

# **BENZIE COUNTY BOARD OF COMMISSIONERS**

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448 COURT PLACE – BEULAH, MI 49617 – (231) 882-9671

[www.benzieco.net](http://www.benzieco.net)

## **MEETING AGENDA FEBRUARY 28, 2017**

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

4:00 p.m.    CALL TO ORDER  
                  ROLL CALL  
                  INVOCATION AND PLEDGE OF ALLEGIANCE  
                  APPROVAL OF AGENDA  
                  APPROVAL OF MINUTES – 2/14/2017  
                  PUBLIC INPUT  
                  ELECTED OFFICIALS & DEPT HEAD COMMENTS  
                  COMMISSIONER REPORTS  
                  COUNTY ADMINISTRATOR'S REPORT  
                  FINANCE – Approval of Bills; Consent Calendar; Audit Bid Tabulation &  
                  Recommendation  
                  HR and PERSONNEL  
                  COMMITTEE APPOINTMENTS  
                  ACTION ITEMS – Resolution 2017-005 CDBG Sleeping Bear Apiaries; Recycling  
                  Surcharge Appeal; Animal Control Millage Request; Amend BTA Articles of  
                  Incorporation; SWAC Electronics Collection Contract; SWAC HHW Collection  
                  Contract; Joint Court Action  
                  PRESENTATION OF CORRESPONDENCE  
                  NEW BUSINESS  
5:00           Tad Erickson, Networks Northwest - PASER  
5:15  
5:30  
  
                  PUBLIC COMMENT  
                  ADJOURNMENT

### **Times Subject to Change**

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

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

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

## PUBLIC INPUT

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

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

Group Presentations -- 15 minutes  
Individual Presentations -- 3 minutes

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

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

### Commissioner Contacts:

District I	– 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**  
**February 14, 2017**

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, February 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 Griner, to approve the agenda as presented. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke. Nays: None. Motion carried.

**Minutes:**

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

9:03 a.m. Public Input

Deb Lindgren, Joyfield Township, spoke regarding the Strategic Plan and some changes she feels should be made in the plan.

9:03 a.m. Public Input Closed

**ELECTED OFFICIALS & DEPT HEAD COMMENTS:**

Sheriff Schendel presented plaques to three individuals for going above and beyond for the benefit of others: Marine Deputy Dillon Rosa, Karen Mallon and Zachery Corey.

David Schaffer, Recycling Coordinator, reported that last month he spoke regarding some DEQ grant and they are official open; he will meet with the finance committee this afternoon because they do require a match of 25%.

Kyle Maurer, Animal Control Officer, stated that they have -0- dogs right now so they are having the kennels power washed and repainted; he working on getting a software program for their computers

Frank Post, Emergency Management, provided the November 2016 and January 2017 reports; the LEPC will meet on February 21.

Tom Longanbach, Equalization Director, stated the US Census Bureau is requesting information from the County to incorporate with the GIS – if there is no objection, he will proceed. No objection from the Board.

Craig Johnson, EMS, spoke regarding high performance CPR class and working together as a team; they are still having vehicle issues; they had 1925 transports in 2016 and 1710 in 2015; drug overdoses went down 160 down to 61; still having vehicle issues.

Comm Sauer stated even with increased volume, Thompsonville still is having issues; our license is for Benzie County itself; those other two townships are Manistee issues.

Mitch suggests to start the conversation with Manistee County and West Shore.

## COMMISSIONERS

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Comm Jeannot inquires re Almira Twp will contract out for their billing services – fire and EMS – to get better response on payment. Do we do that now? Yes, their use North Flight just like us.

Comm Griner stated that the Thompsonville ambulance – he appreciates what we do over there.

Community Paramedic Program – current BC and Priority Health are doing pilot programs around the state; they are working toward the fall of 2017 that Benzie EMS may have a program running.

Dick Bayer, Airport Manager, gave a report to the board and public present regarding the airport over the past few months.

Dawn Olney, County Clerk, updated those present regarding the new voting equipment that will be coming; we (County Clerk and Township Clerks) have seen two demonstrations and she has seen one software demonstration. There is a third company that will be scheduled before a decision will be made on which system to purchase.

10:00 a.m. – Opening of Audit Bids – three year bids were requested

Gabridge & Company \$27,600.00 per year for 3 years

Abraham & Gaffney \$27,900.00 for 2017; \$28,700.00 for 2018; \$29,500.00 for 2019

Anderson Tackman \$27,500.00 per year for 3 years

Bids will be turned over to the County Treasurer for review and final recommendation to the Board of Commissioners.

10:06 a.m. Break

10:15 a.m. Reconvene

10:15 a.m. Laura Galbraith, Venture North

Laura gave an annual report to the Board for 2016. In 2016 they loaned out a total of \$788,000 and created 37 new jobs; there is \$738,000 liquid to loan to Benzie County residents.

1<sup>st</sup> Public Hearing to Close Out the Loan with Sleeping Bear Apiaries

Motion by Griner, seconded by Walterhouse, to open the public hearing to close out the 2015 loan to Sleeping Bear Apiaries. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke. Nays: None Motion carried.

Laura stated regarding the project – this was a 2016 loan for \$205,000 to purchase equipment and inventory and needed to hire six new employees – they actually hired eight -- for 5 years.

Comm Jeannot asked how difficult it was to hire qualified work force.

Doug Coster, employee of Sleeping Bear Apiaries, stated that it is difficult to get a work force because of the housing in Benzie County.

Comm Carland is that a degree you can get from MSU or something. Doug not required for day to day operation. Have you been grappling with bee die offs? Yes we have; we have been able, through management, to cut the losses.

Comm Sauer asks about problems – bears are the biggest.

Comm Griner stated there seems to be more bears; Doug says he saw two this year.

Motion by Griner, seconded by Sauer, to close the Public Hearing. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke. Nays: None Motion carried.



## COMMISSIONERS

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2<sup>nd</sup> Public Hearing for new loan in the amount of \$70,000 to purchase equipment and inventory, hire two full-time positions; no displaced persons with this expansion; there is 15-day comment period; the public can go through the County Administrator's office to submit comments in writing by March 1, 2017 and technical assistance is available.

Motion by Walterhouse, seconded by Roelofs, to open the public hearing for a new 2017 loan to Sleeping Bear Apiaries. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Comm Carland asks that original loan was for production capacity – this is new equipment and inventory.

Comm Jeannot says this is a \$70,000 request? Yes

Mitch Deisch, County Administrator, how much honey does \$70,000 buy – it varies depending on the source.

Comm Carland asks if it is 3 pounds of honey to make mead – not really sure.

Motion by Jeannot, seconded by Sauer, to close the Public Hearing. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

10:39 a.m. Eric VanDussen, spoke regarding his pending lawsuit and stated they are having trouble getting all documents that were part of the settlement. He stated you need to continue with OMA and FOIA training; he stated that his FOIA appeal was filed due to no permissible reason to go into closed session; you voted to settle the lawsuit and provide certain records; he stated that he has received a 1099 for the settlement amount, but have never received the money; this needs to be handled now.

11:02 a.m. Sarah Lucas, Networks Northwest – Master Plan

Motion by Walterhouse, seconded by Carland, to approve resolution 2017-003 Asserting the Right to Approve or Reject the Benzie County Master Plan authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Walterhouse and Warsecke Nays: Jeannot, Roelofs and Sauer Motion carried.

Motion by Walterhouse, seconded by Carland, to approve resolution 2017-004 Adopting the Master Plan, authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Roelofs, Walterhouse and Warsecke Nays: Jeannot and Sauer Motion carried.

11:18 a.m. Break

11:23 a.m. Reconvene

## COMMISSIONER REPORTS

Comm Sauer stated that they had a good Maples workshop meeting; he attended the Village of Thompsonville, Blaine Township and Joyfield Township meetings; he also attended the Health Dept meeting and stated that the new construction is complete for the new dental offices and it is up and running.

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Comm Roelofs also commented on the Maples Ad Hoc committee success; he attended his first Domestic Violence Task Force meeting; met the new MSP trooper working out of the Honor Detachment; spoke regarding a new bill that would change the Grand Traverse Veterans Affairs from 3-5 members up to 5 – 7 members and allows a Commissioner to sit on that board as a voting member; Benzie County Veterans Affairs running as usual, Veterans Memorial is going well.

Comm Walterhouse stated that he attended a Land Bank meeting in Leelanau County; the Homestead Township board meeting on February 6. He provided the 911 Advisory Board members listing to the board as information only; will work with Senior Resources this afternoon in Finance regarding a millage for this year, Animal Control as well.

Comm Griner stated that he attended the Orchard and Vineyard show and submitted per diem and was told he needed board approval; the MAC EDC that he was authorized to attend has been dissolved and replaced by the MAC Ag & Tourism; he will be going to 5 or 6 meetings in Lansing for MAC Ag & Tourism and MAC Transportation – they will meet the same day, he asks to be authorized to attend these meetings.

Motion by Walterhouse, seconded by Jeannot, to authorize mileage to Roger Griner to attend meetings in Lansing for MAC Ag & Transportation and MAC Transportation.

Motion by Jeannot, seconded by Walterhouse, to amend to include per diem.

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

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

Comm Warsecke attended the Colfax and Inland Township meetings; Inland Township new fire department truck chassis is in and expect full truck to be delivered in May.

Comm Jeannot stated he attended the Domestic Violence Task Force on January 26; Lake Township on February 2; Northern Michigan Counties on February 6; Almira Township on February 13. He has a conflict with the ALES Board meetings and is seeking to move their meeting date.

Comm Carland says there are no new developments with the Building Authority; attended a Centra Wellness retreat in Manistee; Village of Benzonia hired Chad Marshall as a part time employee; Benzonia Township is considering a rental ordinance; Ed Hoogterp gave a presentation at the Benzonia Township meeting regarding the old Trapp Farm; Village of Beulah just held their Winterfest and it was well attended; he attended the 2% grant presentation last Friday and was well attended; Networks Northwest had their annual meeting with Council of Governments (COG) – he was elected Vice Chair of the COG.

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

- Manistee County is taking the Medical Examiner contract to the Board.
- Along with the two public hearings held today, we have to adopt a slew of new policies.
- The County Administrator's update will now be in the board packet.

## **COMMISSIONERS**

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### **FINANCE**

**Bills:** Motion by Griner, seconded by Warsecke, to approve payment of the bills from January 25, 2017 to February 14, 2017 in the amount of \$486,251.69, as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Michelle Thompson, County Treasurer, also gave an update of her department: held a show cause hearing for one year tax hardship deferrals; she attended the County Treasurer's conference in Lansing, as well as the Michigan Association of Land Banks meeting; Tax Foreclosure hearing for unpaid 2014 and prior taxes in today at 2:30 p.m.; they are gearing up for townships settlement of 2016 taxes which begins March 1; Land Bank meeting tomorrow at 8:30 a.m.

### **HR AND PERSONNEL**

**Consent Calendar:** Motion by Sauer, seconded by Warsecke, to adopt items 1 and 2 of the January 24, 2017 HR Consent Calendar as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

### **COMMITTEE APPOINTMENTS** – None

### **ACTION ITEMS**

**Strategic Plan:** Motion by Walterhouse, seconded by Griner, to adopt the 2017 Benzie County Board of Commissioners' Strategic Plan as amended, adding Farming Community under Stakeholders and strike "and agricultural lands" from the third goal on the last page.

Comm Jeannot calls for the question.

Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer and Warsecke Nays: Walterhouse Motion carried.

### **CORRESPONDENCE**

- Planning Commission minutes of January 19, 2017 received.
- Veterans Affairs minutes of December 5, 2016 and January 9, 2017 received.
- Road Commission minutes of January 12, 2017 received.
- Health Dept minutes of January 26, 2017 received.
- Bay County resolution regarding Medicare Prescription Drug Bill of 2003 received – information only.
- Michigan EDC regarding closeout of CDBG Grant # MSC-2011-0771-HOA received.

### **OLD BUSINESS – The Maples**

Comm Warsecke stated that he feels this is finished business – we need to move on and not put this on the agenda each meeting.

Comm Walterhouse stated he agrees.

Comm Jeannot says he respects that point of view, but if we have it on our agenda that lets the people know that we are out there; we don't need to belabor it every time.

Comm Warsecke says let's move on and get the people into the building and move forward.

Comm Jeannot says to the BA – between the BA and the DHHS there still needs to be a resolution – we are paying vendors for this project that is drawing out; perhaps we should stop paying until there is a resolution.

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Tom Longanbach, Chair of the BA, stated that two of the three that were paid last month are legal counsel and Stu Pettitt; Comstock's billing is for utility payments and anything that deals with maintenance of the new building.

Three letters are provided: Steve Girard email dated February 3, 2017; Jim Scott letter dated February 3, 2017; LARA information.

Comm Jeannot stated that we need to look at this more closely and nothing will sway me one way or the other right now; before we put a wrecking ball to that building, we need to have a discussion.

Mitch stated that he could ask Mr. Luedtke to get a more formal bid from Spence Brothers.

This board has made motions twice to move people into the Maples and it has not been done.

### NEW BUSINESS – None

12:56 p.m. Public Input

Tom Hart, DHHS Board Chair, says he is not greatly confident with how the State of Michigan works; his offer: will make a motion to have Kathy Dube move people into the facility if he receives confirmation of a waiver free status for the Maples from a CMS contact. If all falls and we need to replace the roof, he wants an independent review of costs of replacement including a work plan spelling out displacement of the residents, with dedicated funds to cover the potential cost of the roof replacement. The Maples didn't cause any of this. If he has confirmation of those items, he will make a motion to move in at the next DHHS meeting.

Steve Houghton, resident and taxpayer, says this building is safe and is waiver free; get them moved in if they refuse, take them to court or put the building up for sale; get this nightmare over.

Deb Lindgren, Joyfield Township, points to the A-Glance and asks about a breakdown for payment of commissioners; she asks that all Board of Commissioners talk about the committees they attend – not at length, but let us know something.

1:07 p.m. Public Input Closed

Motion by Walterhouse, seconded by Warsecke, to start the process for replacement of the DHHS Board. Roll call. Ayes: Walterhouse. Nays: Carland, Griner, Jeannot, Roelofs, Sauer and Warsecke. Nays: None. Motion denied.

Motion by Griner, seconded by Sauer, to adjourn until the February 28, 2017 Regular meeting or the call of the chair. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke. Nays: None. Motion carried.

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Coury Carland – Chair

Dawn Olney, Benzie County Clerk

### INDEX

1. Approved the agenda as presented.
2. Approved the regular session minutes of January 24, 2017 as corrected.

**COMMISSIONERS**

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**February 14, 2017**

3. Public hearing held to close out the 2015 loan to Sleeping Bear Apiaries.
4. Public hearing held for a new 2017 loan to Sleeping Bear Apiaries.
5. Approved resolution 2017-003 Asserting the Right to Approve or Reject the Benzie County Master Plan, authorizing the chairman to sign.
6. Approved resolution 2017-004 Adopting the Master Plan, authorizing the chairman to sign.
7. Authorized mileage and per diem to Roger Griner to attend meetings in Lansing for MAC Ag & Transportation and MAC Transportation.
8. Approved payment of the bills from January 25, 2017 to February 14, 2017 in the amount of \$486,251.69, as presented.
9. Adopted items 1 and 2 of the January 24, 2017 HR Consent Calendar as presented.
10. Adopted the 2017 Benzie County Board of Commissioners' Strategic Plan as amended, adding Farming Community under Stakeholders and strike "and agricultural lands" from the third goal on the last page.

**DRAFT**

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

1. That Frank Post be allowed to carry over 40 hours of vacation for 90 days.
2. To approve the County Administrator's three year contract as presented.

# Elected Officials and Department Head Comments

**BENZIE SENIOR RESOURCES  
BOARD OF DIRECTORS MEETING  
FEBRUARY 15, 2017  
THE GATHERING PLACE SENIOR CENTER, HONOR  
4:30 P.M.**

**Agenda**

Please turn off your cell phones and any other electronic devices

Call to Order  
Prayer of Invocation  
Pledge of Allegiance  
Roll Call

Approval of Agenda  
Approval of Minutes from the previous meeting – January 18, 2017  
Suggestion Box Contents  
Public Input (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)  
Finance Committee Report - Approval of BSR Financial Statements for January 2017

**Information Items**

- A. Presentation from Brand Tonic – Jennifer Lake & Shannon Beery
- B. Directors Report – January 2017/February 2017
- C. Program/Services Report – January 2017
- D. Senior Center Update – January 2017/February 2017
- E. Board of Commissioners Update
- F. Fundraising/Marketing Committee Update

**Action Items**

A.

**New Business**

- A. Senior Millage Information Update
- B. Community Presentations

**Old Business**

A.

**Public Comment**

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

**Board Round Table Discussion/Evaluation of Meeting**

A.

**Adjourn**

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

**NEXT MEETING**  
Wednesday, March 15, 2017 at 4:30 p.m.  
The Gathering Place Senior Center  
Honor, MI 49640

**RECEIVED**

**FEB 17 2017**

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617



**BENZIE SENIOR RESOURCES  
BOARD OF DIRECTORS MEETING  
JANUARY 18, 2017**

Chair Beverly Holbrook called the meeting to order at 4:30 pm. Prayer of invocation was given by Ron, and the Pledge of Allegiance was said by all.

Roll Call: Ann Dawe, Ron Dykstra, Beverly Holbrook, Ned Edwards, Rosemary Russell, Denise Favreau, Donna Malecki, Barbara Johnson, Kate Withington-Edwards, Nancy Mullen Call, Scott Harrison (on the phone), absent and excused are Jane Elzerman, and Julie Herrick. Also present are Sabra Boyle, Douglas Durand, and Frank Walterhouse.

**Approval of Agenda**

- Under action items add B. Combine Checking Accounts.
- Motion to approve the agenda with additions was made by Denise and seconded by Rosemary. Ayes being heard, the motion to approve the agenda was made.

**Minutes**

- A motion to approve the minutes of the previous meeting was made by Donna and seconded by Barbara. All ayes being heard, the motion was carried to approve the previous minutes.

**Public Input-**

- There was no public in attendance and the suggestion box was empty.

**Finance Committee**

Doug reviewed the financial report. We are at 25% of our budget. Revenues were up by 38% this was due to grants, one large award and several smaller. Quarterly review of revenue highlights show that we are at 42% of our grant awards of the budgeted year and we are at 46% of our budgeted fund raising revenues. The year end appeal has been successful, \$37,401.00 to date. Other positive revenue trends are an increase in waiver dollars for home delivered meals. Total expenses for December 2016 were down by 1.8% and quarterly we are down by 6.3%. This is mostly due to non filled employee positions and largely due to the quality of applicants. Some expenses that came in over budget were dues and subscriptions, fundraising and marketing, supplies, food, contractual expenses, utilities, equipment repairs, outdoor maintenance and HDM vehicle maintenance. Overall we ended December 2016 with a surplus of \$60,967.00. A motion to accept the finance committee report was made by Denise and seconded by Ron. All Ayes being heard the motion was carried.

**Information Items**

**A. Directors Report: December 2016/January 2017**

- A copy was submitted by Douglas Durand and received by the board. We have picked up our new Dodge Caravan. This was purchased with a grant and designated donation dollars.

- BACN Board of directors has approved the pilot program with BSR for 6 month trial. This is a Senior Food Box and 10 identified households will take part in this trial. BACN will provide the food and we will deliver it twice a month. It will include 3 day supplemental foods specifically for a senior healthy diet. Nutrition education provided by MI Extension program will be included to help seniors get the most out of their package. Because of the collaboration between BACN and BSR, a meeting was held with the President and Vice president of both boards to look at ways for both agencies to work together to meet the needs of Benzie seniors. A board resolution has been drafted, between BACN and BSR. This is specifically to address collaboration and future new programming. It is not a merger, but simply a way to meet needs without duplication of services and streamlining staff utilization. Please see action items.
- A new MMAP outreach program plan was submitted to the Area on Aging and approved. We received \$1000.00,
- We received a \$1000.00 grant from Delta Dental to assist an additional 6 persons with dental vouchers.
- Benzie Shores District library in Frankfort is reaching out to seniors with Dawn to establish a traveling library and a talking book program.
- Bob McQuilken has graciously offered his time for one year to assist with setting up a program regarding handyman services.

#### **B. Program Report for February 2016**

- Nutritional Programming
  - HDM (Home Delivered Meals) 4,252 meals were provided to 138 clients in December. This is an increase of 30% since 2014 and a 10% decrease since December of 2015.
  - Congregate Meals served 1,786 meals in December 2016. This is a 9% increase since 2014 and a 1% decrease when compared to December 2015.
  - Through the first quarter (October-December) we have served 325 additional meals than last year at this time..
- Other Services
  - Dining out increased by 38%
  - Homemaker Program: 336 service units were provided for December. That is up 38% when compared to December of 2015.
  - Guardian Medical Monitoring. We have 28 clients but the budget is set to pay for 30 clients a month.
  - Benzie Bus: 121 bus passes were given to clients
  - Information and assistance: there were 884 calls in December 2016.
  - Foot Clinic: 19 people were seen in December.
  - Estate Planning: 3 clients were seen in December.
  - Senior Dental Program: 3 clients received dental care in December.
  - The Gathering Place-Activities are up 34% when compared to December 2014 and 13% in December 2015. 497 people participated in the 15 core activities.

**C. Senior Center Coordinator's Report for January**

- We celebrated National Law Enforcement day and invited our local law enforcement agencies to stop by for lunch. We had five of Benzie County Sheriff's Department officers join us.
- We received gift cards to the Roadhouse Grill to share with our seniors, and we have been raffling these off. Each day we hand out tickets and call out the winner at about 12:30.
- Benzie Bucks auction was a huge success.

**D. County Commissioner update: Frank Walterhouse**

- \* Frank gave County Commissioners Meeting schedule to the board and a list of the 2017 Elected County Commissioners.
- \* There was some discussion as to the Maples and the problems with opening.
- \* Scott had some pointed questions for Frank related to the problems with opening and when the county and subcommittee will finally get the facility open. Scott offered to help, but stated a long term waiver is typically not a viable option.

**E. Fundraising/ Marketing**

**1. Fundraising**

Ned Edwards presented a review of fundraising.

The card sent out was wonderful. We have received 200 responses back with a total of \$37,401.00. This is down when compared to the combined contributions from both agencies last year, however, it should be noted that a large majority of our donors have continued with us this year. It cost us about \$500.00 to produce and send out the cards.

Other projects planned:

1. Locomotion/ Walk a Thon August 5th Carol Stack will help with advice on this
2. March for Meals
3. Newsletter

**2. Marketing Report**

Nancy M. Call

1. Brand Tonic continues and it is so exciting. They will be presenting to the Board at our 2/16/2017 meeting.

**Action Items**

**A. Board Resolution regarding BACN**

1. A handout with the resolution was given to the board. A motion to approve the resolution was made by Barbara and seconded by Denise. Roll Call: Ann Dawe yes, Ron Dykstra, yes, Beverly Holbrook, yes, Ned Edwards, yes, Rosemary Russell, yes, Denise Favreau, yes, Donna Malecki, yes, Barbara Johnson yes, Kate Withington-Edwards, yes, Nancy Mullen Call yes, Scott Harrison (on the phone), yes. The Motion was approved and the resolution was approved.

**B. Combined Checking Accounts**

1. Sabra presented to the board to combine the checking accounts from BCCOA and BHHS, into one account for BSR. A motion to approve a combined checking account was made by Ned and seconded by Nancy. Roll Call: Ann Dawe yes, Ron Dykstra, yes, Beverly Holbrook, yes, Ned Edwards, yes, Rosemary Russell, yes, Denise Favreau, yes, Donna Malecki, yes, Barbara Johnson yes,, Kate Withington-Edwards, yes, Nancy Mullen Call yes, Scott Harrison (on the phone),yes. The Motion was approved and the resolution to combine the two separate checking accounts into one checking account was approved and carried

**New Business**

- A. 2017 Benzie county Board of Commissioners Meetings schedule was given to the board and a list of the 2017 elected county officials.
- B. Friendly Visitors Volunteer Program BSR and Centra Wellness received a grant of \$6,600.00 to start the friendly visitor program. The Goal is to have 4 or 5 volunteers and up to 10 clients have visits in their homes.
- C. Review of Results of 2016 HDM client survey. Doug presented that a total of 106 surveys were sent out and 66 were returned.

**Results:**

- 1. 85% are over 70 years old, with the largest group being 80-89 years old and 1/5 of HDM clients are over 90.
- 2. 65% struggle financially and are food insecure without HDM program
- 3. 58% have been on the program over a year
- 4. 85% are receiving 2-3 meals a day from the program
- 5. 50% wait 2-3 hours before consuming their meals (due to the times delivered)
- 6. 25% HDM clients have problems chewing their meat due to loose fitting dentures or teeth
- 7. 90% reported the visits from the program provide peace of mind allowing them to stay in their homes along with the feeling of security and having healthier foods options.

**Old Business**

- A. 2017 Benchmarks

A copy of the benchmarks was provided to the board by Doug.

**ROUND TABLE DISCUSSION**

- 1. There was some round table discussion with Bev, Doug and Frank Walterhouse regarding how to form a Friends of Benzie Senior Resources, when the deadline is for getting on the ballot and how to proceed from here. Bev is contacting the County for further information.

2. Beverly shared a gracious thank you card for a HDM client
3. Scott shared some statements of enthusiasm for what we do at BSR.

## ADJOURNMENT

A Motion to adjourn the meeting made by Denise and seconded by Ned. The meeting was adjourned at 6:10 pm.

Respectfully Submitted,  
Rosemary Russell, RNC, DONA, LTC

Next Meeting  
Wednesday, February 16, 2017  
The Gathering Place  
Honor, Michigan 49640

# Benzie County Council on Aging, Inc.

## Executive Directors Report January 2017 – February 2017

➤ Benzie Senior Resources has been invited along with the staff of Area Agency on Aging of Northwest Michigan, Leelanau Senior Services, Grand Traverse Commission on Aging and Meals on Wheels to attend a meeting initiated by Grand Traverse Region Oral Health Coalition.

