BENZIE COUNTY
BOARD OF COMMISSIONERS

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

MEETING AGENDA
September 12, 2017
Commissioners Room, Governmental Center, 448 Court Place, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m. CALL TO ORDER
ROLL CALL
INVOCATION AND PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES – 8/22/2017 (open & closed x 2)
PUBLIC INPUT
PUBLIC HEARING – 2017/18 BUDGET
ELECTED OFFICIALS & DEPT HEAD COMMENTS
COMMISSIONER REPORTS –
COUNTY ADMINISTRATOR'S REPORT –
FINANCE – Approval of Bills
HR and PERSONNEL – 8/22/2017 & 9/5/2017 Consent Calendar; Distribute Co Admin Evaluation Forms
COMMITTEE APPOINTMENTS – Bldg Auth Discussion & potential action
ACTION ITEMS –

1) BVTMC MOU with DNR
2) Secondary Road Patrol Application
3) Food Services Contract – Jail
4) Amend to BA Articles of Incorporation
5) 2017 Emerg Mgt Grant Program
6) Recycling Site Lease x 7
7) Board of Canvasser Appointment
8) Resol 2017-026 EDC & BRA Merger
9) Resol 2017-027 SB 386

PRESENTATION OF CORRESPONDENCE
UNFINISHED BUSINESS
NEW BUSINESS –

10:00
10:15
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
August 22, 2017

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, August 22, 2017, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chairman Coury Carland at 4:00 p.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 Roelofs, seconded by Warsecke, to approve the agenda as presented. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Minutes:
Motion by Walterhouse, seconded by Sauer, to approve the regular session minutes of August 8, 2017 as corrected on page 2. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Motion by Sauer, seconded by Warsecke, to approve the special session minutes of August 15, 2017 as corrected on page 1. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

4:02 p.m. Public Input
Ed Kowalski, Chair of the Brownfield Authority and EDC, stated that the committees are similar in duties; they have received an attorney opinion that the Brownfield can become a part of the EDC – combined -- both committees urge the merger. September 1 they will have a combined meeting and begin the process to get this organized.
4:07 p.m. Public Input Closed

ELECTED OFFICIALS & DEPT HEAD COMMENTS:
Doug Durand, Benzie Senior Resources, reported that the millage has passed; they wrote and was awarded a grant for a Subaru, which they will get September – December; the Walk-A-Thon was a success.

Ted Schendel, Sheriff, provided an update regarding the Undersheriff – he will be out for a while and Lt/Sgt Lamerson will be acting Undersheriff during his recovery.

David Schaffer, Recycling Coordinator, stated that he was at Homestead Township for a special meeting regarding the location of the recycling bins and they have agreed to allow the county to use the property next to the township hall for two years – at least temporarily. There is now a second business that will be accepting latex paint – Honor Building Supply in Honor, together with Ace Hardware in Benzonia.

Craig Johnson, EMS Director, reported that they have been selling stickers and with the proceeds they are purchasing McDonald's coupons for a free ice cream; if they see a child without a helmet, they give them a card for a free helmet and pads from Shop N Save. At this time, they use propane at 669 and are looking at the cost to have natural gas put out there. No one bid on the ambulance, so the

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company that we are purchasing the new ambulance from will give us $10,000 toward the new one. A couple of employees will be going to Wayne State University from ME Investigator training.

COMMISSIONER REPORTS

Comm Warsecke stated that during the special meeting on August 15, he felt bad that Coury took a beating and he is sorry for not sticking up for him; St. Ambrose will be hosting a wine/cheese/ chocolate fundraiser for the Benzie Central Athletics on Saturday, August 26, 2017 at 6 p.m.

Comm Sauer reported that we are still working on the finance stuff, down to $220,000, we already spent our reserves and dipped into the DTRF to pay the bills, it kind of brings it home to me as to how fragile this is. Went to the MAC summit in Gaylord. On August 9 he attended the Benzie Leelanau Health Dept open house where two conference rooms were dedicated. Friends of Betsie Valley Trail on September 16 there will be a dedication for Dr. Olson ad 1 p.m. at the Trailhead in Beulah with a memorial at Storm Cloud. MSU Research Station tour and meeting August 24 at 3 p.m.

Comm Jeannot says congratulations to Roger. He stated that the Technology report will be handled during the County Administrator's report. Friends of Point Betsie will present to this board in October. Almira Township Music in the Park will be August 26. He was appointed to the NMCAA Housing and HR committees.

Comm Griner reported on the Northern Michigan Counties and it was stated that in Detroit only 52% have car insurance. Technology – Oakland County has $5 million budget for IT – they are willing to come and help us out.

Comm Walterhouse reported that he has attended 5 meetings -- Animal Control; 3 budget meetings with the next one being August 25; Benzie Senior Resources; Joint Court meeting on August 21 in Manistee.

Comm Roelofs said thank you to those that attended the Veterans Memorial Open House. Buildings and Grounds – they are working on the boilers for the Government Center today; Sheriff Dept water usage and valve control at the Jail. Grand Traverse Veterans Affairs had a special meeting last week. He compliments Doug Durand and Benzie Senior Resources – they do a great job.

Comm Carland reported that there have been several budget hearings – this is a difficult process. He is the clerk in Elberta and there is a meeting scheduled regarding Elberta Beach – it was good discussion with a lot of people. Attended Networks Northwest on the 14th, and we have a letter requesting to appoint Doug Rath to the Workforce Development Board. Joint Court meeting on August 21 in Manistee regarding Indigent Defense Guidelines.

Technology minutes for July 14, 2017 provided.

Buildings & Grounds Consent Calendar:

Comm Sauer removes the one item from the Buildings & Grounds Consent Calendar for August 9, 2017.

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5:04 p.m. Motion by Carland, seconded by Roelofs, that based upon the recommendation of legal counsel, we go into a closed session pursuant to section 8(e) of the Michigan Open Meetings Act regarding two separate litigation matters: Benzie County vs Cole et al and David Tucker vs Benzie County. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

5:36 p.m. Re-Enter Open Session
Motion by Griner, seconded by Warsecke, to accept the recommendation of our attorney to pursue settlement in the matter of Cole vs Benzie County et al. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Motion by Carland, seconded by Warsecke, that based on the recommendation of legal counsel, we go into closed session pursuant to section 8(e) of the Michigan Open Meetings Act regarding the litigation matter of David Tucker vs Benzie County. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

5:57 p.m. Re-Enter Open Session
Motion by Carland, seconded by Roelofs, in the matter of David Tucker vs Benzie County, to authorize legal counsel to proceed with the recommendation from in closed session. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- Reported dated August 15, 2017 provided.
- Asian Carp Resolution: Motion by Sauer, seconded by Griner, to adopt resolution 2017-024 as presented, authorizing the chairman to sign. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.
- Planning Commission Ordinance memo will be sent this week.
- List of Attorney Opinions.

Comm Sauer inquired regarding AES and the OMA – Mitch will follow up with AES.

FINANCE
Bills: Motion by Carland, seconded by Warsecke, to approve payment of the bills from August 9, 2017 to August 22, 2017 in the amount of $325,235.84, as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

Michelle Thompson, County Treasurer, reported that the sale of tax foreclosed properties was held on August 15 and went well.

HR AND PERSONNEL – No Report.

COMMITTEE APPOINTMENTS
Workforce Development: Motion by Carland, seconded by Jeannot, to appoint Doug Rath to the Workforce Development Board for a term ending December 31, 2019. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

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Comm Jeannot stated that Comm Sauer asked him to spearhead Mitch's evaluation.

Finance Continued:
Finance Consent Calendar: Motion by Walterhouse, seconded by Warsecke, to approve the three items on the August 8, 2017 Finance Consent Calendar as presented. Roll call. Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

ACTION ITEMS
Buildings & Grounds: Motion by Jeannot, seconded by Warsecke, to approve the bid from Concrete Resurfacing Specialties, Inc to seal the kennel floors of the Animal Control building, not to exceed $9,000 with funds coming out of the Animal Control department.
Motion by Jeannot, seconded by Warsecke, to amend to add subject to appropriate documentation being provided.
Roll call on amendment: Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.
Roll call on original motion as amended: Ayes: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke Nays: None Motion carried.

CORRESPONDENCE
- Benzie Leelanau Health Dept minutes of August 3, 2017 received.
- Road Commission minutes of July 27, 2017 received.
- Two letters received from MMRMA regarding RAP Grant awards.
- Letter from Doug Henry requesting appointment to the Building Authority received.

UNFINISHED BUSINESS

NEW BUSINESS – None

6:29 p.m. Public Input
Michelle Thompson, County Treasurer, reported that when attending the County Treasurer's Conference, she met with John Axe and he is working with a couple other counties regarding use of DTRF funds; we need a resolution and she will get if for board action before the end of September.
6:32 p.m. Public Input Closed

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

Custer C. Carland – Chair Dawn Olney, Benzie County Clerk

INDEX

1. Approved the agenda as presented.
2. Approved the regular session minutes of August 8, 2017 as corrected.
3. Approved the special session minutes of August 15, 2017 as corrected.

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4. Entered closed session pursuant to section 8(e) of the Michigan Open Meetings Act regarding two separate litigation matters: Benzie County vs Cole et al and David Tucker vs Benzie County.
5. Accepted the recommendation of our attorney to pursue settlement in the matter of Cole vs Benzie County et al.
6. Entered closed session pursuant to section 8(e) of the Michigan Open Meetings Act regarding the litigation matter of David Tucker vs Benzie County.
7. Authorized legal counsel to proceed with the recommendation from in closed session regarding Tucker vs Benzie County.
8. Adopted resolution 2017-024 regarding Asian Carp as presented.
9. Approved payment of the bills.
10. Appointed Doug Rath to the Workforce Development Board for a term ending December 31, 2019.
11. Approved the three items on the August 8, 2017 Finance Consent Calendar as presented.
12. Approved the bid from Concrete Resurfacing Specialties, Inc to seal the kennel floors of the Animal Control building, not to exceed $9,000 with funds coming out of the Animal Control department, subject to appropriate documentation being provided.

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Motion by _____, seconded by _____to approve the Buildings & Grounds Committee Consent Calendar as follows:

1. Removed from Consent Calendar.

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

1. To approve an expenditure of not to exceed $20,000 from fund balance to replace the police vehicle which was damaged in an accident.

2. To allow $8,700 together with $10,000 trade in and start the process for financing for the purchase of a new ambulance as requested.

3. To renew for a 2-year contract for dental insurance with Delta Dental, authorizing the chairman to sign.

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

Destroy Date: _____

Cole vs Benzie County

August 22, 2017 Closed Session

With Mr. Figura & P/R

Destroy Date: _____

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

Tucker vs Benzie County

August 22, 2017 Closed Session

with Mr. VanderLaan

BENZIE COUNTY
NOTICE TO THE PUBLIC
BUDGET HEARING

AS REQUIRED BY MCL 141.412, A PUBLIC HEARING WILL BE HELD ON THE PROPOSED 2017-2018 BUDGET AT THE GOVERNMENT CENTER IN BEULAH, BEGINNING AT:

9:00 a.m. Tuesday, September 12, 2017

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

COPIES OF THE PROPOSED BUDGET WILL BE AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE COUNTY CLERK BEGINNING FRIDAY, SEPTEMBER 15, 2017.

Benzie County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities upon twenty-four (24) hours notice to Benzie County. Individuals with disabilities requiring auxiliary aids or services should contact the Benzie County Clerk by calling as follows:

Dawn Olney
Benzie County Clerk
(231) 882-9671

Posting Date: 9/1/2017
Posting Time: 2:30 p.m.

Please Publish September 6, 2017
Ad should be 2 x 5 and in the regular section of the paper.
Bill account 43100200.

Thank you,

Dawn Olney
Benzie County Clerk

Benzie County

Proposed
2017/2018
Fiscal Year Budget

Overview

- Overview
- Proposed Budget / 10,000' Financial Review
- Issue Pages
  - MERS
  - Health Insurance
  - Millage Rate / Taxable Value

Year	SEV or Taxable Value	County Operating Millage
1983	$186,785,528 SEV	5.29000
1987	$222,847,955 SEV	5.2345
1992	$305,886,203 SEV	5.0573
1993	$369,542,426 SEV	4.6521
1994	$391,587,327 SEV	4.3431
Prop A	**Taxable Value**	------
1995	$428,106,702 TV	4.2431
2000	$591,213,030 TV	4.1035
2001	$639,478,120 TV	3.9975
2005	$868,892,580 TV	3.6629
2007	$1,004,705,665 TV	3.5485
2008	$1,055,045,531 TV	3.5144
2009	**$1,112,924,614 TV**	**3.5144**
2010	**$1,082,492,562 TV**	**3.5144**
2011	**$1,075,381,686 TV**	**3.5144**
2012	$1,086,800,562 TV	3.5144
2013	$1,089,907,858 TV	3.5144
2014	**$1,119,687,264 TV**	**3.5144**
2015	$1,147,594,711 TV	3.5144
2016	$1,180,226,511 TV	3.4919
2017	$1,208,978,276 TV	3.4692

Positive

- Taxable value is increasing approximately 2.4% increase from 2016 to 2017.
- Budgeting approximately 4% increase in the General Fund.
- Increased personnel requests by the Clerks, Administration and Jail Dept., to address increased obligations, responsibilities and opportunities.
- MERS funding has started its rapid accent, however these above average increases are being covered by DTRF funding. Employee contributions were raised this past year.
- Employees have continued to receive strong benefit packages, which includes not having any employee contribution toward health care insurance and paying a minimal, yet increased contribution amount towards their MERS retirement plan.
- Second straight fiscal year where employees have received salary increases.
- All six union contracts were settled in FY 16/17.

17/18 Financial Year Challenges

- Employees received a 2% increase in FY 16/17. A 2% increase is incorporated into the proposed FY 17/18 budget. At a 2% increase with increased retirement and health insurance costs, employee buying power is not keeping pace with increased cost for goods. This includes Joint Court employees.
- Longevity payments are approximately $28,180 this year for 41 employees. The good news is that this cost will phase out as new hires do not receive longevity. Decreased several thousand dollars from last year.
- Numerous employees, based upon the Networks Northwest 2017 salary survey are falling further behind in regards to salary/total compensation comparability. This was addressed in the non union total wage compensation survey, which was presented to the HR Committee. A comprehensive plan based upon the survey will be presented to the HR Committee at their December 2017 meeting. Funding for implementing this comprehensive plan was **not** incorporated into the proposed FY 17/18 budget.
- Headlee rollbacks have once again arrived in Benzie County. This years rollback is from 3.4919 to 3.4692.

Long Term Fiscal Concerns

- We should anticipate more headlee rollbacks in the future. Only new construction will add to the tax revenue coming into Benzie County.
- Expenses continue to escalate much faster than revenue, with each year widening the gap for budgeting and requiring the use of fund balance to increase yearly.
- For the third year in a row, it will be necessary to use fund balance to balance the General Fund Budget. In 14/15 we received a one time influx of revenue ($352,000 foreclosure sale of home on Crystal Lake), absent this influx, this would be the fourth straight year where fund balance is required to balance the budget.
- Health insurance currently budgeted at 7.75% increase as per original estimate by 44 North. This 7.75% increase amounts to $61,463. The total county budget for health insurance is approximately $874,580. Dramatic changes to health insurance were made last year, where Benzie County saved over $120,000 in HRA payments. Simply put employees incurred increased costs associated with increased deductibles, driving down the County HRA reimbursement. While employees do not pay a contribution toward monthly premiums, their out of pocket costs increased with the higher deductible.
- MERS increases in the FY 17/18 budget will increase approximately $54,000 per year for the next 6 years to account for new MERS rules. 15/16 $456,000. 21/22 $896,000. **Until we can determine how to address the millage shortfall, the County Treasurer has pledged to use the DTRF to assist with MERS increase.**

General Fund

- New Finance /IT Manager Position
- New County Clerk Position
- Jail Secretary Position, PT to FT (funded by GF and Jail Millage)
- Fund Balance used to balance 16/17 budget is $206,000
- History of budgeted use of fund balance.
- Continued concern about the long term financial stability of the GF, based upon Headlee rollbacks and increase costs.

Fund Balance	Budgeted Use of Fund Balance	Fund Balance
9/30/10 $1,018,972	10/1/10 $90,186	9/30/11 $1,229,463
9/30/11 $1,229,463 (21.6%)	10/1/11 $113,850	9/30/12 $1,467,816 ($238,353+)
9/30/12 $1,467,816 (26.2%)	10/1/12 $24,000	9/30/13 $1,756,911 ($289,095+)
9/30/13 $1,756,911 (30.6%)	10/1/13 $116,630	9/30/14 **$1,683,895** **($73,016-)**
9/30/14 $1,683,895 (27.5%)	10/1/14 $0.00*	9/30/15 **$1,674,860** **($9,045-)**
9/30/15 $1,674,860 (27.0%)	10/1/15 $144,200	9/30/16 **$1,644,665** **($30,195-)**
9/30/16 $1,644,860 (26.8%)	10/1/16 $176,631	9/30/17 TBD
9/30/17 TBD	10/1/17 ~~$276~~,000 206	9/30/18 TBD

Issue Page: MERS

Benzie County MERS Divisions	16/17 Employee Contribution %	17/18 Employee Contribution %
01 Courthouse Closed Division	2.3%	6%
02 Sherriff Closed Division	4%	5.17%
10 Elected Division	2.08%	6%
11 Commissioners	0%	6%
12 Non-Elected / Non Union	2.07%	6%
13 Courthouse Hired after 10/1/11	2.3%	6%
20 COAM	4%	5.17%
21 Sherriff Hired after 10/1/11	4%	5.17%

Issue Page: MERS Continued

- MERS Investment Policy Changes.
  - Reduce investment assumptions from 8% to 7.75%. Waiting to see what assumptions are changed for FY 17/18
  - Change actuarial tables, retirees living longer
  - Requiring MERS entities to create plan to work toward becoming 100% funded.

Valuation Year 12/31	FY starting 10/1/	Actuarial Accrued Liability $	Valuation Assets $	Funded Percentage	Required Employer Contribution $	Annual Increased Contribution $
2014	2016	15,367,430	11,234,224	73%	595,896	49,056
2015	2017	17,067,667	11,850,565	69%	652,600	56,704
2016	2018	17,926,130	12,394,962	69%	710,300	57,700
2017	2019	18,760,225	12,947.127	69%	768,100	57,800
2018	2020	19,615,791	13,519,764	69%	829,000	60,900
2019	2021	20,462,467	14,071181	69%	896,000	67,000

Issue Page: MERS Conclusion

- Based upon the new actuarial assumptions considerably more pressure will be put on the County General Fund to appropriately fund the retirement system. There are only two ways for the County to financially address this situation.
  - **1. Reduce the benefits to future employees, current employees or both.**
  - **2. Increase contributions from the County, employees or both.**
  - **** For the purpose of this section the term employee shall include the seven elected County Commissioners.**

Issue Page: Health Insurance

- Budgeted for 7.75% increase.
- Need to keep looking at options that include, altering existing plan, different providers (Priority Health), self insured, etc.
- All changes must be incorporated into CBA's.
- **Rather than impose employee and commission contributions toward health insurance, Benzie County has continued to alter plans to keep below the State Hard Cap.**

Issue Page: Millage Rate / Taxable Value

- Headlee Rollback this year 3.4919 to 3.4692
- Taxable value increase from $1,180,226,511 to $1,208,978,276.
- Total General Fund budget increased this year.
- **16/17** $6,126,448 to **17/18** $6,372,137 ($245,689).

What are the next steps?

- Public hearing is being held on September 12, 2017.
- Budget is being set on September 12, 2017.
- Budget is to be adopted at the September 26, 2017 meeting.
- Appropriation Act, Appendix A Elected Officials Salaries, Appendix B Position Roster, Appendix C Per Diem and Millage report and L-4029 will be adopted at the September 26, 2017 meeting.
- Encourage all Commissioners and Benzie County residents, once they have reviewed the proposed FY 17/18 budget, to set up individual meetings to go over any questions/concerns they may have.
- Thanks to the Finance Committee, Department Heads and especially Dept. County Administrator Maridee Cutler for all of their assistance.

Elected Officials and Department Head Comments

RECEIVED
AUG 31 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

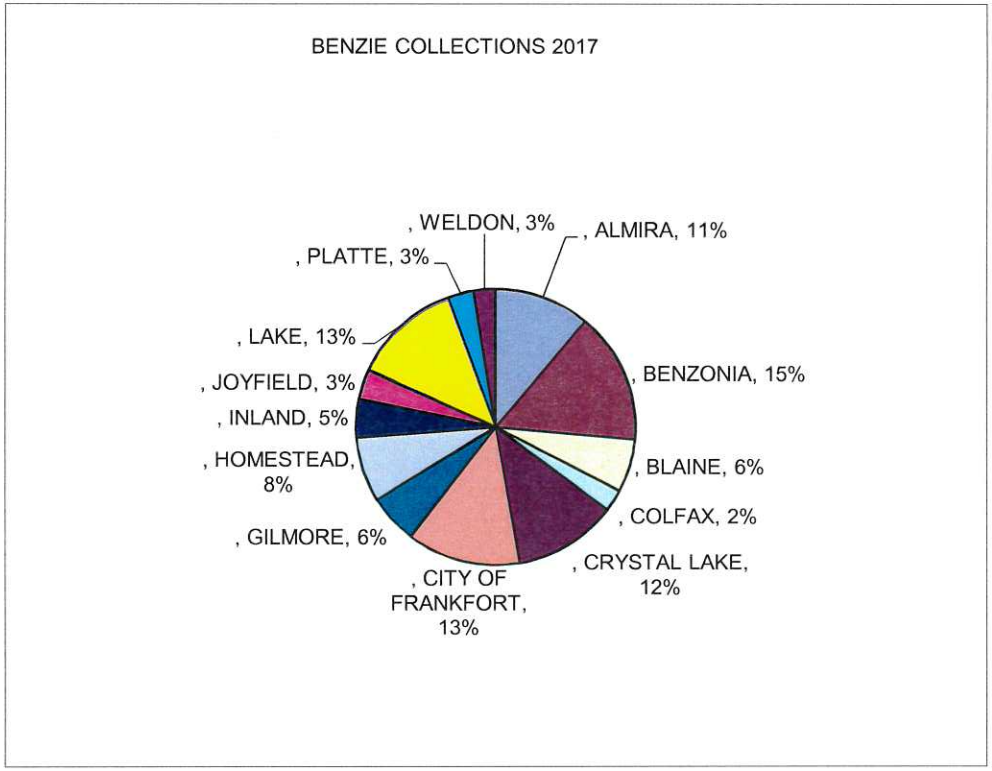
2017 BENZIE COUNTY HHW, ELECTRONICS AND SPECIAL COLLECTIONS

ALMIRA	48
BENZONIA	67
BLAINE	27
COLFAX	11
CRYSTAL LAKE	52
CITY OF FRANKFORT	57
GILMORE	25
HOMESTEAD	33
INLAND	20
JOYFIELD	15
LAKE	55
PLATTE	13
WELDON	11
PEOPLE TOTAL SERVED	**434**

Hazardous Waste Collected: 24,333lbs

Electronics Collected: 17,995lbs

Latex Paint Collection: (data not available)



2017 SCRAP TIRE COLLECTIONS

FRANKFORT: 1525 PTE
THOMPSONVILLE: 1994 PTE
ALMIRA: 1679 PTE

TIRE COLLECTIONS TOTAL: 5198 PTE (Passenger Tire Equivalent)

Single Stream Recycling to American Waste 2017: 561.2 tons January through July

2016 January through July Bin Pulls: 518
2017 January through July Bin Pulls: 583
WE HAVE HAD 65 MORE BIN PULLS FOR 31 MORE TONS THEN AT THIS SAME TIME LAST YEAR

Benzie County Office of Emergency Management

Emergency Management Activities

August 2017

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

1.	**Michigan Critical Incident Management System (MI CIMS) Training** On Wednesday August 2nd, 2017 I conducted a MI CIMS New User Training. MI CIMS is the system used in emergencies and disasters to communicate the conditions on the ground as well as resource requests from the State of Michigan. I am an instructor, and have been for quite a while, in its use.
2.	**Region 7 Homeland Security Board Meeting** On Thursday August 3rd, 2017 we held our monthly Homeland Security Planning Board Meeting. This meeting was held in Bellaire and was hosted by Antrim County.
3.	**Exercise Design Meeting** On Friday August 4th, 2017 we held an Exercise Design meeting to finalize the Full Scale Exercise to be held in Benzie County on Saturday September 9th, 2017. A copy was provided to the Board of Commissioners and I will discuss it separately.
4.	**Mass Notification System Presentation to the Local Units of Government** Over the course of the month I did presentations to the following units of government regarding the proposed mass notification system. In late July I met with the Elberta Village Council and presented the proposal. • **Village of Benzonia -** Monday August 7th, 2017 • **Village of Beulah -** Thursday August 10th, 2017 • **Village of Thompsonville -** Thursday August 14th, 2017 • **City of Frankfort -** Thursday August 15th, 2017 As a part of those presentations, I discussed the benefits to the communities with regard to emergency notifications and the benefits to them with regard to using it for water system problems, road closures, etc.
5.	**Monthly CERT Meeting** On Wednesday August 9th, 2017 we held our monthly CERT meeting where we conducted after action reviews on recent deployments and public relations activities. One of the upcoming activities included the Almira Township Music Festival.
6.	**Benzie County Fire and EMS Association Meeting** On Thursday August 15th, 2017 I attended the Benzie County Fire and EMS Association Meeting that was held at the Benzie County Government Center. Unfortunately there we an insufficient number of departments represented to have a quorum. They did have informal discussions regarding radio templates when we look at the transition to the 800MHz radio platform.
7.	**Attendance at the National Emergency Management Advanced Academy** On Sunday August 20th, 2017 I flew out to Emmitsburg MD for the fourth and final installment of the National Emergency Management Advanced Academy held at the Emergency Management Institute. Classes were held Monday through Friday and I flew back to Michigan on Saturday August 26th, 2017. If you will recall, in May of 2016 the Board of Commissioners approved my application to attend at the National Emergency Management Advanced Academy. I was notified in July of 2016 of my acceptance into the Academy, with the classed scheduled to start in October of 2016. All travel and

housing costs were paid by FEMA and the only cost to Benzie County were my time and meals. There were a few other incidental costs including parking fees and mileage, but the costs were insignificant compared to the quality of the training provided.

The National Emergency Management Advanced Academy reinforces the qualities needed to lead emergency management programs, provides relevant management theories and concepts, and utilizes appropriate case studies. NEMAA is designed for emergency management professionals with a minimum of three years' experience directly with an Emergency Management (EM) organization. The NEMAA program series consists of four (4) resident courses, each five (5) days in duration and included;

- E0451 Advanced I – A Survey of Advanced Concepts in Emergency Management
- E0452 Advanced II – Assessment and Application of Professional Style in Emergency Management
- E0453 Advanced III – Advanced Concepts and Issues in the Emergency Management Organization
- E0454 Advanced IV - Advanced Concepts and Issues in the Emergency Management Community and Profession

TAKEAWAYS FROM THE TRAINING

The size and complexity of the Emergency Management programs represented in the Advance Academy varied from Los Angeles County to a small community in central New Mexico. There were 39 Emergency Managers from across the country that attended the Advanced Academy I was a part of. Some of the topics I found very relevant to Benzie County included;

- Grant Programs and Writing Techniques
- Event Planning and Organization
- Organization of Programs within Emergency Management
- Use of Volunteers in the Emergency Management Community

This was an extremely valuable training and I appreciate the Board of Commissioners giving me the opportunity to attend. Some of the information will be valuable to me in doing my job for the county.

8. EAS Policy Group Teleconference

On Wednesday August 30th, 2017 I partook in an Emergency Alert System Policy Group Teleconference with other members throughout Michigan. The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

9. Final Exercise Design Meeting Prior to the Full Scale Exercise

Also on Wednesday August 30th, 2017 we had our final meeting to organize the upcoming Full Scale Exercise in Benzie County. The Board of Commissioners have been supplied a copy of the Exercise Plan that I will talk about separately from this report.

10. Upcoming Events

I have scheduled the following for the next two months;

September 7th – R7HSPB Meeting Grayling
September 9th – Mass Casualty Full Scale Exercise @ the Benzie County Government Center
September 13th – CERT Monthly Meeting and Training in the EOC
September 14th – Government Center Safety and Security Meeting 12:00 noon
September 18th – LEPC Meeting in the EOC
September 19th – Benzie County Fire/EMS Association Meeting
September 21st – Mass Casualty Exercise After Action Review in the EOC
September 28th – LPT Meeting in the EOC
September 30th – ARES/RACES Meeting Downtown Beulah

October 2nd, 3rd and 4th MEMA Conference @ Boyne Mountain Resort
October 11th – MI CIMS New User and Refresher Training in the EOC
October 11th – CERT Monthly Meeting and Training in Bear Lake
October 12th – R7HSPB Meeting Grayling
October 16th – LEPC Meeting in the EOC
October 17th – Benzie County Fire/EMS Association
October 26th – LPT Meeting in the EOC
October 28th – ARES/RACES Meeting Downtown Beulah

Benzie County
Office Of Emergency Management
Region 7 Homeland Security

Benzie County
Mass Casualty Response Exercise

Exercise Plan

September 9th, 2017

The Exercise Plan (ExPlan) gives elected and appointed officials, observers, media personnel, and players from participating organizations information they need to observe or participate in the exercise. Some exercise material is intended for the exclusive use of exercise planners, controllers, and evaluators, but players may view other materials that are necessary to their performance. All exercise participants may view the ExPlan.

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

EXERCISE OVERVIEW

Exercise Name	Benzie County Mass Casualty Response Exercise
Exercise Dates	September 9th, 2017
Scope	This exercise is a mass casualty incident involving a large vehicle and a passenger bus. The exercise will be held in the parking lot of the Benzie County Government Center at 448 Court Place in Beulah, MI. While we are planning for approximately 6 to 7 hours of training, we will be running 3 exercises lasting 45 minutes to 1 hour long each. Exercise play is limited to a staggered arrival of resources, triaging of patients, patient care, packaging of patients and transport to the upper level parking lot. Because of the expected number of responders, we hope to conduct 3 scenario's that will allow for different participants and change up the response to a certain degree.
Mission Area(s)	Response
Core Capabilities	**OPERATIONAL COORDINATION** Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities. **PUBLIC HEALTH, HEALTHCARE, AND EMERGENCY MEDICAL SERVICES** Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support, and products to all affected populations. **MASS SEARCH AND RESCUE OPERATIONS** Deliver traditional and atypical emergency medical capabilities, including personnel, services and assets to survivors in need, with the goal of saving the greatest number of lives in the shortest time possible. **OPERATIONAL COMMUNICATIONS** Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.
Objectives	**OPERATIONAL COORDINATION** 1. Execute operations with functional and integrated communications among appropriate entities in accordance with established protocols.

2. Establish and maintain partnership structures among Protection elements to support networking, planning, and coordination.
3. Establish protocols to integrate mitigation data elements in support of operations.
4. Mobilize all critical resources and establish command, control, and coordination structures within the affected community and other coordinating bodies as needed throughout the duration of an incident.
5. Enhance and maintain National Incident Management System (NIMS)-compliant command, control, and coordination structures to meet basic human needs, stabilize the incident, and transition to recovery.

PUBLIC HEALTH AND MEDICAL SERVICES

1. Complete triage and initial stabilization of casualties and begin definitive care for those likely to survive their injuries.
2. Return medical surge resources to pre-incident levels, complete health assessments, and identify recovery processes.

MASS SEARCH AND RESCUE OPERATIONS

1. Conduct search and rescue operations to locate and rescue persons in distress, based on the requirements of state and local authorities.
2. Initiate community-based search and rescue support operations across a wide geographically dispersed area.
3. Ensure the synchronized deployment of local, regional, national, and international teams to reinforce ongoing search and rescue efforts and transition to recovery.

OPERATIONAL COMMUNICATIONS

1. Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between state, and local first responders.
2. Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and transition to recovery

Threat or Hazard

1. Trapped and injured individuals requiring rescue and medical response.
2. Identifying threats and separating them from victims and/or suspects.

Scenario

There will be a simulated call to Benzie County Central Dispatch that will communicate an accident between a bus (either a public or school bus) and a dump truck. There is significant damage to the bus and it is feared that several people are injured or killed. There is significant smoke and a fear of fire.

There will be an incident within the incident that will include:

- A first responder being struck by a vehicle.
- A first responder having a significant medical incident.

Sponsor

Benzie County Office of Emergency Management

Participating Organizations	• Sleeping Bear Dunes National Lakeshore Park Rangers • Bear Lake Township CERT • Benzie County CERT • Benzie County Central Dispatch • Benzie County Emergency Medical Services • Benzie County Office of Emergency Management • Benzie-Leelanau Health Department • Almira Township Fire Department • Benzonia Township Fire Department • Frankfort Fire Department • Homestead Township Fire Department • Inland Township Fire Department • Thompsonville Fire Department • Benzie County Sheriff's Office • Frankfort Police Department • Michigan Department of Natural Resources • Michigan State Police • Thompsonville EMS
Point of Contact	Frank Post, Emergency Management Coordinator Benzie County Office Of Emergency Management 448 Court Place, Beulah, MI 49617 (231) 882-0567 fpost@benzieco.net

GENERAL INFORMATION

Exercise Objectives and Core Capabilities

The following exercise objectives in Table 1 describe the expected outcomes for the exercise. The objectives are linked to core capabilities, which are distinct critical elements necessary to achieve the specific mission area(s). The objectives and aligned core capabilities are guided by elected and appointed officials and selected by the Exercise Planning Team.

Exercise Objective	Core Capability
• Ensure the capacity to communicate. • Assure sufficient communications infrastructure within the affected areas exists.	• Test functional and integrated communications
• Coordinate and conduct search and rescue operations to locate and rescue persons in that have been injured or otherwise in distress. • Coordinate and conduct triaging of patients. • Identify and request emergency resources not typically utilized in normal operations. • Ensure the synchronized deployment of local, rescue efforts and transition to recovery.	• Conduct traditional search and rescue capabilities. • Establish a safe and secure environment in an affected area. • Provide and maintain on scene security and meet the protection needs of the affected population over a geographically dispersed area while eliminating or mitigating the risk of further damage to persons, property, and the environment.
• Execute operations with functional and integrated communications. • Establish and maintain partnership structures. • Establish protocols between agencies. • Mobilize all critical resources and establish command, control, and coordination structures.	• Establish and maintain a unified and coordinated operational structure

Table 1. Exercise Objectives and Associated Core Capabilities

Participant Roles and Responsibilities

The term *participant* encompasses many groups of people, not just those playing in the exercise. Groups of participants involved in the exercise, and their respective roles and responsibilities, are as follows:

- **Law Enforcement Players**. Players will replace their weapons with replica training guns to simulate a response while armed. No real or loaded firearms will be allow in the exercise area. Armed law enforcement officers, not participating in the exercise will be stationed around the exercise area.
- **Players.** Players are personnel who have an active role in discussing or performing their regular roles and responsibilities during the exercise. Players discuss or initiate actions in response to the simulated emergency. These include fire service personnel, central dispatch personnel and emergency medical services personnel.
- **Controllers.** Controllers plan and manage exercise play, set up and operate the exercise site, and act in the roles of organizations or individuals that are not playing in the exercise. Controllers direct the pace of the exercise, provide key data to players, and may prompt or initiate certain player actions to ensure exercise continuity. In addition, they issue exercise material to players as required, monitor the exercise timeline, and supervise the safety of all exercise participants.

- **Simulators.** Simulators are control staff personnel who role play nonparticipating organizations or individuals. They most often operate out of the Simulation Cell (SimCell), but they may occasionally have face-to-face contact with players. Simulators function semi-independently under the supervision of SimCell controllers, enacting roles (e.g., media reporters or next of kin) in accordance with instructions provided in the Master Scenario Events List (MSEL). All simulators are ultimately accountable to the Exercise Director and Senior Controller.
- **Evaluators.** Evaluators evaluate and provide feedback on a designated functional area of the exercise. Evaluators observe and document performance against established capability targets and critical tasks, in accordance with the Exercise Evaluation Guides (EEGs).
- **Actors.** Actors simulate specific roles during exercise play, typically victims or other bystanders. Some actors will have moulage to simulate bullet injuries.
- **Observers.** Observers visit or view selected segments of the exercise. Observers do not play in the exercise, nor do they perform any control or evaluation functions. Observers view the exercise from a designated observation area and must remain within the observation area during the exercise. Very Important Persons (VIPs) are also observers, but they frequently are grouped separately.
- **Media Personnel.** Some media personnel may be present as observers, pending approval by the sponsor organization and the Exercise Planning Team.
- **Support Staff.** The exercise support staff includes individuals who perform administrative and logistical support tasks during the exercise (e.g., registration, catering).

Exercise Assumptions and Artificialities

In any exercise, assumptions and artificialities may be necessary to complete play in the time allotted and/or account for logistical limitations. Exercise participants should accept that assumptions and artificialities are inherent in any exercise, and should not allow these considerations to negatively impact their participation.

Assumptions

Assumptions constitute the implied factual foundation for the exercise and, as such, are assumed to be present before the exercise starts. The following assumptions apply to the exercise:

- The exercise is conducted in a no-fault learning environment wherein capabilities, plans, systems, and processes will be evaluated.
- The exercise scenario is plausible, and events occur as they are presented.
- Exercise simulation contains sufficient detail to allow players to react to information and situations as they are presented as if the simulated incident were real.
- Participating agencies may need to balance exercise play with real-world emergencies. Real-world emergencies take priority.

Artificialities

During this exercise, the following artificialities apply:

- Exercise communication and coordination is limited to participating exercise organizations, venues, and the SimCell.
- Only communication methods listed in the ICS 205 Incident Radio Communications Plan are available for players to use during the exercise.
- Evaluators, Controllers, Safety Officers and Briefers will be throughout the scene but will be treated as part of the landscape, UNLESS, a safety violation is occurring, whereby they SHALL take mitigating action.
- The busses used in the exercise are not to be damaged. Actors in the seats will have a piece of plywood between them and the aisle of the bus denoting they are trapped and will require extrication. Players confronted with this situation will need to call for fire department extrication. The fire department will be provided junk vehicles that will be outside but next to the busses and will be directed by an evaluator pry or cut open a door for each extrication requested. Players will provide appropriate medical evaluation and/or care to the Actor that is simulated trapped (if indicated) until such time that the fire department makes entry to the junk vehicle and radios the same to the Player in the bus. The obstructing plywood can then be removed and the Actor treated and removed from the bus per proper medical protocol.
- Treatment and/or evacuation of Players who are exhibiting simulated injuries will be taken with more care than may be taken under actual conditions.

EXERCISE LOGISTICS

Safety

Exercise participant safety takes priority over exercise events. The following general requirements apply to the exercise:

- A Safety Controller is responsible for participant safety; any safety concerns must be immediately reported to the Safety Controller. The Safety Controller and Exercise Director will determine if a real-world emergency warrants a pause in exercise play and when exercise play can be resumed.
- For an emergency that requires assistance, use the phrase **"REAL-WORLD EMERGENCY."** The following procedures should be used in case of a real emergency during the exercise:
  - Anyone who observes a participant who is seriously ill or injured will immediately notify emergency services and the closest controller, and, within reason and training, render aid.
  - The controller aware of a real emergency will initiate the **"REAL-WORLD EMERGENCY"** broadcast and provide the Safety Controller, Senior Controller, and Exercise Director with the location of the emergency and resources needed, if any.
- Firearms will be will be switched out for simulated replica weapons for the duration of the exercise.

Emergency Medical Services

The Benzie County Emergency Medical Services will coordinate with local emergency medical services in the event of a real-world emergency. Benzie County Emergency Medical Services is the Advance Life Support transport service that has jurisdiction over the exercise area.

Site Access

Security

Entry control will be required for the exercise venue. The Benzie County Government Center, its parking lots and the driveways will be closed to the public for the duration of the exercise. Players should advise their Benzie County controller or evaluator of any unauthorized persons.

Both the Government Complex and Sheriff's Office shall have the public parking and drive aisles barricaded prior to the start of the events and shall remain closed to public traffic until the training is terminated.

Weapons Inspection and Security

Personnel who are participating in this exercise will not be allowed to carry firearms for this exercise. Firearms are not required and replica training guns will be provided to armed law enforcement personnel during their active participation in this training.

Media/Observer Coordination

Organizations with media personnel and/or observers attending the event should coordinate with the Public Information Officer (PIO) for access to the exercise site. Media/Observers are escorted to designated areas and accompanied by an exercise controller at all times. The PIO and/or the observer controller may be present to explain exercise conduct and answer questions. Exercise participants should be advised of media and/or observer presence.

Restroom Facilities

There are restroom facilities in the Government Center that are available between exercise scenarios. During active exercise operations, there restroom facilities located at the Benzie County Sheriff's Office in the main lobby.

POST-EXERCISE AND EVALUATION ACTIVITIES

Debriefings

There will be 3 exercises scheduled during the course of the day. After each exercise will have a short "Post-Exercise Debriefing" with the aim of collecting sufficient relevant data to support effective evaluation and improvement planning.

Hot Wash

At the conclusion of all exercise play, controllers facilitate a Hot Wash to allow players to discuss strengths and areas for improvement, and evaluators to seek clarification regarding player actions and decision-making processes. All participants may attend; however, observers are not encouraged to attend the meeting. The Hot Wash should not exceed 30 minutes.

Controller and Evaluator Debriefing

Controllers and evaluators attend a facilitated C/E Debriefing immediately following the exercise. During this debriefing, controllers and evaluators provide an overview of their observed functional areas and discuss strengths and areas for improvement.

Participant Feedback Forms

Participant Feedback Forms provide players with the opportunity to comment candidly on exercise activities and exercise design. Participant Feedback Forms should be collected at the conclusion of the Hot Wash.

Evaluation

Exercise Evaluation Guides

EEGs assist evaluators in collecting relevant exercise observations. EEGs document exercise objectives and aligned core capabilities, capability targets, and critical tasks. Each EEG provides evaluators with information on what they should expect to see demonstrated in their functional area. The EEGs, coupled with Participant Feedback Forms and Hot Wash notes, are used to evaluate the exercise and compile the After-Action Report (AAR).

After-Action Report

The AAR summarizes key information related to evaluation. The AAR primarily focuses on the analysis of core capabilities, including capability performance, strengths, and areas for improvement. AARs also include basic exercise information, including the exercise name, type of exercise, dates, location, participating organizations, mission area(s), specific threat or hazard, a brief scenario description, and the name of the exercise sponsor and POC.

Improvement Planning

Improvement planning is the process by which the observations recorded in the AAR are resolved through development of concrete corrective actions, which are prioritized and tracked as a part of a continuous corrective action program.

After-Action Meeting

The After-Action Meeting (AAM) is a meeting held among decision and policy-makers from the exercising organizations, as well as the Lead Evaluator and members of the Exercise Planning Team, to debrief the exercise and to review and refine the draft AAR and Improvement Plan (IP). The AAM should be an interactive session, providing attendees the opportunity to discuss and validate the observations and corrective actions in the draft AAR/IP.

The After Action Meeting will be at the Benzie County Emergency Operations Center (EOC) on Thursday September 21st, 2017 at 4:00pm to go over the exercise and begin the draft of the Improvement Plan.

Improvement Plan

The IP identifies specific corrective actions, assigns them to responsible parties, and establishes target dates for their completion. It is created by elected and appointed officials from the organizations participating in the exercise, and discussed and validated during the AAM.

PARTICIPANT INFORMATION AND GUIDANCE

Exercise Rules

The following general rules govern exercise play:

- Real-world emergency actions take priority over exercise actions.
- Exercise players will comply with real-world emergency procedures, unless otherwise directed by the control staff.
- All communications (including written, radio, telephone, and e-mail) during the exercise will begin and end with the statement **"THIS IS AN EXERCISE."**
- Exercise players who place telephone calls or initiate radio communication with the SimCell must identify the organization or individual with whom they wish to speak.

Players Instructions

Players should follow certain guidelines before, during, and after the exercise to ensure a safe and effective exercise.

Before the Exercise

- Review appropriate organizational plans, procedures, and exercise support documents.
- Be at the appropriate site at least 30 minutes before the exercise starts. Wear the appropriate uniform and/or identification item(s).
- Sign in when you arrive.
- If you gain knowledge of the scenario before the exercise, notify a controller so that appropriate actions can be taken to ensure a valid evaluation.
- Read your Player Information Handout, which includes information on exercise safety.

During the Exercise

- Respond to exercise events and information as if the emergency were real, unless otherwise directed by an exercise controller.
- Controllers will give you only information they are specifically directed to disseminate. You are expected to obtain other necessary information through existing emergency information channels.
- Do not engage in personal conversations with controllers, evaluators, observers, or media personnel. If you are asked an exercise-related question, give a short, concise answer. If you are busy and cannot immediately respond, indicate that, but report back with an answer as soon as possible.
- If you do not understand the scope of the exercise, or if you are uncertain about an organization's participation in an exercise, ask a controller.
- Parts of the scenario may seem implausible. Recognize that the exercise has objectives to satisfy and may require incorporation of unrealistic aspects. Every effort has been made by the exercise's trusted agents to balance realism with safety and to create an effective learning and evaluation environment.

- All exercise communications will begin and end with the statement **"THIS IS AN EXERCISE."** This precaution is taken so that anyone who overhears the conversation will not mistake exercise play for a real-world emergency.
- When you communicate with the SimCell, identify the organization or individual with whom you wish to speak.
- Speak when you take an action. This procedure will ensure that evaluators are aware of critical actions as they occur.
- Maintain a log of your activities. Many times, this log may include documentation of activities that were missed by a controller or evaluator.

After the Exercise

- Participate in the Hot Wash at your venue with controllers and evaluators.
- Complete the Participant Feedback Form. This form allows you to comment candidly on emergency response activities and exercise effectiveness. Provide the completed form to a controller or evaluator.
- Provide any notes or materials generated from the exercise to your controller or evaluator for review and inclusion in the AAR.

Simulation Guidelines

Because the exercise is of limited duration and scope, certain details will be simulated. The physical description of what would fully occur at the incident sites and surrounding areas will be relayed to players by simulators or controllers. A SimCell will simulate the roles and interactions of nonparticipating organizations or individuals.

- Exercise communication and coordination is limited to participating exercise organizations, venues, and the SimCell.
- A SimCell will be established in the Benzie County EOC phones to call into Central Dispatch as required by the MSEL.
  - Telephone Communications into Central Dispatch from the EOC will be to 4 cell phones that are simulating the 911 call trunk lines. No calls will be made to Central Dispatch utilizing the true 911 lines.
  - A single outgoing "Resource Line" phone number that will be utilized for any request for resources. When request are made by on scene emergency first responders for a resource that requires Central Dispatch to make a telephone notification, they will use this established single phone number. That phone will be staffed by a volunteer that will answer "Resource Line". Central Dispatch will make their request for whatever resource is required. If the request to the "Resource Line" requires a call back to Central Dispatch, the a notation shall be made and the call returned to Central Dispatch in a realistic time frame.
  - Only communication methods listed in the ICS 205 Incident Radio Communications Plan are available for players to use during the exercise.

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APPENDIX A: EXERCISE SCHEDULE

[**Note:** Because this information is updated throughout the exercise planning process, appendices may be developed as stand-alone documents rather than part of the ExPlan.]

