

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA

February 27, 2018

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 – 2/13/18; 2/16/18
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS –
 COUNTY ADMINISTRATOR’S REPORT –
 FINANCE – Approval of Bills
 COMMITTEE OF THE WHOLE – Consent
 COMMITTEE APPOINTMENTS –
 ACTION ITEMS – Integrated Public Alert & Warning System (IPAWS);
 Memorandum of Understanding – Betsie Valley Trail/DNR
 PRESENTATION OF CORRESPONDENCE
 UNFINISHED BUSINESS
 NEW BUSINESS –
9:45 **Richard Figura – FOIA Appeal**
10:00 **PUBLIC HEARING – MNRTF Application for Betsie Valley Trail**
10:15 **John Smendzuik, Surveyor – Remonumentation Report**
10:30 **Eric VanDussen – Building Authority Civil Counsel Funding**
10:45

 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 - Terry Money (Homestead).....	231-510-2400
District VI - Evan Warsecke (Colfax, Inland).....	231-275-3375
District VII - Gary Sauer (Blaine, Gilmore, Joyfield, Weldon).....	231-651-0647

THE BENZIE COUNTY BOARD OF COMMISSIONERS

February 13, 2018

The Benzie County Board of Commissioners met in a regular meeting on Tuesday, February 13, 2018, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chairman Gary Sauer at 9:00 a.m.

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

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

Agenda:

Motion by Jeannot, seconded by Roelofs, to approve the agenda as amended, adding Brief Discussion regarding Orientation under Committee Appointments. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Minutes:

Motion by Jeannot, seconded by Griner, to approve the regular session minutes of January 23, 2018 as presented. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Motion by Carland, seconded by Warsecke, to approve the special session minutes of February 1, 2018 as presented. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

9:04 a.m. Public Input

Eric VanDussen, Benzonia Township and Chair of the Building Authority, spoke regarding building authority issues and the need for funding to hire general civil counsel; also, Mr. Roy quit regarding the arbitration issue and he stated there was a break-down in communication was the reason for his leaving – that is false.

9:08 a.m. Public Input Closed

ELECTED OFFICIALS & DEPT HEAD COMMENTS:

Sara Swanson, Prosecuting Attorney, provided a summary of what has been done in her office for the past year. She stated that the 2017 numbers are comparable to 2016, but 2016 was higher than prior years. Comm Jeannot asks for another column(s) showing the prior year counts to compare to.

Ted Schendel, Sheriff, reported on a significant drug bust last weekend in Benzie County and during the chase, one of their vehicles was severely damaged. He stated that it has been reported to MMRMA and are waiting for an adjuster to come out and look at the vehicle. Regarding the snowmobile grant that was received from the state, you were not given the correct information to make an informed decision. The BOC was going to use the township donations for the match – you can't do that according to Richard Kennedy with the DNR. The MDNR stated regarding the match, that the money from the townships is irrelevant, this is an agreement between the County and the State. He stated that the county needs to put up the 15% match or you forfeit the grant.

Motion by Griner, seconded by Warsecke, to authorize \$1,200 from the General Fund be applied toward the match for the snowmobile grant. Roll call. Ayes: Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: Carland Motion carried.

COMMISSIONERS

Page 2 of 6

February 13, 2018

David Schaffer, Recycling Coordinator, presented the 2017 Annual Report.

He stated that in 2017 there were 90 more pulls and 34 more tons than the prior year; people continue to recycle. At the February 27, 2018 meeting he will have a 3-year contract with American Waste for your consideration with a 2.9% increase. We have a 21.26% diversion rate in Benzie County. About \$9,000 was generated for the schools through the cardboard recycling program.

Motion by Jeannot, seconded by Money, to accept the 2017 Solid Waste Annual Report as presented. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Dan Smith, Jail Administrator, reported that they have hired two new corrections deputies – 1 from Wexford and 1 from MDOC. They are averaging 28-29 inmates per day; the numbers are up a little bit. Plan to reduce water usage -- will install new water valves to showers and toilets and we will see a savings in 3 ½ -5 years.

COMMISSIONER REPORTS

Comm Jeannot reported that he has attended 10 meetings since the last BOC meeting – January 24 he attended Advocates for Benzie County annual meeting – they have received the 501C3 status. January 29 he attended Housing Committee and approved one emergency application. Also on January 29 he attended the MERS presentation. He attended the Lake Township meeting and they reported that 20% of the road millage comes from Lake Township. Platte Township made an appointment to replace Julie Mountz on the board – Matt Wieber. Almira Township – they are having a give-away of up to 30 smoke detectors and have 3 or 4 homes committed to that.

Comm Griner reported that he attended the Frankfort Elberta School Board meeting last night as he has been appointed liaison. One major topic was the migrant program. He will make them aware of the facility on Nurnberger Road which is funded by the federal government. Attended the BOC interview. He likes the orientation idea presented by Art. He went to the snowmobile race with Bob. Bob is the President of the State of Michigan Disabled American Vets – on the way up he was on the phone with a veteran going through a crisis and he was able to assist and direct him to the right resources.

Comm Carland welcomes Terry Money; he attended the interviews for the Planning Commission a couple of weeks ago. The Planning Commission held the first community dialog session for the US 31 Corridor in Benzie County – there was a sense from the attendees is to work together. Went to Kalamazoo for Michigan Community Mental Health Association Winter Conference – it was a good conference. One session he attended dealt with opioid abuse. Next week he will be in Lansing for the annual Airport Conference. He attended Networks Northwest with the newly installed CEO Matt McCauly.

Comm Roelofs says thank you to Roger for what he said and he did learn a lot from Roger too. Roger was in the first I-500 race 50 years ago. Benzie County Veteran's Affairs will have a Memorial Day service at noon. Grow Benzie discussed Veterans Affairs and he attended to have discussions with them and hopefully help some folks out. He also attended the interview for the EMS Advisory Board and will go to the Lake Ann Village meeting tonight.

Comm Warsecke welcomed Terry Money. He spoke regarding opioid arrests and feels that with MSP in Honor and we have TNT on board that they were able to help with the arrests. There were

COMMISSIONERS

Page 3 of 6

February 13, 2018

three overdose deaths last week in Traverse City from opioid abuse. Attended the Benzie Central School Board meeting last week – Governor is trying to raise the per pupil amount of money. Inland Township held their chili cook-off last weekend for the Fire Department. The Inland Township Fire Department has submitted a grant application to FEMA to try and buy a new mini pumper truck.

Comm Money attended the Homestead Township meeting where they welcomed back Shelley Rosa from an illness. There was a lot of talk regarding St. Ambrose. He attended the Honor Village meeting last night and they were gushing about the Land Bank work that has been done. The Village now has \$100,000 in the bank and are moving ahead with projects.

Comm Sauer reported on the US 31 Corridor meeting – he was very impressed with the route they are taking with the community on board. The Planning Commission is headed in the right direction. The Road Commission opened bids for this year's paving projects – on the 21st they will decide on where to go with local road committee and what will be done. He went to the Health Department meeting at the end of the month. Hepatitis A is an issue and shots are available at the Health Department. He attended the MERS presentation and said it was very helpful – they will discuss how the county and employees can go forward; perhaps bringing in spouses too. Phil Hoyt's funeral is February 24. The family is asking for donations to the Veteran's memorial. He will bring in a card and put it at the Treasurer's Office for anyone to sign and donate.

10:37 a.m. Break

Comm Griner excused.

10:45 a.m. Reconvene

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

- Administrator's update presented.
- Correspondence #7 talks about the FOIA Appeal with a letter from Mr. Figura that you accept the appeal today and you will have 10 business days from today to make a decision at the February 27 board meeting for action.
- Judge Thompson has made a decision on Vogler vs Longanbach and Stobie case.

Comm Jeannot commented regarding the FOIA appeal in the request some of the communication there was a suggestion that the terms of your agreement were never made publicly public; but look at the January 9, 2018 minutes, it was all disclosed.

Mr. Deisch to contact Mr. Figura of the decision of this board for him to move forward with review and provide a written opinion regarding the FOIA appeal.

FINANCE

Bills: Motion by Carland, seconded by Warsecke, to approve payment of the bills from January 24, 2018 to February 13, 2018 in the amount of \$537,724.76, as presented. Roll call. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Michelle Thompson, County Treasurer, reported that March 1 begins delinquency of the 2017 taxes, forfeiture of the 2016 taxes and foreclosure of the 2015 taxes. They will also begin settlement of the 2017 taxes from the townships on March 1.

COMMISSIONERS

Page 4 of 6

February 13, 2018

Building Authority Budget Amendment: Motion by Jeannot, seconded by Carland, to amend the 2017-18 Building Authority Budget Fund 569 as follows:

Increase:

569-000-721.00	Per Diem	\$2,100.00
569-000-727.00	Office Supplies	\$ 200.00
569-000-800.00	Contracted Services	\$1,200.00

Increase:

569-000-691.00	Fund Balance	\$3,500.00
----------------	--------------	------------

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

COMMITTEE OF THE WHOLE

Consent: Motion by Jeannot, seconded by Warsecke, to approve the February 1, 2018 Committee of the Whole Consent Calendar items 1 – 13, as presented. Roll call. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

COMMITTEE APPOINTMENTS

EMS: Motion by Jeannot, seconded by Warsecke, to appoint Elizabeth Merrill to the vacant seat on the EMS Advisory Board to expire December 31, 2018. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Motion by Sauer, seconded by Roelofs, to reappoint Neal Nye to the EMS Advisory Board for a three-year term to expire December 31, 2020. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Planning Commission: Motion by Money, seconded by Carland, to appoint Irene Dunham-Thayer to a 1-year term; Rosemary Naulty to a 2-year term; Jason Barnard to a 2-year term and Greg Wright to a 3-year term on the Planning Commission. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Motion by Sauer, seconded by Roelofs, to appoint Chris Walrad to the Planning Commission as the Educational Component, for a 3-year term, to expire on December 1, 2020. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Committee Orientation: Comm Jeannot stated that he believes we lack a process for people that are appointed to committees or authorities. Who meets with them to talk about per diems and meetings. Mr. Deisch stated that he will have to think about it. Maybe HR can provide some feedback. Comm Roelofs stated that with regard to Veterans Affairs, the chair does it.

ACTION ITEMS

Emergency Action Guidelines: Motion by Jeannot, seconded by Carland, to accept the updated Benzie County Emergency Management Action Guidelines, authorizing the chairman to sign. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

COMMISSIONERS

Page 5 of 6

February 13, 2018

Betsie Valley Trail Reconstruction Application: John Rothhaar, Trail Care Coordinator for 2 years and now a member of the BVTMC is present and explains the application. This would be a \$150,000 project with an \$110,000 grant application. There will be no financial responsibility to the county. If you approve this, a Public Hearing will be held at the next BOC meeting.

Motion by Carland, seconded by Money, to approve the application to the Michigan Natural Resources Trust Fund on behalf of the Betsie Valley Trail Management Council as presented. Roll call. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

CORRESPONDENCE

- Parks & Recreation minutes of December 28, 2017 received.
- Wexford County resolution opposing HB 5096-5098 received.
- Eaton County resolution opposing HB 5096-5098 received.
- Road Commission minutes of January 11, 2018 received.
- Gogebic County resolution opposing HB 5096-5098 received.
- Benzie Leelanau Health Dept minutes of January 25, 2018 received.
- FOIA Appeal received from Karen Mallon.
- Building Authority DRAFT minutes of February 6, 2018 received.

UNFINISHED BUSINESS – None

NEW BUSINESS – None

11:23 a.m. Public Input

Karen Mallon, Homestead Township, welcomes Mr. Money; she stated that the St. Ambrose issue isn't noise – it is actually a zoning violation. They are in a rural residential area and have several violations. Early 2015 is when this started, so they were not blind-sided.

Eric VanDussen stated that he received an updated email during this meeting from attorney John Axe and he would propose to charge us \$290.00 per hour.

11:26 a.m. Public Input Closed

Motion by Warsecke, seconded by Roelofs, to adjourn at 11:26 a.m. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Gary Sauer – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Approved the agenda as amended.
2. Approved the regular session minutes of January 23, 2018 as presented.
3. Approved the special session minutes of February 1, 2018 as presented.

COMMISSIONERS

Page 6 of 6

February 13, 2018

4. Authorized \$1,200 from the General Fund be applied toward the match for the snowmobile grant.
5. Accepted the 2017 Solid Waste Annual Report as presented.
6. Approved payment of the bills from January 24, 2018 to February 13, 2018 in the amount of \$537,724.76, as presented.
7. Amended the 2017-18 Building Authority Budget Fund 569 as presented.
8. Approved the February 1, 2018 Committee of the Whole Consent Calendar items 1 – 13, as presented.
9. Appointed Elizabeth Merrill to the vacant seat on the EMS Advisory Board to expire December 31, 2018.
10. Reappointed Neal Nye to the EMS Advisory Board for a three-year term to expire December 31, 2020.
11. Appointed Irene Dunham-Thayer to a 1-year term; Rosemary Naulty to a 2-year term; Jason Barnard to a 2-year term and Greg Wright to a 3-year term on the Planning Commission.
12. Appointed Chris Walrad to the Planning Commission as the Educational Component, for a 3-year term, to expire on December 1, 2020.
13. Accepted the updated Benzie County Emergency Management Action Guidelines, authorizing the chairman to sign.
14. Approved the application to the Michigan Natural Resources Trust Fund on behalf of the Betsie Valley Trail Management Council as presented.

Motion by Jeannot, seconded by Warsecke, to adopt the Consent Calendar items listed below as presented:

1. To amend the 2017-18 Budget for Emergency Management as presented in the amount of \$16,000.
2. To approve \$79,708.50 for the jail floor project, with the funding source to be determined.
3. To request that Budget Amendments for jail water valves and jail floor project be presented at the next Board of Commissioners meeting with the proper line numbers.
4. To authorize the purchase of four mobile radios for three lake boats and one airboat; 2) two portable radios for Sheriff Office and 3) two mobile radios in the total amount of \$25,878.70.
5. To amend the 2017-18 budget for Fund 261, Central Dispatch as presented in the amount of \$26,000.
6. To amend the 2017-18 budget for Veterans Memorial as presented in the amount of \$80,000.00.
7. To amend the 2017-18 Budget in the amount of \$240.00 for fund 245 Remonumentation as presented.
8. To approve payment to Solid Circle Design Software in the amount of \$24,995.00, contingent on appropriate documentation being provided.
9. To amend the 2017-18 Solid Waste Budget 228 in the amount of \$4,600.00 as presented.
10. To amend the 2017-18 Budget for fund 218 Parks & Rec Ice Rink in the amount of \$1,250.
11. To approve the request for Hazardous Materials Emergency Preparedness Grant with an acknowledgement from the Board of Commissioners that we took action.
12. To acknowledge the appointment of Jennifer Savage, James Henderson and James Reardon to the LEPC.
13. To acknowledge the 2018 schedule of LEPC meetings.

THE BENZIE COUNTY BOARD OF COMMISSIONERS

February 16, 2018

The Benzie County Board of Commissioners met in a special meeting on Friday, February 16, 2018, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chairman Gary Sauer at 9:00 a.m.

Present were: Commissioners Carland, Griner, Money and Sauer

Excused: Jeannot, Roelofs and Warsecke

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

Agenda: Motion by Carland, seconded by Money, to approve the agenda as presented. Ayes: Carland, Griner, Money and Sauer Nays: None Exc: Jeannot, Roelofs and Warsecke Motion carried.

Interviews for Road Commission Vacancy

Andrew S. Hollis

Vance Bates

Alan Rose

Kevin Grochowalski

Charles Cape

Charles Nostrandt

James Bowers

Chad Hollenbeck

Charlie Brozofsky

Jeff Sandman

11:28 a.m. Break

11:37 a.m. Reconvene

Bob Rosa, Chairman of the Road Commission, talked with those present about the question that was raise regarding road abandonment and he road commission have done two road abandonments. He also stated that is additional funds are received from the state, they will being repairs on the building.

Commission members ranked each candidate following the interview process. Chairman Sauer and County Clerk Olney totaled the rankings. One candidate clearly stood out amongst all of the great candidates.

Motion by Carland, seconded by Money, to appoint Jim Bowers to the remaining term of Phil Hoyt until the November 6, 2018 election has been certified. Roll call. Ayes: Carland, Griner, Money, and Sauer Nays: None Exc: Jeannot, Roelofs and Warsecke Motion carried.

11:58 a.m. Public Input

Bob Rosa stated that he was very impressed with all of the candidates and the process followed here. Thank you to everyone.

12:00 p.m. Public Input Closed

County Clerk Dawn Olney gave Jim Bowers the Oath of Office.

COMMISSIONERS

Page 2 of 2

February 16, 2018

Motion by Griner, seconded by Carland, to adjourn this special meeting. Ayes: Carland, Griner, Money and Sauer Nays: None Exc: Jeannot, Roelofs and Warsecke Motion carried.

Gary Sauer – Chair

Dawn Olney, Benzie County Clerk

INDEX

1. Jim Bowers appointed to the vacant Road Commission seat.

Elected Officials and Department Head Comments

**BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
FEBRUARY 21, 2018
THE GATHERING PLACE SENIOR CENTER, HONOR
4:30 P.M.**

Agenda

Please turn off your cell phones and any other electronic devices

Call to Order
Prayer of Invocation
Pledge of Allegiance
Roll Call

Approval of the February 21, 2018 Agenda
Approval of Minutes from the previous meeting – January 17, 2018
Suggestion Box Contents
Public Input (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)
Finance Committee Report - Approval of BSR Financial Statements for September 2017

Information Items

- A. Directors Report – January 2018/February 2018
- B. Program/Services Report – January 2018
- C. Senior Center Update – January 2018/February 2018
- D. Board of Commissioners Update

Action Items

- A. Approval of raising the suggestion donation from \$3 to \$4 for the Congregate Meal
- B. Approval to sell the 15 Passenger Bus
- C. Approval of the Fiscal Year 2017 Audit

New Business

- A. New committee for future needs
- B.

Old Business

- 1. Fundraising/Marketing Committee Update
- 2. MERS Update
- 3. Update on BoD Members Calling Donors

Public Comment

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

Board Round Table Discussion/Evaluation of Meeting

Adjourn

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

NEXT MEETING

Wednesday, March 21, 2018 at 4:30 p.m.
The Gathering Place Senior Center
Honor, MI 49640

RECEIVED

FEB 21 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

**BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
JANUARY 17, 2018**

Chair Beverly Holbrook called the meeting to order at 4:34 pm. Prayer of invocation was given by Ron, and the Pledge of Allegiance was said by all.

Roll Call: Ann Dawe, Ron Dykstra, Beverly Holbrook, Ned Edwards, Rosemary Russell Denise Favreau, Donna Malecki, Barbara Johnson, Nancy Mullen Call, Scott Harrison, Jane Elzerman. Also present are Sabra Boyle, Douglas Durand.

Approval of Agenda

- Under action items add C. Fund Development year end donors contact.
- Motion to approve the agenda with additions was made by Denise and seconded by Ron. Ayes being heard, the motion to approve the agenda was made.

Minutes

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

Public Input-

- There was no public in attendance and the key for the suggestion box was unavailable.

Finance Committee

Doug reviewed the financial report. We are at 25% of our budget. Revenues were up by 41% this was due to grants. Total expenses for December 2017 were down by 9%. Overall we ended December 2017 with a surplus of \$70,275.00. A motion to accept the finance committee report was made by Barbara and seconded by Scott all Ayes being heard the motion was carried.

Information Items

A. Directors Report: December 2017/January 2018

- A copy was submitted by Douglas Durand and received by the board.
- Highlights include:
 - a potential for a regional senior needs assessment, MI endowment Grant, Betsie Valley community center update, Platte river school task force, and a \$3,500 grant from GT area community foundation. There was a discussion regarding how to improve senior information during the 2020 census to reflect the current levels of poverty in our elder population.

B. Program Report for January 2017

- Nutritional Programming
 - HDM (Home Delivered Meals) 4,527 meals were provided to 160 clients in December. This is an increase of 6.5% since December of 2016.

- Congregate Meals served 1,586 meals in December 2017. This is a 3.6% increase si compared to December 2016.
- Through the first 5 months we have served 2,205 additional meals than the same time last year.
- Other Services
 - Dining out increased by 18%
 - Homemaker Program 368 service units were provided for December. That is up 9.5% when compared to December of 2016
 - Snow removal 148 clients and 564 plows in December 2017.
 - Guardian Medical Monitoring. We have 33 clients.
 - Benzie Bus 123 bus passes were given to clients
 - Information and assistance there were 879 calls in December 2017.
 - Foot Clinic 35 people were seen in the clinic and another 14 in their homes..
 - Estate Planning- 3 clients were seen in December.
 - The Gathering Place-Activities are up 3% when compared to December 2016. 513 people participated in the 15 core activities.

C. Senior Center Coordinator's Report for January 2016

- Busy, Busy, Busy
- Our activities are up by 3% when compared to the same time last year.
- 15 core activities continue and are well attended.

D. County Commissioner update: Frank Walterhouse

*Frank Walterhouse has resigned from all of his boards and committees.

Action Items

A. Proposal for additional snow plowing

1. A proposal was sent to the board by doug in an attempt to be proactive with regards to the frequency and number of the plows done in December.
2. A motion to approve the proposal was made by Ned
3. Roll Call: Ann Dawe Yes, Ron Dykstra Yes, Beverly Holbrook Abstain, Ned Edwards Yes, Rosemary Russell Yes, Denise Favreau Yes Donna Malecki Yes, Barbara Johnson Yes, Nancy Mullen Call Yes, Scott Harrison Yes, Jane Elzerman Yes.
4. The motion was passed by board roll call to accept the proposal for additional snow plowing.

B. Review and approve IT proposals.

1. Two proposals were sent to the Board by Doug for IT. These proposals were similar in amounts however, after some discussion among the board regarding both proposals Wyatt was preferred by the board.
2. A motion to approve the proposal was made by Scott
3. Roll Call: Ann Dawe Yes, Ron Dykstra Yes, Beverly Holbrook Yes, Ned Edwards Yes, Rosemary Russell Yes, Denise Favreau Yes Donna Malecki Yes, Barbara Johnson Yes, Nancy Mullen Call Yes, Scott Harrison Yes, Jane Elzerman Yes.
4. The motion to approve the proposal for Wyatt for our new IT software was made by board

roll call and carried.

New Business

- A. Lawn Chore satisfaction survey was given to the board for review. Many kudos to the providers of lawn chore for the increased satisfaction results.
- B. Invitation of board members to the next platte river school reuse task force. Kaye Bond is heading this project. 1/31/18 at 6pm the gathering place or platte river school.

Old Business

A. Fundraising/ Marketing

Ned Edwards presented a review of fundraising meeting 1/8/18

1. Locomotion/ Walk a Thon Garden theater banners
2. Potential special presentations for walk a thon
3. Amazon smiles program
4. Youtube videos
5. weekly mission moments
6. Memorial donation drafts and planning drafts.

ROUND TABLE DISCUSSION none ADJOURNMENT

The meeting was adjourned at 5:45 pm.

Respectfully Submitted,
Rosemary Russell, RNC, DONA, LTC

Next Meeting
Wednesday, February 21, 2018
Benzie Senior Resources
The Gathering Place
Honor, Michigan 49640

Benzie Senior Resources
Executive Directors Report
January 2018 – February 2018

- Tax season is back. We have two preparers that will be working out of the Administration Office 2 days a week. Something new is a drop off service that an additional 2 tax preparers will be working from their home and then making 20 minute appointments to do a final review with the individuals at the Admin Office.
- Awarded a \$1,000 grant to provide marketing for Medicare & Medicaid Assistance Program Beneficiary Outreach Assistance Plan. Grants funds were also received from the GT Area Community Foundation to be used within the In-Home Healthcare Services.
- Interviews have concluded for both the Director of Home Health Care Services and a new LPN position. We have hired the Director of Home Health Care Services and extended a proposal for the LPN position.
- We have been working with several of our vendors on an equipment replacement plan as part of 3 year projected budget planning. During this process, I also set up preventative maintenance contracts on some of our aging kitchen equipment to help maintain a consistent maintenance program which in turn should help extend the life span on the larger and costlier items.
- Submitted a grant to the Delta Dental Foundation Brighter Futures Community Grants Program for additional funding for Dental Vouchers and a Senior Community Oral Healthcare Education Series. In late March we will be notified if the proposal was accepted.
- Just submitted the first quarterly report to Subaru of America and Meals on Wheels America on the event and storytelling best practices with the focus on the impact of additional clients and number of meals served.
- Purchased a new style of warming totes for the Subaru. These new totes provides more space in the back of the vehicle for delivery of the meals.
- After consulting with several restaurants that have taken part in the "March for Meals" event, it would benefit BSR to move the event to May. The weather is so unpredictable in March and last we during the Champions Ride-a-Long week, we had to cancel meal delivery twice due to inclement weather.
- Already started planning for the Annual Walk-A-Thon. Bellows Park is secured for August 4th and some other early plans are in motion.

Legislative Updates

State of Michigan

The Silver Key Coalition will be advocating for an additional \$3 million increase to the state budget for the Aging and Adult Services Agency (AASA) to serve the 6,708 seniors currently on wait lists for in-home service programs and Home Delivered Meals. This appropriation will allow Michigan's Aging Network to continue the work to reduce wait lists.

Federal Funding

February 9, 2018-

On February 9th, Congress passed, and the President signed into law, H.R. 1892, the Bipartisan Budget Act of 2018. This legislation reopened the government after a brief shutdown, extending current federal funding levels for Meals on Wheels and other programs supporting seniors until March 23. In addition, H.R. 1892 includes a two-year bipartisan budget deal to raise the spending caps, additional aid to help support disaster relief, and modifications to a number of health and healthcare programs, among other items.

With a budget deal in place, Congress can now focus on finalizing an omnibus spending package to fund the government for the remainder of Fiscal Year (FY) 2018 and complete the current appropriations process, putting an end to the series of consecutive stopgap spending bills that have forced so many programs to operate on autopilot for months on end.

What's in the Legislation?

The legislation that passed Congress includes a number of measures that may impact Meals on Wheels programs and/or the seniors you serve, including:

- A six-week continuing resolution (CR) that will fund government operations at current levels through March 23;
- \$89 billion in additional emergency disaster relief for states and communities affected by recent hurricanes, wildfires and other natural disasters;
- A two-year agreement setting defense and nondefense spending levels for FY 2018 and FY 2019, raising the budget cap on nondefense spending by \$63 billion in 2018 and \$68 billion in 2019, averting the return of sequestration levels;
- \$100 million in funding for Pay-For-Success projects to address some of our nation's most pressing social problems; and
- Health insurance and program updates, such as a two-year funding extension for community health centers, permanent reauthorization of Medicare Advantage (MA) Special Needs Plans (SNPs) for vulnerable populations and the expansion of MA supplemental benefits – such as home-delivered meals – that can support chronically ill enrollees.

February 12, 2018-

**PRESIDENT SENDS BUDGET PROPOSAL TO CONGRESS
ONCE AGAIN INCLUDES CUTS TO MEALS ON WHEELS FUNDING**

The President sent his Fiscal Year (FY) 2019 Budget to Congress today, outlining his spending priorities and laying a legislative and policy agenda for the Administration for the next fiscal year beginning October 1. Given that Congress is still in the midst of negotiating the current FY 2018 appropriations bills and that this proposal does not reflect the new funding levels agreed to in the Bipartisan Budget Act signed into law on Friday, some budget details remain unclear at this time.

It's important to remember that the President's Budget does not automatically become law; rather, it provides recommendations to Congress for consideration. It is ultimately up to Congress – through the budget and appropriations processes – to draft bills that include final funding levels for specific programs, such as those within the Older Americans Act (OAA).

What it could mean for Benzie Senior Resources Programs

Below is a breakdown of how this budget proposal could impact Meals on Wheels programs and seniors served if it were to become law as written:

- **Older Americans Act (OAA) Nutrition Programs:** The proposal calls for level funding for senior nutrition programs (Congregate, Home-Delivered and the Nutrition Services Incentive Program) at \$838 million. Some of the details regarding funding levels of other programs overseen by the Administration for Community Living (ACL)/Administration on Aging (AoA) are not clearly outlined. We do, however, know that even level funding represents a setback at a time when inflation and a growing need for services already outpace available resources.
- **Elimination of Block Grants:** This budget proposes to eliminate several key block grants on which some Meals on Wheels programs rely for a significant portion of their annual funding, including the Community Services Block Grant (CSBG), Community Development Block Grant (CDBG) and Social Services Block Grant (SSBG). These block grants had also been targeted for elimination in the President's FY 2018 Budget last year. *(We should be worried about this. How the State of Michigan along with the Area Agencies on Aging pool all the Federal and State Dollars together; will impact BSR's share of the reimbursement to our program. In other words all MOW programs will share in the pain if these block grants are drastically reduced or eliminated.)*
- **Elimination of, or Reduction to, USDA Programs:** This budget cuts or eliminates several United States Department of Agriculture (USDA) programs that serve local Meals on Wheels programs and low income seniors. The Commodity Supplemental Food Program (CSFP), which serves nearly 700,000 seniors annually, would be completely eliminated. The Administration suggests that current CSFP program participants would instead be transferred to the Supplemental Nutrition Assistance Program (SNAP), which also faces significant reductions in this proposal. *(We currently provide assistance to 36 individuals of the Commodity Supplemental Food Program each month with assisting in signing up and delivering the commodities. We also receive food items for the nutritional programs that saves us \$25,000 annually.)*

Volunteer Programs

- An ad was placed in the Record Patriot on January 24th edition. We have received a total of 7 new applications with 3 of those being a husband/wife teams.
- Jeff and Dawn are part of a new Volunteer Collaborative with other non-profits in Benzie County. Bob McQuilkin played a key role in getting this new group established.

Program Report for January 2018-(Closed for 5 weather related days and 1 day for all day volunteer/staff in-service)

Nutritional Programs

Home Delivered Meals

Home Delivered Meals – 4,096 meals were provided to 161 clients in January 2018. **For year to date, this is an increase of 19 % as compared to the same period in FY'2017.**

Congregate Meals

The Gathering Place and Thompsonville served a total of 1,388 meals in January 2018. **For year to date, this is an increase of 2.5% as compared to the same period in FY'2017.**

Through the first four month (October 2017-January 2018) we have served 3,022 additional meals as compared to the same period last year.

Other Programs/Services

Dining Out Program – A total of 193 customers redeemed 697 vouchers in January 2018. **Year to date the program is up 2% compared to 2017 and up 57% as compared to 2016.**

Homemaker Program – 374 service units were provided to 116 clients in January 2018. **Year to date the program is up 18% compared to 2017 and up 44% as compared to 2016.**

Snow Removal Program – We have 152 clients signed up for the Snow Removal Program and paid for 428 snow plows in January 2018. **We have already exceeded the number of snow plows so far this season versus the previous 2 winters!**

Guardian Medical Monitoring – 33 customers now receive this service at no cost to them.

Benzie Bus Punch Cards – 152 bus passes were given to customers in January 2018. This represents 1,824 rides for the month. **Year to date the program is up 8% compared to 2017 and up 19% as compared to 2016.**

Information & Assistance - The agency handled 1,219 calls in January 2018 regarding Information and Assistance for services and questions related to older adults. **The amount in January was the highest phone volume recorded. Year to date the number of phone calls received is 1% compared to 2017 and up 95% as compared to 2016.**

MMAPS – 9 individuals were provided 12 hours of service to assist them in their Medicare needs in January 2018.

Hearing Clinic – 4 individuals had a hearing evaluation completed in January 2017 at no cost to the client.

Foot Care – 42 individuals were provided foot care at the clinic and 10 clients were seen in their home in January 2017.

Benzie Senior Dental Program – Two clients received financial assistance for dental care in January 2018. Two new clients signed up for dental vouchers.

Emergency Senior Essential Needs Fund – Five individuals were provided assistance in January 2018. Emergency needs included a furnace, car repairs, eye glasses, snow removal from a roof and a medical expense bill.

The Gathering Place Senior Center – In January 2018, The Gathering Place Senior Center offered a total of fourteen core activities that 459 cumulative number of individuals participated in. The top 5 attended activities

for January 2018 were Music Programs, Exercise groups, Health & Educational Programs/Services, Bingo and Card Games. **Year to date, this is an increase of 29% as compared to the same period in FY'2017.**

In-Home Services – Number of in-home care service clients is up 26% as compared to January 2017. With the largest increase occurring in sliding scale fee clients up 33%. Total Client hours is up 31% as compared to January 2017. Total number of in-home care service visits increased 11% as compared to January 2017.

