

BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA November 28, 2023

Frank F. Walterhouse Board Room, Governmental Center, Beulah, Michigan

Join Meeting

Please click the link below to join the webinar:
www.youtube.com/@BenzieCounty

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 – 11/14/23
 PUBLIC COMMENT
 FINANCE –
 A) Approval of Bills
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 ACTION ITEMS –
 A) Consider authorizing County Administration to sign State of Michigan
 grant applications related to cyber security, incident responses, and other
 related information technology.
 B) Consider adopting an amended Credit Card Use operational policy
 C) Consider awarding opioid funding.
 D) Consider adopting resolution related to the placement and function of the
 Emergency Communication Tower.
 E) Consider approving an amended L4029 to include Road Commission
 COMMISSIONER REPORTS –
 COUNTY ADMINISTRATOR’S REPORT – Katie Zeits
 STUDY SESSION – None
 COMMITTEE APPOINTMENTS –
 UNFINISHED BUSINESS –
 NEW BUSINESS –
- 9:30 a.m. PRESENTATION: Charlie Francis regarding the PARS program.
 PRESENTATION OF CORRESPONDENCE
 PUBLIC COMMENT
 ADJOURNMENT

Times Subject to Change

PUBLIC COMMENT

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 comment during their meetings. It continually strives to receive comment 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 Comment. 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. The Board will not be accepting public comment via zoom/online.

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

Board Response: Generally, as this is an “Comment” 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 Comment 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 N. Reynolds Road, Platte Twp, Lake Twp East of Sutter Rd, and Inland Twp section 1-6, section 7 lying west of Maple City Hwy, north of US-31)231-920-5028
- District III – Karen Cunningham (Crystal Lake, Frankfort and Lake Twp, at Sutter Road going West)231-822-4067
- District IV – Rhonda Nye (Benzonia Twp, except for sections 31, 36 and 35 East of Case Road).....231-510-8804
- District V – Tim Markey (Homestead and Benzonia Twp sections 31, 36 and 35 West of Case Road).....231-822-4066
- District VI - Evan Warsecke (Colfax, Inland except sections 1-6, section 7 lying west of Maple City Hwy and North of US-31).....231-822-4065
- District VII - Gary Sauer (Blaine, Gilmore, Joyfield, Weldon)231-651-0647

THE BENZIE COUNTY BOARD OF COMMISSIONERS
November 14, 2023

The Benzie County Board of Commissioners met in a regular session on Tuesday, November 14, 2023, in the Frank Walterhouse Board of Commissioners Room, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chair Bob Roelofs.

Present were: Commissioners Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke
Excused: Commissioner Markey

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

Agenda:

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

Minutes:

Motion by Nye, seconded by Sauer, to approve the regular session minutes of October 24, 2023, as presented. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None
Exc: Markey Motion carried.

Motion by Jeannot, seconded by Warsecke, to approve the special session minutes of October 30, 2023, as presented. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None
Exc: Markey Motion carried.

9:02 a.m. Public Comment - None

FINANCE

Bills: Motion by Warsecke, seconded by Sauer, to approve payment of the bills from October 24, 2023, through November 14, 2023, in the amount of \$1,356,948.79, as presented. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey
Motion carried.

Michelle Thompson, County Treasurer provided a written report. She stated that the Land Bank is looking at Round 3 funding, but it is restricted to only renovation or acquisition for the sale of low to moderate (<80%AMI) housing. If you know of anyone who has a project, please have them contact her. This money will have to be spent by March 31, 2024. She also attended the Housing Conference this week.

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS

ACTION ITEMS

Consider approving agreement with Ottawa County Juvenile Detention Center: Carley Bailey, Director of Youth Services was present to answer any questions. Motion by Sauer, seconded by Cunningham, to approve the agreement with Ottawa County Juvenile Detention Center as presented and authorize the Chair to sign. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

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Consider accepting proposal for IT co-management services and consideration of the creation of an in-house IT coordinator position: Curtis Pennala and Matt L'Esperance with Karhu Cyber were present to answer any questions and provided a presentation. Motion by Sauer, seconded by Cunningham, to accept the proposal from Karhu Cyber for IT services in the annual amount of \$76,100, for a period of one-year with funds available in the General Technology Department and by grant funds and further, that the proposal for Interim IT services be accepted in the not to exceed amount of \$6,000 per month for a period of up to three months, with funds available in the General Fund Technology Department and that the related budget adjustments from contingency be approved. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Motion by Jeannot, seconded by Nye, to authorize Administration to seek a contracted Information Technology Coordinator position, with the contract to come back before the Board of Commissioners for approval. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

10:05 a.m. Kristi Johnson, Chief Operating Officer, and Kelly Tomaszewski, Community President, from Paul Oliver Memorial Hospital (Munson Healthcare) were present and provided a presentation of the future changes with Paul Oliver Memorial Hospital. It was also stated that they are willing to start talks again regarding EMS Station 3, which is located on the property owned by the hospital.

10:40 a.m. Break

10:52 a.m. Reconvene

Consider approving the annual services agreement for MSU Extension services: Jennifer Berkey was present to answer any questions. Motion by Sauer, seconded by Warsecke, to approve the Agreement for Extension Services provided by MSU to Benzie County for the Fiscal Year 2023/2024 in the amount of \$45,712, with funds available in the General Fund and authorizes the Board Chairman to sign the agreement. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Establish an Ad Hoc Interview Committee for Frankfort Airport Authority: Rose Roelofs was present to answer any questions. Motion by Jeannot, seconded by Cunningham, to re-appoint Coury Carland to the Frankfort Airport Authority, with the term expiring December 31, 2027. With the understanding that the Memorandum of Understanding will be updated within the next 12 months. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Establish an Ad Hoc Interview Committee for Benzie-Leelanau Health Department: Rose Roelofs was present to answer any questions. Motion by Sauer, seconded by Nye, to re-appoint Dr. Mark Kuiper to the Benzie-Leelanau Health Department, with the term expiring December 31, 2025. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Establish an Ad Hoc Interview Committee for EDC/BRA: Rose Roelofs was present to answer any questions. Motion by Jeannot, seconded by Sauer, to re-appoint Betsy Evans to the EDC/BRA for a

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six-year term expiring December 31, 2028. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Commissioner Jeannot requested that the Board Chair have the EDC meet to clean up the by-laws and discuss recruitment for their committee.

Establish an Ad Hoc Interview Committee for Solid Waste Advisory Committee: Rose Roelofs was present to answer any questions. Motion by Warsecke, seconded by Cunningham, to re-appoint Annie Browning to the Solid Waste Advisory Committee for a two-year term expiring on December 31, 2025, and establish an ad hoc interview committee to discuss the Solid Waste Advisory Committee vacant positions and that the Chair, Commissioner Warsecke, Commissioner Cunningham, Administrator Designee, and Jesse Zylstra, be appointed to such committee and set up interviews with other candidates. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider approving the purchase of three patrol vehicles for Road Deputy operations: Greg Hubers was present to answer any questions. Motion by Jeannot, seconded by Warsecke, that the 2017 and 2018 Chargers detailed in the memo from the Sheriff dated November 2, 2023, be declared surplus and authorize the sale on the MIBid Internet Auction system, with proceeds to be deposited into the 425-equipment replacement fund, patrol car expenses. And approve the purchase of three new patrol vehicles in the not to exceed amount of \$195,000, coming from the Capital Fund and the 425-patrol car expense. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider approving the purchase of one vehicle for drug enforcement operations: Greg Hubers was present to answer any questions. Motion by Sauer, seconded by Warsecke, to approve the purchase of a new Drug Enforcement vehicle in the not to exceed amount of \$60,000, with \$30,000 coming from contingency in the TNT Officer Millage Fund and \$30,000 from Capital Improvements and approve all related budget amendments. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider approving remodel to the Mens' and Womens' bathrooms on the main floor: Motion by Warsecke, seconded by Sauer to approve the remodel of the main-floor Mens' and Womens' restrooms near Administration of the Governmental Center, in the not to exceed amount of \$25,000 with funds available in the Capital Fund and American Rescue Plan Fund and authorizes the Administrator to sign appropriate proposals. Westshore Plumbing and Heating is the winner of the bid and is awarded the contract. Roll call. Ayes: Cunningham, Jeannot, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Abstained: Nye Motion carried.

Consider accepting proposal from Western Detention regarding Jail Control Room Door: Greg Hubers was present to answer any questions. Motion by Jeannot, seconded by Nye, to accept the proposals from Western Detention and Johnson Controls for the replacement of the deadlatch on the jail control room door in the jail, in the not to exceed amount of \$6,000, with funds available in the Capital Fund and the Jail Fund. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider approving the purchase of a K9 animal for the Sheriff's Office: Greg Hubers was present to answer any questions. Motion by Warsecke, seconded by Cunningham, to authorize the purchase of one police K9 dual purpose dog from Fresh Coast K9, LLC in the total amount of \$17,000, with

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funds available from the K9 Fund. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider authorizing a 2% grant application regarding Emergency Medical Dispatching: Cory Ellis was present to answer any questions. Motion by Nye, seconded by Cunningham, to approve the grant application for Tribal Council Allocation of 2% funding on behalf of Central Dispatch for Emergency Medical Dispatching and authorize the Chair to sign. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider approving land use agreement with Crystal Mountain – small storage barn: Rebecca Hubers was present to answer any questions. Motion by Warsecke, seconded by Cunningham, to authorize the land use agreement with Crystal Mountain for storage purposes, subject to approval as to its form by legal counsel, and authorize chair to sign. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider accepting proposal for design and architectural for Parole/Probation expansion: Motion by Jeannot, seconded by Warsecke, to accept the proposal from Environment Architects for the Benzie County Parole/Probation Administrative Office Expansion, including construction management services in the not to exceed amount of \$36,925, with funds available in the Capital and ARPA funds. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider approving signage for Benzie County Government Center Campus: Rose Roelofs was present to answer any questions. Motion by Jeannot, seconded by Sauer, to approve the quote from ProImage with funds available in the Capital Fund and American Rescue Plan fund and authorizes the Administration Office to sign the Lighted proposal for the Sheriff Department and the Non-Lighted proposal for all remaining signs. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Consider adopting a resolution to accept \$400,000 SPARKS Grant funding and terms for the Betsie Valley Trail paving Phase 1, and approving additional RAISE Grant for paving Betsie Valley Trail Phase 2 and 3: Motion by Sauer, seconded by Warsecke, to adopt the Resolution accepting Michigan Department of Natural Resources SPARK Grant Terms, Pro#ARPA-0997, Resolution 2023-014, authorizing the SPARK Grant Application for reimbursement funding for the paving of the Betsie Valley Trail from Beulah to Case Road and authorizes and further that Michigan State Spark Grant application and Federal RAISE Grant application, be approved for phases 2 and 3 of the paving project and that the Chair and County Administrator be authorized to sign the related site control and grant application documents. Roll call. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

COMMISSIONER REPORTS

Chair Roelofs attended the EMS/Animal Control Ad Hoc Committee meeting, Domestic Violence Task Force meeting, Headlee Reset Townhall meeting, Building and Grounds meeting, Agenda Review meeting, Veterans Day Ceremony, and Veterans Affairs meeting.

Comm Jeannot attended Lake Township meeting, MAC Finance and Governance Committee meeting, Platte Township meeting, Almira Township meeting, working with Housing North

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regarding housing needs in Benzie County, and met with Representative Coffia yesterday regarding House Bills that have gone through. A written report was provided.

Comm Cunningham attended the Airport Authority meeting, Lake Township meeting, MAC Environmental and Regulatory Affairs Committee meeting, and a Public Hearing in Frankfort regarding housing. A written report was provided.

Comm Nye attended Agenda Review meeting, Benzie-Leelanau Health Department meeting, Headlee Reser Townhall meeting, Centra Wellness Executive Committee meeting, Village of Benzonia meeting, Building and Grounds meeting, Benzonia Township meeting, Joint Court Public Defender Interviews, Centra Wellness Board meeting, Natural Rivers Zoning Appeals Board meeting, Benzie Central School Board meeting, and Veterans Day Memorial Ceremony. A written report was provided.

Comm Markey – excused

Comm Warsecke attended EMS/Animal Control Ad Hoc Committee meeting, Headlee Reser Townhall meeting, and Inland Township meeting.

Comm Sauer attended Benzie Leelanau Health Department meeting, Benzie County Road Commission meeting, Maples meeting, MAC Agricultural and Tourism meeting, Headlee Reser Townhall meeting, Workers Comp meeting, Blaine Township meeting, Buildings and Grounds meeting, Betsie Valley Trail Management Committee meeting, Joint Court Public Defender Interviews, Veterans Day Ceremony and Village of Thompsonville meeting. A written report was provided.

COUNTY ADMINISTRATOR’S REPORT – Katie Zeits

The Headlee Reser Information has been placed on the website. Just a reminder that there are two Board of Commissioners meetings left for this year. If there is something you want on the agenda, please let me know. Broadband Digital Equity Taskforce has started to meet. Having conversation with Almira Township regarding EMS, more to come on that. Graze Fest is on December 8, 2023. Working on the County at a Glance informational sheet.

STUDY SESSION - None

COMMITTEE APPOINTMENTS - None

UNFINISHED BUSINESS - None

NEW BUSINESS - None

PRESENTATION OF CORRESPONDENCE

- Little Platte Lake Elevation Report
- Crystal Lake Elevation Report
- Benzie-Leelanau Health Department September 27, 2023, minutes
- Delta County Resolution #23-15 regarding opposing Solar and Wind Development
- Eaton County Resolution #23-10-118 opposing Solar and Wind Development

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- Livingston County Resolution #2023-10-185 opposing Solar and Wind Development
- Montcalm County Resolution 2023-12 opposing Solar and Wind Development

12:47 p.m. Public Comment

Tammy Bowers, County Clerk gave a report regarding the November 7, 2023, election and moving into 9-day early voting starting 2024. Election Source is coming in tomorrow to demonstrate the new tabulators.

12:50 p.m. Public Comment Closed

Motion by Warsecke, seconded by Cunningham, to adjourn at 12:50 p.m. Ayes: Cunningham, Jeannot, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Markey Motion carried.

Bob Roelofs, Chair

Tammy Bowers, Benzie County Clerk

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1. Approve the agenda as presented.
2. Approve the regular session minutes of October 24, 2023, as presented.
3. Approve the special session minutes of October 30, 2023, as presented.
4. Approve payment of the bills from October 24, 2023, through November 14, 2023, in the amount of \$1,356,948.79, as presented.
5. Approve the agreement with Ottawa County Juvenile Detention Center as presented and authorize the Chair to sign.
6. Accept the proposal from Karhu Cyber for IT services in the annual amount of \$76,100, for a period of one-year with funds available in the General Technology Department and by grant funds and further, that the proposal for Interim IT services be accepted in the not to exceed amount of \$6,000 per month for a period of up to three months, with funds available in the General Fund Technology Department and that the related budget adjustments from contingency be approved.
7. Authorize Administration to seek a contracted Information Technology Coordinator position, with the contract to come back before the Board of Commissioners for approval.
8. Approve the Agreement for Extension Services provided by MSU to Benzie County for the Fiscal Year 2023/2024 in the amount of \$45,712, with funds available in the General Fund and authorizes the Board Chairman to sign the agreement.
9. Re-appoint Coury Carland to the Frankfort Airport Authority, with the term expiring December 31, 2027. With the understanding that the Memorandum of Understanding will be updated within the next 12 months.
10. Re-appoint Dr. Mark Kuiper to the Benzie-Leelanau Health Department, with the term expiring December 31, 2025.
11. Re-appoint Betsy Evans to the EDC/BRA for a six-year term expiring December 31, 2028.
12. Re-appoint Annie Browning to the Solid Waste Advisory Committee for a two-year term expiring on December 31, 2025. And establish an ad hoc interview committee to discuss the Solid Waste Advisory Committee vacant positions and that the Chair, Commissioner

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November 14, 2023

- Warsecke, Commissioner Cunningham, Administrator Designee, and Jesse Zylstra, be appointed to such committee and set up interviews with other candidates.
13. The 2017 and 2018 Chargers detailed in the memo from the Sheriff dated November 2, 2023, be declared surplus and authorize the sale on the MIBid Internet Auction system, with proceeds to be deposited into the 425-equipment replacement fund, patrol car expenses. And approve the purchase of three new patrol vehicles in the not to exceed amount of \$195,000, coming from the Capital Fund and the 425-patrol car expense.
 14. Approve the purchase of a new Drug Enforcement vehicle in the not to exceed amount of \$60,000, with \$30,000 coming from contingency in the TNT Officer Millage Fund and \$30,000 from Capital Improvements and approve all related budget amendments.
 15. Approve the remodel of the main-floor Mens' and Womens' restrooms near Administration of the Governmental Center, in the not to exceed amount of \$25,000 with funds available in the Capital Fund and American Rescue Plan Fund and authorizes the Administrator to sign appropriate proposals. Westshore Plumbing and Heating is the winner of the bid and is awarded the contract.
 16. Accept the proposals from Western Detention and Johnson Controls for the replacement of the deadlatch on the jail control room door in the jail, in the not to exceed amount of \$6,000, with funds available in the Capital Fund and the Jail Fund.
 17. Authorize the purchase of one police K9 dual purpose dog from Fresh Coast K9, LLC in the total amount of \$17,000, with funds available from the K9 Fund.
 18. Approve the grant application for Tribal Council Allocation of 2% funding on behalf of Central Dispatch for Emergency Medical Dispatching and authorize the Chair to sign.
 19. Authorize the land use agreement with Crystal Mountain for storage purposes, subject to approval as to its form by legal counsel and authorize chair to sign.
 20. Accept the proposal from Environment Architects for the Benzie County Parole/Probation Administrative Office Expansion, including construction management services in the not to exceed amount of \$36,925, with funds available in the Capital and ARPA funds.
 21. Approve the quote from ProImage with funds available in the Capital Fund and American Rescue Plan fund and authorizes the Administration Office to sign the Lighted proposal for the Sheriff Department and the Non-Lighted proposal for all remaining signs.
 22. To adopt the Resolution accepting Michigan Department of Natural Resources SPARK Grant Terms, Pro#ARPA-0997, Resolution 2023-014, authorizing the SPARK Grant Application for reimbursement funding for the paving of the Betsie Valley Trail from Beulah to Case Road and authorizes and further that Michigan State Spark Grant application and Federal RAISE Grant application, be approved for phases 2 and 3 of the paving project and that the Chair and County Administrator be authorized to sign the related site control and grant application documents.

