _____

Dawn Olney

Budget Committee
Meeting Notes
June 19, 2017

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

Present: Gary Sauer and Frank Walterhouse
Cory Carland

Staff Present: Dawn Olney, Michelle Thompson, Maridee Cutler, Mitch Deisch

Pledge of allegiance was given.

The following budgets were reviewed today:

101-101 Commissioners: Mitch requests ample funds in training; he is looking into web based trainings, but he continues to urge the Commissioners to attend MAC conference.

101-215 County Clerk: Requesting part time employee – courts seem to be increasing all the time; it is difficult to schedule time off; will use the part time employee to assist with back scanning and court collections.

101-262 Elections: Budgeting for a possibility of three elections during FY 2017-18; reimbursement from Frankfort for November 2017 if there are no county-wide issues.

535 Housing Fund: No grant, budgeting for possible emergency projects with the program income.

260 CPL Clerk Technology Fund: No large purchases this year. Will budget for training and travel.

101-172 Administrator: Health Ins is projected to see a 6.7% increase and that is what has been budgeted; looking at a possible 1-1/2 to 2% wage increase for elected and non-union employees.

Comm Sauer says he would agree to whatever the unions get.

MERS – Gary says we need to get ahold of the cost.

Mitch has put \$55,000 in the 172 budget for Finance Director/IT and \$25,000 for Capital Improvement Strategic Plan RFQ.

101-265 Buildings & Grounds: The server is past its useful life (6+ years old); we will be watching the water/sewer bill for additional increase.

101-266 Legal & Contracted Services: 101-266-800.00 Contracted Services EDC - \$45,000; 101-266-810.00 Legal Fees - \$70,000; 101-266-815.00 Auditors - \$32,500; 101-266-815.10 MGT – Cost Allocation Plan - \$6,000; 101-266-815.20 Admin Fees to Manistee County - \$14,000. Mitch to check with Manistee to see how much of a reduction we will have since they no longer process District Court payroll or benefits.

101-286 Technology: Mitch says we should keep it where it is until the RFQ comes back.

GL NUMBER DESCRIPTION

Dept 000

ESTIMATED REVENUES

535-000-665.00 INTEREST ON DEPOSITS
 535-000-667.20 MORTGAGES PAYMENTS
 535-000-687.00 REFUNDS/REBATES
 535-000-691.00 BUDGETED USE OF FUND BALANCE

TOTAL ESTIMATED REVENUES

APPROPRIATIONS

535-000-800.00 CONTRACTED SERVICES
 535-000-815.30 ADMINISTRATION FEES
 535-000-815.40 ADMINISTRATION FEES (NMHSA)
 535-000-957.00 MISCELLANEOUS-CDBG HSG GRANT

TOTAL APPROPRIATIONS

NET OF REVENUES/APPROPRIATIONS - 000-

ESTIMATED REVENUES - FUND 535

APPROPRIATIONS - FUND 535

NET OF REVENUES/APPROPRIATIONS - FUND 535

BEGINNING FUND BALANCE

ENDING FUND BALANCE

8,000	109	120	82	120	
63,775	20,509	4,200	27,088	6,000	
10,000	104	25,000	648	20,000	
81,775	20,722	29,320	27,818	26,120	
78,775		15,000	14,484	10,000	
2,000	855	2,000		2,000	
1,000		7,000	3,397	3,000	
		5,320	30	5,000	
81,775	855	29,320	17,911	20,000	
	19,867		9,907	6,120	
81,775	20,722	29,320	27,818	26,120	
81,775	855	29,320	17,911	20,000	
	19,867		9,907	6,120	
64,576	64,576	84,443	84,443	94,350	94,350
64,576	84,443	84,443	94,350	100,470	94,350

PERIOD ENDING 11/30/2017

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	BEG. BALANCE 10/01/2017 NORM (ABNORM)	ACTIVITY FOR MONTH 11/30/17 INCR (DECR)	YEAR-TO-DATE THRU 11/30/17 INCR (DECR)	END BALANCE 11/30/2017 NORM (ABNORM)	% BDCGT USED
Fund 535 - CDBG HOUSING GRANT FUND							
Assets							
Dept 000							
535-000-001.00	CASH CSB SAV 213		97,971.54	300.00	25,495.00	123,466.54	
535-000-001.03	CASH CSB CHKG 201 (AP)		0.00	0.00	0.00	0.00	
535-000-001.04	CASH CSB CHKG 220 (PR)		0.00	0.00	0.00	0.00	
535-000-040.00	ACCOUNT RECEIVABLE		0.00	0.00	0.00	0.00	
535-000-078.00	DUE FROM STATE OF MICHIGAN		0.00	0.00	0.00	0.00	
Total Dept 000			97,971.54	300.00	25,495.00	123,466.54	
TOTAL ASSETS			97,971.54	300.00	25,495.00	123,466.54	
Liabilities							
Dept 000							
535-000-202.00	ACCOUNTS PAYABLE		105.00	0.00	(105.00)	0.00	
535-000-232.00	DUE EMPLOYEES - ACCRUED WAGES		0.00	0.00	0.00	0.00	
Total Dept 000			105.00	0.00	(105.00)	0.00	
TOTAL LIABILITIES			105.00	0.00	(105.00)	0.00	
Fund Equity							
Dept 000							
535-000-390.00	FUND BALANCE		84,443.29	0.00	0.00	84,443.29	
Total Dept 000			84,443.29	0.00	0.00	84,443.29	
TOTAL FUND EQUITY			84,443.29	0.00	0.00	84,443.29	
Revenues							
Dept 000							
535-000-539.00	STATE GRANTS	0.00		0.00	0.00	0.00	0.00
535-000-665.00	INTEREST ON DEPOSITS	0.00		0.00	0.00	0.00	0.00
535-000-667.20	MORTGAGES PAYMENTS	0.00		300.00	25,600.00	25,600.00	100.00
535-000-687.00	REFUNDS/REBATES	0.00		0.00	0.00	0.00	0.00
535-000-691.00	BUDGETED USE OF FUND BALANCE	0.00		0.00	0.00	0.00	0.00
Total Dept 000		0.00		300.00	25,600.00	25,600.00	100.00
TOTAL REVENUES		0.00		300.00	25,600.00	25,600.00	100.00
Expenditures							
Dept 000							
535-000-800.00	CONTRACTED SERVICES	0.00		0.00	0.00	0.00	0.00
535-000-815.30	ADMINISTRATION FEES	0.00		0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	BEG. BALANCE 10/01/2017 NORM (ABNORM)	ACTIVITY FOR MONTH 11/30/17 INCR (DECR)	YEAR-TO-DATE THRU 11/30/17 INCR (DECR)	END BALANCE 11/30/2017 NORM (ABNORM)	% BDGT USED
Fund 535 - CDBG HOUSING GRANT FUND							
Expenditures							
535-000-815.40	ADMINISTRATION FEES (NMHSA)	0.00		0.00	0.00	0.00	0.00
535-000-957.00	MISCELLANEOUS-CDBG HSING GRANT	0.00		0.00	0.00	0.00	0.00
Total Dept 000		0.00		0.00	0.00	0.00	0.00
Dept 861-RETIREMENT							
535-861-724.00	RETIREMENT - COUNTY SHARE	0.00		0.00	0.00	0.00	0.00
Total Dept 861-RETIREMENT		0.00		0.00	0.00	0.00	0.00
Dept 862-SOCIAL SECURITY							
535-862-719.00	MEDICARE	0.00		0.00	0.00	0.00	0.00
535-862-725.01	F.I.C.A. - SOCIAL SECURITY	0.00		0.00	0.00	0.00	0.00
Total Dept 862-SOCIAL SECURITY		0.00		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00		0.00	0.00	0.00	0.00
Total Fund 535 - CDBG HOUSING GRANT FUND							
TOTAL ASSETS			97,971.54	300.00	25,495.00	123,466.54	
BEG. FUND BALANCE - 2016-17			84,443.29			84,443.29	
+ NET OF REVENUES/EXPENDITURES - 2016-17				300.00	25,600.00	13,423.25	100.00
= NET OF REVENUES & EXPENDITURES				13,723.25	39,023.25	25,600.00	
= ENDING FUND BALANCE			111,289.79	0.00	(105.00)	123,466.54	
+ LIABILITIES			105.00			0.00	
= TOTAL LIABILITIES AND FUND BALANCE			111,394.79	13,723.25	38,918.25	123,466.54	

Human Resources (HR) Report

**HR Committee
Meeting Notes
November 28, 2017**

The meeting was called to order by Commissioner Gary Sauer at 4:00 pm

Present: Gary Sauer (Chair), Art Jeannot and Evan Warsecke
Others Present: Dawn Olney, Mitch Deisch, Maridee Cutler, Kyle Rosa, Amy Bissell,
Michelle Thompson

The pledge of allegiance was given.

Agenda: Motion by Jeannot, seconded by Warsecke, to approve the agenda as amended, adding December HR meeting discussion under 9. Other. Ayes: All Nays: None Motion carried.

Minutes: Motion by Jeannot, seconded by Warsecke, to approve the October 24, 2017 minutes as presented. Ayes: All Nays: None Motion carried.

Motion by Jeannot, seconded by Warsecke, to approve the November 7, 2017 special meeting minutes as presented. Ayes: All Nays: None Motion carried.

Public Input - None

Mitch – Deputy County Administrator Wage discussion: Mitch stated that he and Maridee may have jumped the gun regarding the Budget Adjustment on October 3, 2017 regarding clerical wages being transferred to the Finance/IT Director. This should have come to the full board for approval. They will change it back to \$25,000 and \$8,000.

Mitch refers to the memo regarding the Deputy County Administrator & Part Time Clerk. They have chosen to go a different route to not fill the part time clerk; the deputy county administrator is doing 6-10 extra hours per week.

He stated that the DCA is doing more work – carrying a much greater workload.

He stated that it is appropriate to compensate her for that. He is asking for an additional \$3.00 per hour on an interim basis and would be an additional \$3,200.00 approximately.

Moving forward we need to compensate our employees.

It is your decision if you agree to interim wage.

Gary asked Maridee if she is salaried. No. We have a record of your time? Yes

Art stated that unlike the interim EMS, the additional tasks put on the DCA makes for a longer day but not more accountability in terms of outcome. You don't reward them with more pay, you put them in OT status and they acknowledged that they can handle that workload for a time or you bring in a temporary employee so you can cover those duties until you reorganize in the Spring. That is the reward.

Evan if you are asking someone to do extra work, but when you are forced to do OT and do your work the time and half isn't worth it, then it becomes more of a burden to work OT than have time off to be with your family and should be paid more.

Art, I agree, but if you can't manage that workload, then you bring in a temporary employee until you reorganize in the spring.

Mitch says I would agree if it was a straight clerical position.

Art says you can do away with a temp at any time at your discretion.

Gary, felt the same with the EMS director.

Art stated that he was asked to do a higher job and you should be rewarded more.

Mitch to Art, feels a temp agency would cost more.

Art's concern is that if we do this, we have set a precedence. A part time temp you can manage the hours a lot tighter rather than push the duties on to the DCA.

Evan regarding the setting the precedence, we should pay for the work they do; moving forward we should. Why not pay one of our own.

Gary stated he has a problem with this; understand she is doing more work and getting OT.

Mitch says we have no mechanism to establish how we compensate employees for the work that they do.

Motion by Warsecke, seconded by Jeannot, to recommend to the Board of Commissioners to accept Mitch's recommendation regarding the Deputy County Administrator's interim wage. Ayes: Warsecke and Sauer Nays: Jeannot Motion carried.

Undersheriff Rosa – Lieutenant – Operations discussion: U/S stated that this conversation began in June of this year; this position has been in the COAM contract as long as he has been employed here; this is not a new concept of having a Lieutenant. Union Contract says the Lieutenant position will be 12.5% over the Road Sergeant he supervises. Looking to change the classification of detective sergeant to a lieutenant of operations. They would like to offer \$1,000 over the Road Sergeant wage. Three party Letter of Understanding; asking to remove one Sergeant Position and add Lieutenant Position to the Employee Roster.

Art asks about the LOU – expiration date September 30 ____ -- U/S Rosa says 2018.

Art also asked about #2 of the LOU reference the \$1,000 and 12.5% wage differential.

Motion by Sauer, seconded by Jeannot, to recommend to the Board of Commissioners to approve entering into a Letter of Understanding between Benzie County and Benzie County Sheriff and Command Officers Association of Michigan Road Command Unit regarding Lieutenant position, contingent upon legal review and to remove one Sergeant Position from the Employee Roster. Ayes: All Nays: None Motion carried.

Other:

December 2017 HR Meeting Discussion: Meeting is cancelled. Next meeting will be held in January 2018.

Motion by _____, seconded by _____, to adopt the HR Consent Calendar as follows:

- removed* 1. To accept Mitch's recommendation regarding the Deputy County Administrator's interim wage.
- removed* 2. To approve entering into a Letter of Understanding between Benzie County and Benzie County Sheriff and Command Officers Association of Michigan Road Command Unit regarding Lieutenant position, contingent upon legal review and to remove one Sergeant Position from the Employee Roster.

DRAFT

Public Input: None

5:06 p.m. All items on the agenda having been completed, the chair adjourns the meeting.

Dawn Olney
Benzie County Clerk

DRAFT

Memo To: Human Resource Committee
From: Mitchell D. Deisch, Administrator
Date: November 22, 2017
Subject: Deputy Administrator Pay Increase

October 20, 2017 was the last day for the PT payroll/AP clerical assistant working in the County Administrator Office. Since this date, Deputy Administrator Maridee Cutler has assumed the primary responsibilities of this position (Payroll and Accounts Payable) along with other regular responsibilities.

We discussed internally in our office whether or not we needed to fill this position permanently or temporarily, based upon the fact that we will be hiring/contracting with a Finance / IT Manager in the spring of 2018. With the upcoming Departmental change, the Deputy Administrators responsibilities will also be changing, thus rather than brining someone in and having to go through the lengthy training process, it seemed to make more sense for her to simply assume the additional responsibilities until the spring of 2018.

Accounts Payable and Payroll add a significant increase in her daily/weekly work load and thus I am recommending to the HR Committee that this position be compensated on an interim basis, until the hiring/contracting of the Finance/IT Manager is achieved.