Number of Home Health Care Clients

Month	Medicaid Waiver and Care Management	Sliding Scale Fee	Private Pay & Long Term Care Insurance	Total Clients
October 2017	24	38	5	67
November 2017	23	36	4	63
December 2017	21	42	3	66
January 2018	22	40	2	64
February 2018				
March 2018				
April 2018				
May 2018				
June 2018				
July 2018				
August 2018				
September 2018				

Client Total Hours

Month	Medicaid Waiver and Care Management	Sliding Scale Fee	Private Pay & Long Term Care Insurance	Total Hours
October 2017	643.75	513.25	165.25	1322.75
November 2017	578.25	553	47.25	1178.5
December 2017	510	502	28	1040
January 2018	599.75	511	20.75	1131.50
February 2018				
March 2018				
April 2018				
May 2018				
June 2018				
July 2018				
August 2018				
September 2018				

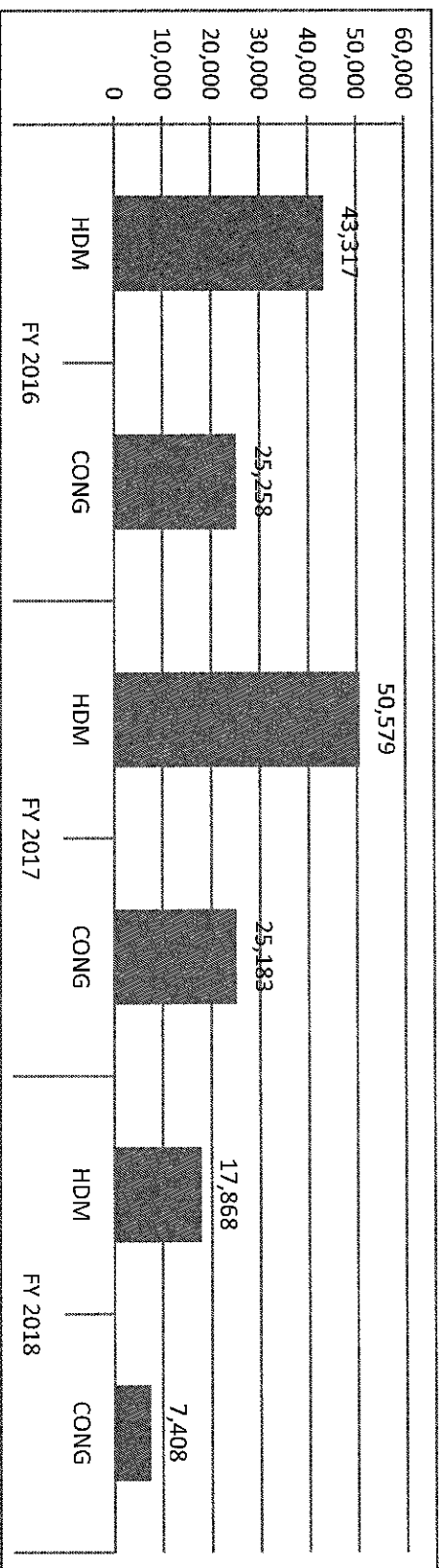
Respectfully submitted,

Douglas Durand

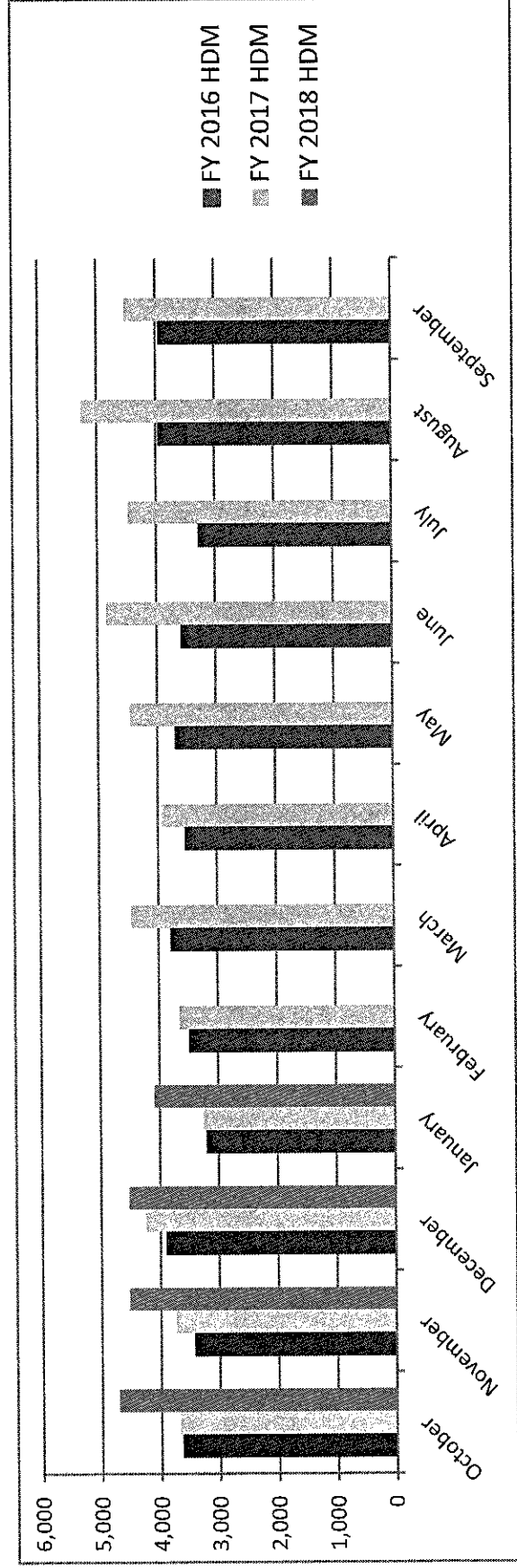
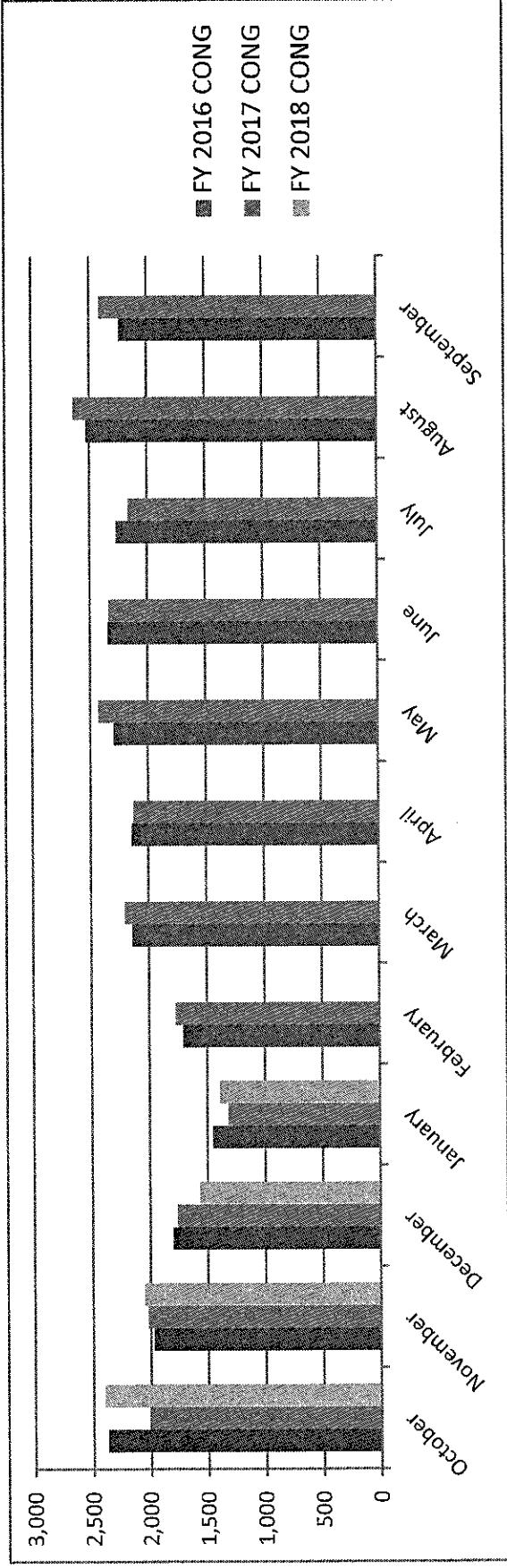
Benzie Senior Resources
HDM/Cong comparison
Units Served 2016-2017-2018

	FY 2016		FY 2017		FY 2018	
	HDM	CONG	HDM	CONG	HDM	CONG
October	3,627	2,370	3,684	2,000	4,714	2,405
November	3,410	1,972	3,744	2,018	4,531	2,049
December	3,891	1,800	4,252	1,764	4,527	1,566
January	3,186	1,452	3,248	1,318	4,096	1,388
February	3,473	1,706	3,653	1,769		
March	3,781	2,140	4,470	2,203		
April	3,528	2,144	3,941	2,129		
May	3,682	2,295	4,463	2,430		
June	3,575	2,347	4,853	2,337		
July	3,272	2,267	4,481	2,162		
August	3,949	2,528	5,262	2,641		
September	3,943	2,237	4,528	2,412		
total meals	43,317	25,258	50,579	25,183	17,868	7,408

#DIV/0! #DIV/0!



Benzie Senior Resources
HDM/Cong comparison
Units Served 2016-2017-2018



BENZIE SENIOR RESOURCES
Statement of Financial Postion
As of January 31, 2018

	<u>Jan 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
001 · CENTRAL STATE BANK CHECKING	311,036.05
003 · CENTRAL STATE BANK HRA	984.52
006 · CENTRAL STATE BANK CD	13,260.12
009 · CENTRAL STATE BANK MM CHECKING	148,680.34
Total Checking/Savings	<u>473,961.03</u>
Accounts Receivable	
1200 · Accounts Receivable	8,737.70
Total Accounts Receivable	<u>8,737.70</u>
Other Current Assets	
109 · INVENTORY	8,512.76
Total Other Current Assets	<u>8,512.76</u>
Total Current Assets	<u>491,211.49</u>
Fixed Assets	
150 · BUILDING	480,375.70
151 · VEHICLES	126,727.00
152 · EQUIPMENT	79,787.12
157 · LAND IMPROVEMENTS	1,800.00
160 · ACCUMULATED DEPRECIATION	(277,726.78)
Total Fixed Assets	<u>410,963.04</u>
TOTAL ASSETS	<u>902,174.53</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	30,311.37
Total Accounts Payable	<u>30,311.37</u>
Other Current Liabilities	
2100 · Payroll Liabilities	5,582.36
238 · AFLAC PAYABLE	55.80
Total Other Current Liabilities	<u>5,638.16</u>
Total Current Liabilities	<u>35,949.53</u>
Long Term Liabilities	
250 · MORTGAGE PAYABLE	138,717.89
260 · NET PENSION LIABILITY	410,473.00
Total Long Term Liabilities	<u>549,190.89</u>
Total Liabilities	<u>585,140.42</u>
Equity	
3000 · Opening Bal Equity	160,329.63
390 · FUND BALANCE - PROGRAMS	(570,978.00)
3900 · Retained Earnings	537,006.37
Net Income	190,676.11
Total Equity	<u>317,034.11</u>
TOTAL LIABILITIES & EQUITY	<u>902,174.53</u>

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
January 2018

	<u>Jan2018</u>	<u>Budget</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
519.03 · TITLE III C2 INCOME	6,723.67	6,833.00	(109.33)
519.04 · FEDERAL USDA	16,541.01	24,000.00	(7,458.99)
519.05 MIPPA (MMAP)	1,300.00	0.00	1,300.00
540 · GRANTS	19,629.53	6,500.00	13,129.53
561 - HDM Waiver	1,050.00	704.00	346.00
642 · CHARGES FOR SERVICES/CONT	2,325.50	1,905.00	420.50
642.01 · FEE FOR SERVICE/CHORE	0.00	0.00	0.00
642.02 · FEE FOR SERVICE/HOMEMAKER	2,104.00	1,850.00	254.00
642.03 - FEE FOR SERVICE/SNOW REMOVAL	3,932.00	3,000.00	932.00
642.1 - FEE FOR SLIDING SCALE CLIENTS	4,795.25	3,330.00	1,465.25
642.05 - FEE FOR PRIVATE PAY & INS	585.00	3,200.00	(2,615.00)
670 - Client Income	9,146.35	7,485.00	1,661.35
673 · NEWSLETTER SUB	50.00	40.00	10.00
675 · DONATIONS	4,978.03	8,153.00	(3,174.97)
676 · MILLAGE	85,836.57	85,837.00	(0.43)
680 · VOLUNTEER WAGES (IN-KIND).	4,387.50	5,166.00	(778.50)
677 - Fundraising	6,445.00	4,500.00	1,945.00
681 - In-Kind (non-volunteer)	564.95	333.00	231.95
690 - Trip Income	4,370.00	2,500.00	1,870.00
691 - MISC INCOME	0.00	0.00	0.00
Total Income	<u>174,764.36</u>	<u>165,336.00</u>	<u>9,428.36</u>
Gross Profit	174,764.36	165,336.00	9,428.36
Expense			
700 - ACCOUNTING FEES	0.00	0.00	0.00
705 · SALARY AND WAGES	51,889.12	54,910.00	(3,020.88)
708 · PAYROLL TAX EXPENSE	6,519.03	5,692.00	827.03
709 · EDUCATION/TRAINING	150.00	0.00	150.00
710 · EVENTS	502.00	242.00	260.00
715 · CLOTHING ALLOWANCE	0.00	0.00	0.00
717 · DUES/SUBSCRIPTIONS	0.00	0.00	0.00
721 · COMPUTER EXPENSES	1,221.98	800.00	421.98
725 · FRINGE BENEFITS	7,918.98	11,965.00	(4,046.02)
726 - FUNDRAISING/MARKETING EXP	40.22	0.00	40.22
727 · SUPPLIES	2,018.17	2,165.00	(146.83)
727.2 · OFFICE EXP	972.13	700.00	272.13
727.3 - POSTAGE	597.61	50.00	547.61
727.4 - ADVERTISING	2,512.50	400.00	2,112.50
740 · FOOD	9,566.08	11,000.00	(1,433.92)
819 · CONTRACTUAL	32,835.87	36,513.00	(3,677.13)
820 · VOLUNTEER WAGES (IN-KIND)	4,387.50	5,166.00	(778.50)
825 · VOLUNTEER EXPENSES	520.95	597.00	(76.05)
850 · TELEPHONE	369.91	350.00	19.91
861 · TRAVEL/MILEAGE/GAS	1,400.27	2,330.00	(929.73)
900 · INTEREST EXPENSE	468.32	475.00	(6.68)
910 · INSURANCE	2,500.00	2,300.00	200.00
915 · PROJECTS	2,952.11	1,250.00	1,702.11
920 · UTILITIES	3,343.60	2,947.00	396.60
940 · DEPRECIATION EXPENSE	2,391.02	2,708.00	(316.98)

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
January 2018

	<u>Jan2018</u>	<u>Budget</u>	<u>\$ Change</u>
980 · EQUIPMENT/REPAIRS	321.65	1,375.00	(1,053.35)
980.1 - OUTDOOR MAINTENANCE	1,595.25	1,300.00	295.25
981 · HDM VEHICLE MAINT/GAS	856.22	1,040.00	(183.78)
980.2 - INDOOR MAINTENANCE	452.30	175.00	277.30
TRIP EXPENSE	0.00	0.00	0.00
Total Expense	<u>138,302.79</u>	<u>146,450.00</u>	<u>(8,147.21)</u>
Net Ordinary Income	36,461.57	18,886.00	17,575.57
Other Income/Expense			
Other Income			
990 · INTEREST/DIVIDEND INCOME	15.08	20.00	(4.92)
995 REALIZED GAIN (LOSS)	0.00	0.00	
999 - Other Income	0.00	80.00	(80.00)
Total Other Income	<u>15.08</u>	<u>100.00</u>	<u>(84.92)</u>
Other Expense			
999.1 · Other Expense	0.00	0.00	0.00
99999 - LEGAL EXPENSE	0.00	500.00	(500.00)
Total Other Expense	<u>0.00</u>	<u>500.00</u>	<u>(500.00)</u>
Net Other Income	<u>15.08</u>	<u>(400.00)</u>	<u>415.08</u>
Net Income	<u><u>36,476.65</u></u>	<u><u>18,486.00</u></u>	<u><u>17,990.65</u></u>

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
Oct 2017 - Jan 2018

	<u>Oct17-Jan18</u>	<u>Budget</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
519.03 · TITLE III C2 INCOME	26,894.68	27,332.00	(437.32)
519.04 · FEDERAL USDA	16,541.01	24,000.00	(7,458.99)
519.05 MIPPA (MMAP)	1,450.00	600.00	850.00
540 · GRANTS	73,129.53	26,000.00	47,129.53
561 · HDM Waiver	2,748.00	2,816.00	(68.00)
642 · CHARGES FOR SERVICES/CONT	10,402.00	7,620.00	2,782.00
642.01 · FEE FOR SERVICE/CHORE	(738.00)	0.00	(738.00)
642.02 · FEE FOR SERVICE/HOMEMAKER	9,702.00	7,350.00	2,352.00
642.03 · FEE FOR SERVICE/SNOW REMOVAL	15,366.00	17,595.00	(2,229.00)
642.1 · FEE FOR SLIDING SCALE CLIENTS	15,140.26	13,320.00	1,820.26
642.05 · FEE FOR PRIVATE PAY & INS	4,825.00	12,700.00	(7,875.00)
670 · Client Income	31,248.80	29,935.00	1,313.80
673 · NEWSLETTER SUB	120.00	160.00	(40.00)
675 · DONATIONS	36,826.31	32,612.00	4,214.31
676 · MILLAGE	343,346.27	343,346.00	0.27
680 · VOLUNTEER WAGES (IN-KIND).	21,881.40	20,664.00	1,217.40
677 · Fundraising	49,968.76	40,500.00	9,468.76
681 · In-Kind (non-volunteer)	31,512.47	1,332.00	30,180.47
690 · Trip Income	4,370.00	2,500.00	1,870.00
691 · MISC INCOME	0.00	0.00	0.00
Total Income	<u>694,734.49</u>	<u>610,382.00</u>	<u>84,352.49</u>
Gross Profit	694,734.49	610,382.00	84,352.49
Expense			
700 · ACCOUNTING FEES	6,500.00	5,400.00	1,100.00
705 · SALARY AND WAGES	200,326.53	219,640.00	(19,313.47)
708 · PAYROLL TAX EXPENSE	19,589.53	22,768.00	(3,178.47)
709 · EDUCATION/TRAINING	265.00	4,320.00	(4,055.00)
710 · EVENTS	831.61	966.00	(134.39)
715 · CLOTHING ALLOWANCE	0.00	0.00	0.00
717 · DUES/SUBSCRIPTIONS	425.00	250.00	175.00
721 · COMPUTER EXPENSES	2,818.42	5,800.00	(2,981.58)
725 · FRINGE BENEFITS	17,127.35	47,860.00	(30,732.65)
726 · FUNDRAISING/MARKETING EXP	2,419.40	4,500.00	(2,080.60)
727 · SUPPLIES	10,381.19	8,660.00	1,721.19
727.2 · OFFICE EXP	3,957.00	2,800.00	1,157.00
727.3 · POSTAGE	1,411.24	950.00	461.24
727.4 · ADVERTISING	3,293.87	1,600.00	1,693.87
740 · FOOD	53,559.39	51,100.00	2,459.39
819 · CONTRACTUAL	97,569.82	109,350.00	(11,780.18)
820 · VOLUNTEER WAGES (IN-KIND)	21,881.40	20,664.00	1,217.40
825 · VOLUNTEER EXPENSES	2,203.28	3,796.00	(1,592.72)
850 · TELEPHONE	1,380.70	1,400.00	(19.30)
861 · TRAVEL/MILEAGE/GAS	8,077.99	9,320.00	(1,242.01)
900 · INTEREST EXPENSE	1,723.77	1,900.00	(176.23)
910 · INSURANCE	9,759.00	9,200.00	559.00
915 · PROJECTS	4,970.51	7,000.00	(2,029.49)
920 · UTILITIES	9,584.74	9,248.00	336.74
940 · DEPRECIATION EXPENSE	9,564.08	10,832.00	(1,267.92)

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
Oct 2017 - Jan 2018

	Oct17-Jan18	Budget	\$ Change
980 · EQUIPMENT/REPAIRS	6,215.97	5,500.00	715.97
980.1 - OUTDOOR MAINTENANCE	4,006.75	3,425.00	581.75
981 · HDM VEHICLE MAINT/GAS	4,092.42	4,160.00	(67.58)
980.2 - INDOOR MAINTENANCE	795.55	700.00	95.55
TRIP EXPENSE	0.00	0.00	0.00
Total Expense	504,731.51	573,109.00	(68,377.49)
 Net Ordinary Income	 190,002.98	 37,273.00	 152,729.98
 Other Income/Expense			
Other Income			
990 · INTEREST/DIVIDEND INCOME	43.42	85.00	(41.58)
995.1 REALIZED GAIN (LOSS)	(172.51)	0.00	(172.51)
999 - Other Income	3,416.66	320.00	3,096.66
Total Other Income	3,287.57	405.00	2,882.57
 Other Expense			
999.1 · Other Expense	2,284.44	0.00	2,284.44
99999 - LEGAL EXPENSE	330.00	2,000.00	(1,670.00)
Total Other Expense	2,614.44	0.00	2,614.44
 Net Other Income	 673.13	 405.00	 268.13
 Net Income	 190,676.11	 37,678.00	 152,998.11

Senior Center Coordinator's Report February 16, 2018

Regular Happenings:

Tuesday Music and Dancing	Ol' Time Gathering	Spinning
Blood Pressure Clinics	Chair Yoga	Thompsonville Meal
Bingo	Stay Fit with Doris	Wii Bowling
Zumba (off until April)	Bunco	Yoga
Bible Study (off Feb & March)	Little River Casino	Birthday celebrations
Cards	Hearing Clinic	Tech Support (off until April)
Essential Estate Planning	Plarn	Tai Chi (off until April)

Events:

What can I say about January? How about: SNOW DAYS! Between our snow days, training, my vacation and then my being ill (respiratory virus) I am thrilled to bid January adieu.

Our Blood Pressure clinics were both cancelled for February. The Maples and Paul Oliver were both extremely busy and couldn't make it.

Tuesday, February 13th we celebrated Mardi Gras/ Fat Tuesday! Dave served Jambalaya, Julia decorated and supplied the beads and I picked up pazckis from Wesco Bakery. A good time was had by all and we didn't have any pazckis leftover.

Wednesday, February 14th was Wear Red Day! This was to bring awareness to heart health and also because of Valentine's Day. Dave made strawberry shortcake for dessert. Once again Julia decorated and Toni (from the kitchen) made conversation hearts for everyone to take home.

You might have noticed above in our "Regular Happenings" section that a few activities are off for a couple months. Our Zumba instructor headed south. Tai Chi and Tech Support felt that there weren't enough people during this time of year and will start back up in April. Bible Study is currently off until April but that is tentative. Even our ladies who faithfully play cards every Monday have not been here for the past three weeks. They hate coming out in the cold. I'm hopeful that April will get folks back out and our schedule full again.

Our PLARN group has been feverishly crocheting plastic mats all winter and they are excited to donate them to area agencies who help the homeless. The mats don't get smelly, are easy to wash and are good insulation from the cold ground. Our group leader first saw these down in Florida last year and was excited to get it rolling here. If you know of anyone who enjoys crocheting, please let them know about this group! Denise's mom is one of them, so you know it has to be fun. ☺

Commissioner Report

10-05-001-288-02

Legend
Feature 1

McBride Ave

Platinum Hwy

22

Google earth



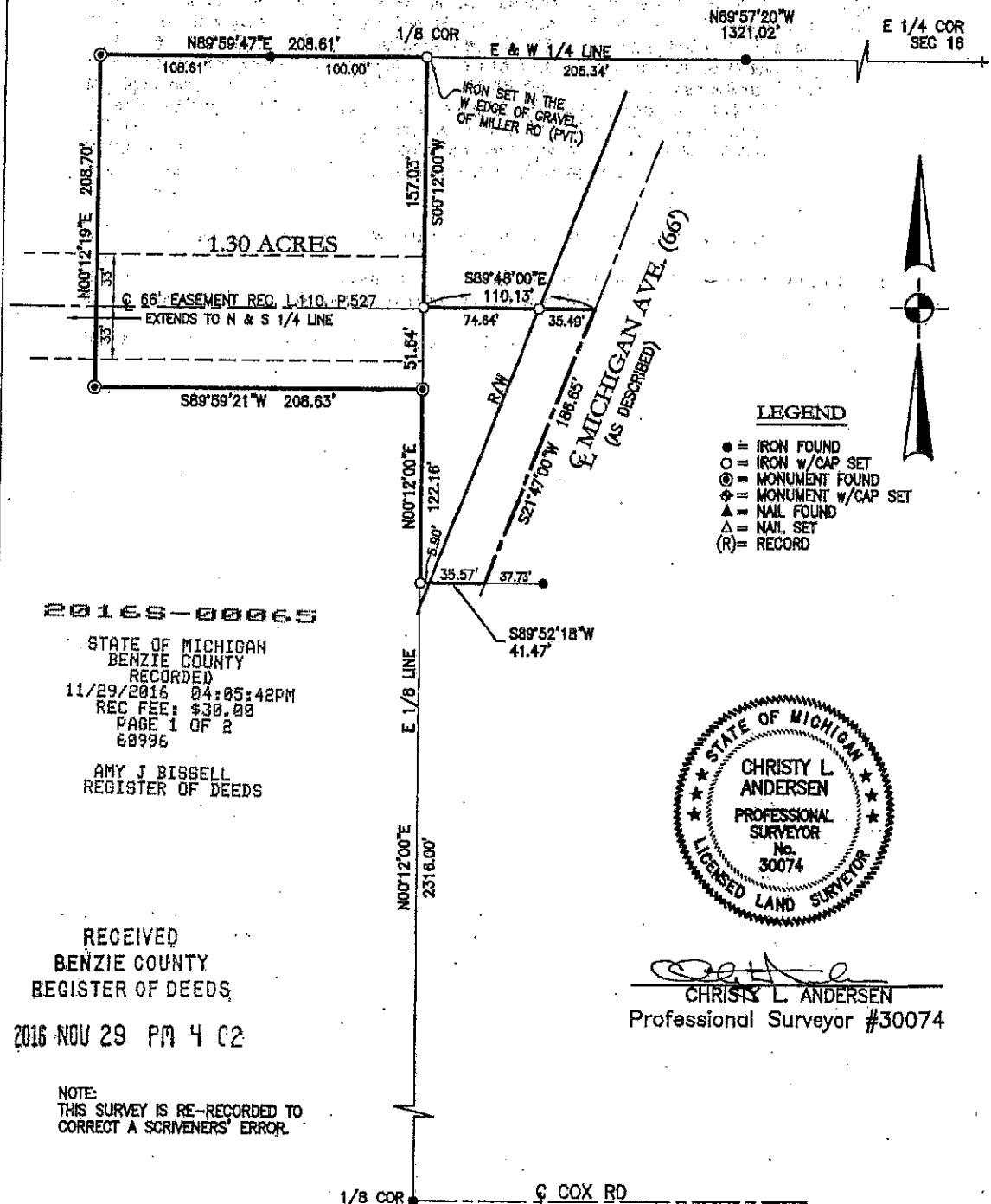
CERTIFICATE OF SURVEY

PART OF SEC. 16, T 28 N, R 16 W,
CRYSTAL LAKE TWP., BENZIE COUNTY, MICHIGAN

I, CHRISTY L. ANDERSEN, A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED PARCEL(S) OF LAND WERE SURVEYED AND MAPPED UNDER MY SUPERVISION; THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS WITHIN ACCEPTABLE LIMITS; AND THAT I HAVE COMPLIED WITH SEC. 3, P.A. 132 OF 1970, AS AMENDED.

0 80 160 240

SCALE: 1" = 80'



Andersen & Crain, Inc.
Surveying, Engineering, Consulting, & Design
2636 Garfield Road N - Suite 30
Traverse City, MI 49686
Phone: (231) 947-7255 Fax: (231) 947-7275

PREPARED FOR: THOMAS & SUSAN TETEAK

DRAWN BY: CLA DATE: 10-28-16
FILE NAME: 398616cs SCALE: 1" = 80'
JOB #398616 SH1 OF 2

PROVIDED FOR OFFICIAL
OFFICE USE ONLY
BY THE BENZIE COUNTY
REGISTER OF DEEDS

County Administrator's Report



448 Court Place • Beulah, MI 49617

Memo To: Board of Commission

From: Mitch Deisch, Administrator

Date: February 21, 2018

Subject: Administrator Update 2/27/18 BOC Mtg.

1. **March 2018 Calendar** – Attached is the draft March 2018 calendar. Please let me know if any corrections need to occur.
2. **Michigan Indigent Defense Commission** – As I reported previously the Benzie MIDC was approved by the State of Michigan, except for the financial portion. A request was made to provide more detailed information regarding expenses. This documentation has been provided to the State of Michigan. One issue that we will need to deal with is the fact that because we jointly filed the plan with Manistee County and the fact that Manistee County inadvertently submitted the Benzie County plan under their name, we have not been receiving notifications from the state regarding the MIDC plan. This will need to be corrected at the state level.
3. **Grand Traverse Band of Ottawa and Chippewa Indians 2% Grant Distribution** – Yesterday was a very good day for Benzie County thanks to the generosity of the Grand Traverse Band of Ottawa and Chippewa Indians. Attached is the press release from yesterday's grant reception. The grants received by Benzie County are as follows:

Department	Purpose of Grant	\$
Benzie Cons. Dist.	Aquatic Invasive Species Pathways Program	\$2,435.21
Benzie EMS	2 Positive Pressure Pneumatic Ventilators	\$16,128.00
Sherriff Dept.	Purchase K-9 Vehicle	\$32,813.78
Sherriff Dept.	LIVESCAN Fingerprinting System	\$10,580.00
Veteran Affairs	Veterans Memorial Pavilion	\$52,230.76
BACN	Food Pantry	\$8,000.00
City of Frankfort	Interview Room Recording System	\$3,240.00
Lake Township	Sleeping Bear Dunes Accessible Pier	\$22,000.00
Total Funds Received		\$147,427.75

RECEIVED

FEB 21 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

March 2018

***Please note that all scheduled meeting dates, times and locations are subject to change. Last Updated 2/21/18.**

April 2018

March 2018

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

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 25	26	27	28	Mar 1 9:30am Area Agency on Aging	2	3
4	5 9:00am Veterans Council 10:00am NMRE SUD	6 9:00am BOC 9:30am Road Comm. 1:30pm COTW (HR & Technology) 4:30pm BVT	7 9:00am Centra Wellness 9:30am Road 10:00am MAC WC Fund 3:00pm 911 Advisory 6:00pm Planning Comm.	8 9:00am BA 12:30pm NW MI Comm. Act. Agency (TC) 3:00pm Joint Court 7:00pm FCCAA	9 11:00am BRA/EDC	10 9:30am Point Betsie
11	12 5:00pm Networks Northwest	13 9:00am BOC 9:30am Road Comm. 1:30pm COTW (HR & Technology) 4:30pm BVT	14	15	16	17
18	19 9:45am Northern MI Counties (Grayling) 2:00pm Local Emerg. Plan. Comm.	20 3:30pm EMS Advisory	21 8:00am Chamber 8:30am Land Bank 1:00pm NW MI Act. 4:00pm Cons. District 4:30pm BSR	22 8:00am GT Vet. Affairs (TC) 9:30am Road 4:00pm Health Dept. 7:00pm Local Planning	23 10:00am MAC Transportation	24
25	26 5:00pm Park and Rec	27 9:00am BOC 9:30am Rd Comm 10:00am DHHS 1:30pm COTW (B&G) 4:00pm AES	28 9:30am HSCB	29	30	31

RECEIVED

FEB 21 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



**FOR IMMEDIATE
RELEASE**

Contact: Mary J. Kelley

231-534-7601

Mary.Kelley@gtbindians.com

THE GRAND TRAVERSE BAND ANNOUNCES \$910,354.85 IN LOCAL 2% FUNDS

Organizations Receive Funds via Tribe's Twice Per Year 2 Percent Allocation

PESHAWBESTOWN, MICHIGAN, FEBRUARY 20, 2018 -- The Grand Traverse Band of Ottawa & Chippewa Indians is pleased to announce the distribution of \$910,354.85 of gaming revenue allocation to local units of government. The dollars have been allocated to 52 local applicants as part of the Tribe's "2 percent allocation," which takes place twice per year.

Under the terms of a consent decree settling *Tribes v. Engler* (Case no. 1:90-CV-611, U.S. District Court, Western District Michigan), the Grand Traverse Band allocates 2 percent of its video gaming revenue to local units of government, as defined in the stipulation, no later than 60 days after October 1st and March 31st of each year. This payment schedule was modified with the consent of the State of Michigan to July 31st and January 31st of each year because the fiscal year of the Grand Traverse Band's gaming operation is calendar-based.

Since the 2 percent allocation began in 1994, the Grand Traverse Band has allocated **\$37,177,593.47** to local organizations.

"The test for determining the distribution standards, as outlined in *Tribes v. Engler* are: "Each tribe shall determine which local unit or units of government shall receive payments and the amounts thereof; provided however, the guidelines governing the tribes in making said determinations shall be based upon compensating said local units of government for governmental services provided to the tribes and for impacts associated with the existence and location of the tribal casino in its vicinity; and provided further, however...each local unit of government shall receive no less than an amount equivalent to its share of ad valorem property taxes..."

For this 2% cycle, the Tribal Council voted to determine which organizations would receive allocations. Of the 81 applications received, totaling \$1,765,851.07 in requests, the Tribal Council awarded 52 applicants for a total of \$910,354.85.

The Grand Traverse Band will make its decision regarding the first 2018 Two Percent allocation in July 2018.

It is with great pleasure that the Grand Traverse Band of Ottawa & Chippewa Indians is able to provide all citizens of Northern Michigan with these services that are furnished solely by gaming revenues.

RECEIVED

FEB 21 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

NAME OF APPLICANT (Alphabetical)	AMOUNT
<u>Gov't to Gov't Agreement - Antrim County</u>	
Prisoner Housing Contract	\$ 12,775.00
<u>Gov't to Gov't Agreement - Benzie County</u>	
Prisoner Housing Contract	\$ 19,162.50
<u>Gov't to Gov't Agreement - Charlevoix County</u>	
Prisoner Housing Contract	\$ 12,775.00
<u>Gov't to Gov't Agreement - Leelanau County</u>	
Prisoner Housing Contract	\$ 63,875.00
<u>Antrim Conservation District</u>	
Design signs for installation at all of the over 70 access sites on Chain of Lakes Water Trail, from Six Mile Lake to Elk River. Signs will include basic information to make route decisions such as a map, access site locations, amenities, distances, and level of difficulty. They will also include information on protection of water quality, paddling safety practices and emergency information.	\$ 12,850.00
<u>Bay Area Transportation Authority</u>	
Funding will be used as a pilot of increased investment in new transit amenities resulting in ridership increase and improved customer satisfaction of our transit offerings; and adding four new transit benches and solar lights along our busiest routes. These new transit benches, solar lights and schedule holders are called "SolStop Benches." The transit stops slated to receive additional amenities are: Carver Street/Garfield Road, Barlow Street at Secretary of State, NW Michigan College & Rose Street at Walnut Avenue (Family Fare). Lastly, we are proposing to add increased transit amenities at Family Fare on 8th Street.	\$ 10,000.00
<u>Benzie Conservation District</u>	
Purchase of two laptop computers and accessories for the Benzie Conservation District's Aquatic Invasive Species Pathways Program staff members. This equipment will support completion of tasks related to increasing awareness of aquatic invasive species (AIS) in this region. The Aquatic Invasive Species Pathways Program was launched in 2017 through grant funds awarded by the Michigan Invasive Species Grant Program.	\$ 2,435.21

<u>Benzie County Office of Emergency Management</u>	
Purchase two (2) positive pressure pneumatic ventilators for the Benzie County Emergency Medical Services. These pneumatic ventilators will become standard equipment on our Advanced Life Support Units. The positive pressure ventilator provides timed cycle of pressure ventilations for patients who are not breathing on their own.	\$ 16,128.00
<u>Benzie County Sheriff's Office</u>	
Benzie County Sheriff's Office, Corrections division, purchasing a new LIVESCAN fingerprinting system used by corrections officers in the jail. This will allow them to serve the community by providing fingerprinting for teachers, CPL applicants, school employees and job applicants. Our current LIVESCAN system is obsolete and non-compliant with certain requests such as liquor license transfers.	\$ 10,580.00
<u>Benzie County Sheriff's Office</u>	
Purchase of a new K-9 vehicle. This vehicle is a special purpose vehicle and requires more safety equipment installed for the safety of our K-9 Rexo. Our current vehicle is well over the 100,000 miles of the insurance carrier's MMRMA recommendation. This funding will help insure that our K-9 program will continue. Benzie County does not fund our program and we rely on public donations for funding.	\$ 32,813.78
<u>Benzie County Veterans Affairs</u>	
Funding towards the construction of a pavilion adjacent to the Veteran's Memorial. The pavilion will widen the opportunities for people to congregate at this ceremonial site, and create a venue that school children can gather at for educational purposes.	\$ 52,230.76
<u>Benzonia Township</u>	
Funding for the Benzie Area Christian Neighbors (BACN) to purchase the food needed to provide outreach by BACN as they address Food Insecurity in Benzie and northern Manistee counties.	\$ 8,000.00
<u>Cedar Area Fire and Rescue</u>	
Purchase of a powered ambulance cot, which utilizes a battery-powered hydraulic system effectively raising and lowering a cot at the touch of a button. By advancing to use the powered cots (as used by Suttons Bay, Leland and Northport), we will be compatible to their ambulances and avoid the costly delays of transferring patients during our intercept and/or mutual aid calls. Staff satisfaction will improve, we'll see a reduction in lost days due to back injuries, and we'll service our patients better with safer patient handling.	\$ 15,000.00

<u>City of Charlevoix</u> Funding for Joppa House to allow our staff and volunteers to continue to provide food, utilities, resident activities, curriculum, encouragement, and household repairs/maintenance. These include items such as child care, driving lessons, road test fees, certified nurse aid training, vehicle repairs, bus passes, fuel assistance, counseling fees, activities, and lessons or school fees.	\$ 10,000.00
<u>City of Charlevoix</u> Funding for Colorado Challenge, which is a week-long camp that allows high schoolers the opportunity to learn team building skills, foster new friendships, raises self-esteem and confidence by doing activities that they would not normally be able to do. Those activities include high and low ropes courses, horseback riding, mountain biking, rock climbing, repelling, paintball, white water rafting and a trip up Pikes Peak.	\$ 3,000.00
<u>City of Charlevoix</u> Funding for Third Day Fellowship Women's Emergency shelter. Third Day relies on grants, contributions, in-kind donations, and fundraising to provide resources to the homeless at no cost, and as needed, to help alleviate a person's immediate crisis. Our hope is to expand the program to a year-round shelter.	\$ 3,000.00
<u>City of Frankfort - Frankfort City Police Department</u> The City of Frankfort Police Department is purchasing an Interview Room Recording System. Public Act 479 requires all law enforcement agencies to "make a time-stamped, audio/visual recording" of custodial interrogations for certain felonies.	\$ 3,240.00
<u>East Bay Charter Township Parks Commission</u> Funding for Mt. Holiday's fundraising campaign to upgrade the aging groomer that is currently in use at the hill. With the purchase of a new Prinoth Bison groomer, we will be able to drastically reduce the cost of maintaining our hill along with the added ability of building the terrain park features that our guests have been requesting for years.	\$ 25,000.00
<u>Elk Rapids Public Schools/Cherryland Middle School</u> Funding towards materials necessary to build an outdoor classroom/pavilion for students and staff to work outside. Studies have shown that when students engage in learning activities outdoors, test scores and the educational experience improve.	\$ 3,500.00

<u>Elk Rapids Public Schools</u>	\$ 4,200.00
Funding for Project Graduation's program that occurs annually, on the evening after graduation. Project Graduation is an all-night celebration on Sunday, June 3, 2018 from 7:00 p.m. to 7:00 a.m., and it is an alcohol and drug free event. The graduates will participate in activities in both the Elk Rapids and Traverse City areas. The goal of Project Graduation is to have all graduates attend the event.	
<u>Garfield Township</u>	\$ 5,000.00
Funding for 50 athletes, coaches, chaperones to attend the 2018 Special Olympics Michigan State Winter Games.	
<u>Glen Arbor Township</u>	\$ 3,038.19
Funding for a project located on the grounds of the Maritime Museum and Lifesaving Station in historic Glen Haven within the Sleeping Bear Dunes National Lakeshore Park. Specifically, it provides a 50'x6' boardwalk (all-weather planking) and a 480 square foot platform area with two plank benches and a beach access ramp for all visitors; but most intentionally those visitors with disabilities.	
<u>Glen Lake Fire Department</u>	\$ 9,824.29
Purchase of a Holmatro GCT 4150 EVO COMBI 5.0 H PACKAGE (portable operated hydraulic tool & pump, also referred to as "Jaws of Life"). These tools will help the Glen Lake Firefighters access patients trapped in vehicles and can work in conjunction with tools we already own.	
<u>Grand Traverse Conservation District</u>	\$ 12,500.00
Funding for the programmatic support for the implementation of the "No Barriers to Nature" program at the Boardman River Nature Center. The goal of the No Barriers to Nature program is to increase opportunities and invite the full participation of all visitors to the Boardman River Nature Center. We will update/expand exhibits, expand our environmental education programs and ensure all of our community has access. Updates will include signage for visually impaired, barrier free access to the Nature Center and its programming.	
<u>Grand Traverse County Board of Commissioners</u>	\$ 19,438.19
Funding for the 13th Circuit Court, Family Division, Grand Traverse County to replace a transport vehicle that is used to transport the juveniles under court jurisdiction to and from residential treatment and detention facilities.	