Art Jeannot
Commissioner Report
November 14, 2023

- **11/2 – Lake Township**
 - Discussed the proposal regarding a Headlee reset. Several good questions were asked. Potential action at their December 7th meeting.
 - The Township continues to recruit a zoning ordinance enforcement officer.
- **11/3 – MI Association of Counties (Finance and Governance Committee)**
 - *Pending legislation regarding solar energy.* The language gives oversight of this ordinance to the State. Amendments that have been introduced would allow units of governments with ordinances in place to be the approving body---if they adhere to the State's ordinance. The effective date would be 1 year from the date the Governor signs the bill. I have contacted our elected officials stating my objection to this bill and its amendments (HB 5120-5123).
 - I have contacted our elected official stating my support for HB 4274 & 4275 regarding revenue sharing.
 - Apparently, there is a group organized under the name "First Amendment Auditors" that are contacting counties to determine their compliance to the constitution.
 - Anne Seurynck, President of the law firm Foster, Swift, Collins & Smith gave a presentation on FOIA. There was nothing new to learn from that presentation. However, it was a good refresher.
- **11/9 – Platte Township**
 - A modest turnout for the election. Approximately 50% of votes cast were mail in.
 - The next board meeting is in January and they plan to have the Headlee Reset resolution on the agenda at that time.
- **11/13 – Almira Township**
 - I will update you on any relevant information at our BOC meeting.
- **Other –**
 - I am working with Housing North to identify a resource that will focus on housing needs for Benzie and Leelanau Counties. I have also suggested that we discuss at a future BOC meeting the possibility of a tax abatement at the County level for developers of low to moderate income housing.
 - I had a few contacts regarding the Headlee Reset. Most were simply seeking additional information



- 14 Nov 23 Commissioner Cunningham
- 23 Oct Benzie Chamber Advocacy Awareness. Updates from NMich Chamber, DTE, Charter Spectrum, Benzie Conservation District and more.
- 25 Oct Benzie Human Services Collaborative. Combined agencies, (eg; Benzie Chamber, health services, housing agencies, childcare, kinship . . .), designing a New Benzie Resource Guide. Hunter from Crystal Community Ski Club, 501C3 introduced programs for youth, mission to remove barriers and instill lifelong appreciation for the out of doors, <https://www.ccskiclub.org/>. Benzie/Manistee Kinship Care seeking to be included in an appropriate legislative caucus and has a printed flyer with QR code, contact debbiefribie@gmail.com
- 26 Oct Airport update, Dick Bayer, manager provided 23 airport improvements since 2017. Some of the significant changes were: received general license enabling them to apply for grants (3 grants totaling \$50,000), hangers are 100% leased (22 hangers, only four lessees are from outside of Benzie County), improved safety and efficiency of runway, fuel terminal and hangers.
- Economic impact to the county.
- 2016 community benefits was \$1,427,000.00
- 2019 community benefits was \$3,567,000.00
- 2020-2022 COVID
- 2022 community benefits were \$1,377,000
- Overnight aircrews normally stay at local hotels, most frequent Baymont in Beulah.
- 30 Oct Town Hall; Proposal A and Headlee. Main concerns: being educated of consequences of Headlee decisions and trust of elected officials to act in the interest of the public.
- 2 Nov Lake Twp. Chris DeGood, concept plan for non-motorized boat launch, included accessible launch. Mark shared why accessibility was instituted/ "when young disabled veterans returned from tour they still wanted to be active. Discussion about Headlee Town Hall. Main concerns elected officials/commissioners supporting passed millages being spent as voted for, if and when that money is moved to the general fund.
- Community**
- 20 Oct Platte Lake (PLIA) Zoom
- 25 Oct delivered Prop A/Headlee Guide to Lake and CLTwps., in preparation of the 30 Oct Town Hall, 5:30pm, county building.
- 26 Oct County SWAT training
- 30 Oct Senator Jon Bumstead, main topics of discussion: Karen/Vet Affairs, asked about vets affidavits and tax credit, stating it should not be delayed through MI Treasury, Sen Bumstead provided her with a contact for answers.
- Attended a special public hearing in Frankfort for final resolutions for: Residential Housing District and Attainable Housing District. Josh Mills/Frankfort Superintendent shared that on 2 Nov, Frankfort has a public hearing to discuss the creation of an Attainable Housing District. These districts allow the city to partner with the private sector for the creation of sustainable Workforce Housing.
- 6 Nov Vet to Vet group
- 7 Nov Attended Leelanau Solid Waste Committee.
- 9 Nov Frankfort Business Incubator: information shared as needed.
- Nov Various meetings with constituents.

Rhonda Nye
District IV – Benzonia Township
Commissioner Report
November 14, 2023

October 25 – Benzie Leelanau District Health Dept.

- Entered into closed session to confer with health department legal counsel.
- Overall, the number of requests for land use services (including final inspections) during FY 2023 are up by 8.56% from FY 2022.
- Health Department will be changing their insurance agent from HUB to Advantage Benefits.
- Health Department will be closed December 1st for their annual staff day.

October 30 – Headlee Reset Townhall

- Attended by all commissioners. Many townships represented. Informational slide show presented with discussion afterward. Townships were given a draft resolution to consider. If a majority of townships support a vote on the Headlee Reset the BOC has committed to move forward with the effort.

October 31 – Centra Wellness Executive Committee

- A recipient rights issue was considered at length which culminated with a letter drafted to request more information.

November 6 – Village of Benzonia

- Revised Village of Benzonia Zoning Ordinance was adopted. The new zoning ordinances will be in an electronically tabbed format as required by Redevelopment Ready Community best practices.
- Spark grant was not awarded this round for the Academy Park Ice Rink.
- Garage project is almost complete which included larger door opening, roof, heater and insulation.

November 6 – Building & Grounds Committee

- Parking lot lighting, sidewalks and concrete upgrades discussed; likely delayed until Spring.
- Quotes for building signs along US 31 and campus wayfinding signs reviewed and recommendation made.
- Administrator provided copies of the Procedures to Implement the County Purchasing Policy. Agreed the policy needs to be reviewed and updated to insure process is defined and effective.

November 8 – Benzonia Township

- Supervisor acknowledged the passing of Trustee Jim Sheets with gratitude for his years of service.
- Vacant Trustee position must be filled within 45 days and any candidate must be 18 years of age, a US citizen and a township resident for 30 days.
- Assistant Zoning Administrator, Mary Pitcher, appointed as Township Blight Officer.
- Headlee Reset Resolution approved.

November 8 – Joint Court Public Defender Interviews

- Two qualified candidates interviewed in a round robin format.
- Jane Johnson selected with the overall sentiment that both candidates interviewed very well.

November 9 – Centra Wellness Board

- Reported that funding for CCBHC's (Certified Community Behavioral Health Clinic) has gone from 100 million to 380 million for 30+ sites in MI serving 6500 people; 70% of those being served were found to be at a level where they should have been served by CMH anyway.
- Our CMH serves 1400 people and 200 of those people are served by our OHH and BHH and benefit from other services i.e. Catholic Human Services.
- Report presented that shows recidivism in hospital is 20% better with BHH v. CCBHC.
- Presentation and discussion regarding Alternative Outpatient Treatment and criteria of court ordered treatment; supported by Michigan Compiled Laws PA 176 of 2023.

November 9 – Natural Rivers Zoning Appeals

- Noted that only 4/7 voting member present and applicants were not in attendance; all 4 members needed to agree for a motion to pass. If request considered and denied the applicants could come back at a later date but not with the same request. Decided to move forward with consideration.
- Request was for an 8' high, 100' long chain length fence to the river edge to prevent trespassing.
- Lengthy discussion of options and possible precedents. Seven standard review questions deliberated to guide decision and ultimately request was denied unanimously.

November 13 – Benzie Central School Board

- Bus garage bids will be opened November 30th.
- Fall 2023 General Collection Update – results of 'count day' show student count down considerably from last year.
- Crystal Lake Community Mentors are accepting volunteers to mentor students at Homestead Hills Elementary School.
- 2022/23 Audit Review presented by Julie Burks – Dennis, Gartland, Niergarth
 - Net position up 4.1 million
 - Significant finding that transactions had not been recorded because bank reconciliations were not done in a timely manner
 - Non-compliance for excess fund balance in food service; no penalty just action plan required to spend down fund
- Approval to List Crystal Lake Property was pulled from the agenda and Benzie Wellness and Aquatic Center given two weeks to finalize agreement, once in place a 90 day inspection period will be agreed to. If this agreement does not culminate in a closed sale, property will be listed for sale.

Tammy Bowers

From: Gary Sauer
Sent: Wednesday, November 8, 2023 4:36 PM
To: Tammy Bowers
Subject: Commissioner Report District 7

010-25 Health Department

Some members would like to peruse our own Health Officer, cost would be prohibitive. Looking at a re-write of current contract with HDNW to have more input on hiring of health officer. Stakeholders were asked to help with statewide septic ordinance, probably won't resurface till spring on state legislative docket. Board will peruse writing procedures for grants, ect. so board has more oversight on operations of Health Department.

10-26 Road Commission

Benzonia Township approached commission on paving of Cedar Street (855 ft.) Discussed issues and costs all would be township's expense and responsibility. Plan to proceed with engineering study to get a handle on these. Paved section of Reynolds's road by dollar general, reinstated safety committee at road commission, and fully staffed for winter.

10-26 Maples

Goal by board and management is to be profitable in 2024. Strides being made with that goal in mind. Asked about administrator, board will be workin on this at next meeting. Occupancy numbers are up at 75. 9 admits and 8 were from Benzie County. 6 new hires, working to reduce contract staffing all positive actions.

10-30 Mac Agricultural and Tourism

Larisa Draves spoke about the CVB. Public act 268 and Act 59, counties will collect tax (bed tax) on lodging owners, by a vote to help promote their product to tourists. We partnered with Traverse Tourism. MEDC has oversight and conducts audits. Discussed a tax levy to help offset Public Safety cost associated with the influx of tourists. Larisa was concerned it only affected a small group not all that target tourism. Short term rentals, restaurants, food trucks just to name a few.

10-30 Headlee Reset

Well attended good discussions from both sides. Currently in the township hands with the resolutions. Decision will be made from there.

11-1 Workers Comp

Benzie County received 64,107 and Benzie Bus got 28,710 in a dividend. I brought back the county's check. Discussed 1'st amendment auditors, would like to receive training for our employees to know how to react in these situations.

11-2 Blaine Township

Normal business.

11-6 Buildings and Grounds

Discussed probation and parole issue and recommended to proceed with remodeling of their area. Have a recommendation for signage for campus, both will be on the agenda for the 14. Discussed lighting of parking lot and possible fixes. Wishing to peruse policy changes on hiring of contractors for projects would like Input from all commissioner's.

11-7 BVTMC special meeting

Recommend proceeding with Spark grant. Also recommend applying for Raise grant. Will discuss with board. Looking into a MOU with friends group.

11-8 Chief Public Defender interviews

2 excellent candidates. Consensus was to offer to Jane Johnson.

Will discuss any other meeting's before our BOC meeting on the 14 th.
Gary Sauer District 7 commissioner.Sent from my iPad

Finance Report

BILLS TO BE APPROVED November 28th

Motion to approve Vouchers in the amount of:

\$	52,445.37	General Fund (101)
\$	13,648.79	Jail Fund (213)
\$	9,047.00	Ambulance Fund & ALS (214)
\$	17,683.96	Funds 105-238
\$	511.60	ACO Fund (247)
\$	138.45	Building (249)
\$	2,549.67	Dispatch 911 Fund (261)
\$	1,535.72	Funds 239-292
\$	312,912.55	Funds 293-640
\$	3,967.41	701 Fund
\$	83,695.44	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
<u>\$</u>	<u>498,135.96</u>	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 101 BOARD OF COMMISSIONERS					
101-101-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH1CLIENT #0110900001	DENTAL PLAN FOR DECE	415.18	91908
101-101-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT#842083652-00001 OCT 13-NOV 12	43.64	91968
101-101-860.00	TRAVEL	MARKEY, TIM	OCTOBER 2023 COMMISSIONER PER DIEM/TRAV	83.18	91940
101-101-955.00	DUES & REGISTRATIONS	NATIONAL ASSOCIATION OF CC	COUNTY DUES FOR 01/01/24 TO 12/31/2024	450.00	91947
Total For Dept 101 BOARD OF COMMISSIONERS				992.00	
Dept 172 ADMINISTRATOR					
101-172-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH1CLIENT #0110900001	DENTAL PLAN FOR DECE	231.98	91908
Total For Dept 172 ADMINISTRATOR				231.98	
Dept 215 COUNTY CLERK					
101-215-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH1CLIENT #0110900001	DENTAL PLAN FOR DECE	213.43	91908
101-215-955.00	DUES & REGISTRATIONS	MICHIGAN ASSOCIATION OF CC	2024 ASSOCIATION DUES FOR COUNTY CLERKS	300.00	91945
Total For Dept 215 COUNTY CLERK				513.43	
Dept 228 TECHNOLOGY					
101-228-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	967.20	91879
101-228-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEN	618.08	91879
Total For Dept 228 TECHNOLOGY				1,585.28	
Dept 233 CENTRAL SERVICES					
101-233-727.10	PAPER SUPPLIES	JACKPINE BUSINESS CENTERS	20 CASES OF COPY PAPER	979.40	91927
101-233-730.00	POSTAGE	FP FINANCE PROGRAM	POSTAGE FOR MONTH OF NOVEMBER	2,500.00	44
101-233-730.00	POSTAGE	NUGENT ACE HARDWARE	PARCEL SERVICE. 22-2851-FC PEOPLE V FRE	17.49	91952
101-233-800.00	CONTRACTED SERVICES	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	1,432.17	91948
101-233-800.00	CONTRACTED SERVICES	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	1,186.74	91965
101-233-874.00	MEDICAL INSURANCE - RETIREES	BLUE CARE NETWORK	GROUP 00189733 SUB 0002 RETIREE'S FOR I	(243.06)	91891
101-233-874.00	MEDICAL INSURANCE - RETIREES	DELTA DENTAL PLAN OF MICH1CLIENT #0110900001	DENTAL PLAN FOR DECE	93.29	91908
101-233-940.20	EQUIPMENT LEASE	APPLIED INNOVATION	SUM OF EQUIPMENT BASE CHARGES	43.74	91884
101-233-940.20	EQUIPMENT LEASE	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	859.25	91948
101-233-940.20	EQUIPMENT LEASE-40023293-4003597	TEAM FINANCIAL GROUP, INC.	CUSTOMER #40008416 CONTRACT #40035973-1	138.65	91964
101-233-940.20	EQUIPMENT LEASE-40027957	TEAM FINANCIAL GROUP, INC.	CUSTOMER #40027957 CONTRACT #40027957-1	120.97	91964
101-233-940.20	EQUIPMENT LEASE-40023293-4003597	TEAM FINANCIAL GROUP, INC.	CUSTOMER #40032368 CONTRACT #40032368-1	375.75	91964
101-233-940.20	EQUIPMENT LEASE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	475.01	91965
Total For Dept 233 CENTRAL SERVICES				7,979.40	
Dept 253 COUNTY TREASURER					
101-253-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH1CLIENT #0110900001	DENTAL PLAN FOR DECE	182.67	91908
Total For Dept 253 COUNTY TREASURER				182.67	
Dept 257 EQUALIZATION DEPARTMENT					
101-257-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH1CLIENT #0110900001	DENTAL PLAN FOR DECE	133.36	91908
101-257-800.00	CONTRACTED SERVICES	W.A.S LLC	2023 EQUALIZATION SERVICES	2,950.00	46
Total For Dept 257 EQUALIZATION DEPARTMENT				3,083.36	
Dept 262 ELECTIONS					
101-262-721.00	PER DIEM	GARY GIELCZYK	BOARD OF CANVASSERS ELECTION & CERTIFY	80.00	91918
101-262-721.00	PER DIEM	MAUREEN JEANNOT	BOARD OF CANVASSERS ELECTION & CERTIFY	80.00	91941
101-262-721.00	PER DIEM	MICHAEL SMITH	BOARD OF CANVASSERS ELECTION & CERTIFY	80.00	91944
101-262-721.00	PER DIEM	PETE BROWN	BOARD OF CANVASSERS ELECTION & CERTIFY	80.00	91954
101-262-860.00	TRAVEL	GARY GIELCZYK	BOARD OF CANVASSERS ELECTION & CERTIFY	7.50	91918
101-262-860.00	TRAVEL	MAUREEN JEANNOT	BOARD OF CANVASSERS ELECTION & CERTIFY	5.63	91941
101-262-860.00	TRAVEL	MICHAEL SMITH	BOARD OF CANVASSERS ELECTION & CERTIFY	6.25	91944

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 262 ELECTIONS					
101-262-860.00	TRAVEL	PETE BROWN	BOARD OF CANVASSERS ELECTION & CERTIFY	1.25	91954
Total For Dept 262 ELECTIONS				340.63	
Dept 265 BUILDING & GROUNDS					
101-265-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	27.84	91908
101-265-750.00	MAINTENANCE SUPPLIES	VISA	VISA-SHERIFF'S OFFICE	40.98	45
101-265-750.00	MAINTENANCE SUPPLIES	JACKPINE BUSINESS CENTERS	2 AT-A GLANCE CALENDARS	45.17	91927
101-265-750.00	MAINTENANCE SUPPLIES	KSS	CLEANING SUPPLIES	352.77	91935
101-265-750.00	MAINTENANCE SUPPLIES	KSS	CLEANING SUPPLIES-FORKS, SPOONS, & AIR	141.72	91935
101-265-850.00	TELEPHONE	CENTURYLINK	30343955 COMMUNICATION	40.71	91898
101-265-853.00	CELL PHONES	VERIZON WIRELESS	ACCT#842083652-00001 OCT 13-NOV 12	43.64	91968
101-265-923.00	FUEL/PROPANE-DHS 9100 209 3120	DTE ENERGY	ACCT #9100 209 29204 JAIL 10/11/23 TO 1	409.80	91911
101-265-923.00	FUEL/PROPANE-DHS 9100 209 3120	DTE ENERGY	ACCT #9100 209 3120-0 425 COURT PLACE	436.47	91914
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT #1000 0051 4313 JAIL 10/09/23-11/C	862.66	91903
101-265-924.00	ELECTRIC-MAIN BUILDING 1000 0051	CONSUMERS ENERGY	ACCT #1000 0051 4248 MAIN BUILDING ELEC	4,381.27	91904
101-265-924.00	ELECTRIC- GARAGE 1000 0586 8649	CONSUMERS ENERGY	ACCT #1000 0586 8649 GARAGE @ GOV CENTE	93.72	91905
101-265-935.00	BUILDING REPAIRS	HURST MECHANICAL	INSPECTION OF LARGE AAOON UNIT FOR WHIST	88.66	91926
101-265-935.00	BUILDING REPAIRS	ORKIN	PEST CONTROL SERVICE	203.79	91953
101-265-935.00	BUILDING REPAIRS	WESTSHORE PLUMBING & HEAT	REMOVE & REINSTALL TOILET IN JUDGES CH	147.33	91972
Total For Dept 265 BUILDING & GROUNDS				7,316.53	
Dept 266 LEGAL & CONTRACTED SERVICES					
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	2,231.25	91900
Total For Dept 266 LEGAL & CONTRACTED SERVICES				2,231.25	
Dept 283 CIRCUIT COURT					
101-283-800.00	CONTRACTED SVCS - THINKING MATTE	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	17.68	91948
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	BARE & WESTFALL, P.C.	SEPT/OCT COURT APPOINTED ATTY	412.50	91885
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	BARE & WESTFALL, P.C.	10/31/23-11/01/23 COURT APPOINTED ATTY	112.50	91885
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	NICHOLAS BROWN LAW, PLLC	COURT APPOINTED ATTY FOR VARIOUS NA CAS	1,970.30	91949
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFF18	DRUG TESTS	32.00	91888
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFF17	DRUG TESTS	28.00	91888
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFF111	DRUG TESTS	44.00	91888
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFF13	DRUG TESTS	12.00	91888
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	JACKPINE BUSINESS CENTERS	BROTHER INK CARTRIDGE	68.98	91927
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	JACKPINE BUSINESS CENTERS	LABELS, COPY PAPER, FOLDER FASTNER'S	88.36	91927
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	REDWOOD TOXICOLOGY LABORA	ACCT# 305717 OPIATES CONFIRMATION-DRUG	15.00	91956
Total For Dept 283 CIRCUIT COURT				2,801.32	
Dept 286 DISTRICT COURT					
101-286-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	668.63	91908
101-286-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT#842083652-00001 OCT 13-NOV 12	195.37	91968
Total For Dept 286 DISTRICT COURT				864.00	
Dept 296 PROSECUTING ATTORNEY					
101-296-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	238.35	91908
101-296-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT#842083652-00001 OCT 13-NOV 12	87.28	91968
Total For Dept 296 PROSECUTING ATTORNEY				325.63	
Dept 301 SHERIFF					
101-301-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	1,185.35	91908
101-301-727.00	OFFICE SUPPLIES	VISA	VISA-SHERIFF'S OFFICE	199.60	45
101-301-727.00	OFFICE SUPPLIES	PLATTE RIVER PRINTING	48HR IMPOUND STICKERS	126.00	91955