Like we did with the Interim EMS Director pay, I would recommend that we add an additional line item on the Deputy Administrator's pay stub that identifies the interim pay. Based upon the amount of additional work, I believe it would be appropriate for this interim pay to be set at \$3.00 per hour, retroactive from the date the additional responsibilities started.

Attached is a spreadsheet that lays out the cost of the \$3.00 increase until April 2018. The additional cost is less than what is budgeted in the County Administrator's FY 17/18 budget for the PT employee.

Maridee Cutler - 10/23/17- 4/1/18
Hourly Rate

Pay period	Pay date	Hourly Rate	O/T Rate	Hours Worked	O/T Hours	Gross
10/22-11/4	11/10/2017	15.77	23.66	80	10	\$ 1,498.15
11/5-11/18	11/24/2017	15.77	23.66	80	10	\$ 1,498.15
11/19-12/2	12/8/2017	15.77	23.66	80	10	\$ 1,498.15
12/3-12/16	12/22/2017	15.77	23.66	80	10	\$ 1,498.15
12/17-12/30	1/5/2018	15.77	23.66	80	10	\$ 1,498.15
12/31-1/13	1/19/2018	15.77	23.66	80	10	\$ 1,498.15
1/14-1/27	2/2/2018	15.77	23.66	80	10	\$ 1,498.15
1/28-2/10	2/16/2018	15.77	23.66	80	10	\$ 1,498.15
2/11-2/24	3/2/2018	15.77	23.66	80	10	\$ 1,498.15
2/25-3/10	3/16/2017	15.77	23.66	80	10	\$ 1,498.15
3/11-3/24	3/30/2017	15.77	23.66	80	10	\$ 1,498.15
3/25-3/31	4/13/2017	15.77	23.66	40	5	\$ 749.08
				920	115	\$ 17,228.73

Assume \$3.00/hr for additional duties

Pay period	Pay date	Hourly Rate	O/T Rate	Hours Worked	O/T Hours	Gross
10/22-11/4	11/10/2017	18.77	28.16	80	10	\$ 1,783.15
11/5-11/18	11/24/2017	18.77	28.16	80	10	\$ 1,783.15
11/19-12/2	12/8/2017	18.77	28.16	80	10	\$ 1,783.15
12/3-12/16	12/22/2017	18.77	28.16	80	10	\$ 1,783.15
12/17-12/30	1/5/2018	18.77	28.16	80	10	\$ 1,783.15
12/31-1/13	1/19/2018	18.77	28.16	80	10	\$ 1,783.15
1/14-1/27	2/2/2018	18.77	28.16	80	10	\$ 1,783.15
1/28-2/10	2/16/2018	18.77	28.16	80	10	\$ 1,783.15
2/11-2/24	3/2/2018	18.77	28.16	80	10	\$ 1,783.15
2/25-3/10	3/16/2017	18.77	28.16	80	10	\$ 1,783.15
3/11-3/24	3/30/2017	18.77	28.16	80	10	\$ 1,783.15
3/25-3/31	4/13/2017	18.77	28.16	40	5	\$ 891.58
				920	115	\$ 20,506.23
				diff		\$ 3,277.50

Maridee Cutler

From: Lafkas, Sarah <sarah.lafkas@manpower.com>
Sent: Friday, December 01, 2017 4:02 PM
To: Maridee Cutler
Subject: Manpower service documents
Attachments: Benzie County Admin. 12-2017.pdf; General Business Credit Application.doc

Hi Maridee,

Thank you for contacting Manpower to inquire about help for your temporary staffing needs. I've attached a service agreement for the part-time administrative assistant position that we discussed, along with a general business credit application which is standard for any new or reactivating client. There is no obligation for reviewing (or even signing & returning) the documents. Please don't hesitate to let me know if you have any questions!

The mark-up for this position is 48%, which would translate to a bill rate of \$22.20/ hour for a pay rate of \$15.00 / hour. In addition to our associate's pay, the bill rate of \$22.20 includes Social Security, Federal and State withholding tax, workers' compensation, unemployment compensation, insurance, bonding, fringe benefits, and all payroll related costs. Any required drug screening and/or background check would be billed at cost; based on the type of services required the cost could range anywhere from \$3.00 - \$50.00+ per service.

I look forward to hearing back from you soon!

Thank you,



Sarah Lafkas, SHRM-CP
Staffing Specialist
502 W. 14th St.
Traverse City, MI 49684
231-947-3840 / 231-947-1318 (fax)
Sarah.lafkas@manpower.com
www.manpower.com



RATE & SERVICE CONFIRMATION LETTER

December 1, 2017
Benzie County - County Administrator's Office
448 Court Place
Beulah, MI, 49617

Dear Maridee,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Benzie County - County Administrator's Office, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason. In the event specific assignments require background checks, drug screening or other testing, you will reimburse us at the actual cost for the testing. You will also only request testing equivalent to what you would require of your own full-time employees in that respective position.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite. Because you control the facilities in which our associates work, it is agreed that you will be primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations, to the extent those laws apply to our associates working at your facilities. Manpower will, at your request, instruct our associates on general safety matters in accordance with information that you provide to us. Additionally, you also agree to document all hours worked, approve and submit *electronic timesheets or paper time sheets by exception*, to us in a timely manner. In the event there are substantial changes to the agreed assignment duties, you will notify us immediately.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period. Manpower will invoice you weekly. Payment will be due upon receipt of invoice. In the event there is a governmental mandated requirement to increase wages or employer payroll burdens, you agree to accept and remit payment for such additional costs incurred by us from the effective date to the expiration date of this agreement.

The term of this relationship will be six (6) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

Job Description	Location
Administrative Assistant for payroll, A/P, general clerical work	Benzie County Government Center

* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change. Manpower may choose not to provide an Assigned Employee or candidate for any reason.

As discussed, the following rates will apply:

Markup Percentage of Hourly Rate
48%

*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct

hiring conversion fee. Such conversion fee will be based upon and equivalent to the Permanent Placement fee of the placed Candidate's annual salary and will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

Time on Assignment	Prorated Fee Schedule
0 to 240 Hours	100% of Permanent Placement Fee
241 to 480 Hours	25% Discount from Permanent Placement Fee
481 to 720 Hours	50% Discount from Permanent Placement Fee
721 + Hours Until Day of Hire	75% Discount from Permanent Placement Fee

You also agree to pay a fee if you hire or retain a candidate, in any capacity, referred by Manpower within one (1) year after that candidate was presented to you, regardless of whether you learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of Compensation* paid by you:

Annualized Compensation	Fee Percentage
Below \$40,000	15%
\$40,000 - \$59,999	20%
\$60,000 - \$79,999	25%
\$80,000 and above	30%

*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

Finally, we will perform the following background checks and tests for temporary employees assigned to you:

Check or Test	Specific Requirements, If Any	Cost
Criminal Record Check	Upon client request	At Manpower cost
Driving Record Check	Upon client request	At Manpower cost
Drug Tests	Upon client request	At Manpower cost
Credit Check	Upon client request	At Manpower cost
Education Verification	Upon client request	At Manpower cost
Health Compliance	Upon client request	At Manpower cost
Other	Upon client request	At Manpower cost

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

Carol Ross

ManpowerGroup US Inc.
Branch Manager

ACKNOWLEDGED AND ACCEPTED:
Client
By:
Printed Name/Title:
Date:

November 14, 2017

LETTER OF UNDERSTANDING
BETWEEN
BENZIE COUNTY AND BENZIE COUNTY SHERIFF
AND COMMAND OFFICERS ASSOCIATION OF MICHIGAN ROAD COMMAND UNIT
REGARDING
LIEUTENANT POSITION

This Letter of Understanding is entered into this _____ day of _____, 2017,
between Benzie County and the Benzie County Sheriff (jointly, the Employer) and Command Officers
Association of Michigan (Union).

WHEREAS, there is a collective bargaining agreement between the parties with a term of Oct 1, 2016,
through September 30, 2016; and

WHEREAS, the parties desire to amend Section 24.1, Wages, Appendix A.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties to this Letter of Understanding hereby agree the position of Road Patrol
Lieutenant will be paid \$1000.00 more than the wage of Road Patrol Sergeant.
2. Effective 5/1/2011 the wage differential for command officers shall be 12.5% over the top
paid classification they supervise. If there is any increase in the salary rate of the top paid
classification, the command officer's compensation will be adjusted using the 12.5%
differential. The 12.5% wage differential will be waived between Road Patrol Sergeants and
Road Patrol Lieutenant.

COUNTY OF BENZIE

Cory Carland, Chair
Board of Commissioners

Ted Schendel, Sheriff

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN



Dan Kuhn, Business Agent

Committee Appointments

November 16, 2017

To whom this may concern,

I would like to first and foremost, thank you for the opportunity to serve as the Basic EMT representative on the committee, and as the secretary for the committee. It is at this time that I regret to inform you that I need to resign from the Benzie County EMS Advisory as a representative, along with being the secretary for the advisory committee.

I will continue my clerical duties for the department of Benzie County EMS and will continue to fulfill my duties as assigned by the director of Benzie County EMS.

Sincerely,

A handwritten signature in black ink, appearing to read 'Catrina L. Stachnik', with a long horizontal flourish extending to the right.

Catrina L. Stachnik

RECEIVED

NOV 20 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Village of Thompsonville
PO Box 184
14714 Lincoln Ave.
Thompsonville, MI 49683
231-378-2560
Fax: 231-378-2560
E-Mail: thompsonvillevillage@gmail.com

November 14, 2017

To Whom It May Concern:

This letter is to certify that at the Village of Thompsonville Regular Council Meeting held on November 13, 2017, the Council appointed James Franke as the Thompsonville Representative to the Benzie County ALS Advisory Committee. James will be attending the meetings and be keeping our council updated on the meetings. Should you have any questions, you may contact me at the above number. Thanks for your attention to this matter.

Sincerely,



Mary Wixson/ Village Clerk

RECEIVED

NOV 21 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Dawn Olney

BK-65

From: Mary Hoyt <mary@sleepingbearrealty.com>
Sent: Friday, November 17, 2017 8:48 PM
To: Dawn Olney
Cc: Thimble
Subject: Fwd: Benzie County Veteran Committee

Dawn, Phil has asked me to forward this request to you. Thanks, Mary Hoyt

Dear Dawn,

Please accept this email as my request to be appointed to the Benzie County VA Committee for the upcoming, 3 year term. I have enjoyed my current appointment and would look forward to continuing to serve.

I am happy to have a conversation if you have any questions.

Sincerely,

Phil

Philip A. Hoyt 231-218-9337 (text too) thimblefarmsllc@gmail.com
Benzonia Township

RECEIVED

NOV 21 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

15-132

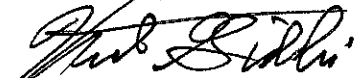
Dec 4, 2017

Dawn Olney
Benzie County Clerk
448 Court Place
Beulah, MI 49617

Ms. Olney,

Please consider this my application for reappointment to the Benzie County Veterans Affairs Committee. I believe my current term expires January 1, 2018. It has been a pleasure to serve on this committee and I would be honored to continue for another term.

Sincerely,


Kirt Giddis

RECEIVED

DEC 04 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ACTION ITEMS



Memorandum

To: Coury Carland, Chair Benzie County Board of Commissioners
From: Frank Post, Emergency Management Coordinator
Date: November 21, 2017
Subject: Mass Notification System Contract(s) Approval

There are 5 agreements with units of government or other entities for their portion of the cost of the mass notification system and an agreement with Onsolve (Parent Company of CodeRED).

If you will recall, at the October 10th, 2017 meeting, the Board of Commissioners approved entering into an agreement with CODE Red at an annual fee of \$6,000.00 to provide Mass Notification capability to Benzie County. Further, we would be sharing this cost with some of the local units. At the writing of this memorandum, we have a verbal agreement from;

- City of Frankfort,
- Village of Beulah
- Benzie-Leelanau Health Department
- Crystal Mountain, LLC
- Paul Oliver Memorial Hospital

The counties legal counsel provided me a generic agreement that I customized for each of the aforementioned entities. Each of the aforementioned entities is asked to pay \$500 annually for access to the system that they can use for notifications to their communities, employees, of other persons they would need to notify.

Again, the balance of funding would come from;

- Benzie County Office of Emergency Management would pay \$1,500.00,
- Benzie County Central Dispatch would pay \$1,500.00,
- Benzie County Emergency Medical Services would pay \$500.00

RECOMMENDATION

I recommend the Benzie County Board of Commissioners authorize the Chair to sign an agreement with Onsolve (Parent Company of CodeRED) of 780 West Granada Blvd. Ormond Beach, FL 32174 in the amount of \$6,000.

Further, I recommend the Benzie County Board of Commissioners authorize the Chair to sign agreements with the City of Frankfort, the Village of Beulah, Benzie-Leelanau Health Department, Crystal Mountain, LLC and Paul Oliver Memorial Hospital in the amount of \$500 each for access to the CodeRED system administered by Benzie County.

RECEIVED

NOV 21 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT which includes this Services Order and Exhibits A and B (collectively, the "Exhibits"), attached hereto (collectively, the "Agreement") is made as of the last date signed below on the Exhibits (the "Effective Date"). This Agreement sets forth the terms and conditions under which Provider (as defined below) will provide and Customer (as defined below) will receive access to the Notification Services (defined in Exhibit A).

SERVICES ORDER

Provider Information: ("Provider")	Provider Name: ONSOLVE, LLC Entity Type: Limited Liability Company State of Incorporation: Delaware Provider Address: 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Benzie County Entity Type: body politic State: Michigan
Customer Business Contact:	Contact/Title: Custer Carland/Chairman of the Benzie County Board of Commissioners Customer Address: 448 Court Place Beulah, MI 49617 Phone: 231-882-0567 Email: ccarland@benzieco.net
Customer Primary Contact:	Contact/Title: Frank Post/Emergency Management Coordinator Phone: 231-882-0567 Email: fpost@benzieco.net
EU or Swiss Personal Data (defined in Exhibit A)?	Will Customer transmit any EU or Swiss Personal Data to or through the Notification Services? Check one: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Customer must execute and comply with the Data Processing Addendum which will become part of this Agreement.