The purpose of the meeting is to discuss the oral health system as it relates to older adults in our communities. Our expected outcomes include:

- A shared understanding of the Grand Traverse Region Oral Health Coalition (GTROHC) and use of the Collective Impact Model
- An assessment of the current reality
- An expanded perspective of oral health issues facing older adults
- A shared awareness of our roles in change

This will give Benzie Senior Resources the opportunity to showcase our successful Senior Oral Healthcare Program. To date this program has processed 82 applications for assistance and provided just over \$21,000 in financial support. The majority of this funding has come from grants since 2014. The meeting is scheduled for Tuesday, February 14<sup>th</sup>.

➤ Colin Merry from the Record Patriot conducted an interview with me and this should be in the Record Patriot on Wednesday, February 15<sup>th</sup>. The focus of the interview was about the collaboration with BACN on the Senior Food Box Program. We also discussed the new program, Friendly Visitor Program and the grant from Delta Dental Foundation.

➤ I did a presentation on February 2<sup>nd</sup> at Lake Township Monthly Meeting regarding the merger, review of the agency programs and the 2016 Annual Report. Many positive comments were shared with me regarding the agency and the many services we provide.

➤ As part of the grant award from Rotary Charities we have purchased a flat screen TV and Blue Ray/DVD for training purposes for new employees, volunteers and ongoing staff trainings.

➤ Interviews have been completed to replace a contracted homemaker position. We should have a replacement homemaker by Monday, February 13<sup>th</sup>.

➤ Management Team has started the process for planning the Volunteer Recognition Event. The date will be Wednesday, May 10<sup>th</sup> at Trinity Lutheran Church in Frankfort. This will be an evening event. Dawn has graciously volunteered to be the Event's Chairperson.

➤ Bob McQuilkin is organizing a Volunteer Recruitment Drive with Benzie Senior Resources and is working on establishing a Volunteer Recruitment Network along the lines of a Volunteer Center with other non-profits such as the libraries, Paul Oliver Memorial Hospital, BACN, The Maples, Oliver Center for the Arts, Grow Benzie and Michigan Legacy Park.

## **Legislative Updates**

Governor Snyder has made it a priority to focus on Veterans and Seniors in his FY'2018 Proposed Budget!

For Veteran's he is proposing increased funding for Veteran Homes staffing and training for an additional \$3.6 Million.

For Seniors he is proposing to invest \$3.6 Million in efforts to eliminate waiting lists.

The Michigan Senior Advisory Council and the Silver Key Coalition will be advocating our legislators for a total \$4.5 Million increase.

With the Governor Snyder proposing an increase in funding, this does give us momentum on our side to "ASK" for an increase. It worked last year and hopefully it will work this year!

My Lansing visit on January 25, 2016 was successful. I had an at length meetings with both Senator Booher and Senator Schmidt. Both are supportive of senior programs through Aging and Adult Services Agency. Spent time with Representative Curt Vanderwall staff and have set up an appointment for February 22<sup>nd</sup>. I also meet with staff of new Representatives Daire Rendon and Michele Hoytenga.

## **Program Report for December 2016**

### **Nutritional Programs**

*In January 2017, we had 6 weather day closures as compared to 3 in January 2016. Overall the numbers are down at The Gathering Place related to the closures, but the average number of customers receiving a Congregate meal per day is up.*

### **Home Delivered Meals**

Home Delivered Meals – 3,248 meals were provided to 142 clients in January 2017. **This represents an increase of 15% as compared to January 2015 and a 3% increase as compared to January 2016.**

### **Congregate Meals**

The Gathering Place and Thompsonville served a total of 1,419 meals in January 2017. **This represents a 10% decrease as compared to January 2015 and a 2% decrease as compared to January 2016.**

***For year to date, we have served 377 additional meals than last year at this time.***

### **Other Programs/Services**

**Dining Out Program** – A total of 186 customers purchased 630 vouchers in January 2017. **This represents an increase of 126% as compared to January 2015 and a 42% increase as compared to January 2016.**

**Homemaker Program** – 368 service units were provided to 105 clients in January 2017. **This represents an increase of 59% as compared to January 2015 and a 37% increase as compared to January 2016.**

**Guardian Medical Monitoring** – 30 customers now receive this service at no cost to them. Budget is set to pay for 30 clients. The waiting list has increased to 7 individuals waiting to enroll in the program.

**Benzie Bus Punch Cards** – 127 bus passes were given to customers in January 2017. **This is an increase of 11% from last year at this time. A total of 1,524 rides were provided at no cost to the bus riders.**

**Information & Assistance** - The agency handled 1,160 calls in January 2017 regarding Information and Assistance for services and questions related to older adults. **This is an increase of 40% as compared to January 2016.**

**MMAAPS** – 6 individuals were provided 8.25 hours of service to assist them in their Medicare and Medicaid questions for January 2017.

**Hearing Clinic** – 2 individuals had a hearing evaluation completed in January 2017 at no cost to the client. Numbers down to cancellations that day due to the weather deteriorated throughout the day.

**Foot Care** – 13 individuals were provided foot care in January 2017.

**Estate Planning** – 4 individuals received estate consultation service in January 2017 at no cost.

**Benzie COA Senior Dental Program** – Three individuals signed up for the Dental Voucher in January 2017.

**Emergency Senior Essential Needs Fund** – No funds were distributed in January 2017.

**The Gathering Place Senior Center** – In January 2017, The Gathering Place Senior Center offered a total of fifteen core activities that 347 cumulative number of individuals participated in. The top 5 attended activities for January 2017 were Music Programs, Card Games, Exercise, Day Trips and Bingo. **The Gathering Place was closed 6 times in January due to the weather and another day due to the mandatory staff/volunteer training on the 16<sup>th</sup>. Last year TGP was closed only 3 days due to the weather. As compared to January 2015 the attendance was up 16% but was down 9% as compared to January 2016. For the year to date, the activity attendance is up 42% as compared to 2015 and up 18.5% as compared to 2016.**

Respectfully submitted,

*Douglas Durand*



**BENZIE SENIOR RESOURCES**  
**Statement of Financial Position**  
As of January 31, 2017

	<u>Jan 31, 17</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
001 - CENTRAL STATE BANK CHECKING	273,498.15
003 - CENTRAL STATE BANK HRA	471.73
005 - CSB - FUNDRAISING	2,417.99
006 - CENTRAL STATE BANK CD	13,217.64
007 - CSB - Checking	141,524.97
008 - SAVINGS - A. HOLLENBECK	<u>6,366.73</u>
Total Checking/Savings	437,497.21
Accounts Receivable	
1200 - Accounts Receivable	<u>(400.50)</u>
Total Accounts Receivable	(400.50)
Other Current Assets	
109 - INVENTORY	<u>6,946.65</u>
Total Other Current Assets	<u>6,946.65</u>
<b>Total Current Assets</b>	444,043.36
<b>Fixed Assets</b>	
150 - BUILDING	330,375.70
151 - VEHICLES	97,769.00
152 - EQUIPMENT	79,787.12
157 - LAND IMPROVEMENTS	1,800.00
159 - LAND	150,000.00
160 - ACCUMULATED DEPRECIATION	<u>(194,160.74)</u>
<b>Total Fixed Assets</b>	<u>465,571.08</u>
<b>TOTAL ASSETS</b>	<u><b>909,614.44</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 - Accounts Payable	<u>30,218.30</u>
Total Accounts Payable	30,218.30
Other Current Liabilities	
2100 - Payroll Liabilities	5,042.73
222 - MERS 457 PAYABLE	293.06
231 - WAGE GARNISHMENT	<u>71.15</u>
Total Other Current Liabilities	<u>5,406.94</u>
Total Current Liabilities	35,625.24
Long Term Liabilities	
260 - NET PENSION LIABILITY	410,473.00
250 - MORTGAGE PAYABLE	<u>145,667.15</u>
Total Long Term Liabilities	<u>556,140.15</u>
<b>Total Liabilities</b>	591,765.39

**BENZIE SENIOR RESOURCES**  
**Statement of Financial Position**  
As of January 31, 2017

<b>Equity</b>	
3000 • Opening Bal Equity	157,279.63
390 • FUND BALANCE - PROGRAMS	575,619.06
3900 • Retained Earnings	(524,982.49)
Net Income	109,932.85
Total Equity	<u>317,849.05</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>909,614.44</u></b>

**BENZIE SENIOR RESOURCES**  
**Statement of Financial Income and Expense - Monthly**

January 2017

	Jan 17	Budget	\$ Change
Ordinary Income/Expense			
Income			
519.03 - TITLE III C2 INCOME	6,723.67	6,724.00	(0.33)
519.04 - FEDERAL USDA	23,222.23	19,000.00	4,222.23
519.05 MIPPA (MMAF)	0.00	166.00	(166.00)
540 - GRANTS	20,290.00	6,500.00	13,790.00
561 - HDM Waiver	876.00	792.00	84.00
642 - CHARGES FOR SERVICES/CONT	2,285.50	2,395.00	(109.50)
642.01 - FEE FOR SERVICE/CHORE	0.00	0.00	0.00
642.02 - FEE FOR SERVICE/HOMEMAKER	2,576.00	1,725.00	851.00
642.03 - FEE FOR SERVICE/SNOW REMOVAL	2,530.00	3,000.00	(470.00)
642.04 - FEE FOR SERVICE-IN-HOME	5,857.60	5,583.00	274.60
670 - Client Income-AAA & NHC/Waiver & CM	8,354.18	10,167.00	(1,812.82)
673 - NEWSLETTER SUB	60.00	0.00	60.00
676 - DONATIONS	10,774.50	7,333.00	3,441.50
676 - MILLAGE	64,285.83	64,286.00	(0.17)
680 - VOLUNTEER WAGES (IN-KIND).	3,787.50	11,250.00	(7,462.50)
677 - Fundraising	5,781.70	5,000.00	781.70
681 - In-Kind (non-volunteer)	473.93	0.00	473.93
690 - Trip Income	500.00	2,843.00	(2,343.00)
691 - MISC INCOME	0.00	240.00	(240.00)
Total Income	158,378.54	147,004.00	11,374.54
Gross Profit	158,378.54	147,004.00	11,374.54
Expense			
700 - ACCOUNTING FEES	3,166.40	0.00	3,166.40
705 - SALARY AND WAGES	44,042.40	46,445.00	(2,402.60)
708 - PAYROLL TAX EXPENSE	5,788.38	4,154.00	1,634.38
709 - EDUCATION/TRAINING	(500.00)	0.00	(500.00)
710 - EVENTS	18.00	245.00	(227.00)
715 - CLOTHING ALLOWANCE	0.00	0.00	0.00
717 - DUES/SUBSCRIPTIONS	0.00	200.00	(200.00)
721 - COMPUTER EXPENSES	1,933.84	1,250.00	683.84
725 - FRINGE BENEFITS	10,301.59	11,222.00	(920.41)
726 - FUNDRAISING/MARKETING EXP	7,116.19	833.00	6,283.19
727 - SUPPLIES	1,680.04	2,132.00	(451.96)
727.2 - OFFICE EXP	895.35	750.00	145.35
727.3 - POSTAGE	45.20	165.00	(119.80)
727.4 - ADVERTISING	176.20	330.00	(153.80)
740 - FOOD	10,672.89	11,000.00	(327.11)
819 - CONTRACTUAL	25,158.09	27,416.00	(2,257.91)
820 - VOLUNTEER WAGES (IN-KIND)	3,787.50	11,250.00	(7,462.50)
825 - VOLUNTEER EXPENSES	707.83	1,080.00	(352.17)
850 - TELEPHONE	179.08	325.00	(145.92)
861 - TRAVEL/MILEAGE/GAS	2,517.63	1,630.00	887.63
900 - INTEREST EXPENSE	491.03	490.00	1.03
910 - INSURANCE	3,107.00	2,208.00	899.00
915 - PROJECTS	0.00	0.00	0.00
920 - UTILITIES	3,190.88	2,820.00	370.88
940 - DEPRECIATION EXPENSE	1,804.26	1,804.00	0.26
980 - EQUIPMENT/REPAIRS	1,017.02	1,165.00	(147.98)
980.1 - OUTDOOR MAINTENANCE	0.00	1,200.00	(1,200.00)
980.2 - INDOOR MAINTENANCE	115.00	0.00	115.00
981 - HDM VEHICLE MAINT/GAS	650.42	1,004.00	(353.58)
			0.00
Total Expense	128,062.22	131,098.00	(3,035.78)
Net Ordinary Income	30,316.32	15,906.00	14,410.32

**BENZIE SENIOR RESOURCES**  
**Statement of Financial Income and Expense - Monthly**  
January 2017

<b>Other Income/Expense</b>			
<b>Other Income</b>			
990 - INTEREST/DIVIDEND INCOME	14.44	25.00	(10.56)
999 - Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Other Income</b>	<u>14.44</u>	<u>25.00</u>	<u>(10.56)</u>
<b>Other Expense</b>			
999.1 - Other Expense	0.00	0.00	0.00
99999 - LEGAL EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Other Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Net Other Income</b>	<u>14.44</u>	<u>25.00</u>	<u>(10.56)</u>
<b>Net Income</b>	<u><u>30,330.76</u></u>	<u><u>15,931.00</u></u>	<u><u>14,399.76</u></u>

**BENZIE SENIOR RESOURCES**  
**Statement of Financial Income and Expense - YTD**

Oct 2016 - Jan 2017

	Oct-Dec 16	Budget	\$ Change
<b>Ordinary Income/Expense</b>			
Income			
519.03 - TITLE III C2 INCOME	26,894.68	26,906.00	(11.32)
519.04 - FEDERAL USDA	23,222.33	19,000.00	4,222.33
519.05 MIPPA (MMAF)	1,000.00	667.00	333.00
540 - GRANTS	74,875.00	26,000.00	48,875.00
561 - HDM Waiver	2,718.00	3,167.00	(449.00)
642 - CHARGES FOR SERVICES/CONT	10,132.50	9,780.00	352.50
642.01 - FEE FOR SERVICE/CHORE	(194.00)	0.00	(194.00)
642.02 - FEE FOR SERVICE/HOMEMAKER	8,732.00	6,904.00	1,828.00
642.03 - FEE FOR SERVICE/SNOW REMOVAL	11,660.00	15,500.00	(3,840.00)
642.04 - FEE FOR SERVICE-SS & Private Pay	17,984.00	22,332.00	(4,348.00)
670 - Client Income-AAA & NHC/Waiver & CM	30,180.33	40,667.00	(10,486.67)
673 - NEWSLETTER SUB	140.00	0.00	140.00
675 - DONATIONS	33,273.82	29,335.00	3,938.82
676 - MILLAGE	257,143.31	257,144.00	(0.69)
680 - VOLUNTEER WAGES (IN-KIND).	23,901.00	45,000.00	(21,099.00)
677 - Fundraising	41,601.16	27,901.00	13,700.16
681 - In-Kind (non-volunteer)	1,415.42	0.00	1,415.42
690 - Trip Income	2,165.00	11,372.00	(9,207.00)
691 - MISC INCOME	0.00	690.00	(690.00)
<b>Total Income</b>	<b>566,844.55</b>	<b>542,365.00</b>	<b>24,479.55</b>
<b>Gross Profit</b>	<b>566,844.55</b>	<b>542,365.00</b>	<b>24,479.55</b>
Expense			
700 - ACCOUNTING FEES	3,500.00	4,300.00	(800.00)
705 - SALARY AND WAGES	159,044.72	185,780.00	(26,735.28)
708 - PAYROLL TAX EXPENSE	16,292.82	16,816.00	(323.18)
709 - EDUCATION/TRAINING	4,295.00	5,000.00	(705.00)
710 - EVENTS	512.40	980.00	(467.60)
715 - CLOTHING ALLOWANCE	0.00	0.00	0.00
717 - DUES/SUBSCRIPTIONS	220.00	545.00	(325.00)
721 - COMPUTER EXPENSES	9,841.67	4,300.00	5,541.67
725 - FRINGE BENEFITS	32,385.69	43,888.00	(11,502.31)
726 - FUNDRAISING/MARKETING EXP	17,778.53	5,506.00	12,272.53
727 - SUPPLIES	7,481.74	8,532.00	(1,050.26)
727.2 - OFFICE EXP	2,792.71	3,000.00	(217.29)
727.3 - POSTAGE	844.59	1,183.00	(338.41)
727.4 - ADVERTISING	492.30	1,320.00	(827.70)
740 - FOOD	49,553.93	45,600.00	3,953.93
819 - CONTRACTUAL	71,225.60	70,215.00	1,010.60
820 - VOLUNTEER WAGES (IN-KIND)	23,901.00	41,000.00	(17,099.00)
825 - VOLUNTEER EXPENSES	2,604.93	2,990.00	(385.07)
850 - TELEPHONE	1,161.31	1,300.00	(138.69)
861 - TRAVEL/MILEAGE/GAS	7,946.25	7,145.00	801.25
900 - INTEREST EXPENSE	1,978.39	2,015.00	(36.61)
910 - INSURANCE	8,503.00	8,832.00	(329.00)
915 - PROJECTS	978.75	1,225.00	(246.25)
920 - UTILITIES	9,353.05	8,982.00	371.05
940 - DEPRECIATION EXPENSE	7,217.04	7,216.00	1.04
980 - EQUIPMENT/REPAIRS	16,990.32	4,666.00	12,324.32
980.1 - OUTDOOR MAINTENANCE	1,073.75	1,815.00	(741.25)
980.2 - INDOOR MAINTENANCE	165.00	0.00	165.00
981 - HDM VEHICLE MAINT/GAS	3,633.01	4,019.00	(385.99)
			0.00
<b>Total Expense</b>	<b>461,757.50</b>	<b>487,970.00</b>	<b>(26,212.50)</b>
<b>Net Ordinary Income</b>	<b>105,087.05</b>	<b>54,395.00</b>	<b>50,692.05</b>

**BENZIE SENIOR RESOURCES**  
**Statement of Financial Income and Expense - YTD**

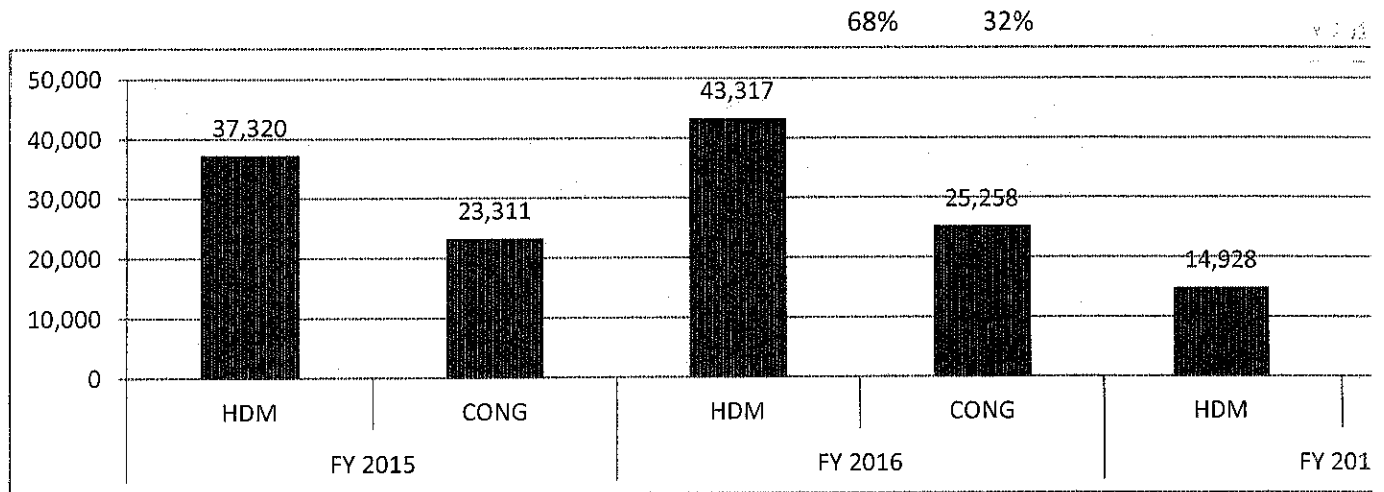
Oct 2016 - Jan 2017

<b>Other Income/Expense</b>			
<b>Other Income</b>			
990 - INTEREST/DIVIDEND INCOME	81.15	98.00	(16.85)
999 - Other Income	<u>6,869.11</u>	<u>0.00</u>	<u>6,869.11</u>
<b>Total Other Income</b>	<b><u>6,950.26</u></b>	<b><u>98.00</u></b>	<b><u>6,852.26</u></b>
<b>Other Expense</b>			
999.1 - Other Expense	924.14	0.00	924.14
99999 - LEGAL EXPENSE	<u>1,180.32</u>	<u>500.00</u>	<u>680.32</u>
<b>Total Other Expense</b>	<b><u>2,104.46</u></b>	<b><u>0.00</u></b>	<b><u>2,104.46</u></b>
<b>Net Other Income</b>	<b><u>4,845.80</u></b>	<b><u>98.00</u></b>	<b><u>4,747.80</u></b>
<b>Net Income</b>	<b><u>109,932.85</u></b>	<b><u>54,493.00</u></b>	<b><u>55,439.85</u></b>

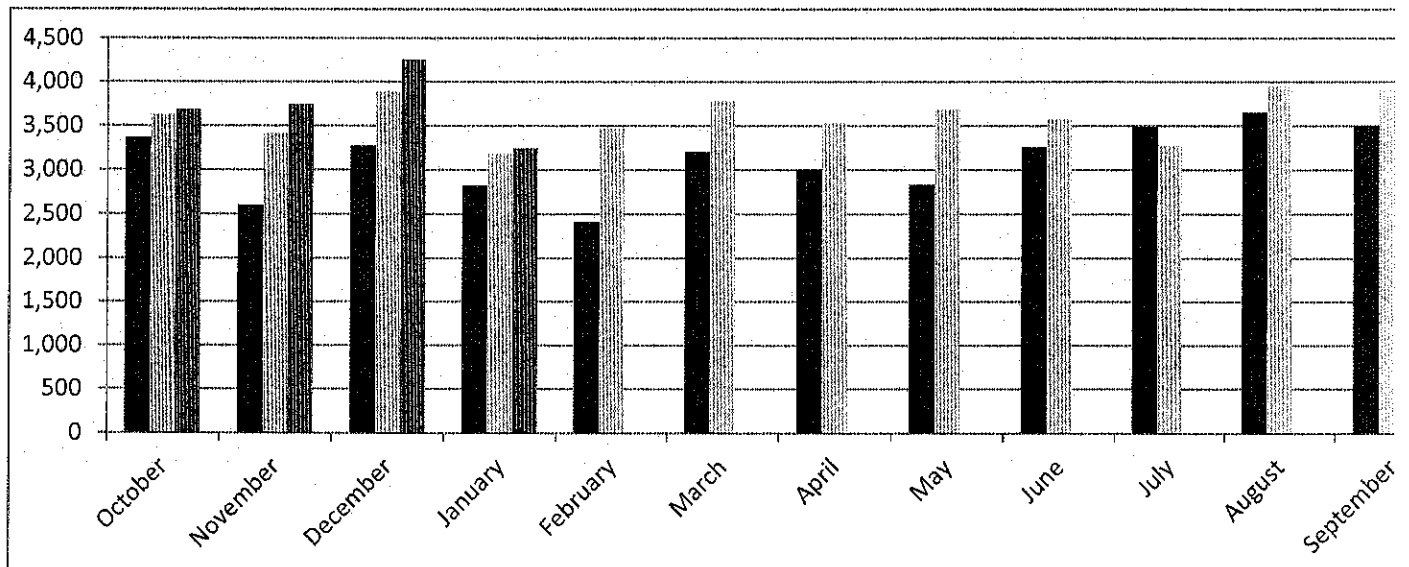
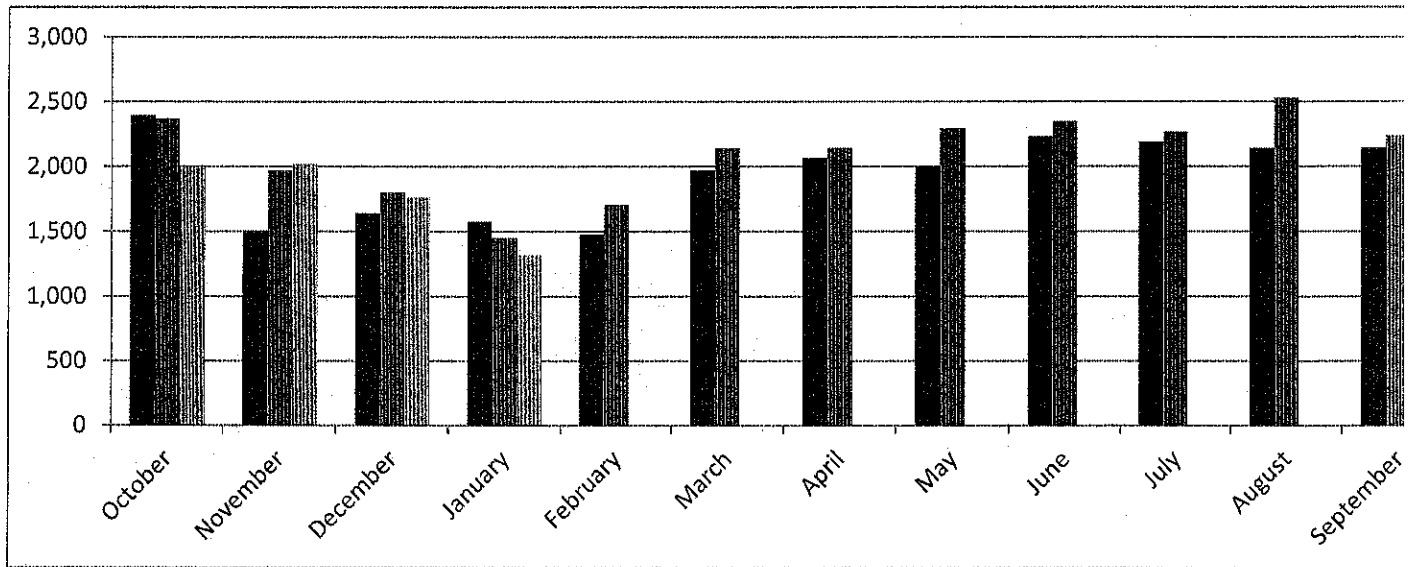
Benzie County Council on Aging  
HDM/Cong comparison

Benzie Senior Resources  
Units Served 2015-2016-2017

	FY 2015		FY 2016		FY 2017	
	HDM	CONG	HDM	CONG	HDM	CONG
October	3,356	2,394	3,627	2,370	3,684	2,000
November	2,590	1,491	3,410	1,972	3,744	2,018
December	3,265	1,640	3,891	1,800	4,252	1,764
January	2,816	1,576	3,186	1,452	3,248	1,318
February	2,405	1,476	3,473	1,706		
March	3,196	1,971	3,781	2,140		
April	3,001	2,065	3,528	2,144		
May	2,824	1,996	3,682	2,295		
June	3,250	2,231	3,575	2,347		
July	3,478	2,188	3,272	2,267		
August	3,644	2,140	3,949	2,528		
September	3,495	2,143	3,943	2,237		
total meals	37,320	23,311	43,317	25,258	14,928	7,100



Benzie County Council on Aging  
HDM/Cong comparison





# Senior Center Coordinator's Report

## February 7, 2017

### Regular Happenings:

Tuesday Music and Dancing	Ol' Time Gathering	Spinning
Blood Pressure Clinics	Chair Yoga	Thompsonville Meal
Bingo	Stay Fit with Doris	Wii Bowling
Zumba (off for season)	Bunco	Yoga
Bible Study	Little River Casino	Birthday celebrations
Dining Out Day	Cards	Hearing Clinic
Essential Estate Planning		

### Recent Events

The theme of January was SNOW DAYS! The weather was just not on our side. I guess that's just winter in Northern Michigan. I have to mention that on the day we served pasties for lunch we had 139 people! It was on a Tuesday but that is not our usual Tuesday number for January. It's our usual number for August! So, the takeaway here is that Yooper food brings 'em in, eh?