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301 SHERIFF					
101-301-748.00	GAS, OIL & GREASE	VISA	VISA-SHERIFF'S OFFICE	75.19	45
101-301-748.00	GAS, OIL & GREASE	HONOR TOUCHLESS AUTO WASH	45 CAR WASH TOKENS	500.00	91925
101-301-748.00	GAS, OIL & GREASE	WATSON BENZIE LLC	22-1 OIL CHNG TR ROT CONTRACT 21379 MI	340.00	91970
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	23-2 OIL CHANGE MHO EXPENSE	64.52	91975
101-301-748.00	GAS, OIL & GREASE	XPRESS LUBE	16-1 OIL CHANGE	53.49	91975
101-301-749.00	VEHICLE REPAIRS	BAYSHORE TIRE & AUTO	17 TIRES (4SETS/1SPARE)	2,934.24	91886
101-301-749.00	VEHICLE REPAIRS	BAYSHORE TIRE & AUTO	19-4 NEW TIRE MOUNT	64.00	91886
101-301-751.00	UNIFORMS	AMAZON CAPITAL SERVICES, I	BOOTS - MM - ROAD, CC - JAIL	100.10	91882
101-301-751.00	UNIFORMS	BENZIE COUNTY SHERIFF OFFI	PETTY CASH 10/01 TO 11/08/2023	19.07	91889
101-301-800.00	CONTRACTED SERVICES	CORE TECHNOLOGY CORPORATI	QUOTE 1332, INSTALLATION & CONFIGURATIC	333.00	91907
101-301-853.00	CELLULAR PHONES-ROAD PATROL	VERIZON WIRELESS	BCSO 10132023 TO 11122023 CELL PHONES	(316.04)	91968
101-301-961.00	TRAINING & SCHOOLS	VISA	VISA-SHERIFF'S OFFICE	816.34	45
101-301-961.00	TRAINING & SCHOOLS	BENZIE COUNTY SHERIFF OFFI	PETTY CASH 10/01 TO 11/08/2023	75.63	91889
Total For Dept 301 SHERIFF				6,570.49	
Dept 333 SECONDARY ROAD PATROL					
101-333-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIC	CLIENT #0110900001 DENTAL PLAN FOR DECE	102.07	91908
Total For Dept 333 SECONDARY ROAD PATROL				102.07	
Dept 334 ZERO TOLERANCE, BAILIFF					
101-334-751.00	UNIFORMS	AMAZON CAPITAL SERVICES, I	UNIFORMS - BAILIFF - GM	45.59	91882
Total For Dept 334 ZERO TOLERANCE, BAILIFF				45.59	
Dept 426 EMERGENCY MANAGEMENT					
101-426-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIC	CLIENT #0110900001 DENTAL PLAN FOR DECE	52.76	91908
Total For Dept 426 EMERGENCY MANAGEMENT				52.76	
Dept 648 MEDICAL EXAMINER					
101-648-835.00	LAB FEES	NMS LABS	LAB FEES-ACCT#10765	1,440.00	91950
101-648-835.00	LAB FEES	RGS REMOVALS	MICROSOPIIC SLIDES FOR 7 DEATHS	279.00	91957
101-648-835.60	FORENSIC AUTOPSIES	GOSLINOSKI, LOIS R. DO	AUTOPSY FEE-OCTOBER 2023	2,400.00	91920
101-648-970.00	EQUIPMENT- MEDICAL EXAMINER	STERICYCLE, INC.	SITE 002: BENZIE COUNTY EMS, STERI-SAFE	750.94	91963
Total For Dept 648 MEDICAL EXAMINER				4,869.94	
Dept 662 JUVENILE DIVISION					
101-662-727.00	OFFICE SUPPLIES	WELLS FARGO FINANCIAL LEAS	603-0236145-000 MX-M2651 SHARP COPIER	79.90	91971
Total For Dept 662 JUVENILE DIVISION				79.90	
Dept 670 DHHS BOARD					
101-670-721.00	PER DIEM - DHHS BOARD	HARRISON, SCOTT	MDHHS BOARD	40.00	91924
101-670-721.00	PER DIEM - DHHS BOARD	JOWETT, GAYLORD	MDHHS MEETING	40.00	91929
101-670-721.00	PER DIEM - DHHS BOARD	SCHAFFER, DONALD E.	MDHHS MEETING	40.00	91960
101-670-860.00	TRAVEL - DHHS BOARD	SCHAFFER, DONALD E.	MDHHS MEETING	5.90	91960
Total For Dept 670 DHHS BOARD				125.90	
Dept 684 INTERGOVERNMENTAL					
101-684-885.00	LIQUOR TAX - NO MI REG ENTITY	NORTHERN MICHIGAN REGIONAI	LIQUOR TAX PORTION OWED TO NMRE	11,968.57	91951
Total For Dept 684 INTERGOVERNMENTAL				11,968.57	
Dept 711 REGISTER OF DEEDS					
101-711-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIC	CLIENT #0110900001 DENTAL PLAN FOR DECE	182.67	91908
Total For Dept 711 REGISTER OF DEEDS				182.67	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Total For Fund 101 GENERAL FUND				52,445.37	
Fund 210 AMBULANCE FUND					
Dept 265 BUILDING & GROUNDS					
210-265-820.00	GROUNDS MAINTENANCE	MI PEST	ST 2 PEST CONTROL	66.00	91943
210-265-820.00	GROUNDS MAINTENANCE	THE PUMPING SERVICE, LLC	ST 2 SEPTIC PUMPING	725.00	91966
210-265-850.01	INTERNET, PHONE, CABLE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	19.98	91965
210-265-922.00	WATER & SEWER	CITY OF FRANKFORT	WATER SEWER ST 3	74.36	91899
210-265-922.00	WATER & SEWER	MCCARDEL WATER CONDITIONIN	ST 3 MCCARDAL	38.00	91942
210-265-922.00	WATER & SEWER	MCCARDEL WATER CONDITIONIN	ST 3 WATER SALT	38.00	91942
210-265-923.00	FUEL/PROPANE-EMS PINE LN 9100 20	DTE ENERGY	ACCT #9100 209 2902 2 PARK AVE 10/11/23	84.59	91912
210-265-923.00	FUEL/PROPANE-EMS PINE LN 9100 20	DTE ENERGY	ACCT #9100 209 3107 7 PINE LN 10/11/23-	60.80	91913
210-265-924.00	ELECTRIC-STATION 3 GARAGE 1000 1	CONSUMERS ENERGY	ACCT #1000 1354 3937 EMS PINE LN 10/4/2	65.89	91901
210-265-924.00	ELECTRIC-STATION 3 1000 1354 355	CONSUMERS ENERGY	ACCT #1000 1354 3556 PARK AVE 10/4/23-1	138.43	91902
Total For Dept 265 BUILDING & GROUNDS				1,311.05	
Dept 651 EMERGENCY MEDICAL TECHNICIANS					
210-651-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHICLI	CLIENT #0110900001 DENTAL PLAN FOR DECE	(176.30)	91908
Total For Dept 651 EMERGENCY MEDICAL TECHNICIANS				(176.30)	
Dept 655 ADVANCED LIFE SUPPORT (ALS)					
210-655-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHICLI	CLIENT #0110900001 DENTAL PLAN FOR DECE	1,238.11	91908
210-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, LLC	MED SUPPLIES	88.18	91894
210-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, LLC	MED SUPPLIES	1,702.85	91894
210-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, LLC	MED SUPPLIES	88.18	91894
210-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, LLC	MED SUPPLIES	179.69	91894
210-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	98.68	91880
210-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	69.90	91880
210-655-749.00	VEHICLE REPAIRS	JUST TRUCKS INC	T61 STARTING ISSUES	216.17	91932
210-655-751.00	UNIFORMS	ROBERT STAHL	60340547-BOOTS	153.70	91958
210-655-800.00	CONTRACTED SERVICES	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	124.00	91948
210-655-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCTO	791.73	91900
210-655-955.00	DUES & REGISTRATIONS	MAAS	MAAS MEMBERSHIP RENEWAL	1,117.00	91937
210-655-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	205.53	91879
210-655-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEN	19.52	91879
210-655-963.00	COMPUTER SUPPORT	GRAND TRAVERSE MOBILE COMM	TABLET MOUNT AND INSTALL IN A32	1,819.01	91923
Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)				7,912.25	
Total For Fund 210 AMBULANCE FUND				9,047.00	
Fund 213 JAIL OPERATIONS FUND					
Dept 265 BUILDING & GROUNDS					
213-265-751.00	UNIFORMS	VISA	VISA-SHERIFF'S OFFICE	412.80	45
213-265-782.00	MAINTENANCE SUPPLIES	VISA	VISA-SHERIFF'S OFFICE	20.75	45
213-265-783.00	EQUIP. SERVICES & SUPPLIES	VISA	VISA-SHERIFF'S OFFICE	108.32	45
213-265-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	112.41	91965
213-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	BCSO 10132023 TO 11122023 CELL PHONES	346.91	91968
213-265-923.00	FUEL - NATURAL GAS	DTE ENERGY	ACCT #9100 209 29204 JAIL 10/11/23 TO 1	1,003.30	91911
213-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT #1000 0051 4313 JAIL 10/09/23-11/C	2,112.06	91903
213-265-935.00	JAIL REPAIRS	HURST MECHANICAL	INSPECTION OF LARGE AAOON UNIT FOR WHIST	217.08	91926
213-265-935.00	JAIL REPAIRS	JOHNSON CONTROLS FIRE PROI	SERVICE CALL FOR JAIL	171.00	91928
213-265-935.00	JAIL REPAIRS	ORKIN	PEST CONTROL SERVICE	498.90	91953
Total For Dept 265 BUILDING & GROUNDS				5,003.53	
Dept 351 JAIL - CORRECTIONS					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 213 JAIL OPERATIONS FUND					
Dept 351 JAIL - CORRECTIONS					
213-351-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	1,089.12	91908
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPPLIES 11/05/2023 TO 11/11/2023	2,896.67	91896
213-351-748.00	GAS, OIL & GREASE	VISA	VISA-SHERIFF'S OFFICE	43.75	45
213-351-751.00	UNIFORMS	VISA	VISA-SHERIFF'S OFFICE	356.53	45
213-351-751.00	UNIFORMS	AMAZON CAPITAL SERVICES, I	BOOTS - MM - ROAD, CC - JAIL	146.95	91882
213-351-752.00	PRISONERS LAUNDRY	AMAZON CAPITAL SERVICES, I	LAUNDRY BAGS - WORK RELEASE	28.20	91882
213-351-800.00	CONTRACTED SERVICES	CORE TECHNOLOGY CORPORATIO	QUOTE 1332, INSTALLATION & CONFIGURATIO	333.00	91907
213-351-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	611.79	91900
213-351-834.00	PRISONER MEDICAL	ALL ACCESS CARE PLLC	GT COUNTY INMATE CARE - OCT 2023	1,077.21	91881
213-351-865.00	PRISONER TRANSFER	BENZIE COUNTY SHERIFF OFFI	PETTY CASH 10/01 TO 11/08/2023	106.71	91889
213-351-940.20	EQUIPMENT LEASE - COPIER	NETLINK BUSINESS SOLUTIONS	COPIES - AUG,SEPT,OCT - BCSO	373.87	91948
213-351-956.00	EMPLOYEE PHYSICALS	MUNSON WALK IN CLINC	NEW EMPLOYEE PHYS GJ	75.00	91946
213-351-961.00	TRAINING & SCHOOLS	VISA	VISA-SHERIFF'S OFFICE	767.97	45
213-351-961.00	TRAINING & SCHOOLS	BENZIE COUNTY SHERIFF OFFI	PETTY CASH 10/01 TO 11/08/2023	29.50	91889
213-351-961.00	TRAINING & SCHOOLS	MACNLOW ASSOCIATES	INMATE CLASSIFICAITON (2 SGT ATTENDING	450.00	91938
213-351-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	229.71	91879
213-351-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEN	29.28	91879
Total For Dept 351 JAIL - CORRECTIONS				8,645.26	
Total For Fund 213 JAIL OPERATIONS FUND				13,648.79	
Fund 228 SOLID WASTE/RECYCLING FUND					
Dept 000					
228-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	27.84	91908
228-000-800.00	CONTRACTED SERVICES	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	18.00	91948
228-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	35.99	91900
228-000-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	9.99	91965
228-000-850.00	TELEPHONE	VERIZON WIRELESS	ACCT#842083652-00001 OCT 13-NOV 12	43.64	91968
228-000-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	24.18	91879
228-000-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEN	2.44	91879
Total For Dept 000				162.08	
Total For Fund 228 SOLID WASTE/RECYCLING FUND				162.08	
Fund 232 SHERIFF'S K-9 FUND					
Dept 000					
232-000-967.00	PROJECT EXPENSES	VISA	VISA-SHERIFF'S OFFICE	209.00	45
232-000-967.00	PROJECT EXPENSES	FRESH COAST K9, LLC	K9 OMAR PURCHASE AGREEMENT	17,000.00	91917
Total For Dept 000				17,209.00	
Total For Fund 232 SHERIFF'S K-9 FUND				17,209.00	
Fund 236 SCHOOL RESOURCE OFFICER					
Dept 000					
236-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	154.83	91908
236-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	71.98	91900
236-000-957.00	MISCELLANEOUS	VERIZON WIRELESS	BCSO 10132023 TO 1122023 CELL PHONES	86.07	91968
Total For Dept 000				312.88	
Total For Fund 236 SCHOOL RESOURCE OFFICER				312.88	
Fund 249 BUILDING DEPARTMENT FUND					
Dept 000					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 249 BUILDING DEPARTMENT FUND					
Dept 000					
249-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	71.98	91900
				<hr/>	
Total For Dept 000				71.98	
Dept 371 BUILDING INSPECTOR					
249-371-800.00	CONTRACTED SERVICES	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	18.00	91948
249-371-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	36.27	91879
249-371-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEN	12.20	91879
				<hr/>	
Total For Dept 371 BUILDING INSPECTOR				66.47	
				<hr/>	
Total For Fund 249 BUILDING DEPARTMENT FUND				138.45	
Fund 251 ANIMAL CONTROL FUND					
Dept 265 BUILDING & GROUNDS					
251-265-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	26.23	91965
251-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT#842083652-00001 OCT 13-NOV 12	94.63	91968
251-265-924.00	ELECTRIC-ANIMAL CONTROL 1000 060	CONSUMERS ENERGY	ACCT #1000 0608 1572 ANIMAL CONTROL 10/	56.99	91906
				<hr/>	
Total For Dept 265 BUILDING & GROUNDS				177.85	
Dept 430 ANIMAL CONTROL					
251-430-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	129.91	91908
251-430-800.00	CONTRACTED SERVICES	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	37.76	91948
251-430-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	107.96	91900
251-430-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	48.36	91879
251-430-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEN	9.76	91879
				<hr/>	
Total For Dept 430 ANIMAL CONTROL				333.75	
				<hr/>	
Total For Fund 251 ANIMAL CONTROL FUND				511.60	
Fund 259 DISPATCHER TRAINING FUND					
Dept 000					
259-000-961.00	TRAINING & SCHOOLS	VIRTUAL ACADEMY-SAVANT LEA	VIRTUAL ACADEMY ONLINE DISPATCHER TRAIN	552.00	91969
				<hr/>	
Total For Dept 000				552.00	
				<hr/>	
Total For Fund 259 DISPATCHER TRAINING FUND				552.00	
Fund 261 911 EMERGENCY SERVICE FUND					
Dept 266 LEGAL & CONTRACTED SERVICES					
261-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	377.87	91900
				<hr/>	
Total For Dept 266 LEGAL & CONTRACTED SERVICES				377.87	
Dept 325 DISPATCH/COMMUNICATION					
261-325-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	445.94	91908
261-325-727.00	OFFICE SUPPLIES	VISA	VISA-SHERIFF'S OFFICE	2.33	45
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL, LLC	911 SOLUTION MONTHLY SERVICE AND MAINT	938.00	91973
261-325-853.00	CELLULAR PHONES	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	26.23	91965
261-325-954.10	RENT	CONSUMERS ENERGY	ACCT #1000 0051 4313 JAIL 10/09/23-11/C	48.99	91903
261-325-954.10	RENT	DTE ENERGY	ACCT #9100 209 29204 JAIL 10/11/23 TO 1	23.27	91911
261-325-954.10	RENT	HURST MECHANICAL	INSPECTION OF LARGE AAO UNIT FOR WHISI	5.04	91926
261-325-954.10	RENT	ORKIN	PEST CONTROL SERVICE	11.55	91953
261-325-956.00	EMPLOYEE PHYSICALS	MUNSON WALK IN CLINC	PRE EMPLOYMENT PHYSICAL-HEINZ	75.00	91946
261-325-956.00	EMPLOYEE PHYSICALS	MUNSON WALK IN CLINC	PRE EMPLOYMENT PHYSICAL-WOODS	75.00	91946
261-325-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	157.17	91879
261-325-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEN	29.28	91879
261-325-978.01	LIEN ACCESS	CORE TECHNOLOGY CORPORATI	QUOTE 1332, INSTALLATION & CONFIGURATIC	334.00	91907

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 261 911 EMERGENCY SERVICE FUND					
Dept 325 DISPATCH/COMMUNICATION					
Total For Dept 325 DISPATCH/COMMUNICATION				2,171.80	
Total For Fund 261 911 EMERGENCY SERVICE FUND				2,549.67	
Fund 263 CPL CLERK TECHNOLOGY FUND					
Dept 000					
263-000-955.00	CONVENTIONS & MEETINGS	VISA	VISA-SHERIFF'S OFFICE	50.00	45
Total For Dept 000				50.00	
Total For Fund 263 CPL CLERK TECHNOLOGY FUND				50.00	
Fund 265 TNT OFFICER MILLAGE FUND					
Dept 000					
265-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	27.84	91908
265-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PERFESSIONAL SERVICES RENDERED FOR OCT	35.99	91900
265-000-853.00	CELLULAR PHONES-TNT	VERIZON WIRELESS	BCSO 10132023 TO 11122023 CELL PHONES	(23.35)	91968
Total For Dept 000				40.48	
Total For Fund 265 TNT OFFICER MILLAGE FUND				40.48	
Fund 286 AMERICAN RESCUE PLAN ACT (ARPA) GRANT					
Dept 000					
286-000-967.00	PROJECT EXPENSES	AMAZON CAPITAL SERVICES,	1UPDATE FOR STAFF BREAK ROOM	473.79	91882
286-000-967.00	PROJECT EXPENSES	AMAZON CAPITAL SERVICES,	1BREAKROOM ITEMS FOR GOV CENTER	191.70	91882
Total For Dept 000				665.49	
Total For Fund 286 AMERICAN RESCUE PLAN ACT (ARPA) GRANT				665.49	
Fund 292 CHILD CARE FUND					
Dept 000					
292-000-817.00	SUBSTANCE ABUSE COUNSELING	CATHOLIC HUMAN SERVICES,	1COUNSELING 10/10/23, 10/19/23, 10/26/23	216.00	91897
292-000-860.00	TRAVEL/GAS CARDS	LORI R. WADE	REIMBURSMET FOR LUNCH FOR JOB-CORP-VIE	11.75	91936
Total For Dept 000				227.75	
Total For Fund 292 CHILD CARE FUND				227.75	
Fund 293 VETERAN'S RELIEF FUND					
Dept 000					
293-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #0110900001 DENTAL PLAN FOR DECE	27.84	91908
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	BURCH, TYSON	VETERAN'S AFFAIRS COMMITTEE	40.00	91895
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS	FENDER, GARY	VETERANS AFFAIRS COMMITTEE MEETING	40.00	91916
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	GIDDIS, KIRT	VETERANS AFFAIRS COMMITTEE MEETING	40.00	91919
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	KOWALSKI, ED	VETERANS AFFAIRS COMMITTEE MEETING	40.00	91934
293-000-721.00	PER DIEM-VA PER DIEM	SCHAFFER, DONALD E.	VETERAN'S AFFAIRS COMMITTEE	40.00	91960
293-000-800.00	CONTRACTED SERVICES	NETLINK BUSINESS SOLUTIONS	COPIER COUNTS & AGREEMENTS FOR 10/3/23	79.36	91948
293-000-839.10	VETERANS FINANCIAL AID	JUNIORS DISCOUNT TIRE CENT	ESTIMATE FOR DRAGOVICH, MARK	1,077.99	91931
293-000-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	20.49	91965
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	BURCH, TYSON	VETERAN'S AFFAIRS COMMITTEE	22.14	91895
293-000-860.00	TRAVEL-VETERAN'S AFFAIRS	FENDER, GARY	VETERANS AFFAIRS COMMITTEE MEETING	7.86	91916
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	GIDDIS, KIRT	VETERANS AFFAIRS COMMITTEE MEETING	20.83	91919
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	KOWALSKI, ED	VETERANS AFFAIRS COMMITTEE MEETING	3.93	91934
293-000-860.00	TRAVEL	ROELOFS, ROBERT	VETERAN'S AFFAIRS COMMITTEE	27.51	91959
293-000-860.00	TRAVEL-VA MILEAGE	SCHAFFER, DONALD E.	VETERAN'S AFFAIRS COMMITTEE	2.88	91960
293-000-900.00	PRINTING & PUBLISHING	BENZIE TRANSPORTATION AUTH	3 FULL BUS WRAP ON BUS #23, 39, & 43	15,375.00	91890

