

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA

August 27, 2019

Frank F. Walterhouse Board Room, Governmental Center, 448 Court Place, Beulah, Michigan

PLEASE TURN OFF ALL CELL PHONES OR SWITCH THEM TO VIBRATE

9:00 a.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 8/13/2019 (Open & Closed)
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 COMMISSIONER REPORTS –
 COUNTY ADMINISTRATOR’S REPORT –
 FINANCE – Approval of Bills
 COMMITTEE OF THE WHOLE – 8/13/2019 Consent
 COMMITTEE APPOINTMENTS – Construction Board of Appeals
 ACTION ITEMS – Parking Lot/Service Road Work; Intergovernmental Transfer of
 Functions & Responsibility Contract; Asset Recovery Contract Renewal; EMS
 Financial Hardship Policy
 PRESENTATION OF CORRESPONDENCE
 UNFINISHED BUSINESS
 NEW BUSINESS –
10:00 Lisa Peacock – BLHD Annual Report
10:15
10:30

 PUBLIC COMMENT
 ADJOURNMENT

Times Subject to Change

THE COUNTY OF BENZIE WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING, TO INDIVIDUALS WITH DISABILITIES AT THE MEETING OR HEARING UPON THIRTY (30) DAYS NOTICE TO THE COUNTY OF BENZIE. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE COUNTY BY WRITING OR CALLING THE FOLLOWING:

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

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

PUBLIC INPUT

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

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

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

Board Response: Generally, as this is an “Input” option, the board will not comment or respond to presenters. Silence or non-response from the board should not be interpreted as disinterest or disagreement by the board. However, should the board individually or collectively wish to address the comments of the speaker(s) at the approval of the Chair and within a time frame previously established, responses may be made by the board. Additionally, the presenter may be in need of a lengthier 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 – Linda Farrell (Crystal Lake, Frankfort)	231-882-6620
District IV – Rhonda Nye (Benzonia).....	231-510-8804
District V – Sherry Taylor (Homestead).....	231-882-5452
District VI - Evan Warsecke (Colfax, Inland)	231-275-3375
District VII - Gary Sauer (Blaine, Gilmore, Joyfield, Weldon)	231-651-0647

THE BENZIE COUNTY BOARD OF COMMISSIONERS

August 13, 2019

The Benzie County Board of Commissioners met in a regular session on Tuesday, August 13, 2019, in the Frank F. Walterhouse Board Room, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chair Gary Sauer.

Present were: Commissioners Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke

The invocation was given by Commissioner Sauer and the Pledge of Allegiance was recited.

Agenda:

Motion by Roelofs, seconded by Warsecke, to approve the agenda as presented. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Minutes:

Motion by Roelofs, seconded by Nye, to approve the regular session minutes of July 23, 2019 as corrected on page 2 – Act 51 not Act 251. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

9:03 a.m. Public Input

Bob Roelofs recognized and congratulated the Fekete and Nye families on the accomplish of their children, recently of their son/son-in-law with the commission to the US Marine Corp.

9:04 a.m. Public Input Closed

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS

Susan Boyd, Finance Manager, provided reports for the period ending June 30, 2019 as follows: General Fund Revenue and Expenditure report, no new variances from when we spoke before; Departments that are Millage Funded – the board asked that two more columns be added for Fund Balance & Other Sources of Income; and Revenue and Expenditure Report for other funds. She also provided two graph reports with the past 5-year data.

Dawn Olney, County Clerk, informed the board that she had spoke with the County Administrator regarding the need for new copy machine and printer for the office; he asked that I inform the board of the intent. There are funds in the County Clerk budget to purchase the printer and the copy machine will be leased.

Rebecca Hubers, Emergency Management, spoke regarding a FEMA presentation regarding flood plain on August 14 from 2 - 4 p.m. for community officials and then 5 – 7 p.m. for the public – web site www.FEMA.gov/preliminaryfloodhazarddata ; August 25 is the Ironman competition that will run through Almira and Platte Townships.

A written report for July 2019 was provided by Frank Post.

911 Central Dispatch monthly report for July 2019 received.

COMMISSIONER REPORTS

Comm Taylor reported that she attended the Homestead Township meeting where the Code Enforcement officer that handle ordinance violations – had only 4 calls on July 4; Coho Festival is

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getting geared up; Village of Honor meeting and someone was there from HARP to get a license for a duck race they will be having – the ducks have been donated by the Cherry Festival for the race.

Comm Warsecke – No report

Comm Farrell reported of three meetings she attended: Benzie Leelanau Health Dept minutes are in this board packet. Networks Northwest Commission of Governors – firm called 4th Economy is working with NWNW on how counties are doing with economic development; Leelanau is looking at adding a .2 millage to their ballot for parenting – they have a millage for seniors and feel it would help with parenting younger individuals; Wexford has a new 911 dispatch facility and they have switched their 911 service provider and will save \$66,000. Networks Northwest had a speaker from the State Dept of Talent and Economic Development, which is now titled Dept of Labor and Economic Opportunity.

Comm Jeannot stated that he attended a meeting July 30 with Senator VanderWall and they talked about rural hospitals and the possibility of closing due to lack of professional staff; they also talked about eliminating deer baiting. Platte Lake Improvement Association for the purpose of cleaning up Platte Lake, they monitor the number of Coho coming through, the DNR remains to be in compliance. Almira Township still looking for a fire chief. School has a millage that is expiring and that is the 1999 debt .43 mills on June 30 this year; then another one for May 2020 – they have wrapped those two together and expire May 2020 for 1.6 mills – the state allows even if it is expired, for them to wrap them together. He will be starting the County Administrators evaluation and asks you to respond by the first meeting in September.

Comm Roelofs reported that he has learned that the Betsie Valley Community Center would be attached on the same property as the Betsie Valley school – doesn't know if that information is out there; they are planning to tack the Center on to the Betsie Valley School and I don't think the general public is aware of that. Attended the Domestic Violence Task Force meeting – pretty educational. Space Use presentation last week was good with a 5 – 10 – 20-year vision – they will be coming to us in the next few weeks with the presentation. Jennifer Berkey reached out to ~~he~~ and *h.m* Mitch and Dr. Jeff Dwyer was here and spent some time with us – he is going to visit each county this summer, with a vision to enhance access to veterans. Veterans Affairs met yesterday and the ~~y~~ plan on attending the Coho Festival again this year.

Comm Nye said thank you to Comm Roelofs for the acknowledgement. MDOT 2020 Open House was well attended (standing room only) and they will start as early in April 2020 as they can. The grade of US 31 is going to be tapered to the North going past the Road House. Possible elimination of parking in front of the Road House. Sidewalks all the way down to Grace Road. Village of Benzonia lost their assistant superintendent, so that is a job position is open.

Chairman Sauer reported that the Road Commission has the opportunity to get federal funds to fix Esch Road from Otter Creek to M-22. Still having discussion on the safety of Reynolds Road and Cedar Run. They also need to pass a resolution to lower the speed limit. *for the Ironman* Centra Wellness Community Partner's meeting – Prosecuting Attorney said she has sent more people to prison this year than last. DHHS is concerned about the new phone system. Planning Commission held a community form regarding short-term rentals and agri-business. Attended the Village of Thompsonville meeting and they said they were approached by the Odd Fellows and they would like

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to purchase their property back and they may sue the County. Planning Commission information out to the people sooner – October 25 will be their Summit at Grow Benzie. Diamond Crossing in Thompsonville – they need the date when the Betsie Valley Trail was formed, and the marker removed so they can get the Historical Marker. The engineers have gone on strike, so the M-115 construction repairs are on hold.

Comm Jeannot inquired regarding the matching funds for the townships, hopeful that the road commission will double the amount – Chairman Sauer will bring it up to them again.

10:30 a.m. Break

10:37 a.m. Reconvene

COUNTY ADMINISTRATOR'S REPORT

- Presented a design of what the banner will look like – 5' x 6' = \$225.00
- Provided an Administrator Update Report: EDC/BRA meeting on August 16 at 11:00 a.m. with an update on the Broadband; August 15 @ 5:30 Broadband sub-committee meeting.
- Have started the steps to replace the 911 Director position – interview team is Mitch, Maridee Cutler, Bob Roelofs, Tom King, Rebecca Hubers, Tim Markey, Kyle Rosa, Rob Lozowski
- ACO Strategic Plan

FINANCE

Bills: Motion by Warsecke, seconded by Farrell, to approve payment of the bills from July 24, 2019 thru August 12, 2019 in the amount of \$480,556.30, as presented. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

COMMITTEE OF THE WHOLE

Comm Jeannot removes #6

Motion by Warsecke, seconded by Roelofs, to approve items 1-5 of the July 23, 2019 Committee of the Whole Consent Calendar as presented. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

#6: Motion by Jeannot, seconded by Roelofs, to authorize the part-time Deputy Clerk wages be increased from \$12.24 to \$13.07 starting July 16, 2019. Roll call. Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Ayes

COMMITTEE APPOINTMENTS – None

ACTION ITEMS:

Update Emergency Management Info for SOM: Motion by Jeannot, seconded by Warsecke, to authorize the chair to sign proper documentation of the EMD-021 for submission to the State of Michigan. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Child Care Fund Budget 2018-19: Motion by Jeannot, seconded by Warsecke, to approve the Child Care Fund Budget Amendment for FY 2018-19 as presented, authorizing the chairman to sign. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

COMMISSIONERS

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August 13, 2019

Child Care Fund Budget 2019-20: Motion by Farrell, seconded by Taylor, to approve the Child Care Fund Budget for FY 2019-20 as presented, authorizing the chairman to sign. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

PRESENTATION OF CORRESPONDENCE

- Marquette County resolution regarding Trial Court Funding received.
- Charlevoix County resolution regarding Trial Court Funding received.
- Benzie-Leelanau Health Department minutes of July 25, 2019 received.
- Little Platte Lake elevation report for July 2019 received.
- Crystal Lake elevation report for July 2019 received.
- Livingston County resolution Opposing Legislation to Prevent County Commissioner Candidates from Disclosing Their Party Affiliation on Ballots received.

UNFINISHED BUSINESS – None

NEW BUSINESS – None

Motion by Sauer, seconded by Warsecke, to enter into a closed session pursuant to Section 8(d) of the Michigan Open Meetings Act to discuss the potential of purchasing real property for county purposes. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

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

Motion by Sauer, seconded by Roelofs, to authorize the County Administrator to enter into negotiations for the purchase of the real property discussed in the closed session and that the administrator be authorized to proceed in the manner he recommended in the closed session. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

12:00 p.m. Public Input – None

Motion by Roelofs, seconded by Farrell, to adjourn at 12:00 p.m. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Gary Sauer, Chair

Dawn Olney, Benzie County Clerk

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1. Approved the agenda as presented.
2. Approved the regular session minutes of July 23, 2019 as corrected on page 2.
3. Approved payment of the bills in the amount of \$480,556.30.
4. Approved items 1-5 of the July 23, 2019 Committee of the Whole Consent Calendar as presented.

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5. Authorized the part-time Deputy Clerk wages be increased from \$12.24 to \$13.07 starting July 16, 2019.
6. Authorized the chair to sign proper documentation of the EMD-021 for submission to the State of Michigan.
7. Approved the Child Care Fund Budget Amendment for FY 2018-19 as presented, authorizing the chairman to sign.
8. Approved the Child Care Fund Budget for FY 2019-20 as presented, authorizing the chairman to sign.
9. Entered into a closed session pursuant to Section 8(d) of the Michigan Open Meetings Act to discuss the potential of purchasing real property for county purposes.
10. Authorized the County Administrator to enter into negotiations for the purchase of the real property discussed in the closed session and that the administrator be authorized to proceed in the manner he recommended in the closed session.

DRAFT

Committee of the Whole

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July 23, 2019

Motion by Jeannot, seconded by Roelofs, to approve the Committee of the Whole Consent Calendar as follows:

1. That we discontinue talks with surrounding counties regarding consolidation of 911 services as well as move forward with replacing the 911 Director.
2. To amend the 2018-19 Animal Control Budget for phone system in the amount of \$2,590.00 as presented.
3. To approve the County-Wide Cost Allocation Plan for FY 2018-19, authorizing the chairman to sign.
4. To amend the 2018-19 budget for Dept 426 Emergency Management for CERT equipment in the amount of \$1,021.00 as presented.
5. To amend the 2018-19 budget for Dept 426 Emergency Management for radio gateway in the amount of \$4,835.00 as presented.
6. Removed from Consent Calendar.

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

Destroy Date: _____

Closed Session
August 13, 2019
Potential Purchase of Property
MCL 15.267

RN-BR

Elected Officials And Department Heads

BENZIE SENIOR RESOURCES

BOARD OF DIRECTORS

MEETING MINUTES

July 17, 2019

Chair Beverly Holbrook called the meeting to order at 4:30 p.m. Prayer of Invocation was said by Ron Dykstra. Pledge of Allegiance was said by all members and guests. Roll Call: Nancy Mullen-Call, Ron Dykstra, Jane Elzerman, Al Amstutz, Barbara Johnson, Deborah Rogers, Leo Hughes and Beverly Holbrook. Excused: Denise Favreau, Anne Dawe, and Rosemary Russell. Also present: Doug Durand, Sabra Boyle and Commissioner Sherry Taylor.

Welcome new Board Member: Leo Hughes

Approval of the Agenda: Changes to agenda, under New Business (2) WAT sign up. Motion by Al, supported by Ron to approve the agenda as amended. Motion carried.

Approval of Minutes from June 19, 2019 meeting: Motion by Nancy, supported by Barb to approve the minutes from June 19, 2019. Motion carried.

Suggestion box contents-Empty

Public Input-None

Finance Committee Report-Approval of BSR Financial Statements for June 2019. Doug reports the Revenue Highlights for June 2019 decreased by 6.6% or \$11,539. Expenses for June 2019 were up 3.9% or \$5,818. Overall, we ended June 2019 with a net gain of \$7,150. The anticipated USDA NSIP Funds were down due to receiving a larger amount of these funds in February 2019. Motion by Jane, supported by Deb to approve the BSR Financial Statements for June 2019. Motion carried.

INFORMATION ITEMS:

- A. **Director's Report-June 2019/July 2019:** Doug reports that the management team is talking about doing evening meals possibly on a Wednesday once or more in a month to get the participant numbers to increase. Many of the younger seniors are still in the workforce and are unable to take advantage of the mid-day meal. There would be a program of interest to this age group during this time. These would start in September. Doug's report also expresses his pleasure that the organization is financially stable year to date.

There is a new satisfaction survey going out to the Home Delivered Meals and In-Home Clients in August. Both July 4th parades were a success.

**BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
AUGUST 21, 2019
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 August 21, 2019 Agenda
Approval of Minutes from the previous meeting – July 21, 2019
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 July 2019

Information Items

- A. Directors Report – July 2019/August 2019
- B. Program/Services Report – July 2019
- C. Senior Center Update – July 2019/August 2019
- D. Board of Commissioners Update

Action Items

- 1. MERS Withdraw Agreement
- 2. Inclement Weather/Emergency Closing Procedure

New Business

- 1. Board Member Resignation
- 2. 2020 Budget Discussion

Old Business

- 1. Fund Develop Committee Update
- 2. Building Discussion

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

September 18, 2019 @ 4:30 pm
The Gathering Place Senior Center
Honor, MI 49640

RECEIVED

AUG 22 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

- B. **Program/Services Report-June 2019:** Home Delivered Meals-4632 meals provided to 137 clients in June 2019, an increase of 1% compared to FY'2018; and a 17.4% increase compared to FY'2017. Congregate Meals-1,682 meals in June 2019, a 14% reduction compared to FY'2018. Homemaker Program-404 service units provided to 111 clients in June 2019. YTD number of clients up 12.2% compared to 2018, and 14% compared to 2017. Lawn Chore-133 mows were provided in June 2019. This is up by 38.6% compared to June 2018. Guardian Medical Monitoring-31 clients receive this service at no cost. Ten clients are on the waiting list. Benzie Bus Punch Cards-113 passes were issued in June 2019, YTD up 2% compared to 2018. Information & Assistance-Agency handled 811 calls in June 2019, YTD number of phone calls received is even to 2018. MMAPS-Four people were helped. Hearing Clinic-none in June 2019. Estate Planning-Four people were provided estate-planning counseling at no cost, June 2019. Senior Companion Program-Five clients are benefiting. Foot Care-41 people were provided foot care. Benzie Senior Dental Program-Six clients received financial assistance. Emergency Senior Essential Needs Fund-No clients received financial assistance in June 2019. The Gathering Place Senior Center offered 21 core activities and one special event that 632 cumulative number of people participated in. The top attended activities for June 2019 were: Music Programs, Exercise Groups, Card Games/Board Games/Crafts; Health, Wellness and Educational; and Day Trips. YTD this is a decrease of 11% compared to FY 2018; and a decrease of 4% compared to FY 2017. In-Home Services for June 2019-Up 12% compared to June 2018. With the largest increase occurring in Medical Waiver Clients up 19%. Total number of in-home care service visits increased 6.6% compared to June 2018.
- C. **Senior Center Update-June 2019/July 2019:** Received by the board. Very busy!
- D. **Board of Commissioners Update-**Commissioner Taylor reports that the Commissioners are in budget talks and everyone will have to cut. She attended the Betsie Valley Community Center meeting and they are getting a van for a mobile Dentist and Podiatrist. Doug might want to contact them about this. They are also looking into a daycare center building. The village of Honor will be paving streets. There was a Land Bank meeting but no updates on the workforce housing on the Honor lot. She attended the HARP Eat-meet-greet at the new park site and it was very well attended.

Action Items:

MERS WITHDRAW AGREEMENT: Bev said that they reviewed the latest agreement in the Finance Committee meeting and have one paragraph that still is not acceptable plus we have not received any of the Exhibits. She will contact Chris Cooke. An explanation of the history of MERS is to BSR was made for Leo to get up to speed on this.

New Business:

- A. **WAT Sponsor List Follow-up:** Doug will update again and send this out. If you can contact someone you know as a follow up to the letter sent out, let Doug know.

- B. **WAT Sign Up Sheet:** Please let Doug know if you will be able to work on August 3 and where you would like to help.

Old Business:

Fund Development Committee Update: Dawn is working on a tri-fold to be used in the September appeal letter. This will be going out the second week of September. Doug shared that we have received a stock donation of approx. \$18,000. The Finance Committee made the decision to take half and use it for a match on the September appeal. We are sure the donor would like this to be used in this manner. The balance will be held and invested to be used next year or if any emergency comes to the agency.

Public Comment: None

Board Round Table Discussion/Evaluation of Meeting: Everyone feels that BSR is moving in the right direction and looking forward to the future.

There being no further business to discuss, meeting adjourned at 5:35 p.m.

Respectfully submitted,

Beverly Holbrook,

Acting

Board of Directors Secretary

Benzie Senior Resources

NEXT MEETING

August 21, 2019 @ 4:30 PM

The Gathering Place Senior Center

Honor MI 49640

Benzie Senior Resources

Executive Directors Report July 2019 – August 2019

- I worked with Area Agency on Aging of NM to receive an additional \$5,000 related to the Respite Grant. This will help an additional 3 clients and their families for July, August & September.
- Recently hired a new Homemaker Contractor, Kitchen Assistant and Home Healthcare CENA.
- Busy working on the follow-up details from the Walk-a-Thon. Wrap up/debriefing meeting with the Walk-a-Thon Committee will take place on August 26, 2019.
- Working with Direct Care Professional Trainings regarding new training topics for all staff and Management Team.
- September is National Senior Centers Month and we are busy working on special projects including an evening meal scheduled for September 25th.
- We will be participating in the National Coho Salmon Festival Parade on Saturday, 9/7 at 10:00 am. We also will have the crowning of the Senior King and Queen and they will ride in the parade.
- On August 26th Area Agency on Aging will be out to conduct their financial review of our contracts with them, specifically the nutrition programs and a review of the upcoming 2020-2022 3-year grant for the nutrition programs.

Volunteer Programs

No new volunteers came on board over the last month. Overall, we are stable and meeting the Home Delivered Meals routes.

Legislative Update

Federal Funding

With the signing of the Bipartisan Budget Act – this budget bill would raise the spending caps for two years, which would effectively end the threat of sequestration – the across-the-board spending cuts to non-defense discretionary programs that have remained a concern for all Older Americans Act services, including nutrition programs, for the past ten years.

The US Senate is expected to start debating its spending bills as soon as it returns from recess in September. It is hoped that the Senate will follow the lead of the US House of Representatives and vote in favor and adopt the \$1 billion in funding for the Older Americans Act Nutrition Program before the start of the new fiscal year on October 1, 2019.

State Funding

Continuing to work and advocate with the Silver Key Coalition to advocate for a \$6 Million increase in the Older Michigians Act Programs and this would include nutrition and waiver in-home care programs.

Program Report for July 2019

Nutritional Programs

Home Delivered Meals

Home Delivered Meals – 4,662 meals were provided to 152 clients in July 2019. **For year to date, we are down 0.2% as compared to the same period in FY'2018 and an 16% increase as compared to the same period in FY'2017.**

Congregate Meals

The Gathering Place served 1,885 meals in July 2019. **For year to date this is an 14% reduction in number of meals served as compared to the same period in FY'2018.**

Through 10 months (October 2018-July 2019) we are down 3,016 meals as compared to the same period last year.

Other Programs/Services

Dining Out Program – 215 customers purchased 5589 vouchers in July 2019. **For Fiscal Year 2019, the number of clients will remain consistent, but the number of vouchers bought will be 25% less due to the reduction in the amount available. The reduction was done to place additional funds in the Home Delivered Meals Program to meet the additional client needs.**

Homemaker Program – 418 service units were provided to 120 clients in July 2019. **Compared to July 2018, service units are down less than .5% and up 10% as compared to July 2017.**

Lawn Chore – 201 mows were provided in July 2019. Compared to July 2018, the number of mows is up 10.3%.

Guardian Medical Monitoring – 30 clients receive this service at no cost to them. Eleven clients are currently on the waiting list.

Senior Project Fresh – We have distributed 194 \$20 Coupon Booklets through July 31st. A total of 240 booklets are available this year.

Benzie Bus Punch Cards – 151 bus passes were issued to customers in July 2019. This represents 1,812 rides for the month. **Year to date the program is up 2.2% as compared 2018 and up 20.2% as compared to 2017.**

Information & Assistance - The agency handled 1,003 calls in July 2019 regarding Information and Assistance for services and questions related to older adults. **Year to date the number of phone calls received is up 1.3% as compared to 2018 and a 3.4% increase as compared to the same period in FY'2017.**

MMAPS – Six individuals were helped with their Medicare/Medicaid needs in July 2019.

Hearing Clinic – There was no scheduled hearing clinic in July 2019.

Estate Planning – Five individuals were provided estate-planning counseling in July 2019 at no cost to the clients.

Senior Companion Program – Five clients are benefiting from this program and decreasing their isolation by getting out for appointments, shopping, socialization and providing a break for the family caregiver.

Foot Care – Forty-one individuals were provided foot care at the clinics and ten clients were seen in their homes in July 2019.

Benzie Senior Dental Program – Six visits were paid for dental care in July 2019.

Emergency Senior Essential Needs Fund – Two clients received financial assistance for new dentures that 3 other non-profits assisted, and another client received financial assistance to repair her electric Amigo in July 2019.

The Gathering Place Senior Center – In July 2019, The Gathering Place Senior Center offered twenty core activities and one special event that 711-cumulative number of individuals participated in. The top attended activities for July 2019 were: Music Programs; Card Games/Board Games/Crafts; Health, Wellness and Educational; Exercise Groups; and Day Trips. **Year to date, this is a decrease of 11.7% as compared to the FY 2018 and a decrease of 3% as compared to FY 2017.**

In-Home Services for July 2019 – Number of in-home care service clients is up 15% as compared to the same period in 2018. Total number of in-home care service hours is up 8.8% as compared to the same period in 2018.

Number of Home Health Care Clients

Month	Medicaid Waiver and Care Management	Sliding Scale Fee	Private Pay & Long-Term Care Insurance	Total Clients
October 2018	22	50	2	74
November 2018	25	52	2	79
December 2018	25	55	0	80
January 2019	26	51	9	86
February 2019	28	48	8	84
March 2019	26	53	7	86
May 2019	24	49	3	76
May 2019	26	52	4	82
June 2019	25	50	8	83
July 2019	22	50	4	76
August 2019				
September 2019				

Client Total Hours

Month	Medicaid Waiver and Care Management	Sliding Scale Fee	Private Pay & Long-Term Care Insurance	Assessments	Total Hours
October 2018	597.5	613	171.25	57.75	1439.5
November 2018	635.50	650.75	0	58	1344.25
December 2018	632	649	0	18	1299
January 2019	709.25	147.5	162.25	16	1035
February 2019	650	473	153.25	14	1290.25
March 2019	695.75	516.25	115.5	46	1373.5
May 2019	700	573.25	127.5	41	1441.75
May 2019	799	554.25	33.5	38	1424.75
June 2019	881.75	457.25	53.25	12	1404.25
July 2019	576.75	456.25	82.25	55	1170.25
August 2019					
September 2019					

Client Total Visits

	RN Assess	RN Med Management	Personal Care	Respite	Homemaking	Foot Care-in home	Totals
October 2018	58	37	661	100	24	63	943
November 2018	58	43	543	89	37	7101	777
December 2018	18	27	658	15	2	6	726
January 2019	16	36	470	23	10	6	561
February 2019	14	38	592	38	10	11	703
March 2019	46	41	594	61	1	3	746
May 2019	41	46	623	55	10	10	785
May 2019	38	57	638	60	22	5	820
June 2019	12	50	550	61	3	5	681
July 2019	55	54	519	54	9	10	701
August 2019							0
September 2019							0

Respectfully submitted,

Douglas Durand

BENZIE SENIOR RESOURCES
Statement of Financial Position
As of July 31, 2019

	<u>Jul 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
001 · CENTRAL STATE BANK CHECKING	370,215.66
003 · CENTRAL STATE BANK HRA	5.00
009 · CENTRAL STATE BANK MM CHECKING	159,686.93
Total Checking/Savings	529,907.59
Accounts Receivable	
1200 · Accounts Receivable	23,369.10
Total Accounts Receivable	23,369.10
Other Current Assets	
109 · INVENTORY	9,008.23
Total Other Current Assets	9,008.23
Total Current Assets	562,284.92
Fixed Assets	
150 · BUILDING	480,375.70
151 · VEHICLES	148,712.00
152 · EQUIPMENT	100,289.95
157 · LAND IMPROVEMENTS	1,800.00
160 · ACCUMULATED DEPRECIATION	(333,840.52)
Total Fixed Assets	397,337.13
TOTAL ASSETS	<u><u>959,622.05</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	26,766.29
Total Accounts Payable	26,766.29
Other Current Liabilities	
2100 · Payroll Liabilities	2,790.67
224 · DUE TO CHARITY-EMPLOYEE FUNDED	105.82
238 · AFLAC PAYABLE	154.26
Total Other Current Liabilities	3,050.75
Total Current Liabilities	29,817.04
Long Term Liabilities	
Lease Payable	4,624.31
250 · MORTGAGE PAYABLE	128,162.55
260 · NET PENSION LIABILITY	552,311.00
Total Long Term Liabilities	685,097.86
Total Liabilities	714,914.90
Equity	
3000 · Opening Bal Equity	160,329.63
3900 · Retained Earnings	(16,384.51)
Net Income	100,762.03
Total Equity	244,707.15
TOTAL LIABILITIES & EQUITY	<u><u>959,622.05</u></u>

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
July 2019

	<u>July 2019</u>	<u>Budget</u>	<u>\$ Change</u>
ORDINARY INCOME/EXPENSE			
INCOME			
519.03 · TITLE III C2 INCOME	10,471.87	8,142.00	2,329.87
519.04 · FEDERAL USDA	0.00	0.00	0.00
519.05 MIPPA (MMAP)	0.00	100.00	(100.00)
540 · GRANTS	0.00	2,100.00	(2,100.00)
561 - HDM WAIVER	981.50	950.00	31.50
642 · CHARGES FOR SERVICES/CONT	2,505.00	2,171.00	334.00
642.01 · FEE FOR SERVICE/CHORE	1,764.00	1,800.00	(36.00)
642.02 · FEE FOR SERVICE/HOMEMAKER	3,425.00	2,400.00	1,025.00
642.03 - FEE FOR SERV/SNOW REMOVAL	(105.00)	0.00	(105.00)
642.1 - FEE FOR SLIDING SCALE CLIENTS	5,499.50	5,000.00	499.50
642.05 - FEE FOR PRIVATE PAY & INS	677.50	1,420.00	(742.50)
670 - CLIENT INCOME	14,124.10	10,500.00	3,624.10
673 · NEWSLETTER SUB	10.00	60.00	(50.00)
675 · DONATIONS	18,765.74	9,085.00	9,680.74
676 · MILLAGE	88,723.00	88,723.00	0.00
680 · VOLUNTEER WAGES (IN-KIND).	5,900.00	6,550.00	(650.00)
677 - FUNDRAISING	14,798.11	3,000.00	11,798.11
681 - IN-KIND (non-volunteer)	361.88	525.00	(163.12)
690 - TRIP INCOME	2,005.00	0.00	2,005.00
691 - MISC INCOME	35.00	0.00	35.00
TOTAL INCOME	<u>169,942.20</u>	<u>142,526.00</u>	<u>27,416.20</u>
 GROSS PROFIT	 169,942.20	 142,526.00	 27,416.20
 EXPENSE			
700 - ACCOUNTING FEES	0.00	0.00	0.00
705 · SALARY AND WAGES	62,992.79	63,423.00	(430.21)
708 · PAYROLL TAX EXPENSE	5,169.10	6,140.00	(970.90)
709 · EDUCATION/TRAINING	161.02	55.00	106.02
710 · EVENTS	127.47	178.00	(50.53)
715 · CLOTHING ALLOWANCE	0.00	0.00	0.00
717 · DUES/SUBSCRIPTIONS	75.00	30.00	45.00
720 - BAD DEBT	0.00	0.00	0.00
721 · COMPUTER EXPENSES	3,125.65	2,080.00	1,045.65
725 · FRINGE BENEFITS	12,786.13	9,296.00	3,490.13
726 - FUNDRAISING/MARKETING EXP	458.10	1,100.00	(641.90)
727 · SUPPLIES	3,181.80	2,334.00	847.80
727.2 · OFFICE EXP	641.27	916.00	(274.73)
727.3 - POSTAGE	64.45	630.00	(565.55)
727.4 - ADVERTISING	330.00	540.00	(210.00)
740 · FOOD	13,212.47	15,000.00	(1,787.53)
819 · CONTRACTUAL	21,912.50	26,046.00	(4,133.50)
820 · VOLUNTEER WAGES (IN-KIND)	5,900.00	6,550.00	(650.00)
825 · VOLUNTEER EXPENSES	703.00	440.00	263.00
850 · TELEPHONE	410.12	510.00	(99.88)
861 · TRAVEL/MILEAGE/GAS	2,813.55	2,375.00	438.55
900 · INTEREST EXPENSE	418.53	415.00	3.53
910 · INSURANCE	4,814.00	2,800.00	2,014.00

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
July 2019

	<u>July 2019</u>	<u>Budget</u>	<u>\$ Change</u>
915 · PROJECTS	1,265.00	1,000.00	265.00
920 · UTILITIES	2,981.25	3,250.00	(268.75)
940 · DEPRECIATION EXPENSE	3,556.20	2,700.00	856.20
980 · EQUIPMENT/REPAIRS	1,712.26	1,580.00	132.26
980.1 - OUTDOOR MAINTENANCE	352.17	145.00	207.17
981 · HDM VEHICLE MAINT/GAS	1,393.42	1,375.00	18.42
980.2 - INDOOR MAINTENANCE	84.74	180.00	(95.26)
991 - TRIP EXPENSE	0.00	0.00	0.00
CAPITAL IMPROVEMENT EXPENSE	0.00	0.00	0.00
			0.00
TOTAL EXPENSE	<u>150,641.99</u>	<u>151,088.00</u>	<u>(446.01)</u>
NET ORDINARY INCOME	19,300.21	(8,562.00)	27,862.21
OTHER INCOME/EXPENSES			
OTHER INCOME			
990 · INTEREST/DIVIDEND INCOME	24.35	15.00	9.35
999 - OTHER INCOME	0.00	0.00	0.00
TOTAL OTHER INCOME	<u>24.35</u>	<u>15.00</u>	<u>9.35</u>
OTHER EXPENSE			
999.1 · OTHER EXPENSE	223.81	80.00	143.81
99999 - LEGAL EXPENSE	1,800.00	250.00	1,550.00
TOTAL OTHER EXPENSE	<u>2,023.81</u>	<u>330.00</u>	<u>1,693.81</u>
NET OTHER INCOME	<u>(1,999.46)</u>	<u>(315.00)</u>	<u>(1,684.46)</u>
NET INCOME	<u><u>17,300.75</u></u>	<u><u>(8,877.00)</u></u>	<u><u>26,177.75</u></u>