Friday, February 3rd is National Wear Red Day. So many people got into the spirit and wore their best red clothes. This day helps bring awareness to heart health and more specifically women's heart health.

Thursday, February 9th is National Pizza Day! The kitchen will be making pizzas for lunch. Who doesn't love pizza?

Tuesday, February 14th we'll celebrate Valentine's Day with a party! Join us for a lovely lunch with Strawberry Shortcake for dessert. Dress in shades of pink and red. Wear hearts and watch out for Cupid!

Wednesday, February 15th we're heading to the State Theater in Traverse City. Leave The Gathering Place at 9:30 a.m. Movie begins at 10:30 a.m. and then we head over to The Grand Traverse Pie Company for lunch afterwards. Typically return about 2:00 p.m. We'll see the movie "42". It's about Jackie Robinson and his experience as a black athlete overcoming racism and winning over fans. Movie cost is only 25 cents plus the cost of your snacks. Trip fee is \$5 plus your lunch.

Monday, February 20th we're doing another popular Pinterest Craft. This time though it's a surprise! Please sign up at the front desk so I have enough supplies.

Tuesday, February 28th is FAT TUESDAY! Join us for our annual Mardi Gras Party! They'll be Paczkis too. Be sure to wear your purple, gold and green colors and don't forget your beads. If you don't have beads don't worry. We have plenty to go around.

# ANNUAL REPORT

BENZIE COUNTY

LAND BANK  
AUTHORITY



## 2016 Overview

The Benzie County Land Bank Authority (LBA) experienced many positive changes this year. We purchased or acquired 4 properties from the Treasurer's foreclosure list. We sold a building in Honor that was formerly a restaurant. We land contracted a home to a family of 8, which includes 5 children and a special needs grandparent, thereby keeping them in a home large enough for all of them, and keeping their children in the school district in which they were accustomed. Home ownership also stabilizes the neighborhood. We began a conversation with neighboring owners of another parcel to complete a side-lot exchange, to incorporate a small parcel with the neighboring parcel. The exchange is scheduled to happen in 2017. We also sold a pole building in Honor, which has since been cleaned out, a concrete floor installed, and is being used to restore antique vehicles. It is a very "handy" place for this activity, as the neighboring business does body work and vehicle painting.

The LBA can capture 50% of the taxes for up to 5 years on properties previously owned by the land bank. This money can be used to clear the title or otherwise improve the salability of these properties. Since it became active, the Land Bank has captured approx. \$2,000 in 5 yr/50% taxes. In 2016 we will collect \$5,800, bringing the total revenue from this source to \$7,800.

The Land Bank Authority has impacted 29 properties since its inception. We have sold, combined or land contracted 22 parcels, leaving 7 in "the bank". We have increased the taxable value of those parcels sold by \$114,000, and counting. Stay tuned, as this number will grow annually.

## Before and After

### 426 Beech Street, Frankfort

Beech Street began as a foreclosed parcel in 2012. Demolition took place in the fall of 2012, due to gaping holes in the exterior that allowed the elements and critters inside. The LBA posted the vacant, grassy parcel for sale. There was little interest in this parcel. We listed it with a realtor for a year, after we were unable to generate interest on our own.

After a year with a realtor, we decided to place it on the treasurer's foreclosure sale listing, with a minimum bid of the cost of purchase and demolition. We sold it for the minimum bid in 2014. Immediately, construction began, and by summer, 2015, a house was ready for sale. The original TV was \$44,363 and is now \$112,500. (It is currently listed for sale, if anyone is interested!)

**Benzie County Land Bank Authority**

**448 Court Place**

**Beulah, Michigan 49617**

**231.882.9672**

**[www.benzieco.net](http://www.benzieco.net)**

**RECEIVED**  
FEB 16 2017  
DANN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

# Commissioner Report

# County Administrator's Report





448 Court Place • Beulah, MI 49617

Memo To: Benzie County Commissioners  
From: Mitchell D. Deisch, County Administrator *M Deisch*  
Date: February 22, 2017  
Subject: County Administrator Update 2/28/17 BOC Meeting

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1. **Woods vs Benzie County** – Former Corrections employee Chris Woods has filed a complaint against Benzie County based upon his termination in 2016. This complaint is scheduled for a Mediation hearing on Monday June 26, 2017 in Grand Rapids. Both Sheriff Ted Schendel and I have been instructed to be present at this mediation. In addition a County Commissioner will also need to be present. We need to decide which Commissioner will be involved with this mediation effort.
2. **Strategic Plan** – I am in the process of gathering the remaining BOC signatures on the 2/14/17 approved Benzie County Strategic Plan. Once all of the signatures are collected, I will start to work with the AES on developing action items to address each Area of Focus. More to follow.
3. **County Operating & SEV/TV and Revenue** – Attached is a chart that was prepared by Equalization Director Tom Longanbach (Thanks Tom!) that goes a bit farther than the matrix that you received two weeks ago that only discussed County operating millages. This information will be useful when we start discussing long term County financial stability as it was identified in the County Strategic Plan. Please let me know if you have any questions or suggestions on improving the data is arraigned.
4. **March 2017 Draft Calendar** – Attached is the March 2017 draft calendar. The Administration office is researching all scheduled meetings that are listed to have Commission representation. A new chart is being prepared to include the name of the committee, Commission representatives, date/time/location and contact person/contact information for the committee. My apologizes for any confusion in this area and for Commissioner who attended meetings that were not scheduled or cancelled. In addition, we will be attempting to eliminate any committees that no longer meet. Please let me know of any corrections that need to be made to the March 2017 calendar. I have noted on the March 2017 calendar that there is always the potential for a meeting date, time or location to be changed.
5. **Venture North** – Attached is the Venture North 2016 Year in Review that was presented to the full BOC at the 2/14/17 meeting. I wanted to include it in the 2/28/17 BOC packet, so that it would be available to the citizens of Benzie County.

RECEIVED

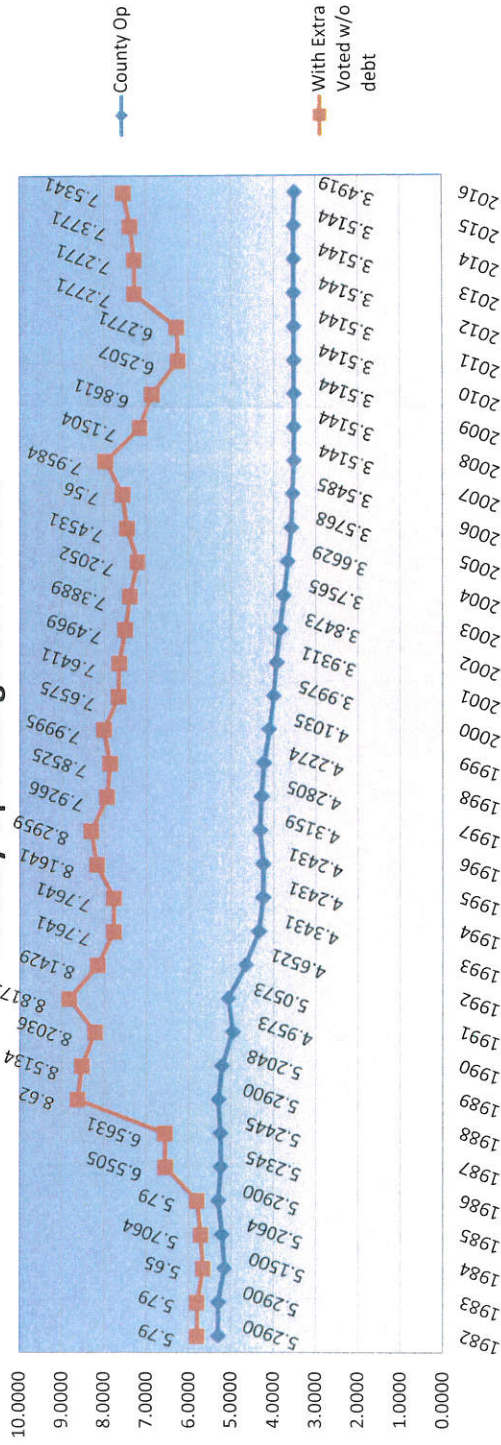
FEB 22 2017

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

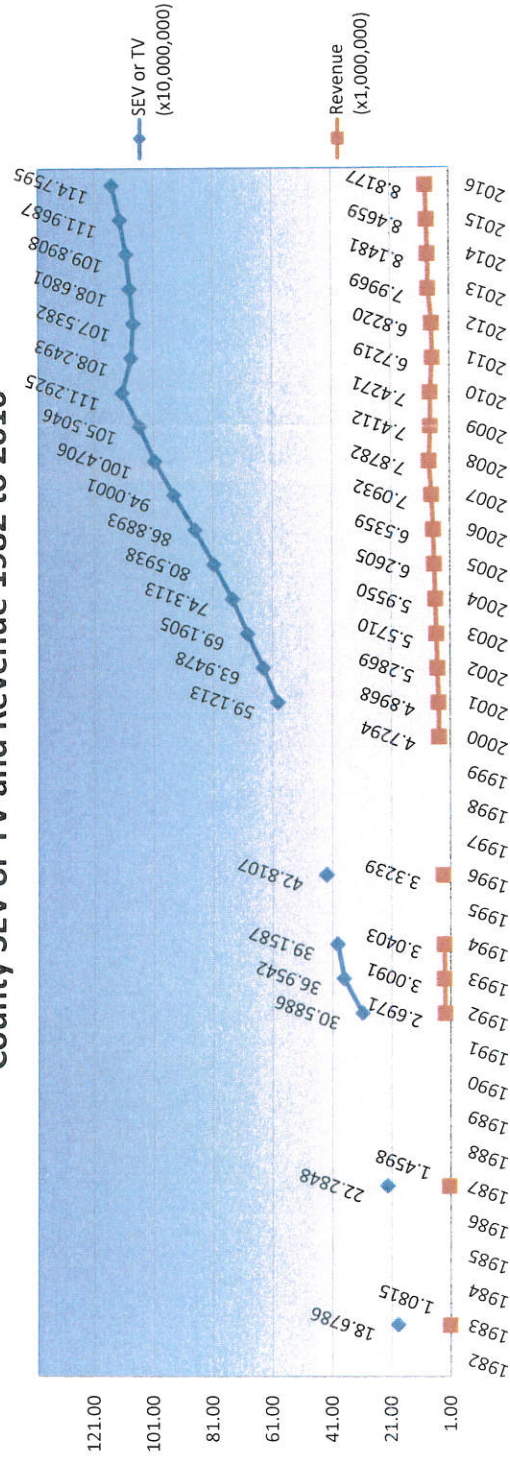
6. **Medical Examiner Agreement** – I believe that we have finalized the 3 party Medical Examiner Agreement between Dr. Lois Goslinoski, Manistee County and Benzie County for the creation of the Regional Medical Examiner Office. I was hoping to have this completed before now, but when you are working with 3 separate parties, discussion and agreement on language usually takes longer than anticipated. Manistee County is planning on presenting the Medical Examiner agreements to their Ways and Means Committee (Benzie County Finance Committee equivalent) on Wednesday March 1, 2017. I have been asked to be present at this meeting. Based upon the fact that I have already presented the Medical Examiner agreements to the full BOC, I am planning on presenting the all the agreements to the full BOC at their Tuesday March 21, 2017 meeting. I have attached the final draft versions for your review.
7. **Van Dussen vs. Benzie County** – At the Tuesday February 14, 2017 BOC meeting, Mr. Eric VanDussen again addressed the full BOC regarding the yet to be settled OMA/FOIA complaint he filed against the Benzie County. Attached to the update is the letter prepared by the attorney representing Benzie County to Mr. VanDussen's attorney. I checked with our attorney to ensure there was no confidentiality with this letter before I included in my weekly update.
8. **ECT consultant Payment** – Included in the February 3, 2017 Administrator Update was the was a summary of the remaining balance of payment owed to ECT, based upon an agreed upon practice of only billing Benzie County 50% of actual costs over the past several years. This issues was brought before the Finance Committee on 2/14/17 and they approved to pay the remaining balance of the ECT bill out of the DTRF, with the understanding that the remaining interest payments would be waived by ECT. This item will be included on the Finance Committee consent agenda.
9. **POLC Arbitration** – While administration is still trying to avoid Act 312 Arbitration with the POLC union, I wanted to share the key dates for the potential upcoming arbitration case.
  - Arbitrator contract duration decision approximately March 1, 2017.
  - Last Best Offer submitted to Arbitrator March 16, 2017.
  - Arbitration Exhibit Exchange April 6, 2017.
  - Exhibit Rebuttal Exchange April 13, 2017.
  - Arbitration Hearing April 20-21, 2017 in the Benzie County Government Center.
10. **Medical Marijuana Town hall Meeting** – This past week Joyfield Township held a Town Hall style meeting to discuss the potential of the Township approving commercialized medical marijuana growing operations within Joyfield Township. Commissioner Gary Sauer, Sheriff Ted Schendel and I were in attendance at the public forum. Approximately 50-60 Benzie County residents were in attendance at the meeting/public information gathering. The current State of Michigan law leaves the decision to permit or not permit commercialized medical marijuana growing operations totally up to the local unites of government. I would like to offer the assistance of the County to help facilitate other townships if they desire to have a similar forum regarding this topic or other topics that will impact their communities.



County Operating 1982 to 2016



County SEV or TV and Revenue 1982 to 2016



Year	County Op	extra voted	Total
1982	5.2900	0.5000	5.7900
1983	5.2900		5.7900
1984	5.1500		5.6500
1985	5.2064		5.7064
1986	5.2900		5.7900
1987	5.2345	0.3265	6.5505
1988	5.2445		6.5631
1989	5.2900	2.0000	8.6200
1990	5.2048		8.5134
1991	4.9573		8.2036
1992	5.0573		8.8173
1993	4.6521		8.1429
1994	4.3431		7.7641
1995	4.2431		7.7641
1996	4.2431		8.1641
1997	4.3159		8.2959
1998	4.2805		7.9266
1999	4.2274		7.8525
2000	4.1035		7.9995
2001	3.9975		7.6575
2002	3.9311		7.6411
2003	3.8473	Animal	7.4969
2004	3.7565	ALS	7.3889
2005	3.6629		7.2052
2006	3.5768	BTA	7.4531
2007	3.5485		7.5600
2008	3.5144		7.9584
2009	3.5144		7.1504
2010	3.5144	Con Dist	6.8611
2011	3.5144		6.2507
2012	3.5144		6.2771
2013	3.5144	Roads	7.2771
2014	3.5144	TNT	7.2771
2015	3.5144		7.3771
2016	3.4919		7.5341

# March 2017

**\*Please note that all scheduled meeting dates, times and locations are subject to change.**

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 26	27	28	Mar 1	2	3	4
				9:30am Area Agency on Aging 9:30am FCCAA		
5	6	7	8	9	10	11
	9:00am Veterans 10:00am NIMRE 7:00pm Point Betsie		9:00am Building and Grounds (Commission Room) 1:30pm Animal Welfare	9:00am Centra Wellness 10:00am MAC WC Fund 3:00pm 911 Advisory 6:30pm Planning		
12	13	14	15	16	17	18
		9:30am Road Comm. 1:00pm Finance (Commission Room)	8:00am Chamber (Room) 8:30am Land Bank 1:00pm BA 4:00pm Cons. Dist. 4:30pm BSR	1:00pm NW MI Comm Act. Agency (TC) 3:00pm Joint Court (Benzie)	11:00am EDC	
19	20	21	22	23	24	25
	9:45am Northern MI Counties (Grayling) 2:00pm Local Emerg. Plan. Comm.	9:00am Commission Meeting 3:30pm EMS Advisory (Commission Room) 5:30pm Benzie Bus	8:30am Building Authority 9:30am HSCB 12:00pm Domestic Task Force	4:00pm Health Dept. 7:00pm Local Planning Team	8:15am BRA	
26	27	28	29	30	31	Apr 1
	MAC Legislative Conf. (Lansing) 9:30am Road Comm. 10:00am DHHS 2:00pm HR (Commission) 4:00pm AES 5:00pm Park and Rec					





## VENTURE NORTH

FUNDING | RESOURCES | CONNECTIONS

February 10, 2017

Mitch Deisch  
County Administrator  
Benzie County  
448 Court Pl  
Beulah, MI 49617-9518

Dear Mitch,

On behalf of Venture North Funding & Development, I am pleased to share the enclosed "2016 Year in Review" with you. With the support of our investors, led by premier sponsors Consumers Energy, DTE Energy and Hagerty, Venture North was successful in delivering on our mission to support Northwest Michigan's economic growth by providing funding options, offering guidance and building connections for viable businesses.

This year, Venture North provided 13 loans, totaling \$788,000 and creating 37 jobs. This brings our total loans funded to over \$3.3 million since closing our first loan five years ago. Also this year, we developed new partnerships to offer technical assistance to our clients, expand our outreach, build capacity and strengthen our impact, especially in underserved communities throughout the region.

Venture North's work over the past year has provided:

- Business owners with access to capital for business growth and job creation that they find difficult to secure through conventional lenders;
- Unemployed and underemployed individuals with access to increased, quality job opportunities, providing financial sustainability for families; and
- Communities with a source of capital that will contribute to their overall development strategies to achieve regional prosperity.

These outcomes would not have been possible without the support of our investors and partners. We greatly appreciate your contributions over the past year and look forward to sharing more successes with you in the coming year.

Best wishes,

Remos Lenio  
Board Chair  
Venture North Funding & Development

RECEIVED

FEB 15 2017

ADMINISTRATOR  
OFFICE





# VENTURE NORTH

## 2016 YEAR IN REVIEW

### OUR MISSION

Venture North supports the region's economic growth by providing funding options, offering guidance and building connections for viable businesses. Venture North has \$5 million in capital available for startup to second stage companies in the 10-county region.

### KEY METRICS

	2016	CUMULATIVE
CAPITAL DEPLOYED	\$788,000	\$3,300,000+
DEFAULT RATE/ LOAN LOSS	0%	0%
JOBS CREATED	37	258
KWH SAVED IN ENERGY EFFICIENCY LOANS	265,000	1,000,000+
BUSINESSES ASSISTED*	45	214

\*Loans, resources, connections, technical assistance and referrals to other funding sources.

### BUSINESSES FUNDED IN 2016

45th Parallel Lighting  
ERG! LLC  
Budget Luxury Inn TC  
Busy Bodies Bounce Town  
Grand Traverse Culinary Oils  
Kejara's Bridge  
Northern Lights Chiropractic

Northern Michigan Pro Shop  
One Oak Bride  
Perfect Touch Cleaning LLC  
Radio Centre II  
Sleeping Bear Apiaries  
SOS Learning Lab

"I was able to hire staff in six different counties and that would not have been possible without Venture North."

James Harper,  
Specialized Personal Recovery Services







# VENTURE NORTH

## 2016 YEAR IN REVIEW

### SUCCESS STORY: SLEEPING BEAR APIARIES

Sleeping Bear Apiaries sells honey, honey cream spreads, honey mustard beeswax, wine and cider in 40 states. This landmark bee farm and food producer secured a \$205,000 Community Development Block Grant loan - Venture North's first loan in Benzie County - for new equipment and product to expand production. "We were going along and then said, 'The next step is beyond what we've got. We need a little help,'" owner Kirk Jones said. "It's for operations in general. We had to beef up our operations." The loan, which will create 10 new jobs, will also help the business launch a new variety of mead, which is an alcoholic beverage made from honey.



*Sleeping Bear Apiaries owners Sharon and Kirk Jones with Laura Galbraith of Venture North.*

### DEMONSTRATING PROGRAM IMPACT

View our first promotional video online at <http://venturenorthfunding.org>

### 2016 INVESTORS

44 North  
Alco Tec Wire Corporation  
Alfie Logo Gear  
Altus Brands, LLC  
American Waste  
Black Star Farms, LLC  
Boride Engineered Abrasive  
Britten, Inc.  
Charter Communications  
Chase Bank  
Chemical Bank  
Cherry Capital Airport  
Cherryland Electric Cooperative  
Consumers Energy  
Crystal Mountain Resort & Spa  
Cunningham-Limp Dev. Co.  
David Chapman Agency

DTE Energy  
Fifth Third Bank  
Fox Motors  
Garfield Township  
Graceland Fruit, Inc.  
Grand Traverse Area Catholic Schools  
Grand Traverse Band, LLC  
Grand Traverse Container  
Grand Traverse Industries  
Grand Traverse Resort & Spa  
Great Lakes Stainless  
Hagerty  
Interlochen Center for the Arts  
Kalkaska County Economic Development Corporation  
Munson Medical Center

Networks Northwest  
Northwestern Michigan College  
Plascon  
PNC Bank  
Rotary Charities  
Skilled Manufacturing, Inc.  
Smith Haughey Rice & Roegge, PC  
Springfield Roofing  
State Savings Bank  
Traverse Area Association of Realtors  
Traverse Bay Area Intermediate School District  
Team Elmer's  
Traverse City Light & Power  
Traverse City Record-Eagle





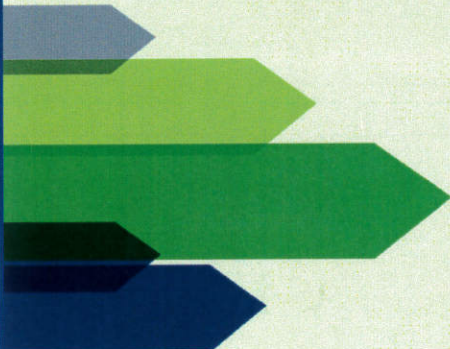
# BUILDING BUSINESS IN BENZIE COUNTY?

## THIS FUND IS FOR YOU.



## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

### INTERESTED IN STARTING A BUSINESS OR PLANNING TO CREATE JOBS, BUT NEED ACCESS TO CAPITAL?



The CDBG Loan Fund is available to businesses seeking capital to finance real estate, inventory, receivables, equipment and other working capital needs. Intended to encourage economic growth in small communities, job creation is necessary to qualify.

### WHAT BENZIE BUSINESSES ARE SAYING:

*“Venture North is helping to shape northwest Michigan into a vibrant and highly desirable place in which to live, work, play and learn. Case in point: Crystal Mountain is embarking on a ten million dollar residential and commercial development, and the Venture North team is a key partner assisting with this expansion. They are helping us make our vision a reality and, in turn, creating enduring value.”*



– Chris MacInnes, Crystal Mountain Resort & Spa, COO

FOR MORE INFORMATION > [venturenorthfunding.org](http://venturenorthfunding.org)



FUNDING | RESOURCES | CONNECTIONS

Laura Galbraith, Executive Director  
[laura@venturenorthfunding.org](mailto:laura@venturenorthfunding.org)  
231.995.7110

Angela Myers-Pahl, Administrative Assistant  
[angela@venturenorthfunding.org](mailto:angela@venturenorthfunding.org)  
231.995.7115

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**THREE PARTY AGREEMENT  
FOR THE CREATION OF A REGIONAL MEDICAL EXAMINER'S  
OFFICE FOR THE COUNTIES OF BENZIE AND MANISTEE  
AND THE APPOINTMENT OF A MEDICAL EXAMINER**

**THIS THREE PARTY AGREEMENT** is entered into by and between the County of Benzie, a municipal corporation and political subdivision of the State of Michigan, 448 Court Place, Beulah, Michigan 49617 ("BC"), the County of Manistee, a municipal corporation and political subdivision of the State of Michigan, 415 Third Street, Manistee, Michigan 49660 ("MC"), and Lois Goslinoski, DO, of \_\_\_\_\_, \_\_\_\_\_, Michigan ("Medical examiner") collectively referred to as the "Parties," or individually as a "Party," shall govern participation in the Regional Medical Examiner's Office ("RMEO").

**RECITALS**

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, being MCL 124.501, et. Seq. provides that public agencies may exercise jointly any power, privilege, or authority that each agency may exercise separately; and,

The County Medical Examiners Act being MCL 52.201 et. Seq. (the Act"), permits two or more counties, by resolution of their respective boards of commissioners, to enter into an agreement to employ the same person to act as medical examiner for all of the counties; and,

The Parties have decided that it is in the best interest of such counties to create a RMEO; and,

The Parties desire to appoint Lois Goslinoski, DO, as the County Medical Examiner ("Medical Examiner") for the Regional Medical Examiner's Office ("RMEO"); and

The Parties endeavor to realize and recognize a substantial savings in time, effort, and expenses to each individual county by participating in a RMEO; and,

Therefore, in consideration of the foregoing, the Parties agree to this Interlocal Agreement as set forth below.