<u>Grand Traverse County Board of Commissioners</u> Funding for Safe Haven, which is a program that provides safety to children and at-risk parents from GTB's 6-county service area. Since Safe Haven began in 2004, with just seven families, the program has provided more than 30,000 visits and exchanges, serving over 1,000 children and families. We have partnered with the Victims of Crime Act (VOCA) to receive a new stream of funding that will support victims of domestic violence and their children through Safe Haven.	\$ 25,000.00
<u>Grand Traverse County Board of Commissioners</u> Funding for the 24-hour crisis intervention and suicide prevention services through Third Level Crisis Services program. Our professional crisis intervention services are available to all residents of Antrim, Benzie, Charlevoix, Grand Traverse, Leelanau, and Manistee counties without discrimination 24 hours a day, every day of the year. Services are available by telephone/toll free lines, and in person at 3785 Veterans Drive in TC, by text message, and online through a message to our Facebook page. People can contact Third Level at any time for help with anything from assistance with utility bills to conquering thoughts of suicide.	\$ 25,000.00
<u>Grand Traverse County Board of Commissioners</u> Funding for the Easling Pool Community Campaign. Usership at Easling Pool, once thought endangered by the new West YMCA location two years ago, has seen new record highs since the YMCA took over operations of the pool and added a fitness center and opened YCentral at the Civic Center in Jan. 2016. This convergence of need versus constraint, led to action and the creation of the Easling Pool community Campaign.	\$ 35,000.00
<u>Grand Traverse County Board of Commissioners</u> Funding for Project Cherry Tree, a Veteran advocacy organization where the funds will be used to support our efforts of being a catalyst for change in the delivery of our Veterans' earned benefits in rural northern Michigan. All funds are dedicated to implementation, administration, and marketing of establishing a VA registration campaign to get the 62.5% of Northern Michigan Veterans currently not registered for VA services.	\$ 30,000.00
<u>Grand Traverse County Board of Commissioners</u> Funding for TART Trails' "the Recycle-A-Bicycle Program" which provides economically disadvantaged community members bicycles for transportation and recreation. \$5,000 will be used to offset the cost of program-building expansion for one year.	\$ 5,000.00

<u>Grand Traverse Metro Fire Department</u> Funding to purchase 12 strut trench rescue shoring kit manufactured by Paratech. This equipment will allow us to reduce our time for setup and implementation of a trench shoring system, thereby increasing the chances of survival for victims. It will also increase the safety factors of our systems and in turn, the safety of rescuers.	\$ 15,300.00
<u>Hayes Township</u> Funding for the construction of a boat launch and fishing pier on Lake Charlevoix in the Hayes Township Park, formerly known as Camp Sea-Gull. As the township seeks to develop the park in a way that enables and encourages public use, construction of the proposed boat launch, fishing pier, the attendant park access road and restrooms is a monumental first step.	\$ 15,000.00
<u>Lake Township</u> Funding for the Friends of the Sleeping Bear Dunes for a project that involves the removal, disposal, and replacement of an old, inaccessible observation and fishing platform with a new accessible floating fishing platform, this is being fabricated by Michigan Lake Products. Additionally, the access trails, signage, parking area and facilities associated with the Bass Lake Platform will be upgraded to meet or exceed ADA requirements.	\$ 22,000.00
<u>Leelanau County Board of Commissioners</u> Funding to replace outdated and expired equipment in the Leelanau County Mass Casualty Trailer. This trailer was obtained through a Region 7 Homeland Security Planning board grant and is intended to be deployed during mass casualty events. This trailer is intended to provide our Emergency Fire Responders with the necessary resources to provide lifesaving care to numerous victims in order to maximize the level of pre-hospital care, thus elevating the chance of survival for all patients involved.	\$ 3,918.12
<u>Leelanau County Board of Commissioners</u> Funding for two items to serve the function of "rescue entry tools" for each patrol vehicle. Life-threatening situations make quick entry extremely important for the safety of law enforcement personnel and members of the public. The equipment will enhance the Sheriff's Office ability to respond to dangerous situations and gain entry if needed quickly and effectively.	\$ 13,080.00

<u>Leelanau County Board of Commissioners</u> Leelanau County has recognized the impact opioids and other substance abuse has had on County residents. The Leelanau County Substance Abuse Coalition is being formed to bring awareness to this burgeoning program that affects all residents and age groups. A cross-section of community members will be represented in five targeted groups, including Law Enforcement, Prevention and Awareness, the Medical Community, Treatment and Recovery, and Affected Families.	\$ 3,750.00
<u>Leelanau County Board of Commissioners</u> Funding will support the Mid-Michigan Honor Flight with its mission of sending Leelanau County Veterans on a free trip to Washington, DC, to view the memorials built to honor their service and sacrifices to their country.	\$ 5,000.00
<u>Long Lake Township Fire Rescue Department</u> Funding to update our personal protective equipment/firefighting clothing (PPE) for our firefighters. Additionally, we will update our PPE in order to size the coats and pants properly to properly fit our firefighters, some of which are currently in fire school training.	\$ 28,125.00
<u>Milton Township Fire Department</u> Funding to purchase three (3) Mustang cold water/ice rescue suits. The rescue suit allows firefighters to walk on unsafe ice and swim in cold water to rescue people who have fallen through the ice.	\$ 3,083.00
<u>Northwestern Michigan College</u> Funding to continue providing academic, social, and community support services to the native student population and the native community. Our goal is to continue to improve retention and course completion rates of Native American students at NMC.	\$ 23,800.00
<u>Peninsula Community Library</u> Funding to help furnish the new Local History Room, which is the result of a year-long capital campaign. One of the rooms in the new library provides preservation and display opportunities for the rich history of Old Mission Peninsula. History of the area will be collected beginning with early geologic history, and continuing until present day. A large part of the historical collection will incorporate the Native American presence in the area over the centuries.	\$ 5,500.00

<u>South Torch Lake Fire & Rescue Department</u> Funding for the purchase of ice/water rescue equipment for the South Torch Lake Fire & Rescue, which is a paid on-call fire department based in Alden, MI. Members of the department are trained in both water and ice rescue and receive additional training every year. Our ice/water response areas include the south half of Clam Lake and the Clam River; the famous sandbar of Torch Lake, all of Torch River, and the north half of Lake Skegemog. We also respond to mutual aid to Grand Traverse County in the south half of Lake Skegemog.	\$ 31,115.00
<u>Star Township</u> Funding to add onto the township hall to create offices for the clerk and supervisor. There is a great need for offices so the elected officials do not have to work out of their homes. We greatly need to be able to have the officials together and the files all in one building. Our current budget will not allow this type of expenditure.	\$ 25,000.00
<u>Star Township Fire Department</u> Funding to purchase 800 MHz radios. Without 2% funding we will not be able to purchase these extremely expensive radios. Our department is unable to fund such a large expense at this time. We are a small tax based area so the funding is not in our budget for such an important need. It would take us 10 years to save for this. These radios would help us reduce loss of life and property and increase inter-operability.	\$ 20,000.00
<u>Suttons Bay-Bingham Fire & Rescue Authority</u> Funding for replacement of the current EMS unit, which is a 2002 Ford with over 150,000 miles. The ambulance is the most used vehicle in the department. Despite regular maintenance, due to the nature of its use, the vehicle has begun to deteriorate mechanically to the point that it is no longer practical to maintain and therefore needs to be replaced.	\$ 107,340.00
<u>Suttons Bay Public Schools</u> Funding for 50% towards an experienced, certified teacher to teach grade 4 and/or grade 5 for the balance of this school year. The addition of an experienced teacher will help with increasing student achievement, and will help in reducing behavior referrals.	\$ 14,505.62
<u>Torch Lake Township</u> Funding to purchase two Turbodraft Fire Eductors and 200 feet of supply line. These devices allow us to have access to static water resources that are currently unreachable for fighting fire by using traditional drafting techniques.	\$ 8,474.00

<u>Traverse Bay Intermediate School District</u> Funding is for the Great Lakes Children's Museum for their purpose of strengthening the scope and depth of the Museum's educational quality, developing engaging exhibits, while maintaining the safety, cleanliness and quality of the existing programs and structures.	\$ 20,000.00
<u>Traverse City Area Public Schools</u> Funding for FIRST (For Inspiration and Recognition of Science and Technology) Robotics, which is a not-for-profit organization dedicated to inspiring an appreciation of science and technology in young people. The FIRST Robotics Competition is a program that challenges high school students working with professional mentors to design and build a robot to compete in competitions that measure the effectiveness of each robot, the power of collaboration, and the determination of students. Traverse City Central High School will host the 10th Annual Traverse City FIRST Robotics District Competition on March 1-3, 2018.	\$ 5,000.00
<u>Traverse City Area Public Schools</u> Funding for the LEAP program, also known as the Learning, Enrichment, and Athletic Program, which provides athletic, arts, and enrichment opportunities for preschool through 12th grade students. It is the vision of LEAP to provide students with increased opportunities for engagement beyond the school day through educational and recreational activities to improve learning, health, and wellness. This award will be used to offset the losses associated with scholarships provided to those students and families unable to pay participation fees.	\$ 20,000.00
<u>Village of Central Lake - Police Department</u> Funding to purchase a used back-up secondary patrol car for the Central Lake Police Department. Funding will not only provide immediate assistance, but it is believed that it will provide assistance for many years to come. An extra vehicle through this request can and will be used for the next 5-plus years.	\$ 10,000.00
<u>Village of Elk Rapids Downtown Development Authority</u> Funding for preliminary design and engineering for the Elk Rapids segment of the Traverse City to Charlevoix Trail (TVC-CHX Trail). The trail has an ambitious goal to connect two regional trail networks that link the communities of Traverse City, Acme, Elk Rapids, Eastport, Norwood, and Charlevoix (46 miles).	\$ 19,998.19
Total 2nd Half 2017 2%	\$ 910,354.85

FINANCE REPORT

Finance Issues:

Approval of the payment of bills from February 14, 2018 to February 27, 2018 in the amount of \$258,493.87.

March 1 begins delinquency of the 2017 taxes, forfeiture of the 2016 taxes, and foreclosure of the 2015 taxes.

CASH SUMMARY BY FUND FOR BENZIE COUNTY

FROM 10/01/2017 TO 02/26/2018

FUND: ALL FUNDS
CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2017	Total Debits	Total Credits	Ending Balance 02/26/2018
101	GENERAL FUND	1,320,969.13	3,701,748.05	4,969,238.22	53,478.96
201	BENZIE COUNTY ROAD COMMISSION	1,186,944.38	2,290,308.58	2,737,267.11	739,985.85
205	TNT OFFICER MILLAGE FUND	41,544.01	143,350.41	83,063.51	101,830.91
206	SHERIFF'S K-9 FUND	16,726.35	3,664.99	7,329.98	13,061.36
207	SHERIFF'S RESERVES FUND	11.64	0.00	0.00	11.64
208	SHERIFF'S DIVE TEAM FUND	1,382.00	0.00	0.00	1,382.00
211	D.A.R.E. FUND	1,736.17	0.00	0.00	1,736.17
212	BENZIE KIDS	1,502.38	376.00	152.00	1,726.38
213	JAIL OPERATIONS FUND	95,783.42	1,592,970.81	1,247,696.22	441,058.01
214	EMERGENCY MEDICAL SERVICES (EMS) FUN	130,256.30	2,111,723.58	1,578,158.32	663,821.56
215	FRIEND OF THE COURT FUND	72,290.04	2,245.52	0.00	74,535.56
216	SEASONAL ROAD PATROL FUND	24,519.78	2,576.45	3,294.90	23,801.33
217	SNOWMOBILE PATROL FUND	10,936.81	7,136.84	6,064.04	12,009.61
218	PARKS & REC - ICE RINK	16.69	2,500.00	2,500.00	16.69
219	AIRPORT AUTHORITY FUND	1,490.54	25,654.94	34,749.32	(7,603.84)
220	MARINE PATROL FUND	1,659.99	1,349.44	2,698.88	310.55
221	BENZIE-LEELANAU DIST HEALTH DEPT FUN	179,705.39	1,031,597.56	1,073,118.39	138,184.56
228	SOLID WASTE/RECYCLING FUND	83,145.58	325,061.95	141,473.60	266,733.93
230	BETSIIE VALLEY TRAIL MANAGEMENT FUND	5,309.38	19,084.56	21,232.36	3,161.58
231	SOIL EROSION (SESSC) FUND	30,570.00	8,620.00	6,200.00	32,990.00
235	CDBG GRANTS	0.00	0.00	0.00	0.00
241	LAND BANK AUTHOITY FUND	56,752.80	19,366.94	334.38	75,785.36
243	BROWNFIELD REDEVELOPMENT AUTHORITY F	21,315.93	1,862.25	3,724.50	19,453.68
244	E.D.C. ENTERPRISE FUND	2,430.71	29,048.36	29,854.08	1,624.99
245	REMONUMENTATION/SURVEY GRANT FUND	27,478.47	38,056.00	52,464.00	13,070.47
246	GIS INFORMATION SYSTEM	6,993.28	50.00	0.00	7,043.28
247	ANIMAL CONTROL FUND	169,560.82	201,708.36	158,041.93	213,227.25
249	BUILDING DEPARTMENT FUND	71,178.93	240,395.14	241,100.54	70,473.53
256	REG OF DEEDS AUTOMATION FUND	150,038.16	11,692.82	790.92	160,940.06
258	HOMELAND SECURITY GRANTS	1,629.99	0.00	0.00	1,629.99
260	CPL CLERK TECHNOLOGY FUND	19,738.57	4,450.70	229.42	23,959.85
261	911 EMERGENCY SERVICE FUND	414,266.94	640,325.48	527,338.88	527,253.54
262	DISPATCHER TRAINING FUND	18,031.41	9,145.02	10,154.04	17,022.39
263	LOCAL CORRECTION OFFICER'S TRAINING	16,117.72	8,281.30	13,762.60	10,636.42
264	SHERIFF FORFEITURE FUND	4,582.79	1,826.22	2,104.76	4,304.25
265	JUSTICE TRAINING (302) FUND	7,415.24	5,317.31	7,760.32	4,972.23
269	LAW LIBRARY FUND	1,375.75	17,878.73	15,757.46	3,497.02
276	COMMISSION ON AGING MILLAGE FUND	328,311.12	1,301,664.31	865,786.71	764,188.72
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	36,210.59	188,832.64	194,866.08	30,177.15
293	VETERAN'S RELIEF FUND	71,083.78	79,489.10	73,338.67	77,234.21
294	VETERANS TRUST FUND	5,019.63	5,019.63	10,039.26	0.00
295	VETERAN'S MEMORIAL FUND	0.00	57,156.07	300.00	56,856.07
296	JUVENILE JUSTICE FUND	746.17	10,051.43	10,805.98	(8.38)
310	GOVERNMENT CENTER ADDITION DEBT FUND	34,660.13	45,550.75	2,577.50	77,633.38
312	MAPLES DEBT/MILLAGE FUND	514,023.08	649,197.14	295,386.95	867,833.27
371	JAIL RESERVE FUND	238,205.78	88,057.62	167,931.94	158,331.46

CASH SUMMARY BY FUND FOR BENZIE COUNTY
 FROM 10/01/2017 TO 02/26/2018
 FUND: ALL FUNDS
 CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2017	Total Debits	Total Credits	Ending Balance 02/26/2018
401	CAPITAL IMPROVEMENT FUND	6,744.62	0.00	0.00	6,744.62
412	MCF RENOVATIONS FUND	141,441.09	510,057.08	606,647.66	44,850.51
415	RAILROAD POINT	10,199.12	2,813.10	5,626.20	7,386.02
425	EQUIPMENT REPLACEMENT FUND	121,483.67	128,122.79	142,504.04	107,102.42
512	MEDICAL CARE FACILITY FUND	1,290,631.62	4,330,568.90	4,205,588.68	1,415,611.84
516	DELINQUENT TAX REVOLVING FUND	4,494,666.88	711,558.16	216,008.04	4,990,217.00
532	TAX FORECLOSURE FUND	829,387.05	45,980.27	42,537.30	832,830.02
535	CDBG HOUSING GRANT FUND	97,971.54	80,563.07	108,048.04	70,486.57
569	BUILDING AUTHORITY	9,957.94	2,549.90	5,099.80	7,408.04
595	COMMISSARY/CONCESSION FUND-JAIL	2,135.55	929.30	1,663.36	1,401.49
616	TREASURER'S TAX ADMINISTRATION FUND	54,360.25	0.00	0.00	54,360.25
701	GENERAL AGENCY FUND	2,294,638.65	4,198,843.48	5,251,713.53	1,241,768.60
704	PAYROLL CLEARING FUND	21,039.19	979,802.31	861,983.89	138,857.61
721	LIBRARY PENAL FINE FUND	40,361.24	29,036.91	0.00	69,398.15
764	SHERIFF'S INMATE TRUST FUND	347.85	77,165.58	33,019.07	44,494.36
775	SUMMER TAX COLLECTION FUND	0.00	0.00	0.00	0.00
	TOTAL - ALL FUNDS	14,842,280.39	26,022,383.85	26,079,127.38	14,785,536.86

BILLS TO BE APPROVED February 27, 2017

Motion to approve Vouchers in the amount of:

\$	105,459.95	General Fund (101)
\$	26,456.85	Jail Fund (213)
\$	26,827.41	Ambulance Fund & ALS (214)
\$	19,718.61	Funds 105-238
\$	4,758.23	ACO Fund (247)
\$	131.12	Building (249)
\$	7,275.29	Dispatch 911 Fund (261)
\$	6,134.16	Funds 239-292
\$	36,262.77	Funds 293-640
\$	25,469.48	701 Fund
\$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
<u>\$</u>	<u>258,493.87</u>	

RECEIVED

FEB 22 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

February 14, 2017 - February 22, 2018

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
2/15/2018	\$ 44,941.89	\$ 7,906.86	\$ 13,470.17	\$ 1,918.36	\$ 1,279.57	\$ 131.12	\$ 214.02	\$ 2,683.98	\$ 1,140.73	\$ 6,295.85		\$ 79,982.55
2/22/2018	\$ 60,891.49	\$ 18,549.99	\$ 13,357.24	\$ 17,800.25	\$ 3,478.66		\$ 7,061.27	\$ 3,450.18	\$ 35,122.04	\$ 19,173.63		\$ 178,884.75
2/15/2018	\$ (116.63)											\$ (116.63)
2/21/2018	\$ (256.80)											\$ (256.80)
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
Totals	\$ 105,459.95	\$ 26,456.85	\$ 26,827.41	\$ 19,718.61	\$ 4,758.23	\$ 131.12	\$ 7,275.29	\$ 6,134.16	\$ 36,262.77	\$ 25,469.48	\$ -	\$ 258,493.87

206-K-9 Fund
207-Sheriff Reserve's
208-Dive Team
209-Resource 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							
101-101-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	NAME PLATE - TERRY MONEY	425132-0	02/15/18	16.00	63884
101-101-860.00	TRAVEL	CARLAND, COURTY	MILEAGE FOR JAN/FEB 2018	JAN/FEB 2018	02/15/18	110.75	63866
101-101-860.00	TRAVEL	JEANNOT, ART	COMMISSIONER MILEAGE	JANUARY 2018	02/15/18	86.67	63885
101-101-860.00	TRAVEL	MONEY, TERRY	MILEAGE FOR FEBRUARY 2018	FEBRUARY 2018	02/15/18	6.42	63904
101-101-860.00	TRAVEL	ROELOFS, ROBERT	COMMISSIONER MILEAGE	DEC 17-FEB 18	02/22/18	203.84	64002
101-101-900.00	PRINTING & PUBLISHING	TRAVERSE CITY RECORD	BENZIE COUNTY BOC/ROAD COMM AD	011819819	02/15/18	462.00	63927
101-101-955.10	DUES & REGISTRATIONS	VISA=DAWN OLNEY	MAC REGISTRATION MITCH, COURTY, BOB	FEBRUARY 2018	02/22/18	700.00	64019
			Total For Dept 101 BOARD OF COMMISSIONERS			1,585.68	
Dept 131 CIRCUIT COURT							
101-131-727.00	OFFICE SUPPLIES	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JANUARY 2018	02/22/18	44.38	63985
101-131-730.00	POSTAGE	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JANUARY 2018	02/22/18	102.36	63985
101-131-802.00	TRANSCRIPTS	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JANUARY 2018	02/22/18	330.15	63985
101-131-804.00	RECORDING SERVICES	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JANUARY 2018	02/22/18	78.00	63985
101-131-860.00	TRAVEL	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JANUARY 2018	02/22/18	96.30	63985
101-131-930.00	EQUIPMENT REPAIR	MANISTEE COUNTY	BENZIE REIMBURSEMENT	JANUARY 2018	02/22/18	275.73	63985
			Total For Dept 131 CIRCUIT COURT			926.92	
Dept 136 DISTRICT COURT							
101-136-727.00	OFFICE SUPPLIES	CENTURYLINK	COUNTY 800 #'S AND LONG DISTANCE F	1431945839	02/15/18	6.29	63868
101-136-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	RENTAL & DEPOSIT RETURN	42-3053	02/15/18	6.50	63898
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	SIGN	100548713001	02/15/18	9.24	63911
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	MAGNETS/PENS	103025791001	02/15/18	24.17	63912
101-136-727.00	OFFICE SUPPLIES	FIELD CRAFTS	OFFICE ATTIRE	67857	02/22/18	33.90	63966
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	ENVELOPE MO/PLANNER/PENS/FOLDERS	103025709001	02/22/18	68.57	63993
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	FOLDERS/CORR TAPE/TAPE DISP	107406379001	02/22/18	85.31	63994
101-136-805.00	COURT SUPPLIES	GRAFF, JACOB	WEATHERS/WORTON/WILSON/HANSON/HALL	02/12/2018	02/15/18	1,750.00	63876
101-136-805.00	COURT APPOINTED ATTORNEY	HURT, DAVID G.	ATTY DENUNE/RIDER	02/12/2018	02/15/18	500.00	63880
101-136-805.00	COURT APPOINTED ATTORNEY	CICCHELLI, ANTHONY	T MARSH	18-010-SM	02/22/18	250.00	63952
101-136-970.00	EQUIPMENT	EXCEL OFFICE INTERIOR	SURGE PROTECTORS	92472	02/15/18	40.00	63874
101-136-970.00	EQUIPMENT	VISA=KIM NOWAK	CHAIRS	02/12/2018	02/15/18	203.29	63931
			Total For Dept 136 DISTRICT COURT			2,977.27	
Dept 141 FRIEND OF THE COURT							
101-141-964.10	REIMBURSEMENT TO MANISTEE	MANISTEE COUNTY FOC	SHARED EXPENSES	DECEMBER 2017	02/15/18	16,464.93	63895
			Total For Dept 141 FRIEND OF THE COURT			16,464.93	
Dept 142 JUVENILE DIVISION							
101-142-804.00	RECORDING SERVICES	COLEEN ROCKER	COURT RECORDING	FEB 8, 2018	02/15/18	116.50	63872
101-142-804.00	RECORDING SERVICES	MAT COURT RECORDING &	COURT RECORDING	FEB 8 2018	02/15/18	400.00	63897
101-142-957.40	NON REIMBURSABLE EXPENSE	BAILEY LAPAN	KEYBOARD PURCHAS142E FOR IHC CLIE	2/7/18	02/15/18	100.00	63856
			Total For Dept 142 JUVENILE DIVISION			616.50	
Dept 148 PROBATE COURT							
101-148-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	RENTAL & DEPOSIT RETURN	42-3053	02/15/18	6.50	63898
101-148-727.00	OFFICE SUPPLIES	OFFICE DEPOT	SIGN	100548713001	02/15/18	9.25	63911
101-148-727.00	OFFICE SUPPLIES	VISA=KIM NOWAK	CHAIRS	02/12/2018	02/15/18	203.29	63931
101-148-727.00	OFFICE SUPPLIES	FIELD CRAFTS	OFFICE ATTIRE	67857	02/22/18	33.90	63966
101-148-805.00	COURT APPOINTED ATTORNEY	KEHR, LINDA MOOREY	H CABOT, PP	17-0147-CA	02/15/18	500.00	63887
101-148-805.00	COURT APPOINTED ATTORNEY	OLSON BZOK & HOWARD	A TABBERT, LII	9800-06M	02/15/18	150.00	63913
101-148-805.00	COURT APPOINTED ATTORNEY	KEHR, LINDA MOOREY	F WALTERHOUSE, LII	18-005-GA	02/22/18	150.00	63979
101-148-805.00	COURT APPOINTED ATTORNEY	LAW OFFICE OF HEATHER	M BOOTH	17-0173-CA	02/22/18	947.50	63983
101-148-860.00	TRAVEL	NOWAK, KIM	MJI CONFERENCE REIMBURSEMENT/TRAVE	02/12/2018	02/15/18	222.03	63909

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 148 PROBATE COURT							
101-148-955.00	STAFF DEVELOPMENT/CONFER	NOWAK, KIM	MJI CONFERENCE REIMBURSEMENT/TRAVE	02/12/2018	02/15/18	22.70	63909
101-148-955.00	STAFF DEVELOPMENT/CONFER	VISA=KIM NOWAK	MJI CONF MEAL	02/12/2018	02/15/18	22.47	63930
101-148-955.10	DUES & REGISTRATIONS	MPURA	DUES (KN; AO; NB)	02/02/2018	02/15/18	225.00	63905
101-148-956.20	EXAMINATIONS - DEV DISAB	LANGER, M.S.W., PH.D.	M BOOTH, LII	17-0166-GA	02/15/18	350.00	63891
101-148-962.00	JIS RELATED COSTS	STATE OF MICHIGAN	JANUARY - FEBRUARY - MARCH USER FE	02/14/2018	02/15/18	874.22	63921
101-148-970.00	EQUIPMENT	EXCEL OFFICE INTERIOR	SURGE PROTECTORS	92472	02/15/18	40.00	63874
			Total For Dept 148 PROBATE COURT			3,756.86	
Dept 172 ADMINISTRATOR							
101-172-703.06	WAGES-SECRETARY	SWANDER, CANDICE	A/P & PAYROLL ENTRY	1/30-2/14/18	02/15/18	202.50	63923
101-172-860.00	TRAVEL	VISA=MITCHELL DEISCH	VI GRILL	1/19/18	02/22/18	20.14	64022
101-172-955.10	DUES & REGISTRATIONS	VISA=DAWN OLNEY	MAC REGISTRATION MITCH, COURV, BOB	FEBRUARY 2018	02/22/18	350.00	64019
			Total For Dept 172 ADMINISTRATOR			572.64	
Dept 215 COUNTY CLERK							
101-215-727.00	OFFICE SUPPLIES	PROMARK	REGULAR AND WINDOW ENVELOPES	18882	02/22/18	846.84	63999
			Total For Dept 215 COUNTY CLERK			846.84	
Dept 261 MSU EXTENSION							
101-261-730.00	POSTAGE	BENZIE COUNTY CLERK	POSTAGE MSU EXTENSION	JANUARY 2018	02/15/18	1.38	63858
			Total For Dept 261 MSU EXTENSION			1.38	
Dept 265 BUILDING & GROUNDS							
101-265-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	JANUARY 2018 FUEL FOR 2009 DODGE	1023	02/15/18	104.73	63859
101-265-749.00	VEHICLE REPAIRS	XPRESS LUBE	2009 DODGE TRUCK OIL CHANGE AND NE	31315	02/15/18	68.74	63936
101-265-750.00	MAINTENANCE SUPPLIES	NUCENT HARDWARE	BATTERIES ETC	146553	02/15/18	44.96	63910
101-265-750.00	MAINTENANCE SUPPLIES	KENDALL ELECTRIC	LIGHT BULBS	5106593455-003	02/22/18	75.84	63980
101-265-800.00	CONTRACTED SERVICES	GOTSCHALK CLEANING S	JANUARY 2018 CLEANING SVC.	689	02/15/18	1,975.00	63875
101-265-800.00	CONTRACTED SERVICES	KONE INC.	MAINTENANCE AGREEMENT 8/1/17-10/31	949688854	02/15/18	170.97	63888
101-265-800.00	CONTRACTED SERVICES	BENZIE COUNTY ROAD CO	WINTER MAINTENANCE JAN 2018	5018	02/15/18	233.66	63859
101-265-821.00	SNOW REMOVAL	AMERICAN WASTE	FEBRUARY 2018 DUMPSTERS	2384013	02/15/18	175.00	63855
101-265-821.00	GARBAGE DISPOSAL	CENTURYLINK	COUNTY 800 #'S AND LONG DISTANCE F	1431945839	02/15/18	47.56	63868
101-265-850.00	TELEPHONE	TELENET WORLDWIDE	2/8-3/7/18 PRI FAXES	126790	02/22/18	465.14	64012
101-265-850.00	TELEPHONE	DTE ENERGY	GOVERNMENT CENTER GAS	9100 209 3120 0	02/22/18	1,512.38	63960
101-265-923.00	ELECTRIC	CONSUMERS ENERGY	GOVT CENTER GARAGE	1000 0586 8649	02/22/18	172.44	63954
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	GOVT CENTER ELECTRIC	1000 0051 4248	02/22/18	5,448.86	63954
101-265-930.00	EQUIPMENT REPAIR	KONE INC.	CORRECTION ORDER REPAIR PER STATE	1157544070	02/15/18	692.26	63888
101-265-935.00	BUILDING REPAIRS	NUCENT HARDWARE	NEW FLAGS	146745	02/22/18	104.98	63992
101-265-970.00	EQUIPMENT	BENZIE APPLIANCE & TV	CLERKS OFFICE ANSWERING MACHINE	10172858	02/22/18	19.99	63942
			Total For Dept 265 BUILDING & GROUNDS			11,312.51	
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY,	NON RETAINER EXPENSES	JANUARY 2018	02/15/18	341.46	63870
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY,	RETAINER EXPENSES	JANUARY 2018 2	02/15/18	1,833.34	63870
101-266-810.00	LEGAL FEES	CUMMINGS, MCCLOREY, D	GENERAL LEGAL	245824	02/22/18	2,198.05	63957
101-266-810.00	LEGAL FEES	FIGURA, RICHARD	MULTIPLE LEGAL MATTERS	BC-163	02/22/18	3,442.50	63967
			Total For Dept 266 LEGAL & CONTRACTED SERVICES			7,815.35	
Dept 267 PROSECUTING ATTORNEY							
101-267-808.00	WITNESS FEES	EMILY VOTRUBA	WITNESS FEE&MILEAGE (17 MILES@ \$.1	022018	02/22/18	7.70	63964
101-267-808.00	WITNESS FEES	MICHAEL MCCALPIN	WITNESS FEE & MILEAGE (16 MILES @	021518	02/22/18	7.60	63989
101-267-827.00	MGT CONTRACT	MGT OF AMERICA, INC.	JAN 31 REPORT DISCOVERY&DEVELOPMEN	32930	02/22/18	1,850.00	63988
101-267-955.00	CONVENTIONS & MEETINGS	VISA=SARA SWANSON	CONFERENCE/SARA&SONYA	0132	02/22/18	160.00	64024