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
July 2019

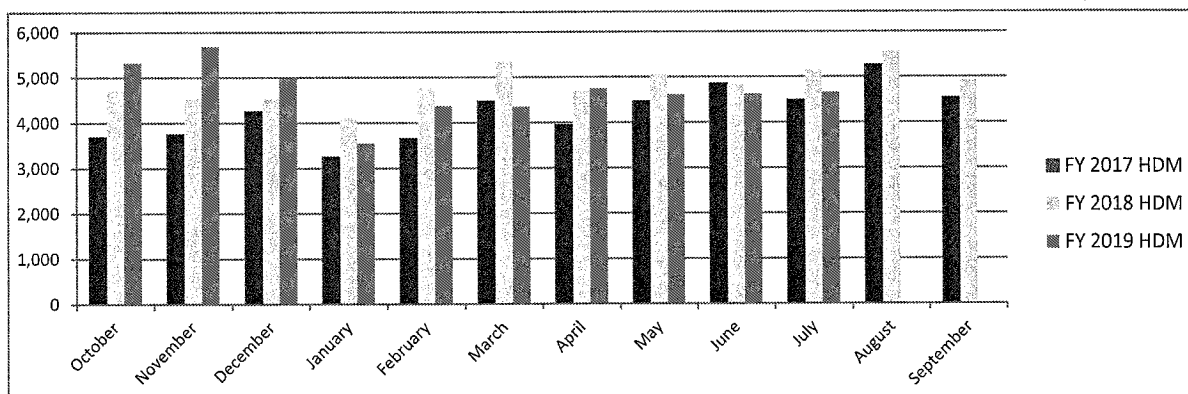
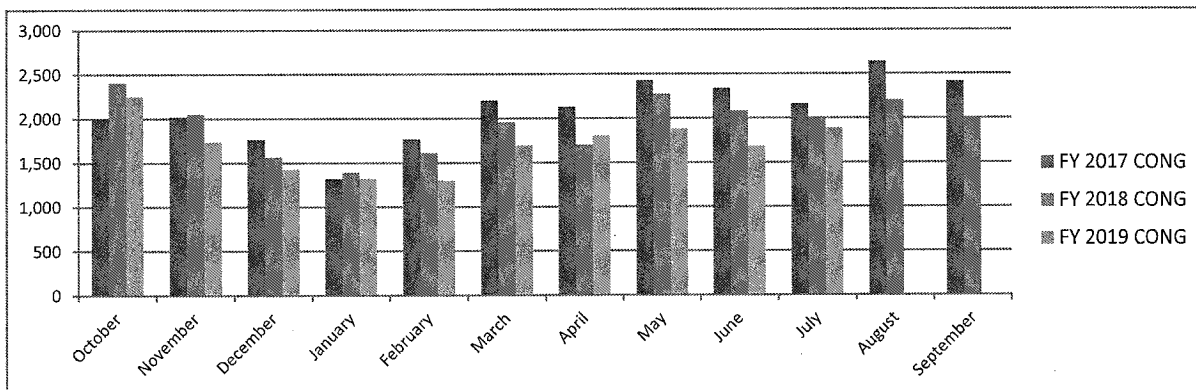
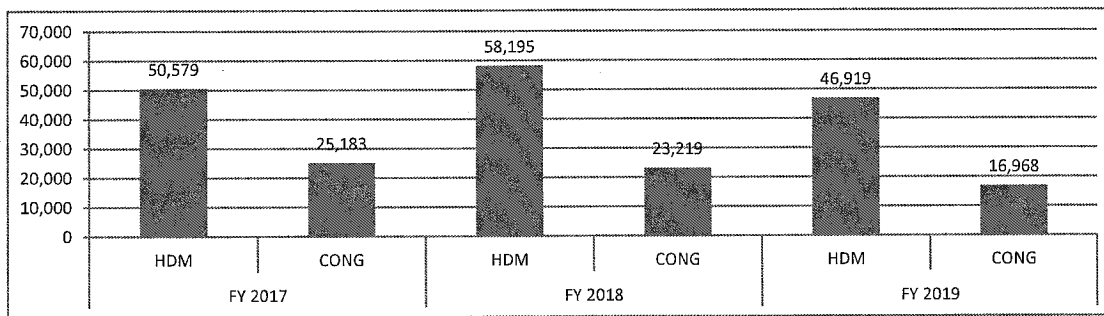
	<u>Oct-July 19</u>	<u>Budget</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
519.03 · TITLE III C2 INCOME	83,853.27	81,414.00	2,439.27
519.04 · FEDERAL USDA	56,514.02	56,500.00	14.02
519.05 MIPPA (MMAP)	3,550.00	2,450.00	1,100.00
540 · GRANTS	52,800.00	86,500.00	(33,700.00)
561 - HDM Waiver	6,816.00	9,500.00	(2,684.00)
642 · CHARGES FOR SERVICES/CONT	19,928.27	21,704.00	(1,775.73)
642.01 · FEE FOR SERVICE/CHORE	10,509.00	12,200.00	(1,691.00)
642.02 · FEE FOR SERVICE/HOMEMAKER	23,946.00	25,300.00	(1,354.00)
642.03 - FEE FOR SERVICE/SNOW REMOV/	15,503.00	24,000.00	(8,497.00)
642.1 - FEE FOR SLIDING SCALE CLIENTS	52,879.25	50,000.00	2,879.25
642.05 - FEE FOR PRIVATE PAY & INS	16,218.50	14,120.00	2,098.50
670 - Client Income	104,678.95	105,000.00	(321.05)
673 · NEWSLETTER SUB	270.00	600.00	(330.00)
675 · DONATIONS	102,814.31	90,820.00	11,994.31
676 · MILLAGE	887,230.00	887,230.00	0.00
680 · VOLUNTEER WAGES (IN-KIND).	56,868.50	64,000.00	(7,131.50)
677 - Fundraising	69,627.04	58,500.00	11,127.04
681 - In-Kind (non-volunteer)	6,619.84	5,250.00	1,369.84
690 - Trip Income	33,443.00	22,800.00	10,643.00
691 - MISC INCOME	2,965.00	1,500.00	1,465.00
Total Income	<u>1,607,033.95</u>	<u>1,619,388.00</u>	<u>(12,354.05)</u>
 Gross Profit	 1,607,033.95	 1,619,388.00	 (12,354.05)
 Expense			
700 - ACCOUNTING FEES	7,125.00	7,300.00	(175.00)
705 · SALARY AND WAGES	658,552.31	665,942.00	(7,389.69)
708 · PAYROLL TAX EXPENSE	62,076.80	64,475.00	(2,398.20)
709 · EDUCATION/TRAINING	2,483.50	4,890.00	(2,406.50)
710 · EVENTS	4,939.25	3,044.00	1,895.25
715 · CLOTHING ALLOWANCE	1,887.50	1,000.00	887.50
717 · DUES/SUBSCRIPTIONS	2,859.26	3,050.00	(190.74)
720 - BAD DEBT	16.00	0.00	16.00
721 · COMPUTER EXPENSES	19,617.22	20,790.00	(1,172.78)
725 · FRINGE BENEFITS	90,005.50	97,608.00	(7,602.50)
726 - FUNDRAISING/MARKETING EXP	3,660.99	5,110.00	(1,449.01)
727 · SUPPLIES	23,828.24	23,334.00	494.24
727.2 · OFFICE EXP	10,499.29	9,168.00	1,331.29
727.3 - POSTAGE	3,444.17	2,925.00	519.17
727.4 - ADVERTISING	3,839.93	5,400.00	(1,560.07)
740 · FOOD	144,605.82	139,300.00	5,305.82
819 · CONTRACTUAL	191,467.30	243,460.00	(51,992.70)
820 · VOLUNTEER WAGES (IN-KIND)	56,868.50	64,000.00	(7,131.50)
825 · VOLUNTEER EXPENSES	12,923.12	11,040.00	1,883.12
850 · TELEPHONE	3,535.91	3,760.00	(224.09)
861 · TRAVEL/MILEAGE/GAS	32,327.36	23,275.00	9,052.36
900 · INTEREST EXPENSE	4,276.64	4,180.00	96.64
910 · INSURANCE	36,429.00	28,000.00	8,429.00

BENZIE SENIOR RESOURCES
Statement of Financial Income & Expense
July 2019

	<u>Oct-July 19</u>	<u>Budget</u>	<u>\$ Change</u>
915 · PROJECTS	7,643.02	12,200.00	(4,556.98)
920 · UTILITIES	22,370.11	23,000.00	(629.89)
940 · DEPRECIATION EXPENSE	30,432.08	27,000.00	3,432.08
980 · EQUIPMENT/REPAIRS	17,501.88	15,830.00	1,671.88
980.1 - OUTDOOR MAINTENANCE	8,619.59	5,950.00	2,669.59
981 · HDM VEHICLE MAINT/GAS	10,750.07	13,750.00	(2,999.93)
980.2 - INDOOR MAINTENANCE	1,403.92	1,830.00	(426.08)
CAPITAL EXPENSE	0.00	15,000.00	(15,000.00)
TRIP EXPENSE	24,272.00	21,800.00	2,472.00
Total Expense	<u>1,500,261.28</u>	<u>1,567,411.00</u>	<u>(67,149.72)</u>
 Net Ordinary Income	 106,772.67	 51,977.00	 54,795.67
 Other Income/Expense			
Other Income			
990 · INTEREST/DIVIDEND INCOME	180.50	135.00	45.50
995.1 REALIZED GAIN (LOSS)	0.00	0.00	0.00
999 - Other Income	6,813.69	0.00	6,813.69
Total Other Income	<u>6,994.19</u>	<u>135.00</u>	<u>6,859.19</u>
 Other Expense			
999.1 · Other Expense	8,205.31	830.00	7,375.31
99999 - LEGAL EXPENSE	4,799.52	2,500.00	2,299.52
Total Other Expense	<u>13,004.83</u>	<u>3,330.00</u>	<u>9,674.83</u>
 Net Other Income	 <u>(6,010.64)</u>	 <u>(3,195.00)</u>	 <u>(2,815.64)</u>
 Net Income	 <u><u>100,762.03</u></u>	 <u><u>48,782.00</u></u>	 <u><u>51,980.03</u></u>

Benzie Senior Resources
HDM/Cong comparison
Units Served 2017-2018-2019

	FY 2017		FY 2018		FY 2019	
	HDM	CONG	HDM	CONG	HDM	CONG
October	3,684	2,000	4,714	2,405	5,320	2,252
November	3,744	2,018	4,531	2,049	5,690	1,736
December	4,252	1,764	4,527	1,566	4,985	1,424
January	3,248	1,318	4,096	1,388	3,555	1,318
February	3,653	1,769	4,771	1,610	4,369	1,296
March	4,470	2,203	5,351	1,955	4,359	1,694
April	3,941	2,129	4,690	1,698	4,748	1,802
May	4,463	2,430	5,046	2,271	4,609	1,879
June	4,853	2,337	4,832	2,084	4,622	1,682
July	4,481	2,162	5,151	1,995	4,662	1,885
August	5,262	2,641	5,564	2,205		
September	4,528	2,412	4,922	1,993		
total meals	50,579	25,183	58,195	23,219	46,919	16,968



Senior Center Coordinator's Report August 6, 2019

Regular Happenings:

Tuesday Music and Dancing	Ol' Time Gathering	Blood Pressure Clinics
Chair Yoga	Thompsonville Meal	Bingo
Stretching with Doris	Wii Bowling	Zumba
Essential Estate Planning	Plarn	Crafts with Susan
Little River Casino	Birthday Celebrations	Cards
Tech Support	Bunco	Blood Sugar checks
Movie Mondays	State Theater Trips	Yoga and More

News & Events

Susan and I attended Senior Appreciation Day in Cadillac on August 1st presented by the Senior Networking Advocacy Group (started by Doug!). One brave senior came with us. It was an all-day event which included a plated lunch, coffee & rolls in a.m., a fashion show put on by seniors wearing clothes from a resale shop and door prizes (we all won something!). We attended classes on baking; Veteran's benefits; organizing clutter; Drum's Alive (new exercise program). There were many options from Smart phones to Grief support. The day was free for all thanks to local sponsors. There were about 325 people in attendance. This was the 5th year this group has put this on and they were very receptive to my asking questions on the how's and what's.

Nominations are currently being accepted for our 2019 Coho Festival King and Queen. Please stop by our front desk for nomination forms.

The Tranquility Garden looks amazing! Please, take a peek. This is only phase one, we are planning memorial benches, more plants, a gazebo and some new patio tables. Susan worked incredibly hard on this labor of love and it has garnered renewed interest in the patio. We are planning on having an event to celebrate this in September.

Monday, August 5th was Movie Monday. Once a month we play a movie in-house at The Gathering Place with free popcorn and drinks! This month we watched *The Way*, starring Martin Sheen.

Yoga and More with Lauralee is back on Mondays at 10:00 a.m. Yoga & More classes are geared for all levels beginner to advanced. Classes combine Hatha and Flow styles of yoga along with health and wellness suggestions. Please join us and bring a yoga mat, towels or blocks. Lauralee Petritz leads this class and is an avid Bikram yoga practitioner and massage therapist.

Monday, August 12th at 1:00 p.m. Lunch and Learn—*Why Safe Food?* Class is only 45 minutes long and participants will be entered to win a \$25 gift-card! Did you know that senior citizens are at a higher risk of developing a foodborne illness? Learn how to reduce these risks and help prevent the conditions that may lead to a foodborne illness. Class taught by Kara Lynch, Registered Dietician and Food Safety Educator.

Monday, August 26th a Christmas in July (August) craft with Susan. 1:00 p.m. No charge! Just come for fun!

Wednesday, August 28th is our monthly **State Theater Trip**. Join Susan and head to TC for the 25¢ Matinee. We'll be watching *Close Encounters of the Third Kind*. The van leaves at 9:30 a.m. and returns about 2:00 p.m. Lunch is at the Grand Traverse Pie Company afterward. You are responsible for your lunch and movie costs. Trip fee \$5.



Benzie County Office of Emergency Management

Emergency Management Activities

August 2019

RECEIVED

AUG 20 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Below are outlined many of the activities I have been involved in for the month of August 2019.

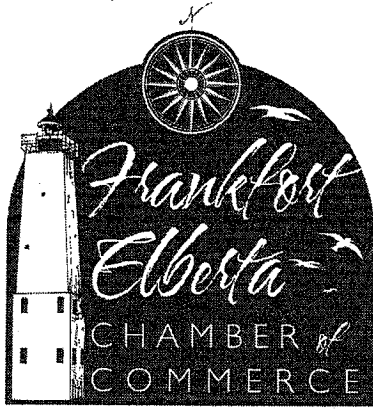
- 1. Region 7 Homeland Security Planning Board Meeting**
On Thursday August 1, 2019 Frank Post attended the Region 7 Homeland Security Planning Board Meeting in Grayling, MI. I will take over monthly attendance starting on September 5th.
- 2. Frankfort Independence Day After Action Review**
Wednesday, August 7, 2019 we held an after-action review of the Frankfort Independence Day events. After action reviews are typical after a large event to get multi party input and learn what went right and what needs improvement for future events. Overall the removal of the mass of visitors after the fireworks event was successful. Frankfort being "clear" of spectator traffic in less than an hour because of a coordinated traffic plan. We learned, that plan was highly effective for Frankfort but caused issues along the US31 corridor as traffic merged with Beulah Fireworks spectators also releasing (Beulah Fireworks did not have an event plan). We expect there will be traffic/construction/event timing issues to plan for and overcome in 2020. Benzie & Manistee CERT were a large part of traffic control and public welfare for the event. Benzie County Dispatch staff on that night was phenomenal with additional structure fire, medical, and accident reports throughout the County. In a four-hour period during fireworks events they had 40 - 911 calls and over 300 radio transmissions.
- 3. School Security Workgroup Meeting – August 19, 2019**
The monthly School Security Workgroup Meeting met on Monday, August 19. I expect good communication, cooperation and planning in the County with the hiring of the two School Resources Officers. It should not be looked at as a Law Enforcement presence but more as a public safety enhancement and our children are of the greatest importance. The work group will continue meeting every other month with the next meeting the October 21, 2019.
- 4. Local Emergency Planning Committee Meeting - August 19, 2019 ~~cancelled~~**
I cancelled the August LEPC meeting. The group is waiting on site plans for emergency response from Graceland Fruit (Main St and Forrester Road) in order to finish updating the last two of six Emergency Hazardous Material Offsite Response Plans. Graceland Fruit advises that personnel changes have delayed their completion of the plans, but they are in progress.
- 5. FEMA – Community Officials and Public Open House.**
Wednesday, August 14, 2019 we hosted FEMA as they gave a presentation to Community Officials regarding Costal Flood Analysis of Benzie County. The meeting was followed by an open house where FEMA shared the same information to the public. They offered one on one review of updated flood insurance rate maps and the current Flood Insurance Safety Report. The attendance was not substantial. I personally forwarded information to property owners who called the office and requested information because they could not attend. Most information, including maps can be found browsing the website www.fema.gov/preliminaryfloodhazarddata
- 6. September is National Emergency Preparedness Month**
The Office of Emergency Management will be a little more active on social media with public tips and awareness as part of National Emergency Awareness Month. We will continue to push the Code Red Emergency and Advisory Notification Program. Statistics from a 7/21/19 message sent out by Ron Berns, County wide, regarding phone outages in dispatch. Indicated the message reached 419 people by text and 178 people by email (cannot determine duplicates to an individual)

7. Ironman 70.3 – Traverse City

The Ironman bike course will impact traffic routes in Benzie County's northern tier Townships. Speed restriction will be in effect @ 35MPH along the route. Lane closures and one-way traffic will be in effect for all the route and cross traffic road closures may delay travel. MSP will be covering approximately 12 of the traffic points and the Benzie Sheriff's Office will be stationed at M22 and Fowler Road. Benzie EMS will have a dedicated unit at Ole White and Barber at the Ironman Aid Station #1.

8. Upcoming Events

August 21st – EOC Interface Workshop ICS training (Manistee EOC)
August 22nd – Local Planning Team Meeting 7:00pm in the EOC **cancelled**
August 22nd – Manistee Hospital functional exercise 5:30-7:30pm @ Manistee
August 24th – Big Bear Butt Cruise – bike event from Kaleva through parts of Benzie County
August 24th – CERT assist @ Music in the Park Almira Twp
August 23rd – final Ironman preparation meeting @ Traverse City
August 25th – Ironman 70.3 – bike course through northern tier Townships of Benzie County
August 31st – ARES/RACES Meeting Downtown Honor
September 2nd - Labor Day Holiday
September 5th – Region 7 Emergency Management Planning Meeting @ Grayling
September 7th – Benzie CERT assist @ national Coho Salmon Festival Parade in Honor 10:30 -12:30
September 7th – Mason County Mass Casualty Exercise
September 12th – Benzie County Central Dispatch Advisory Board meeting 3pm in the EOC
September 14th – Benzie CERT assist @ POMH Tri Up North – triathlon race Frankfort and Crystal Lake Twp.
September 28th – Reebok Run Ragnar Michigan Road Run through central Benzie County



frankfort-elberta.com

PO Box 566
517 Main Street
Frankfort, MI 49635
231-352-7251
Fax: 231-352-6750
fcofc@frankfort-elberta.com
www.frankfort-elberta.com

July 23, 2019

CERT
%Frank Post
448 Court Place
Beulah MI 49616

\$ 300.00
to CERT

Dear CERT participants:

Thank you very much for the work of CERT! At events like this, we need reliable volunteers to help with emergencies, crowd & traffic control. Your work is essential to making sure the 4th of July celebration is safe and fun for all. We appreciate your help!

We think everyone enjoys the fun activities & incredible fireworks that we are able to provide. Thank you for all you did to make this year a great success. We hope to see you again in 2020.

As always, we thank everyone who supports the events of the Frankfort-Elberta Chamber of Commerce.

Take care,

Joanne Bartley

Joanne Bartley
Frankfort-Elberta Area Chamber of Commerce

Thank you!

RECEIVED

AUG 20 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Enclosed is a donation to your team!



Memo To: Board of Commissioners
From: Jesse Zylstra, Solid Waste and Recycling Coordinator
Date: August 21st, 2019
Subject: Recycling Coordinator's Activities

- **Recent Recycling Numbers:**

June:

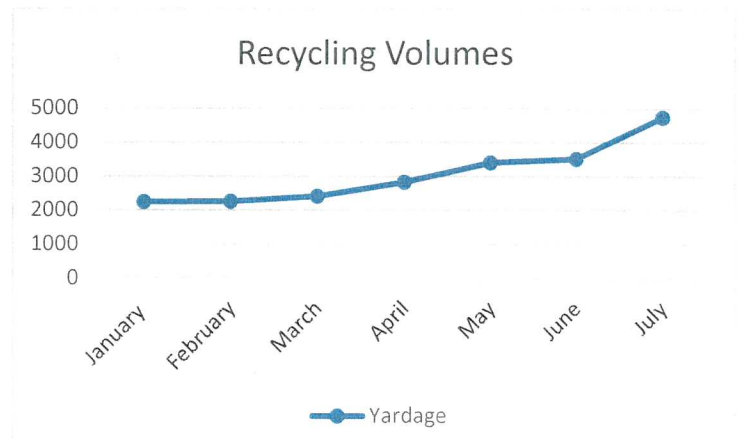
Tonnage: 111.90 tons

Yardage: 3,520 yards

July:

Tonnage: 131.72 tons

Yardage: 4740 yards



- **Special Collection Events 2019**

Frankfort – June 15th: HHW: 17,211 lbs
(239 Vehicles) Electronics: 14,980 lbs
Scrap Tires: 1,068 PTE (Passenger Tire Equivalent)
Mattresses: 4 Units

Thompsonville – July 13th: Scrap Tire ONLY: 1,549 PTE (Passenger Tire Equivalent)

Honor – August 17th: HHW/ Scrap Tires: Not yet reported
Electronics: 8,294 lbs
Mattresses: 11 Units

- **Ongoing Activities:**

Summer site attendants in place for all Recycling Site Locations
Cardboard Trailers - under school care, summer care groups arranged.
Illegal Dumpsite Clean-Up resumed for the season. – Two Completed.
Site Monitoring of the Fishing Line Recycling Locations.
HHW/Electronics/Scrap Tire Events – All Events Completed
County-wide Battery Bucket pickups and sorting.

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AUG 21 2019

Jesse Zylstra Solid Waste and Recycling Coordinator

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Animal Control Benzie County Monthly Report

	Previous Month	Current Month	Year To Date
IMPOUNDED ANIMAL	June	July	
Dogs	44	25	122
Cats	14	9	40
Livestock	0	0	5
Wildlife/Other	0	0	7
Total IMPOUNDS:	58	34	174
BITE REPORT	5	3	16
NOTICE TO COMPLY	3	5	16
CITATIONS ISSUED	10	6	26
DISPOSTIONS:			
Return to Owner	Dog-11/Cat-0	Dog-9/Cat-0	Dog-50/Cat-2
Surrender	Dog-31/Cat-13	Dog-7/Cat-1	Dog-56/Cat-31
Euthanized	Dog-0/Cat-0	Dog-2/Cat-0	Dog-5/Cat-1
Rescued	Dog-0/Cat-0	Dog-0/Cat-0	Dog-0/Cat-0
Adopted	Dog-7/Cat-13	Dog-19/Cat-9	Dog-37/Cat-47
Stray/Found	Dog-12/Cat-2	Dog-19/Cat-8	Dog-66/Cat-24
Deceased	Dog-4/Cat-0	Dog-0/Cat-1	Dog-4/Cat-1
Transfers	Dog-0/Cat-0	Dog-0/Cat-0	Dog-2/Cat-0
TOTAL DISPOSTIONS:	Dog-65/Cat-28	Dog-56/Cat-19	Dog-220/Cat-106
CALLS FOR SERVICE:			
Dog Running at Large	21	19	88
Livestock Running at Large	3	1	6
Welfare check	17	20	129
Aggressive animal	7	1	14
Animal bite	1	0	6
Wildlife	2	0	5
Agency Assist	3	1	11
Other/Follow up	20	2	66
AFTER HOURS CALLS	9	6	41
TOTAL CALLS FOR SERVICE:	83	50	366

Resent Shelter Improvement: Air Exchange System Install
Future Shelter Improvements: TBA

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AUG 22 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Commissioner Reports

Commissioner's Report to BOC
August 27, 2019

I have attended 2 meetings for the county since our regular BOC August 13, 2019 meeting.

1. August 13 - Crystal Lake Township Council meeting
 - a. August 6th election on Prohibiting Marihuana Retail Facilities – 145 to prohibit; 107 not to prohibit. Nearly half of the ballots were absentee. Question now whether the vote was legal. No offices were up for election, which may determine if it fit the definition of “regular election,” a condition said to be necessary to place a voter referendum on the ballot.
 - b. There was discussion about some of the accounting practices they are using. Their audit found... “inadequate transparency and separation of duties.” Being such a small unit of government it is difficult not to overlap duties. They are looking into getting some training and guidance.
 - c. They are donating \$100 to the BC Historical Society for their services rendered in preserving some very old documents, some on linen, that were found recently in the basement of the township hall. They have made and framed large copies of some of the oldest documents and they will be hung in the Township Hall.
 - d. They are having a problem with rainwater runoff from the Township Hall parking lot going into the road and are looking for solutions.
2. August 20 – City of Frankfort Council Meeting
 - a. Short Term Rental Ordinance Draft that was submitted to council is to be forwarded to legal counsel.
 - b. Coury Carland was re-elected Chair of Airport Authority; Susan Tonner has resigned and Mary Goethals was appointed in her place to finish the term ending July, 2020.
 - c. On the Planning Commission – Susan Kirkpatrick has resigned. Leslie Roach was appointed to finish the term ending April, 2020.
 - d. The City will hold a “Fish Boil” fundraiser/community event October 14-15 to raise money for the prospective Community Center.
 - e. Tiffany Wright, the SRO, will be having training, including on the boot security system before school starts.
 - f. City Council elections are this November – 4 people are running for 3 open seats: Dan Walenta (incumbent); Bob McNabb (incumbent); JoAnne Holwerda (former City Council member); MaryAnn Short. Mayor, Katie Condon is term limited and will not be running.

Linda Farrell



Benzie-Leelanau
DISTRICT HEALTH DEPARTMENT
CARING FOR OUR COMMUNITIES

ANNUAL REPORT

OCTOBER 1, 2017-
SEPTEMBER 30, 2018

Benzie-Leelanau
District Health
Department

Phone: 231-882-4409

Website: www.bldhd.org

Email: www.bldhd.org/contact

Message from the Health Officer

Greetings! We are proud to present the 2017-2018 Annual Report for the Benzie Leelanau District Health Department. In developing this year's report, we have gone "back to basics"! As you browse through the pages that follow you will notice a focus on Essential Public Health Services. This is the invisible force that is upholding and protecting the basic elements of life that many people take for granted. Because of Public Health, kids no longer die of polio and diphtheria thanks to effective vaccines, death related to lung cancer and heart disease is dramatically reduced, illness due to contaminated food and water has greatly declined, work-related deaths and occupational injuries have significantly decreased, and air quality in Michigan bars and restaurants has greatly improved. Another way we are demonstrating a "back to basics" approach is through the linkages throughout our programs where we focus on assuring that all individuals and families are able to meet their basic needs such as housing, transportation, and access to healthy food. We know that even the most advanced medical care can't help us achieve good health until these most basic needs can be met. We know that not everyone starts from the same place and it is in understanding these unique circumstances that we can create the healthiest community in which all can live, work, and play in good health.

We are grateful for the support and guidance of our Board of Health and for a staff of dedicated professionals who serve our families and communities each day. It is our hope that you will recognize their efforts in the pages and highlights that follow!

In good health!

Lisa Peacock, Health Officer

Joshua Meyerson, Medical Director

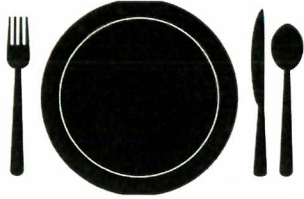
Administration Team

- Medical Director
Joshua Meyerson, MD, MPH
- Health Officer
Lisa Peacock, MSN, RN, WHNP-BC
- Director of Personal Health
Michelle Klein, RN, MA, PH-C
- Personal Health Supervisor
Debbie Aldridge, R.N.
- Director of Administrative Services
Dodie Putney, B.S.
- Environmental Health Director
Tom Fountain, R.S

Board of Health

- Chairperson
Melinda Lautner
- Vice Chairperson
Gary Sauer
- Members
Carolyn Rentenbach
Casey Noonan
Dr. George Ryckman
Roger Griner

Mandated Essential Public Health Services



Food Protection

2017-2018: 405 Restaurant Inspections, 65 Food License/Temporary License Issued, 6 Follow up Inspections to Foodborne Illness



Immunization

2017-2018: 1544 Immunizations Administered



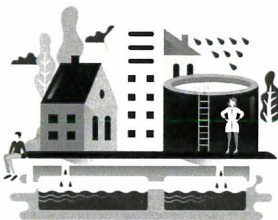
Private/Non-Community Water Supply

2017-2018: 349 Well Permits Issued, 1,168 Water Test Performed,



Hearing Screening

2017-2018:
1561 Children screened



On-Site Sewage Disposal

2017-2018: 438 Sewer Permits Issued,



Vision Screening

2017-2018:
2635 Children screened



STD Control & Prevention

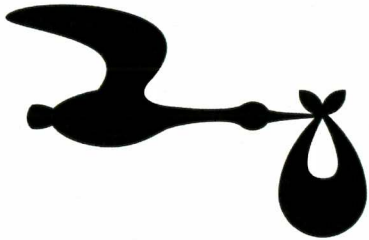
2017-2018:
113 Cases Reported



Infectious Disease Control

2017-2018: 198 Communicable diseases investigated

Personal Health Non-Mandated Programs and Services



Healthy Futures
2017-2018: 165 Families Enrolled.
108 Home Visits Done



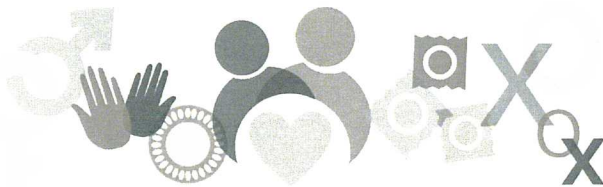
Women, Infants and Children (WIC)
Program
2017-2018: 1323 Women, Infants, and
Children Served, 147 Lead Test
Performed, and 134 Fluoride Applied



Maternal Infant Health Program
2017-2018: 213 Moms/Babies Enrolled and
Provided 1242 Visits



Community Connections
2017-2018: 1140 Referrals.
3082 Visits/Phone Calls



Reproductive Health
2017-2018: 89 Clients, 327 visits, and 8
BCCCP visits.



Worksite Wellness
2017-2018: 3 Worksites



Children's Special
Health Care Services
2017-2018: 149 Clients Served

Personal Health Highlight

The Community Connections Program is staffed by a team of nurses, social workers, and community health workers who assist clients in accessing resources that support health.

Examples includes connecting and assisting clients in obtaining:

- A Primary health care or Dental Home
- Behavioral health or other specialists providers
- Financial assistance for medical care or Outstanding medical bills
- Transportation
- Health Insurance or other DHS Applications
- Housing
- GED or College Programs
- Employment
- Access to Food, Household Items, Clothing, and other basic needs



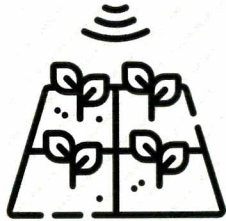
What our Community Connections clients said:

“My Community Connections worker helped me apply for health insurance and food assistance. I can finally go to the dentist.”

“The Community Connections nurse helped me find an apartment. And then she found donated furniture I could use.”

“I am now enrolled in college classes. I never thought I could do this until my Community Connections Social Worker helped me apply and find scholarships.”

Environmental Health Non-Mandated Programs and Services



116 Vacant Land Evaluations-
Perk Tests



23 Children's camp, Foster care, and
Daycare Facility Inspections



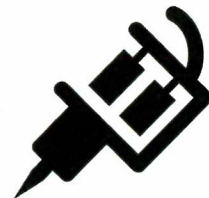
42 Swimming Pool and Spa Inspections,
Swimming Beach Monitoring – 11
beaches for 13 weeks (Late June through
Mid-September)



358 Well and Septic System Inspections



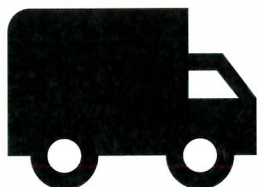
29- Campground Inspections



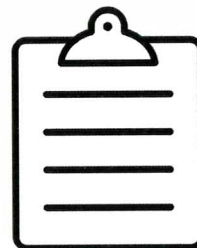
2- Tattoo Parlor Inspections



12 Suspected Rabies Animal Test
Submissions



19 Septage Hauling Vehicle
Inspections and 14 Septage Receiving
Facility Inspections

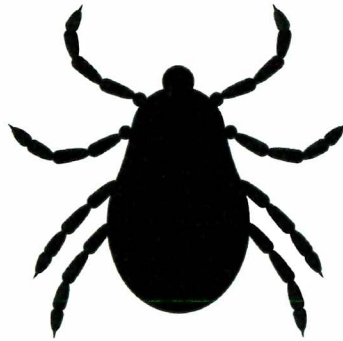


Emergency Preparedness

Environmental Health Highlight

The Environmental Health division of the Benzie Leelanau District Health Department provides many services to assure a safe environment for our community.

Food Service Inspections
Children's Camp, Foster Care, Daycare Facility Inspections
Swimming Pool/Spa Inspections
Campground Inspections
Swimming Beach Monitoring
Septage Hauling Vehicle Inspections
Septage Receiving Facility Inspections
Tattoo Parlor Inspections
Noncommunity Water Supply Inspections
Suspected Rabid Animal Test Submission
Emerging Disease Surveillance (Ticks, Mosquitoes, Etc.)