## AGREEMENT

Based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

### **1. APPOINTMENT OF COUNTY MEDICAL EXAMINER**

Pursuant to Section 1(1) of 1953 PA 181 (MCL 52.201(1)), MC and BC shall appoint the same physician who shall be licensed to practice medicine in the State of Michigan, to serve as the Parties' Medical Examiner. The appointment shall, as required by law, be for a term of four years. In that regard, MC has already appointed Lois Goslinoski, DO, as its medical examiner for the RMEO to a four year term which commenced on January 1, 2016 and which ends on December 31, 2019. In consideration therefor, BC hereby appoints Lois Goslinoski, DO, as its Medical Examiner for the RMEO for the unexpired portion of a four year term which ends on December 31, 2019.

### **2. APPOINTMENT OF DEPUTY MEDICAL EXAMINER**

The Parties' Board of Commissioners shall also appoint, if needed, the same Deputy Medical Examiner(s), who shall be licensed to practice within the State of Michigan as approved by the Medical Examiner.

### **3. MEDICAL EXAMINER'S DUTIES AND SERVICES:**

The Medical Examiner shall have such duties and provide such services as required and/or authorized by law, including but not limited to those set forth in 1053 PA 181 (MCL 52.201 et. sec.), as amended.

### **4. AGREEMENT DURATION AND TERMINATION:**

Thereafter, this Agreement shall renew for one additional term. Such renewal term shall be for a four year term.

Notwithstanding any other provision in this Agreement to the contrary, any Party may terminate its participation under this Agreement by giving 90 days written notice to the other Parties.

### **5. MC SERVICES TO BC:**

MC shall administer the RMEO, and shall be responsible for the activities and duties described below:

- A. MC shall secure the necessary office space for the RMEO and ensure that the RMEO is housed in the Manistee County Governmental Center.

2/21/17

- B. Lois Goslinoski, DO, shall act as the medical examiner for both MC and BC. The Parties agree that both MC and BC shall be responsible for the supervision over the services to be performed by the Medical Examiner pursuant to this Agreement, including compensation. MC shall be solely responsible for the compensation of the Medical Examiner. BC will reimburse MC for fifty (50%) percent of the agreed upon Medical Examiner compensation and general office expenses.
- C. Supervise the following services to be performed by the Medical Examiner.
- 1) The Medical Examiner shall be in charge of the operation and management of the RMEO, may establish policy and procedures related to the REMO, may promulgate rules related to the conduct of the RMEO, and except as otherwise provided in this agreement, appoint and direct all forensic investigators.
  - 2) The Medical Examiner shall perform all services as required by the Act to all the Parties to this Agreement. The performance of the Medical Examiner services shall also be in accordance with the Medical Examiner's professional judgement, the standards of the profession, and consistent with the Parties' policies and federal and state law.
  3. The Medical Examiner shall cooperate with the Prosecuting Attorney for all Parties and all law enforcement agencies in each Party's jurisdiction.
  4. The Medical Examiner, or other RMEO representative, shall attend Elder and Vulnerable Adult Death review team meetings, Child Death review team meetings, court proceedings and meetings with families and other interested parties.
  5. When requested, the Medical Examiner shall attend meetings with representatives from the Parties' Prosecutor's Office, Sheriff's Office, and Health Departments, to review the RMEO operations.
  6. The Medical Examiner shall have sole and exclusive right to the management, retention, and release of the Medical Examiner records pertaining to the services rendered pursuant to this Agreement. Per MCL 52.202(4) of 1953 PA 181, as amended, medical records, books, papers, documents, or other items that the Medical Examiner or Deputy Medical Examiner obtains in conducting an investigation under 1953 PA 181, whether in response to a subpoena or otherwise, are exempt from disclosure under State of Michigan's Freedom of Information Act, 1976 PA 442. The records of the Medical Examiner shall be maintained and retained in accordance with any applicable statute regarding public records for that office.

7. The Medical Examiner shall keep and maintain all records necessary to the operation of the RMEO, and as required under the Act.
8. The Medical Examiner shall provide an annual report and death case statistics to all the Parties, and meet with the Parties' Administrators or boards of commissioners to provide an annual update.

## **6. COMPENSATION**

The total salary that will be provided to the Medical Examiner will be Forty Thousand Four Hundred Eight Dollars (\$40,408) annually, which will be split equally (50%/50%) by MC and BC. MC will provide all payroll services to the Medical Examiner and will bill BC monthly for their portion of the Medical Examiner salary, plus a 3%-administrative fee paid to MC to cover payroll, IT, supplies and other indirect costs. This position is considered part time in both counties and does not include any fringe benefits (health, dental, vision, retirement, etc.)

Both MC and BC will be 100% responsible for all additional costs associated with deaths within each county, which will include:

1. Body transportation to the morgue.
2. Performing of forensic autopsies. The ME will receive \$1,200 for each autopsy performed, not including toxicology and histology lab costs. Each County will be responsible for all autopsy and lab fees for their individual counties.
3. EMS Investigator fees.
4. Lab fees.
5. Funeral home expenses.
6. Capital costs.

For those capital costs that are to be shared by both MC and BC, the cost will be split equally.

MC shall invoice BC for any joint contractual costs.

## **7. GENERAL TERMS:**

- A. MC and BC shall be solely responsible for any investigation conducted by the Party's law enforcement investigation and emergency responders.
- B. Both BC and MC shall receive copies of any reports and records in its possession at the time of such request. The Parties shall be entitled to conduct audits of all books and records pertaining to this Agreement; however, any costs associated with a forensic audit or compilation of data that is not available in the ordinary course of business, shall be paid for by the requesting Party(ies).
- C. The Parties agree that no joint venture is created by this Agreement and that no separate or independent legal entity is created hereby.
- D. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or services, activities or duties



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performed under this Agreement. MC and BC shall be responsible for all benefits for its officers, including, but not limited to, wages, salaries, disability payments and/or benefits, including derivative benefits, dependent benefits or other benefits relating to disability and worker's compensation, and claims for damages to or destruction of its own equipment or its officer's clothing, and claims for its own officer's medical expenses.

- E. To the extent permitted by law, each Party agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Party(ies), its officers, elected and appointed officials, employees and others working for that Party from any third party claims, demands, suits or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arises out of or is in any way connected with any activity or duties performed under this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Parties, or their employees, respectively, as provided by statute or court decisions.
- F. The parties agree that when the RMEO is acting within the scope of its official duties or operations on behalf of BC, BC agrees to hold MC harmless for the actions of RMEO. Likewise, when the RMEO is acting within the scope of its official duties or operations on behalf of MC, MC agrees to hold BC harmless for the actions of the RMEO.
- G. The Parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transactions that occurred before the termination of this Agreement, shall survive termination.
- H. Within ten (10) days from the execution of this Agreement, each Party shall provide a Certificate of Insurance, acceptable to the other Party, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by activities or duties performed under this Agreement by any Party. Each Party agrees to keep said insurance coverage in full force and effect for the term of this Agreement. Each Party shall submit to the other Party, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the other Party. Any Certificate of Insurance shall name the other Parties as additional insureds and contain the following cancellation notice:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written certificate holder."

Any Party may request a copy of said insurance certificate at any time.

During this Agreement, failure to produce a certificate of insurance within twenty (20) days of a request by a Party may allow the requesting Party to terminate this Agreement.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to the lapsing Party at any time such a lapse in coverage exists.

- I. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the RMEO or any of the Counties in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by each Party in relation to each Party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Parties, or their employees, respectively, as provided by statute or court decisions.
- J. Each of the Parties to this Agreement agree to cooperate with the other Parties in the operation of RMEO and their respective risk management systems. Each Party agrees that if an incident occurs and is reported as a part of its respective risk management system, and if the incident report involves activities involved with this Agreement for any participating entity or its respective staff or agent, a copy of said incident report will be immediately delivered to the designated representative of the other Parties. It is agreed and understood that said incident reports will be held in the strictest of confidence and that each Party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.
- K. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
- L. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Party. The Parties acknowledge that they have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- M. This Agreement shall be in full force and effect and is legally binding upon each Party at such time as it is signed and certified by all Parties.

2/21/17

- N. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of the Parties. The effective date of any amendment shall be the date as of which the last of the necessary Parties has approved the amendment.
- O. This Agreement shall remain in full force and effect and shall bind the Parties executing the Agreement and said governing body of the Party adopting a resolution giving its approval to this Agreement until terminated as provided in this Agreement.
- P. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.
- Q. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 19<sup>th</sup> Circuit Court, where jurisdiction and venue are proper.
- R. The recitals shall be considered an integral part of this Agreement.
- S. The parties agree that they shall promptly deliver to the other Parties written notice and copies of any claims, complaints, charges, or any other accusations of allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Parties become aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan Court Rule, the Parties agree to cooperate with one another in any investigation conducted by the other Party or Parties of any acts or performances of any activities under this Agreement.
- T. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Services. All notices under this Agreement are to be sent to the Administrator of each of the Parties.
- U. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument

**IN WITNESS WHEREOF**, this Agreement has been duly executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2017.

**LOIS GOSLINOSKI, DO**

**COUNTY OF BENZIE**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

2/21/17

Witnessed by:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Witnessed by:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY OF MANISTEE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Witnessed by:

By: \_\_\_\_\_

Its: \_\_\_\_\_

2/2/17

# DRAFT

Prepared by  
Richard J. Figura  
January 6, 2017

## USE OF SPACE AGREEMENT

This agreement is made this \_\_\_ day of January, 2017, between the County of Benzie, 448 Court Place, Beulah, MI 49617 (County) and the Jowett Family Funeral Home, 7223 South Street, Benzonia, MI 49616 (Funeral Home).

WHEREAS, the county has appointed a county medical examiner (CME); and

WHEREAS, the CME often has to perform an autopsy on the body of a deceased person; and

WHEREAS, the performance of an autopsy requires a room of suitable size and suitably equipped for the performance of said autopsy; and

WHEREAS, the Funeral Home has at least one room and space suitable for the performance of an autopsy by the CME; and

WHEREAS, the Funeral Home is willing to make suitable space available to the CME for the performance by said county medical examiner of an autopsy; and

WHEREAS, the County desires to secure suitable space from the Funeral Home for the CME to perform an autopsy when necessary to do so;

NOW, THEREFORE, the County and the Funeral Home AGREE AS FOLLOWS:

1. The Funeral Home will make suitable space available to the CME to enable the CME to perform an autopsy at such times when requested by the CME. The Funeral Home will also allow the storage of various pieces of equipment that will be necessary for the CME to perform autopsy, to include, but not limited to pan scale, personal protective equipment, scale to weigh bodies, 10% formalin, etc.
2. Such space shall meet the following requirements:  
  
{here list any requirements as to size, basic equipment (such as light, electricity, examination table, etc.)}
3. When specific equipment needed to perform a particular autopsy is not available at the Funeral Home, the CME, acting in her or his discretion, will arrange for the body to be transported to the morgue facility in Mecosta County.
4. Following the performance of each autopsy, the Funeral Home will invoice the County in the amount of \$ 300.00, and the County shall pay same within 30 days.

2/21/17

# DRAFT

Prepared by  
Richard J. Figura  
January 6, 2017

5. The purpose of this agreement is to provide suitable space and equipment for the CME to perform an autopsy on those occasions when the CME is required or requested to perform one. This agreement is not a lease and does not guarantee use of any specific space throughout the agreement's term.

6. Use of the Funeral Home for performing an autopsy shall be within the discretion of the CME and nothing herein shall obligate the CME to perform any specific number of autopsies at the Funeral Home.

7. The Funeral Home on an annual basis shall provide to the County all licenses required to operate a funeral home.

8. The Funeral Home shall maintain a policy of general liability insurance for damages to property or injuries to persons while on the Funeral Home's premises. Likewise, the County shall maintain a policy of general liability insurance covering damages to property or injuries to persons caused by the acts of its officers, employees, agents and/or appointees. Both policies shall be in such amount as shall be acceptable to the chief administrative officer of the County.

9. The CME and Funeral Home will consult before each autopsy regarding who will have access to the autopsy procedure.

10. Nothing in this agreement shall be construed to establish a partnership or joint venture between the parties.

11. This agreement shall continue in effect until [date}, and may be terminated by either party by providing 90 days written notice of such termination sent to the other party at the address first listed above. Any termination notice to the County shall be sent to the attention of the county administrator.

12. This agreement is the entire and only agreement between the parties relative to its subject matter and any changes or amendments to this agreement shall be in a written document signed by both parties.

BENZIE COUNTY

\_\_\_\_\_ FUNERAL HOME

\_\_\_\_\_

\_\_\_\_\_



**COUNTY OF BENZIE**

**RESOLUTION APPOINTING COUNTY MEDICAL EXAMINER**

WHEREAS, Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501, et. Seq. provides that public agencies may exercise jointly any power, privilege, or authority that each agency may exercise separately; and

WHEREAS, the County Medical Examiners Act being MCL 52.201 et. Seq. (the "Act"), permits two or more counties, by resolution of their respective board of commissioners, to enter into an agreement to employ the same person to act as medical examiner for all of the counties; and

WHEREAS, Manistee County (Manistee) and Benzie County (Benzie) have decided that it is in the best interest of both counties to create a Regional Medical Examiners Office (RMEO); and

WHEREAS, Manistee and Benzie have entered in that certain Interlocal Agreement for the Creation of a Regional Medical Examiner's Office for the Counties of Benzie and Manistee (Agreement) dated \_\_\_\_\_, 2017; and

WHEREAS, pursuant to the Agreement, Benzie and Manistee have the responsibility of jointly appointing a single County Medical Examiner to supervise and operate the RMEO, with each county being solely responsible for the compensation to be paid to said Medical examiner; and

WHEREAS, Benzie and Manistee have agreed on the person to be appointed as the County Medical Examiner for both counties;

NOW, THEREFORE, BE IT RESOLVED that the Benzie County Board of Commissioners hereby appoints Dr. Lois Goslinowski as the County Medical Examiner for Benzie County pursuant to the Agreement; and

BE IT FURTHER RESOLVED, that the appointment of Dr. Lois Goslinowski (CME) is, pursuant to MCL 52.201 is for the remaining unexpired four year term ending on December 31, 2019; and

BE IT FURTHER RESOLVED, that the initial compensation to be paid to the CME shall be Forty Thousand Dollars Four Hundred Eight Dollars (\$40,408.00) per year for her services as County Medical Examiner as outlined in the Agreement; and

BE IT FURTHER RESOLVED, that the CME shall faithfully carry out all of the duties and responsibilities of a County Medical Examiner as set forth in PA 181 of 1953, as amended, being MCL 52.201 et seq, and as otherwise set forth in the Agreement.

Adoption of the foregoing resolution was moved by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_.

Voting for:

Voting against:

Absent:

The Board Chairperson declared the resolution adopted.

Dated:

\_\_\_\_\_  
Cory Carland  
Chairperson  
Benzie County Board of Commissioners

#### CERTIFICATION

The foregoing is a true copy of Resolution No. \_\_ which was adopted by the Benzie County Board of Commissioners at a regular meeting held on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Dawn Olney  
County Clerk





ATTORNEYS AND COUNSELORS AT LAW  
400 W. FRONT STREET, SUITE 200 ■ TRAVERSE CITY, MICHIGAN 49684 ■ PHONE: (231) 922-1888 ■ FACSIMILE: (231) 922-9888

Gregory R. Grant  
ggrant@cnda-law.com

February 13, 2017

Jesse L. Williams  
JESSE L. WILLIAMS, PLLC  
2899 Benzie Hwy.  
P.O. Box 30  
Benzonia, MI 49616-0030

RE: ERIC VANDUSSEN v BENZIE COUNTY, ET AL  
File No. 16-10329-CZ

Dear Mr. Williams:

At your request, my clients have conducted another good-faith and thorough search for records that might be relevant to the settlement between the parties in this matter. We have enclosed documents that my clients feel are responsive. Some of the documents may be duplicative of others that have already been produced.

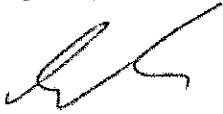
With regard to the "closed session minutes" from the HR Committee's meeting on August 31, 2016, there are no "closed session minutes" from that meeting. The document referred to by Ms. Cutler to your client is attached and entitled "Grievance Appeal Hearing." Furthermore, we reiterate the fact that your client is not entitled to confidential attorney-client privilege documents. We will agree to submit under seal unredacted copies of the Bonnie Toskey opinion and the attorney invoices you have requested to the court for an in-camera review. My clients will not waive the attorney-client privilege in this regard and only the court can determine appropriate redactions if you feel that our redactions were misplaced.

As for the 1099 issue you presented, the 1099s were correctly issued. See the attached IRS document for further explanation. Feel free to provide it to your accountant. Once we can stipulate to a dismissal of the case, we will forward the two settlement checks.

Mr. Jesse Williams  
Page 2  
February 13, 2017

We hope that this resolves this matter. Please let me know if you have any additional concerns.  
Enclosed please find a copy of a Stipulation and Order for Dismissal for your signature.

Very truly yours,



Gregory R. Grant

GRG/lr

Enc.

cc: Mitch Deisch (w/enc.)

## Mitch Deisch

---

**From:** Gregory R. Grant <ggrant@cnda-law.com>  
**Sent:** Tuesday, February 21, 2017 10:44 AM  
**To:** Mitch Deisch  
**Subject:** RE: 2/13/17 Letter to Jesse Williams

No concerns. It is not confidential.

CUMMINGS•McCLOREY



DAVIS & ACHO, P.L.C.

ATTORNEYS & COUNSELORS AT LAW

### CONFIDENTIALITY NOTICE

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**From:** Mitch Deisch [mailto:MDeisch@benzieco.net]

**Sent:** Tuesday, February 21, 2017 10:41 AM

**To:** Gregory R. Grant <ggrant@cnda-law.com>

**Subject:** 2/13/17 Letter to Jesse Williams

Greg,

Any concerns in including the 2/13/17 letter to J. Williams regarding VanDussen Complaint to the Commission in my Administrator Update. The Administrator Update is included in the County Commission packets and is available on line to everyone.

It was not marked as confidential, thus I believe it is ok. Please let me know.

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

# **FINANCE REPORT**

**BILLS TO BE APPROVED February 28, 2017**

Motion to approve Vouchers in the amount of:

\$	103,762.23	General Fund (101)
\$	26,287.07	Jail Fund (213)
\$	32,321.90	Ambulance Fund & ALS (214)
\$	23,691.16	Funds 105-238
\$	6,311.53	ACO Fund (247)
\$	-	Building (249)
\$	11,472.73	Dispatch 911 Fund (261)
\$	3,402.87	Funds 239-292
\$	16,672.83	Funds 293-640
\$	48,787.89	701 Fund
\$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
\$	<u>272,710.21</u>	

## Payables February 10, 2017 - February 23, 2017

[illegible]

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	DA DESIGNS	NAME BADGES & BUSINESS CARDS FOR N	02152017	02/23/17	144.00	58740
101-101-860.00	TRAVEL	GRINER, ROGER	COUNTY COMMISSIONER'S MILEAGE	FEBRUARY 2017	02/23/17	358.99	58748
101-101-955.00	CONVENTIONS & MEETINGS	VISA=DAWN OLNEY	BUSINESS CARDS, MAC CONFERENCE FOR	**** *****	02/23/17	1,075.00	58786
			Total For Dept 101 BOARD OF COMMISSIONERS			1,577.99	
Dept 131 CIRCUIT COURT							
101-131-727.00	OFFICE SUPPLIES	MANISTEE COUNTY	JANUARY 2017 SHARED EXPENSES	JANUARY 2017	02/16/17	61.46	58684
101-131-730.00	POSTAGE	MANISTEE COUNTY	JANUARY 2017 SHARED EXPENSES	JANUARY 2017	02/16/17	86.90	58684
101-131-802.00	TRANSCRIPTS	MANISTEE COUNTY	JANUARY 2017 SHARED EXPENSES	JANUARY 2017	02/16/17	528.75	58684
101-131-802.00	TRANSCRIPTS	JUST FOR THE RECORD	TRANSCRIPTS - PRELIM EXAM #16-390F	DATED 02/06/17	02/23/17	117.50	58754
101-131-805.00	COURT APPOINTED ATTORNEY	GRANT, WILLIAM	MILEAGE TO BENZIE COUNTY	DATED 1-31-17	02/16/17	103.68	58675
101-131-816.00	SPECIAL JUDGE	HON. ALLEN L. GARBREC	VISITING JUDGE/MILEAGE/LUNCH	2/15/17	02/23/17	413.50	58749
101-131-860.00	TRAVEL	LANZIS, MICHELE	TRAVEL/LUNCH REIMBURSEMENT TO BENZ	0127	02/16/17	208.20	58681
101-131-860.00	TRAVEL	MANISTEE COUNTY	JANUARY 2017 SHARED EXPENSES	JANUARY 2017	02/16/17	109.09	58684
			Total For Dept 131 CIRCUIT COURT			1,629.08	
Dept 141 FRIEND OF THE COURT							
101-141-850.00	TELEPHONE	CENTURYLINK	COUNTY 800 #'S & LONG DISTANCE FEE	1400364573	02/16/17	2.07	58663
			Total For Dept 141 FRIEND OF THE COURT			2.07	
Dept 148 PROBATE COURT							
101-148-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	COOLER RENTAL & BOTTLES	30-2922	02/23/17	61.00	58763
101-148-802.00	TRANSCRIPTS	TOOLEY, JILL	MADDY TRANSCRIPT	02/09/17	02/23/17	106.50	58783
101-148-805.00	COURT APPOINTED ATTORNEY	CZCHELLI, ANTHONY	R FREEBOLD, LII	01/10/2017	02/23/17	150.00	58735
101-148-805.00	COURT APPOINTED ATTORNEY	SZUMKO, DALENE A.	S KRUMM-WILLIAMS, MI	01/08/2017	02/23/17	210.00	58779
101-148-900.00	PRINTING & PUBLISHING	I.C.I.E.	MI GDN/CV HANDBOOK	731239	02/23/17	104.50	58750
			Total For Dept 148 PROBATE COURT			632.00	
Dept 172 ADMINISTRATOR							
101-172-727.00	OFFICE SUPPLIES	MICHIGAN CHAMBER SERV	STATE & FEDERAL LABOR LAW POSTERS	2005	02/23/17	49.00	58766
101-172-955.00	CONVENTIONS & MEETINGS	VISA=DAWN OLNEY	BUSINESS CARDS, MAC CONFERENCE FOR	**** *****	02/23/17	325.00	58786
			Total For Dept 172 ADMINISTRATOR			374.00	
Dept 215 COUNTY CLERK							
101-215-727.00	OFFICE SUPPLIES	VISA=DAWN OLNEY	BUSINESS CARDS, MAC CONFERENCE FOR	**** *****	02/23/17	18.00	58786
101-215-955.10	DUES & REGISTRATIONS	MPJRA	MPJRA DUES FOR TAMMY BOWERS	2017-2018	02/23/17	75.00	58769
			Total For Dept 215 COUNTY CLERK			93.00	
Dept 253 COUNTY TREASURER							
101-253-775.00	DOG LICENSES	GOVERNMENTAL PRODUCTS	DOG TAGS FOR 2018 AND 2020	3805	02/16/17	455.22	58673
101-253-860.00	TRAVEL	THOMPSON, MICHELLE	MILEAGE FOR JANUARY 2017	JAN 2017	02/16/17	214.05	58709
			Total For Dept 253 COUNTY TREASURER			669.27	
Dept 261 MSU EXTENSION							
101-261-730.00	POSTAGE	BENZIE COUNTY CLERK	POSTAGE MSU EXTENSION	BNZ ACCT#14	02/23/17	0.93	58724
			Total For Dept 261 MSU EXTENSION			0.93	
Dept 265 BUILDING & GROUNDS							
101-265-750.00	MAINTENANCE SUPPLIES	NAPA AUTO SUPPLY, INC	WINDSHIELD WASHER FLUID	386873	02/16/17	4.99	58689
101-265-850.00	TELEPHONE	CENTURYLINK	COUNTY 800 #'S & LONG DISTANCE FEE	1400364573	02/16/17	36.89	58663
101-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILLS	9780300591	02/23/17	46.62	58784
101-265-923.00	FUEL - NATURAL GAS	DTE ENERGY	GAS	4558 038 0001 6	02/23/17	1,295.01	58743
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	GOV'T CENTER BUILDING	1000 0051 4248	02/23/17	5,825.61	58738
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	GARAGE	1000 0586 8649	02/23/17	143.28	58738