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 11/10/2023 - 11/17/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 293 VETERAN'S RELIEF FUND					
Dept 000					
293-000-900.00	PRINTING & PUBLISHING	EPICENTER GRAPHICS	3 WRAPS FOR BUSES FOR VETERAN'S AFFAIRS	5,465.00	91915
293-000-955.00	CONVENTIONS & MEETINGS	GRAND TRAVERSE AREA VETERAN	DUES FOR YEAR OF 2024	50.00	91921
293-000-963.00	COMPUTER SUPPORT	VC3 INC	MICROSOFT 365 MONTHLY COSTS	24.18	91879
293-000-963.00	COMPUTER SUPPORT	VC3 INC	CLOUD PRODUCTION AND RECOVERY FOR NOVEM	2.44	91879
Total For Dept 000				22,407.45	
Total For Fund 293 VETERAN'S RELIEF FUND				22,407.45	
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 901 911/EOC EXPANSION PROJECT					
401-901-967.00	PROJECT EXPENSES (911/EOC)	GRAND TRAVERSE CONSTRUCTION	4TH CERTIFICATE FOR SEPTEMBER 27-SEPT 3	286,405.25	91922
Total For Dept 901 911/EOC EXPANSION PROJECT				286,405.25	
Total For Fund 401 CAPITAL IMPROVEMENT FUND				286,405.25	
Fund 425 EQUIPMENT REPLACEMENT FUND					
Dept 301 SHERIFF					
425-301-749.00	PATROL CAR EXPENSES	DIGITAL-ALLY	13 USER LICENSES - DVM 800 PLAN 180	2,808.00	91910
425-301-749.00	PATROL CAR EXPENSES	GRAND TRAVERSE MOBILE COMM	19-4 PUSH BUMPER	675.71	91923
Total For Dept 301 SHERIFF				3,483.71	
Dept 351 JAIL - CORRECTIONS					
425-351-957.00	MISCELLANEOUS - INMATE TELEPHONE	VISA	VISA-SHERIFF'S OFFICE	35.47	45
Total For Dept 351 JAIL - CORRECTIONS				35.47	
Total For Fund 425 EQUIPMENT REPLACEMENT FUND				3,519.18	
Fund 532 TAX FORECLOSURE FUND					
Dept 253 COUNTY TREASURER					
532-253-801.00	CONTRACTED SERVICES	TITLE CHECK LLC	PARCEL ADMIN FEE 2021 TAX FORFEITURE CY	580.67	91967
Total For Dept 253 COUNTY TREASURER				580.67	
Total For Fund 532 TAX FORECLOSURE FUND				580.67	
Fund 701 GENERAL AGENCY FUND					
Dept 215 COUNTY CLERK					
701-215-265.00	CASH BONDS PAYABLE	BENZIE COUNTY CLERK	BOND REGARDING J.JAMESON 22-11831-PP	250.00	91887
701-215-265.00	CASH BONDS PAYABLE	JUDY JAMESON	BOND REGARDING J.JAMESON 22-11831-PP	250.00	91930
701-215-271.00	RESTITUTIONS PAYABLE	MARK VICKERY	RESTITUTION-CIRCUIT 11-2233-FH LUCAS BF	20.00	91939
701-215-271.00	RESTITUTIONS PAYABLE	STEFAN GRAVIS	RESTITUTION-CIRCUIT 17-2534-FH BRANDON	25.00	91962
Total For Dept 215 COUNTY CLERK				545.00	
Dept 253 COUNTY TREASURER					
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	AMENSON, SANDRA J	PATIENT OVERPAID	124.15	91883
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	BLUE CROSS BLUE SHIELD OF	CLAIM IS AUTO RELATED-REFUND TO BLUE CRC	94.48	91892
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	BLUE CROSS BLUE SHIELD OF	ALMIRA TWP RESPONSIBLE-REFUND TO BLUE C	129.27	91892
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	DEPARTMENT OF VETERANS AFF	INSURANCE PAID-REFUND TO VA	1,836.20	91909
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	KENNER, LISA	OVERPAID ON DOG LICENSE	35.00	91933
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	WPS GH	ALMIRA TWP RESPONSIBLE- REFUND TO MEDIC	511.90	91974
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	WPS GH	CLAIM IS AUTO RELATED-REFUND TO MEDICAF	377.91	91974
Total For Dept 253 COUNTY TREASURER				3,108.91	
Dept 286 DISTRICT COURT					
701-286-214.01	DUE TO SHERIFF'S DEPT - OWI REIM	BENZIE COUNTY SHERIFF OFF	OWI REIMBURSEMENT	313.50	91888

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INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 11/10/2023 - 11/17/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 701 GENERAL AGENCY FUND					
Dept 286 DISTRICT COURT					
Total For Dept 286 DISTRICT COURT				<u>313.50</u>	
Total For Fund 701 GENERAL AGENCY FUND				<u>3,967.41</u>	
Fund 704 PAYROLL CLEARING FUND					
Dept 000					
704-000-231.11	INSURANCE CO-PAY	BLUE CARE NETWORK	GROUP#00189733 SUB#0001 DECEMBER 2023	80,472.66	91891
704-000-231.11	INSURANCE CO-PAY	BLUE CROSS BLUE SHIELD OF	GROUP#007016437710 DIVISION#0005	3,222.78	91893
Total For Dept 000				<u>83,695.44</u>	
Total For Fund 704 PAYROLL CLEARING FUND				<u>83,695.44</u>	

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EXP CHECK RUN DATES 11/10/2023 - 11/17/2023
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BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101	GENERAL FUND	52,445.37
Fund 210	AMBULANCE FUND	9,047.00
Fund 213	JAIL OPERATIONS	13,648.79
Fund 228	SOLID WASTE/REC	162.08
Fund 232	SHERIFF'S K-9 I	17,209.00
Fund 236	SCHOOL RESOURCE	312.88
Fund 249	BUILDING DEPART	138.45
Fund 251	ANIMAL CONTROL	511.60
Fund 259	DISPATCHER TRAI	552.00
Fund 261	911 EMERGENCY S	2,549.67
Fund 263	CPL CLERK TECH	50.00
Fund 265	TNT OFFICER MII	40.48
Fund 286	AMERICAN RESCUE	665.49
Fund 292	CHILD CARE FUNI	227.75
Fund 293	VETERAN'S RELIEF	22,407.45
Fund 401	CAPITAL IMPROVI	286,405.25
Fund 425	EQUIPMENT REPL	3,519.18
Fund 532	TAX FORECLOSURE	580.67
Fund 701	GENERAL AGENCY	3,967.41
Fund 704	PAYROLL CLEARIN	83,695.44

Total For All Funds:		<u>498,135.96</u>
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Elected Officials
And
Department
Heads

**BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
NOVEMBER 15, 2023
4:30 P.M.**

The Gathering Place Senior Center & Conference Call-In

Agenda

Conference Call-In Information

1-866-809-6529 with the guest code of 3401609 followed by the # key.

Call to Order
Pledge of Allegiance
Roll Call

Approval of the November 15, 2023 Agenda
Approval of Minutes from the previous meeting – October 18, 2023
Public Input – Those attending In-person are permitted to participate. (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)

Information Items

- A. Leadership Committee Report
- B. Governance Committee Report
- C. Personnel and Program Committee Report
- D. Fund Development/Marketing Director Report
- E. Executive Director's Report
- F. Program/Services Report – October 2023
- G. Board of Commissioners Update

Action Items

- 1. Finance Committee Report on the October 2023 Financials with Board Approval of the October 2023 Financials
- 2. Review and Approval of Board of Directors Application – Robert Manilla

New Business

- 1. BoD Christmas Dinner/Potluck Discussion

Old Business

- 1.

Other Business

- 1.

**Board Round Table Discussion/Evaluation of Meeting
Adjournment – Board Approval**

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

NEXT MEETING – December 20, 2023 @ 4:30 pm
Location: The Gathering Place Senior Center, 10579 Main Street, Honor

Benzie Senior Resources
Board of Directors Meeting
October 18th, 2023 Meeting Minutes

Call to Order: Nancy Mullen Call called the meeting to order at 4:39pm

Pledge of Allegiance: Said by all present

Roll Call:

In Person: Nancy Mullen Call, Victor Dinsmoore, Dinah Haag, and Leo Hughes

Via Conference Call: Rosemary Russell

Also, In-Person: Sabra Boyle, Doug Durand, Tim Markey, and Kelly Ottinger

Excused: Ingrid Turner, and Paul Turner

Approval of the October 18, 2023 Agenda – A motion to approve the agenda was made by Victor Dinsmoore and seconded by Dinah Haag. All in-person board members said Aye. Motion approved.

Approval of Minutes from the September 20, 2023 Board Meeting – A motion to accept the minutes was made by Victor Dinsmoore and seconded by Dinah Haag. All in-person board members said Aye. Motion approved.

Public Input: None

Annual Meeting Called to Order at 4:41pm

Annual Meeting Action Items:

- A. Election of Board of Directors – Re-appointments:** Nancy Mullen Call advised that we have two Board Members whose terms have expired (Ingrid Turner and Paul Turner). Both have indicated that they are willing to serve another term. Doug Durand then provided a ballot to each Board Member present. Leo Hughes requested Board Members indicate their desire to approve or not approve and then hand in their ballot. Doug Durand collected and reviewed the ballots. Doug Durand then announced that it was a unanimous ballot approving both Ingrid Turner and Paul Turner to serve another term as Board Members.
- B. Nominations and Election of Vice President & Secretary:** Leo Hughes advised that we have two officer positions (Vice President and Secretary) whose terms have expired. Doug Durand provided a ballot to each Board Member present. Leo Hughes advised that both Paul Turner (Vice President) and Leo Hughes (Secretary) are open to serving another term and were nominated to serve another term. However, Leo Hughes announced that we also seek additional nominations from the floor. No response from the floor, so Leo Hughes asked a second time if there are any nominations from the floor. No response from the floor, so Leo Hughes asked a third and final time if there are any nominations from the floor. No response from the floor. Leo Hughes then advised that nominations were closed and requested each Board Member vote using the ballot provided by Doug Durand. All Board Members marked their ballot and Doug Durand collected and reviewed the ballots. Doug Durand then announced that it was a unanimous ballot electing both Paul Turner as Vice President and Leo Hughes as Secretary.
- C. Annual Committee Reports:** Nancy Mullen Call advised that the Board Meeting information packet included the annual committee reports and asked if anyone had any questions. No questions were raised.
- D. 2024 Committee Membership**
 - a. Recommendations for Community At-Large Members for Committees** – Leo Hughes asked each Board Member to review the current Committee Membership Summary to insure it was accurate. Nancy Mullen Call also advised that if anyone was interested in changing their current committee membership to let us know and we would make the change.

- E. Board of Directors Meeting Schedule for Calendar Year 2024** - Leo Hughes asked a question about the meeting start time of 4:30pm and if that impacted any current or future Board Member's ability to participate. There was a good general discussion, and all are interested in keeping it at 4:30pm.

The Annual Meeting was Adjourned at 4:56pm and we returned to the Regular Board of Directors Meeting

Information Items:

Note: Linda Ringleka joined the regular Board Meeting at 4:58pm

- A. Marketing/Media/Fund Development Directors Report** – Kelly Ottinger provided an update on: Various foundation grant applications; The library display with 21 agencies participating and that BSR will host an open house at The Gathering Place on November 16th; Reviewed the mailer that will go out next week; \$4,035 was received from the recent Coldwell Banker Golf Outing. Doug Durand advised that he is trying get a commitment on next year's date so we can market the outing to maximize participation.
- B. Executive Director's Report** – Doug Durand summarized the following: 9 churches and West shore bank have signed up for the Christmas Bag program; New hire started yesterday in the kitchen, and another candidate will likely be hired soon; New homemaker starting next week and another individual moving to the area in 2 weeks and will be applying. More homemakers are choosing to limit the number of clients to 10-15 rather than the previous average of 25-30 clients so they need to get more candidates to meet demand; New program started with Benzie Bus to allow clients 18 roundtrips or 36 one-way trips monthly.
- C. Program/Services Report – September 2023** – Summary covered above, and Doug Durand highlighted many programs that have set new records for client participation.
- D. Board of Commissioners Update** – Tim Markey, County Commissioner, advised... (Tim to send notes)
1. The basement expansion work is continuing at the Sheriff's office. New Dispatch center and Emergency Manager facility.
 2. The BOC approved the proposal from Cherry Capital to put in the fiber to the new communications tower that is going in Frankfort.
 3. The BOC and County Administrator will be hosting a Town Hall, to which we invited all the township board members. The purpose of the town hall is to provide all the townships with information regarding Headlee and ask that they provide their support in the county to start the process of re-setting Headlee.
 4. We are still in the process of determining the best use for the Opioid settlement dollars. We did put out an RFP and did get 4 responses.

Public Safety Announcement:

- Benzie County Firefighter and EMS association is hosting an EMT class that is starting next month.
- Work at the Platte River Park is getting close to being done for the year. I do know that they, HARP and Homestead Twp, are planning on adding walking paths from the park to downtown Honor. There have been talks about updating the crosswalk between the Honor Plaza and the Honor Park on the N side of US-31. Also, the Village of Honor has dedicated their ARPA dollars, about 35k, to creating a playground in Honor Park, the tri-angle parcel. Also, in the Village of Honor, there is a lady who is re-starting a farmer's market.

Action Items:

1. Finance Committee Report on the September 2023 with Board Approval of the September 2023

Financials – Victor Dinsmoore summarized annual revenue was \$2.32m with annual expense of \$2.39m. He complimented Doug Durand and Sabra Boyle on their budgeting/forecasting accuracy. Doug Durand advised that the difference is explained by the ARPA funds that were not received as well as the increases in food and vehicle costs. Victor Dinsmoore then advised that the Finance Committee has reviewed the financial report and is recommending the Board approve the report. A motion to approve the September 2023 Financials was made by Dinah Haag and seconded by Linda Ringleka. Roll Call: Victor Dinsmoore – Yes; Dinah Haag – Yes; Leo Hughes – Yes; Linda Ringleka – Yes; and Nancy Mullen Call – Yes. Motion approved.

New Business:

1. Board Member Retirements - Pam Howe-Perry and Linda Ringleka (see below in "Other Business)
2. Golf Outing Update (covered during the Fund Development Directors report above)
3. Leadership and Governance Committee meeting time change to 9:00am for Fall/Winter (Doug Durand advised the Board)

Old Business:

1. **Integrated Architecture Discovery Phase Update** (Meeting to held next Friday to recap September meeting, answer open questions, and review the workplan) Friday, October 27th at 10:00am

Other Business:

1. **Farewell to Pam and Linda** – Doug Durand thanked Linda Ringleka for her service on the Board and her commitment to continue to help with the Intern program. He then presented her with a recognition certificate and the Board also thanked her for her service. Pam Howe-Perry did not attend the meeting.

Board Round Table Discussion/Evaluation of Meeting – None

Adjournment: There being no further business to discuss a motion to adjourn at 5:52pm was made. All in-person board members said Aye. Motion approved.

Respectfully submitted:

Leo Hughes, Secretary, Benzie Senior Resources Board

NEXT MEETING: Wednesday, November 15, 2023 at 4:30 p.m.

Location: The Gathering Place Senior Center, 10579 Main Street, Honor, MI 49640

Benzie Senior Resources
Executive Directors Report
October 2023 – November 2023

Items of Information

- The fiscal year 2023 Financial Audit was completed the week of 11/6 – 11/8 by our auditors at Anderson, Tackman & Co. We should soon be receiving a summary of their findings and then the full audit report will follow sometime in December 2023.
- Review and revisions continue on the BSR Policies and Procedures that the Personnel Committee will start reviewing in November and the upcoming months.
- The Holiday Christmas Bag Program is moving along. We are receiving donations from the community. On Saturday, 11/4, West Shore Bank staff was down at the Benzonia Family Fare collecting items from customers for the Christmas bags and they collected enough items to fill 2 shopping carts. A total of 10 area churches are collecting items. We will be collecting items on Monday, December 11th and putting the bags together on December 12th. Distribution will start Wednesday, December 13th and continue through that rest of the week and into the following week if necessary.
- We have 4 contractors signed on with the potential of another 3 more contractors to bring on board. Letters are going out on November 13th to be begin enrolling folks into the program.
- Kelly and I have been working on the content for the 2023 annual report. This should be completed by December 1st.
- For the past several weeks and with the assistance of Kelly, we have been working closely with Integrated Architecture on developing several communication materials related discovery phase. We already had the first internal meeting with the TGP Advisory Council Group and next will be one-on-one management team meetings throughout the day on November 21st. The first community meeting is scheduled Tuesday, December 5th.
- I Attended the Michigan Directors of Services to the Aging Annual Conference held on October 22-24. It was a good conference with guest speakers from the Bureau of Aging, Community Living, and Supports (ACLS Bureau). Session on Adult Protection Services for the State of Michigan and the keynote speaker was Breeda Miller, playwright, author, caregiver and motivational and storyteller. The group spent a lot of time on networking, especially with the continued rising costs of the operations for Meals on Wheels programs and the potential downside of federal cuts to the nutritional programs.

Staffing Updates

- Good NEWS! We have filled the two open positions in the kitchen department. We have interviewed and have offered an individual the open contractor homemaker position. With the upcoming retirement of our Home Delivered Meals Coordinator at the end of December, we have placed job posting ads in the paper and on indeed. We have filled the open home healthcare aide/CENA part-time position, but still have a full-time position to fill.

Volunteer Report

- One new HDM Volunteer completed the orientation process. We have received 2 new volunteer applications and currently we are going through the vetting process.

Legislative News

Federal – Expecting a Continued Resolution (CR) to be a short-term fix. It is looking more likely that the nutrition programs will see a funding cut. This will have an impact on our budget.