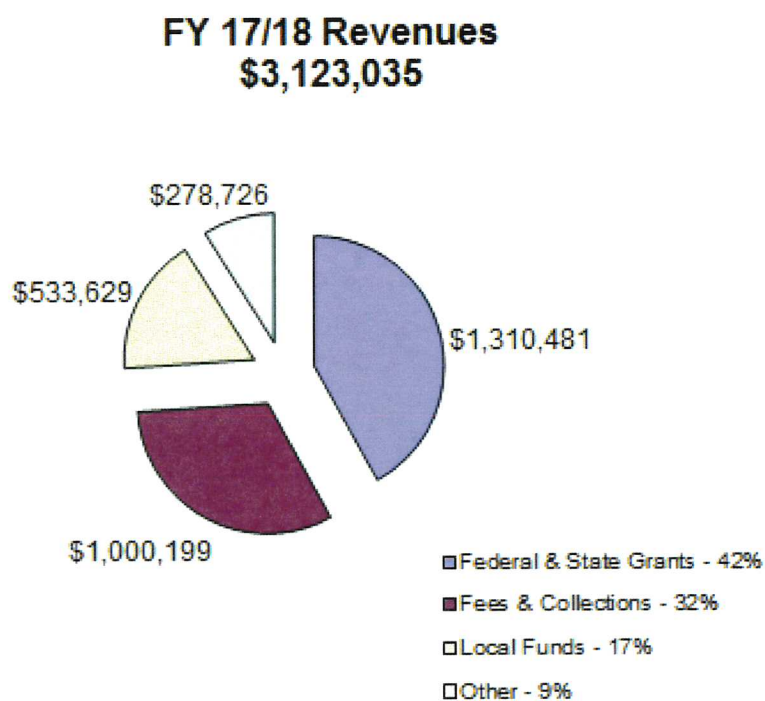
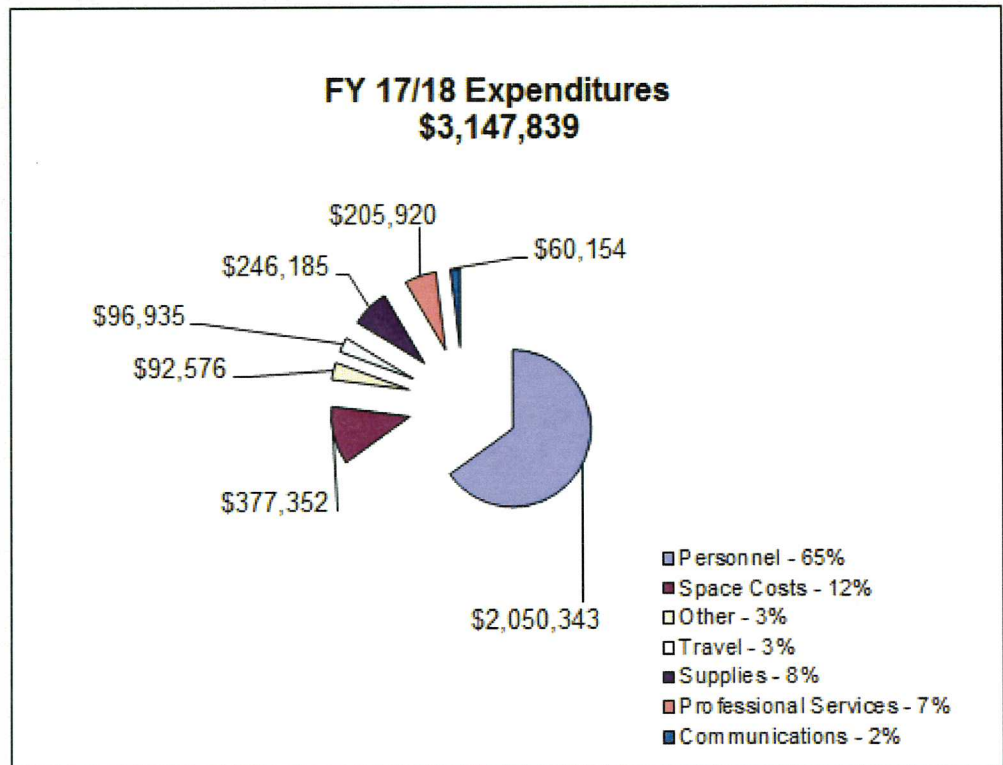


Environmental Health Stories:

"Our health department nurse contacted their Environmental Health staff when we had a terrible problem with our septic system in the middle of winter. We didn't know what to do and didn't have any money to pay for repairs. The Environmental Health Sanitarian figured out how to fix the problem and helped us get financial help to get it fixed as quickly as possible."

"The Benzie-Leelanau District Health Department staff helped food pantry staff learn about proper food storage and handling so we could be sure we were doing things correctly to protect our customers"

2017-2018 Financial Summary



County Administrator Report

Finance Report

BILLS TO BE APPROVED August 27, 2019

Motion to approve Vouchers in the amount of:

\$	42,619.63	General Fund (101)
\$	15,590.88	Jail Fund (213)
\$	17,057.21	Ambulance Fund & ALS (214)
\$	22,964.49	Funds 105-238
\$	133.94	ACO Fund (247)
\$	20,354.00	Building (249)
\$	2,866.75	Dispatch 911 Fund (261)
\$	74,717.76	Funds 239-292
\$	57,870.94	Funds 293-640
\$	148,287.63	701 Fund
\$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
<u>\$</u>	<u>402,463.23</u>	

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

[illegible]

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

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 131 CIRCUIT COURT							
101-131-811.00	INTERPRETER FEES	GRAND TRAVERSE INDUST	INTERPRETING SERVICES	52479	08/15/19	153.64	71527
101-131-811.00	INTERPRETER FEES	GRAND TRAVERSE INDUST	INTERPRETING SERVICES	52436	08/15/19	175.68	71527
101-131-813.00	PROBATION EXPENSES	JACKPINE BUSINESS CEN	SUPPLIES FOR PROBATION	444294-0	08/15/19	17.46	71534
101-131-813.00	PROBATION EXPENSES	WELLS FARGO VENDOR FI	COPIER LEASE PROBATION	69834897	08/15/19	67.52	71574
			Total For Dept 131 CIRCUIT COURT			414.30	
Dept 136 DISTRICT COURT							
101-136-727.00	OFFICE SUPPLIES	NOWAK, KIM	OFFICE SUPPLIES	DP532	08/15/19	35.94	71551
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	TAPE/ORGANIZER	DP531	08/15/19	57.63	71554
101-136-801.00	CONTRACTED SERV-SOBRIETY	1 STEP DETECT	PANEL TEST	41633	08/15/19	100.12	71490
101-136-802.00	TRANSCRIPTS	AMANDA M O'BRIEN	TRANSCRIPT: MARKWORD TRUST	DP541	08/22/19	13.85	71581
101-136-853.00	CELLULAR PHONES	CENTURYLINK	COUNTY 800 NUMBERS	1473682379	08/15/19	0.09	71514
101-136-955.10	DUES & REGISTRATIONS	VISA-KIM NOWAK	CEO CERTIFICATION EXAM - K LONG-MI	DP535	08/15/19	60.00	71571
101-136-956.20	EXAMINATIONS-DEV DISABLE	CENTRA WELLNESS NETWO	EVAL B KROHN 19-0073-DD	000812	08/15/19	350.00	71513
			Total For Dept 136 DISTRICT COURT			617.63	
Dept 141 FRIEND OF THE COURT							
101-141-850.00	TELEPHONE	CENTURYLINK	COUNTY 800 NUMBERS	1473682379	08/15/19	9.78	71514
			Total For Dept 141 FRIEND OF THE COURT			9.78	
Dept 142 JUVENILE DIVISION							
101-142-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES	444340	08/22/19	15.94	71604
101-142-957.40	NON REIMBURSABLE EXPENSE	UNIFI EQUIPMENT FINAN	COPIER LEASE	520344	08/22/19	78.15	71631
			Total For Dept 142 JUVENILE DIVISION			94.09	
Dept 215 COUNTY CLERK							
101-215-970.20	EQUIPMENT - CAPITAL	NETLINK BUSINESS SOLU	SERVICE ON HPM452DN	138893	08/15/19	125.00	71547
			Total For Dept 215 COUNTY CLERK			125.00	
Dept 253 COUNTY TREASURER							
101-253-727.00	OFFICE SUPPLIES	VISA-MICHELLE THOMPSON	BUSINESS CARDS FOR M THOMPSON	080919	08/15/19	61.18	71572
101-253-860.00	TRAVEL	LONG, KELLY	TRAVEL FOR MCAT CLASS 8/10/19	081019	08/15/19	182.69	71540
101-253-860.00	TRAVEL	THOMPSON, MICHELLE	MILEAGE FOR JULY 2019	073119	08/15/19	92.72	71566
101-253-860.00	TRAVEL	LONG, KELLY	TRAVEL FOR MCAT CLASS ON 8/17/19	081719	08/22/19	174.13	71612
101-253-961.00	TRAINING & SCHOOLS	STATE OF MICHIGAN	EQUALIZATION AND DATA COLLECTION C	08/22/19	08/22/19	250.00	71625
			Total For Dept 253 COUNTY TREASURER			760.72	
Dept 257 EQUALIZATION DEPARTMENT							
101-257-727.00	OFFICE SUPPLIES	OFFICE DEPOT	BUSINESS CARDS, ENVELOPES, CORRECT	352313706001	08/15/19	57.00	71553
101-257-860.00	TRAVEL	LINDSAY, BRIANNE	MILEAGE FOR FIELD WORK	08/14/19	08/15/19	258.10	71539
			Total For Dept 257 EQUALIZATION DEPARTMENT			315.10	
Dept 261 MSU EXTENSION							
101-261-730.00	POSTAGE	BENZIE COUNTY CLERK	POSTAGE FOR JULY 2019	POSTAGE	08/15/19	3.95	71503
			Total For Dept 261 MSU EXTENSION			3.95	
Dept 262 ELECTIONS							
101-262-721.00	PER DIEM	DYKSTRA, RONALD	BOARD OF CANVASSERS PER DIEM	08/06/2019	08/15/19	35.00	71523
101-262-721.00	PER DIEM	MICK, JANICE	BOARD OF CANVASSERS PER DIEM	08/06/2019	08/15/19	35.00	71545
101-262-721.00	PER DIEM	NICHOLS, RAY	BOARD OF CANVASSERS PER DIEM	08/06/2019	08/15/19	35.00	71548
101-262-860.00	TRAVEL	DYKSTRA, RONALD	BOARD OF CANVASSERS MILEAGE	08/06/2019	08/15/19	8.47	71523
101-262-860.00	TRAVEL	MICK, JANICE	BOARD OF CANVASSERS MILEAGE	08/06/2019	08/15/19	8.12	71545
101-262-860.00	TRAVEL	NICHOLS, RAY	BOARD OF CANVASSERS MILEAGE	08/06/2019	08/15/19	9.28	71548

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 262 ELECTIONS							
Total For Dept 262 ELECTIONS							130.87
Dept 265 BUILDING & GROUNDS							
101-265-750.00	MAINTENANCE SUPPLIES	KSS ENTERPRISES	RETURNED ITEM CANLINER	1143889	08/22/19	(56.19)	71611
101-265-750.00	MAINTENANCE SUPPLIES	KSS ENTERPRISES	RETURN INV#1128514	1132219	08/22/19	(37.01)	71611
101-265-750.00	MAINTENANCE SUPPLIES	KSS ENTERPRISES	WASTE BASKET/TOWELS	1155135	08/22/19	61.75	71611
101-265-850.00	TELEPHONE	CENTURYLINK	COUNTY 800 NUMBERS	1473682379	08/15/19	45.33	71514
Total For Dept 265 BUILDING & GROUNDS							13.88
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-800.00	CONTRACTED SERVICES ECON	ALLIANCE FOR ECONOMIC	3 INFRASTRUCTURE MEETINGS/BROADBAN	WP2018-3	08/22/19	1,500.00	71578
101-266-800.00	CONTRACTED SERVICES ECON	ALLIANCE FOR ECONOMIC	13 RETENTION VISITS/CRYSTAL RETENT	WP2018-4	08/22/19	1,383.75	71578
Total For Dept 266 LEGAL & CONTRACTED SERVICES							2,883.75
Dept 267 PROSECUTING ATTORNEY							
101-267-808.00	WITNESS FEES	GEBLACH INVESTIGATIO	NICHOLAS ROBERT LINARDOS	3700	08/22/19	50.00	71600
101-267-814.00	DIRECT VICTIMS NEEDS - E	KERI SCHNEIDER	PPO SERVICE ON SKIVER, HEATHER	4164 PPO SERVIC	08/22/19	60.00	71610
101-267-901.00	RESOURCE MATERIALS	AWANDA M O'BRIEN	PROSECUTOR'S COPIES 38 PAGES TOTAL	17-2091-NA	08/22/19	11.40	71580
101-267-901.00	RESOURCE MATERIALS	THOMSON REUTERS - WES	MI CRIMINAL LAWS AND RULES 2019	840786191	08/22/19	454.00	71628
Total For Dept 267 PROSECUTING ATTORNEY							575.40
Dept 268 REGISTER OF DEEDS							
101-268-800.00	CONTRACTED SERVICES - LA	FIDLAR TECHNOLOGIES I	LAREDO USAGE FEES JULY 2019	0223247-IN	08/22/19	949.39	71598
Total For Dept 268 REGISTER OF DEEDS							949.39
Dept 285 CENTRAL SERVICES							
101-285-800.00	CONTRACTED SERVICES	TEAM FINANCIAL GROUP,	ADMINISTRATOR COPIER CONTRACT	40020703	08/15/19	106.80	71564
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP,	PROSECUTORS COPIER CONTRACT	40023293	08/15/19	122.00	71564
101-285-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP,	EQUALIZATION PRINTER ROOM COPIER C	40020522	08/15/19	279.35	71564
Total For Dept 285 CENTRAL SERVICES							508.15
Dept 286 TECHNOLOGY SUPPORT							
101-286-970.00	EQUIPMENT	I.T. RIGHT	5 MONITORS (4 TO CLERK 1 TO EQUALI	20159596	08/15/19	700.00	71533
Total For Dept 286 TECHNOLOGY SUPPORT							700.00
Dept 301 SHERIFF							
101-301-727.00	OFFICE SUPPLIES	PLATTE RIVER PRINTING	IMPOUND STICKERS	8059	08/22/19	96.00	71620
101-301-748.00	GAS, OIL & GREASE	WEX BANK	SHERIFF FUEL 0716-081519	60815223	08/22/19	85.05	71634
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	OIL CHANGE	44684	08/22/19	50.90	71636
101-301-749.00	VEHICLE REPAIRS	HIGGES BODY SHOP	18-1 BRAKES	012612	08/15/19	193.00	71531
101-301-752.10	DRY CLEANERS	ROBBIE'S DRY CLEANERS	DRY CLNG JULY 2019	2575	08/15/19	75.25	71558
101-301-970.06	EQUIPMENT - COMPUTERS	AMAZON CAPITAL SERVIC	LEIN SHREDDER	1D33-HIXQ-49G3	08/22/19	1,768.77	71582
Total For Dept 301 SHERIFF							2,268.97
Dept 333 SECONDARY ROAD PATROL							
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FOR AUGUST 2019	AUGUST 2019	08/15/19	22.90	71493
101-333-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	AUGUST 2019 VISION COVERAGE	19776	08/15/19	25.46	71493
101-333-725.00	FRINGE BENEFITS	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	SEPTEMBER 2019	08/15/19	37.66	71522
Total For Dept 333 SECONDARY ROAD PATROL							86.02
Dept 426 EMERGENCY MANAGEMENT							
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FOR AUGUST 2019	AUGUST 2019	08/15/19	18.40	71493
101-426-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	AUGUST 2019 VISION COVERAGE	19776	08/15/19	9.83	71493
101-426-725.00	FRINGE BENEFITS	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	SEPTEMBER 2019	08/15/19	39.34	71522
101-426-850.00	TELEPHONE	VERIZON WIRELESS	COUNTY CELLULAR PHONE FOR JULY 201	9835212024	08/15/19	49.74	71569

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 426 EMERGENCY MANAGEMENT							
Dept 721 PLANNING DEPARTMENT			Total For Dept 426 EMERGENCY MANAGEMENT			117.31	
101-721-860.00	TRAVEL	BARNARD, JASON	MILEAGE PLANNING COMMITTEE MEETING 071119		08/15/19	35.00	71500
			Total For Dept 721 PLANNING DEPARTMENT			35.00	
Dept 728 INTERGOVERNMENTAL							
101-728-885.00	LIQUOR TAX - NO MI REG E	NORTHERN MICHIGAN REG	3RD QUARTER LIQUOR TAX 2019	080119	08/15/19	25,267.00	71550
			Total For Dept 728 INTERGOVERNMENTAL			25,267.00	
Dept 851 INSURANCE & BONDS							
101-851-725.06	LIFE INSURANCE	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	SEPTEMBER 2019	08/15/19	209.54	71522
101-851-828.00	INSURANCE & BONDS	LIBERTY MUTUAL INSURA	BOND FOR SUMMER TAX COLLECTION 201	080519	08/15/19	3,337.00	71538
			Total For Dept 851 INSURANCE & BONDS			3,546.54	
Dept 852 MEDICAL INSURANCE							
101-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2019 VISION COVERAGE	19776	08/15/19	825.63	71493
101-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	MEDICARE PART D NOTICES TO EMPLOYE	19776	08/15/19	186.75	71493
101-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	SEPTEMBER 2019	08/15/19	1,245.45	71522
101-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FOR AUGUST 2019	AUGUST 2019	08/15/19	895.25	71493
101-852-874.00	MEDICAL INSURANCE - RET	ADVANCED BENEFIT SOLU	AUGUST 2019 VISION COVERAGE	19776	08/15/19	43.70	71493
			Total For Dept 852 MEDICAL INSURANCE			3,196.78	
Fund 205 TNT OFFICER MILLAGE FUND							
Dept 000			Total For Fund 101 GENERAL FUND			42,619.63	
Fund 206 SHERIFF'S K-9 FUND							
Dept 000							
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FOR AUGUST 2019	AUGUST 2019	08/15/19	22.90	71493
205-000-725.00	FRINGE BENEFITS	ADVANCED BENEFIT SOLU	AUGUST 2019 VISION COVERAGE	19776	08/15/19	25.46	71493
205-000-725.00	FRINGE BENEFITS	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	SEPTEMBER 2019	08/15/19	39.18	71522
205-000-748.00	GAS, OIL & GREASE	WEX BANK	SHERIFF FUEL 0716-081519	60815223	08/22/19	168.11	71634
205-000-970.00	EQUIPMENT	LOVE YOUR CAR	TNT TINT WINDOWS	99930	08/15/19	300.00	71541
			Total For Dept 000			555.65	
Fund 206 SHERIFF'S K-9 FUND							
Dept 000			Total For Fund 205 TNT OFFICER MILLAGE FUND			555.65	
206-000-967.00	PROJECT EXPENSES	PIONEER GROUP	K-9 TY LETTER	00040691 JULY 2	08/15/19	56.60	71555
			Total For Dept 000			56.60	
Fund 209 SCHOOL RESOURCE OFFICER							
Dept 000			Total For Fund 206 SHERIFF'S K-9 FUND			56.60	
209-000-748.00	GAS, OIL & GREASE	WEX BANK	SHERIFF FUEL 0716-081519	60815223	08/22/19	27.22	71634
			Total For Dept 000			27.22	
Fund 213 JAIL OPERATIONS FUND							
Dept 265 BUILDING & GROUNDS			Total For Fund 209 SCHOOL RESOURCE OFFICER			27.22	
213-265-782.00	MAINTENANCE SUPPLIES	BETSIE VALLEY SALES &	MOWER BLADES	147761-13213	08/15/19	50.07	71508
213-265-782.00	MAINTENANCE SUPPLIES	KSS ENTERPRISES	RETURN ON INV#1130040/DOODLEGUG,MU	1140516	08/22/19	(144.80)	71611

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83288252	08/15/19	396.99	71509
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83280061	08/15/19	216.68	71509
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83291213	08/15/19	583.70	71509
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83299383	08/15/19	33.02	71509
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83299384	08/15/19	734.85	71509
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83301013	08/15/19	867.64	71509
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83301012	08/15/19	433.82	71509
214-655-735.00	MEDICAL SUPPLIES - GAS	MUNSON MEDICAL CENTER	MUNSON PHARMACY BILL	BCEMS6-30-19	08/15/19	1,420.00	71546
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9963490765	08/15/19	76.15	71494
214-655-749.00	VEHICLE REPAIRS	AIRGAS	OXYGEN	9963490766	08/15/19	25.65	71494
214-655-749.00	VEHICLE REPAIRS	ART'S AUTO & TRUCK PA	A33 CENTER SUPPORT BEARING	01N13440	08/15/19	48.63	71497
214-655-749.00	VEHICLE REPAIRS	BENZIE TRANSPORTATION	A21 GENERAL SERVICE AND BLOWER ASS	2194	08/15/19	263.03	71506
214-655-749.00	VEHICLE REPAIRS	GRAND TRAVERSE MOBILE	2011 SUBURBAN EMERGENCY LIGHT FOR	52355	08/15/19	169.50	71528
214-655-751.00	UNIFORMS	BAY SUPPLY & MARKETIN	EMBROIDERY FOR RYAN STROM	57848	08/15/19	12.00	71501
214-655-751.00	UNIFORMS	TELE-RAD, INC.	UNIFORMS	893388	08/15/19	701.85	71565
214-655-800.01	CONTRACTED SERVICES - BI	NORTH FLIGHT, INC.	JULY BILLING	BEN0719	08/15/19	4,200.00	71549
214-655-970.00	EQUIPMENT	STRYKER FLEX FINANCIA	LP 15 PAYMENT	146258	08/15/19	3,945.51	71562
Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)						14,129.02	
Dept 851 INSURANCE & BONDS							
214-851-725.06 LIFE INSURANCE							
DEARBORN LIFE INSURAN LTD/STD/AD & D EMPLOYEE INSURANCE SEPTEMBER 2019							
Total For Dept 851 INSURANCE & BONDS						55.25	71522
Dept 852 MEDICAL INSURANCE							
214-852-717.00 MEDICAL/DENTAL/VISION IN AUGUST 2019 VISION COVERAGE							
214-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	19776	08/15/19	295.81	71493
214-852-800.00 CONTRACTED SERVICES - CA COBRA ADMIN FEE FOR AUGUST 2019							
Total For Dept 852 MEDICAL INSURANCE						333.00	71493
Total For Fund 214 EMERGENCY MEDICAL SERVICES (E						1,023.94	
Total For Fund 214 EMERGENCY MEDICAL SERVICES (E						17,057.21	
Fund 220 MARINE PATROL FUND							
Dept 000							
220-000-748.00	GAS, OIL & GREASE	CRYSTAL LAKE MARINA	MARINE FUEL	9827	08/15/19	118.80	71520
220-000-748.00	GAS, OIL & GREASE	WEX BANK	SHERIFF FUEL 0716-081519	60815223	08/22/19	22.51	71634
220-000-970.00	EQUIPMENT	AMAZON CAPITAL SERVIC	OFF SUP AND MARINE EQUIP	17D6-LG94-JKGY	09/18/19	31.41	71582
Total For Dept 000						172.72	
Total For Fund 220 MARINE PATROL FUND						172.72	
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000							
228-000-703.05	WAGES-ATTENDANT	BURNETT, DIANE	SITE ATTENDANT	08142019	08/15/19	30.00	71511
228-000-703.05	WAGES-ATTENDANT	KEITH SCHAUB	SITE ATTENDANT	08142019	08/15/19	60.00	71535
228-000-703.05	WAGES-ATTENDANT	STEFFES, MELONIE	SITE ATTENDANT	08142019	08/15/19	30.00	71561
228-000-703.05	WAGES-ATTENDANT	WOOD, MARLENE	SITE ATTENDANT	08142019	08/15/19	90.00	71575
228-000-703.05	WAGES-ATTENDANT	BOY SCOUTS OF AMERICA	HHW/ELECTRONICS COLLECTION	08202019	08/22/19	175.00	71587
228-000-703.05	WAGES-ATTENDANT	BURNETT, DIANE	SITE ATTENDANT	08202019	08/22/19	30.00	71589
228-000-703.05	WAGES-ATTENDANT	GABE KENNIS	HHW/ELECTRONICS COLLECTION	08202019	08/22/19	70.00	71599
228-000-703.05	WAGES-ATTENDANT	KEITH SCHAUB	SITE ATTENDANT	08202019	08/22/19	60.00	71609
228-000-703.05	WAGES-ATTENDANT	STEFFES, MELONIE	SITE ATTENDANT	08202019	08/22/19	30.00	71626
228-000-703.05	WAGES-ATTENDANT	WOOD, MARLENE	SITE ATTENDANT	08202019	08/22/19	90.00	71635
228-000-703.05	WAGES-ATTENDANT	WOOD, MARLENE	HHW/ELECTRONICS COLLECTION	08202019	08/22/19	160.00	71635

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 249 BUILDING DEPARTMENT FUND							
Dept 375 ELECTRICAL INSPECTOR							
249-375-800.00	CONTRACTED SERVICES	ASSOCIATED GOVERNMENT	PERMITS FOR JULY 2019	JULY 2019	08/15/19	4,786.00	71498
			Total For Dept 375 ELECTRICAL INSPECTOR			4,786.00	
			Total For Fund 249 BUILDING DEPARTMENT FUND			20,354.00	
Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325 DISPATCH/COMMUNICATION							
261-325-727.00	OFFICE SUPPLIES	EXCEL OFFICE INTERIOR	ARM PADS	95033	08/22/19	105.10	71597
261-325-727.00	OFFICE SUPPLIES	TEAM FINANCIAL GROUP,	COPIER PRINTER CONTRACT	00013731	08/22/19	225.75	71627
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	COUNTY CELLULAR PHONES JULY 2019	9835133027	08/15/19	1,368.80	71569
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	JUL 02 - AUG 01	9835138527	08/22/19	58.58	71632
261-325-963.00	COMPUTER SUPPORT	I.T. RIGHT	SIP SWITCH SUPPORT	20160847	08/22/19	498.75	71603
			Total For Dept 325 DISPATCH/COMMUNICATION			2,256.98	
Dept 851 INSURANCE & BONDS							
261-851-725.06	LIFE INSURANCE	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	SEPTEMBER 2019	08/15/19	36.77	71522
			Total For Dept 851 INSURANCE & BONDS			36.77	
Dept 852 MEDICAL INSURANCE							
261-852-717.00	MEDICAL/DENTAL/VISION IN	ADVANCED BENEFIT SOLU	AUGUST 2019 VISION COVERAGE	19776	08/15/19	118.66	71493
261-852-718.00	SHORT/LONG TERM DISABILI	DEARBORN LIFE INSURAN	LTD/STD/AD & D EMPLOYEE INSURANCE	SEPTEMBER 2019	08/15/19	298.14	71522
261-852-800.00	CONTRACTED SERVICES - CA	ADVANCED BENEFIT SOLU	COBRA ADMIN FEE FOR AUGUST 2019	AUGUST 2019	08/15/19	156.20	71493
			Total For Dept 852 MEDICAL INSURANCE			573.00	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			2,866.75	
Fund 269 LAW LIBRARY FUND							
Dept 000							
269-000-901.00	RESOURCE MATERIALS	RELX INC. DBA LEXISNE	LAW LIBRARY SUBSCRIPTION FOR JULY	3092132651	08/15/19	572.00	71556
269-000-901.00	RESOURCE MATERIALS	RELX INC. DBA LEXISNE	JULY LEXISNEXIS SUBSCRIPTION	3092163366	08/15/19	88.00	71556
269-000-901.00	RESOURCE MATERIALS	THOMSON REUTERS - WES	AUGUST 2019 WEST COMPLETE LIBRARY	840791143	08/15/19	762.52	71567
			Total For Dept 000			1,422.52	
			Total For Fund 269 LAW LIBRARY FUND			1,422.52	
Fund 292 CHILD CARE FUND							
Dept 000							
292-000-840.50	FOSTER CARE-NA	BETHANY CHRISTIAN SER	486 DAYS FOSTER CARE BANCROFTS	MULTIPLE	08/22/19	12,162.36	71586
292-000-840.60	FOSTER CARE-NA/NON-SCHED	HOLY CROSS CHILDRENS	CLOTHING ALLOTMENT D.P.	MAY 2019	08/22/19	210.00	71601
292-000-840.70	INSTITUTIONAL ROOM & BOA	OTTAWA COUNTY	100 DAYS INSTITUTIONAL CARE J.H.	80194, 81319, 8	08/22/19	16,140.00	71617
292-000-840.70	INSTITUTIONAL ROOM & BOA	PINEVIEW HOMES	14 DAYS INSTITUTIONAL CARE B.O.	JANUARY	08/22/19	3,097.64	71619
292-000-840.70	INSTITUTIONAL ROOM & BOA	ROSCOMMON COUNTY JUVE	18 DAYS DETENTION B.R.	3776	08/22/19	4,590.00	71623
292-000-840.70	INSTITUTIONAL ROOM & BOA	VISTA MARIA	170 DAYS INST CARE S.B.	MULTIPLE	08/22/19	35,700.00	71633
292-000-840.80	NON-SCH. PMTS INSTITUTIO	OTTAWA COUNTY	100 DAYS INSTITUTIONAL CARE J.H.	80194, 81319, 8	08/22/19	182.74	71617
292-000-840.95	IN HOME CARE MISC.	CATHOLIC HUMAN SERVIC	SUBSTANCE ABUSE COUNSELING	7/31	08/22/19	330.00	71590
292-000-840.95	IN HOME CARE MISC.	MICHIGAN STATE UNIVER	MINDFULNESS COURSES	1330	08/22/19	800.00	71616
292-000-862.00	MENTORING/TUTORING	JAMES SZCZECHEWSKI	TUTORING FOR K.G.	AUGUST	08/22/19	67.50	71605
292-000-862.01	INCENTIVES	MICHIGAN LEGACY ART P	FIELD TRIP	2019-0010	08/22/19	15.00	71615
			Total For Dept 000			73,295.24	
			Total For Fund 292 CHILD CARE FUND			73,295.24	
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-721.00	PER DIEM	BAILEY, LAWRENCE	PER DIEM FOR VETERANS	JULY19	08/15/19	35.00	71499
293-000-721.00	PER DIEM	GIDDIS, KIRT	PER DIEM FOR VETERANS	JULY2019	08/15/19	35.00	71526
293-000-721.00	PER DIEM	KOWALSKI, ED	PER DIEM FOR VETERANS	JULY2019	08/15/19	35.00	71536
293-000-721.00	PER DIEM	KOWALSKI, ED	MILEAGE FOR JULY 2019	073119M	08/15/19	3.48	71536
293-000-721.00	PER DIEM	ROELOFS, ROBERT	PER DIEM FOR VETERANS	JULY19	08/15/19	35.00	71560
293-000-721.00	PER DIEM	BURCH, TYSON	PER DIEM FOR VETERANS	063019VA	08/22/19	35.00	71588
293-000-721.00	PER DIEM	BURCH, TYSON	PER DIEM FOR VETERANS	073119VA	08/22/19	35.00	71588
293-000-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES FOR VETERANS	444731-0	08/15/19	44.97	71534
293-000-839.00	VETERANS BURIALS & MARKE	PATRICIA MCCASH	VETERANS BURIAL BENEFITS - DONALD	8/16/2019	08/22/19	300.00	71618
293-000-860.00	TRAVEL	BAILEY, LAWRENCE	MILEAGE FOR JULY 2019	073119M	08/15/19	2.14	71499
293-000-860.00	TRAVEL	GIDDIS, KIRT	MILEAGE FOR JULY 2019	073119M	08/15/19	18.45	71526
293-000-860.00	TRAVEL	ROELOFS, ROBERT	MILEAGE FOR JULY 2019	073119M	08/15/19	24.36	71560
293-000-860.00	TRAVEL	BURCH, TYSON	MILEAGE FOR JULY 2019	073119M	08/22/19	19.61	71588
293-000-860.00	TRAVEL	BURCH, TYSON	MILEAGE FOR JUNE 2019	063019M	08/22/19	19.61	71588
			Total For Dept 000			642.62	
			Total For Fund 293 VETERAN'S RELIEF FUND			642.62	
Fund 295 VETERAN'S MEMORIAL FUND							
Dept 000							
295-000-967.00	PROJECT EXPENSES	HARRIS HARDSCAPING	INSTALLATION OF 80SQ FEET OT BELDE	073019	08/15/19	1,000.00	71530
			Total For Dept 000			1,000.00	
			Total For Fund 295 VETERAN'S MEMORIAL FUND			1,000.00	
Fund 412 MCF RENOVATIONS FUND							
Dept 000							
412-000-810.00	LEGAL FEES	BEK LAW	KUHN ROGERS /BUILDING AUTHORITY	10082	08/22/19	9,905.62	71585
412-000-967.00	PROJECT EXPENSES	COMSTOCK CONSTRUCTION	SERVICES THRU JULY 2019	012	08/22/19	38,287.71	71592
			Total For Dept 000			48,193.33	
			Total For Fund 412 MCF RENOVATIONS FUND			48,193.33	
Fund 425 EQUIPMENT REPLACEMENT FUND							
Dept 351 JAIL - CORRECTIONS							
425-351-957.00	MISCELLANEOUS - INMATE T	SOLID DESIGN SOFTWARE	TELE SOFTWR UPDATE	SC10109	08/22/19	780.00	71624
			Total For Dept 351 JAIL - CORRECTIONS			780.00	
			Total For Fund 425 EQUIPMENT REPLACEMENT FUND			780.00	
Fund 516 DELINQUENT TAX REVOLVING FUND							
Dept 000							
516-000-694.00	CASH OVER/SHORT	RODNEY C CHALLENGER	OVERPAID ON DELINQUENT TAXES 01-45	081219	08/15/19	3,025.16	71559
516-000-694.00	CASH OVER/SHORT	JOYFIELD TOWNSHIP	SUMMER TAX PAYMENT FOR 09-013-014-	081619	08/22/19	106.36	71607
			Total For Dept 000			3,131.52	
			Total For Fund 516 DELINQUENT TAX REVOLVING FUND			3,131.52	
Fund 532 TAX FORECLOSURE FUND							
Dept 253 COUNTY TREASURER							
532-253-800.00	CONTRACTED SERVICES - RE	BENZIE COUNTY REGISTE	TO RECORD 18 REDEMPTIONS	080519	08/15/19	540.00	71505
532-253-801.00	CONTRACTED SERVICES	TITLE CHECK LLC	1/12 ANNUAL FEE FOR FORFEITURES 20	1908-10	08/22/19	989.66	71629
532-253-810.00	LEGAL FEES	FIGURA, RICHARD	ODFELLOWS LAWSUIT	BCT-548	08/15/19	1,020.00	71524
532-253-957.00	MISCELLANEOUS	RINEER, JACK	HAULING AWAY TREES AND SUCH FOR BU	080919	08/15/19	1,410.00	71557

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
			Fund Totals:				
			Fund 101 GENERAL FUND			42,619.63	
			Fund 205 TNT OFFICER MILLAGE FUND			555.65	
			Fund 206 SHERIFF'S K-9 FUND			56.60	
			Fund 209 SCHOOL RESOURCE OFFICER			27.22	
			Fund 213 JAIL OPERATIONS FUND			15,590.88	
			Fund 214 EMERGENCY MEDICAL SERVICES			17,057.21	
			Fund 220 MARINE PATROL FUND			172.72	
			Fund 228 SOLID WASTE/RECYCLING FUND			21,052.30	
			Fund 231 SOIL EROSION (SESSC) FUND			1,100.00	
			Fund 247 ANIMAL CONTROL FUND			133.94	
			Fund 249 BUILDING DEPARTMENT FUND			20,354.00	
			Fund 261 911 EMERGENCY SERVICE FUND			2,866.75	
			Fund 269 LAW LIBRARY FUND			1,422.52	
			Fund 292 CHILD CARE FUND			73,295.24	
			Fund 293 VETERAN'S RELIEF FUND			642.62	
			Fund 295 VETERAN'S MEMORIAL FUND			1,000.00	
			Fund 412 MCF RENOVATIONS FUND			48,193.33	
			Fund 425 EQUIPMENT REPLACEMENT FUND			780.00	
			Fund 516 DELINQUENT TAX REVOLVING FU			3,131.52	
			Fund 532 TAX FORECLOSURE FUND			3,959.66	
			Fund 569 BUILDING AUTHORITY			163.81	
			Fund 701 GENERAL AGENCY FUND			148,287.63	
			Total For All Funds:			402,463.23	

Finance Issues:

Approval of the payment of bills from August 13 to August 26, 2019 in the amount of \$402,463.23.