Time	ACTIVITY
	September 9th, 2017
8:30am to 9:30am	Actors Requiring Moulage Report to the Conference Room on the Lower Level of the Government Center - Room 121
11:00am	Evaluators, Controllers, Safety Officers Report BOC Room After Meeting, set up staging areas, weapons inspection station,
12:00noon	Registration of all Players/Welcome and Opening Remarks
12:15pm	**Lunch Begins**
12:45pm	**Lunch Ends**
Time	**MODULE 1**
12:45pm	Actors Briefing and to positions
1:00pm	Player Briefing and to positions
1:15pm	Module 1 Begins
2:00pm	Module 1 Ends
2:10pm	Module 1 Briefing, Caucus Discussion and Brief Back
Time	**MODULE 2**
2:45pm	Actors Briefing and to positions
2:50pm	Player Briefing and to positions
3:00pm	Module 2 Begins
3:45pm	Module 2 Ends
4:00pm	Module 2 Briefing, Caucus Discussion and Brief Back
Time	**MODULE 3**
4:20pm	Actors Briefing and to positions
4:25pm	Player Briefing and to positions
4:30pm	Module 3 Begins
5:15pm	Module 3 Ends
5:30pm	Module 3 Briefing, Caucus Discussion and Brief Back
5:45PM	**CLOSING COMMENTS**

APPENDIX B: EXERCISE PARTICIPANTS

Participating Organizations
Local and Municipal Participants
Almira Township Fire Department Benzonia Township Fire Department Frankfort Fire Department Inland Township Fire Department Homestead Township Fire Department Thompsonville Fire Department Frankfort Police Department Thompsonville Area Ambulance Service
County Participants
Benzie County Central Dispatch Benzie County Emergency Medical Services Benzie County Office of Emergency Management Benzie County Sheriff's Office Benzie-Leelanau Health Department
State Participants
Michigan State Police
Federal Participants
Sleeping Bear Dunes National Lakeshore Park Rangers
Volunteer Organizations
Benzie County CERT Bear Lake Township CERT

	Evaluators and Controllers		
1	Frank Post	Benzie County Office of Emergency Management	Lead Controller
	Director Ronald Berns	Benzie County Central Dispatch	Controller, Communications Briefing
2	Ranger Joseph Lachowski	Sleeping Bear Dunes National Lakeshore	Safety Briefing, Hot Wash Facilitator
3	Chief Tim Markey	Homestead Township Fire Department	Safety
4	Abby Reimink	Wayland EMS	Safety/Stenographer
5	Matt Ansorge	Leelanau County 911 and Emergency Management	Evaluator
6	Sarah Benson	Wexford County Office of Emergency Management	Evaluator
7	Lt. Michael deCastro	Michigan State Police-Emergency Management and Homeland Security Division	Evaluator
8	Lt. Brian Gutowski	Manistee County Office of Emergency Management	Evaluator
9	Chief Rob Lozowski	Frankfort Police Department	Evaluator
10	Leslie Meyers	Antrim County Office of Emergency Management	Evaluator
11	Chief Doug Pratt	Crawford County Emergency Management	Evaluator
12	James Reardon	Benzie-Leelanau Health Department	Evaluator
13	Jared Sonderegger	Grand Traverse Band of Ottawa and Chippewa Indians	Evaluator

	Exercise Staff Positions	
1	Larry Gibson	Bear Lake CERT/Extrication Monitor
2	David Hanchett	Benzie County CERT/Extrication Monitor
3	Sandy Ruppert	Otsego County CERT/Moulage

	Exercise Actor Positions	
1	Shawn Antol	Benzie County CERT
2	Carl Begley	Bear Lake CERT
3	Robert Braveheart	Benzie County CERT
4	Bob Crowell	Bear Lake CERT
5	Barb Czarnecki	Bear Lake CERT
6	Dennis David	Benzie County CERT
7	Loretta David	Benzie County CERT
8	Meredith Goodrick	Heartland Hospice
9	Deb Hanchett	Benzie County CERT/Stenographer/Actor
10	Kary Kapp	Bear Lake CERT
11	Lori Richmann	Benzie County CERT/Moulage/Actor
12	Mike Ruppert	Otsego County CERT
13	Janet Rivera	Benzie County CERT/Moulage/Actor
14	Lori Rivera	Benzie County CERT/Moulage/Actor
15	Chuck Schaeffer	Benzie County CERT
16	Matthew Wooten	Step-Mother Sarah Benson
17	Michael Wooten	Step-Mother Sarah Benson
18	David Dell	Benzie County ARES/RACES
19	Zack Dell	Grandfather David Dell
20	Casey Aldrich	Mother Carrie Aldrich (231) 392-3439 carrie@galsys.com
21	Lee Aldrich	Mother Carrie Aldrich (231) 392-3439 carrie@galsys.com

	Observers	
1	Susan Gasco	Little Traverse Bay Band of Odawa Indians-Observer

APPENDIX C: COMMUNICATIONS PLAN

All spoken and written communications will start and end with the statement ["THIS IS AN EXERCISE."]

Player Communications

Exercise communications do not interfere with real-world emergency communications. Players use routine organization communications systems. Additional communication assets may be made available as the exercise progresses. Each venue or organization coordinates its internal communication networks and channels.

Controller Communications

The principal methods of information transfer for controllers during the exercise are Firefighter assigned VHF portable and vehicle mounted VHF radios. See the attached ICS-205-Incident Radio Communication Plan for details regarding frequencies, tone controls, etc. Cell phones for evaluators using wireless phone or messaging may be used in the event of communication failure. The controller communications network allows the Exercise Director or Senior Controller to make and announce universal changes in exercise documentation, such as changes to the Master Scenario Events List (MSEL).

The primary means of communication among the SimCell, controllers, and Players is the VCALL and VTAC frequencies intended for inter-county fire suppression operations. A list of key telephone numbers will be available before the exercise starts.

Radio call signs will be assigned as the simulation unfolds using the Incident Command System naming conventions.

Communications Check

Before the exercise, the Simulation Cell conducts a communications check with all interfacing communications nodes to ensure redundancy and uninterrupted flow of control information.

Player Briefing

Controllers may be required to provide scenario details to participants to begin exercise play. Technical handouts or other materials also may be provided to orient players with the exercise.

Public Affairs

The sponsor organization and participating organizations are responsible for coordinating and disseminating public information before the exercise. Each venue should follow internal procedures.

INCIDENT RADIO COMMUNICATIONS PLAN (ICS 205)

1. Incident Name:	2. Date/Time Prepared:	3. Operational Period:
Mass Casualty Exercise	Date: 9/1/2017 Time: 11:30	Date From: 9/9/2017 Date To: 9/9/2017 Time From: 12:00 Time To: 18:00

4. Basic Radio Channel Use:

Zone Grp.	Ch #	Function	Channel Name/Trunked Radio System Talkgroup	Assignment	RX Freq N or W	RX Tone/NAC	TX Freq N or W	TX Tone/NAC	Mode (A, D, or M)	Remarks
		MAIN DISPATCH	VCALL10	BENZIE 911						Fire and EMS communications with Dispatch
		FIRE COMMAND	VTAC11	FIRE UNITS						Fire Talk Around
		EMS COMMAND	VTAC12	EMS UNITS						EMS Talk Around
		OPERATIONAL TAC	VTAC13	ALL						Fire/EMS Talk Around
		Evaulators TAC	FRS	Evaluators						
F		Law Enforcement	8TAC91D	LE Officers						LE communications with Dispatch
F		Law Enforcement	8TAC92D	LE Officers						LE Traffic Control

5. Special Instructions:

WE NEED TO CONFIRM WITH THE PLAYERS THEY KNOW WHERE THEIR ASSIGNED CHANNELS/TALK GROUPS ARE LOCATED IN THEIR RADIOS PRIOR TO STARTING THE EXERCISE.

6. Prepared by (Communications Unit Leader): Name: Ronald Berns Signature:

ICS 205	IAP Page	Date/Time: 9/1/2017 11:30 AM

ICS 205
Incident Radio Communications Plan

Purpose. The Incident Radio Communications Plan (ICS 205) provides information on all radio frequency or trunked radio system talkgroup assignments for each operational period. The plan is a summary of information obtained about available radio frequencies or talkgroups and the assignments of those resources by the Communications Unit Leader for use by incident responders. Information from the Incident Radio Communications Plan on frequency or talkgroup assignments is normally placed on the Assignment List (ICS 204).

Preparation. The ICS 205 is prepared by the Communications Unit Leader and given to the Planning Section Chief for inclusion in the Incident Action Plan.

Distribution. The ICS 205 is duplicated and attached to the Incident Objectives (ICS 202) and given to all recipients as part of the Incident Action Plan (IAP). All completed original forms must be given to the Documentation Unit. Information from the ICS 205 is placed on Assignment Lists.

Notes:

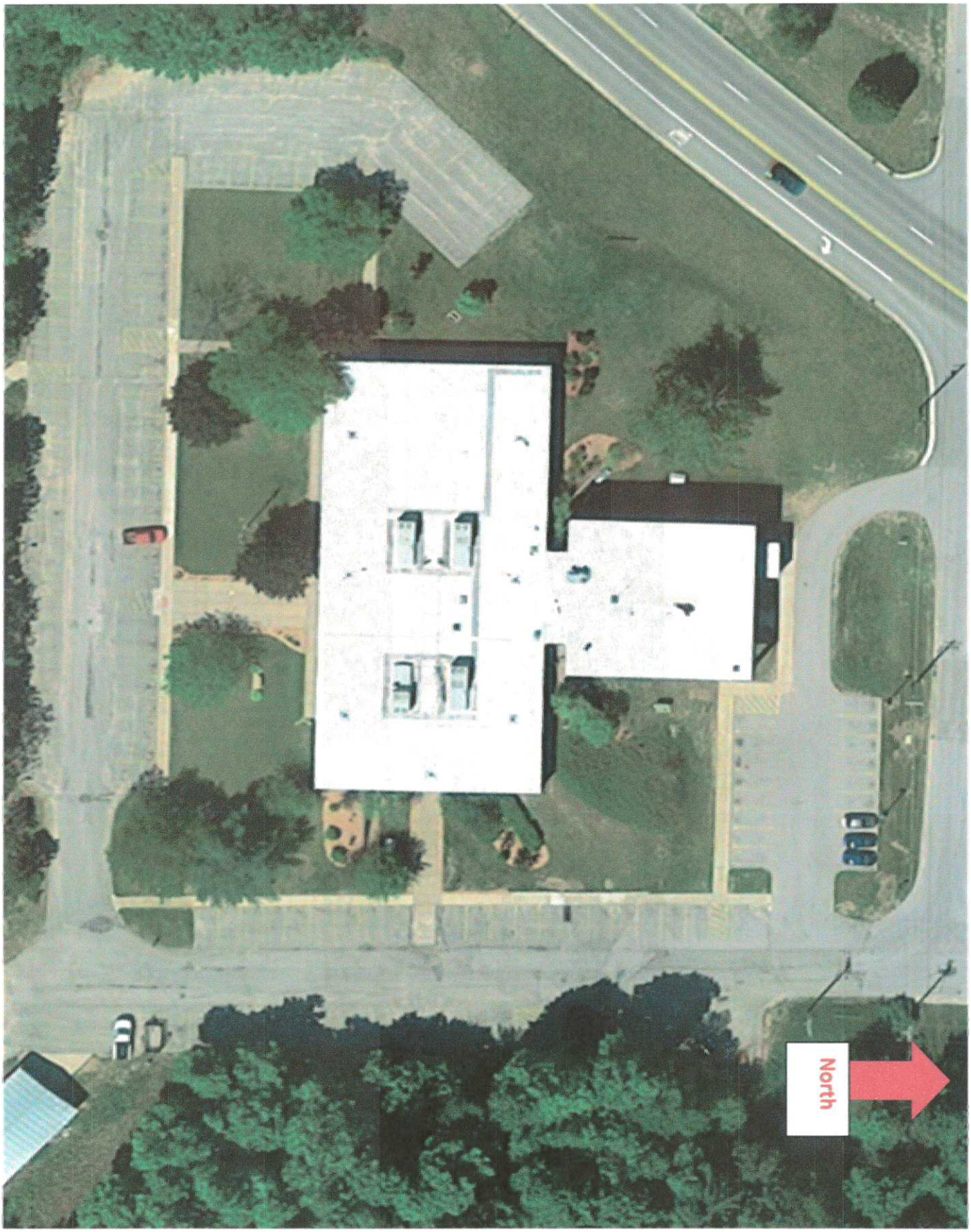
- The ICS 205 is used to provide, in one location, information on all radio frequency assignments down to the Division/Group level for each operational period.
- The ICS 205 serves as part of the IAP.

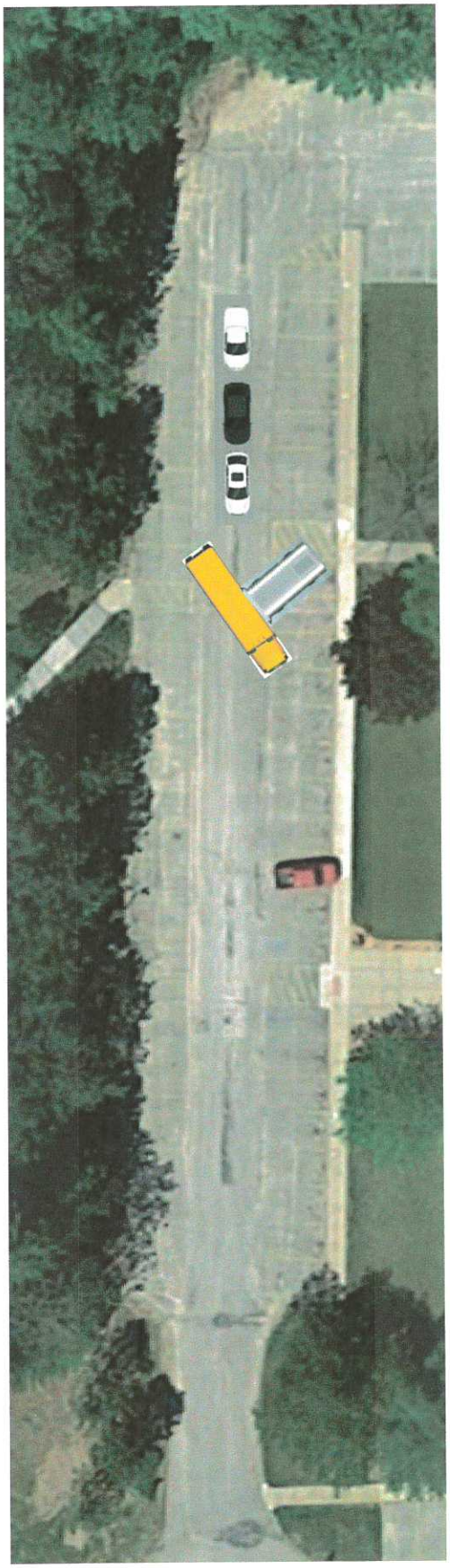
Block Number	Block Title	Instructions
1	Incident Name	Enter the name assigned to the incident.
2	Date/Time Prepared	Enter date prepared (month/day/year) and time prepared (using the 24-hour clock).
3	Operational Period • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
4	Basic Radio Channel Use	Enter the following information about radio channel use:
	Zone Group	
	Channel Number	Use at the Communications Unit Leader's discretion. Channel Number (Ch #) may equate to the channel number for incident radios that are programmed or cloned for a specific Communications Plan, or it may be used just as a reference line number on the ICS 205 document.
	Function	Enter the Net function each channel or talkgroup will be used for (Command, Tactical, Ground-to-Air, Air-to-Air, Support, Dispatch).
	Channel Name/Trunked Radio System Talkgroup	Enter the nomenclature or commonly used name for the channel or talk group such as the National Interoperability Channels which follow DHS frequency Field Operations Guide (FOG).
	Assignment	Enter the name of the ICS Branch/Division/Group/Section to which this channel/talkgroup will be assigned.
	RX (Receive) Frequency (N or W)	Enter the Receive Frequency (RX Freq) as the mobile or portable subscriber would be programmed using xxx.xxxx out to four decimal places, followed by an "N" designating narrowband or a "W" designating wideband emissions. The name of the specific trunked radio system with which the talkgroup is associated may be entered across all fields on the ICS 205 normally used for conventional channel programming information.
	RX Tone/NAC	Enter the Receive Continuous Tone Coded Squelch System (CTCSS) subaudible tone (RX Tone) or Network Access Code (RX NAC) for the receive frequency as the mobile or portable subscriber would be programmed.

Block Number	Block Title	Instructions
4 (continued)	TX (Transmit) Frequency (N or W)	Enter the Transmit Frequency (TX Freq) as the mobile or portable subscriber would be programmed using xxx.xxxx out to four decimal places, followed by an "N" designating narrowband or a "W" designating wideband emissions.
	TX Tone/NAC	Enter the Transmit Continuous Tone Coded Squelch System (CTCSS) subaudible tone (TX Tone) or Network Access Code (TX NAC) for the transmit frequency as the mobile or portable subscriber would be programmed.
	Mode (A, D, or M)	Enter "A" for analog operation, "D" for digital operation, or "M" for mixed mode operation.
	Remarks	Enter miscellaneous information concerning repeater locations, information concerning patched channels or talkgroups using links or gateways, etc.
5	**Special Instructions**	Enter any special instructions (e.g., using cross-band repeaters, secure-voice, encoders, private line (PL) tones, etc.) or other emergency communications needs. If needed, also include any special instructions for handling an incident within an incident.
6	**Prepared by** (Communications Unit Leader) • Name • Signature • Date/Time	Enter the name and signature of the person preparing the form, typically the Communications Unit Leader. Enter date (month/day/year) and time prepared (24-hour clock).

APPENDIX D: EXERCISE SITE MAPS AND PHOTOS

Figure D.1: Benzie County Government Center Aerial View


North



APPENDIX E: ACRONYMS

Acronym	Term
C/E	Controller/Evaluator
DHS	U.S. Department of Homeland Security
HSEEP	Homeland Security Exercise and Evaluation Program
SME	Subject Matter Expert
911	Benzie County Central Dispatch
BCCD	Benzie County Central Dispatch
BCOEM	Benzie County Office of Emergency Management
BCEMS	Benzie County Emergency Medical Services
FFD	Frankfort Fire Department
FPD	Frankfort Police Department
ICS	Incident Command System
ExPlan	Exercise Plan
HSEEP	Homeland Security Exercise and Evaluation Program
SME	Subject Matter Expert
DHS	U.S. Department of Homeland Security
SBDLE	Sleeping Bear Dunes Law Enforcement
BCSO	Benzie County Sheriff's Office
BCSO-CD	Benzie County Sheriff's Office – Corrections Division
BTFD	Benzonia Township Fire Department
HTFD	Homestead Township Fire Department
SitMan	Situation Manual

BENZIE COUNTY VETERANS' AFFAIRS COMMITTEE
Meeting Minutes
Monday, June 5, 2017, 9:00am
Conference Room 206, Governmental Center, Beulah, Michigan

Committee Members present: Tom Stobie, Camp Bailey, Phil Hoyt, Bob Roelofs, Ed Kowalski, and Dale Ginzel (Secretary). Absent: Kirt Giddis
Also present: Michelle Thompson

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

A motion was made by Phil and supported by Ed to approve agenda. Motion was approved unanimously.

A motion was made by Ed and supported by Phil to approve May 1, 2017 committee meeting minutes. Motion was approved unanimously.

Public Comment: Matt Morgan, candidate for 1st U.S. Congressional District, introduced himself and answered questions regarding healthcare, training and employment opportunities for veterans, etc.

Outside Veterans Meetings: Tom and Bob attended the Grand Traverse County VA Committee.

County Veterans Counselor Report: Tom read a letter from Grand Traverse County regarding Chuck Lerchen's resignation.

Financial input: Michelle Thompson gave the financial report as of June 5, 2017: The Veteran's Relief Fund (293) has an end balance of $112,052.73. The Veterans Trust Fund (294) End Balance is $5,019.63. Memorial Fund (Fund 701) balance is $6,330.32.

Old Business:

a. Eli Harris will start hardscaping NLT June 13, 2017.
b. Wendell Putney will donate plants and shrubs for the Memorial site.
c. Bob will assist with ballards and conflict plaques.
d. Date for Memorial dedication is TBD.

New Business: None

Mileage, bills and per diem requests:

a. Bob made a motion and was supported by Camp to approve mileage and per diem for May 1 and May 15 committee meetings. Roll call: Tom – yes, Phil – yes, Ed – yes, Camp – yes, Dale – yes, Bob – yes. Kirt – not present

Meeting was adjourned at 10:22am

RECEIVED
SEP 07 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BENZIE COUNTY VETERANS' AFFAIRS COMMITTEE
Meeting Minutes
Monday, July 3, 2017, 9:00am
Conference Room 206, Governmental Center, Beulah, Michigan

Committee Members present: Tom Stobie, Camp Bailey, Phil Hoyt, Bob Roelofs, Ed Kowalski, Kirt Giddis and Dale Ginzel (Secretary)
Also present: Gary Sauer and Art Melendez

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

A motion was made by Ed and supported by Bob to approve agenda. Motion was approved unanimously.

A motion was made by Bob and supported by Ed to approve June 5, 2017 committee meeting minutes. Motion was approved unanimously.

Public Comment: None

Outside Veterans Meetings: Phil attended GTAVC meeting. Veterans are invited to USCG Open Ramp to view aircraft. Gold Star Mothers' Monument will be placed September 25, 2017. Honor Flight will depart September 13 from Grand Rapids to Washington D.C. Grand Traverse County VA office is implementing new policies to enhance customer service.

Tom and Bob attended the Grand Traverse County VA Committee meeting. Bob Wagoneer recommended that Chuck Lerchen serve as consultant during process to hire his replacement. There was no support from other committee members.

County Veterans Counselor Report: Bob read an email from Jennifer Dehaan, Deputy Director Administrator Grand Traverse County, informing us that Grand Traverse County is committed to ensuring services will continue to veterans during process to hire new VA Director.

Financial input: Michelle Thompson not present. $3,019.39 is due to Belden Bricks, but committee reached a consensus that the committee will not pay remaining balance until an agreement has been made with Belden Bricks due to delays of brick delivery.

Old Business:

a. While in Alaska, Kirt presented Dr. Dee with plaque from Committee in appreciation for financial support for construction of Memorial.

New Business:

a. A discussion and decision was made to have Memorial Site dedication take place on Sunday, August 13 at 2:00pm.
b. A discussion took place regarding possible MDOT road sign directing / informing visitors to Memorial Site.

Mileage, bills and per diem requests:

a. Ed made a motion and supported by Camp to approve mileage and per diem for June 5th committee meeting. Roll call: Tom – yes, Phil – yes, Ed – yes, Camp – yes, Dale – yes, Bob – yes. Kirt – yes
b. Bob made motion and supported by Ed to pay $50 fee to remain in GTAVC. Roll call: Tom – yes, Phil – yes, Ed – yes, Camp – yes, Dale – yes, Bob – yes. Kirt – yes
c. Camp made motion and supported by Ed to reimburse Boy Scouts $324.96 for materials used in construction of information box located at Memorial Site. Roll call: Tom – yes, Phil – yes, Ed – yes, Camp – yes, Dale – yes, Bob – yes. Kirt – yes

Meeting was adjourned at 10:22am

RECEIVED
SEP 07 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Commissioner Report

Dawn Olney

From: Diane M. Lirones <dmlirones@krlawtc.com>
Sent: Tuesday, August 29, 2017 9:40 AM
To: Dawn Olney; Michelle Thompson; vogler1616@gmail.com; Tom Longanbach; Michelle Thompson
Cc: Ed Roy
Subject: FW: ERIII/Carland: Historical Written Request to Steve Girard/DHHS Board Re: Damage Claims

This email is sent on behalf of Edgar Roy III:

FYI. No action required.

Sincerely,
Edgar Roy III

From: Diane M. Lirones
Sent: Tuesday, August 29, 2017 9:34 AM
To: 'ccarland@benzieco.net'
Cc: 'mdeisch@benzieco.net'; Edgar Roy III (eroy@krlawtc.com)
Subject: ERIII/Carland: Historical Written Request to Steve Girard/DHHS Board Re: Damage Claims

This email is sent on behalf of Edgar Roy III:

Dear Coury:

I am attaching a follow up letter to Tom Hart which as you know from your attendance at last week's meeting, he requested that we submit to him for his follow up.

Regrettably, the Building Authority has timely and comprehensively pursued the DHHS Board to timely cooperate so that the Building Authority may comprehensively pursue the damage claims.

To the extent you believe all of the Benzie County Commissioners might benefit from receiving this communication, I encourage you to have Dawn Olney place it in the BOC packet for the next BOC meeting.

As I believe you and some of the other Commissioners are aware - the Building Authority has struggled mightily against misinformation disseminated in the community and the propensity of some individuals need to "re-write" history to seemingly fit "personal agendas".

I can assure you that the Building Authority has - and will continue - to properly pursue the damage claims in a fair, consistent and lawful manner. The Building Authority welcomes timely assistance and input to achieve the overall objectives here - maximize the damage recovery for the ultimate benefit of the Benzie County taxpayers.

Sincerely,

EDGAR ROY III

Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

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Dawn Olney

From: Diane M. Lirones <dmlirones@krlawtc.com>
Sent: Tuesday, August 29, 2017 9:42 AM
To: Dawn Olney; Michelle Thompson; vogler1616@gmail.com; Tom Longanbach; Michelle Thompson
Cc: Ed Roy
Subject: FW: ERIII/Carland: Outstanding/Ongoing Requests to Maples to Supply Information/Documentation

This email is sent on behalf of Edgar Roy III:

FYI. No action required.

Sincerely,
Edgar Roy III

From: Diane M. Lirones
Sent: Tuesday, August 29, 2017 9:38 AM
To: 'ccarland@benzieco.net'
Cc: 'mdeisch@benzieco.net'; Edgar Roy III (eroy@krlawtc.com)
Subject: ERIII/Carland: Outstanding/Ongoing Requests to Maples to Supply Information/Documentation

This email is sent on behalf of Edgar Roy III:

Dear Coury:

I recall that you were at last week's meeting and heard the dialog concerning the Building Authority's need for assistance; namely, for the Maples to provide information, documentation and analysis to support the BA in its pursuit in recovery of damages through arbitration.

To that end, I am attaching a copy of a follow up letter to Kathy Dube. I believe it is self-explanatory and I hope people will take the time to review the attachments so that they can readily appreciate the efforts that the Building Authority has gone to in order to obtain help from the Maples to pursue a maximum recovery from ELA through arbitration.

As I shared at the public meeting last week - the Building Authority cannot manufacture or make up damage claims; rather, the individuals/entities with the information and documentation are required to supply that information and documentation in a meaningful format in order that the BA an evaluate and potentially include the incremental damage claims.

The BA still may have an opportunity to amend the damage claim in arbitration; however, until it receives meaningful responses to requests dating back a year or two, the Building Authority now is in a position to pursue only the current AAA damage claim.

Possibly the BOC Members who have concerns about the nature and pursuit of claims through the arbitration proceedings can evaluate whether there is a meaningful need to follow up with other individuals/entities to foster the Building Authority's current efforts through the arbitration proceedings.

I trust if you or any of the other BOC Members have questions or concerns (which cannot be answered by a review of the historical records), they will not hesitate to contact me direct.

As I promised in a letter from approximately two - three weeks ago, it does remain my intent to provide a general status update letter to the BOC Members on an approximately monthly basis. That letter will be coming over the near term.

Thank you and the BOC Members for your time and consideration.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

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Dawn Olney

From: Laura J. Derusha <ljderusha@krlawtc.com>
Sent: Wednesday, August 30, 2017 8:19 AM
To: Tom Longanbach; Marcia Stobie; vogler1616@gmail.com
Cc: Ed Roy; Michelle Thompson; Dawn Olney
Subject: FW: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board
Attachments: written comm re damage claim - Hart.pdf

FYI, no action required.

Ed Roy III

From: Laura J. Derusha
Sent: Wednesday, August 30, 2017 8:18 AM
To: Tom Hart [tomseemail@yahoo.com] <tomseemail@yahoo.com>
Cc: Ed Roy <eroy@krlawtc.com>; 'Michelle Thompson' <MThompson@benzieco.net>
Subject: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

This email is sent on behalf of Edgar Roy III:

Tom,

Thank you for your timely email of late Tuesday morning.

If you could also please follow through to provide copies of the DHHS documents which in any way demonstrate the claim that the DHHS Board had passed along monthly information to the Building Authority concerning the damage claim.

Also, I reasonably assume that by your reference to the "Treasurer" in the email below the DHHS Board is not now somehow claiming that the delay in providing the BA with comprehensive damage information was caused by the Treasurer? If so, please explain/advise.

The Building Authority looks forward to your prompt and comprehensive follow up and advice.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

KUHN ROGERS PLC

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From: thomas hart [mailto:tomseemail@yahoo.com]
Sent: Tuesday, August 29, 2017 10:31 AM
To: Kathleen Dube; Karen Felty
Cc: Gayord Jowett; Ann Loveless; Diane M. Lirones
Subject: Fw: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

Kathy and Karen.
Could you please provide the financial information as requested in the attachment below along with any barriers that have arisen; for example, reluctance or inability of the county treasurer to provide information necessary for a comprehensive report. Please include any legal costs to the Maples due to the delay of opening and as concise as possible, an estimate of man hours spent while the building was vacant.
Tom Hart.
----- Forwarded Message -----
From: Diane M. Lirones <dmlirones@krlawtc.com>
To: "tomseemail@yahoo.com" <tomseemail@yahoo.com>
Cc: Ed Roy <eroy@krlawtc.com>
Sent: Tuesday, August 29, 2017 9:12 AM
Subject: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

This email is sent on behalf of Edgar Roy III:

Dear Tom,

Please see attached correspondence and written communication.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

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Laura J. Derusha

From:	Laura J. Derusha
Sent:	Friday, June 05, 2015 4:28 PM
To:	Girard, Steven K.
Cc:	Ed Roy; kdube@benziemaples.org
Subject:	BA: Request for Damage Analysis/Summary

1 3

This email is sent on behalf of Edgar Roy III:

Steve,

Kathy Dube was kind enough to provide a letter a few weeks ago identifying the Maples' potential losses/expenses associated with the delayed opening. She also suggested that the Maples might lose approximately $500,000 of federal funding in October if the facility is not opened.

It would be very helpful to the Building Authority (and myself) for you to provide the BA with a letter identifying all items of expense/damages associated with the delayed opening. It would likewise be very beneficial if you could provide all back-up support to support the damage calculation/categories.

I am providing Kathy Dube with a copy of this email so she is aware of my direct request to you. However, under all of the circumstances, I think it is in the Building Authority's best interests to have you provide the investigation and detailed analysis.

By making this request, there is certainly no request that the Building Authority may be able to recover the expenses/damages on behalf of the Maples as part of any proceedings against the architect. The BA simply wanted to reach out to you directly to request your input/analysis.

Thank you in advance for your anticipated cooperation.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 S. Union/PO Box 987
Traverse City, MI 49685
eroy@krlawtc.com
231-947-7900 x 107
231-947-7901 x 107 Direct Dial
231-941-5154 fax
PLEASE SEND ANY REPLY EMAIL TO EROY@KRLAWTC.COM. THANK YOU.

Laura J. Derusha, Legal Assistant
ljderusha@krlawtc.com
231-947-7901 x 128 Direct Dial

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Laura J. Derusha

From:	Laura J. Derusha
Sent:	Monday, July 06, 2015 1:08 PM
To:	Girard, Steven K.
Cc:	Ed Roy
Subject:	FW: London ltr of 6/15/16
Attachments:	Benzie County BA Letter 61515.pdf; CMS State Operations Manuel Ch 7.pdf; CMS 5 Star rating criteria.pdf

This email is sent on behalf of Edgar Roy III:

Steve,

Kathy Dube did offer her comments on this letter/attachment a week or two ago, however, I just wanted to make sure that you were aware that my request directly to you remains outstanding. Please advise.

Also, approximately 3 – 4 weeks ago I sent you a letter asking that the Maples, through you, provide me with an analysis and damage categories for the delayed opening of the Maples. While that request is not time sensitive, I would appreciate your follow through and submission.

Thank you in advance for your anticipated cooperation.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 S. Union/PO Box 987
Traverse City, MI 49685
eroy@krlawtc.com
231-947-7900 x 107
231-947-7901 x 107 Direct Dial
231-941-5154 fax
PLEASE SEND ANY REPLY EMAIL TO EROY@KRLAWTC.COM. THANK YOU.

Laura J. Derusha, Legal Assistant
ljderusha@krlawtc.com
231-947-7901 x 128 Direct Dial

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From: Laura J. Derusha
Sent: Wednesday, June 17, 2015 1:21 PM
To: Girard, Steven K.; kdube@benziemaples.org
Cc: Ed Roy
Subject: BA: London ltr of 6/15/16

This email is sent on behalf of Edgar Roy III:

Attached is a letter and other documents recently received from Jordan London of ELA. After you have had an opportunity to review, please pass along your comments or concerns. Thank you.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 S. Union/PO Box 987
Traverse City, MI 49685
eroy@krlawtc.com
231-947-7900 x 107
231-947-7901 x 107 Direct Dial
231-941-5154 fax
PLEASE SEND ANY REPLY EMAIL TO EROY@KRLAWTC.COM. THANK YOU.

Laura J. Derusha, Legal Assistant
ljderusha@krlawtc.com
231-947-7901 x 128 Direct Dial

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From: Tom Longanbach [mailto:TLonganbach@benzleco.net]
Sent: Monday, June 15, 2015 1:08 PM
To: Ed Roy
Subject: FW: Updated Letter

From: Jordan London [mailto:jlondon@ela-architects.com]
Sent: Monday, June 15, 2015 12:08 PM
To: tmstobie@yahoo.com; campbelln@icentralstatebank.com; Tom Longanbach
Cc: Michelle Thompson
Subject: Updated Letter

Attached is an update to my previous letter of 4/21/15. Please feel free to call me directly with any questions you have. - Jordan

Jordan London, AIA
President

edmund london & associates, inc. architects & planners
20750 Civic Center Drive, Suite 610 Southfield, MI 48076
(248)353-4820 [phone] (248)353-2920 [fax]

April 21, 2015 (*Updated 6/15/15*)
RE: The Maples, Benzie County Medical Care Facility

Benzie County Building Authority:

The purpose of this letter is to reiterate ELA's strong recommendation to resolve the roof attic issue by installing a dry pipe sprinkler system in the attic and spraying the wood sheathing with a fire retardant paint. As previously expressed on several occasions, the reason for this recommended course of action is below:

Equivalency:

NFPA101- 2000 edition (section 18.1.6.6) allows for an exception of a combustible decking provided it is has been sprayed with a fire retarder in the factory. NFPA also allows for equivalent methods of achieving the same or better results. Spraying the OSB board in the field along with adding a sprinkler system to the attic has been determined to be an acceptable equivalent by the authority having jurisdiction, the Bureau of Fire Services (see attached letter dated 2/6/15). Once this has happened, the equivalent application is considered meeting the NFPA standard. See Below:

NFPA 101 2000 Edition
SECTION 1.5 EQUIVALENCY

1.5.1 *"Nothing in this Code is intended to prevent the uses of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this Code. Technical documentation shall be submitted to the authority having jurisdiction to determine equivalency. The system, method, or device shall be approved for the intended purpose by the authority having jurisdiction."*

1.5.2 Equivalent Compliance. *"Alternative systems, methods, or devices approved as equivalent by the authority having jurisdiction shall be recognized as being in compliance with this Code."*

In addition to the BFS approval, the modification was also sent to the Division of Survey and Certification, Centers for Medicare and Medicaid Services (CMS). CMS has accepted the modification of FireGuard spray and an attic sprinkler system as resolving any fire safety issues (see attached CMS email dated 3/17/16).

Waiver:

CMS policy for nursing homes is to issue annual waivers for any deviation in the NFPA 101 Code provided that the facility design does not pose a life safety concern and that the following the letter of the Code will create an undue hardship for the facility. The CMS Regional and Central office have reviewed the proposed course of action and hardship, and determined that a waiver will be granted at the appropriate time. Although CMS policy is to only grant nursing home waivers for one year, we have been assured that once a waiver is granted, annual renewal will be basically automatic unless the life safety components of the facility, in place at the time of the initial approval, are found to be compromised (see CMS email dated 3/26/15). If they are, the facility will be given the opportunity to restore the deficient items. Since many existing nursing homes are deficient in current code compliance, waivers are commonplace and often repeated year after year.
Attached is a copy of section 7410.6 of the CMS State Operations Manual which describes the CMS policy for Continuing Waivers. The language from the Operations Manual has been previously provided to your attorney.

Maintenance:

Dry pipe sprinkler systems in concealed spaces and attics are very common. They are included in many newly constructed apartment buildings, hotels, and healthcare facilities. ELA has designed five senior living facilities in the past 2 years that have included dry pipe attic sprinkler systems. These clients have opted for the attic sprinkler system due to an added layer of fire safety protection and a lower cost of insurance. Maintenance of the dry pipe attic sprinkler system is minimal in both time and cost (see Comstock attached email dated 4/20/15). Since the attic space is unoccupied, and free of any mechanical systems, there is nothing to affect the sprinkler heads themselves. For nursing homes without an experienced maintenance staff, we recommend that the facility enter into a maintenance agreement with a qualified fire suppression contractor for all the sprinkler systems.

Nursing Home Five Star Rating:

It has come to our attention that the Benzie County Medical Care Facility is of the belief that Life Safety surveys impact Five Star Rating. That is not accurate at all. Attached is a copy of the scoring rules for the CMS Design for Nursing Home Compare Five -Star Rating Quality Rating System, Technical Users' Guide (dated February 2015). The scoring rules provide that: "Deficiencies from Life Safety surveys are not included in calculations for Five-Star rating. **Deficiencies from Federal Monitoring surveys are not reported on *Nursing Home Compare* or included in *Five Star* calculations either.**"

ELA has had many conversations with all the authorities involved in this issue, and we are 100% convinced that all parties believe that option #1 is the most appropriate solution. All agree that these life safety construction improvements will result in a facility of the highest quality. Jim Scott, director of the State of Michigan Health Facilities Engineering Section and Supervisor of all Life Safety Code Inspectors in the State, has endorsed this course of action without hesitation. Jim is the most experienced and knowledgeable health facilities official in the State.

ELA has specialized in the design of facilities to house and care for the elderly for over 55 years. We have designed hundreds of nursing homes incorporating thousands of beds. All of our facilities have successfully achieved their goal of enhancing the quality of life of the residents and staff. We are very proud of all of them. In general, the Maples construction project has gone very well and the facility represents the most progressive ideas in nursing home design today. This outstanding facility will serve the residents of Benzie County for many years.

We ask that the Building Authority immediately approve the installation of the fire spray and attic sprinkler system so that the facility can be completed and occupied without further delays.

Sincerely:

Jordan London, AIA
President

edmund london & associates, inc. architects & planners
20750 Civic Center Drive, Suite 610 Southfield, MI 48076
(248)353-4820 [phone] (248)353-2920 [fax]

kitchen/food services, and resident rights and quality of life. The methodology for constructing the health inspection rating is based on the most recent three standard surveys for each nursing home, results from any complaint investigations during the most recent three-year period, and any repeat revisits needed to verify that required corrections have brought the facility back into compliance. The Five-Star Quality Rating System uses more than 200,000 records for the health inspection domain alone.

Scoring Rules

A health inspection score is calculated based on points assigned to deficiencies identified in each active provider's current health inspection survey and the two prior surveys, as well as deficiency findings from the most recent three years of complaints information and survey revisits.

- ***Health Inspection Results***: Points are assigned to individual health deficiencies according to their scope and severity – more points are assigned for more serious, widespread deficiencies, and fewer points for less serious, isolated deficiencies (see Table 1). If the deficiency generates a finding of substandard quality of care, additional points are assigned. If the status of the deficiency is "past non-compliance" and the severity is "immediate jeopardy" (i.e., J-,K- or L-level), then points associated with a G- level deficiency are assigned. Deficiencies from Life Safety surveys are not included in calculations for the Five-Star rating. Deficiencies from Federal Monitoring surveys are not reported on *Nursing Home Compare* or included in *Five Star* calculations either.
- ***Repeat Revisits - Number of repeat revisits required to confirm that correction of deficiencies have restored compliance***: No points are assigned for the first revisit; points are assigned only for the second, third, and fourth revisits and are proportional to the health inspection score for the survey cycle (Table 2). If a provider fails to correct deficiencies by the time of the first revisit, then these additional revisit points are assigned up to 85 percent of the health inspection score for the fourth revisit. CMS experience is that providers that fail to demonstrate restored compliance with safety and quality of care requirements during the first revisit have lower quality of care than other nursing homes. More revisits are associated with more serious quality problems.

We calculate a total health inspection score for facilities based on the facility's weighted deficiency score and number of repeat revisits needed. Note that a lower survey score corresponds to fewer deficiencies and revisits, and thus better performance on the health inspection domain. In calculating the total domain score, more recent surveys are weighted more heavily than earlier surveys: the most recent period (cycle 1) is assigned a weighting factor of 1/2, the previous period (cycle 2) has a weighting factor of 1/3, and the second prior survey (cycle 3) has a weighting factor of 1/6. The weighted time period scores are then summed to create the survey score for each facility.

Complaint surveys are assigned to a time period based on the calendar year in which the complaint survey occurred. Complaint surveys that occurred within the most recent 12 months preceding the current website update date receive a weighting factor of 1/2; those from 13-24 months ago have a weighting factor of 1/3, and those from 25-36 months ago have a weighting factor of 1/6. There are some deficiencies that appear on both standard and complaint surveys. To avoid potential double-counting, deficiencies that appear on complaint surveys that are conducted within 15 days of a standard survey (either prior to or after the standard survey) are counted only once. If the scope or severity differs on the two surveys, the highest scope-severity combination is used. Points from complaint deficiencies from a given period are added to the health inspection score before calculating revisit points, if applicable.

For facilities missing data for one period, the health inspection score is determined based on the periods for which data are available, using the same relative weights, with the missing (third) survey weight

CMS
State Operations Manual Chapter 7 - Survey and Enforcement Process for Skilled Nursing Facilities and Nursing Facilities

7410.6 - Life Safety Code Survey Waiver Guidance

(Rev. 63, Issued: 09-10-10, Effective: 09-10-10, Implementation: 09-10-10)

The authority to grant waivers of life safety code provisions is found at §1819(d)(2)(B)(I) of the Act and states, "The Secretary may waive, for such periods as he deems appropriate, specific provisions of such Code which if rigidly applied would result in unreasonable hardship upon a facility, but only if such waiver would not adversely affect the health and safety of the residents or personnel, ..." The facility must document to the survey agency that there will be no adverse effect on the health and safety of the residents and employees of the facility and that compliance would result in an unreasonable hardship on the facility for each specific code provision recommended for a waiver. The above authority to grant life safety code waivers does not include other Physical Environment requirements at 42 CFR 483.70 unless specifically provided for. Refer to §7014 for further guidance of non-life safety code requests for waivers or variations. Waivers are classified into two groups: temporary waivers for a defined time period; and continuing waivers that are of indeterminate duration.

7410.6.1 - Temporary Waiver

(Rev. 63, Issued: 09-10-10, Effective: 09-10-10, Implementation: 09-10-10)

A temporary waiver for a defined time period may be considered for a finding for which corrective action will take more than 90 days to complete. If a waiver is granted during that time, sanctions will not be imposed under the long-term care enforcement regulations. Examples of the type of corrective action that could warrant a temporary waiver could include installation of a sprinkler system or a smoke barrier. Examples of deficiencies that could warrant such waivers include the obstruction of exiting, penetrations of smoke barriers, and increased travel distances to exits due to new construction or remodeling of a wing of a facility. In these cases, the waiver would be for a reasonable period of time for construction activities, including planning and design. The waiver documentation submitted by the facility for approval would include a timetable with milestone dates of major activities to correct the deficiency that the surveyor could monitor on any subsequent follow-up visits. Extensions and modifications of this timetable are not envisioned except under extreme circumstances. Failure of the facility to follow the timetable and the milestones established in the approved temporary waiver would subject the facility to the remedies prescribed in the enforcement regulations. If the construction activities are completed within the agreed upon timetable and the deficiency is corrected, the existence of the waiver is no longer cited on the Form CMS-2567. When the temporary waiver of life safety code requirements is in effect, the facility should have increased fire safety awareness. This increased fire safety awareness may include the establishment of interim safety measures such as a fire watch during construction, an increased number of fire drills and training of staff at the facility, or other measures that would provide an increased measure of fire protection.

7410.6.2 - Continuing Waivers

(Rev. 63, Issued: 09-10-10, Effective: 09-10-10, Implementation: 09-10-10)

Continuing waivers of a specific life safety code requirement are granted when the noncompliance cannot be corrected without an unreasonable financial hardship on the facility and it does not pose a threat to residents' health and safety. The State cites the deficiency on each annual survey although they do not expect it to be corrected by the facility due to the existence of the waiver. Examples of this type of finding may include improper corridor width either before or after remodeling, a dead-end corridor longer than the specified life safety code length, a specific construction type not met, a noncompliant interior finish type, excessive exit travel distance, or waiting areas open to the corridor in a non-sprinklered facility. CMS grants waivers after an evaluation of the specific life safety code deficiency cited and its impact on the life safety of the facility. A waiver of a life safety code requirement that cannot be corrected and which is likely to be cited on each future life safety code survey may be granted for more than 1 year or survey interval. For example, CMS could grant a waiver for a 3-year period after which the State reviews it during the life safety code survey; if the waiver is still appropriate, it can be extended for another 3-year period. The survey agency cites the deficiency on the annual survey and on the Form CMS-2567 but reviews the waiver only after the expiration of the 3-year period. The plan of correction, submitted by the facility for that deficiency, would cite the existence of a waiver.

7410.6.3 - Enforcement and Waived Life Safety Code Requirements

(Rev. 63, Issued: 09-10-10, Effective: 09-10-10, Implementation: 09-10-10)

For those life safety code requirements that CMS has temporarily waived, the following enforcement timetable should be used:

ENFORCEMENT TIMETABLES

Day 1: **The date of the follow-up survey to determine if they have met the plan of correction.** This date can be no sooner than the provider's projected correction date, indicated on an approved plan of correction. Even if substantial compliance is not achieved, CMS lifts the waiver on this date and the "enforcement clock" starts.*

3rd Month: **Denial of payment for new admissions** is imposed based on life safety code noncompliance cited when CMS lifts the waiver, and noncompliance continues for a 3-month period after that date.

6th Month **Termination occurs**, based on life safety code noncompliance cited when CMS lifts the waiver, and noncompliance continues up to a 6- month period after that date.

*Day 1 can occur a substantial amount of time after the life safety code survey that originally triggered the waiver.

Laura J. Derusha

From: Girard, Steven K. <SGirard@ClarkHill.com>
Sent: Wednesday, August 10, 2016 11:34 AM
To: Laura J. Derusha; kdube@benziemaples.org; tomseemail@yahoo.com
Cc: Ed Roy
Subject: RE: ERIII ltr to Dube/Hart re Follow up request to my 7/29/16 emails on open issues

Thank you for the email Ed. I have discussed this issue with the Board Chair and I will prepare a response. I am scheduled to be on vacation next week, but I will try to get a letter out before I leave. Steve

Steven K Girard

CLARK HILL PLC
616.608.1148 (Direct) | 616.608.1193 (Fax) | 616.446.8820 (Cell)

3 6

From: Laura J. Derusha [mailto:ljderusha@krlawtc.com]
Sent: Wednesday, August 10, 2016 9:29 AM
To: kdube@benziemaples.org; tomseemail@yahoo.com
Cc: Ed Roy; Girard, Steven K.
Subject: ERIII ltr to Dube/Hart re Follow up request to my 7/29/16 emails on open issues

This email is sent on behalf of Edgar Roy III:

Kathy and Tom,

I am resending copies of three emails to you from July 29 addressing the need for information/documentation on the Maples' damage claim, the C&M proposal and any potential open insurance issues; and, probably most importantly, the DHHS legal position with regard to whether it has any ability to claim that it is not obligated to accept the building upon the issuance of an occupancy permit/potential CMS waiver.

On the last issue, it is my understanding that comments were presented to the BOC at its recent meeting indicating that the DHHS Board may take the position that it will not accept the building.

The next BA regularly scheduled meeting is two weeks out and, therefore, it will be appreciated if the DHHS Board/its legal counsel provide responses to these three issues within the next week.

The BA will be in a better position to address issues if the DHHS Board extends the normal courtesy of providing advance notice/rationale – especially on the issue of whether or not there is a legal basis the DHHS Board intends to rely to refuse acceptance of the building.

Thank you in advance for your anticipated cooperation and I am providing Mr. Girard with a copy of this email so he is aware of the ongoing need to timely address these issues.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
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Laura J. Derusha

From: Laura J. Derusha
Sent: Thursday, August 25, 2016 9:30 AM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII ltr to S.Girard re Update - ongoing inquiry

4 . 4

This email is sent on behalf of Edgar Roy III:

Steve,

The BA met on Wednesday and I updated them with regard to my efforts to secure information/documentation from you and the DHHS Board.

1. With regard to the insurance issue, it is my understanding that the County may be taking an active role in seeking proposals for insurance coverage for the facility. In any event, the prior claim that the facility may not be insurable, I believe, is no longer an issue. Please see my prior email to you asking for input if you/the DHHS Board were still concerned with insurance issues.
2. DHHS Damage Claims – this issue is not time sensitive as no mediation has been scheduled with the architect. However, to the extent the DHHS Board would like for the BA to evaluate the facility's damage claims, please pass along that information/documentation as previously requested. Again, it would be very helpful to me in terms of my review and recommendation to the BA that you provide me with the appropriate chart and back-up damages to evaluate and then present to ELA as part of the mediation process. (To reiterate, the BA and I have never represented to the DHHS Board that we could recover any money but only that we would consider the information/documentation provided as we move forward with the claims against the architect.)
3. Memory serving, you were going to research and provide an opinion as to whether the DHHS Board could refuse to accept the facility and/or accept the facility "with conditions". We have received no substantive information and analysis on that point; and, therefore, I advised the BA at its Wednesday meeting that there is nothing for the BA to consider and it should proceed with the understanding that there appears to be no legal basis for the DHHS Board to do anything other than operate the facility/staff once the requisite approvals are obtained. If you are of a contrary opinion, could you please let me know right away?

If you think it would be helpful to discuss any of these issues, please feel free to call me; otherwise, the BA intends to proceed as described above.

Sincerely,

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Laura J. Derusha

From: Laura J. Derusha
Sent: Wednesday, September 14, 2016 9:55 AM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Need for your/DHHS prompt response

Importance: High

5

This email is sent on behalf of Edgar Roy III:

Steve,

As you may recall, for the last 6 - 8 weeks I have made specific inquiry of the DHHS Board/you concerning any legal support for the DHHS Board's purported decision to: deny the residents occupancy of the new facility by refusing to accept the expanded facility without either the installation of a new roof or some promise/agreement as to how to address a potential situation where residents will be required to be removed from the facility to allow for a future roof replacement. It is unclear why there has been a delay in providing the courtesy of a response; and any analysis to support the DHHS Board's potential position/assertions.

After reviewing the below email from Stu Pettitt I would appreciate the courtesy of at least a phone call to me to advise of the DHHS Board's position - as any unilateral decision to delay the residents' occupancy of the facility is neither good for the residents nor for the community and all those who have worked diligently to secure occupancy at the earliest available date.

Thank you in advance for your anticipated cooperation and attention to this outstanding request.,

Sincerely,

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person other than the intended recipient. If you received this message in error, please reply to sender or telephone at 231.947.7900 and destroy the original message and all copies. Thank you.