Payment Terms: Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above:

Customer Invoice Name:	BENZIE COUNTY OFFICE OF Emergency Management
Attention:	Frank Post
Address:	448 Court Place Room 134
City, State, Zip:	Beulah, MI 49617
Phone:	(231) 882-0567
Email:	fpost@benzieco.net

Preferred method of receiving invoices: ☐ Email ☐ US Mail

SUBSCRIPTION PERIOD: Three (3) Years

RENEWAL TERM: Three (3) Years

Item Description	QTY	Annual Price	Period	Total
Notification Services				
CodeRED® - Standard – System Minutes and SMS Texting Includes: <ul style="list-style-type: none"> • Unlimited Initiators • GIS (Target Recipients by Geographic Location): Benzie County, Michigan ("Notification Area") • Unlimited Customer Organizations • Unlimited Contact Groups • Access to Shared Telephony Port Pool • Launcher App (iPhone and Android) • Community Notification Enrollment Page (self-registration) • One (1) Annual Live Web-based Remote Training(s) • Unlimited Pre-recorded Web-based Remote Trainings • System Maintenance and Notification Services Upgrades • Initial Commercial Data Upload <p>Provider will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Provider undergoes periodic accuracy checks using Provider's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors.</p> <ul style="list-style-type: none"> • One (1) Annual Provider-Assisted Database Update for Customer data <p>It will be the sole responsibility of the Customer to provide data and request the Provider-Assisted Database Update. This update does not include any manual data entry (eg. editing excel spreadsheets).</p> <ul style="list-style-type: none"> • 500 System Minutes for Testing <p>System Minutes used for testing are deducted from the System Minute bank. Provided Customer supplies Provider with a credit form (available from Provider) within 60 days from the date the System Minutes were used for testing, Provider will credit the Customer's System Minute bank with such System Minutes. Provider has the final right, with reasonable discretion, to determine whether the used System Minutes qualify as testing System Minutes.</p>	1 Account	\$6,000.00	3 Years	\$ 18,000.00
CodeRED Weather Warning® <p>CodeRED Weather Warning® ("CRWW") is an add-on to CodeRED® that includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from System Minutes.</p>		Included	3 Years	Included
IPAWS Submission App: <p>The Integrated Public Alert Warning System ("IPAWS") Submission Application ("IPAWS App") is an add-on to CodeRED® that permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Customer-designated Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider to demonstrate Customer's compliance with FEMA. Customer authorizes Provider to use and keep such</p>		Included	3 Years	Included

information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from System Minutes.				
Banks System Minutes are not transferable and do not carry over.				
System Minutes for the Notification Services System Minutes will be re-set yearly to the Annual amount specified.	37,500		Annual	Included
SMS Texts for the Notification Services	Unlimited		Annual	Included
Transaction Fees*				
Additional System Minutes for the Notification Services In the event System Minutes are exhausted, Provider will immediately refill the System Minutes with a block of 3,750 System Minutes.	1 System Minute	\$0.40		As Needed
Additional Features (will not be prorated for any partial year)				
GIS Custom Map (to be provided by Customer, and hosted by Provider) GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services	1 Custom Map	\$2,500.00	Annual	Upon Request
Non-Recurring Services				
Setup Fee One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date	1 Hour	\$135.00		Waived for 60 Days
Additional Live Web-based Remote Trainings One (1) hour minimum	1 Hour	\$150.00		Upon Request
Onsite Training - US and Canada One (1) trainer, for up to eight (8) hours. Customer will pay for travel expenses in accordance with Exhibit A	1 Day	\$1,500.00		Upon Request
Additional Provider-Assisted Database Updates or Manual Data Entry One (1) hour minimum.	1 Hour	\$100.00		Upon Request
Professional Services - Requires a SOW				Upon Request
Total:				\$18,000.00
May be paid in annual installments of:				\$6,000.00

***Transaction Fees:**

- "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
- "SMS Text" means a short message service text having approximately (140) characters or less (may vary by carrier). SMS Texts are deducted per SMS message. Lengthy notifications that are broken into multiple SMS messages will incur multiple charges. Transaction Fee for Unlimited SMS Texts is \$0.09/SMS Text.
- CodeRED® Mobile Alert App, and Email Notifications will not be deducted from System Minutes.

ONSOLVE, LLC

Signed: _____

Printed Name: _____

Title: _____

Date: _____

BENZIE COUNTY, MICHIGAN

Signed: Custer Carland

Printed Name: Custer Carland

Title: Chair, Board of Commissioners

Date: December 5, 2017

EXHIBIT A - TERMS

1. Certain Definitions.

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2 "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law.

1.3 "Data Processing Addendum" means a data processing addendum in the form provided by Provider and executed by the Parties that is applicable to the processing of data under this Agreement.

1.4 "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written, as available in the Notification Services' resource library).

1.5 "Emergency" or "Emergencies" means any matter regarding immediate harm to life and/or property.

1.6 "EU or Swiss Personal Data" means Personal Data of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.

1.7 "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.

1.8 "Initiator" means an individual person or application capable of creating and issuing Notifications through the Services.

1.9 "Notifications" means messages issued by an Initiator through the Notification Services, whether or not responded to by Recipient.

1.10 "Notification Content" means all content, data, text, messages and other material contained in a Notification.

1.11 "Notification Services" means Provider's System-based, Internet-accessed notification services to set up and send Notifications, as listed on the Services Order.

1.12 "Recipient" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own user profile.

1.13 "Representatives" means Customer's employees and consultants and Customer's Affiliates and its employees.

1.14 "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national

id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.

1.15 "Services" means the Notification Services and related services provided by Provider under this Agreement.

1.16 "Services Order" means the order attached hereto.

1.17 "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.

1.18 "Subscription Fee" means the fees for access to and use of the Notification Services.

1.19 "Subscription Period" means the subscription period specified on the Services Order.

1.20 "System" means the software, hardware, and infrastructure collectively used by the Notification Services, which may include third-party components.

1.21 "Term" means the Subscription Period and all Renewal Terms.

1.22 "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.

1.23 "User(s)" is the collective term for Initiator(s) and Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2. SCOPE OF THE SERVICES.

2.1 **Notification Services.** Subject to the terms of this Agreement, Provider will provide Customer with access to use the Notification Services for communicating matters involving Emergencies and information of public interest and concern, and only in accordance with the Provider's Documentation. Only Customer and its Representatives may act as Initiators. All use of the Notification Services through Customer's account, whether by Customer or its Representatives or due to Customer or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and Customer shall be responsible for (i) all Fees accruing from the use of the Notification Services as described herein, and (ii) all actions made through its account as described herein. Customer may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access the Notification Services, whether as a service bureau or otherwise, or remove, alter or obscure any product identification, copyright or other notices. Customer agrees that all communications with Provider under this Agreement will be with the Customer only; Customer will be responsible for all contact with Affiliates covered by this Agreement.

2.2 **Support for the Notification Services.** Provider will provide to Customer the technical support, maintenance, and generally available updates for the Notification Services. Customer shall not contract with or otherwise allow a third party to provide assistance or

support for the Notification Services without the prior written consent of Provider.

2.3 Service Components. Customer shall not, and shall not allow or assist any other entity to, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Notification Services, or modify any component of the Notification Services, except to the extent (but only to such extent) that applicable law prohibits such restrictions.

2.4 Audit. During the Term of this Agreement and for a period of four (4) years thereafter, each party shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of each party's compliance (including any other persons or entities that are permitted to use or access the Notification Services) with this Agreement. Each party will, and shall cause its Representatives, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, the breaching party agrees to pay the non-breaching party the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

2.5 Professional Services. From time to time, Customer may engage Provider to provide certain professional services ("Professional Services"), such as marketing, implementations, software testing and custom modifications, related to Provider's Notification Services. Each such engagement of Professional Services will be described in a statement of work ("SOW") that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except that the terms of the SOW shall prevail over conflicting terms of this Agreement (but only with respect to such SOW) where the SOW explicitly identifies such conflicting terms and confirms the intent of the parties to supersede or modify the conflicting term of this Agreement.

3. FEES AND PAYMENT.

3.1 Fees and Expenses. Customer shall pay the Fees and expenses as set forth in the Services Order. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to Customer for any on-site work performed under this Agreement. If travel expenses are incurred, Provider will make reasonable efforts to hold travel costs to a minimum.

3.2 Payment and Taxes. Unless otherwise specified on the Services Order, Provider will invoice Customer for all Fees and reimbursable expenses incurred under this Agreement as set forth on the Services Order, and all invoiced amounts will be due and payable thirty (30) days after the date of the invoice. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of

days elapsed from the date due. All billing and payment will be in United States dollars only. All payments hereunder are exclusive of all taxes, and Customer agrees to pay any taxes, whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Services performed or technology provided hereunder, exclusive of taxes on Provider's net income.

4. TERM AND TERMINATION.

4.1 Term. Unless earlier terminated in accordance with the terms of this Agreement, this Agreement will commence on the Effective Date and continue until the end of the Subscription Period listed on the Services Order. This Agreement will automatically renew for successive Renewal Terms listed on the Services Order unless either party provides at least thirty (30) days' written notice (in accordance with the terms of this Agreement) that the Agreement will expire at the end of the Subscription Period or then-current Renewal Term. Renewal Terms shall be on the same terms and conditions as herein, except as otherwise specified on the Services Order.

4.2 Termination. If either party defaults in the performance of or compliance with any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3 Suspension. Provider may suspend the provision of the Notification Services to Customer under this Agreement: (a) effective immediately upon notice if Customer breaches any provision under Section 8. (Customer Restrictions); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice from Provider that payment is past due. Such suspension shall not otherwise modify or lengthen the Term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4 Effects of Termination. Upon termination or expiration of this Agreement, (i) Provider will upon written request of Customer, erase Customer data from the production servers controlled by Provider to provide the Notification Services; provided, however, that data from production servers is backed up nightly to back-up servers that automatically store such data for up to seven years after it is transferred to the back-up servers from the production servers, (ii) Customer will immediately pay to Provider all amounts due and payable prior to the date of such termination and, except in the event of termination by Customer due to breach by Provider, all unpaid Subscription Fees that would become due under the then-current Subscription Period or Renewal Term if such termination did not occur, (iii) Provider shall retain any Subscription Fees paid to date, except in the event of termination by Customer due to breach by Provider, wherein Provider will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions completed prior to the date of termination, which shall be

calculated based upon the Transaction Fees on the Services Order, (iv) Customer shall immediately cease all use of the Notification Services and return or destroy all copies, extracts, derivatives and reflections of the Notification Services, and upon Provider's request, provide a written notice signed by an executive officer authorized to bind Customer that certifies that Customer has fully complied with this clause, and (v) remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.4 (Audit), 3. (Fees and Payment), 4.4 (Effects of Termination), 5 (Ownership), 7 (Confidentiality and Data Security), 8.2 (Liability for Content), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive.

5. **OWNERSHIP.** All rights not expressly granted to Customer herein are expressly reserved by Provider. As between the parties, the Notification Services and the System are and will remain exclusive property of Provider and its licensors. Provider shall own any and all developments, inventions and work product created under any Professional Services. Notification Content shall be owned by Customer. Provider shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Notifications Services or System any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Notification Services or System. Users are subject to Provider's terms of service and privacy policy available on Provider's website.

6. **SYSTEM MONITORING.** Provider expressly reserves the right to monitor any and all use of the Notification Services. Provider may gather System data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Provider shall have no obligation to monitor the Notification Content, but reserves the right to monitor the Notification Services for purposes of verifying compliance with the terms of this Agreement.

7. **CONFIDENTIALITY AND DATA SECURITY.**

7.1 **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the System, or by any other media ("Confidential Information"). Any information related to the Notification Services or System shall be deemed to be the Confidential Information of Provider, and any Notification Content shall be deemed to be the Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for the purpose for which it was provided, restrict disclosure of Confidential Information solely to its employees and

contractors with a need to know, not disclose such Confidential Information to any other entities, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information.

7.2 **Data Restrictions. The terms of this Section apply notwithstanding anything else.**

(a) Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer, that Customer controls which data and content is input through the use of the Notification Services and which data is sent and to whom such data is sent, and that Provider has no obligation to monitor the content of any data or content. Customer shall be responsible for procuring any necessary consents and making any notifications under Applicable Law with respect to the provision of the data to Provider and the processing of such data by Provider through the Notification Services. Upon request of Provider, Customer will provide Provider with documentation to support such consent.

(b) Customer acknowledges and agrees that (i) Provider's System and Notification Services are not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data.

(c) Customer agrees that it shall not, under any circumstances, transmit or store any Sensitive Data to or through the Notification Services.

(d) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Notification Services unless Customer has executed the Data Processing Addendum with Provider, and in such case Customer shall fully comply with the Data Processing Addendum.

(e) Customer understands and agrees that private citizens and other persons may voluntarily contribute their contact information to Provider for use in the

Notification Services, and that certain individuals may designate that this data be transferred to Customer (such designated data, the "Resident Data"). Provider agrees that it will, upon termination of this Agreement and the request of Customer, provided all Fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to Customer at no charge. Customer acknowledges and agrees that, in addition to the Resident Data, Provider shall use its own commercially available data sources (the "Commercial Data") in the Notification Services and that such Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership of such Commercial Data to Customer. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors.

(f) Upon written request of Customer, Provider will erase Customer data from the production servers controlled by Provider to provide the Notification Services; provided, however, that Customer understands and agrees that data from production servers is backed up nightly to back-up servers that automatically store such data after it is transferred to the back-up servers from the production servers.

7.3 Hosted Security. Provider maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect Customer data and prevent unauthorized access in accordance with its then-current policies.

7.4 Data Processing Addendum. If executed by each party, each party shall comply with the Data Processing Addendum.

8. CUSTOMER RESTRICTIONS. This Section includes pass-through terms from certain Provider vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to Customer and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's suppliers which would impact all of Provider's customers; thus, in the event that Customer breaches any of such terms or conditions, Provider may suspend the provision of the Notification Services if, in Provider's reasonable determination, suspension is reasonably necessary to avoid liability or termination of a contract with one of Provider's suppliers.

8.1 Acceptable Use Policy. Customer shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. Customer shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

8.2 Liability for Content. Customer shall be responsible for, and under no circumstances will Provider or Provider's Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Notification Content, including any mistakes contained in the Notification Content or the use or subject matter of the Notification Content. Further, Customer is responsible for

any Notifications that are sent through its accounts (other than if caused by the System itself or breaches by Provider).