The Tax Foreclosure auction occurred on Tuesday August 13, and we sold all 5 properties offered. There were 16 originally foreclosed, but three were removed for description/ownership issues (not normal). Two of the three have been cleared for foreclosure next year. We netted \$17,400.

FUND: ALL FUNDS
CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2018	Total Debits	Total Credits	Ending Balance 08/27/2019
101	GENERAL FUND	998,831.06	9,337,159.63	11,059,893.15	(723,902.46)
201	BENZIE COUNTY ROAD COMMISSION	1,554,060.01	12,155,776.76	11,622,958.85	2,086,877.92
205	TNT OFFICER MILLAGE FUND	54,532.21	267,115.08	284,687.89	36,959.40
206	SHERIFF'S K-9 FUND	18,487.94	18,653.55	14,207.10	22,934.39
207	SHERIFF'S RESERVES FUND	11.64	0.00	0.00	11.64
208	SHERIFF'S DIVE TEAM FUND	1,382.00	11,221.48	10,907.00	1,696.48
209	SCHOOL RESOURCE OFFICER	0.00	223,228.22	188,020.98	35,207.24
211	D.A.R.E. FUND	0.00	0.00	0.00	0.00
212	BENZIE KIDS	3,462.55	317.60	155.20	3,624.95
213	JAIL OPERATIONS FUND	122,177.79	2,806,029.79	2,891,417.66	36,789.92
214	EMERGENCY MEDICAL SERVICES (EMS) FUN	409,267.44	3,397,123.78	3,058,040.63	748,350.59
215	FRIEND OF THE COURT FUND	77,759.82	11,544.78	12,920.00	76,384.60
216	SEASONAL ROAD PATROL FUND	26,604.56	38,450.82	37,851.74	27,203.64
217	SNOWMOBILE PATROL FUND	7,174.00	27,524.19	21,418.64	13,279.55
218	PARKS & REC - ICE RINK	16.69	0.00	0.00	16.69
219	AIRPORT AUTHORITY FUND	745.28	66,301.65	74,930.70	(7,883.77)
220	MARINE PATROL FUND	2,854.68	16,713.19	21,354.97	(1,787.10)
221	BENZIE-LEELANAU DIST HEALTH DEPT FUN	31,991.49	2,995,297.42	2,708,071.29	319,217.62
228	SOLID WASTE/RECYCLING FUND	145,031.58	609,363.12	517,804.66	236,590.04
230	BETSIE VALLEY TRAIL MANAGEMENT FUND	0.00	11,287.54	8,763.61	2,523.93
231	SOIL EROSION (SESSC) FUND	36,643.00	26,430.00	28,500.00	34,573.00
235	CDBG GRANTS	0.00	0.00	0.00	0.00
241	LAND BANK AUTHOITY FUND	112,704.09	17,194.52	5,564.05	124,334.56
243	BROWNFIELD REDEVELOPMENT AUTHORITY F	19,453.68	668.35	0.00	20,122.03
244	E.D.C. ENTERPRISE FUND	3,233.54	10,509.92	3,233.54	10,509.92
245	REMONUMENTATION/SURVEY GRANT FUND	28,061.07	60,564.20	62,870.00	25,755.27
246	GIS INFORMATION SYSTEM	7,111.28	0.00	0.00	7,111.28
247	ANIMAL CONTROL FUND	173,464.43	315,330.44	332,212.31	156,582.56
249	BUILDING DEPARTMENT FUND	129,042.13	611,134.92	643,890.65	96,286.40
256	REG OF DEEDS AUTOMATION FUND	130,945.67	56,149.14	65,401.08	121,693.73
258	HOMELAND SECURITY GRANTS	1,629.99	0.00	0.00	1,629.99
259	INDIGENT DEFENSE COUNSEL	0.00	0.00	0.00	0.00
260	CPL CLERK TECHNOLOGY FUND	29,453.27	9,386.89	434.40	38,405.76
261	911 EMERGENCY SERVICE FUND	436,216.42	1,493,032.64	1,444,193.51	485,055.55
262	DISPATCHER TRAINING FUND	20,042.49	7,657.30	7,102.60	20,597.19
263	LOCAL CORRECTION OFFICER'S TRAINING	12,785.64	11,659.99	12,919.98	11,525.65
264	SHERIFF FORFEITURE FUND	4,472.45	323.88	647.76	4,148.57
265	JUSTICE TRAINING (302) FUND	5,048.40	7,959.97	9,910.58	3,097.79
269	LAW LIBRARY FUND	1,713.96	38,881.79	37,763.58	2,832.17
276	COMMISSION ON AGING MILLAGE FUND	332,339.37	2,050,953.12	1,964,498.87	418,793.62
284	REVENUE SHARING RESERVE FUND	0.00	1,200.00	1,200.00	0.00
285	POINT BETSIE LIGHTHOUSE FUND	3,246.36	5,516.04	11,032.08	(2,269.68)
287	FAMILY COURT GRANTS	0.00	23,499.96	0.00	23,499.96
292	CHILD CARE FUND	54,298.83	701,301.59	711,227.15	44,373.27
293	VETERAN'S RELIEF FUND	73,375.88	99,727.22	97,091.64	76,011.46
294	VETERANS TRUST FUND	0.00	0.00	0.00	0.00
295	VETERAN'S MEMORIAL FUND	61,581.19	47,734.50	86,055.68	23,260.01
296	JUVENILE JUSTICE FUND	(1,074.24)	30,033.17	31,210.64	(2,251.71)

CASH SUMMARY BY FUND FOR BENZIE COUNTY

FROM 10/01/2018 TO 08/27/2019

FUND: ALL FUNDS

CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2018	Total Debits	Total Credits	Ending Balance 08/27/2019
310	GOVERNMENT CENTER ADDITION DEBT FUND	34,310.13	100,001.65	29,850.00	104,461.78
312	MAPLES DEBT/MILLAGE FUND	184,237.18	807,301.78	471,194.63	520,344.33
371	JAIL RESERVE FUND	67,442.36	98,487.40	146,620.77	19,308.99
401	CAPITAL IMPROVEMENT FUND	161,042.86	48,575.70	97,151.40	112,467.16
412	MCF RENOVATIONS FUND	279,460.33	1,847,065.57	2,096,986.14	29,539.76
415	RAILROAD POINT	7,486.02	5,199.00	0.00	12,685.02
425	EQUIPMENT REPLACEMENT FUND	62,162.67	108,485.42	105,285.62	65,362.47
512	MEDICAL CARE FACILITY FUND	1,775,919.54	11,012,294.43	10,371,725.44	2,416,488.53
516	DELINQUENT TAX REVOLVING FUND	4,577,214.08	4,244,612.67	3,968,837.66	4,852,989.09
532	TAX FORECLOSURE FUND	867,230.64	1,525,049.48	1,729,295.47	662,984.65
535	CDBG HOUSING GRANT FUND	66,036.82	31,365.31	7,524.10	89,878.03
569	BUILDING AUTHORITY	4,931.24	4,134.19	8,188.62	876.81
595	COMMISSARY/CONCESSION FUND-JAIL	1,410.36	6,857.03	6,610.14	1,657.25
616	TREASURER'S TAX ADMINISTRATION FUND	53,260.25	1,100.00	2,200.00	52,160.25
701	GENERAL AGENCY FUND	4,280,114.39	11,176,895.91	13,680,996.47	1,776,013.83
704	PAYROLL CLEARING FUND	17,491.65	2,282,170.40	2,184,596.87	115,065.18
721	LIBRARY PENAL FINE FUND	26,762.95	144,308.59	151,598.22	19,473.32
764	SHERIFF'S INMATE TRUST FUND	37,303.36	185,128.56	190,994.77	31,437.15
775	SUMMER TAX COLLECTION FUND	0.00	0.00	0.00	0.00
	TOTAL - ALL FUNDS	17,633,996.47	71,248,991.24	73,340,020.49	15,542,967.22

Committee Of The Whole

**THE BENZIE COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
August 13, 2019**

The Benzie County Board of Commissioners met as a Committee of the Whole on Tuesday, August 13, 2019, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Vice Chair Evan Warsecke at 1:30 p.m.

Present were: Commissioners Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke

The Pledge of Allegiance was recited.

Agenda:

Motion by Roelofs, seconded by Nye, to approve the agenda as presented. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Minutes:

Motion by Roelofs, seconded by Sauer, to approve the Committee of the Whole minutes of July 23, 2019 as amended, correcting date on page 1 and spelling of Comm Warsecke on page 4. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

1:31 p.m. Public Input

Judge Mead:

- a. Budget Amendment: **Motion by Sauer, seconded by Roelofs, to recommend to the Board of Commissioners to amend the 2018-19 Budget for District Court as follows:**

Increase:

101-136-805.00	Court Appointed Attorneys	\$4,000.00
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Increase:

101-000-691.00	Use of Fund Balance	\$4,000.00
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Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None

Motion carried.

Lise Hope, 44North -- Health Insurance Discussion: Ms. Hoppe provided information to the board and discussed different options. She provided a Benchmarking Survey with four other counties; Medical Rates History; 2018 HRA Tracking; 2019 Rates with existing policies; Side by Side Comparison of plans; HAS options. The Board will review this information further and make a decision at the next Board of Commissioner meeting on August 27, 2019.

Sara Swanson – PAO Budget Proposal: Ms. Swanson provides additional information to the board regarding the need for an additional Assistant Prosecuting Attorney for her office. She asks that if a full-time position is not approved, perhaps a contract for someone to help out in the busy times – a contract would mean no insurance and not permanent.

Tom King, EMS – Financial Hardship Policy for EMS patients: Requests approval of a Financial Hardship Policy; this has been approved by the EMS Advisory Board. **Motion by Sauer, seconded by Roelofs, to recommend to the Board of Commissioners to approve the Financial Hardship Policy for EMS Patients. Adding that write-offs to come to the Board of Commissioners for**

August 13, 2019

approval. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None
Motion carried.

Kyle Rosa – Budget Amendments:

- a. TNT Amendment: Motion by Warsecke, seconded by Jeannot, to recommend to the Board of Commissioners to amend the 2018-19 budget for TNT as follows:

Increase:

205-000-691.00	TNT – Use of Fund Balance	\$5,350.00
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Increase:

205-000-723.00	TNT Overtime	\$4,000.00
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205-862-719.00	Medicare	175.00
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205-862-725.01	FICA Social Security	600.00
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205-871-828.00	Insurance and Bonds	<u>530.00</u>
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\$5,350.00

Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None
Motion carried.

- b. Crystal Beach Cottages – set budget, contract: Motion by Sauer, seconded by Taylor, to recommend to the Board of Commissioners to amend the 2018-19 Budget for Crystal Beach Cottages as follows:

Increase:

216-340-580.02	Crystal Beach Cottages	\$1,104.50
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Increase:

216-304-706.00	Wages - CBCA	\$ 829.32
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216-304-723.00	Overtime - CBCA	70.18
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216-862-719.00	Medicare – CBCA	15.00
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216-862-725.01	FICA – Social Security – CBCA	100.00
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216-871-828.00	Workers Comp - CBCA	<u>90.00</u>
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\$1,104.50

Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None
Motion carried.

- c. Village of Beulah – set budget, contract: Motion by Nye, seconded by Taylor, to recommend to the Board of Commissioners to amend the 2018-19 Budget for Village of Beulah as follows:

Increase:

216-336-580.01	Village of Beulah	\$3,196.00
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Increase:

216-336-706.00	Wages – Village of Beulah	\$2,451.66
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216-336-723.00	Overtime – Village of Beulah	374.34
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216-862-719.00	Medicare – Village of Beulah	50.00
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216-862-725.01	FICA – Social Security	220.00
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216-871-828.00	Workers Comp – VOB Portion	<u>100.00</u>
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\$3,196.00

Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None
Motion carried.

- d. Lake Township – set budget, contract: **Motion by Jeannot, seconded by Warsecke, to recommend to the Board of Commissioners to amend the 2018-19 Budget for Lake Township as follows:**

e. **Increase:**

216-338-580.05	Lake Township	\$7,520.00
Increase:		
216-338-706.00	Wages – Lake Twp	\$5,850.00
216-338-723.00	Overtime – Lake Twp	400.00
316-338-970.00	Equipment – Lake Twp	200.00
216-862-719.00	Medicare – Lake Twp	100.00
216-862-725.01	FICA – Social Security – Lake	420.00
216-871-828.00	Workers Comp - Lake	175.00
216-338-748.00	Fuel	375.00
		<u>\$7,520.00</u>

Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None
Motion carried.

Dan Smith:

- a. Johnson Controls Amendment: **Motion by Sauer, seconded by Farrell, to recommend to the Board of Commissioners to amend the 2018-19 Budget for the Jail as follows:**

Increase:

371-000-970.00	Capital Outlay – Equipment	\$4,899.45
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Increase:

371-000-691.00	Fund Balance – Jail	\$4,899.45
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Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None
Motion carried.

- b. Renewal Correctional Recovery Contract: **Motion by Farrell, seconded by Roelofs, to recommend to the Board of Commissioners to approve the Asset Recovery & Management Services Contract Renewal as amended, removing section 4.5, and after review by the county attorney. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.**

- c. All Access Care Contract Discussion: To be provided to the Clerk by the Jail Administrator and placed in the Board of Commissioner packet for action on August 27, 2019.

Mitch Deisch:

- a. Topsoil/Gravel Project: Mitch to clarify bid with the two bidders and bring back to the full board on August 27, 2019.
- b. RPDO Contract – Intergovernmental Transfer of Functions and Responsibilities: To be taken to the full board on August 27, 2019.
- c. Budget Discussion: Comm Taylor suggests that you request all departments to cut 2% from their budgets.
Variance numbers need to be verified.
Need report of non-mandated services that we provide

Special Board meeting Thursday, August 22, 2019 at 11:00 a.m. for further budget discussions.

Maridee Cutler, Human Resources – Exit Interview Memo: Comm Nye stated that we need to be creative to show our appreciation to the employees.

4:38 p.m. Public Input – None

Motion by Roelofs, seconded by Sauer, to adjourn at 4:39 p.m. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Evan Warsecke, Chair (COTW)

Dawn Olney, Benzie County Clerk

DRAFT

Committee of the Whole

Page 5 of 5

August 13, 2019

Motion by AS, seconded by LF, to approve the Committee of the Whole Consent Calendar as follows:

1. To amend the 2018-19 Budget for District Court in the amount of \$4,000.00.as presented.
2. To approve the Financial Hardship Policy for EMS Patients with the addition that write-offs to come to the Board of Commissioners for approval.
3. To amend the 2018-19 budget for TNT in the amount of \$5,350.00 as presented.
4. To amend the 2018-19 Budget for Crystal Beach Cottages in the amount of \$1,104.50 as presented.
5. To amend the 2018-19 Budget for Village of Beulah in the amount of \$3,196.00 as presented.
6. To amend the 2018-19 Budget for Lake Township in the amount of \$7,520.00 as presented.
7. To amend the 2018-19 Budget for the Jail in the amount of \$4,899.45 as presented.

BUDGET AMENDMENT REQUEST

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

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

DATE: 8/1/2019

Request to Amend the 2018/19 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
101-136-805.00	Court Appointed Attorneys	4,000.00

Total \$ 4,000.00

Account to be Increased:

Line Number	Account Name	Amount
101-000-691.00	Budgeted Use of Fund Balance	4,000.00

4,000.00

SIGNED: _____

Hayden

BUDGET AMENDMENT REQUEST

DATE: 7/25/2019

Request to Amend the 2018/19 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
205-000-691-00	TNT - Budgeted use of Fund Balance	\$ 5,305.00

Total \$ 5,305.00

Account to be INCREASED:

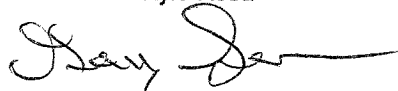
Line Number	Account Name	Amount
205-000-723.00	TNT OVERTIME	\$ 4,000.00
205-862-719.00	Medicare	175.00
205-862.725.01	F.I.C.A. Social Security	600.00
205-871.828.00	Insurance and Bonds	530.00

To cover overtime for the months of July, August and September 2019.

Total \$ 5,305.00

SIGNED: _____

Undersheriff Kyle Rosa



BUDGET AMENDMENT REQUEST

DATE: 7/25/2019

Request to Amend the 2018/19 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
216-340-580.02	Crystal Beach Cottages	\$ 1,104.50

Total \$ 1,104.50

Account to be INCREASED:

Line Number	Account Name	Amount
216-304-706.00	WAGES - CBCA	\$ 829.32
216-304-723.00	OVERTIME - CBCA	70.18
216-862-719.00	MEDICARE - CBCA	15.00
216-862-725.01	F.I.C.A. - Social Security - CBCA	100.00
216-871-828.00	WORKERS COMP - CBCA	90.00

Total \$ 1,104.50

SIGNED: 

Undersheriff Kyle Rosa



BUDGET AMENDMENT REQUEST

DATE: 7/25/2019

Request to Amend the 2018/19 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
216-336-780.01	Village of Beulah	\$ 3,196.00

Total \$ 3,196.00

Account to be INCREASED:

Line Number	Account Name	Amount
216-336-706.00	WAGES - Village of Beulah	\$ 2,451.66
216-336-723.00	OVERTIME - Village of Beulah	374.34
216-862-719.00	MEDICARE - Village of Beulah portion	50.00
216-862-725.01	F.I.C.A. - Social Security	220.00
216-871-828.00	Worker Comps - VOB portion	100.00

Total \$ 3,196.00

SIGNED: _____

Undersheriff Kyle Rosa

BUDGET AMENDMENT REQUEST

DATE: 7/25/2019

Request to Amend the 2018/19 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
216-338-580.05	Lake Township	\$ 7,520.00

Total \$ 7,520.00

Account to be INCREASED:

Line Number	Account Name	Amount
216-338-706.00	WAGES - Lake Township	\$ 5,850.00
216-338-723.00	OVERTIME - Lake Township	400.00
216-338-970.00	EQUIPMENT - Lake Township	200.00
216-862-719.00	MEDICARE - Lake Township portion	100.00
216-862-725.01	F.I.C.A. - Social Security - Lake Township portion	420.00
216-871-828.00	WORKERS COMP - Lake Township portion	175.00
216-338-748.00	FUEL	375.00

Total \$ 7,520.00

SIGNED: 

Undersheriff Kyle Rosa



BUDGET AMENDMENT REQUEST

DATE: 7/26/2019

Request to Amend the 2018/19 Budget for the following:

Account to be Increased:

Line Number	Account Name		Amount
371-000-970.00	Capital Outlay - Equipment	\$	4,899.45


Total \$ 4,899.45

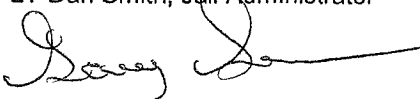
Account to be ⁱⁿDecreased:

Line Number	Account Name		Amount
371-000-691.00	Budgeted Use of Fund Balance - Jail	\$	4,899.45

Total \$ 4,899.45

SIGNED:



LT Dan Smith, Jail Administrator


Committee Appointments

APPOINTMENT TO BOARD, COMMISSIONS AND AGENCIES

APPLICATION

DATE: 9/19/19

Name: SEAN DUPERRON

Address (including PO Box): 6724 EDGEWATER DR

County District: LAKE TWP

Home Telephone: 231-

Occupation: BUILDER/CONTRACTOR

Cell
Business Telephone: 231-

Please list the Board, Commission or Agency you are applying for:

1. CONSTRUCTION BOARD OF APPEALS

Please state your interest, experience and/or education that would relate to your service in the above-named organizations.

SEE ATTACHED LETTER OF INTEREST

RECEIVED

AUG 22 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

PLEASE ATTACH A CURRENT OR UPDATED RESUME OR LETTER OF RECOMMENDATION

This application with resume' attached must be returned to:

Sean K. Duperron
6724 Edgewater Drive
Honor, Michigan 49640
231-325-3043
sduperron@charter.net

August 19, 2019

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

Dawn Olney,

I am contacting you to be considered for a position on the Construction Board of Appeals.

I have been an active residential builder for 14 years licensed in the state of Michigan. My wife and I own one corporation offering complimentary construction services under two advertised names. Duperron Designs Inc. offers Interior Design services while Great Northern Homes is a DBA of Duperron Designs Inc., and offers construction services.

As a part of personal and cooperate community involvement we are members of the Grand Traverse Area Home Builders Association, the Benzie County Chamber of Commerce, and the Frankfort Chamber of Commerce.

Dawn
I currently serve on the Benzie County Parks and Recreation Commission, and the Betsie Valley Trail Management Council.

I look forward to an opportunity to present how my qualifications, local involvement, and past experience make me the best choice to serve on the Construction Board of Appeals in Benzie County.

Please contact me if additional information is needed or to setup an interview.

Sincerely,

Dawn
I cur

Sean K Duperron.

Enclosure/application

RECEIVED

AUG 22 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ACTION ITEMS



448 Court Place • Beulah, MI 49617

Memo To: Board of Commission
From: Mitchell D. Deisch, Administrator *MT Deisch*
Date: August 21, 2019
Subject: Parking Lot and Service Road Shoulder Work

Administration was requested by the BOC at the August 13, 2019 Committee of the Whole meeting to contract Elmer's Construction and discuss why their original bid for upgrading the Government Center parking lot and service drive did not include protecting the asphalt shoulders. The discussion with Elmer's focused on them wanting to provide the work as economically as possible for the County.

During the conversation, I asked them to review their proposal and look for ways to reduce the cost to Benzie County.

Attached are as follows:

- | | |
|--|---------|
| 1. Original Elmer's proposal dated 7/15/19 | \$8,728 |
| 2. Original Kerby Backhoe proposal dated 7/29/19 | \$6,640 |
| 3. Revised Elmer's proposal dated 8/21/19 | \$5,277 |
| 4. Map showing topsoil and gravel locations | |

Next Step

The BOC needs to determine if they want to accept the original proposal from Kerby Backhoe, the revised proposal from Elmer's or continue to discuss other viable options.

FILED

AUG 21 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



PROPOSAL

P.O. Box 6150 Inverness City, MI 49666-6150
1-800-SELMERS • 231.943.3443 • 231.943.8975 Fax
www.TeamTimers.com
EJC/AA

Esphol® • Excavation • Concrete • Cranes

BENZONIA GOVERNMENTAL CENTER
ATTN: MITCH DEISCH

882-0658
SHOULDER RESTORATION
TOPSOIL AND GRAVEL
2019-0808

7/15/2019

See Backside for Notes, Attachments and Other Notes

1. TOPSOIL SHOULDERS AS PER DRAWING. INSTALL TOPSOIL AT 2" WIDE AT APPROXIMATELY 2" DEEP BASED ON 1220 L.F. INCLUDES 50 TON TOPSOIL. INCLUDES SEED AND MULCH	\$4,542.00
2. GRAVEL SHOULDERS AS PER DRAWING. INSTALL 22A GRAVEL AT 2" WIDE AT APPROXIMATELY 2" THICKNESS BASED ON 1465 L.F. INCLUDES 66 TON 22A GRAVEL	\$4,186.00
ESTIMATED TOTAL	\$8,728.00

** SEE ATTACHED PHOTOS FOR AREAS OF WORK

As required in the contract, all work to be completed in a satisfactory manner according to attached drawings. The contractor shall be responsible for obtaining all necessary permits and for obtaining all necessary approvals from the local, state and federal authorities. The contractor shall be responsible for obtaining all necessary approvals from the local, state and federal authorities. The contractor shall be responsible for obtaining all necessary approvals from the local, state and federal authorities.

Accepted and signed by the contractor:
DAVID H. VISWAT
30 days

Method of Payment

☐ Check with cash receipt
☐ Change to VISA/MC upon completion of work

Acceptance of Proposal

The above stated description and conditions are satisfactory and the contractor agrees to accept the same. The contractor shall be responsible for obtaining all necessary approvals from the local, state and federal authorities.

Accepted by the client:
Signature: _____
Date: _____

Accepted by the contractor:
Signature: _____
Date: _____

When reviewing estimates and selecting a contractor:

- Always get multiple estimates for a project. The lowest bid is not necessarily the best value. Try to get an understanding of why one bid is significantly lower or higher than others.
- Ask for references from the contractor and ask for references from the contractor.
- Make sure the contractor has the required licenses, insurance and bonding.
- Ask for a detailed estimate and payment terms and make sure you understand them.
- The best selection provides a written warranty or guarantee.

Fully Bonded & Insured • Daily quality control checks for all products



PROPOSAL

P.O. Box 6150 Traverse City, MI 49696-6150
1.800.3ELMERS • 231.943.3443 • 231.943.8975 Fax
www.TeamElmers.com
EOE/AA

Proposal submitted to:

BENZONIA GOVERNMENTAL CENTER
ATTN: MITCH DEISCH

882-0558
SHOULDER RESTORATION
TOPSOIL AND GRAVEL
2019-0898

8/21/2019

We hereby submit specifications and estimates for:

1. TOPSOIL SHOULDERS AS PER DRAWING. INSTALL TOPSOIL AT 2' WIDE AT APPROXIMATELY 2" DEEP. BASED ON 1220 L.F. INCLUDES 50 TON TOPSOIL. INCLUDES SEED AND MULCH.	\$2,684.00
2. GRAVEL SHOULDERS AS PER DRAWING. INSTALL 22A GRAVEL AT 2' WIDE AT APPROXIMATELY 2" THICKNESS. BASED ON 1465 L.F. INCLUDES 56 TON 22A GRAVEL.	\$2,593.00
ESTIMATED TOTAL.....	\$5,277.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. The General Conditions attached hereto or appearing on the back side of this Proposal are hereby incorporated by reference.

Elmer's Authorized Signature
Name:

David H. Viswat
DAVID H. VISWAT

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Method of Payment

- ☐ Check/cash upon invoicing
☐ Charge by VISA/MC upon completion of work

Account # _____

Tax ID # _____

Elmer's reserves the right to request a credit report with this proposal.

Authorized Signature _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

By:

Its:

(Sign and return copy upon acceptance)

Date of Acceptance _____

A finance charge of 1.5% per month, which is an annual percentage rate of 18% per year, or a minimum charge of \$.50 per month, shall be applied to all accounts over 30 days past due.

When reviewing estimates and selecting a contractor:

- Always get multiple bids for a project. The lowest bid is not necessarily the best choice. Try to get an understanding of why one bid is significantly lower or higher than others; the reasons might change your decision.
- Get recent references from the contractors you are considering.
- Make sure the contractor has the appropriate business and builder licenses, as well as insurance.
- All project specifications and payment terms should be written in the contract.
- The best contractors provide a written warranty or guarantee.

Fully Bonded & Insured • Daily quality control checks for all products

PO Box 447
Beulah, MI 49617

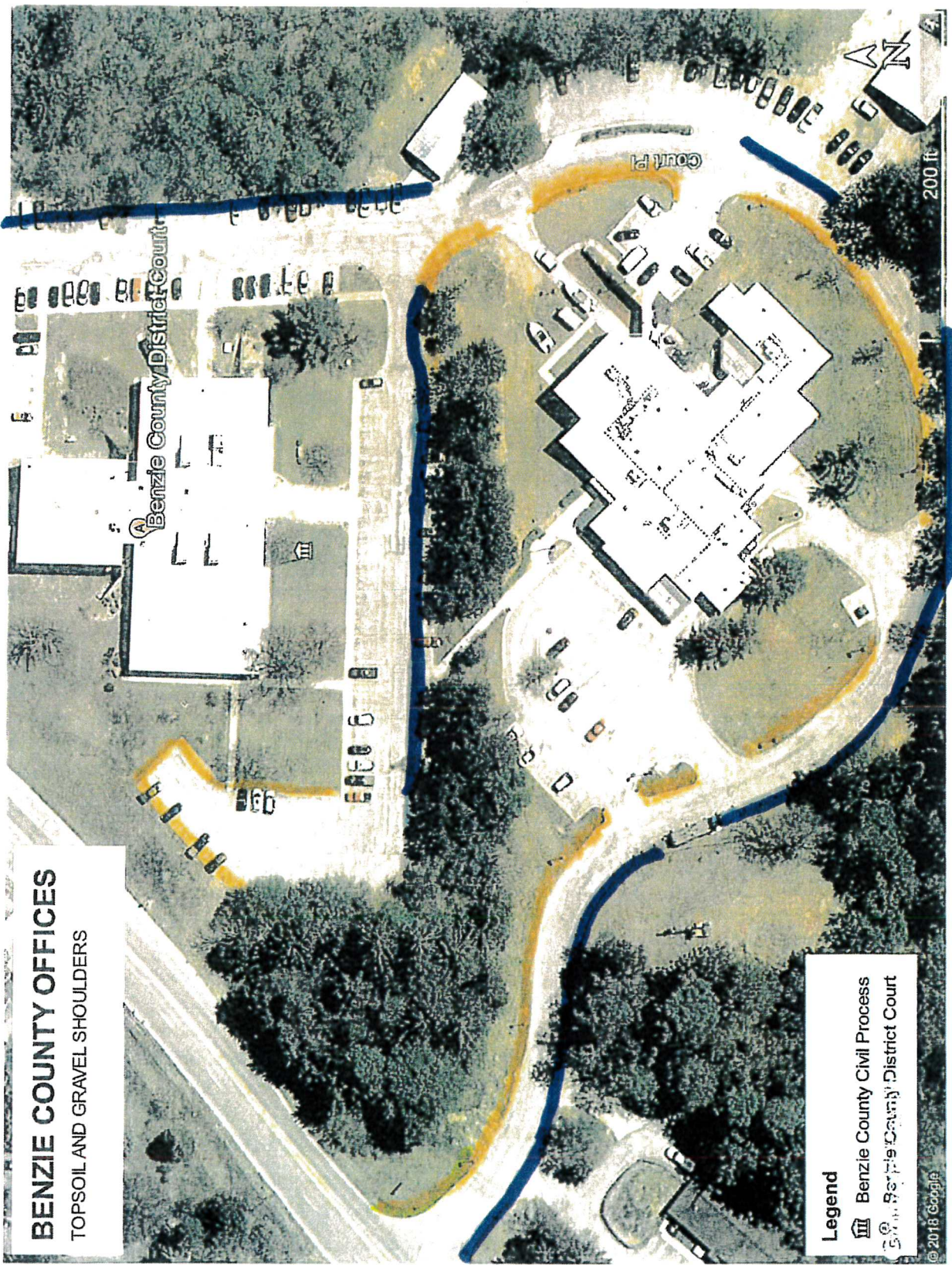
Date	Estimate #
7/29/2019	294

Bill To
Benzie County Government Center Attn: Rick Morris 448 Court Place Beulah, MI 49617

Project / Job Site

Description	Amount
40 yds topsoil 40 yds road gravel Black dirt and gravel edges of new asphalt, Government Center parking and road to US 31 Compact gravel Topsoil, seed and mulch *per discussion with Rick Morris	6,640.00
Total \$6,640.00	

Phone #	Fax #	E-mail
(231)357-3215	(231)882-7757	kerbys@hotmail.com



BENZIE COUNTY OFFICES
TOPSOIL AND GRAVEL SHOULDERS

Legend
Benzie County Civil Process
Benzie County District Court

GRAVEL
TOPSOIL



448 Court Place • Beulah, MI 49617

Memo To: Board of Commission
From: Mitchell D. Deisch, Administrator 
Date: August 14, 2019
Subject: Intergovernmental Transfer of Functions and Responsibilities Contract

As discussed during the 8/13/19 COTW meeting attached is the highlighted version of the intergovernmental transfer of functions contract between Benzie and Manistee County for the operation of the Regional Public Defender's office.

This contract was prepared and approved by Benzie County legal counsel.

Once the State of Michigan assigns grant fiduciary numbers for FY 2020, this information will be included in section 2.

Requested Action

The Benzie County Board of Commission is being requested to make a motion to approve the Intergovernmental Transfer of Functions and Responsibilities Contract with Manistee County and authorize the Chairperson to execute the contract.

FILED

AUG 21 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



448 Court Place • Beulah, MI 49617

Memo To: Board of Commission
From: Mitchell D. Deisch, Administrator *M D Deisch*
Date: Monday August 5, 2019
Subject: Intergovernmental Transfer of Functions and Responsibilities Contract between
Benzie County and Manistee County

Attached is the intergovernmental transfer of functions and responsibility contract between Benzie County and Manistee County for the oversight of the Regional Public Defenders Office (RPDO).