Program Report for October 2023

Nutritional Programs

Home Delivered Meals

A total of 6,477 meals were provided to 197 clients in October 2023. **This is an increase of 6% over the same period of October 2022.**

Congregate Meals

In October 2023, we provided 1,829 congregate and takeout meals. **This is an increase of 12.5% over the same period of October 2022.**

Year to date we have provided/delivered 8,306 meals. Overall, we are up by 564 additional meals as compared to the same period a year ago.

Other Programs

Homemaker Program – In October 2023, we provided 244 service hours to 99 clients. **Compared to October 2022, we saw an increase of 13% in service hours and increased the number of clients by 16. We are making progress in reducing the waiting list.**

Guardian Medical Monitoring – In October 2023, we paid for 38 individuals to have a life-line type of device and/or fall detection devices. This is our maximum number of clients that we can assist at no charge to them.

Lawn Chore – Contractors turned in 48 vouchers related to lawn mowing in October 2023. This program is winding down for the season.

Benzie Bus Senior Rides – In October 2023, we paid for 1,777 regular senior rides. This is an increase of 26.7% as compared to October 2022.

Information & Assistance - The agency handled 943 calls in October 2023 regarding Information and Assistance for services and questions related to older adults. **This is an increase of 8% as compared to September 2023.**

Senior Oral Healthcare Program – No invoices were received from the two partner dental clinics for October 2023.

Medicare/MMAP's – Our certified MMAP's counselor helped 15 individuals at no cost to them.

Foot Care – Six clients received in-home foot care and fifty-two clients attended the BSR foot clinics in October 2023.

Hearing Clinic – No one was scheduled in October 2023.

Estate Planning – Eight individuals received services in October 2023 at no cost to them.

Senior Essential Needs Fund – Due to disbursing all the grant dollars, we were unable to provide assistance in October 2023.

The Gathering Place Senior Center – The Gathering Place Senior Center offered 21 core activities that 821-cumulative number of individuals. **This represents a 15.8% over October 2022.**

In-Home Care Services for October 2023 – Compared to October 2022, we are up in the number of clients; up in total hours and visits by 16% and 14% respectfully.

Number of Home Health Care Clients

Month	Medicaid Waiver Care Management PACENorth	Sliding Scale Fee	Private Pay	Total Clients
October 2023	26	67	1	94
November 2023				
December 2023				
January 2024				
February 2024				
March 2024				
April 2024				
May 2024				
June 2024				
July 2024				
August 2024				
September 2024				

Client Total Hours

Month	Medicaid Waiver Care Management PACENorth	Sliding Scale Fee	Private Pay	Assessments And Wound Care	Total Hours
October 2023	514.5	497.25	0	80	1091.75
November 2023					
December 2023					
January 2024					
February 2024					
March 2024					
April 2024					
May 2024					
June 2024					
July 2024					
August 2024					
September 2024					
TOTALS	514.5	497.25	0	80	1091.75

Client Total Visits

	RN Assessments	RN Med Management	Personal Care	Respite	Homemaking	In home Foot Care/ Wound care	Totals
October 2023	80	54	443	13	8	6	604
November 2023							
December 2023							
January 2024							
February 2024							
March 2024							
April 2024							
May 2024							
June 2024							
July 2024							
August 2024							
September 2024							
TOTALS	80	65	443	13	8	6	604

BENZIE SENIOR RESOURCES
Statement of Financial Position
As of October 31, 2023

	<u>Oct 31, 23</u>	<u>Oct 31, 22</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
001 · STATE SAVINGS BANK CHECKING	154,449.08	265,206.50	(110,757.42)
003 · STATE SAVINGS BANK HRA	1,102.18	1,871.09	(768.91)
011 · AMERICAN DEPOSIT MANAGEMENT	1,987.17	99,040.10	(97,052.93)
011.3 · BOARD DESIGNATED OP RESERV FUND	565,700.00	470,350.00	95,350.00
Total Checking/Savings	<u>723,238.43</u>	<u>836,467.69</u>	<u>(113,229.26)</u>
Accounts Receivable			
1200 · Accounts Receivable	13,155.26	3,556.06	9,599.20
Total Accounts Receivable	<u>13,155.26</u>	<u>3,556.06</u>	<u>9,599.20</u>
Other Current Assets			
109 · INVENTORY	8,886.71	15,187.24	(6,300.53)
1499 · Undeposited Funds	4,072.50	0.00	4,072.50
Total Other Current Assets	<u>12,959.21</u>	<u>15,187.24</u>	<u>(2,228.03)</u>
Total Current Assets	<u>749,352.90</u>	<u>855,210.99</u>	<u>(105,858.09)</u>
Fixed Assets			
150 · BUILDING	486,266.70	480,375.70	5,891.00
151 · VEHICLES	208,526.00	173,363.00	35,163.00
152 · EQUIPMENT	165,086.38	152,634.03	12,452.35
157 · LAND IMPROVEMENTS	1,800.00	1,800.00	0.00
160 · ACCUMULATED DEPRECIATION	(480,610.49)	(439,823.93)	(40,786.56)
Total Fixed Assets	<u>381,068.59</u>	<u>368,348.80</u>	<u>12,719.79</u>
TOTAL ASSETS	<u>1,130,421.49</u>	<u>1,223,559.79</u>	<u>(93,138.30)</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	18,746.19	30,846.83	(12,100.64)
Total Accounts Payable	<u>18,746.19</u>	<u>30,846.83</u>	<u>(12,100.64)</u>
Other Current Liabilities	2,643.08	3,846.88	(1,203.80)
Total Current Liabilities	<u>21,389.27</u>	<u>34,693.71</u>	<u>(13,304.44)</u>
Long Term Liabilities			
250 · MORTGAGE PAYABLE	90,345.43	101,984.21	(11,638.78)
253 · LEASE PAYABLE	4,004.64	5,606.76	(1,602.12)
260 · NET PENSION LIABILITY	503,007.00	503,007.00	0.00
Total Long Term Liabilities	<u>597,357.07</u>	<u>610,597.97</u>	<u>(13,240.90)</u>
Total Liabilities	<u>618,746.34</u>	<u>645,291.68</u>	<u>(26,545.34)</u>
Equity			
3900 · NET ASSETS	444,644.30	491,471.91	(46,827.61)
Net Income	67,030.85	86,796.20	(19,765.35)
Total Equity	<u>511,675.15</u>	<u>578,268.11</u>	<u>(66,592.96)</u>
TOTAL LIABILITIES & EQUITY	<u>1,130,421.49</u>	<u>1,223,559.79</u>	<u>(93,138.30)</u>

BENZIE SENIOR RESOURCES
Statement of Financial & Expense
October 2023

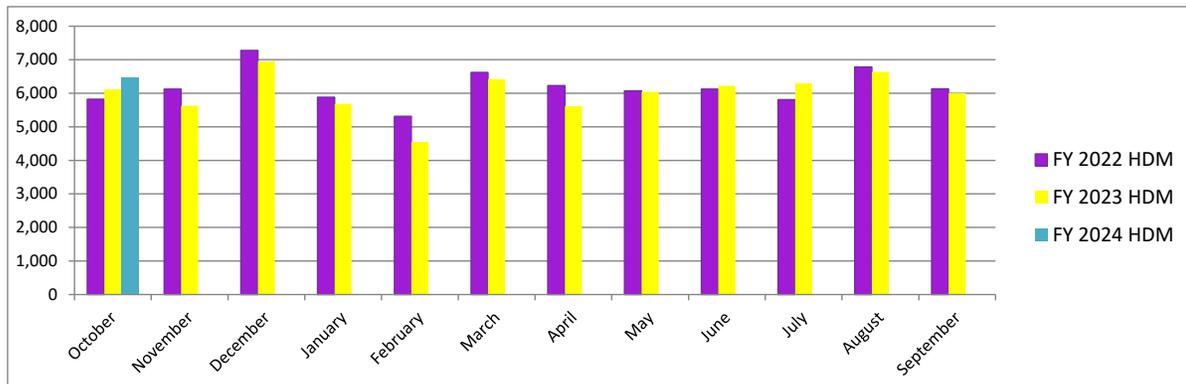
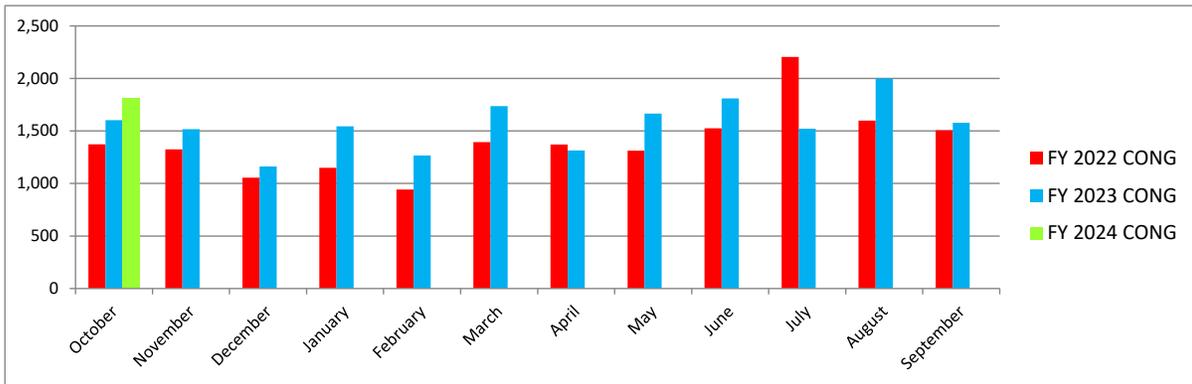
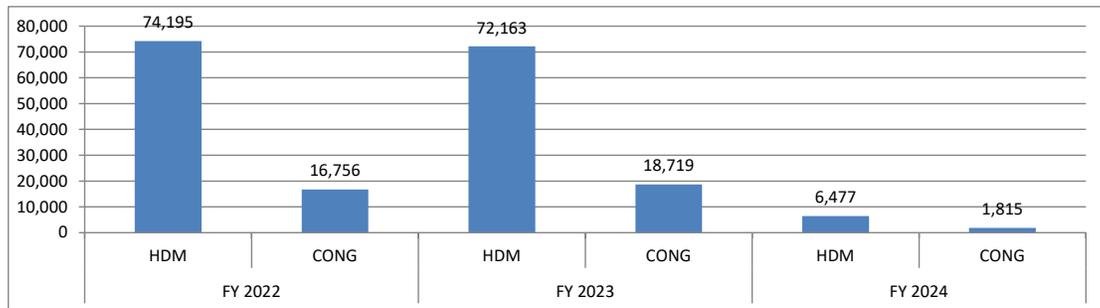
	<u>Oct 2023</u>	<u>Budget</u>	<u>\$ Change</u>
ORDINARY INCOME/EXPENSE			
INCOME			
519.03 · TITLE III C2 INCOME	9,783.00	9,893.00	(110.00)
519.05 MIPPA (MMAP)	1,200.00	0.00	1,200.00
540 · GRANTS	10,000.00	13,750.00	(3,750.00)
642 · CHARGES FOR SERVICES/CONT	695.00	283.00	412.00
642.01 · FEE FOR SERVICE/CHORE	63.00	0.00	63.00
642.02 · FEE FOR SERVICE/HOMEMAKER	4,035.00	2,500.00	1,535.00
642.06 - BENZIE BUS HEALTH RIDE	75.00	85.00	(10.00)
670 - CLIENT INCOME	1,852.62	0.00	1,852.62
671 - PACE NORTH Client Income	(188.50)	0.00	(188.50)
673 · NEWSLETTER SUB	40.00	40.00	0.00
675 · DONATIONS	14,701.17	15,400.00	(698.83)
676 · MILLAGE	106,908.83	111,108.00	(4,199.17)
677 · FUNDRAISING INCOME	4,035.00	6,500.00	(2,465.00)
680 · VOLUNTEER WAGES (IN-KIND).	9,695.00	8,750.00	945.00
TOTAL INCOME	<u>162,895.12</u>	<u>168,309.00</u>	<u>(5,413.88)</u>
GROSS PROFIT	162,895.12	168,309.00	(5,413.88)
EXPENSE			
705 · SALARY AND WAGES	42,047.38	42,500.00	(452.62)
705.1 TRAVEL TIME	1,509.42	1,540.00	(30.58)
708 · PAYROLL TAX EXPENSE	2,629.77	2,700.00	(70.23)
708.1 UNEMPLOYMENT INSURANCE AGEN	35.63	65.00	(29.37)
709 · EDUCATION/TRAINING	437.29	160.00	277.29
710 · EVENTS	137.91	165.00	(27.09)
711 · TGPSG ACTIVITIES	(40.31)	375.00	(415.31)
721 · COMPUTER EXPENSES	2,970.19	3,258.00	(287.81)
725 · FRINGE BENEFITS	(35,707.59)	(33,721.00)	(1,986.59)
726 - FUNDRAISING/MARKETING EXP	1,286.99	383.00	903.99
727 · SUPPLIES	3,792.44	3,580.00	212.44
727.2 · OFFICE EXP	2,141.52	1,535.00	606.52
727.3 - POSTAGE	77.80	497.00	(419.20)
727.4 - ADVERTISING	1,124.78	400.00	724.78
740 · FOOD	21,677.62	22,165.00	(487.38)
819 · CONTRACTUAL	12,180.50	12,305.00	(124.50)
820 · VOLUNTEER WAGES (IN-KIND)	9,695.00	8,750.00	945.00
825 · VOLUNTEER EXPENSES	407.25	460.00	(52.75)
850 · TELEPHONE	930.67	715.00	215.67
861 · TRAVEL/MILEAGE/GAS	4,671.15	3,765.00	906.15
900 · INTEREST EXPENSE	227.36	230.00	(2.64)
910 · INSURANCE	9,135.50	10,000.00	(864.50)
915 · PROJECTS	485.76	830.00	(344.24)
920 · UTILITIES	3,980.37	2,865.00	1,115.37

BENZIE SENIOR RESOURCES
Statement of Financial & Expense
October 2023

	Oct 2023	Budget	\$ Change
940 · DEPRECIATION EXPENSE	3,398.88	3,500.00	(101.12)
980 · EQUIPMENT/REPAIRS	5,468.72	2,040.00	3,428.72
980.1 - OUTDOOR MAINTENANCE	1,407.63	90.00	1,317.63
980.2 - INDOOR MAINTENANCE	125.00	150.00	(25.00)
981-HDM FLEET MAINTENANCE/GAS	4,188.01	1,935.00	2,253.01
TOTAL EXPENSE	100,422.64	93,237.00	7,185.64
NET ORDINARY INCOME	62,472.48	75,072.00	(12,599.52)
OTHER INCOME/EXPENSES			
OTHER INCOME			
990 · INTEREST/DIVIDEND INCOME	2,294.37	1,835.00	459.37
999 - OTHER INCOME	2,360.00	166.00	2,194.00
TOTAL OTHER INCOME	4,654.37	2,001.00	2,653.37
OTHER EXPENSE			
999.1 · OTHER EXPENSE	0.00	170.00	(170.00)
99999 - LEGAL EXPENSE	96.00	80.00	16.00
TOTAL OTHER EXPENSE	96.00	250.00	(154.00)
NET OTHER INCOME	4,558.37	1,751.00	2,807.37
NET INCOME	67,030.85	76,823.00	(9,792.15)

Benzie Senior Resources
HDM/Cong comparison
Units Served 2021-2022-2023

	FY 2022		FY 2023		FY 2024	
	HDM	CONG	HDM	CONG	HDM	CONG
October	5,827	1,374	6,116	1,603	6,477	1,815
November	6,124	1,324	5,627	1,518		
December	7,274	1,055	6,949	1,162		
January	5,881	1,149	5,682	1,544		
February	5,314	942	4,547	1,266		
March	6,622	1,394	6,417	1,737		
April	6,230	1,370	5,614	1,315		
May	6,073	1,313	6,048	1,665		
June	6,123	1,526	6,223	1,809		
July	5,810	2,204	6,295	1,522		
August	6,786	1,599	6,639	2,001		
September	6,131	1,506	6,006	1,577		
total meals	74,195	16,756	72,163	18,719	6,477	1,815



October 2023 Journal Entry Summary

- 653R JE to reverse JE 953 to record accrued wages and payroll tax at YE 9/30/23
- 651R JE to reverse JE 951 JE to record accrued PTO at YE 9/30/23
- 656. JE to record monthly depreciation expense (non-cash transaction) *
- 657. JE to record inventory at month end *
- 658. JE to record 401K payroll deferrals across all programs - original payroll entry posts to one class *
- 659. JE to reclass payroll health insurance deductions from “uncategorized” to appropriate class, i.e. Home Health and Admin *
- 660. JE to record payroll spread across all programs- original payroll entry posts to one class *
- 661. JE to reclass payroll mileage reimbursements from “uncategorized” to appropriate class, i.e. Home Health and Admin *
- 662. JE to void duplicate monthly charge – Bancard
- 663. JE to void duplicate JH entry
- 664. JE to record volunteer hours in-kind wages *

* **Monthly recurring Journal Entries.**

BENZIE SENIOR RESOURCES

Monthly Journal Entries

October 2023

Trans #	Type	Date	Num	Memo	Debit	Credit
137731	General Journal	10/01/2023	653R	Reverse of GJE 653 -- record accrued wages from 10/6/22 payroll		8,012.65
				record accrued wages from 10/6/22 payroll		4,281.61
				record accrued wages from 10/6/22 payroll		31.38
				record accrued wages from 10/6/22 payroll		398.08
				record accrued wages from 10/6/22 payroll		2,117.07
				record accrued wages from 10/6/22 payroll		4,026.72
				record accrued wages from 10/6/22 payroll		491.60
				record accrued wages from 10/6/22 payroll		398.08
				record accrued wages from 10/6/22 payroll		202.63
				record accrued wages from 10/6/22 payroll		19,405.77
				record accrued wages from 10/6/22 payroll		1,029.14
				record accrued wages from 10/6/22 payroll		2,635.05
				record accrued wages from 10/6/22 payroll	43,029.77	
				record accrued payroll taxes from 10/6/22 payroll		657.05
				record accrued payroll taxes from 10/6/22 payroll		392.78
				record accrued payroll taxes from 10/6/22 payroll		3.22
				record accrued payroll taxes from 10/6/22 payroll		72.44
				record accrued payroll taxes from 10/6/22 payroll		199.04
				record accrued payroll taxes from 10/6/22 payroll		356.63
				record accrued payroll taxes from 10/6/22 payroll		65.29
				record accrued payroll taxes from 10/6/22 payroll		72.44
				record accrued payroll taxes from 10/6/22 payroll		48.47
				record accrued payroll taxes from 10/6/22 payroll		85.53
				record accrued payroll taxes from 10/6/22 payroll		1,591.97
				record accrued payroll taxes from 10/6/22 payroll		226.09
				record accrued payroll taxes from 10/6/22 payroll	3,770.96	
					46,800.73	46,800.73
137732	General Journal	10/01/2023	651R	Reverse of GJE 651 -- TO RECORD ACCRUED VAC LIABILITY BA...		12,391.08
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		11,292.62
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		0.41
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		81.15
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		3,543.89
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		7,903.78
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		622.67
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		81.15
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		345.51
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		6,495.69
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		2,755.53
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23		2,276.05
				TO RECORD ACCRUED VAC LIABILITY BALANCE 9/30/23	47,789.53	
					47,789.53	47,789.53
138223	General Journal	10/31/2023	656	TO RECORD DEPRECIATION	3,398.88	
				TO RECORD DEPRECIATION		3,398.88
					3,398.88	3,398.88
138351	General Journal	10/31/2023	657	adjust Inventory to actual		179.91
				adjust Inventory to actual	100.93	
				adjust Inventory to actual	17.81	
				adjust Inventory to actual	51.99	
				adjust Inventory to actual	9.18	
					179.91	179.91
138352	General Journal	10/31/2023	658	reclass ER MATCH 401k		1,154.82
				reclass ER MATCH 401k	174.57	
				reclass ER MATCH 401k	86.59	
				reclass ER MATCH 401k	1.87	
				reclass ER MATCH 401k	23.93	
				reclass ER MATCH 401k	118.17	
				reclass ER MATCH 401k	116.00	
				reclass ER MATCH 401k	29.75	
				reclass ER MATCH 401k	23.93	
				reclass ER MATCH 401k	5.90	
				reclass ER MATCH 401k	52.08	
				reclass ER MATCH 401k	496.88	
				reclass ER MATCH 401k	25.15	
					1,154.82	1,154.82
138353	General Journal	10/31/2023	659	TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		822.12
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		128.08
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		3.11
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		31.18
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		108.79
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		39.04
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		24.73