From: Stu Pettitt [mailto:spettitt@straubpettittyaste.com]
Sent: Monday, September 12, 2016 4:28 PM
To: Ed Roy
Cc: rmann@straubpettittyaste.com
Subject: ACP - The Maples Federal Certification
Importance: High

Ed:

In my quest to determine the status of Federal Certification for The Maples, I talked to a few Michigan BCHS staff including: Andrea Moore, State Licensing in Lansing, Amada Lopez in Lansing, and Barb Phillips in Gaylord. Some of these people are very familiar with The Maples and have been working hard trying to help The Maples achieve occupancy. I ended up talking to Larry Horvath (517 241 2645) who is the Director, Bureau of Community Health Systems, LARA in Lansing. He is pretty much the boss of everyone I have dealt with since the beginning of me considering solutions to The Maples challenges.

The results of the Larry Horvath conversation are as follows:

1. The State will issue a new license approving The Maples increase of bed capacity by 16 beds. This license will be issued on September 15, 2016 but with an approval date of September 1, 2016.
2. Kathy Dube should receive this actual license by mail and/or confirm with Andrea Moore (517 284 8964) that the license has been issued.
3. Residents and staff can occupy the new facility with the new license immediately about September 16, 2016.
4. The Maples provider and facility already have Federal Certification and they can continue to invoice CMS as they have been doing.
5. The next Federal Inspection and Survey of The Maples will occur in about a year (actually every 15.9 months on average). At that time a citation may (or maybe not) be issued for the combustible wood roof decking.
6. As we have discussed, at that time, The Maples will respond with the FSES Report indicating a safe (actually safer) facility.
7. CMS can refuse to issue a waiver or, more likely, grant a waiver for 1-3 years.

When I talked with Barb Phillips, who is the Manager of the Surveyors in Gaylord, she said the Kathy Dube will not be allowed to occupy the new facility by her superiors, the Benzie Department of Health and Human Services. This problem is way above my pay grade to solve, but someone needs to deal with this. The building is now safer than if it had been built correctly.

Stu

Stuart Pettitt, AIA, LEED AP
Straub Pettitt Yaste Architects
850 North Crooks, Suite 200
Clawson, Michigan 48017-1311
office 248 658 7777
mobile 313 268 1768
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spettitt@straubpettittyaste.com
www.straubpettittyaste.com

Laura J. Derusha

From: Laura J. Derusha
Sent: Thursday, September 22, 2016 2:20 PM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Date for Moving Patients into the New Maples Facility

5

This email is sent on behalf of Edgar Roy III:

Steve,

The Building Authority is scheduled to meet next Wednesday for its regular monthly meeting. Although I have reached out to you and the DHHS Board asking for some legal analysis concerning any reason to delay moving the patients into the new facility, there has been no substantive reply.

If the DHHS Board is claiming some justification for delaying the patients moving, it would be greatly appreciated if you could notify me, as the legal representative of the Building Authority, Mitch Deisch (the County Administrator) as well Dick Figura, the legal representative for the Benzie County Commissioners, yet this week.

Thank you in advance.

Sincerely,

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Laura J. Derusha

From: Laura J. Derusha
Sent: Friday, September 23, 2016 11:15 AM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Ongoing request for legal response
Attachments: RP 9-21-16 art re Maples occupancy license.pdf

7 10

This email is sent on behalf of Edgar Roy III:

Steve,

I am attaching for your review a copy of a recent article appearing in the Record Patriot. If true, Mr. Hart of the DHHS Board reports:

"We are hoping the Building Authority can present us with some sort of solution to this because, in our view, it is a compromised building."

From everything the BA has been presented to date, it appears that the DHHS Board needs to authorize you to provide a formal legal response. Absent that, it remains my understanding that the patients can be moved into the Maples facility and the DHHS Board – by its inaction – as made a unilateral decision to delay moving the residents into the facility.

Please allow this communication to continue as the BA's ongoing request for some legal justification to support what has been reported as the DHHS Board's formal position.

Sincerely,

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Occupancy license for Maples up in the air

By Colin Merry
Staff Writer

FRANKFORT — The county is still waiting to see if the Maples Medical Care Facility's new building is granted an occupancy license after state fire inspectors recommended the license be granted.

Kathy Dube, administrator for The Maples, said an occupancy license for 78 beds had been applied for, but she didn't know the status of the request.

"I know the paperwork is in order," Dube said. "From what I've heard, the indication is that it will be granted."

Tom Longanbach, chair of the Benzie County Building Authority, also said he didn't know the status of the license application.

However, even if the license is granted, there are some concerns from the Benzie County Department of Health and Human Services about accepting the building, according to Dube.

"The current board hasn't issued a formal statement, but there has been talk about not accepting the building, if it needs a waiver," Dube said. "Once we accept the building, the roof and everything that goes with it, is now The Maples' problem."

Tom Hart, chair of Benzie DHHS, said that was the way the board was leaning.

"We're hoping the building authority can present us with some sort of solution to this because, in our view, it is a compromised building," Hart said. "The building is brand new, and we have to go in with a flaw that has to be addressed yearly. If it so happens we have to eventually remove the roof, we'd have to move people out."

He said the DHHS board has talked with a lawyer to discuss the legal ramifications of refusing to accept the building, if that is what the board decides.

"Our primary concern is for the welfare of the residents of The Maples," Hart said. "As far as the board is concerned, we're reluctant to take a new building that is compromised and will be a burden for as long as we own it."

As for the building authority's progress in finding out whether or not the Centers for Medicare and Medicaid will grant the building a waiver, Longanbach said they were waiting to see if the license is granted.

"I want to see this occupancy license before I answer any more questions," he said. "I don't want to put the cart before the horse. Once we see it, we'll go into detail about what's been happening."

In the meantime, Benzie County citizens are becoming increasingly upset that the Maples' new building isn't yet open.

Lisa Vogler again addressed the Benzie County Board of Commissioners at the Sept. 13 commissioners' meeting, this time representing new citizen group Taxpayers for the Maples.

CONCERNED CITIZENS: Lisa Vogler speaks to the Benzie County Board of Commissioners on behalf of Taxpayers for the Maples, a group of people who are concerned with the handling of the Maples Medical Care Facility's new building. (Photo/Colin Merry)

Vogler asked why there had been little to no action in holding Edmund London and Associates, the architectural firm that designed the building, or Comstock Engineering, responsible for the roof.

She also questioned why the county continued to pay Comstock, consultant Stu Pettit and building authority attorney Ed Roy when there have been no meaningful results of over two years worth of work.

She also expressed disappointment in the building authority's choice to decide to go with a binding arbitration clause in the contract with the architect, and why it was decided $1 million worth of insurance carried by Comstock was enough for a building project worth $11 million.

"They've talked about mediation for a year," Vogler said. "It is clear to me, in correspondence between Roy and Edmund London and Associates lawyers, that they have nothing to talk about. They've offered $165,000 and full release from any liability."

She also said the building authority seemed incapable of doing the job of getting The Maples situation fixed, and said they are relying on the same entities that have gotten them into the situation with the roof and binding arbitration.

"There has been no oversight of any of this," Vogler continued. "There have been no investigations into what is going on with taxpayer money."

See MAPLES page 16

Thank You...

To Everyone who has supported us following the death of Stephanie Lawrence, we would like to express our sin thanks and appreciation. Your many acts of kindnes support and sympathy continue to be a great comfort to us

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MAPLES

CONTINUED FROM PAGE 3

No thought of the financial effects of this long-term."

She then suggested commissioners take control of the situation, and replace the building authority. She also said there has been research into what legal actions can be taken against the county for the misuse of taxpayer money, and while no lawsuits will be coming yet, it is a possible course of action.

Commission Chair Roger Griner said he and fellow commissioners are very concerned about The Maples.

"We're more concerned than many would believe," Griner said. "We have been waiting until we get some reports back from federal sources."

While The Maples saga continues, Dube said the waiting is hard for residents.

"It's been very disappointing to look at that building every day, and not be able to use it," Dube added.

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CHRISTOPHER G. ROGERS
(*also admitted in Illinois*)
MARC S. McKELLAR II

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

February 28, 2017

Via Email Only

Steven K. Girard
Clark Hill
200 Ottawa Avenue NW, Suite 500
Grand Rapids, MI 49503

Re: Your February 27, 2017 Response to Building Authority's July 29, 2016 Request for the DHHS Board to Provide Legal Support for the Proposition It Does Not Have to Accept the Maples' Facility/Occupy the Building

Dear Mr. Girard:

Thank you for your letter of February 27, 2017, which appears to be timed to influence the Benzie County Commissioners' ("BOC") Tuesday decision to determine what action should be taken as a result of the DHHS Board's (the "Board's") ongoing refusal to properly operate the Maples by having the patients occupy the expanded facility.

Prior to submitting this letter I tried to reach you at your office yesterday. According to your voicemail you were out of the office for the day. It was my attempt to reach out to you in order to possibly learn more of what is going on that precipitated your February 27 letter.

There is some important background information which I am unsure has been shared with you by the Board:

On the morning of July 29, 2016, I emailed you and Kathy Dube and specifically inquired:

> **"The BA has asked for the DHHS Board/its legal counsel to investigate and provide an opinion letter as to the bases upon which the DHHS Board believes it can refuse to accept the facility once the occupancy permit is issued."**

As near as I can tell from my file documents, I sent you, Kathy Dube, and Tom Hart at least 10 or 11 subsequent written requests to address the issue identified above. The last substantive letter I sent to both Kathy and Tom was dated November 22, 2016. It was sent a week or so after the BOC passed a formal resolution directing the Board to take certain actions, all related to getting the patients moved into the expanded facility. In that same letter, we requested that the letter you purportedly provided to the Board would be passed along to me: (a) if it was still relevant after the BOC's decision directing the Board to take certain action; and (b) if it would enhance "any potential future dialog".

On the evening of November 22, 2016, I received an email from Tom Hart which, in pertinent part, stated:

> **"At this afternoon's DHHS meeting we agreed to contact Steve for a formal, more comprehensive and definitive legal opinion. I will send him a request tomorrow. I will let you know when we have an answer."**

So the day before the BOC is expected to make a decision with regard to the Board's ongoing refusal to move patients into the facility (possibly including Circuit Court litigation), your February 27 letter is submitted to the BA. From the BA's perspective, the letter is misplaced, untimely and ignores what I understand to be the legal reality of this situation - any dispute the Board has is with the BOC. That is because the BOC is the separate legal entity in a position to terminate the Board's operation of the facility, remove and replace Board members, and potentially file litigation in Benzie County Circuit Court.

What your Board members may have failed to share with you is Tom Comstock's report to the BA approximately 2 ½ months ago wherein he stated the failure/delay moving patients into the expanded facility is negatively impacting completion of this project (Phase III). So while the Board claims it is pursuing the correct course of action, its inaction with regard to moving the patients into the expanded facility is creating both construction related and monetary issues for the BA.

Lastly, and most importantly, the paragraph in your letter which implies a CMS letter addressing certain issues will cause the Board to vote to move the patients into the expanded facility, is unclear and even on a cursory review ambiguous:

> **"However, despite these concerns, <u>the Board is willing to consider moving the residents</u> into the new building while those issues and others are being addressed. However, for that to happen, the Board has to receive assurances from an appropriate official with CMS that CMS has reviewed the FSES, agrees that it is an "existing" rather than a new building, and agrees that the Maples has received a passing score and that no CMS waiver will be necessary".** (Emphasis added.)

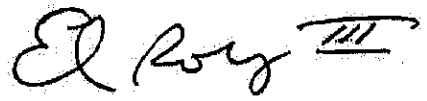
The practical reality is that the BA Board members have timely and competently performed their functions as appointed members of that Board. They will continue to do so with regard to pursuing recovery of damages through mediation/arbitration/litigation. The fact that your client/the Board **"wants what it wants"** without you providing any legal analysis whatsoever is disappointing at best and is untimely interposed at worst.

What the Board/your client may be missing from a global perspective is that to the extent the Board may go back to the Benzie County taxpayers for funding - the Board's actions (more importantly inactions) may compromise the Board's message to the community - the taxpayers.

Under all of the circumstances, the BA believes it is best that you direct all further written communications to the BOC - as that is the entity for which you really are asking to reverse its prior 2016 resolution, delay formal action to see that the patients are moved into the expanded facility, but who will no doubt make a decision Tuesday which is for the benefit of all of the taxpayers of Benzie County - but most especially those patients who need to be moved into the facility.

Sincerely,

KUHN ROGERS PLC



Edgar Roy III
Direct Dial: 231-947-7901 x 107
Email: eroy@krlawtc.com

ER/ljd
cc Richard Figura (via email)
BOC c/o Mitch Deisch (via email)
Tom Longanbach (via email)
Marcia Stobie (via email)
Michelle Thompson (via email)
Dawn Olney (via email)

H:\ljderusha\Laura\Benzie County\Bldg Auth\girard.wpd

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

KUHN ROGERS PLC

412 SOUTH UNION STREET
TRAVERSE CITY, MICHIGAN 49684
TELEPHONE: 231-947-7900
FAX: 231-941-5154

LANSING OFFICE:
2937 ATRIUM DRIVE, SUITE 200
OKEMOS, MICHIGAN 48864
TELEPHONE: 517-347-7720

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

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

March 6, 2017

9 ~~13~~

Via Email Only

Steven K. Girard
Clark Hill
200 Ottawa Avenue NW, Suite 500
Grand Rapids, MI 49503

Dear Mr. Girard:

Your second letter (also dated February 27) was received via email on March 3 and, therefore, it appears I am responding to a Friday letter.

Very few of your comments warrant a response. I would point out, however, that I tried to contact you to have a direct conversation and you are still welcome to call - to the extent there remain any issues which are unclear.

First, the Building Authority has never threatened litigation. Please allow this letter to clarify that point if there was any ambiguity. The BOC as it has been clearly reported by Richard Figura has the legal ability to take action against the DHHS Board.

Second, no one has ever asked you to waive any attorney/client privilege. Rather, for many, many months, the BOC (and to a lesser extent the BA) has awaited a letter from the DHHS Board/you providing some level of legal research, analysis and statement of position. In northern Michigan, where county government typically operates in a transparent and evenhanded fashion, disputes are typically resolved by one entity providing some legal support (rather than positions based upon morals and dreams) so that legal issues can be fairly evaluated. Such is not the case here (for reasons not clear but for which the lack of the DHHS response does allow some people to draw reasonable conclusions).

Third, I seem to recall there was at least one DHHS Board representative in attendance where Tom Comstock articulated the impacts causing/potentially causing negative financial impacts with regard to completion of Phase III. That will be an issue to be taken up in due course; however, suffice it to say that the DHHS Board may by its actions/inactions be causing more problems than it is trying to resolve.

Fourth, the reality is that the DHHS Board's position is unwavering - it would prefer to have a new roof installed. So far as that position has been articulated publicly - people understand that it is based upon two assumptions: (1) that the roof will have to be replaced prior to the expiration of its natural life due to some potential governmental citation in the future; and (2) the alleged possible premature roof replacement will automatically displace patients as part of the roof replacement process. Neither assumption has been supported with facts in a public forum.

Lastly, as pointed out in the last paragraph of my letter on page 2, the DHHS Board has failed to provide a clear expression of what it intends to do - even upon receipt of any future letter from CMS.

For the reasons identified in my prior letter and this correspondence, the current practical/legal dispute remains between the BOC and the DHHS Board.

Sincerely,

KUHN ROGERS PLC

Edgar Roy III
Direct Dial: 231-947-7901 x 107
Email: eroy@krlawtc.com

ER/ljd
cc Richard Figura (via email)
BOC c/o Mitch Deisch (via email)
Tom Longanbach (via email)
Marcia Stobie (via email)
Michelle Thompson (via email)
Dawn Olney (via email)

H:\ljderusha\Laura\Benzie County\Bldg Auth\girard3-6.wpd

Laura J. Derusha

From: Laura J. Derusha
Sent: Tuesday, March 14, 2017 8:13 AM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Upcoming Mediation - Potential DHHS Damage Claims

10 14

This email is sent on behalf of Edgar Roy III:

Mr. Girard,

I have had previous communications with you and Kathy Dube concerning the potential for possibly recovering damages DHHS Board claims/may claim arise out of the defective roof.

From time to time Kathy/Karen have provided information/documentation. However, I wanted to make sure you were the one to supply me with the requisite information/documents and analysis.

Accordingly, if the DHHS Board believes that there is a legal basis to recover and a legal basis for DHHS damages arising out of the defective roof, within the next ten days would you please supply the requisite legal analysis, both with regard to potential claims and damages; and supply the requisite back-up documentation which would meet the requisite foundational requirements for introducing the documentation as evidence in any mediation, arbitration or litigation.

I would appreciate the DHHS Board communicating directly with you and not directly with me. The BA is depending upon you to formulate the formal response and produce the requisite documents.

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

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

KUHN ROGERS PLC

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person other than the intended recipient. If you received this message in error, please reply to sender or telephone at 231.947.7900 and destroy the original message and all copies. Thank you.

Laura J. Derusha

From: Laura J. Derusha
Sent: Monday, April 03, 2017 11:18 AM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Ongoing request for claims/damage analysis and back-up documentation

This email is sent on behalf of Edgar Roy III:

11

Steve,

The file came up on my diary for status review and I am following up with you concerning my email of March 21. Please let me know if you/the DHHS Board will be supplying the requested information/documentation. I would like to try to move all of this along in an orderly fashion and believe that to the extent that the DHHS Board has claims it would like for the BA to evaluate, that information and analysis can be supplied very soon.

Thank you.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
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Laura J. Derusha

From: Laura J. Derusha
Sent: Tuesday, May 16, 2017 8:32 AM
To: Ed Roy
Subject: FW: ERIII/Girard: Upcoming Mediation - Potential DHHS Damage Claims

Resent

2nd Request

12

From: Laura J. Derusha
Sent: Tuesday, March 14, 2017 8:13 AM
To: Girard, Steven K. <SGirard@ClarkHill.com>
Cc: Ed Roy <eroy@krlawtc.com>
Subject: ERIII/Girard: Upcoming Mediation - Potential DHHS Damage Claims

This email is sent on behalf of Edgar Roy III:

Mr. Girard,

I have had previous communications with you and Kathy Dube concerning the potential for possibly recovering damages DHHS Board claims/may claim arise out of the defective roof.

From time to time Kathy/Karen have provided information/documentation. However, I wanted to make sure you were the one to supply me with the requisite information/documents and analysis.

Accordingly, if the DHHS Board believes that there is a legal basis to recover and a legal basis for DHHS damages arising out of the defective roof, within the next ten days would you please supply the requisite legal analysis, both with regard to potential claims and damages; and supply the requisite back-up documentation which would meet the requisite foundational requirements for introducing the documentation as evidence in any mediation, arbitration or litigation.

I would appreciate the DHHS Board communicating directly with you and not directly with me. The BA is depending upon you to formulate the formal response and produce the requisite documents.

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

Sincerely,

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412 South Union Street
Traverse City, MI 49684
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(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

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Laura J. Derusha

From: Laura J. Derusha
Sent: Tuesday, May 16, 2017 8:32 AM
To: Ed Roy
Subject: FW: ERIII/Girard: Ongoing Request
Attachments: maples losses-damages.docx

13

From: Laura J. Derusha
Sent: Tuesday, March 21, 2017 2:35 PM
To: Girard, Steven K. <SGirard@ClarkHill.com>
Cc: Ed Roy <eroy@krlawtc.com>
Subject: ERIII/Girard: Ongoing Request

This email is sent on behalf of Edgar Roy III:

Steve,

I am attaching a description of the claims the BA has initially submitted to ELA. Please refer to my prior request for you to supply the information, analysis and documentation for pursuing possible claims/recovery of damages against ELA.

I look forward to hearing from you after the DHHS 3/28/17 Board meeting.

Thank you in advance for your expected cooperation.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

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person other than the intended recipient. If you received this message in error, please reply to sender or telephone at 231.947.7900 and destroy the original message and all copies. Thank you.

B. Maples' Facility Losses/Damages:

The intended target date for opening the facility was April 1, 2015. Based upon the delay in CMS providing written confirmation that the roof will not have to be replaced, the earliest date the facility would appear to be able to be occupied is April 1, 2017. Accordingly, there has been an overall 24 month delay in occupying the facility which has caused increased facility expenses/losses; and revenue losses for this time period. The projected loss of certified public expenditure reimbursement is $ TBD ; and the incremental expenses incurred by the facility for this 24 month period are approximately $TBD ; and the incremental expenses incurred as a result of lapse of warranties on mechanical items, EPS and _____ are approximately $ TBD . (Figures to be supplied once received from the DHHS Board/Maples Facility.

*This initial submission will be revised/supplemented in advance of the June 2017 mediation based upon information and documents received between now and the mediation date.

H:\ljderusha\Laura\Benzie County\Bldg Auth\maples losses-damages.docx

Laura J. Derusha

From: Laura J. Derusha
Sent: Tuesday, May 16, 2017 8:32 AM
To: Ed Roy
Subject: FW: ERIII/Girard: Ongoing request for claims/damage analysis and back-up documentation

Resent

14

18

From: Laura J. Derusha
Sent: Monday, April 03, 2017 11:18 AM
To: Girard, Steven K. <SGirard@ClarkHill.com>
Cc: Ed Roy <eroy@krlawtc.com>
Subject: ERIII/Girard: Ongoing request for claims/damage analysis and back-up documentation

This email is sent on behalf of Edgar Roy III:

Steve,

The file came up on my diary for status review and I am following up with you concerning my email of March 21. Please let me know if you/the DHHS Board will be supplying the requested information/documentation. I would like to try to move all of this along in an orderly fashion and believe that to the extent that the DHHS Board has claims it would like for the BA to evaluate, that information and analysis can be supplied very soon.

Thank you.

Sincerely,

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Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
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Mitch Deisch

From: Coury Carland
Sent: Monday, September 11, 2017 7:02 AM
To: Mitch Deisch
Subject: Fwd: ERIII ltr to C Carland re 9/12/17 BOC Agenda
Attachments: image001.png; ATT00001.htm; image002.png; ATT00002.htm; carland 9-8-17.pdf; ATT00003.htm

Please share with the full board.

Coury

Sent from my iPhone

Begin forwarded message:

> **From:** "Laura J. Derusha" <ljderusha@krlawtc.com>
> **Date:** September 8, 2017 at 3:18:24 PM EDT
> **To:** Coury Carland <CCarland@benzieco.net>
> **Cc:** Ed Roy <eroy@krlawtc.com>, Dawn Olney <DOlney@benzieco.net>, Mitch Deisch <MDeisch@benzieco.net>, "Richard Figura (rfigura@figuralaw.com)" <rfigura@figuralaw.com>, Tom Longanbach <TLonganbach@benzieco.net>, Marcia Stobie <tmstobie@yahoo.com>, "vogler1616@gmail.com" <vogler1616@gmail.com>, Michelle Thompson <MThompson@benzieco.net>
> **Subject: ERIII ltr to C Carland re 9/12/17 BOC Agenda**
>
> *This email is sent on behalf of Edgar Roy III:*
>
> Please see attached.
>
> Sincerely,
>
> EDGAR ROY III
> Kuhn Rogers PLC
> 412 South Union Street
> Traverse City, MI 49684
> (231) 947-7900 Reception
> (231) 947-7901 Ext. 107 Direct Line
> (231) 941-5154 Facsimile
> eroy@krlawtc.com

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

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2937 ATRIUM DRIVE, SUITE 200
OKEMOS, MICHIGAN 48864

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

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

September 8, 2017

Coury Carland
Via Email

Re: 9/12/17 9:00 a.m. BOC Meeting

Dear Coury:

I am attaching a copy of next Tuesday's agenda and see that there is a reference to Building Authority discussion and potential action. It is my understanding Art Jeannot requested that this item be added to the agenda.

Neither the Building Authority members nor legal counsel have been invited to next week's meeting or advised of the scope of the "potential action". (I would note, however, that Mr. Jeannot previously requested BOC attendance at a meeting a few months ago and requested that their legal counsel not attend.)

As recent as last month, we know that the BOC made certain mistakes with the initial appointment of Lisa Vogler to the Building Authority. If the BOC intends to take specific actions involving the Building Authority and its activities, we would appreciate the professional courtesy of advance notice.

More importantly, Richard Figura will advise the BOC that there are minimum procedural protections required to be followed - depending upon the intended scope of any member/the BOC's actions. To that end, I am providing him with a copy of this letter so that he is aware of the agenda item.

I am providing a copy of this letter to Dawn Olney so that she can see that it is distributed in the BOC packet.

As always, should you or any BOC members have any follow up questions or concerns, please do not hesitate to contact me direct.

Sincerely,

KUHN ROGERS PLC

Edgar Roy III
Direct dial (231) 947-7900 ext. 107
eroy@krlawtc.com

ER/ljd
Enclosure
cc: Dawn Olney (via email)
Mitch Deisch (via email)
Richard Figura (via email)
Tom Longanbach (via email)
Marcia Stobie (via email)
Lisa Vogler (via email)
Michelle Thompson (via email)

H:\ljdorsha\Laura\Benzie County\Bldg Auth\earland.wpd

BENZIE COUNTY
BOARD OF COMMISSIONERS

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

MEETING AGENDA
September 12, 2017
Commissioners Room, Governmental Center, 448 Court Place, Beulah, Michigan

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m.

CALL TO ORDER
ROLL CALL
INVOCATION AND PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES – 8/22/2017 (open & closed x 2)
PUBLIC INPUT
PUBLIC HEARING – 2017/18 BUDGET
ELECTED OFFICIALS & DEPT HEAD COMMENTS
COMMISSIONER REPORTS –
COUNTY ADMINISTRATOR'S REPORT –
FINANCE – Approval of Bills
HR and PERSONNEL – 8/22/2017 & 9/5/2017 Consent Calendar; Distribute Co Admin Evaluation Forms
COMMITTEE APPOINTMENTS – Bldg Auth Discussion & potential action
ACTION ITEMS –

1) BVTMC MOU with DNR
2) Secondary Road Patrol Application
2) Food Services Contract – Jail
4) Amend to BA Articles of Incorporation
5) 2017 Emerg Mgt Grant Program
6) Recycling Site Lease x 7
7) Board of Canvasser Appointment
8) Resol 2017-026 EDC & BRA Merger
9) Resol 2017-027 SB 386

PRESENTATION OF CORRESPONDENCE
UNFINISHED BUSINESS
NEW BUSINESS –

10:00
10:15

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).

Mitch Deisch

From: Coury Carland
Sent: Monday, September 11, 2017 7:04 AM
To: Mitch Deisch
Subject: Fwd: ERIII/Carland: ERIII comm w Hart/Dube
Attachments: image001.png; ATT00001.htm; image002.png; ATT00002.htm; email comm.pdf; ATT00003.htm

Please share with the full board.

Coury

Sent from my iPhone

Begin forwarded message:

> **From:** "Laura J. Derusha" <ljderusha@krlawtc.com>
> **Date:** September 6, 2017 at 3:04:12 PM EDT
> **To:** Coury Carland <CCarland@benzieco.net>
> **Cc:** Ed Roy <eroy@krlawtc.com>
> **Subject: ERIII/Carland: ERIII comm w Hart/Dube**
>
> FYI and your follow up as you deem necessary.
>
> Ed Roy III
>
> ---
>
> **From:** Laura J. Derusha
> **Sent:** Wednesday, September 06, 2017 3:03 PM
> **To:** Tom Hart [tomseemail@yahoo.com] <tomseemail@yahoo.com>
> **Cc:** Ed Roy <eroy@krlawtc.com>
> **Subject:** ERIII/Hart: Follow up to 8/29 inquiry letter
>
> *This email is sent on behalf of Edgar Roy III:*
>
> Tom,
>
> I am providing you with a copy of today's email letter and attachments to Kathy Dube which I believe are self-explanatory.
>
> If the DHHS Board has elected not to cooperate with the BA, please simply pass that information along and I will not send any follow up email letters to the DHHS Board.
>
> Thank you.
>
> Sincerely,
>
> EDGAR ROY III
> Kuhn Rogers PLC
> 412 South Union Street

Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

From: Laura J. Derusha
Sent: Wednesday, September 06, 2017 3:01 PM
To: 'kdube@benziemaples.org' <kdube@benziemaples.org>
Cc: Ed Roy <eroy@krlawtc.com>
Subject: ERIII/Dube: Follow up inquiry from August 29 inquiry

This email is sent on behalf of Edgar Roy III:

Kathy,

I am attaching copies of emails exchanged with you and Tom; and a recent email from Michelle Thompson.

Yet this week I would appreciate receiving a substantive reply; however, if a decision has been made not to cooperate with the BA by supplying the requested information/documentation, could you please pass that information along?

Thank you.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

From: Laura J. Derusha
Sent: Tuesday, September 5, 2017 11:10 AM
To: Ed Roy <eroy@krlawtc.com>
Subject: FW: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

---

From: Michelle Thompson [mailto:MThompson@benzieco.net]
Sent: Tuesday, September 05, 2017 11:09 AM
To: Laura J. Derusha <ljderusha@krlawtc.com>
Cc: Tom Longanbach <TLonganbach@benzieco.net>
Subject: RE: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

The only information I receive from them "monthly" are various misc. invoices for repairs to equipment that sat idle for 2 years or utility bills or inspections and stuff. These are not DHHS damages, as they have sent those invoices to us for payment. They have not incurred any "damage" as far as I am aware from these invoices, except for their time and attention to these details.

The County treasurer did not respond as quickly as she would have liked to the Maples requests for copies of invoices for their cost report to CMS. Their request came at a busy time in the Treasurer's office, and I was unable to accommodate them as quickly as I would have liked. We have taxes going out in July, and office staff are all taking

vacation after taxes are out, and I was at a treasurer's conference and had vacation myself planned. This was on top of additional budget meetings placing additional time constraints. As the cost report for CMS has nothing to do with the request for damage assessment requested since 2015, I am not sure how his statement relates.

Shelley

Michelle Thompson

Benzie County Treasurer
Benzie County Land Bank Authority Chairman
www.benzieco.net
231.882.9672

From: Laura J. Derusha [mailto:ljderusha@krlawtc.com]
Sent: Wednesday, August 30, 2017 8:18 AM
To: Tom Hart [tomseemail@yahoo.com] <tomseemail@yahoo.com>
Cc: Ed Roy <eroy@krlawtc.com>; Michelle Thompson <MThompson@benzieco.net>
Subject: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

This email is sent on behalf of Edgar Roy III:

Tom,

Thank you for your timely email of late Tuesday morning.

If you could also please follow through to provide copies of the DHHS documents which in any way demonstrate the claim that the DHHS Board had passed along monthly information to the Building Authority concerning the damage claim.

Also, I reasonably assume that by your reference to the "Treasurer" in the email below the DHHS Board is not now somehow claiming that the delay in providing the BA with comprehensive damage information was caused by the Treasurer? If so, please explain/advise.

The Building Authority looks forward to your prompt and comprehensive follow up and advice.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

KUHN ROGERS PLC

CONFIDENTIAL

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From: thomas hart [mailto:tomseemail@yahoo.com]
Sent: Tuesday, August 29, 2017 10:31 AM
To: Kathleen Dube; Karen Felty
Cc: Gayord Jowett; Ann Loveless; Diane M. Lirones
Subject: Fw: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

Kathy and Karen.
Could you please provide the financial information as requested in the attachment below along with any barriers that have arisen; for example, reluctance or inability of the county treasurer to provide information necessary for a comprehensive report. Please include any legal costs to the Maples due to the delay of opening and as concise as possible, an estimate of man hours spent while the building was vacant.
Tom Hart.
----- Forwarded Message -----
From: Diane M. Lirones <dmlirones@krlawtc.com>
To: "tomseemail@yahoo.com" <tomseemail@yahoo.com>
Cc: Ed Roy <eroy@krlawtc.com>
Sent: Tuesday, August 29, 2017 9:12 AM
Subject: ERIII/Hart: BA's Historical and Ongoing Request to the DHHS Board

This email is sent on behalf of Edgar Roy III:

Dear Tom,

Please see attached correspondence and written communication.

Sincerely,

EDGAR ROY III
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(231) 947-7901 Ext. 107 Direct Line
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TERRY C. ROGERS
(LL.M. Taxation)
EDGAR ROY III
JOSEPH E. QUANDT
GREGORY J. DONAHUE
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LANSING OFFICE:
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MATTHEW L. BOYD
CHRISTOPHER G. ROGERS
(also admitted in Illinois)
MARC S. McKELLAR II
JONATHAN L. MORSE
(admitted in Wisconsin)

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

August 29, 2017

Kathy Dube
kdube@benziemaples.org

Re: The BA's Historical and Ongoing Request to the Maples to Provide Information, Analysis and Documents

Dear Kathy,

An issue arose at the recent BA meeting specifically as it relates to the potential the Maples facility has or may have a claim for damages as part of the arbitration proceeding. As you may know, there have been historical and consistent attempts to obtain as much information, analysis and back-up documentation as possible from the Maples as part of the BA's pursuit of recovery of damages due to the defective roof.

According to my review of the attachments, I first wrote you on April 29, 2015 (within approximately 60 days of the discovery of the roof defect). From time to time your staff did provide additional information in an attempt to respond to the BA's request. However, as can be gleaned from all of the attached written communications (15 or 20 communications) through May 23, 2017 - the BA never received the requested information, documentation and analysis. (Please see my May 23, 2017, email to Mitch Deisch indicating that unless I receive Steve Girard and Dave Burley's work product about a week in advance of the June mediation - it would be unlikely I can utilize any of that information/documentation and analysis in pursuing recovery at mediation.

The BA is not in a position to manufacture damage claims and/or pursue damage claims which do not have the requisite evidentiary foundation and/or legal analysis.

The BA looks forward to receiving the Maples' complete submittal. However, due to the fact that the arbitration claim has previously been submitted, it may be too late (tardy) to pursue any damage claims on the Maples' behalf.

The BA is hopeful that the Maples will follow up as it deems appropriate to assist the BA in attempting to recover the maximum damages as part of the arbitration proceedings.

Sincerely,

KUHN ROGERS PLC

Edgar Roy III

ER/ljd
Enclosures
cc: Tom Longanbach (via email w/encls)
Marcia Stobie (via email w/encls)
Lisa Vogler (via email w/encls)
Dawn Olney (via email w/encls)
Michelle Thompson (via email w/encls)

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R. EDWARD KUHN
TERRY C. ROGERS
(LL.M. Taxation)
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MATTHEW L. BOYD
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MARC S. McKELLAR II
JONATHAN L. MORSE
(admitted in Wisconsin)

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

August 29, 2017

Thomas Hart
7596 Benzie Hwy
Benzonia, MI 49616

Re: **BA's Historical and Ongoing Request to the DHHS Board/Its Legal Counsel to Provide Documents, Information and Analysis**

Dear Tom:

At the recent BA meeting, you indicated you thought that monthly documents/information had been passed along to the BA as it relates to the DHHS Board's potential damage claim(s).

So that everyone reviewing the situation is aware of the factual history, I am enclosing the following documents which demonstrate the "paper trail" of the BA's historical and ongoing request for damage information. As far back as June of 2015 (approximately 90 days after the defective roof issue was first publically disclosed), I began writing Steve Girard - the DHHS Board requesting assistance. Multiple written communications followed which now total 14 which directly address the need for the DHHS Board to supply the requisite information, documentation and analysis addressing damages and the DHHS Board's legal authority to unilaterally refuse to move the patients into the building.

My last email to Steve Girard dated April 3rd (and I believe resent to him in May of 2017) (approximately 3 weeks before the facilitated mediation) has been ignored.

A review of the attached letter(s) clearly reveals the status of the BA's request(s) and the DHHS Board's response/failure to timely and fairly respond.

While you generally observed that you "thought" the BA had been receiving timely information/documentation, from the historical record for which I have had access, there does not appear to be any substantive written communications which would support your general observation. Possibly you could send along for the BA's review and consideration any information/documentation which you think supported your observation at Wednesday's meeting that you "thought" the BA had been receiving timely information/documentation.

I am sending this letter at your request and cannot make any guaranties that the arbitration proceeding will include some or all of the DHHS Board damage claims. Since the BA waited many, many months for the DHHS Board's (Mr. Girard's response) without the benefit of a substantive response, the arbitration claim has been filed. (There is a mechanism to amend the current arbitration claim; however, as I mentioned at the recent BA meeting, in order for the Building Authority to maintain its integrity and for me to pursue only proper damage claims, the BA will not "manufacture" any DHHS damage claims. The BA along with my assistance can only evaluate what the DHHS Board presents).

The BA trusts you will follow up as the DHHS Board deems necessary to advance the DHHS claims/damage categories.

Sincerely,

KUHN ROGERS PLC

Edgar Roy III

ER/ljd
Enclosures
cc: Steve Girard (via email w/encls)
Tom Longanbach (via email w/encls)
Marcia Stobie (via email w/encls)
Lisa Vogler (via email w/encls)
Dawn Olney (via email w/encls)
Michelle Thompson (via email w/encls)

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Mitch Deisch

From: Coury Carland
Sent: Monday, September 11, 2017 7:04 AM
To: Mitch Deisch
Subject: Fwd: ERIII ltr to R. Figura
Attachments: image001.png; ATT00001.htm; image002.png; ATT00002.htm; figura 8-29-17.pdf; ATT00003.htm

Please share with the full board.

Coury

Sent from my iPhone

Begin forwarded message:

From: "Laura J. Derusha" <ljderusha@krlawtc.com>
Date: August 29, 2017 at 3:12:45 PM EDT
To: "Richard Figura (rfigura@figuralaw.com)" <rfigura@figuralaw.com>
Cc: Ed Roy <eroy@krlawtc.com>, Mitch Deisch <MDeisch@benzieco.net>, Coury Carland <CCarland@benzieco.net>, Tom Longanbach <TLonganbach@benzieco.net>, Marcia Stobie <tmstobie@yahoo.com>, "vogler1616@gmail.com" <vogler1616@gmail.com>, Michelle Thompson <MThompson@benzieco.net>, Dawn Olney <DOlney@benzieco.net>
Subject: ERIII ltr to R. Figura

This email is sent on behalf of Edgar Roy III:

Please see attached.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
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(231) 947-7901 Ext. 107 Direct Line
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TERRY C. ROGERS
(*LLM, Taxation*)
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GREGORY J. DONAHUE
GREGORY L. JENKINS
TROY W. STEWART
GINA A. BOZZER

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

OF COUNSEL:
LEWIS G. GATCH

August 29, 2017

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

Via Email

Dear Dick:

At the recent BA meeting, we learned that Lisa Vogler had requested the opportunity to review historical "closed session" meeting minutes and that preliminarily Dawn Olney indicated that review may not be possible. It is my understanding that you are or will likely be consulted with regard to requested access to ensure that it conforms with controlling Michigan law and that no activity will occur which would subject the Building Authority to any potential claims. Equally important is to protect the information so as to not in any way create liability or other issues for the Building Authority as it pursues all of the claims arising out of the specification and installation of the defective roof.

To the extent you are able, I would appreciate you providing me with your written communications with Dawn Olney on this topic should the request to inspect remain ongoing.

You should also be aware that Lisa Vogler revealed at the recent public BA meeting that one of her missions was to gain access and to share information with taxpayers. As the Building Authority's attorney, I remain sensitive to the disclosure of information shared during closed session and, of course, dissemination of information from the closed session meeting minutes.

Thank you in advance for your ongoing participation and fulfilling the appropriate legal obligations to ensure compliance with the applicable controlling law and to minimize the likelihood of the filing of any future lawsuit against the Building Authority and/or Board of Commissioners/Benzie County.

Sincerely,

KUHN ROGERS PLC

Edgar Roy III
Direct dial (231) 947-7900 ext. 107
eroy@krlawtc.com

ERIII/ljd
cc: Mitch Deisch (via email)
Coury Carland (via email
Tom Longanbach (via email)
Marcia Stobie (via email)
Lisa Vogler (via email)
Michelle Thompson (via email)
Dawn Olney (via email)

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Mitch Deisch

From:	Coury Carland
Sent:	Monday, September 11, 2017 7:06 AM
To:	Mitch Deisch
Subject:	Fwd: ERIII/Carland: Outstanding/Ongoing Requests to Maples to Supply Information/Documentation
Attachments:	image001.png; ATT00001.htm; Ltr to Kathy Dube 8-29.pdf; ATT00002.htm; written comm re damage claim - Dube.pdf; ATT00003.htm

Please share with the full board.

Coury

Sent from my iPhone

Begin forwarded message:

> **From:** "Diane M. Lirones" <dmlirones@krlawtc.com>
> **To:** "Coury Carland" <CCarland@benzieco.net>
> **Cc:** "Mitch Deisch" <MDeisch@benzieco.net>, "Ed Roy" <eroy@krlawtc.com>
> **Subject: ERIII/Carland: Outstanding/Ongoing Requests to Maples to Supply Information/Documentation**
>
> This email is sent on behalf of Edgar Roy III:
>
> Dear Coury:
>
> I recall that you were at last week's meeting and heard the dialog concerning the Building Authority's need for assistance; namely, for the Maples to provide information, documentation and analysis to support the BA in its pursuit in recovery of damages through arbitration.
>
> To that end, I am attaching a copy of a follow up letter to Kathy Dube. I believe it is self-explanatory and I hope people will take the time to review the attachments so that they can readily appreciate the efforts that the Building Authority has gone to in order to obtain help from the Maples to pursue a maximum recovery from ELA through arbitration.
>
> As I shared at the public meeting last week - the Building Authority cannot manufacture or make up damage claims; rather, the individuals/entities with the information and documentation are required to supply that information and documentation in a meaningful format in order that the BA an evaluate and potentially include the incremental damage claims.
>
> The BA still may have an opportunity to amend the damage claim in arbitration; however, until it receives meaningful responses to requests dating back a year or two, the Building Authority now is in a position to pursue only the current AAA damage claim.
>
> Possibly the BOC Members who have concerns about the nature and pursuit of claims through the arbitration proceedings can evaluate whether there is a meaningful need to follow up with

other individuals/entities to foster the Building Authority's current efforts through the arbitration proceedings.

I trust if you or any of the other BOC Members have questions or concerns (which cannot be answered by a review of the historical records), they will not hesitate to contact me direct.

As I promised in a letter from approximately two - three weeks ago, it does remain my intent to provide a general status update letter to the BOC Members on an approximately monthly basis. That letter will be coming over the near term.

Thank you and the BOC Members for your time and consideration.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
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MATTHEW L. BOYD
CHRISTOPHER G. ROGERS
(also admitted in Illinois)
MARC S. McKELLAR II
JONATHAN L. MORSE
(admitted in Wisconsin)

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

August 29, 2017

Kathy Dube
kdube@benziemaples.org

Re: **The BA's Historical and Ongoing Request to the Maples to Provide Information, Analysis and Documents**

Dear Kathy,

An issue arose at the recent BA meeting specifically as it relates to the potential the Maples facility has or may have a claim for damages as part of the arbitration proceeding. As you may know, there have been historical and consistent attempts to obtain as much information, analysis and back-up documentation as possible from the Maples as part of the BA's pursuit of recovery of damages due to the defective roof.

According to my review of the attachments, I first wrote you on April 29, 2015 (within approximately 60 days of the discovery of the roof defect). From time to time your staff did provide additional information in an attempt to respond to the BA's request. However, as can be gleaned from all of the attached written communications (15 or 20 communications) through May 23, 2017 - the BA never received the requested information, documentation and analysis. (Please see my May 23, 2017, email to Mitch Deisch indicating that unless I receive Steve Girard and Dave Burley's work product about a week in advance of the June mediation - it would be unlikely I can utilize any of that information/documentation and analysis in pursuing recovery at mediation.

The BA is not in a position to manufacture damage claims and/or pursue damage claims which do not have the requisite evidentiary foundation and/or legal analysis.

The BA looks forward to receiving the Maples' complete submittal. However, due to the fact that the arbitration claim has previously been submitted, it may be too late (tardy) to pursue any damage claims on the Maples' behalf.

The BA is hopeful that the Maples will follow up as it deems appropriate to assist the BA in attempting to recover the maximum damages as part of the arbitration proceedings.

Sincerely,

KUHN ROGERS PLC

Edgar Roy III

ER/ljd
Enclosures
cc: Tom Longanbach (via email w/encls)
Marcia Stobie (via email w/encls)
Lisa Vogler (via email w/encls)
Dawn Olney (via email w/encls)
Michelle Thompson (via email w/encls)

H:\ljderusha\Laura\Benzie County\Bldg Auth\dube.wpd

Laura J. Derusha

From: Laura J. Derusha
Sent: Friday, May 01, 2015 1:08 PM
To: Ed Roy
Subject: FW: Maples: Supplemental Request for Information
Attachments: The Maple1.docx

From: Kathleen Dube [mailto:kdube@benziemaples.org]
Sent: Friday, May 01, 2015 1:07 PM
To: Laura J. Derusha
Subject: RE: Maples: Supplemental Request for Information

Please find my responses in the attachment.

Kathy D.

From: Laura J. Derusha [mailto:ljderusha@krlawtc.com]
Sent: Wednesday, April 29, 2015 1:21 PM
To: Kathleen Dube
Cc: Ed Roy
Subject: Maples: Supplemental Request for Information

This email is sent on behalf of Edgar Roy III:

Kathy,

The B.A. directed that I follow up with you to obtain additional information. They would like to consider it as part of their ongoing situation.

By requesting this information, there is no guaranty that some of or all of the expense items you provide may be recoverable as part of the resolution of the Code compliance issues. However, it will be helpful for the process for you to pass along the following information for consideration:

1. The earliest date the facility was completed/could have opened had it not been for the roof/Code compliance issue?

2. The Federal requirement for opening a facility on a designated basis (e.g. quarterly) which would have delayed the first opportunity to open identified in 1 above?

3. Expenses the facility has incurred/continues to incur as a result of the delayed opening identified in 1 above?

   (Please be specific as to line items, computations and any information helpful to the B.A.'s review.)

4. To the extent subject to calculation, the per diem revenue which has been lost, less the expenses avoided to provide a calculation of the facility's "net loss" due to the delayed opening?

5. Are you aware of any future legal deadlines which, if missed, would result in any financial or other problems (and, if so, a description/calculation)?

6. Other information you believe helpful to the B.A. with regard to any other financial or other impacts on the facility now or in the future as a result of the delayed opening as well as what might be expected if the facility is cited on an annual basis and a waiver required?

As you may know, there is a public meeting likely to be scheduled for this Friday afternoon (May 1) and, therefore, I would encourage you, the DHS Chairperson and its legal counsel to personally attend.

I am always willing to answer any questions you or legal counsel have with regard to the ongoing approach to resolve the Code compliance issue. Thank you.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 S. Union/PO Box 987
Traverse City, MI 49685
eroy@krlawtc.com
231-947-7900 x 107
231-947-7901 x 107 Direct Dial
231-941-5154 fax
PLEASE SEND ANY REPLY EMAIL TO EROY@KRLAWTC.COM. THANK YOU.

Laura J. Derusha, Legal Assistant
ljderusha@krlawtc.com
231-947-7901 x 128 Direct Dial

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The Maples
May 1, 2015
Response to email of Edgar Roy III dated April 29, 2015

1. Your question: *The earliest date the facility was completed/could have opened had it not been for the roof/Code compliance issue.*
This is a difficult date to pin down as there are many issues in the fire marshal's report from his visit of February 11th and 12th of 2015, besides the roof issue. To this date I am not sure if all the other issues have been resolved.

The original date we were told we should have been taking occupancy was September 1, 2014. The date was then pushed to October 1, 2014, then to January 1, 2015, then to February 1, 2015, and then to April 1, 2015. Since the building requires an inspection from the fire marshal, someone from the State of Michigan Engineering Division, and lastly from a surveyor from the Gaylord licensing office, of which only the fire marshal's inspection has been conducted and has yet to be revisited for compliance, even anticipating the April 1, 2015 move in date would have made the other inspections difficult to complete even by the April 1, 2015 deadline.

However, the first date we took serious was the February 1, 2015 move in date and prior to that is when we started hiring and orientating new employees to staff the new building with the additional 18 beds.

2. Your question: *The Federal requirement for opening a facility on a designated basis (e.g. quarterly) which would have delayed the first opportunity to open identified in 1 above.*
It is actually a state regulation that you can only certify beds for the Medicaid program on either the start of your fiscal year, or on the start of a quarter within your fiscal year. However, the facility must not have had an adverse action against it within the past 24 months to certify the beds under the Medicaid program. This facility had an adverse action in June of 2013 which prevents the facility from being able to bill for Medicaid reimbursement for a Medicaid eligible resident who occupies that bed, prior to July 1, 2015.

Now, with that being said, there would be nothing stopping the facility from billing any other payer source other than Medicaid from occupying that bed at any time that the facility was in operation. We would have simply notified the state of our occupancy date, and the additional 16 beds would have been available for a private pay individual, a Medicare eligible individual, someone with a private insurance, or a hospice resident.

3. Your question: *Expenses the facility has incurred/continues to incur as a result of the delayed opening identified in 1 above.*
To date, the facility has spent $6,394.16 in orientation fees for staff that have already left the Maples because we could not offer them the full time employment they were hired for, due to the delay in opening the new building and adding 16 more resident beds.

We have also already incurred an additional $1362.78 in housekeeping staff expenses by employing extra staff to keep the new building clean, and $1027.72 in dietary staff expenses to keep the kitchens clean.

4. Your question: *To the extent subject to calculation, the per diem revenue which has been lost, less the expenses avoided to provide a calculation.*
Taking into consideration the various payer amounts for the various payers (i.e. Medicare, Medicaid, Private Insurance and Hospice) our average daily rate, minus applicable expenses, is $358 per day.