This document was drafted several months ago however, we have been waiting for the Michigan Indigent Defense Commission (MIDC) to approve the FY 19/20 RPDO budget that included a \$14,000 administrative fee for Manistee County to provide administrative services (payroll, AP, MERS, etc.) for the RPDO. Both Counties supported the concept of the administrative fee being received by Manistee County and supported the MIDC to include the \$14,000 into the RPDO budget, thus the MIDC will be covering the additional \$14,000 administrative fee. The MIDC has approved the RPDO 19/20 budget.

Like other costs, this administrative fee was an unattended consequence /potential unfunded mandate that resulted from the State law requiring enhanced indigent defense. Since this was an expenditure above of the Benzie County three-year indigent defense average, it should be paid for by the MIDC, not Benzie County.

If approved by the COTW, this will be officially considered by the BOC at their 8/27/19 meeting.

**AN INTERGOVERNMENTAL TRANSFER OF FUNCTIONS AND RESPONSIBILITIES
CONTRACT BETWEEN
THE COUNTY OF BENZIE AND THE COUNTY OF MANISTEE**

THIS INTERGOVERNMENTAL TRANSFER OF FUNCTIONS AND RESPONSIBILITIES CONTRACT ("Agreement"), made and entered into this ____ day of _____, 2019 by and between the County of Benzie, a municipal corporation and political subdivision of the State of Michigan ("Benzie County") and the County of Manistee a municipal corporation and political subdivision of the State of Michigan ("Manistee County").

RECITALS

WHEREAS, the Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, the Intergovernmental Transfers of Functions and Responsibilities Act, being MCL 124.531 et seq., (the "Act") gives effect to the Constitutional provision by providing that two (2) or more "Political Subdivisions" may enter into a contract with each other providing for the transfer of functions or responsibilities to one another upon the consent of each Political Subdivision involved in the contract;

WHEREAS, the Benzie County is a duly constituted government entity which also constitutes a "Political Subdivision" as defined in the Act;

WHEREAS, Manistee County is a duly constituted government entity which also constitutes a "Political Subdivision" as defined in the Act;

WHEREAS, the State of Michigan passed the Michigan Indigent Defense Commission (the "MIDC") legislation that requires all Counties to implement the first four standards to enhance indigent defense;

WHEREAS, the MIDC requires each County to implement the standards to enhance indigent defense;

WHEREAS, both Benzie and Manistee have cooperated in creating the Benzie/Manistee Regional Public Defenders Office to address the required standards developed by the MIDC;

WHEREAS, Manistee County is authorized by law to provide the services required by the MIDC for both Benzie and Manistee County; and

WHEREAS, the Counties believe that there will be significant advantages and benefits for indigent defense services through Benzie/Manistee Regional Public Defenders Office.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, Benzie County agrees to jointly implement the MIDC contract with the State of Michigan for the first four criteria and jointly agrees to work toward implementing the next four criteria once they are approved by the MIDC under the following terms:

1. **TERM AND TERMINATION.** This Agreement will begin on _____, 2019 and continue in full force and effect until terminated. Either county may terminate this Agreement, with or without cause, by giving a one (1) year written notice to the other county to the Agreement, prior to such Termination; provided, however, neither county may withdraw from this Agreement unless it has first satisfied any and all financial and/or other commitments for which it has become obligated during the term of the Agreement. If Manistee County provides written notice to Benzie County that it cannot lawfully fulfill the responsibilities and obligations transferred to Manistee County under this Agreement, through no fault of Manistee County, and that Manistee County is unable to obtain/restore its ability to fulfill those responsibilities and obligations; Manistee County may terminate this Agreement no earlier than 30 days from the date Benzie County receives the notice.
2. **GRANT FIDUCIARY.** Manistee County will act as the fiduciary for Grant # 2020- [REDACTED] with the State of Michigan to provide funds to the Benzie/Manistee Regional Public Defenders Office [REDACTED] (the "Grant Agreement"), which will provide required indigent defense in both counties as described in Grant Agreement which is incorporated by reference and attached to this Agreement as Exhibit 1. All grant funds will flow through Manistee County. Benzie County will submit all invoices associated with the Regional Public Defenders Office to Manistee County for reimbursement. The parties expressly recognize that due to the fact that Manistee County will act as the fiduciary for the Benzie/Manistee Regional Public Defenders Office, the State of Michigan only requires Manistee County to sign the grant agreement with the Michigan Indigent Defense Commission.
3. **EMPLOYMENT STATUS.** All employees of the Benzie/Manistee Regional Public Defenders Office shall be considered employed by Manistee County and will receive all benefits offered by Manistee County (the "designated employees"). The designated employees will be processed on the Manistee County payroll system, and to the extent possible, all bills for indigent defense for Benzie County will be submitted to and paid by Manistee County. Manistee County will provide a detailed quarterly accounting to Benzie County for Benzie's share of reimbursable expenses submitted to the State.
4. **COMPENSATION.** Manistee County shall receive \$14,000 from the Benzie County local share, as approved by the MIDC, in compensation for services rendered as the grant fiduciary. These services include payroll, accounts payable, and human resources as it relates to the joint county public defense system.
5. **HIRING/APPOINTMENT.** The designated employees will be paid a starting wage at hire or appointment as agreed upon by both counties. Further, both counties will have representation and participate in the hiring of the Regional Public Defender position.
6. **OVERSIGHT.** The Regional Public Defender shall report directly to the Benzie County Administrator and Manistee County Administrator/controller.

7. COMMITTEE. The Regional Public Defender will participate in the Joint Regional Public Defenders Office Committee made up of representatives of Benzie and Manistee Counties.
8. CONTRACTING. Contracts for necessary services, equipment leases, etc. may be executed by Manistee County after both County Administrators have reviewed and agreed in writing to the terms of said contracts and such expenditures are consistent with the budget appropriation and Grant Agreement. Copies of all executed contracts shall be provided to each County's Administrator.
9. BUDGETING. The County Controllers/Administrators annually to review this Agreement and discuss related budgetary matters.
10. LIBERAL CONSTRUCTION. The provisions of this Agreement and the Intergovernmental Transfers of Functions and Responsibilities Act of 1967, shall be liberally construed in favor of the enforceability and validity of this Agreement.
11. CONFLICTING STATUTORY PROVISIONS. If any provision of this Agreement conflicts with any statute of the State of Michigan providing for the authorization or performance of joint or cooperative agreements or undertakings between public agencies of this State, the provisions of such statute(s) shall control.
12. NOTICES. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by first class mail or email to the County Administrator.
13. WAIVERS. No failure or delay on the part of the parties to this Agreement in exercising any right, power, or privilege shall operate as a waiver nor shall a single or partial exercise of any right, power, or privilege preclude any other further exercise of any other rights, power, or privilege.
14. ASSIGNMENT AND SUBCONTRACTS. None of the parties shall assign or subcontract its duties and/or obligations under this Agreement without the prior written consent of the other party.
15. MODIFICATION OF AGREEMENT. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties.
16. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan.
17. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
18. COMPLETE AGREEMENT. This Agreement and any additional or supplemental documents incorporated by specific reference contains all the terms and conditions agreed by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind any party.

19. **INVALID PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
20. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Benzie County:

For Manistee County:

Chairperson Date

Chairperson Date

Administrator Date

Administrator Date

Asset Recovery & Management Services Contract Renewal

THIS ASSET RECOVERY & MANAGEMENT SERVICES CONTRACT RENEWAL ("Agreement") is entered into as of February 4, 2019 (the "Effective Date") by and between the **County of Benzie**, a municipal corporation and political subdivision of the State of Michigan, acting on behalf of the Benzie County Sheriff's Office (hereinafter referred to as the "County"), whose address is 505 S. Michigan Ave, Beulah, MI 49617 and **Concierge Corrections, LLC**, a Michigan limited liability company doing business as **Correctional Recovery** ("Contractor"), whose address is 4414 S. Pennsylvania Ave., Lansing, MI 48911.

RECITALS

WHEREAS, Contractor is in the business of recouping County assets previously expended on inmate medical bills by identifying opportunities requiring reimbursement by other responsible parties, including but not limited to, inmates individually and insurance companies.

WHEREAS, County desires to extend the existing the asset recovery services of the Contractor to aid in its recovery of prior paid off-site medical claims and implementation of asset management practices (collectively referred to as the "Services" and described in Exhibit A).

NOW THEREFORE, for consideration of the mutual covenants and agreements set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Relationship of the Parties.

1.1. Independent Relationship. County and Contractor intend to act and perform as independent contractors, and the provisions hereof are not intended to create any partnership, joint venture, agency or employment relationship between the parties. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for the payment of salaries, wages and other compensation due its staff for services they perform under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers' compensation insurance coverage for its employees, as required by law, and shall provide the County with proof of said coverage.

2. Term & Termination.

2.1. Term. The term of this Agreement shall be twenty-four (24) months, beginning on the Effective Date (the "Term"), and automatically renews for two successive terms of the same length ("Renewal Term") unless either party provides written notice to the other no

RECEIVED

AUG 22 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

less than sixty (60) days prior to the expiration of the Term or Renewal Term of its intent to terminate, or earlier as hereinafter provided. If neither party notifies the other party, then this Agreement shall continue for an additional Renewal Term.

2.2. Renewal. This Agreement may, upon mutual agreement between the parties and according to the terms of the existing Agreement, be renewed in one-year intervals, or any interval advantageous to the parties as agreed upon in a separate writing.

2.3. Mutual Agreement. This Agreement may be terminated at any time by mutual written consent of the parties.

2.4. Termination by County for Cause. County may terminate this Agreement without breach as follows:

2.4.1. In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Contractor, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of debtors by the Contractor, except for the filing of a petition in involuntary bankruptcy against Contractor which is dismissed within thirty (30) days thereafter. County may give notice of the immediate termination of this Agreement.

2.4.2. In the event Contractor shall materially breach or default in the performance of any material duty or obligation imposed upon it by this Agreement, and such default continues for a period of thirty (30) days after written notice thereof has been given to the Contractor by the County.

2.5. Termination by Contractor for Cause. Contractor may terminate this Agreement without breach as follows:

2.5.1. In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by County, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of debtors by County, except for the filing of a petition in involuntary bankruptcy against County which is dismissed within thirty (30) days thereafter, Contractor may give notice of the immediate termination of this Agreement.

2.5.2. In the event County shall materially default in the performance of any duty or obligation imposed upon it by this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof has been given to County by Contractor.

2.6. Termination by Contractor without Cause. Contractor may terminate this Agreement at any time, without cause, by providing County with ninety (90) days prior written notice of such termination.

2.7. Termination by County without Cause. County may terminate this Agreement at any time, without cause, by providing Contractor with ninety (90) days prior written notice of such termination.

2.8. Effect of Termination. Termination of this Agreement shall not affect County's financial responsibilities to Contractor prior to termination. A party's right to terminate this Agreement shall not be exclusive of any other remedies available to such party under this Agreement, in law or in equity.

3. Obligations of the Parties.

3.1. Meetings.

3.1.1. Progress Meetings. During the Term of this Agreement, the County's Manager (defined herein) and Contractor's Manager (defined herein) will jointly coordinate and schedule progress meetings to discuss the progress and performance of their respective obligations. Any technical or contractual issues may be discussed. Meetings will be held within a reasonable amount of time upon the County's written request.

3.1.2. Written Meeting Requirements. At each progress meeting, both parties may make available any written status reports for the alternative party. The written status report may contain, but is not limited to, the following: (1) any encountered problem, circumstance, or gained knowledge that would prevent completion of the Agreement and its obligations or may generate charges in excess of those previously agreed to; (2) any suggested remedy to encountered problems or circumstances; and (3) any other contractual concerns or topics either party wishes to discuss during the progress meeting.

3.1.3. Failure to Notify. In the event Contractor or County fails to specify in writing any problem or circumstance that materially impacts the performance of obligations set forth under this Agreement, including non-compliance by either party, of which Contractor or County had actual knowledge of, during the Term of this Agreement and should have included in its status report, the Contractor shall not be entitled to rely on such problem or circumstance as justification for Contractor's payment of percentage of reimbursed or reduced medical claims; however, the Contractor shall be relieved of its performance obligations to the extent the intentional acts or omissions of the County prevented such performance.

3.2. Obligations of the Contractor:

3.2.1. Contractor Contract Manager. The Contractor Contract Manager ("Contractor's Manager") identified below will be the single point of contact to the County's Manager and will assume responsibility for the coordination of all issues under this Agreement. The Contractor's Manager will meet with the County's Manager and/or others as necessary to resolve any conflicts, negotiate renewals or amendments, and address all issues related to this Agreement.

Melissa White, Co-Founder
4414 S. Pennsylvania Ave.
Lansing, MI 48911

(517) 908-3971
m.white@correctionalrecovery.com

3.2.2. Changes to the Contractor Manager. The Contractor's Manager may change at any time within Contractor's sole discretion. The Contractor shall provide written notice to the County within ten (10) business days of a change.

3.2.3. Insurance Coverage. The Contractor shall maintain applicable insurance for the duration of this Agreement, at its own expense, as required under state and federal law.

3.2.4. Legal Compliance. The Contractor shall fully comply with the following:

3.2.4.1. Maintain compliance with applicable Asset Recovery and Management standards;

3.2.4.2. Federal, state and local laws, rules, and regulations governing the Contractor's operations; and

3.2.4.3. Maintaining all applicable licenses and permits necessary for performance of the Services set forth in this Agreement.

3.2.5. Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 97-112, 87 Stat 355, and regulations adopted thereunder.

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

3.3. Obligations of the County:

3.3.1. County Contract Manager. The County Contract Manager (“County’s Manager”), identified below is the County’s single point of contact and will be responsible for the administration under this Agreement, negotiating renewals and amendments, and addressing any issues or concerns on behalf of the County. Written notices, requests, complaints or issues regarding this Agreement should be directed to the County’s Manager:

Name: [Lt. Daniel S. Smith](#)

Title: [Jail Administrator](#)

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

Phone: (231)882-4484

Email: dsmith@benzieco.net

3.3.2. Changes to County’s Manager. The County’s Manager may change, at any time, at the discretion of the County. The County shall provide written notice to the Contractor within ten (10) business days of a change.

4. Consideration and Billing.

4.1. Payments. Payments shall be made to: **Correctional Recovery, 4800 Collins Road Unit 27006, Lansing, MI 48909** (as amended from time to time).

4.2. Payment Schedule & Billing Cycle. Payments are to be remitted to the Contractor by the County, according to the following:

4.2.1. Contractor will bill the County four (4) times per month, or with greater frequency in Contractor’s sole discretion.

4.2.2. Payment is due on receipt. See Section 4.5.1 for penalties and interest.

4.3. Charges. Charges for the billing cycle include, but are not limited to:

4.3.1. Requested Charges. The Contractor will submit charges to the County after the County has received either reimbursed funds or savings (price reductions) for inmate off-site medical treatment.

4.3.2. Reimbursed Medical Claims. The Contractor shall be paid thirty-seven percent (37%) of the total amount of reimbursed medical funds received by the County.

4.3.3. Reduced Medical Claims. The Contractor shall be paid thirty-seven percent (37%) of the total amount saved by the County while utilizing the Asset Recovery/Asset Management.

4.4. Billing. Four (4) times per month, the Contractor will submit a detailed invoice to the County showing all billed medical claims and reimbursements for the month.

4.4.1. Price Adjustments. The County may request price adjustments via written separate agreement from the Contractor within fourteen (14) days of receipt of invoice. Contractor will evaluate and work with County to address all reasonable requests.

4.4.2. Insurance Billing. The County acknowledges that it has not been billing insurance *and will not bill insurance during the Term of this Agreement and Renewals* and the Contractor is responsible for and shall be reimbursed for all billed medical claims and reimbursements for the Term of the Agreement and Renewals.

4.5. Late Fees, Charges and Penalties.

4.5.1. County's failure to pay invoices within ~~fourteen (14)~~30 days of the date when due will cause Contractor to incur unanticipated costs and expenses, the exact amount of which are impractical or extremely difficult to ascertain, including, but not limited to, processing and accounting charges. —Therefore, any amount payable to Contractor by County under this Agreement, which are not received within ~~fourteen (14) days~~30 of the date when due, will be subject to a late charge of five percent (5%) of the amount due. The parties agree that such late charge represents a fair and reasonable estimate of the costs Contractor will incur by reason of such late payment. For purposes of this paragraph, the term "received" shall mean actual receipt by Contractor, not the mailing of any payment by County to Contractor.

4.5.2. Any invoice balance, late charges, or other sums payable to Contractor by County under this Agreement not paid as set forth herein will bear interest at a per annum rate of seven percent (7%). Payments shall be applied first to accrued interest, if any, and then to the unpaid principal balance.

—Any default in the payment of invoice, late fees, charges, or other sums will not be considered cured unless and until the late charges and interest due hereunder are paid by County to Contractor. —Contractor will have the same remedies as on default in the payment of the invoice. —The obligation hereunder to pay late charges and interest will exist in addition to, and not in the place of, the other default provisions of this Agreement.

4.5.3.

~~**4.5.3.** —The County shall pay for all costs of collection, including but not limited to reasonable attorney fees, in addition to any other remedy or right provided by law to the Contractor.~~

5. Recordkeeping and Retention Requirements. Both Parties agree to provide the requesting party and any of their authorized agents access to any records and reports required to provide Services and carry out the provisions of this Agreement.

- 5.1. Record Requests.** Parties must request all records and reports in writing, submitted to the applicable Contract Manager.
- 5.2. Report Requests.** Requested reports will be provided to both parties to assist in the analysis and management of asset recovery.
- 5.3. Record and Report Delivery.** Requested reports shall be delivered in ten (10) business days, unless otherwise agreed to in writing.
- 5.4. Retention Period.** The Contractor agrees to create and retain records and reports for a period of seven (7) years after either the completion date of this Agreement (expiration or termination date) or the conclusion of any claim, litigation or exception relating to this Agreement.

6. Indemnification and Liability.

6.1. Indemnification. The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees or agents which may arise out of this Agreement. The provisions of this Article shall survive the termination of the Agreement with respect to any claims or liability accruing before such termination.

~~**6.1.6.2.** To the extent permitted by law and without waiving governmental immunity, the County shall indemnify and hold harmless Contractor, Contractor's members, officers, directors, employees, subsidiaries, affiliates, agents, successors and assigns (collectively "Contractor's Indemnitees") from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the County or any of its officers, employees or agents which may arise out of this Agreement. and against any loss, damage, charges, liabilities, claims, expenses, suits or other causes of action of any nature whatsoever due to County's or County's employees', agents', contractors', subcontractors', sub-agents' intentional or negligent acts, errors or omissions (including all related attorney's fees, costs and expenses) and for any and all claims, demands, cause of actions, losses or liability (including attorney's fees, costs and expenses) for any and all claims, property damage or personal injury arising from any cause, except to the extent caused by Contractor's gross negligence or willful misconduct.~~ The provisions of this Article shall survive the termination of the Agreement with respect to any claims or liability accruing before such termination.

~~—~~ IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM

COUNTY'S USE OF CONTRACTOR'S INFORMATION DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT.

6.3.

~~6.1.1. Contractor's liability for damages stemming from this Agreement is limited to direct damages totaling no greater than twice the Agreement amount during the Term of this Agreement.~~

~~6.1.2.~~6.3.1. **Intellectual Property.** In the event of any claim by a third party against the County that the products or Services furnished under this Agreement infringe upon or violate any patent or copyright, the County shall notify the Contractor within ten (10) business days from the date the County knew or should have known of any violation. The Contractor shall defend such claim, in the County's name or its own, as appropriate, at the Contractor's expense. -The Contractor will indemnify the County against all costs, damages, and attorneys' fees that accrue as a result of such claim, with such indemnification conditional upon the following:

~~6.1.2.1.~~6.3.1.1. The County must promptly notify the Contractor of the claim in writing within ten (10) days of when the County knew or should have known of such violation;

~~6.1.2.2.~~6.3.1.2. The County will cooperate with the Contractor in the defense and any related settlement negotiations;

~~6.1.2.3.~~6.3.1.3. The Contractor will permit the County to participate in the defense and settlement of such claim, at the County's own expense, with counsel of its choosing;

~~6.1.2.4.~~6.3.1.4. The Contractor shall not enter into or agree to any settlement containing any admission or stipulation of guilt, fault, wrongdoing or liability on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent;

~~6.1.2.5.~~6.3.1.5. The Contractor has no obligation to any such third party claims, where no claim would have been brought but for County's modification or misuse of any software or hardware furnished or at issue.

7. General Provisions.

7.1. Assignment. The Contractor shall not assign, transfer or subcontract any portion of this Agreement without ~~providing a minimum of thirty (30) days written notice to the County~~prior written approval of the County. However, the Contractor may assign or subcontract its duties under this Agreement to Source_Billing. The Contractor agrees that any personnel substituted during the Term of this Agreement must be able to perform the requirements of the Agreement by industry standards.

7.2. Whole Agreement; Modification. This Agreement, including Exhibits A and B which are attached and incorporated by reference, superseded all prior agreements between the parties and there are no other agreements or understandings, written or oral between the parties regarding this Agreement, other than as set forth herein. -This Agreement shall not be modified or amended except by written document executed by both parties to this Agreement.

Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) when received if given in person, (ii) on the date of acknowledgment of receipt if sent by telex, facsimile or other wire transmission, (iii) one business day after being sent by overnight delivery service, or (iv) three (3) days after being deposited in the United States mail, certified or regular mail, postage prepaid, and shall be sent to the Contractor Manager and County Manager or as denoted in this Agreement.

7.3.

Contractor	County
Concierge Corrections, LLC, dba Correctional Recovery	County of Benzie
Attn: Melissa White	Attn:
4414 S. Pennsylvania Ave.	505 S. Michigan Ave
Lansing, MI 48911	Beulah, MI 49617
Phone: (517) 908-3971	Phone: (231)882-4484
Email: m.white@correctionalrecovery.com	Email:

~~7.3.~~ **Binding Effect.** Subject to Section 7.1, this Agreement shall be binding upon the parties hereto, and their successors, assigns, heirs and beneficiaries.

7.4.

7.4.7.5. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof. Contractor's acceptance of payment with knowledge of default by County shall not constitute a waiver of any breach.

7.5.7.6. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Northern Division, ~~and the parties agree that any claims concerning this Agreement must be brought in the First Judicial District in and for the County of Ingham, State of Michigan, and the prevailing party shall be responsible for its own costs and attorney fees.~~

7.6.7.7. WAIVER OF JURY TRIAL. CONTRACTOR AND COUNTY BY THIS ARTICLE 7.7 WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS AGREEMENT AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE CONTRACTOR AND THE COUNTY, OR ANY OTHER CLAIMS (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

7.7.7.8. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.8.7.9. Force Majeure. No party shall be liable for any failure to perform their obligations under this Agreement due to any cause such as war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters of any other cause or contingency beyond their control.

7.9.7.10. Time is of the Essence. Time is of the essence in this Agreement.

7.10.7.11. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to the Contractor, but the same shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or as may be deemed expedient.

7.11.7.12. RatificationCertification of Authority to Sign Agreement. The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has

~~been authorized by said parties. The County hereby ratifies and confirms its obligations under the Agreement, and represents and warrants to the Contractor that it has no defenses thereto. Additionally, the County affirms and ratifies that, as of the date hereof, (a) the Agreement is and remains in full force and effect, (B) county has no claims, counterclaims, set-offs or defenses against County arising out of the Agreement or in any way relating thereto or arising out of any other transaction between County and Contractor.~~

7.12.7.13. Language Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.13.7.14. No Obligation to Third Parties. Except as provided in this Agreement, none of the obligations and duties of the Contractor or County under this Agreement shall in any way or in any manner be deemed to create any obligation of Contractor or of County to, or any rights in, any person or entity not party to this Agreement.

7.14.7.15. Communications. County and Contractor agree that good communication between the parties is essential to the successful performance of this Agreement, and each pledges to communicate fully and clearly with the other on matters relating to the successful performance of Services under this Agreement.

7.15.7.16. Covenant of Further Assurances. The parties hereto agree that they will each take such steps and execute such documents as may reasonably be require by any of the other parties to carry out the intents and purposes of this Agreement.

7.16.7.17. Independent Legal Advice. The County recognizes that the information contained in this Agreement, or provided by the Contractor in support of its execution of the purpose of this Agreement and the Section governing the Covenant of Further Assurances, is not intended to be legal advice, and the County should confer with its attorney for any and all legal issues, positions or concerns related to the County.

7.17.7.18. Electronic Signatures and Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

[SIGNATURES FOLLOW ON NEXT PAGE]

The parties through their authorized agents have executed this Agreement as of the day and year first written above.

COUNTY:

County of Benzie

CONTRACTOR:

Concierge Corrections, LLC, dba
Correctional Recovery

Date:

Date:

By: Gary Sauer, Chairperson
Its: County Board of Commissioners
Founder

By: Melissa White

Its: Co-

APPROVED AS TO FORM FOR COUNTY OF BENZIE:

COHL, STOKER & TOSKEY, P.C.

By: MATTIS D. NORDEFJORD

On: August 13, 2019

Name _____

Title: _____

County Board Chair

Date:

By:

Its:

EXHIBIT A

SCOPE OF SERVICES

The Contractor will provide the County with services specifically regarding inmate off-site medical treatment. The Contractor will not service billing for expenses or fees outside of off-site medical treatment. The County will be responsible for any billing outside of off-site medical treatment even if the inmate receives off-site medical treatment.

The Contractor will provide the County with the following services outlined below (collectively referred to as the "Services"):

ASSET RECOVERY AND ASSET MANAGEMENT SERVICES:

- a. A process of recouping funds that have already been spent from a county's budget.
- b. Processing off-site medical claims and providing billing processes to ensure the responsible party is billed as applicable to state and federal laws.
- c. All offsite medical care is included in the billing services.
- d. Collection Services

The processes of Asset Recovery are, but not limited to the following:

- a. Reprocess off-site medical claims from the previous year, one year (12 months) from the date of service.
- b. Process off-site medical claims on the front end, at the point of inmate entry into a healthcare facility.
- c. Collection efforts to recover medical expenses from the responsible payer.
- d. Due diligence to make sure the county is payer of last resort.

EXHIBIT B

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Contract") is made by and between **Concierge Corrections, LLC**, a Michigan limited liability company doing business as **Correctional Recovery**, whose principal place of business is 4414 S. Pennsylvania Ave., Lansing, MI 48911 (hereafter "Business Associate"), together with the **County of Benzie and the Benzie County Sheriff's Office** (collectively referred to herein as the "County") for the benefit of, and behalf of the Benzie County Jail, ("Covered Entity"), located at 505 S. Michigan Ave, Beulah, MI 49617 expressly agree as follows:

Whereas, Business Associate has, is, and does perform various services for or on behalf of County that may or do in fact contain individually identifiable protected health information (hereinafter "PHI") as defined by § 160.103 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-005 ("the HITECH Act"), and other applicable laws and regulations.

Whereas, County, in order to meet its obligations to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services ("DHHS") as found in 45 C.F.R. Parts 160 through 164 (hereinafter HIPAA or DHHS regulations), and the HITECH Act, as such laws and regulations may be amended from time to time, seeks reasonable assurances from Business Associate that Business Associate will comply with the portions of those laws and regulations made applicable to business associates by the HITECH Act.

Whereas, County and Business Associate may desire to facilitate the services called for by this Contract by electronically transmitting and receiving data in agreed formats in substitution for paper-based documents and to assure that such transactions comply with relevant laws and regulations.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

Breach shall have the meaning specified in § 17921 of the HITECH Act as amended by the Omnibus Rule, Federal Register, Vol. 78, No. 17 / Friday, January 25, 2013 / Rules and Regulations, pp. 5566 *et seq.*

- A. **Business Associate** shall have the meaning specified in the Privacy Rule, the Security Rule, § 27938 of the HITECH Act, particularly 45 C.F.R. § 160.103, and the Omnibus Rule, and hereinafter refers to Correctional Recovery (also known as "Contractor" in affiliated Agreements).

- B. **Covered Entity** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule, and hereinafter refers to County.
- C. **Designated Record Set** shall have the meaning specified in 45 C.F.R. § 164.501.
- D. **Electronic Health Record** shall have the meaning specified in § 17921 of the HITECH Act as modified by the Omnibus Rule.
- E. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- F. **Protected Health Information (“PHI”)** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule.
- G. **Required by law** shall have the meaning specified in 45 C.F.R. § 164.103.
- H. **Secretary** shall mean the Secretary of the Department of Health and Human Services and those employees or agents designated to act on the Secretary’s behalf.
- I. **Security or Security Measures** means the administrative, physical, and technical safeguards and documentation requirements specified in the Security Rule.
- J. **Security Rule** shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- K. **Unsecured PHI** shall have the meaning specified in § 17932 of the HITECH Act and any regulations issued thereunder by the Department of Health and Human Services (“DHHS”).

2. **Obligations of the Business Associate.**

- A. If and to the extent that and so long as required by the HIPAA provisions of 42 U.S.C. §§ 1171 *et seq.* and regulations promulgated thereunder, and any additional security requirements contained in Subtitle D of Title IV of the HITECH Act that apply to County but not otherwise, Business Associate does hereby assure County that Business Associate will implement appropriate safeguards, including, but not limited to, the administrative, physical, and technical safeguards and documentation requirements of the Security Rule to protect the confidentiality, integrity, and availability of any electronic PHI that it may receive, maintain, or transmit on behalf of the County and will appropriately safeguard all PHI regardless of form or format.
- B. Business Associate agrees to mitigate, to the extent practicable, any harmful affect that known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.

- C. Business Associate agrees to report to County any use or disclosure of the PHI not provided for by this Contract or any security incident of which it becomes aware involving PHI of the County.
- D. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides PHI received from County agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- E. Business Associate shall get "downstream" business associate contracts in place with subcontractors that inform them that under the Omnibus Rule they now qualify as business associates.
- F. Business Associate shall make available PHI in accordance with applicable law.
- G. Business Associate shall provide to individuals who are the subject of PHI received from County their rights as made applicable to business associates of covered entities.
- H. Business Associate shall maintain standard records pursuant to this Contract and to provide such records and other necessary information to the County or to the Secretary as may be requested or required in writing and as permitted by law. Business Associate agrees that all records kept in connection with this Contract are subject to review and audit by the County upon reasonable notice and written request by the County.
- I. Business Associate agrees to document such uses and disclosures of PHI and information related to such disclosures as would be required for a covered entity to respond to a request for an individual for an accounting of uses and disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. Upon termination of this Contract by either party for any reason, Business Associate shall return or destroy all PHI received from County that Business Associate still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- K. Business Associate shall incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

3. Permitted Uses and Disclosures.

- A. In the event that Business Associate obtains or creates PHI, Business Associate may use or disclose such PHI only if such use or disclosure is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) as follows:
- a. Except as otherwise limited in this Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County, provided that such use or disclosure would not violate the Privacy and Security Rules if done by County.
 - b. Except as otherwise restricted by this Contract, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held confidential and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that the person(s) to whom Business Associate so discloses information notifies County of any instances of breach of confidentiality that such person is aware of.
- B. Upon termination of this Contract for any reason, Business Associate shall return or destroy all PHI received from County or created or received by Business Associate on behalf of County, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate may retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide County notification that return or destruction of the PHI is not feasible. Upon mutual agreement of the parties, that return or destruction is not feasible; Business Associate shall extend the protections of this agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible for so long as the Business Associate maintains the PHI.

4. Application of Civil and Criminal Penalties.

- A. If Business Associate violates any security provision specified above or §§ 1176 and 1177 of the Social Security Act, 42 U.S.C. §§ 1320d-5 and 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to County if it violates such security provisions.
- B. Business Associate shall be subject to audit of its security measures by the Office of the Inspector General ("OIG") of DHHS.

5. Information Breach Notification Requirements.

- A. Business Associate recognizes that County has certain reporting and disclosure obligations to the Secretary and others, including the individual, in case of a security breach of unsecured PHI. In cases in which Business Associate accesses, maintains, retains, modifies, records, stores, destroys, uses, or discloses PHI, Business Associate without unreasonable delay and in no case later than 60 days following discovery of a breach of such information shall notify County of any such breach. Such notice shall include the identification of any individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed during the breach.
- B. Business Associate shall be liable for the costs associated with such breach if caused by Business Associate's negligent or willful acts or omissions or the negligent or willful acts or omissions of Business Associate's agents, officers, employees, or subcontractors.

6. Miscellaneous.

- A. Business Associate shall maintain comprehensive general liability insurance throughout the term of this Contract in minimum limits of \$10,000.00 Dollars per occurrence or per claim and Two Million Dollars in the aggregate.
- B. In the event that Business Associate secures claims insurance coverage, it agrees to purchase an unlimited reporting endorsement upon the cancellation or termination of said coverage.
- C. Business Associate agrees to provide County a certificate of insurance evidencing such coverage before the effective date of this Contract and any renewals thereof.
- D. If Business Associate proposes to voluntarily cancel or not renew any existing coverage, change the carrier thereof, change the terms thereof, or reduce the limits of such coverage, Business Associate shall give written notice thereof to County, specifying the nature and proposed date of such proposed cancellation, nonrenewal, change, or reduction. If such proposed cancellation, nonrenewal, change, or reduction is not acceptable to County, within thirty (30) days after receipt of notice thereof from Business Associate, County may notify Business Associate of the termination of this Contract effective upon the date of such proposed cancellation, nonrenewal, change, or reduction.
- E. Business Associate agrees to indemnify and hold harmless County, its Board of Directors, officers, agents, employees, and personnel (hereinafter "Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the Business Associate's breach of its duties or the indemnifying party's errors or omissions within the terms of this Contract or vicarious liability of the County for any act or conduct of the Business Associate adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the Business Associate provided pursuant

to this Contract. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred because of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

- F. Documents; Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A and transaction sets that the parties by written agreement add to Appendix A (collectively "Documents"). All documents shall be transmitted in accordance with the standards set forth in Appendix A.
- G. Third-party Service Providers. The parties will transmit Documents electronically to each party, as specified in Appendix A, either directly or through any third-party service provider with which either party may contract. Either party may modify its election to use, not use, or change a third-party service provider upon thirty (30) days' prior written notice to the other party.
- H. Costs of Third-party Service Providers. Each party shall be responsible for the costs of any third-party service provider with which it contracts unless otherwise set forth in Appendix A.
- I. Liability for Acts of Third-party Service Providers. Each party shall be liable for the acts or omissions of its third-party service provider while transmitting, receiving, storing, or handling Documents or performing related activities for, with, to, or from such party, provided that, if both parties use the same third-party service provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such third-party service provider as to such Document.
- J. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive Documents.
- K. Signatures. Each party shall adopt as its signature ("Signature") an electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each Document transmitted by such party. Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify that such party originated such Document. Neither party shall disclose to any unauthorized person the Signature of the other party.
- L. Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Counter designated in Appendix A.
- M. Verification. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless

otherwise specified in Appendix A. A functional acknowledgment shall constitute conclusive evidence that the receiving party has properly received a Document.