8.3 Security of Account. Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Notification Services. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

9. LIMITED WARRANTY AND DISCLAIMER. Provider warrants that: (a) the Notification Services will perform materially in accordance with its Documentation; and (b) Provider shall provide the Services in a professional and diligent manner. In the event the Notification Services fail to perform materially in accordance with its Documentation (a "Program Error"), Provider agrees, for the Term of this Agreement, to use commercially reasonable efforts to correct, cure or otherwise remedy, at Provider's option, such Program Error at Provider's sole expense, provided such Program Error was not caused due to Customer's failure to use the Notification Services in accordance with the terms of this Agreement. Customer agrees to cooperate and work closely with Provider in a prompt and reasonable manner in connection with Provider's correction efforts. Customer's sole remedy for any breach of warranty under this Section will be to have Provider use its commercially reasonable efforts to cure such breach as provided herein. If Provider fails to remedy the breach within one (1) month, Customer may terminate this Agreement and Provider will promptly refund any unused portions of prepaid Subscription Fees, if any (less any expenses for usage accrued prior to the date of termination). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SYSTEM WILL BE PROVIDED ERROR FREE OR WITHOUT INTERRUPTION, THAT ALL NOTIFICATIONS WILL BE DELIVERED, OR THAT THE NOTIFICATION SERVICES WILL WORK WITH, OR BE SUPPORTED WITH RESPECT TO, ALL PROTOCOLS, NETWORKS OR OPERATING SYSTEMS OR ENVIRONMENTS.

10. CHANGES TO THE NOTIFICATION SERVICES. Provider may modify or delete any features of the Notification Services in any manner that (i) does not have an adverse impact on the Notification Services or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Provider shall notify Customer at least fifteen (15) days in advance of such changes to the Notification Services under clause (ii) that have an adverse impact on the Notification Services.

11. INDEMNIFICATION.

11.1 **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless Customer and its employees (collectively, "Customer Indemnitees"), from and against any and all actions, claims or assertions brought against them by a third party ("Claims"), and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Liabilities") arising from any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Provider under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by Customer). The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Provider did not supply, (ii) that are combined with other products, processes or materials where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination, (iii) to the extent that Customer continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where Customer's use of the Notification Services or System is not strictly in accordance with this Agreement. In the event Provider believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Provider's reasonable efforts, terminate this Agreement and the rights granted herein and refund a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the System or Notification Services.

11.2 **Provider General Indemnification.** Provider will defend, indemnify, and hold harmless Customer Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any gross negligence or willful misconduct by Provider.

11.3 **Provider Data Security Indemnification.** Provider will defend, indemnify, and hold harmless Customer Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any breach of Section 7 (Confidentiality and Data Security) by Provider.

11.4 **Customer Indemnification.** Customer will defend, indemnify, and hold harmless Provider and Provider's Affiliates, licensors and suppliers (collectively, "Provider Indemnitees") from and against any and all Claims, and Liabilities in connection therewith arising from: (i) any gross negligence or willful misconduct by Customer; (ii) any

breach of Section 7 (Confidentiality and Data Security) by Customer, including any failure by Customer to procure appropriate consents or any use of the Notification Services to transmit or store any Sensitive Data; (iii) any breach of Section 8 (Customer Restrictions) by Customer; and/or (iv) Customer's and its Users' use of the Notification Services or any component thereof, including any Notification Content.

11.5 **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

12. LIMITATION OF LIABILITY.

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (CUSTOMER RESTRICTIONS), (I) NEITHER PARTY (OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS) WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT AS SET FORTH HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED (IN THE CASE OF PROVIDER LIABILITY) ANY FEES PAID BY CUSTOMER TO PROVIDER, OR (IN THE CASE OF CUSTOMER LIABILITY) ANY FEES PAID OR OWED BY CUSTOMER UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY UNDER SECTION 11.3 (PROVIDER DATA SECURITY INDEMNIFICATION) OR FOR ANY BREACH

OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) EXCEED THREE TIMES (3X) THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

13. GENERAL.

13.1 Export Compliance. The Notification Services, System, and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Notification Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

13.2 Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors; provided, however, that the foregoing shall not excuse any failure of Provider to maintain its redundant hosted sites, unless such event impacts all redundant site locations. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

13.3 General. Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees, whether in arbitration, a court of first jurisdiction and any courts of appeal.

13.4 Independent Contractors. Customer and Provider are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that it has the right, power or authority to bind, contract or commit the

other party or to create any obligation on behalf of the other party.

13.5 Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to the appropriate party listed below and, if not indicated, at the address set forth on the Services Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

To Provider:	
Provider:	ONSOLVE, LLC
Attention:	Legal Notices
Address:	780 W. Granada Boulevard
City, State, Zip:	Ormond Beach, FL 32174
Phone:	866-939-0911
Fax:	386-676-1127
To Customer:	
Customer:	See Customer Business Contact on Services Order
Attention:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

13.6 Publicity. Provider may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the parties. During the Term of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials relating to the Notification Services to simply identify Customer as a purchaser of the Services, provided however, that in the event Provider's purported use of Customer's name and/or logo includes more than just basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

13.7 U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13.8 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision

will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.

13.9 **Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

13.10 **Entire Agreement.** This Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter and shall take precedence over any conflicting terms in a purchase order and related documentation such as order acknowledgement forms. Only a further writing that is duly executed by both parties may modify this Agreement.

13.11 **Counterparts.** This Agreement may be executed in facsimile and in counterparts.

13.12 **Construction.** The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Customer agrees that this Agreement shall not be construed against Provider as the drafter, and that Customer has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

13.13 **Signatures.** Provider and Customer each represent and warrant that the individual signing on behalf of such party has full authority to cause such party to enter into and be bound by the terms of this Agreement and that the execution of this Agreement has been properly made in accordance with any applicable laws, ordinances, rules, regulations, and governing documents by which such party may be bound.

End Exhibit A

EXHIBIT B – ACCEPTABLE USE POLICY

1. General Terms.

1.1 All Notification Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Notification Content.

1.2 Customer shall be responsible for procuring any necessary consents with respect to the provision of any data transmitted through the Notification Services or System.

1.3 Customer shall use any data it uploads into the Notification Services in accordance with any and all restrictions applicable to such Data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Notification Services in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a User unless Customer has obtained such User's "opt-in" consent to receive pre-recorded, telephone and text Notifications using automated dialing equipment. The Services include a website that allows for Users to opt-in.

1.7 Customer must provide Users with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Provider's website includes a link to opt-out.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer will not send any Notification Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.10 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services; (ii) use the Notification Services in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Notification Content to be transmitted in the Notification Services which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.11 In the event the Notification Services include SMS Texts, Customer may send SMS Texts in text format only.

1.12 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.13 Customer acknowledges that Provider may block Notifications (eg. based on instructions from Users, carriers, aggregators, government agencies, etc.). In the event that Customer requests that Provider permit Notifications to go to any such blocked numbers, Customer shall indemnify and, at Provider's request, defend Provider with respect to any claim made by a third party with respect to such Notifications.

1.14 Commercial, landline data supplied by Provider for use in the Notification Services may be used for emergency Notifications and non-commercial, informational Notifications only.

2. Third Party Terms. Customer agrees to the terms set forth in documents found at the following links, as applicable:

- (i) Google's Legal Notices (http://maps.google.com/help/legalnotices_maps.html);
- (ii) Google's Acceptable Use Policy (AUP) (http://maps.google.com/help/legalnotices_maps.html);
- (iii) Google's Maps Terms (http://maps.google.com/help/terms_maps.html)
- (iv) Google's Maps and Earth Enterprise Universal Acceptable Use Policy (https://enterprise.google.com/maps/terms/universal_aup.html)
- (v) ESRI Terms (<http://www.esri.com/legal>)
- (vi) National Weather Service Disclaimer (<http://www.weather.gov/disclaimer>)
- (vii) Microsoft Services Agreement (<https://www.microsoft.com/en-us/servicesagreement>)
- (viii) Microsoft Translator Privacy Statement (<https://www.microsoft.com/EN-US/privacystatement/Translator/Default.aspx>)

End Exhibit B

This Agreement includes the Services Order and Exhibits A and B, attached hereto (and if applicable the Data Processing Addendum).

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

ONSOLVE, LLC

BENZIE COUNTY, MICHIGAN

Signed: _____

Signed: Custer Carland

Printed Name: _____

Printed Name: Custer Carland

Title: _____

Title: Chair, Board of Commissioners

Date: _____

Date: December 5, 2017

MASS NOTIFICATION SYSTEM CONTRACT

**between
BENZIE COUNTY
and
The City of Frankfort**

THIS CONTRACT is made between Benzie County, a Michigan public body corporate, with offices at 448 Court Place, Beulah, Michigan 49617 and the City of Frankfort, a Michigan public body corporate, with principal offices at 412 Main St., P.O. Box 351, Frankfort, MI 49635.

RECITALS

WHEREAS, Benzie County has established or intends to establish a Mass Notification System ("System") as a public warning system.

WHEREAS, The System benefits local communities by allowing the City of Frankfort to push notifications for such things as boil water orders, road closures, and water let runs to prevent pipes from freezing or other such notification the city sees fit to communicate to its residents.

WHEREAS, the City of Frankfort will benefit from having access to send alerts through the System.

WHEREAS, the City of Frankfort agrees contribute funds to Benzie County in return for access to the System.

WHEREAS, a contract by which Benzie County will provide access to the System to City of Frankfort is authorized by Public Act 35 of 1951, the Intergovernmental Contracts Between Municipal Corporations Act [MCL 124.1 et seq.]; and

NOW, THEREFORE, Benzie County and the City of Frankfort hereby agree as follows:

1. Provision of access to Mass Notification System; Commencement Date.

From and after the 1st day of January, 2018 ("Commencement Date"), in consideration of the terms set forth in this contract, Benzie County will provide means to the City of Frankfort to allow access to send alerts through the System.

2. City of Frankfort Contribution.

The City of Frankfort shall pay \$500.00 annually for its access to the Mass Notification System

3. Authority of Benzie County.

The parties acknowledge that the Mass Notification System is under the primary control of Benzie County, except as may be otherwise specifically provided in this contract.

4. Contract Term; Termination.

The initial term of this contract shall be for one (1) year. During that period, either side may elect to terminate the contract for cause upon six (6) months' notice prior to the beginning of the next calendar year which shall be from January 1st through December 31st. Cause shall be defined as including lack of payment and/or demonstrated financial inability to meet contract requirements.

Absent notice to the contrary given by either party as provided herein, this contract shall automatically renew for another year at the end of each year term.

Interpretation.

If any provision of this contract is determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this contract enforceable, such provision may be modified or severed by such court or administrative tribunal

or official having jurisdiction over this Contract and the interpretation thereof, so as to, as nearly as possible, carry out the intention of the two municipalities in this contract, considering the purpose of the entire contract as it relates to such provision.

6. Modifications/Changes.

Any modification to this contract must be in writing and signed by both parties.

7. Notices.

Any notice required or desired to be given by one party to the other under this contract shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the following:

For Benzie County:

Custer Carland, Chair

Benzie County

448 Court Place

Beulah, Michigan 49617

or to such other address as may from time to time be designated in writing by Benzie County.

For the City of Frankfort:

Authorized Representative

412 Main St., P.O. Box 351, Frankfort, MI 49635

or to such other address as may from time to time be designated in writing by the City of Frankfort.

8. Severability.

The invalidation of one or more terms of this Contract shall not affect the validity of the remaining terms.

9. Whole Agreement.

This written contract embodies the entire agreement between the parties hereto, and additions, deletions or modification hereto must be in writing and signed by both parties.

THIS CONTRACT is executed on behalf of Benzie County and City of Frankfort by their duly authorized representatives as set forth below.

CITY OF FRANKFORT

Dated: December __, 2017

Authorized Representative

Dated: December __, 2017

Clerk

BENZIE COUNTY

Dated: December 5, 2017

Custer Carland
Chair

Dated: December 5, 2017

Dawn Olney
Clerk

MASS NOTIFICATION SYSTEM CONTRACT

**between
BENZIE COUNTY
and
The Village of Beulah**

THIS CONTRACT is made between Benzie County, a Michigan public body corporate, with offices at 448 Court Place, Beulah, Michigan 49617 and the Village of Beulah, a Michigan public body corporate, with principal offices at 7228 Commercial St., (PO Box 326) Beulah, MI 49617.

RECITALS

WHEREAS, Benzie County has established or intends to establish a Mass Notification System ("System") as a public warning system.

WHEREAS, The System benefits local communities by allowing the Village of Beulah to push notifications for such things as boil water orders, road closures, and water let runs to prevent pipes from freezing or other such notification the village sees fit to communicate to its residents.

WHEREAS, the Village of Beulah will benefit from having access to send alerts through the System.

WHEREAS, the Village of Beulah agrees contribute funds to Benzie County in return for access to the System.

WHEREAS, a contract by which Benzie County will provide access to the System to Village of Beulah is authorized by Public Act 35 of 1951, the Intergovernmental Contracts Between Municipal Corporations Act [MCL 124.1 et seq.]; and

NOW, THEREFORE, Benzie County and the Village of Beulah hereby agree as follows:

1. Provision of access to Mass Notification System; Commencement Date.

From and after the 1st day of January, 2018 ("Commencement Date"), in consideration of the terms set forth in this contract, Benzie County will provide means to the Village of Beulah to allow access to send alerts through the System.

2. Village of Beulah Contribution.

The Village of Beulah shall pay \$500.00 annually for its access to the Mass Notification System

3. Authority of Benzie County.

The parties acknowledge that the Mass Notification System is under the primary control of Benzie County, except as may be otherwise specifically provided in this contract.

4. Contract Term; Termination.

The initial term of this contract shall be for one (1) year. During that period, either side may elect to terminate the contract for cause upon six (6) months' notice prior to the beginning of the next calendar year which shall be from January 1st through December 31st. Cause shall be defined as including lack of payment and/or demonstrated financial inability to meet contract requirements.

Absent notice to the contrary given by either party as provided herein, this contract shall automatically renew for another year at the end of each year term.

Interpretation.

If any provision of this contract is determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this contract enforceable, such provision may be modified or severed by such court or administrative tribunal

or official having jurisdiction over this Contract and the interpretation thereof, so as to, as nearly as possible, carry out the intention of the two municipalities in this contract, considering the purpose of the entire contract as it relates to such provision.