BENZIE SENIOR RESOURCES

Monthly Journal Entries

October 2023

Trans #	Type	Date	Num	Memo	Debit	Credit
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		31.18
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		18.82
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		979.56
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		18.10
				TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...		52.93
					2,257.64	
					<u>2,257.64</u>	<u>2,257.64</u>
138379	General Journal	10/31/2023	660	TO RECORD PAYROLL SPREAD BY PROGRAM	8,865.66	
				TO RECORD PAYROLL SPREAD BY PROGRAM	62.38	
				TO RECORD PAYROLL SPREAD BY PROGRAM	797.61	
				TO RECORD PAYROLL SPREAD BY PROGRAM	4,271.25	
				TO RECORD PAYROLL SPREAD BY PROGRAM	8,262.40	
				TO RECORD PAYROLL SPREAD BY PROGRAM	991.82	
				TO RECORD PAYROLL SPREAD BY PROGRAM	797.61	
				TO RECORD PAYROLL SPREAD BY PROGRAM	410.93	
				TO RECORD PAYROLL SPREAD BY PROGRAM	10,326.32	
				TO RECORD PAYROLL SPREAD BY PROGRAM	2,068.34	
				TO RECORD PAYROLL SPREAD BY PROGRAM	5,299.35	
				TO RECORD PAYROLL SPREAD BY PROGRAM		42,153.67
				TO RECORD PAYROLL SPREAD BY PROGRAM	733.64	
				TO RECORD PAYROLL SPREAD BY PROGRAM	4.53	
				TO RECORD PAYROLL SPREAD BY PROGRAM	103.15	
				TO RECORD PAYROLL SPREAD BY PROGRAM	285.86	
				TO RECORD PAYROLL SPREAD BY PROGRAM	589.61	
				TO RECORD PAYROLL SPREAD BY PROGRAM	93.77	
				TO RECORD PAYROLL SPREAD BY PROGRAM	103.15	
				TO RECORD PAYROLL SPREAD BY PROGRAM	73.57	
				TO RECORD PAYROLL SPREAD BY PROGRAM	604.30	
				TO RECORD PAYROLL SPREAD BY PROGRAM	122.05	
				TO RECORD PAYROLL SPREAD BY PROGRAM	429.44	
				TO RECORD PAYROLL SPREAD BY PROGRAM		3,143.07
					<u>45,296.74</u>	<u>45,296.74</u>
138381	General Journal	10/31/2023	661	reclass mileage - ADMIN	541.69	
				reclass mileage - HH	3,835.76	
				reclass mileage		4,377.45
					<u>4,377.45</u>	<u>4,377.45</u>
138400	General Journal	10/31/2023	662	void duplicate monthly charge - Bancard	317.30	
				void duplicate monthly charge - Bancard		317.30
					<u>317.30</u>	<u>317.30</u>
138404	General Journal	10/31/2023	663	void duplicate JH entry	1,725.43	
				void duplicate JH entry		1,725.43
					<u>1,725.43</u>	<u>1,725.43</u>
138410	General Journal	10/31/2023	664	TO RECORD INKIND WAGES	9,527.00	
				TO RECORD INKIND WAGES		9,527.00
				TO RECORD INKIND WAGES	168.00	
				TO RECORD INKIND WAGES		168.00
					<u>9,695.00</u>	<u>9,695.00</u>
TOTAL					<u>162,993.43</u>	<u>162,993.43</u>

ACTION ITEMS

Memorandum



To: Board of Commission

From: Katie Zeits, County Administrator *Katie Zeits*

Date: November 21, 2023

Subject: **Local Consent to apply for Cybersecurity Grants**

In anticipation of upgrades to our technology using funds from the State level for cybersecurity and other technology upgrades, I recommend the Board of Commissioners authorize the attached local consent agreement to ensure our eligibility.

Any acceptance of funds will come back before the board for approval and proper budget amendments.

Yes, I understand the local consent indicates Fiscal Year 2022. The consent agreement is specific to SLCGP grant funds allocated in Fiscal Year 2022. Even if 2022 is over, grant funding allocations are tied to fiscal grant years and will reconcile with that specific grant year. Each fiscal grant year has a 4-year or 48 months spend and performance period.

This agreement is not considered binding and if the County decides go in a different direction to obtain funding and services, they are eligible to do so.

Recommended Motion:

That the Board of Commissioners approves the Local Consent Agreement for Fiscal Year 2022 State and Local Cybersecurity Grant Project and authorizes the Chair to sign.

Fiscal Year 2022 State and Local Cybersecurity Grant Program
Local Consent Agreement

I, _____ (printed name), the duly-appointed authorized agent on behalf of _____ (the “Local Governmental Entity”), located at _____ (address) hereby **expressly consent** to the State of Michigan’s State Administrative Agency (SAA), the Michigan State Police / Emergency Management & Homeland Security Division, undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Fiscal Year (FY) 2022, Funding Opportunity Number DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g):

1. Retain \$4,775,415.00 in SLCGP funds for FY 2022 at the State level; and
2. Utilize \$4,775,415.00 in SLCGP funds for FY 2022 as follows:
 - a. 2.1% | \$100,000 for Enhancing State of Michigan Cybersecurity Plan;
 - b. 5% | \$238,770.00 for management and administration costs for the SAA.

Select the options you are interested in receiving | At least one option MUST be selected

- c. 55.58% | \$2,640,000 for Endpoint Detection and Response Software licenses, to be provided to local and rural entities in Michigan at no cost to the local and rural entities;
- d. 28.82% | \$1,376,645 for Cybersecurity Assessments, for local and rural entities in Michigan at no cost to the local and rural entities;
- e. 8.80% | \$420,000 for Incident Response Planning and Training Activities, for local and rural entities in Michigan at no cost to the local and rural entities

This consent is given because it is in the best interest of the Local Governmental Entity and is provided without duress or fear of reprisal. This consent is only effective for the Fiscal Year (FY) 2022 SLCGP Funds.

Based off the needs of this program these funding amounts may change.



Fiscal Year 2022 State and Local Cybersecurity Grant Program
Local Consent Agreement

Official Certification

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent.

Signed, on _____ day, _____ month, and _____ year, in
_____ SLTT entity in the State of Michigan.

(Signature)

(Printed Name)

(Title)

Contact DTMB-CIP-SLCGP@michigan.gov for questions or assistance completing this form.

Submit the completed form here:
<https://app.smartsheet.com/b/form/2803dca94b7b444a8f1813ba709bc38b>

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator

A handwritten signature in blue ink that reads "Katie Zeits".

Date: November 21, 2023

Subject: **Credit Card Use Policy**

Attached you will find an updated policy regarding Credit Card Use. In October, the Board of Commissioners asked that this come back before the Board with additional changes related to credit limits and a new card carrier.

I sat down with the County Treasurer and discussed a change to the current card carrier as well as changes to the limits. We agreed to explore other carriers as the current card carrier has been a bit problematic. We have landed on switching to JP Morgan, Chase, as Benzie County's card carrier.

We also discussed the card limits. We agree to recommend to the Board that card limits mirror our purchasing policy. All Department Heads and Elected Officials would have a \$3,000 limit and the County Administrator would have a \$5,000 limit.

Recommendation:

The Board of Commissioners adopts the amended Credit Card Use policy as presented which supersedes the previously adopted policy.



Updated: 11/21/2023

Credit Card Use Policy

Purpose

The purpose of such policy is to define, authorize and regulate the use of a credit card and to establish procedures for utilizing the credit card for appropriate expenses in the conduct of official county business and the responsibility for protection, custody, and proper usage of a credit card.

Section I- Authorized Users

Credit card users will be limited to fourteen different departments with the exception of the Sheriff's Office:

- A. Sheriff's Office
 - a. Sheriff, Undersheriff, Admin Office
 - b. (3) Sgt. Cards
 - c. Jail
- B. 911/Dispatch Director
- C. County Clerk
- D. County Treasurer
- E. County Prosecutor
- F. County Administrator
- G. EMS Director
- H. Animal Control Director
- I. Equalization Director
- J. Emergency Management Coordinator
- K. Recycle/Solid Waste Coordinator
- L. Probate Court Administrator
- M. County Registrar of Deeds
- N. County Veteran's Affairs Director

The combined authorized credit limit for all of the cards is \$65,000.

All cardholders shall have a \$3,000 individual card limit with the exception of the County Administrator which shall have a \$5,000 card limit.

Section II-Cardholder Responsibilities

All credit cards may be used for purchases of goods and services, travel related expenses, hotel reservations, conferences, registration fees, investigative purposes, and any service that is classified as official business of Benzie County. Credit cards may not be used for cash advances or personal use. Purchases may not be divided into several transactions in order to avoid compliance with this policy.

The County Treasurer is responsible for the issuance of the credit card(s) for Authorized Users. If an additional user is to be added to the list of Authorized Users, the County Treasurer will issue a card and advise County Administration about the new issuance. Furthermore, Authorized

Users are responsible for handling any disputes, lost or stolen cards, suspected fraudulent use or misapplication, and any problem that may arise from use, and that requires administrative assistance from the credit card company. Authorized User will immediately provide County Administration with written notification of any billing dispute, lost or stolen card or any other issues requiring the credit card company.

The County Administration office is responsible for gathering payment documentation from cardholders (Exhibit A) when statements become available, submitting payments, general overview of the card transactions and enforcement of the policy. Upon final review, the Administration office will submit an ACH Authorization form to the County Clerk and County Treasurer when payment is to be made (Exhibit B).

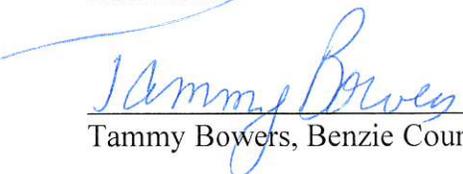
All Authorized Users must always comply with the following:

- A. Submission of Credit Card Payment Procedure/Voucher form (Exhibit A) for payment, with all associated documentation of all purchases, i.e., receipts or invoices, date of purchase, line item to be charged, and brief description of item purchased.
 - a. These documents should be sufficient to satisfy the Internal Revenue Service and our Auditors.
 - b. Failure to provide the associated supporting documentation may result in the denial of the expenditure.
- B. Protection and custody of cards to prevent lost or stolen cards.
 - a. Posting any card information is strictly prohibited.
- C. Must notify vendors or merchants for all transactions that should be tax-exempt from Michigan Sales and Use Taxes.
 - a. If merchants or vendors require a tax-exempt form, contact the County Administration office for form.
- D. Upon termination of employment, authorized card holders shall surrender the card to the County Treasurer.

Section III-Unauthorized Use

Any user who engages in unauthorized or improper use of county credit cards will be subject to disciplinary measures, up to and including termination and may be subject to civil/criminal prosecution consistent with applicable laws. Any employee found to have inappropriately used the credit card will be required to reimburse Benzie County of all costs associated or incurred at time of unauthorized use. Failure to comply with the credit card policy will result in the immediate withdrawal of authorization to use a County credit card.

I, Tammy Bowers, duly appointed Clerk for the County of Benzie, Michigan, do hereby certify that the above policy was adopted by the Benzie County Board of Commissioners at a regular Board meeting held on November 28, 2023, and that all prior policies or procedures are hereby rescinded.



Tammy Bowers, Benzie County Clerk

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator

A handwritten signature in blue ink that reads "Katie Zeits".

Date: November 21, 2023

Subject: **Opioid Funding Discussion**

At the November 14th meeting, the Board heard from the four entities proposing programming with the use of opioid dollars. Each Commissioner was asked to complete a scoring matrix as a result of those presentations.

On Tuesday, the Board should be prepared to discuss their scoring matrix and the presentations given. I anticipate the Board being able to make a decision on funding allocations by the end of the discussion.

I was not able to do an average of the scores because I did not receive all of the scoring matrix in time. I will do an average on the fly while we are discussing them.

Memorandum



To: Board of Commission

From: Katie Zeits, County Administrator

Date: November 21, 2023

Subject: **Resolution of Authority – Emergency Tower Integration**

In order to integrate the new emergency tower into the 911 system, the County will need to enter into an agreement with the Michigan Public Safety Communication System (MPSCS) for the management and use of this tower. Benzie County will retain ownership of the tower, however the MPSCS will manage and perform maintenance of the tower to maintain its presence on the 911 system.

To outline this relationship, the MPSCS has asked the County to enter into a member subscriber agreement and a communications system integration agreement. Benzie County is currently part of a member subscriber agreement for the other towers within the county, however this agreement has been amended to reflect the additional tower coverage.

Finally, the MPSCS requires a resolution giving authority to the individual signing these agreements.

My recommendation is that the Board of Commissioners adopts a resolution giving authority to the Emergency Management Coordinator and the County Administrator to sign the agreements noted above.

Recommended Motion:

That the Board of Commissioners adopts a resolution giving authority to the Emergency Management Coordinator and the County Administrator to sign agreements related to the integration of the emergency tower onto the Michigan Public Safety Communication System.



**RESOLUTION OF AUTHORITY TO SIGN AGREEMENTS
2023-015**

WHEREAS, Benzie County wishes to enter into agreement with the Michigan Public Safety Communications System, and

WHEREAS, that the Board of Commissioners would like to give authority to staff persons to sign said agreements, and

WHEREAS, the Emergency Management Coordinator and the County Administrator with together to manage the agreements related to the Michigan Public Safety Communications System,

NOW THEREFORE BE IT RESOLVED that the Emergency Management Coordinator and the County Administrator have authority to sign Michigan's Public Safety Communications System Member Subscriber Agreement and Michigan's Public Safety Communications System Integration Agreement and subsequent agreements that come forward related to the Michigan Public Safety Communications System.

Motion by Commissioner Nye, seconded by Commissioner Cunningham.

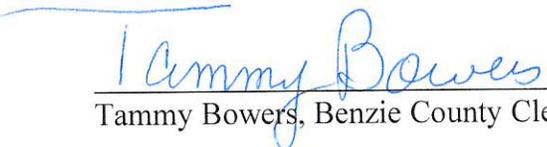
Ayes: Commissioners Cunningham, Jeannot, Markey, Nye, Roelofs and Warsecke

Nays: None

Absent: Commissioner Sauer

Certification

I, Tammy Bowers, Benzie County Clerk and Clerk to the Benzie County Board of Commissioners, do hereby certify that the above resolution was adopted by the Benzie County Board of Commissioners on November 28, 2023.



Tammy Bowers, Benzie County Clerk

**MICHIGAN’S PUBLIC SAFETY COMMUNICATIONS SYSTEM
INTEGRATION AGREEMENT WITH
BENZIE COUNTY**

This Michigan’s Public Safety Communications System Integration Agreement, (Agreement) entered into between the State of Michigan (State), by its Department of Technology, Management, and Budget, Office of the Michigan’s Public Safety Communications System (DTMB-MPSCS), and Benzie County (Member) is comprised of a Pre-Integration Section (“Part I”) for console and full integration, and if applicable, a Final Integration Section (“Part II”) for full integration preventative maintenance responsibilities. DTMB-MPSCS and Member together are referred to as the “Parties”.

**PART I
PRE-INTEGRATION AGREEMENT**

WHEREAS, DTMB-MPSCS manages and operates the Michigan’s Public Safety Communications System (MPSCS), a statewide public safety communications system;

WHEREAS, the Member is implementing a communications system by acquiring new equipment for existing communications facilities which will be integrated into the MPSCS for interoperability;

WHEREAS, the Member has independently evaluated mobile and portable radio communication coverage options and believes that it can enhance its mobile and portable radio coverage and/or capacity by integrating into the MPSCS;

WHEREAS, DTMB-MPSCS desires to obtain enhanced MPSCS radio coverage and/or capacity, for portable and mobile communications, within the Member’s coverage areas;

WHEREAS, the Parties agree that Part I is an independent agreement until, and if applicable, Part II will be entered into for a full integration, at which time the Parties agree that the terms and conditions of both Part I and II will be integrated into one controlling agreement as of Part II’s effective date.

THEREFORE, the Parties agree to commence the technical process prerequisites to integrate into the MPSCS (collectively “the Network”), including if applicable, co-location of Member’s Communications Equipment on MPSCS facilities in accordance with a MPSCS Co-location License Agreement between the Parties, for interoperable and enhanced communications coverage as follows:

1. **DEFINITIONS FOR PURPOSES OF PART I OF THIS AGREEMENT.**

A. 9-1-1 Dispatch Center—means a public safety radio communication center operated by the Member for emergency public safety dispatch purposes and integrated into the MPSCS for dispatching purposes.

B. Agreement—means this Integration Agreement, comprised of Parts I and if applicable Part II, including exhibits, attachments, renewals, or amendments.

C. Agreement Part I—means Part I of this Agreement, including its exhibits, attachments, renewals, or amendments.

D. Agreement Part II—if applicable, means Part II of this Agreement, including its exhibits, attachments, renewals, or amendments.

E. Best Efforts—means the contractual obligation of the Parties to meet all the terms and conditions of this Agreement using every reasonable means available.

F. Communications Equipment— means the equipment located at the MPSCS or Member's Sites, comprised of towers; electronics equipment; ancillary equipment; equipment shelters; consoles and dispatch operations; and supporting facilities.

G. Catastrophic Event—means a sudden failure of the Communications Equipment due to natural, manufacturer's defect, or other man-made force or event.

H. Dispatch Console System— means the physical Site that comprises a dispatch operating position, including but not limited to, computers that run dispatch software and interfaces that allow operators to access the network, control local auxiliary functions, a voice processor module, site controller, network switching and access equipment recorder all operated by the Member and integrated into the MPSCS.

I. DDP—means the Detailed Design Plan approved by DTMB-MPSCS and incorporated by reference into this Agreement.

J. DTMB-MPSCS—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.

K. Equipment Shelter—means the physical structure that houses the equipment that supports the operation of the Communications Equipment.

L. Exhibit—means the attachments to Part I of this Agreement, which are incorporated into this Agreement and specify additional obligations as follows:

1. **Exhibit 1.A**—means Detailed Design Plan (DDP) Required Information.

2. **Exhibit 1.B**—means Integrated Equipment Approval for Use Requirements.
3. **Exhibit 1.C**—means Integration Project Closeout Requirements.
4. **Exhibit 1.D**—means the Notice to Proceed emailed to Member and its Service Provider documenting DTMB-MPSCS’s approval with the submitted DDP proposed system design.
5. **Exhibit 1.E**—means Member's MPSCS Member Subscriber means Agreement(s) incorporated by reference. If applicable, each of Member’s user agencies will sign a MPSCS Member Subscriber Agreement. Exhibit 1.E may be amended from time to time to update the applicable MSA’s under the Agreement.
6. **Exhibit 1.F**— means DTMB-MPSCS’s Additional Terms and Payment Schedule for monitoring the connection of the Dispatch Consoles. (Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)

M. FCC Licenses—means the radio broadcast licenses issued by the FCC to the State or the Member, as Licensees, and used for the MPSCS and/or the Member’s Sites.

N. Insurable Event—means events not excluded from insurance coverage under any insurance maintained by the Member.

O. Interoperability—means an essential communication link within public safety and public service communications systems that permits units from two or more different entities to interact with one another, and to exchange information according to a prescribed method to achieve predictable results.