- N. Integrity. The parties will take reasonable measures to protect the integrity of all documents and data. Neither party will insert any virus, key locks, or other programs into the system, regardless of whether or not a dispute exists between the parties. The receiving party will return the information in usable form upon request or at the end of the contract.
- O. Business Associate agrees that County may amend this Contract from time to time to the extent required by the provisions of 42 U.S.C. §§ 1171 *et seq.*, HIPAA, the HITECH Act, and regulations promulgated thereunder to ensure that this Contract is consistent therewith.

7. Term of Contract.

- A. The term of the Contract shall be effective as of the effective date set forth below and shall terminate when all PHI provided by County to Business Associate or created or received by Business Associate on behalf of County is destroyed or returned to County or, if it is not feasible to return or destroy such PHI, protections are extended to such PHI in accordance with the termination provisions above.
- B. Without limiting the rights and remedies of County elsewhere set forth in this agreement or available under applicable law, County may terminate this agreement without penalty or recourse to County if County determines that Business Associate has violated a material term of the provisions of this agreement and has not cured the breach to the satisfaction of the County, in the County's sole discretion.

[SIGNATURES FOLLOW ON NEXT PAGE]

IT IS SO AGREED

This combined Privacy and Security Business Associate Contract shall take effect the ____ day of _____, 2019, and is adopted and executed by:

CONTRACTOR/BUSINESS ASSOCIATE:
Concierge Corrections, LLC, dba
Correctional Recovery

Date

By: _____
Melissa White, Co-Founder

COVERED ENTITY:
Benzie County Sheriff's Office

Date

By: _____
Gary Sauer, Chairperson
County Board of Commissioners

APPENDIX A

TRANSACTION SET DOCUMENT LISTINGS

[The language below is to provide background and educate on the information parties are responsible for managing and maintaining.]

Each party will keep track of and maintain records of applicable transaction sets and document listings transmitted.

EDI Health Care Claim Transaction set (837) is used to submit health care claim billing information, encounter information, or both. Providers of health care services may send EDI to payers, either directly or via intermediary billers and claims clearinghouses. It is used to transmit health care claims and billing payment information between payers with different payment responsibilities where coordination of benefits is required or between payers and regulatory agencies to monitor the rendering, billing, and/or payment of health care services within a specific health care/insurance industry segment.

For example, a state mental health agency may mandate all healthcare claims, Providers and health plans who trade professional (medical) health care claims electronically must use the 837 Health Care Claim: Professional standard to send in claims. As there are many different business applications for the Health Care claim, there can be slight derivations to cover off claims involving unique claims such as for Institutions, Professionals, Chiropractors, and Dentists etc.

Parties use **EDI Health Care Claim Payment/Advice Transaction Set (835)** to make payments, send Explanations of Benefits (EOB) and providing Explanation of Payments (EOP) remittance advice, as well as to make a payment and send an EOP remittance advice only from a health insurer to a health care provider either directly or via a financial institution.

Employers, unions, government agencies, associations or insurance agencies can use **EDI Benefit Enrollment and Maintenance Set (834)** to enroll members to a payer. The payer is a healthcare organization that pays claims, administers insurance or benefit or product. Examples of payers include an insurance company, health care professional (HMO), preferred provider organization (PPO), government agency (Medicaid, Medicare etc.) or any organization that may be contracted by one of these former groups.



Benzie County EMS Policies and Procedures

SUBJECT: Financial Hardship

SCOPE: Applies to all Benzie County Residents.

PURPOSE:

Benzie County EMS hereinafter referred to as ("BCEMS") has established this policy in an order to maintain consistency in assisting uninsured and indigent patients who request a reduction or waiver of certain ambulance charges and/or copayment amounts. This policy outlines BCEMS's policies and procedures in relationship to the application and approval process for indigent patients. BCEMS will take into account the overall financial circumstances of the applicant and apply this policy consistently. If approved, BCEMS may elect to reduce or waive certain amounts which are due from patients who can successfully demonstrate that paying ambulance fees would cause significant financial hardship.

Policy:

BCEMS will take into account a range of factors when deciding whether the full payment of the ambulance charges will cause the applicant financial hardship. In making the decision whether to waive the fee, BCEMS will compare the amount earned, living expenses, assets and debts. Written verification, when available, may be required to substantiate and verify information contained in the financial hardship application. BCEMS uses a combination of the current year's federal poverty guidelines to help in determining if an applicant qualifies for a financial hardship waiver. In applying these guidelines, BCEMS will also consider and take into account any other income and expenses including money earned in the entire household. Income and employment status verification may be required; including tax returns; check stubs, etc.

1. Whether payment of the ambulance charges will affect the applicant's ability to pay for the following living expenses: food and clothes; rent or mortgage payments; any other basic needs; or any special needs (for a serious illness or disability)
2. Whether the applicant owns any assets, such as a car or house. Assets also include: investments; money in the bank; cash on hand for short term expenses; and money designated for special needs.
3. Whether the applicant has any debts.

PROCEDURE:

An application for a financial hardship waiver of ambulance charges and fees must be made in accordance with Benzie County EMS, hereinafter referred to as ("BCEMS"), policy entitled "Financial Hardship". Applicants can request and complete a Financial Hardship Application Form. The form can be obtained by calling (231) 325-0035/(231) 383-5779 or by visiting either Benzie County EMS station during normal business hours (8a – 5p, Monday through Friday). High call volumes may require staff to be out of the station. If applying in person, please be prepared to offer written verification of the necessary information about your financial circumstances. If you have difficulty performing any of these tasks, please contact BCEMS at (231) 325-0035/(231) 383-5779. Applicants are required to return the completed forms and submit all required documentation to BCEMS.

RECEIVED

AUG 22 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



Benzie County EMS Policies and Procedures

Required Information:

BCEMS requires independent information to support claims of financial hardship including verification of expenses and income. The information submitted will be treated confidentially and will only be reviewed by BCEMS administrative staff involved in processing requests for waiver of ambulance charges.

Time Frame:

After an application and verification information is received, BCEMS will consider the overall financial situation of the applicant and then render a decision as follows: BCEMS has designated the authority to review requested financial hardship waivers to the EMS Advisory Board. If the request is denied by the EMS Advisory Board, the Patient will be notified in writing as outlined in this policy. If the EMS Advisory Board recommends approving the requested financial hardship waiver, the request will be sent to the Benzie County Board of Commissioners for review and final approval. The Benzie County Board of Commissioners will have the final approval on all financial hardship requests.

Applicants will receive a notification letter outlining whether or not the application has been approved or rejected. If your request for waiver of the charges is rejected, BCEMS will provide the applicant with a written summary and explanation of its decision. BCEMS administrative staff will maintain all documentation related to the financial hardship waiver process. This documentation will include all supporting documentation including the waiver request and all documents provided in support of the request. Verification of ongoing qualification for financial hardship will be conducted at any time the applicant requests a waiver of ambulance charges or other applicable copayment amounts. In applying these guidelines, BCEMS will also consider and take into account all other income and expenses; including money earned in the entire household. Income and employment status verification may be required; including tax returns; check stubs, etc. Income shall be annualized from the date of request based on documentation provided, and upon verbal information provided by the patient or their designee. The annualization process will also take into consideration seasonal employment and temporary increases and/or decreases to income. Any denial of "financial hardship" discount request will be written and will include instructions for reconsideration. If additional documentation of financial need is received to support charity care, the request will be reviewed and considered per the above guidelines.



Benzie County EMS Policies and Procedures

Financial Hardship Application- Attachment A

Please complete the application and attached financial statement. Please return all forms and required documentation (in person or by mail) to Benzie County EMS 448 Court Place, Beulah, MI 49617, telephone 231-325-0035)

All information relating to financial hardship requests will be kept confidential.

Patient Name: _____

Address 1: _____

Address 2: _____

Telephone # : (_____) _____ - _____

DOB: ____ / ____ / ____ SS #: ____ - ____ - ____

Date of Service: ____ / ____ / ____ Alternate Date of Service: ____ / ____ / ____

Name of Person completing this Application (if different than patient listed above)

Telephone # : (_____) _____ - _____

Relationship to Patient: _____

NUMBER OF FAMILY MEMBERS (LIVING IN HOUSEHOLD): _____

PLEASE LIST ALL CURRENT EMPLOYERS:

IF UNEMPLOYED: HOW LONG?: _____

Employer 1: _____

Address: _____

Contact Person: Telephone: _____

Employer 2: _____

Address: _____

Contact Person: Telephone: _____

Employer 3: _____

Address: _____

Contact Person: Telephone: _____



Benzie County EMS Policies and Procedures

Financial Hardship Application (con't)

Please provide documentation of proof of income. Appropriate documentation of financial hardship would be one or more of the following:

1) Documented proof that patient is at the current federal poverty guidelines (see attachment A for current federal HHS guidelines).

Documents may include but not limited to:

- ~ W-2 withholding statements or unemployment check stubs for the past 90 days
- ~ Pay check stubs for the past 90 days for all persons employed in the home
- ~ Income tax return (most recent signed 1040 and/or W-2)
- ~ Proof of all other income received in the past 90 days
- ~ Application Forms from Medicaid or other State-funded medical assistance program
- ~ Forms from employers or welfare agencies.

2) Patient has other circumstances that indicate financial hardship. These can be situations such as:

- ~ Proof of all outstanding debts or bills (copies of bills, statements; late notices, etc.)
- ~ Proof of bankruptcy settlement (if applicable)
- ~ Catastrophic situations (death or disability in family, divorce) *or other documentation which demonstrates the patient would be unable to pay medical bills and still be able to pay for other basic necessary expenses.*

3) Please describe patient indigent circumstances:

MONTHLY FAMILY INCOME & SOURCE

Patient Spouse \$ _____
Monthly Salary (Gross) \$ _____
Public Assistance Benefits \$ _____
Unemployment Benefits \$ _____
Social Security Benefits \$ _____
Workman's Compensation \$ _____
Child Support \$ _____
Other (Alimony, Etc.) \$ _____

Subtotal: \$ _____

TOTAL FAMILY INCOME \$: _____

I HEREBY ACKNOWLEDGE THAT THE INFORMATION GIVEN HEREIN IS TRUE AND CORRECT. I AUTHORIZE Benzie County EMS TO VERIFY ANY INFORMATION CONTAINED IN THIS DOCUMENT FOR THE SOLE PURPOSE OF ASSESSING FINANCIAL NEED.

Signature of Person Making Request: _____ Date: _____

Printed Name of Person Making Request: _____ Date: _____



Benzie County EMS Policies and Procedures

Financial Hardship Application - Attachment B

2015 POVERTY GUIDELINES FOR THE 48

CONTIGUOUS STATES

AND THE DISTRICT OF COLUMBIA

Persons in family/household Poverty guideline

For families/households with more than 8 persons, add \$4,320 for each additional person.

Persons in family/household	Poverty guideline
1	\$12,490
2	16,910
3	21,330
4	25,750
5	30,170
6	34,590
7	39,010
8	43,430

2019 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

Thomas M. King
Benzie County EMS Director

Date 6/24/19

SECTION C: SECONDARY ROAD PATROL AND
TRAFFIC ACCIDENT PREVENTION PROGRAM APPLICATION

I. Application and Contract Signature Page


This application is made under P.A. 416, as amended, in the amount and for the purpose set forth. On the basis of the information provided in this application and detailed budget submitted by the county, an award will be made to the county in the amount and for the period stated, and is subject to the Contract Conditions and Requirements. This agreement becomes effective as of the date county representatives are notified by OHSP.

We certify that the information contained in this application including, but not limited to, the Methods and Procedures and Budget Detail, is accurate to the best of our knowledge. We agree to comply with P.A. 416, the Contract Conditions and Requirements, Generally Accepted Accounting Principles, and OHSP policies with the understanding that failure to do so is cause for termination of the grant.

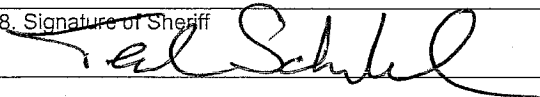
A. REQUESTOR INFORMATION

1. Applicant County Benzie County	2. Federal Employer ID Number 38-6004838
3. Fiscal October 1, 2019 to September 30, 2020	

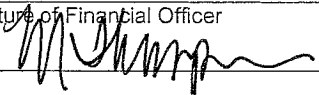
B. CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS

4. Name Gary Sauer	5. Telephone Number 231-882-0000	
6. Street Address 448 Court Pl	7. City Beulah	8. ZIP Code 49617
9. State Agency with which County EEO is on file: OFFICE OF MANAGEMENT AND BUDGET		
10. Signature of Chairperson 		11. Date 8-27-19

C. SHERIFF

12. Name Sheriff Ted Schendel	13. Telephone Number 231-882-4484	14. Email Address Tschendel@benzieco.net
15. Street Address 505 S. Michigan Ave	16. City Beulah	17. ZIP Code 49617
18. Signature of Sheriff 		19. Date 8/27/19

D. FINANCIAL OFFICER

20. Name Michelle Thompson	21. Telephone Number 231-882-0011	
22. Street Address 448 Court Pl.	23. City Beulah	24. ZIP Code 49617
25. Signature of Financial Officer 		26. Date 8/27/19

E. PRIMARY CONTACT PERSON FOR SRP PROGRAM

27. Name and Title Troy Packard, Sergeant	28. Telephone Number 231-882-4484
29. E-mail Address tpackard@benzieco.net	30. Fax Number 231-882-5814

Only original signatures will be accepted
FOR OHSP USE ONLY

Date Application Received	Contract Number
AUTHORITY: MCL 28.31, MCL 51.76, MCL 51.77, as amended	COMPLIANCE: Voluntary; however, failure to complete will result in a denial of funding

II. Maintenance of Effort Base Data

County-Funded Deputies

Report the number of county-funded, full-time certified deputies employed by, or budgeted for, the sheriff's department as of the dates indicated below. The source of funding for the deputies (i.e., other grants, local contractual arrangements, etc.) is not a deciding factor in determining whether the county meets the maintenance of effort requirement. **Do not include P.A. 416-Funded Road Patrol Deputies.**

County-Funded, Full-Time Certified Deputies	1) As of 9/30/78	2) Current	3) Budgeted for Upcoming Fiscal Year (October 1 – September 30)
Total Number	4	13	13
Number Whose Primary Duty is Road Patrol	4	9	9

III. Methods and Procedures

INSTRUCTIONS: Indicate how your department will utilize the funds allocated by selecting each box that describes an activity engaged in by your county's SRP Deputies. If "other" is selected, provide a description of the activity. All activities must be allowable under the provisions of P.A. 416 and must be consistent with the submitted budget.

- ☒ Patrol and monitor traffic violations on secondary roads.
- ☒ Investigate crashes involving motor vehicles on secondary roads.
- ☒ Provide emergency assistance to persons on secondary roads.
- ☒ Enforce violations of criminal laws which are observed by or brought to the attention of the sheriff's department while patrolling secondary roads.
- ☒ Enforce laws in state parks and county parks within the county.
- ☒ Provide a vehicle inspection program.
- ☒ Provide traffic safety information and education programs.
- ☐ Other (please describe)

☐ Additional Information: _____

IV. Resolutions, Contracts, and Law Enforcement Plan

- A. List each city or village which has requested, by resolution, that the sheriff's department provides services within its boundaries. If none, note N/A.

Note: Include a copy of each resolution. If any new resolutions are adopted during the fiscal year, immediately forward a copy to OHSP.

N/A

- B. List each township, city, or village that contracts with the sheriff's department to provide law enforcement services. If none, note N/A.

Note: Include a copy of each contract. If any new contracts are acquired during the fiscal year, immediately forward a copy to OHSP.

Lake Township
Village of Beulah
Crystal Beach Cottager's Association

- C. Include a copy of your most current Law Enforcement Plan with MSP for the unincorporated areas of the county.

Note: Law Enforcement Plans shall be updated at least every four years, following a sheriff's election.

Attached

INSTRUCTIONS: List all equipment and automobiles purchased in full or in part with P.A. 416 funds.

[illegible]

VI. Budget Detail

INSTRUCTIONS: The budget must be completed in detail and shall only cover the period for which this application is made.

Note: Round to whole dollar amounts (except in rates and calculations).

A. PERSONNEL

SALARIES AND WAGES			
POSITION TITLE	SALARY RATE	% OF TIME ON P.A. 416 ACTIVITIES	COST
Deputy Sheriff	22.02	100	45802
			\$
			\$
			\$
			\$
OVERTIME		100	2000
LONGEVITY			
		SUBTOTAL	\$47802

FRINGE BENEFITS		
FICA	PERCENT 7.65	\$3657
RETIREMENT	PERCENT 3.26	\$1558
HOSPITALIZATION	AVG/EMPLOYEE/MONTH \$	\$14,366
WORKERS COMPENSATION	RATE/\$100 IN WAGES \$51,241.20 x .0335 x 1.09	\$1745
OTHER INSURANCE (please identify)	Dental	\$1448
	Vision	\$306
	Cobra	\$275
	HRA	\$1755
	Life Ins, Disability, Short Term Disability	452
	SUBTOTAL	\$25562
	TOTAL PERSONNEL	\$73364

B. AUTOMOTIVE EXPENSES

INSTRUCTIONS: The County may choose to account for Automotive Expenses using ONE of the two following methods: Actual Automotive Expenses OR Mileage Reimbursement. The same method must be used to account for the costs in the SRP general ledger accounts.

ACTUAL AUTOMOTIVE EXPENSES		
DESCRIPTION OF EXPENSE (Include fuel, maintenance, insurance, etc.)	RATE	COST
Fuel	1500 gallons x 2.10	\$3150
Maintenance	100%	\$1500
Repairs	100%	\$1500
		\$
		\$
TOTAL AUTOMOTIVE EXPENSES		\$6150

OR

MILEAGE REIMBURSEMENT		
COUNTY COST PER MILE OF PATROL OPERATION	ESTIMATED MILES	COST
		\$
		\$
		\$
		\$
		\$
TOTAL AUTOMOTIVE EXPENSES		\$

C. EQUIPMENT

Must include detailed description of equipment to be purchased

DESCRIPTION	QUANTITY	PURCHASE PRICE	COST
			\$
			\$
			\$
TOTAL EQUIPMENT			\$

D. OPERATING EXPENSES

DESCRIPTION OF EXPENSE	RATE	COST
PRINTING/SUPPLIES	100%	\$200
CLEANING/CLOTHING ALLOWANCE	100%	\$600
TRAINING	100%	\$500
RADIO MAINTENANCE CONTRACTS	100%	\$350
MISCELLANEOUS (describe)		\$
TOTAL OPERATING EXPENSES		\$1650

TOTAL DIRECT COSTS (Personnel, Automotive, Equipment, and Operating)	\$81164
---	---------

E. INDIRECT COSTS

NOT TO EXCEED 5% OF TOTAL DIRECT COSTS	\$
--	----

TOTAL PROJECT COSTS (Direct + Indirect)	\$81164
STATE ALLOCATION	\$30005

F. BUDGET NARRATIVE

INSTRUCTIONS: Provide a narrative justifying and detailing the basis for determining the cost of the items included in each budget category. INCLUDE CALCULATIONS THAT AREN'T APPARENT ON PREVIOUS PAGES. Additional pages may be attached as needed.

One full-time Deputy Sheriff will be assigned to patrol secondary county roads within Benzie County.

The budget for wages and fringe benefits reflects the actual cost of providing a Deputy Sheriff according to the contract and standard county operating procedures.

The cost of automotive expenses is based on previous fuel gallons used for secondary road patrol. Maintenance and repairs is projected based on prior years and experience in fleet management.

Name and Title of Person Completing the Budget Troy Packard, Sergeant	Telephone Number 231-882-4484
Email Address tpackard@benzieco.net	

SHERIFF PATROL AGREEMENT

AGREEMENT, made this 8th day of April, 2019, between the County of Benzie (hereinafter designated "County"), the Benzie County Sheriff (hereinafter designated "Sheriff"), and, Crystal Beach Cottager's Association, Benzie County, Michigan (hereinafter designated "C.B.C.A.").

WITNESSETH

WHEREAS, Public Act 40 of 1967, as amended (MSA 5.916), MCL 45.406 (CL=29 Section 1351) and the PEOPLE v. Van Tubbergen, 249 Mich. App. 354, 366, 642 N.W. 2d 368, 374 (2002) authorizes the Sheriff to appoint Deputy Sheriffs to protect private interests,

AND WHEREAS, PA 486, 1978, MCLA 45.401 CL 29 Section 1346, MSA 5.911 Section 1346, MSA 5.911 Section 1, provides that Counties pay the salaries of Sheriff Deputies in lieu of fees,

AND WHEREAS, PA 237.1919, MCLA 45.401: MSA 5.911 provides that all fees collected by the Sheriff shall be paid to the County,

AND WHEREAS, MCLA 45.3 CL 29 Section 1101, MSA 5.283, provides Counties may make all necessary contracts in relation to the property and concerns of the County,

AND WHEREAS, the C.B.C.A. desires to enter into an agreement with the County for additional police protection by the Sheriff on its premises.

NOW, THEREFORE, in consideration of the promises and covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special police protection from 1851 S. Shore East to 2744 S. Shore East, for enforcement of all State Laws, subject to the terms and conditions hereinafter contained.

Along the aforesaid route to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the route based on where, in his professional judgment, the greatest hazards exist.


2. Within the limitations of available manpower, the Sheriff shall provide one Deputy Sheriff up to five (5) hours per week patrol time, the exact hours per day of the week to be decided by the Sheriff on the basis of his best professional judgment in regard to hazard times.


2a. The Sheriff agrees that the C.B.C.A. patrol shall spend at least 90% of available time in assignment of random stationary radar traffic enforcement where speeding is most likely to occur, when not responding or investigating complaints generated in the patrol area.

3. All deputy patrols shall be between the hours of 8:00 AM and 9:00 PM unless needs demand additional time changes.
4. The C.B.C.A. agrees to give the Sheriff a one (1) week notice of any additional time or change needed, subject to the limitation in paragraph 7.
5. All deputy patrols shall be maintained by a deputy who is a certified police officer in accordance with the MI Commission on Law Enforcement Standards (MCOLES).
6. All deputy patrols shall be operated by a sworn Deputy Sheriff in full uniform.
7. The C.B.C.A. shall reimburse the County of Benzie Forty-Seven Dollars (\$47.00) for each hour or part thereof for fractional hours; provided, however, the total amount required to be paid shall not exceed: (\$2,209) the amount required for a total of 47 hours. C.B.C.A. agrees to pay fifty percent (50%) (\$1,104.50) of the total proposed contract before service commences on July 1, 2019.
8. The patrols shall commence on July 1, 2019 and continue through September 2, 2019, or sooner, subject to the needs of the C.B.C.A.
9. The normal Sheriff's police protection shall be continued throughout the County and shall not be reduced as a result of the agreement contained herein, or as a result of additional police services provided herein.
10. The Deputy Sheriffs shall not be utilized by the C.B.C.A. for functions or duties other than those of a law enforcement or police protection nature.
11. All Deputies shall be full-time Deputy Sheriffs and be directly accountable to the Sheriff.
12. The Sheriff shall provide to the C.B.C.A. biweekly accounting of the hours, which the deputies have worked in accordance with this agreement. These biweekly reports shall include the applicable stationary radar hours so performed and in addition tickets and warnings issued. Billing for 2nd half shall be on or about August, 31st, 2019.
13. The C.B.C.A. shall draft a check payable to the County of Benzie and shall forward that document to the Benzie County Sheriff's Department, 505 S. Michigan Ave, Beulah, Michigan 49617, after services have been rendered to the C.B.C.A.

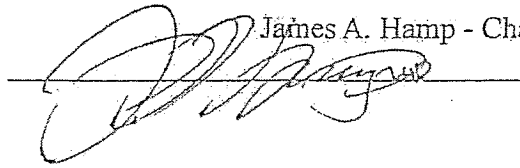
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie:


Gary Sauer, Chair


Ted Schendel, Sheriff

James A. Hamp - Chair, CBCA

A handwritten signature in black ink, appearing to read "J. A. Hamp", is written over a horizontal line.

SHERIFF PATROL AGREEMENT

AGREEMENT, made this 8TH day of April 2019, between the County of Benzie (hereinafter designated "County"), the Benzie County Sheriff (hereinafter designated "Sheriff") and Lake Township, Benzie County, Michigan (hereinafter designated "Lake Twp.").

WITNESSETH

WHEREAS, MCL 41.181 authorizes a township to contract with the Sheriff for special police protection with the boundaries of the township,

AND WHEREAS, PA 486, 1978, MCLA 45.401 CL=29 Section 1346, MSA 5.911 Section 1346, MSA 5.911 Section 1, provides that Counties pay the salaries of Sheriff Deputies in lieu of fees,

AND WHEREAS, PA 237.1919, MCLA 45.401: MSA 5.911 provides that all fees collected by the Sheriff shall be paid to the County,

AND WHEREAS, MCLA 45.3 CL 29 Section 1101, MSA 5.283, provides Counties may make all necessary contracts in relation to the property and concerns of the County.

AND WHEREAS, the Lake Twp., Benzie County, Michigan desires to enter into an agreement with the County for additional police protection by the Sheriff in the Twp. of Lake.

NOW, THEREFORE, in consideration of the premises and covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special patrol protection in the Township of Lake for enforcement of all State laws, subject to the terms and conditions hereinafter contained.

In the aforesaid area to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist or as requested by the Lake Twp. Supervisor.

2. Within the limitations of available manpower, the Sheriff shall provide one Deputy for extra patrol.
3. The extra patrol shall be from as needs demand. The area of patrol shall be: M-22 Platte River Bridge and Birch Trail Rd. (Illegal parking in No Parking Zones and parking with two wheels on the road of Birch Trail impeding traffic.) Lake Michigan Road including drive through Lake Twp. Parking lot. Deadstream Road from M-22 to Township limit near Miller's Resort Sign. Sutter Road, Crystal Drive and the complete Township.
4. Lake Twp., agrees to give the Sheriff a one (1) week notice of any additional time or change needed, subject to the limitation in paragraph 7.
5. All deputy patrols shall be supervised by a Command Officer.

6. A sworn Deputy Sheriff in full uniform shall operate all deputy patrols.

7. Lake Twp. shall reimburse the County of Benzie the sum Forty-Seven Dollars (\$47.00) for each hour or part thereof for fractional hours; provided, however, the total amount of contract shall be 320 hours bringing the final total due to Fifteen Thousand and Forty Dollars (\$15,040.00). Lake Township agrees to pay 50% of the total agreement amount before services commence on June 15, 2019 and final payment by September 15, 2019.

8. The patrols shall begin on Memorial Day Weekend May 25, 26, 27 2019 then commencing for the summer on June 15, 2019 through September 2, 2019 weekends, or sooner, subject to the needs Lake Township.

9. The normal Sheriff's police protection shall be continued throughout the County and shall not be reduced as a result of the agreement contained herein, or as a result of additional police services provided herein.

10. The Deputies shall not be utilized by Lake Twp. for functions or duties other than those of a law enforcement or police protection nature.

11. All Deputies shall be sworn Deputy Sheriffs and be directly accountable to the Sheriff.

12. The Sheriff shall provide to Lake Twp. a periodic accounting of the hours, which the deputies have worked in accordance with this agreement.

13. Lake Twp. shall draft a check payable to the County of Benzie for Fifty Percent (50%) and shall forward that document to the Benzie County Sheriffs Office, 505 S. Michigan Ave, Beulah, Michigan 49617, after services have been rendered to Lake Township.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie:

Gary Sauer, Chair

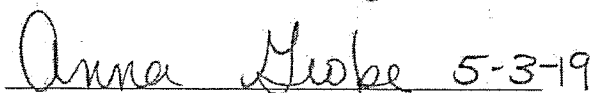


Ted Schendel, Sheriff



Lake Township

Anna Grobe, Supervisor

 5-3-19

SHERIFF PATROL AGREEMENT

AGREEMENT, made this 8TH day of April 2019, between the County of Benzie (hereinafter designated "County"), the Benzie County Sheriff (hereinafter designated "Sheriff") and the Village of Beulah, Benzonia Township, Benzie County, Michigan (hereinafter designated "Village of Beulah").

WITNESSETH

WHEREAS, MCL 51.76 authorizes a city or a village to contract with the Sheriff for special police protection with the boundaries of the city or village,

AND WHEREAS, PA 486, 1978, MCLA 45.401 CL=29 Section 1346, MSA 5.911 Section 1346, MSA 5.911 Section 1, provides that Counties pay the salaries of Sheriff Deputies in lieu of fees,

AND WHEREAS, PA 237.1919, MCLA 45.401: MSA 5.911 provides that all fees collected by the Sheriff shall be paid to the County,

AND WHEREAS, MCLA 45.3 CL 29 Section 1101, MSA 5.283, provides Counties may make all necessary contracts in relation to the property and concerns of the County.

AND WHEREAS, the Village of Beulah, Benzie County, Michigan desires to enter into an agreement with the County for additional police protection by the Sheriff in the Village of Beulah.

NOW, THEREFORE, in consideration of the premises and covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special patrol protection in the Village of Beulah for enforcement of all State laws, subject to the terms and conditions hereinafter contained.

In the aforesaid area to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist or as requested by the Village of Beulah President.

1. Within the limitations of available manpower, the Sheriff shall provide one Deputy for extra patrol.
2. The Deputy will work up to two (2) days per week, four (4) hours a day, with one being Friday, and one being Saturday. The schedule for HOLIDAY weekends is as follows:
 - A. July 4th, 2019: July 1,2,3,4, 2019 will be eight (8) hours shifts, for a total of thirty-two (32) hours.
 - B. Labor Day weekend: August 30,31 and September 1 & 2, 2019 will be eight (8) hours shifts for a total of thirty-two (32) hours.
 - C. All other weekends are to be scheduled for 4 hours on Fridays and Saturdays for a total eight (8) hours – total of other weekends are sixty-four (64) hours. Please an additional eight (8) hours covering the Beulah Art Fair.
 - D. Grand total for the summer schedule hours will be one-hundred-thirty-six (136) hours. Total amount due: $32+32+64+8 = 136$ hours x \$47.00 per hours = \$6,392.00.

THIS SCHEDULE CAN BE CHANGED AT THE REQUEST OF THE VILLAGE OF BEULAH PRESIDENT

3. Village of Beulah agrees to give the Sheriff a one (1) week notice of any additional time.
4. All deputy patrols shall be supervised by a Command Officer.
5. A sworn Deputy Sheriff in full uniform shall operate all deputy patrols.
6. All Deputy patrols shall be between the hours of 6:00pm and 4:00am unless needs demand additional time changes.
7. The Village of Beulah shall reimburse the County of Benzie the sum Forty-Seven Dollars (\$47.00) for each hour or part thereof for fractional hours; provided, however, the total amount of contract shall be 136 hours bringing the final total due to six-thousand-three-hundred-ninety-two dollars (\$6,392.00). The Village of Beulah agrees to pay 50% of the total agreement amount before services commence on July 1, 2019 and final payment by September 15, 2019.
8. The patrols shall begin on July 1, 2019 and continue through September 2, 2019, or sooner, subject to the needs of the Village of Beulah.
9. The normal Sheriff's police protection shall be continued throughout the County and shall not be reduced as a result of the agreement contained herein, or as a result of additional police services provided herein.
10. The Deputies shall not be utilized by Village of Beulah for functions or duties other than those of a law enforcement or police protection nature.
11. All Deputies shall be sworn Deputy Sheriffs and be directly accountable to the Sheriff.
12. The Sheriff shall provide to the Village of Beulah a periodic accounting of the hours, which the deputies have worked in accordance with this agreement.
13. The Village of Beulah shall draft a check payable to the County of Benzie for Fifty Percent (50%) and shall forward that document to the Benzie County Sheriffs Office, 505 S. Michigan Ave, Beulah, Michigan 49617, after services have been rendered to the Village of Beulah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie:

Gary Sauer, Chair

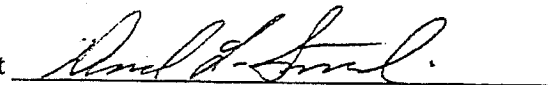


Ted Schendel, Sheriff



Village of Beulah

Dan Smith, President



**Law Enforcement Plan
Template
Secondary Road Patrol & Accident Prevention (SRP) program**

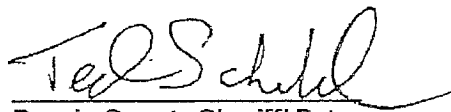
Public Act 416 of 1978 requires that the Sheriff of each county, the Director of the Michigan Department of State Police, and the Director of the Office of Highway Safety Planning (or their authorized representatives) shall develop a Law Enforcement Plan for the unincorporated areas of the county, and that the Plan shall be reviewed and updated periodically. What follows is suggested text, developed jointly by the Michigan Sheriffs' Association, Michigan Department of State Police, and the Office of Highway Safety Planning. Please add or delete whatever text is necessary to satisfy the needs of both the Sheriff and the Michigan State Police Post Commander. A copy of this text is available on disc by calling the Office of Highway Safety Planning at (517) 241-2520.