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 265 BUILDING & GROUNDS							
101-265-935.00	BUILDING REPAIRS	G.T. PACKAGING & JANI	NEW BATHROOM STALLS FOR 1ST FLOOR	0213939-IN	02/16/17	1,399.45	58671
			Total For Dept 265 BUILDING & GROUNDS			8,751.85	
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY,	SERVICES RENDERED/PHOTOCOPIES/CALL	47181	02/23/17	1,084.46	58736
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY,	RETAINER FEE FOR JANUARY 2017	47181	02/23/17	1,833.34	58736
101-266-815.00	AUDITORS	ANDERSON, TACKMAN & C	#4 BILLING FOR AUDIT FOR YEAR END	117406	02/16/17	16,731.58	58656
101-266-815.00	AUDITORS	MGT OF AMERICA, INC.	FY 2015 COURT COST ALLOCATION PLAN	29365	02/16/17	3,500.00	58685
			Total For Dept 266 LEGAL & CONTRACTED SERVICES			23,149.38	
Dept 267 PROSECUTING ATTORNEY							
101-267-808.00	WITNESS FEES	CRAIG WATTERS	WITNESS FEE & MILEAGE (52 MILES @	121316	02/16/17	11.20	58666
101-267-808.00	WITNESS FEES	TIM KUBESH	WITNESS FEE & MILEAGE (28 MILE\$ @	021617	02/23/17	8.80	58782
101-267-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILLS	9780300591	02/23/17	39.39	58784
			Total For Dept 267 PROSECUTING ATTORNEY			59.39	
Dept 268 REGISTER OF DEEDS							
101-268-727.00	OFFICE SUPPLIES	VISA=AMY BISSELL	1 RED OPTICAL MOUSE	02/15/2017	02/16/17	21.19	58715
101-268-800.00	CONTRACTED SERVICES - LA	FIDLAR TECHNOLOGIES I	JANUARY 2017 LAREDO USAGE FEE	01/31/2017	02/23/17	552.20	58745
			Total For Dept 268 REGISTER OF DEEDS			573.39	
Dept 285 CENTRAL SERVICES							
101-285-727.10	PAPER SUPPLIES	OFFICE DEPOT	SKTD OF PAPER & 2 CS. COLORED PAPE	901298646001	02/16/17	1,670.00	58696
101-285-730.00	POSTAGE	RESERVE ACCOUNT	POSTAGE FOR METER BY PHONE	46789160	02/23/17	2,500.00	58772
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP,	PROSECUTOR'S OFFICE COPIER	145500	02/16/17	126.51	58705
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP,	ADMINISTRATION COPIER	144884	02/16/17	106.80	58705
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP,	EQUALIZATION & PRINTER ROOM	144907	02/16/17	279.35	58705
			Total For Dept 285 CENTRAL SERVICES			4,682.66	
Dept 301 SHERIFF							
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	13-2 ENG LIGHT- LOW TIRE PRESS SEN	23042	02/23/17	25.00	58789
101-301-749.00	VEHICLE REPAIRS	FOX GRAND TRAVERSE	14-2 02 SENSOR REPLACEMENT	FOCS482613	02/16/17	198.88	58670
101-301-752.10	DRY CLEANERS	EMBROIDME	SHIRT EMBROIDERY	R17337	02/16/17	19.00	58668
101-301-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL	9779545518	02/16/17	171.92	58714
101-301-850.00	TELEPHONE	TELNET WORLDWIDE	FEB '17	CORP-001824	02/23/17	602.92	58781
101-301-850.00	TELEPHONE	OTTAWA COUNTY SHERIFF	CELL PHONE BILLS	9780300591	02/23/17	263.02	58784
101-301-961.00	TRAINING & SCHOOLS	JOHN E REID AND ASSOC	2017 MARINE TRAINING ACADEMY DROSA	REGISTRATION	02/16/17	150.00	58597
101-301-961.00	TRAINING & SCHOOLS	MICHIGAN SHERIFFS ASS	INTERVIEW SCHOOL X 2 MILLER & K2	172848	02/23/17	1,100.00	58752
101-301-961.00	TRAINING & SCHOOLS	TASER	SUMMER CONFERENCE	20171090	02/23/17	275.00	58767
101-301-961.00	TRAINING & SCHOOLS		CARTRIDGES - TRAINING	SL1469424	02/23/17	696.10	58780
			Total For Dept 301 SHERIFF			3,501.84	
Dept 333 SECONDARY ROAD PATROL							
101-333-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	1,075.55	58658
101-333-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	120.61	58741
101-333-725.00	FRINGE BENEFITS	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	39.67	58759
			Total For Dept 333 SECONDARY ROAD PATROL			1,235.83	
Dept 334 ZERO TOLERANCE, BAILIFF							
101-334-729.10	SUPPLIES - CHEMICAL	ALCOPRO	334 MOUTHPIECES FOR DATAMASTER	0199697-IN	02/16/17	43.00	58654
101-334-961.00	TRAINING & SCHOOLS	TRAVERSE CITY AREA PU	CIVIL PROCESS CARDS	138829	02/16/17	35.00	58712
			Total For Dept 334 ZERO TOLERANCE, BAILIFF			78.00	
Dept 426 EMERGENCY MANAGEMENT							



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	BLUE CROSS BLUE SHIELD	BCBS PPO COVERAGE - DEC 2016 - MAR	007016437	02/16/17	2,205.72	58659
101-426-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	36.87	58741
101-426-725.00	FRINGE BENEFITS	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	39.74	58759
101-426-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILLS	9780300591	02/23/17	69.80	58784
101-426-860.00	TRAVEL	POST, FRANK	MILEAGE ENDING 2-11-17 WITH EMI RE	MILEAGE ENDING	02/16/17	164.78	58700
101-426-860.00	TRAVEL	VISA=FRANK POST	VISA CHARGES ENDING 2-13-17	VISA ENDING 2-1	02/23/17	60.00	58787
101-426-961.00	TRAINING & SCHOOLS	POST, FRANK	MILEAGE ENDING 2-11-17 WITH EMI RE	MILEAGE ENDING	02/16/17	38.12	58700
			Total For Dept 426 EMERGENCY MANAGEMENT			2,615.03	
Dept 649 MENTAL HEALTH							
101-649-836.00	APPROPRIATIONS	CENTRA WELLNESS NETWO	FEB 2017 MONTHLY APPROPRIATION	000431	02/23/17	9,646.88	58733
			Total For Dept 649 MENTAL HEALTH			9,646.88	
Dept 670 DHHS BOARD							
101-670-721.00	PER DIEM - DHS BOARD	BOWERS, JEAN	JANUARY DHHS PER DIEM	1312017	02/16/17	105.00	58661
101-670-721.00	PER DIEM - DHS BOARD	BOWERS, JEAN	NOVEMBER DHHS PER DIEM	11222016	02/16/17	35.00	58661
101-670-721.00	PER DIEM - DHS BOARD	HART, THOMAS	NOVEMBER DHHS PER DIEM	11222016	02/16/17	35.00	58676
101-670-721.00	PER DIEM - DHS BOARD	HART, THOMAS	DEC & JAN DHHS PER DIEM	02102017	02/16/17	280.00	58676
101-670-860.00	TRAVEL - DHS BOARD	BOWERS, JEAN	JANUARY DHHS MILEAGE	013117	02/16/17	21.40	58661
101-670-860.00	TRAVEL - DHS BOARD	BOWERS, JEAN	NOVEMBER DHHS MILEAGE	112216	02/16/17	10.70	58661
101-670-860.00	TRAVEL - DHS BOARD	HART, THOMAS	NOVEMBER DHHS MILEAGE	112216	02/16/17	16.05	58676
101-670-860.00	TRAVEL - DHS BOARD	HART, THOMAS	DEC & JAN DHHS MILEAGE	021017	02/16/17	96.30	58676
			Total For Dept 670 DHHS BOARD			599.45	
Dept 851 INSURANCE & BONDS							
101-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	228.15	58759
			Total For Dept 851 INSURANCE & BONDS			228.15	
Dept 852 MEDICAL INSURANCE							
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	28,251.15	58658
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CROSS BLUE SHIELD	BCBS PPO COVERAGE - DEC 2016 - MAR	007016437	02/16/17	(2,089.08)	58659
101-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	3,228.04	58741
101-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	1,184.86	58759
101-852-725.02	MI CLAIMS TAX ASSESSMENT	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	41.59	58741
101-852-874.00	MEDICAL INSURANCE - RET	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	145.06	58741
			Total For Dept 852 MEDICAL INSURANCE			30,761.62	
Dept 871 WORKERS COMPENSATION INSURANCE							
101-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	12,900.42	58687
			Total For Dept 871 WORKERS COMPENSATION INSURANCE			12,900.42	
			Total For Fund 101 GENERAL FUND			103,762.23	
Fund 205 TNT OFFICER WILLAGE FUND							
Dept 000							
205-000-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	1,075.55	58658
205-000-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	120.61	58741
205-000-725.00	FRINGE BENEFITS	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	36.53	58759
205-000-853.00	CELLULAR PHONES-TNT	VERIZON WIRELESS	CELL PHONE BILLS	9780300591	02/23/17	40.01	58784
			Total For Dept 000			1,272.70	
Dept 871 WORKERS COMPENSATION INSURANCE							
205-871-828.00	INSURANCE & BONDS	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	391.50	58687

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Fund 205 TNT OFFICER MILLAGE FUND							
Dept 871 WORKERS COMPENSATION INSURANCE							
Total For Dept 871 WORKERS COMPENSATION INSURANC							391.50
Total For Fund 205 TNT OFFICER MILLAGE FUND							1,664.20
Fund 206 SHERIFF'S K-9 FUND							
Dept 000							
206-000-967.00	PROJECT EXPENSES	THE TROPHY TROLLEY	K-9 APPRECIATION PLAQUE	54955	02/16/17	64.68	58707
Total For Dept 000							64.68
Total For Fund 206 SHERIFF'S K-9 FUND							64.68
Fund 213 JAIL OPERATIONS FUND							
Dept 265 BUILDING & GROUNDS							
213-265-783.00	EQUIP. SERVICES & SUPPLI	G.T. PACKAGING & JANI	DETERGENT, PAPER PROD	0214024-IN	02/16/17	277.45	58671
213-265-783.00	EQUIP. SERVICES & SUPPLI	GLEN LAKE ELECTRIC IN	SVC ELECTRICAL PANEL	11178	02/16/17	112.00	58672
213-265-783.00	EQUIP. SERVICES & SUPPLI	NORTHERN FIRE & SAFET	MAINT 2 FIRE EXTINGUISHERS	290102	02/16/17	64.00	58692
213-265-850.00	TELEPHONE	CHARTER COMMUNICATION	INTERNET-CABLE FEB '17	824512142001007	02/23/17	123.86	58734
213-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILLS	9780300591	02/23/17	55.08	58784
213-265-923.00	FUEL - NATURAL GAS	DTE ENERGY	NATURAL GAS	455802000014	02/23/17	1,806.37	58744
213-265-924.00	ELECTRIC	CONSUMERS ENERGY	ELECTRIC FEB '17	100000514313	02/23/17	3,704.29	58739
213-265-935.00	JAIL REPAIRS	SIMPLEX GRINNELL LP	BLOCK E REPAIR	83384769	02/23/17	303.00	58775
Total For Dept 265 BUILDING & GROUNDS							6,446.05
Dept 351 JAIL - CORRECTIONS							
213-351-752.00	PRISONERS LAUNDRY	G.T. PACKAGING & JANI	DETERGENT, PAPER PROD	0214024-IN	02/16/17	137.61	58671
213-351-961.00	TRAINING & SCHOOLS	LOUIS JOHNSON	TRAINING MEAL REIMB	EXPENSE REPORT	02/16/17	37.37	58683
213-351-961.00	TRAINING & SCHOOLS	MICHIGAN SHERIFFS ASS	SUMMER CONFERENCE	20171090	02/23/17	900.00	58767
213-351-961.00	TRAINING & SCHOOLS	TASER	CARTRIDGES - TRAINING	SL1469424	02/23/17	1,044.16	58780
213-351-963.00	COMPUTER EQUIPMENT	ID NETWORKS, INC.	JAIL MANAGEMENT SYSTEM 2017	271652	02/23/17	2,450.00	58751
213-351-980.01	BIO-HAZARDS EQUIPMENT	LOU'S GLOVES	GLOVES	016703	02/23/17	228.00	58760
Total For Dept 351 JAIL - CORRECTIONS							4,797.14
Dept 851 INSURANCE & BONDS							
213-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	47.09	58759
Total For Dept 851 INSURANCE & BONDS							47.09
Dept 852 MEDICAL INSURANCE							
213-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	12,046.17	58658
213-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	1,240.16	58741
213-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	327.36	58759
Total For Dept 852 MEDICAL INSURANCE							13,613.69
Dept 871 WORKERS COMPENSATION INSURANCE							
213-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	1,383.10	58687
Total For Dept 871 WORKERS COMPENSATION INSURANC							1,383.10
Total For Fund 213 JAIL OPERATIONS FUND							26,287.07
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-820.00	SNOW REMOVAL	A J'S EXCAVATING LLC	FLOWING AT STATION 2 X 7	6829	02/16/17	335.00	58652
214-265-820.00	SNOW REMOVAL	NORTHERN OUTDOOR	SNOW PLOWING AT STATION 3 X 7	00433	02/16/17	280.00	58694
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9779545518	02/16/17	36.01	58714
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	ALS CELL PHONE BILL	9780300592	02/23/17	233.02	58784
214-265-922.00	WATER & SEWER	CITY OF FRANKFORT	WATER SERVICE 1/10/17-2/9/17	3.62500.02	02/16/17	53.11	58665

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Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-924.00	ELECTRIC	CONSUMERS ENERGY	ELECTRIC 225 PARK	100013543556	02/23/17	134.31	58738
214-265-924.00	ELECTRIC	CONSUMERS ENERGY	ELECTRIC 227 PINE	100013543937	02/23/17	62.54	58738
			Total For Dept 265 BUILDING & GROUNDS			1,133.99	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-721.00	PER DIEM	FRANKE, JIM	EMS ADVISORY PER DIEM	02/21/2017	02/23/17	35.00	58746
214-655-721.00	PER DIEM	JOWETT, GAYLORD	EMS ADVISORY PER DIEM	02/21/2017	02/23/17	35.00	58753
214-655-721.00	PER DIEM	MARKEY, TIM	EMS ADVISORY PER DIEM	02/21/2017	02/23/17	35.00	58762
214-655-721.00	PER DIEM	MEAD, MICHAEL	EMS ADVISORY PER DIEM	02/21/2017	02/23/17	35.00	58764
214-655-721.00	PER DIEM	PARRISH, CHRIS	EMS ADVISORY PER DIEM	02/21/2017	02/23/17	35.00	58770
214-655-727.00	OFFICE SUPPLIES	VISA-CRAIG JOHNSON	DRY ERASE BOARD, MARKERS, INK PENS	STAPLES	02/23/17	94.97	58785
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	CHEMSTRIPS, ALBUTEROL, APROVENT, T	82401842	02/16/17	116.28	58660
214-655-735.00	MEDICAL SUPPLIES	ARROW INTERNATIONAL, EZ IO NEEDLES		94607025	02/23/17	1,342.56	58721
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	ASPRIN, IV CATHS, BAND-AIDS, T CONN	82409881	02/23/17	1,126.21	58731
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9060105736	02/16/17	255.45	58653
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9060105737	02/16/17	228.65	58653
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	CYLINDER RENTAL	9941981146	02/16/17	203.57	58653
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	CYLINDER RENTAL	9941981147	02/16/17	401.43	58653
214-655-749.00	VEHICLE REPAIRS	JUST TRUCKS INC	REPAIRS TO A22, BATTERIES, BACK UP	1026955	02/23/17	1,370.85	58755
214-655-751.00	UNIFORMS	ROBBIE'S DRY CLEANERS	PATCHES ON RUDY'S COAT/KATHRINES C	34878	02/16/17	20.00	58703
214-655-800.01	CONTRACTED SERVICES - BI	NORTH FLIGHT, INC.	BILLING AND COLLECTIONS	BEN0117	02/16/17	2,962.50	58691
214-655-800.05	CONTRACTED SERVICES - TH	THOMPSONVILLE AMBULAN	3 PATIENTS X 250.00 = 750.00	3 PATIENTS	02/16/17	750.00	58710
214-655-860.00	TRAVEL	FRANKE, JIM	EMS ADVISORY MILEAGE	02/21/17	02/23/17	5.35	58746
214-655-860.00	TRAVEL	MARKEY, TIM	EMS ADVISORY MILEAGE	02/21/17	02/23/17	10.70	58762
214-655-860.00	TRAVEL	MEAD, MICHAEL	EMS ADVISORY MILEAGE	02/21/17	02/23/17	7.49	58764
214-655-860.00	TRAVEL	PARRISH, CHRIS	EMS ADVISORY MILEAGE	02/21/17	02/23/17	15.52	58770
214-655-961.00	TRAINING & SCHOOLS	VISA-CRAIG JOHNSON	SMEMSIC I/C CONFERENCE	05693	02/16/17	75.00	58716
			Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)			9,161.53	
Dept 851 INSURANCE & BONDS							
214-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	39.04	59759
			Total For Dept 851 INSURANCE & BONDS			39.04	
Dept 852 MEDICAL INSURANCE							
214-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	12,046.16	58658
214-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	1,250.16	58741
214-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	193.72	58759
			Total For Dept 852 MEDICAL INSURANCE			13,490.04	
Dept 871 WORKERS COMPENSATION INSURANCE							
214-871-828.00	INSURANCE & BONDS	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	8,497.30	58687
			Total For Dept 871 WORKERS COMPENSATION INSURANCE			8,497.30	
Fund 216 SEASONAL ROAD PATROL FUND							
Dept 336 VILLAGE OF BEULAH							
216-336-970.00	EQUIPMENT	STALKER	RADARS	302758	02/23/17	3,638.00	58776
			Total For Dept 336 VILLAGE OF BEULAH			3,638.00	
Dept 871 WORKERS COMPENSATION INSURANCE							
216-871-828.00	INSURANCE & BONDS	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	83.12	58687
			Total For Dept 871 WORKERS COMPENSATION INSURANCE			83.12	

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Fund 216 SEASONAL ROAD PATROL FUND							
Total For Fund 216 SEASONAL ROAD PATROL FUND						3,721.12	
Fund 217 SNOWMOBILE PATROL FUND							
Dept 871 WORKERS COMPENSATION INSURANCE	217-871-828.00	INSURANCE & BONDS					
MICHIGAN COUNTIES WOR						32.01	58687
2017 SECOND QUARTER INSTALLMENT						32.01	
Total For Dept 871 WORKERS COMPENSATION INSURANCE						32.01	
Total For Fund 217 SNOWMOBILE PATROL FUND						32.01	
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000							
228-000-721.00	PER DIEM	ROGER SCHULTZ	022117		02/23/17	35.00	58773
228-000-800.00	CONTRACTED SERVICES	AMERICAN WASTE	1838014		02/16/17	16,143.82	58655
228-000-850.00	TELEPHONE	VERIZON WIRELESS	9780300591		02/23/17	65.08	58784
228-000-957.00	MISCELLANEOUS	A J'S EXCAVATING LLC	FRANKFORT SNOWFLOW	6916	02/23/17	255.00	58719
Total For Dept 000						16,498.90	
Dept 851 INSURANCE & BONDS							
228-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	4.88	58759
Total For Dept 851 INSURANCE & BONDS						4.88	
Dept 852 MEDICAL INSURANCE							
228-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	358.52	58658
228-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	36.87	58741
228-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	28.50	58759
Total For Dept 852 MEDICAL INSURANCE						423.89	
Dept 871 WORKERS COMPENSATION INSURANCE							
228-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	1,281.48	58687
Total For Dept 871 WORKERS COMPENSATION INSURANCE						1,281.48	
Total For Fund 228 SOLID WASTE/RECYCLING FUND						18,209.15	
Fund 241 LAND BANK AUTHORITY FUND							
Dept 000							
241-000-967.00	PROJECT EXPENSES	MICHIGAN ASSN OF LAND	MALB MEMBERSHIP FEE	021517	02/16/17	125.00	58686
Total For Dept 000						125.00	
Total For Fund 241 LAND BANK AUTHORITY FUND						125.00	
Fund 247 ANIMAL CONTROL FUND							
Dept 265 BUILDING & GROUNDS							
247-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILLS	9780300591	02/23/17	39.39	58784
247-265-924.00	ELECTRIC & HEATING	DTE ENERGY	BILL FOR FEB.	455802000022	02/23/17	178.47	58743
247-265-935.00	BUILDING REPAIRS	AZTEC PAINTING. INC	KENNEL POWERWASH AND PAINT/PRIMER	103-17-1	02/16/17	2,455.00	58657
Total For Dept 265 BUILDING & GROUNDS						2,672.86	
Dept 430 ANIMAL CONTROL							
247-430-727.00	OFFICE SUPPLIES	UNIFI EQUIPMENT FINAN	PAYMENT FOR FEB	275887	02/16/17	61.16	58713
247-430-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL FOR JAN	005117	02/23/17	70.99	58726
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EUTHANSIA- CAT 198-16 195-16 196-	262121	02/16/17	15.00	58699
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EUTHANSIA	262657	02/16/17	5.00	58699
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	2 FEMALE SPAY CATS 1 MALE NEUTER C	38071	02/23/17	422.70	58729
247-430-845.20	DISPOSALS & BURLALS	OAKWOOD PET CREMATION	2016 CREMATIONS	1/31/2017	02/16/17	210.00	58695
247-430-970.00	EQUIPMENT	NORTHERN FIRE AND SAF	ANNUAL FIRE INSPECTION	290103	02/16/17	154.50	58693

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Fund 247 ANIMAL CONTROL FUND							
Dept 430 ANIMAL CONTROL							
247-430-970.00	EQUIPMENT	KETCH-ALL COMPANY	2 SNAPPY SNARE 1 KETCH POLE 2 CAT	45636	02/23/17	302.50	58756
			Total For Dept 430 ANIMAL CONTROL			1,241.85	
Dept 851 INSURANCE & BONDS							
247-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	9.76	58759
			Total For Dept 851 INSURANCE & BONDS			9.76	
Dept 852 MEDICAL INSURANCE							
247-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	1,720.88	58658
247-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	142.64	58741
247-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	53.82	58759
			Total For Dept 852 MEDICAL INSURANCE			1,917.34	
Dept 871 WORKERS COMPENSATION INSURANCE							
247-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	469.72	58687
			Total For Dept 871 WORKERS COMPENSATION INSURANCE			469.72	
			Total For Fund 247 ANIMAL CONTROL FUND			6,311.53	
Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325 DISPATCH/COMMUNICATION							
261-325-727.00	OFFICE SUPPLIES	PIONEER GROUP	SUBSCRIPTION	0049332	02/23/17	35.40	58771
261-325-727.00	OFFICE SUPPLIES	VISA=RON BERN	SUPPLIES EQUIPMENT	FEB2017	02/23/17	421.73	58788
261-325-751.00	UNIFORMS	TELE-RAD, INC.	UNIFORM AND LAPTOP CASE	877577	02/16/17	79.98	58706
261-325-751.00	UNIFORMS	MICHAEL DRAEGER	FOOTWEAR ALLOWANCE	02192017	02/23/17	75.97	58765
261-325-830.00	911 MAINTENANCE CONTRACT	WESTEL INTERNATIONAL	MARCH SUPPORT	381	02/16/17	900.00	58717
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9779545518	02/16/17	2,055.14	58714
261-325-961.00	TRAINING & SCHOOLS	BERNS, RONALD	TRAVEL REIMBURSEMENT	FEB 2017	02/23/17	126.18	58728
261-325-963.00	COMPUTER SUPPORT	WYANT COMPUTER SERVIC	BLOCK TIME CAD	BT20694	02/16/17	1,440.00	58718
261-325-970.00	EQUIPMENT	TELE-RAD, INC.	UNIFORM AND LAPTOP CASE	877577	02/16/17	79.99	58706
261-325-970.00	EQUIPMENT	VISA=RON BERN	SUPPLIES EQUIPMENT	FEB2017	02/23/17	310.55	58788
			Total For Dept 325 DISPATCH/COMMUNICATION			5,524.94	
Dept 851 INSURANCE & BONDS							
261-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	58.56	58759
			Total For Dept 851 INSURANCE & BONDS			58.56	
Dept 852 MEDICAL INSURANCE							
261-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - MARCH 2017	170410025905	02/16/17	4,804.14	58658
261-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	MARCH 2017 DENTAL	RIS0001379685	02/23/17	496.89	58741
261-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	LIFE INSURANCE PREMIUMS	1481138	02/23/17	350.10	58759
			Total For Dept 852 MEDICAL INSURANCE			5,651.13	
Dept 871 WORKERS COMPENSATION INSURANCE							
261-871-828.00	WORKERS COM INSURANCE	MICHIGAN COUNTIES WOR	2017 SECOND QUARTER INSTALLMENT	3006	02/16/17	238.10	58687
			Total For Dept 871 WORKERS COMPENSATION INSURANCE			238.10	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			11,472.73	
Fund 262 DISPATCHER TRAINING FUND							
Dept 000							
262-000-961.00	TRAINING & SCHOOLS	PPOST, DAYTON	PPOST TRAVEL REIMBURSEMENT	02082017	02/16/17	143.25	58698
262-000-961.00	TRAINING & SCHOOLS	BERNS, RONALD	TRAVEL REIMBURSEMENT	FEB 2017	02/23/17	124.12	58728
262-000-961.00	TRAINING & SCHOOLS	VISA=RON BERN	SUPPLIES EQUIPMENT	FEB2017	02/23/17	94.62	58788