P. Member—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or a critical infrastructure provider authorized to hold membership with MPSCS. For purposes of this Agreement, the Member is identified in the Preamble.

Q. Monitoring—means MPSCS actively monitoring the operational readiness of the Member’s Sites integrated into the Network on a 24/7 basis via the NCC.

R. Motorola—means Motorola Solutions, Inc. the company that designed and constructed the MPSCS pursuant to its December 8, 1994 contract with the State.

- S. MPSCS**—means the Michigan’s Public Safety Communications System, a statewide public safety communications system.
- T. MPSCS Member Subscriber Agreement**—means the agreement between DTMB-MPSCS and the Member, granting it MPSCS member status. The MPSCS Member Subscriber Agreement specifies the MPSCS services provided to MPSCS members and the terms and conditions under which services are provided.
- U. MPSCS Standards**—means the standards for design, construction, and performance, as specified in the contract between the State and Motorola; the MPSCS Emergency Management Plan; and the MPSCS Preventative Maintenance Schedule and the MPSCS Book of Technical Standards.
- V. Multicast Site**—means a Multicast public safety communications system infrastructure, comprised of a tower, electronic equipment, ancillary equipment, equipment shelter, and supporting facility.
- W. Simulcast**—means a Simulcast public safety communications system infrastructure, comprised of towers, electronics equipment, ancillary equipment, equipment shelters and supporting facilities.
- X. Network**—means the MPSCS and the Member’s Sites when working together to support the integrated radio operations requirements of the Parties.
- Y. NCC**—means the MPSCS Network Communication Center, that controls and monitors the MPSCS.
- Z. Radio(s)**—means control stations, consolettes, mobile, or portable radios, or any other radio frequency transmitter interface, to include 9-1-1 dispatch consoles all of which has a unique identification number programmed and operating on the System.
- AA. Radio Trouble Report**—means a form used to communicate radio or system problems or issues to the MPSCS.
- BB. Seamless Roaming**—means the ability of MPSCS members' Radios to roam through the integrated Systems.
- CC. Service Provider**—means the contractor(s) retained by the Member to construct and/or maintain all or a portion of its Communications Equipment.
- DD. Site(s)**—means either MPSCS’ or Member’s radio communications system and dispatch console system which will be integrated into the MPSCS for interoperability.
- EE. State**—means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

FF. Systems—means the MPSCS and the Member’s Sites, each individually owned and operated by the State and the Member, respectively, and that together support the Parties’ integrated radio operations.

GG. Systems’ Grade of Service—means level of busies.

HH. Talkgroup—means a group of radio users that can share calls and messages as a group; a talkgroup comprises a group of users who have a need to communicate with each other.

II. Talkgroup Prioritization Policy—means the MPSCS policy implemented to assure that at all times there is an appropriate prioritization of use on the Systems so that public safety users are given priority over general government users at times when either or both Systems experience an unacceptable level of busies.

JJ. Testing—means all Acceptance Test Plans (ATPs) listed in this agreement, or the Detailed Design Review documentation.

KK. Tower(s)—means the communication towers owned by either the MPSCS or Member; or the space on communication towers leased or licensed by the Member.

2. CONSIDERATION.

In consideration of the mutual covenants and benefits of Interoperability and Seamless Roaming for MPSCS members, the Parties agree to integrate the Members’ Sites into the MPSCS, as an MPSCS enhancement, as provided in this Agreement.

3. TERM.

Term. The initial term of this Agreement is for ten (10) years and will automatically renew for successive ten (10) year periods unless either party provides the other party with written notice of termination as provided for in this Agreement.

4. RELATIONSHIP OF THE PARTIES.

This Agreement is not intended to, and will not constitute, create, or give rise to a joint venture, partnership or formal business association, organization or relationship of any kind between the Parties. No employee, agent, or servant of either party will be deemed to be an employee, agent or servant of the other. Nothing in this Agreement will be construed to express or imply that either party assumes any of the other party’s obligations as owner of its Communication Equipment, or in any manner waives governmental immunity.

5. **MEMBERS' SITES CONSTRUCTION AND MAINTENANCE SPECIFICATIONS.**

In addition to the attached Exhibits, the following documents are incorporated by reference into Part I of this Agreement.

A. The MPSCS Standards. Construction and maintenance of the Member's Sites will comply with the most current MPSCS Book of Technical Standards. The Member agrees to obtain a formal exception (if needed) from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system to Members' Sites.

6. **COMMUNICATIONS EQUIPMENT REQUIREMENTS.**

A. MPSCS Standards. The Member represents that the construction of its Sites will meet or exceed MPSCS standards in the MPSCS Book of Technical Standards, and in all respects the Member's Communications Equipment will be compatible and configured in a similar manner with MPSCS' Communications Equipment. The Member agrees to obtain a formal exception from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system of its Communications Equipment.

B. Portable Radio Coverage. DTMB-MPSCS makes no representations or makes any guarantees, or other assurances, that the Systems will enhance portable radio coverage based on the Member's benchmark test results.

C. Third Party Interference. The Parties acknowledge that actual RF coverage reliability from either of the Systems may become degraded on an intermittent basis, or over time, due to third party interference beyond the reasonable control of either party. The Parties agree to use their Best Efforts, working cooperatively, to document, address and eliminate third party interference through the use of applicable FCC dispute resolution processes.

D. Integration.

1. Network Use Limitation. The Parties acknowledge that the Radio Sites and MPSCS are for general government communication, including but not limited to, public safety communication purposes consistent with FCC licensing requirements. Use of the Network by Member for anything other than Land Mobile Radio (LMR) voice and data traffic must be approved by DTMB-MPSCS.
2. Integration Cost. Each party shall pay its own costs for integration and separation.
3. Multicast Site and/or Simulcast modifications and/or additions Costs. Member will have the option to provide for Multicast Site and/or Simulcast modifications and/or additions at the Members

cost. Non-public safety/non-governmental members integrated on the System pursuant to an FCC Waiver, such as utility companies, that are impacted by a public safety/governmental member's Multicast Site and/or Simulcast modifications and/or additions will be responsible for their portion of costs required to accommodate its use and provided that non-public safety radio spectrum is available in the area implementing the modification and/or addition. DTMB-MPSCS shall provide Member with 12 months advanced notification of any planned modification and/or addition whenever possible. Such notification shall include at a minimum: i.) Summary of project initiative with explanation of required changes; ii.) The number of channels identified as the non-public safety/non-governmental member's portion; and iii.) The data and calculations used to identify the non-public safety/non-governmental member's impact. This would include the identification of the aggregate of public safety loading calculation and the Member's loading calculation.

Member will work with applicable third-party Service Provider to obtain a cost estimate and upon MPSCS approval of the pre-sale DDP, execute the required contract documents for the project deliverables and facilitate payment of Member's portion of costs.

As soon as available, DTMB-MPSCS will provide Member with a proposed timeline of desired project start, key milestones and anticipated go-live.

Upon request, DTMB-MPSCS will use its best efforts to provide Member with any reasonably available additional supporting documentation or information as may be needed for Member to justify a rate case to secure funding.

In the event funding cannot be committed within 12 months after notification, then Member's support, services, or radio coverage cannot be guaranteed in the impacted area.

The costs related to any modification and/or addition initiated by anyone other than Member shall not exceed \$1,000,000.00 (one million dollars) during any calendar year. However, if such costs exceed \$1,000,000.00 in any calendar year and Member is unable to fund the additional costs, then the planned modification and/or additions for public safety purposes would continue forward and Member will be at risk of impacted communications in the area.

Any equipment already provided by Member at the affected Multicast Sites and/or Simulcast will be reused to the extent possible.

4. **System Grade of Service.** The Parties acknowledge that the communications on the MPSCS can be degraded by the addition of users or talkgroup traffic that exceeds the Systems' capabilities and cause an unacceptable increase to the Grade of Service. Each party agrees to evaluate the Member's increased radio traffic in addition to the Member's prospective users' impact to the MPSCS to avoid overloading. In the event there is potential for overloading due to Member's increased radio traffic or Member's prospective users', the Parties will use their Best Efforts to determine the required solution. If in order to resolve overloading, additional infrastructure and components (upgrades) are required to be added to the MPSCS, the Parties agree that the Member will provide for the upgrades at the Members sole cost.
5. **Dispute Resolution.** In the event that there is a dispute regarding any proposed modification and/or upgrade, or the portion of cost allocated to Member, the Parties shall work in good faith to resolve. If the Parties are unable to resolve the dispute, then the Parties will mutually agree on a resolution following the appropriate escalation process of both Parties.

7. THE MEMBER'S RESPONSIBILITIES.

A. Required Integration Project Deliverables. The Member will provide all system integration proposals and DDP's to DTMB-MPSCS as received through system integration engineering process.

DTMB-MPSCS will promptly acknowledge receipt of the detailed design/proposal and will use its best efforts to review each within ten (10) business days. If proposed design or specific equipment does not meet MPSCS system standards or has the potential to negatively impact MPSCS system or users, DTMB-MPSCS will work with Member and system integrator Service Provider to resolve issues. DTMB-MPSCS will provide Member a Notice to Proceed (see Exhibit 1.D. example), when it approves the DDP proposed system design. The Member will not integrate equipment that does not meet MPSCS standards or minimum requirements. The Member may choose to have the Service Provider submit deliverables to DTMB-MPSCS provided the Member has reviewed and consented to that which is being submitted.

1. Pre-Integration Review

The Member is responsible for obtaining and delivery of the final completed Pre-sale DDP proposals from system integrator and Service Providers providing equipment and services for integration. The pre-sale documents will include all parts and equipment related to the system integration project. The Member will resubmit any proposals that are revised. The Member agrees to provide or

facilitate additional details for clarification of the proposals if requested by DTMB-MPSCS. DTMB-MPSCS and Member will mutually and reasonably agree with all system design criteria. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the Pre-sale DDP system design and for the Member's Service Provider to proceed with installation.

2. Detailed Design Review

The Member is responsible for delivery of a Post-sale DDP that provides details of the project implementation plan, design, connections, equipment, and configuration. The Member agrees to provide or facilitate additional details for clarification of the DDP if requested by DTMB-MPSCS. Information that a DDP should contain is described in Exhibit 1.A. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the final system design and for the Member's Service Provider to proceed with installation of the final design.

3. System Staging Testing and Acceptance

The Member is responsible for delivery of completed system staging acceptance testing documentation if applicable.

4. Go-Live Documentation and Acceptance

The Member is responsible for delivery of all documentation listed in Exhibit 1.B., so that the integrated Systems and equipment can be properly maintained and supported as required for a live public safety communications system.

5. Final System As-Built Documentation

The Member is responsible for delivery of all documentation listed in Exhibit 1.C. prior to project close-out and/or final contractual payment to its Service Provider for the project.

6. Project Changes

The Member agrees that the contract with its Service Provider will prohibit the Service Provider from proceeding with any work or design that has not been agreed to by DTMB-MPSCS. If changes are required for previously approved system designs or project plans, the Member will submit the proposed changes for DTMB-MPSCS review and acceptance and issuance of a Notice to Proceed.

B. Federal and State Licensing Requirements.

1. The Member will obtain all appropriate approvals, registrations, permits, or primary licenses for operation of the Communications Equipment and frequency licenses, from the requisite agencies, including but not limited to, the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Regional Frequency Coordination Committee.
2. Both parties recognize the frequencies may change due to FCC mandates or optimization of MPSCS or Member.
3. The state-wide frequencies allocated by the MPSCS for use on any Member Tower(s) that are licensed to the State prior to this Agreement, will remain licensed in the name of the State of Michigan. All FCC licenses obtained for this Agreement will be licensed in the name of the State of Michigan for the duration of this integration.
4. The Member will comply with all applicable pre-construction federal regulatory environmental requirements necessary to obtain approvals, permits or licenses as required pursuant to applicable FCC Regulations, including but not limited to, any National Environmental Policy Act (NEPA) requirements. Member is solely responsible for the resolution and correction of any regulatory omission or violation.

B. Decision to Rebuild. In the event of a Catastrophic Event, Member may, at its sole discretion, build, relocate, change or abandon all or part of its Sites at its sole cost. Member must issue a written notice to DTMB-MPSCS within thirty (30) days of a Catastrophic Event, summarizing the impact on the Member's Sites. Within ninety (90) days of the Catastrophic Event, Member must notify DTMB-MPSCS of its decision to either rebuild or abandon all or part of the Member's Sites.

C. Suitability, Insurance, and Indemnification.

1. DTMB-MPSCS makes no representations as to the suitability of the integrated Systems for the Member's use or that DTMB-MPSCS maintains any insurance to insure Member, its employees, agents, contractors, subcontractors, or service providers against any claims, demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of the condition of the Systems or any other equipment or facilities operated by DTMB-MPSCS or anything contained in this Agreement. DTMB-MPSCS is not obligated under this Agreement to obtain any insurance for Member's benefit. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the State.

2. Member must purchase and maintain insurance during the term of this Agreement to protect against claims which may arise out of, or result from its operations, under this Agreement as follows:

i. Member must carry Commercial General Liability coverage. This coverage must include bodily injury, personal injury, property damage, and contractual liability subject to limits of not less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate. This coverage must include the State of Michigan, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents as additional insured, only as respects liability directly arising from this Agreement.

ii. Member must have insurance for benefits payable under Michigan's Workers' Disability Compensation Law, including coverage for bodily injury, occupational sickness or disease, or death of Member's employees.

iii. Member must carry Commercial Motor Vehicle insurance, including hired and none owned coverage or its equivalent subject to limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

iv. If Member fails to pay any premium for required insurance, or if any insurer cancels or significantly reduces any required insurance without the DTMB-MPSCS's written consent, at DTMB-MPSCS's election (but without any obligation to do so) after DTMB-MPSCS has given Member at least thirty (30) days prior written notice, DTMB-MPSCS may pay such premium or procure similar insurance coverage from another company or companies and Member must pay the entire cost upon DTMB-MPSCS's demand.

v. Member's compliance with the insurance requirements will not relieve Member of its obligations under its indemnification or other obligations under this Agreement.

vi. Member must provide insurance from an insurance company or municipal self-insurance organization authorized to do business in the State of Michigan.

vii. Insurance Certificates.

a. Members must provide DTMB-MPSCS within thirty (30) days following the effective date of this Agreement (Part I) and before any work commences and every year after while this Agreement is in effect, certificate(s) of insurance verifying liability coverage and listing the State of Michigan, its departments, divisions, agencies, offices,

commissions, officers, employees and agents as additional insured.

b. The insurance certificate(s) must provide that the policies of insurance will not be modified, cancelled, or allowed to expire without first giving thirty (30) days prior written notice to DTMB-MPSCS.

3. Waiver of Subrogation.

Member releases the State from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

4. Indemnification.

i. Member must indemnify the State, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents, and hold it harmless from any and all claims for, arising from any breach or default in the performance of this Agreement. Member must also indemnify the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents and hold it harmless from any and all claims, damages, and liabilities arising from any accident or injury arising from Member integrating into the MPSCS and the acts of Member's employees. Member's indemnification obligation includes all reasonable costs, reasonable counsel fees, reasonable expenses, and reasonable liabilities incurred by State in connection with any claim, action, or proceedings brought under this Agreement. Indemnity does not apply to claims, damages, or liabilities arising from the State's, its departments, divisions, agencies, offices, commissions, officers, employees and agents' sole negligence relating to this Agreement and is not to be construed as a waiver of governmental immunity.

ii. Member agrees that every contract entered into for the performance of this Agreement will contain an identical provision to Section 7.C.4 above, requiring the Member's contractors to indemnify the Member and the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents. Member must provide DTMB-MPSCS with a copy of the contract evidencing this requirement prior to the contractor(s) commencing work.

iii. Member's and its contractor(s) indemnification obligations survive the termination of this Agreement.

D. Radio Interference. Member will not do anything in its operation of the Member's Sites that would cause any unreasonable interference with the

MPSCS, Network or Communications Equipment. Member will give DTMB-MPSCS thirty (30) day prior written notice of its desire to install or locate Member's Communications Equipment and will provide DTMB-MPSCS with an interference study(s) that shows that the additional Member's Communications Equipment will not cause interference with the existing MPSCS' Communications Equipment. In the event the existing Communications Equipment experiences interference as a result of the additional Member's Communications Equipment, Member will use Best Efforts to correct the problem within ninety (90) days.

E. Relocation of Communications Equipment. Member will not relocate the Communications Equipment unless such relocation will be conducive to the overall effective operation of the Network and approved by DTMB-MPSCS.

F. Approved Software and Programming. Only software approved for the MPSCS may be installed on the Communications Equipment, Network equipment or other interconnected devices. A written request will be submitted to DTMB-MPSCS and approved by DTMB-MPSCS prior to any requested changes in Communications Equipment programming, hardware, software, or other functions of the System. No Talkgroups may be added or deleted from the Communications Equipment without the prior written approval of DTMB-MPSCS.

G. Interconnecting the Communications Equipment to other networks or equipment. The Communications Equipment will not be wired or wirelessly interconnected to any external equipment, networks, or other facilities without DTMB-MPSCS's prior written approval.

H. Security.

1. MPSCS Towers:

DTMB-MPSCS will permit unescorted Member access to the MPSCS tower site for installation, repair, maintenance, or removal of the Member's Communications Equipment provided Member and its authorized contractors fully comply with the current MPSCS Co-location Tower Site Access Policy. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. Member will limit its activity to the normal use and maintenance of the Communications Equipment and immediately associated Network equipment. Other than the foregoing, Member does not have permission to access any other parts of the Network. The passwords provided for the operation of the Communications Equipment will remain secured within Member's organization. If passwords or accounts are breached as a result of Member's employees or representatives, Member will be responsible for any costs associated with the remediation of the security breach.

2. Member Towers:

Member will facilitate DTMB-MPSCS access to the Member's Sites for installation, repair, maintenance, or removal of the Member's Communications Equipment. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. DTMB-MPSCS will limit its activity to the normal use and maintenance of the Communications Equipment and immediately associated Network equipment. The Member does not have permission to access any other parts of the MPSCS network, databases, or other systems integrated into the MPSCS. The passwords provided for the operation of the Communications Equipment will remain secured within the Member's organization. If passwords or accounts are breached as a result of the Member's employees or representatives, the Member will be responsible for any costs associated with the remediation of the security breach.

Member will be responsible for its compliance with the most current federal Criminal Justice Information Services (CJIS) Security Policy, and any future versions, including but not limited to: maintaining user, training, and access lists.

Member will keep an updated CJIS compliant list of all Member related staff and contractors that will access the MPSCS Network or physical locations, to include names, Live Scan Fingerprint Transaction Control Number (TCN), purpose of access and locations of access. Member will provide the updated list to DTMB-MPSCS on an annual basis, and when any deletions, additions or changes in status occur. Member will designate one Point of Contact (hereby referred to as POC) for the MPSCS to work through and notify the MPSCS ten (10) business days prior to that POC changing. All communications will be sent to DTMB-MPSCS, MPSCS-Security-Access@michigan.gov or as otherwise required by DTMB-MPSCS, in writing.

I. Members' Communications Equipment Maintenance. Member is responsible for its Communications Equipment repairs needed while under warranty, except for the Backhaul which will be maintained by DTMB-MPSCS. After the Equipment warranty expires, Member may choose to retain DTMB-MPSCS to manage, maintain and repair the Member's Sites Communications Equipment according to the terms provided in Part II of this Agreement, if applicable. Additionally, Member is responsible for the maintenance of the Member's dispatch consoles, recording equipment and connectivity into the MPSCS Tower. If DTMB-MPSCS Technicians are required to assist troubleshooting the Network connection at the applicable Member's Site(s), the Member will be charged the standard MPSCS Time &

Materials rate for labor. The Member will also reimburse DTMB-MPSCS for reasonable fees associated with responding to connectivity outages.