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 267 PROSECUTING ATTORNEY							
Dept 268 REGISTER OF DEEDS			Total For Dept 267 PROSECUTING ATTORNEY			2,025.30	
101-268-800.00	CONTRACTED SERVICES - LA	FIDLAR TECHNOLOGIES I	JANUARY 2018 LAREDO USAGE FEE	0220013-IN	02/22/18	950.11	63965
Dept 285 CENTRAL SERVICES			Total For Dept 268 REGISTER OF DEEDS			950.11	
101-285-730.00	POSTAGE	RESERVE ACCOUNT	POSTAGE FOR METER BY PHONE	46789160	02/15/18	2,500.00	63915
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP, ADMIN COPER		160121	02/15/18	106.80	63924
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP, EQUALIZATION/PRINTER ROOM COPER		160151	02/15/18	279.35	63924
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP, PROSECUTOR'S FAX		160731	02/22/18	126.51	64010
Dept 286 TECHNOLOGY SUPPORT			Total For Dept 285 CENTRAL SERVICES			3,012.66	
101-286-963.00	COMPUTER SUPPORT	I.T. RIGHT	SERVICE CONTRACT 3/27-4/26/18	20154463	02/15/18	1,494.75	63882
101-286-970.00	EQUIPMENT	I.T. RIGHT	CLERK COMPUTER	20154639	02/22/18	899.00	63974
Dept 301 SHERIFF			Total For Dept 286 TECHNOLOGY SUPPORT			2,393.75	
101-301-727.00	OFFICE SUPPLIES	BENZIE COUNTY SHERIFF	REIMB 11-17 TO 2-8-18	PETTY CASH	02/15/18	23.75	63861
101-301-748.00	GAS, OIL & GREASE	VISA=TED SCHENDEL	EQUIP, SUPPLIES, TRAINING	6866	02/15/18	27.16	63933
101-301-749.00	VEHICLE REPAIRS	AMAZON CAPITAL SERVIC	H9 HIGH BEAM	1EM4-D3KY-XX1W	02/22/18	12.95	63940
101-301-749.00	VEHICLE REPAIRS	AMAZON CAPITAL SERVIC	HIGH BEAM	1M3H-PNOJ-64MJ	02/22/18	19.65	63940
101-301-751.00	UNIFORMS	VISA=TED SCHENDEL	EQUIP, SUPPLIES, TRAINING	6866	02/15/18	123.39	63933
101-301-800.00	CONTRACTED SERVICES	I.T. RIGHT	SERVICE CONTRACT 3/27-4/26/18	20154463	02/15/18	1,559.44	63882
101-301-850.00	TELEPHONE	TELNET WORLDWIDE	PHONE INV#127819	1824	02/22/18	577.28	64013
Dept 333 SECONDARY ROAD PATROL			Total For Dept 301 SHERIFF			2,343.62	
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	18.40	63939
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	25.46	63939
101-333-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	1,156.85	63946
Dept 426 EMERGENCY MANAGEMENT			Total For Dept 333 SECONDARY ROAD PATROL			1,200.71	
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	18.40	63939
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	9.83	63939
101-426-725.00	FRINGE BENEFITS	BLUE CROSS BLUE SHIEL	PPO COVERAGE	MARCH 2018	02/22/18	507.58	63947
101-426-850.00	TELEPHONE	VERIZON WIRELESS	EMD, JAIL/CORRECTIONS, ALS	980089142	02/15/18	49.16	63929
101-426-967.00	PROJECT EXPENSES	FIGURA, RICHARD	MULTIPLE LEGAL MATTERS	BC-163	02/22/18	189.00	63967
Dept 649 MENTAL HEALTH			Total For Dept 426 EMERGENCY MANAGEMENT			773.97	
101-649-836.00	APPROPRIATIONS	CENTRA WELLNESS NETWO	MONTHLY APPROPRIATION	FEBRUARY 2018	02/15/18	9,584.88	63867
Dept 852 MEDICAL INSURANCE			Total For Dept 649 MENTAL HEALTH			9,584.88	
101-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	817.34	63939
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	31,774.87	63946
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CROSS BLUE SHIEL	PPO COVERAGE	MARCH 2018	02/22/18	2,740.89	63947
101-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	931.10	63939
101-852-874.00	MEDICAL INSURANCE - RET	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	33.87	63939
Dept 852 MEDICAL INSURANCE			Total For Dept 852 MEDICAL INSURANCE			36,298.07	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Fund 205 TNT OFFICER MILLAGE FUND							
Dept 000						105,459.95	
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	22.90	63939
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	25.46	63939
205-000-725.00	FRINGE BENEFITS	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	1,156.85	63946
205-000-970.00	EQUIPMENT	VISA=TED SCHENDEL	EQUIP, SUPPLIES, TRAINING	6866	02/15/18	66.05	63933
			Total For Dept 000			1,271.26	
			Total For Fund 205 TNT OFFICER MILLAGE FUND			1,271.26	
Fund 206 SHERIFF'S K-9 FUND							
Dept 000						687.21	
206-000-967.00	PROJECT EXPENSES	VISA=TED SCHENDEL	EQUIP, SUPPLIES, TRAINING	6866	02/15/18	687.21	63933
			Total For Dept 000			687.21	
			Total For Fund 206 SHERIFF'S K-9 FUND			687.21	
Fund 213 JAIL OPERATIONS FUND							
Dept 265 BUILDING & GROUNDS						14.97	63854
213-265-782.00	MAINTENANCE SUPPLIES	AMAZON CAPITAL SERVIC	PHONE CORDS	1KTN-4T69-XNM6	02/15/18	14.97	63854
213-265-783.00	EQUIP. SERVICES & SUPPLI	VISA=TED SCHENDEL	EQUIP, SUPPLIES, TRAINING	6866	02/15/18	259.68	63933
213-265-783.00	EQUIP. SERVICES & SUPPLI	AMAZON CAPITAL SERVIC	LED TUBE LIGHTS	1FHC-3GIV-PFTM	02/22/18	79.99	63940
213-265-850.00	TELEPHONE	CHARTER COMMUNICATION	CABLE	0010078021218	02/22/18	30.92	63951
213-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	EMD, JAIL/CORRECTIONS, ALS	980089142	02/15/18	3.41	63929
213-265-923.00	FUEL - NATURAL GAS	DTE ENERGY	NATURAL GAS FEB '18	910020929204	02/22/18	1,889.64	63961
213-265-924.00	ELECTRIC	CONSUMERS ENERGY	ELECTRIC FEB '18	100000514313	02/22/18	3,872.03	63955
			Total For Dept 265 BUILDING & GROUNDS			6,150.64	
Dept 351 JAIL - CORRECTIONS							
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVIC	HON FILE CABINET LOCK	1HDH-HTFW-JCRQ	02/15/18	15.99	63854
213-351-727.00	OFFICE SUPPLIES	VISA=TED SCHENDEL	EQUIP, SUPPLIES, TRAINING	6866	02/15/18	49.40	63933
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVIC	FRAME FOR JAIL SIGN	117-JJ7C-3GM9	02/22/18	24.31	63940
213-351-834.00	PRISONER MEDICAL - BENZI	ADVANCED CORRECTIONAL	INMATE HEALTHCARE JAN '18	71912	02/15/18	6,385.98	63852
213-351-865.00	PRISONER TRANSFER	BENZIE COUNTY SHERIFF	REIMB 11-17 TO 2-8-18	PETTY CASH	02/15/18	52.43	63861
213-351-956.00	EMPLOYEE PHYSICALS	MANAGEMENT & BEHAVIOR	PSYCH EVAL EMP	MARTINSON	02/15/18	875.00	63894
213-351-956.00	EMPLOYEE PHYSICALS	THE WALK IN CLINIC	PHYSICAL FOR J. MARTINSON	185579	02/22/18	137.00	64014
213-351-963.00	COMPUTER EQUIPMENT	I.T. RIGHT	SERVICE CONTRACT 3/27-4/26/18	20154463	02/15/18	250.00	63882
			Total For Dept 351 JAIL - CORRECTIONS			7,790.11	
Dept 852 MEDICAL INSURANCE							
213-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	209.25	63939
213-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	12,031.25	63946
213-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	275.60	63939
			Total For Dept 852 MEDICAL INSURANCE			12,516.10	
			Total For Fund 213 JAIL OPERATIONS FUND			26,456.85	
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS						46.66	63910
214-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	SOAP, UNION, CABLE TIE, LED LIGHT	146474	02/15/18	46.66	63910
214-265-750.00	MAINTENANCE SUPPLIES	NUGENT HARDWARE	ST. 3 GARAGE REPAIR SUPPLIES	146775	02/22/18	31.97	63992
214-265-750.00	MAINTENANCE SUPPLIES	VISA=JAMES HENDERSON	VISA BILL J. HENDERSON	02132018	02/22/18	55.69	64020
214-265-850.01	INTERNET SERVICE	DIRECT TV	STATION 2 TV	33504703513	02/22/18	149.39	63959
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	EMD, JAIL/CORRECTIONS, ALS	980089142	02/15/18	53.53	63929

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-922.00	WATER & SEWER	CITY OF FRANKFORT	STATION 3 WATER BILL	02/08/2018	02/15/18	66.50	63869
214-265-923.00	FUEL - PROPANE GAS	DTE ENERGY	FEB GAS BILL - STATION 3 GARAGE	FEBRUARY 18	02/22/18	166.81	63960
214-265-923.00	FUEL - PROPANE GAS	DTE ENERGY	FEB GAS BILL STATION 3	FEBRUARY 18A	02/22/18	257.22	63960
214-265-924.00	ELECTRIC	CONSUMERS ENERGY	STATION 3 ELECTRIC	205543680128	02/22/18	118.46	63954
214-265-924.00	ELECTRIC	CONSUMERS ENERGY	STATION 3 GARAGE ELECTRIC	205543680129	02/22/18	61.18	63954
214-265-935.00	BUILDING REPAIRS	GRAND TRAVERSE CARPET	CLEANED CARPETS/CHAIRS AT STATION	2/2/2018 - 2678	02/15/18	177.53	63877
214-265-935.00	BUILDING REPAIRS	POMEROY HOME FURNISHI	RECLINER FOR STATION 3	07662	02/22/18	505.00	63998
214-265-935.00	BUILDING REPAIRS	RUDOLPH RAKAN	COUCH FOR STATION 3	18-001RR	02/22/18	300.00	64005
214-265-970.00	EQUIPMENT & REPAIR	KOORSEN FIRE AND SECU	FIRE EXTINGUISHER MAINTENANCE / INS	4329422	02/15/18	599.03	63889
Total For Dept 265 BUILDING & GROUNDS						2,588.97	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
CONTRACTS FOR SERVICE							
214-655-632.50	PER DIEM	NORTH FLIGHT, INC.	BILLING SERVICES	BEN0118	02/15/18	2,875.00	63907
214-655-721.00	PER DIEM	FRANKE, JIM	EMS ADVISORY PER DIEM	2/20/18	02/22/18	35.00	63969
214-655-721.00	PER DIEM	JOWETT, GAVLORD	EMS ADVISORY PER DIEM	2/20/18	02/22/18	35.00	63977
214-655-721.00	PER DIEM	MARKEY, TIM	EMS ADVISORY PER DIEM	2/20/18	02/22/18	35.00	63986
214-655-721.00	PER DIEM	MEAD, MICHAEL	EMS ADVISORY PER DIEM	2/20/18	02/20/18	35.00	63987
214-655-727.00	OFFICE SUPPLIES	VISA=JAMES HENDERSON	VISA BILL J. HENDERSON	02132018	02/22/18	70.24	64020
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MEDICAL SUPPLIES	82772464	02/15/18	346.92	63865
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MEDICAL SUPPLIES	82770919	02/15/18	232.60	63865
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MEDICAL SUPPLIES	82770918	02/15/18	87.96	63865
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MEDICAL SUPPLIES	82770920	02/15/18	115.02	63865
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MEDICAL SUPPLIES	82765935	02/15/18	414.68	63865
214-655-735.00	MEDICAL SUPPLIES	MUNSON MEDICAL CENTER	ALMIRA MEDICAL SUPPLIES	82765935	02/15/18	2,730.00	63906
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	NOV / DEC 2017 - PROVIDER CLASSES	BCMSA NOV/DEC	02/15/18	30.79	63853
214-655-748.00	GAS, OIL & GREASE	SHELL FLEET PLUS	SHELL FUEL CREDIT CARD - FEBRUARY	9950662288	02/22/18	357.44	64006
214-655-749.00	VEHICLE REPAIRS	JUST TRUCKS INC	A22 ELECTRICAL REPAIR	79423216802	02/22/18	847.80	63978
214-655-800.05	CONTRACTED SERVICES - TH	THOMPSONVILLE AMBULAN	AMBULANCE FEES	1028671	02/15/18	4,950.00	63925
214-655-860.00	TRAVEL	FRANKE, JIM	EMS MILEAGE	AUG 17-NOV 17	02/22/18	5.35	63969
214-655-860.00	TRAVEL	MARKEY, TIM	EMS MILEAGE	2/20/18	02/22/18	10.70	63986
214-655-860.00	TRAVEL	MEAD, MICHAEL	EMS MILEAGE	2/20/18	02/22/18	7.49	63987
214-655-961.00	TRAINING & SCHOOLS	MUNSON MEDICAL CENTER	NOV / DEC 2017 - PROVIDER CLASSES	BCMSA NOV/DEC	02/15/18	691.50	63906
214-655-961.00	TRAINING & SCHOOLS	VISA=JAMES HENDERSON	VISA BILL J. HENDERSON	02132018	02/22/18	131.10	64020
214-655-963.00	COMPUTER SUPPORT	I.T. RIGHT	SERVICE CONTRACT 3/27-4/26/18	20154463	02/15/18	52.45	63882
Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)						14,097.04	
Dept 852 MEDICAL INSURANCE							
214-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	253.18	63939
214-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	9,640.42	63946
214-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	247.80	63939
Total For Dept 852 MEDICAL INSURANCE						10,141.40	
Total For Fund 214 EMERGENCY MEDICAL SERVICES (E						26,827.41	
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000							
228-000-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL FOR THE TRUCK	1027	02/15/18	164.45	63859
228-000-800.00	CONTRACTED SERVICES	AMERICAN WASTE	AW CONTRACTED SERVICES JANUARY	2403018	02/22/18	13,784.10	63941
228-000-810.00	LEGAL FEES	FIGURA, RICHARD	MULTIPLE LEGAL MATTERS	BC-163	02/22/18	580.50	63967
228-000-900.00	PUBLIC RELATIONS - PRINT	COLE'S SNOWPLOWING	SAVE A LOT SNOW PLOW JAN.	226	02/15/18	275.00	63871
228-000-900.00	PUBLIC RELATIONS - PRINT	PIONEER GROUP	TREE RECYCLING AD	2618	02/15/18	92.50	63914
228-000-955.00	CONVENTIONS & DUES	MICHIGAN RECYCLING CO	RECYCLE MICHIGAN MEMBERSHIP	1767	02/15/18	150.00	63900
228-000-967.00	PROJECT EXPENSES - GRANT	MICHIGAN RECYCLING CO	EDU GRANT SIGNS FOR SITES	1768	02/15/18	483.15	63901

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 228 SOLID WASTE/RECYCLING FUND						
Dept 000						
Dept 852 MEDICAL INSURANCE			Total For Dept 000			15,529.70
228-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	9.83
228-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	385.62
228-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	18.40
			Total For Dept 852 MEDICAL INSURANCE			413.85
Fund 230 BETSIE VALLEY TRAIL MANAGEMENT FUND						
Dept 000						
230-000-800.00	CONTRACTED SERVICES	JOHNSON HILL LAND ETH	BETSIE VALLEY TRAIL PLANNING	4191	02/22/18	1,816.59
			Total For Dept 000			1,816.59
Fund 247 ANIMAL CONTROL FUND						
Dept 265 BUILDING & GROUNDS						
247-265-850.00	TELEPHONE	CENTURYLINK	COUNTY 800 #'S AND LONG DISTANCE F	1431945839	02/15/18	5.51
247-265-924.00	ELECTRIC & HEATING	CONSUMERS ENERGY	ELECTRIC BILL FOR JAN	201094151146	02/22/18	182.40
247-265-924.00	ELECTRIC & HEATING	DTE ENERGY	GAS BILL FOR JAN	910020929329	02/22/18	183.31
			Total For Dept 265 BUILDING & GROUNDS			371.22
Dept 430 ANIMAL CONTROL						
247-430-727.00	OFFICE SUPPLIES	KOORSEN FIRE & SECURI	ANNUAL FIRE EXTINGUISHER INSPECTIO	3028473	02/22/18	77.90
247-430-727.00	OFFICE SUPPLIES	VISA-KYLE MAURER	PURCHASE OF MICROSOFT ACCESS-WIPER	4826	03/22/18	116.59
247-430-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL BILL FOR JAN	1025	02/15/18	71.27
247-430-749.00	VEHICLE REPAIRS	WATSON BENZIE LLC	BELT REPLACEMENT FOR 2012 RAM	144264	02/22/18	145.55
247-430-751.00	UNIFORMS	TELE-RAD	UNIFORM PANT - JAIME CROEL	883291	02/22/18	63.99
247-430-800.00	CONTRACTED SERVICES	UNIFT EQUIPMENT FINAN	PRINTER BILL FOR JAN AND FEB	360877	02/15/18	148.32
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	1-18C NEUTER PLUS A FECAL PLUS REV	46530	02/22/18	364.70
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	3-18D NEUTER	46568	02/15/18	122.50
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	4-18D NEUTER	46719	02/15/18	285.00
247-430-835.20	VET & DRUG FEES	BETSIE RIVER VETERINA	10-18D SPAY	10-18D	02/15/18	187.60
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	20-18D SPAY 21-18D SPAY	271985	02/22/18	294.70
247-430-945.20	DISPOSALS & BURIALS	AMERICAN WASTE	TRASH BILL FOR FEB	2383144	02/15/18	16.00
247-430-963.00	COMPUTER SUPPORT	I.T. RIGHT	SERVICE CONTRACT 3/27-4/26/18	20154463	02/15/18	78.67
247-430-970.00	EQUIPMENT	VISA-KYLE MAURER	PURCHASE OF MICROSOFT ACCESS-WIPER	4826	03/22/18	20.80
			Total For Dept 430 ANIMAL CONTROL			1,993.59
Dept 852 MEDICAL INSURANCE						
247-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	25.46
247-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	2,313.71
247-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	54.25
			Total For Dept 852 MEDICAL INSURANCE			2,393.42
Fund 249 BUILDING DEPARTMENT FUND						
Dept 371 BUILDING INSPECTOR						
249-371-963.00	COMPUTER SUPPORT	I.T. RIGHT	SERVICE CONTRACT 3/27-4/26/18	20154463	02/15/18	131.12
			Total For Dept 371 BUILDING INSPECTOR			131.12

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 249 BUILDING DEPARTMENT FUND							
Fund 256 REG OF DEEDS AUTOMATION FUND						131.12	
Dept 000							
256-000-800.00	RECORD CONVERSIONS	GRAPHIC SCIENCES, INC	CONVERT IMAGES TO MICROFILM	0146450-IN	02/22/18	395.46	63971
			Total For Dept 000			395.46	
			Total For Fund 256 REG OF DEEDS AUTOMATION FUND			395.46	
Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325'DISPATCH/COMMUNICATION							
261-325-727.00	OFFICE SUPPLIES	CARTRIDGE WORLD	PRINTER CARTRIDGE	02082018	02/22/18	121.79	63949
261-325-727.00	OFFICE SUPPLIES	VISA=RON BERNIS	MARCH PAYMENT	2132018	02/22/18	51.94	64023
261-325-751.00	UNIFORMS	KETZ, CHRISTA	FOOTWEAR REIMBURSEMENT	2172018	02/22/18	120.00	63981
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL	MARCH 2018 SUPPORT	687-R	02/22/18	900.00	64026
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	DISPATCH	38675522-0001	02/15/18	30.45	63929
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	COUNTY CELL PHONES	9801599066	02/22/18	1,282.87	64018
261-325-855.00	RADIO MAINTENANCE/EQUIPM	GRAND TRAVERSE MOBILE	EMS MODERN REPLACEMENT	49101	02/22/18	233.75	63970
261-325-956.00	EMPLOYEE PHYSICALS	CRYSTAL LAKE CLINIC	EMPLOYMENT PHYSICAL	02072018	02/22/18	86.00	63956
261-325-963.00	COMPUTER SUPPORT	I.T. RIGHT	SERVICE CONTRACT 3/27-4/26/18	20154463	02/15/18	183.57	63882
			Total For Dept 325 DISPATCH/COMMUNICATION			3,010.37	
Dept 852 MEDICAL INSURANCE							
261-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	FEB 2018 VISION	178236-2	02/22/18	84.79	63939
261-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CARE NETWORK	BCN COVERAGE	FEBRUARY 2018	02/22/18	4,030.43	63946
261-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FEB 2018	178236	02/22/18	169.70	63939
			Total For Dept 852 MEDICAL INSURANCE			4,264.92	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			7,275.29	
Fund 263 LOCAL CORRECTION OFFICER'S TRAINING FUND							
Dept 362 OTHER CORRECTIONS ACTIVITIES							
263-362-961.00	TRAINING & SCHOOLS	MICHIGAN SHERIFFS ASS	MSA SUMMER CONF REGIS - 4	20180095, 20180	02/15/18	425.00	63902
			Total For Dept 362 OTHER CORRECTIONS ACTIVITIES			425.00	
			Total For Fund 263 LOCAL CORRECTION OFFICER'S TR			425.00	
Fund 264 SHERIFF FORFEITURE FUND							
Dept 000							
264-000-967.00	PROJECT EXPENSES	VISA=TED SCHENDEL	EQUIP, SUPPLIES, TRAINING	6866	02/15/18	316.48	63933
			Total For Dept 000			316.48	
			Total For Fund 264 SHERIFF FORFEITURE FUND			316.48	
Fund 265 JUSTICE TRAINING (302) FUND							
Dept 000							
265-000-967.00	PROJECT EXPENSES	MICHIGAN SHERIFFS ASS	MSA SUMMER CONF REGIS - 4	20180095, 20180	02/15/18	550.00	63902
			Total For Dept 000			550.00	
			Total For Fund 265 JUSTICE TRAINING (302) FUND			550.00	
Fund 269 LAW LIBRARY FUND							
Dept 000							
269-000-901.00	RESOURCE MATERIALS	I.C.I.E.	MI APPELLATE HANDBOOK JAN 2018 UPDA	742768	02/15/18	108.50	63881
269-000-901.00	RESOURCE MATERIALS	LEXISNEXIS MATTHEW BE	MI CIVIL PROC. LITIGATION MANUAL 2	00407841X	02/15/18	170.86	63892

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 269 LAW LIBRARY FUND							
Dept 000							
269-000-901.00	RESOURCE MATERIALS	THOMSON REUTERS - WES	FEBRUARY2018 BOOKS & BOUNDS AND TA	837716489	02/15/18	712.64	63926
269-000-901.00	RESOURCE MATERIALS	LEXISNEXIS MATTHEW BE	DECEMBER 2017 LAW LIBRARY FEES	3091290371	02/22/18	520.00	63984
269-000-901.00	RESOURCE MATERIALS	LEXISNEXIS MATTHEW BE	JANUARY 2018 PATRON LAW LIBRARY	3091304068	02/22/18	520.00	63984
269-000-901.00	RESOURCE MATERIALS	MAN-STEEL COUNTY	BENZIE REIMBURSEMENT	JANUARY 2018	02/22/18	170.17	63985
			Total For Dept 000			2,202.17	
			Total For Fund 269 LAW LIBRARY FUND			2,202.17	
Fund 292 CHILD CARE FUND							
Dept 000							
292-000-840.70	INSTITUTIONAL ROOM & BOA	CHARLEVOIX COUNTY	SUB ABUSE TREATMENT M.BEAVER	2/12/18	02/22/18	1,600.00	63950
292-000-840.95	IN HOME CARE MISC.	HOUSE ARREST SERVICES	TETHER E.MILLIRON	34575-JAN	02/15/18	175.50	63879
292-000-840.95	IN HOME CARE MISC.	LANGER, M.S.W., PH.D.	PSYCH EVAL. J.HALLIAMS	2/7/18	02/15/18	200.00	63890
292-000-840.95	IN HOME CARE MISC.	UNIFI EQUIPMENT FINAN	COPIER/PRINTER LEASE	361374	02/22/18	104.15	64017
292-000-860.00	TRAVEL/GAS CARDS	BENZIE BUS	BUS TOKENS	1859	02/22/18	90.00	63943
292-000-862.00	MENTORING/TUTORING	JOHN PROKES	TUTORING M.BEAVER	2/7/18	02/15/18	25.00	63886
292-000-862.02	DRUG TESTING	REDWOOD TOXICOLOGY LA	DRUG TESTING	01044720181	02/22/18	50.40	64000
			Total For Dept 000			2,245.05	
			Total For Fund 292 CHILD CARE FUND			2,245.05	
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-727.00	OFFICE SUPPLIES	NETLINK BUSINESS SOLU	REPAIRS ON VA COPIER	136078	02/22/18	90.00	63990
			Total For Dept 000			90.00	
			Total For Fund 293 VETERAN'S RELIEF FUND			90.00	
Fund 295 VETERAN'S MEMORIAL FUND							
Dept 000							
295-000-967.00	PROJECT EXPENSES	SWENSEN MEMORIALS	PLAQUE FOR VETERANS PARK	020618	02/22/18	150.00	64009
			Total For Dept 000			150.00	
			Total For Fund 295 VETERAN'S MEMORIAL FUND			150.00	
Fund 371 JAIL RESERVE FUND							
Dept 000							
371-000-970.00	CAPITAL OUTLAY - EQUIPME	ICON SYSTEMS, INC	WATER VALVE	INV000017932	02/15/18	1,140.73	63883
371-000-970.00	CAPITAL OUTLAY - EQUIPME	ICON SYSTEMS, INC	WATER VALVES FOR JAIL	INV000017955	02/22/18	31,048.97	63975
371-000-970.00	CAPITAL OUTLAY - EQUIPME	SHERWIN WILLIAMS	PAINT FOR JAIL	8495-7	02/22/18	332.20	64007
			Total For Dept 000			32,521.90	
			Total For Fund 371 JAIL RESERVE FUND			32,521.90	
Fund 516 DELINQUENT TAX REVOLVING FUND							
Dept 000							
516-000-694.00	CASH OVER/SHORT	SIECK KRISTI	013-30-013-10, OVERPAYMENT ON DEL.	01-015-013-40	02/22/18	2,248.00	64008
			Total For Dept 000			2,248.00	
			Total For Fund 516 DELINQUENT TAX REVOLVING FUND			2,248.00	
Fund 532 TAX FORECLOSURE FUND							
Dept 253	COUNTY TREASURER	TITLE CHECK LLC	1/12 ANNUAL FEE FOR 2015 TAX FORFE	1802-32	02/22/18	1,252.87	64015
532-253-801.00	CONTRACTED SERVICES						

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 532 TAX FORECLOSURE FUND							
Dept 253 COUNTY TREASURER							
			Total For Dept 253 COUNTY TREASURER			1,252.87	
			Total For Fund 532 TAX FORECLOSURE FUND			1,252.87	
Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND APPLIED GRAVES/CARROLL/NORTO	02/12/2018	02/15/18	1,350.00	63851
701-136-265.00	CASH BONDS PAYABLE	DEMISTROFF, THOMAS	BOND RETURNED	17-368-SM	02/15/18	500.00	63873
701-136-265.00	CASH BONDS PAYABLE	NORTON, BRIAN	BOND RETURNED	17-415-ST	02/15/18	50.00	63908
701-136-265.00	CASH BONDS PAYABLE	WAKELEY, TODD	BOND RETURNED	17-363-SM	02/15/18	200.00	63934
701-136-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT -	BOND TRANSFER BROUWER	5153	02/22/18	500.00	63937
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND REVOKED VANHORN/BECKOWITZ	02/15/2018	02/22/18	300.00	63938
701-136-265.00	CASH BONDS PAYABLE	PEDENELLI, DAVID	BOND RETURN	18-031-SM	02/22/18	250.00	63996
701-136-271.00	RESTITUTIONS PAYABLE	BENZIE COUNTY ANIMAL	RESTITUTION FROM COURTNEY SHAWNOSK	17-310-SM	02/15/18	15.00	63857
701-136-271.00	RESTITUTIONS PAYABLE	BENZIE-MANISTEE SNOWB	RESTITUTION FROM DAVID J MATTESON	16-368-FY	02/15/18	314.00	63863
701-136-271.00	RESTITUTIONS PAYABLE	MAGEE, MARK	RESTITUTION FROM EUGENE PLONSKI	17-402-FY	02/15/18	200.00	63893
701-136-271.00	RESTITUTIONS PAYABLE	MARTLYN STENBERG	RESTITUTION FROM GREGORY BALL	03-278-SM	02/15/18	150.00	63896
701-136-271.00	RESTITUTIONS PAYABLE	ROBIN WHITNEY DVM LAK	RESTITUTION FROM COURTNEY SHAWNOSK	17-310-SM2	02/15/18	15.00	63916
701-136-271.00	RESTITUTIONS PAYABLE	STATE FARM INS	RESTITUTION FROM WILLIAM FORTINE	11-089-FD	02/15/18	40.00	63919
701-136-271.00	RESTITUTIONS PAYABLE	CAMPBELL, JEREMY	RESTITUTION FROM MATTHEW BURROWS	11-197-FY	02/22/18	20.00	63948
701-136-271.00	RESTITUTIONS PAYABLE	RECER, BRADLEY	RESTITUTION FROM SHONNA GEE	15-004-SM	02/22/18	50.00	64001
701-136-271.00	RESTITUTIONS PAYABLE	BENZIE COUNTY SHERIFF	DRUG TESTS	01/02/2018	02/15/18	10.75	63862
701-136-272.00	RECOVERY COURT	VISA-KIM NOWAK	INCENTIVE CARDS	02/12/2018	02/15/18	50.00	63932
701-136-272.00	RECOVERY COURT	WALTON, DAVID	REFUND	17-410-ST	02/15/18	5.00	63935
701-136-275.00	REFUNDS					4,019.75	
Dept 148 PROBATE COURT							
701-148-228.06	DUE STATE - SHARED FEES	STATE OF MICHIGAN	JANUARY TRANSMITTAL	01/2018	02/15/18	1,291.35	63920
701-148-228.42	DUE STATE - GENERAL FEES	STATE OF MICHIGAN	JANUARY TRANSMITTAL	01/2018	02/15/18	50.00	63920
701-148-228.56	DUE STATE - FILING FEE	STATE OF MICHIGAN	JANUARY TRANSMITTAL	01/2018	02/15/18	150.00	63920
701-148-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	JANUARY TRANSMITTAL	01/2018	02/15/18	900.00	63920
			Total For Dept 148 PROBATE COURT			2,391.35	
Dept 215 COUNTY CLERK							
701-215-271.00	RESTITUTIONS PAYABLE	SHANE SHEPHERD	RESTITUTION FROM LUCAS BRIGHT	11-2233-FH	02/15/18	30.00	63918
701-215-271.00	RESTITUTIONS PAYABLE	BLARNEY CASTLE	RESTITUTION FROM BAILEY BORTON	16-2469-FH	02/22/18	10.00	63945
701-215-271.00	RESTITUTIONS PAYABLE	FLORENCE STONE	RESTITUTION FROM GARRETT TONN	15-2429-FC	02/22/18	200.00	63968
701-215-271.00	RESTITUTIONS PAYABLE	TOM AND ROBIN LEE	RESTITUTION FROM DONALD MARSHALL	14--2364-FH	02/22/18	60.00	64016
701-215-271.10	FAMILY DIVISION RESTITUT	MCROSIPT DEPT# 77943	RESTITUTION FROM JON ULLOM	06-1320-DL	02/15/18	400.00	63899
701-215-271.03	CIRCUIT COURT MISCELLANE	ELIZABETH CROFT	OVERPAYMENT OF ELIZABETH CROFT	17-17131	02/22/18	1,605.03	63962
701-215-299.03	CIRCUIT COURT MISCELLANE	HUMANA/HUMANA CLAIMS	OVERPAYMENT EDWINS ALKIRE/P#467280	17-19386	02/22/18	430.40	63973
			Total For Dept 215 COUNTY CLERK			2,735.43	
Dept 253 COUNTY TREASURER							
701-253-225.01	BENZIE CENTRAL SCHOOLS	PATRICK AND TONI LEA	PRE REFUND	021218	02/22/18	1,933.57	63995
701-253-274.19	APPEALS/CHARGEBACKS/REFU	BENZIE COUNTY TREASUR	POVERTY EXP 07-004-014-00	020618	02/22/18	22.22	63944
701-253-274.19	APPEALS/CHARGEBACKS/REFU	BENZIE COUNTY TREASUR	POVERTY EXP 12-036-018-00	020518	02/22/18	22.22	63944
701-253-274.19	APPEALS/CHARGEBACKS/REFU	BENZIE COUNTY TREASUR	POVERTY EXP 05-001-470-00	020618	02/22/18	22.22	63944
701-253-274.19	APPEALS/CHARGEBACKS/REFU	BENZIE COUNTY TREASUR	POVERTY EXP 12-502-034-00	020618	02/22/18	260.39	63944
701-253-274.19	APPEALS/CHARGEBACKS/REFU	BENZIE COUNTY TREASUR	TAXABLE VALUE CHANGE 2016 10-205-0	020618	02/22/18	1,075.46	63944
701-253-274.19	APPEALS/CHARGEBACKS/REFU	DALE MILLER	PRE ADJ 2016 10-12-005-004-00	020918	02/22/18	985.35	63958
701-253-274.19	APPEALS/CHARGEBACKS/REFU	NORMAN AND SUSAN LING	PRE ADJ 2014/15/16	020718	02/22/18	8,497.53	63991
701-253-274.19	APPEALS/CHARGEBACKS/REFU	ROGER'S PROPERTIES LL	TAXABLE VALUE ADJ 2016	010518	02/22/18	1,771.57	64003
701-253-274.19	APPEALS/CHARGEBACKS/REFU	ROGER'S PROPERTIES LL	PRE ADJ 2014/15/16	020618	02/22/18	771.59	64004

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 701 GENERAL AGENCY FUND							
Dept 253 COUNTY TREASURER							
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	EMILY SMIDDY	OVERPAYMENT FOR DOG LICENSE	021518	02/22/18	10.00	63963
701-253-280.00	P.R.E. DENIAL INTEREST	PATRICK AND TONI LEA	PRE REFUND	021218	02/22/18	170.88	63995
701-253-281.00	P.R.E. DENIAL 1% ADMIN F	PATRICK AND TONI LEA	PRE REFUND	021218	02/22/18	19.33	63995
			Total For Dept 253 COUNTY TREASURER			15,562.33	
Dept 267 PROSECUTING ATTORNEY							
701-267-268.00	CANINE ADVOCATE FUND	CODY KASTL	DOG FOOD & GROOMING FOR CANINE	2137941	02/22/18	114.54	63953
			Total For Dept 267 PROSECUTING ATTORNEY			114.54	
Dept 301 SHERIFF							
701-301-228.16	DUE STATE - FINGER PRINT	MICHIGAN STATE POLICE	LIVE SCAN JAN '18	551-504869	02/15/18	124.75	63903
701-301-228.63	DUE STATE - SEX OFFENDER	STATE OF MICHIGAN (#3	SOR JANUARY '18	551-504552	02/15/18	450.00	63922
			Total For Dept 301 SHERIFF			574.75	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
701-655-299.13	EMS CONTRIBUTIONS/DONATI	HENDERSON, JIM	REIMBURSEMENT FOR CHILD EDUCATION	SAMS CLUB	02/22/18	71.33	63972
			Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)			71.33	
			Total For Fund 701 GENERAL AGENCY FUND			25,469.48	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund Totals:							
	Fund 101		GENERAL FUND			105,459.95	
	Fund 205		TNT OFFICER MILLAGE FUND			1,271.26	
	Fund 206		SHERIFF'S K-9 FUND			687.21	
	Fund 213		JAIL OPERATIONS FUND			26,456.85	
	Fund 214		EMERGENCY MEDICAL SERVICES			26,827.41	
	Fund 228		SOLID WASTE/RECYCLING FUND			15,943.55	
	Fund 230		BETSIE VALLEY TRAIL MANAGEM			1,816.59	
	Fund 247		ANIMAL CONTROL FUND			4,758.23	
	Fund 249		BUILDING DEPARTMENT FUND			131.12	
	Fund 256		REG OF DEEDS AUTOMATION FUN			395.46	
	Fund 261		911 EMERGENCY SERVICE FUND			7,275.29	
	Fund 263		LOCAL CORRECTION OFFICER'S			425.00	
	Fund 264		SHERIFF FORFEITURE FUND			316.48	
	Fund 265		JUSTICE TRAINING (302) FUND			550.00	
	Fund 269		LAW LIBRARY FUND			2,202.17	
	Fund 292		CHILD CARE FUND			2,245.05	
	Fund 293		VETERAN'S RELIEF FUND			90.00	
	Fund 295		VETERAN'S MEMORIAL FUND			150.00	
	Fund 371		JAIL RESERVE FUND			32,521.90	
	Fund 516		DELINQUENT TAX REVOLVING FU			2,248.00	
	Fund 532		TAX FORECLOSURE FUND			1,252.87	
	Fund 701		GENERAL AGENCY FUND			25,469.48	

Total For All Funds:

258,493.87

Committee Of The Whole

**THE BENZIE COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
February 13, 2018**

The Benzie County Board of Commissioners met as a Committee of the Whole on Tuesday, February 13, 2018, at 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Commissioner ~~Coury Carland~~ Evan Warsecke at 1:30 p.m.

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

The pledge of allegiance was given.

Agenda: Motion by Roelofs, seconded by Sauer, to approve the agenda as presented. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Technology

Minutes: Motion by Carland, seconded by Sauer, to approve the Technology minutes of October 13, 2017 as presented. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None
Exc: Griner Motion carried.

1:32 p.m. Public Input

Sara Swanson, Prosecuting Attorney, spoke regarding the Compensation Report that will be addressed later in the meeting; doesn't feel that the wage study is complete. She provides the Prosecuting Attorney survey from the State. Leelanau County has 3 FT PA and 4 FT Support Staff; Kalkaska has 3 FT PA and 3 Support Staff and we have 4.