5. Your question: *Are you aware of any future legal deadlines which, if missed, would result in any financial or other problems?*
I will be applying to the state to have the additional 16 beds certified for Medicaid effective July 1, 2015, regardless of whether or not we are occupying the building, otherwise the next available certifying date would not be until October 1, 2015. There will be no ramifications by the state if we certify the beds on July 1, 2015 and have not yet occupied the building.

6. Your question: *Other information you believe helpful to the Building Authority with regard to any other financial or other impacts on the facility now or in the future as a result of the delayed opening as well as what might be expected if the facility is cited on an annual basis and a waiver is required.*
The reimbursement systems, both Medicare and Medicaid, for a long term care facility such as ours, is very complicated and is based on expenses incurred each fiscal year. In a conversation with a representative of Plante & Moran, which is the firm that prepares our annual cost reports to both Medicare and Medicaid, it was stated with a delayed opening beyond September 30, 2015, the facility could stand to lose up to $500,000 in Certified Public Expenditure (CPE) reimbursement.

The facility has had an active waiting list of potential residents that have been ready to move into our new beautiful building. It was recently stated by a family member that they perceived this as a marketing ploy to get people to avoid entering other facilities by telling them various "move-in" dates. From a marketing perspective this entire mess has been detrimental to the integrity of The Maples.

Regarding the proposal of installing the foam and sprinkler system in lieu of replacing the roof, the facility will be faced annually with applying for a waiver since the roof will not be in compliance with NFPA 220 regulations. In a typical annual survey, if any citations are found, I would have to submit a plan of correction for which I would have 40 days from the date of the survey to bring the facility into compliance. From what I have been reading, the state would not accept the current fix as an acceptable plan of correction for the roof, and a waiver would have to be requested. If, for whatever reason, the state/CMS does not approve the waiver I am not sure what, if any, additional time the facility will be granted to have a new roof installed, or what, if any, type of daily fine might be assessed, or, worst case scenario, if there would be a need to evacuate the building.

Laura J. Derusha

From: Laura J. Derusha
Sent: Wednesday, August 10, 2016 9:29 AM
To: 'kdube@benziemaples.org'; 'tomseemail@yahoo.com'
Cc: Ed Roy; Girard, Steven K.
Subject: ERIII ltr to Dube/Hart re Follow up request to my 7/29/16 emails on open issues
Attachments: emails re maples.pdf

This email is sent on behalf of Edgar Roy III:

Kathy and Tom,

I am resending copies of three emails to you from July 29 addressing the need for information/documentation on the Maples' damage claim, the C&M proposal and any potential open insurance issues; and, probably most importantly, the DHHS legal position with regard to whether it has any ability to claim that it is not obligated to accept the building upon the issuance of an occupancy permit/potential CMS waiver.

On the last issue, it is my understanding that comments were presented to the BOC at its recent meeting indicating that the DHHS Board may take the position that it will not accept the building.

The next BA regularly scheduled meeting is two weeks out and, therefore, it will be appreciated if the DHHS Board/its legal counsel provide responses to these three issues within the next week.

The BA will be in a better position to address issues if the DHHS Board extends the normal courtesy of providing advance notice/rationale – especially on the issue of whether or not there is a legal basis the DHHS Board intends to rely to refuse acceptance of the building.

Thank you in advance for your anticipated cooperation and I am providing Mr. Girard with a copy of this email so he is aware of the ongoing need to timely address these issues.

Sincerely,

EDGAR ROY III
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KUHN ROGERS PLC

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Ed Roy

From: Laura J. Derusha
Sent: Friday, July 29, 2016 9:45 AM
To: donna@benziemaples.org
Cc: Ed Roy
Subject: FW: ERIII ltr to K.Dube re 7/27/16 C&M proposal for Maples Facility
Attachments: insurance info.pdf

Per Kathy Dube's out of office message, I am forwarding the email to you.

Thank you.

Ed Roy III

From: Laura J. Derusha
Sent: Friday, July 29, 2016 8:43 AM
To: 'kdube@benziemaples.org' <kdube@benziemaples.org>
Cc: Ed Roy <eroy@krlawtc.com>
Subject: ERIII ltr to K.Dube re 7/27/16 C&M proposal for Maples Facility

This email is sent on behalf of Edgar Roy III:

Kathy,

You probably heard that Ron Christie made a presentation to the BA on Wednesday concerning a proposal for the Maples facility. Attached is a complete copy of his proposal.

The BA would like for the DHHS Board to advise right away if there is any objection to proceeding with this or another proposal as it currently appears there will be no problem in obtaining insurance coverage for the facility.

The BA's next regularly scheduled meeting is set for 8:30 a.m. on Wednesday, August 24, 2016. It would be appreciate if the DHHS Board/its legal counsel provides written communication concerning the acceptability of proceeding along the lines of the C&M proposal and also to advise if there remain any "open" insurance coverage issues.

Thank you and the Board in advance for their anticipated cooperation/response.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

KUHN ROGERS PLC

Ed Roy

From: Laura J. Derusha
Sent: Friday, July 29, 2016 9:57 AM
To: kdube@benziemaples.org
Cc: Ed Roy; dstier@benziemaples.org
Subject: Maples Damage Claim

This email is sent on behalf of Edgar Roy III:

Kathy,

You/your staff have provided an invoice for what appears to be time/labor associated with the efforts expended with regard to the delayed opening of the facility.

Are there any other damages for which the Maples' claim should be considered as part of any negotiations, mediation or arbitration of the BA's claims against the architect? If so, please provide a line item summary and appropriate back-up documentation for each line item.

Maples representatives previously indicated that there have been damages the Maples incurred as a result of the delayed opening of the facility. Accordingly, the BA directed me to communicate with you to obtain the appropriate information and documents.

By asking for this information/documentation I would like to reconfirm there is no guaranty of any recovery specifically based upon the Maples' demands/submissions. The BA simply wanted this information/documentation in hand as we proceeded with the claims against the architect.

Thank you for your follow up and anticipated response.

Sincerely,

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Ed Roy

From: Ed Roy
Sent: Friday, July 29, 2016 2:32 PM
To: thomas hart
Cc: Laura J. Derusha
Subject: Re: DHHS Board Refusal to Accept the New Maples Facility

Tom
You are correct with the clarification
But still asking for a legal opinion that states the BA is legally obligated to do more than provide the occupancy permit- whether it comes with or without a CMS waiver(preferably acknowledgement that building does Not require Any waiver).
So if the DHHS board expects more
the BA needs the opportunity to timely consider the analysis and specific request.
So got example of your atty advises you there is no legal basis to support DHSS request - it would be good for everyone to know that sooner rather than later. Thx for the Bds follow through.
Also I'm asking my assistant to forward this email to Kathy D
The BA members and Dawn and Michelle. ED

Sent from my iPhone

On Jul 29, 2016, at 12:55 PM, "thomas hart" <tomseemail@yahoo.com> wrote:

Mr. Roy:
Just to clarify. If I stated that the maples wouldn't accept the building without having the roof replaced I misspoke. (Maybe it's in the recording.) The primary concern is, as to whether it will be a waiver free building or not. If that can somehow be accomplished without replacing the roof we (and you, I'm sure) would be delighted. However if the building is available only with the burden and uncertainty which comes with being waivered and at the mercy of CMS that is certainly well less than acceptable. I'm hoping that the building authority can provide the DHHS board a viable rationale as to how they would propose that by accepting a waivered building a guarantee of security, health, safety and welfare can be provided to our residents.
I appreciate your time. And believe me when I say. We are 100% on the same side.
Thanks
Thomas Hart
Message -----
From: Kathleen Dube <kdube@benziemaples.org>
To: Tom Hart <tomseemail@yahoo.com>; Jean Bowers <roycraftwatercolor@att.net>; Darleen Hoffert <johndarl@mail.gvsu.edu>
Sent: Friday, July 29, 2016 11:11 AM
Subject: Fwd: DHHS Board Refusal to Accept the New Maples Facility

Kathy D.

Sent from my iPhone

Begin forwarded message:

From: "Laura J. Derusha" <ljderusha@krlawtc.com>
Date: July 29, 2016 at 8:32:52 AM CDT
To: "kdube@benziemaples.org" <kdube@benziemaples.org>
Cc: Ed Roy <eroy@krlawtc.com>, "Girard, Steven K." <SGirard@ClarkHill.com>
Subject: DHHS Board Refusal to Accept the New Maples Facility

This email is sent on behalf of Edgar Roy III:

Kathy,

Chairperson Tom Hart(?) publicly stated that the Board may not accept the Maples Facility without having the roof replaced – that was an "open issue".

The BA has asked for the DHHS Board/its legal counsel to investigate and provide an opinion letter as to the bases upon which the DHHS Board believes it can refuse to accept the facility once the occupancy permit is issued.

The BA's next regularly scheduled meeting is August 24 and, therefore, it would be appreciated if the DHHS Board/its legal counsel provide an opinion letter as to any legal bases upon which the Board could refuse to accept the facility once the occupancy permit is issued.

The BA looks forward to a candid and complete response so that all issues can be timely and publicly addressed and avoid any unnecessary delays.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
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Laura J. Derusha

From: Laura J. Derusha
Sent: Tuesday, August 16, 2016 12:45 PM
To: Christine M. Patterson
Subject: FW: ERIII ltr to Dube/Hart re Follow up request to my 7/29/16 emails on open issues
Attachments: emails re maples.pdf

From: Laura J. Derusha
Sent: Wednesday, August 10, 2016 9:29 AM
To: 'kdube@benziemaples.org' <kdube@benziemaples.org>; 'tomseemail@yahoo.com' <tomseemail@yahoo.com>
Cc: Ed Roy <eroy@krlawtc.com>; Girard, Steven K. <SGirard@ClarkHill.com>
Subject: ERIII ltr to Dube/Hart re Follow up request to my 7/29/16 emails on open issues

This email is sent on behalf of Edgar Roy III:

Kathy and Tom,

I am resending copies of three emails to you from July 29 addressing the need for information/documentation on the Maples' damage claim, the C&M proposal and any potential open insurance issues; and, probably most importantly, the DHHS legal position with regard to whether it has any ability to claim that it is not obligated to accept the building upon the issuance of an occupancy permit/potential CMS waiver.

On the last issue, it is my understanding that comments were presented to the BOC at its recent meeting indicating that the DHHS Board may take the position that it will not accept the building.

The next BA regularly scheduled meeting is two weeks out and, therefore, it will be appreciated if the DHHS Board/its legal counsel provide responses to these three issues within the next week.

The BA will be in a better position to address issues if the DHHS Board extends the normal courtesy of providing advance notice/rationale – especially on the issue of whether or not there is a legal basis the DHHS Board intends to rely to refuse acceptance of the building.

Thank you in advance for your anticipated cooperation and I am providing Mr. Girard with a copy of this email so he is aware of the ongoing need to timely address these issues.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

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Per Kathy Dube's out of office message, I am forwarding the email to you.

Thank you.

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Cc: Ed Roy <eroy@krlawtc.com>
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Thank you and the Board in advance for their anticipated cooperation/response.

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KUHN ROGERS PLC

Ed Roy

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Cc: Ed Roy; dstier@benziemaples.org
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Ed Roy

From: Ed Roy
Sent: Friday, July 29, 2016 2:32 PM
To: thomas hart
Cc: Laura J. Derusha
Subject: Re: DHHS Board Refusal to Accept the New Maples Facility

Tom
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But still asking for a legal opinion that states the BA is legally obligated to do more than provide the occupancy permit- whether it comes with or without a CMS waiver(preferably acknowledgement that building does Not require Any waiver).
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Also I'm asking my assistant to forward this email to Kathy D
The BA members and Dawn and Michelle. ED

Sent from my iPhone

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From: Kathleen Dube <kdube@benziemaples.org>
To: Tom Hart <tomseemail@yahoo.com>; Jean Bowers <roycraftwatercolor@att.net>; Darleen Hoffert <johndarl@mail.gvsu.edu>
Sent: Friday, July 29, 2016 11:11 AM
Subject: Fwd: DHHS Board Refusal to Accept the New Maples Facility

Kathy D.

Sent from my iPhone

Begin forwarded message:

From: "Laura J. Derusha" <ljderusha@krlawtc.com>
Date: July 29, 2016 at 8:32:52 AM CDT
To: "kdube@benziemaples.org" <kdube@benziemaples.org>
Cc: Ed Roy <eroy@krlawtc.com>, "Girard, Steven K." <SGirard@ClarkHill.com>
Subject: DHHS Board Refusal to Accept the New Maples Facility

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Laura J. Derusha

From:	Laura J. Derusha
Sent:	Tuesday, November 01, 2016 8:28 AM
To:	'kdube@benziemaples.org'
Cc:	Ed Roy
Subject:	ERIII/K.Dube: License/Occupancy Permit - Ongoing Request for Back-up Documentation

This email is sent on behalf of Edgar Roy III:

Kathy,

Possibly by the time you receive this email you will have already received the State's License/Occupancy Permit. In any event, would you be so kind as to email me a copy of the permit once received as it impacts issues the BA is pursuing in mediation.

From time to time over the last 6 – 9 months I have attempted to obtain Maples' support for any damage claim. Memory serving, I continue to await "back-up" documentation for the categories/items which have been provided to me representing the Maples' "damages". If you could please review your historical emails and confirm whether what has been provided is all that will be provided as part of the mediation process or let me know the Maples intends to provide the back-up documentation to support the Maples' damage claim.

Again, I am gathering this information/documentation in order to evaluate same with regard to pursuing recovery of damages but there is no guaranty that the BA will be successful.

Let me know. Thank you.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
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Laura J. Derusha

From: Laura J. Derusha
Sent: Tuesday, May 23, 2017 1:15 PM
To: 'mdeisch@benzieco.net'
Cc: Ed Roy
Subject: ERIII/Deisch: Maples Damage Summary/Dave Burley Updated Chart

This email is sent on behalf of Edgar Roy III:

Mitch,

The scheduled mediation is two weeks from today. I am awaiting both Steve Girard and Dave Burley's work product. If I do not receive their work product by noon on Tuesday, May 30, it is unlikely I will be able to use any of that information/documentation and analysis. Thank you for your follow through with them.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

KUHN ROGERS PLC

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Ed Roy

From: Laura J. Derusha
Sent: Tuesday, March 21, 2017 2:35 PM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Ongoing Request
Attachments: maples losses-damages.docx

This email is sent on behalf of Edgar Roy III:

Steve,

I am attaching a description of the claims the BA has initially submitted to ELA. Please refer to my prior request for you to supply the information, analysis and documentation for pursuing possible claims/recovery of damages against ELA.

I look forward to hearing from you after the DHHS 3/28/17 Board meeting.

Thank you in advance for your expected cooperation.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@kdawtc.com

KUHN ROGERS PLC

BEST LAW FIRMS U.S.NEWS 2017

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B. Maples' Facility Losses/Damages:

The intended target date for opening the facility was April 1, 2015. Based upon the delay in CMS providing written confirmation that the roof will not have to be replaced, the earliest date the facility would appear to be able to be occupied is April 1, 2017. Accordingly, there has been an overall 24 month delay in occupying the facility which has caused increased facility expenses/losses; and revenue losses for this time period. The projected loss of certified public expenditure reimbursement is $ TBD ; and the incremental expenses incurred by the facility for this 24 month period are approximately $TBD ; and the incremental expenses incurred as a result of lapse of warranties on mechanical items, EPS and _____ are approximately $ TBD . (Figures to be supplied once received from the DHHS Board/Maples Facility.

*This initial submission will be revised/supplemented in advance of the June 2017 mediation based upon information and documents received between now and the mediation date.

H:\ljderusha\Laura\Benzie County\Bldg Auth\maples losses-damages.docx

Ed Roy

From: Girard, Steven K. <SGirard@ClarkHill.com>
Sent: Tuesday, March 14, 2017 9:10 AM
To: Laura J. Derusha
Cc: Ed Roy
Subject: RE: ERIII/Girard: Upcoming Mediation - Potential DHHS Damage Claims

Mr. Roy,

I am in receipt of your e-mail. I will forward your request to my client for direction. Be aware the next regular Board meeting at which I could seek direction from the Board is March 28. Please also be aware that Kathy Dube just left for a two week vacation and has limited access to voice and email. Can you please advise as to the date of the mediation? Thank you.

Steven K Girard

CLARK HILL PLC
616.608.1148 (Direct) | 616.608.1193 (Fax) | 616.446.8820 (Cell)

From: Laura J. Derusha [mailto:ljderusha@krlawtc.com]
Sent: Tuesday, March 14, 2017 8:13 AM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Upcoming Mediation - Potential DHHS Damage Claims

This email is sent on behalf of Edgar Roy III:

Mr. Girard,

I have had previous communications with you and Kathy Dube concerning the potential for possibly recovering damages DHHS Board claims/may claim arise out of the defective roof.

From time to time Kathy/Karen have provided information/documentation. However, I wanted to make sure you were the one to supply me with the requisite information/documents and analysis.

Accordingly, if the DHHS Board believes that there is a legal basis to recover and a legal basis for DHHS damages arising out of the defective roof, within the next ten days would you please supply the requisite legal analysis, both with regard to potential claims and damages; and supply the requisite back-up documentation which would meet the requisite foundational requirements for introducing the documentation as evidence in any mediation, arbitration or litigation.

I would appreciate the DHHS Board communicating directly with you and not directly with me. The BA is depending upon you to formulate the formal response and produce the requisite documents.

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

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC

Ed Roy

From: Tom Longanbach <TLonganbach@benzieco.net>
Sent: Thursday, March 30, 2017 9:01 AM
To: Ed Roy
Subject: mediation

Mitch thinks an extended warranty should be on the list of claims against ELA.

Thomas N. Longanbach
Equalization Director
Benzie County
448 Court Place
Beulah, MI 49617
Ph. (231) 882-0015
Fax (231) 882-0033

Ed Roy

From: Ed Roy
Sent: Thursday, March 30, 2017 5:28 PM
To: Tom Longanbach
Subject: Re: mediation

Hope he can provide you more detail on how that claim is phrased and the precise request(language) for the remedy - the concept needs to be fleshed out to be of any potential help to the BA. ED

Sent from my iPhone

On Mar 30, 2017, at 6:01 AM, "Tom Longanbach" <TLonganbach@benzieco.net> wrote:

> Mitch thinks an extended warranty should be on the list of claims against ELA.

Thomas N. Longanbach
Equalization Director
Benzie County
448 Court Place
Beulah, MI 49617
Ph. (231) 882-0015
Fax (231) 882-0033

Ed Roy

From: Laura J. Derusha
Sent: Monday, April 3, 2017 11:18 AM
To: Girard, Steven K.
Cc: Ed Roy
Subject: ERIII/Girard: Ongoing request for claims/damage analysis and back-up documentation

This email is sent on behalf of Edgar Roy III:

Steve,

The file came up on my diary for status review and I am following up with you concerning my email of March 21. Please let me know if you/the DHHS Board will be supplying the requested information/documentation. I would like to try to move all of this along in an orderly fashion and believe that to the extent that the DHHS Board has claims it would like for the BA to evaluate, that information and analysis can be supplied very soon.

Thank you.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
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Ed Roy

From: Laura J. Derusha
Sent: Monday, April 3, 2017 11:28 AM
To: mdeisch@benzieco.net
Cc: Ed Roy
Subject: ERIII/Deisch: Your suggestion concerning extended warranties??

This email is sent on behalf of Edgar Roy III:

Mitch,

I believe you have mentioned to both Tom Longanbach and myself the possibility of seeking an additional remedy from ELA; specifically, extended warranties. So that I might evaluate this item, please provide additional detail as to what you believe to be the basis of the claim(s) and each warranty item/warranty you would like to see extended from whatever the initial date is to the projected extended date.

Thank you in advance for your follow up.

Sincerely,

EDGAR ROY III
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Ed Roy

From: Laura J. Derusha
Sent: Monday, April 3, 2017 1:01 PM
To: Ed Roy
Subject: FW: ERIII/Deisch: Your suggestion concerning extended warranties??

From: Mitch Deisch [mailto:MDeisch@benzieco.net]
Sent: Monday, April 03, 2017 12:31 PM
To: Laura J. Derusha <ljderusha@krlawtc.com>
Cc: Tom Longanbach <TLonganbach@benzieco.net>; Coury Carland <CCarland@benzieco.net>
Subject: RE: ERIII/Deisch: Your suggestion concerning extended warranties??

Ed,

My premises is very basic. Both ELA and Comstock have exposure and both of them want to get as far away from Benzie County as possible. Based upon this concept, I believe there an opportunity to leverage/extract more than simply cash for the incident regarding the roof.

It is with this in mind that I suggested to both Tom and you that during mediation this may be a way to get some extra protection that the DHHS, Taxpayers for the Maples and other Citizens have demanded for the Maples.

Bottom line you are only going to get so much money from either ELA or Comstock and from what we are hearing that none of these funds will be earmarked for any future roof related issues (which I feel may be a mistake absent further discussion). Obtaining extended warranties for equipment that was placed in the maples over two years ago and has already run out before ever being used, could go a long way in soothing the raw nerves associated with this project.

You negotiate for a living. I have negotiated for a living. Both of us during our career have used a situation to our advantage. That is what I am asking for here.

Call if you have any questions.

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

From: Laura J. Derusha [mailto:ljderusha@krlawtc.com]
Sent: Monday, April 03, 2017 11:28 AM
To: Mitch Deisch <MDeisch@benzieco.net>
Cc: Ed Roy <eroy@krlawtc.com>
Subject: ERIII/Deisch: Your suggestion concerning extended warranties??

This email is sent on behalf of Edgar Roy III:

Mitch,

I believe you have mentioned to both Tom Longanbach and myself the possibility of seeking an additional remedy from ELA; specifically, extended warranties. So that I might evaluate this item, please provide additional detail as to what you believe to be the basis of the claim(s) and each warranty item/warranty you would like to see extended from whatever the initial date is to the projected extended date.

Thank you in advance for your follow up.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

KUHN ROGERS PLC

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Ed Roy

From: Mitch Deisch <MDeisch@benzieco.net>
Sent: Friday, April 14, 2017 8:34 AM
To: Ed Roy
Cc: Tom Longanbach; 'Marcia Stobie'
Subject: FW: Maples Equipment Inventory.xls
Attachments: Maples Equipment Inventory.xls

Good Morning Ed,

Please see the attached spread sheet complied by Dave Burley. He was not able to complete the section that identified the date the equipment was installed, but is going to ask Tom Comstock to assist with gathering this information.

Please let me know if there is anything else that I can assist with. Have a great weekend.

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

From: Dave Burley [mailto:daveb@benziemaples.org]
Sent: Thursday, April 13, 2017 2:48 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Subject: Maples Equipment Inventory.xls

Per our telephone conversation, I'm forwarding this equipment listing to you. I will touch base with Comstock when I meet with them this afternoon.

Dave

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

MAPLES NUMBER	TYPE OF EQUIPMENT	COMPANY	MANUFACTURER	MODEL NUMBER	SERIAL NUMBER	PURCHASE DATE	DESCRIPTION
	Diesel Generator Unit	Kohler	Kohler Power Systems	500REOZJ	GM76157-GA2		
	Generator for Unit	Kohler	Kohler Power Systems	5M4024BF	MX-204113-1213		
	Commercial Rooftop Unit #1	DAIKIN	Dainkin McQuay	RPS085DLAS53	FBOU140101674		
	Commercial Rooftop Unit #2	DAIKIN	Dainkin McQuay	RPS080DSAS53	FBOU140101760		
	Boiler (Master)	Fulton	The Fulton Co.	EDR-2000	116-773		
	Boiler (Slave)	Fulton	The Fulton Co.	EDR-2000	116-760		
	Water Heater #1	Bradford White	Bradford White Corp.	EF100T399E3NA2	LE34444929		
	Water Heater #2	Bradford White	Bradford White Corp.	EF100T399E3NA2	LE34444931		
	Water Heater #3	Bradford White	Bradford White Corp.	EF100T399E3NA2	LE34444930		
	Heating Pump Drive Control Pump #1	ABB Drive	ABB, Inc.	ACH550	2142802476		
	Heating Pump Drive Control Pump #2	ABB Drive	ABB, Inc.	ACH550	2142802460		
	Heating Distribution Pump #1	Armstrong	Armsrong Fluid Technology	R00718OT3E213JP	184912-7-B		
	Heating Distribution Pump #2	Armstrong	Armsrong Fluid Technology	R00718OT3E213JP	184912-7-A		
	Heating Expansion Tank #1	Armstrong	Armsrong Fluid Technology	A1400-L	753034		
	Domestic Hot Water Expansion Tank #2	Amtrol	Amtrol, Inc.	290111	14-3015		
	Air Compressor	Husky	Husky	C302H	1315101S0050462		
	Mechanical Room Heater	Sterling	Mestek, Inc.	HS-084	E1401302762001001		

File: Maples Equipment Inventory.xls.
Tab: New Facility Equipment

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

	Mechanical Room Exhaust Fan	Loren	Loren Cook Co.	120SP150	205SF201-53010005601		
	Elevator #1 Hydraulic Machine	Otis Elevator	Otis Elevator Co.	ADA 20390 AF	U 03 7554598-0006 M 0006		State License 57392
	Elevator #2 Hydraulic Machine	Otis Elevator	Otis Elevator Co.	ADA 20390 AF	U 05 7559762-0004 M 0007		State License 57408
	Roof Exhaust Fan Unit #1	Cook	Loren Cook Co.	135ACE 135C3B	205SF20158-01/0002702		
	Roof Exhaust Fan Unit #2	Cook	Loren Cook Co.	100ACE 100C3B	205SF20158-01/0001702		
	Roof Exhaust Fan Unit #3	Cook	Loren Cook Co.	100ACE 100C3B	205SF20158-01/0006601		
	Roof Exhaust Fan Unit #4	Cook	Loren Cook Co.	135ACE 135C3B	205SF20158-01/0000701		
	Roof Exhaust Fan Unit #5	Cook	Loren Cook Co.	225ACE 225C6B	205SF20158-01/0003701		
	Roof Exhaust Fan Unit #6	Cook	Loren Cook Co.	245ACE 245C6B	205SF20158-01/0004701		
	Roof Exhaust Fan Unit #7	Cook	Loren Cook Co.	135ACE 135C3B	205SF20158-01/0007601		
	Roof Exhaust Fan Unit #8	Cook	Loren Cook Co.	100ACE 100C3B	205SF20158-01/0001701		
	Roof Exhaust Fan Unit #9	Cook	Loren Cook Co.	135ACE 135C3B	205SF20158-01/0002701		
	Commercial Washer	Whirlpool	Whirlpool Corp.	CAE2793BQ0	C44430050		
	Commercial Washer	Whirlpool	Whirlpool Corp.	CEM2793BQ0	M44203861		
	Commercial Washer	Whirlpool	Whirlpool Corp.	CAE2793BQ0	C44430030		
	Commercial Washer	Whirlpool	Whirlpool Corp.	CAE2793BQ0	M44203871		
	Commercial Dryer	Whirlpool	Whirlpool Corp.	CEM2793BQ0	M44203870		
	Commercial Dryer	Whirlpool	Whirlpool Corp.	CEM2793BQ0	C44430054		

File: Maples Equipment Inventory.xls.
Tab: New Facility Equipment

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

	Commercial Dryer	Whirlpool	Whirlpool Corp.	CEM2793BQ0	M44203876		
	Commercial Dryer	Whirlpool	Whirlpool Corp.	CEM2793BQ0	C44430013		
	Commercial Dishwasher	Hobart	Hobart Corp.	LXEH	231159811		
	Commercial Dishwasher	Hobart	Hobart Corp.	LXEH	231159808		
	Commercial Dishwasher	Hobart	Hobart Corp.	LXEH	231159809		
	Commercial Dishwasher	Hobart	Hobart Corp.	LXEH	231159810		
	Ice Machine Cuber	Scotsman	Scotsman, Inc.	CU1526SW-1A	14111320010200		
	Ice Machine Cuber	Scotsman	Scotsman, Inc.	CU1526SW-1A	14111320010108		
	Ice Machine Cuber	Scotsman	Scotsman, Inc.	CU1526SW-1A	14111320010201		
	Ice Machine Cuber	Scotsman	Scotsman, Inc.	CU1526SW-1A	14111320010036		
	Refrigerator	Whirlpool	Whirlpool Corp.	WRF535SMBM00	K44121374		
	Refrigerator	Whirlpool	Whirlpool Corp.	WRF535SMBM00	K44121394		
	Refrigerator	Whirlpool	Whirlpool Corp.	WRF535SMBM00	K44121393		
	Refrigerator	Whirlpool	Whirlpool Corp.	WRF535SMBM00	K44121359		
	Microwave	Whirlpool	Whirlpool Corp.	WMH31017AS-2	TR44637666		
	Microwave	Whirlpool	Whirlpool Corp.	WMH31017AS-2	TR44637945		
	Microwave	Whirlpool	Whirlpool Corp.	WMH31017AS-2	TR44637664		
	Microwave	Whirlpool	Whirlpool Corp.	WMH31017AS-2	TR44639535		
	Electric Range	Whirlpool	Whirlpool Corp.	WFE510SOAS0	R44534758		
	Electric Range	Whirlpool	Whirlpool Corp.	WFE510SOAS0	R44534762		
	Electric Range	Whirlpool	Whirlpool Corp.	WFE510SOAS0	R44534748		
	Electric Range	Whirlpool	Whirlpool Corp.	WFE510SOAS0	R44534760		

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

	Range Hood	Giles	Giles Enterprises	GVH-F	71645 102014 17		
	Range Hood	Giles	Giles Enterprises	GVH-F	71645 102314 05		
	Range Hood	Giles	Giles Enterprises	GVH-F	71645 102014 16		
	Range Hood	Giles	Giles Enterprises	GVH-F	71645 102414 06		
	Roll Style Door Opener	Overhead Door	Overhead Door	OPRCDX5011FDR	14210511289		
	Roll Style Door Opener	Overhead Door	Overhead Door	OPRCDX5011FDR	14191511233		
	Roll Style Door Opener	Overhead Door	Overhead Door	OPRCDX5011FDR	14210511290		
	Roll Style Door Opener	Overhead Door	Overhead Door	OPRCDX5011FDR	14191511238		
	Whirlpool/Tub	Apollo	Apollo Corp.	210059	LLD-19086		
	Whirlpool/Tub	Apollo	Apollo Corp.	210059	LLD-19085		
	Whirlpool/Tub Hood	Wausaukee	Wausaukee Composites	P/N 410150	65-19-1S-0-800		
	Whirlpool/Tub Hood	Wausaukee	Wausaukee Composites	P/N 410150	64-20-15-C-10:00A		
	Adjustable Wash Sink (Hair)	Accessible Systems	Accessible Systems, LLC	K100	K100-11840		
	Adjustable Wash Sink (Hair)	Accessible Systems	Accessible Systems, LLC	K100	K100-11839		
	4.1 Cubic Ft Medication Refrigerator	Accucold	Summit Appliance	FF511L	B511L134 SUM14120229		
	4.1 Cubic Ft Medication Refrigerator	Accucold	Summit Appliance	FF511L	B511L134 SUM14100090		
	4.1 Cubic Ft Medication Refrigerator	Accucold	Summit Appliance	FF511L	C511L134 SUM14070087		
	4.1 Cubic Ft Medication Refrigerator	Accucold	Summit Appliance	FF511L	B511L134 SUM14120425		
	1.8 Cubic Ft Refrigerator	Summit	Felix Storch, Inc.	FFAR-2L	A140500340		
	1.8 Cubic Ft Refrigerator	Summit	Felix Storch, Inc.	FFAR-2L	A140600304		
	1.8 Cubic Ft Refrigerator	Summit	Felix Storch, Inc.	FFAR-2L	A140500072		
	1.8 Cubic Ft Refrigerator	Summit	Felix Storch, Inc.	FFAR-2L	A140600317		

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

	WarmRight Blanket Warmer	WarmRight	Enthermics Medical Systems	DC250	1474714		
	WarmRight Blanket Warmer	WarmRight	Enthermics Medical Systems	DC250	1642790-000		
	WarmRight Blanket Warmer	WarmRight	Enthermics Medical Systems	EC-340	892909-000		
	WarmRight Blanket Warmer	WarmRight	Enthermics Medical Systems	DC250	1642789-000		

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

WARRANTY
1 Y.r Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Y.r Parts/Labor
10 Yr. Thermal Schock 10 Yr. Pressure Vessel 1 Yr. Parts/Labor
10 Yr. Thermal Schock 10 Yr. Pressure Vessel 1 Yr. Parts/Labor
3 Y.r Tank 1 Yr. Parts/Labor
3 Y.r Tank 1 Yr. Parts/Labor
3 Yr. Tank 1 Yr. Parts/Labor
2 Yr. Parts/Labor
1 Yr. Parts/Labor

File: Maples Equipment Inventory.xls.
Tab: New Facility Equipment

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
90 Day Parts/Labor 2 Yr. Limited (Parts)
90 Day Parts/Labor 2 Yr. Limited (Parts)
90 Day Parts/Labor 2 Yr. Limited (Parts)
90 Day Parts/Labor 2 Yr. Limited (Parts)
90 Day Parts/Labor 2 Yr. Limited (Parts)
90 Day Parts/Labor 2 Yr. Limited (Parts)

File: Maples Equipment Inventory.xls.
Tab: New Facility Equipment

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

90 Day Parts/Labor 2 Yr. Limited (Parts)
90 Day Parts/Labor 2 Yr. Limited (Parts)
3 Yr Parts/Labor 5 Yr Evaporator Plate 5 Yr Motor Compressor/Condenser (Parts)
3 Yr Parts/Labor 5 Yr Evaporator Plate 5 Yr Motor Compressor/Condenser (Parts)
3 Yr Parts/Labor 5 Yr Evaporator Plate 5 Yr Motor Compressor/Condenser (Parts)
3 Yr Parts/Labor 5 Yr Evaporator Plate 5 Yr Motor Compressor/Condenser (Parts)
3 Yr. Parts/Labor
3 Yr. Parts/Labor
3 Yr. Parts/Labor
3 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
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1 Yr. Parts/Labor
1 Yr. Parts/Labor

File: Maples Equipment Inventory.xls.
Tab: New Facility Equipment

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

1 Yr. Limited Parts/Labor 5 Yr. Compressor (Parts)
1 Yr. Limited Parts/Labor 5 Yr. Compressor (Parts)
1 Yr. Limited Parts/Labor 5 Yr. Compressor (Parts)
1 Yr. Limited Parts/Labor 5 Yr. Compressor (Parts)

The Maples - B.C.M.C.F.
210 Maple Ave.
Frankfort, Michigan 49635

New Facility Equipment Listing

1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor
1 Yr. Parts/Labor

File: Maples Equipment Inventory.xls.
Tab: New Facility Equipment

Ed Roy

From: Laura J. Derusha
Sent: Tuesday, April 25, 2017 2:59 PM
To: mdeisch@benzieco.net
Cc: Ed Roy
Subject: ERIII/Deisch: Dave Burley work product of 4/13/17

This email is sent on behalf of Edgar Roy III:

Mitch,

Just following up with you concerning the new facility equipment listing you provided under email of 4/14/17? In his revisions to the chart could you please make sure that he carries the column headings onto the next and following pages through the end (e.g. "type of equipment", "company", "purchase date")?

So that the next draft is accurate and complete, I am especially interested in knowing the date of installation (rather than the purchase date) if the term of the warranty begins from the date of installation rather than from the "purchase date".

As I have mentioned to you and others in the past, by reaching out to DHHS representatives, there is no guaranty that any claims can be pursued on behalf of DHHS; but I am trying to assemble the most complete and accurate set of information/documentation.

To that end, I have reached out to Steve Girard on a number of occasions but have yet to receive a substantive reply – which reply I would like to evaluate well in advance of the currently scheduled June 6 mediation. Maybe you could follow up in that regard.

Thank you.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

KUHN ROGERS PLC

BEST LAW FIRMS U.S.News 2017

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Ed Roy

From: Ed Roy
Sent: Tuesday, May 16, 2017 9:04 AM
To: Mitchell Deisch (mdeisch@benzieco.net)
Subject: FW: ERIII/Girard: Ongoing Request
Attachments: maples losses-damages.docx

The 4th

Sincerely,

Edgar Roy III
Kuhn Rogers PLC
412 S Union Street
Traverse City MI 49684
231-947-7900
Direct 231-947-7901 x 107
Facsimile 231-941-5154
eroy@krlawtc.com

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From: Laura J. Derusha
Sent: Tuesday, May 16, 2017 8:32 AM
To: Ed Roy <eroy@krlawtc.com>
Subject: FW: ERIII/Girard: Ongoing Request

From: Laura J. Derusha
Sent: Tuesday, March 21, 2017 2:35 PM
To: Girard, Steven K. <SGirard@ClarkHill.com>
Cc: Ed Roy <eroy@krlawtc.com>
Subject: ERIII/Girard: Ongoing Request

This email is sent on behalf of Edgar Roy III:

key

Steve,

I am attaching a description of the claims the BA has initially submitted to ELA. Please refer to my prior request for you to supply the information, analysis and documentation for pursuing possible claims/recovery of damages against ELA.

I look forward to hearing from you after the DHHS 3/28/17 Board meeting.

Thank you in advance for your expected cooperation.

B. Maples' Facility Losses/Damages:

The intended target date for opening the facility was April 1, 2015. Based upon the delay in CMS providing written confirmation that the roof will not have to be replaced, the earliest date the facility would appear to be able to be occupied is April 1, 2017. Accordingly, there has been an overall 24 month delay in occupying the facility which has caused increased facility expenses/losses; and revenue losses for this time period. The projected loss of certified public expenditure reimbursement is $_TBD_; and the incremental expenses incurred by the facility for this 24 month period are approximately $TBD__; and the incremental expenses incurred as a result of lapse of warranties on mechanical items, EPS and _____ are approximately $_TBD_. (Figures to be supplied once received from the DHHS Board/Maples Facility.

*This initial submission will be revised/supplemented in advance of the June 2017 mediation based upon information and documents received between now and the mediation date.

H:\ljderusha\Laura\Benzie County\Bldg Auth\maples losses-damages.docx

Ed Roy

From: Laura J. Derusha
Sent: Tuesday, May 23, 2017 1:15 PM
To: mdeisch@benzieco.net
Cc: Ed Roy
Subject: ERIII/Deisch: Maples Damage Summary/Dave Burley Updated Chart

This email is sent on behalf of Edgar Roy III:

Mitch,

The scheduled mediation is two weeks from today. I am awaiting both Steve Girard and Dave Burley's work product. If I do not receive their work product by noon on Tuesday, May 30, it is unlikely I will be able to use any of that information/documentation and analysis. Thank you for your follow through with them.

Sincerely,

EDGAR ROY III
Kuhn Rogers PLC
412 South Union Street
Traverse City, MI 49684
(231) 947-7900 Reception
(231) 947-7901 Ext. 107 Direct Line
(231) 941-5154 Facsimile
eroy@krlawtc.com

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Mitch Deisch

From: Coury Carland
Sent: Monday, September 11, 2017 7:12 AM
To: Mitch Deisch
Subject: Fwd: Removal process
Attachments: 8-18-09 Letter re removal.pdf; ATT00001.htm; 9-15-09 minutes excerpt.pdf; ATT00002.htm; 9-21-09 Memo re removal.pdf; ATT00003.htm; 9-21-09 minutes excerpt.pdf; ATT00004.htm; 9-29-09 minutes excerpt.pdf; ATT00005.htm; 10-7-09 minutes excerpt.pdf; ATT00006.htm; 10-23-09 removal hearing minutes.pdf; ATT00007.htm

Please share with the full board.

Coury

Sent from my iPhone

Begin forwarded message:

From: Dick Figura <rfigura@figuralaw.com>
Date: September 10, 2017 at 9:52:00 AM EDT
To: Coury Carland <CCarland@benzieco.net>
Cc: Mitch Deisch <MDeisch@benzieco.net>, Timothy Figura <tfigura@figuralaw.com>, Traci <traci@figuralaw.com>
Subject: Removal process

Coury,

You have advised me that you believe a board member will bring a motion at Tuesday's board meeting to commence removal proceedings against two members of the Building Authority Commission. You have asked me to outline the procedures the board should follow in that instance

I believe everyone is aware that commission members can only be removed for cause. Article V, Section 10 of the Authority's Articles of Incorporation specifically states, "The Commission or any of its members may be removed from office for cause by an affirmative majority vote of the Board."

The question is what constitutes cause. Guidance is provided by MCL 46.11(n) which provides that an appointed officer of the County can be removed from office on any of the following bases:

1. the officer is incompetent to execute properly the duties of the office; or
2. the officer is guilty of official misconduct (if such misconduct is a sufficient cause for removal); or
3. the officer is guilty of habitual or willful neglect of duty (if such neglect is a sufficient cause for removal).

Further, a recent unreported decision of the Michigan Court of Appeals, addressed what constitutes cause for removal of a conservator in a probate matter. The Court said:

"In Black's Law Dictionary (10th ed), the term "good cause" simply is defined as "[a] legally sufficient reason." See also *People v Buie,* 491 Mich 294, 319; 817 NW2d 33 (2012) ("Good cause simply means a satisfactory, sound or valid reason . . . .") (quotation marks and citation omitted); In re *Utrera,* 281 Mich 1, 10-11; 761 NW2d 253 (2008) (holding that "good cause" means "a legally sufficient or substantial reason")."
In re Conservatorship of Mary Louise Montgomery, unpublished, Michigan Court of Appeals, No. 332507 (2017)

(It must be pointed out that unpublished opinions of the Michigan Court of Appeals are not legally binding precedent, but are frequently used by courts when the court adopts the logic used in the unpublished opinion.)

Before an appointed officer can be removed for cause, however, he or she must be served with a copy of the charges and then he or she must be given a "full opportunity" to be heard, either in person or by counsel.

The BOC should never, however, simply accept removal charges brought to it by any person or agency and begin the removal process. It is incumbent on the BOC to do due diligence which usually involves having the County's legal counsel review the charges and advise the BOC if the charges (assuming they are true) can constitute cause for removal.

This is the process that was used by the BOC the last time it was involved in a removal proceeding back in 2009. In that instance the BOC referred the charges brought against a member of the Airport Authority to legal counsel for review. The initial charges were found somewhat legally deficient, but then the deficiencies were corrected by legal counsel for the Airport Authority. The result was a shorter list citing three charges, or bases for removal.

To best describe the procedure followed by the BOC at that time, I have attached copies of correspondence and relevant excerpts from BOC meeting minutes relating to the removal process. I strongly recommend the BOC follow that same procedure if it chooses to pursue the removal of Building Authority Commission members.

Documents attached:

Correspondence from Attorney Figura to BOC dated August 18, 2009
Page 8 of BOC minutes from September 15, 2009 meeting
Memorandum from Attorney Figura to BOC dated September 21, 2009
Page 2 of BOC minutes from September 21, 2009 meeting
First page of BOC minutes from September 29, 2009 meeting
First page of BOC minutes from October 7, 2009 meeting
BOC minutes from October 23, 2009 meeting

As I indicated to you on Friday, I will be out of town from Sunday morning until Tuesday evening and will be unable to attend the BOC meeting to answer any questions you or the BOC members may have. Unfortunately, Tim is also unavailable on Tuesday.

I assume you will be sharing this message with the BOC board.

Dick Figura

RICHARD J. FIGURA, PC

Richard J. Figura, Esq.
Attorney, Mediator and Arbitrator
rfigura@figuralaw.com
Timothy J. Figura, Esq.
Attorney at Law (also admitted in Pennsylvania)
tfigura@figuralaw.com
11470 S. Leelanau Hwy, Ste. 105
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231-326-2072

Working for a better community through law

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

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PATRIC PARKER, P.C.

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MICHAEL J. GILDNER
COLIN M. LINSENMAN
WILLIAM E. DELZER

of counsel

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JOHN R. MOYNIHAN, P.L.C.

**LL.M. in Taxation

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5206 GATEWAY CENTRE
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TRAVERSE CITY AREA OFFICE

11470 S. LEELANAU HIGHWAY
SUITE 105
P.O. BOX 447
EMPIRE, MICHIGAN 49630
TELEPHONE (231) 326-2072
FACSIMILE (231) 326-2074

August 18, 2009

By Electronic Mail

Mr. Donald R. Tanner, Chairman
and Members of the
Benzie County Board of Commissioners
448 Court Place
Beulah, MI 49617

RE: Proposed Removal of FCCAA Member

Dear Chairman Tanner and Commissioners:

You have asked for my opinion and recommendation regarding the request from the Frankfort City-County Airport Authority (FCCAA) that the Board of Commissioners (BOC) remove Mr. Larry Morris from his position on the FCCAA as an appointee of Benzie County. This letter is in response to that request.

MCL 46.11(n) provides that an officer or agent appointed by the BOC may be removed from office "if, on charges and evidence, the board is satisfied that the officer or agent is guilty of official misconduct, or habitual or willful neglect of duty, and if the misconduct or neglect is a sufficient cause for removal."

Thus, there are two thresholds which must be met before an officer or agent can be removed from office. First, the officer or agent must be guilty of "official misconduct, or habitual or willful neglect of duty"; and, second, the misconduct or neglect must be "sufficient cause for removal."

MCL 46.11(n) also provides that, for removal to occur, charges of misconduct or neglect must be "preferred to the county board of commissioners or the chairperson of the county board of commissioners." Upon receipt of such charges, if the board wants to proceed, it must schedule a hearing on the charges and provide notice of the hearing and a copy of the written charges to the officer or agent. At the hearing, the officer or

agent must be given "a full opportunity . . . to be heard, either in person or by counsel."

The FCCAA has preferred charges to the BOC against one of its members, Mr. Larry Morris, who serves on the FCCAA board as an appointee of the BOC. Those preferred charge are set forth in a letter to the FCCAA dated July 27, 2009, from attorney Charles B. Judson, Esq. I have reviewed those charges and have discussed them with Mr. Judson. In my opinion, those charges, if true and absent a lawful defense thereto, are sufficient for the BOC to determine that the activities of Mr. Morris referred to therein rise to the status of official misconduct and are also for the BOC to find that the misconduct is sufficient for removal of Mr. Morris from office.

Based on the foregoing, if the BOC wishes to proceed with a removal proceeding, I recommend the BOC consider taking the following action:

1. Provide Mr. Morris with a copy of this letter as well as a copy of Mr. Judson's letter and ask if he will consider resigning from his position on the FCCAA, and give him a reasonable opportunity (perhaps 10 or 14 days) to consider doing so.

2. If Mr. Morris does not resign, schedule a removal hearing to be held in accordance with MCL 46.11(n). The hearing can be scheduled at any time the BOC wishes and does not have to be at a regularly scheduled meeting of the BOC. The format of the hearing should be developed in consultation with legal counsel and the procedure to be followed should be provided to Mr. Morris in advance of the hearing.

I trust this provides the advice requested. Please advise if I can be of any further assistance.

Sincerely,

SIMEN, FIGURA & PARKER, P.L.C.

Richard J. Figura

RJF/swh

4:05 p.m. Break
4:13 p.m. Reconvene

Mr. Figura talks about the procedure to follow for holding of a hearing on removal of Mr. Morris from the Airport Authority; Larry Morris: delivered three things to Dawn 1) a memo that talks about the procedures to be followed; 2) proposed letter which is recommend that you send to Mr. Morris; and 3) actual outline of the hearing itself. Authority for removal is MCL 46.11(n). Need to schedule a hearing on the issues at any time – scheduled on a regular meeting date or special date; suggest seven-day's notice to Mr. Morris with a copy of the written notice; he reviews the procedure for holding of the hearing. Board of Commissioners need to decide who will be in the closed session – if requested.
Thelma asks if the FOIA appeal against Mr. Morris will be a part of the hearing.
Mr. Figura states that Mr. Morris will decide if we go into closed session; this board will decide who will be in the closed session.
Chairman Tanner will call Bruce Harwood regarding October 7 or 8 in the afternoon, for possible hearing date.

Shauna Fite asks if the John Amrheim information is available to the public; are the meeting dates for these meetings; call the County Clerk's office for confirmation of dates.

4:47 p.m. Motion by Pitcher, seconded by Walterhouse, to enter closed session to discuss trial strategies and settlement options in connection with the matter of Cole vs Benzie County and Parks and Recreation, holding this discussion in open session would have an adverse effect on the county. Roll call. Motion carried. Ayes: Damm, Hollenbeck, Kelley, Pitcher, Roper, Tanner and Walterhouse Nays: None

5:27 p.m. Re-enter Open Session
Motion by Walterhouse, seconded by Kelley, that the negotiating team regarding the Cole vs Benzie County case for the Board of Commissioners will be Don Tanner, Mary Pitcher and Mark Roper for the October 29, 2009 mediation. Motion carried. Ayes: Damm, Hollenbeck, Kelley, Pitcher, Roper, Tanner and Walterhouse Nays: None

Comm Pitcher excused.

Motion by Walterhouse, seconded by Roper, to authorize financing with Central State Bank for two Chevy police vehicles after October 1, 2010, as presented. Roll call. Motion carried. Ayes: Damm, Hollenbeck, Kelley, Roper, Tanner and Walterhouse Nays: None Exc: Pitcher

Tom Longanbach, Equalization Director, requests approval with LIAA for web-mapping and contract with the State of Michigan for aerial photos.
Motion by Walterhouse, seconded by Hollenbeck, to enter into agreement with Land Information Access Association (LIAA) for web mapping for Equalization Department in the amount of $4,857.40, authorizing the chairman to sign. Roll call. Motion carried. Ayes: Damm, Hollenbeck, Kelley, Tanner and Walterhouse Nays: Roper Exc: Pitcher

MEMORANDUM

TO: Benzie County Board of Commissioners

FROM: Richard J. Figura

DATE: September 21, 2009

RE: Larry Morris Removal Hearing – Procedures

I have been asked by Chairman Tanner to provide guidance to the Board of Commissioners as to the procedures to follow in conducting a hearing for the removal of Larry Morris from the FCCAA Board. Below are the procedures I would recommend.