6. Modifications/Changes.

Any modification to this contract must be in writing and signed by both parties.

7. Notices.

Any notice required or desired to be given by one party to the other under this contract shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the following:

For Benzie County:

Custer Carland, Chair

Benzie County

448 Court Place

Beulah, Michigan 49617

or to such other address as may from time to time be designated in writing by Benzie County.

For the Village of Beulah:

Authorized Representative

7228 Commercial St., (PO Box 326) Beulah, MI 49617

or to such other address as may from time to time be designated in writing by the Village of Beulah.

8. Severability.

The invalidation of one or more terms of this Contract shall not affect the validity of the remaining terms.

9. Whole Agreement.

This written contract embodies the entire agreement between the parties hereto, and additions, deletions or modification hereto must be in writing and signed by both parties.

THIS CONTRACT is executed on behalf of Benzie County and Village of Beulah by their duly authorized representatives as set forth below.

VILLAGE OF BEULAH

Dated: December __, 2017

Authorized Representative

Dated: December __, 2017

Clerk

Dated: December 5, 2017

BENZIE COUNTY

Custer Carland
Chair

Dated: December 5, 2017

Dawn Olney
Clerk

MASS NOTIFICATION SYSTEM CONTRACT

**between
BENZIE COUNTY
and**

The Crystal Mountain Resort

THIS CONTRACT is made between Benzie County, a Michigan public body corporate, with offices at 448 Court Place, Beulah, Michigan 49617 and the Crystal Mountain Resort, a Michigan Corporation, with principal offices at 12500 Crystal Mountain Resort Dr, Thompsonville, MI 49683.

RECITALS

WHEREAS, Benzie County has established or intends to establish a Mass Notification System ("System") as a public warning system.

WHEREAS, The System benefits local communities by allowing the Crystal Mountain Resort to push notifications for such things as employee needs, building emergencies, community emergencies or other such notification the Crystal Mountain Resort sees fit to communicate.

WHEREAS, the Crystal Mountain Resort will benefit from having access to send alerts through the System.

WHEREAS, the Crystal Mountain Resort agrees contribute funds to Benzie County in return for access to the System.

WHEREAS, a contract by which Benzie County will provide access to the System to The Crystal Mountain Resort; and

NOW, THEREFORE, Benzie County and the Crystal Mountain Resort hereby agree as follows:

1. Provision of access to Mass Notification System; Commencement Date.

From and after the 1st day of January, 2018 ("Commencement Date"), in consideration of the terms set forth in this contract, Benzie County will provide means to the Crystal Mountain Resort to allow access to send alerts through the System.

2. The Crystal Mountain Resort Contribution.

The Crystal Mountain Resort shall pay \$500.00 annually for its access to the Mass Notification System

3. Authority of Benzie County.

The parties acknowledge that the Mass Notification System is under the primary control of Benzie County, except as may be otherwise specifically provided in this contract.

4. Contract Term; Termination.

The initial term of this contract shall be for one (1) year. During that period, either side may elect to terminate the contract for cause upon six (6) months' notice prior to the beginning of the next calendar year which shall be from January 1st through December 31st. Cause shall be defined as including lack of payment and/or demonstrated financial inability to meet contract requirements.

Absent notice to the contrary given by either party as provided herein, this contract shall automatically renew for another year at the end of each year term.

Interpretation.

If any provision of this contract is determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this contract enforceable, such provision may be modified or severed by such court or administrative tribunal

or official having jurisdiction over this Contract and the interpretation thereof, so as to, as nearly as possible, carry out the intention of the two municipalities in this contract, considering the purpose of the entire contract as it relates to such provision.

6. Modifications/Changes.

Any modification to this contract must be in writing and signed by both parties.

7. Notices.

Any notice required or desired to be given by one party to the other under this contract shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the following:

For Benzie County:

Custer Carland, Chair

Benzie County

448 Court Place

Beulah, Michigan 49617

or to such other address as may from time to time be designated in writing by Benzie County.

For the Crystal Mountain Resort:

Authorized Representative

12500 Crystal Mountain Resort Dr, Thompsonville, MI 49683

or to such other address as may from time to time be designated in writing by the Crystal Mountain Resort.

8. Severability.

The invalidation of one or more terms of this Contract shall not affect the validity of the remaining terms.

9. Whole Agreement.

This written contract embodies the entire agreement between the parties hereto, and additions, deletions or modification hereto must be in writing and signed by both parties.

THIS CONTRACT is executed on behalf of Benzie County and The Crystal Mountain Resort by their duly authorized representatives as set forth below.

CRYSTAL MOUNTAIN RESORT

Dated: December __, 2017

Authorized Representative

BENZIE COUNTY

Dated: December 5, 2017

Custer Carland
Chair

Dated: December 5, 2017

Dawn Olney
Clerk

MASS NOTIFICATION SYSTEM CONTRACT

**between
BENZIE COUNTY
and**

The Paul Oliver Memorial Hospital

THIS CONTRACT is made between Benzie County, a Michigan public body corporate, with offices at 448 Court Place, Beulah, Michigan 49617 and the Paul Oliver Memorial Hospital, a Michigan Corporation, with principal offices at 224 Park St. Frankfort, MI 49635.

RECITALS

WHEREAS, Benzie County has established or intends to establish a Mass Notification System ("System") as a public warning system.

WHEREAS, The System benefits local communities by allowing the Paul Oliver Memorial Hospital to push notifications for such things as employee needs, building emergencies, community emergencies or other such notification the Paul Oliver Memorial Hospital sees fit to communicate.

WHEREAS, the Paul Oliver Memorial Hospital will benefit from having access to send alerts through the System.

WHEREAS, the Paul Oliver Memorial Hospital agrees contribute funds to Benzie County in return for access to the System.

WHEREAS, a contract by which Benzie County will provide access to the System to Paul Oliver Memorial Hospital; and

NOW, THEREFORE, Benzie County and the Paul Oliver Memorial Hospital hereby agree as follows:

1. Provision of access to Mass Notification System; Commencement Date.

From and after the 1st day of January, 2018 ("Commencement Date"), in consideration of the terms set forth in this contract, Benzie County will provide means to the Paul Oliver Memorial Hospital to allow access to send alerts through the System.

2. Paul Oliver Memorial Hospital Contribution.

The Paul Oliver Memorial Hospital shall pay \$500.00 annually for its access to the Mass Notification System

3. Authority of Benzie County.

The parties acknowledge that the Mass Notification System is under the primary control of Benzie County, except as may be otherwise specifically provided in this contract.

4. Contract Term; Termination.

The initial term of this contract shall be for one (1) year. During that period, either side may elect to terminate the contract for cause upon six (6) months' notice prior to the beginning of the next calendar year which shall be from January 1st through December 31st. Cause shall be defined as including lack of payment and/or demonstrated financial inability to meet contract requirements.

Absent notice to the contrary given by either party as provided herein, this contract shall automatically renew for another year at the end of each year term.

Interpretation.

If any provision of this contract is determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this

contract enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Contract and the interpretation thereof, so as to, as nearly as possible, carry out the intention of the two municipalities in this contract, considering the purpose of the entire contract as it relates to such provision.

6. Modifications/Changes.

Any modification to this contract must be in writing and signed by both parties.

7. Notices.

Any notice required or desired to be given by one party to the other under this contract shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the following:

For Benzie County:

Custer Carland, Chair

Benzie County

448 Court Place

Beulah, Michigan 49617

or to such other address as may from time to time be designated in writing by Benzie County.

For the Paul Oliver Memorial Hospital:

Authorized Representative

224 Park St., Frankfort, MI 49635

or to such other address as may from time to time be designated in writing by the Paul Oliver Memorial Hospital.

8. Severability.

The invalidation of one or more terms of this Contract shall not affect the validity of the remaining terms.

9. Whole Agreement.

This written contract embodies the entire agreement between the parties hereto, and additions, deletions or modification hereto must be in writing and signed by both parties.

THIS CONTRACT is executed on behalf of Benzie County and Paul Oliver Memorial Hospital by their duly authorized representatives as set forth below.

PAUL OLIVER MEMORIAL HOSPITAL

Dated: December __, 2017

Authorized Representative

Dated: December 5, 2017

BENZIE COUNTY

Custer Carland
Chair

Dated: December 5, 2017

Dawn Olney
Clerk

MASS NOTIFICATION SYSTEM CONTRACT

between
BENZIE COUNTY
and

The Benzie-Leelanau Health Department

THIS CONTRACT is made between Benzie County, a Michigan public body corporate, with offices at 448 Court Place, Beulah, Michigan 49617 and the Benzie-Leelanau Health Department, a Michigan public body corporate, with principal offices at 6051 Frankfort Hwy. Ste 100 Benzonia, MI 49616.

RECITALS

WHEREAS, Benzie has established or intends to establish a Mass Notification System ("System") as a public warning system.

WHEREAS, The System benefits local communities by allowing the Benzie-Leelanau Health Department to push notifications for such things as boil water orders, or other such notification the Benzie-Leelanau Health Department sees fit to communicate to its residents.

WHEREAS, the Benzie-Leelanau Health Department will benefit from having access to send alerts through the System.

WHEREAS, the Benzie-Leelanau Health Department agrees contribute funds to County in return for access to the System.

WHEREAS, a contract by which Benzie will provide access to the System to Benzie-Leelanau Health Department is authorized by Public Act 35 of 1951, the Intergovernmental Contracts Between Municipal Corporations Act [MCL 124.1 et seq.]; and

NOW, THEREFORE, Benzie County and the Benzie-Leelanau Health Department hereby agree as follows:

1. Provision of access to Mass Notification System; Commencement Date.

From and after the 1st day of January, 2018 ("Commencement Date"), in consideration of the terms set forth in this contract, Benzie will provide means to the Benzie-Leelanau Health Department to allow access to send alerts through the System.

2. Benzie-Leelanau Health Department Contribution.

The Benzie-Leelanau Health Department shall pay \$500.00 annually for its access to the System

3. Authority of Benzie County.

The parties acknowledge that the Mass Notification System is under the primary control of Benzie County, except as may be otherwise specifically provided in this contract.

4. Contract Term; Termination.

The initial term of this contract shall be for one (1) year. During that period, either side may elect to terminate the contract for cause upon six (6) months' notice prior to the beginning of the next calendar year which shall be from January 1st through December 31st. Cause shall be defined as including lack of payment and/or demonstrated financial inability to meet contract requirements.

Absent notice to the contrary given by either party as provided herein, this contract shall automatically renew for another year at the end of each year term.

Interpretation.

If any provision of this contract is determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be

unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this contract enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Contract and the interpretation thereof, so as to, as nearly as possible, carry out the intention of the two municipalities in this contract, considering the purpose of the entire contract as it relates to such provision.

6. Modifications/Changes.

Any modification to this contract must be in writing and signed by both parties.

7. Notices.

Any notice required or desired to be given by one party to the other under this contract shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the following:

For Benzie County:

Custer Carland, Chair

Benzie County

448 Court Place

Beulah, Michigan 49617

or to such other address as may from time to time be designated in writing by Benzie County.

For the Benzie-Leelanau Health Department:

Authorized Representative

6051 Frankfort Hwy. Ste 100 Benzonia, MI 49616

or to such other address as may from time to time be designated in writing by the Benzie-Leelanau Health Department.

8. Severability.

The invalidation of one or more terms of this Contract shall not affect the validity of the remaining terms.

9. Whole Agreement.

This written contract embodies the entire agreement between the parties hereto, and additions, deletions or modification hereto must be in writing and signed by both parties.

THIS CONTRACT is executed on behalf of Benzie County and Benzie-Leelanau Health Department by their duly authorized representatives as set forth below.

Benzie-Leelanau Health Department

Dated: December __, 2017

Authorized Representative

Dated: December __, 2017

Clerk

Dated: December 5, 2017

BENZIE COUNTY

Custer Carland

Chair

Dated: December 5, 2017

Dawn Olney

Clerk

Memorandum

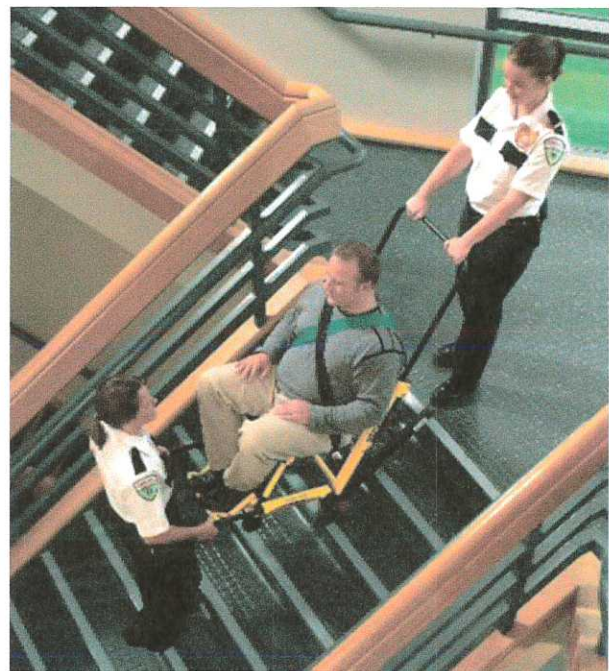
To: Coury Carland, Chair
Benzie County Board of Commissioners
From: Frank Post, Emergency Management Coordinator
Date: November 22, 2017
Subject: MMRMA Grant Application-Powered Stair Chair

This is an application to the Michigan Municipal Risk Management Authority (MMRMA) for a 50% reimbursement for the purchase powered "Stair Chair" one of the ambulances. By way of information, the grant period for this grant cycle for MMRMA RAP Grants closes on February 2nd, 2018.

POWERED STAIR CHAIR SYSTEM

In an effort to reduce the risk of injuries when taking patients up or down stairs or whenever a patient is in a small space not accessible by a stretcher.

We are responding to EMS emergencies as well as transfers to residences where the patient is non-ambulatory and needs to go up a flight or more of stairs. This cause's excess strain on our Paramedic or EMT's joints and back. This is not safe for them or the patient. A power stair chair, on the other hand, can greatly reduce the chance of back injury by moving the patient up the stairs under its own power only requiring the Paramedic or EMT to guide it up, and vice versa back down the stairs. This will minimize the possibility of patient drops.