1:34 p.m. Public Input Closed

Comm Griner arrives.

Recommendations for Email Server Replacement – IT Right: Paul Trinkka and Caleb Eiffert are present and Paul indicated that he received an email the other day that we were interested in replacing the email server. He has provided 3 bids – 1 virtual and 2 hardware solutions. Systems will need to be brought up to date. Exchange Online Government Hosing Plan will have an annual charge; the hardware solutions you will have hardware replacement in 5-7 years. By switching to the cloud, you are eliminating some of your reoccurring costs.

Motion by Carland, seconded by Jeannot, to recommend to the Board of Commissioners to go with the cloud-based email solution for the email issues in Benzie County. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Technology Update – IT Right:

- a. Recommendations on file share changes, document redirection changes, etc: Mitch stated we will need to revisit this. The County Administrator is to work on getting the room downstairs cleaned up. Caleb stated they would like to subcontract with some cabling companies to clean it up. Reschedule for next month to get a better idea on the downstairs. Response Time: Maridee has been getting a lot of feedback from employees about the ticket process. Sometimes the response time could be two or three days. Paul indicated that if you put in a ticket, be sure to prioritize it and call too if it is an urgent matter.

Committee of the Whole – Technology, HR and Finance

Page 2 of 4

February 13, 2018

Human Resources

Minutes: Motion by Sauer, seconded by Jeannot, to approve the HR Minutes of November 28, 2017 as presented. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Non Union Wage Study – Mitch: He has provided three options:

- 1) Compensation and Classification Study – an independent study that would be completed with job descriptions, market review and scoring system with where employees should be with a matrix.
- 2) Compensation prepared by the previous Administration – Use Benzie County salaries only to determine a method to increase wages to bring non-union employees up to Networks Northwest 10 County average. This was approved by the HR Committee in 2015, but not implemented.
- 3) Market Study – using Benzie County total compensation to determine proximity to Networks Northwest.

There are pros and cons with each option.

Comm Warsecke stated that no matter what we do, we need to follow through with it.

Comm Jeannot what he likes about the proposal is that it begins to parcel it in – we can't do it all at once. But he struggles with the fact that we may do another study. We won't satisfy everybody. It is time to stop talking about it and do it. The missing part is employee reviews.

Comm Money stated the 10 county study is appropriate, but the two largest counties should be thrown out.

Comm Griner asked where we are going to get the extra money. We need total by fund of cost to implement.

Mr. Deisch asks if the board is feeling third option is the right way to go forward.

Comm Money asks Roger if he is talking about the Headlee rollback.

Mr. Deisch asks when do we implement?

Comm Warsecke says as soon as possible.

Comm Sauer asked when the Finance Director is coming on board.

Mr. Deisch says May at the earliest.

TPOAM Letter of Understanding – Mitch: Mitch stated that Matt Nordfjord, with Cohl Stoker Toskey, stated that the Detective's Secretary should be in the union.

Motion by Carland, seconded by Warsecke, to recommend to the Board of Commissioner to approve the Letter of Understanding to allow Karen Mallon to be a member of the TPOAM union. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: Griner Motion carried.

2:56 p.m. Comm Griner Excused

EMS Coordinator Support Positions – Jim Henderson: He is asking for four coordinator position which will be non-supervisory handled by current full time staff: 1- Education Coordinator; 2- Quality Assurance Coordinators (one at each station); and 1-Supply Coordinator. Mr. Henderson would like to post the Education and QA positions – the Supply is being handled by a staff member and has already saved \$5,000. He will not fill the secretary spot right now. There will be a \$0.25/hour shift differential for these new positions.

February 13, 2018

Motion by Jeannot, seconded by Roelofs, to recommend to the Board of Commissioners to approve the job descriptions as presented for the EMS Education Coordinator, Quality Assurance Coordinator and Supply Coordinator as presented. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Finance

Motion by Jeannot, seconded by Warsecke, to rescind the prior motion regarding job descriptions for EMS coordinator positions. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Motion by Carland, seconded by Roelofs, to recommend to the Board of Commissioners the four EMS Coordinator support positions with the corresponding \$0.25 per hour wage increase, contingent on the EMS Advisory Board approval and contingency on budget adjustment being presented to the full board at the next meeting in two weeks. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

3:13 p.m. Public Input

Amy Bissell, Register of Deeds, commented on the compensation study and said you have a fantastic group of employees at the Government Center; you need to remember everyone when doing this study the ways you go about doing this study can be tricky. Duties can go overlooked, extra things they bring in, people on boards. You will miss a lot of the efforts people put in for the county.

Cameron Clarke, spoke regarding the spreadsheet that there are several positions missing – like his. Those positions are very complex. When you do a 10 county study, you wouldn't be able to find someone like his position – he has 2 full time jobs. You won't find comparables for everyone.

Dawn Olney, County Clerk, also spoke regarding the compensation study. I'd like to know what the costs were that you used to put this together.

3:16 p.m. Public Input Closed

Motion by Carland, seconded by Warsecke, to adjourn at 3:16 p.m. Ayes: Carland, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Exc: Griner Motion carried.

Evan Warsecke – Commissioner

Dawn Olney, Benzie County Clerk

Motion by _____, seconded by _____, to adopt the Consent Calendar items listed below as presented:

1. Removed
2. Removed
3. Removed

Committee Appointments

ACTION ITEMS



Memorandum

To: Gary Sauer, Chair-Benzie County Board of Commissioners
From: Frank Post, Director-Emergency Management
Date: January 17, 2018
Subject: Integrated Public Alert and Warning System (IPAWS) Agreement

Attached is an agreement to between FEMA and Benzie County to authorize use to use the Integrated Public Alert and Warning System (IPAWS). This is a component of the CodeRED system that the Board of Commissioners has previously authorized us to utilize as a warning system.

The IPAWS system will allow to disseminate county wide warnings through the IPAWS network for such things as

- Child Abduction Emergency
- Civil Emergency Messages
- Evacuation Warnings
- Fire Warnings
- Hazardous Materials Warning
- Law Enforcement Warnings
- Local Area Emergency
- Shelter in Place Warning
- 911 Telephone Outage

This alerting network is available to us on a countywide basis only. They do, however, go out as emergency alerts to the residents and visitors of Benzie County and must be treated as such.

If you read into the documents there are 2 individuals authorized to issue such alerts and include Director Ronald Berns of Benzie County Central Dispatch and myself.

RECOMMENDATION

I recommend that the Chair of the Benzie County Board of Commissioners be authorized to sign on the county's behalf and enter into an agreement with FEMA for use of the Integrated Public Alert and Warning System (IPAWS) and that Emergency Management Coordinator, Frank Post, as well as Central Dispatch Director, Ronald Berns, be designated as Points of Contact for Benzie County relative to the use of IPAWS.

RECEIVED

JAN 17 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

**Memorandum of Agreement
between the
Benzie County
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

Regarding the use of:

**Benzie County
Interoperable System(s)
and**

**IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 1.1

17 Jan 2018

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

MEMORANDUM OF AGREEMENT

SUPERSEDES: None

INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Benzie County hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Division regarding the utilization and security of Benzie County Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the IPAWS Initiative.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA – IPAWS Division is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This newly signed agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Benzie County Official

Name: Gary Sauer

Title: Gary Sauer Chairman, Benzie County Board of Commissioners

X  2-28-18
(Signature) Date)

Benzie County
448 Court Place
Beulah, MI, 49617

Federal Emergency Management Agency

IPAWS OPEN System Owner

Name: Mark A. Lucero

Title: Chief, IPAWS Engineering

(Signature) Date)
Attn: IPAWS-OPEN System Owner, Suite 506
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-0001

FEMA Authorizing Official or Designee

(Signature) Date)

FEMA CISO or Deputy CISO

(Signature) Date)

Appendix A

Listing of Interoperable Systems

IPAWS recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	FEMA Emergency Operations Center
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **CodeRED**

Function:	Web based public notification system
Location:	Atlanta, GA; Dallas, TX; Las Vegas, NV;
Description of data, including sensitivity or classification level:	Comprised of Unclassified, Non-sensitive CAP data

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Frank Post

Title: Emergency Management Coordinator

Business Email Address: fpost@benzieco.net

Primary Phone Number: 231-882-0567

Alternate Phone Number:

Organization: Benzie County Office of Emergency Management

Mailing Address: 448 Court Place Room 134, Beulah, MI, 49617

Designated Alternate Point of Contact:

Name: Ronald Berns

Title: Director

Business Email Address: rberns@benzieco.net

Primary Phone Number: 231-882-4487

Alternate Phone Number:

Organization: Benzie County Central Dispatch

Mailing Address: 505 South Michigan Ave., Beulah, MI, 49617

Designated Technical Point of Contact:

Name: Frank Post

Title: Emergency Management Coordinator

Business Email Address: fpost@benzieco.net

Primary Phone Number: 231-882-0567

Alternate Phone Number:

Organization: Benzie County Office of Emergency Management

Mailing Address: 448 Court Place Room 134, Beulah, MI, 49617

**FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Adrian R. Gardner	202-646-3006	Adrian.Gardner@fema.dhs.gov	Chief Information Officer, FEMA
Craig Wilson	202-212-1523	Craig.Wilson@fema.dhs.gov	Chief Information Security Officer (Acting)
Mark Lucero	202-646-1386	Mark.Lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	Gary.Ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	Neil.Bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Benzie County Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- EMA's will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. EMA's are expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, EMA's will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Each EMA understands that the use of digital signatures used on behalf of the EMA is binding for the EMA and EMA's will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from IPAWS.
- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and include:
 - At least eight characters in length
 - At least two (02) upper case and two (02) lower case letters
 - At least two (02) numbers and one (01) special character.
- Passwords must not contain names, repetitive patterns, dictionary words, product names, personal identifying information (e.g., birthdates, SSN, phone number), and must not be the same as the user ID.
- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Benzie County Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Benzie County Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Benzie County Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Name (Print): Frank E. Post

Signature: [Handwritten Signature] Date: 11/17/18



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

February 1, 2018

Mr. Donald Tanner, Chair Benzie County Commission
Betsie Valley Trail Management Council
448 Court Place
Beulah, MI 49617

SUBJECT: RIF 18-06-04 – Betsie Valley Trail Management Council
Recreation Improvement Fund – Memo of Understanding

Dear Mr. Tanner:

Enclosed is the Department of Natural Resources, Memorandum of Understanding (MOU), for the program referenced above.

Please have both copies of the MOU signed by the primary contact person for your organization, and return **both original copies** to this office by February 14, 2018. We will sign the originals and return one fully executed document for your files.

If you have grant questions, please contact Megan LeMarbe via email at lemarbem1@michigan.gov or call 517-284-6114. For financial questions contact Bruce Currier via e-mail at currierb1@michigan.gov or call 517-284-6092.

Sincerely,

Jacklin Blodgett, Chief
Administrative Services Section
517-284-6085

Enclosures

cc: Paul Yauk, DNR
Megan LeMarbe, DNR
Emily Meyerson, DNR

RECEIVED

FEB 09 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



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 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 **date of signature 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 **Emily Meyerson**, 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

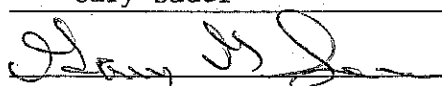
Signature: _____

Date: _____

GRANTEE'S REPRESENTATIVE(S)

Printed Name: Gary Sauer

Title: Board of Commissioner Chair

Signature: 

Date: 2-28-18

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Please sign and return both copies to:

NON-MOTORIZED STATE TRAILS 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 Grant Scope

Grant Number: RIF 18-06-04

Grantee: Betsie Valley 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, 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, (517) 290-8478, lemarbem1@michigan.gov

Correspondence



The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at the Road Commission offices in Honor, Michigan on Thursday, January 25, 2018 at 9:30 AM.

Present: Chairman Bob Rosa
Ted Mick, Member

Manager Skeels
Superintendent Schaub
Clerk Kolinske

Motion by Comm Mick and supported by Comm Rosa to amend the agenda adding sale of by-product from Thomson pit under Discussion. Ayes: Rosa and Mick. Nays: None. Motion carried.

The minutes of the 1/11/18 meeting were accepted as presented.

Motion by Comm Mick and supported by Comm Rosa to pay bills #44767 to # 44798 for the amount of \$148,950.59 and Payroll #02 for \$69,111.89. Ayes: Rosa and Mick. Nays: None. Motion carried.

Cash Summary – Comm Rosa suggested that we might want to put any refunds we receive in the future towards building improvements.

Superintendent's report: We hired a new seasonal driver to use as a spare. Crew has been working on filling potholes and tree clearing as weather permits. We have received all of our salt for this winter season. Approximate cost to fix John Deere loader will be \$20,000.

Standing Guest: Gary Sauer-County Commissioner - Brought the board up to date on issues at the county level. February 1st they will be conducting interviews for a new county commissioner. February 16th they will be conducting interviews for a new county road commissioner. County road commissioner will be appointed till November 2018 and then have the option to run in the November election. Resolution for DAS was approved at the last county meeting.

Public Input: None

Items Before the Board:

2018 Frost Law Contract – Motion by Comm Rosa and supported by Comm Mick to table the 2018 Frost Law Contract until the second meeting in February. Ayes: Rosa and Mick. Nays: None. Motion carried.

Administration raises – Motion by Comm Rosa and supported by Comm Mick to approve 5% raises for the Administrative staff to include the payroll clerk, shop foreman, road foreman and superintendent effective January 22, 2018. Ayes: Rosa and Mick. Nays: None. Motion carried. Financial Manager to be reviewed at six-month anniversary, March 2018. Manager to reviewed at end of contract, November 2018.

Correspondence/Information/Discussion:

1st QTR FY 2018 Preventable Accident Report – Manager Skeels gave brief overview of 1st Qtr FY 2018 report.

1st QTR FY 2018 Financials – Clerk Kolinske gave brief summary of 1st Qtr FY 2018 financials. Over budget expenditure items included winter maintenance, administrative and direct equipment expense.

RECEIVED

FEB 09 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Capital Outlay/Expenditure update – Clerk Kolinske gave brief update on FY 2018 capital outlay.

Driveway Policies – Private Residential Roads – Motion by Comm Rosa and supported by Comm Mick to approve the draft Private Residential Road policy as amended. Ayes: Rosa and Mick. Nays: None. Motion carried.

Driveway Policies – Subdivisions, Site Condominiums and Other Development Projects – Motion by Comm Rosa and supported by Comm Mick to approve the draft Site Condominiums and Other Development Projects policy as amended. Ayes: Rosa and Mick. Nays: None. Motion carried.

Motion by Comm Rosa and supported by Comm Mick to table the Private Commercial Driveway or Road, Residential Driveway, Utility Driveway and Gas or Oil Well Site Driveway policies till next meeting. Ayes: Rosa and Mick. Nays: None. Motion carried.

Oakley Road Gravel – Superintendent Schaub gave brief summary regarding the possible lease of Mr. Ramey's gravel pit. Board gave approval to proceed exploring if this is a viable option for the road commission.

Set Special Meeting Date for Building Improvements – Special meeting date set for March 1, 2018 at 9:30 AM.

Ginny Schalm letter – blind person signs – Manager Skeels gave summary of resident's request. Signs can be installed; however, Mrs. Schalm would be responsible for the cost. Gary Sauer-County Commissioner mentioned that if Mrs. Schalm contacts the post office she may be able to get her mailbox moved. Manager Skeels to follow up with Mrs. Schalm.

Public Input: None

Meeting adjourned at 12:05 PM.

Minutes approved 2/8/2018.

Robert Rosa, Chairman

Jennifer L. Kolinske, Clerk

BENZIE COUNTY VETERANS AFFAIRS COMMITTEE
Meeting Minutes
Monday, January 8, 2018, 9:00am
Conference Room 206, Governmental Center, Beulah, Michigan

P

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

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

Election of Officers. Ed nominated Tom to continue as Chairman and Tom accepted nomination. Kirt nominated Bob to serve as Chairman and Bob accepted nomination. With 4 votes Bob was elected Chairman for 2018. Kirt nominated Dale to serve as Secretary and Dale accepted. With 5 votes Dale was elected Secretary.

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

A motion was made by Tom and supported by Ed to approve December committee meeting minutes. Motion was approved unanimously.

Public Comment: Mr. Joe Simo, a Vietnam veteran, of Crystal Lake Township attended meeting to observe.

Outside Veterans Meetings: Bob and Tom attended Grand Traverse County VA meeting in which there wasn't a quorum again. We learned that Grand Traverse County VA Veteran Service Officers Angela Merz and Pat Muoio resigned.

County Veterans Director Report: None

Budget update: Michelle Thompson provided budget report. The Veterans' Relief Fund (293) has a balance of \$83,193.35. The Veterans' Memorial Fund (295) balance is \$4,535.31. Michelle requested budget amendment to Line #295-000-540.00, Line #295-000-674.00, and Line #295-000-967.00. Roll call: Tom – yes, Kirt – yes, Ed – yes, Camp – yes, Dale – yes, Bob – yes.

Committee Action Items: N/A

Old Business:

- a. Bob and Tom submitted grant request for pavilion.
- b. Kirt obtained list of donors that donated more than \$500 and contractors that donated services and created draft brick orders in order to add them to Memorial.

New Business:

- a. Draft by-laws. Additional discussion and suggestions were made. Final review and approval will take place during February committee meeting.
- b. Ed made a motion and supported by Kirt to create an exploratory committee of three members to explore hiring a Veteran Service Officer for Benzie County and possible agreement with Leelanau County in order to improve services to veterans. Motion was approved unanimously. Ed, Camp, and Kirt will serve on exploratory committee.

Mileage, bills and per diem requests:

- a. Kirt made a motion and supported by Camp to approve mileage and per diem for December committee meeting. Roll call: Tom – yes, Kirt – yes, Ed – yes, Camp – yes, Dale – yes, Bob – yes

Meeting was adjourned at 10:49 a.m.

RECEIVED

FEB 12 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

(3)

January 2018 Statement of Activities Notes

For January month end we are approximately \$97,527 under budget. Mainly due to receiving \$56,446 more in tax revenue and expenses are \$39,409 under budget.

Revenue Accounts:

\$12,628 while we budgeted \$10,400.

- **40615 Advertising Income** \$1,875 for the month. Frankfort Credit Union billed \$75, Grow Benzie billed \$1,800.
- **40710 Sale of Maintenance Services** this service is on hold.
- **40760 – Gains f/Sale Capital Asset** – \$400 for the sale of bus #11 for scrap.
- **40800 Taxes Levied Directly for TA** \$271,446 received from townships for property tax.
- **41101 State Operating Assistance** is \$52,940 monthly.

Over budget expenses:

- **50401 – Fuel & Lubricants** – over budget \$2,565 YTD. Compared to January 2017 fuel cost has increased.

	January 2017	January 2018
Propane	\$.999 gallons 1,781	\$1.199 gallons 2,701
Diesel	\$1.708 gallons 1,493	\$2.196 gallons 1,698
Unleaded	\$1.571 gallons 1,074	\$1.83 gallons 767

- **50700 – Taxes & Fees** – over budget \$181

Under budget expenses:

- **50101 – Labor Expense** – under budget \$38,024 YTD.
- **50200 – Fringe Benefits** – under budget \$13,709 YTD.
- **50399 – Service Expenses** – under budget \$9,922
- **50402 – Tires & Tubes** - under budget \$3,148 YTD.
- **50405 – Office Supplies** - under budget \$534 YTD.
- **50406 – Parts Revenue Vehicles** - under budget \$6,064 YTD
- **50500 – Utilities & Insurance** - under budget \$13,148 We did received Asset Distribution in the amount of \$12,034
- **50903 – Association Dues & Subscription** – under budget \$1,031 YTD

Grant Activity (monies rec'd): (Items not reported in current year revenue & expenses)

None to report

RECEIVED

FEB 21 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Benzie Transportation Authority - Jan 2018 Statement of Activities

	Jan 2018		Oct 2 ' - Jan 2018		2018		Jan 2017		Oct 2016	
	Actual	Budget	Actual	Budget	Annual Budget	Actual	Actual	Actual	Actual	Actual
Income										
40100 · Passenger Fares	9,841.72	9,000.00	38.57	37,000.00	109,000.00	10,204.84		35,718.63		
40200 · Contract Fares	2,786.32	1,400.00	8.25	5,600.00	16,000.00	1,592.00		5,756.50		
40615 · Advertising Income	1,875.00	800.00	6.17	1,100.00	8,000.00	500.00		800.00		
40710 · Sale of Maintenance Services	0.00	2,000.00	0	5,000.00	19,000.00	603.53		6,613.32		
40780 · Gains f/Sale Capital Asset	400.00	0.00	4.43	0.00	0.00	0.00		0.00		
40800 · Taxes Levied Directly for/by TA	271,446.55	215,000.00	388.55	295,000.00	591,355.00	213,534.70		295,042.99		
41101 · State Operating Assistance	52,940.00	52,940.00	211.76	211,760.00	636,211.00	50,164.00		200,656.00		
41301 · Section 5311/Federal Capital Funding	0.00	0.00	0	75,165.00	300,660.00	0.00		20,098.00		
41398 · RTAP	0.00	0.00	0	300.00	4,500.00	0.00		866.79		
41400 · Interest Income/Other Revenue	8.39	40.00	11.73	140.00	750.00	50.62		247.80		
Total Income	339,297.98	281,180.00	637.35	631,565.00	1,687,476.00	276,649.69		585,799.43		
Expense										
50101 · Total Labor Expense	66,126.97	79,700.00	280.77	318,800.00	1,037,000.00	73,710.18		279,894.34		
50200 · Fringe Benefits	17,284.15	18,571.00	68.07	81,784.00	251,500.00	13,253.03		58,614.34		
50310 · Board Compensation	0.00	0.00	52.00	1,140.00	2,500.00	0.00		990.00		
50399 · Service Expense	4,895.97	14,255.00	29.49	39,420.00	101,060.00	26,261.68		45,719.20		
50401 · Fuel and Lubricants	8,651.45	7,400.00	30.77	28,210.00	78,000.00	7,919.49		27,156.79		
50402 · Tires and Tubes	0.00	1,200.00	45.00	3,600.00	10,000.00	1,503.89		10,171.87		
50404 · Major Purchase	0.00	320.00	0	940.00	3,500.00	0.00		0.00		
50405 · Office Supplies	779.57	750.00	2.41	2,960.00	11,100.00	1,152.32		2,689.81		
50406 · Parts Revenue Vehicles	897.96	2,600.00	2.73	8,800.00	30,000.00	3,994.50		9,334.48		
50407 · Parts for Non Revenue Vehicles	0.00	80.00	0	320.00	1,000.00	0.00		362.64		
50499 · Other Materials and Supplies	1,407.33	1,700.00	6.78	7,120.00	21,200.00	5,145.09		13,369.97		
50500 · Utilities & Insurance	(7,322.87)	4,630.00	24.34	37,496.00	43,360.00	(15,347.97)		15,684.06		
50700 · Taxes and Fees	438.00	125.00	55.00	375.00	34,366.00	240.00		375.00		
50902 · Travel, Meetings & Training	110.62	845.00	2.32	3,235.00	10,000.00	807.07		2,279.63		
50903 · Association Dues and Subscript	100.12	360.00	2.54	3,580.00	6,500.00	224.94		3,583.15		
51205 · Sharp Copier/Dispatch Lease	207.80	250.00	85.00	1,000.00	3,000.00	207.80		866.20		
57402 · Ineligible RTAP	0.00	0.00	0	300.00	4,500.00	0.00		888.33		
Total Expense	93,377.07	132,786.00	452.66	539,059.00	1,648,686.00	119,072.02		471,979.81		
Change in Net Assets	245,920.91	148,394.00	185.18	91,996.00	38,790.00	157,577.67		93,819.62		

Honor Bank Checking 28,050.70

Honor Bank Savings 55,000.00
 Cash Reserve 2015 27,000.00
 Cash Reserve 2013 248,447.44
 General 330,447.44
TOTAL

RECEIVED

FEB 21 2018

DAWN OLNEY
 BENZIE COUNTY CLERK
 BEULAH, MI 49617

2/15/2018

FEB/21/2018/WED 04:22 PM

P 003

FAX No.

(H)

BENZIE COUNTY BUILDING AUTHORITY
February 15, 2018

The Benzie County Building Authority met on Wednesday, February 15, 2018 at 9:00 a.m. at the Government Center, 448 Court Place, Beulah, Michigan.

Chair Eric VanDussen called the meeting to order at 9:00 a.m.

Members Present: Clark, Goff, Johnson, VanDussen and Vogler
Ex Officio: Michelle Thompson (arrived at 9:20) and Dawn Olney

3. Agenda: Motion by Goff, seconded by Clark, to approve the agenda as amended, stating that Mr. VanDussen will email all BA members the DHHS meeting dates; Mr. Johnson would like the financial report for each meeting; and add Approval of Closed Session Minutes from February 6, 2018. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

4. Minutes: Motion by Clark, seconded by Vogler, to approve the regular session minutes of February 6, 2018 as corrected. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

Motion by Clark, seconded by Vogler, to approve the closed session minutes of February 6, 2018 as presented. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

5. 9:06 a.m. PUBLIC INPUT

Thelma Novak stated she is so appreciative that you have all stepped forward.

9:07 a.m. Public Input Closed

6. Consideration of attorneys/law-firms to represent the BA in our pending arbitration case: Richard Wilson from Mika Meyers is present and speaks to the board. They are one of the six firms that he gathered information from. Mr. Wilson provided biographies of 4 attorney; their main office is located in Grand Rapids; they have handled cases arbitration cases before the AAA; we would mark the box Go to Court – not arbitration in AIA contracts. Arbitration can be just a time consuming and costly as going to court. Know very little about your case – you are suing the architect but not the contractor. He indicated that they have a number of paralegals on staff and we can hire experts if needed. We could jump into this tomorrow if needed. He and Doug Donnell would be in charge of this case if they were retained.

Motion by VanDussen, seconded by Clark, to allow Ms. Vogler and Mr. VanDussen to speak with the law firm of Mika Meyers and discuss attorney/client privileged information with their firm.

Motion by VanDussen, seconded by Clark, to amend to add: after we receive a conflict's check from their firm.

Vote on amendment: Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None

Vote on original motion as amended: Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

Mr. VanDussen stated that they have asked the firm of Hilger and Hammond to attend a special meeting on March 8.

The firm of Mika Meyers is asked to attend as well.

BUILDING AUTHORITY

February 15, 2017

Page 2 of 4

Motion by VanDussen, seconded by Vogler, to schedule a special meeting for March 8, 2018 at 9:00 a.m. for consideration of two firms – Mika Meyers PLC and Hilger and Hammond PC – regarding pending arbitration. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

7. American Arbitration Association statement Dated February 14, 2018: Mr. VanDussen stated that we are not prepared to make a motion with approval.

Motion by VanDussen, seconded by Vogler, to carry this issue over to the March 8 meeting. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

8. Attorney John Axe (Clark Hill law firm) engagement letter dated February 12, 2018: Mr. VanDussen sent Mr. Axe a copy of the invoices from Kuhn Rogers looking for an opinion as to whether or not the legal fees were allowable from the bond money. Ms. Vogler asks that we pose specific questions to Mr. Axe regarding payments made prior to this with focus on the concern, and give Mr. Axe a not to exceed amount. Mr. VanDussen indicated he does not know how any attorney could give a not to exceed. Ms. Vogler says not more than 10 hours.

Motion by VanDussen, seconded by Vogler, to authorize the Chair to sign an engagement letter with the understanding that Mr. Axe will not exceed 10 hours on this bond opinion and that the chair will pare down the invoices to pin down the invoices that are of concern. Roll call. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

9. General civil counsel needs of the BA and possible budget amendment request to BOC: Mr. VanDussen has discussed this matter with Mr. Delsch, County Administrator. He received a FOIA from the Traverse City Record Eagle and provided info from Kuhn Rogers invoices and the vendor statements regarding total spent to that firm. Concern is that Mr. Figura previously when through all Kuhn Rogers invoices 2012-2017 and that request was sent to the county, and trying to figure out how the county gained access to the Building Authority invoices. Those are attorney/client privileged documents to the BA. It is improper for the county to have access to the BA invoices. Mr. Wilson stated that the attorney/client privilege is with the client, not the county. Mr. VanDussen says we need a budget for civil legal counsel. Any suggestion on an amount. Mr. Goff stated he would like to use the same attorney as for arbitration.

Motion by VanDussen, seconded by Johnson, to request of the Board of Commissioners an additional \$5,000 to add to the 2017-18 Building Authority budget for general civil legal counsel. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

10. Comstock Construction update: Tom Comstock is present and he stated that he has nothing additional to add.

11. Michigan Municipal Risk Management Authority requirements for high risk contracts: Carry over to the March 15 meeting. County Clerk will email the information to all BA members that she has received from MMRMA regarding this.

BUILDING AUTHORITY

February 15, 2017

Page 3 of 4

12. Straub Pettitt Yaste Architects' invoice and Comstock meeting on February 19, 2018: Mr. VanDussen stated that the contract with Stu Pettitt was approved by the BA, but the invoices have been going to Kuhn Rogers.

Motion by VanDussen, seconded by Goff, to request Mr. Pettitt to submit all outstanding and future invoices to the Building Authority for consideration. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

February 19, 2018 there will be a meeting with Comstock, Mr. Pettitt and Mr. Clark to get an assessment for us with an estimation of cost for our next meeting.

13. October 23, 2017 letter to BOC entitled "Arbitration decision by the Building Authority": This item is concerning to the chair; this was not decided in a public meeting; never at any time was this decision by the BA contemplated at a public meeting or any decisions made prior to the this being presented to the BOC the next day in the County Administrator's report. Mr. VanDussen feels thigs were purposely withheld.

Ms. Vogler stated that she believes the memo is misleading. There will be documents that will be released to the taxpayers. She says the taxpayers were being kept in the dark.

Motion by VanDussen, seconded by Vogler, that the Building Authority inform the Board of Commissioners that the October 23, 2017 letter from the former Chair of the Building Authority, Tom Longanbach, entitled Arbitration Decision by the Building Authority was not a decision made at any public meeting of the Building Authority. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

14. Kuhn Rogers PLC: invoices, their retention of BA files, and any other related items: Mr. VanDussen stated that we have an invoice dated January 29, 2018 in the amount of \$5,307.08.

Ms. Vogler says we can't pay it until we know about the 3-year rule issue.

Mr. VanDussen stated that we will address it at the March meeting.

Ms. Vogler also stated that she would like to get the information (15,000 pages) organized in binders and has asked Carolyn Lalas if she would consider doing this. She is ready to sign that she will protect the attorney/client privilege and donate her time to do this task.

Ms. Lalas is present and introduces herself to the board.

Motion by Vogler, seconded by Goff, to allow Carolyn Lalas to assist the secretary of the Building Authority to organize the documents and in doing so, Ms. Vogler will create a document for Ms. Lalas to sign. Roll call: Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

15. New Business: Mr. Clark refers to the December 29, 2017 summary of \$44,000 + fee that didn't make it to be paid.

Mr. VanDussen stated that it never came to the BA for payment.

16. Old Business: Recording Secretary: One application has been received from Sharron May.

Motion by VanDussen, seconded by Vogler, to hire Sharron May as the recording secretary for the Benzie County Building Authority at a rate of \$75.00 per meeting to attend and produce minutes for

BUILDING AUTHORITY

February 15, 2017

Page 4 of 4

any meetings that take no longer than two (2) hours and any meetings that are in excess of two (2) hours, she be paid an additional \$50.00 for every additional half hour. Roll call. Ayes: Clark, Goff, Johnson, VanDussen and Vogler Nays: None Motion carried.

17. 10:58 a.m. Public Input: None

The meeting was adjourned at 10:58 a.m.

Dawn Olney, Benzie County Clerk
Recording Secretary to the Building Authority

DRAFT

The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at the Road Commission offices in Honor, Michigan on Thursday, February 8, 2018 at 9:30 AM.

Present: Chairman Bob Rosa
Ted Mick, Member

Manager Skeels
Superintendent Schaub
Clerk Kolinske

Motion by Comm Rosa and supported by Comm Mick to amend the agenda adding bid packages A, B and C. Ayes: Rosa and Mick. Nays: None. Motion carried.

The minutes of the 1/25/18 meeting were accepted as presented.

Motion by Comm Mick and supported by Comm Rosa to pay bills #44799 to # 44832 for the amount of \$70,925.49 and Payroll #03 for \$66,532.21. Ayes: Rosa and Mick. Nays: None. Motion carried.

Motion by Comm Rosa and supported by Comm Mick to do the EFT transfer for MERS in the amount of \$47,250.86. Ayes: Rosa and Mick. Nays: None. Motion carried.

Superintendent's report: Accident on 2/5/18 with one of our plow trucks while cleaning intersections. John Deere loader is back at BCRC, total repairs were approximately \$20,300.00. Material bids went out this week, bids will be opened on 3/6/18. We will be switching our fleet to a new blade vendor. New blades have longer life and are less expensive.

Standing Guest: Gary Sauer-County Commissioner - Brought the board up to date on issues at the county level. Terry Money has been appointed as the new County Commissioner. February 16th interviews will be held for open Road Commission seat.

Public Input: Chad Hollenbeck introduced himself. He is considering applying for the BCRC open seat.

Items Before the Board:

Commercial Driveway Draft - Motion by Comm Rosa and supported by Comm Mick to approve the draft Commercial Driveway Road policy as amended. Ayes: Rosa and Mick. Nays: None. Motion carried.

Commercial Driveway Draft - Motion by Comm Rosa and supported by Comm Mick to rescind the prior Commercial Driveway Road policy motion. Ayes: Rosa and Mick. Nays: None. Motion carried.

Commercial Driveway Draft - Motion by Comm Rosa and supported by Comm Mick to approve the draft Commercial Driveway Road policy with additional amendments. Ayes: Rosa and Mick. Nays: None. Motion carried.

Residential Driveway Draft - Motion by Comm Mick and supported by Comm Rosa to approve the draft Residential Driveway policy as amended. Ayes: Rosa and Mick. Nays: None. Motion carried.

RECEIVED

FEB 22 2018

160

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Utility Driveway Draft – to be combined with Well Site Driveway draft and presented at next meeting.

Well Site Driveway Draft – to be combined with Utility Driveway draft and presented at next meeting.

PK Contracting Bid Extension – Pavement Markings - Motion by Comm Rosa and supported by Comm Mick to extend the pavement marking bid to PK Contracting for one year. Ayes: Rosa and Mick. Nays: None. Motion carried.

Board – Vice Chair Election - Motion by Comm Rosa and supported by Comm Mick to elect Comm Mick as Vice Chair. Ayes: Rosa and Mick. Nays: None. Motion carried.

Bid Package A - Motion by Comm Rosa and supported by Comm Mick to award Bid Package A including shouldering to Elmer's. Ayes: Rosa and Mick. Nays: None. Motion carried.

Bid Package B - Motion by Comm Rosa and supported by Comm Mick to award Bid Package B excluding shouldering to ATP Precision. Ayes: Rosa and Mick. Nays: None. Motion carried.

Bid Package C - Motion by Comm Rosa and supported by Comm Mick to award Bid Package C with \$2.00/Ton increase for virgin product to ATP Precision. Ayes: Rosa and Mick. Nays: None. Motion carried.

Correspondence/Information/Discussion:

Staffing – Crew-Mechanic/Asst Eng Tech/Asst Foreman/PT Receptionist – Manager Skeels gave brief summary of staffing changes and possible future additions.

Millage renewal language – Manager Skeels instructed to proceed with presenting millage language to county board.

Public Input: Chad Hollenbeck asked questions regarding BCRC millage and current Engineering Technician position. Ron Evitts asked for clarification on the Commercial Driveway policy.

Meeting adjourned at 11:15 AM

Minutes approved 2/22/18.