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 262 DISPATCHER TRAINING FUND							
Dept 000							
Total For Dept 000						361.99	
Total For Fund 262 DISPATCHER TRAINING FUND						361.99	
Fund 269 LAW LIBRARY FUND							
Dept 000							
269-000-901.00	RESOURCE MATERIALS	RELX INC. DBA LEXISNE	SUBSCRIPTION JAN 2017 LAW LIBRARY	3090824753	02/16/17	510.00	58702
269-000-901.00	RESOURCE MATERIALS	THOMPSON REUTERS-WEST	FEB 2017 LAW LIBRARY	835614191	02/16/17	672.30	58708
Total For Dept 000						1,182.30	
Total For Fund 269 LAW LIBRARY FUND						1,182.30	
Fund 292 CHILD CARE FUND							
Dept 000							
292-000-840.30	FOSTER CARE - ROOM & BOA	CHILD & FAMILY SERVIC	FOSTER CARE 48 DAYS K.SNYDER	FEB 2016	02/16/17	827.52	58664
292-000-840.30	FOSTER CARE - ROOM & BOA	JOSEPH GIDDIS	FOSTER CARE 9 DAYS FOR J.FAST	FEBRUARY 2016	02/16/17	155.16	58680
292-000-840.95	IN HOME CARE MISC.	CATHOLIC HUMAN SERVIC	SUBSTANCE ABUSE COUNSELING/ASSESSM	FEB 2017	02/16/17	374.00	58662
292-000-840.95	IN HOME CARE MISC.	GRACE DULANEY	TUTORING IHC CLIENT	FEB 16 2017	02/16/17	118.75	58674
292-000-840.95	IN HOME CARE MISC.	JAN HEVERLY	TUTORING IHC CLIENT	FEB 2016	02/16/17	75.00	58678
292-000-840.95	IN HOME CARE MISC.	REDWOOD TOXICOLOGY LA	DRUG TESTING	FEB 2016	02/16/17	105.00	58701
292-000-840.95	IN HOME CARE MISC.	UNIFI EQUIPMENT FINAN	COPIER/PRINTER LEASE	FEB 2016	02/16/17	78.15	58713
Total For Dept 000						1,733.58	
Total For Fund 292 CHILD CARE FUND						1,733.58	
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-721.00	PER DIEM	GINZEL, DALE J.	PER DIEM FOR JAN 2017	JAN2017	02/23/17	35.00	58747
293-000-839.10	VETERANS FINANCIAL AID	NEWBERRY PLUMBING & H	R&R FURNACE FOR JAMES CRAMER	14922	02/16/17	1,125.00	58690
293-000-839.10	VETERANS FINANCIAL AID	DENTAL CLINICS NORTH	DENTAL SERVICES FOR PATRICIA MCCAS	313646	02/23/17	267.00	58742
293-000-860.00	TRAVEL	GINZEL, DALE J.	MILEAGE FOR 2017	JAN 2017 MILE	02/23/17	15.66	58747
Total For Dept 000						1,442.66	
Total For Fund 293 VETERAN'S RELIEF FUND						1,442.66	
Fund 294 VETERANS TRUST FUND							
Dept 000							
294-000-839.10	VETERANS FINANCIAL AID	NEWBERRY PLUMBING & H	R&R FURNACE FOR JAMES CRAMER	23741	02/16/17	1,500.00	58690
Total For Dept 000						1,500.00	
Total For Fund 294 VETERANS TRUST FUND						1,500.00	
Fund 412 MCF RENOVATIONS FUND							
Dept 000							
412-000-810.00	LEGAL FEES	KUHN ROGERS PLC	LEGAL SERVICES JAN 26TH THRU FEB 1	8394-1	02/23/17	1,482.24	58757
412-000-810.00	LEGAL FEES	STRAUB, PETTIT, AND	PROFESSIONAL SERVICES THRU JAN 201	19	02/23/17	3,800.00	58778
412-000-967.00	PROJECT EXPENSES	CONSTOCK CONSTRUCTION	SERVICES THRU JAN 2017 FOR MAPLES	044	02/23/17	7,251.64	58737
Total For Dept 000						12,533.88	
Total For Fund 412 MCF RENOVATIONS FUND						12,533.88	
Fund 532 TAX FORECLOSURE FUND							
Dept 253 COUNTY TREASURER							
532-253-800.00	CONTRACTED SERVICES - RE	TITLE CHECK LLC	1/12 ANNUAL FEE FOR 2014 TAX CYCLE	1702-16	02/16/17	1,196.29	58711

02/23/2017 04:02 PM  
User: MARIDEE  
DB: Benzie County

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund Totals:						
	Fund 101 GENERAL FUND					103,762.23
	Fund 205 TNT OFFICER MIIAGE FUND					1,664.20
	Fund 206 SHERIFF'S K-9 FUND					64.68
	Fund 213 JAIL OPERATIONS FUND					26,287.07
	Fund 214 EMERGENCY MEDICAL SERVICES					32,321.90
	Fund 216 SEASONAL ROAD PATROL FUND					3,721.12
	Fund 217 SNOWMOBILE PATROL FUND					32.01
	Fund 228 SOLID WASTE/RECYCLING FUND					18,209.15
	Fund 241 LAND BANK AUTHORITY FUND					125.00
	Fund 247 ANIMAL CONTROL FUND					6,311.53
	Fund 261 911 EMERGENCY SERVICE FUND					11,472.73
	Fund 262 DISPATCHER TRAINING FUND					361.99
	Fund 269 LAW LIBRARY FUND					1,182.30
	Fund 292 CHILD CARE FUND					1,733.58
	Fund 293 VETERAN'S RELIEF FUND					1,442.66
	Fund 294 VETERANS TRUST FUND					1,500.00
	Fund 412 MCF RENOVATIONS FUND					12,533.88
	Fund 532 TAX FORECLOSURE FUND					1,196.29
	Fund 701 GENERAL AGENCY FUND					48,787.89
Total For All Funds:						272,710.21



**Finance Committee  
Meeting Notes  
February 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, Michelle Thompson, Maridee Cutler, Mitch Deisch, Amy Bissell,  
Doug Durand, Cameron Clark, Dan Smith, Ted Schendel, Ed Kowalski, Craig Johnson

Pledge of allegiance was given.

Agenda: Motion by Sauer, seconded by Carland, to approve the agenda as amended, adding BRA costs for ECT and Sears Estate Endowment for Commission on Aging. Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.

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

Public Input: None

Doug Durand, Senior Millage Discussion – He is requesting a millage renewal question this year – August or November; Doug stated that the senior millage rate is not sufficient to sustain its growth; October 2016 merged with Benzie Home Health Care; 0.66 mill does not cut it anymore; they would like to ask for an increased millage amount and would be able to provide additional services.

Frank suggests a shorter term.

Comm Walterhouse stated that we need a group to put together ideas.

Cameron Clark - Juvenile Transports – states that this has nothing to do with Child Care; this is a safety issue and how we pay to transport juveniles to and from detention facilities; the Judge has decided that the safest and most prudent way to transport juveniles to use the Sheriff Deputies and corrections officers for transports. The Judge will sign orders that the Sheriff Department will transport the juveniles; so you will need to put funds in the Sheriff budget for these added duties. We cannot use transport funds for the Sheriff, but we could use transport funds when using private individuals and get reimbursement.

Dan Smith – Control Room Counter Tops, Duct Work Cleaning Bid – Dan asks to replace the counter tops at a cost of \$3,800; the committee has asked that he get a bid from the company that is doing the floors.

Duct Work – Dan asked Stanley Steamer if the price would change if they split the work into two steps – he was told no, the price would not change if part is done this year and part next year.

**Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to proceed with the project to have the air ducts at the Jail cleaned at a cost of \$22,500 with Stanley Steamer. Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

Kyle Rosa – Medical Marihuana Operation & Oversight Grant – They have applied and received \$8,730.00 which is a 100% pay then reimburse program. They will use the funds to buy equipment to assist with various aspects of doing the job with medical marihuana and other drug cases.

**Motion by Walterhouse, seconded by Carland, to recommend to the Board of Commissioners to amend the 2016-17 Budget for fund 305 as follows:**

**Increase:**

101-305-539.00	State Grants	\$8,730.00
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**Increase:**

101-305-970.00	Equipment	\$8,730.00
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**Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

David Schaffer – RFP for Grant Discussion – he would like to apply for two grants Recycling Infrastructure Grant Program and Educational; total \$500,000 throughout the state; 25% match.

**Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to authorize David Schaffer to apply for two DEQ grants and use fund balance from the Solid Waste Department of up to \$20,000 toward the infrastructure grant and up to \$2,500 for the educational grant. Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

Frank Post – Homeland Security Grant: Requests budget amend for trainings.

**Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to amend the Emergency Management 2016-17 Budget as follows:**

**Increase:**

101-426-539.06	Homeland Security Grant	\$4,849.34
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**Increase:**

101-426-967.00	Region 7 Homeland Security Grants	\$4,849.34
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**Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

Mitch

- Mileage for Art Jeannot – Networks Northwest: Discussions held; no action taken.
- Amendment to recognize revenue from Rotary Grant for EDC Contracted Services: **Motion by Carland, seconded by Walterhouse, to recommend to the Board of Commissioners to amend the 2016-17 budget as follows:**

**Increase:**

101-266-800.00	Contracted Services – Econ Dev	\$15,000.00
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**Decrease:**

101-172-687.00	Refunds & Rebates – Admin	\$15,000.00
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**Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

Michelle:

- a. CDBG Housing Grant Amendment: Dawn requests the board amend the 2016-17 budget for housing projects:

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

**Increase:**

535-000-691.00	Budgeted Use of Fund Balance	\$20,000.00
535-000-655.00	Interest on Deposits	\$ 120.00
535-000-667.20	Mortgage Repayments	<u>\$ 4,200.00</u>
		\$24,320.00

**Increase:**

535-000-800.00	Contracted Services	\$15,000.00
535-000-815.30	Admin Fees – Legal Fees	\$ 2,000.00
535-000-815.40	Admin Fees – NMCAA	\$ 2,000.00
535-000-957.00	Miscellaneous	<u>\$ 5,320.00</u>
		\$24,320.00

**Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

- b. Hometown Giving Discussion: Michelle would like to offer the opportunity for individuals to make donations for funds that operate on donation, by credit card through Hometown Giving; there is no cost to the county for this, when donations are made a fee is added and that fee is paid by the donor. **Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to allow the County Treasurer to sign up for Hometown Giving donations, pending legal review regarding any possible conflict with the owner of Hometown Giving and Benzie County. Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

- c. Sears Estate Endowment for Commission on Aging: Michelle would like to be able to place the Sears Estate funds into an Endowment Fund with the Community Foundation. **Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to authorize the creation of an endowment fund with the remaining balance of the Sears Estate funds through the five-county regional Community Foundation. Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

Other:

BRA: The arrangement was that the bills that are submitted are paid at 50% with the balance deferred; however, interest is accruing; if we agree to pay the unpaid balance, they will write-off the interest; there is a desire to pay off the existing ECT charge with DTRF funds. **Motion by Carland, seconded by Sauer, to recommend to the Board of Commissioners to pay off the existing ECT balance to avoid the interest charges, with funds to come from the Delinquent Tax Revolving Funds. Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.**

3:52 p.m. Public Input: None

Motion by Carland, seconded by Walterhouse, to adjourn at 3:53 p.m. Ayes: Carland, Sauer and Walterhouse Nays: None Motion carried.

Dawn Olney  
Benzie County Clerk

DRAFT

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

1. To proceed with the project to have the air ducts at the Jail cleaned at a cost of \$22,500 with Stanley Steamer.
2. To amend the 2016-17 Budget for department 305 as presented.
3. To authorize David Schaffer to apply for two DEQ grants and use fund balance from the Solid Waste Department of up to \$20,000 toward the infrastructure grant and up to \$2,500 for the educational grant.
4. To amend the Emergency Management 2016-17 Budget as presented.
5. To amend the 2016-17 Budget for department 266 Legal & Contracted Services as presented.
6. To amend the CDBG Housing 2016-17 budget as presented.
7. To allow the County Treasurer to sign up for Hometown Giving donations, pending legal review regarding any possible conflict with the owner of Hometown Giving and Benzie County.
8. To authorize the creation of an endowment fund with the remaining balance of the Sears Estate funds through the five-county regional Community Foundation.
9. To pay off the existing ECT balance to avoid the interest charges, with funds to come from the Delinquent Tax Revolving Funds.

## BUDGET AMENDMENT REQUEST

FW-2C

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: 2/13/2017

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

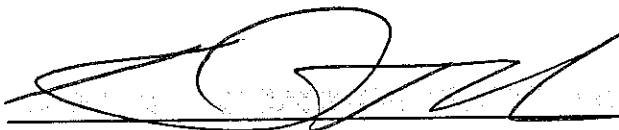
### Account to be Increased:

Line Number	Account Name	Amount
101 305 539.00	State Grants	8,730.00
Total \$		<u>8,730.00</u>

### Account to be Increased:

Line Number	Account Name	Amount
101 305 970.00	Equipment	8,730.00
Total		<u>8,730.00</u>

SIGNED: \_\_\_\_\_

 K. RAJA



## 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: 2/6/2017

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

### Account to be Increased:

Line Number	Account Name	Amount
535-000-691.00	Budgeted Use of Fund Balance	20,000.00
535-000-655.00	Interest on Deposits	120.00
535-000-667.20	Mortgage Repayments	4,200.00
Total \$		<u>24,320.00</u>

### Account to be Increased:

Line Number	Account Name	Amount
535-000-800.00	Contracted Services	15,000.00
535-000-815.30	Admin Fees -- Legal Fees	2,000.00
535-000-815.40	Admin Fees -- NMCAA	2,000.00
535-000-957.00	Miscellaneous	5,320.00
Total \$		<u>24,320.00</u>

SIGNED: \_\_\_\_\_

*Dawn Olney*

## 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: 1/27/2017

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

### Account to be Increased:

Line Number	Account Name	Amount
101-426-539.06	Homeland Security Grant	4,849.34

Total \$ 4,849.34

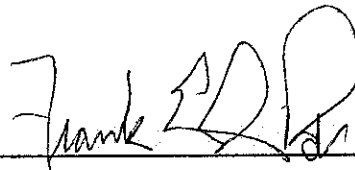
Grant Funding will be increased also

### Account to be Increased/Decreased:

Line Number	Account Name	Amount
101-426-967.00	Region 7 Homeland Security Grants	4,849.34

Total \$ 4,849.34

SIGNED: \_\_\_\_\_



## BUDGET AMENDMENT REQUEST

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

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

DATE: 1/17/2017

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

### Account to be Increased:

Line Number	Account Name	Amount
101-266-800.00	Contracted Services - Economic Development	15,000.00

Total \$ 15,000.00

### Account to be Decreased:

Line Number	Account Name	Amount
101-172-687.00	Refunds & Rebates Administration v# 15281	15,000.00

15,000.00

SIGNED: \_\_\_\_\_

*Marilyn Butler*

**OFFICE OF THE TREASURER****Michelle L. Thompson, Treasurer**

448 Court Place

Beulah, Michigan 49617

(231) 882-0011 Fax (231) 882-4844

www.benzieco.net

TO: Benzie County Board of Commissioners

FROM: Michelle Thompson, Treasurer

DATE: 02/17/17

RE: Auditor Bid Tabulation and Recommendation

Below is the bid tabulation for Auditing Services for FYE 9/30/17, 9/30/18, and 9/30/19 for Benzie County:

	2017	2018	2019
Abraham and Gaffney	\$27,900	\$28,700	\$29,500
Single Audit	included	included	included
F-65	n/a	n/a	n/a
Anderson Tackman Co.	\$25,000	\$25,000	\$25,000
Single Audit	2,500	2,500	2,500
F-65	included	included	included
Gabridge and Company	\$27,600	\$27,600	\$27,600
Single Audit	included	included	included
F-65	included	included	included

All of the bids were very close, and after studying each proposal, determined that all of these firms met our requirements.

The bid that stands out the most is Anderson Tackman Co.'s, as they have separated the cost of the single audit from the general audit. With that as a separate item, Anderson Tackman's bid becomes more economical, as Benzie County has not needed a single audit since approx. 2010, when we had a large federal grant. Since that time, the audit guidelines have increased the federal funds threshold for the single audit from \$500,000 to \$750,000, making it less likely that Benzie County will meet the requirement for a single audit. Another advantage with Anderson Tackman Co. is that they have been our auditors for the past three years, and did not raise their bid from the last contract, holding our costs down for the next three years.

I would recommend to the Board that we accept the bid from Anderson Tackman Co. as stated above.

**RECEIVED**

FEB 22 2017

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

# Human Resources (HR) Report

# Committee Appointments



# ACTION ITEMS

**2017 - 005**  
**BENZIE COUNTY, MICHIGAN**

**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**LOAN FUND APPLICATION – SLEEPING BEAR APIARIES**

**WHEREAS**, Sleeping Bear Apiaries is requesting a permanent working capital loan from the Community Development Block Grant Loan Fund in the amount of \$70,000 to be used to hire up to two (2) full-time positions over the course of two years; and

**WHEREAS**, at least 51% of these positions will be available to low to moderate income individuals; and

**WHEREAS**, the project is consistent with Benzie County's community development plans; and

**WHEREAS**, no project costs (CDBG or non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the CDBG project manager; and

**WHEREAS**, all requirements of the Benzie County Citizen Participation Plan (CPP) have been met.

**THEREFORE, BE IT RESOLVED**, that the Benzie County Board of Commissioners authorizes submittal of the application. Furthermore, that Coury Carland, Chair of the Benzie County Board of Commissioners, is authorized to sign the Part 2 Application and all attachments; the Grant Agreement and all amendments; and, Grant Payment Requests.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Coury Carland, Chair

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 28<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Dawn Olney, Benzie County Clerk

RECEIVED

FEB 15 2017

BENZIE COUNTY  
TREASURERS OFFICE

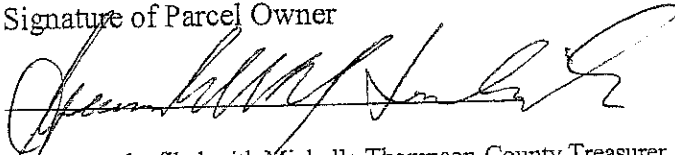
RECYCLING SURCHARGE APPEAL FORM

Date: 2/10/17  
Name: Ronald Hendricks  
Address: 14538 Brownell Rd  
Beulah MI 49617

Parcel# 026-022-02 Classification 401

Reason for Appeal House is vacant

Signature of Parcel Owner



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

Owns several commercial properties. This is the only residential property he owns. (He does not own the parcel listed above at 14538 Brownell Road.)

Submitted to BOC  
for 2/28/17 mtg.

# Benzie County Animal Control

## Millage

Animal Control is requesting a renewal of the millage for the next 4 years to be drafted as such. Renew at 0.0982 of one (1) mill, (0.0982 per \$1,000 of taxable value, for a period for four (4) year (2017-2020).

This millage is used for daily operations of the Benzie County Animal Control for such things as vehicle operations, building operation, medical expenses for sheltered animals, equipment for both ACO's, vehicles and buildings. It will also be used for office supplies and garbage service among many other purposes that the Benzie County Animal Control has to provide to the public.

For August 8, 2017 Election



To: Mitch Deisch County Administrator

From: Bill Kennis Benzie Bus Executive Director

Date: February 16, 2017

Subject: Changing BTA Articles of Incorporation

Our Board of Director's convened on February 15, 2017 and passed a motion changing the Bylaws Board size from 9 to 7 which requires action from the Commissioners to amend our Articles of Incorporation (attached). As you may know, in my 3-year tenure we haven't had a full Board. In fact, presently we have 7 members and 3 expire in April and will not be renewed leaving us 4.

We have surveyed other Transits and have learned that an average Board size is 5 members so a reduction to 7 appears to be closer with the industry average; BATA has 5.

Historically, fledgling organizations often require more board involvement and BTA once maintained 6 committees. Today, our structure is simpler and presently we have 2 active committees plus an Executive Committee that annually does my performance review. The Board only meets bi-monthly now and perhaps joining may appeal to a broader group.

Please let us know when the Commissioners may consider this recommendation and if our Board or I can pitch this idea at an upcoming meeting.

**RECEIVED**

FEB 17 2017

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

Benzie Transportation Authority, Inc.  
**BYLAWS AND RULES OF PROCEDURE**

Amended August 2010

**PREAMBLE**

This public body corporate, having been created pursuant to Act 196 of 1986, as amended, Public Acts of the State of Michigan (the "Act") is named BTA (the "Authority"), and pursuant to the Act, power is granted to the Board of Directors of the Authority (the "Board") to make such rules and bylaws for its government as it may deem appropriate, not inconsistent with the Act and Articles of Incorporation creating the Authority. The bylaws of the board are as follows:

**ARTICLE I - OFFICES**

Section 1. Office

The physical location of the Benzie Transportation Authority office and vehicle maintenance shall be 14150 U.S. Highway 31, Beulah, Michigan. For shipping and mailing purposes please use the following address: P.O. Box 341, Honor, Michigan 49640.

**ARTICLE II – BOARD OF DIRECTORS**

Section 1. General Powers

The property, affairs, and business of the Authority shall be managed by the Board to the extent of the powers and authority delegated to the Board by the Act and Articles of Incorporation. No person shall be entitled to exercise a proxy vote for any Board member.

Section 2. Number, Tenure and Qualifications

The governing body of the Authority is the Board. The Board shall consist of nine (9) Directors and one (1) Benzie County Commissioner as an ex-officio member who does not count for purposes of quorum and is not a voting member, who shall be appointed as provided in the Articles of Incorporation. The Board shall exercise all of the powers and duties set forth under the provisions of said Act and Articles of Incorporation.

**RECEIVED**

FEB 17 2017

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617



## **ARTICLE XII - NOTICES**

Any notices required by these Articles of Incorporation shall be deemed made when mailed certified mail, return receipt requested, to the Benzie County Clerk, to the Chairperson of the Board of Commissioners, and the Executive Director of the Benzie Transportation Authority.

## **ARTICLE XIII – DURATION OF THIS AGREEMENT**

These Articles of Incorporation shall continue indefinitely unless the Authority is dissolved as provided for herein.

## **ARTICLE XIV – STATUS OF THE BOARD**

The Benzie Transportation Authority and Authority Board established pursuant to these Articles of Incorporation shall be a separate legal public entity with the power to sue and be sued.

## **ARTICLE XV – AMENDMENT PROCEDURES**

These Articles of Incorporation may be amended only by agreement of the County, pursuant to resolution authorization by the Board of Commissioners and entered into in writing, and approved as may be required by Public Act 196 of 1986 (MCL 124.451, et seq.), as amended.

## **ARTICLE XVI – PUBLICATION**

These Articles of Incorporation shall be published by the Benzie County Clerk at least once in the Benzie County Record-Patriot, which circulates within the area proposed to be served by the Benzie Transportation Authority. The Benzie County Clerk shall file one (1) printed copy of these Articles of Incorporation each with the Michigan Secretary of State, the Benzie County Clerk, and the director of the Michigan Department of Transportation, as provided in Public Act 196 of 1986 (MCL 124.451, et seq.), as amended, and Act 7 of the Public Acts of 1967, as amended, MCL 124.501 et seq.

**ARTICLES OF INCORPORATION  
OF THE  
BENZIE TRANSPORTATION AUTHORITY**  
Amended August 16, 2010

**ARTICLE I – ESTABLISHMENT**

Pursuant to Public Act 196 of 1986 (MCL 124.451, et seq.), as amended, and pursuant to the Michigan Constitution of 1963, Article 7, Section 28, and 1967 PA 7, as amended, MCL 124.501 et seq., the duly elected Commissioners of Benzie County, State of Michigan, hereby establish a public entity to be known as the Benzie Transportation Authority.

The Incorporator of the Benzie Transportation Authority is the County of Benzie, 448 Court Place, Beulah, Michigan 49617.

The Benzie Transportation Authority is empowered to do anything authorized by 1986 PA 196, as amended, and to do any other lawful act reasonable and/or necessary, proper, suitable or convenient for the achievement or furtherance of the purposes above stated, except as may be expressly limited or restricted by this Agreement. The registered agent and address for the Benzie Transportation Authority address will be:

Susan M. Miller, Executive Director,  
Benzie Transportation Authority  
14150 U.S. Highway 31  
Beulah, Michigan 49617.  
Phone: 231-325-3000 ext. 5  
Fax: 231-325-3007  
E-mail: Susan@benziebus.net

**ARTICLE II – DEFINITIONS**

The following terms for this Agreement shall have the meanings attached to them:

**“Authority”** means the Benzie Transportation Authority.

**“Authority Board”** means the Benzie Transportation Authority Board of Directors.

**“Board of Commissioners”** means Benzie County Board of Commissioners.

**“County”** means Benzie County.

### **ARTICLE III – PURPOSE OF THE AUTHORITY**

The purpose of the Benzie Transportation Authority is to plan, promote, purchase, acquire, establish, own, lease, operate, or cause to be operated, maintained, improved, enlarged, or modernized, public transportation facilities and systems within and outside the territorial limits of Benzie County, pursuant to 1986 PA 196, as amended, MCL 124.451, et seq.

### **ARTICLE IV – AREA SERVED**

The service area of the “Authority” shall include, but not be limited to, Benzie County.

### **ARTICLE V – ESTABLISHMENT OF THE BOARD**

The County hereby establishes a Benzie Transportation Authority Board of Directors. The Board shall set policy and procedures governing the operation of the Benzie Transportation Authority and shall have ultimate authority regarding the exercise of the Benzie Transportation Authority powers. The Board shall be composed of nine (9) Directors and one (1) Benzie County Commissioner as an ex-officio member who does not count for purposes of quorum and is not a voting member, who must be at least 18 years of age and a resident of Benzie County. The Benzie County Board of Commissioners shall appoint all nine (9) persons to the Benzie Transportation Authority Board. The appointed Authority Board Directors may, but are not required to, come from the following general categories:

- Benzie County Road Commission

- Benzie County government
- Benzie County Council on Aging
- Benzie County Human Services Collaborating Body
- Benzie County public school or public school district
- Benzie County business
- Benzie County city or village
- Benzie County citizen at large (2)

**ARTICLE VI – TERM OF BOARD MEMBERSHIP,VACANCIES,  
REMOVAL FROM OFFICE**

All Authority Board Directors shall serve at the pleasure of the appointing Board of Commissioners and may be removed, before completing their full term, in the same manner by which they were appointed. All Authority Board Members, once appointed, shall continue to serve until reappointed, removed, replaced, or they resign.

The original Authority Board Directors shall be appointed at or after such time as this Agreement is approved by the Board of Commissioners.

The term of the office of three (3) original appointed Authority Board Directors shall expire on April 30, 2007, the term of the office of an additional four (4) original appointed Authority Board Directors shall expire on April 30, 2008, and the term of the office of the remaining three (3) original appointed Authority Board Directors shall expire on April 30, 2009.

In all cases, after completion of an original (one- (1) to three- (3) year) term, the successive term shall be fixed for a period of three (3) years, in perpetuity, and the terms of office shall expire on the thirtieth day of April. However, an appointee shall be deemed to have resigned in the event he or she ceases to maintain residency in Benzie County. All persons appointed to fill a vacancy created by the death, resignation, or removal of an appointed and serving Board Director shall serve to fill only the remaining term of the Director they replaced.

## **ARTICLE VII – BOARD DUTIES**

A. The Authority Board shall hold an initial meeting at a time and place selected and agreed to by the Authority Board Directors for the purpose of electing officers, adopting bylaws, and taking any other action the Authority Board deems necessary.

B. The Authority Board shall meet at least six (6) times per year at places and times fixed by the Authority Board.

C. The Benzie Transportation Authority shall hold an annual meeting and elect a Chairperson and Vice-Chairperson, who shall be members of the Authority Board. A Secretary-Treasurer shall be elected, who need not be a member of the Authority Board. At the annual meeting the Authority Board shall fix the date, time, and place of its regular meetings for the year, as practicable, and the Authority Board shall conduct other business as may be necessary.