COST

The MMRMA RAP Grant Guidance provides for a maximum of \$1,000 for "Non-Transport Lifting Devices and Stair Chairs". The cost of the powered "Stair Chair is \$5,750. Interim Director Jim Henderson has applied to the Father Lovett Foundation for \$500.00 towards its purchase. Some EMS excess property will be sold to pay for the balance of the unit.

RECOMMENDATION

I recommend that the Board of Commissioners approve the grant application to the MMRMA for \$1,000.00 to go toward the purchase of a powered "Stair Chair". and authorize the County Clerk to sign on the counties behalf.

If the grant is approved, this unit would be considered a single source purchase based the Benzie County Purchasing Policy.

RECEIVED

NOV 22 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

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

Project Name: Benzie County EMS Stair Chair

Applicant Member/Municipality: Benzie County

Department Involved: Benzie County Emergency Medical Services

Address: 448 Court Place Beulah, MI 49617

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): James Henderson

Phone: 231-325-0035

E-mail: jhenderson@benzieco.net

MMRMA Member Representative: Dawn Olney

Project Start: 4/1/18

Project End: 6/1/18

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

Benzie County Emergency Medical Services (EMS) operates a county owned, millage based Advanced Life Support (ALS) Ambulance System for the approximately 860 square miles that encompasses Benzie County. To accomplish this Benzie County EMS utilizes 4 ALS ambulances and 2 Echo (non-transport paramedic staffed vehicles).

We are proposing to purchase one "Stair Chair" In an effort to reduce the risk of injuries to patients and medical personnel when taking patients from confined spaces or on stairways. They are utilized whenever a patient is in a small space not accessible by a stretcher, or whenever a patient is up or down one or more flights of stairs. The stair chair is set on a smaller frame with wheels that allow it to be moved in and round tight spaces. When taking a patient down the stairs it has a set of tracks that fold out and gently allows the patient to be slid down the stairs. There are also handles that allow the patient to be carried by two or more providers when neither the wheels nor track system will work.

The reduction in spinal load helps prevent cumulative trauma injuries. This will minimizes the possibility of patient drops by supporting the patient and a system with better handling characteristics than trying to move a patient on a cot.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

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

Benzie County EMS has several paramedics that routinely suffer muscle pulls and strains lifting patients in tight quarters or down stairways. Many times the paramedic may lose a day or two of work recuperating from the injury.

We have had one significant Workers Compensation Claim where a paramedic injured their back lifting a patient. That paramedic's has had to have several hundreds of thousands of dollars of medical care, lost wages and a lost valuable employee. The cost of this claim is approaching \$1 million dollars.

We are also looking at this system to reduce the possibility of of patient drops by supporting the patient with an ergonomically more efficient system, thus reducing the potential for liability for further injuring a patient.

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

Our goals are to reduce the possibility of injury to patients when removing them from tight quarters, down stairs and prevent our paramedics suffering a debilitating injury.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

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 eliminate the possibility of catastrophic injury to paramedics and well as the reduce the frequency of back or muscle strains that plague our staff. This will in turn reduce our Workers Compensation claim experience and frequency of sick time or short term disability.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

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

Benzie County Emergency Medical Services

Additional Information:

We had evaluated the injuries that our paramedics have had over the past several years and the common denominator for these injuries has been the lifting of patients.

We have evaluated the "Stair Chair" system and have determined that it will significantly reduce the possibly of injury to our paramedics and patients alike.



RAP & CAP GRANT BUDGET WORKSHEET

Total Project Cost: \$ 5,750.00

Other sources contributing funds: (Please list below)

Organization:	Amount:
Benzie County Emergency Medical Services	4,750.00

Total from other source: \$ 4,750.00
(include grant money from other organizations)

RAP FUNDS REQUESTED: \$ 1,000.00

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:

Print Name (Member Representative): Dawn Olney

Title: Benzie County Clerk

Signature (Member Representative):

A handwritten signature in black ink that reads "Dawn Olney".

Date: 12/5/2017

Submit completed applications to: Cara Kowal, Manager of RM Services
Email: ckowal@mmrma.org
Fax: 734-513-0318
Mail: 14001 Merriman Road
Livonia, MI 48154



Memorandum

RECEIVED

OCT 31 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

To: Coury Carland, Chair-Benzie County Board of Commissioners
From: Frank Post, Director-Emergency Management
Date: October 31st, 2017
Subject: Tribal Allocation of 2% Funds Grant Applications

Attached are four (4) grant applications proposed for submission to the Grand Traverse Band of Ottawa and Chippewa Indians for their upcoming grant cycle that closes on December 31st, 2017. The Benzie County Office of Emergency Management generally writes and sponsors these applications which involve multijurisdictional applications. This prevents duplication or confusion as to what the grant may be covering.

FIRE EXTINGUISHER TRAINING EQUIPMENT

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

MECHANICAL CHEST COMPRESSION MACHINES FOR EMS UNITS

Benzie County Office of Emergency Management is sponsoring a request to purchase five (5) additional mechanical chest compression machines that will be supplied to all of the emergency medical first responder non-transport and two of the transport services in Benzie County. In the June 2016 2% Tribal Council Allocation Grants, you authorized partial funding for this project for \$29,180.00. The units cost \$15,400.00 each, we are proposing to deploy them to the first responder units that may reach individuals in "cardiac arrest" prior to an ambulance arrival and can begin the manual chest compressions. The total request for this application is \$77,000.

RESPIRATOR FIT TESTING EQUIPMENT

Benzie County Office of Emergency Management is sponsoring a county wide request to purchase a respirator fit tester for use of all of the fire services in Benzie County at a cost of \$13,090.00. As a part of that "Respiratory Protection Program" each firefighter must have their Self Contain Breathing Apparatus (SCBA) face piece fit tested on an annual basis.

POWERED VENTILATORS

Benzie County Office of Emergency Management is requesting a total of \$16,128.00 to purchase of two (2) positive pressure pneumatic ventilators for Benzie County Emergency Medical Services. These pneumatic ventilators will become standard equipment on our Advanced Life Support Units.

These projects were reviewed and approved by the Benzie County Local Planning Team (LPT) which are representatives of our emergency first responder community at their October 26th, 2017 meeting. The projects were unanimously endorsed by the LPT who requested they be forwarded to the Benzie County Board of Commissioners for their approval.

RECOMMENDATION

I recommend that the Benzie County Board of Commissioners authorize the Benzie County Office of Emergency Management to submit the aforementioned applications to the Grand Traverse Band of Ottawa and Chippewa Indians and authorize the Chair of the Board of Commissioners to sign the same.

PLEASE NOTE:

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

- Page 1 of 4

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

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

Benzie County Office of Emergency Management is sponsoring a county wide request to purchase a respirator fit tester for use of all of the fire services in Benzie County at a cost of \$13,090.00. The participating fire departments include:

- Almira Township Fire and EMS Department – Chief Steve Adams
- Benzonia Township Fire Department – Chief Steve Adams
- Homestead Township Fire Department – Chief Tim Markey
- Inland Township Fire Department – Chief David Cutway
- Frankfort Fire Department – Chief Charles Thompson
- Thompsonville Fire Department – Chief Mike MacGirr

OSHA rule 29 CFR 1910.134 requires each fire department to have a “Respiratory Protection Program” with worksite-specific procedures. There are 2 parts to this “Respiratory Protection Program” and includes Annual Medical Evaluations as well as Face Piece Fit Testing. This application is an effort to deal with the Face Piece Fit Testing portion of the OSHA Regulation.

As a part of that “Respiratory Protection Program” each firefighter must have their Self Contain Breathing Apparatus (SCBA) face piece fit tested on an annual basis. Currently, Benzie County Fire Departments utilize a private firm that comes in on an annual basis and fit tests their firefighters. This costs them around \$25.00 each and includes approximately 100 firefighters at a cost of \$2,500 annually. If approved, this equipment will pay for itself in less than 6 years in cost savings to the fire departments.

This application was also presented to the Benzie County Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 26th, 2017 meeting.

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

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

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

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

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

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

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

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

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

1/30/2015	6/2015	\$6,940.21
1/30/2015	6/2015	\$1,460.00
1/28/2016	4/2016	\$11,630.00
1/28/2016	4/2016	\$5,800.00
1/28/2016	4/2016	\$5,500.00
6/30/2016	9/2016	\$29,180.00
7/15/2017	12/2017	\$6,000.00

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

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

_____ and amounts: _____

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

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

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

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

14. How will the success of the project be assessed (evaluation plan)? All face piece fit testing of firefighters will be done with this equipment, thus saving the fire departments significant funds that can be better used for providing fire service to their communities. .
15. If new staff is required, will preference be given to Native American applicants?
 X YES NO
16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Mi-OSHA Required Fit Testing System

Proposed Equipment Costs

ITEM	Number		Total Per Item
	Requested		
Base Unit	1	\$	9,295.00
MSA Facepiece Adapter Kit	1	\$	295.00
Scott Facepiece Adapter Kit	1	\$	215.00
Annual Calibration and Testing for 5 years	1	\$	3,285.00

PROJECT TOTAL \$ 13,090.00


Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

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

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

1. Allocation Cycle: May Submission Date – May 31st
 X November X Submission Date – November 30th

2. Name of Applicant: Benzie County Office of Emergency Management
 Address: 448 Court Place Room 134
Beulah, Michigan 49617
 Phone #: (231) 882-0567 Fax #: (231) 882-0568
 Authorized Signature: 
 Printed Name: Gary Sauer
 Title: Vice-Chair, Benzie County Board of Commissioners
 Contact person: Name: Frank Post
 Telephone #: (231) 882-0567 Fax #: (231) 882-0568

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

4. Fiscal Data: Amount Requested: \$ 9,900.00 Percent: 100 %
 Local Leveraging: \$ Percent: 0 %
 (Match)
 Total Budget: \$ 9,900.00 Percent: 100 %

5. Target Population: 22 Children 82 Adults 46 Elders
 (Indicate the 150 Total GTB member Community X Others
 number of GTB
 members)

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

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

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

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

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

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

This proposed fire extinguisher training system was presented to the Benzie County Firefighters/EMS Association and the Benzie County Fire Chiefs. Both organizations agree that it would be extremely beneficial to the Benzie County firefighting community and voted to endorse the proposed training at their October 17th, 2017 meeting. This application was also presented to the Benzie County Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 26th, 2017 meeting.

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

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

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

- (b) Recommendation from Parent Committee: _____ YES _____ NO
- (c) Describe parent involvement in project: _____
- (d) Does the school receive Title IX Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

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

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

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

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

Start Date	End Date	Amount
There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.		
<u>1/30/2015</u>	<u>6/2015</u>	<u>\$6,940.21</u>
<u>1/30/2015</u>	<u>6/2015</u>	<u>\$1,460.00</u>
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<u>1/28/2016</u>	<u>4/2016</u>	<u>\$5,800.00</u>
<u>1/28/2016</u>	<u>4/2016</u>	<u>\$5,500.00</u>
<u>6/30/2016</u>	<u>9/2016</u>	<u>\$29,180.00</u>
<u>7/15/2017</u>	<u>12/2017</u>	<u>\$6,000.00</u>

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

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

_____ - _____ and amounts: _____
 _____ - _____
 _____ - _____
 _____ - _____

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

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

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

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

14. How will the success of the project be assessed (evaluation plan)? The training requested as a part a strategy to better educate our personnel, firefighters, businesses and citizens to act or react to fire when it is small and controllable and; thus; making Benzie County a safer community.

15. If new staff is required, will preference be given to Native American applicants?
 X YES NO

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

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Fire Extinguisher Trainer

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

PROJECT TOTAL

\$ 9,895.00


Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

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

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

1. Allocation Cycle: May Submission Date – May 31st
 X November **X** Submission Date – November 30th

2. Name of Applicant: Benzie County Office of Emergency Management
 Address: 448 Court Place Room 134
Beulah, Michigan 49617
 Phone #: (231) 882-0567 Fax #: (231) 882-0568
 Authorized Signature: 
 Printed Name: Gary Sauer
 Title: Vice-Chair, Benzie County Board of Commissioners
 Contact person: Name: Frank Post
 Telephone #: (231) 882-0567 Fax #: (231) 882-0568

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

4. Fiscal Data: Amount Requested: \$ 77,000.00 Percent: 100 %
 Local Leveraging: \$ Percent: 0 %
 (Match)
 Total Budget: \$ 77,000.00 Percent: 100 %

5. Target Population: 22 Children 82 Adults 46 Elders
 (Indicate the 150 Total GTB member Community X Others
 number of GTB
 members)

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

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

Benzie County Office of Emergency Management is sponsoring a request to purchase an additional five (5) mechanical chest compression machines that will be supplied to all of the emergency first responder non-transport and two of the transport services in Benzie County. This is a follow up request for funding to complete our goal of all emergency first responder medical units in Benzie County with mechanical chest compression machines. If you will recall, the Grand Traverse Band of Ottawa and Chippewa Indians authorized \$29,180 in the grant cycle of January of 2016 that purchased three (3) of the units. The mechanical chest compression machines cost estimated at \$15,400.00 each (including spare battery and charging cord). We are proposing to deploy them to the first responder units that may reach individuals in "cardiac arrest" prior to an ambulances arrival and can begin the manual chest compressions.

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

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

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

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

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

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

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

This application was also presented to the Benzie County Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 26th, 2017 meeting.

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

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

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

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

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

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

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

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

Start Date	End Date	Amount
There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.		
1/30/2015	6/2015	\$6,940.21
1/30/2015	6/2015	\$1,460.00
1/28/2016	4/2016	\$11,630.00
1/28/2016	4/2016	\$5,800.00
1/28/2016	4/2016	\$5,500.00
6/30/2016	9/2016	\$29,180.00
7/15/2017	12/2017	\$6,000.00

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

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

_____ - _____ and amounts: _____
_____ - _____
_____ - _____
_____ - _____

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

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

The equipment is quite expensive and cannot be funded at one time. We had made application in 2016 and did receive that partial funding. We feel the project is so important that we want to see it through to its conclusion.