Robert Rosa, Chairman

Jennifer L. Kolinske, Clerk

Dawn Olney

1

From: Bill Kennis <bill@benziebus.com>
Sent: Thursday, February 22, 2018 1:34 PM
To: Dawn Olney
Cc: Mitch Deisch; Joshua Stoltz
Subject: Benzie Transportation Authority Board Appointments

Dear Distinguished Leaders, I only write at the request of my Board to ensure that we have viable candidates to fill a vacated seat and clearly don't want to be perceived as corrupting the process. I'm sure you're aware that April 30th is the expiration of two of our seven members; Susan Kirkpatrick and Josh Stoltz. Last night Josh expressed that he wasn't seeking re-appointment but, Susan would be. Below are the Incorporation notes about what our Board should be comprised of:

RECEIVED
FEB 22 2018
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ARTICLE V – ESTABLISHMENT OF THE BOARD

The County hereby establishes a Benzie Transportation Authority Board. The Board shall set policy and procedures governing the operation of the Benzie Transportation Authority and shall have ultimate authority regarding the Benzie Transportation Authority powers. The Board shall be composed of seven (7) Directors and one (1) Benzie County Commissioner as an ex-officio member without vote for purposes of quorum and is not a voting member, who must be at least 18 years of age and a resident of a county that Benzie Bus serves. The Benzie County Commissioners shall appoint all seven (7) persons to the Benzie Transportation Authority Board, of which a majority of five (5) must reside in Benzie County. The appointed Board Directors may, but are not required to, come from the following general categories:

- Benzie County Road Commission
- Benzie County Government
- Benzie Senior Resources
- Benzie County Human Services Collaborating Body
- Benzie County Public School or Public School District
- Benzie County Business
- Benzie County City or Village

I feel that our current seven members are a decent distribution of these categories and we also have a Local Advisory Board (10) comprised of Benzie Senior Resources representatives, riders, seniors and handicapped riders that offer quarterly input.

Losing Josh probably puts a whole in our "School and Human Service Collaborative HSC" perspectives with his former role as Seeds school coordinator and as Grow Benzie's Director. Susan serves on Frankfort DDA and is an accomplished business leader and serves as our Vice Chairperson. Evan, Amy Herczak and Eric VanDussen have County Government ties, Geno Allen is a business owner and Anne Noah from Crystal Mtn.; Jennifer Kolinske works at the Road Commission.

I'm sure that Sarah May at Wednesday's HSC meeting could announce that you're seeking a member to apply for our coveted seat: Sarah May benziehsc@gmail.com. I know that newspaper advertising can be fruitless and a little targeted marketing might be helpful. Thanks for your assistance and Josh, if asked, might also offer his connections in finding candidates, Bill 227-1040



9.45

1/1

448 Court Place • Beulah, MI 49617

Memo To: Board of Commissioners
From: Mitch Deisch, Administrator
Date: February 7, 2018
Subject: FOIA Appeal of Denial #6

Mitch Deisch

Ms. Karen Mallon has filed an appeal to the Board of Commission based upon the denial of receiving redacted Board of Commission closed session minutes from 12/19/17.

After receiving this appeal of denial at your Tuesday February 13, 2018 meeting, the Board will have 10 businesses days to make a determination. Thus this item will be placed on the Tuesday February 27, 2018 agenda for the Board to make a determination.

County Attorney Dick Figura is preparing an opinion for the Board regarding this matter, which will be covered under attorney client privileged documents.

RECEIVED
FEB 07 2018
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



448 Court Place • Beulah, MI 49617

February 2, 2018

Karen Mallon
957 Sugarbush Lane
Beulah, MI 49617

Re: FOIA Appeal of Denial #6

Dear Ms. Mallon:

I am writing in response to your recent FOIA request for the Appeal of Denial on 1/12/18.

Ms. Olney has provided the sealed record to Mr. Figura for redacting. The FOIA Denial will be on the Board of Commissioners agenda for the next meeting, scheduled on February 13, 2018. The Board of Commissioners will then have 10 days to rule on it.

Please advise if you have any questions.

Regards,

Maridee Cutler, Deputy County Administrator
Benzie County

cc: County Commissioners
Mitchell D. Deisch, Administrator
Dick Figura, County Legal Counsel

Karen Mallon

957 Sugarbush Lane
Beulah, MI 49617

January 23, 2018

Benzie County
Office of the Board of Commissioners
Through the Benzie County FOIA Coordinator
448 Court Place
Beulah, MI 49617

RECEIVED

JAN 23 2018

ADMINISTRATOR
OFFICE

APPEAL OF DENIAL

This is an appeal to the denial of disclosure of my FOIA request made on 1/12/2018 in which I requested public records, specifically: *"The meeting minutes of the closed session dated 12/19/2017, in which the County Administrator's terms and conditions of employment agreement were discussed. Redactions expected for the portion of the minutes in which the evaluation was discussed."*

The County's denial stated: *Accordingly, those minutes are exempt from disclosure under Section 10(d) of the FOIA [MCL 15.243(d)] as "records or information specifically described and exempted from disclosure by statute."*

SPECIFICALLY:

"Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection 7, because: Your request for a copy of the "meeting minutes of the closed session dated 12/19/2017" is denied because, pursuant to section 7 of the Open Meetings Act [MCL 15.267] minutes of a closed session of a public body "shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13."

This is an appeal of the non-disclosure of public records. I fully expected redactions to the minutes as allowed by law, however full disclosure of the discussion of terms of the employment agreement is expected. Non-disclosure of the discussion of the employment agreement of the County Administrator is a violation of FOIA.

The motion passed by the BOC on December 19, 2017 to go into this closed session explicitly referred to it as being for purposes to *"continue County Administrator's evaluation & discuss terms and conditions of employment agreement pursuant to OMA Section X, MCL 15.268(a)"*, discussing terms and conditions of employment agreement is a purpose beyond the continuation of an evaluation in closed session and not allowable according to the OMA.

Furthermore, because the BOC on January 9, 2018 held no public discussion of the terms of the agreement, it seems apparent that a previous discussion was made. On January 9, 2018, the BOC only acted upon and made a decision upon the employment agreement, no public discussion was held among the BOC regarding the new terms of the employment agreement.

§ 8(h) of the OMA [the exempt-material exemption] authorizes closed sessions to discuss matters which are exempt from disclosure or discussion by a statute (such as the FOIA), or which are reasonably related thereto. To effectuate the clear legislative intent in the OMA to promote openness and accountability, the scope of the discussion in closed session must legitimately relate to legal matters, and not bargaining, economics, or other tangential nonlegal matters. (People v. Whitney)

To reiterate, redactions to the minutes in which the BOC gave an evaluation on the performance of the County Administrator are considered exempt from disclosure and are expected. However, the BOC may not discuss the terms of a new employment agreement under closed session, as specifically listed on the December 19, 2017 Agenda as listed above. On January 9, 2018 the County Administrator rescinded his request for the discussion of his evaluation to be in closed session, thus rescinding the "privacy" of the session which was a continuation of the December 19, 2017 session.

Furthermore, the OMA does not allow for any discussions of an employment agreement to fall under closed session unless it is for collective bargaining, which the County Administrator position does not fall. Per the Michigan Attorney General's Office regarding the OMA:

THE "PERIODIC EVALUATION" AND "DISMISSAL, SUSPENSION, DISCIPLINE OR COMPLAINT"

EXEMPTION

Under Section 8(a) of the OMA, a municipality may move into closed session [t]o consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.

According to the OMA closed sessions are allowed under certain circumstances for discussion of:

1. dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation;
2. collective bargaining; or
3. applications.

According to attorneys Foster Swift Collins & Smith, "Not every employment-related issue falls into these exemptions. For example, a city may not meet in closed session to negotiate a new employment contract (except for a collective bargaining agreement) for a city manager. Similarly, a village may not meet in closed session to discuss budget cuts that may result in layoffs or the reduction of employment benefits."

Therefore, the minutes in which the BOC discussed the new terms of the employment agreement for the County Administrator position are not subject to non-disclosure under FOIA, and such denial is a violation of FOIA.

I expect a copy of the minutes of the closed session dated December 19, 2017, with redactions as allowed by law, in which the BOC discussed the 2017-2019 terms of the employment agreement of the County Administrator position.

Sincerely,



Karen Mallon

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

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

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

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

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

February 7, 2018

Mr. Gary Sauer, Chairperson
and Board of Commissioners members
448 Court Place
Beulah, MI 49617

RE: FOIA Appeal by Karen Mallon

Dear Chairperson Sauer and Commissioners:

On January 12, 2018, Karen Mallon filed a FOIA request for certain public records among which was a request for "The meeting minutes of the Closed Session dated 12/19/2017 in which the County Administrator's terms and conditions of employment agreement were discussed. Redactions expected for the portion of the minutes in which the evaluation was discussed." [Attachment 1]

Subsequently, her request was denied by FOIA Coordinator Maridee Cutler because, pursuant to Section 7 of the Open Meetings Act [MCL 15.267], minutes of a closed session of a public body "shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under Section 10, 11, or 13." Accordingly, her request was denied as the requested minutes were exempt from disclosure under Section 10(d) of the FOIA [MCL 15.243(d)] as "records or information specifically described and exempted from disclosure by statute."

Thereafter, on or after January 23, 2018, Karen Mellon submitted a written appeal (which was dated January 23, 2018) of that FOIA denial to the Benzie County Board of Commissioners as the head of the public body. [Attachment 2] Pursuant to section 10(3) of the FOIA [MCL 15.240(3)], the BOC is not deemed to have received that appeal until the its first regularly scheduled meeting following submission of that written appeal. That means the BOC will be deemed to have officially received Ms. Mellon's appeal at its regularly scheduled meeting on February 13, 2018.

Once the appeal has been received, the BOC has 10 business days to either (a) reverse the disclosure denial; (b) issue a written notice upholding the disclosure denial; or (c) reverse the disclosure in part and issue a written notice upholding the denial in part. The 10th business day following your February 13 meeting is February 27, the date of your next regularly scheduled meeting.

RECEIVED

FEB 07 2018

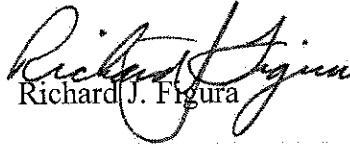
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

It is my recommendation that the BOC acknowledge receipt of Ms. Mellon's appeal at your February 13 meeting and authorize me to review the request and provide the BOC with a legal opinion regarding the request and the available and recommended options for the BOC's action on the appeal at your February 27 meeting. Our goal is to comply with the law and avoid unnecessary litigation.

Please advise if I can be of any further assistance.

Sincerely,

RICHARD J. FIGURA, PC



Richard J. Figura

RJF/tc

Attachments

cc: Mitch Deisch, County Administrator

County: Keep original and provide copy of both sides, along with Public Summary, to Requestor at no charge.

Benzie County
448 Court Place, Beulah, MI 49617
Phone: 231-882-0035

Request Form
Note: Requestors are not required to use this form. The County may complete one for recordkeeping.

FOIA Request for Public Records
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Name	Karen Mallon	Phone	231-383-0211
Firm/Organization		Fax	
Street	457 Sugarbush Lane	Email	karenmallon8765@gmail.com
City	Beulah	State	MI Zip 49617

Request No.: _____ Date Received: _____ Check if received via: ☐ Email ☐ Fax ☐ Other
Electronic Method
☐ Mail ☐ Delivered in person ☐ Date delivered to junk/spam folder: _____ ☐ Date discovered in junk/spam folder: _____
(Please Print or Type)

Request for: ☒ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis

Delivery Method: ☒ Will pick up ☐ Mail to address above ☐ Email to address above
☐ Deliver on digital media provided by the County:

Note: Benzie County is not required to provide records in a digital format or on digital media if the County does not already have the technological capability to do so.

Describe the public record(s) as specifically as possible. You may use this form or attach additional sheets:

1. any and all emails sent to the County Commissioners by Mitch Deisch dated on 1/9/2018 to 1/12/2018 between the hours of 8:00am until 11:59 pm.

2. The meeting minutes of the Closed Session dated 12/19/2017 in which the County Administrators terms and conditions of employment agreement were discussed. Redactions expected for the portion of the minutes in which the evaluation was discussed.

(Complete both sides)

any and all
3. Right to review the expense reports of the Benzie County "employee" a Commissioner that expensed coffee served at the Commissioners meeting.

Consent to Non-Statutory Extension of County's Response Time

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq. I understand that the County must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree and stipulate to extend the County's response time for this request until: _____ (month, day, year).

Requestor's Signature

N/A

Date

Records Located on Website

Benzie County administers and maintains an official internet presence. Public records available on that internet site at the time the request is made are exempt from any labor charges to redact.

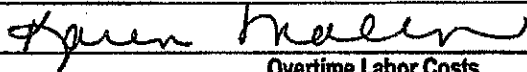
If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the County will notify the Requestor in its written response that all or a portion of the requested information is available on its website. The written response will include a specific webpage address where the requested information is available. On the detailed cost itemization form, Benzie County will separate the requested public records that are available on its website from those that are not available on the website and will inform the requestor of the additional charge to receive copies of the public records that are available on its website.

When the County has included the website address for a record in its written response to the Requestor and the Requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the County will provide the public records in the specified format (if the County has the technological capability) but will use a fringe benefit multiplier of 40%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on County Website

I hereby stipulate that, even if some or all of the records are located on the County website, I am requesting that Benzie County make copies of those records on the website and deliver them to me in the format I have requested above. I understand that FOIA fees will apply.

Requestor's Signature



Date

1/11/2018

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to the County using overtime wages in calculating the following labor costs as itemized in the following categories:

1. ☐ Labor to copy/duplicate 2. ☐ Labor to locate 3a. ☐ Labor to redact 3b. ☐ Contract labor to redact
6b. ☐ Labor to copy/duplicate records already on County's website

Requestor's Signature

N/A

Date

Request for Discount: Indigence

A public record search will be made and a copy of a public record will be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR
2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a Requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if any of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: ☐ Affidavit Received ☐ Eligible for Discount ☐ Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Requestor's Signature:

N/A

Date:

Request for Discount: Nonprofit Organization

A public record search will be made and a copy of a public record will be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets all of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by the County.

Office Use: ☐ Documentation of State Designation Received ☐ Eligible for Discount ☐ Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Requestor's Signature:

[Handwritten Signature]

Date:

(Form created by MTA, MAMA and CS&T, PC, May 2015)

Karen Mallon

957 Sugarbush Lane
Beulah, MI 49617

January 23, 2018

Benzie County
Office of the Board of Commissioners
Through the Benzie County FOIA Coordinator
448 Court Place
Beulah, MI 49617

APPEAL OF DENIAL

This is an appeal to the denial of disclosure of my FOIA request made on 1/12/2018 in which I requested public records, specifically: *"The meeting minutes of the closed session dated 12/19/2017, in which the County Administrator's terms and conditions of employment agreement were discussed. Redactions expected for the portion of the minutes in which the evaluation was discussed."*

The County's denial stated: *Accordingly, those minutes are exempt from disclosure under Section 10(d) of the FOIA [MCL 15.243(d)] as "records or information specifically described and exempted from disclosure by statute."*

SPECIFICALLY:

"Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection 7, because: Your request for a copy of the "meeting minutes of the closed session dated 12/19/2017" is denied because, pursuant to section 7 of the Open Meetings Act [MCL 15.267] minutes of a closed session of a public body "shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13."

This is an appeal of the non-disclosure of public records. I fully expected redactions to the minutes as allowed by law, however full disclosure of the discussion of terms of the employment agreement is expected. Non-disclosure of the discussion of the employment agreement of the County Administrator is a violation of FOIA.

The motion passed by the BOC on December 19, 2017 to go into this closed session explicitly referred to it as being for purposes to *"continue County Administrator's evaluation & discuss terms and conditions of employment agreement pursuant to OMA Section X, MCL 15.268(a)"*, discussing terms and conditions of employment agreement is a purpose beyond the continuation of an evaluation in closed session and not allowable according to the OMA.

Furthermore, because the BOC on January 9, 2018 held no public discussion of the terms of the agreement, it seems apparent that a previous discussion was made. On January 9, 2018, the BOC only acted upon and made a decision upon the employment agreement, no public discussion was held among the BOC regarding the new terms of the employment agreement.

§ 8(h) of the OMA [the exempt-material exemption] authorizes closed sessions to discuss matters which are exempt from disclosure or discussion by a statute (such as the FOIA); or which are reasonably related thereto. To effectuate the clear legislative intent in the OMA to promote openness and accountability, the scope of the discussion in closed session must legitimately relate to legal matters, and not bargaining, economics, or other tangential nonlegal matters. (People v. Whitney)

To reiterate, redactions to the minutes in which the BOC gave an evaluation on the performance of the County Administrator are considered exempt from disclosure and are expected. However, the BOC may not discuss the terms of a new employment agreement under closed session, as specifically listed on the December 19, 2017 Agenda as listed above. On January 9, 2018 the County Administrator rescinded his request for the discussion of his evaluation to be in closed session, thus rescinding the "privacy" of the session which was a continuation of the December 19, 2017 session.

Furthermore, the OMA does not allow for any discussions of an employment agreement to fall under closed session unless it is for collective bargaining, which the County Administrator position does not fall. Per the Michigan Attorney General's Office regarding the OMA:

THE "PERIODIC EVALUATION" AND "DISMISSAL, SUSPENSION, DISCIPLINE OR COMPLAINT"

EXEMPTION

Under Section 8(a) of the OMA, a municipality may move into closed session [t]o consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.

According to the OMA closed sessions are allowed under certain circumstances for discussion of:

1. dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation;
2. collective bargaining; or
3. applications.

According to attorneys Foster Swift Collins & Smith, *"Not every employment-related issue falls into these exemptions. For example, a city may not meet in closed session to negotiate a new employment contract (except for a collective bargaining agreement) for a city manager. Similarly, a village may not meet in closed session to discuss budget cuts that may result in layoffs or the reduction of employment benefits."*

Therefore, the minutes in which the BOC discussed the new terms of the employment agreement for the County Administrator position are not subject to non-disclosure under FOIA, and such denial is a violation of FOIA.

I expect a copy of the minutes of the closed session dated December 19, 2017, with redactions as allowed by law, in which the BOC discussed the 2017-2019 terms of the employment agreement of the County Administrator position.

Sincerely,



Karen Mallon

**Benzie County
Board of Commissioners
PUBLIC HEARING**

10:00

A public hearing will be held on Tuesday, February 27, 2018 at 10:00 a.m.
The public hearing will take place during the regular board meeting in the
Commissioners Room, Government Center, 448 Court Place, Beulah, Michigan.

The purpose of the Public Hearing will be for input as to the plans to reconstruct a
portion of the Betsie Valley Trail along Crystal Avenue.

Minutes are on file in the County Clerk's Office for public inspection.

Dawn Olney
Benzie County Clerk

Please Publish February 21, 2018 and bill account #43100200

Thank you,

Dawn Olney
Benzie County Clerk

Date: February 6, 2018

To: Benzie County (MI) Commissioners

From: David Oellerich, Chairman, Betsie Valley Trail Management Council

Re: MI DNR Trust Fund Grant Application Process Approval and Public Input

The Betsie Valley Trail (Trail) is currently in need of various improvements that will cost approximately \$150,000 to complete. The improvements include upgrading signage, providing demarcation between portions of the Trail and Crystal Ave. and eliminating storm water run off wash out issues at the intersection of Benzie Street and Crystal Ave. However, the vast majority of the cost will be to reconstruct an approximately 1-mile segment along Crystal Ave. that has in various degrees deteriorated to a point where is not suitable for its intended use.

In order to fund the necessary cost, the Benzie County Trail Management Council, through Benzie County Government is seeking approval to pursue an approximately \$110,000 Grant from the MI DNR. The balance of the funds would be contributed by the Friends of the Betsie Valley Trail, a 501 (3c) not for profit corporation. Should the County Commission approve this request, there will need to be time at the next scheduled County Commission meeting to allow for public input as to the plans to reconstruct the Trail.

Attached are two documents that will provide a good overview of the planned reconstruction. A preliminary study and final construction documents with budgets estimates prepared by Johnson Hill Land Ethics out of Ann Arbor, the original designers of the Trail.

RECEIVED

FEB 07 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

CONTRACT DOCUMENTS

BETSIE VALLEY TRAIL RECONSTRUCTION

Benzie County, Michigan



Prepared for:

Betsie Valley Trail Management Council

Prepared by:

The Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, Michigan 48105
(734) 668-7416

MONTH YEAR

RECEIVED

FEB 07 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BETSIE VALLEY TRAIL RECONSTRUCTION

**Betsie Valley Trail Management Council
Benzie County, Michigan**

SPECIFICATION INDEX

PART I - INSTRUCTIONS AND FORMS

Advertisement for Bids	AB.1 - AB.2
Instruction to Bidders	IB.1 - IB.4
Proposal	P.1 - P.5
Statement of Bidder's Qualifications	SBQ.1 - SBQ.2
Form of Contract	FC.1 - FC.5
Bid Bond	BB.1
Performance Bond	PB.1
Payment Bond	Pay.1 - Pay.2

PART II - GENERAL SPECIFICATIONS

General Conditions	GC.1 - GC.9
--------------------	-------------

PART III - TECHNICAL SPECIFICATIONS

Aggregate Paving	Section 02511
Exterior Rough Carpentry	Section 061063

PART IV - APPENDICIES

MDOT Aggregate Surface Course, Modified	Appendix A
---	------------

PART I – INSTRUCTIONS AND FORMS

ADVERTISEMENT FOR BIDS

Benzie County (also referred to as the Owner) will receive sealed bids for the Betsie Valley Trail Reconstruction project until 4:30 p.m. Eastern Standard Time on Date TBD, 2018, at the Benzie County Treasurer's Office, 448 Court Place, Beulah, Michigan 49617. All proposals will be publicly opened and read aloud immediately following the receipt of the bids. Late bids will not be accepted.

Work of this contract includes provisions of all labor, materials, services and equipment necessary to complete the work indicated or specified which includes (but is not limited to) the following:

Existing trail removal, trail resurfacing, wooden drainage crossing construction and minor grading.

Forms of contract documents, which must be used in submitting a Proposal, are on file at the County Treasurer office in the Benzie County Government Center, 448 Court Place, Beulah, Michigan 49617. A non-refundable charge of \$50.00 for each set of documents is required in the form of cash or a CERTIFIED CHECK made payable to Benzie County.

Bid documents will also be available for purchase through the offices of The Johnson Hill Land Ethics Studio, 412 Longshore Drive, Ann Arbor, Michigan 48105.

The sealed bid must contain the following fully filled out and completed:

1. The Proposal.
2. Bid surety in the form of a certified check made payable to Benzie County, or an irrevocable bank letter of credit or a satisfactory bid bond executed by the bidder and a surety company in an amount equal to five percent (5%) of the bid.
3. Statement of Bidder's Qualifications.

All amounts and information requested in the Proposal Form shall be submitted at time of proposal submission, including total bid amount, unit prices, and subcontractor schedule as listed in the Proposal.

Proposals shall be based on the Contractor providing equipment and materials as specified herein. Where a substitution is proposed, the substitution must be received by the Landscape Architect in sufficient time to allow investigation, and if accepted, to allow issuance of an addendum not less than five days prior to bid opening. Substitutions shall be entered in the bidding documents.

Where equipment manufacturers' names appear on the drawings or are entered in other sections of the specification, they are entered not only to indicate an acceptable manufacturer, but further to insure providing a certain quality, a feature, or other item of design not specifically mentioned in the detailed description in that section of the specifications. Whereas the specification may list additional manufacturers they are acceptable only if they meet the specification requirements.

The successful bidder will be required to furnish and pay for satisfactory Performance and Payment Bond or Bonds as directed under "Instructions to Bidders" in Part I of the Specifications.

The successful bidder will be required to submit a Certificate of Insurance in accordance with "General Conditions" of the Specifications. Both Benzie County and The Johnson Hill Land Ethics Studio, Inc. shall be named as additionally insured parties on Property Damage and Public Liability Insurance Policies.

All bidders must be MDOT prequalified. Evidence of MDOT prequalification must be submitted with the bid.

The Owner reserves the right to reject any or all bids or to waive any informalities in the bidding.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

Date TBD, 2018

Benzie County
Michelle Thompson, County Treasurer

INSTRUCTIONS TO BIDDERS

1. BID FORMS

- A. All bids must be submitted on forms furnished by the Owner and shall be subject to all requirements of the Specifications and Drawings. Alternative proposals will not be considered.
- B. Bid Documents shall be sealed in an envelope which shall be clearly labeled with the words "Bid Documents", and show the project name, name of bidder, and date and time of opening.

2. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications and Drawings. Every request for an interpretation shall be made in writing and any inquiry received seven (7) or more days prior to the date fixed for opening bids will be given consideration. Interpretations will be in the form of addenda that will be on file in the office of the Benzie County Treasurer's office and the Johnson Hill Land Ethics Studio (Landscape Architect) at least five (5) days before bids are opened. In addition, addenda will be e-mailed to each bidder who provides contact information at the mandatory pre-bid conference, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. BID GUARANTY

The bid must be accompanied by a bid guaranty that shall not be less than five percent (5%) of the amount of the bid, and may be one of the following:

Form

The bidder, at his option, may furnish either a certified check, bank draft, irrevocable bank letter of credit, or guaranty (bidder's) bond.

Check

The certified check or bank draft shall be drawn on a solvent bank and made payable to Benzie County.

Irrevocable Bank Letter of Credit

The irrevocable bank letter of credit shall be drawn on a solvent bank and made payable without condition to Benzie County. The irrevocable bank letter of credit shall be given in compliance with and subject to the provisions and terms of the Uniform Commercial Code which was adopted in Michigan in 1962 by Public Act 1974.

Bond

The guaranty (bidder's) bond shall be on the form supplied by the Owner. The bond shall be executed by a surety company licensed to do business by the State of Michigan, and in accordance with the instructions contained on the bond form.

4. MDOT PRE-QUALIFICATION

The Contractor shall be MDOT pre-qualified for Grading Drainage Structures & Aggregate Construction (Ea). Proof of pre-qualification shall be submitted with the bid.

5. UNIT PRICES

The Contractor shall submit unit prices for all items listed.

6. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be kept unopened. No responsibility will be attached for the premature opening of a bid not properly addressed and identified.

7. OPENING OF BIDS

At the time and place fixed for the opening of bids, every bid received within the time fixed will be opened publicly and read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or represented.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

9. AWARD OF CONTRACT/REJECTION OF BIDS

- A. The contract will be awarded to the bidder submitting the lowest responsible proposal complying with the conditions of the Invitations for Bids providing the bid is reasonable and is to the interest of the Owner to accept it.

The bidder to whom the award is made will be notified at the earliest practicable date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.

- B. The Owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees.

10. PERFORMANCE AND PAYMENT BOND/EXECUTION OF CONTRACT

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner a contract in the form furnished in such number of counterparts as the Owner may require. Contractor shall submit the Certificates of Insurance conforming to the insurance specifications at the time of the execution of the contract with the Owner.

- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as, or a date subsequent to, the date of the contract.
- C. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
- D. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or readvertise for bids.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with all provisions of Executive Order 11246 as listed on page FC.3 of the Contract.

12. PRE-BID CONFERENCE & INSPECTION OF SITE BY CONTRACTORS

Contractor will be required to attend a mandatory pre-bid conference. The pre-bid conference will be held at the intersection of Prospect Ave and S Benzie Blvd in Beulah, Michigan and commence at Date & Time TBD. Contractor shall be prepared to walk the length of trail set to receive proposed reconstruction. Contractor is encouraged to make all prudent examinations and investigations necessary prior to the submitting of a proposal. No plea of ignorance of conditions that may exist, or of difficulties that may be encountered in the execution of the work under this Contract, as a result of the bidder's failure to make prudent examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of the Contract Documents, or will be accepted as a basis for a claim for extra compensation, damages, or for an extension of the time of completion.

13. PRE-CONSTRUCTION CONFERENCE

After the award of the contract and prior to the start of construction, the Contractor or his representative shall attend a pre-construction conference with representatives of the Owner and the Landscape Architect. The conference will serve to acquaint the participants with the general plan of contract administration, project schedule, and requirements under which the construction operation is to proceed.

14. MULTIPLE BIDS / COLLUSION

The submission of multiple bids by any contractor under the same or different names, and collusion among or between bidders is prohibited, and if determined by the Owner to exist, shall serve to disqualify any bidders involved from consideration as a contract recipient.

15. COMPLIANCE WITH LAWS AND ORDINANCES

All work and practices of the bidder/contractor during the performance of the work shall comply with all federal, state, county and local laws and ordinances.

16. REJECTION OF BIDS

The Owner reserves the right to reject any or all bids or negotiate individually with one or more bidders and thereafter select a contractor on the basis of all factors.

17. TIME OF STARTING AND TIME OF COMPLETION

Work is to begin no sooner than Date TBD.

All work is to follow the approved dates as defined in the Contractor's schedule as approved at the pre-construction conference unless otherwise altered and approved by the Owner and the Contractor.

All work is to be completed by the date set forth in the Proposal and be ready for final inspection by the Owner. The Owner reserves the right to accept alternative start and completion date if they are the best interests of the Owner.

PROPOSAL

To: Betsie Valley Trail Management Council
Benzie County Treasurer's Office
448 Court Place
Beulah, Michigan 49617

Proposal For: Betsie Valley Trail Reconstruction

1. Pursuant to and in compliance with your Advertisement for Bids, Instructions to Bidders, Bid Conditions, Affirmative Action Requirements, General Conditions, Technical Specifications, Drawings all dated XXXXXXXX, and other documents related thereto, the undersigned, having become familiar with said documents and all local conditions affecting the cost of the work hereby proposes to furnish all labor, material, equipment and services to perform and fully complete all work required for the complete construction of the Betsie Valley Trail Reconstruction in strict compliance with the instructions and specifications contained in the aforementioned documents, including:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

issued thereto, for the sum of (BASE BID): \$ _____

(written form) _____

Said sums to be subject to all terms of the contract and to include all money allowances called for in the specifications applicable thereto.

The undersigned further agrees that if awarded the Contract, he will commence work after DATE TBD and fully complete all work by DATE TBD. If, due to circumstances beyond the contractor's control, this start and/or completion date cannot be met, please indicate alternative dates for the Owner's consideration _____ (start date); _____ (completion date). The Owner reserves the right to accept an alternative completion date if it is the best interests of the Owner.

2. The Undersigned affirms that the proposal is based upon the materials and construction, equipment, etc., named or described as standard in the specifications.
3. The undersigned certifies that he has attended the mandatory pre-bid conference on _____ (insert date) and has made all prudent examinations and investigations necessary. The undersigned further agrees that no plea of ignorance of conditions that may exist, or of difficulties that may be encountered in the execution of the work, will be entered as an excuse for any failure to fulfill in every detail all requirements of the Contract Documents, or will be presented as a basis for a claim for extra compensation, damages, or for an extension of the time of completion.

4. UNIT PRICES

Provide prices for all items listed below. All unit prices to be completely installed items. These unit prices will be used by the Owner for increasing or decreasing the scope of work.

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.0	MOBILIZATION				
1.1	Mobilization/General Conditions	1	LS	_____	_____
2.0	DRAINAGE				
2.1	Wooden Drainage Crossings	7	EA	_____	_____
3.0	SECTION 'A'				
3.1	Install 3" Aggregate Surface Course	1,430	LF	_____	_____
4.0	SECTION 'B'				
4.1	Remove Average 3" Silt/Sand	455	LF	_____	_____
4.2	Install Average 3" 21AA Base Material	455	LF	_____	_____
4.3	Install 3" Aggregate Surface Course	455	LF	_____	_____
5.0	SECTION 'C'				
5.1	Install 3" Aggregate Surface Course	570	LF	_____	_____
6.0	SECTION 'D'				
6.1	Remove Average 3" Silt/Sand	4,645	LF	_____	_____
6.2	Regrade Area Between Road and Trail	24	LF	_____	_____
6.3	Install Average 3" 21AA Base Material	4,645	LF	_____	_____
6.4	Install 3" Aggregate Surface Course	4,645	LF	_____	_____
7.0	SECTION 'E'				
7.1	Remove Average 1" Silt/Sand	1,120	LF	_____	_____
7.2	Remove Gravel Washout	40	LF	_____	_____
7.3	Install 3" Aggregate Surface Course	1,120	LF	_____	_____

TOTAL BASE BID:

(insert total amount here and on Pg. P.1)

5. ADDITIONAL/ALTERNATE UNIT PRICES

The following unit price shall be provided for use by the owner in the event that, during construction activities, it is deemed necessary to remove additional material at Section 'E' before resurfacing activities may begin. The pricing provided below shall not be included in the base bid total on page P.1 and P.2.

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
A.0	SECTION 'E' (ALTERNATE)				
A.1	Remove Average 2" Silt/Sand	1,120	LF		

6. SUBCONTRACTORS

A complete list of all Subcontractors proposed for any portion of the work must be listed below. Subcontracted work shall be awarded only to those Subcontractors found satisfactory by the Owner and the Landscape Architect.

7. BID DEPOSIT

A bid deposit accompanies this proposal in the form checked below:

- () Bid Bond by Surety Company
- () Certified Check or Bank Draft
- () Irrevocable Bank Letter of Credit

Such deposit is in an amount not less than called for in the Advertisement and is given as a guarantee of good faith of the undersigned and that the undersigned will enter into written contract as provided, if successful in securing the award thereof; and it is hereby agreed that if at any time other than as provided in the Contract requirements and conditions, the undersigned should withdraw this Proposal, or if this Proposal is accepted and should there be a failure on the part of the undersigned to execute the Contract and furnish satisfactory bonds within 10 days after the date of notification of acceptance of this Proposal, in either of such events, the bid deposit shall be forfeited to the Owner as liquidated damages and not as a penalty; otherwise the bid deposit shall be returned to the undersigned upon confirmation of the Contract. Bid Bond and form of Bid Bond are included in Part I of the Contract Documents.

8. BIDDER'S EXAMINATION AND UNDERSTANDING

The undersigned certifies that the Contract Documents, together with any and all Addenda

issued, have been carefully examined and the site of the work is understood, and that at no time will misunderstanding of the Contract Documents be pleaded.

9. BIDDER'S QUALIFICATIONS

All bidders shall be MDOT Pre-Qualified for Grading Drainage Structures & Aggregate Construction (Ea).

10. STARTING AND COMPLETING WORK

The undersigned declares that if awarded the Contract he is prepared to and will start work and complete the entire project in accordance with the provisions set forth under this proposal.

11. REJECTION OF BIDS

In submitting this proposal it is understood that the right is reserved by the Owner to accept or reject any or all proposals and to waive informalities in the bidding. If written notice of acceptance of the proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.

12. EQUAL OPPORTUNITY CLAUSE

The Bidder represents that he () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246 of the Secretary of Labor; that he () has, () has not filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

13. SOIL EROSION AND SEDIMENTATION CONTROL PUBLIC ACT 347 OF 1972

The undersigned agrees to comply with all provisions of Public Act 347. Enforcement shall be by local authorities.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The undersigned also agrees that all phases of construction and all related work hereby contemplated are to be governed, at all times, by applicable provisions of the federal law(s), including, but not limited to, the latest amendments of the following:

- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- C. Part 1518 - Safety and Health Regulations for construction, Chapter XIII of Title 29, Code of Federal Regulations.

15. PUBLIC ACT NO. 524

The undersigned acknowledges that any contract awarded will be subject to Public Act No. 524 of 1980, as amended, which requires provisions for progress, payments, retainage and dispute resolution, and that the Landscape Architect will be designated as the agent to decide disputes.

16. NAME, ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER

This Proposal is submitted in the name of:

(Print full legal name of Bidder)

The undersigned hereby designates below his business address to which all notices, directions or other communications must be served:

Street _____

City _____ State _____

ZIP Code _____ Telephone Number _____

Social Security or Federal Identification No. _____

The undersigned hereby declares that he has the legal status checked below:

☐ INDIVIDUAL

☐ DOING BUSINESS UNDER AN ASSUMED NAME WHICH IS registered with the County Clerk of the County of _____, Michigan.

☐ CO-PARTNERSHIP, which is registered with the County Clerk of the County of _____, Michigan.