Procedure for Hearing On Request to Remove Larry Morris from the Frankfort City-County Airport Authority Board.

A. The authority for removal of Mr. Morris from the Frankfort City-County Airport Authority (FCCAA) Board. is found in MCL 46.11(n) which provides that a board of county commissioners (BOC) may:

> (n) . . . remove an officer or agent appointed by the board if, in the board's opinion, the officer or agent is incompetent to execute properly the duties of the office or if, on charges and evidence, the board is satisfied that the officer or agent is guilty of official misconduct, or habitual or willful neglect of duty, and if the misconduct or neglect is a sufficient cause for removal. However, an officer or agent shall not be removed for that misconduct or neglect unless charges of misconduct or neglect are preferred to the county board of commissioners or the chairperson of the county board of commissioners, notice of the hearing, with a copy of the charges, is delivered to the officer or agent, and a full opportunity is given the officer or agent to be heard, either in person or by counsel.

B. The BOC has received charges calling for Mr. Morris's removal from the FCCAA board, which charges were submitted through the FCCAA board's legal counsel. Those charges were reviewed by legal counsel for the BOC, and the BOC has been advised that if true and absent a lawful defense thereto, those charges are sufficient for the BOC to determine that the activities of Mr. Morris referred to therein rise to the status of official misconduct and they are also sufficient for the BOC to find that the misconduct should result in removal of Mr. Morris from office.

C. I have been advised that Mr. Morris has been given a copy of those charges and has been offered an opportunity to resign from his position on the FCCAA bard, but that he has not done so. Therefore, the next step for the BOC is

to schedule a hearing at which Mr. Morris may defend against the charges. After which the BOC may decide whether or not to remove Mr. Morris from his position.

D. If the BOC proceeds to conduct a hearing on the charges against Mr. Morris, I recommend that be done in the following manner:

1. Schedule a hearing on the charges. This can be done at any time the BOC desires and can be done at a special meeting called for that purpose or at a regular meeting of the BOC.

   The hearing should be scheduled sufficiently far in advance of the hearing so as to provide Mr. Morris with a reasonable opportunity to prepare for the hearing. There is no required time period specified, but I recommend that the hearing be scheduled to give Mr. Morris no less than 7 days notice. See no. 2, below.

2. Deliver a copy of the written charges to Mr. Morris the appointee at least 7 days before the scheduled hearing. A draft copy of a letter that can be used for this purpose is attached.

3. At the hearing, Mr. Morris should be afforded a full opportunity to respond to the charges made against him and may be represented by legal counsel. A draft of a suggested outline for the hearing is also attached.

4. Mr. Morris has the right under the Open Meetings Act to ask that the hearing be closed to the public, but he can rescind that request at any time. If he does that, the matter can only be discussed in an open session thereafter.

7. At the conclusion of the hearing, the BOC can vote to remove Mr. Morris, or decide to take no action and leave him on the airport authority board. That vote must be made at a meeting open to the public, even if the hearing was conducted in a closed session at Mr. Morris's request.

[Board of Commissioners Letterhead]

September _, 2009

Mr. Larry Morris
{address}

RE: Possible Removal from FCCAA Board

Dear Mr. Morris:

Enclosed herewith is a copy of a letter dated July 27, 2009 from attorney Charles B. Judson to Mr. Bruce Harwood, Chairman of the FCCAA Board which outlines the charges of misconduct in office against you. These charges have been forwarded to the Benzie Board of County Commissioners (BOC) with a request that the BOC remove you from your position on the FCCAA Board on the basis of those charges.

You have been provided with a copy of these charges previously and offered the opportunity to resign voluntarily from the board, but you have not done so. Accordingly, the BOC has developed a summary of those charges, a copy of which is also enclosed, and has scheduled a hearing on these charges for October _, 2009 at __ o'clock _.m. in the BOC meeting room at the Benzie Government Center.

You will have an opportunity at the hearing to show that the charges are untrue or, alternatively, that even if true they are not sufficient for removal from the FCCAA Board. You may represented by legal counsel at that hearing.

In addition, under the Michigan Open Meetings Act, you may request that the hearing be held in a session closed to the public. If you do so, you may change your mind at any time, at which point all proceedings must take place in a meeting open to the public. Even if the hearing is held in a closed session, any vote by the BOC to remove you from office or take any other action can only take place in an open session.

The procedures for that hearing are set forth in the outline which is also enclosed herewith.

Thank you for your attention to this matter.

Sincerely,

Donald R. Tanner
Chairman
Board of Commissioners

THE BENZIE COUNTY BOARD OF COMMISSIONERS
Special Meeting – Government Reorganization
October 7, 2009

The Benzie County Board of Commissioners met in a Special Meeting on Wednesday, October 7, 2009, at 1:00 p.m. in the Commissioners Room, Government Center, Beulah, Michigan.

Present were: Commissioners Hollenbeck, Pitcher, Roper, Tanner and Walterhouse
Absent: Kelley
Excused: Damm

The pledge of allegiance was given.

Agenda: Motion by Walterhouse, seconded by Hollenbeck, to approve the agenda as presented. Motion carried. Ayes: Hollenbeck, Pitcher, Roper, Tanner and Walterhouse Nays: None Abs: Kelley Exc: Damm

Chairman Tanner reviews: Issue is request of the Airport Authority to remove one of their members; he reviews the outline that will be followed; no witnesses will be called; Mr. Morris has a right to a closed session.
Mr. Morris requests rescheduling of this hearing; he feels he is not being allowed a reasonable time to have counsel present.

Motion by Hollenbeck, seconded by Pitcher, to postpone this hearing to allow Mr. Morris time to secure legal counsel for attendance to a date to be determined. Motion carried. Ayes: Hollenbeck, Pitcher, Roper, Tanner and Walterhouse Nays: None Abs: Kelley Exc: Damm

Mr. Morris has gone through the summary of the charges, he does not have all emails and will need them to answer them clearly; Mr. Morris will provide Mr. Figura with an address to mail them or email addressed to send them that way.

Motion by Hollenbeck, seconded by Pitcher to schedule the hearing for Friday, October 23, 2009 at 1:00 p.m. Motion carried. Ayes: Hollenbeck, Pitcher, Roper, Tanner and Walterhouse Nays: None Abs: Kelley Exc: Damm

Other Business:
Comm Walterhouse advises the public that there will not be opportunity for cross examination during that hearing; this is between Mr. Morris and the Board of Commissioners.

1:15 p.m. PUBLIC INPUT
Thelma Rider-Novak says Larry Morris knew on the meeting on September 15 when he refused to resign that this hearing would be held; another one of his tactics; the time of notification was ample, now why is that different.
Robert Lawback was one of instigated in paving of the FCCAA in 1968 and 69; Larry Morris is one of the most qualified on the current board; would be a loss to not have him.
1:17 p.m. Public Input Closed

24. Authorized to hire Fortress Security to set up a camera and TV in the Annex at a cost of $1,750.
25. Authorized Chairman Tanner to contact Mr. Figura to determine the process for a hearing regarding removal of Mr. Morris from the Airport Authority.
26. Appointed the following persons to the Planning Commission effective September 15, 2009: Kathy Ralston, Karen Roberts and Tim Schwerin to one-year terms; John Schlueter, Mike Moorman and Clint Brian to two-year terms; George Granlund, Katherine Ross and Margaret (Peg) Minster to three-year terms.
27. Appointed Don Tanner and Mary Pitcher as ex officio to the end of their term of office as a county commissioner, December 31, 2010.
28. Reappointed Virginia Griffith to the Board of Canvassers for a four year term, ending October 31, 2013.
29. Accepted the Parks & Recreation 5-year plan and send a letter of support to the State of Michigan regarding same.

THE BENZIE COUNTY BOARD OF COMMISSIONERS
Special Meeting – Government Reorganization
September 29, 2009

The Benzie County Board of Commissioners met in a Special Meeting on Tuesday, September 29, 2009, at 1:00 p.m. in the Commissioners Room, Government Center, Beulah, Michigan.

Present were: Commissioners Damm, Kelley, Pitcher, Roper, Tanner and Walterhouse
Absent: Exc: Hollenbeck

The pledge of allegiance was given with invocation by Commissioner Kelley.

Chairman Tanner stated that we will not cover the issues with the Maples; they are not ready to do the presentation.

Agenda: Motion by Roper, seconded by Damm, to amend the agenda to add Dick Figura, Linda Wilson, Union Contract, Craig Johnson, Health Ins information. Motion carried. Ayes: Damm, Kelley, Pitcher, Roper, Tanner and Walterhouse Nays: None Exc: Hollenbeck

Mr. Figura discusses Larry Morris removal hearing; Mr. Judson, attorney for the FCCAA and he would come if needed, but refers to have questions in writing and give them the opportunity to respond; contrary to what was said before, it is not a good idea to have Mr. Harwood; would recommend that you proceed without anyone else at the hearing – anyone can observe – unless Mr. Morris requests a closed session.
Charges: there are no charge before you regarding FOIA; provided a summary of the charges itemized 1, 2 and 3; schedule the hearing – at least 7 days notice; send him the letter; summary of charges; hold the hearing; read the charges; no witnesses; no cross-examination; opportunity for him to tell you why he shouldn't be removed; all you are required to do is hold the hearing.

Motion by Roper, seconded by Walterhouse, to hold the hearing on October 7 at 1:00 p.m. and authorize the chair to send letter, charges and hearing outline to Mr. Morris both first class and certified mail. Motion carried. Ayes: Damm, Kelley, Pitcher, Roper, Tanner and Walterhouse Nays: None Exc: Hollenbeck

Cole Lawsuit: need to have a survey of the path that is there; Parks & Rec commission support obtaining the survey; Road Commission engineer is willing to do the survey, but it will not be sealed; Nancy Roseman will call Mr. Figura and discuss it; no easement on the road commission property even though there shows one; Received an amended complaint regarding the Cole case; now asking for right of way across AARR to their access property.

Motion by Kelley, seconded by Pitcher, to authorize a survey, if needed, regarding the Cole lawsuit to survey of the path that is there without saying there is an easement, with funds taken from legal line item. Roll call. Motion carried. Ayes: Damm, Kelley, Pitcher, Roper, Tanner and Walterhouse Nays: None Exc: Hollenbeck

Veterans Preference Act: Decision from Prosecutor Daugherty determining that BOC acted correctly when terminating Mr. Clarke.

County Administrator's Report

Budget Motion for Administration

Motion by FW, seconded by CC, to authorize the County Administrator to make budget transfers between departments to balance the 2016-17 budget for all funds.

FINANCE REPORT

BILLS TO BE APPROVED September 12, 2017

Motion to approve Vouchers in the amount of:

$	131,841.43	General Fund (101)
$	18,822.08	Jail Fund (213)
$	28,412.96	Ambulance Fund & ALS (214)
$	18,868.64	Funds 105-238
$	2,767.57	ACO Fund (247)
$	-	Building (249)
$	21,515.10	Dispatch 911 Fund (261)
$	4,639.57	Funds 239-292
$	10,961.57	Funds 293-640
$	160,522.87	701 Fund
$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
$	398,351.79	

RECEIVED

SEP 11 2017

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

August 23, 2017 - September 12, 2017

DATE	FUND 101 GENERAL	FUND 213 JAIL	FUND 214 ALS	FUND 105-238	FUND 247 ACO	FUND 249 BUILDING	FUND 261 DISPATCH	FUND 239-292	FUND 293-690	FUND 701 TRUST/ AGENCY	FUND 702-771	TOTALS
8/24/2017	$ 78,466.48	$ 16,842.35	$ 19,806.19	$ 7,260.56	$ 3,812.23		$ 14,851.16	$ 557.48	$ 4,136.84	$ 6,230.65		$ 151,963.94
9/1/2017	$ 37,316.74	$ (944.29)	$ 6,255.85	$ 3,930.68	$ (1,044.66)		$ 1,428.94	$ 849.54	$ 5,432.53	$ 4,824.93		$ 58,050.26
9/7/2017	$ 16,058.21	$ 2,924.02	$ 2,350.92	$ 7,677.40			$ 5,235.00	$ 3,232.55	$ 3,322.87	$ 149,467.29		$ 190,268.26
9/1/2017									$ (1,930.67)			$ (1,930.67)
												$ -
												$ -
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												$ -
												$ -
Totals	**$ 131,841.43**	**$ 18,822.08**	**$ 28,412.96**	**$ 18,868.64**	**$ 2,767.57**	**$ -**	**$ 21,515.10**	**$ 4,639.57**	**$ 10,961.57**	**$ 160,522.87**	**$ -**	**$ 398,351.79**

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

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 101 BOARD OF COMMISSIONERS							
101-101-860.00	TRAVEL	ROELOFS, ROBERT	COUNTY COMMISSIONER MILEAGE AUGUST	08232017	08/24/17	134.93	61395
101-101-860.00	TRAVEL	VISA-MITCHELL DEISCH	MAC MACKINAW CONVENTION FOR ROGER	08162017	08/24/17	768.14	61405
101-101-860.00	TRAVEL	CARLAND, COURY	COUNTY COMMISSIONER MILEAGE & CELL	08292017	08/31/17	139.10	61423
101-101-860.00	TRAVEL	GRINER, ROGER	COUNTY COMMISSIONER MILEAGE	08252017	08/31/17	238.61	61440
101-101-860.00	TRAVEL	SAUER, GARY	COUNTY COMMISSIONER MILEAGE	08292017	08/31/17	317.25	61477
101-101-860.00	TRAVEL	WALTERHOUSE, FRANK	COUNTY COMMISSIONERS MILEAGE	08252017	08/31/17	66.34	61491
101-101-860.00	TRAVEL	WARSECKE, EVAN	COUNTY COMMISSIONER MILEAGE	08252017	08/31/17	17.66	61492
101-101-900.00	PRINTING & PUBLISHING	PIONEER GROUP	BOC/COMMITTEE/SPECIAL ELECTION NOT	43100200	08/24/17	165.60	61390
101-101-955.10	DUES & REGISTRATIONS	VISA-MITCHELL DEISCH	MAC MACKINAW CONVENTION FOR ROGER	08162017	08/24/17	(55.00)	61405
			Total For Dept 101 BOARD OF COMMISSIONERS			1,792.63	
Dept 131 CIRCUIT COURT							
101-131-727.00	OFFICE SUPPLIES	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JULY 2017	08/24/17	50.78	61378
101-131-730.00	POSTAGE	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JULY 2017	08/24/17	85.66	61378
101-131-805.00	COURT APPOINTED ATTORNEY	CICCHELLI, ANTHONY	REVIEW HEARING FOR 16-1979-NA	08212017	08/31/17	75.00	61426
101-131-816.00	SPECIAL JUDGE	HON. JAMES M. BATZER	VISITING JUDGE	08232017	08/31/17	967.76	61443
101-131-860.00	TRAVEL	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JULY 2017	08/24/17	130.97	61378
			Total For Dept 131 CIRCUIT COURT			1,310.17	
Dept 136 DISTRICT COURT							
101-136-702.07	SPECIAL JUDGE	BRUNNER, THOMAS N	ASSIGNED JUDGE FOR ALAN GRAY AND R	082217	08/24/17	34.78	61348
101-136-702.07	SPECIAL JUDGE	BRUNNER, THOMAS N	SPECIAL JUDGE FEES FOR A. GRAY & R	082817	08/31/17	35.10	61422
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	TONER, EASEL & TAPE	3415001 & 35470	08/31/17	162.74	61464
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	FILE LETTERS	957224481001	09/07/17	66.99	61543
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	MANILA FOLDERS	958656174001	09/07/17	21.59	61544
101-136-805.00	COURT APPOINTED ATTORNEY	GRAFF, JACOB	ATTY FEES FOR RAPHAEL	081717	08/24/17	250.00	61367
101-136-805.00	COURT APPOINTED ATTORNEY	HUFT, DAVID G. ATTY	ATTY FEES FOR BRAUKER	081717	08/24/17	250.00	61369
101-136-805.00	COURT APPOINTED ATTORNEY	WILLIAMS, JESSE	ATTY FEES FOR JAMIESON, WALTON & E	081717	08/24/17	750.00	61407
101-136-805.00	COURT APPOINTED ATTORNEY	GRAFF, JACOB	ATTY FEES FOR DRIVER	083017	08/31/17	250.00	61438
101-136-805.00	COURT APPOINTED ATTORNEY	HUFT, DAVID G. ATTY	ATTY FEES FOR SENA-RICHEY 17-154-S	090617	09/07/17	250.00	61522
101-136-806.00	SCREENING FEES	OPEN DOOR ASSESSMENTS	SCREENING FEES FOR HALLUMS	082817	08/31/17	75.00	61465
101-136-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	52.32	61402
			Total For Dept 136 DISTRICT COURT			2,198.52	
Dept 141 FRIEND OF THE COURT							
101-141-964.10	REIMBURSEMENT TO MANISTE	MANISTEE COUNTY FOC	FOC FOR JUNE 2017	JUNE 2017	08/31/17	18,182.80	61453
101-141-964.10	REIMBURSEMENT TO MANISTE	MANISTEE COUNTY FOC	BENZIE SHARE OF EXPENSES, REVENUES	JULY 2017	09/07/17	9,344.54	61533
			Total For Dept 141 FRIEND OF THE COURT			27,527.34	
Dept 142 JUVENILE DIVISION							
101-142-727.00	OFFICE SUPPLIES	PURE WATER WORKS	WATER COOLER AND WATER	300094	08/31/17	41.00	61472
101-142-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	POST IT NOTES	419004-0	09/07/17	10.19	61525
101-142-957.40	NON REIMBURSABLE EXPENSE	CAMERON CLARK	MILEAGE REIMBURSEMENT	SEPT 6, 2017	09/07/17	531.97	61507
101-142-962.00	JIS RELATED COSTS	MICHIGAN SUPREME COUR	JIS COSTS FAMILY DIV SHARE	AUGUST 31, 2017	08/31/17	1,652.74	61456
101-142-970.00	EQUIPMENT	ROBINSON, KELLIE	REIMBURSEMENTS	SEPTEMBER 6, 20	09/07/17	156.62	61549
			Total For Dept 142 JUVENILE DIVISION			2,392.52	
Dept 148 PROBATE COURT							
101-148-727.00	OFFICE SUPPLIES	OFFICE DEPOT	CD-R DISK	950609896001	08/24/17	12.32	61388
101-148-727.00	OFFICE SUPPLIES	THE EBCO COMPANY	FILE FOLDERS	017140	08/24/17	410.00	61399
101-148-727.00	OFFICE SUPPLIES	THE EBCO COMPANY	FREIGHT CHARGE	017140	08/31/17	53.50	61484
101-148-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	SEPT RENTAL	37-3162	09/07/17	9.00	61536
101-148-727.00	OFFICE SUPPLIES	NOWAK, KIM	REIMBURSEMENT	09/06/2017	09/07/17	392.71	61541

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 148 PROBATE COURT							
101-148-805.00	COURT APPOINTED ATTORNEY	CICCHELLI, ANTHONY	R RUSSO, MI	08/11/2017	08/31/17	212.50	61426
101-148-805.00	COURT APPOINTED ATTORNEY	HUFT, DAVID G. ATTY	A TIFF, PP	08/18/2017	08/31/17	75.00	61446
101-148-805.00	COURT APPOINTED ATTORNEY	JAMES A BIAS	R HART, MI	1828	08/31/17	213.80	61448
101-148-805.00	COURT APPOINTED ATTORNEY	LAW OFFICE OF HEATHER	L STEVENS, MI	09/01/2017	09/07/17	80.00	61530
101-148-962.00	JIS RELATED COSTS	STATE OF MICHIGAN	JULY - AUGUST- SEPT 2017	08/30/2017	08/31/17	832.59	61481
			Total For Dept 148 PROBATE COURT			2,291.42	
Dept 172 ADMINISTRATOR							
101-172-727.00	OFFICE SUPPLIES	VISA=MITCHELL DEISCH	3-RING BINDERS & DIVIDERS FOR ANNU	957794626-001	08/31/17	127.89	61488
101-172-727.00	OFFICE SUPPLIES	VISA=MITCHELL DEISCH	THERMAL LAMINATING POUCHES FOR BUI	5061775-695629	08/31/17	35.10	61488
101-172-860.00	TRAVEL	VISA=MITCHELL DEISCH	MAC MACKINAW CONVENTION FOR ROGER	08162017	08/24/17	1.10	61405
			Total For Dept 172 ADMINISTRATOR			164.09	
Dept 215 COUNTY CLERK							
101-215-807.00	JURY BOARD FEES	BOWERS, JEAN	JURY BOARD PER DIEM	8/28/2017	08/31/17	35.00	61420
101-215-807.00	JURY BOARD FEES	BOWERS, JEAN	JURY BOARD MILEAGE	8/28/2017	08/31/17	1.08	61420
101-215-807.00	JURY BOARD FEES	ELIZABETH SHRAKE	JURY BOARD PER DIEM	8/28/2017	08/31/17	35.00	61434
101-215-807.00	JURY BOARD FEES	ELIZABETH SHRAKE	JURY BOARD MILEAGE	8/28/2017	08/31/17	3.78	61434
101-215-807.00	JURY BOARD FEES	MICK, JANICE	JURY BOARD PER DIEM	8/28/2017	08/31/17	35.00	61457
101-215-807.00	JURY BOARD FEES	MICK, JANICE	JURY BOARD MILEAGE	8/28/2017	08/31/17	7.56	61457
101-215-961.00	TRAINING & SCHOOLS	VISA=DAWN OLNEY	MERS OF MICHIGAN	0025	08/24/17	175.00	61403
			Total For Dept 215 COUNTY CLERK			292.42	
Dept 257 EQUALIZATION DEPARTMENT							
101-257-955.10	DUES & REGISTRATIONS	MICAMP	MICAMP MEMBERSHIP RENEWAL - TOM	8/24/17	08/24/17	25.00	61380
			Total For Dept 257 EQUALIZATION DEPARTMENT			25.00	
Dept 261 MSU EXTENSION							
101-261-703.04	WAGES-PART TIME SECRETAR	MICHIGAN STATE UNIVER	DEBORAH LONGO WAGE & FRINGE	TOINV03 18	08/24/17	452.13	61382
101-261-730.00	POSTAGE	BENZIE COUNTY CLERK	POSTAGE AUGUST 2017	09012017	09/07/17	4.31	61501
			Total For Dept 261 MSU EXTENSION			456.44	
Dept 262 ELECTIONS							
101-262-721.00	PER DIEM	DYKSTRA, RONALD	BOARD OF CANVASSERS PER DIEM	8/9/2017	08/24/17	35.00	61360
101-262-721.00	PER DIEM	DYKSTRA, RONALD	BOARD OF CANVASSERS MILEAGE	8/9/2017	08/24/17	7.88	61360
101-262-721.00	PER DIEM	MICK, JANICE	BOARD OF CANVASSERS PER DIEM	8/9/2017	08/24/17	35.00	61383
101-262-721.00	PER DIEM	MICK, JANICE	BOARD OF CANVASSERS MILEAGE	8/9/2017	08/24/17	7.56	61383
101-262-721.00	PER DIEM	PURKIS, JANE	BOARD OF CANVASSERS PER DIEM	8/9/2017	08/24/17	35.00	61392
101-262-721.00	PER DIEM	PURKIS, JANE	BORAD OF CANVASSERS MILEAGE	8/9/2017	08/24/17	1.08	61392
101-262-905.00	PRINTING & PUBLISHING -	PIONEER GROUP	BOC/COMMITTEE/SPECIAL ELECTION NOT	43100200	08/24/17	444.00	61390
			Total For Dept 262 ELECTIONS			565.52	
Dept 265 BUILDING & GROUNDS							
101-265-750.00	MAINTENANCE SUPPLIES	G.T. PACKAGING & JANI	CLEANING SUPPLIES	0220674-IN	08/24/17	287.82	61365
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	UPS OVERNIGHT CHECK FOR SHELL GAS	141705	08/24/17	73.22	61387
101-265-750.00	MAINTENANCE SUPPLIES	BENZIE APPLIANCE & TV	CAT 5 COUPLER AND SPLITTER	10170873	09/07/17	15.98	61500
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	BOX OF SCREWS	141737	09/07/17	12.99	61542
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	PAINTING SUPPLIES	141899	09/07/17	19.97	61542
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	PICTURE HANGERS/DOOR STOPPERS	142042	09/07/17	14.46	61542
101-265-800.00	CONTRACTED SERVICES	NORTHERN FIRE & SAFET	INSPECTION ON FIRE ALARM SYSTEM	4253898	08/24/17	494.50	61385
101-265-821.00	GARBAGE DISPOSAL	AMERICAN WASTE	DUMPSTERS 1-8 YARD & 1-4 YARD	2110057	09/07/17	175.00	61499
101-265-850.00	TELEPHONE	ATT	PHONE BILL	2245787302	08/31/17	1,029.30	61415
101-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	91.67	61402

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Fund 101 GENERAL FUND							
Dept 265 BUILDING & GROUNDS							
101-265-853.00	CELLULAR PHONES	CARLAND, COURY	COUNTY COMMISSIONER MILEAGE & CELL	08292017	08/31/17	54.00	61423
101-265-923.00	FUEL - NATURAL GAS	DTE ENERGY	NATURAL GAS	9100 209 3120 0	08/24/17	111.97	61359
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	GARAGE ELECTRIC	1000 0586 8649	08/24/17	24.79	61354
101-265-930.00	EQUIPMENT REPAIR	NUGENT HARDWARE	FASTENERS	141016	08/31/17	4.49	61463
101-265-935.00	BUILDING REPAIRS	VISA=MITCHELL DEISCH	MAC MACKINAW CONVENTION FOR ROGER	08162017	08/24/17	(10.48)	61405
			Total For Dept 265 BUILDING & GROUNDS			2,399.68	
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY,	JULY 2017 PROFESSIONAL SERVICES RE	08092017	08/24/17	2,327.14	61352
101-266-810.00	LEGAL FEES	FIGURA, RICHARD	GENERAL MATTERS/COLE LITIGATION/QU	BC-35	08/24/17	1,687.50	61362
101-266-810.00	LEGAL FEES	MIKA MEYERS	MEDIATION	07192017	08/31/17	160.00	61459
			Total For Dept 266 LEGAL & CONTRACTED SERVICES			4,174.64	
Dept 267 PROSECUTING ATTORNEY							
101-267-727.00	OFFICE SUPPLIES	VISA=SARA SWANSON	PAAM CONF-SARA,RESERVATIONS,MEALS-	91017	08/31/17	182.03	61490
101-267-808.00	WITNESS FEES	LINDSAY RAKAN	WITNESS FEE & MILEAGE (14 MILES @	82817	08/31/17	7.40	61452
101-267-808.00	WITNESS FEES	VISA=SARA SWANSON	PAAM CONF-SARA,RESERVATIONS,MEALS-	91017	08/31/17	98.91	61490
101-267-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	39.39	61402
101-267-955.00	CONVENTIONS & MEETINGS	VISA=SARA SWANSON	PAAM CONF-SARA,RESERVATIONS,MEALS-	91017	08/31/17	330.00	61490
			Total For Dept 267 PROSECUTING ATTORNEY			657.73	
Dept 268 REGISTER OF DEEDS							
101-268-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	POST-ITS, ENVELOPES, LABELS	419011-0	09/07/17	130.53	61525
			Total For Dept 268 REGISTER OF DEEDS			130.53	
Dept 285 CENTRAL SERVICES							
101-285-940.20	EQUIPMENT LEASE	PITNEY BOWES	2 INK CARTRIDGES - POSTAGE METER	1005015446	08/31/17	124.34	61470
			Total For Dept 285 CENTRAL SERVICES			124.34	
Dept 286 TECHNOLOGY SUPPORT							
101-286-963.00	COMPUTER SUPPORT	WYANT COMPUTER SERVIC	MAINTENANCE AGREEMENTS	MS21762	09/07/17	2,725.00	61571
			Total For Dept 286 TECHNOLOGY SUPPORT			2,725.00	
Dept 301 SHERIFF							
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, I	BRAKES LABOR 13-1	011313	08/31/17	175.52	61441
101-301-749.00	VEHICLE REPAIRS	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	312.70	61566
101-301-800.00	CONTRACTED SERVICES	WYANT COMPUTER SERVIC	MAINTENANCE AGREEMENTS	MS21762	09/07/17	200.00	61571
101-301-850.00	TELEPHONE	CHARTER COMMUNICATION	INTERNET AUG '17	0010078081317	08/24/17	179.97	61351
101-301-850.00	TELEPHONE	TELNET WORLDWIDE	TELEPHONE AUG '17	111341	08/24/17	580.80	61398
101-301-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	221.68	61402
101-301-961.00	TRAINING & SCHOOLS	VISA=TROY LAMERSON	MAINT SUPP, TRAIN,EQUIP	6759	09/07/17	24.18	61567
101-301-980.00	VEHICLE EQUIPMENT	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	215.58	61566
			Total For Dept 301 SHERIFF			1,910.43	
Dept 305 MMOG MEDICAL MARIJUANA OP/OVERSIGHT GRNT							
101-305-970.00	EQUIPMENT	OPTICS PLANET INC	FLIR SCOUT III-640 THERMAL IMAGER	9903225	08/31/17	3,484.00	61466
			Total For Dept 305 MMOG MEDICAL MARIJUANA OP/OVE			3,484.00	
Dept 333 SECONDARY ROAD PATROL							
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	18.40	61339
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	25.46	61340
101-333-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	1,075.55	61345
101-333-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	120.61	61356
101-333-725.00	FRINGE BENEFITS	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	41.26	61377

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Fund 101 GENERAL FUND							
Dept 333 SECONDARY ROAD PATROL							
			Total For Dept 333 SECONDARY ROAD PATROL			1,281.28	
Dept 426 EMERGENCY MANAGEMENT							
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	18.40	61339
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	9.83	61340
101-426-725.00	FRINGE BENEFITS	BLUE CROSS BLUE SHIEL	PPO COVERAGE - SEPTEMBER 2017	007016437	08/24/17	551.43	61346
101-426-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	36.87	61356
101-426-725.00	FRINGE BENEFITS	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	41.89	61377
101-426-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	69.89	61402
101-426-860.00	TRAVEL	POST, FRANK	MILEAGE AND MEAL REIMBURSEMENT END	8-26-17	08/31/17	125.91	61471
101-426-961.00	TRAINING & SCHOOLS	VISA=FRANK POST	VISA FOR THE PERIOD 7-16-17 TO 8-1	ENDING 8-16-17	08/31/17	735.21	61487
101-426-961.00	TRAINING & SCHOOLS	JACKPINE BUSINESS CEN	BINDERS AND DIVIDERS	419441-0	09/07/17	51.43	61525
101-426-961.00	TRAINING & SCHOOLS	LORRAINE RICHMANN	REINBURSEMENT FOR MOULAGE MATERIAL	09052017	09/07/17	92.47	61532
101-426-967.00	PROJECT EXPENSES	FIGURA, RICHARD	GENERAL MATTERS/COLE LITIGATION/QU	BC-35	08/24/17	216.00	61362
101-426-970.00	EQUIPMENT	JACKPINE BUSINESS CEN	COMPUTER MONITORS	418883-0	08/31/17	679.96	61447
			Total For Dept 426 EMERGENCY MANAGEMENT			2,629.29	
Dept 648 MEDICAL EXAMINER							
101-648-835.00	LAB FEES	NMS LABS	FED TAX ID NO. 23-1731658 FORENSIC	1032582	08/31/17	563.00	61462
101-648-861.00	BURIAL TRANSITS	JOWETT FAMILY FUNERAL	CATHLEEN FINKEL	08172017	08/31/17	300.00	61449
101-648-959.00	FORENSIC AUTOPSIES	GOSLINOSKI, LOIS R. D	BNZ 17 - 011 AUTOPSY	08312017	09/07/17	1,200.00	61519
			Total For Dept 648 MEDICAL EXAMINER			2,063.00	
Dept 670 DHHS BOARD							
101-670-721.00	PER DIEM - DHS BOARD	ANN LOVELESS	DHHS PER DIEM	08172017	08/24/17	35.00	61342
			Total For Dept 670 DHHS BOARD			35.00	
Dept 728 INTERGOVERNMENTAL							
101-728-885.00	LIQUOR TAX - NO MI REG E	NORTHERN MICHIGAN REG	LIQUOR TAX FOR JULY 2017	080817	08/24/17	21,949.50	61386
			Total For Dept 728 INTERGOVERNMENTAL			21,949.50	
Dept 751 PARKS & RECREATION DEPARTMENT							
101-751-721.00	PER DIEM	BOURNE, ANNE	PARKS & RECREATION PER DIEM	08222017	08/31/17	35.00	61419
101-751-721.00	PER DIEM	BOURNE, ANNE	PARKS & RECREATION PER DIEM	08282017	08/31/17	35.00	61419
101-751-721.00	PER DIEM	DEMITROFF, CATHY	PARKS & RECREATION PER DIEM	08222017	08/31/17	35.00	61427
101-751-721.00	PER DIEM	DEMITROFF, CATHY	PARKS & RECREATION PER DIEM	08282017	08/31/17	35.00	61427
101-751-721.00	PER DIEM	EDWARD HOOGTERP	PARKS & RECREATION PER DIEM	08282017	08/31/17	35.00	61433
101-751-721.00	PER DIEM	EDWARD HOOGTERP	PARKS & RECREATION PER DIEM	08222017	08/31/17	35.00	61433
101-751-721.00	PER DIEM	MICK, TED	PARKS & RECREATION PER SIEM	08222017	08/31/17	35.00	61458
101-751-721.00	PER DIEM	PEACOCK, TAD	PARKS & RECREATION PER DIEM	08282017	08/31/17	35.00	61468
101-751-721.00	PER DIEM	PEARSALL-GROENWALD, M	PARKS & RECREATION PER DIEM	08282017	08/31/17	35.00	61469
101-751-721.00	PER DIEM	ROCH VON ROCHSBURG, W	PARKS & RECREATION PER DIEM	08282017	08/31/17	35.00	61476
101-751-721.00	PER DIEM	ROCH VON ROCHSBURG, W	PARKS & RECREATION PER DIEM	08222017	08/31/17	35.00	61476
101-751-804.00	RECORDING SERVICES	MCPHERSON, JEANNE KAY	PARKS & RECREATION RECORDING SECRE	08222017	08/31/17	75.00	61454
101-751-804.00	RECORDING SERVICES	MCPHERSON, JEANNE KAY	PARKS & RECREATION RECORDING FEES	08282017	08/31/17	75.00	61454
101-751-860.00	TRAVEL	BOURNE, ANNE	PARKS & RECREATION MILEAGE	082217	08/31/17	0.54	61419
101-751-860.00	TRAVEL	BOURNE, ANNE	PARKS & RECREATION MILEAGE	082817	08/31/17	0.54	61419
101-751-860.00	TRAVEL	DEMITROFF, CATHY	PARKS & RECREATION MILEAGE	082217	08/31/17	5.35	61427
101-751-860.00	TRAVEL	DEMITROFF, CATHY	PARKS & RECREATION MILEAGE	082817	08/31/17	5.35	61427
101-751-860.00	TRAVEL	EDWARD HOOGTERP	PARKS & RECREATION MILEAGE	082817	08/31/17	1.61	61433
101-751-860.00	TRAVEL	EDWARD HOOGTERP	PARKS & RECREATION MILEAGE	082217	08/31/17	1.61	61433
101-751-860.00	TRAVEL	MCPHERSON, JEANNE KAY	PARKS & RECREATION MILEAGE - RECOR	082217	08/31/17	4.28	61454
101-751-860.00	TRAVEL	MCPHERSON, JEANNE KAY	PARKS & RECREATION RECORDING SECRE	082817	08/31/17	4.28	61454

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Fund 101 GENERAL FUND							
Dept 751 PARKS & RECREATION DEPARTMENT							
101-751-860.00	TRAVEL	PEACOCK, TAD	PARKS & RECREATION MILEAGE	082817	08/31/17	2.14	61468
101-751-860.00	TRAVEL	PEARSALL-GROENWALD, M	PARKS & RECREATION MILEAGE	082817	08/31/17	8.03	61469
101-751-860.00	TRAVEL	ROCH VON ROCHSBURG, W	PARKS & RECREATION MILEAGE	082817	08/31/17	8.56	61476
101-751-860.00	TRAVEL	ROCH VON ROCHSBURG, W	PARKS & RECREATION MILEAGE	082217	08/31/17	8.56	61476
			Total For Dept 751 PARKS & RECREATION DEPARTMENT			585.85	
Dept 851 INSURANCE & BONDS							
101-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	218.39	61377
			Total For Dept 851 INSURANCE & BONDS			218.39	
Dept 852 MEDICAL INSURANCE							
101-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	807.51	61340
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	33,987.42	61345
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CROSS BLUE SHIEL	PPO COVERAGE - SEPTEMBER 2017	007016437	08/24/17	2,977.73	61346
101-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	3,626.74	61356
101-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	1,091.30	61377
101-852-725.02	MI CLAIMS TAX ASSESSMENT	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	26.32	61340
101-852-725.02	MI CLAIMS TAX ASSESSMENT	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	59.73	61356
101-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	913.10	61339
101-852-874.00	MEDICAL INSURANCE - RET	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	33.87	61340
101-852-874.00	MEDICAL INSURANCE - RET	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	145.06	61356
			Total For Dept 852 MEDICAL INSURANCE			43,668.78	
Dept 871 WORKERS COMPENSATION INSURANCE							
101-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	4,787.92	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			4,787.92	
			Total For Fund 101 GENERAL FUND			131,841.43	
Fund 205 TNT OFFICER MILLAGE FUND							
Dept 000							
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	22.90	61339
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	25.46	61340
205-000-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	1,075.55	61345
205-000-725.00	FRINGE BENEFITS	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	120.61	61356
205-000-725.00	FRINGE BENEFITS	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	38.03	61377
205-000-751.00	UNIFORMS	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	698.24	61566
205-000-853.00	CELLULAR PHONES-TNT	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	40.01	61402
205-000-961.00	TRAINING & SCHOOLS	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	462.38	61566
205-000-970.00	EQUIPMENT	VISA=DAN SMITH	TRNG MEALS,LODG,TOOLS,	6858	09/07/17	219.90	61565
205-000-970.00	EQUIPMENT	VISA=TROY LAMERSON	MAINT SUPP, TRAIN,EQUIP	6759	09/07/17	263.44	61567
			Total For Dept 000			2,966.52	
Dept 871 WORKERS COMPENSATION INSURANCE							
205-871-828.00	INSURANCE & BONDS	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	109.62	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			109.62	
			Total For Fund 205 TNT OFFICER MILLAGE FUND			3,076.14	
Fund 206 SHERIFF'S K-9 FUND							
Dept 000							
206-000-967.00	PROJECT EXPENSES	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	30.00	61566
			Total For Dept 000			30.00	

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Fund 206 SHERIFF'S K-9 FUND							
			Total For Fund 206 SHERIFF'S K-9 FUND			30.00	
Fund 213 JAIL OPERATIONS FUND							
Dept 265 BUILDING & GROUNDS							
213-265-751.00	UNIFORMS	VISA=DAN SMITH	TRNG MEALS,LODG,TOOLS,	6858	09/07/17	71.94	61565
213-265-751.00	UNIFORMS	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	67.83	61566
213-265-782.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	AUGUST '17	1444	08/31/17	83.62	61463
213-265-782.00	MAINTENANCE SUPPLIES	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	76.82	61566
213-265-782.00	MAINTENANCE SUPPLIES	VISA=TROY LAMERSON	MAINT SUPP, TRAIN,EQUIP	6759	09/07/17	24.00	61567
213-265-783.00	EQUIP. SERVICES & SUPPLI	HURST MECHANICAL	SEWAGE GRINDER REPAIR	S13421	08/24/17	185.05	61370
213-265-783.00	EQUIP. SERVICES & SUPPLI	QUILL CORPORATION	PAPER PROD, LINERS	8943975	08/24/17	206.92	61393
213-265-783.00	EQUIP. SERVICES & SUPPLI	HONOR BUILDING SUPPLY	1708-390427 POLE BARN DOOR	128805	08/31/17	265.20	61444
213-265-783.00	EQUIP. SERVICES & SUPPLI	QUILL CORPORATION	HAND SANITIZER	9208165	08/31/17	60.90	61473
213-265-783.00	EQUIP. SERVICES & SUPPLI	QUILL CORPORATION	PAPER TOWEL	9096384	08/31/17	85.00	61473
213-265-783.00	EQUIP. SERVICES & SUPPLI	QUILL CORPORATION	DIAL HAND SOAP	9124440	08/31/17	31.20	61473
213-265-783.00	EQUIP. SERVICES & SUPPLI	VISA=DAN SMITH	TRNG MEALS,LODG,TOOLS,	6858	09/07/17	334.97	61565
213-265-783.00	EQUIP. SERVICES & SUPPLI	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	332.07	61566
213-265-783.00	EQUIP. SERVICES & SUPPLI	VISA=TROY LAMERSON	MAINT SUPP, TRAIN,EQUIP	6759	09/07/17	315.55	61567
213-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	55.16	61402
			Total For Dept 265 BUILDING & GROUNDS			2,196.23	
Dept 351 JAIL - CORRECTIONS							
213-351-727.00	OFFICE SUPPLIES	DIGITAL DOLPHIN SUPPL	TONER - CONTROL	SIN081209	08/31/17	170.48	61429
213-351-727.00	OFFICE SUPPLIES	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	49.65	61566
213-351-752.10	DRY CLEANERS	VISA=DAN SMITH	TRNG MEALS,LODG,TOOLS,	6858	09/07/17	111.49	61565
213-351-818.00	FILING FEES	85TH DISTRICT COURT	FILING FEES TO COLLECT JAIL DEBT	LIST	08/24/17	1,325.00	61338
213-351-961.04	PRISONERS SCHOOLING	HEIMAN, BARBARA	INMATE SCHOOLING AUG '17	AUGUST '17	08/31/17	550.00	61442
213-351-963.00	COMPUTER EQUIPMENT	WYANT COMPUTER SERVIC	MAINTENANCE AGREEMENTS	MS21762	09/07/17	1,393.00	61571
213-351-980.01	BIO-HAZARDS EQUIPMENT	VISA=TED SCHENDEL	UNIFORM,EQUIP,MAINT,TRAIN TNT	6866	09/07/17	146.70	61566
			Total For Dept 351 JAIL - CORRECTIONS			3,746.32	
Dept 851 INSURANCE & BONDS							
213-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	73.20	61377
			Total For Dept 851 INSURANCE & BONDS			73.20	
Dept 852 MEDICAL INSURANCE							
213-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	260.17	61340
213-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	12,619.80	61345
213-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	1,326.32	61356
213-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	492.23	61377
213-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	298.50	61339
			Total For Dept 852 MEDICAL INSURANCE			14,997.02	
Dept 871 WORKERS COMPENSATION INSURANCE							
213-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	(2,190.69)	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			(2,190.69)	
			Total For Fund 213 JAIL OPERATIONS FUND			18,822.08	
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-850.00	TELEPHONE	DIRECT TV	TV AT STATION 2	32096722233	08/31/17	104.39	61430
214-265-850.00	TELEPHONE	CHARTER COMMUNICATION	CABLE AT 448 COURT PLACE	0010110082217	09/07/17	95.12	61509
214-265-850.00	TELEPHONE	CHARTER COMMUNICATION	PHONE CABE AND INTER NEST AT 225 P	0016011082217	09/07/17	221.95	61509
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9790937837	08/24/17	154.44	61402

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Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-853.00	CELLULAR PHONES	JOHNSON, CRAIG	CELL PHONE CASE	88151	09/07/17	49.00	61527
214-265-923.00	FUEL - PROPANE GAS	DTE ENERGY	NATURAL GAS AT 227 PINE	910020931077	08/31/17	41.35	61432
214-265-924.00	ELECTRIC	CONSUMERS ENERGY	ELECTRIC AT 225 PARK AVE	100013543556	08/24/17	142.19	61354
214-265-924.00	ELECTRIC	CONSUMERS ENERGY	ELECTRIC AT 227 PINE	100013543937	08/24/17	50.14	61354
214-265-935.00	BUILDING REPAIRS	KOORSEN FIRE AND SECU	EXTINGISHER INSPECTION	PINV014784	08/31/17	12.00	61451
214-265-935.00	BUILDING REPAIRS	MR. B'S ROOFING AND S	REPAIR, REPLACE BLOWN OFF SHINGLES	237	08/31/17	300.00	61461
214-265-970.00	EQUIPMENT & REPAIR	MOORE MECHANICAL	REPLACE WATER HEATER AT STATION 3	51919	08/31/17	908.00	61460
			Total For Dept 265 BUILDING & GROUNDS			2,078.58	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-721.00	PER DIEM	DAGNEAU-BATES, MARTHA	EMS ADVISORY PER DIEM	08222017	08/24/17	35.00	61355
214-655-721.00	PER DIEM	JOWETT, GAYLORD	EMS ADVISORY PER DIEM	08222017	08/24/17	35.00	61374
214-655-721.00	PER DIEM	MARKEY, TIM	EMS ADVISORY PER DIEM	08222017	08/24/17	35.00	61379
214-655-727.00	OFFICE SUPPLIES	TEAM FINANCIAL GROUP,	COPIER/PRINTER LEASE	153445	09/07/17	198.34	61560
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MONITOR PAPER, GLOVES, BVM	82585745	08/24/17	136.18	61347
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	ANTI STICK NEEDLE CONNECTOR, CONTR	82590438	08/31/17	198.78	61418
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	BANDAIDS	82589037	08/31/17	4.02	61418
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	BODY BAGS FOR MEDICAL EXAMINER	82593159	08/31/17	70.00	61418
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	NASAL CAPLINE, QUICK TRACH	82594589	08/31/17	352.04	61418
214-655-735.00	MEDICAL SUPPLIES	GLOVES BY WEB	CASE OF LARGE GLOVES	G3555	08/31/17	69.95	61436
214-655-735.00	MEDICAL SUPPLIES	NUGENT HARDWARE	SAFETY FLARES, 3 100' MEASURING TA	141414	08/31/17	71.13	61463
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	BODY BAGS, NEB MASKS	82602108	09/07/17	128.20	61506
214-655-735.00	MEDICAL SUPPLIES	MUNSON MEDICAL CENTER	IV MAINTENCE KITS	BCEMSA7312017	09/07/17	564.00	61538
214-655-735.00	MEDICAL SUPPLIES	S & W HEALTHCARE	ELECTRODES, DEFIB PADS	234131	09/07/17	219.31	61551
214-655-800.01	CONTRACTED SERVICES - BI	NORTH FLIGHT, INC.	NORTHFLIGHT BILLING AND COLLECTION	BEN0717	08/24/17	3,987.50	61384
214-655-860.00	TRAVEL	DAGNEAU-BATES, MARTHA	EMS ADVISORY MILEAGE	082217	08/24/17	18.51	61355
214-655-860.00	TRAVEL	MARKEY, TIM	EMS ADVISORY MILEAGE	082217	08/24/17	10.70	61379
214-655-961.00	TRAINING & SCHOOLS	CE SOLUTIONS	5 CEU HOURS X 35 PERSONNEL X $25.0	147017	09/07/17	875.00	61508
			Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)			7,008.66	
Dept 851 INSURANCE & BONDS							
214-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	63.44	61377
			Total For Dept 851 INSURANCE & BONDS			63.44	
Dept 852 MEDICAL INSURANCE							
214-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	274.73	61340
214-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	12,906.60	61345
214-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	1,321.48	61356
214-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	382.58	61377
214-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	252.70	61339
			Total For Dept 852 MEDICAL INSURANCE			15,138.09	
Dept 871 WORKERS COMPENSATION INSURANCE							
214-871-828.00	INSURANCE & BONDS	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	4,124.19	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			4,124.19	
			Total For Fund 214 EMERGENCY MEDICAL SERVICES (E			28,412.96	
Fund 216 SEASONAL ROAD PATROL FUND							
Dept 871 WORKERS COMPENSATION INSURANCE							
216-871-828.00	INSURANCE & BONDS	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	(332.47)	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			(332.47)	