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

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

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

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

 X YES _____ NO

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

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Emergency Management Mechanical Chest Compression Units

Product Description	Number Requested	Cost Per Item	Total Per Item
Manual Chest Compression Machine	5	\$ 15,400.00	\$ 77,000.00
Manual Chest Compression Machine Battery-Rechargeable Lithium Polymer	5	\$ 676.78	Included
Manual Chest Compression Machine Power Supply Cord	5	\$ 340.86	Included
Estimated Shipping	1	\$ 185.00	Included
PROJECT TOTAL		\$	77,000.00

PLEASE NOTE:

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

- 4

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

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

Benzie County Emergency Management is requesting a total of \$16,128.00 to purchase of two (2) positive pressure pneumatic ventilators for Benzie County Emergency Medical Services. These pneumatic ventilators will become standard equipment on our Advanced Life Support Units.

The positive pressure ventilator provides timed cycle of pressure ventilations for patients who are not breathing on their own. The ventilator incorporates an ability to detect spontaneous breathing by a patient allowing the device to function in a "demand" mode. If breathing is inadequate the ventilator will assist the patients breathing with ventilations synchronized with any patient efforts (demand).

This equipment is extremely important with some of the long distance ambulance responses from locations in Benzie County to Munson Medical Center in Traverse City. With an ambulance staffed with 2 paramedics, there is no way to provide CPR, ventilations and drug therapy to a patient on a trip that can be upwards of 30 minutes. Currently, someone is dedicated to manually bagging the patient, full time during the transport. The positive pressure ventilator takes over the duty of keeping the patient breathing while the paramedic can focus on drug therapy or other patient needs.

This application was also presented to the Benzie County Local Planning Team, whom develop the emergency response strategies for identified hazards in Benzie County. They fully endorsed this request with a unanimous vote of all members present at their October 26th, 2017 meeting.

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

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

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

- (b) Recommendation from Parent Committee: _____ YES _____ NO
(c) Describe parent involvement in project: _____

- (d) Does the school receive Title IX Indian Education Funds? _____ YES _____ NO
If yes, how much: _____

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

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

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

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

Start Date	End Date	Amount
There were successful grant applications prior to the grants listed below, however, I was unable to locate the dates and amounts in the records I had available to me.		
1/30/2015	6/2015	\$6,940.21
1/30/2015	6/2015	\$1,460.00
1/28/2016	4/2016	\$11,630.00
1/28/2016	4/2016	\$5,800.00
1/28/2016	4/2016	\$5,500.00
6/30/2016	9/2016	\$29,180.00
7/15/2017	12/2017	\$6,000.00

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

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

_____ - _____ and amounts: _____

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

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

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

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

14. How will the success of the project be assessed (evaluation plan)? The equipment requested will increase the likelihood that a person will survive a respiratory arrest emergency in the long travel from Benzie County to our nearest trauma center.

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

☒ YES ☐ NO

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

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

BEFORE YOU MAIL, PLEASE REMEMBER TO:

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

Benzie County Emergency Medical Services

Proposed Powered Ventilator Equipment Costs

ITEM	Number		Total Per		Total Category Cost
	Requested	Item			
Pneupac ParaPAC Ventilator with integrated Alarms	2	\$ 7,760.00	\$	15,520.00	
Ventilator Transport Bag	2	\$ 245.00	\$	490.00	
Patient Circuit Kit with exhaust collect	2	\$ 35.00	\$	70.00	
Patient Circuit kit VentIPAC	2	\$ 24.00	\$	48.00	

PROJECT TOTAL \$ 16,128.00

Tribal Council Allocation of 2% Funds Application Form

PLEASE NOTE:

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

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

1. Allocation Cycle: _____ JUNE – New submission date, Postmarked by **MAY 31st**
 XX DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: Benzie County Veterans Affairs

Address: 448 Court Place

BEULAH Mi. 49617

Phone #: 231-882-9671

Fax #:

Printed Name: Coury C. Carland

- **Authorized Signature:** Antony Curless
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

Title: Chairman Benzie County Board of Commissioners

E-mail address:

Printed Name of contact person: Bob Roelofs

Telephone #: 231-645-1187

Fax #: 231-275-6361

E-mail address: roelofsbob@yahoo.com

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

_____ 501c3 applying through local unit of government (name): _____

4. Fiscal Data: Amount Requested: \$ 70,063.57 _____ Percent: 100 _____ %
Local Leveraging: \$ _____ Percent: _____ %
(Match)
Total Budget: \$ 70,063.57 _____ Percent: 100 _____ %

5. Target Population numbers: 3678__ Children 10,230__ Adults 3,617__ Elders
(Indicate the 252__ Total GTB member Community _____ Others
number of GTB
members)

6. Counties Impacted: xxx__ Antrim XXXX__ Benzie xx__ Charlevoix
XXX__ Grand TraverseXXX__ Leelanau XXX__ Manistee

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

In the final phase of construction the committee is dedicated to providing a place for fellowship. This being a pavilion which can be utilized with and by the entire community. The Benzie County Veterans Affairs Committee has committed to creating a Veteran's Memorial to honor all local Veterans. This Memorial is nearing completion. The purpose of this grant request is to seek funding to construct a pavilion adjacent to the Veterans Memorial. The pavilion will widen the opportunities for people to congregate at this ceremonial site, and create a venue that school children can gather for educational purposes. These items needed to create a pavilion include building materials, concrete, brick pavers, picnic tables, benches, as well as lighting, electricity, and a possible water source. This pavilion will certainly add great value to the Veteran's Memorial already in progress

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

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

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

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

If yes, how much: _____

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

Start 2014 Completion 2018? _____

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

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

2015 _____ and still working _____ - _____ and amounts: \$20,000

_____ - _____ and amounts: _____

_____ - _____ and amounts: _____

11. Is the proposed project new _____ or a continuation project XXXXX _____?

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

With the onset of this project we had no idea if we could gather local support. It seemed as there was a lack of confidence. After the completion of the first phase, we and they were both overwhelmed. The committee started to hopefully finish phase one and only had a slim future vision. It's apparent that the need and fulfillment is not yet finished. The amazing support from the community and surrounding areas have spirited the request to move to the next phase

-
-
12. If the previous project has been completed, did you submit your 2% report? _____ YES XXX_ NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, your current application will not be considered! 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Does not apply
-

14. How will the success of the project be assessed (evaluation plan)? At the phase of the memorial today we feel we have touched a great resource of the community and surrounding areas. This project will live on, in the community for ever. We have targeted the local youth and local schools. Recently a local Scout successfully completed his Eagle Scout award at our memorial.. If nothing else, we have accomplished a goal. To engage youth, and we will continue to do so. _____
-

15. If new staff is required, will preference be given to Native American applicants?
XXX_ YES _____ NO

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

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:

- If for June cycle, postmarked by May 31st.
- If for December cycle, postmarked by November 30th.

Mail completed 2% applications to:

**Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

CORRESPONDENCE

RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

①

November 2, 2017

Lt. Dan Smith
Benzie County
505 S. Michigan Ave
Beulah, MI 49617

RE: RAP

Dear Lt. Smith,

In accord with your RAP application and documentation for your Jail Security project, I am pleased to enclose our payment in the amount of \$3,779.45.

I commend Benzie County and yourself for taking this risk management initiative.

Sincerely,



Cara Kowal, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Dawn Olney
MMRMA Risk Manager

Enclosure

RECEIVED

NOV 16 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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

Thursday, November 16, 2017 4:00 p.m.

**Benzie Community Resource Center
Ingemar Johansson Conference Room
6051 Frankfort Highway
Benzonia, Mi 49616**

2

The meeting was called to order at 4:02 p.m. by Melinda Lautner, Chairperson.

Those present when the meeting was called to order were:

Melinda Lautner, Chairperson, Leelanau County Board of Commissioners
Gary Sauer, V. Chairperson, Benzie County Board of Commissioners
Roger Griner, Benzie Board of Commissioners
Casey Noonan, Leelanau Board of Commissioners
Carolyn Rentenbach, Leelanau County Member at Large
Dr. George Ryckman, Benzie County Member at Large

Absent: none

Visitors in attendance were:

Orlando Todd, Director of Local Health Services

Pledge of Allegiance

Approval of Minutes

Motion by: Noonan to approve the Regular Board of Health Meeting minute of September 28, 2017, as presented.

Seconded by: Sauer

Voice vote: 6 yeas 0 nay 0 absent Motion carried

Approval of the Agenda

Motion by: Noonan to approve the agenda as amended.

Seconded by: Griner

Voice vote: 6 yeas 0 nay 0 absent Motion carried

Public Comment Period

Orlando Todd, Director of Local Health Services with the Michigan Department of Health and Human Services, presented Lisa with a Certificate of Accreditation. The Benzie-Leelanau District Health Department received 95% passing on their accreditation.

Health Officer Update – Lisa Peacock

1. Northern Michigan Public Health Alliance:

The Northern Michigan Public Health Alliance (NMPHA) steering committee continues to meet monthly to discuss and plan around emerging public health issues and strategies. Several workgroups are actively meeting to accomplish shared goals:

RECEIVED

NOV 29 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Uniform Planning & Practice Work Group

- Maternal and Child Health Committee

The Maternal and Child Health Committee has completed a community health needs assessment utilizing the Mobilizing for Action through Planning and Partnerships, providing a wealth of data. You may recall MDHHS allowed the Alliance health departments to work together on this project. Michelle Klein, Director of Personal Health Services at Benzie Leelanau District Health Department led the regional work on this project.

- Cross Jurisdictional Sharing (CJS) Implementation and Impact Project

The project, funded by the Robert Wood Johnson Foundation will be complete on November 15. It demonstrated time/cost savings and quality enhancements by conducting community health assessments across jurisdictions. Gianfranco Pezzino, MD and Patrick Libbey, Co-Directors of the Center for Sharing Public Health Services, have included the Alliance's outcome measures in their presentation at the American Public Health Association's conference this month.

Marketing Work Group

- Staffing Support

District Health Department #10 is dedicating part of its FY2018 Michigan Cross Jurisdictional Sharing grant to staffing support for the Marketing Work Group. Nicole Schaub, Community Health Planner, will be responsible for logistics, preparing agendas/meeting notes, and preparing or collecting discussion documents.

- Strategic Plan

I'm facilitating development of a Strategic Plan for the Marketing Work Group utilizing the Technology of Participation approach. They've met twice so far and have completed their Practical Vision, Underlying Contradictions, and Strategic Directions. At their November meeting, the Work Group will be creating their Focused Implementation Plan for 2018.

Hep A Prevention Tool Kit

PIOs from the Northern Michigan Public Health Emergency Preparedness Team created a tool kit of communications re Hep A prevention and shared it with District Health Departments #2, #4, and #10 to use in their jurisdictions.

Advocacy Work Group

The Health Department of Northwest Michigan is providing staffing support for the Advocacy/policy Work Group (no grant), which has been inactive. At the November Steering Committee meeting, Carrie Field, Community Health Coordinator, will review the current Advocacy Work Plan and facilitate discussion re changes/updates and next steps.

IT Work Group

The Health Department of Northwest Michigan is providing staffing support with funds from a FY 18 Michigan Cross Jurisdictional Sharing grant for the MyInsight implementation project.

2. Northern Michigan Public Health Emergency Preparedness Team Strategic Plan

Northern Michigan Public Health Emergency Preparedness Team (NMPHEP) is composed of Benzie Leelanau District Health Department, Grand Traverse County Health Department, and Health Department of Northwest Michigan. NMPHEP Team is a unique innovation that has been recognized with the National Association of County and City Health Officials' National Health Security Award and Michigan Department of Health and Human Services' (MDHHS) Director Award for Excellence in Local Public Health.

As the NMPHEP is about to begin another multi-year funding period from MDHHS, we asked Jane Sundmacher to facilitate development of a three-year Strategic Plan. In September and October, Health Officers, Directors, Supervisors, Emergency Preparedness Coordinators and Public Information Officers from the three jurisdictions

created the first sections of their Strategic Plan, with the MDHHS PHEP Manager and Regional Epidemiologist joining for the third section. I've summarized our work below:

1. *Practical Vision: What do we want to see in the NMPHEP Team in three years as a result of our own actions?*

- Zealously implemented training
- Strategically developed plans
- Clearly defined model structure
- Strategically prepared volunteers
- Deliberately engaged community partners
- Intentionally cultivated external communications
- Purposefully calculated finance model
- Widely embraced national priority of emergency preparedness
- Deliberately recruited closed points of dispensing (PODs)

2. *Underlying Contradictions: What is blocking us from achieving these results?*

- Unintentionally malfunctioning structure
- Inconsistently aligned agency capacity
- Insufficiently maintained community partnerships
- Unclear and undefined priorities
- Confusing and unclear government framework
- Insufficient and disjointed outreach
- Unconcerned ambivalent citizens
- Misaligned unconnected communication systems
- Insufficient undefined volunteer processes
- Incomplete budget planning
- Isolated and unconnected missing perspective

3. *Strategic Directions: What effective actions can we take to achieve our Practical Vision while addressing the Underlying Contradictions?*

- Reformulating transparent, accountable and efficient NMPHEP Team Structure
- Developing widespread outreach and communication
- Catalyzing capable, committed colleagues
- Launching NMPHEP internship program to leverage untapped and non-traditional resources

At an upcoming meeting next week we will finalize their Strategic Plan by completing detailed plans for each one of the Strategic Directions.

A report on the SIM (MDHHS State Innovation Model) was distributed to Board Members. A question was raised as to how many Benzie County residents have been helped with this program. Klein answered thru the Community Connections program from August to October, 39 referrals have been made. Klein will have a presentation at the next meeting to share the numbers, resource map and screening tool questions.

Personnel and Finance Committee Report

Accounts Payable

Motion by: Rentenbach to approve the accounts payable in the amount \$179,339.82

Seconded: Sauer

Voice vote: 6 yeas 0 nay 0 absent **Motion carried**

August 2017 - Financial Statements

Putney reported that the financial statements reflect where she sees the Health Department ending Fiscal Year 2016/2017; \$2,694 in the black. Stated that she is still in the process of closing out the fiscal year and final determination will be made once the audit is completed.

Motion by: Rentenbach approve the financial statements and place them on file.

Seconded: Noonan

Rentenbach congratulated Putney for a good job.