☐ CORPORATION incorporated under the laws of the State of _____.

If other than Michigan corporation, now licensed to do business in Michigan?

☐ YES ☐ NO

Signed and sealed this _____ day of _____, 20 _____.

By _____ (Signature)

(print name of signer)

(Title)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder _____
2. Present Business Address

3. Address of Business in last two (2) successive years:

4. When Organized _____
5. Where Incorporated _____
6. How many years have you been engaged in the contracting business under your present firm or trading name? _____
7. Copy of State of Michigan License (ATTACH)
8. Copy of Michigan Department of Transportation Prequalification Verification letter (ATTACH)
9. Credit available for this contract: \$ _____ (ATTACH LETTER)
10. Contracts now on hand, gross amount: \$ _____
11. Personnel of organization, names of the principal owners of the business, number of employees

12. Have you ever defaulted on a contract? _____

13. Provide a listing of equipment employees and/or subcontractors propose to use in performing the work.
14. The undersigned certifies that their name does not appear on the current register compiled by the State of Michigan, Department of Labor, pursuant to Public Act No. 278 of 1980, as amended, being MCLA 423.321-324.
15. Will you, upon request, furnish any other information that is pertinent to the execution of this bid that the Owner may request? _____
16. The undersigned hereby authorizes and requests any person to furnish information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at

this _____ day of _____, 20_____

NAME OF BIDDER _____

By _____

Title _____

State of _____)
County of _____) SS

_____, being duly sworn, deposes

and says that he is _____ of _____,
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SWORN TO BEFORE ME THIS _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission expires: _____

THIS AGREEMENT made this _____ day of _____ in the year 20 _____
by and between _____, a corporation
organized and existing under the laws of the State of _____, a partnership consisting
of

an individual trading as _____,

hereinafter called the "Contractor" and Betsie Valley Trail Management Council, hereinafter called
the "Owner".

1. WITNESSETH, That the Contractor and the Owner for the consideration stated
herein mutually agree as follows:

A. Statement of Work

The Contractor shall furnish all the required labor, materials and necessary
equipment for The Betsie Valley Trail Reconstruction Project located in
Beulah, Michigan all in strict accordance with the drawings, specifications
and Contract Documents.

B. The Contract Price

The Owner shall pay the Contractor for the performance of the Contract, in
current funds, subject to additions and deductions as provided in the

specifications, the sum of _____

_____ Dollars(\$_____)

C. Contract Documents

The Contract shall consist of the following component parts:

- 1) This Instrument
- 2) Invitation to Bids
- 3) Proposal
- 4) Instructions to Bidders
- 5) General Conditions
- 6) Drawings and Technical Specifications
- 7) Performance Bond
- 8) Payment Bond

2. INTERPRETATION OF SPECIFICATIONS AND INSPECTIONS:

Should any dispute arise respecting the true meaning of the specifications, in any point, the decision of the Owner shall be final and conclusive upon the parties hereto. The said Contractor shall at all times render all facilities and kindly assistance to the Owner and to the inspectors appointed by the Owner for the inspection of any and all material and kind and quality of workmanship used and employed during the construction of the entire work aforesaid. The provisions for inspection herein contained shall be in addition to those contained in the specifications.

3. INDEMNITY:

The Contractor hereby expressly binds himself and his heirs, executors, and assigns, to indemnify and save harmless the Owner from any and all liability, charges (including attorney fees and costs), claims, suits, and actions of every name and description for and on account of any injuries or damages received or sustained by any party or parties, either in person or in property, by, from, or through said Contractor, his servants, agents, or employees during the continuance and progress of the said work and to and unto the full completion and acceptance of the same by the said Owner and the said Contractor does hereby agree to indemnify and save harmless the said Owner from any and all losses, damages, suits, judgments, or attorney fees and costs, which shall or may come to the said Contractor, his servants, agents, or employees, during the progress of said work.

4. CONTINGENCIES:

Changes in the plans of the work or additions or deletions to plans or the specifications or otherwise due to unexpected conditions or contingencies shall be made, performed, and compensated for in accord with Paragraph 5 in the General Conditions, entitled "Changes in the Work."

5. TIME FOR PERFORMANCES:

The Contractor covenants and agrees that the work herein agreed to be performed shall be commenced within five (5) days of the date stipulated in this Contract and that the said work shall be carried on with dispatch, time being of the essence of the agreement, and in such a manner as to be fully and completely performed on or before the time stipulated therefore in the proposal.

6. DETERMINATION OF QUANTITIES:

It is further agreed, that all estimates and measurements of quantities shall be made by the Contractor in conjunction with the Owner and that this determination shall be final and conclusive between the parties.

Nothing in this agreement contained shall be so construed as to deprive the said Owner of any remedy or defense it may have under this agreement for violation of any of the terms or conditions of this agreement.

7. POWER TO TERMINATE CONTRACT:

If the Contractor defaults in the due performance of the contract or fails to perform any or all of the conditions thereof, or fails to duly proceed with the performance of the work, and the Owner shall give written notice of such delay, neglect, or default to the Contractor, specifying the same, and if the said Contractor shall not for a period of five (5) days after such notice proceed to remedy his said delay, neglect, or default, then the Owner shall have full power and authority to terminate the contract by written notice delivered to the said Contractor and thereupon all sums of money which may be due the Contractor, together with all materials, goods, chattels, and effects then lying in, on, or about the premises, whereon said work is located, shall become forfeited to the Owner and may be employed or sold and disposed of as directed by the Owner and shall have full power and authority to employ any person or persons to complete the work or any part thereof, or to enter into any new contract or contracts for the completion of the same or any part thereof, without prejudice, however, to any remedy which first party may have against the Contractor for breach of contract.

8. EQUAL OPPORTUNITY PROVISIONS

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, as follows:

- A. The contractor will not discriminate against any employee or applicant because of race, religion, color, sex, or national origin. The Contractor will take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraph "A" through "G" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. ANTI-KICKBACK PROVISION:

The Owner will comply with all provisions of the Copeland Anti-Kickback Act (Title 18, U.S.C., June 25, 1948) including: Section 874, Kickbacks from Public Employees: "Whoever, by force, intimidation, or threat or procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

10. ACCEPTANCE OF WORK

Acceptance of said work as completed shall be by the Owner or their authorized representative. The acceptance will be in the form of a certificate of completion.

11. MDOT PRE-QUALIFICATION

Contractor hereby confirms that he is MDOT pre-qualified for Grading Drainage Structures & Aggregate Construction (Ea).

IN WITNESS WHEREOF, Owner and the Contractor by and through their duly authorized officers and representatives, have executed this Contract as of the date first above written.

SIGNATURES FOR BIDDER:

Witness

Signature

Position

Company

Witness

Witness

(OWNER)

By _____

By _____

By _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____ in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of _____.

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which _____ may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____ (L.S.)

Surety _____

By _____

PERFORMANCE BOND
(Shall be in an amount equal to 100% of the total base bid.)

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, Contractor, as Principal, and _____
_____, as Surety, are held and firmly bound unto the Owner
in the sum of _____ Dollars

(\$ _____) to be paid to the Owner for which payment well and truly to be made,
we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by
these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT,

WHEREAS, the said _____ did
on the _____ day of _____, 20____, by articles of that date enter into a
contract with the said Owner for the Pittsfield Preserve Phase One.

THEREFORE, if the said Contractor shall save and hold harmless the said Owner from all public
liability and damages of every description in connection therewith, shall well and faithfully in all
things fulfill the said contract according to all the conditions and stipulations herein contained, in all
respects and shall save and hold harmless the said Owner from and against all liens and claims of
every description in connection therewith, then this obligation shall be void and of no effect; but
otherwise it shall remain in full force and virtue and in the event that the said Owner shall extend the
time for the completion of said work or otherwise modify elements of the contract in accordance with
provisions thereof, such extension of time or modification of the contract shall not in any way release
the sureties of this Bond.

WITNESS our hands and seals the _____ day of _____, 20_____.

WITNESS:

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ of the _____
_____ hereinafter called the

Principal, and _____
hereinafter called the Surety, are held and firmly bound unto the People of the State of Michigan
in the sum of _____ Dollars (\$) _____
to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____.

WHEREAS, the above named Principal has entered into a certain contract with
_____ hereinafter called the Owner, dated the _____ day of
_____, 20____, (hereinafter called the Contract) for _____,
which contract and the specifications for said work shall be deemed a part hereof as fully as if set
out herein.

AND WHEREAS, this bond is given in compliance with and subject to the provisions and
conditions of Public Act No. 213 of the Public Acts of 1963.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above named
Principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors,
persons, firms, and corporations, as the same may become due and payable, all indebtedness
which may arise from said Principal to a subcontractor or party performing labor or furnishing
materials, or any subcontractor to any person, firm, or corporation on account of any labor
performed or materials furnished in connection with the contract, construction and work herein
referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that
may be hereinafter recorded or made in the construction and complete installation of the work herein
referred to, or the placing of an inspector to superintend thereon by the Owner shall not operate to
discharge or release the sureties thereon.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20_____.

Signed, sealed and delivered in
the presence of:

_____	_____ (SEAL)
	_____ (SEAL)
	Principal
_____	_____ (SEAL)
	_____ (SEAL)
	Surety

PART II – GENERAL CONDITIONS

GENERAL CONDITIONS

1. DEFINITION OF TERMS

Whenever, in these specifications, the term "The Johnson Hill Land Ethics Studio" or "Owner" is used, it shall be deemed to mean the Betsie Valley Trail Management Council or its authorized representative.

Whenever, in these specifications, the term "Landscape Architect" is used, it shall be taken to mean The Johnson Hill Land Ethics Studio or its authorized representative.

2. LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all ordinances of the State and local authorities with jurisdiction respecting and regulating public improvements.

3. PLANS

The location of the proposed improvements and the character, form, and dimensions of the same are shown forth by a set of drawings. Where figures are given on these drawings, they shall have precedence over dimensions taken by scale.

4. PLANS AND SPECIFICATIONS COOPERATIVE

The plans and these specifications are intended to be cooperative. They shall be construed as supplementary each to the other and any work called for on the plans and not particularly mentioned in the specifications, or described in the specifications and not shown on the plans, is to be regarded as included under this contract the same as if set forth in the specifications and exhibited on the plans.

Where detailed specification provisions are in conflict with statements to follow provisions of a manufacturer's specification or manufacturers furnished instructions, the Contractor shall notify the Landscape Architect in writing. The Landscape Architect shall determine which provisions take precedence, unless resolution of the conflict is therein specified.

5. CHANGES IN THE WORK

The Owner may make changes in the work of the Contractor by making alterations therein, or by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any guaranty given by him pursuant to the Contract provisions. All such work shall be executed under the conditions of the Contract.

Except in an emergency endangering life or property, the Contractor shall make no change unless he has received a prior written order from the Owner, countersigned by the Landscape Architect, authorizing the change. Any change in the work shall be ordered and the adjustment of the contract price or time shall be determined by issuance of a Change Order providing for an agreed lump sum adjustment.

For each Change Order issued, the Contractor shall furnish an itemized bona fide, written proposal in multiple-copy form and with such supporting papers as the Landscape Architect may require.

For any item involved in a change for which a unit price (including all items of cost, and overhead and profit) has been duly established, either as provided in the contract or by subsequent agreement, the change in contract price shall be determined by applying the unit price to the net quantity of the item involved without further allowance for overhead and profit.

No work other than that to be paid for at the prices named in the contract shall be done by the Contractor except upon a written order from the Landscape Architect and the Owner, which order shall describe the work to be done. In the absence of such written order from the Owner, the Contractor will not be entitled to payment for any such additional or extra work. All claims for extra work must be presented for payment as soon as practical after such work is done. The Owner must approve payment of such claims for extra work.

6. FIELD OBSERVATION

The Landscape Architect and the Owner may provide for the observation of any work done under the contract. The Landscape Architect and the Owner shall have free access to all parts of the work. No work shall be covered or concealed until it has been examined by the Landscape Architect and the Owner. The Contractor shall furnish all information relating to the work, and the materials therefore, which the Landscape Architect and the Owner may deem necessary or pertinent.

The Contractor shall cooperate in setting and preserving stakes, benchmarks, and in all other things that are necessary to satisfactorily complete the work. The Landscape Architect and the Owner shall have authority to reject and to suspend any work that is being improperly done in the opinion of the Landscape Architect and the Owner.

7. OBLIGATIONS OF THE CONTRACTOR

The observation or lack of observation of any work pertaining to this contract shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good notwithstanding that such work has been previously overlooked by the Landscape Architect and the Owner and accepted or estimated for payment or paid for. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Landscape Architect and the Owner.

8. DECISION OF THE OWNER

The judgment and the decision of the Owner as to whether the work done under this contract comply with the requirements of these specifications, and the intent of this project, shall be conclusive and final. All improper or defective work must be corrected, as to comply with these specifications and subject to the approval of the Owner.

9. NO CHARGE FOR HINDRANCE OR DELAYS

The Contractor shall make no claim or charge against the Owner or any agent thereof for any hindrances or delays from any cause whatsoever during the progress of the work embraced in this contract.

10. COOPERATION OF THE CONTRACTOR

The Contractor shall have at all times copies of the plans and specifications on the work and shall furnish each foreman and require him to have with him on the work, a copy of that part

of the plans and specifications which appertain to the work he is directing. The Contractor or an authorized representative shall be on the work at all times when construction is in progress. His name and address shall be on file with the Owner and he shall be available for call at any time.

11. STORAGE OF MATERIAL AND SUPPLIES

Material and supplies may, if necessary, be stored on the site within the trail right of way or where deemed appropriate by owner, but drainage must be provided. Any damage to property by reason of such storing of material must be repaired by the Contractor or at his expense. The Contractor must not (except after consent from the proper parties) enter or occupy with men, tools, or material, any land outside the property of the Owner.

12. OWNER NOT RESPONSIBLE FOR

Owner will not be responsible for any supplies, material, tools, or machinery, or for any finished or unfinished work done under these specifications which may be destroyed by any cause or agency prior to the completion of any acceptance of work.

13. LIABILITY FOR DAMAGES

The Contractor shall put up and maintain such barriers or lights or both as will effectual prevent any accident in consequence of his work, and shall take all the other necessary and proper precautions against causing damage to persons or property. He shall be liable for all damages of every nature occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees, or workmen, and shall reimburse the Owner for all damages, losses, and costs suffered by it by reason of such acts or neglects.

14. DAMAGES AND RESTORATION OF PROPERTY

The Contractor shall alone be held responsible for all injuries to persons, and for all damages to the property of the Owner or others, caused by or resulting from the negligence of himself, his employees or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured property, including sidewalks, curbing, sodding, pipes, conduits, sewers, and other public or private property to a condition as good as it was when he entered on the work.

15. OMISSION OR MISTAKE OF CONTRACTOR

The Contractor shall pay to the Owner all expenses, losses, and damages, as determined by the Owner, incurred in consequence of any defect, omission, or mistake of the Contractor or his employees.

16. USE OF COMPLETED PORTIONS OF WORK

The use of any portion of any work done under the terms of this contract shall not be construed as an acceptance of such work. Where thus directed for use by the Owner, the Contractor shall not be held responsible for injuries to the work caused by such use.

17. INSURANCE

Proof that the firm is an equal opportunity employer and possesses professional liability insurance, workers compensation, and no-fault vehicle insurance as according to the following requirements:

- a. Workers Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations Liability with limits of liability not less than \$1,000,000; (c) Independent Contractors Coverage; (d) Broad Form General Liability Extensions or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- c. Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured: "Benzie County, all elected and appointed officials, all employees, and volunteers, all boards, commission and/or authorities and board members, including employees, agents and volunteers thereof, and the Johnson Hill Land Ethics Studio"

18. DISORDERLY EMPLOYEES

Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work site. Foremen and workmen who neglect or refuse to comply with the instructions of the Owner in regard to conduct, shall at the Owner's request, be promptly discharged, and shall not thereafter be reemployed on this project, without the Owner's consent. The Contractor shall not permit nor suffer the introduction or use of intoxicating liquor or other drugs upon or about the work embraced in this contract.

19. CONTRACTOR TO GIVE NOTICE

The Contractor shall give the Owner at least three (3) days notice before commencing work on any contract.

20. PROTECTION OF MONUMENTS, BENCH MARKS, AND STAKES

The Contractor must carefully protect from disturbance or injury all municipal monuments, stakes, and bench marks, and shall not excavate nearer than three (3) feet to any of them without the permission of the Owner or until they have been removed, witnessed, or otherwise disposed of by the Owner.

21. CLEANING UP

Upon the completion of the principal work and as an unbroken continuance of work, the Contractor shall clean up and leave in neat condition all the premises that he has occupied during the construction period. He shall remove from the premises all surplus earth, debris, and rubbish, and all unused materials, together with all tools and equipment. Such cleaning up must be completed within ten (10) days after the principal work has been completed.

22. INCIDENTALS

All the work to be done by the Contractor for which specific unit prices are not named by the contract, as well as any minor details of work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work, shall be considered as incidental and as being a part of and included in the work for which prices are named in the contract. The Contractor will not be entitled to any extra or additional compensation thereof.

23. MANNER OF PAYMENT

The Contractor shall submit each month, or at longer intervals if desired by the Contractor, an invoice covering work previously performed for which the Contractor believes payment is due under this contract. Progress payments shall be made to the Contractor for actual quantities of completed work. No payment shall be made for material stored on site. Such payments shall be based upon the estimate of the Contractor and shall be approved by the Owner in the amount of the apparently acceptable work completed within the payment period.

All partial and final payment requests shall be submitted in duplicate on AIA Documents G702 and G703, Application and Certificate for Payment, and shall completely describe and account for all items in accordance with the provisions of the forms. No other forms of payment requests will be accepted.

A retainer of 10% of the value of the work in place shall be withheld from the first 50% of the contract. No retainer shall be withheld on the second 50% of the contract unless it is determined that the Contractor is not making satisfactory progress, or for "other specific causes relating to the Contractor's performance under the contract." If it is so determined, then 10% of the value of the work in place for the second 50% of the contract shall be withheld.

On all contracts valued at \$30,000 or more or which have more than three (3) progress payments, the retained funds will be paid to the Contractor with the final progress payment. Upon completion of 94% of the contract, the Contractor may request the payment of the retained amount by providing an irrevocable letter of credit in the amount of the total retainer, which is issued by a bank authorized to do business in this state, containing terms mutually acceptable to the Contractor and the Owner.

On all contracts that include the installation of plant material, the previously mentioned "other specific causes relating to the Contractor's performance under the contract" shall be deemed to include the need by the Owner to monitor the survival of the plant material. Therefore, a total of 10% of the value of the planting portion of the contract shall be retained for a period of one year per the terms listed above.

The Owner shall make the final certificate for payment within thirty (30) days after the completion and acceptance of all work. Labor, materials and other things to be done or furnished by the Contractor hereunder, and payment shall not be due and payable to the Contractor, until he has complied with all the provisions hereof, and has discharged all debts, liens, obligations, claims and charges against said work or him arising out of said work, and made proof thereof satisfactory to the Owner. Before a final payment will be made, the Contractor shall submit the following to the Owner:

- A. A sworn statement certifying all bills for labor and materials have been paid.

- B. A sworn statement waiving any further claim (other than the final payment) by the Contractor against the Owner.
- C. A letter from the Contractor's bonding company approving issuance of final payment.

All payment shall take due account of additions to or deductions from the Contract price as herein provided. The acceptance by the Contractor of the proffered final payment shall operate as a release to the Owner and every agent thereof from all claims and liability to the Contractor for anything done or furnished for, or relating to or affecting the work. Furthermore, said acceptance by the Contractor shall be conclusive evidence of his acceptance and approval of estimates, accounting and deductions, and full payment by the Owner of all work, labor, materials and services done or furnished hereunder, and of full satisfaction, discharge, release and waiver of all claims and demands of or on behalf of the Contractor against the Owner arising out of this agreement and execution thereof. At the option of the Owner, the Owner may invoke the dispute resolution provisions of Section 4 of 1980 PA 524, MCLA 125-1564.

24. FAILURE TO COMPLETE IN SPECIFIED TIME

The Contractor shall commence work within the number of days specified in the proposal for commencement of work, at such points as the Owner may approve and shall thereafter continue it at such points and in such order or precedence as the Owner may from time to time approve.

The Owner may extend, in writing, the time for the commencement of the work when required due to unexpected or unnatural conditions.

The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this contract or before the date stated in the proposal.

In the case the Contractor fails to satisfactorily complete the entire work contemplated and provided for under this contract, on or before the date stated in the proposal, the Owner may deduct from the payment due to the Contractor the sum of Three Hundred Dollars (\$300.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of delay, to be paid in full and subject to no deduction. If the payments due to the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor, and in case said damages shall exceed the amount of all monies due or to become due the Contractor, then the Contractor or his surety shall pay the balance to the Owner.

The time in which this contract is to be performed and the work is to be completed is of the essence of this agreement.

25. ABANDONMENT OF CONTRACT

If the work to be done under this contract shall be abandoned or if this contract or any part thereof shall be sublet without the previous written consent of the Owner or if at any time the Owner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this contract, the Owner may notify the Contractor in writing to discontinue all work or any part thereof as the Owner may designate and the Owner may thereupon, by contract or otherwise, as they may determine, complete the work, or such part thereof.

26. QUALIFICATIONS OF EMPLOYMENT

The Contractor shall employ competent laborers and mechanics for the work under this contract.

27. BENCHMARKS AND REFERENCE POINTS

The Contractor shall establish and maintain grades, benchmarks, and other significant reference lines or points necessary to complete the work.

28. EXISTING UTILITIES

Existing utilities whether or not they are shown on the drawings shall be protected from damage.

29. AGGREGATE COST NOT TO BE INCREASED

Any changes in the plans, specifications, character of materials used, or method of doing the work, that may increase the aggregate cost of the work may be authorized and validated only by a formal supplemental contract regularly executed by all of the parties of the original contract.

30. SURVEYS

The Owner will make available all boundary information that is presently on file. All lines and levels necessary to the location and erection of the work under this contract shall be established and maintained by a competent surveyor employed by this Contractor.

31. PERMITS

Contractor is responsible for the procurement and payment for all permits and licenses necessary for the complete prosecution of the work. Required inspections for all permits will be arranged by the Contractor.

32. COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

A notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or deposited in the United States mail in a sealed, postage-paid envelope.

33. CHANGE OF CONTRACT

The Owner reserves the right to reduce or increase the amount of the contract work. All change orders shall be based on the unit prices established in the proposal at the time of bidding and shall not be valid unless signed by the Owner and Landscape Architect.

34. BID PRICE

The total bid price is based on the scope of work as indicated on the drawings, and in the specifications and includes all separate prices and unit prices.

35. PROTECTION

Portions of the project area may continue in use by the public during the course of the construction operation and therefore requires special user protection at all excavation and other hazardous areas at all times.

Provide and erect all required fences, barricades and other safety precautions in accordance with local, state and federal codes.

Remove all protection devices and guards when work is completed and restore all disturbed or damaged areas that result from this work.

36. INSPECTION OF SITE BY CONTRACTORS

No plea of ignorance of conditions that may exist, or of difficulties that may be encountered in the execution of the work under this Contract, as a result of the bidder's failure to make prudent examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of the Contract Documents, or will be accepted as a basis for a claim for extra compensation, damages, or for an extension of the time of completion.

The submission of a proposal shall, in itself, be conclusive evidence that the bidder has made all examinations he deemed necessary to properly prepare a proposal, meeting all the contract requirements.

37. DEBRIS REMOVAL

The Contractor must remove and dispose from site to legal dump area all debris caused by his work. Debris must be removed from the project site each day.

38. WORK & PAYMENT SCHEDULING CONFERENCE AND WORK PLAN

Immediately after execution of the Contract but prior to the start of work, the Owner shall convene a Work Scheduling Conference. The Contractor shall present to the Owner and Landscape Architect his proposed work and employment sequence for accomplishing the work of the Contract. If requested by the Owner, this work schedule shall be presented with appropriate graphic materials, including CPM Charts and scaled drawings showing areas in which work is to occur in phases.

CPM Charts shall identify all tasks to be performed, inter- relationships between tasks and designate the time period that each task is to be performed beginning with the date Notice to Proceed is issued.

Three copies of all materials presented at the meeting shall be submitted to the Owner for review and approval. The Contractor shall be responsible for work performance in accordance with the approved work schedule and shall continually update the schedule and perform in accordance therewith so that work shall be completed in the time specified in the Contract Documents at no additional cost to the Owner.

The Owner's approval of the Contractors work and payment schedule does not relieve the Contractor of any of the responsibilities otherwise designated to him under this Contract.

39. PRE-PERFORMANCE CONFERENCE

Prior to the start of work, the Owner shall call a conference at a location designated at that time for the purpose of discussing all working conditions pertaining to the Contract. The conference shall be attended by the Contractor and his foreman who will be on the job daily to supervise the work and handle any items which may arise that need immediate decisions. Representatives of the Owner will be present. This conference may be scheduled to coincide with the work and payment scheduling conference.

40. SCHEDULING AND USE OF PREMISES

The Owner shall approve sequence of construction. Where directed, the Contractor shall perform a complete sample installation for each type of work. These sample installations shall set the minimum standards of quality for work in compliance with the Construction Contract Documents. The Contractor shall not proceed with other installations of the same type of work until approval in writing of sample installation by Landscape Architect and Owner has been received.

Approval of sample installation does not indicate acceptance of all remaining work.

The Owner will designate a staging area for construction equipment. It is understood that the Contractor shall supply his own utilities and security for this area.

The Contractor must maintain safe ingress and egress for users of the adjacent park areas during construction.

41. TESTING

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the Landscape Architect timely notice of its readiness so the Landscape Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approval.

If the Landscape Architect determines that any work requires special inspection, testing, or approval, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing, or approval, and the Contractor shall give notice. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Landscape Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Landscape Architect.

If the Landscape Architect is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

PART III – TECHNICAL SPECIFICATIONS

SECTION 02511 – AGGREGATE PAVING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Aggregate Pavement Materials and Installation

1.02 REFERENCES

- A. ASTM - American Society for Testing and Materials:
 - 0. Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort, ASTM D 1557-91
- B. MDOT - Michigan Department of Transportation, "Standard Specifications for Construction", current edition
- C. MDOT Special Provision for Aggregate Surface Course Modified.

1.03 DEFINITIONS

- A. Subgrade: The soil surface on which aggregate pavement is placed.
- B. Aggregate Pavement: Aggregate path or drive material.
- C. Finished Grades: The required final grade elevations of aggregate pavement indicated on the Grading Drawings.
- D. Acceptance: Wherever the terms "acceptance" or "accepted" are used herein, they mean acceptance of Landscape Architect in writing.

1.04 SUBMITTALS

- A. Samples:
 - 0. Aggregate Surface Course Material: 2 pound plastic bag

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Regulatory Requirements: Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work.
- B. Delivery, Storage and Handling:
 - 1. Aggregate materials shall be delivered to the site in a thoroughly blended condition and handled in such a manner as to minimize separation and avoid mixing of underlying material with the aggregate.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Refer to MDOT Special Provision for Aggregate Surface Course, Modified for all material specifications. See appendix "A".

PART 3 EXECUTION

3.01 CONSTRUCTION

- A. Refer to MDOT Special Provision for Aggregate Surface Course, Modified for all construction specifications. See appendix "A".

END OF SECTION

SECTION 061063 - EXTERIOR ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Wood Drainage Crossings

1.3 DEFINITIONS

- A. Boards: Lumber of less than 2 inches nominal (38 mm actual) in thickness and 2 inches nominal (38 mm actual) or greater in width.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- C. Timber: Lumber of 5 inches nominal (114 mm actual) or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. RIS: Redwood Inspection Service.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For preservative-treated wood products. Include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
- B. Product Data: Submit product data for all fasteners, including size, type and manufacturer.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates:

1. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.
- B. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.
- C. Evaluation Reports: For preservative-treated wood products, from ICC-ES.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
 1. Factory mark each item with grade stamp of grading agency.
 2. For items that are exposed to view in the completed Work, mark grade stamp on end or back of each piece.
 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content:
 1. Dimension Lumber: 19 percent

2.2 LUMBER

- A. Hand select wood for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.
- B. Dimension Lumber: Construction or No. 2 grade and any of the following species:
 1. Hem-fir or hem-fir (North); NLGA, WCLIB, or WWPA.
 2. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.
 3. Mixed southern pine; SPIB.
 4. Redwood; RIS.

2.3 PRESERVATIVE TREATMENT

- A. Pressure treat boards and dimension lumber with waterborne preservative according to AWWA U1; Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
- B. Preservative Chemicals: Acceptable to authorities having jurisdiction.
 - 1. Do not use chemicals containing arsenic or chromium.
- C. Use process dimension lumber that includes water-repellent treatment.
- D. After treatment, redry dimension lumber to 19 percent maximum moisture content.
- E. Application: Treat all wood unless otherwise indicated.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
 - 1. Use 6" Strong Drive SDWS Timber Screws or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- E. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Apply copper naphthenate field treatment to comply with AWWA M4, to cut surfaces of preservative-treated lumber.
- G. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. ICC-ES AC70 for power-driven fasteners.
2. "Fastening Schedule" in ICC's International Building Code.
3. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.

END OF SECTION 061063

PART IV – APPENDICIES

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
AGGREGATE SURFACE COURSE, MODIFIED

TRV:MMB

1 of 2

APPR:SAB:DBP:04-28-14

a. Description. The work consists of constructing an aggregate surface course on a prepared grade in accordance with section 306 of the Standard Specifications for Construction and the contract, except as modified herein.

b. Materials. Provide materials meeting the listed physical properties:

Provide aggregate with a maximum loss of 50 percent Los Angeles Abrasion (*MTM 102*).

Provide 100 percent crushed natural aggregate in accordance with Table 1.

Table 1: Grading Requirements For Crushed Natural Aggregate

Crushed Aggregate	Sieve Analysis – Total Percent Passing							Loss by Washing
	3/8 inch	#4	#8	#16	#30	#50	#100	#200
Aggregate Surface Course	100	65-99	40-75	30-45	18-30	12-25	8-20	5-20

c. Construction. Construct the aggregate surface in accordance with plan details and as directed by the Engineer.

1. Hauling Equipment. Avoid damaging the grade and/or structures within the project limits by limiting the size and weight of hauling units. Repair damage caused by use of oversized equipment at no additional cost to the Department.

2. Preparation of Base. Prepare the specified grade to a tolerance of 3/4 inch. Maintain the base in a smooth and compacted condition until the aggregate surface course has been placed. Repair any rutting or other disturbance to the base caused by the Contractor's operations prior to placing the aggregate surface course. Compact the base in accordance with the *Density Testing and Inspection Manual*. Notify the Engineer a minimum of 24 hours prior to the placement of the aggregate surface course, so grade checks can be performed. Obtain approval of the grade's tolerances from the Engineer, prior to placement of the aggregate surface course.

3. Rollers. Use tandem, steel-wheeled rollers weighing less than 3 tons. The Engineer may allow alternate rollers.

4. Placement and Compaction. Place and spread aggregate surface course to the required grade and depth as detailed on the plans. Do not place aggregate surface course during freezing or other unfavorable weather conditions. Compact the aggregate surface course to at least 98 percent of the maximum unit weight or as directed by the Engineer in

accordance with the *Density Testing and Inspection Manual*. Completely compact the aggregate surface prior to permitting construction traffic to travel on it.

5. Grading Tolerance. Shape the finished surface to the specified grade within a tolerance of 1/2 inch.

6. Maintenance. Maintain the aggregate surface course as constructed throughout construction. Prior to final acceptance, regrade, reshape and compact the finished surface to the specified tolerance as necessary.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Aggregate Surface Cse, __ inch, Modified.....	Square Yard
Aggregate Surface Cse, Modified	Ton

Aggregate Surface Cse, __ inch, Modified will be measured in place by the square yard for the specified depth, along the trail. **Aggregate Surface Cse, __ inch, Modified** includes furnishing all labor, equipment and materials required to complete the work as described. No additional payment will be made for material placed in excess of the dimensions specified in the plan details.

The Engineer will determine moisture content and pay weights as specified in section 109 of the Standard Specifications for Construction.

The Engineer will measure **Aggregate Surface Cse, Modified** by the scale weight, including additives, at a moisture content no greater than 6 percent.

The Engineer will perform moisture tests at the start of weighing operations and when construction operations, weather conditions, or other causes may change the moisture of the material. If tests indicate moisture content greater than 6 percent, the Engineer will deduct the weight of the excess moisture from the scale weight of the aggregate until moisture tests indicate the moisture content is no greater than 6 percent.



MEMO

Date: December 4, 2017
To: David Oellerich
From: Tyler Sprague
Project: Betsie Valley Trail Reconstruction
Subject: Contract Documents

David,

This submittal for review includes contract documents, technical specifications, plans and a statement of probable costs.

The plans have undergone minor revisions since the 90% review including a title change (per your e-mail dated 11/2/2017) and additional notes.

The contract documents are ready for review. All dates and times in the contract documents are currently left blank until we get closer to defining a bid period. We were also unclear of funding sources at this time. Is grant funding being considered or will fundraising through the Friends of the Betsie Valley Trail provide all funding? At this time we have not included any prevailing wage requirements, MDOT Buy America requirements or Federal Aid provisions. If it is determined that either the County or any grants that are received require these, we will add them.

The technical specifications include exterior carpentry to cover the wooden drainage crossings and aggregate paving which defers to the MDOT aggregate surface source, modified specification in the appendix.

After reviewing, please let me know if you have any questions and/or revisions. Once we get closer to the bid period we can add any remaining information currently left blank.