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Fund 216 SEASONAL ROAD PATROL FUND							
			Total For Fund 216 SEASONAL ROAD PATROL FUND			(332.47)	
Fund 217 SNOWMOBILE PATROL FUND							
Dept 871 WORKERS COMPENSATION INSURANCE							
217-871-828.00	INSURANCE & BONDS	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	(128.04)	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			(128.04)	
			Total For Fund 217 SNOWMOBILE PATROL FUND			(128.04)	
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000							
228-000-703.05	WAGES-ATTENDANT	DIANE BURNETT	SITE MONITOR	82317	08/24/17	30.00	61357
228-000-703.05	WAGES-ATTENDANT	DOUG DURKEE	SITE MONITOR	82317	08/24/17	30.00	61358
228-000-703.05	WAGES-ATTENDANT	STEFFES, MELONIE	SITE MONITOR	82317	08/24/17	30.00	61396
228-000-703.05	WAGES-ATTENDANT	SUSAN TOWERSEY	SITE MONITOR	82317	08/24/17	30.00	61397
228-000-703.05	WAGES-ATTENDANT	ZYLSTRA, JESSE	SITE MONITOR	82317	08/24/17	60.00	61409
228-000-703.05	WAGES-ATTENDANT	DIANE BURNETT	SITE MONITOR	83117	08/31/17	30.00	61428
228-000-703.05	WAGES-ATTENDANT	DOUG DURKEE	SITE MONITOR	83117	08/31/17	30.00	61431
228-000-703.05	WAGES-ATTENDANT	STEFFES, MELONIE	SITE MONITOR	83117	08/31/17	30.00	61482
228-000-703.05	WAGES-ATTENDANT	SUSAN TOWERSEY	SITE MONITOR	83117	08/31/17	60.00	61483
228-000-703.05	WAGES-ATTENDANT	ZYLSTRA, JESSE	SITE MONITOR	83117	08/31/17	60.00	61493
228-000-703.05	WAGES-ATTENDANT	DIANE BURNETT	SITE MONITOR	9617	09/07/17	30.00	61513
228-000-703.05	WAGES-ATTENDANT	DOUG DURKEE	SITE MONITOR	9617	09/07/17	30.00	61514
228-000-703.05	WAGES-ATTENDANT	STEFFES, MELONIE	SITE MONITOR	9617	09/07/17	30.00	61557
228-000-703.05	WAGES-ATTENDANT	SUSAN TOWERSEY	SITE MONITOR	9617	09/07/17	60.00	61559
228-000-703.05	WAGES-ATTENDANT	ZYLSTRA, JESSE	SITE MONITOR	9617	09/07/17	60.00	61572
228-000-810.00	LEGAL FEES	FIGURA, RICHARD	GENERAL MATTERS/COLE LITIGATION/QU	BC-35	08/24/17	162.00	61362
228-000-821.50	HAZARDOUS WASTE	BAY AREA RECYCLING FO	ALMIRA ELECTRONICS COLLECTION	17-26861	08/24/17	2,026.60	61344
228-000-821.50	HAZARDOUS WASTE	BATTERY SOLUTIONS	BATTERY COLLECTIONS	A178909	08/31/17	468.40	61416
228-000-821.50	HAZARDOUS WASTE	BAY AREA RECYCLING FO	FRANKFORT ELECTRONICS COLLECTION	17-26889	08/31/17	3,032.40	61417
228-000-821.50	HAZARDOUS WASTE	ERG ENVIRONMENTAL SER	ALMIRA HHW EVENT	123508	09/07/17	5,618.44	61516
228-000-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	65.16	61402
228-000-900.00	PUBLIC RELATIONS - PRINT	PIONEER GROUP	SPECIAL COLLECTION ADS	39321	09/07/17	175.00	61546
228-000-967.00	PROJECT EXPENSES - GRANT	C M RUBBER TECHNOLOGI	ALMIRA TIRE COLLECTION	31930	08/24/17	2,011.00	61349
228-000-967.00	PROJECT EXPENSES - GRANT	C M RUBBER TECHNOLOGI	ALMIRA TIRE COLLECTION	31931	08/24/17	1,034.00	61350
			Total For Dept 000			15,193.00	
Dept 851 INSURANCE & BONDS							
228-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	4.88	61377
			Total For Dept 851 INSURANCE & BONDS			4.88	
Dept 852 MEDICAL INSURANCE							
228-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	9.83	61340
228-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	358.52	61345
228-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	36.87	61356
228-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	30.74	61377
228-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	18.40	61339
			Total For Dept 852 MEDICAL INSURANCE			454.36	
Dept 871 WORKERS COMPENSATION INSURANCE							
228-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	570.77	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			570.77	
			Total For Fund 228 SOLID WASTE/RECYCLING FUND			16,223.01	

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Fund 241 LAND BANK AUTHOITY FUND							
Dept 000							
241-000-967.00	PROJECT EXPENSES	WELDON TOWNSHIP TREAS	12-019-029-10 SUMMER TAXES	1201902910	09/07/17	12.42	61568
			Total For Dept 000			12.42	
			Total For Fund 241 LAND BANK AUTHOITY FUND			12.42	
Fund 247 ANIMAL CONTROL FUND							
Dept 265 BUILDING & GROUNDS							
247-265-782.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	UNIVERSAL LEVER HANDLE--2 NEW KEYS	141342	08/31/17	13.97	61463
247-265-850.00	TELEPHONE	AT&T	PHONE BILL FOR AUGUST	231882950508	08/31/17	103.34	61414
247-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9790937836	08/24/17	39.39	61402
247-265-924.00	ELECTRIC & HEATING	DTE ENERGY	GAS BILL FOR JULY	910020929329	08/24/17	47.17	61359
			Total For Dept 265 BUILDING & GROUNDS			203.87	
Dept 430 ANIMAL CONTROL							
247-430-748.00	GAS, OIL & GREASE	VISA=KYLE MAURER	GAS FOR TRUCK///PUMPS WERE OUT AT	0595	08/24/17	53.85	61404
247-430-800.00	CONTRACTED SERVICES	GILBERT SALES AND SER	YEARLY SERVICE ON POWERWASHER IN K	64992	08/24/17	117.00	61366
247-430-800.00	CONTRACTED SERVICES	UNIFI EQUIPMENT FINAN	BILL FOR JULY	316795	08/24/17	61.16	61401
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	60-17C EUTHANASIAS	266084	08/24/17	5.00	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	118-17D K9 NEUTER 116-17D K9 SPAY	3660995	08/24/17	329.87	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	122-17D K9 NEUTER	266302	08/24/17	131.77	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	115-17D PARASITE EXAM 126-17D K9 N	266397	08/24/17	330.22	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	72-17C FELINE NEUTER	266438	08/24/17	78.05	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	128-17D K9 NEUTER 45-17C FELINE SP	266652	08/24/17	422.62	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EUTHANASIA 106-17C	266866	08/24/17	20.00	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	139-17D K9 SPAY	266867	08/24/17	147.35	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EUTHANASIA 107-17C	267005	08/24/17	5.00	61391
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	COCCIDIA ALBON 500MG TAB FIR BELLA	267133	08/24/17	14.35	61391
247-430-945.20	DISPOSALS & BURIALS	AMERICAN WASTE	BILL FOR AUGUST	2086144	08/24/17	16.00	61341
			Total For Dept 430 ANIMAL CONTROL			1,732.24	
Dept 851 INSURANCE & BONDS							
247-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	9.76	61377
			Total For Dept 851 INSURANCE & BONDS			9.76	
Dept 852 MEDICAL INSURANCE							
247-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	28.42	61340
247-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	1,720.88	61345
247-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	142.64	61356
247-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	54.93	61377
247-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	36.80	61339
			Total For Dept 852 MEDICAL INSURANCE			1,983.67	
Dept 871 WORKERS COMPENSATION INSURANCE							
247-871-828.00	WORKERS COMP INSURANCE	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	(1,161.97)	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			(1,161.97)	
			Total For Fund 247 ANIMAL CONTROL FUND			2,767.57	
Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325 DISPATCH/COMMUNICATION							
261-325-727.00	OFFICE SUPPLIES	VISA=RON BERNS	SEPT PYMT, STAPLES AND AMAZON	SEPT2017	08/31/17	87.88	61489
261-325-727.00	OFFICE SUPPLIES	RECORD EAGLE	JOB POSTING AD	8232017	09/07/17	453.00	61548
261-325-751.00	UNIFORMS	LORI LAUTENBACH	UNIFORM REIMBURSEMENT	AUG172017	09/07/17	36.00	61531
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL	OCT 2017 SUPPORT	556	09/07/17	900.00	61569

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Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325 DISPATCH/COMMUNICATION							
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONE BILL	9790911017	08/31/17	1,274.39	61486
261-325-930.00	EQUIPMENT REPAIR	GRAND TRAVERSE MOBILE	RECORDER ISSUE POS 2	48235	08/24/17	233.75	61368
261-325-930.00	EQUIPMENT REPAIR	GRAND TRAVERSE MOBILE	EMS LAPTOP CONNECTIVITY	48293	08/24/17	170.00	61368
261-325-930.00	EQUIPMENT REPAIR	GRAND TRAVERSE MOBILE	B4 REPEATER ISSUE	48389	09/07/17	368.00	61520
261-325-963.00	COMPUTER SUPPORT	WYANT COMPUTER SERVIC	MAINTENANCE AGREEMENTS	MS21762	09/07/17	697.00	61571
261-325-970.00	EQUIPMENT	GRAND TRAVERSE MOBILE	A33 LAPTOP INSTALL	47712	08/24/17	5,619.93	61368
261-325-970.00	EQUIPMENT	ID NETWORKS, INC.	EMS A33 LAPTOP	272621	08/24/17	2,899.00	61371
261-325-970.00	EQUIPMENT	ID NETWORKS, INC.	CAD MOBILE ANNUAL MAINTENANCE	272375	09/07/17	2,781.00	61523
			Total For Dept 325 DISPATCH/COMMUNICATION			15,519.95	
Dept 851 INSURANCE & BONDS							
261-851-725.06	LIFE INSURANCE	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	43.92	61377
			Total For Dept 851 INSURANCE & BONDS			43.92	
Dept 852 MEDICAL INSURANCE							
261-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2017 VISION COVERAGE	175059	08/24/17	129.91	61340
261-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE - SEPTEMBER 2017	172230039053	08/24/17	4,804.14	61345
261-852-717.00	MEDICAL/DENTAL/VISION IN	DELTA DENTAL PLAN OF	SEPTEMBER 2017 DENTAL	RIS0001576179	08/24/17	496.89	61356
261-852-718.00	SHORT/LONG TERM DISABILI	LINCOLN FINANCIAL GRO	SEPTEMBER 2017 COVERAGE	1481138	08/24/17	283.92	61377
261-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMINISTRATIVE FEE - AUGUST	175059	08/24/17	169.70	61339
			Total For Dept 852 MEDICAL INSURANCE			5,884.56	
Dept 871 WORKERS COMPENSATION INSURANCE							
261-871-828.00	WORKERS COM INSURANCE	MICHIGAN COUNTIES WOR	2016 FINAL AUDIT BILLING	10700	08/31/17	66.67	61455
			Total For Dept 871 WORKERS COMPENSATION INSURANC			66.67	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			21,515.10	
Fund 263 LOCAL CORRECTION OFFICER'S TRAINING FUND							
Dept 362 OTHER CORRECTIONS ACTIVITIES							
263-362-961.00	TRAINING & SCHOOLS	VISA=DAN SMITH	TRNG MEALS,LODG,TOOLS,	6858	09/07/17	324.83	61565
			Total For Dept 362 OTHER CORRECTIONS ACTIVITIES			324.83	
			Total For Fund 263 LOCAL CORRECTION OFFICER'S TR			324.83	
Fund 265 JUSTICE TRAINING (302) FUND							
Dept 000							
265-000-967.00	PROJECT EXPENSES	KEVIN RIZE	PACKARD PPCT DEF TACT RE-CERT	LEELANAU 114	08/31/17	325.00	61450
265-000-967.00	PROJECT EXPENSES	VISA=TROY LAMERSON	MAINT SUPP, TRAIN,EQUIP	6759	09/07/17	130.00	61567
			Total For Dept 000			455.00	
			Total For Fund 265 JUSTICE TRAINING (302) FUND			455.00	
Fund 269 LAW LIBRARY FUND							
Dept 000							
269-000-901.00	RESOURCE MATERIALS	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JULY 2017	08/24/17	300.81	61378
			Total For Dept 000			300.81	
			Total For Fund 269 LAW LIBRARY FUND			300.81	
Fund 292 CHILD CARE FUND							
Dept 000							
292-000-840.00	CONTRACTED SVCS - VOL CO	KATHI HOUSTON	COORDINATION OF VOLUNTEER PROGRAM	SEPTEMBER 2017	09/07/17	800.00	61528
292-000-840.70	INSTITUTIONAL ROOM & BOA	MUSKEGON RIVER YOUTH	DETENTION FOR E.MILLIRON 9 DAYS	17244	09/07/17	1,674.00	61539

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Fund 292 CHILD CARE FUND							
Dept 000							
292-000-840.95	IN HOME CARE MISC.	ROBINSON, KELLIE	MILEAGE FOR IHC	AUGUST 17, 2017	08/24/17	178.52	61394
292-000-840.95	IN HOME CARE MISC.	UNIFI EQUIPMENT FINAN	COPIER/PRINTER LEASE	316461	08/24/17	78.15	61401
292-000-840.95	IN HOME CARE MISC.	HOUSTON, KATHI	REIMBURSE FOR VOL PROGRAM ACTIVITI	AUGUST 17, 2017	08/31/17	252.27	61445
292-000-840.95	IN HOME CARE MISC.	ROBINSON, KELLIE	CELL PHONE REIMBURSEMENT	AUGUST 31, 2017	08/31/17	50.00	61475
292-000-840.95	IN HOME CARE MISC.	ROBINSON, KELLIE	REIMBURSE FOR SCHOOL CLOTHES J.HAL	AUGUST 2017	08/31/17	197.27	61475
292-000-840.95	IN HOME CARE MISC.	TIM KLUCK	GUITAR LESSON FOR B.RAMEY	8/31/17	08/31/17	25.00	61485
292-000-840.95	IN HOME CARE MISC.	ROBINSON, KELLIE	REIMBURSEMENTS	SEPTEMBER 6, 20	09/07/17	291.30	61549
			Total For Dept 000			3,546.51	
			Total For Fund 292 CHILD CARE FUND			3,546.51	
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	TONER FOR VA OFFICE	419186-0	09/07/17	58.99	61525
			Total For Dept 000			58.99	
			Total For Fund 293 VETERAN'S RELIEF FUND			58.99	
Fund 312 MAPLES DEBT/MILLAGE FUND							
Dept 000							
312-000-831.00	BANK FEES	THE BANK OF NEW YORK	AGENT FEE FOR SEPT 1, 2017 TO AUGU	252-2035589	09/07/17	250.00	61561
			Total For Dept 000			250.00	
			Total For Fund 312 MAPLES DEBT/MILLAGE FUND			250.00	
Fund 412 MCF RENOVATIONS FUND							
Dept 000							
412-000-810.00	LEGAL FEES	KUHN ROGERS PLC	LEGAL SVCS 7/11-8/18 BA	8394-1	08/24/17	2,399.30	61376
412-000-967.00	PROJECT EXPENSES	COMSTOCK CONSTRUCTION	CONSTR MGT MAPLES	APPLICATION 50	08/24/17	484.67	61353
			Total For Dept 000			2,883.97	
			Total For Fund 412 MCF RENOVATIONS FUND			2,883.97	
Fund 425 EQUIPMENT REPLACEMENT FUND							
Dept 426 EMERGENCY MANAGEMENT							
425-426-967.02	PROJECT EXPENSES - CERT	SPORTS INK SCREEN PRI	HI VISIBILITY JACKET PRINTING	6049	08/31/17	22.00	61479
			Total For Dept 426 EMERGENCY MANAGEMENT			22.00	
Dept 653 AMBULANCES							
425-653-967.00	PROJECT EXPENSES - AMBUL	CENTRAL STATE BANK	2014 AMBULANCE PAYMENT FOR SEPTEMB	000000018319	08/31/17	3,479.86	61424
			Total For Dept 653 AMBULANCES			3,479.86	
			Total For Fund 425 EQUIPMENT REPLACEMENT FUND			3,501.86	
Fund 516 DELINQUENT TAX REVOLVING FUND							
Dept 000							
516-000-446.00	INTEREST ON DELINQUENT T	PIERCE, SHIRLEY	ADMINISTRATIVE FEE &INTEREST	10-02-014-007-0	09/07/17	46.14	61545
516-000-447.00	ADMINISTRATION FEES ON T	PIERCE, SHIRLEY	ADMINISTRATIVE FEE &INTEREST	10-02-014-007-0	09/07/17	61.52	61545
516-000-694.00	CASH OVER/SHORT	NORTHWOODS CARPENTRY	OVERPAYMENT ON DELINQUENT TAXES	08302017	09/07/17	26.46	61540
516-000-694.00	CASH OVER/SHORT	RAE RICKERT-HANSEN	OVERPAYMENT ON DELINQUENT TAXES	08-010-025-21	09/07/17	6.02	61547
			Total For Dept 000			140.14	
			Total For Fund 516 DELINQUENT TAX REVOLVING FUND			140.14	

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Fund 532 TAX FORECLOSURE FUND							
Dept 253 COUNTY TREASURER							
532-253-801.00	CONTRACTED SERVICES	TITLE CHECK LLC	1/12 ANNUAL FEE FOR 2015 TAX FORFE	1708-16	08/24/17	1,252.87	61400
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-005-00 SUMMER TAX BILL	0147000500	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-006-00 SUMMER TAX BILL	0147000600	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-007-00 SUMMER TAX	0147000700	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-008-00 SUMMER TAX	0147000800	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-013-00 SUMMER TAX	0147001300	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-014-00 SUMMER TAX	0147001400	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-015-00 SUMMER TAX	0147001500	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-016-00 SUMMER TAX	0147001600	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-017-00 SUMMER TAX	0147001700	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-018-00 SUMMER TAX	0147001800	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-019-00 SUMMER TAX	0147001900	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-020-00 SUMMER TAX	0147002000	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-021-00 SUMMER TAX	0147002100	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-022-00 SUMMER TAX	0147002200	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-023-00 SUMMER TAX	0147002300	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-024-00 SUMMER TAX	0147002400	09/07/17	4.82	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-009-00 SUMMER TAX	0147000900	09/07/17	519.31	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-470-010-00 SUMMER TAX	0147001000	09/07/17	519.31	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-001-00 SUMMER TAX	0147100100	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-002-00 SUMMER TAX	0147100200	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-003-00 SUMMER TAX	0147100300	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-004-00 SUMMER TAX	0147100400	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-005-00 SUMMER TAX	0147100500	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-006-00 SUMMER TAX	0117100600	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-007-00 SUMMER TAX	0147100700	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-471-008-00 SUMMER TAX	0147100800	09/07/17	9.67	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-001-00 SUMMER TAX	0147200100	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-002-00 SUMMER TAX	0147200200	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-003-00 SUMMER TAX	0147200300	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-004-00 SUMMER TAX	0147200400	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-005-00 SUMMER TAX	0147200500	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-007-00 SUMMER TAX	0147200700	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-008-00 SUMMER TAX	0147200800	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-009-00 SUMMER TAX	0147200900	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-010-00 SUMMER TAX	0147201000	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-011-00 SUMMER TAX	0147201100	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-014-00 SUMMER TAX	0147201400	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-015-00 SUMMER TAX	0147201500	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	ALMIRA TOWNSHIP TREAS	01-472-016-00 SUMMER TAX	0147201600	09/07/17	47.81	61496
532-253-957.00	MISCELLANEOUS	GILMORE TOWNSHIP TREA	06-501-096-00 SUMMER TAX	0650109600	09/07/17	817.70	61518
532-253-957.00	MISCELLANEOUS	HOMESTEAD TOWNSHIP	07-028-001-21 SUMMER TAX	0702800121	09/07/17	105.20	61521
532-253-957.00	MISCELLANEOUS	INLAND TOWNSHIP TREAS	08-008-017-61 SUMMER TAX	0800801761	09/07/17	63.85	61524
532-253-957.00	MISCELLANEOUS	VILLAGE OF THOMPSONVI	12-502-005-00 VILLAGE TAX	1250200500	09/07/17	31.09	61564
532-253-957.00	MISCELLANEOUS	WELDON TOWNSHIP TREAS	12-502-005-00 SUMMER TAX	1250200500	09/07/17	41.27	61568
			Total For Dept 253 COUNTY TREASURER			4,126.61	
			Total For Fund 532 TAX FORECLOSURE FUND			4,126.61	
Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-214.01	DUE TO SHERIFF'S DEPT -	BENZIE COUNTY SHERIFF	OWI REIMBURSEMENT	090617	09/07/17	1,530.25	61502
701-136-221.01	DUE CITY FRANKFORT - OWI	CITY OF FRANKFORT	OWI REIMBURSEMENT	090617	09/07/17	277.50	61510

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Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-228.20	DUE STATE - DNR JUDGEME	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	20.00	61555
701-136-228.30	DUE STATE - D. L. REINS	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	85.00	61555
701-136-228.37	DUE STATE - CRIME VICTIM	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	2,839.50	61555
701-136-228.42	DUE STATE - STATE COURT	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	90.00	61555
701-136-228.47	DUE STATE - OWI REIMBURS	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	246.00	61555
701-136-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	315.00	61555
701-136-228.57	DUE STATE - STATE JURY	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	20.00	61555
701-136-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	1,453.00	61555
701-136-228.59	DUE STATE - JUSTICE SYST	STATE OF MICHIGAN	FEE TRANSMITTAL	090617	09/07/17	7,072.50	61555
701-136-230.00	DUE OTHER UNITS - ORDINA	VILLAGE OF LAKE ANN	ORDINANCE FINES	090617	09/07/17	20.00	61563
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND TO BE APPLIED	082117	08/24/17	2,383.00	61336
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	FORFIETED BOND FROM H DANIELS	081717	08/24/17	500.00	61337
701-136-265.00	CASH BONDS PAYABLE	KING, STEVEN	BOND TO RETURN	082117	08/24/17	117.00	61375
701-136-265.00	CASH BONDS PAYABLE	XPRESS LUBE	BOND TO BE RETURNED GERALD SMITH	081717	08/24/17	50.00	61408
701-136-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT -	BOND TO TRANSFER FOR MATTHEWS	082817	08/31/17	100.00	61410
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BONDS TO BE APPLIED	082817	08/31/17	1,000.00	61411
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND TO BE APPLIED	090117	09/07/17	3,122.75	61495
701-136-265.00	CASH BONDS PAYABLE	DANFORD, NICHOLAS	BOND TO BE RETURNED	090117	09/07/17	126.25	61511
701-136-265.00	CASH BONDS PAYABLE	DUPLER, AMY	BOND TO BE RETURNED	090117	09/07/17	376.00	61515
701-136-265.00	CASH BONDS PAYABLE	JEFFERIES, BARBARA	BOND TO BE RETURNED	090117	09/07/17	300.00	61526
701-136-265.00	CASH BONDS PAYABLE	STACEY, JUSTIN	BOND TO BE RETURNED	090117	09/07/17	325.00	61553
701-136-271.00	RESTITUTIONS PAYABLE	FERGUSON, MARSHALL	RESTITUTION FROM MYLES MURPHY 17-1	082117	08/24/17	375.00	61361
701-136-271.00	RESTITUTIONS PAYABLE	FRANKFORT ELBERTA SCH	RESTITUTION FROM JESSIC MOJONNIER-	082117	08/24/17	1,100.00	61364
701-136-271.00	RESTITUTIONS PAYABLE	PAUL OLIVER MEMORIAL	RESTITUTION FROM IAN HICKEY 003335	082117	08/24/17	50.00	61389
701-136-271.00	RESTITUTIONS PAYABLE	VOLPE, MICHAEL	RESTITUTION FROM JOHN ROSA	082117	08/24/17	50.00	61406
701-136-271.00	RESTITUTIONS PAYABLE	BENZIE MANISTEE SNOWB	RESTITUTION FROM DAVID MATTESON 16	090517	09/07/17	30.00	61504
701-136-271.00	RESTITUTIONS PAYABLE	BLARNEY CASTLE	RESTITUTION FROM AUTUMN PARISH 12-	090517	09/07/17	50.00	61505
701-136-271.00	RESTITUTIONS PAYABLE	GARY, ANNE	RESTITUTION FROM M MALLEAUX 14-391	090517	09/07/17	6.25	61517
701-136-271.00	RESTITUTIONS PAYABLE	SECURA INSURANCE COMP	RESTITUTION FROM M MALLEAUX 14-391	090517	09/07/17	6.25	61552
701-136-271.00	RESTITUTIONS PAYABLE	STATE FARM	RESTITUTION FROM WILLIAM FORTINE 2	090517	09/07/17	20.00	61554
701-136-271.00	RESTITUTIONS PAYABLE	WING, MEGHAN	RESTITUTION FROM AMY WOODWARD 17-2	090517	09/07/17	500.00	61570
			Total For Dept 136 DISTRICT COURT			24,556.25	
Dept 141 FRIEND OF THE COURT							
701-141-222.04	DUE MANISTEE - STATUTORY	MANISTEE COUNTY TREAS	FEE COLLECTIONS FOR AUGUST 2017	09012017	09/07/17	1,081.64	61534
701-141-222.05	DUE MANISTEE - PROCESSIN	MANISTEE COUNTY TREAS	FEE COLLECTIONS FOR AUGUST 2017	09012017	09/07/17	140.04	61534
			Total For Dept 141 FRIEND OF THE COURT			1,221.68	
Dept 148 PROBATE COURT							
701-148-228.06	DUE STATE - SHARED FEES	STATE OF MICHIGAN	JULY 2017	07/2017	08/31/17	482.60	61480
701-148-228.42	DUE STATE - GENERAL FEES	STATE OF MICHIGAN	JULY 2017	07/2017	08/31/17	115.25	61480
701-148-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	JULY 2017	07/2017	08/31/17	75.00	61480
701-148-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	JULY 2017	07/2017	08/31/17	625.00	61480
			Total For Dept 148 PROBATE COURT			1,297.85	
Dept 215 COUNTY CLERK							
701-215-271.00	RESTITUTIONS PAYABLE	AUTO OWNERS INS, ATTN	RESTITUTION FROM JOSEPH MALOOF	12-2246-FH	08/24/17	1,320.00	61343
701-215-271.00	RESTITUTIONS PAYABLE	FLORENCE STONE	RESTITUTION FROM GARRETT TONN	15-2429-FC	08/24/17	160.00	61363
701-215-271.00	RESTITUTIONS PAYABLE	RICHARD VETTER SR.	RESTITUTION FROM RODERICK BAKER	13-2328-FH	08/31/17	25.00	61474
701-215-271.00	RESTITUTIONS PAYABLE	SCHMUCKAL OIL COMPANY	RESTITUTION FROM DAREK EBERHARD	13-2311-FH	08/31/17	30.00	61478
701-215-299.03	CIRCUIT COURT MISCELLANE	MICHAEL SCHMITT	OVERPAYMENT OF AMBULANCE RUN	16-20942	08/24/17	100.00	61381
701-215-299.03	CIRCUIT COURT MISCELLANE	ALMIRA TOWNSHIP	OVERPAYMENT AMBULANCE BILL - JAMES	16-19130	08/31/17	225.00	61412
701-215-299.03	CIRCUIT COURT MISCELLANE	ANDREW VOS	REFUND MEDIATION FEE	05-7386-TS	08/31/17	150.00	61413

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Fund 701 GENERAL AGENCY FUND							
Dept 215 COUNTY CLERK							
701-215-299.03	CIRCUIT COURT MISCELLANE	BRADLEY PUTNEY	OVERPAYMENT OF CERTIFIED COPIES	15-10263 & 17-1	08/31/17	10.00	61421
701-215-299.03	CIRCUIT COURT MISCELLANE	CHRISTINE ALDRIDGE	OVERPAYMENT OF AMBULANCE BILL - SH	16-5075	08/31/17	157.00	61425
701-215-299.03	CIRCUIT COURT MISCELLANE	GENE BOOHER	OVERPAYMENT OF AMBULANCE BILL	17-3254	08/31/17	134.56	61435
701-215-299.03	CIRCUIT COURT MISCELLANE	GORDON CRASE	OVERPAYMENT OF AMBULANCE BILL	16-15643	08/31/17	144.52	61437
			Total For Dept 215 COUNTY CLERK			2,456.08	
Dept 253 COUNTY TREASURER							
701-253-274.19	APPEALS/CHARGEBACKS/REFU	BENZIE COUNTY TREASUR	PRE ADJ 2015 02-102-022-00	083117	09/07/17	357.06	61503
701-253-274.19	APPEALS/CHARGEBACKS/REFU	DEBORAH AND PAUL BEAN	PRE ADJUST FOR 2015/2016	083017	09/07/17	1,161.79	61512
701-253-274.19	APPEALS/CHARGEBACKS/REFU	LAUREN DEWYS	PRE ADJUSTMENT 2016	083017	09/07/17	419.96	61529
701-253-274.19	APPEALS/CHARGEBACKS/REFU	MARY FOOTE	PRE ADJUSTMENT 2016	083017	09/07/17	3,518.65	61535
701-253-274.19	APPEALS/CHARGEBACKS/REFU	RYAN RUDY	PRE ADJ 2014/15/16	083017	09/07/17	2,278.77	61550
701-253-274.19	APPEALS/CHARGEBACKS/REFU	STUART SCRIPPS	PRE ADJUST 2015	083017	09/07/17	2,720.56	61558
701-253-274.19	APPEALS/CHARGEBACKS/REFU	THELMA NOVAK	PRE ADJ 2014/15/16	083017	09/07/17	125.48	61562
701-253-299.15	VETERAN'S MEMORIAL FUND	MELENDEZ, ARTHUR J.	SUPPLIES FOR THE GRAND CEREMONY	081317	09/07/17	92.09	61537
701-253-299.34	ESCROW - PATTERSON CROSS	PATTERSON CROSSING	ESCROW FROM BOBBY & MARTHA NIX	08292017	08/31/17	1,551.00	61467
			Total For Dept 253 COUNTY TREASURER			12,225.36	
Dept 261 MSU EXTENSION							
701-261-235.00	DUE TO MSU	4-H LEADERS ASSOCIATI	SOLD 10 PLAT BOOKS	083017	09/07/17	300.00	61494
			Total For Dept 261 MSU EXTENSION			300.00	
Dept 268 REGISTER OF DEEDS							
701-268-228.44	DUE STATE - STATE TRANSF	STATE OF MICHIGAN	STATE TRANSFER TAX FOR AUGUST 2017	8/31/2017	09/07/17	118,440.00	61556
			Total For Dept 268 REGISTER OF DEEDS			118,440.00	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
701-655-299.13	EMS CONTRIBUTIONS/DONATI	JAMES HENDERSON	CANDY FOR CHILD SAFETY EDUCATION	7/13/17	08/24/17	20.96	61372
701-655-299.13	EMS CONTRIBUTIONS/DONATI	JAMES HENDERSON	CANDY FOR CHILD SAFETY EDUCATION	08172017	08/24/17	4.69	61373
			Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)			25.65	
			Total For Fund 701 GENERAL AGENCY FUND			160,522.87	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
		Fund Totals:					
			Fund 101 GENERAL FUND			131,841.43	
			Fund 205 TNT OFFICER MILLAGE FUND			3,076.14	
			Fund 206 SHERIFF'S K-9 FUND			30.00	
			Fund 213 JAIL OPERATIONS FUND			18,822.08	
			Fund 214 EMERGENCY MEDICAL SERVICES			28,412.96	
			Fund 216 SEASONAL ROAD PATROL FUND			(332.47)	
			Fund 217 SNOWMOBILE PATROL FUND			(128.04)	
			Fund 228 SOLID WASTE/RECYCLING FUND			16,223.01	
			Fund 241 LAND BANK AUTHOITY FUND			12.42	
			Fund 247 ANIMAL CONTROL FUND			2,767.57	
			Fund 261 911 EMERGENCY SERVICE FUND			21,515.10	
			Fund 263 LOCAL CORRECTION OFFICER'S			324.83	
			Fund 265 JUSTICE TRAINING (302) FUND			455.00	
			Fund 269 LAW LIBRARY FUND			300.81	
			Fund 292 CHILD CARE FUND			3,546.51	
			Fund 293 VETERAN'S RELIEF FUND			58.99	
			Fund 312 MAPLES DEBT/MILLAGE FUND			250.00	
			Fund 412 MCF RENOVATIONS FUND			2,883.97	
			Fund 425 EQUIPMENT REPLACEMENT FUND			3,501.86	
			Fund 516 DELINQUENT TAX REVOLVING FU			140.14	
			Fund 532 TAX FORECLOSURE FUND			4,126.61	
			Fund 701 GENERAL AGENCY FUND			160,522.87	
			Total For All Funds:			398,351.79	

Finance Issues:

Approval of bills from August 23, 2017 to Sept 12, 2017 in the amount of $398,351.79. FW - aw

Treasurer's Office update:

The second sale of tax foreclosed properties is online at www.tax-sale.info and we have one offering - 25 properties are being bundled as one. There is still some interest in these developments, as I have been fielding telephone inquiries.

I've had two meetings with the firm contracted to do the MALB Impact Study of Land Banks on their communities. It is very interesting stuff, and am excited to see what they determine. I know we are still in our infancy regarding land banking, but there are several communities in which LB properties have a strong presence, so am hoping for some insight as to our impact in those communities.

I am tasked with putting together a focus group for one component of the research for this impact study. If you would like to participate, or know anyone you believe would be an asset to this focus group, please let me know as soon as possible. There will be a public forum scheduled, quite possibly in this room, in the next couple of weeks for the focus group to meet. I will keep you updated.

CASH SUMMARY BY FUND FOR BENZIE COUNTY
FROM 10/01/2016 TO 09/12/2017
FUND: ALL FUNDS
CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2016	Total Debits	Total Credits	Ending Balance 09/12/2017
101	GENERAL FUND	857,542.47	9,782,447.00	10,977,014.85	(337,025.38)
201	BENZIE COUNTY ROAD COMMISSION	1,337,174.66	8,240,279.00	7,940,133.33	1,637,320.33
205	TNT OFFICER MILLAGE FUND	71,251.42	247,863.76	247,977.28	71,137.90
206	SHERIFF'S K-9 FUND	10,936.49	11,800.14	6,010.28	16,726.35
207	SHERIFF'S RESERVES FUND	11.64	0.00	0.00	11.64
208	SHERIFF'S DIVE TEAM FUND	1,807.00	425.00	850.00	1,382.00
211	D.A.R.E. FUND	1,736.17	0.00	0.00	1,736.17
212	BENZIE KIDS	1,269.31	3,628.93	3,595.86	1,302.38
213	JAIL OPERATIONS FUND	92,890.74	2,892,757.04	2,897,215.73	88,432.05
214	EMERGENCY MEDICAL SERVICES (EMS) FUN	72,329.80	3,277,913.85	3,051,331.59	298,912.06
215	FRIEND OF THE COURT FUND	66,631.29	5,457.61	0.00	72,088.90
216	SEASONAL ROAD PATROL FUND	8,593.72	72,512.63	60,809.89	20,296.46
217	SNOWMOBILE PATROL FUND	10,261.51	34,671.02	33,995.72	10,936.81
218	PARKS & REC - ICE RINK	16.69	16,420.00	16,420.00	16.69
219	AIRPORT AUTHORITY FUND	0.00	63,354.34	69,636.22	(6,281.88)
220	MARINE PATROL FUND	0.00	21,336.42	22,787.88	(1,451.46)
221	BENZIE-LEELANAU DIST HEALTH DEPT FUN	349,905.40	2,469,009.93	2,509,427.35	309,487.98
228	SOLID WASTE/RECYCLING FUND	86,403.50	531,587.32	511,934.53	106,056.29
230	BETSIE VALLEY TRAIL MANAGEMENT FUND	7,083.23	20,853.87	21,282.54	6,654.56
231	SOIL EROSION (SESSC) FUND	29,813.00	37,613.00	36,466.00	30,960.00
235	CDBG GRANTS	0.00	139,891.00	139,891.00	0.00
241	LAND BANK AUTHOITY FUND	39,286.92	27,994.84	12,412.25	54,869.51
243	BROWNFIELD REDEVELOPMENT AUTHORITY F	21,128.44	46,900.20	45,489.80	22,538.84
244	E.D.C. ENTERPRISE FUND	5,460.79	93,240.94	67,079.97	31,621.76
245	REMONUMENTATION/SURVEY GRANT FUND	25,563.67	43,512.80	41,598.00	27,478.47
246	GIS INFORMATION SYSTEM	5,993.28	1,000.00	0.00	6,993.28
247	ANIMAL CONTROL FUND	177,250.38	295,787.48	303,382.27	169,655.59
249	BUILDING DEPARTMENT FUND	78,911.45	622,803.74	612,860.76	88,854.43
256	REG OF DEEDS AUTOMATION FUND	138,981.99	42,419.83	33,088.58	148,313.24
258	HOMELAND SECURITY GRANTS	1,629.99	0.00	0.00	1,629.99
260	CPL CLERK TECHNOLOGY FUND	10,748.61	10,180.93	1,776.00	19,153.54
261	911 EMERGENCY SERVICE FUND	379,962.88	1,436,595.55	1,358,774.49	457,783.94
262	DISPATCHER TRAINING FUND	21,958.10	20,954.69	24,881.38	18,031.41
263	LOCAL CORRECTION OFFICER'S TRAINING	18,805.47	14,125.23	18,000.09	14,930.61
264	SHERIFF FORFEITURE FUND	5,024.73	441.94	883.88	4,582.79
265	JUSTICE TRAINING (302) FUND	7,714.02	5,772.78	6,071.56	7,415.24
269	LAW LIBRARY FUND	2,320.48	39,563.26	44,070.52	(2,186.78)
276	COMMISSION ON AGING MILLAGE FUND	329,841.27	1,484,643.17	1,421,978.08	392,506.36
284	REVENUE SHARING RESERVE FUND	0.00	0.00	0.00	0.00
285	POINT BETSIE LIGHTHOUSE FUND	3,246.36	0.00	0.00	3,246.36
292	CHILD CARE FUND	18,848.30	240,867.46	248,779.35	10,936.41
293	VETERAN'S RELIEF FUND	74,331.42	65,497.92	35,929.38	103,899.96
294	VETERANS TRUST FUND	4,311.19	21,907.56	21,199.12	5,019.63
296	JUVENILE JUSTICE FUND	0.00	20,944.88	23,476.54	(2,531.66)
310	GOVERNMENT CENTER ADDITION DEBT FUND	38,743.83	100,176.65	83,867.50	55,052.98
312	MAPLES DEBT/MILLAGE FUND	482,977.87	751,450.54	720,613.29	513,815.12
371	JAIL RESERVE FUND	355,370.71	428,336.59	503,509.27	280,198.03
401	CAPITAL IMPROVEMENT FUND	6,744.62	0.00	0.00	6,744.62

CASH SUMMARY BY FUND FOR BENZIE COUNTY
FROM 10/01/2016 TO 09/12/2017
FUND: ALL FUNDS
CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2016	Total Debits	Total Credits	Ending Balance 09/12/2017
412	MCF RENOVATIONS FUND	205,130.61	467,550.86	531,240.38	141,441.09
415	RAILROAD POINT	9,792.59	565,243.31	564,836.78	10,199.12
425	EQUIPMENT REPLACEMENT FUND	99,057.85	224,478.80	257,974.32	65,562.33
512	MEDICAL CARE FACILITY FUND	1,205,218.34	7,853,231.71	7,901,410.18	1,157,039.87
516	DELINQUENT TAX REVOLVING FUND	3,953,984.85	5,428,123.33	5,008,653.91	4,373,454.27
532	TAX FORECLOSURE FUND	688,321.50	781,545.43	857,042.49	612,824.44
535	CDBG HOUSING GRANT FUND	84,443.29	59,923.58	35,822.00	108,544.87
569	BUILDING AUTHORITY	10,937.94	980.00	1,960.00	9,957.94
595	COMMISSARY/CONCESSION FUND-JAIL	3,441.85	4,520.37	5,572.24	2,389.98
616	TREASURER'S TAX ADMINISTRATION FUND	55,460.25	1,100.00	2,200.00	54,360.25
701	GENERAL AGENCY FUND	3,784,120.95	14,964,668.31	16,477,759.73	2,271,029.53
704	PAYROLL CLEARING FUND	19,116.07	2,082,724.29	1,970,507.98	131,332.38
721	LIBRARY PENAL FINE FUND	28,758.91	163,028.63	161,502.36	30,285.18
764	SHERIFF'S INMATE TRUST FUND	21,657.60	216,240.61	213,732.88	24,165.33
775	SUMMER TAX COLLECTION FUND	0.00	0.00	0.00	0.00
	TOTAL - ALL FUNDS	15,430,257.41	66,498,300.07	68,166,717.38	13,761,840.10

Human Resources (HR) Report

HR Committee
Meeting Notes
August 22, 2017

The meeting was called to order by Commissioner Gary Sauer at 2:00 pm

Present:	Gary Sauer (Chair), Art Jeannot and Evan Warsecke
Others Present:	Dawn Olney, Mitch Deisch, Maridee Cutler, Kyle Maurer, Shelley Thompson and Lisa Hoppe

The pledge of allegiance was given.

Agenda: Motion by Jeannot, seconded by Warsecke, to approve the agenda as presented. Ayes: All Nays: None Motion carried.

Minutes: Motion by Jeannot, seconded by Warsecke, to approve the July 25, 2017 minutes as presented. Ayes: All Nays: None Motion carried.

Public Input - None

Lisa Hoppe – Health Insurance Discussion: Lisa presented information regarding the health insurance options – Blue Care Network (HMO) is seeing a 7.56% increase and SimplyBlue (PPO), which is the buy-up plan that is offered, is seeing a 7.95% decrease. We are at the least expensive plan that we can buy for the BCN. This year we saved $85,000 by changing the HRA reimbursements. One change last year was moving from $250 to $1,000 deductible. Lisa presents information regarding new possible plans. Can make contributions to an HSA with a qualified plan; this is portable account; positive with a HSA, the employer only pays when there is a claim, you fund it whether the employee uses it or not. HRA you pay when utilized. HSA everything applies to your deductible – only exception is preventive care which is covered 100%. The employee owns the account and has all responsibility to use the funds correctly. Maximum HSA contribution is $3,500 or $3,650.

Life Insurance: rates with Lincoln Financial increased by 10%; 44North west out for quotes and received 4 – 2 with savings, 2 so not see savings. Dearborn National has best rate and 2-year term.

Motion by Jeannot, seconded by Warsecke, to recommend to the Board of Commissioners to accept Dearborn National as provider for Life Insurance, AD&D, STD and LTD for a 2-year contract 2017-18 and 2018-19, as presented, authorizing the chairman to sign. Ayes: Jeannot, Sauer and Warsecke Nays: None Motion carried.

Mitch:
COAM Corrections Grievance: to be held August 23 at 1:00 p.m.

TPOAM Grievance: **Motion by Warsecke, seconded by Jeannot, to recommend to the Board of Commissioners to authorize Mitch Deisch to handle the TPOAM grievance. Ayes: Jeannot, Sauer and Warsecke Nays: None Motion carried.**

Finance/Information Technology Director Discussion: Mitch sent this out to the HR committee last week to give you some heads up and ask for comments; Michelle Thompson made some comments and he has made some changes today.

Evan asked if the finance committee has already put the kybosh to this position – I believe the funds have been removed, but this is a higher priority than the $25,000; perhaps fund this position for 6 months; still opportunities to fund this position. Mitch says the reorganization of the County Administrator's office is supported; we have excessive complaints filed against us, we need help with the financial outlook in Benzie County.

Gary said it boils down to money and asks what tangible benefits will we see to justify this position, this needs to be outcome based.

Art asks how we will benefit from this.

Evan says this is a great position, but won't be comfortable until we bring everyone else up to the wage scale; not comfortable until we take care of our people.

Michelle Thompson, County Treasurer, stated she is in favor of this position; we have piecemealed the financial end of things for the past 30+ years; we need someone to put full time attention to this; she made four changes to this the last two times you have seen this and the descriptions were not changed like were directed.

Art stated that this will be evolving; at some point we are done.

Motion by Jeannot, seconded by Sauer, to recommend to the Board of Commissioners to approve this draft of the responsibilities and duties of a prospective Finance Manager/IT Director.
Motion by Jeannot, seconded by Sauer, to amend to accept the August 22, 2017 memo regarding Finance/IT and the reorganization of the County Administrator's Office as discussed.
Vote on Amendment: Ayes: Jeannot, Sauer and Warsecke Nays: None Motion carried.
Vote on original motion as amended: Ayes: Jeannot, Sauer and Warsecke Nays: None Motion carried.

Compensation Plan Discussion: You were provided a complex spreadsheet last month and would ask everyone to think about that spreadsheet; if you only look at salary, you are not getting a complete picture. Even with the total compensation package, several positions which fall significantly below the median value, so what's next?

Art Jeannot everything you see has been adjusted for 2080 hours; there is a disparity of job descriptions; benefits are not all comparable. We need to bring some people up and others are tapped out. We can manage thru the benefits program.

Mitch feels we are looking apples to apples – Evan disagrees.

Art stated that this is a project for the next year. He asked that this come back in December with some high level recommendations.

Troy Lamerson stated that he is a 21-year county employee and when he was hired we had a 0% contribution to MERS and now it is 6%; health insurance was BC/BS PPO-1 and now we have the worst plan; receive 3% raises;; you have saved because the cost has gone to the employee and when you give us a 2% raise then increase our MERS contribution and health insurance benefit goes down; and 2) this is 3 – 5 years that you haven't done anything with this compensation plan and you are now kicking it down the road and not doing anything with it.

Other: Gary stated that he has asked Art to be the leader of Mitch's evaluation.

Public Input: None

Meeting adjourned at 3:40 p.m.

Dawn Olney
Benzie County Clerk

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

1. To accept Dearborn National as provider for Life Insurance, AD&D, STD and LTD for a 2-year contract 2017-18 and 2018-19, as presented, authorizing the chairman to sign.

2. To authorize Mitch Deisch to handle the TPOAM grievance.

3. To approve this draft of responsibilities and duties of the prospective Finance Manager/IT, to include the reorganization of the County Administrator's Office.

BENZIE COUNTY
Crystal Clear Michigan

448 Court Place • Beulah, MI 49617

September 12, 2017

Lincoln Financial Group
26200 Town Center Drive Suite 100
Novi, MI 48375

RE: Benzie County – 000010166383/000010166384/000010166385

To Whom It May Concern;

Please cancel the coverage provided by Lincoln Financial Group for Benzie County, referenced above, effective 10/1/2017. We have secured other coverage as of this date.

Please feel free to contact Lynda Roby at 44North with any questions you may have at 855-306-1099 extension 1022.

Sincerely,

Custer C. Carland
Chairman, Board of Commissioners
Benzie County

County Administrator	Finance Manager / IT	Deputy County Administrator	County Treasurer
BOC Relations	Annual Budget Preparation	Payroll	County Revenues
Citizen Communications	¼ Financial Reports to BOC	Accounts Payable	General Ledger
Economic Development	Financial Oversight/Analysis	MERS enrollment, balance and management	Presents AP to BOC
Strategic Planning Implementation	Budget Compliance	W-2's	Audit
Elected Official Coordination	Asst. Departmental Budgeting	Human Resource (FMLA, Employee Orientation, training, etc.)	Component Units FCCAA, Maples, BA, LBA, etc.
Department Head Oversight	Oversees GAAP & GASB	FOIA Coordinator	Budget Review Team
Media & Public Relations	Analysis and Interprets Financial Records	OMA Compliance	Revenue Sharing Projections
Final Budget Oversight	Assists Treasurer with Audit	Assists FM with yearend closeouts	
Agreements/Plans, etc.	Annual Financial Reports/State (F-65, Revenue Sharing, etc.)	Assists FM with IT related needs	
Regionalization Efforts	Grant Management Assistance, as requested by Treasurer		
Internal Communication	Year End Close Outs	Assists with CBA Negotiations	
Assists DCA Human Resources as needed	Assists Dept. w/ financing options	Assists FM as needed with County Financial Oversight	
Budget Review Team	Financial Fiduciary & Fiscal Forecasting	Maintains Wage and Comp plan	
	Cost Allocation Plans	Assists CA as needed	
	Supervises IT Vendor	Coordinates Health Insurance	
	Chief IT Director	Budget Review Team	
	Technology Upgrades (CIP)		
	Assists with CBA Negotiations		
	Budget Adjustments/Amendments		
	Assists Treasurer with General Ledger		

GAAP Generally Accepted Accounting Principles
GASB Governmental Accounting Standards Board
LBA Land Bank Authority
FCCAA Frankfort City/County Airport Authority
BA Building Authority
FMLA Family Medical Leave Act
CBA Collective Bargaining Agreement

BENZIE COUNTY

FINANCE/INFORMATION TECHNOLOGY MANAGER

8/22/17 Update

General Summary

Under the general direction of the County Administrator, responsible for ensuring that a system of accounting is installed and properly kept in all County functions, as well as providing administrative support and direction to other departments regarding fiscal management and financial controls. Assists in planning and organizing the County budgeting methods and process, auditing and analyzing information for budget proposals, and carrying out various tasks related to administration of the budget. Provides assistance to the Administrator and the Board of Commissioners in developing financial policies for the county. Will serve as the primary IT person in the County working directly with the selected IT vendors/consultants and various departments.

Essential Functions

1. ~~Works cooperatively with~~ Oversees the Deputy County Administrator to ~~oversee~~ ensure payroll and accounts payable are completed on time and accurate. Will be cross trained in operating both payroll and accounts payables, in the absence of the Deputy County Administrator.
2. Responsible for the preparation of the annual budget. Meets with departments to review proposed budgets and works with the Administrator in examining budget detail. Prepares and analyzes budget amendments. Conducts costing analysis for items such as union contracts, capital projects, and new or expanded programs. Attends all budget meetings.
3. Performs regular reviews for budget compliance and recommends to departments any needed changes to budget. Prepares and distributes budget amendment forms.
4. Oversees and ensures that financial systems are maintained in sufficient detail to produce adequate cost, financial and statistical data for management purposes to meet statutory requirements that conform to GAAP & GASB and the goals and goals/objectives of the County. Incorporates authorized changes to accounting systems to ensure efficient systems of financial management, prompt identification of account status, and compliance with all applicable standards and regulations set forth by the State of Michigan Department of Treasury.

BENZIE COUNTY

5. Analyzes and interprets fiscal records and prepares financial statements that reflect the accurate condition of the county. Establishes financial management internal controls to ensure the long-term integrity of the county's finances.