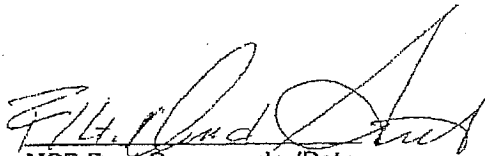
This Law Enforcement Plan is written pursuant to the provisions of Public Act 416 of 1978, as amended by Act 313 of the Public Acts of 1982, being sections 51.76 and 51.77 of the Michigan Compiled Laws. This Plan exists between the Benzie County Sheriffs Office and the Michigan Department of State Police (MSP) post at Cadillac as represented by the undersigned parties, and as referred to herein as the "Agencies."

The established principle of mutual cooperation and assistance between the two Agencies has served to enhance the level of law enforcement. It is, therefore, agreed between the Agencies that the following is the official policy with regard to patrolling roads within Benzie County:

- 1) The efficient, courteous, professional service to the public shall be the primary concern of both Agencies.
- 2) Both Agencies shall respond to any requests for law enforcement services within their respective jurisdictions.
- 3) Whenever this Plan conflicts with an existing Central Dispatch Agreement, the Agreement shall take precedence.
- 4) When either Agency receives an emergency call, such as a personal injury accident or a crime in progress, and is unable to respond immediately because of unavailability of personnel or distance from the scene, the call shall be referred to the other Agency which may be better able to respond promptly.
- 5) When it can be expected that the other Agency can respond more quickly, or be of assistance, it shall be the practice of both Agencies to promptly notify each other of all such emergency calls.
- 6) To the extent practical, the law enforcement officers of the Sheriff's Office who are assigned to the Secondary Road Patrol (SRP) program shall be directed to the county road system.
- 7) In those instances where county roads, because of geographic location, are more accessible to the Michigan State Police, that Agency shall, to the extent practical, incorporate into their patrol schedules those areas in a manner necessary to meet the needs of the public.
- 8) In those instances where state trunk lines or freeways, because of geographic location, are more accessible to the Sheriffs Office, that Agency shall, to the extent practical, incorporate into their patrol schedules those areas in a manner necessary to meet the needs of the public.
- 9) Whenever unusual conditions exist which require increased law enforcement services in their respective jurisdictions, both Agencies shall cooperate to meet such needs.

This Plan shall be reviewed periodically by the administrative heads of the two Agencies, and revised as agreed upon by both Agencies. A copy of this Plan, signed by both Agencies, shall be forwarded to the Office of Highway Safety Planning.


Benzie County Sheriff/ Date


MSP Post Commander/Date

Lease Program
Prepared For

Benzie County Clerk

Lease

Sharp MX 4051 Color Digital Copier

\$ 111.13

40 Image per Minute

Auto Document Feeder

Sorting

Auto Duplexing

Network Print

Network Scanning - Color Scanning

500 x 500 x 2,100 x 100 Paper Supply

Add Staple Finisher

Add Facsimile Kit

\$ 9.65

Walk up and network fax

\$ 120.78

Supply / Service agreement

Black & White copy / prints

\$0.009 per copy

Color copy / prints

\$0.05 per copy

Includes all toners (**incl Color**), drums, developers, parts and labor (Everything but paper)

Savings on Black & White Maintenance Agreement

\$528

Savings on Clor Maintenance Agreement

\$72

\$600 yearly

TEAM

FINANCIAL GROUP, INC. (Lessor)

Lease No.: 522602

Lessee: County of Benzie

LEASE AGREEMENT by and between County of Benzie, a(n) Michigan Municipality with its principal office at 448 Court Place Beulah, MI 49617, as Lessee, and TEAM FINANCIAL GROUP, INC., a Michigan Corporation with its principal office at 650 Three Mile Road NW, Suite 200, Grand Rapids, MI 49544, as Lessor.

DESCRIPTION OF EQUIPMENT: Equipment as described in Schedule A which is made a part hereof

SUPPLIER OF EQUIPMENT: Netlink Business Solutions

LOCATION: The equipment described above shall be located at 448 Court Place , MI 49617 and may not be removed without Lessor permission.

TERM/RENTALS: Term of this lease is 60 months. Number of periodic rent payments is 60. Lease will commence on the acceptance date and payments will be due monthly on the corresponding day of each month thereafter. Each lease payment will be \$120.97. Included with the first invoice will be a \$150.00 origination fee.

THE TERMS AND CONDITIONS OF THE LEASE ARE ATTACHED HEREOF AND ARE INCLUDED IN, AND MADE PART OF THIS LEASE. LESSEE HAS READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS OF THIS LEASE.

IN WITNESS WHEREOF, LESSEE EXECUTED THIS LEASE AS OF THE _____ DAY OF _____, _____

LESSEE: County of Benzie

LESSOR: Team Financial Group, Inc.

BY: ☒ _____
Authorized Signature and Title

BY: _____
Matt Maczka, President

☒ _____
Print or type full name

EQUIPMENT DELIVERY

On this date _____ physical possession was taken at our location of the first piece of equipment. Initials _____

ACCEPTANCE

I, acting on behalf of the Lessee named above, acknowledge that I have personally inspected all Items of Equipment described in the Lease (or if designated above, the Schedule). The Equipment has been received, inspected and installed to Lessee's satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Lease and the Supply Contract. Lessee hereby accepts the Equipment and acknowledges that the Lease (or Schedule, as the case may be) begins on the Date of Acceptance stated below. I understand that Lessor will, and Lessee hereby authorizes Lessor to, purchase the Equipment in reliance on this Acceptance Certificate. The term of the Lease (or Schedule) begins on the Date of Acceptance and Lessee's lease will start accumulating payments on such date. I am authorized to sign this Acceptance Certificate on behalf of Lessee. Capitalized terms used herein shall have the meanings assigned to them in the Lease, except, as the context shall require.

☒ _____
Date

☒ _____
Print Name

☒ _____
Signature

PURCHASE OPTION

Subject to Lessee having duly performed all of the terms and conditions of the lease #522602, between Lessee and Lessor, the Lessee shall choose one of the following options at the end of the term thereof.

1. Lessee may buy equipment described in said lease for \$1.
2. Lessee may re-lease equipment described in said lease over a period of 12 months.
3. Lessee may return equipment described in said lease to Lessor at Lessee's expense.

TERMS AND CONDITIONS OF LEASE:

1. LEASE OF EQUIPMENT: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described above and on any Schedule which may from time to time be made a part hereof (herein with all replacements, repairs, additions, substitutions and accessories called "Equipment") on the terms and conditions and for the term set forth on the face and reverse side hereof or on any Schedule hereto.

2. TERM, TERMINATION, NON-APPROPRIATION, AND RENEWAL OPTION: The initial term of the Lease with respect to each Item of Equipment shall commence on the date that is set out on the Schedule for that Item of Equipment (the "Commencement Date") and shall terminate on the last day of Lessee's current fiscal year (the "Initial Term"). The Lease term will be automatically renewed at the end of the Initial Term and any subsequent fiscal year for an additional one-year period (each, a "Renewal Term"), unless it is terminated as the result of non-appropriation of funds by Lessee. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the lease payments shall be as provided in the Schedule. The Initial Term and the subsequent Renewal Terms set forth in the Schedule for each Item of Equipment constitute the Lease Term (the "Lease Term"). The Lease Term will terminate upon the earliest of any of the following events: (i) The expiration of the Initial Term or any Renewal Term of this Lease and the non-renewal of this Lease in the event of non-appropriation of funds; (ii) A default by Lessee and Lessor's election to terminate the Lease; or (iii) The payment by Lessee of all payments required to be paid by Lessee hereunder for the Equipment. In the event sufficient funds shall not be appropriated for the payment required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for payment from other sources, then Lessee may terminate this Lease at the end of the then current Initial Term or Renewal Term, and Lessee shall not be obligated to make payments provided for in the Schedule of this Lease beyond the then current Initial Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination of Lease at least 60 days prior to the end of the then current Initial Term or Renewal Term. Lessee intends to continue the Lease Term through the Initial Term and all Renewal Terms and to pay the payment during the Initial Term and each of the Renewal Terms, provided that lawful appropriations therefor can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provision for such payments to the extent necessary in each fiscal year budget submitted and adopted in accordance with the applicable provisions of state law, to have such portion of the budget approved and to exhaust all available reviews and appeals in event such a portion of the budget is not approved. Lessee also agrees that it will not, during the Lease Term, give priority in the application of funds for the acquisition, retention or operation of any other functionally similar equipment. In the event that sufficient funds are not appropriated, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor or its assignee. Lessee shall have the option to renew this Lease for a renewal term following the end of the Lease Term as to all Items of Equipment listed on a Schedule, but not less than all of such Equipment, for the term and on conditions acceptable to Lessor. Lessee must give Lessor written notice of its intention to request this option not less than sixty (60) days before expiration of the Lease Term with respect to such Items of Equipment.

3. NET LEASE: This is a net lease. All lease payments and other sums payable by Lessee shall be paid promptly when due without notice or demand of any character. Lessee's obligation for the payment of the lease hereunder is and shall be absolute and unconditional and shall not be subject to any reduction, offset, counter-claim, abatement, suspension, deferment or diminution for any reason whatsoever, including without limitation any destruction or damage to the Equipment, any limitation of or interference with the use or possession of the Equipment or any component thereof (including any such limitation or interference arising out of any defect in Lessor's title to the Equipment), condemnation or requisition of the Equipment or any component thereof, or any other occurrence or circumstance (whether similar or dissimilar to those enumerated) which prevents the Lessee from using, possessing or enjoying the Equipment. Lessee waives (a) any and all existing and future claims and offsets against lease payments or other payments due to Lessor under this Lease, (b) all rights now or hereafter conferred by statute or otherwise to terminate or surrender this Lease or the Equipment or any component of the Equipment, and (c) any abatement, suspension, deferment, diminution or reduction of any lease payment or other sums payable hereunder on account of any such occurrence.

4. LEASE IRREVOCABILITY: Lessee agrees that its obligations under this Lease are absolute and shall continue in full force and effect regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure or delay in delivery, failure of the Equipment to properly operate, or any other cause and that its obligations shall not abate due to any claim or setoff against Lessor. If Lessee cancels this Lease prior to delivery or acceptance of the Equipment, Lessee shall pay to Lessor in addition to any advance lease payment and security deposit: (a) the value (at cost) of all Equipment ordered or purchased by Lessor prior to Lessee's cancellation, (b) all of Lessor's out-of-pocket expenses, including interest costs, and (c) a sum equal to 2% of the total lease payments for the term as liquidated damages, the exact sum of which would be extremely difficult to determine, to reasonably compensate Lessor for credit review, documentation preparation, ordering Equipment and other expenses. Lessee represents and warrants that all credit and financial information submitted to Lessor herewith or at any other time is true and correct.

5. WARRANTY INFORMATION; NO WARRANTIES BY LESSOR, DISCLAIMER OF IMPLIED WARRANTIES AND WAIVER OF DEFENSES: LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT LISTED HEREUNDER PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE. LESSOR, NEITHER BEING THE MANUFACTURER, SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTY, EXPRESSED OR IMPLIED, TO ANYONE, AS TO THE SUITABILITY, DURABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE EQUIPMENT INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR USE OR PURPOSE AND AS TO LESSOR AND ITS ASSIGNS, LESSEE LEASES THE EQUIPMENT "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED THE SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, MAINTAIN, ERECT, TEST, ADJUST OR SERVICE THE EQUIPMENT, ALL OF WHICH LESSEE SHALL PERFORM, OR CAUSE THE SAME TO BE PERFORMED BY QUALIFIED THIRD PARTIES. LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE OR OTHERS FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT HOWEVER ARISING, OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER OR OTHERS SHALL BE BINDING ON LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO LESSOR HEREIN. IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE A CLAIM ON ACCOUNT THEREOF AGAINST SUPPLIER, AND ANY OF SUPPLIER'S VENDORS. Lessor hereby assigns to Lessee, solely for the purpose of prosecuting such a claim, all of the rights which Lessor may have against Supplier and Suppliers of vendors for breach of warranty or other representations respecting the Equipment, regardless of cause and, Lessee will not assert any claim whatsoever against Lessor for loss of anticipatory profits or any other indirect, special or consequential damages, nor shall Lessor be responsible for any damages or costs which may be assessed against Lessee in any action for infringement of any United States Letters Patent. Lessor makes no warranty as to the treatment of this Lease for tax or accounting purposes notwithstanding any fees which may be paid by Lessor to Supplier or any agent of Supplier. Lessee understands and agrees that neither Supplier nor any agent of Supplier is an agent of Lessor or is authorized to waive or alter any term or condition of this Lease.

6. ORDERING EQUIPMENT: Lessor shall order Equipment from Vendor pursuant to its purchase order. Lessee shall arrange for delivery of Equipment so that it can be accepted in accordance with the terms hereof within 90 days after the date hereof. Lessee hereby authorizes Lessor to insert the serial numbers and other identification data of Equipment when determined by Lessor.

7. TITLE; PERSONAL PROPERTY; LOCATION; QUIET ENJOYMENT: Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee will not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof or which is thereafter placed thereon indicating Lessor's ownership thereof; and at any time during the Term, upon request of Lessor, will affix to the Equipment in a prominent place, labels, plates, or other markings stating that the Equipment is owned by Lessor. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this Lease or any statement or any instrument irrespective of this Lease showing the interest of Lessor in the Equipment to be filed or recorded and refiled and re-recorded and Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose. Lessee shall at its expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrances whatsoever, including but not limited to liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor against any loss caused thereby. Lessee shall not so affix the Equipment to realty so as to change its nature to real property and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed. Lessee shall keep the Equipment at the location shown hereon or any Schedule, and shall not remove the Equipment without the prior written consent of Lessor. Provided Lessee is not in default hereunder, Lessee shall quietly use and enjoy the Equipment subject to the terms hereof.

8. CARE AND USE: Lessee shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration, other than normal wear and tear; shall use the Equipment in the regular course of its business only, within its normal capacity, without abuse and in a manner contemplated by the manufacturer and shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment. Modifications, alterations or additions to the Equipment shall not be made without the written consent of Lessor, which shall not be unreasonably withheld. Modifications, repairs, alterations, additions, operating accessories and controls shall become a part of the leased Equipment, subject to this Lease and the property of Lessor. Lessor has the right, during business hours, subject to applicable law, to enter upon the premises where the Equipment is located to inspect, observe or remove the same, as provided herein or otherwise protect Lessor's interest. Lessee shall maintain and service the leased Equipment under service and maintenance agreements provided by the Manufacturer, if available, or other service and maintenance acceptable to Lessor.

9. RETURN OF EQUIPMENT: Upon the expiration of the Lease Term (including, without limitation, the Initial Term and all Renewal Terms) with respect to one or more Items of Equipment, provided that Lessee has fully and faithfully performed all of the terms, conditions and provisions of this Lease (including, without limitation, all Schedules with respect to such Item or Items of Equipment) with respect to such Item or Items of Equipment, and also provided that no Event of Default has occurred and is continuing, title to and such Item or Items of Equipment shall automatically transfer from Lessor to Lessee without requirement of further act or deed. Without limiting the generality of the foregoing, title to such Item or Items of Equipment shall NOT transfer from Lessor to Lessee at any time during which any Event of Default, or any act, occurrence or thing which would constitute an Event of Default with the giving of notice and/or the passage of any time or period or opportunity for cure, shall have occurred and be continuing. Any transfer of title under this paragraph shall be WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR THE CONDITION OF THE EQUIPMENT OR ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND SHALL BE A TRANSFER "AS IS". LESSOR'S ONLY WARRANTY OF TITLE TO SUCH ITEM OR ITEMS OF EQUIPMENT WILL BE THAT SUCH ITEM OR ITEMS OF EQUIPMENT AS WAS CONVEYED TO LESSOR BY LESSOR'S PREDECESSOR IN TITLE, AND THAT SUCH TITLE IS FREE FROM LIENS AND ENCUMBRANCES THAT AROSE FROM AN ACT OR OMISSION OF LESSOR OTHER THAN A CLAIM OF ANY PERSON OR ENTITY BY WAY OF INFRINGEMENT OR THE LIKE. SUCH TRANSFER OF TITLE WILL BE WITHOUT ANY OTHER WARRANTY BY LESSOR WITH RESPECT TO TITLE TO SUCH EQUIPMENT. The provisions of this paragraph are intended to be a complete exclusion and negation of any express or implied warranty by Lessor with respect to such Item or Items of Equipment, whether arising under the Uniform Commercial Code or any other law now or hereafter in effect, or otherwise, except the limited warranty of Lessor with respect to title to such Item or Items of Equipment as set forth above and only as set forth above.

10. LOSS AND DAMAGE: Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect. In the event of damage of any kind whatsoever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall, at Lessee's expense, (a) place the same in good repair, condition and working order; or (b) replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If the Equipment or any item thereof is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the aggregate amount of unpaid total lease payment for the balance of the Term or the amount of such unpaid total lease payment allocated by Lessor to the item or items involved plus Lessor's residual value, less the net amount of recovery, if any, actually received by Lessor from insurance or otherwise for such loss and damage.

11. **INSURANCE:** Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the aggregate amount of unpaid total lease payments for the balance of the term of this Lease, provided that the amount of such insurance shall be sufficient so that neither Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, both personal injury and property damage, covering the Equipment. All such insurance shall be in form and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums for such insurance and deliver to Lessor the policies of such insurance or duplicates thereof, or other evidence satisfactory to Lessor of the insurance coverage required hereunder. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. Lessee is liable for any deficiency after application of insurance proceeds.
12. **ASSIGNMENT:** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees for the governmental purposes of Lessee. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignees any claims or defenses by way of abatement, setoff, counterclaim, recovery, or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.
13. **PAST DUE PAYMENTS:** If Lessee shall fail to make any payments required under this lease within ten (10) days from the date said payment is otherwise due, Lessee shall pay to Lessor on demand, as a late charge and amount equal to five percent (5%) of each installment of lease payment which remains overdue or \$25.00, whichever is greater, as liquidated damages occasioned by such delay. All advances made by Lessor to preserve the Equipment or to pay insurance premiums or to discharge and pay any taxes, fees, penalties, liens or encumbrances thereon shall be added to the unpaid balance of lease payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of eighteen percent (18%) per annum until paid, or the highest rate permitted by law, whichever is less. A returned check or insufficient funds ("NSF") fee of \$30.00 will be charged to Lessee for Lessor's time and expense incurred with respect to a check that is returned for any reason, including, but not limited to, a check returned for insufficient funds or uncollected funds which charge is stipulated and agreed to be the greater of thirty dollars (\$30.00) or the actual bank charges incurred by Lessor, plus any amounts allowed by law.
14. **DEFAULT AND REMEDIES:** If any one of the following events shall occur: (a) Lessee fails to pay any lease payment or any other payment hereunder when due; or (b) Lessee fails to perform any of the terms, covenants or conditions of this Lease after ten (10) days' written notice; or (c) Lessee becomes insolvent or makes an assignment for the benefit of creditors; or (d) a receiver, trustee, conservator or liquidator of Lessee or all or a substantial part of its assets is appointed with or without the application or consent of Lessee; or (e) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, Lessor may, to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) declare the entire unpaid balance of lease payments for the unexpired term of the Lease or any Schedule thereto immediately due and payable and to similarly accelerate the balances due under any other leases between Lessor and Lessee without notice or demand; (ii) sue for and recover all lease payments, and other monies due Lessor and the present value of the unpaid balances of lease payments for the unexpired term of the Lease, plus the present value of Lessor's assumed Residual Value from the Equipment at the scheduled expiration of the Lease discounted to the date of default at five (5%) percent per annum, but only to the extent permitted by law; (iii) charge Lessee interest on all monies due Lessor from and after the date the same is due at the rate of one and one-half (1 1/2%) percent per month until paid but in no event more than the maximum rate permitted by law; (iv) require Lessee to return all Equipment, at Lessee's expense, to a place reasonably designated by Lessor or to recover possession of any or all items of Equipment without demand or notice, wherever same may be located, disconnecting and separating all such Equipment from any other property with or without any court order or pre-taking hearing, it being understood that facility of repossession in the event of default is a basis for the financial accommodation reflected by the Lease. Lessor may also sue for and recover from Lessee fair market value of the Equipment. Lessee hereby waives any and all damages occasioned by such retaking. Lessor may, at its option, use, ship, store, repair or lease all Equipment so recovered and sell or otherwise dispose of any such Equipment at a private or public sale. Lessor may expose and resell the Equipment at Lessee's premises at reasonable business hours without being required to remove the Equipment. Lessee shall also be liable for and shall pay to Lessor all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and Lessor's reasonable attorneys' fees. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the term of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. If this Lease is determined to be subject to any laws limiting the amount chargeable or collectible by Lessor then Lessor's recovery shall in no event exceed the maximum amounts permitted by law.
15. **FURTHER ASSURANCES:** Lessee agrees to deliver to Lessor, its successors and assigns, upon request of Lessor, such interim or annual financial statements, certificates, acknowledgements, consents, and any other instruments, all in form and substance satisfactory to Lessor which Lessor may, in its sole discretion, determine to be necessary or proper to confirm any or all of the representations and agreements made by Lessee hereunder or to facilitate the assignment by Lessor of its right, title and interest to the Equipment, this Lease or the lease payments. LESSEE HEREBY APPOINTS LESSOR OR ITS ASSIGNEE ITS TRUE AND LAWFUL ATTORNEY IN FACT TO EXECUTE ON BEHALF OF LESSEE ALL UNIFORM COMMERCIAL CODE FINANCING STATEMENTS WHICH, IN LESSOR'S DETERMINATION, ARE NECESSARY TO SECURE LESSOR'S INTEREST IN SAID EQUIPMENT IN ALL JURISDICTIONS WHERE SAID EQUIPMENT IS OR WILL BE LOCATED.
16. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS:** In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but shall not be obligated to effect such compliance on behalf of Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance shall be deemed to be additional payment, and shall be paid by Lessee to Lessor at the time of the next payment, together with interest at the rate of one and one-half (1 1/2%) percent per month, but in no event more than the maximum permitted by law.
17. **INDEMNITY:** Lessee shall indemnify, protect and save and keep harmless the Lessor, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever nature, arising out of the use, condition (including but not limited to, latent and other defects and whether or not discoverable by it), or operation of any item of Equipment, regardless of where, how and by whom operated; or, in the event Lessee shall be in default hereunder, arising out of or resulting from the condition of any item of Equipment sold or disposed of after use by Lessee. Lessee shall be liable for the expenses of the defense of the settlement of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings, if the defense or settlement of any such action is tendered by Lessor. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the cancellation or termination of this Lease, whether by expiration of time, by operation of law, or otherwise. Lessee is an independent contractor and nothing contained in this agreement shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.
18. **GOVERNING LAW; JURISDICTION AND VENUE:** This Lease shall be binding when accepted in writing by an officer of Lessor in the State of Michigan and shall be governed by the laws of the State of Michigan, provided, however, in the event this Lease or any provision hereof is not enforceable under the laws of the State of Michigan then the laws of the state where the Equipment is located shall govern. Lessee consents to the personal jurisdiction of the Federal District of competent jurisdiction or any state court within Michigan with respect to any action arising out of this Lease or the Equipment, provided, however, Lessor may, in its sole discretion, enforce this Lease in any state having lawful jurisdiction thereof.
19. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE:** (a) Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code"). (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Lease under the terms and provisions of the resolution of its governing body, by appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease, and Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the equipment hereunder. (e) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Initial Term and all Renewal Terms. (g) The Lease has been duly authorized, executed and delivered by the Lessee and is a legal, valid and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms. (h) The Lessee's execution and delivery of this Lease and the performance of its obligations hereunder will not be inconsistent with the Lessee's enabling legislation, do not and will not contravene any law, governmental rule or regulation, judgment or order applicable to the Lessee, and do not and will not contravene any provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which the Lessee is a party or by which it is bound. (i) Neither the consent or approval of, nor the giving of notice to, registration with or taking of any action with respect of or by, any federal, state or local governmental agency or instrumentalities required with respect to the Lessee's execution, delivery and performance of this Lease. (j) Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000. (k) Lessee shall use the Equipment only for essential, traditional government purposes. (l) This lease is a conditional sale or a \$1 out purchase option. Lessee shall be responsible for reporting the leased equipment on Schedule A of the Michigan Personal Property Return and paying the personal property taxes of the local jurisdiction. If for any reason Lessee does not pay the personal property tax, Lessee agrees to reimburse Lessor for any taxes paid on the equipment plus a service fee equal to 10% of the tax submitted for remitting the personal property tax.
20. **NOTICES; MISCELLANEOUS:** All notices and consents shall be in writing and shall be deemed given when sent via air courier, when mailed, certified mail, return receipt requested, postage prepaid, to the address of the party to whom intended set forth on the face of this Lease or to such other address as such party shall have designated by notice in writing to the other party. This Lease, consisting of the foregoing and the reverse side hereof, constitutes the entire agreement among the parties and may not be changed or cancelled orally, but only in writing signed by the party to be charged. This Lease shall be binding upon the successors and assigns of the parties. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision hereof. If more than one Lessee is named in the Lease, the liability for each shall be joint and several. This Lease constitutes the entire writing between Lessee and Lessor. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, expressed or implied, which are not specified herein regarding this Lease or the Equipment leased hereunder. Any terms and conditions of any purchase order of other documents submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease.



Initials _____

TEAM

FINANCIAL GROUP, INC.

Lease No.: 522602

Lessee: County of Benzie

Schedule "A"

Attached hereto and made part of Lease #522602

Suppliers of Equipment: Netlink Business Solutions

Description of Equipment:

<u>Quantity:</u>	<u>Serial #/VIN:</u>	<u>Description:</u>
1	_____	Sharp MX 4051 Color Digital Copier
1	_____	Sharp MX DE28 Paper Deck
1	_____	Sharp MX FX15 Fax Kit
1	_____	Sharp Finisher
1	N/A	Sharp TR19 Fax output tray

☒ Initials _____ ☒ Date _____

MICHIGAN SALES AND USE TAX CERTIFICATE OF EXEMPTION

This certificate is invalid unless all four sections are completed by the purchaser.

Section 1: Check one of the following:

- ☐ One time purchase.
☐ Blanket certificate

The purchaser hereby claims exemption on the purchase of tangible personal property and selected service made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Section 2: Items covered by this certificate:

- ☐ All Items purchased
☐ Limited to the following items: _____

Section 3: Basis for exemption claim. Check one of the following:

- ☐ For Resale at Retail. Enter Sales Tax License Number: _____
☐ For Lease. Enter Use Tax Registration Number: _____

The following exemptions DO NOT require the purchaser to provide a number:

- ☐ For Resale at wholesale
☐ Agricultural Production. Enter percentage: _____ %
☐ Industrial Processing. Enter percentage: _____ %
☐ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type organization)
☐ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form)
☐ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form)
☐ Rolling Stock purchased by an Interstate Motor Carrier
☐ Direct Mail (delivered to multiple taxing jurisdictions - purchaser assumes tax payment obligation)
☐ Other (explain): _____

Section 4: Certification:

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including reimbursement to the vendor for tax and accrued interest.

Lease No.: 522602

Purchaser:

County of Benzie

448 Court Place

Beulah, MI 49617



Authorized Signature

Title



Printed Name



Date

TEAM

FINANCIAL GROUP, INC.

ACH DEBIT AGREEMENT

As an added convenience for our customers, **Team Financial** offers the option to automatically debit your monthly lease payment from your business checking account from any financial institution. It takes up to 30 days to set up your lease payments to automatically debit and the payment **must** be debited from your **checking account**. Payments due on a non-business day will be automatically debited the first business day following your payment due date. Please complete the form below and return to us with your Lease Agreement, via fax (616-735-2392) or mail to us at 650 Three Mile Rd NW, Suite 200, Grand Rapids, MI 49544. Also include a copy of your Deposit Ticket.

We appreciate your business and hope you will continue to think of Team Financial Group for your equipment financing needs. You may contact us at 616-735-2393 or 888-607-8326 if you have any questions.

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

I (we) hereby authorize **Team Financial Group, Inc.**, to initiate debit entries to my (our) **Business Checking Account** indicated below at the financial institution named below. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Financial Institution _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

(Must be Checking Account)

Payment Amount _____ Payment Due Date _____ Beginning On _____

(Require 30 days to set up ACH)

Company Name _____ Name(s) _____

(Please Print)

Date _____ Signature _____

Lease No. _____

NOTE: DEBIT AUTHORIZATIONS MAY BE TERMINATED BY SENDING WRITTEN NOTIFICATION 30 DAYS IN ADVANCE.

TEAM

FINANCIAL GROUP, INC.

Phone: (616) 735-2393

Fax: (616) 735-2392

Email: info@teamfinancialgroup.com

LEASE CLOSING

INSURANCE

Insurance Company Name



Insurance Company Contact



Insurance Company Phone Number



FED ID NUMBER

(10% & FMV Leases)

LOCAL TOWNSHIP

COUNTY

INVOICE INFO

(If different than lease)

Billing Address

City, State Zip

Attn:

PROFESSIONAL SERVICES AGREEMENT

Between

BENZIE COUNTY

and

ALL ACCESS CARE PLLC

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the BENZIE COUNTY, a Michigan political subdivision, located at 448 Court Pl, Beulah, MI 49617 ("COUNTY"), and ALL ACCESS CARE PLLC a Michigan Domestic Professional Limited Liability Company of 329 N. Jebavy Drive, Ludington, MI 49431 ("PROVIDER").

STATEMENT OF INTENT

The COUNTY desires to contract with PROVIDER for the provision of certain professional services in connection with Medical Services to the Benzie County Jail and its (hereinafter "SERVICE"). The specific services PROVIDER to provide are listed in the attached Proposal (Exhibit A).

In consideration of the mutual covenants hereinafter contained herein COUNTY and PROVIDER agree as follows:

1. Services to be provided by PROVIDER.

PROVIDER shall provide the services detailed in Exhibit A which is incorporated fully herein. In doing so, PROVIDER shall:

- a. Coordinate the SERVICE and maintain open communication with COUNTY personnel;
- b. Collect, review, and analyze pertinent documentation;
- c. Meet with COUNTY administration and department heads for implementation of the SERVICE;

2. Term of Agreement; Termination

PROVIDER shall commence performance of the services and obligations required of it hereunder on the __1st day of October 2019. The term shall automatically renew each year unless negotiations ensue prior to October 1 of a following year.

If PROVIDER fails to fulfill in a timely and proper manner its obligations under this AGREEMENT, or shall violate any of the covenants, agreements and stipulations herein, the COUNTY shall give PROVIDER written notice of such breach, and in the event that PROVIDER has not remedied such breach within thirty (30) days, the COUNTY, within its sole discretion, may terminate this Agreement. Such termination shall

take immediate effect upon the second day after notice thereof is sent to the PROVIDER, unless such notice of termination is given by email, in which case, such termination shall take effect within 24 hours after such email is sent to PROVIDER. It is expressly understood and agreed by PROVIDER that in the event of a breach of this Agreement and its termination by the COUNTY, the COUNTY reserves the right to seek any other remedies available at law and/or in equity.

3. Compensation.

PROVIDER shall be compensated as detailed in the Fee Schedule on the attached Exhibit A which amount includes all professional services and SERVICE-related expenses. The COUNTY will be invoiced monthly for work completed in the prior month. Invoices are payable within thirty (30) days of submission. Invoices may be submitted by email to the Benzie County Jail at: smills@benzieco.net and dsmith@benzieco.net.

The total compensation to be paid to PROVIDER by the COUNTY shall not, however, exceed \$133,965.96 without the further written approval of the COUNTY.

4. COUNTY'S Responsibilities.

The COUNTY will make available information in its possession which is reasonably required for PROVIDER to perform its required services. Such data will be made available as promptly as possible. COUNTY personnel will be made available to meet with and respond to inquiries of the PROVIDER in a timely manner. The COUNTY will make timely payments of the compensation due to the PROVIDER as set forth in Section 3 of this Agreement.

5. Compliance With Law.

PROVIDER shall provide all the services to be performed under this Agreement in compliance with all applicable Federal, state and local laws, ordinances, rules and regulations.

6. Independent Contractor.

PROVIDER is engaged by The COUNTY as an independent contractor and shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from the COUNTY as to relevant COUNTY policies and procedures.

7. Indemnification and Hold Harmless

PROVIDER shall, at its own expense, protect, defend, indemnify and save harmless Benzie County, its elected and appointed officers, employees, servants and agents from any and all liability resulting from any acts, omissions or negligence of PROVIDER, its employees, agents or subcontractors that may arise out of the services to be provided by PROVIDER under this AGREEMENT.

8. Insurance.

PROVIDER shall maintain, for the duration of this Agreement, insurance policies, including Automobile, Worker's Compensation, Professional Liability and General Business Liability in such amounts as determined by the COUNTY, and shall name COUNTY as an Additional Insured on said policies. PROVIDER shall provide the COUNTY with written evidence of same prior to commencing performance under this AGREEMENT. If there are any changes in such policies, PROVIDER shall notify COUNTY forthwith. If any such changes would result in lessening the coverage in effect for the COUNTY's protection, said change shall not be made without the prior written approval of the COUNTY.

9. Modifications, Amendments or Waivers.

All modifications, amendments or waivers of any provision of this AGREEMENT may be made only by the written mutual consent of the parties hereto.

10. Assignment or Subcontracting; Key Personnel

PROVIDER shall not assign, subcontract or otherwise transfer its duties and/or obligations under this AGREEMENT, beyond the limits described in the attached PROPOSAL, unless expressly approved in writing by the COUNTY.

In making this Agreement, the County has relied on the availability and personal involvement of certain key personnel of the PROVIDER'S staff and said key personnel being assigned to work on the SERVICE. Such key personnel shall not be removed from responsibility for the PROVIDER'S services under this Agreement without consultation with and approval by the COUNTY. Such key personnel include Dr. Michelle Kuster D.O.