Voice vote: 6 yeas 0 nays 0 absent Motion carried

Discussion on Health Department Leased Space at Connie Binsfeld Resource Center

Putney reported that she has been in contact with the Montessori School and has given our attorney, James Young, a draft lease agreement to review. Working on some clarifications and hopes to bring a lease agreement with the Montessori School to the next meeting for approval. When asked about the recycling trailers, Putney stated that the Montessori School is in favor of keeping the recycling, but may be relocated to a different part of the parking lot.

Environmental Health (EH) Fee Increase

Fees are generally raised by a cost of living comparison. County appropriations money that goes into EH helps cover beach monitoring, rabies, EH communicable diseases and other non-permit programs that we do not receive funding from other sources. EH permit revenue does not cover 100% of the cost of doing the permit inspection. County appropriations are carefully utilized to fund programs and activities that are not covered by fees and where access to Medicaid match dollars can be maximized, often personal health programs. User fees for EH services such as permits help to fund ongoing and efficient EH services. Proposed fees are in line with other regions across the state.

Motion by: Rentenbach made a motion to increase the Environmental Health fees as outlined.

Seconded: Noonan

Discussion included:

Building/housing expenses are increasing. Last year's fiscal budget shows EH doing better than budgeted but still a large amount of local appropriation dollars are going into the program to cover costs. It is not ideal for large amounts of local dollars to fund EH programs because, then you would have all your county residents supporting a program used by a few. It is not feasible either to raise fees high enough for EH to support itself as fees would be astronomical.

Not all fees are being increased, only those mandated programs would be raised 2%.

Unfortunately, State mandated programs have long not received the required State 50/50 cost share. The current budget (2018 FY) did anticipate an increase in EH revenue which included a fee increase to help balance the budget.

As County Commissioners, we hear public complaints about increased fees.

Personal Health does not do a lot of cash transactions. PH fees for family planning and immunizations are adjusted for sliding fee scales as required by programs and we bill insurance for services.

Voice vote: The Chairperson declared "Motion fails 3 to 3"

Discontinuing Acceptance of Credit Cards as of January 1, 2018

Putney reported that history of credit card use by the Health Department clients and customers has been low. The Department is absorbing an increasing amount of credit card fees and the equipment is not reliable.

Motion by: Sauer to discontinue the acceptance of credit cards as of January 1, 2018.

Seconded: Griner

Voice vote: 6 yeas 0 nay 0 absent Motion carried

Staff Reports

Administrative- Dodie Putney

All staff meeting December 1 in Leelanau County at the Connie Binsfeld Building- the Board members are invited to stop by. Lunch will be at noon.

Environmental Health Director –Tom Fountain

Fountain updated the board on the status of Governor Snyder's state wide sanitary code. District 70 State Representative James Lowes will be sponsoring a bill, yet to be introduced. The issue continues to be newsworthy as a recent article (Nov. 13, 2017) in Bridge magazine speaks about human pathogens in Michigan's waterways. Fountain will be attending the 66th Annual Michigan On-site Waste Conference in January where he will participate in a group panel regarding the State-wide code.

A new sanitarian, replacing retiring Tom Rademacher, has been hired. Nicholas Dow will start employment on December 27, 2017. Mr. Dow will be relocating from Oakland County and will facilitate the food service program for the department.

The Northern Michigan Environmental Health Directors are sponsoring a legal training meeting to be held on December 12, 2017. The training is intended to educate sanitarians on legal aspects of the job. Three attorneys have agreed to participate including Tim Freel, Bryan Graban and Coleen Healy.

Medical waste inspections may become a health department function. MDHSS conducted a pilot program with several Michigan health departments. Facilities that operate medical waste are required to hold a license and be inspected once every three years. It is unknown how many facilities of this type are located in our two-county district.

Michigan Department of Agriculture and Rural Development has created a document regarding agriculture irrigation wells. The MALEHA Forum has concerns the guidance manual does not address the protection of groundwater. Many of these wells are connected to manure pits and/or liquid fertilizer tanks and pose a threat to groundwater without proper protective devices.

Personal Health – Michelle Klein

Staffing changes – Jan Frazee has retired. We are now partnering with Grand Traverse Health Department to share a Physician Assistant. Stacy Doebschlag will be here 2 days a month.

Work site wellness – grant program to help businesses assess employee health needs
- diabetes prevention program

Needs assessment identified one need is education/support for breastfeeding moms and increasing duration
March of Dime grant – SCRIPT program - smoking cessation program for pregnant women

Medical Director – Dr. Joshua Meyerson

Great American smoke out today – Public Health tries to change environment which will encourage people to change behavior by making better choices.

Vaccine preventable disease – Hep A outbreak alert in SE Michigan 16 counties- person to person transmitted. Those with increased risk are substance abuse, injectables, transient living, incarcerated. Call to vaccinate at risk groups and health care workers.

DTAP –adults need one – helps protect children from whooping cough

Flu vaccine - Norvo virus –

Shingles vaccine – Zostavax live virus. Risk of contracting shingles is reduce by 50%.

New vaccine Shindrix give to age 50+. Not live vaccine. Given in 2 doses. Risk of contracting is 90% reduction.

Public Comment Period

Board Comments

Adjourn

Motion by: Chairperson to adjourn

Seconded: Sauer

Voice vote: 6 yeas 0 nay absent Motion carried 6:03 p.m.

Melinda Lautner, Chair

Kristine Malkowski, Recording Secretary

The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at the Road Commission offices in Honor, Michigan on Thursday, October 26, 2017 at 9:30 AM.

Present:	Chairman Bob Rosa	Manager Skeels
	Vice Chair Phil Hoyt	Clerk Jordan
	Ted Mick, Member	
	Superintendent Schaub	

Motion by Comm Hoyt and supported by Comm Mick to approve the agenda as amended adding the Closed session minutes and an update on the non-conforming driveway on Pioneer Rd. Ayes: Rosa, Hoyt and Mick. Nays: none

The minutes of the 10/12/17 meeting were accepted as presented.

The minutes from the closed session on 10/12/17 were accepted as presented.

Motion by Comm Hoyt and supported by Comm Mick to pay bills # 44479 to # 44523 for the amount of \$214,096.99 and Payroll #20 for \$58,898.65. Ayes: Rosa, Hoyt and Mick. Nays: None. Motion carried.

Superintendent's report:

Standing Guest: Gary Sauer-County Commissioner - Brought the board up to date on issues at the county level.

Public Input: Mary Hoyt commented on the Industrial Park proposal at the Xpert Fulfillment building property.

Items Before the Board:

St. Ambrose non-conforming commercial driveway - Kirk Jones has had the driveway enhanced, but it does not conform to our commercial driveway specifications. Motion by Comm Hoyt and supported Comm Rosa to fix the driveway next spring and invoice Mr. Jones accordingly. Ayes: Rosa, Hoyt and Mick. Nays: None. Motion carried.

MDOT Amended Contract Resolution 2017-10 - Motion by Comm Hoyt and supported by Comm Mick to adopt Resolution 2017-10 State Trunkline Maintenance Amended Contract. Ayes: Rosa, Hoyt and Mick. Nays: None. Motion carried.

Policy #113 Township Payment Plan Policy - The policy was reviewed by the Board and changes will be made. Staff will present a revised policy at the November meeting.

Policy #110 Charges to Property Owners for Obstructions - Motion by Comm Hoyt and supported by Comm Mick to approve the revision of Policy #110. Ayes: Rosa, Hoyt and Mick. Nays: None. Motion carried.

Lake Township-Invoice dispute - The Ash Ave drainage project cost was over the estimate due to additional labor hours to dig around the buried utilities, which included a gas main. The extra amount charged to Lake Township was \$1,116.33. They have requested that we split the

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difference of the invoice. Initially, the total cost of the project was shared equally with the township. Motion by Comm Hoyt and supported by Comm Rosa to deny the request to share in the overage again. Ayes: Rosa, Hoyt and Mick. Nays: None. Motion carried.

Blue Cross Blue Shield Renewal - Motion by Comm Rosa and supported by Comm Hoyt to renew the health insurance policy and to require employee contributions for health care premiums to follow the PA 152 Hard Cap rule for 2017-2018 plan year. Ayes: Rosa, Hoyt and Mick. Nays: None. Motion carried.

Hazardous Waste Collection - Dave Schaffer, Benzie County Recycling Director was present to ask permission to use the Road Commission garage for a Hazardous Waste collection on August 4th or 11th. The Board was ok with it and will readdress it in May if necessary.

Correspondence/Information/Discussion:
Statistics from the 2017 paving program were shared.

Public Input: None

Closed Session-Motion by Comm Rosa and supported by Comm Mick to enter into closed session at 10:35 AM for the purpose of discussing union negotiations. Ayes: Rosa, Hoyt and Mick. Nays: None. Motion carried.

Reentered regular meeting at 11:25 AM

Meeting was adjourned at 11:26 AM.

Minutes approved on 11/09/2017.

Robert Rosa, Chairman

Kathleen A. Jordan, Clerk

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BENZIE COUNTY CLERK
BEULAH, MI 49617

BENZIE COUNTY VETERANS' AFFAIRS COMMITTEE
Meeting Minutes
Monday, October 2, 2017, 9:00am
Conference Room 206, Governmental Center, Beulah, Michigan

(4)

Committee members present: Tom Stobie, Bob Roelofs, Camp Bailey, Ed Kowalski, Kirt Giddis and Dale Ginzel (Secretary)
Absent: Phil Hoyt

A moment of silence was followed by the Pledge of Allegiance.

A motion was made by Tom and supported by Bob to approve agenda with following amendment: Add Democratic Party support to Benzie County Veterans Memorial in old business. Motion was approved unanimously.

A motion was made by Kirt and supported by Bob to approve September committee meeting minutes. Motion was approved unanimously.

Public Comment: None.

Outside Veterans Meetings: Grand Traverse / Leelanau / Benzie Counties Veterans Affairs meeting – Bob and Tom attended the September meeting. There are two candidates being considered for the Grand Traverse County

County Veterans Counselor Report: None

Financial input: Michelle Thompson suggested that a separate general ledger account be created for the Memorial Fund. She will discuss the feasibility and legality with auditor. The Veterans' Relief Fund (293) has an end balance of \$71,083.78. The Veterans' Trust Fund (294) End Balance is \$5,019.63. Memorial Fund (Fund 701) balance is \$3,645.31.

Old Business:

- a. Pavilion: Bob and Camp will obtain measurements of proposed pavilion area and get quotes from Honor Building and Supply for materials.
- b. Medals / Benzie Museum: Committee agreed it will assist Dr. Dee however it can regarding her relatives medals being displayed at the Benzie Museum.
- c. Financial support for Memorial: The Benzie County Democratic Party donated \$300 in support of the Memorial and also purchased a \$75 brick.

New Business:

- a. By-Laws review and discussion postponed until November committee meeting.
- b. Special recognition for Memorial donors – Kirt met with Swensons and they will send him an example of a plaque in order to recognize donors.

Mileage, bills and per diem requests:

- a. Ed made a motion and supported by Camp to approve mileage and per diem for September committee meeting. Roll call: Tom – yes, Ed – yes, Camp – yes, Dale – yes, Kirt – yes, Bob – yes

Meeting was adjourned at 10:10am

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BEULAH, MI 49617

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GRATIOT COUNTY, MICHIGAN

RESOLUTION # 225

A RESOLUTION IN SUPPORT OF CONTINUED FUNDING OF THE
GREAT LAKES RESTORATION INITIATIVE

WHEREAS, the Great Lakes are a critical resource for our nation, supporting the economy and a way of life in Michigan and the other seven states within the Great lakes region. The Great lakes hold 20 percent of the world's surface freshwater and 90 percent of the United States' surface freshwater. This globally significant resource provides drinking water for more than 30 million people and directly supports 1.5 million jobs, generating \$62 billion in wages; and

WHEREAS, the Great Lakes Restoration Initiative (GLRI) provides essential funding to restore and protect the Great lakes. This funding has supported long overdue efforts to clean up toxic pollution, reduce runoff from cities and farms, combat invasive species, and restore fish and wildlife habitat. Since 2010, the federal government has partnered with public and private entities and invested more than \$2 billion in over 2,900 projects throughout the region. Over its first six years, the GLRI has provided more than \$425 million for more than 500 projects in Michigan alone. The Brookings Institution has estimated that every dollar invested in the Great Lakes produces two dollars in long-term economic benefits; and

WHEREAS, GLRI projects are making a significant difference. They have restored more than 150,000 acres of fish and wildlife habitat, opened up fish access to more than 3,400 miles of rivers, helped implement conservation programs on more than 1 million acres of farmland, and accelerated the cleanup of toxic hotspots. In Michigan, GLRI funding has been instrumental in removing contaminated sediments from Muskegon Lake, the River Raisin, and the St. Mary's River; in restoring habitat along the St. Clair River, Cass River, Boardman River, and the Keweenaw Peninsula; and in the delisting of White Lake in Muskegon County and Deer Lake in the Upper Peninsula as areas of concern; and

WHEREAS, while a significant investment, past GLRI funding represents only a small portion of the amount needed to restore and protect the Great Lakes. Toxic algal blooms, beach closings, fish consumption advisories, and the presence of contaminated sediments continue to limit the recreational and commercial use of the Great Lakes;

WHEREAS, any cuts to GLRI funding would jeopardize the momentum from over a decade of unprecedented regional cooperation. Draft federal budgets have proposed a 97 percent reduction in GLRI funding. These cuts would be a short-sighted, short-term cost-saving measure with long-term implications. Restoration efforts will only become more expensive and more difficult if not addressed in the coming years; and

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BEULAH, MI 49617

WHEREAS, the importance of this resource in health and safety and economic benefits is such that protection of GLRI funding transcends politics and party affiliation.

NOW, THEREFORE, BE IT RESOLVED, that the Gratiot County Board of Commissioners support continued full federal funding and opposes slashing funding for the Great Lakes Restoration Initiative;

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the President of the United States, the President of the United States Senate, the Speaker of the United States House of Representatives, and the members of the Michigan congressional delegation, as well as the other 82 Michigan counties.


George Bailey, Chair
Gratiot County Board of Commissioners

11-7-17
Date.

CERTIFICATE

I, Angie Thompson, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Gratiot County Board of Commissioners, State of Michigan, at a meeting held on Tuesday, November 7, 2017, and that said meeting was conducted and public notice of said meeting was given as provided by law.





Angie Thompson, County Clerk