~~6. Oversees the implementation and use of Generally Accepted Accounting Principles in all financial and accounting processes. Incorporates authorized changes to accounting systems to ensure efficient systems of financial management, prompt identification of account status, and compliance with all applicable standards and regulations set forth by the State of Michigan Department of Treasury.~~

~~7.~~ Assists in the preparation of the annual audit report, as requested by the County Treasurer. ~~Serves as a resource and liaison with outside auditors. Coordinates the implementation of systems to correct problems identified by the auditors.~~

8. Assists the Administrator in providing liaison to the Board of Commissioners regarding financial policies, procedures, legal limitations regarding financing, anticipated deficits and other related matters.

9. ~~Works cooperatively with~~ Oversees the Deputy County Administrator ~~to oversee~~ in the preparation of payroll ensuring that deadlines and compliance standards are met and that various reports are prepared as required.

10. Fields questions from department heads and elected officials regarding county financial policies and procedures, unique situations and offers assistance in implementing appropriate courses of action.

11. ~~Performs~~ Oversees year-end closing. Closes out old accounts payable and receivables and completes purchase order year-end adjustments. Oversees the preparation of data for 1099's and W-2's and performs other related accounting activities to close the current year's books.

12. Reviews all fund activities using the Michigan Uniform Chart of Accounts. ~~Adjusts balances, makes necessary corrections and deletions and ensures that the General Ledger is appropriately maintained as required.~~

13. Compile's and prepares a variety of quarterly and annual financial reports. Submits required reports, forms, surveys and other documents to local, state and federal agencies.

~~14. Maintains accounting systems for separate agencies, such as the Frankfort City County Airport Authority, including reconciliation and financial reporting.~~

~~15. Performs accounting procedures for all grants received by the County.~~

16. Oversees all information technology (IT) functions of the County such as planning, implementation and troubleshooting. Acts as a liaison to IT vendors.

~~17. In the absence of the Administrator and or Deputy County Administrator, assumes responsibility for designated areas such as personnel issues, insurance matters, FOIA requests, Board Committee meetings and other assigned areas.~~

BENZIE COUNTY

18. Performs complex and varied financial strategic planning, budgeting and forecasting. Including monitoring financial outcomes, providing timely financial analysis and direction; maintaining and adjusting cost allocation plans, debt analysis, trend and variance analysis, bond rating and related activities.
19. Assists the County Treasurer in reviewing, verifying and posting account transactions to journals, ledgers and applicable records. Prepares and records adjusting and closing journal entries.
20. ~~Responsible for year-end~~ Assists the County Treasurer with financial closing activities.
21. Assists County Administrator in collective bargaining negotiations.

An employee in this position may be called upon to do any or all of the above tasks. (These examples do not include all of the tasks which the employees may be expected to perform.)

Required Knowledge, Skills, Abilities and Minimum Qualifications

- A Bachelor's Degree in accounting or related field. Designation as a Certified Public Accountant or Certified Municipal Finance Administrator is desirable.
- Five years of progressively more responsible governmental accounting experience which include budgeting, auditing, payroll, benefits, grants, and general and subsidiary ledgers.
- Experience in supervising a finance operation.
- Knowledge or generally accepted accounting principles and governmental accounting principles and practices and the ability to apply them accurately.
- Skill in utilizing computer systems and related software packages and the ability to direct and maintain the development of computer systems and supervise County IT Vendor.
- Skill in effectively communicating ideas and concepts orally and in writing, and in making presentations in public forums.
- Skill in building and maintaining effective working relationships with subordinates, peers, elected officials, the media, professional contacts and the general public.
- Ability to gather, analyze and review financial data, develop budgets and prepare comprehensive reports.

BENZIE COUNTY

- Ability to research, prepare, present and implement multifaceted programs, studies and projects effectively.

Physical Requirements: *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access all County locations and Statewide as required.
Ability to enter and retrieve information from a computer.

Working Conditions:

Works in office conditions but is required to travel to all County and State locations.

Fair Labor Standards Act Status: Salaried (Exempt)

Benzie County is an Equal Employment Opportunity Employer

DRAFT

BENZIE COUNTY

DEPUTY COUNTY ADMINISTRATOR

8/22/17 Update

General Summary

Under the general direction of the County Administrator and Finance / IT Director, responsible for ensuring that Payroll, Accounts Payable and all related actives are done in an efficient and effective manner for Benzie County. In addition this position is responsible for being the primary Human Resource (FLMA, health insurance, MERS, employee orientation, etc.) contact with Benzie County employees. Additional responsibilities will include County compliance the Freedom of Information Act, Open Meetings Act and other key projects as assigned by both the County Administrator and Finance Manager/IT.

Essential Functions

Administration

1. Manages the day-to-day operations of the County Administrator's office.
2. Coordinates development, organizes and may present operational and professional development training.
3. Develops, organizes and coordinates department items for the Board Agenda and Commissioners' packets.
4. Administers the compensation program, including job analysis, salary structural reviews, and survey instrument development/execution.
5. Manages components of the County's strategic plan, as assigned by the County Administrator
6. Coordinates office support of assigned committees, commissions, and advisory.
7. Acts as affirmative action officer for the County.
8. Serves as FOIA Coordinator under the direction of the County Administrator
9. Ensures OMA compliance.
10. Assists Finance/IT Director with IT services. Serves as the IT manager in the absence of the Finance Manager/IT.

Human resources

1. Assists County departments with writing/updating position descriptions in accordance with the format and content requirements established by the County Administrator's Office.
2. Provides subject matter expertise support to screening ~~committee's~~ applicants.

3. Provides board and commission screening committees with application materials, screening/rating instruments, and approved interview questions.
4. Maintains communication with applicants throughout the employment process.
5. Recaptures committee documentation and archives for record purposes.
6. Monitors the employment process to ensure policies and laws are followed.
7. Performs payroll-associated reporting and auditing.
8. Provides payroll and benefit cost information, as needed (for committees, Board of Commissioners, County Administrator, negotiating attorneys, etc.).
9. Provides new-hire orientation for policies, pay and benefit programs.
10. Organizes and executes open enrollment periods.
11. Assists County employees in resolving benefit/retirement issues or referring them to the appropriate provider for resolution.
12. Processes claims for workers' compensation and unemployment.
13. Represents the County at workers' compensation and unemployment hearings.
14. Handles all Family Medical Leave Act processing requirements in compliance with the law.
15. Coordinates Health Insurance program with County vendor.

Budgeting and Accounting

1. Provides analytical support for the annual budget planning cycle.
2. Facilitates budget planning meetings and communications with departments during the budget cycle, as assigned by the Finance Manager and County Administrator
3. ~~Enters the approved budget into the financial system, including subsequent budget adjustments, as approved by the Finance Manager and County Administrator.~~
4. ~~Monitors and evaluates departmental budgets, bringing issues to the attention of the department for resolution. Escalates, as needed.~~
5. Responsible for account payables.
6. Responsible for payroll.
7. Audits W-2's and 1099's at year end.
8. Resolves billing and invoicing problems with vendors and suppliers, as needed.

Education and Experience Requirements

1. Bachelor's degree in a related area is required.
2. Three (3) years of directly related experience in all three areas cited above.
3. Additional years of directly related experience may be substituted on a year for year basis for the educational requirement.

Knowledge, Skills, Abilities and Competency Requirements

1. Proficiency in English grammar, spelling, punctuation, and mathematical functions.
2. Ability to analyze accounting, budget and payroll practices and procedures.

3. Software administration experience in the areas of accounting, human resources, employee self-service, applicant tracking, and timekeeping.
4. Interpersonal skills to maintain effective working relationships with County employees, co-workers, vendors, elected/appointed officials, and the general public.
5. Ability to compose letters, memos, reports, spreadsheets, and meetings minutes/notes.
6. Ability to maintain confidentiality, solve day-to-day problems, and act with integrity and tact, both verbally and in writing.

Physical Demands and Work Environment

1. Work is performed in an office environment.
2. May be required to reach with hands and arms, sit for extended periods, stand, talk and hear; use hands to dial, type, file, copy, etc.
3. May be required to lift up to 35 pounds occasionally.

~~Conditions of Employment~~

~~A background check may be required initially and periodically for a person hired, transferred, reclassified, promoted or currently working in the position. A background may include a review of criminal conviction records, confirmation of identity, verification of educational degrees/certifications, fingerprint scans, and/or drug and alcohol testing.~~

DRAFT

HR Committee
Special Meeting Notes
September 5, 2017

The meeting was called to order by Commissioner Gary Sauer at 9:00 a.m.

Present: Gary Sauer (Chair), Art Jeannot and Evan Warsecke
Others Present: Mitch Deisch, Maridee Cutler, and Craig Johnson

The pledge of allegiance was given.

Agenda: Motion by Jeannot, seconded by Warsecke, to approve the agenda. Ayes: All Nays: None Motion carried.

Public Input – None

9:05 a.m.
Motion by Jeannot, seconded by Sauer, to enter into closed session pursuant to section 8(a) of the Open Meetings Act, for the purpose of reviewing the employment status and performance of Craig Johnson based on the fact that Mr. Johnson has requested such a closed session. **Ayes: Sauer, Jeannot and Warsecke.**

10:03 a.m.
Motion by Sauer, seconded by Jeannot to return to open session. **Ayes: Sauer, Jeannot and Warsecke.**

Motioned by Sauer, seconded by Jeannot to recommend to the Board of Commissioners to accept the recommended Voluntary Resignation Agreement and Waiver of Claims, and to incorporate the following changes:

- **Change the date of the agreement to September 12, 2017**
- **Provide the County cellular phone to Mr. Johnson after Wyant has an opportunity to scrub the phone clean of County material, by September 18, 2017.**
- **Provide a County owed laptop to Mr. Johnson after Wyant has an opportunity to scrub the computer clean of County material, by September 18, 2017.**

Ayes: Sauer, Jeannot and Warsecke.

Mr. Deisch mentions that internal investigation notes are not FOIA able per Mr. Timothy Figura.

Other: None

Public Input: None

Motion by Sauer, seconded by Warsecke, to adjourn at 10:07 a.m. Ayes: Sauer, Jeannot and Warsecke Nays: None Motion carried.

Maridee Cutler
Deputy County Administrator

DRAFT

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

1. To accept the Proposed Separation Agreement, and to incorporate the following changes:

a) Change the date of the agreement to September 12, 2017
b) Provide the County cellular phone to Mr. Johnson after Wyant has an opportunity to scrub the phone clean of County material.
c) Provide a County owed laptop to Mr. Johnson after Wyant has an opportunity to scrub the computer clean of County material.

DRAFT

Dawn Olney

From: Mitch Deisch
Sent: Tuesday, September 05, 2017 1:06 PM
To: Dawn Olney
Cc: Maridee Cutler; Art Jeannot; garysauer53@yahoo.com; Evan Warsecke
Subject: Voluntary Resignation Agreement and Waiver of Claims
Attachments: Resignation Agreement 8-31-17.doc

Dawn,

Please find attached the Voluntary Resignation Agreement and Waiver of Claims that was approved today at the special HR Committee meeting. This should be attached to the 9/5/17 HR special meeting minutes, that were provided by Maridee Cutler earlier today.

I will be out of the office all day tomorrow in Grand Rapids attending a mediation session, thus I am providing it to you today. Thank you for your attention to this matter.

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

Committee Appointments

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

KUHN ROGERS PLC

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

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

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

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

September 8, 2017

Coury Carland
Via Email

Re: 9/12/17 9:00 a.m. BOC Meeting

Dear Coury:

I am attaching a copy of next Tuesday's agenda and see that there is a reference to Building Authority discussion and potential action. It is my understanding Art Jeannot requested that this item be added to the agenda.

Neither the Building Authority members nor legal counsel have been invited to next week's meeting or advised of the scope of the "potential action". (I would note, however, that Mr. Jeannot previously requested BOC attendance at a meeting a few months ago and requested that their legal counsel not attend.)

As recent as last month, we know that the BOC made certain mistakes with the initial appointment of Lisa Vogler to the Building Authority. If the BOC intends to take specific actions involving the Building Authority and its activities, we would appreciate the professional courtesy of advance notice.

More importantly, Richard Figura will advise the BOC that there are minimum procedural protections required to be followed - depending upon the intended scope of any member/the BOC's actions. To that end, I am providing him with a copy of this letter so that he is aware of the agenda item.

I am providing a copy of this letter to Dawn Olney so that she can see that it is distributed in the BOC packet.

RECEIVED
SEP 08 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

As always, should you or any BOC members have any follow up questions or concerns, please do not hesitate to contact me direct.

Sincerely,

KUHN ROGERS PLC

Edgar Roy III
Direct dial (231) 947-7900 ext. 107
eroy@krlawtc.com

ER/ljd
Enclosure
cc: Dawn Olney (via email)
Mitch Deisch (via email)
Richard Figura (via email)
Tom Longanbach (via email)
Marcia Stobie (via email)
Lisa Vogler (via email)
Michelle Thompson (via email)

H:\ljdcrusha\Laura\Benzie County\Bldg Auth\carland.wpd

RECEIVED
SEP 08 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BENZIE COUNTY
BOARD OF COMMISSIONERS

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

MEETING AGENDA
September 12, 2017

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

PLEASE TURN OFF ALL ELECTRONIC DEVICES

9:00 a.m.

CALL TO ORDER
ROLL CALL
INVOCATION AND PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES – 8/22/2017 (open & closed x 2)
PUBLIC INPUT
PUBLIC HEARING – 2017/18 BUDGET
ELECTED OFFICIALS & DEPT HEAD COMMENTS
COMMISSIONER REPORTS –
COUNTY ADMINISTRATOR'S REPORT –
FINANCE – Approval of Bills
HR and PERSONNEL – 8/22/2017 & 9/5/2017 Consent Calendar; Distribute Co Admin Evaluation Forms
COMMITTEE APPOINTMENTS – Bldg Auth Discussion & potential action
ACTION ITEMS –

1) BVTMC MOU with DNR
2) Food Services Contract – Jail
5) 2017 Emerg Mgt Grant Program
7) Board of Canvasser Appointment
9) Resol 2017-027 SB 386
2) Secondary Road Patrol Application
4) Amend to BA Articles of Incorporation
6) Recycling Site Lease x 7
8) Resol 2017-026 EDC & BRA Merger

PRESENTATION OF CORRESPONDENCE
UNFINISHED BUSINESS
NEW BUSINESS –

10:00
10:15

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).

RECEIVED
SEP 08 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Removal of Building Authority Members

The Articles of Incorporation of the Benzie County Building Authority, Article V, Section 10, states "The Commission or any of its members may be removed from office for cause by an affirmative majority vote of the Board."

The failure to provide a code compliant building and the failure to rectify the code deficiency 22 months after notification of same constitutes "cause".

Should additional specifics be required, consider the following:

Malfeasance: Performance by a public official of an act that is legally unjustified, harmful or contrary to law.

1. Payment applications were approved and payments made despite the fact that they are false certifications and not valid since they are not signed by Edward Lundon and Assoc.

2. Contracts were approved and accepted with clauses contrary to the best interests of taxpayers e.g. inadequate insurance, waiver of damages clauses, and no right to jury trail for damages.

3. Certificates of insurance were not obtained originally or annually.

4. Edmund Lundon and Assoc and Comstock Construction Inc. were allowed to continue to participate in the project and be paid after breaches of contract.

5. Misappropriation of taxpayers funds.

Misfeasance: The wrongful performance of a normal act; the wrongful and injurious exercise of lawful authority

1. Failure to provide adequate oversight of the project.

2. Failure to assess the feasibility and probable cost of replacing the roof after a unanimous vote of the Building Authority to replace the roof.

3. Failure to communicate with the DHHS Board regarding options, particularly in light of DHS/Maples $3.4 million investment.

4. #1 and #4 above.

5. Payment of Attorney Edward Roy in excess of those necessary as legal consultant.

Nonfeasance: Omission of an act which ought to have been performed.

1. Failure to provide a code compliant building and the failure to rectify the code deficiency 22 months after notification of same.

2. Failure to assess the feasibility and probable cost of replacing the roof after a unanimous vote of the Building Authority to replace the roof.

3. Failure to act in a responsible, diligent and timely manner to preserve taxpayer's funds and/or avoid further loss to and expense to the taxpayers.

4. Failure to obtain certificates of insurance initially and annually.

5. Failure to terminate Edmund Lundon and Assoc. and Comstock Construction Inc. following their breach of contracts.

6. Failure to terminate relationships with Edward Roy when detrimental contract provisions became known.

7. Failure to stop payments to contractors in breach of contract.

8. Failure to insist on construction oversight.

9. Failure to insist that a code consultant be retained to protect taxpayers interests.

10. Failure to communicate with DHHS when code deficiency discovered.

11. Failure to determine if "spray and Sprinkle" modifications would satisfy the code deficiency before contracting for same.

12. Failure to take timely and appropriate legal action against all parties in breach of contract and/ or those whose negligence was evident.

ACTION ITEMS

Michigan Department of Natural Resources
Parks and Recreation Division

GRANT AGREEMENT NUMBER
RIF17-02-06

MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR THE RECREATION IMPROVEMENT FUND

This information is required by authority of Part 711 of Act 451 of 1994, as amended, to qualify for reimbursement.

Grantee Betsie Valley Trail Management Council	
Attention Custer C. Carland ~~Donald Tanner~~, Chair Benzie Co. Commission	
Address 448 Court Place	
City, State, ZIP Beulah, Michigan 49617	
Telephone (231)882-9671	Federal Employer Identification Number (FEIN) 38-6004838

It is expressly understood by and between the parties hereto that the proposal bears the above Grant Agreement Number and associated documents including all attachments, are by this reference made part of this understanding. All materials bearing this number constitute the entire understanding between the parties.

An agreement is made between the MICHIGAN DEPARTMENT OF NATURAL RESOURCES (hereinafter called the Department; **State Trails Coordinator**, contracting officer) and the above-named Grantee for funding **Betsie Valley Trail maintenance/management per the attached scope list.**.

The project period shall be from **October 1, 2016** to **September 30, 2018**. Funds provided under this agreement shall not in any event exceed Ten Thousand ($10,000.00) dollars. This sum shall be used only for the elements called for in the project scope.

All projects will comply with the Americans with Disabilities Act of 1990.

All work must comply with State and Federal guidelines rules, regulations, and laws.

Additional guidelines and specifications for this agreement:

- **Project Coordination:** The Department contact for this project is **Todd Neiss**, hereinafter referred to as the Coordinator. The Grantee will confer regularly with the Coordinator on the progress of this project.
- **Payment:** Where applicable, the Department agrees to reimburse the Grantee for authorized expenditures upon verification of actual expenditures up to 90 percent of the grant amount. The Department will pay the final 10 percent upon project completion and final audit. Total payment under this grant is not to exceed the actual costs or **$10,000.00**, whichever is less. Initial request for payment shall be made by completing *Request for Grant Reimbursement, PR4121,* (additional forms are available from the address at the end of this agreement). All requests for payment must be submitted quarterly and received by the Department no later than the 15th of the month following the end of the quarter. A final request must be made by **October 15, 2018** . Requests for payment must include copies of invoices and cancelled checks for all expenditures.
- **Fiscal Control and Accounting Procedures:** In addition to the summary documentation submitted to the Department, the Grantee will maintain complete financial records. Documents required to be maintained for audit include: purchase orders, vouchers, authorized payments, and time records for individual employee(s) charged to this program. All financial records for this Grant will be retained by the Grantee until audit, or for a minimum of three (3) years, whichever is less. Records under audit will be retained until the audit is closed.
- **Procurement:** The Grantee will use their own procurement procedures provided they reflect applicable state and local laws and regulations, to include low bidder competition bid process, as applicable.
- **Prevailing Wage and Fringe Benefits:** Any sub-contractor performing work under this agreement must comply with the requirements of P.A. 166 of 1965.

- **Insurance:** The Grantee will add the State of Michigan, Department of Natural Resources, as an additional insured party on Grantee's liability insurance policy. Proof of liability insurance must be supplied to the State Trails Coordinator prior to the Department releasing any reimbursements for this grant.
- **Changes:** From time to time, changes may be needed in the scope or an extension of the project and the grant. All changes must be submitted in writing to the Coordinator and approved by the Department 45 days prior to September 30, 2017. Changes implemented prior to approval by the Department will not be eligible for reimbursement.
- **Audits:** The project and related reports are subject to audit by the Department. This may include both financial audits and site visits.
- **Hold Harmless:** Each party to this agreement will be responsible for its own negligent acts, including the acts of its officers, agents, and employees.
- **Right of Cancellation:** This grant agreement may be cancelled by either party upon giving thirty (30) days' written notice to that effect to the other party.

The individuals or officers signing on behalf of the parties to this Agreement certify by their signatures that they have read, understand and agree to comply with this Agreement, and have the authority to enter into this Agreement on behalf of the Grantee.

DEPARTMENT COORDINATOR

Printed Name: Paul Yauk Title: State Trails Coordinator

Signature: _____ Date: _____

GRANTEE'S REPRESENTATIVE(S)

Printed Name: Custer C. Carland Title: Chair, Board of Commissioners

Signature: Custer Carland Date: 9/12/17

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Please sign and return both copies to:

Non Motorized Grant Coordinator
PARKS AND RECREATION DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30257
LANSING MI 48909

A fully executed copy will be returned for Grantee's files to the address provided on page 1.

Attachment-Trailway Partnership Grants
Grant Number:RIF 2017-02-06
Grantee: Betsie Valley Trail Management Council—Betsie Valley Rail Trail

Scope Rules and Restrictions
Scope items are listed in the budget by category and must comply with the following rules and restrictions.

Contractual: All purchases must adhere to state and DNR purchasing guidelines. Example of contractual purchases are herbicide application. Future trail surface repair that will be contracted require cost estimates and additional funding allocated prior to work being done. Other contractual items not listed must have prior approval from Department contact.

Documentation including invoices, timesheets, pay rates, and copies of canceled checks are required at the time of request for reimbursement.

Salary and Wages/Equipment: For the portion of the maintenance that will be done in-house including; six all inclusive trail shoulder mowing, intersection mowing, sweeping and clear vision trimming, large branch and tree removal, litter clean-up and removal, and recording/reporting of trail repairs needed, and trail sign inventory and replacement (sign cost not included.) quarterly reports that include breakdown of work done will be submitted with reimbursement requests (monthly reimbursement requests may be provided). Other activities not listed must have prior approval by the Department contact.

Documentation including invoices, timesheets, pay rates, and copies of canceled checks are required at the time of request for reimbursement. Equipment use can be reimbursed with use calculated using MOOT Schedule C and providing equipment log copies showing equipment use hours etc.

Emergency safety projects: Includes projects like storm damage clean-up and wash-out repairs, and unforeseen tree removal. Grantee will notify Department contact once an emergency project has been identified.

Documentation including invoices, timesheets, pay rates, and copies of canceled checks are required at the time of request for reimbursement. Equipment use can be reimbursed with use calculated using MOOT Schedule C and providing equipment log copies showing equipment use hours etc.

Budget: All scope items listed in the budget must comply with the above rules and restrictions. All budget categories are not to exceed figures.

Scope Item Description	Category	Total Amount
Contractual	Contractual	
Salary and Wages	Salary and Wages	
Emergency Safety Projects	Salary and Wages or Contractual	
	GRAND TOTAL	$10,000.00

Department contact:
Non Motorized Grant Coordinator, (248) 634-9759, bennettk@michigan.gov
Rev.08-15-17 KB

SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM
CHECKLIST

This checklist is provided as a guide to assist you in the preparation of the application for P.A. 416 funding (FOR YOUR USE ONLY).

SHERIFF:	Task Completed
1. Review the Contract Conditions and Requirements (pages 4-9)	☐
2. Complete the Maintenance of Effort Base Data (page 11)	☐
3. Prepare the Methods and Procedures (page 12)	☐
4. Complete the Resolutions, Contracts, and Law Enforcement Plan (page 13)	☐
5. Complete the Equipment and Automotive Inventory (page 14)	☐
6. Prepare the Budget Detail (pages 15-18)	☐
7. Complete the Application Signature Page and Sign Item #18 (page 10)	☐
8. Deliver the Prepared Application to the Financial Officer	☐
FINANCIAL OFFICER:	
1. Review the Contract Conditions and Requirements	☐
2. Review the Maintenance of Effort Base Data	☐
3. Review the Methods and Procedures	☐
4. Review the Resolutions, Contracts, and Law Enforcement Plan	☐
5. Review the Equipment and Automotive Inventory	☐
6. Review the Budget	☐
7. Sign Item #25 on the Application Signature Page (page 10)	☐
8. Return the Application Package to the Sheriff	☐
SHERIFF:	
Deliver the Application to the Chairperson of the County Board	☐
CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS:	
1. Review the Contract Conditions and Requirements	☐
2. Review the Program Application for P.A. 416 funding (pages 10-18)	☐
3. Sign Item #10 on the Application Signature Page (page 10)	☐
4. Return the Application Package to the Sheriff	☐
SHERIFF:	
1. Review the Application for completeness	☐
2. Make one copy of the complete application to retain for your records	☐
3. Submit the original of the following documents to OHSP:	
a. Application and Contract Signature Page with original signatures (page 10)	☐
b. Maintenance of Effort (page 11)	☐
c. Methods and Procedures (page 12)	☐
d. Resolutions, Contracts, and Law Enforcement Plan (page 13)	☐
e. Equipment and Automotive Inventory (page 14)	☐
f. Budget—Detail and Narrative (pages 15-18)	☐

MAIL TO:

Michigan Department of State Police
Office of Highway Safety Planning
7150 Harris Drive
P.O. Box 30634
Lansing, Michigan 48909

DATE MAILED

_____

ORIGINAL SIGNATURE MAIL

SECTION C: SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM APPLICATION

I. Application and Contract Signature Page

This application is made under P.A. 416, as amended, in the amount and for the purpose set forth. On the basis of the information provided in this application and detailed budget submitted by the county, an award will be made to the county in the amount and for the period stated, and is subject to the Contract Conditions and Requirements. This agreement becomes effective as of the date county representatives are notified by OHSP.

We certify that the information contained in this application including, but not limited to, the Methods and Procedures and Budget Detail, is accurate to the best of our knowledge. We agree to comply with P.A. 416, the Contract Conditions and Requirements, Generally Accepted Accounting Principles, and OHSP policies with the understanding that failure to do so is cause for termination of the grant.

A. REQUESTOR INFORMATION

1. Applicant County	2. Federal Employer ID Number
BENZIE COUNTY	38-6004838
3. Fiscal October 1, 2017, to September 30, 2018	

B. CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS

4. Name	5. Telephone Number	
Custer C. Carland	231-882-0000	
6. Street Address	7. City	8. ZIP Code
448 Court Pl	Beulah	49617
9. State Agency with which County EEO is on file:		
10. Signature of Chairperson Custer C. Carland		11. Date 8/28/17

C. SHERIFF

12. Name	13. Telephone Number	14. Email Address
Sheriff Ted Schendel	231-882-4484	Tschendel@benzieco.net
15. Street Address	16. City	17. ZIP Code
505 S. Michigan Ave	Beulah	49617
18. Signature of Sheriff		19. Date

D. FINANCIAL OFFICER

20. Name	21. Telephone Number	
Michelle Thompson	231-882-0011	
22. Street Address	23. City	24. ZIP Code
448 Court Pl.	Beulah	49617
25. Signature of Financial Officer M Thompson		26. Date 8/24/17

E. PRIMARY CONTACT PERSON FOR SRP PROGRAM

27. Name and Title	28. Telephone Number
Troy Packard, Sergeant	231-882-4484
29. E-mail Address	30. Fax Number
TPackard@benzieco.net	231-882-5814

Only original signatures will be accepted

FOR OHSP USE ONLY

Date Application Received	Contract Number	
AUTHORITY: MCL 28.31, MCL 51.76, MCL 51.77, as amended	COMPLIANCE:	Voluntary; however, failure to complete will result in a denial of funding

II. Maintenance of Effort Base Data

County-Funded Deputies

Report the number of county-funded, full-time certified deputies employed by, or budgeted for, the sheriff's department as of the dates indicated below. The source of funding for the deputies (i.e., other grants, local contractual arrangements, etc.) is not a deciding factor in determining whether the county meets the maintenance of effort requirement. **Do not include P.A. 416-Funded Road Patrol Deputies.**

County-Funded, Full-Time Certified Deputies	1) As of 9/30/78	2) Current	3) Budgeted for Upcoming Fiscal Year (October 1 – September 30)
Total Number	4	12	12
Number Whose Primary Duty is Road Patrol	4	9	9

III. Methods and Procedures

INSTRUCTIONS: Indicate how your department will utilize the funds allocated by selecting each box that describes an activity engaged in by your county's SRP Deputies. If "other" is selected, provide a description of the activity. All activities must be allowable under the provisions of P.A. 416 and must be consistent with the submitted budget.

- [x] Patrol and monitor traffic violations on secondary roads.
- [x] Investigate crashes involving motor vehicles on secondary roads.
- [x] Provide emergency assistance to persons on secondary roads.
- [x] Enforce violations of criminal laws which are observed by or brought to the attention of the sheriff's department while patrolling secondary roads.
- [x] Enforce laws in state parks and county parks within the county.
- [x] Provide a vehicle inspection program.
- [x] Provide traffic safety information and education programs.
- [ ] Other (please describe) _____

- [ ] Additional Information:

IV. Resolutions, Contracts, and Law Enforcement Plan

A. List each city or village which has requested, by resolution, that the sheriff's department provides services within its boundaries. If none, note N/A.

Note: Include a copy of each resolution. If any new resolutions are adopted during the fiscal year, immediately forward a copy to OHSP.

Crystal Beach Cottager's Association

B. List each township, city, or village that contracts with the sheriff's department to provide law enforcement services. If none, note N/A.

**Note: Include a copy of each contract. If any new contracts are acquired during the fiscal year,
immediately forward a copy to OHSP.**

Lake Township
Village of Beulah

C. Include a copy of your most current Law Enforcement Plan with MSP for the unincorporated areas of the county.

Note: Law Enforcement Plans shall be updated at least every four years, following a sheriff's election.

ATTACHED

V. Equipment and Automotive Inventory

INSTRUCTIONS: List all equipment and automobiles purchased in full or in part with P.A. 416 funds.

QUANTITY	DESCRIPTION	SERIAL NUMBER	DATE PUT IN SERVICE OR PURCHASED	COST	DATE OF DISPOSAL	METHOD OF DISPOSAL	FAIR MARKET VALUE OR SALE PRICE AT DISPOSAL
1	X-26 Taser	X00194323	06/06	880			
1	Sig Rifle Case	n/a	10/31/14	100			
1	Sig 556 Rifle	KB003422	01/31/2015	701			
1	Sig Scope	CP4	02/28/15	172			
1	Taser X-26P	X13002PNR	07/31/15	1,018			
1	Stalker Radar	805002200	08/19/16	1,819			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			
				$			

VI. Budget Detail

INSTRUCTIONS: The budget must be completed in detail and shall only cover the period for which this application is made.

Note: Round to whole dollar amounts.

A. PERSONNEL

SALARIES AND WAGES			
POSITION TITLE	SALARY RATE	% OF TIME ON P.A. 416 ACTIVITIES	COST
Deputy Sheriff	$22.48	100%	$46,758
			$
			$
			$
			$
OVERTIME		100	$3,372
LONGEVITY		100	$530
		SUBTOTAL	$50,660

FRINGE BENEFITS		
FICA	PERCENT 7.65	$3,876
RETIREMENT	PERCENT Flat Rate	$14,080
HOSPITALIZATION	AVG/EMPLOYEE/MONTH $	$13,771
WORKERS COMPENSATION	RATE/$100 IN WAGES $50,660 x .0335 x 1.09	$1,850
OTHER INSURANCE (please identify) Dental	Annual	$1,447
Vision		$306
Cobra		$221
HRA		$2,700
Life Insurance, Disability		$495
	SUBTOTAL	$38,745
	TOTAL PERSONNEL	$89,406

B. AUTOMOTIVE EXPENSES

INSTRUCTIONS: The County may choose to account for Automotive Expenses using ONE of the two following methods: Actual Automotive Expenses OR Mileage Reimbursement. The same method must be used to account for the costs in the SRP general ledger accounts.

ACTUAL AUTOMOTIVE EXPENSES		
DESCRIPTION OF EXPENSE (Include fuel, maintenance, insurance, etc.)	RATE	COST
Fuel	1300 gallon x $3.45	4,485
Maintenance	100%	$600
Repairs	100%	$1500
		$
		$
	TOTAL AUTOMOTIVE EXPENSES	$6,585

OR

MILEAGE REIMBURSEMENT		
COUNTY COST PER MILE OF PATROL OPERATION	ESTIMATED MILES	COST
		$
		$
		$
		$
		$
	TOTAL AUTOMOTIVE EXPENSES	$

C. EQUIPMENT

Must include detailed description of equipment to be purchased

DESCRIPTION	QUANTITY	PURCHASE PRICE	COST
			$
			$
			$
		TOTAL EQUIPMENT	$

D. OPERATING EXPENSES

DESCRIPTION OF EXPENSE	RATE	COST
PRINTING/SUPPLIES	100%	$200
CLEANING/CLOTHING ALLOWANCE	100%	$600
TRAINING	$100	$1000
RADIO MAINTENANCE CONTRACTS	100%	$350
MISCELLANEOUS (describe)		$
	TOTAL OPERATING EXPENSES	$

TOTAL DIRECT COSTS (Personnel, Automotive, Equipment, and Operating)	$2150.00

E. INDIRECT COSTS

NOT TO EXCEED 5% OF TOTAL DIRECT COSTS	$

TOTAL PROJECT COSTS (Direct + Indirect)	$
STATE ALLOCATION	$

F. BUDGET NARRATIVE

INSTRUCTIONS: Provide a narrative justifying and detailing the basis for determining the cost of the items included in each budget category. INCLUDE CALCULATIONS THAT AREN'T APPARENT ON PREVIOUS PAGES. Additional pages may be attached as needed.

One full time Deputy Sheriff will be assigned to patrol secondary county roads within Benzie County.

The budget for wages and fringe benefits reflects the cost of providing a Deputy Sheriff according to the contract and standard county operating procedures.

The cost of automotive expenses is based on previous fuel gallons used for secondary road patrol. Maintenance and repairs is projected based on projected expenses on prior experience in fleet management.

Name and Title of Person Completing the Budget Troy Packard	231-882-4484
Email Address tpackard@benzieco.net	

LAW ENFORCEMENT PLAN

Secondary Road Patrol & Accident Prevention (SRP) Program

This Law Enforcement Plan is written pursuant to the provisions of the Public Act 416 of 1978, as Amended by Act 313 of the Public Acts of 1982, being sections 51.76 and 51.77 of the Michigan Compiled Laws. This Plan exists between the Benzie County Sheriff's Office and the Michigan Department of State Police (MSP) post at Cadillac as represented by the undersigned parties, and as referred to herein as the "Agencies."

The established principle of mutual cooperation and assistance between the two Agencies has served to enhance the level of law enforcement. It is, therefore, agreed between the Agencies that the following is the official policy with regards to patrolling roads within Benzie County.

1) The efficient, courteous, professional service to the public shall be the primary concern of both Agencies.
2) Both Agencies shall respond to any request for law enforcement services within their respective jurisdictions.
3) Whenever this Plan conflicts with an existing Central Dispatch Agreement, the Agreement shall take precedence.
4) When either Agency receives and emergency call, such as a personal injury accident or a crime in progress, and is unable to respond immediately because of unavailability of personnel or distance from the scene, the call shall be referred to the other Agency which may be better able to respond promptly.
5) When it can be expected that the other Agency can respond quickly, or be of assistance, it shall be the practice of both Agencies to promptly notify each other of all such emergency calls.
6) To the extent practical, the law enforcement officers of the Sheriff's Office who are assigned to the Secondary Road Patrol (SRP) program shall be directed to the county road system.
7) In those instances where county roads, because of geographic locations, are more accessible to the Michigan State Police, that Agency shall, to the extent practical, incorporate into their patrol schedules those areas in a manner necessary to meet the needs of the public.
8) In those instances where state trunk lines or freeways, because of geographic location, are more accessible to the Sheriff's Office, that Agency shall, to the extent practical, incorporate into their patrol schedules those areas in a manner necessary to meet the needs of the public.
9) Whenever unusual conditions exist which require increased law enforcement services in their respective jurisdictions, both Agencies shall cooperate to meet such needs.

This Plan shall be reviewed periodically by the administrative heads of the two Agencies, and revised as agreed upon by both Agencies. A copy of this Plan, signed by both Agencies, shall be forwarded to the Office of Highway Safety Planning.

Ted Schendel 3/30/17 — 3/30/17

Benzie County Sheriff · Date — MSP Post Commander — Date

Revised

SHERIFF PATROL AGREEMENT

AGREEMENT, made this 24th day of May 2017, between the County of Benzie (hereinafter designated "County"), the Benzie County Sheriff (hereinafter designated "Sheriff") and Lake Township, Benzie County, Michigan (hereinafter designated "Lake Twp.").

WITNESSETH

WHEREAS, Public Act 40 of 1967, as amended (MSA 5.916) (MCL 45.406) (CL=29 Section 1351) authorizes the Sheriff to appoint Deputy Sheriffs to protect private interests.

AND WHEREAS, PA 486, 1978, MCLA 45.401 CL=29 Section 1346, MSA 5.911 Section 1346, MSA 5.911 Section 1, provides that Counties pay the salaries of Sheriff Deputies in lieu of fees,

AND WHEREAS, PA 237.1919, MCLA 45.401: MSA 5.911 provides that all fees collected by the Sheriff shall be paid to the County,

AND WHEREAS, MCLA 45.3 CL 29 Section 1101, MSA 5.283, provides Counties may make all necessary contracts in relation to the property and concerns of the County.

AND WHEREAS, the Lake Twp., Benzie County, Michigan desires to enter into an agreement with the County for additional police protection by the Sheriff in the Twp. of Lake.

NOW, THEREFORE, in consideration of the premises and covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special patrol protection in the Township of Lake for enforcement of all State laws, subject to the terms and conditions hereinafter contained.

   In the aforesaid area to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist or as requested by the Lake Twp. Supervisor.

2. Within the limitations of available manpower, the Sheriff shall provide one Deputy for extra patrol.

3. The extra patrol shall be from as needs demand. The area of patrol shall be: M-22 Platte River Bridge and Birch Trail Rd. (Illegal parking in No Parking Zones and parking with two wheels on the road of Birch Trail impending traffic.) Lake Michigan Road including drive through Lake Twp. Parking lot. Deadstream Road from M-22 to Township limit near Miller's Resort Sign. Sutter Rd. and the complete Township.

4. Lake Twp., agrees to give the Sheriff a one (1) week notice of any additional time or change needed, subject to the limitation in paragraph 7.

5. All deputy patrols shall be supervised by a Command Officer.

6. A sworn Deputy Sheriff in full uniform shall operate all deputy patrols.

7. Lake Twp. shall reimburse the County of Benzie the sum Forty Five Dollars ($45.00) for each hour or part thereof for fractional hours; provided, however, the total amount of contract shall be three hundred ten hours (310) bringing the final total due to Thirteen Thousand Nine Hundred Fifty Dollars ($13,950.00). Lake Township agrees to pay 50% of the total agreement amount before services commence on June 16, 2017 and final payment by September 15, 2017.

8. The patrols shall begin on Memorial Day Weekend May 27th, 28th and 29th, 2017 then commencing for the summer on June 16th, 2017 through September 5th, 2017 weekends, or sooner, subject to the needs Lake Township.

9. The normal Sheriff's police protection shall be continued throughout the County and shall not be reduced as a result of the agreement contained herein, or as a result of additional police services provided herein.

10. The Deputies shall not be utilized by Lake Twp. for functions or duties other than those of a law enforcement or police protection nature.

11. All Deputies shall be sworn Deputy Sheriffs and be directly accountable to the Sheriff.

12. The Sheriff shall provide to Lake Twp. a periodic accounting of the hours, which the deputies have worked in accordance with this agreement.

13. Lake Twp. shall draft a check payable to the County of Benzie for Fifty Percent (50%) and shall forward that document to the Benzie County Sheriffs Office, 505 S. Michigan Ave, Beulah, Michigan 49617, after services have been rendered to Lake Township.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie: Custer C Carland , Chair Custer C Carland

Ted Schendel, Sheriff Ted Schendel

Lake Township Bill Robinson, Supervisor William L Robinson

SHERIFF PATROL AGREEMENT

Revised

AGREEMENT, made this 4th day of May 2017, between the County of Benzie (hereinafter designated "County"), the Benzie County Sheriff (hereinafter designated "Sheriff"), and the Village of Beulah, Benzonia Township, Benzie County, Michigan (hereinafter designated "Village of Beulah").

WITNESSETH

WHEREAS, Public Act 40 of 1967, as amended (MSA 5.916) (MCL 45.406) (CL=29 Section 1351) authorizes the Sheriff to appoint Deputy Sheriffs to protect private interests.

AND WHEREAS, PA 486, 1978, MCLA 45.401 CL=29 Section 1346, MSA 5.911 Section 1346, MSA 5.911 Section 1, provides that Counties pay the salaries of Sheriff Deputies in lieu of fees,

AND WHEREAS, PA 237.1919, MCLA 45.401: MSA 5.911 provides that all fees collected by the Sheriff shall be paid to the County,

AND WHEREAS, MCLA 45.3 CL 29 Section 1101, MSA 5.283, provides Counties may make all necessary contracts in relation to the property and concerns of the County.

AND WHEREAS, the Village of Beulah, Benzonia Township, Benzie County, Michigan desires to enter into an agreement with the County for additional police protection by the Sheriff in its Village proper.

NOW, THEREFORE, in consideration of the premises and covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special police protection on all village property and roads within the proper Village of Beulah, Benzonia Township, County of Benzie, Michigan for enforcement of all State laws, subject to the terms and conditions hereinafter contained.

Along the aforesaid route to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist or as requested by the Village of Beulah President.

2. Within the limitations of available manpower, the Sheriff shall provide one Deputy Sheriff up to Two (2) days a week, Four (4) hours a day with one being a Friday, one being a Saturday. Schedule for Holiday weekends is as follows:

A. July 4th weekend: July 1,2,3,4 2017 and will be 8-hour shifts. For a total of ~~Thirty-four~~ Thirty-Two (~~34~~ 32) hours.

B. Labor Day weekend: 2,3,4,5 2017 and will be 8-hour shifts. For a total of thirty-two (32) hours.

C. All other weekends are to be scheduled for 4 hours Fridays and Saturdays for a total of 8 other weekends is 64 hours. Plus an additional 8 hours covering the Beulah Art Fair.

D. Grand total for the summer scheduled hours will be 120 hours. Total amount due: 128 hours @$ 45.00 =$ 5,760.00

This schedule can be changed at the request of the Village of Beulah President.

3. All deputy patrols shall be between the hours of 6:00 pm and 4:00 am unless needs demand additional time changes.

4. The Village of Beulah agrees to give the Sheriff a one (1) week notice of any additional time or change needed, subject to the limitation in paragraph 7.

5. All deputy patrols shall be maintained by a deputy who is a certified police officer in accordance with the Michigan Commission on Law Enforcement Standards (MCOLES).

6. All deputy patrols shall be operated by a sworn Deputy Sheriff in full uniform.

7. The Village of Beulah shall reimburse the County of Benzie forty-five dollars ($45.00) for each hour or part thereof for fractional hours; provided, however, the total amount required to be paid shall not exceed the amount required for a total of 128 hours. The Village of Beulah agrees to pay in advance fifty percent (50%) of contractual amount prior to July 1, 2017 and the remaining balance by September 15, 2017.

8. The patrols shall commence on 7/1, 2017 and continue through September 5 or sooner, subject to the needs of the Village of Beulah.

9. The normal Sheriff's police protection shall be continued throughout the County and shall not be reduced as a result of the agreement contained herein, or as a result of additional police services provided herein.

10. The Deputy Sheriffs shall not be utilized by the Village of Beulah for functions or duties other than those of a law enforcement or police protection nature.

11. All Deputies shall be sworn Deputy Sheriffs, and be directly accountable to the Sheriff.

12. The Sheriff shall provide to the Village of Beulah a weekly accounting of the hours, which the deputies have worked in accordance with this agreement.

13. The Village of Beulah shall draft a check payable to the Benzie County Sheriff's Office and shall forward that document to the Benzie County Sheriff' s Office, 505 S. Michigan Ave., Beulah, Michigan 49617, after services have been rendered to the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie: Custer C Carland , Chair _____

Ted Schendel, Sheriff _____

Village of Beulah Dan Smith, President _____

SHERIFF PATROL AGREEMENT Revised

AGREEMENT, made this _26th__ day of May, 2017, between the County of Benzie (hereinafter designated "County"), the Benzie County Sheriff (hereinafter designated "Sheriff"), and, Crystal Beach Cottager's Association, Benzie County, Michigan (hereinafter designated "C.B.C.A.").

WITNESSETH

WHEREAS, Public Act 40 of 1967, as amended (MSA 5.916) (MCL 45.406) (CL=29 Section 1351) authorizes the Sheriff to appoint Deputy Sheriffs to protect private interests.

AND WHEREAS, PA 486, 1978, MCLA 45.401 CL=29 Section 1346, MSA 5.911 Section 1346, MSA 5.911 Section 1, provides that Counties pay the salaries of Sheriff Deputies in lieu of fees,

AND WHEREAS, PA 237.1919, MCLA 45.401: MSA 5.911 provides that all fees collected by the Sheriff shall be paid to the County,

AND WHEREAS, MCLA 45.3 CL 29 Section 1101, MSA 5.283, provides Counties may make all necessary contracts in relation to the property and concerns of the County.

AND WHEREAS, the C.B.C.A. desires to enter into an agreement with the County for additional police protection by the Sheriff on its premises.

NOW, THEREFORE, in consideration of the promises and covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special police protection from 1851 S. Shore East to 2744 S. Shore East, for enforcement of all State Laws, subject to the terms and conditions hereinafter contained.

   Along the aforesaid route to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the route based on where, in his professional judgment, the greatest hazards exist.

2. Within the limitations of available manpower, the Sheriff shall provide one Deputy Sheriff up to five (5) hours per week patrol time, the exact hours per day of the week to be decided by the Sheriff on the basis of his best professional judgment as regards hazard times.

2a. The Sheriff agrees that the C.B.C.A. patrol shall be assigned at least 90% of available time in assignment of <u>random stationary radar</u> traffic enforcement where speeding is most likely to occur when not responding or investigating complaints generated in patrol area.

3. All deputy patrols shall be between the hours of 8:00 AM and 9:00 PM unless needs demand additional time changes.

4. The C.B.C.A. agrees to give the Sheriff a one (1) week notice of any additional time or change needed, subject to the limitation in paragraph 7.

5. All deputy patrols shall be maintained by a deputy who is a certified police officer in accordance with the MI Commission on Law Enforcement Standards (MCOLES).

6. All deputy patrols shall be operated by a sworn Deputy Sheriff in full uniform.

7. The C.B.C.A. shall reimburse the County of Benzie Forty-Five Dollars ($45.00) for each hour or part thereof for fractional hours; provided, however, the total amount required to be paid shall not exceed: (__1,530.00_) the amount required for a total of _34__ hours. C.B.C.A. agrees to pay fifty percent (50%) $765.00 of the total proposed contract before service commences on July 1, 2017.

8. The patrols shall commence on July 1, 2017 and continue through August _13__, 2017, or sooner, subject to the needs of the C.B.C.A.

9. The normal Sheriff's police protection shall be continued throughout the County and shall not be reduced as a result of the agreement contained herein, or as a result of additional police services provided herein.

10. The Deputy Sheriffs shall not be utilized by the C.B.C.A. for functions or duties other than those of a law enforcement or police protection nature.

11. All Deputies shall be full-time Deputy Sheriffs, and be directly accountable to the Sheriff.

12. The Sheriff shall provide to the C.B.C.A. biweekly accounting of the hours, which the deputies have worked in accordance with this agreement. These biweekly reports shall include the applicable stationary radar hours so performed and in addition tickets and warnings issued. Billing for 2nd half shall be on or about August _31st_2017.

13. The C.B.C.A. shall draft a check payable to the County of Benzie and shall forward that document to the Benzie County Sheriff's Department, 505 S. Michigan Ave, Beulah, Michigan 49617, after services have been rendered to the C.B.C.A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie: Custer C.Carland, Chair Custer C. Carland

Ted Schendel, Sheriff Ted Schendel

James A. Martin - Chair, CBCA James A Martin

Food Services Contract

Benzie County Jail
505 S. Michigan Avenue
Beulah, MI 49617

This contract made and entered into this ____ day of July 2017, by and between the County of Benzie, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the Benzie County Sheriff (hereinafter referred to as the "Sheriff"), and Canteen Services of Northern MI, Inc., a Michigan Corporation, whose business address is 2259 Traversefield Drive, Traverse City, MI 49686 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County and the Sheriff desire to obtain the services of an independent contractor to provide food services at the Benzie County Jail, 505 S. Michigan Avenue, Benzie, MI 49617 (hereinafter referred to as the "Correctional Facility"), and

WHEREAS, the Contractor submitted a proposal to the County to provide food services at the Correctional Facility at a per meal rate price according to the following scale:

Average between 120 – 135 meals per day	$2.50 per meal	40 – 45 inmates
Average between 105 – 119 meals per day	$2.70 per meal	35 – 39 inmates
Average between 90 – 104 meals per day	$2.94 per meal	30 – 34 inmates
Average between 75 – 89 meals per day	$3.30per meal	25 – 29 inmates
Average between 69 – 74 meals per day	$3.52 per meal	23 – 24 inmates
Average between 60 - 68 meals per day	$3.80 per meal	20 – 22 inmates
Average between 51 - 59 meals per day	$4.29 per meal	17 – 19 inmates
Average between 42 - 50 meals per day	$4.94 per meal	14 – 16 inmates

Average meal pricing will be based on average daily meal counts from the current billing period.