1. Election of Officers. The election of the Chairperson and Vice-Chairperson shall be conducted upon the completion of appointments or reappointments of the Authority Board Directors by the Board of Commissioners. Elections are to be held by the Authority Board at the annual meeting. This nomination shall be made by the Directors present.
2. Duties. Chairperson of the Authority Board shall have the following powers and duties:
  - (a) He/She shall preside, when present, at all meetings of the Authority Board and shall consult with the Executive Director on the agenda for Regular and Special Authority Board meetings.
  - (b) In the absence or disability of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the Chairperson. Furthermore, the Vice-Chairperson shall perform such other duties as from time to time may be assigned to him/her by

the Authority Board. In the absence of the Chairperson and Vice-Chairperson, the Authority Board may appoint a temporary Chairperson to serve only for the meeting at which such temporary Chairperson is appointed.

- (c) Secretary/Treasurer. The Secretary/Treasurer shall keep an accurate record of all Regular and Special meetings of the Authority Board and submit such records for approval through the Authority Board. All accounting shall be done in accordance with Public Act 51 of 1951 (MCL 247.651, et seq.), as amended. The Secretary/Treasurer, shall cause to be conducted an annual audit, the results of which shall be forwarded to the Board of Commissioners.

D. The Authority Board shall keep a written or printed record of every meeting, which record shall be subject to the provisions of the Open Meetings Act, Public Act 276 of 1976 (MCL 38.581, et seq.), as amended, and the Michigan Freedom of Information Act, MCL 15.231, et seq.

E. The Authority Board shall adopt a system of accounts to conform to the system required by law and shall provide for the auditing of all accounts in accordance with Public Act 51 of 1951 (MCL 247.651, et seq.), as amended.

F. The Authority Board shall provide the Board of Commissioners with a quarterly financial report, and shall obtain an annual audit once a year by a certified public accountant in accordance with Public Act 51 of 1951 (MCL 247.651, et seq.), as amended, and shall forward a copy of the annual audit, when completed, to the Board of Commissioners.

G. The Authority Board shall adopt rules, regulations, and/or policies governing the employees, property, and facilities under its jurisdiction as the Authority Board deems reasonably necessary or proper for the conduct of Authority operations.

H. The Authority Board shall prepare or have prepared an annual report regarding the operation and financial condition of the Authority. The report



shall be made available to the public and provided to the County Board of Commissioners.

I. The Authority Board shall review, approve, and submit the annual program application required pursuant to Public Act 51 of 1951 (MCL 247.651, et seq.), as amended; and review and evaluate the quality, effectiveness, and efficiency of services being provided by its program.

J. The Authority Board shall take all actions, authorized by statute, to secure private, as well as Federal, State, and other public funds, to support the annual program and budget as adopted.

K. The Authority Board shall audit all claims against the Benzie Transportation Authority; and approve and authorize all contracts in accordance with State and Federal statutes.

L. The Authority Board shall review and evaluate the quality, effectiveness, and efficiency of services being provided by its programs.

M. The Authority Board shall not violate the provisions of the Michigan Handicappers' Civil Rights Act, Public Act 220 of 1976 (MCL 37.1101, et seq.), as amended, or the Elliot-Larsen Civil Rights Act, Public Act 453 of 1976 (MCL 37.2100, et seq.), as amended, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, gender, sexual orientation, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

N. The Authority Board shall purchase and maintain general liability and errors and omissions insurance, with policy limits reasonable in light of the Authority Board's responsibilities to protect against losses incurred or realized in the discharge of its functions. The Authority Board shall provide the County with evidence of such insurance coverage upon request. The Authority Board shall secure surety bonds for those employees and/or contractors designated by the

Authority Board to directly handle and process state, federal, and other funds received by the Authority

#### **ARTICLE VIII – POWERS OF THE BOARD**

The Authority Board shall have all the rights, powers, duties, and obligations set forth in the 1986 PA 196, as amended, and shall have the following powers and duties in addition to the other powers and duties stated under this Agreement, except as may be expressly limited or restricted by this Agreement:

A. To enter into contracts, including contracts for the purchase of transportation services with private persons and/or entities or public agencies.

B. To acquire ownership, custody, operation, maintenance, lease, or sale of real or personal property, subject to any limitation on the payment or funding therefore now or subsequently imposed by law.

C. To dispose of, divide, and distribute property.

D. To accept gifts, grants, assistance, funds, or bequests.

E. To incur debts, liabilities, or obligations, subject to any limitations thereon that are now or hereafter imposed by law. The Benzie Transportation Authority shall not have any authority to appropriate, spend, or obligate the funds or credit of the County. The County shall not be liable for the debts and obligations of the Benzie Transportation Authority.

F. To, in its own name, employ employees and agents, which employees or agents shall be considered employees or agents of the Authority Board. The Authority Board shall have the powers, duties and responsibility for establishing policies, guidelines, and procedures for employees and shall have the power, duty, and responsibility to establish wages and fringe benefits such as, but not limited to, sick leave, vacation leave, holidays, health insurance, pension and life insurance; to provide for workers' compensation and for any and

all other terms and conditions of employment of an employee of the Authority Board.

G. The Authority Board shall have the power to establish and collect rents, charges, fees, or fares from users of public transportation services or public transportation facilities.

#### **ARTICLE IX – EXECUTIVE DIRECTOR**

Authority Board of Directors. The Authority Board shall employ an Executive Director, by written contract for a term no longer than three (3) years, but which can be renewed or extended any number of terms, each term being no more than three (3) years, or may contract with a private firm to provide management or other services as it deems appropriate. The written contract shall identify the Executive Director's duties and responsibilities, as shall be determined by the Authority Board, which shall include the day-to-day operations of the Benzie Transportation Authority.

Executive Director. The Executive Director shall have the control and management of the bus system and shall be responsible for the business of the bus system and the employees. The Executive Director shall direct the enforcement of all resolutions, rules, and regulations adopted by the Authority Board. The Executive Director shall be responsible for all purchases on behalf of the bus system and exercise the powers of management as directed by the Board and its policies. The Executive Director shall serve at the will and pleasure of the Authority Board, subject to any conditions that the Authority Board may establish.

#### **ARTICLE X – FUNDING AND DISSOLUTION**

A. The Benzie Transportation Authority is to be financed by grants of money or property from the federal and state governments, other revenues from federal and state governments and government agencies, ridership fees, contract user fees, advertising fees, private donations, taxes authorized by the voters of Benzie County, voluntary contributions from federal, state, and local

governmental units, usual bus authority operations, and other means as authorized by statute.

B. The Authority Board shall have the budgetary and financial control over the Benzie Transportation Authority, which shall operate on an October 1<sup>st</sup> through September 30<sup>th</sup> fiscal year.

C. The Benzie Transportation Authority shall cease operations if a local mileage approved in calendar year 2006 is not maintained or renewed at any amount for any 18-month period.

D. Should the Benzie Transportation Authority cease operations under Subsection C or D of this Article X, the Transportation Authority shall, upon winding down of its affairs, be deemed dissolved. The Authority Board, upon the cessation of operations under Subsection C or D of this Article X, shall hold a formal meeting for the purpose of dissolution and winding down the Authority's affairs, and shall prepare a final report, including a financial report, and transmit the same to the Board of Commissioners. Upon the termination of the Transportation Authority, the County shall receive from the Authority Board such real and personal property as is then held by the Transportation Authority after the payment by the Transportation Authority of all outstanding debts and obligations, including the return to the Federal and/or State governments, or other governmental entities, such real and/or personal property as those entities have a legitimate legal claim to receive. If deemed necessary to fully effectuate the dissolution of the Benzie Transportation Authority, a request shall be made, by either the Board of Commissioners or the Authority Board, on behalf of the Benzie Transportation Authority to the Michigan Legislature for dissolution of the Authority.

#### **ARTICLE XI - INFORMATION**

The Authority Board on a timely basis shall provide to Benzie County, as requested, any and all information related to the operations of the Authority Board.

## **ARTICLE XII - NOTICES**

Any notices required by these Articles of Incorporation shall be deemed made when mailed certified mail, return receipt requested, to the Benzie County Clerk, to the Chairperson of the Board of Commissioners, and the Executive Director of the Benzie Transportation Authority.

## **ARTICLE XIII – DURATION OF THIS AGREEMENT**

These Articles of Incorporation shall continue indefinitely unless the Authority is dissolved as provided for herein.

## **ARTICLE XIV – STATUS OF THE BOARD**

The Benzie Transportation Authority and Authority Board established pursuant to these Articles of Incorporation shall be a separate legal public entity with the power to sue and be sued.

## **ARTICLE XV – AMENDMENT PROCEDURES**

These Articles of Incorporation may be amended only by agreement of the County, pursuant to resolution authorization by the Board of Commissioners and entered into in writing, and approved as may be required by Public Act 196 of 1986 (MCL 124.451, et seq.), as amended.

## **ARTICLE XVI – PUBLICATION**

These Articles of Incorporation shall be published by the Benzie County Clerk at least once in the Benzie County Record-Patriot, which circulates within the area proposed to be served by the Benzie Transportation Authority. The Benzie County Clerk shall file one (1) printed copy of these Articles of Incorporation each with the Michigan Secretary of State, the Benzie County Clerk, and the director of the Michigan Department of Transportation, as provided in Public Act 196 of 1986 (MCL 124.451, et seq.), as amended, and Act 7 of the Public Acts of 1967, as amended, MCL 124.501 et seq.

**ARTICLE XVII – EFFECTIVE DATE**

These Articles of Incorporation shall become effective and the Benzie Transportation Authority operative on the date duly signed below. The validity of the incorporation shall be conclusively presumed unless questioned in a court of competent jurisdiction within 60 days after the publication of the Articles of Incorporation.

**ARTICLE XVIII – EFFECTUATION OF ARTICLES**

The adoption of these Articles of Incorporation shall be evidenced by an endorsement on these Articles of Incorporation by the Chair of the Benzie County Board of Commissioners and the Benzie County Clerk.

The foregoing Articles of Incorporation were adopted by resolution, attached herein, by an affirmative vote of a majority of the members serving on the Benzie County Board of Commissioners at a meeting duly held on the 18th day of April, A.D., 2006.

Effectuated By:

\_\_\_\_\_  
Don Howard, Chairman  
Benzie County Board of Commissioners

Date: May 1, 2006

\_\_\_\_\_  
Dawn Olney, Benzie County Clerk

Date: May 1, 2006

**SOLID WASTE COLLECTION SERVICES CONTRACT for  
ELECTRONIC WASTE COLLECTION SERVICES**

THIS CONTRACT, is made and entered into this \_\_\_\_ day of February, 2017, by and between Benzie County, a political subdivision of the State of Michigan, with offices located at the Government Center, 448 Court Place, Beulah, MI 49617 (hereinafter "County") and Bay Area Recycling for Charities, a Domestic Nonprofit Corporation duly registered to do business in the State of Michigan, with offices at 1732 Barlow Street Traverse City, Mi. 49684 (hereinafter "Contractor").

**RECITALS**

WHEREAS, the County is engaged in various waste collection and waste recycling activities; and

WHEREAS, the County has requested proposals from qualified companies interested in performing Electronic Waste Collection Services for the County; and

WHEREAS, a proposal for the provision of such services by the Contractor has been received and

WHEREAS, the County has determined said proposal to be responsible, the most responsive to its needs, and the one which presents the greatest value per its cost; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

**1. CONTRACTOR'S OBLIGATIONS.**

The services to be provided by the Contractor are detailed in Attachment A entitled **"Contractor's Service Specifications"** and are incorporated herein by reference. The Contractor shall see that all work done pursuant to this contract is accomplished with work forces and equipment which are adequate to insure the satisfactory performance of the services set forth in Attachment A.

A. Failure on the part of the Contractor. Failure to perform such services adequately or timely may be excused only by adverse conditions caused by weather or similar hindrances beyond the control of the Contractor.

B. In the event the Contractor is unable to perform specified services, the Contractor shall provide an alternative service provider at no added expense to the County. If the County has to supply an alternative service provider, the Contractor will be billed for any additional costs incurred and shall be responsible for payment of same.



2. INITIAL CONTRACT TERM.

The initial term of this contract shall be for a period commencing on February\_\_\_\_, 2017, and running through and ending on December 31, 2017.

3. EXTENSION OPTIONS.

A. Contractor's One-Year Extension Option.

The Contractor may request a one- year contract extension by presenting written notice of such request to the County no less than six (6) months prior to the current contract expiration date. Granting a request for a contract extension shall be at the sole discretion of the County. If the County agrees to accept the Contractor's request for an extension, the County and the Contractor will then initiate negotiations for a new contract. Both parties shall negotiate in good faith and conclude negotiations in time for a County Board decision on the new contract no less than four (4) months prior to the current contract expiration date.

B. County's Right to Extend Contract.

The County may extend the contract at any time and postpone the contract termination date, subject to written approval by the Contractor.

4. TERMINATION BY THE COUNTY.

The County may, after giving the Contractor seven (7) days written notice, terminate this contract for any of the following reasons, any one of which shall constitute a material breach of this contract:

A. The Contractor fails to perform the services set forth in Attachment A in a timely or effective manner, and fails to correct the deficiency within thirty (30) days after receiving written notice from the County of such failure; or, if the cure cannot be completed within thirty (30) days.

B. The Contractor violates any municipal, county, state or federal law, rule or regulation in the performance of the services set forth in Attachment A.

C. The Contractor commences a voluntary bankruptcy proceeding under any chapter of the U. S. Bankruptcy Code, as now or hereafter in effect.

D. A petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of said filing, or if a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time.

E. The Contractor assigns this contract or any portion thereof, or assigns any of its performance obligations required by Attachment A without the prior written approval of the County.

F. The Contractor fails to take prompt corrective action with respect to complaints received as set forth in Paragraph 7 of this contract.

5. TERMINATION BY THE CONTRACTOR.

The Contractor may stop service or terminate the contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety (90) days by the County. Under this circumstance, the Contractor may, upon seven day's written notice to the County, terminate the Contract and recover from the County payment for completed services.

6. COMPENSATION.

The Contractor shall be compensated for Electronic Waste Collection services performed under this contract in the manner and at the rates specified in Attachment B. The Contractor shall submit an invoice for such services to the Benzie County Solid Waste Department. The invoices shall be in a form as specified in Attachment B which is incorporated herein by reference and which is entitled "Contractor's Compensation."

The County shall pay the Contractor for said invoices within thirty (30) days of receipt of said invoice.

7. COMPLAINTS.

Complaints received by the County from anyone relative to the services set forth in Attachment A will be recorded by the County in writing listing the nature of the complaint, the date and time of the alleged occurrence, and the name, address and telephone number of the complainant. A written copy of the complaint listing the nature of complaint and corrective action recommended by the County, shall be submitted to the Contractor as soon as possible after the complaint is received. The Report provided to the County, as set forth in Attachment A, shall list any complaints received during the reporting period and any follow-up action taken by the Contractor.

8. OWNERSHIP AND RESPONSIBILITY FOR MATERIAL COLLECTED.

Handling of all Electronic materials is the responsibility of the Contractor.

9. INDEPENDENT CONTRACTOR.

The Contractor shall be deemed an independent contractor, and not an employee or officer of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, shall not be considered employees or officials of the County. Any and all claims that might arise on behalf of employees of Contractor or other persons as a consequence of any act or omission on the part of said employees of Contractor shall in no way be the obligation or responsibility of the County. The Contractor fully understands all consequences, financial and legal, of the status of an independent contractor.

10. INDEMNIFICATION.

The Contractor shall Indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or its agent's or employee's actions or negligence in the performance of this contract.

11. INSURANCE.

Prior to the commencement of any services under this contract, the Contractor shall provide the County with written proof that it has in effect the policies of insurance set forth below. Compliance by the Contractor with the requirements to carry insurance and furnish certificates thereof shall not relieve the Contractor from any liability assumed under any provisions of this contract.

A. Worker's Compensation Insurance.

The Contractor shall maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

B. Comprehensive General Liability Insurance.

The Contractor shall maintain during the life of this contract, Comprehensive General Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$1,000,000 any one person and in the minimum sum of \$1,000,000 for two or more persons for the same occurrence, and for damage of property in the minimum sum of \$500,000.

Benzie County shall be named as an additional insured party on said policy for incidents arising out of the Contractor's performance of this contract to the extent of the Contractor's indemnification obligation under paragraph 11, above.

Said policy shall provide that the coverage may not be terminated or changed by the insurer except upon ten days written notice to the County.

C. MOTOR VEHICLE INSURANCE.

The Contractor is also required to provide no fault motor vehicle insurance for all motor vehicles used in its performance of this contract. Such insurance shall be in such amounts as determined satisfactory from time to time by the County Administrator or such other County officer or employee designated by the County Board of Commissioners.

12. NON-DISCRIMINATION.

The Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign this contract, or any part thereof, nor shall the Contractor subcontract this contract, or any part thereof, without the prior written approval of the County. Such prohibition shall also apply to any assignment by way of sale, merger or acquisition of the Contractor company without the prior written approval of the County.

14. COMPLIANCE WITH ALL LAWS AND OTHER REQUIREMENTS.

The Contractor shall comply with all municipal, county, state, and federal laws, rules, regulations, ordinances and specifications. The Contractor shall obtain all required licenses necessary to perform the services set forth in Attachment A.

15. DISPUTE RESOLUTION.

If a dispute arises between the parties relative to any of the terms or conditions of this contract, including any of the attachments incorporated herein, and except where it is necessary to seek injunctive relief from the Circuit Court to prevent irreparable harm, the County and the Contractor agree to meet at the request of either party to discuss said dispute. At such meeting, the parties shall try to identify the issues involved in the dispute and to explore methods of resolving the dispute.

The parties shall make a good faith effort to meet and resolve the dispute within thirty (30) days of the initial notice of the dispute. If such meeting does not resolve the dispute, or as an alternative to such meeting, and except where it is necessary to seek injunctive relief from the Circuit Court to prevent irreparable harm, the parties shall engage in a mediation of the dispute before a mediator agreed to by both parties. If the parties cannot agree on a mediator, they shall ask the ADR Clerk of the 19<sup>th</sup> Judicial Circuit Court to designate a mediator from the court's list of qualified mediators. Such mediation shall be completed within thirty (30) days from the appointment of the mediator, but no later than sixty (60) days from the date of the initial notice of the dispute.

Except where it is necessary to seek injunctive relief from the Circuit Court to prevent irreparable harm, only after the parties have participated in a mediation which did not resolve the dispute may either party pursue any legal remedy it has, including litigation. The parties may also agree to resolve the dispute through binding arbitration in accordance with such procedures as the parties may then agree to.

16. NOTICES.

Whenever a notice from one party to the other party is required by this contract, or whenever one party wishes to otherwise put the other party on notice of any matter, such notice shall be given to the following designated person(s) for each party at the following addresses:

Benzie County: County Administrator  
or other County Official designated by the Board of Commissioners  
Government Center  
448 Court Place  
Beulah, MI 49617

With a copy to:  
Benzie County Clerk  
Government Center  
448 Court Place  
Beulah, MI 49617

Contractor: Bay Area Recycling For Charities  
Andy Gale  
Account Executive  
1732 Barlow Street  
Traverse City, Mi. 49684

Unless the parties agree otherwise in writing, such notice shall be sent to the other party by first class mail, postage fully prepaid, to the above addresses. Simultaneously, such notice may be sent to the email addresses, if any, of the above persons.

#### 17. SEVERABILITY

This contract is subject to the laws of the United States of America, the State of Michigan and Ordinances of Benzie County. If any provision of this contract shall be held to be contrary to any such law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of this contract shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Contract.

#### 18. GOVERNING LAW.

This contract shall be deemed to be made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.

19. MODIFICATION.

Any alterations, variations, modification or waivers of the provisions of this contract shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and the Contractor and attached to this contract.

20. REPRESENTATIONS.

The County and the Contractor each represent to the other that, by their respective execution of this contract, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

21. INTEGRATION.

The Parties agree that the entire agreement between the Parties is contained herein and that this contract, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and date first set forth herein set their hands.

BENZIE COUNTY

\_\_\_\_\_  
By: Coury Carland  
Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

BAY AREA RECYCLING FOR CHARITIES

\_\_\_\_\_  
By: Andy Gale  
Account Executive

Date: \_\_\_\_\_

ATTACHMENT A – Contractor’s Service Specifications

ATTACHMENT B – Contractor’s Compensation



**Attachment A**  
**CONTRACTOR'S SERVICE SPECIFICATIONS**

1. Overview: The Contractor will provide Electronic Waste collection services according to the schedule set for 2017 collection events.

Saturday, June 17, 2017 at 404 Parkview Lane, Frankfort, MI 49635

Saturday, August 5, 2017 at 7276 Ole White Drive, Lake Ann, MI 49650

All collection events are scheduled from 8:00 a.m. until Noon

2. General Description of the Work: The work to be performed under this contract shall consist of providing electronic waste collection services for the County in accordance with the provisions of this Agreement.

The Contractor shall:

- a. Provide the appropriate transportation vehicles, packaging supplies and equipment necessary to safely package, complete the shipping papers and load the collected mattresses and electronic waste for transport to the BARC (Bay Area Recycling for Charities) facility.
- b. Supply verification of appropriate transportation licenses, liability insurance and of a US EPA recycling facility license before the date of the first removal.
- c. Provide personnel and equipment at the collection site at least one hour prior to the event and be prepared to successfully accept mattresses and electronic waste delivered to the collection event location by the citizens of Benzie County.
- d. Expect the County to provide a collection site that includes an impervious hard surface such as asphalt or concrete and to provide bathrooms and running water.
- e. Expect the County to provide workers or volunteers that administrate traffic control and help unload equipment from cars.
- f. Leave the collection site in a timely manner, once all waste has been loaded for transport.
- g. Be named as the Generator of the mattresses and electronic waste on all shipping papers and documentations.
- h. Dispose of the mattresses and electronic waste collected from Benzie County properly and according to the Federal, State and Local regulations and to recycle the waste whenever appropriate and possible, to lessen the impact to the environment and to Benzie County.
- i. Provide documentation of the processing of mattresses and electronics, including location of processing sites, end materials which result from processing and examples of recycling / disposal markets for each end material (glass, plastic, metals, etc.).
- j. Bill for services rendered according to the prices shown on Attachment B.
- k. Expect the County to pay for services rendered according to the prices shown in Attachment B.

**ATTACHMENT B**

**CONTRACTOR'S COMPENSATION**

COMPANY NAME: Bay Area Recycling For Charities

1) Mobilization

Flat Rate per Collection Event: \$ 680.00 (total)

Mattress Trailer Fee: \$ 340.00 (total)

2) Processing and Recycling

Televisions & CRT Monitors	\$ <u>0.20</u> /(per pound)
Computer Equipment	\$ <u>0.20</u>
Miscellaneous Electronic Items	\$ <u>0.20</u>
Mattresses	\$ <u>10.00</u> /(per unit)

- Forklift and / or Pallet Jack will be provided by contractor as on-site equipment available at the event at no additional costs.
- All disposal costs reflect all costs associated with disposal including US DOT shipping containers and necessary packing supplies.

**SOLID WASTE COLLECTION SERVICES CONTRACT for  
HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**

THIS CONTRACT, is made and entered into this \_\_\_\_ day of February, 2017, by and between Benzie County, a political subdivision of the State of Michigan, with offices located at the Government Center, 448 Court Place, Beulah, MI 49617 (hereinafter "County") and SQS Inc. dba ERG Environmental Services, a corporation duly registered to do business in the State of Michigan, with offices at 13040 Merriman Road, Suite 200, Livonia, MI 48150, (hereinafter "Contractor").

**RECITALS**

WHEREAS, the County is engaged in various waste collection and waste recycling activities; and

WHEREAS, the County has requested proposals from qualified companies interested in performing Household Hazardous Waste Collection Services for the County; and

WHEREAS, a proposal for the provision of such services by the Contractor has been received and

WHEREAS, the County has determined said proposal to be responsible, the most responsive to its needs, and the one which presents the greatest value per its cost; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

**I. CONTRACTOR'S OBLIGATIONS.**

The services to be provided by the Contractor are detailed in Attachment A entitled "**Contractor's Service Specifications**" and are incorporated herein by reference. The Contractor shall see that all work done pursuant to this contract is accomplished with work forces and equipment which are adequate to insure the satisfactory performance of the services set forth in Attachment A.

A. Failure on the part of the Contractor. Failure to perform such services adequately or timely may be excused only by adverse conditions caused by weather or similar hindrances beyond the control of the Contractor.

B. In the event the Contractor is unable to perform specified services, the Contractor shall provide an alternative service provider at no added expense to the County. If the County has to supply an alternative service provider, the Contractor will be billed for any additional costs incurred and shall be responsible for payment of same.

2. INITIAL CONTRACT TERM.

The initial term of this contract shall be for a period commencing on February \_\_\_\_, 2017, and running through and ending on December 31, 2017.

3. EXTENSION OPTIONS.

A. Contractor's One-Year Extension Option.

The Contractor may request a one-year contract extension by presenting written notice of such request to the County no less than six (6) months prior to the current contract expiration date. Granting a request for a contract extension shall be at the sole discretion of the County. If the County agrees to accept the Contractor's request for an extension, the County and the Contractor will then initiate negotiations for a new contract. Both parties shall negotiate in good faith and conclude negotiations in time for a County Board decision on the new contract no less than four (4) months prior to the current contract expiration date.

B. County's Right to Extend Contract.

The County may extend the contract at any time and postpone the initial contract termination date, subject to written approval by the Contractor.

4. TERMINATION BY THE COUNTY.

The County may, after giving the Contractor seven (7) days written notice, terminate this contract for any of the following reasons, any one of which shall constitute a material breach of this contract:

A. The Contractor fails to perform the services set forth in Attachment A in a timely or effective manner, and fails to correct the deficiency within thirty (30) days after receiving written notice from the County of such failure; or, if the cure cannot be completed within thirty (30) days.