11. Notice.

Any notice required by this AGREEMENT shall be given by first class mail with proper postage prepaid thereon and/or by email. Notice given by first class mail shall be deemed effective upon the second day following the mailing of said notice, unless said notice is given by email in which case said notice shall be deemed received 24 hours after such email notice is sent.

Notices shall be addressed to each party as follows:

To the COUNTY: Benzie County

448 Court Pl

Beulah, MI 4961

mdeisch@benzieco.net

To the PROVIDER: Dr. Michelle Kuster D.O.

329 Jebavy Drive

Ludington, MI 49431

michelle@thekusters.com

12. Entire Agreement

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AMONG THE PARTIES TO IT AND SUPERSEDES ANY PRIOR UNDERSTANDING OR AGREEMENT WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED. THIS AGREEMENT MAY BE AMENDED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY ALL THE PARTIES TO IT.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement by their duly authorized representatives on the date and year first above written.

BENZIE COUNTY

By _____
GARY SAUER
Supervisor

ALL ACCESS CARE PLLC

By _____
DR. MICHELLE KUSTER D.O.
Director

I. EXECUTIVE SUMMARY

All Access Care met with Sheriff Schendel of Benzie County Sheriff's Department, after expressing an interest of engaging in possibly a new medical service. All Access Care was asked to prepare a proposal for rendering Medical Services to Benzie County Jail and its inmates. The Benzie County Jail has provided All Access Care a historical perspective of their current medical service model along with concerns for improvement to quality of care and reduction of any risk areas related to medical services with the current jail protocols and procedures.

The Benzie County Jail has also provided All Access Care a tour of the facility as well as interviews with current staff members who work as a liaison with the current medical model to express their concerns and considerations for possible improvement to areas of safe and quality medical care to Benzie County inmates.

Our proposal is to perform readily accessible and quality medical services to the inmates and improve upon dated protocols and procedures in order to reduce any potential risk of safety to the inmates or jail staff. All Access Care foresees an engaged relationship with Benzie County Staff to provide these premium services.

II. OUR BACKGROUND

All Access Care was founded by Dr. Michelle Kuster D.O., who is a Board-Certified Physician with specialty of Emergency Medicine. All Access Care Clinic on 329 N. Jebavy Drive in Ludington opened in August 2013 with mission to serve those in Mason County who have no access to a provider or who have no insurance. Our model offers an accessible and affordable, quality care to those who previously had no health care options. We have provided Correctional Medical Services to Mason County Jail since 2013 and recently Manistee in April 2019. We feel our model genuinely fits the needs of our local and regional County Sheriff's Department and the health care of its inmates.

Our staff at All Access Care is highly trained with extensive background in health care and acute/emergency medicine. Our service to Benzie County jail will provide coverage with only highly trained personnel whose background reflects ability to execute acute evaluations, triage for appropriate setting for further care, drug and alcohol complications/detox. Our staffs experience will inherently provide risk management reduction in areas deemed or foreseen as potential high risk for inmates.

III. PROJECT ASSESSMENT

Dr. Michelle Kuster D.O. and staff visited the Benzie County jail to fully evaluate and assess the needs within. Our assessment is not only based on direct observation but also detailed conversation with current Benzie County staff who render medical services to the inmates. In addition, we reviewed many of the policies and procedures in relation to the current medical practice.

Our assessment identifies many areas in which we can improve upon. In general, communication and availability are essential. Although this may seem simplistic it will however reduce decisions previously jail staffers were making that may contribute to additional medical service financially not indicated. In example, a realistic inmate scenario in the past may have been that an inmate being brought into custody at the jail has a pre-arrival scuffle with the arresting agent and found to have a forehead wound of unclear significance that was part of the arrest. In the past, this inmate may have been sent immediately to the Emergency Department for clearance. Our presence and accessibility will allow for contact with the on-call personnel. An evaluation and decision then to provide definitive care (suture repair) at Benzie County jail or further transport can ensue. Although this may be a protocol or procedure change from previous medical practice, our expertise (ER backgrounds) and availability will allow for such a change.

In addition, we recognized that review of current formulary and communication with local pharmacy will most likely allow for change in protocols for more cost- effective choice of meds that inmates can take while in jail and continuity when they transition out of jail as well. All Access Care staff will also assume the responsibility of reviewing and approving any medications in which the inmate intends to utilize while in jail. This procedure can financially reduce overuse of pharmacy while maintaining safety and risk management exposure of home meds being brought into the jail.

All Access Care intends to negotiate on behalf of Benzie County Sheriff's Department with other local health care entities whether it be for price reduction of services such as labs, durable medical supplies, etc. We have successfully used this model in our current medical practice and believe we can negotiate a lower price to the county or inmate for services needed.

IV. SUMMARY OF TERMS OF AGREEMENT

Medical Directorship:

Dr. Michelle Kuster D.O., a board certified and qualified physician will provide medical supervision and treatment of Inmates of Benzie County Jail. Dr. Michelle Kuster D.O. will act as an Independent Contractor and is a licensed physician in the State of Michigan qualified to perform the same.

Dr. Michelle Kuster's role as medical director will furnish the service of a medical provider (MD, DO, PA, NP) and registered / licensed practice nurse, licensed in the State of Michigan to provide medical treatment and supervision of inmates at the jail. The performance of such services shall be in the sole and absolute professional judgment of the contractor's staff with the medical supervision by the medical director.

Compensation: It is understood and agreed upon that the total compensation which the contractor shall receive from the County under this agreement shall be the sum of **one thousand five hundred dollars (\$1500.00)** per month.

Staff:

Medical Provider: (MD, DO, PA or NP)

The Medical Provider shall be available for weekly the inmate's assessment and additionally evaluations for urgent / emergent needs. The role of the medical provider will be to provide inmate intake assessments, Rx and manage medications for inmate, perform necessary procedures, manage intoxicated or those in a detox state. The provider is key for quality inmate care and cost-effective approach. The provider will manage inmates deemed appropriate rather than utilizing emergency room resources. Potential cost savings with this model is not only expenses accumulated from ER visits but also expenses of the manpower utilized when moving inmates away from the jail. In addition, our staff will provide on-site education to correctional officers regarding intoxication, detox, etc.

Provider will provide weekly inmate assessments as required and sick call request from inmates. Due to the distance of Benzie County from the location of AAC, AAC may utilize telemedicine. Telemedicine is having the provider perform assessment via computer while AAC staff (RN) is present with the inmate at the jail.

Compensation: It is understood and agreed upon that the total compensation which the contractor shall receive from the County under this agreement for medical provider shall be the sum of **one thousand nine hundred twenty dollars (\$1,920) per month.**

Nursing Coverage (LPN/RN)

The Contractor will provide a Licensed Practical Nurse (LPN) or Registered Nurse (RN) for onsite coverage of inmate needs. The role of the staff is to liaison with the provider and Correctional Officer any acute needs of the inmates, manage all medications (packaging), monitoring of inmates when indicated (detox), schedule inmate nurse assessments, respond to kites, and maintain exam room and supplies.

Staff will be onsite minimal of 15 hours per week, with additional (off-site) 5 hours for medication management (pharmacy) and maintaining records.

Compensation: It is understood and agreed upon that the total compensation which the contractor shall receive from the County under this agreement the Nursing Coverage shall be the sum of **four thousand dollars (\$4,000.00) per month.**

Staff for Daily Med Pass

The Contractor will provide a medically trained staff (Licensed Practical Nurse (LPN) / Registered Nurse (RN)/ EMT-P/ Medical Assistants) for onsite coverage of inmate medication administering. The role of the staff is to administer meds each am and pm with a Correction

Officer in attendance. Medication dispensing times can be determined with the aid of the Correctional Officers, typically it is 0800 am / pm or 0900 am / pm.

Compensation: It is understood and agreed upon that the total compensation which the contractor shall receive from the County under this for daily dispensing of inmate medication shall be the sum of **two thousand and two hundred dollars (\$2,200.00) per month**.

Fee Schedule- Monthly: SUMMARY

Note: All services listed are inclusive in the proposal and no part will be excluded.

-
- Medical Director Fee: \$1,500 /month
 - Medical Provider (MD/ DO/ PA/ NP): \$1,920 /month
 - Nursing Coverage Fee: \$4,000 / month
 - Daily Medication Pass: \$2,200 / month
 - Professional Liability: \$1,333/ month
 - Variable Expenses:
 - Cost of Medical Supplies: approx. \$200 /month
 - Optional Services*
 - Medical Waste Removal: \$10.83 per month
 - All Access Care will remove red sharps container / red bag waste
 - INMATE CHARGES:
 - These charges will be reflected on the monthly invoice, however they will be passed through weekly to the inmate's account
 - MEDICATIONS
 - LABS
 - PROCEDURES

INSURANCE COVERAGE

The contractor will hold the following insurance coverage during the terms of this agreement to cover the contractor and its employees for services rendered pursuant to this agreement:

- A. See Insurance Certification: **APPENDIX A**
- B. ALSO INSURED: The County of Benzie shall be named as an additional insured on Contractor's Policy as it relates to this Project.
- C. CERTIFICATE HOLDER:
The County of Benzie shall be named as Certificate Holder in the event of cancellation or modification to the Policy.

D. CANCELLATION/EXPIRATION OF POLICY:

Notice of cancellation or expiration of the policy shall be given to Certificate Holder at least 30 days prior to such cancellation or expiration.

E. PROOF OF PAYMENT OF PREMIUMS: () Required (X) Not required

METHOD OF PAYMENT

The contractor will submit under this agreement an invoice to the Benzie County Sheriff/Jail on a monthly basis for services rendered under this agreement. The County shall pay the appropriately billed amount within 15 days and in accordance with the County's procedure for payment of Accounts Payable. All payment made to the contractor shall be made to Dr. Michelle Cranick-Kuster D. O. PLLC. or All Access Care at the time of invoice. A late fee (5%) shall be charged for late payment if not paid within 20 days after invoicing.

IMPLEMENTATION OF SERVICES

The contractor will review the current on-site county jail clinical exam setting and determine if further equipment or supplies are needed and will request the county to provide appropriate medical equipment and supplies. Upon approval by the Benzie County Sheriff, the contractor will purchase the approved medical equipment and supplies and submit an invoice to the county if such equipment or supplies are rendered by the contractor.

AGREEMENT DURATION AND TERMINATION

This agreement shall become effective and performance thereon shall commence on the 1st day of October 2019, and shall continue for one year on the 1st day of October, 2020 at which it will be automatically renewed unless further negotiations ensue.

CERTIFICATIONS OF AUTHORITY TO SIGN AGREEMENT

The persons signing on behalf of the parties hereto certify by their signature that they are duly authorized to sign this agreement on behalf of the said parties, and that this agreement had been authorized by said parties of ALL ACCESS CARE or Dr. Michelle Kuster D.O. and Benzie County Sheriff/Jail.

Correspondence

AUGUST 13, 2019

MEDICARE PRESCRIPTION DRUG BILL OF 2003

RESOLUTION

WHEREAS, health care costs continue to rise for all Americans, and for most Americans these increases can be financially devastating and impact the health of the individual; and

WHEREAS, Medicare is the focus of many lawmakers who portray it as an "entitlement" program that costs the US Treasury too much money. Technically, "entitlement" may be the proper term; however, as used, it implies a negative connotation; and

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

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

WHEREAS, when Congress enacted the Medicare Prescription Drug bill, they enacted a law that does allow Medicare to negotiate with Pharmaceutical companies for drug prices the way Medicaid and the Veterans Administration does; and

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

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

WHEREAS, the increasing cost of prescription drugs is a systemic problem that significantly affects the people of our state and our nation. It deserves non-partisan effort to correct; and

WHEREAS, balancing the budget on the backs of those who can least afford it, the elderly and disabled, shall not be allowed. Increases in premiums and inflated drug costs are unacceptable ways to deal with the flawed Medicare Prescription Drug bill; and

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

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AUG 14 2019

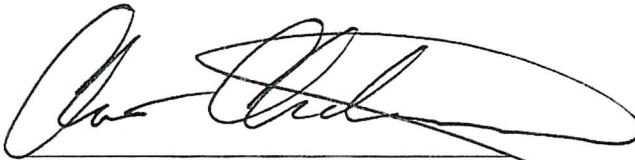
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

WHEREAS, revision of the Medicare Prescription Drug Bill of 2003 to allow for the negotiation of lower drug prices and the importation of identical, less costly, drugs from Canada and elsewhere is needed to rectify the high cost of drug prescriptions; and

WHEREAS, we cannot allow the previously approved bill to stand as adopted at the risk of having the Medicare program be the cause of a staggering increasing deficit which will require tax increases or cuts to the rest of the government, nor can we allow the continuance of price increases to our citizens which may cause many to contemplate discontinuing medically necessary drugs in order to pay their home related monthly bills (electric, heat, etc.) and/or have food to eat; and

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

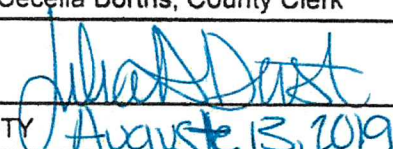
NOW BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to our area Federal and State Legislators, the National Association of Counties, Michigan Association of Counties, and the 82 Michigan counties.



Chairman of the Board



Clerk to the Board of Commissioners

CERTIFIED	
Cecelia Borths, County Clerk	
DEPUTY	DATE
	August 13, 2019

AUGUST 13, 2019

FUNDING THE GREAT LAKES RESTORATION INITIATIVE

RESOLUTION

WHEREAS, The Great Lakes are a critical resource for our nation, supporting the economy and a way of life in Michigan and the other seven states within the Great Lakes region. The Great Lakes hold 20 percent of the world's surface freshwater and 90 percent of the United States' surface freshwater. This globally significant freshwater resource provides drinking water for more than 30 million people and directly supports 1.5 million jobs, generating \$62 billion in wages; and

WHEREAS, The Great Lakes Restoration Initiative (GLRI) provides essential funding to restore and protect the Great Lakes. This funding has supported long overdue efforts to clean up toxic pollution, reduce runoff from cities, industries and farms, combat invasive species, and restore fish and wildlife habitat. Since 2010, the federal government has partnered with public and private entities and invested more than \$2 billion in over 2,900 projects throughout the region. Over its first six years, the GLRI has provided more than \$425 million for more than 500 projects in Michigan alone. The Brookings Institution has estimated that every dollar invested in the Great Lakes produces two dollars in long-term economic benefits; and

WHEREAS, GLRI projects are making a significant difference. They have restored more than 150,000 acres of fish and wildlife habitat; opened up fish access to more than 3,400 miles of rivers; helped implement conservation programs on more than 1 million acres of farmland; and accelerated the cleanup of toxic hotspots. In Michigan, GLRI funding has been instrumental in removing invasive Phragmites along the shores of Green Bay, remediation and habitat restoration in the Menominee River, revitalizing Lake Michigan sturgeon populations, habitat restoration at Sea Gull Bar, and building fish passages around the lower dams of the Menominee River; and

WHEREAS, While a significant investment, past GLRI funding represents only a small portion of the amount needed to restore and protect the Great Lakes. Toxic algae blooms, beach closings, fish consumption advisories, and the presence of contaminated sediments continue to limit the recreational and commercial use of the Great Lakes; and

WHEREAS, Any cuts to GLRI funding would jeopardize the momentum from over a decade of unprecedented regional cooperation. Draft federal budgets have proposed a 97 percent reduction in GLRI funding. These drastic cuts would be a short-sighted, short-term cost-saving measure with long-term adverse implications. Restoration efforts will only become more expensive and more difficult if they are not addressed now and in the coming years.

NOW, THEREFORE BE IT RESOLVED THAT the Charlevoix County Board of Commissioners opposes any reduction of federal funding for the Great Lakes Restoration Initiative.

BE IT FURTHER RESOLVED, that copies of the Resolution be transmitted to the President of the United States, the President of the United States Senate, the Speaker of the United States House of Representatives, the members of the Michigan congressional delegation as well as the other 82 Michigan Counties.

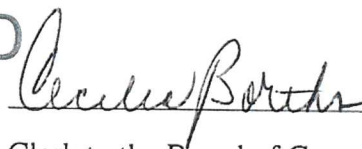


Chairman of the Board

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617



Clerk to the Board of Commissioners

**Centra Wellness Network
Benzie County Community Partners Meeting**

Date: August 7, 2019

Location: Benzie County Sheriff Office

Present:

Erin King, Clinical Director	Centra Wellness Network	Eking@centrawellness.org
Karen Goodman, Director of Systems Development	Centra Wellness Network	Kgoodman@centrawellness.org
Felice Kelley-Ware	Centra Wellness Network	Fkelley@centrawellness.org
Chantelle Heniser, Intern	Centra Wellness Network	
Kyle Rosa, Under Sheriff	Benzie County Sheriff Office	Krosa@benzieco.net
Sara Swanson	Benzie County Prosecutor	Sswanson@benzieco.net
Andrew McHugh	MDOC Probation/Parole	Mchugha@michigan.gov
Marj Middel	Veterans Justice Outreach	Marjorie.middel@va.gov
Gary Sauer	Benzie County Commissioner	
Michael O'Brien	DHHS	
Jamie Leyland	Benzie/Leelanau Health Dept.	

Missing/Copies:

Chip Johnston, CEO	Centra Wellness Network	Cjohnston@centrawellness.org
Katie Larsen, Children's Services Supervisor	Centra Wellness Network	KLarsen@centrawellness.org
Heath Green, Clinical Services Supervisor	Centra Wellness Network	Hgreen@centrawellness.org
Janeen Codden, Clinical Supports Supervisor	Centra Wellness Network	Jcodden@centrawellness.org
Shaun Anchak	MDOC Probation/Parole	Anchaks1@michigan.gov
Dan Smith, Jail Administrator	Benzie County Corrections	DSmith@benzieco.net
Ted Schendel, Sheriff	Benzie County Sheriff Office	TSchendel@benzieco.net
Mitch Deisch	Benzie County	
Jennifer Tang-Anderson	Benzie County Prosecutors Office	Jtang@benzieco.net
Gerri VanAntwerp	BACN	Gvanantwerp@benziebacn.org
Ann Holmes	Paul Oliver Memorial Hospital	aholmes@mhc.net
Debbie Aldridge	Benzie-Leelanau HD	Daldridge@blhd.org
Cameron Clark, Director	Family Division/19 th Judicial Court	cclark@mnstco.net
John Mead, Probate Judge	Benzie County Court	JMead@benzieco.net
Jennifer Savage	DHHS	SavageJ1@michigan.gov
Ron Berns	Benzie County 9-1-1	Rberns@benzieco.net
Matt Keller	Michigan State Police	Kellerm1@michigan.gov
Robert Lozowski, Chief of Police	Frankfort Police Department	Police.chief@cofrankfort.net
Holly Hoekendorfh	Michigan Rehabilitation Services	
Dawn Olney/County Clerk – for Board of Commissioner Packets		Dolney@benzieco.net

Introductions and Welcome

Erin King introduced herself as Clinical Director.

- Erin replaced Cheryl Kobernik.

Heath Green is the new Clinical Services Supervisor (Heath was unable to attend today's meeting due to an emergency)

- Heath replaced Patrick Kozlowski who is now the Director of Customer and Provider Services

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AUG 22 2019

Centra Wellness Network

Erin King, Clinical Director

Centra Wellness Network is undergoing some significant changes with leadership. New Clinical Director, new Clinical Services Supervisor and new Clinical Support Supervisor. Due to these internal changes Centra is now experiencing some clinical staff shortages. Core services are available to clients however CWN is searching for qualified social workers to fill the vacancies.

- Centra will consider distributing a letter to community partners regarding the changes

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Karen Goodman, Director of Systems Development

Opioid Health Home Pilot

Karen distributed brochures on the OHH

If you know of someone who may need these services, please have them contact Centra Wellness Network for an intake appointment. It is not a "location" but a service.

The NMRE (Northern Michigan Regional Entity) has data on who is eligible for services from information gathered by physicians diagnosing opioid use disorders and have sent out information to these individuals. Individuals who have Medicaid insurance can contact Centra for an intake and that diagnosis is then entered in the database for the pilot as well. Centra RN's can assist the person with the services they are receiving from medical providers by coordinating services between the providers.

Psychiatric Services/Jail

In the Manistee Jail Dr. Michelle Kuster, All Access Care, is providing services to inmates.

Dr. Kuster is also involved with Connexion Point in Ludington where a multi-faceted approach is used to treat chemically dependent individuals and connect them back to their everyday lives. Once inmates are released, they may continue to see Dr. Kuster at Connexion Point if desired.

- Kyle noted that Sheriff Schendel and Dan Smith are currently in meetings to discuss utilizing Dr. Kuster's services in the Benzie Jail.

Benzie-Leelanau District Health Department

Jamie Leyland

The Benzie Health Department will be receiving funding to start a needle exchange program. They hope to have it available starting in the fall.

Benzie County

Gary Sauer

A space use study has been completed and the county will be receiving recommendations for safety issues for the courts and County building.

Leelanau County is adding an initiative to the ballet on services for children. Good concept and if approved the services would be provided by the Health Department.

DHHS

Mike O'Brien

- DHHS has had their staffing challenges as well but are fulling staffed at present.
It takes approximately one year for a staff person to be fully trained.
 - They have added a floater CPS position to help stabilize the services for that population.
- Mike oversees payment assistance and the new universal payment system has been in effect for one year. It is not customer friendly as the individuals do not have a specific case worker. Individuals call into the computer system and can leave a voice mail which is logged into the computer and answered by workers in the 10-county area.
 - The local DHHS office (Manistee and Benzie Counties) are reviewing to see if they can return to a two-county system instead of the 10-county system they are currently enrolled in. It is difficult for workers in Manistee and Benzie to know the resources available in the other 8 counties.

MDOC (Michigan Department of Corrections)

Andy McHugh

- Shout out to Marj with veterans' services as she assists veterans who are on probation or parole.

Andy and Shaun appreciate all the community partners they receive assistance from, including Felice who does a fantastic job with the inmates. Andy, Shaun and Heather meet monthly with the CWN Clinical Services teams to review cases.

- Starting to see a trend for use of Meth Amphetamine to deal with ADD, anxiety and depression. When heroin use was at its worse, they started to see a move towards Cocaine and that has moved to Crystal Meth which is coming up from the south. The Crystal Meth is inexpensive, and they don't have to go through the hassle of cooking themselves.

Benzie County Sheriff Office/Jail

Kyle Rosa

- Kyle also praised Felice for her continued work with the inmates.
- They also are having staffing issues – currently recruiting for three corrections officers. It takes a little more than a year to completely train an officer.
- Busiest time of the year for the Sheriff Department due to the influx of people in the county.
- The drug situation has plateaued and the deaths from overdose have decreased.
 - Recently sentenced an individual to prison due to overdose death.
- Dan/Jail Services would have noted that they have sent more people to prison this year and more serious cases.
- The Medical Examiner's contract has been increased.
 - Centra noted that they appreciate the detail included in the autopsy reports.

Veterans Justice Outreach

Marj Middel

- Veterans Clinic in Traverse City is hoping to open by November and will provide a full range of services.
- Staffing changes in Veterans services in the area as well.
- VA provides psychiatric services by three psychiatrists that go between Traverse City, Cadillac and Claire.
- The Veterans Justice Outreach program works with criminally involved veterans that are benefited. In order to be benefited the veteran needs to have served two or more years and received honorable discharge, or less than honorable discharge.
 - Marj currently covers eight counties.

Benzie County Prosecutor

Sara Swanson

- 19th Circuit Court are hoping to start the Recovery Court in October.
- Sara received an email from the state suggesting that the local Prosecutors Offices and the local Community Mental Health team up to provide competency evaluations for people who have been charged with misdemeanors due to the long wait for a forensics evaluation.
 - Sara will email Karen the information for further review and discussion.
- Sara currently has a person currently in an inpatient hospital after committing a crime.
 - Sara will forward police report to Erin for review.

CWN/Jail Services

Felice Kelley-Ware

- Smart Recovery Group and one-on-one contacts are provided to the inmates by Felice.
- The NMRE has been accepting more inmates into substance use treatment facilities as long as they are contacted as soon as the person is jailed. Previously, Felice was unable to get inmates into treatment if she requested after they had been jailed for 30 days.

- The Jail is contracting for psychiatric services via telehealth through FasPsych.
 - Felice is also working with new nurse who provides services to inmates.

Northern Michigan Recovery Residence

Felice Kelley-Ware

- They were unable to purchase the house in Manistee.
 - The committee will be meeting soon to discuss options.
- Individuals who are getting out of rehab can live in a safe/sober environment.
It would also be available to people out on parole with nowhere to live.

Andy noted that they no longer have a place to house individuals who are out on parole. The Woods and Lakes Motel used to rent rooms to the MDOC for these individuals. They are putting out the word for any business owners that are struggling to fill their motel rooms or apartments to contact the MDOC to contract.

Our next meeting is scheduled for **Wednesday, November 6, 2019** beginning at noon at the Benzie County Sheriff Department. Centra Wellness Network will provide lunch.

Minutes submitted by: Lori Baker, Centra Wellness Network

Benzie Transportation Authority - June 2019 Statement of Activities

	June 2019		Oct 2018 - June 2019		2019		June 2018		Oct 2017 - June 18	
	Actual	Budget	Actual	Budget	Annual Budget	Actual	Budget	Actual	Budget	Actual
Income										
40100 Passenger/Contract Fares	12,15.89	10,500.00	106,186.70	97,500.00	133,000.00	10,204.73	12,300.00			103,917.58
40615 Advertising Income	5,06.00	850.00	12,025.00	7,500.00	10,000.00	450.00	300.00			12,250.00
40710 Sale of Maintenance Services	57.59	2,000.00	4,055.99	13,000.00	19,000.00	0.00	1,500.00			569.58
40760 Gains from Sale Capital Assets	3.00	0.00	5,100.00	0.00	0.00	0.00	0.00			4,433.00
40800 Taxes Levied Directly for/by TA	3.00	0.00	618,994.42	597,123.00	597,123.00	-64.31	0.00			600,480.77
41101 State Operating Assistance	53,01.00	53,011.00	477,099.00	477,099.00	636,132.00	52,940.00	52,940.00			476,460.00
41301 Section 5311	74,73.32	73,211.25	191,606.00	219,633.75	292,845.00	64,320.00	75,165.00			193,803.00
41398 RTAP	1,43.40	0.00	2,863.84	3,400.00	4,500.00	0.00	200.00			1,838.50
41400 Interest Income/Other Revenue	68.93	100.00	5,221.92	1,700.00	2,000.00	444.66	80.00			1,386.44
Total Income	147,57.13	139,672.25	1,423,152.87	416,955.75	1,694,600.00	128,295.08	142,485.00			1,395,138.87
Expense										
50101 Salaries and Wages	82,71.90	81,450.00	710,480.67	774,500.00	1,061,740.00	70,596.65	79,700.00			672,433.52
50200 Fringe Benefits	30,71.84	26,023.00	194,340.56	197,273.00	265,000.00	23,286.07	24,673.00			175,929.82
50310 Board Compensation	21.00	280.00	720.00	1,400.00	2,000.00	240.00	340.00			1,040.00
50399 Service Expense	9,02.04	6,840.00	88,985.66	81,795.00	101,300.00	4,897.55	7,220.00			57,630.12
50401 Fuel and Lubricants	8,73.76	8,000.00	88,270.40	79,500.00	103,000.00	10,091.68	5,400.00			77,316.62
50402 Tires and Tubes	3.00	0.00	9,773.52	9,700.00	12,500.00	0.00	800.00			1,846.25
50404 Major Purchase	3.00	0.00	3,500.00	3,500.00	3,500.00	0.00	320.00			0.00
50405 Office Supplies	88.40	630.00	7,019.18	8,610.00	10,600.00	358.83	650.00			6,452.53
50406 Parts Revenue Vehicles	2,11.95	1,600.00	17,648.94	15,200.00	20,000.00	1,896.26	2,600.00			11,236.18
50407 Parts for Non Revenue Vehicles	2.47	90.00	139.71	720.00	1,000.00	0.00	80.00			0.00
50499 Other Materials and Supplies	2,53.10	2,172.00	23,926.08	19,059.00	25,700.00	2,035.36	1,700.00			16,632.21
50500 Utilities & Insurance	7,62.28	3,255.00	68,873.95	57,995.00	67,360.00	3,182.84	3,130.00			65,111.56
50700 Taxes and Fees	3.00	140.00	1,467.69	1,360.00	1,400.00	380.00	125.00			1,200.00
50902 Travel, Meetings & Training	64.68	1,000.00	7,277.32	5,500.00	10,000.00	697.81	845.00			4,918.11
50903 Association Dues and Subscript	7.54	300.00	5,492.71	5,300.00	6,500.00	27.24	360.00			4,056.01
51205 Sharp Copier	3.00	250.00	415.60	2,250.00	3,000.00	207.80	250.00			1,916.57
57402 Ineligible RTAP	1,23.40	0.00	2,863.84	3,400.00	4,500.00	1,202.45	200.00			4,500.00
Total Expense	146,56.36	132,030.00	1,231,195.83	267,052.00	1,694,600.00	119,080.54	128,393.00			1,102,339.50
Change in Net Assets	91.77	7,642.25	191,957.04	149,903.75	0.00	9,214.54	14,092.00			292,799.37

Honor Bank Checking \$6,64.21
 Honor Bank - Money Mkt \$450,81.09
 State Savings - CD \$50,01.00
 Total Cash \$507,51.30

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DAWN OLNEY
 BENZIE COUNTY CLERK
 BEULAH, MI 49617

Benzie Transportation Authority - July 2019 Statement of Activities

	July 2019		Oct 2018		July 2019		2019		July 2018		Oct 2017 -	
	Actual	Budget	Actual	Budget	Actual	Budget	Annual Budget	Actual	Budget	Actual	Jul-18	Actual
Income												
40100 Passenger Contract Fares	13,12.83	11,500.00	119,498.80	105,000.00			133,000.00	11,09.84	8,300.00		112,286.63	
40610 Advertising Income	1,55.00	850.00	13,560.00	8,350.00			10,000.00	1,00.00	300.00		13,650.00	
40710 Sale of Maintenance Services	1,32.28	2,000.00	5,388.20	15,000.00			19,000.00	0.00	1,500.00		569.58	
40760 Gains from Sale Capital Assets	0.00	0.00	5,100.00	0.00			0.00	0.00	0.00		4,433.00	
40800 Taxes Levied Directly for/by TA	32.55	0.00	619,296.90	597,123.00			597,123.00	55.56	0.00		600,536.33	
41101 State Operating Assistance	53,01.00	53,011.00	530,110.00	530,110.00			636,132.00	52,40.00	52,940.00		529,400.00	
41301 Section 5311	0.00	0.00	191,606.00	215,633.75			292,845.00	0.00	0.00		193,803.00	
41390 RTAP	0.00	0.00	2,863.80	3,400.00			4,500.00	2,61.50	0.00		4,500.00	
41400 Interest Income/Other Revenue	67.15	100.00	5,889.00	1,800.00			2,000.00	78.16	70.00		1,764.60	
Total Income	69,90.81	67,461.00	1,493,302.90	1,484,416.75			1,694,600.00	69,45.06	63,110.00		1,460,943.10	
Expense												
50101 Salaries and Wages	84,60.89	81,450.00	796,455.70	855,950.00			1,061,740.00	70,66.02	79,700.00		715,069.87	
50200 Fringe Benefits	70.00	0.00	2,280.00	0.00			0.00	0.00	0.00		0.00	
50310 Board Compensation	21,01.93	19,623.00	212,729.90	215,896.00			265,000.00	18,53.49	18,173.00		193,364.27	
50390 Service Expense	0.00	0.00	800.00	1,400.00			2,000.00	0.00	0.00		1,040.00	
50401 Fuel and Lubricants	10,45.21	6,820.00	99,448.60	85,615.00			101,300.00	3,39.54	7,245.00		59,336.59	
50402 Tires and Tubes	11,10.05	8,000.00	100,165.80	87,500.00			103,000.00	10,55.20	5,400.00		87,871.82	
50404 Major Purchase	7.70	0.00	9,821.20	5,700.00			12,500.00	0.00	800.00		1,965.14	
50405 Office Supplies	0.00	0.00	3,500.00	3,500.00			3,500.00	0.00	320.00		0.00	
50406 Parts Revenue Vehicles	1,22.67	530.00	8,271.80	5,140.00			10,600.00	07.02	750.00		7,059.55	
50407 Parts for Non Revenue Vehicles	1,39.00	1,600.00	19,037.90	15,800.00			20,000.00	1,78.22	2,600.00		13,114.40	
50499 Other Materials and Supplies	0.00	90.00	139.70	810.00			1,000.00	0.00	80.00		0.00	
50500 Utilities & Insurance	1,81.92	2,172.00	25,877.00	21,231.00			25,700.00	2,23.82	1,700.00		18,786.03	
50700 Taxes and Fees	1,85.18	3,105.00	70,764.10	61,100.00			67,360.00	3,72.00	2,980.00		68,183.58	
50902 Travel, Meetings & Training	0.00	0.00	1,472.60	1,350.00			1,400.00	0.00	125.00		1,147.00	
50903 Association Dues and Subscript	1,28.93	2,500.00	8,566.20	5,000.00			10,000.00	3,21.85	845.00		8,180.84	
51205 Sharp Coper	20.42	400.00	5,723.10	5,700.00			6,500.00	36.54	360.00		4,442.55	
57402 Ineligible RTAP	0.00	250.00	4,560.00	2,500.00			3,000.00	37.80	250.00		2,124.37	
Total Expense	138,70.06	126,540.00	1,370,869.70	1,393,592.00			1,694,600.00	114,11.50	121,328.00		1,186,186.00	
Change in Net Asset	-68,89.25	-59,079.00	122,433.20	90,824.75			0.00	-44,666.44	-58,218.00		274,757.10	

Honor bank Checking \$3,50.56
Honor bank - Money Mkt \$386,43.61
State Savings - CD \$50,00.00
Total Cash \$439,94.17

Honor bank Checking
Honor bank - Money Mkt
State Savings - CD
Total Cash

RECEIVED

AUG 22 2019

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617