WHEREAS, the County accepts the Contractor's offer, subject to the terms and conditions of this contract.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

I. Statement of Work

The Contractor shall undertake, perform and complete the following services:

A. Kitchen Operations

The Contractor shall be responsible for the overall operations of the kitchen facilities within the correctional facility. Specifically, the Contractor shall be responsible for:

1. Menu development and supervision, including periodic review by a registered dietitian in accordance with the requirements of the Michigan Department of Corrections.

2. Maintain appropriate supervision.

3. Employment of appropriate staff.

4. Purchase of foods and supplies.

5. Cleanliness of kitchen and equipment.

6. Meeting requirements of the Michigan Department of Corrections, Michigan Department of Community Health, and the Michigan Public Health Code.

B. Inmate Food Services

Prepare and serve three (3) meals per day for each day of the calendar year. Meals are to be available at times specified by the Sheriff, and are to meet all standards of the Michigan Department of Corrections and the Michigan Department of Community Health.

Post and endeavor to adhere to a four (4) week menu. Necessary changes in the menu shall be submitted in writing to the Jail Administrator.

Provided meals shall be appropriate for the specific time of day, and pass a periodic review by a registered dietitian, provided by the Contractor.

Prepare meals meeting special diets as required by the Jail Medical Section and communicated through the Jail Administrator.

Design a system to provide sack lunches for inmates assigned to work release, or other special assignments.

Meet other special requests or conditions coordinated through the Jail Administrator.

C. Duration: This contract shall remain in effect for a term of 36 months, Commencing on October 1, 2017 and terminating on September 30, 2020, Subject to termination as provided elsewhere in this agreement.

D. Food Items under Governmental Commodities Federal Agreement

The Sheriff and County shall assist the Contractor with the maintenance of the Federal Agreement to receive food items under the Governmental Commodities.

E. Contractor's Proposal

The services to be provided by the Contractor are more fully set forth in the Contractor's proposal, a copy of which is attached to this Contract labeled "Attachment A". The Attachment A Proposal is incorporated by reference into this Contract and made part hereof. In the event there is any conflict between the terms of this Contract and the Attachment A Proposal, the terms of this Contract shall prevail.

II. Kitchen Equipment/Facilities

The Contractor shall be entitled to use all County-owned equipment in the Correctional Facilities Kitchen. The County shall provide appropriate utilities for the operation of these facilities.

The Contractor shall provide additional equipment that it requires to perform its services, at the Contractor's expense.

The County shall be responsible for any repair of County-owned equipment, except in a case of obvious neglect or of willful misuse by the Contractor. In the event repairs of County-owned equipment are required due to the neglect or willful misuse by the Contractor, the Contractor shall repair and/or replace such equipment at the Contractor's own expense.

The Contractor shall be responsible for any repair of Contractor-owned equipment, except in those cases of obvious neglect or willful misuse by the County.

The County shall provide all eating trays and utensils, cups, bowls, coffee pots, etc. involved in the food service program.

The Contractor shall clean and sanitize all trays, utensils, cups, bowls, coffee pots, etc. and the kitchen area.

III. Security Restrictions

In as much as the Correctional Facility is a secure institution, the Contractor will be expected to adhere to the following:

A. Follow all security rules of the Correctional Facility.

B. Coordinate any changes in operation, prior to occurrence with the Sheriff, Undersheriff, Jail Administrator, or at a minimum, the senior Corrections Officer on duty.

C. Submit names, dates of birth, and driver's license number of all employees who may work in the food service operation.

1. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Correctional Facility.

IV. Inmate Workers

The Sheriff shall provide a minimum of 2 inmate worker(s) to assist the Contractor with all duties related to food preparation, serving, and kitchen clean up.

V. Administration

The Contractor shall identify to the County and the Sheriff the following person within their operations:

1. Contract Administrator
2. Kitchen Supervisor

The Sheriff shall serve as the County's Contract Administrator for the kitchen and inmate meal services operation.

It is expected that the employees of the Sheriff's Department and the Contractor shall maintain an open working relationship.

VI. Compensation

The Contractor shall bill the County on a monthly basis for all inmate meals served (including sack lunches) within the Correctional Facility.

Costs for all incidental items associated with the food service operation (condiments, hairnets, gloves, coffee, etc.) shall be included in the price per meal cost.

The per meal rate shall be as stated on page 1 of this Agreement.

Payment under this contract shall be made no more frequently than once monthly to the Contractor by the County upon receipt and approval by the Sheriff of the Contractor's billing statement for all meals served within the Correctional Facility since the issuance of the last billing statement.

Contractor's billings should be mailed to the County's Sheriff or to such other person(s) as the County may designate.

All bills received and approved by the County shall be processed and paid in accordance with the County's procedure for payment of accounts payable.

With advance approval of the Sheriff, the Contractor may utilize the kitchen facilities for other than contract purposes where such use will prove to be mutually beneficial to all parties of the contract.

VII. Project Control and Reports

The Contractor shall carry out the services required by this contract under the review of the Sheriff and/or his designated representatives and the person(s) designated by the County's Board of Commissioners. The Jail Administrator shall have authority over the Correctional Facility's kitchen area.

Although there shall be continuous liaison with the Contractor's team, the Sheriff and the person(s) designated by the County's Board of Commissioners will meet as needed with the Contractor's Food Director for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

VIII. Accounting Procedures

The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this contract can be readily ascertained and expenditures verified therefrom.

IX. Maintenance of Records

The Contractor shall keep and maintain records and documents covering the services rendered and expenditures made pursuant to this contract for not less than three (3) years after termination of this contract. If an audit of such records is initiated prior to the expiration of the three (3) year period, and extends past that period, all records and documents shall be maintained until the audit is completed.

X. Information and Reports

The Contractor shall prepare and submit to the County's Board of Commissioners and/or Sheriff such information and/or reports regarding the services being provided under this contract, which either may request. Such information or reports shall be submitted to the requesting party within ten (10) business days from the date of the Contractor's receipt of the request.

XI. Access to Books, Documents, Papers, and Records

All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders, and contracts of the Contractor relating to the services to be performed by the Contractor under this contract shall be open to inspections during the County's regular working hours by the County through its representatives. Refusal to allow the County's representatives access to and/or copies of said books, documents, papers and records shall constitute a material breach of this contract and grounds for termination. In addition, the County, through its representatives, shall be entitled, at the County's option, to conduct audits of all books, documents, papers and records pertaining to the services required by this contract.

XII. Applicable Law and Venue

This Contract shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for a legal or equitable action under this Contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event any action is

brought under this Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

XIII. Nondiscrimination

The Contractor, as requires by law, shall not discriminate against a person to be served or 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, sex, height, a disability that is unrelated to the individual's ability to perform duties of a particular job or position, weight or marital status.

The Contractor shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended.

2. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated thereunder.

4. The Americans with Disabilities Act of 1990, P.L. 101-327, 104 Stat. 328 (42 USCA §12101 et. seq.), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this contract.

XIV. Compliance with the Law and Policies, Rules and Regulations of the Sheriff's Department and Correctional Facility

The Contractor, and the personnel it assigns to the Correctional Facility, shall provide the services to be performed under this contract in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor and the personnel is assigns to the Correctional Facility shall also comply with all applicable policies, rules and regulations of the Sheriff's Department and the Correctional Facility.

XV. Independent Contractor

It is expressly understood and agreed that the Contractor is an independent contractor. The employees, agents and subcontractors of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants and agents of the County or the Sheriff. The Contractor's employees, agents and subcontractors shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation and/or sick leave or longevity. The Contractor shall be responsible for payment of all compensation due and owing its officers, employees, agents and subcontractors for services they have performed under this contract and for the withholding and payment of all applicable taxes, including, but not limited to,

income and Social Security taxes to the proper Federal, State and local governments. The Contractor shall carry worker's disability compensation insurance coverage for its employees, as required by law.

XVI. Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the Sheriff, their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceeding, court costs, and attorney feed resulting from any acts, omissions or negligence of the Contractor, its officers, employees, agents and subcontractors that may arise out of this Contract. The Contractor's responsibilities to the County and Sheriff as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this contract.

XVII. Liability Insurance

During the duration of this contract, the Contractor shall maintain the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall also be with insurance companies acceptable to the County, and who have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

1. Worker's Disability Compensation Insurance including Employers' Liability Coverage, as required by law.

2. Commercial General Liability Insurance on an "occurrence basis" covering its activities under this contract with limits of liability of not less than $1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; and (4) Broad Form General Liability Endorsement or equivalent.

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than $500,000.00 per occurrence combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

4. The Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall include the following as "Additional Insured's." County of Mason, all elected and appointed officials, employees and agents.

All insurance policies providing the insurance coverage required above shall include and endorsement stating the following: "It is understood and agreed that thirty (30) days advance Written Cancellation Notice, Non-Renewal, Reduction and/or Material Change shall be sent to the Mason County Administrator.

The Contractor shall provide to the County prior to commencing performance of services under this contract and each year in which this contract is in effect with certificates of insurance showing its possession of the insurance required in this section.

XVIII. Term of Contract and Termination

This Contract shall commence on October 1, 2017 and shall continue through September 30, 2020, at which time this Contract will terminate.

Notwithstanding any other provisions in this Contract to the contrary, the County may terminate this Contract at any time, with cause, upon not less than sixty (60) days prior written notice to the Contractor. In the event this Contract is prematurely terminated as set forth herein, the Contractor shall be compensated for all services performed under this Contract up to the effective date of termination in accordance with Section VI.

XIX. Waivers

No failure or delay on the part of either of the parties to this Contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XX. Modifications, Amendments or Waivers of Provisions of the Contract

Modifications, amendments or waivers of any provision of this Contract may be made only by the mutual written consent of the authorized representatives of both the County and the Contractor.

XXI. Assignment

The Contractor shall not assign or otherwise transfer its duties and/or obligations under this Contract.

XXII. Disregarding Titles

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting and of the provisions of this Contract.

XXIII. Complete Contract

This Contract and Attachment A contain all the terms and conditions agreed upon by the parties hereto, and no other contracts or agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof, shall have any validity or bind any of the parties hereto.

XXIV. Invalid Provisions

If any clause or provision of this Contract is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of

the remainder of this Contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Contract, this Contract shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

XXV. Certification of Authority to Sign Contract

The persons signing on behalf of the County and the Contractor certify be their signatures that they are duly authorized to sign this Contract on behalf of the parties they represent and that this contract has been authorized by such party.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto has fully executed this Contract on the day and year first above written.

COUNTY OF BENZIE

Custer Carland Date: 9/12/17

Custer Carland, Chair
Benzie County Board of Commissioners

_____ Date:_____

Ted Schendel, Sheriff
Benzie County

CANTEEN SERVICES OF NORTHERN MICHIGAN, INC.

_____ Date:_____

Robert F. Oliverius, General Manager

ATTACHMENT A

RESPONSIBILITIES OF CONTRACTOR AND JAIL

	CONTRACTOR	JAIL
Food Costs	X	
Labor Costs	X	
Trustee Labor		X
Paper Goods	X	
Cleaning Supplies	X	
Uniforms	X	
Phone - Local	X	
Phone - Long Distance	X	
Expendable Replacements		X
Interest On Late Payments		X
Employee Insurance	X	
General Liability	X	
Jail Facility Liability		X
Heavy Cleaning (Hoods, Ducts, Fans, "Filters")		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire System		X
Light Cleaning (Daily)	X	
Sack Lunch Program	X	
Recordkeeping	X	
Equipment Replacement		X
Starting Expendable Inventory		X

Dawn Olney

From: Dick Figura <rfigura@figuralaw.com>
Sent: Monday, August 28, 2017 11:01 AM
To: Dawn Olney
Cc: Mitch Deisch
Subject: Blag Auth - Amendment to Articles of Incorporation
Attachments: NOTICE OF ADOPTION OF AN AMENDMENT TO.docx; Amended Article V.docx; Clerk Certificate.docx

Dawn,

Attached are the documents necessary to finalize the amendment to the articles of incorporation of the Building Authority.

Let me know if you have any questions.

Dick

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

Working for a better community through law

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

Amendment of Article V
Articles of Incorporation
Benzie County Building Authority

Article V of the Articles of Incorporation of the Benzie County Building Authority is hereby amended to read as follows:

ARTICLE V. COMMISSION

Section 1. The Authority shall be directed and governed by a governing body consisting of three members known as the "Commission". Each member of the Commission shall be appointed ~~**by the Chairman of the Board of Commissioners of Benzie County and approved**~~ by a majority of the Board **of Commissioners** present and voting at a lawfully held meeting of the Board. No member of the Board shall be eligible for membership or appointment to the Commission.

Section 2. The first members of the Commission appointed shall serve a term ending December 31, 1990. Each member of the Commission appointed thereafter shall serve a three-year term, Except for the first members appointed by the Board and any member appointed to fill a vacancy as provided in these Articles of Incorporation, the three-year term of each member shall commence on January 1 and expire on December 31 of the second year following the year during which such term begins.

Section 3. The Benzie County Treasurer (the "Treasurer") if she is not an appointed member of the Commission shall serve as an ex-officio member without a vote; the Treasurer shall keep all books and records of account for the Authority. The County Clerk shall act as Deputy-Secretary of the Commission without a vote.

Section 4. Vacancies on the Commission occurring for any reason (including vacancies resulting from an increase in the number of members of the commission by amendment of these Articles of Incorporation) shall be appointed ~~**by the Chairman of the Board of Commissioners of Benzie County and approved**~~ by a majority of the **Board of Commissioners** present and voting at a lawfully held meeting of the Board. Any member appointed to fill a vacancy on the Commission shall serve for the unexpired term of the members of the commission remaining in office at the time such appointment is made.

Section 5. The commission shall designate one of its members as Chairperson of the Authority and one of its members as Secretary of the Authority, each to be designated for such term in office as may be fixed by the Commission.

Section 6. The Chairperson shall preside at meetings of the Commission; shall sign and execute all authorized bonds, contracts, checks and other obligations in the name of the Authority when so authorized by the Commission; and do and perform such other duties as may be fixed by the bylaws and from time to time assigned to the Chairperson by the Commission. The Chairperson may cause his or her facsimile signature to be affixed to bonds issued by the Authority and any interest coupons attached thereto, if so authorized by resolution of the Authority.

Section 7. The Secretary shall keep the minutes of all meetings of the Commission, and of all committees thereof, in books provided for that purpose; shall attend to the giving, serving, and receiving of all notices on behalf of the Authority; may sign, with the Chairperson in the name of the authority, all contracts and bonds, if so authorized by the Commission; and when so ordered, shall affix the seal of the Authority thereto if a seal has been adopted. The secretary may cause his or her facsimile signature to be affixed to bonds and any interest coupons attached thereto, if so authorized by resolution of the Authority. The Secretary shall preside at meetings of the Commission in the absence of the Chairperson and in general perform all the duties incident to the office of Secretary.

Section 8. The treasurer of the Authority shall be the Benzie County Treasurer so long as he or she shall hold such office. The Treasurer may be but need not be a member of the Commission. The Treasurer shall have custody of all the funds and securities of the Authority which may come into his or her hands. When necessary or :i;iropet, the Treasurer shall endorse proper for collection on behalf of the Authority, checks, notes and other obligations and deposit them to the credit of the Authority in banks or depositories designated by the Commission; shall sign all receipts and vouchers for payments made to the Authority; shall jointly, with such other officer as may be designated by the Commission, sign all instruments of the Authority when so ordered by the commission; shall render a statement of the Authority's cash accounts when required by the commission; shall keep full and accurate accounts of all monies received and paid by the Treasurer on account of the Authority; and shall at all reasonable times exhibit his or her books and accounts to the Commission, or any member thereof, when so requested.

Section 9. The Treasurer shall perform all acts incidental to the position of Treasurer filred by the bylaws and as assigned from time to time by the commission. The Treasurer shall be bonded for the faithful discharge of his or her other duties as Treasurer, the premium to be paid by the Authority. Officers of the Authority and members of the Commission shall receive the same amount of per diem and mileage payments as are fixed by the Board of Commissioners for the Board of Commissioners.

Section 10. The Commission or any of its members may be removed from office for cause by an affirmative majority vote of the Board.

Section 11. The books and records of the Authority, the Commission and officers and agents thereof shall be open to inspection and audit by the Board at all reasonable times. The Authority shall submit an annual report to the Board.

Section 12. The Commission shall adopt and may amend bylaws and rules of procedure in accordance with the provisions of Act 31.

Section 13. The Commission may adopt a seal.

Dated: August __, 2017

_____
Coury Carland
Chairperson

Dated: August __, 2017

_____
Dawn Olney
County Clerk

CERTIFICATION

The foregoing amendment to the articles of incorporation was adopted by the Board of Commissioners for Benzie County, Michigan, at a special meeting held on the 15th day of August, 2017.

_____
Dawn Olney
County Clerk

Benzie County
Office Of Emergency Management
7th Region 7 Homeland Security

Memorandum

To: Coury Carland, Chair
Benzie County Board of Commissioners
From: Frank Post, Emergency Management Coordinator
Date: September 1, 2017
Subject: 2017 Emergency Management Grant Program (EMPG)Approval

Attached is a copy of the 2017 EMPG grant for the fiscal year 2016/17. If you approve this, we will be reimbursed for 35.69% of the wages and benefits of the Emergency Management Coordinator position in Benzie County. This award is for $18,699.00. The last few years there has been a supplemental award that has will move the percentage up to 40% to 42% and we received additional dollars at the end of the year because the state had excess FEMA funds to distribute.

The program is limited to 50% of wages and benefits.

GRANT PROCESS
The EMPG program starts with the approval of a Work Agreement. This puts MSP EMHSD on notice that we will be applying for funding for our Emergency Management Position as well as putting the County on notice as to the performance requirements for funding. The Board of Commissioners approved that Work Agreement in early October 2016. Every quarter thereafter and throughout the fiscal year I submitted reports to the District Emergency Management Coordinator for the Michigan State Police. They review the progress of compliance and approve the document going forward.

Toward the end of the performance period we receive a Grant Agreement (the document under consideration) which outlines specifically what the funding is expected to be a formal agreement that the county will substantially achieve the goals outlined in the Work Agreement. This is the document that specifically requests reimbursement for the wages and benefits of the Emergency Management Coordinator Position paid during the performance period.

RECOMMENDATION
It is my recommendation that Benzie County Board of Commissioners approve the 2017 EMPG application and authorize the Chair and Emergency Management Coordinator sign on behalf of the county.

RECEIVED
SEP 01 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

RICK SNYDER
GOVERNOR

COL. KRISTE KIBBEY ETUE
DIRECTOR

August 16, 2017

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2017 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office at the following address:

Attn: Ms. Sara Long
Emergency Management and Homeland Security Division
Michigan Department of State Police
PO Box 30634
Lansing, Michigan 48909

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. In order to remain eligible for EMPG funding, current and adequate plans must be maintained and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management and Homeland Security, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. As a recipient of funding from the U.S. Department of Homeland Security, you are responsible for the management and fiscal control of all funds. These responsibilities include accounting for receipts and expenditures, maintaining adequate financial records, and refunding expenditures disallowed by federal or state audit. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2017 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than November 1, 2017**. If this requirement is not met, this grant agreement will be invalid after November 1, 2017, unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Chris A. Kelenske

Capt. Chris A. Kelenske, Commander
Deputy State Director of Emergency Management
and Homeland Security

Enclosures (8)

State of Michigan
FY 2017 Emergency Management Performance Grant
Grant Agreement

October 1, 2016 to September 30, 2017

CFDA Number: 97.042
Grant Number: EMC-2017-EP-00001

This Fiscal Year (FY) 2017 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF BENZIE
(hereinafter called the Subrecipient)

Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency

The FY 2017 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2017 EMPG program supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2017 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2017 EMPG Notice of Funding Opportunity (NOFO) located at http://www.fema.gov/grants.

II. Statutory Authority

Funding for the FY 2017 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2017*, (Pub. L. No. 115-31).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2017 EMPG Notice of Funding Opportunity located at http://www.fema.gov/grants; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended.

The Subrecipient shall also comply with the most recent version of:

A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.

B. 44 CFR, Part 10, *Environmental Considerations.*

III. Award Amount and Restrictions

A. The **County of Benzie** is awarded **$18,699** under the **FY 2017 EMPG**. The Recipient determined the Subrecipient's EMPG allocation as 35.69% of the Subrecipient's local emergency manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).

B. The FY 2017 EMPG covers eligible costs from October 1, 2016 to September 30, 2017. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. For guidance on allowable costs, please refer to the FY 2017 EMPG NOFO, specifically Appendix B.

C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for M&A costs.** No other expenditures are allowed. **If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.**

D. The FY 2017 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

   The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

   See the FY 2017 EMPG NOFO for additional cost share guidance, definitions, basic guidelines, and governing provisions.

E. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) and the FEMA Professional Development Series (PDS) and record proof of completion. All EMPG funded personnel must also participate in no less than three exercises in a 12 month period.

   EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements will be provided by the Recipient.

F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.

G. In the event that DHS determines that changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2017 EMPG NOFO, located at: www.fema.gov/grants; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2017 Emergency Management Performance Grants, included with the grant agreement package for reference;* and the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications.

C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
   1. Standard Assurances
   2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
   3. Audit Certification (EMD-053)
   4. Request for Taxpayer Identification Number and Certification (W-9)
   5. Other documents that may be required by federal or state officials

D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2017 EMPG Work Agreement/Quarterly Report (EMD-31).

E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

F. Appoint an emergency management program manager who is able to assume responsibility for the following functions:
   1. Development and maintenance of programs and systems for effective coordination of community resources in each of the five mission areas: prevention, protection, mitigation, response, and recovery.
   2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled Individuals with Disabilities in Emergency Preparedness and the *Rehabilitation Act of 1973* are being addressed. Further information on disability emergency preparedness programs can be found at http://www.disability.gov.
   3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
   4. Exercising the emergency operations plan of the jurisdiction.
   5. Emergency management training.
   6. Response and recovery from natural and man-made hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
   7. Promoting public awareness of hazards and encouraging family and individual preparedness.
   8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
   9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator.
   10. Identify and prioritize needs while simultaneously addressing issues of state and national concern through implementation of the National Preparedness System and the integration of preparedness efforts that build, sustain, and deliver the core capabilities necessary to achieve the National Preparedness Goal of a secure and resilient nation.

G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.

H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.

I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP) and conduct exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP), to accomplish this goal.

   Specific requirements are as follows:
   1. Exercises must be conducted by the Subrecipient at least annually.
   2. Exercises must comply with the Subrecipient's annual EMPG Work Agreement.
   3. The Subrecipient must submit a three-year exercise plan worksheet reflecting upcoming training events and exercises which are to be included in the annual state multi-year Training and Exercise Plan.
   4. An After Action Report/Improvement Plan (AAR/IP) shall be completed for each exercise and submitted to the Michigan State Police (MSP), Emergency Management and Homeland Security Division (EMHSD) State Exercise Officer.

J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.

K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.

L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter, as identified in FY-2017 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the District Coordinator.

M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
   1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   3. Non-federal organizations which expend $750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.

N. Complete federally-mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and Department of Homeland Security (DHS) program specific reporting requirements.

O. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on pages 1.

V. Responsibilities of the Recipient

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

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

A. The Subrecipient agrees to prepare quarterly work reports using the FY 2017 EMPG Work Agreement/Quarterly Report (EMD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities.

B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.

C. A Subrecipient that fails to complete the annual exercise requirement, as scheduled within the FY 2017 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.

D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension of grant funding.

E. Reporting periods and due dates are listed in the FY 2017 EMPG Work Agreement/Quarterly Report (EMD-31) located at www.michigan.gov/emhsd under Grants Programs & Publications.

VII. Payment Procedures

A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter, as identified in FY-2017 Emergency Management Report Schedule. <u>The most current EMD-007 form must be used</u> and can be obtained from the District Coordinator.

B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

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

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

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2016 to September 30, 2017. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

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

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
D. Failure to follow grant agreement requirements or special conditions.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other reports or documents.

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act (FOIA)

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

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Benzie County
Subrecipient Name

15-193-0112
Subrecipient's DUNS Number

For the Chief Elected Official

Custer C. Carland
~~XXXXXXXXXXXXXX~~
Printed Name

Chair, Board of Commissioners
Title

Signature

9/12/17
Date

For the Local Emergency Manager

Frank Post
Printed Name

Emergency Management Coordinator
Title

Signature

9/1/17
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Chris A. Kelenske, Commander
Printed Name

Deputy State Director of Emergency Management and Homeland Security
Title

Signature

8/31/17
Date

BENZIE COUNTY
RECYCLING SITE LEASE

This lease is entered into as of the 1st day of January, 2018, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 ("County") and Richard Rineer, 404 Parkview Lane, Frankfort, Michigan 49635 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at 404 Parkview Lane, Frankfort, Michigan ("Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2018 and terminating on December 31, 2019.

3. Rent.

No rent is paid throughout the Term of this Lease.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes 24 hours per day, 7 days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere, or to cause an interference in access to the Leased Premised for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers (seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Notices.

Whenever it is necessary for one party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:	The County:
Richard Rineer 404 Parkview Lane Frankfort, MI 49635	County Administrator 448 Court Place Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

12. Termination.

This Lease may be terminated by either party for cause, including breach of the Lease terms, by giving the other party 30 days written notice of such termination. Upon of this Lease whether by notice under this paragraph or by the expiration of the Lease Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

13. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

_____

Richard Rineer
Property Owner

Date:_____

BENZIE COUNTY

Custer Carland

Custer C. Carland, Chairman
Benzie County Board of Commissioners

Date: 9-12-2017

BENZIE COUNTY
RECYCLING SITE LEASE

This lease is entered into as of the 1st day of January, 2018, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 ("County") and Almira Township, 7276 Ole White Drive, Lake Ann, Michigan 49650 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at 7276 Ole White Drive, Lake Ann, Michigan ("Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2018 and terminating on December 31, 2019.

3. Rent.

No rent is paid throughout the Term of this Lease.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes 24 hours per day, 7 days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere, or to cause an interference in access to the Leased Premised for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers (seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Notices.

Whenever it is necessary for one party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

Mark E. Roper
Supervisor, Almira Township
7276 Ole White Drive
Lake Ann, MI 49650

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

12. Termination.

This Lease may be terminated by either party for cause, including breach of the Lease terms, by giving the other party 30 days written notice of such termination. Upon of this Lease whether by notice under this paragraph or by the expiration of the Lease Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

13. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

Mark E. Roper
Almira Township Supervisor

Date: 9/11/17

BENZIE COUNTY

Custer C. Carland, Chairman
Benzie County Board of Commissioners

Date: 9/12/17

BENZIE COUNTY
RECYCLING SITE LEASE

This lease is entered into as of the 1st day of January 2018, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 ("County") and The Village of Thompsonville, located at the DPW Maintenance Building property at 7458 Michigan St. Thompsonville, Michigan 49683 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at 7458 Michigan St., Thompsonville, Michigan ("Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2018 and terminating on December 31, 2019.

3. Rent.

No rent is paid throughout the Term of this Lease.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes 24 hours per day, 7 days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere, or to cause an interference in access to the Leased Premised for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers (seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Notices.

Whenever it is necessary for one party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

President
The Village of Thompsonville
7458 Michigan St.
Thompsonville, MI 49683

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

12. Termination.

This Lease may be terminated by either party for cause, including breach of the Lease terms, by giving the other party 30 days written notice of such termination. Upon of this Lease whether by notice under this paragraph or by the expiration of the Lease Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

13. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

_____

Eugene Allen President
Village of Thompsonville

Date:_____

BENZIE COUNTY

Custer Carland

Custer C. Carland, Chairman
Benzie County Board of Commissioners

Date: 9-12-2017

BENZIE COUNTY
RECYCLING SITE LEASE

This lease is entered into as of the 1st day of January, 2018, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 ("County") and The Village Of Beulah, located at Village Property, Municipal Parking Lot, Beulah, Michigan 49617 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at the Village of Beulah Municipal Parking Lot, Beulah, Michigan ("Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2018 and terminating on December 31, 2019.

3. Rent.

No rent is paid throughout the Term of this Lease.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes 24 hours per day, 7 days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere, or to cause an interference in access to the Leased Premised for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers (seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Notices.

Whenever it is necessary for one party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:	The County:
President Village of Beulah Beulah, MI 49617	County Administrator 448 Court Place Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

12. Termination.

This Lease may be terminated by either party for cause, including breach of the Lease terms, by giving the other party 30 days written notice of such termination. Upon of this Lease whether by notice under this paragraph or by the expiration of the Lease Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

13. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

_____

Dan Smith, President
Village of Beulah

Date:_____

BENZIE COUNTY

Custer C. Carland

Custer C. Carland, Chairman
Benzie County Board of Commissioners

Date: 9-12-2017

BENZIE COUNTY
RECYCLING SITE LEASE

This lease is entered into as of the 1st day of January, 2018, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 ("County") and Tom Freeman, Freeman Family Enterprises, 1579 Benzie Highway, Benzonia, Michigan 49616 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at 1579 Benzie Highway, Benzonia, Michigan ("Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2018 and terminating on December 31, 2019.

3. Rent.

No rent is paid throughout the Term of this Lease.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes 24 hours per day, 7 days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere, or to cause an interference in access to the Leased Premised for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers (seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Notices.

Whenever it is necessary for one party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

Mr. Tom Freeman
Vice President of Operations
Freeman Family Enterprises
1579 Benzie Highway
Benzonia, MI 49616

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

12. Termination.

This Lease may be terminated by either party for cause, including breach of the Lease terms, by giving the other party 30 days written notice of such termination. Upon of this Lease whether by notice under this paragraph or by the expiration of the Lease Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

13. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

_____

Mr. Tom Freeman
Vice President of Operations
Freeman Family Enterprises

Date: _____

BENZIE COUNTY

Custer Carland

Custer C. Carland, Chairman
Benzie County Board of Commissioners

Date: 9-12-2017

BENZIE COUNTY
RECYCLING SITE LEASE

This lease is entered into as of the 1st day of October, 2017, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 ("County") and Homestead Township, 11508 Honor Highway, Honor Michigan, 49640 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at 11548 Honor Highway, Honor, Michigan 49640 ("Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years and 3 months, commencing on October 1st, 2017 and terminating on December 31, 2019.

3. Rent.

No rent is paid throughout the Term of this Lease.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes 24 hours per day, 7 days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere, or to cause an interference in access to the Leased Premised for recycling purposes by the County and by the general public.

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Notices.

Whenever it is necessary for one party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:	The County:
Supervisor, Homestead Township 11508 Honor Highway Honor, MI 49640	County Administrator 448 Court Place Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

12. Termination.

This Lease may be terminated by either party for cause, including breach of the Lease terms, by giving the other party 30 days written notice of such termination. Upon termination of this Lease whether by notice under this paragraph or by the expiration of the Lease Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

13. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

_____

Shannon Purchase
Homestead Township Supervisor

Date:_____

BENZIE COUNTY

Custer Carland

Custer C. Carland, Chairman
Benzie County Board of Commissioners

Date: 9-12-2017

BENZIE COUNTY
RECYCLING SITE LEASE

This lease is entered into as of the 1st day of January, 2018, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 ("County") and The Benzie County Central Board of Education, property located at Lake Ann Elementary School, 19375 Bronson Lake Road, Interlochen, Michigan 49643 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at the Lake Ann Elementary School, 19375 Bronson Lake Road, Interlochen, Michigan ("Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2018 and terminating on December 31, 2019.

3. Rent.

No rent is paid throughout the Term of this Lease.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes 24 hours per day, 7 days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere, or to cause an interference in access to the Leased Premised for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers (seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Notices.

Whenever it is necessary for one party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

President
Benzie County Central
Board of Education
9222 Homestead Road, Benzonia, MI 49616

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

12. Termination.

This Lease may be terminated by either party for cause, including breach of the Lease terms, by giving the other party 30 days written notice of such termination. Upon of this Lease whether by notice under this paragraph or by the expiration of the Lease Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

13. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

_____

Douglas Taylor, President
Benzie County Central
Board of Education

Date:_____

BENZIE COUNTY

Custer Carland

Custer C. Carland, Chairman
Benzie County Board of Commissioners

Date: 9-12-2017

Commissioner _____

Michigan Election Law states that the County Board of Commissioners is required to fill the two vacancies on the Board of Canvassers by electing a Republican member and a Democratic member from the submitted names.

Michigan Election Law also specifies that the County Board of Commissioners use ballots when filling the seats. However, OMA prohibits a voting procedure at a public meeting which prevents citizens from knowing how members of the public body have voted. A "secret" balloting process cannot be employed by the Board of Commissioners when filling the positions.

Must choose one name from each party.

Republican	**Democratic**
_____ **Laura Bancroft**	_____ **John Beeman**
_____ **Monika Fiebing**	_____ **David Gardner**
_____ **Robert Widrig**	_____ **Raymond Nichols**

2017-026

RESOLUTION

Benzie County Economic Development Corporation and
Benzie County Brownfield Redevelopment Authority

WHEREAS, the Benzie County Board of Commissioners, pursuant to Public Act 338 of 1974 (MCL125.1601 through 125.1636) established the Benzie County Economic Development Corporation, and

WHEREAS, the Benzie County Board of Commissioners, pursuant to Public Act 381 of 1996 (MCL 125.2651 through 125.2672), established the Benzie County Brownfield Redevelopment Authority, and

WHEREAS, Section 5 of Public Act 381 of 1996, allows for the Board of Directors established under the Economic Development Corporations Act to constitute the board of the Brownfield Redevelopment Authority, and

WHEREAS, the Benzie County Brownfield Redevelopment Authority has agreed to merge into the Benzie County Economic Development Corporation, and

WHEREAS, at the September 1, 2017 Special Meeting of the Benzie County Economic Development Corporation the Board of Directors voted in the affirmative to recommend to the Benzie County Board of Commissioners that the Benzie County Economic Development Corporation assume the responsibilities of the Benzie County Brownfield Redevelopment Authority.

NOW THEREFORE BE IT RESOLVED, that the Benzie County Board of Commissions does hereby authorize the Benzie County Economic Development Corporation, as established under Public Act 338 of 1974, to serve as the board for the Benzie County Brownfield Redevelopment Authority.

FURTHER BE IT RESOLVED, that this action shall take effect upon passage of this resolution.

Dated: September 12, 2017

Custer C. Carland, Chairman

I, Dawn Olney, Clerk to the Benzie County Board of Commissioners, hereby do certify that the above resolution was adopted by the Benzie County Board of Commissioners on the 12th day of September, 2017.

Dawn Olney, Benzie County Clerk

2017-027
BENZIE COUNTY, MICHIGAN
OPPOSITION TO SENATE BILL 386 OF 2017

WHEREAS, the collection of delinquent real property taxes and the administration of the delinquent tax revolving fund by the county treasurer under The General Property Tax, 1893 PA 206, as amended, MCL 211.1 to 211.157, is important in assuring that Benzie County (the "County") and local tax collecting units within the County actually receive taxes levied in a timely manner, that tax delinquent properties in the County are returned to productive use, and that a favorable credit rating for the County is maintained;

WHEREAS, Senate Bill 386 of 2017, as passed by the Michigan Senate ("SB 386") would undermine the process for collecting delinquent real property taxes by: (1) increasing, litigation against the county treasurer, allowing anyone to challenge a court-ordered property tax foreclosure for eight new reasons, even a person with no legal interest in the property; (2) clouding title to court-foreclosed properties, reducing sale proceeds used to reimburse local tax collecting units for unpaid property taxes and reducing delinquent tax revolving fund revenue; and (3) creating uncertainty through retroactivity and interference with a pending case before the Michigan Supreme Court;

WHEREAS, by allowing new collateral attacks on judicial foreclosure orders after the orders are final and appeal rights exhausted, SB 386 would undermine the quality of the fee simple title vested in the foreclosing governmental unit, cloud otherwise clear titles, create uncertainty, and reduce prices paid for tax-foreclosed properties at tax sales, all of which undermine the current effective tax sale and delinquent tax collection process;

WHEREAS, for these reasons, the Michigan Association of Counties, the Michigan Association of County Treasurers, and the county treasurer of this County have indicated their opposition to the passage and enactment of SB 386; and

WHEREAS, the county treasurer has asked this Board of Commissioners to join in opposing SB 386;

NOW, THEREFORE, BE IT RESOLVED, that the Benzie County Board of Commissioners hereby opposes the passage and enactment of Senate Bill 386 of 2017.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be transmitted to the county treasurer, each member of the Michigan State Senate and the Michigan House of Representatives representing Benzie County, and the Governor of Michigan.

Dated: September 12, 2017

Custer C. Carland, Chairman

I, Dawn Olney, Benzie County Clerk and Clerk to the Board of Commissioners, hereby do certify that the above resolution was adopted by the Benzie County Board of Commissioners on the 12th day of September, 2017.

Dawn Olney, Benzie County Clerk

CORRESPONDENCE

County of Leelanau

MICHELLE L. CROCKER
Leelanau County Clerk
Clerk of the Circuit Court

EXCERPT - LEELANAU COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION – Tuesday, May 16, 2017

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

...

Roll Call:	District #1	Tony Ansorge	PRESENT
	#2	Debra L. Rushton	PRESENT
	#3	William J. Bunek	PRESENT
	#4	Ty Wessell	PRESENT
	#5	Patricia Soutas-Little	PRESENT
	#6	Casey Noonan	PRESENT
	#7	Melinda C. Lautner	PRESENT

#101-05162017 Regular Session

MOTION BY WESSELL TO APPROVE THE RESOLUTION #2017-005 TO SUPPORT TO MAINTAIN THE REQUIRED FUNDING OF THE NORTHWEST MICHIGAN HORTICULTURAL RESEARCH STATION LOCATED IN LEELANAU COUNTY, TO ASSIST THE ERADICATION OF THE SPOTTED WING DROSOPHILA. SECONDED BY NOONAN.

Discussion – none.

ROLL CALL: Wessell – YES; Ansorge – YES; Bunek – YES; Lautner – YES; Lautner – YES; Noonan – YES; Rushton – YES; Soutas-Little – YES.
AYES – 7 NO – 0 MOTION CARRIED.

Leelanau County Resolution
#2017 – 005

Resolution of Support to Maintain the Required Funding of the Northwest Michigan Horticultural Research Station located in Leelanau County, to assist with the Eradication of the Spotted Wing Drosophila

The Leelanau County Board of Commissioners hereby approves the following resolution regarding maintaining the required funding of the Northwest Michigan Horticultural Research Station, located in Leelanau County, to assist with controlling and eventually eradicating the Spotted Wing Drosophila (SWD):

WHEREAS, Leelanau County and the rest of the Northwest Michigan region are the primary producers of tart cherries in the United States, producing 70-75% of the tart cherries grown nationally; and

8527 E. Government Center Dr., Suite 103 • Suttons Bay, MI 49682
Phone: 231/256-9824 • *Fax:* 231/256-8295 • *Email:* mcrocker@co.leelanau.mi.us

WHEREAS, the job creation associated with growing, harvesting and processing of tart cherries is a major economic driver in Leelanau County, along with other West Michigan Counties; and

WHEREAS, the invasive SWD has the potential of devastating the State cherry industry, by burrowing into and destroying the ripe cherry, to the point where the tart cherries are not a marketable product; and

WHEREAS, abandoned and neglected tart cherry farms are contributing to the spread of the invasive SWD, by not properly controlling the invasive SWD through the appropriate use of pesticide management; and

WHEREAS, Leelanau County is requesting the assistance from the neighboring tart cherry producing counties, State of Michigan and the Federal Government for all possible interventions to help control and eradicate the invasive SWD through continued funding and research to appropriately manage the invasive SWD; and

NOW THEREFORE BE IT RESOLVED, that the Leelanau County Board of Commissioners strongly supports all efforts to eliminate this invasive pest that is having a negative impact upon our internationally recognized fruit growing economy.

BE IT FURTHER RESOLVED, that the Leelanau County Clerk be directed to forward this resolution to the following: Senator Darwin Booher, Representative Curt Vanderwall, Senator Wayne Schmidt, and to Antrim, Benzie, Charlevoix, Grand Traverse, Manistee, Kent, Mason, Muskegon, Newaygo, Oceana, Allegan, Berrien and VanBuren Counties.

State of Michigan
County of Leelanau

I, Michelle L. Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office and of the whole thereof. In Testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 1st day of August 2017.

Michelle L. Crocker

Michelle L. Crocker, Leelanau County Clerk

2

BENZIE COUNTY
PARKS AND RECREATION COMMISSION

Cathy Demitroff - CHAIR
Sean Duperron - VICE CHAIR
Frank Walterhouse - SECRETARY
Marjorie Pearsall-Groenwald
Walter Roch Von Rochsburg
Barb Skurdall
Ed Hoogterp
Ann Bourne
Tad Peacock
Ted Mick

Regular Meeting
July 24, 2017
Benzie County Government Center

Chair, Cathy Demitroff called the meeting of Parks and Recreation Commission to order at 5:07 p.m., Chair shares that meeting will be starting after 5:00due to Frank Walterhouse locking doors and gates at 5.

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

Absent: Ed Hoogterp, Ann Bourne

Others Present: Jeanne McPherson, Recording Secretary

Motion by Rochsburg, seconded by Pearsall- Groenwald to approve the agenda as presented. All Aye. Motion Carries.

Motion by Rochsburg seconded by Peacock to approve the minutes June 22, 2017 Mary Margret Informational Meeting, All Aye. Motion Carried. Walterhouse makes motion to accept June 26, 2017 Regular Meeting Minutes, Pearsall- Groenwald seconds, Walterhouse makes motion to amend original motion to accept Regular Meeting Minutes with correction, Pearsall- Groenwald seconds, All Aye, Motion Carries.

Public Input: None

Guests: None

Committee Reports:

Railroad Point: See attachment #1.

Point Betsie Light House: None

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Trail Report: Duperron reported Mark Mandenburg our longtime Lansing DNR on Betsie Valley Trail died in June. His widow would like to memorialize Mark along one of two Michigan Rail Trails. Betsie Valley is one of the two. She thought of creating park possibly an enhancement to Lewis Bridge. Marks widow Joni was clear she does not want to overshadow any function to Memorialize the late Bill Olsen. Aug. 27th Celebration of Life for Mark at Sleep Hallow State Park and Duperron plans to attend. For Bill Olsen, there will be a celebration of life at Stormcloud in Frankfort. Sept. 16th from 4-6. Procedding Stormcloud, Duperron has heard of a bike ride earlier in the day from Elberta to Beulah Trailhead building, but was unsure of times. Todd Niess DNR Cadillac expressed concern about preservation of Betsie Valley Trail documents considering Bill's passing.

B.V. Trail Management Council: None

Recreational Facilities & Access: None

Zada Price Property: Peacock reports moving at baby steps but moving along. Two picnic tables installed- one at base and one at top. Next step shrubs, and dead ash trees. Peacock shares that SEEDS is willing to do the work. Tad shares with the Board that Zada Property will need maintained. Pearsall- Groenwald makes motion to pay $250.00 a year to the Conservation District to maintain Zada Price Property, Skurdall seconds, roll call taken, All Aye, Motion carries.

Recreational Programs: Skurdall reports Tennis clinics in Beulah have 10-12 people every week. Clinics are going very well. Dennis is still in U of M, doing ok, but will be there for a while. Pearsall- Groenwald states that she wants to commend Skurdall on her hard work. She is impressed with how good Skurdall is with the little ones and adults. She would like if Barb would do more. Chair thanks Skurdall for her work. Chair states that bids were accepted and that Village of Beulah paid for the filling of cracks on courts.

Old Business: Copy of Budget was handed out to Board. See attachment #2.

New Business: None

2017 Meeting Dates:

January 23	February 27	March 27	April 24
May 22	June 26	July 24	August 28
September 25	October 23	No November Meeting	December 18

Public Input: None

Correspondence: Chair hands out an example of Higgins Lake sign to help keep lake beautiful. See attachment #3.

Motion by Pearsall- Groenwald, seconded by Rochsburg to Adjourn.
Chair declared the meeting adjourned at 6:00 p.m.

The next meeting is scheduled for Monday, September 25, 2017, at 5:00 p.m.

Minutes respectfully submitted by Jeanne McPherson, Recording Secretary

Frank Walterhouse Frank Walterhouse, Secretary

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

3

August 24, 2017

Lt. Dan Smith
Benzie County
505 S. Michigan Ave
Beulah, MI 49617

RE: Grant Funding – Requirements for Reimbursement

Dear Lt. Smith,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Digital Camera and Security project (County Jail) was approved. The Membership Committee authorized 50% funding up to a maximum of $3,779.45 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon confirmation from Benzie County of their payment of the project in full. The following documents are required for submission to MMRMA in order to process your grant payment:

- ☐ Copies of all invoices associated with the project.
- ☐ Proofs of payment associated with each invoice. Proofs of payment must match invoice amounts. If multiple payments to a vendor are included in one check or other form of payment, a financial breakdown of individual amounts included with the payment must be provided. Invoices stamped "Paid," Purchase Orders, or screen shots of journal entries do not constitute a proof of payment.
- ☐ ***Projects Involving Training*** In addition to invoices and proofs of payment regarding tuition expenses, certificates of completion and test scores (when applicable) must also be submitted.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Benzie County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 2/28/2018.**

Sincerely,

Cara Kowal

Cara Kowal, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Dawn Olney
MMRMA Risk Manager

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AUG 30 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

4

August 24, 2017

Frank Post
Benzie County
448 Court Place
Beulah, MI 49617

RE: Grant Funding – Requirements for Reimbursement

Dear Mr. Post,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Digital Camera and Security project (Treasurer's Office) was approved. The Membership Committee authorized 50% funding up to a maximum of $1,965 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon confirmation from Benzie County of their payment of the project in full. The following documents are required for submission to MMRMA in order to process your grant payment:

- ☐ Copies of all invoices associated with the project.
- ☐ Proofs of payment associated with each invoice. Proofs of payment must match invoice amounts. If multiple payments to a vendor are included in one check or other form of payment, a financial breakdown of individual amounts included with the payment must be provided. Invoices stamped "Paid," Purchase Orders, or screen shots of journal entries do not constitute a proof of payment.
- ☐ ***Projects Involving Training*** In addition to invoices and proofs of payment regarding tuition expenses, certificates of completion and test scores (when applicable) must also be submitted.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Benzie County remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 2/28/2018.**

Sincerely,

Cara Kowal, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Dawn Olney
MMRMA Risk Manager

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AUG 30 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

LITTLE PLATTE LAKE ELEVATION

5

LEGAL LEVEL 586.7

B.M. ∠ IRON NE ABUTMENT ELEV. 589.44

NAME	DATE	DISTANCE TO WATER	ELEVATION	HIGH + LOW −	COMMENT
CD	8-3-17	2.16	586.84	+.14	
CD	8-10-17	2.48	586.96	+.26	
CD	8-16-17	—	—	—	pull one board
CD	8-17-17	2.61	586.83	+.17	
CD	8-24-17	2.72	586.72	+.02	
CD	8-31-17	2.78	586.66	-.04	

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

6

CRYSTAL LAKE ELEVATION

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

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

NAME	DATE	DISTANCE TO WATER	ELEVATION	HIGH + LOW −	COMMENT
CD	7-6-17	1.56	600.31	+.06	
CD	7-6-17	–	–	–	put two boards in
CD	7-13-17	1.6	600.27	+.02	some rain
CD	7-20-17	–	–	–	to rough
CD	7-24-17	1.75	600.12	-.13	little rough
CD	7-24-17	–	–	–	put one board in
CD	7-27-17	1.73	600.14	-.11	
CD	8-3-17	1.73	600.14	-.11	
CD	8-10-17	1.8	600.07	-.18	
CD	8-17-17	1.75	600.12	-.13	
CD	8-24-17	1.8	600.07	-.18	windy
CD	8-31-17	1.84	600.03	-.22	

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SEP 05 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

(1)

MECOSTA COUNTY RESOLUTION
#2017-06

Concern for Michigan Association of Counties Conference Siting

The following preamble and resolution were offered by Commissioner W. Routley

and supported by Commissioner J. Strong:

WHEREAS, The Mecosta County Board of Commissioners has a long and faithful record of attendance at both the Legislative and Summer Michigan Association of Counties (MAC) Conferences, averaging 6.2 attendees per conference over the last 8 years, with the exception of the 2014 Summer Conference, and,

WHEREAS, the MAC has a history of scheduling excellent conferences in reasonably priced locales and

WHEREAS, the 2017 Summer Conference has been scheduled for Mackinac Island's Grand Hotel,

NOW THEREFORE BE IT RESOLVED THAT, the Mecosta County Board of Commissioners finds the Summer 2017 Conference costs to be exorbitantly high, due to siting of the Conference at the Grand Hotel on Mackinac Island, and as a result will not be sending any representation to the conference.

BE IT FURTHER RESOLVED THAT, the Mecosta County Board of Commissioners does urge the MAC Board of Directors to consider conference costs to the members when siting future conferences.

AYES: Commissioners: W. Routley, J. Strong, R. Steinke, T. O'Neil, M. Solis, M. Vargo

NAYS: Commissioners: L. Howard

RESOLUTION DECLARED ADOPTED. Marcee M. Purcell

Marcee M. Purcell
Mecosta County Clerk

I, the undersigned, the duly qualified and acting Clerk of the County of Mecosta, Michigan (the County) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 7th day of September, 2017.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this 7th day of September, 2017, A.D.

Marcee M. Purcell

Marcee M. Purcell
Mecosta County Clerk

RECEIVED
SEP 07 2017
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617