B. The Contractor violates any municipal, county, state or federal law, rule or regulation in the performance of the services set forth in Attachment A.

C. The Contractor commences a voluntary bankruptcy proceeding under any chapter of the U. S. Bankruptcy Code, as now or hereafter in effect.

D. A petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of said filing, or if a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time.

E. The Contractor assigns this contract or any portion thereof, or assigns any of its performance obligations required by Attachment A without the prior written approval of the County.

F. The Contractor fails to take prompt corrective action with respect to complaints received as set forth in Paragraph 7 of this contract.

5. TERMINATION BY THE CONTRACTOR.

The Contractor may stop service or terminate the contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety (90) days by the County. Under this circumstance, the Contractor may, upon seven day's written notice to the County, terminate the Contract and recover from the County payment for completed services.

6. COMPENSATION.

The Contractor shall be compensated for all Household Hazardous Waste Collection services performed under this contract in the manner and at the rates specified in Attachment B. The Contractor shall submit an invoice for such services to the Benzie County Solid Waste Department. The Contractor will invoice Grand Traverse County for all Clean Sweep qualifying materials collected in Benzie County. The invoices shall be in a form as specified in Attachment B which is incorporated herein by reference and which is entitled "Contractor's Compensation."

The County shall pay the Contractor for said invoices within thirty (30) days of receipt of said invoice.

7. COMPLAINTS.

Complaints received by the County from anyone relative to the services set forth in Attachment A will be recorded by the County in writing listing the nature of the complaint, the date and time of the alleged occurrence, and the name, address and telephone number of the complainant. A written copy of the complaint listing the nature of complaint and corrective action recommended by the County, shall be submitted to the Contractor as soon as possible after the complaint is received. The Report provided to the County, as set forth in Attachment A, shall list any complaints received during the reporting period and any follow-up action taken by the Contractor.

8. OWNERSHIP AND RESPONSIBILITY FOR MATERIAL COLLECTED.

Handling of all Hazardous materials from the vehicles is the responsibility of the Contractor. All participants will be directed to remain in their vehicles as the household hazardous materials are removed by the Contractor.

9. INDEPENDENT CONTRACTOR.

The Contractor shall be deemed an independent contractor, and not an employee or officer of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, shall not be considered employees or officials of the County. Any and all claims that might arise on behalf of employees of

Contractor or other persons as a consequence of any act or omission on the part of said employees of Contractor shall in no way be the obligation or responsibility of the County. The Contractor fully understands all consequences, financial and legal, of the status of an independent contractor.

#### 10. INDEMNIFICATION.

The Contractor shall Indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or its agent's or employee's actions or negligence in the performance of this contract.

#### 11. INSURANCE.

Prior to the commencement of any services under this contract, the Contractor shall provide the County with written proof that it has in effect the policies of insurance set forth below. Compliance by the Contractor with the requirements to carry insurance and furnish certificates thereof shall not relieve the Contractor from any liability assumed under any provisions of this contract.

##### A. Worker's Compensation Insurance.

The Contractor shall maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

##### B. Comprehensive General Liability Insurance.

The Contractor shall maintain during the life of this contract, Comprehensive General Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$1,000,000 any one person and in the minimum sum of \$1,000,000 for two or more persons for the same occurrence, and for damage of property in the minimum sum of \$500,000.

Benzie County shall be named as an additional insured party on said policy for incidents arising out of the Contractor's performance of this contract to the extent of the Contractor's indemnification obligation under paragraph 11, above.

Said policy shall provide that the coverage may not be terminated or changed by the insurer except upon ten days written notice to the County.

##### C. MOTOR VEHICLE INSURANCE.

The Contractor is also required to provide no fault motor vehicle insurance for all motor vehicles used in its performance of this contract. Such insurance shall be in such amounts as determined satisfactory from time to time by the County Administrator or such other County officer or employee designated by the County Board of Commissioners.

12. NON-DISCRIMINATION.

The Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign this contract, or any part thereof, nor shall the Contractor subcontract this contract, or any part thereof, without the prior written approval of the County. Such prohibition shall also apply to any assignment by way of sale, merger or acquisition of the Contractor company without the prior written approval of the County.

14. COMPLIANCE WITH ALL LAWS AND OTHER REQUIREMENTS.

The Contractor shall comply with all municipal, county, state, and federal laws, rules, regulations, ordinances and specifications. The Contractor shall obtain all required licenses necessary to perform the services set forth in Attachment A.

15. DISPUTE RESOLUTION.

If a dispute arises between the parties relative to any of the terms or conditions of this contract, including any of the attachments incorporated herein, and except where it is necessary to seek injunctive relief from the Circuit Court to prevent irreparable harm, the County and the Contractor agree to meet at the request of either party to discuss said dispute. At such meeting, the parties shall try to identify the issues involved in the dispute and to explore methods of resolving the dispute.

The parties shall make a good faith effort to meet and resolve the dispute within thirty (30) days of the initial notice of the dispute. If such meeting does not resolve the dispute, or as an alternative to such meeting, and except where it is necessary to seek injunctive relief from the Circuit Court to prevent irreparable harm, the parties shall engage in a mediation of the dispute before a mediator agreed to by both parties. If the parties cannot agree on a mediator, they shall ask the ADR Clerk of the 19<sup>th</sup> Judicial Circuit Court to designate a mediator from the court's list of qualified mediators. Such mediation shall be completed within thirty (30) days from the appointment of the mediator, but no later than sixty (60) days from the date of the initial notice of the dispute.

Except where it is necessary to seek injunctive relief from the Circuit Court to prevent irreparable harm, only after the parties have participated in a mediation which did not resolve the dispute may either party pursue any legal remedy it has, including litigation. The parties may also agree to resolve the dispute through binding arbitration in accordance with such procedures as the parties may then agree to.

16. NOTICES.

Whenever a notice from one party to the other party is required by this contract, or whenever one party wishes to otherwise put the other party on notice of any matter, such notice shall be given to



the following designated person(s) for each party at the following addresses:

Benzie County: County Administrator  
or other County Official designated by the Board of Commissioners  
Government Center  
448 Court Place  
Beulah, MI 49617

With a copy to:  
Benzie County Clerk  
Government Center  
448 Court Place  
Beulah, MI 49617

Contractor: SQS, Inc. dba  
ERG Environmental Services  
Edward Dawkins  
Vice-President  
13040 Merriman Road  
Suite 200  
Livonia, MI 48150

Unless the parties agree otherwise in writing, such notice shall be sent to the other party by first class mail, postage fully prepaid, to the above addresses. Simultaneously, such notice may be sent to the email addresses, if any, of the above persons.

#### 17. SEVERABILITY

This contract is subject to the laws of the United States of America, the State of Michigan and Ordinances of Benzie County. If any provision of this contract shall be held to be contrary to any such law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of this contract shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Contract.

#### 18. GOVERNING LAW.

This contract shall be deemed to be made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.

#### 19. MODIFICATION.

Any alterations, variations, modification or waivers of the provisions of this contract shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and the Contractor and attached to this contract.

20. REPRESENTATIONS.

The County and the Contractor each represent to the other that, by their respective execution of this contract, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

21. INTEGRATION.

The Parties agree that the entire agreement between the Parties is contained herein and that this contract, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and date first set forth herein set their hands.

BENZIE COUNTY

\_\_\_\_\_  
By: Coury Carland  
Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

SQS, Inc. dba  
ERG Environmental Services

\_\_\_\_\_  
By: Edward Dawkins  
Vice-President

Date: \_\_\_\_\_

ATTACHMENT A – Contractor’s Service Specifications

ATTACHMENT B – Contractor’s Compensation

**Attachment A**  
**CONTRACTOR'S SERVICE SPECIFICATIONS**

1. Overview: The Contractor will provide household hazardous waste collection services according to the schedule set for 2017 collection events.

Saturday, June 17, 2017 at 404 Parkview Lane, Frankfort, MI 49635

Saturday, August 5, 2017 at 7276 Ole White Drive, Lake Ann, MI 49650

All collection events are scheduled from 8:00 a.m. until Noon

2. General Description of the Work: The work to be performed under this contract shall consist of providing household hazardous waste collection services for the County in accordance with the provisions of this Agreement.

The Contractor shall:

- a. Provide the appropriate transportation vehicles, packaging supplies and equipment necessary to safely and legally package, label, complete the shipping papers and load the collected household waste for transport to ERG facility.
- b. Supply verification of appropriate transportation licenses and of a treatment, storage and disposal facility license before the date of the first removal.
- c. Supply verification of liability insurance before the date of the first removal.
- d. Provide the appropriate number and types of personnel at the collection site at least one hour prior to the event and be prepared to successfully unload and sort the household hazardous waste delivered to the collection event location by the private citizens of Benzie County.
- e. Be named as the Generator of the household hazardous waste on all shipping papers and documentations.
- f. Treat and dispose of the household hazardous waste collected from Benzie County properly and according to the Federal, State and Local regulations and to dispose of the waste by incineration, whenever appropriate and possible, to lessen the impact to the environment and to Benzie County.
- g. Provide documentation of the treatment and disposal at a licensed treatment, storage and disposal facility.
- h. Bill for services rendered according to the prices shown on Attachment B.
- i. Expect the County to provide a collection site that includes an impervious hard surface such as asphalt or concrete and to provide bathrooms and running water.
- j. Expect the County to provide workers or volunteers that administrate traffic control.
- k. Expect the County to pay for services rendered according to the prices shown in Attachment B.

**ATTACHMENT B**

**CONTRACTOR'S COMPENSATION**

COMPANY NAME: SQS, Inc, dba ERG Environmental Services

1) Personnel

Flat Rate per Collection: \$ --0.00-- (total)

2) Transportation

Flat Rate per Collection: \$ --250.00-- (total)

3) Disposal


1. Aerosol Cans	\$ <u>0.83</u> /(per pound)
2. Fluorescent Bulbs	\$ <u>0.83</u> /(per pound)
3. Corrosive Liquids / Solids	\$ <u>0.83</u> /(per pound)
4. Automotive Liquids	\$ <u>no charge</u> /(per pound)
5. Pesticide Liquid / Solid	\$ <u>0.83</u> /(per pound)
6. Ballasts	\$ <u>0.83</u> /(per pound)
7. Flammable Liquids / Solid	\$ <u>0.83</u> /(per pound)
8. Solvents	\$ <u>0.83</u> /(per pound)
9. Oil Based Paint	\$ <u>0.83</u> /(per pound)
10. Household Batteries	\$ <u>0.83</u> /(per pound)
11. Cleaners (Liquids)	\$ <u>0.83</u> /(per pound)
12. Miscellaneous	\$ <u>0.83</u> /(per pound)
13. CLEAN SWEEP QUALIFYING MATERIAL	
Pesticides, Mercury, etc.	\$ <u>0.99</u> /(per pound)
14. Characterization of Unknowns	\$ <u>no charge</u> /(per pound)
15. Pharmaceuticals / Medical Waste	\$ <u>0.83</u> /(per pound)

4) Other Applicable Costs

Describe:

\$ --0.00-- (total)

- Clean Sweep Qualifying Material will be invoiced to Grand Traverse County with copies provided to Benzie County for their records.
- All disposal costs reflect all costs associated with disposal including US DOT shipping containers and necessary lab-packing supplies.



# Manistee County Board of Commissioners

CHAIRPERSON  
Jeffrey Dontz  
VICE-CHAIRPERSON  
Brook Shafer

Margaret Batzer  
Mark Bergstrom  
Karen Goodman  
Pauline Jaquish  
Richard Schmidt

CLERK  
Jill Nowak  
(231) 723-3331  
CONTROLLER/ADMINISTRATOR  
Thomas Kaminski  
(231) 398-3504

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

## JOINT MANISTEE-BENZIE COURT COMMITTEE

Thursday, February 16, 2017  
3:00 p.m.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

### MINUTES

Members Present: Jeff Dontz, Chairman, Manistee County Commissioner; Richard Schmidt, Manistee County Commissioner; Karen Goodman, Manistee County Commissioner; Frank Walterhouse, Benzie County Commissioner; Coury Carland, Benzie County Commissioner.

Members Absent: None

Others Present: Tom Kaminski, Manistee County Administrator/Controller; Mitch Diesch, Benzie County Administrator; David Thompson, Chief Judge; Connie Krusniak, Friend of the Court; Pat Heins, Circuit Court Administrator; Cameron Clark, Director of Juvenile Services; Deidre Robison, Probate Register; Lisa Sagala, Human Resources Manager/Asst. County Administrator; and Jill M. Nowak, Manistee County Clerk.

The meeting was called to Order at 3:00 p.m.

**NOTE – Items requiring Board Action are indicated in BOLD**

### AUGUST 18, 2016 JOINT MANISTEE-BENZIE COURT

### COMMITTEE MINUTES

Moved by Walterhouse, seconded by Schmidt to approve the Joint Manistee-Benzie Court Committee Minutes of Thursday, August 18, 2016. (Appendix A)



Motion Carried

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**DEPUTY CIRCUIT COURT ADMINISTRATOR POSITION**

The ADR Clerk job has recently been absorbed and a new job has been created as a Deputy Court Administrator position. The new job description was sent to Mark Nottley, of Municipal Consulting Services LLC, for a grade recommendation. The recommendation of Mr. Nottley is to place the Deputy Court Administrator position in Grade 5 of the Manistee County's Court Pay Grade Structure.

Judge Thompson explained the Nottley study is approximately ten (10) years old. The job and the need for a Deputy Court Administrator has come due to increasing responsibilities of the court including transparency, ADA requirements, Conflict Resolution and this position essentially works for three (3) Judges. The monies budgeted for a Law Clerk (\$12,000) will be used to offset this increase.

The Manistee County Personnel Committee and the Manistee County Board of Commissioners has already approved this change. Mr. Dietch asked for a copy of the old and new job description as well as the review and recommendation from Mr. Nottley.

**Moved by Walterhouse, seconded by Carland to recommend the Benzie County Board of Commissioners review Mark Nottley's recommendation for the ADR Clerk position and that it be absorbed into the Deputy Court Administrator job description; and be placed in Pay Grade 5 of the Manistee County's Court Pay Grade Structure.**

YEAS: 5 Walterhouse, Carland, Dontz, Goodman, Schmidt

NAYS: 0 None

Motion Carried

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**UPDATE OF VIDEO RECORDING EQUIPMENT**

Judge Thompson explained that there has been an annual budget appropriation of \$23,500 per year for a contracted 2 day per week court reporter who recorded one (1) day in Benzie and one (1) day in Manistee and then paid an additional hourly wage for hearings outside the contracted days. Video recording equipment has been previously approved for two (2) courtrooms, one (1) in Benzie and one (1) in Manistee. This equipment has been in use since October/November and is being operated by Staff from the Court Administrator's Office. Judge Thompson does not want the operation of this equipment to distract from the judicial process by having the

Magistrate or the Referee operate it. Transcripts that are needed will be ordered by a party or an attorney, who will then hire a certified reporter to provide those transcripts. This data will be sent directly to the reporter. Judge Thompson has spoken with Jill Nowak, Manistee County Clerk and Dawn Olney, Benzie County Clerk concerning these duties. However, different conditions such as unions are involved. Judge Thompson said in many instances, the Clerk of the Court has assumed the responsibilities in creating the video log. The Clerk of the Court is required by statute to be in the Courtroom. If the Clerk decides not to assume the responsibility of video recording, another avenue will have to be pursued but we would still have the third person in the courtroom. Judge Thompson would like to see Clerks in both Counties perform these duties and there be recognition that there is additional responsibilities.

Ms. Nowak indicated there is no requirement for certification to operate the video recording equipment but there is a certification to operate audio equipment. This new video equipment does both video and audio. All Staff in the County Clerk's Office has registered for class and testing to be certified as a Certified Electronic Operator (CEO). This would enable a more accurate and complete record of the Court. They would execute these duties along with the "clerk" duties which they already perform. Pat Heins also noted that hiring a court operator or reporter here in northern Michigan is more difficult than down state, it's just not available. To schedule numerous hearings and all the logistics, especially when they have to be dealt with at a moment's notice, is very difficult. If this was a Clerk duty who is already in the courtroom, and they are certified, the Clerks could step up; and if needed, could fill in for Judge Thompson's hearings as well. If you take an employee from an office that has other responsibilities, i.e. the Court Administrators Office or Friend of the Court, then those duties are not being done in the respective office, CRP monies would be less etc.

Mitch Dietch indicated that he and Clerk Olney have briefly discussed the matter and options that may be available with the union to address this situation and compensate employees for additional responsibilities, and also, where would the funds come from in Benzie County. Mr. Dietch has contacted the employee's union to discuss the situation. There is currently a two year union contract and if Clerk Olney is receptive to the idea, maybe a Letter of Understanding could be achieved. Mr. Kaminski indicated that funds may come from savings of not having an expense for another court reporter, less the equipment expenses. Judge Thompson indicated that over all, a savings most likely will be realized and the Courts will run more efficiently.

Ms. Nowak asked the Committee to consider having previously paid an outside contractor annually \$23,500 for 2 days per week plus if used for extra days additional money, versus having the flexibility of having six (6) Clerks available 24/7 coverage for two (2) Referees and two (2) Judges if needed, for half that cost; and there would be no need for a third person in the Courtroom.

It was a consensus of the Committee to send the subject to the Personnel Committee for further review.

## **SCHEDULE MEETINGS FOR THE REMAINDER OF 2017**

The remaining 2017 meetings of the Joint Manistee-Benzie Court Committee will be held on the third Thursday of the month at 3 p.m. Locations will be alternated between Manistee and Benzie Counties. (Appendix B)

September 21, 2017 is a third Thursday of the month for a Joint Court meeting, which is Regional Summit day and therefore there will be no meeting. It was also noted that November 16, 2017 there will not be a meeting either.

If a meeting is cancelled, the following meeting will take place at the location originally posted to avoid having to repost for location reasons.

### **OTHER ITEMS FROM COMMITTEE MEMBERS, JUDGES AND STAFF**

Judge Thompson recognized Magistrate Antoinette Gorch who recently retired from the Courts after almost 52 years of service to our County. A new Attorney/Magistrate, Jared Henry has been hired in District Court.

At Judge Thompson's request, the State Court Administrative Office (SCAO) performed Management Assistance Projects for District Courts in Manistee and Benzie Counties. This process is being finalized for internal suggestions and best practices.

Mr. Dontz brought up the subject of Indigent Defense. Judge Thompson indicated there is the Indigent Defense Commission Act which sets forth best practices for indigent defense. The goal is for a lot of money to be budgeted at the State level that the Commission can work with local funding units to meet benchmarks. Trial courts still want effective representation for indigent defendants but if this becomes a funding unit issue, then the funding unit would work with the Commission and the County would decide the contracts and arrangements for counsel. Mr. Kaminski said he has been contacted but has been skeptical to meet with persons not knowing who they represent. Judge Thompson indicated that he is satisfied that we are meeting the needs of our indigent defendants but it may not be enough. This Commission looks at time restrictions, compensation, continuing education, proper space in facilities to meet etc. HB 5842-5846, PA 439-443 of 2016.

The meeting was adjourned at the Call of the Chair at 3:40 p.m.

#### **MANISTEE COUNTY**

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Karen Goodman  
Manistee County Commissioner

#### **BENZIE COUNTY**

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Frank Walterhouse  
Benzie County Commissioner

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Jeff Dontz  
Manistee County Commissioner

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Court Carland  
Benzie County Commissioner

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Richard Schmidt  
Manistee County Commissioner

# BENZIE COUNTY BOARD OF COMMISSIONERS

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448 COURT PLACE – BEULAH, MI 49617 – (231) 882-9671

[www.benzieco.net](http://www.benzieco.net)

## 2017 MANISTEE/BENZIE JOINT COURT COMMITTEE MEETING SCHEDULE

To comply with the Michigan Open Meetings Act 267 of 1976.

The Manistee/Benzie Joint Court Committee will meet on the following dates, alternating between the Board of Commissioners Meeting Room located in the Manistee County Courthouse and Government Center, located at 415 Third Street, Manistee, Michigan 49660, and the Benzie County Government Center, located at 448 Court Place, Beulah, Michigan 49617:

Thursday	February 16, 2017	3:00 p.m.	Manistee County
Thursday	March 16, 2017	3:00 p.m.	Benzie County
Thursday	April 20, 2017	3:00 p.m.	Manistee County
Thursday	May 18, 2017	3:00 p.m.	Benzie County
Thursday	June 15, 2017	3:00 p.m.	Manistee County
Thursday	July 20, 2017	3:00 p.m.	Benzie County
Thursday	August 17, 2017	3:00 p.m.	Manistee County
<del>Thursday</del>	<del>September 21, 2017</del>	<del>3:00 p.m.</del>	<del>Benzie County</del> Cancelled
Thursday	October 19, 2017	3:00 p.m.	Manistee County
<del>Thursday</del>	<del>November 16, 2017</del>	<del>3:00 p.m.</del>	<del>Benzie County</del> Cancelled
Thursday	December 21, 2017	3:00 p.m.	Manistee County

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).

# CORRESPONDENCE



(1)

S T A T E   O F   M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**BOARD OF COMMISSIONERS—REVISE MEDICARE PRESCRIPTION DRUG  
BILL OF 2003**

**WHEREAS**, health care costs continue to rise for all Americans and, for some Americans, this increase can be devastating; and

**WHEREAS**, Medicare is the focus of many lawmakers who portray it as an "entitlement" program that costs the Treasury too much money. Technically, the term "entitlement" is correct but it has an unfortunate connotation; and

**WHEREAS**, Medicare is an essential medical plan that millions of seniors and disabled individuals depend upon to stay alive. Medicare is not a gift, as the term "entitlement" suggests. Many of the beneficiaries have worked their entire adult life and paid into the system in order to receive this crucial medical plan; and

**WHEREAS**, due to spiraling costs largely associated with the price of prescription medications, our elected officials find themselves passing on increased costs to those who can least afford that increase, namely senior citizens and disabled individuals who are on Medicare's Part D Drug Program; and

**WHEREAS**, when congress enacted Medicare Prescription Drug Bill they enacted a law that does not allow Medicare to negotiate with pharmaceutical companies for drug price the way Medicaid and the Veterans Administration does; and

**WHEREAS**, one economist, Dean Baker, estimates that Medicare could have saved approximately \$332 billion dollars between 2006 and 2013 (approximately \$50 billion a year) had the Department of Health and Human Services been permitted to negotiate prices of drugs with the drug companies, as federal agencies do in other programs; and

**WHEREAS**, rising prescription drug costs have been the primary reason for the increase in health benefit costs; and

**WHEREAS**, the increasing cost of prescription drugs and outrageous profits made by pharmaceutical companies is a systemic problem that significantly affects our state and our nation. It deserves non-partisan effort; and

**WHEREAS**, we must prevent our elected officials from balancing the budget on the backs of those who can least afford it, the elderly and disabled. Increases in premiums

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FEB 14 2017

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

and drug costs are unacceptable ways to deal with a flawed Medicare Prescription Drug Bill; and

**WHEREAS**, we must preserve the Medicare program as it currently exists and to do so requires immediate action to cut unnecessary costs, particularly in the area of prescription drug coverage; and

**WHEREAS**, we must revise the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper, drugs from Canada and elsewhere; and

**WHEREAS**, we cannot allow the previously approved bill to stand as adopted at the risk of having the Medicare program be the cause of a staggeringly increasing deficit which will require tax increases or cuts to the rest of the government, nor can we allow the continuance of price increases to our citizens cause many to contemplate discontinuing medically necessary drugs in order to pay their bills, heat their houses and have food on the table.

**THEREFORE BE IT RESOLVED** that the Allegan County Board of Commissioners goes on record urging our legislators to immediately commence the process of revising the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper drugs from Canada and elsewhere; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to our area Federal and State Legislators, the National Association of Counties, the Michigan Association of Counties and the other Michigan Counties.

Moved by Commissioner Thiele, seconded by Commissioner Dugan to approve the resolution as presented. Motion carried by voice vote. Yeas: 6 votes. Excused: 1 vote.

ATTEST, A TRUE COPY



\_\_\_\_\_, Clerk-Register  
APPROVED: February 9, 2017

cc: Admin. - Finance - Human Resources



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

**MEETING MINUTES**  
**Monday, January 9, 2017, 9:04 AM**  
**Conference Room 206, Government Center, Beulah, Michigan**

Present were Committee Members: Tom Stobie (Chairman), Kirt Giddis, Camp Bailey, Phil Hoyt, and Dale Ginzel (Secretary)

Also present were: Michelle Thompson, Bob Roelofs

A moment of silence was followed by the Pledge of Allegiance.

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

A motion was made to approve December 5, 2016 committee meeting minutes with one correction. Motion was approved unanimously.

**Selection of Veterans' Affairs Committee Chairman:** Dale nominated Tom Stobie to be Chairman. All members approved nomination without opposition.

**Public Comment:** None

**County Veterans Counselor Report:** Chuck Lerchen was not present.

**Administrative input:** Michelle Thompson gave the financial report as of January 9, 2017: The Veteran's Relief Fund (293) has an end balance of \$84,071.82. The Veterans Trust Fund (294) End Balance is \$1,602.32. Memorial Fund (Fund 701) End Balance is \$9,531.43.

**Old Business:** Bob Roelofs resubmitted grant request to Benzie Sunrise Rotary Club for financial support of the Benzie County Veterans' Memorial and is waiting for a decision.

**New Business:** Kirt recommended committee members consider creating a stewardship / perpetual maintenance fund in order to maintain Veterans' Memorial once completed. He also suggested Eli Harris from Harris Hardscaping be invited to January meeting in order to receive his input regarding Memorial hardscaping requirements.

Bench orders for the Veterans' Memorial has been temporarily suspended. The plan originally called for 11 benches and there have been 13 ordered.

**Mileage, bills and per diem requests:** Dale made a motion to approve per diem and it was seconded by Camp. Roll call: Dale - yes, Camp - yes, Kirt - yes, Phil - yes, Tom - yes

- Meeting was adjourned at 10:17am.
- Next Veterans' Affairs Committee meeting will occur on Monday, February 6, 2017 at 9:00am.

**RECEIVED**

FEB 16 2017

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617