Thanks,
Tyler Sprague
Associate
Johnson Hill Land Ethics Studio

RECEIVED

FEB 07 2018

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

TRAIL EASEMENT EDGE
TRAIL CENTERLINE
RAILROAD RIGHT-OF-WAY
RAILROAD RIGHT-OF-WAY
CENTERLINE
EDGE OF WATER

BETTS VALLEY TRAIL
RESTORATION



DATE		ISSUED FOR	
2017-10-27		SNA PREVIEW	
2017-10-28		FINAL REVIEW	
		TSP	
		MONTOSH	

JOB NO.
17BVT03

TITLE
RESURFACING PLAN



—

4

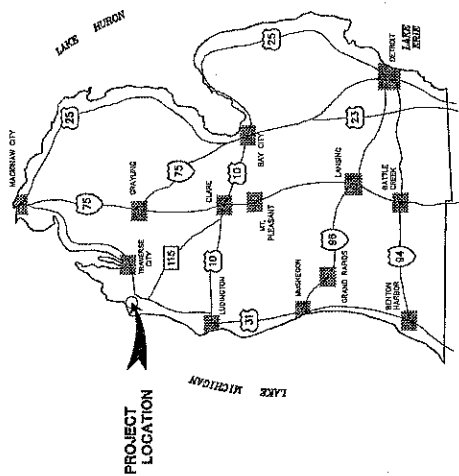


**Know what's below.
Call before you dig.**

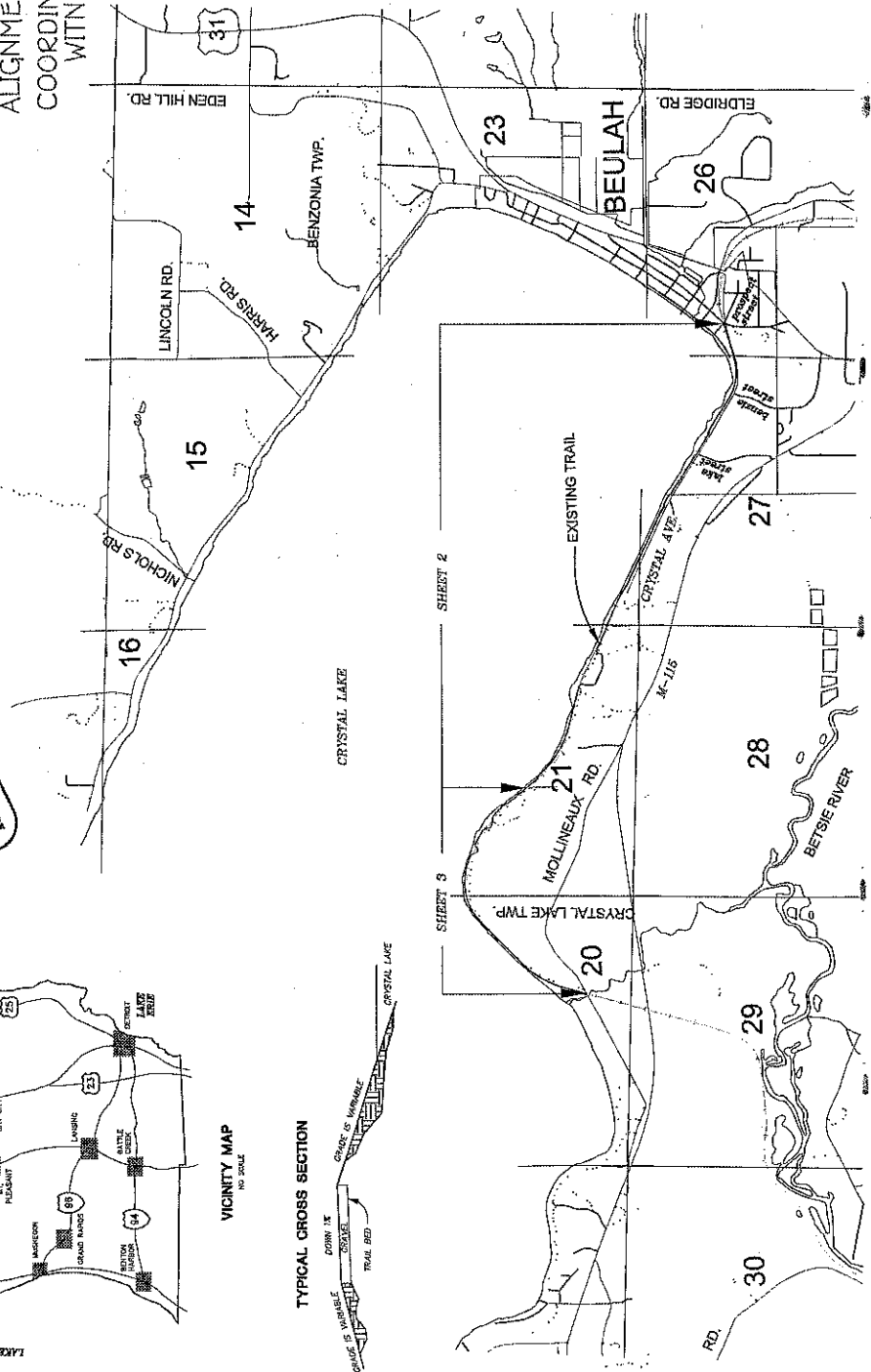
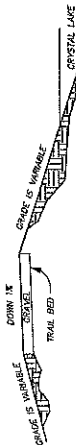
BETSIIE VALLEY TRAIL RELOCATION AS BUILT PLAN (12-01-2003) BENZONIA AND CRYSTAL LAKE TOWNSHIPS BENZIE COUNTY, MICHIGAN

SHEET NAME	SHEET NUMBER
COVER SHEET	SHEET 1
ALIGNMENT SHEET	SHEET 2
ALIGNMENT SHEET	SHEET 3
COORDINATES & WITNESSES	SHEET 4

DRAWINGS FOR
 BENCH MARK ONLY



TYPICAL CROSS SECTION



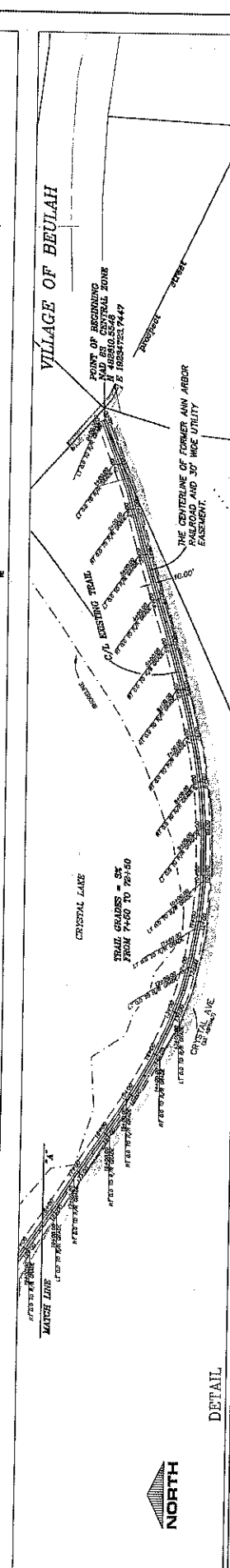
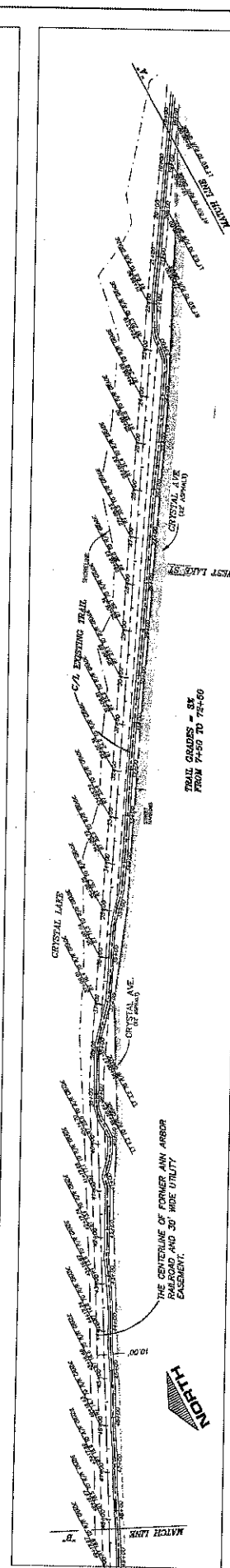
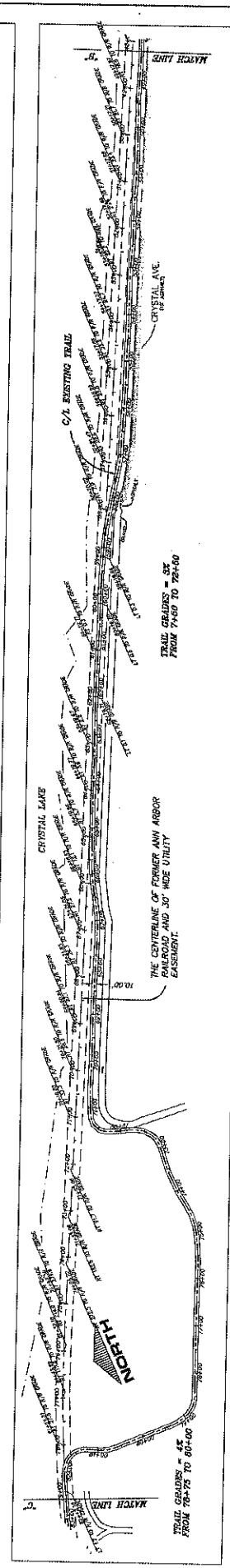
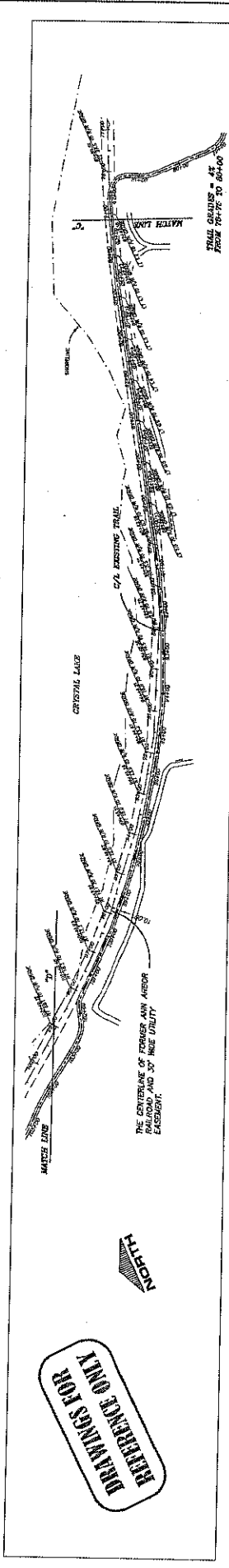
GENERAL NOTES
 1) OVERALL GRADE DOES NOT EXCEED 2% UNLESS OTHERWISE NOTED.
 2) THE SURVEY COORDINATE SYSTEM IS ON NAD 83 CENTRAL ZONE DATUM.
 3) SEE DATA SHEET 4 FOR CENTERLINE OF TRAIL COORDES.



Jenema Land Surveys
 8735 WORDEN ROAD
 BEULAH, MI 49617-9797
 PH. 231-882-9416
 FAX 231-882-9417

AS-BUILT
 BETSIE VALLEY TRAIL EASEMENT
 10' WIDE AND UTILITIES EASEMENT 30' WIDE
 PREPARED BY JENEMA LAND SURVEYS

SCALE	1" = 10'
DATE	NOV. 20, 2003
BY	97500
APPROVED	BY
BENZIE COUNTY, MICHIGAN	



AS-BUILT

BEESSE VALLEY TRAIL EASEMENT
10' WIDE AND UTILITIES EASEMENT 30' WIDE
PREPARED BY JENEMA LAND SURVEYS

DATE: NOV. 24, 2005
JOB NO.: 97600
SHEET 2 OF 4

BEESSE COUNTY, MICHIGAN

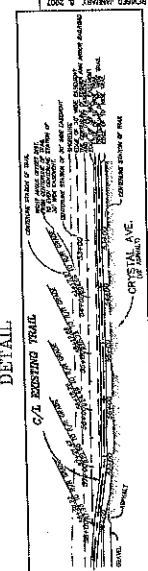
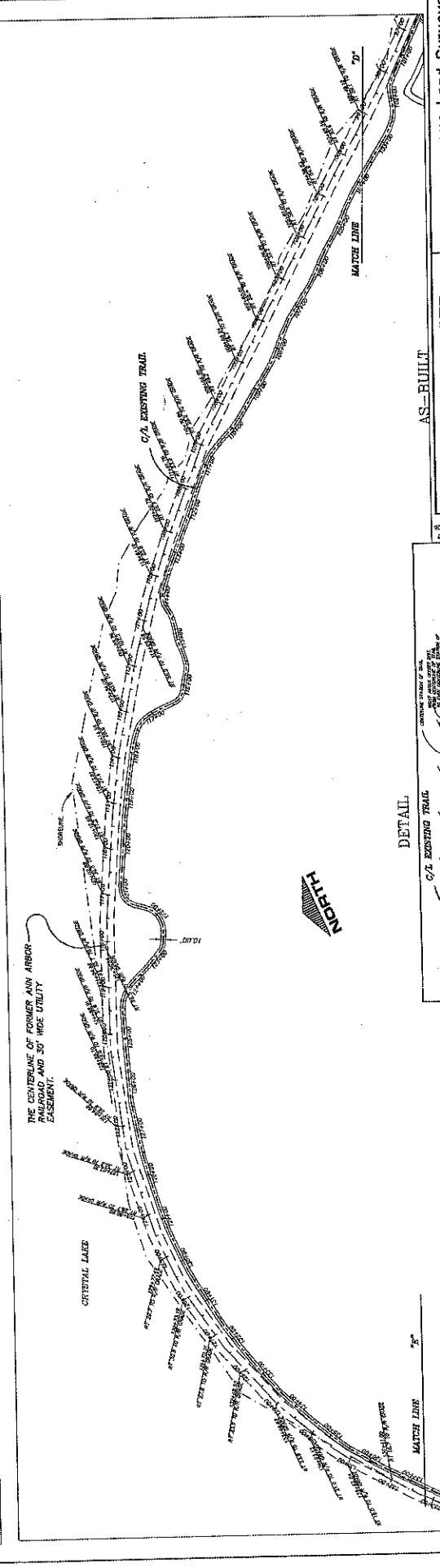
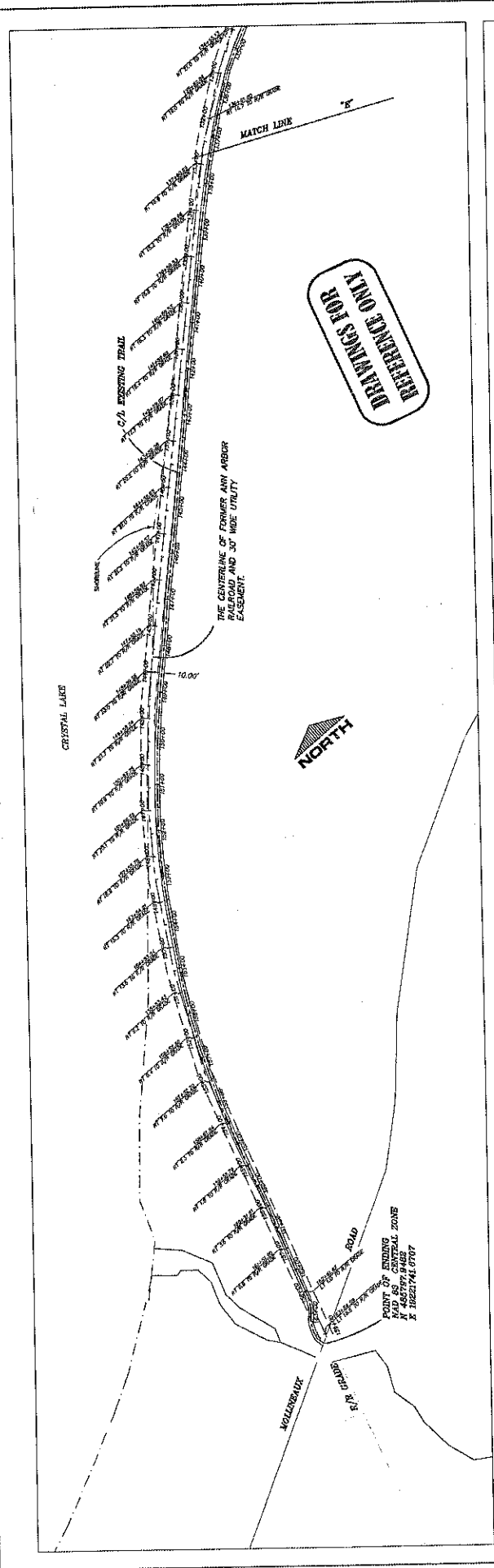
8735 WORDEN ROAD
BEULAH, MI 49617-9757
PH. 231-882-9416
Fax 231-882-9417

SCALE: 1" = 100'

DETAIL

C/O EXISTING TRAIL

CRYSTAL LAKE



AS-BUILT

Jenema Land Surveys
 8735 WORDEN ROAD
 BEULAH, MI 49617-9797
 PH. 231-882-9416
 FAX 231-882-9417

SETTLE VALLEY TRAIL EASEMENT
 10' WIDE AND UTILITIES EASEMENT 30' WIDE
 PREPARED BY JENEMA LAND SURVEYS

DATE NOV. 28, 2007
 DRAWN BY JLS
 CHECKED BY JLS
 SCALE 1" = 100'

REVISIONS
 1. 11/28/07
 2. 11/28/07
 3. 11/28/07

SHEET 3 OF 4
 BENDE COUNTY, MICHIGAN

CENTERLINE OF 10' WILE TRAIL

STATION	NORTH	EAST	POINT OF BEGINNING	STATION	EAST	NORTH	STATION	CENTR LINE	STATION	NORTH	EAST	STATION	CENTR LINE	STATION	NORTH	EAST	STATION	CENTR LINE	STATION	NORTH	EAST	STATION	CENTR LINE	STATION	NORTH	EAST	STATION	CENTR LINE	STATION	NORTH	EAST		
4329+0.55	1924723.745			75+00		4953595.863	1927193.889	483344.429	1922238.649	151+00		483344.429	1922238.649	151+00		483344.429	1922238.649	151+00		483344.429	1922238.649	151+00		483344.429	1922238.649	151+00		483344.429	1922238.649	151+00		483344.429	1922238.649
4327+4.07	1924650.446			77+00		4854252.765	1927190.311	489566.903	1922178.116	152+00		489566.903	1922178.116	152+00		489566.903	1922178.116	152+00		489566.903	1922178.116	152+00		489566.903	1922178.116	152+00		489566.903	1922178.116	152+00		489566.903	1922178.116
4327+11.15	1924438.685			79+00		4857177.811	1927187.884	4897053.722	1922167.577	153+00		4897053.722	1922167.577	153+00		4897053.722	1922167.577	153+00		4897053.722	1922167.577	153+00		4897053.722	1922167.577	153+00		4897053.722	1922167.577	153+00		4897053.722	1922167.577
4326+6.14	1924394.864			81+00		4859253.638	1927178.097	4897283.945	1922168.037	154+00		4897283.945	1922168.037	154+00		4897283.945	1922168.037	154+00		4897283.945	1922168.037	154+00		4897283.945	1922168.037	154+00		4897283.945	1922168.037	154+00		4897283.945	1922168.037
4326+7.21	1924240.882			83+00		4857283.945	1927178.097	4897283.945	1922168.037	155+00		4897283.945	1922168.037	155+00		4897283.945	1922168.037	155+00		4897283.945	1922168.037	155+00		4897283.945	1922168.037	155+00		4897283.945	1922168.037	155+00		4897283.945	1922168.037
4326+10.69	1924058.146			85+00		4859253.638	1927178.097	4897283.945	1922168.037	156+00		4897283.945	1922168.037	156+00		4897283.945	1922168.037	156+00		4897283.945	1922168.037	156+00		4897283.945	1922168.037	156+00		4897283.945	1922168.037	156+00		4897283.945	1922168.037
4326+20.17	1923955.664			87+00		4859253.638	1927178.097	4897283.945	1922168.037	157+00		4897283.945	1922168.037	157+00		4897283.945	1922168.037	157+00		4897283.945	1922168.037	157+00		4897283.945	1922168.037	157+00		4897283.945	1922168.037	157+00		4897283.945	1922168.037
4326+32.74	1923896.073			89+00		4859253.638	1927178.097	4897283.945	1922168.037	160+00		4897283.945	1922168.037	160+00		4897283.945	1922168.037	160+00		4897283.945	1922168.037	160+00		4897283.945	1922168.037	160+00		4897283.945	1922168.037	160+00		4897283.945	1922168.037
4326+37.15	1923866.073			91+00		4859253.638	1927178.097	4897283.945	1922168.037	161+00		4897283.945	1922168.037	161+00		4897283.945	1922168.037	161+00		4897283.945	1922168.037	161+00		4897283.945	1922168.037	161+00		4897283.945	1922168.037	161+00		4897283.945	1922168.037
4326+39.15	1923866.073			93+00		4859253.638	1927178.097	4897283.945	1922168.037	162+00		4897283.945	1922168.037	162+00		4897283.945	1922168.037	162+00		4897283.945	1922168.037	162+00		4897283.945	1922168.037	162+00		4897283.945	1922168.037	162+00		4897283.945	1922168.037
4326+40.15	1923866.073			95+00		4859253.638	1927178.097	4897283.945	1922168.037	163+00		4897283.945	1922168.037	163+00		4897283.945	1922168.037	163+00		4897283.945	1922168.037	163+00		4897283.945	1922168.037	163+00		4897283.945	1922168.037	163+00		4897283.945	1922168.037
4326+41.15	1923866.073			97+00		4859253.638	1927178.097	4897283.945	1922168.037	164+00		4897283.945	1922168.037	164+00		4897283.945	1922168.037	164+00		4897283.945	1922168.037	164+00		4897283.945	1922168.037	164+00		4897283.945	1922168.037	164+00		4897283.945	1922168.037
4326+42.15	1923866.073			99+00		4859253.638	1927178.097	4897283.945	1922168.037	165+00		4897283.945	1922168.037	165+00		4897283.945	1922168.037	165+00		4897283.945	1922168.037	165+00		4897283.945	1922168.037	165+00		4897283.945	1922168.037	165+00		4897283.945	1922168.037
4326+43.15	1923866.073			101+00		4859253.638	1927178.097	4897283.945	1922168.037	166+00		4897283.945	1922168.037	166+00		4897283.945	1922168.037	166+00		4897283.945	1922168.037	166+00		4897283.945	1922168.037	166+00		4897283.945	1922168.037	166+00		4897283.945	1922168.037
4326+44.15	1923866.073			103+00		4859253.638	1927178.097	4897283.945	1922168.037	167+00		4897283.945	1922168.037	167+00		4897283.945	1922168.037	167+00		4897283.945	1922168.037	167+00		4897283.945	1922168.037	167+00		4897283.945	1922168.037	167+00		4897283.945	1922168.037
4326+45.15	1923866.073			105+00		4859253.638	1927178.097	4897283.945	1922168.037	168+00		4897283.945	1922168.037	168+00		4897283.945	1922168.037	168+00		4897283.945	1922168.037	168+00		4897283.945	1922168.037	168+00		4897283.945	1922168.037	168+00		4897283.945	1922168.037
4326+46.15	1923866.073			107+00		4859253.638	1927178.097	4897283.945	1922168.037	169+00		4897283.945	1922168.037	169+00		4897283.945	1922168.037	169+00		4897283.945	1922168.037	169+00		4897283.945	1922168.037	169+00		4897283.945	1922168.037	169+00		4897283.945	1922168.037
4326+47.15	1923866.073			109+00		4859253.638	1927178.097	4897283.945	1922168.037	170+00		4897283.945	1922168.037	170+00		4897283.945	1922168.037	170+00		4897283.945	1922168.037	170+00		4897283.945	1922168.037	170+00		4897283.945	1922168.037	170+00		4897283.945	1922168.037
4326+48.15	1923866.073			111+00		4859253.638	1927178.097	4897283.945	1922168.037	171+00		4897283.945	1922168.037	171+00		4897283.945	1922168.037	171+00		4897283.945	1922168.037	171+00		4897283.945	1922168.037	171+00		4897283.945	1922168.037	171+00		4897283.945	1922168.037
4326+49.15	1923866.073			113+00		4859253.638	1927178.097	4897283.945	1922168.037	172+00		4897283.945	1922168.037	172+00		4897283.945	1922168.037	172+00		4897283.945	1922168.037	172+00		4897283.945	1922168.037	172+00		4897283.945	1922168.037	172+00		4897283.945	1922168.037
4326+50.15	1923866.073			115+00		4859253.638	1927178.097	4897283.945	1922168.037	173+00		4897283.945	1922168.037	173+00		4897283.945	1922168.037	173+00		4897283.945	1922168.037	173+00		4897283.945	1922168.037	173+00		4897283.945	1922168.037	173+00		4897283.945	1922168.037
4326+51.15	1923866.073			117+00		4859253.638	1927178.097	4897283.945	1922168.037	174+00		4897283.945	1922168.037	174+00		4897283.945	1922168.037	174+00		4897283.945	1922168.037	174+00		4897283.945	1922168.037	174+00		4897283.945	1922168.037	174+00		4897283.945	1922168.037
4326+52.15	1923866.073			119+00		4859253.638	1927178.097	4897283.945	1922168.037	175+00		4897283.945	1922168.037	175+00		4897283.945	1922168.037	175+00		4897283.945	1922168.037	175+00		4897283.945	1922168.037	175+00		4897283.945	1922168.037	175+00		4897283.945	1922168.037
4326+53.15	1923866.073			121+00		4859253.638	1927178.097	4897283.945	1922168.037	176+00		4897283.945	1922168.037	176+00		4897283.945	1922168.037	176+00		4897283.945	1922168.037	176+00		4897283.945	1922168.037	176+00		4897283.945	1922168.037	176+00		4897283.945	1922168.037
4326+54.15	1923866.073			123+00		4859253.638	1927178.097	4897283.945	1922168.037	177+00		4897283.945	1922168.037	177+00		4897283.945	1922168.037	177+00		4897283.945	1922168.037	177+00		4897283.945	1922168.037	177+00		4897283.945	1922168.037	177+00		4897283.945	1922168.037
4326+55.15	1923866.073			125+00		4859253.638	1927178.097	4897283.945	1922168.037	178+00		4897283.945	1922168.037	178+00		4897283.945	1922168.037	178+00		4897283.945	1922168.037	178+00		4897283.945	1922168.037	178+00		4897283.945	1922168.037	178+00		4897283.945	1922168.037
4326+56.15	1923866.073			127+00		4859253.638	1927178.097	4897283.945	1922168.037	179+00		4897283.945	1922168.037	179+00		4897283.945	1922168.037	179+00		4897283.945	1922168.037	179+00		4897283.945	1922168.037	179+00		4897283.945	1922168.037	179+00		4897283.945	1922168.037
4326+57.15	1923866.073			129+00		4859253.638	1927178.097	4897283.945	1922168.037	180+00		4897283.945	1922168.037	180+00		4897283.945	1922168.037	180+00		4897283.945	1922168.037	180+00		4897283.945	1922168.037	180+00		4897283.945	1922168.037	180+00		4897283.945	1922168.037
4326+58.15	1923866.073			131+00		4859253.638	1927178.097	4897283.945	1922168.037	181+00		4897283.945	1922168.037	181+00		4897283.945	1922168.037	181+00		4897283.945	1922168.037	181+00		4897283.945	1922168.037	181+00		4897283.945	1922168.037	181+00		4897283.945	1922168.037
4326+59.15	1923866.073			133+00		4859253.638	1927178.097	4897283.945	1922168.037	182+00		4897283.945	1922168.037	182+00		4897283.945	1922168.037	182+00		4897283.945	1922168.037	182+00		4897283.945	1922168.037	182+00		4897283.945	1922168.037	182+00		4897283.945	1922168.037

NO TONGUES
FOR
SUNBATH

[illegible]

AS-BUILT

BETSIE VALLEY TRAIL EASEMENT
 10' WIDE AND RAILROAD EASEMENT 30' WIDE
 PREPARED BY JENNEKA LAND SURVEYS
 SCALE 1" = 100'
 DATE NOV. 28, 2013
 SHEET 4 OF 4
 97500
 (SEE THE LOTS MAP)
 APPROVED BY



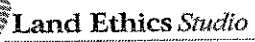
RECEIVED
JAN 12 1997

**Betsie Valley Trail Reconstruction****Statement of Probable Cost**

December 4, 2017

		Qty.	Unit	Unit Cost	Item Total
<i>General Conditions</i>	Mobilization (10% of Total Construction Cost)	1	LS		\$12,250.00
<i>Drainage</i>	Wooden Drainage Crossing	7	EA	\$1,000.00	\$7,000.00
Section "A"					
Station 0+00 to 14+30					
<i>Surfacing</i>	Install 3" Aggregate Surface Course, Modified	1,430	LF	\$8.80	\$12,584.00
Section "B"					
Station 14+30 to 18+85					
<i>Demolition</i>	Remove Average 3" Silt/Sand	455	LF	\$3.00	\$1,365.00
<i>Base</i>	Install Average 3" Base Material	455	LF	\$5.00	\$2,275.00
<i>Surfacing</i>	Install 3" Aggregate Surface Course, Modified	455	LF	\$8.80	\$4,004.00
Section "C"					
Station 18+85 to 24+55					
<i>Surfacing</i>	Install 3" Aggregate Surface Course, Modified	570	LF	\$8.80	\$5,016.00
Section "D"					
Station 24+55 to 71+00					
<i>Demolition</i>	Remove Average 3" Silt/Sand	4,645	LF	\$3.00	\$13,935.00
<i>Grading</i>	Regrade Area Between Road & Trail	24	LF	\$5.00	\$120.00
<i>Base</i>	Install Average 3" Base Material	4,645	LF	\$5.00	\$23,225.00
<i>Surfacing</i>	Install 3" Aggregate Surface Course, Modified	4,645	LF	\$8.80	\$40,876.00
Section "E"					
Station 71+00 to 82+20					
<i>Demolition</i>	Remove Average 1" Silt/Sand (Light Scraping)	1,120	LF	\$2.00	\$2,240.00
<i>Demolition</i>	Remove Gravel Washout from Adjacent Driveway	40	LF	\$2.00	\$80.00
<i>Surfacing</i>	Install 3" Aggregate Surface Course, Modified	1,120	LF	\$8.80	\$9,856.00
Total					\$134,826.00
10% Contingency					\$13,482.60
Grand Total					\$148,308.60

RECEIVED**FEB 07 2018**DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



www.jhle-studio.com

[illegible]

Benzie County Remonumentation Program

Michelle Thompson, County Treasurer / Grant Administrator

John B. Smendzuik, County Surveyor/County Representative

February 13, 2018

TO: Michael C. Barger, PS, EIT, Director
Office of Land Survey & Remonumentation

FROM: John B. Smendzuik, Benzie County Surveyor / County Representative

SUBJECT: Final Report on Benzie County Remonumentation Program for 2017.

The sole contractor for the 2017 Benzie County Remonumentation Program (BCRP) was Crystal Surveying, LLC. Crystal Surveying then subcontracted, as allowed by Benzie County, with Christy Anderson to provide the required Latitude and Longitude for each corner.

The 2017 program was submitted to the State in December of 2016. The breakdown for the 2017 program was as follows:

Platte Township:	6 corners
Crystal Lake Township:	5 corners
Benzonia Township:	2 corners
Homestead Township:	3 corners
Lake Township:	2 corners
Total:	18 corners

The program for 2017, for which contracts were let, for which all the work was completed, and for which LCRC's are attached is as follows:

Platte Township:	6 corners
Crystal Lake Township:	5 corners
Benzonia Township:	2 corners
Homestead Township:	3 corners
Lake Township:	2 corners
Total:	18 corners

Benzie County Remonumentation Program

Michelle Thompson, County Treasurer / Grant Administrator

John B. Smendzuik, County Surveyor/County Representative

Michael C. Barger, PS, EIT, Director

February 13, 2018

Page 2

The above corners contained 2 corners which were common corners with the original 16 corners. We have attached a second copy of the original corner for the common corners. The State of Michigan/DNR also did 5 additional corners, 1 in Homestead Township and the other 4 in Platte Township. They brought the corners in for Peer Group Review and we paid for recording the corners. They also provided the Lat/Long for their corners. There are a total of 23 all new LCRCs attached with this report, 21 new corners and 2 common corners.

In addition to the above corners, we discovered a problem with the Latitude and Longitude from some corners in the 2015 and 2016 program. The error was discovered by the DNR checking into some of our corners as they did their work in Platte Township. It appears that a software glitch in data processing of corners that were "traversed into" and not shot directly with GPS, caused some incorrect latitude and longitude data to be processed and recorded. Upon discovery of the problem, we checked for all corners done in this manner and then had the lat/long data recalculated correctly. We then filed a Scrivener's Affidavit with a new page 3 of the LCRC for each corner. This amounted to a total of 10 corners, with 2 of them having common corners. This results in a total of 12 corrected LCRC's. So in the final tally, there are 23 completely new LCRC's and 12 corrected "page 3 LCRC's" attached to this report. All of this noted in the spread sheet summary attached with this report.

The 2017 program year was again a successful one. We managed to clear out some problem corners and get a few others done with the limited budget that we received. Local Surveyors participation in the Benzie County Remonumentation Program was excellent. The sharing of data on corners helped to expedite issues with some of the corners. We had 2 Peer Group Meeting with good attendance and lively discussion.

Updating our count of corners yet to do, we have approximately 268 corners yet to set in Benzie County. Of these corners 151 are Section and ¼ Corners and 117 are Meander Corners. This number is based on the GLO notes for Benzie County. A listing of the corners yet to set, per township, is being revised to get a more current count. The difficulty rating, and the expense, of these corners will be greater as a large number of these corners are in difficult to access areas. As we are now required to provide latitude and longitude for each corner, these more difficult corners will get even more expensive. In addition, a lot of our Meander Corners are along Lake Michigan in difficult to access areas. We have left all of these until the latter stages of the program in order to expedite the work in our developed areas.

Benzie County Remonumentation Program

Michelle Thompson, County Treasurer / Grant Administrator

John B. Smendzuik, County Surveyor/County Representative

Michael C. Barger, PS, EIT, Director

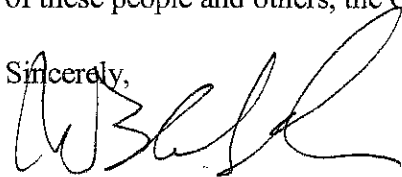
February 13, 2018

Page 3

As usual we are continuing to ignore most of the lands associated with the Sleeping Bear Dunes National Lakeshore. We have included corners in that Park in the count noted above. However, because of the changing laws and rules, we may be able to eliminate some of these corners. We are currently only trying to do corners in the National Park that may control private land. We are also ignoring Meander Corners in the Park and which are in difficult areas until such a time as we have revised the County Plan and the States rules have been updated to address these situations. We are also using this approach with the State owned lands in Benzie County. We are trying to address corners affecting the private lands and leaving the public lands to the State.

As always, I would like to thank all those people who make the Benzie County Remonumentation Program a success. These include but are not limited to the following: The Benzie County Board of Commissioners, for their continuing financial support; Michelle Thompson, County Treasurer and Grant Administrator and the people in her department who help with administration; Amy Bissell, Register of Deeds, and her staff; all participating local surveyors, and the Benzie County Road Commission, for the coordination of efforts and expenses where possible. With the continuing support of these people and others, the County Program will continue to move towards completion.

Sincerely,



John B. Smendzuik

Benzie County Surveyor / County Representative

10.30

EXHIBIT A

DESCRIPTION OF THE PROJECT
AND COST ESTIMATE

Renovations to Benzie Medical Care Facility

Preliminary Project Description

- 1) Construct three new 20 bed households on the existing site. Each household would have secure doors, access to an enclosed outdoor space, living rooms with fireplace and bookshelves, a dining room with a residential kitchen, an activity room, a spa room, barber beauty room, and staff support areas. 16 rooms will be private with accessible toilet rooms and showers. 2 rooms will be semi-private with full height partitions between the beds.
- 2) Construct a new 18 bed memory care household. The household would have secure doors, access to an enclosed outdoor space, living rooms with fireplace and bookshelves, a dining room with a residential kitchen, an activity room, a spa room, barber beauty room, and staff support areas. 16 rooms will be private with accessible toilet rooms and showers. 2 rooms will be private suites with a living room.
- 3) Construct a new lobby / reception / administration space.
- 4) Demolish unused portions of the existing facility to allow for outdoor recreation space and future expansion.
- 5) Update and expand Therapy and dietary areas as required.
- 6) Provide new interior finishes to the areas of the existing facility which will remain.

TOTAL ESTIMATED PROJECT COSTS

Total Cost of the Project
for which bonds are being issued: \$6,760,000.00

ESTIMATED PERIOD OF USEFULNESS: At least 35 Years

BUILDING AUTHORITIES (EXCERPT)
Act 31 of 1948 (1st Ex. Sess.)

123.961e Bonds; use and disposition of proceeds.

Sec. 11e. All moneys received from the sale of bonds shall be used solely for the purpose for which the bonds were authorized including any engineering, architectural, legal, and other expenses incident thereto and to the issuance of the bonds and including also the payment of the interest on the bonds during a period not to exceed the first 3 years following the date of the bonds and an amount required for the project for operation and maintenance, if appropriate, prior to the receipt of the first revenues from the operation of the project by the incorporating unit or units. Any unexpended balance of the proceeds of sale of the bonds remaining after completion of the project for which issued may be used for the improvements or enlargement of the project for which issued or for other projects of the authority leased to the incorporating unit or units if such use is approved by the department of treasury and the incorporating unit or units. Any remaining balance shall be paid into the bond and interest redemption fund of the authority for the bonds in which event the incorporating unit or units may be provided a credit against the cash rental payments next due under contract of lease to the extent of the moneys so deposited in the manner provided in the ordinance or resolution authorizing the bonds.

History: Add. 1973, Act 110, Imd. Eff. Aug. 19, 1973;—Am. 1983, Act 29, Imd. Eff. May 6, 1983.