J. End of Warranty Preventative Maintenance. Member or its Service Provider will provide a yearly Preventative Maintenance (PM) on all ASR Multicast and/or Simulcast sites if the system is under warranty for more than one year. Additionally, a PM will be performed on all sites at the end of the warranty period prior to the MPSCS taking over the maintenance (“End of Warranty PM”). This End of Warranty PM will also be conducted by the Member or its Service Provider responsible for servicing the system during the warranty period, along with a Radio Technician and a Tower technician, if needed, from the MPSCS who will sign off on the results of the PM. The PM will be performed to the specifications and standards defined by the MPSCS, using existing documents that the MPSCS currently utilizes during all site PM’s Statewide. The End of Warranty PM will include the radio communications equipment, the backup generator, transfer panel and HVAC units.

Additionally, any equipment spares located at sites will be tested at the site by placing them into service as part of the End of Warranty PM to verify that the spares are in a working condition.

K. Radio Users. Member is responsible for maintenance of the Member’s radios and Member will use its best efforts to maintain its user’s equipment to MPSCS and the radios' manufacturer specifications. Member will encourage its users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications for Member on forms provided by DTMB-MPSCS. Member will investigate and, to the extent feasible, provide solutions in response to its user’s Radio Trouble Reports. Member will periodically report to DTMB-MPSCS on the status and disposition of its users’ Radio Trouble Reports. In the event, Member determines that the Radio Trouble Report is related to the MPSCS and not a Member user’s radio; it will immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

L. NCC. Member will use the NCC as its single point of contact regarding the operation of the Member’s Sites and its Communications Equipment. NCC’s monitoring service costs will be billed in the year following the service, prorated from the beneficial use start date. Time and material costs associated to Member Towers for break fix, trouble shooting, and/or maintenance will be billed in the year following the service. In the event that Member decides at the end of the term to be mutually agreed upon by the Parties in the Agreement Part II, to retain another service provider for the maintenance and repair of the Member’s Sites, it will adopt an Emergency Management Plan and Preventative Maintenance Schedule similar to plan and standards in the MPSCS Standards prior to the start date of the new service provider.

M. Patches and updates. NCC will periodically push patches and updates to equipment. It is the Members responsibility for re-booting equipment on a weekly basis to implement latest updates and patches. Some equipment, such as Logging Recorders, have a specific re-boot process. See MPSCS Operating Systems and Software Patch Requirements Policy 4.1.14 for specific re-booting information.

N. Emergency Alert Monitoring.

- i. Members who want to implement the Emergency Mode option must comply with the MPSCS Emergency Alert and Emergency Call Policy 1.1.3.
- ii. To utilize the Emergency Mode, the requesting member agency must have the ability to monitor the incoming Emergency Alert or an agreement with another agency that has this ability.
- iii. The monitoring responsibility must be prearranged prior to implementing this option. This assures a proper emergency response as well as facilitates acknowledgment and management of the alarm condition. The MPSCS Network Communications Center (NCC) observes all Emergency Alerts on their diagnostic terminals but is not liable to respond to such emergencies.
- iv. Alerts must be deactivated by the responsible agency once the emergency situation is over.

O. Tower Leasing/Licensing. Member retains the right to license or lease its Tower(s) to third-parties. However, DTMB-MPSCS will only maintain Member Electronic Equipment on any Tower(s) with third-party co-locations and will not maintain the physical steel nor any third-party equipment. Upon Member entering into the first license or lease of a Member owned tower to a third-party, DTMB-MPSCS's maintenance and repair obligations for the Tower(s) and shelter will at DTMB-MPSCS's option terminate upon the Member entering into the first license or lease of a Member owned tower to a third party. The Member will give DTMB-MPSCS thirty (30) day's prior written notice that it has entered into a license or lease, and that it assumes responsibility for the maintenance and repair, or has retained a qualified Service Provider for the maintenance and repair of the licensed or leased Tower. Additionally, the Member will submit to DTMB-MPSCS for approval a proposed Emergency Management Plan and Preventative Maintenance schedule that is consistent with the MPSCS Standards before the Service Provider's start date.

8. DTMB-MPSCS'S RESPONSIBILITIES.

A. Communications Equipment Maintenance Notifications. DTMB-MPSCS will notify the Member, through the Member's associated dispatch center, of any Communications Equipment scheduled or emergency service

requirement. (The Member will only be notified if scheduled maintenance is system impacting.)

B. MPSCS Management and Operations. DTMB-MPSCS will manage, monitor, and keep the MPSCS in good working condition. DTMB-MPSCS will provide preventative maintenance in accordance with the MPSCS Preventative Maintenance Schedule and respond to Systems' outages pursuant to the MPSCS Emergency Plan.

C. Upgrade and Enhancements Costs to the MPSCS Platform. An MPSCS upgrade that negatively affects the Network that supports the integrated radio operations requirements of the Parties will be totally at the expense of the State conditional on the allocation of funds from the State Legislature. Network enhancements may be covered by the State on the allocation of funds from the State Legislature, or at the Member's expense if it agrees to purchase the enhancement and pay for associated costs.

D. Decision to Rebuild. In the event of a Catastrophic Event, DTMB-MPSCS will have the sole option and responsibility, to build or abandon all or part of the MPSCS at its sole cost, subject to the allocation of funds from the State Legislature authorizing the expenditure. DTMB-MPSCS will provide a written notice to the Member within thirty (30) days of such event, summarizing the impact to the MPSCS and Member's Sites. Within ninety (90) days of a Catastrophic Event DTMB-MPSCS will notify the Member of its decision to either rebuild or abandon all or part of MPSCS. In the event DTMB-MPSCS elects not to rebuild, the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS

E. Site Interruptions. DTMB-MPSCS will use its Best Efforts to manage the System so as to not disrupt the Member's law enforcement and emergency services operations. In the event that non-emergency repairs, upgrades, modifications, or enhancements to the Communications Equipment require temporary shutdown of MPSCS and/or the Sites' Communications Equipment, DTMB-MPSCS will provide the Member with twenty-four (24) hours advance notice via the NCC.

F. Regulatory Requirements. DTMB-MPSCS may obtain and maintain all appropriate RF licenses for operation of the Communications Equipment.

9. NONDISCRIMINATION.

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or

indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Parties further agree that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this Section will constitute a material breach of the Agreement.

10. UNFAIR LABOR PRACTICES.

DTMB-MPSCS may void this Agreement, if the Member or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

11. TERMINATION.

A. Notice. Either party may terminate this Agreement for any reason by giving the other party thirty (30) months written notice of its intent to terminate this Agreement.

B. Best Efforts. In the event of termination each party will have the obligation to use its Best Efforts to reasonably assist the other party to separate the Systems into independent systems during the thirty (30) month notice period, but will have no obligation to pay any costs, fees, compensation or damages of any kind to the other party resulting from the termination. Notwithstanding this right of termination, DTMB-MPSCS agrees that it will not terminate integrated operations of the Communications Equipment until the Member obtains, installs, and successfully tests the operation of any additional equipment so that the Member can operate an independent radio system and the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient 800 MHz channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS.

C. FCC Frequencies. In the event that the Parties elect to separate into two independent systems, any existing Statewide or locally allocated frequencies will revert to the original allocation or licensee.

D. Terminated Obligations. Upon termination of this Agreement by either party, any obligations of the other party for maintenance and/or repair services or upgrades will be terminated at such time that the Parties' systems become operationally independent of each other, or at the end of the thirty (30) months termination period, whichever occurs first.

12. NOTICES.

All written notices required under this Agreement will be delivered by U.S. certified mail, return receipt requested. All notices will be sent to the Parties as follows:

To: Member

Benzie County Central Dispatch
505 S. Michigan Ave.
Beulah, MI 49617
Attn: Central Dispatch Director

To: DTMB-MPSCS

MPSCS
2nd Floor, Wing A
7150 Harris Drive
Dimondale, MI 48821
Attn: Director MPSCS

13. FORCE MAJEURE.

The time of performing any duty or obligation of the State or the Member must be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of nature, governmental action or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control of the party required to perform such duty or obligation.

14. GOVERNING LAW.

This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan.

15. AMENDMENTS.

This Agreement may not be amended except by a written agreement of the Parties.

16. NO WAIVER OF DEFAULT.

The failure of a party to insist upon strict adherence to any term of this Agreement will not be considered a waiver, or deprive the party of the right to later insist on the strict adherence to that term of the Agreement.

17. ENTIRE AGREEMENT AND ORDER OF PRIORITY.

The Integration Agreement Part I, The Integration Agreement Part II, MPSCS Member Subscriber Agreement, and MPSCS Co-location License Agreement (together the "Agreements"), represent the entire agreement between the Parties and supersede all proposals, prior agreements (oral or written), and all

other communications between the Parties relating to matters covered in the Agreements. The Agreements will be read to be consistent with one another.

18. AGREEMENT PART I EFFECTIVE DATE.

This Agreement Part I's effective date is the date it is signed by the DTMB-MPSCS Director.

19. HEADINGS.

Section headings in this Agreement are for convenience and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

20. SEVERANCE.

If any provision of this Agreement, or its application to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of the Agreement will not be affected and will remain valid and enforceable.

21. AGREEMENT NEGOTIATION.

This Agreement has been negotiated by both Parties and should not be construed against either party as “drafter”.

22. VALIDITY.

In the event any provision of the Agreement is found to be invalid or unenforceable, such finding must not affect the validity and enforceability of the remaining provisions of this Agreement.

23. COUNTERPARTS.

This Agreement may be signed in counterparts, each of which has the force of an original, and all of which constitute one document.

The duly authorized representatives of the Parties approved and executed this Agreement Part I on the date below each signature.

SIGNATURE PAGES FOLLOW

MEMBER:
BENZIE COUNTY

By: _____

Its: _____

Date: _____

A copy of the Member's resolution authorizing this Agreement, and the person(s) authorized to execute the agreement, is attached.

**STATE OF MICHIGAN:
Department of Technology, Management, and Budget,
Office of the Michigan's Public Safety Communications System**

By: Bradley A. Stoddard,
Its: Director MPSCS

Date: _____

EXHIBIT 1.A

DETAILED DESIGN PLAN (DDP) REQUIRED INFORMATION

The information in this exhibit is intended to show design details of the system, equipment, and services purchased by the Member in the approved DDP proposal. This process is intended to ensure consensus on the details of the integration between the Member, DTMB-MPSCS, and the service provider. The following lists information that should be included in the DDP, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- A. Statement of Work
- B. System Descriptions
- C. Site Coordinates, Addresses, and MPSCS Assigned Site Numbers
- D. Design of Land Mobile Radio System
 - 1. IP Address Plan
 - 2. Coverage Details and Requirements
 - 3. RF Link Budgets including antenna system details
 - 4. Channel Count Calculations
- E. Design of Console System
 - 1. Included Console Features
 - 2. Logging Recorder
 - 3. IP Address Plan
 - 4. Storm Plan Equipment (Backup Communications Equipment)
- F. Design of Backhaul System:
 - 1. Microwave system description
 - 2. Microwave network maps
 - 3. Microwave path analysis for each hop
 - 4. Microwave traffic engineering and IP network plan
 - 5. MPLS configuration plan
 - 6. IP traffic plan
 - 7. Traffic cutover plan
- G. LMR and Microwave Frequency Plans
- H. Equipment Lists to include production and spare equipment
- I. Drawings, as applicable:
 - 1. Site Layout Drawings
 - 2. Site Floor Plan Drawings
 - 3. Tower Elevation / Antenna Placement Diagrams
 - 4. Antenna System Diagrams, Including Combiners, Tower Top Amplifiers and Receiver Multicoupler Systems
 - 5. Rack Elevation Drawings
 - 6. System Block and Network Diagrams

- 7. Single Line Drawings showing equipment interconnections
- 8. System Topology Drawings
- J. Site Equipment Information:
 - 1. Power Consumption Data
 - 2. HVAC BTU
- K. Design of Backup Power System
 - 1. Power calculations
 - 2. Generator design
 - 3. DC Power System Design
 - 4. Inverter Power System Design
- L. Facility Plans and/or Modifications
- M. Alarm and Control Design
 - 1. Alarm matrix
- N. Software Licensing Requirements (Motorola, Nokia, etc.)
- O. Encryption Requirements
- P. Existing Infrastructure Usage and/or Changes
- Q. Acceptance Test Plans (ATP's) to be Performed
 - 1. Land Mobile Radio System Factory Acceptance Test Plans
 - 2. Backhaul System Factory Acceptance Test Plans
 - 3. Functional Acceptance Test Plans
 - 4. Functional and Operational System Test Plans
 - 5. Land Mobile Radio System Field Installation, Inspection and Test Plans
 - 6. Console System Field Test Plans
 - 7. Backhaul System Field Test Plans
 - 8. Power System Field Test Plans
 - 9. Alarm and Control Field Test Plans
 - 10. Civil Test Plans
- R. R56 Inspection Plans
- S. Staging Plans
- T. Implementation Schedule
- U. Implementation Plan
- V. Cutover Plans
- W. Included Training
- X. Subcontractor List
- Y. Warranty/Post Warranty Service and Maintenance Plan
- Z. Requested Exceptions to MPSCS Standards

EXHIBIT 1.B

INTEGRATED EQUIPMENT APPROVAL FOR USE REQUIREMENTS (for purposes other than testing)

The information in this exhibit is required prior to placing integrated systems and equipment into use. The gathering of the following information is intended to ensure that the agreed upon integrated systems and equipment have been successfully installed, configured, and tested and will be reliable for Public Safety use. The following lists information that should be included as part of this deliverable, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- A. All Required FAA and State of Michigan Tall Structures / Obstruction Documentation including but not limited to: Antenna Site Registrations, 2C Letters, Form 7460-2 Supplemental Notice, No Hazard Determination, and Michigan Tall Structures Permits.
- B. All required FCC Licenses and Applications including but not limited to: Frequency coordination documents, submitted applications, and granted licenses.
- C. System Configuration Tracking Documentation. Examples include but are not limited to: Alarm and Control Configuration, IP Address Table for all networked devices, etc.
- D. System Administrator Documentation and System Programming Parameters
- E. Software Licenses
- F. Microwave path survey report with evidence of field validation of paths
- G. AC electrical distribution as-built drawings
- H. DC distribution as-built drawings
- I. Fire detection system as-built drawings
- J. Tower light controller wiring details
- K. Finalized Site Coordinates, Addresses, and Site Numbers
- L. Tower design as-built drawings (Tower, Tower foundations, Structural analysis)
- M. Configuration files for all installed or modified hardware / software. Equipment includes but is not limited to, routers, switches, site controllers, microwave radios, radio base stations, comparators, and any other equipment integrated into the system. Copies of the files will need to be left on site (or location) with the associated equipment so that in the event of a failure, equipment can be restored to operation.
- N. Equipment Inventory with all original manufacturer serial numbers. Note: Reseller serial numbers will not be accepted.
- O. Site and System Block, Network, and interconnect drawings.
- P. Completed, Passed, and Signed Acceptance Test Plans
- Q. Project Punch List including test item failures and required corrective action or resolution.
- R. Customer Support Plan

EXHIBIT 1.C

INTEGRATION PROJECT CLOSEOUT REQUIREMENTS

The information in this exhibit is required prior to project closeout. The gathering of the following information is intended to ensure that the Member and the DTMB-MPSCS can properly facilitate maintenance, operation, and future changes of the agreed upon integrated systems and equipment. The following lists information that should be included as part of this deliverable, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- A. Site grounding system drawings
- B. Building elevation detail drawings with foundations
- C. Building and shelter as-built drawings
- D. Fence Installation details
- E. Foundation details for Shelter and LPG tank
- F. Site Lighting details
- G. Soil Analysis / Geotech
- H. Site Surveys
- I. Equipment/ rack as-built drawings showing rack dimensions on all equipment and their location in the rack.
- J. Rack Footprint/Floor Plan Layout As-Built Drawings
- K. Console operator position layout drawings (floor plan)
- L. RF Link Budgets including antenna system as-built details
- M. Resolved Punch List with corrective action results and MPSCS inspection sign off

EXHIBIT 1.D

NOTICE TO PROCEED (Example email)

This email is to provide Member and its Service Provider with Notice to Proceed with installation of the _____ DDP for the _____ project. This Notice to Proceed is limited to the DDP submitted for review on the date noted below and the subsequent changes and information reviewed and agreed to prior to this notice, see attached. Any aspects of the design still under review that will be resolved at a later date are summarized below. Please note that any future changes to the reviewed design must be reviewed by MPSCS and documented prior to proceeding. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member and/or its Service Provider. Thank you for your time and efforts and please feel free to contact us with any questions.

Project Name: _____

DDP Submission Date: _____

Submitted design items requiring modification or additional information: _____

Open Design Items Pending Consent:

EXHIBIT 1.E

**MEMBER'S MPSCS MEMBER SUBSCRIBER AGREEMENT(S)
INCOPORATED BY REFERENCE**

1. 10-004 Benzie County Central Dispatch
 First entered into on June 11, 2018.

EXHIBIT 1.F

DTMB-MPSCS'S ADDITIONAL TERMS AND PAYMENT SCHEDULE FOR MONITORING THE CONNECTION OF THE DISPATCH CONSOLES

(Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)

Commencing on the beneficial use of the Dispatch Consoles System;

- A. Consistent with the Integration Agreement, Member retains DTMB-MPSCS to monitor Member's network connection into the MPSCS.
- B. DTMB-MPSCS's Services will be compensated as follows:
 - 1. Member will reimburse DTMB-MPSCS for the replacement costs of Spare Parts, Materials, and Supplies used in the repair and maintenance of the Dispatch Consoles interface into the MPSCS.
 - 2. Member will reimburse DTMB-MPSCS for its labor costs related to Service Providers' or manufacturers' warranty service.
 - 3. Member will reimburse DTMB-MPSCS for its labor costs related to DTMB-MPSCS provided maintenance and repair of the member's network interconnection to the MPSCS.
 - 4. Member will be billed in arrears for Member's share of the proportionate time and materials costs related to MPSCS's labor or maintenance of Member's Dispatch Consoles network connection.
 - 5. Member will submit payment for DTMB-MPSCS services, within thirty (30) days from DTMB-MPSCS's invoice date. Invoices not paid within ninety (90) days of the invoice date will be referred to the MPSCS Director for review. Non-payment is a material breach of this Agreement, cause for termination of DTMB-MPSCS's Services, and termination of this Agreement.
 - 6. Payments will be directed to DTMB-MPSCS at the address shown on the invoice and will be made payable to the State of Michigan.
 - 7. For any questions regarding DTMB-MPSCS invoices, please contact MPSCS Billing Support at MPSCS-Bus@michigan.gov. If you are not receiving invoices, please update the Member's Invoice Contact information in Exhibit A of the Member Subscriber Agreement and submit to DTMB-MPSCS at MPSCS-Bus@michigan.gov.



Michigan's Public Safety Communications System (MPSCS)
Michigan Department of Technology, Management, and Budget
7150 Harris Drive
P.O. Box 30631
Lansing, Michigan 48909

Phone: (517) 284-4100

Fax: (517) 284-4066

Web: www.michigan.gov/mpscs

MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS) MEMBER SUBSCRIBER AGREEMENT

This Michigan's Public Safety Communications System Member Subscriber Agreement is between Benzie County Central Dispatch, whose address is 505 S. Michigan Ave Beulah, Mi 49617 (Member), and the State of Michigan, Department of Technology, Management and Budget (DTMB), for the Michigan's Public Safety Communications System, whose address is Michigan's Public Safety Communications System (MPSCS or System), 7150 Harris Drive, P.O. Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan's Public Safety Communications System.

I. DEFINITIONS

- A. **Agreement**—means this MPSCS Member Subscriber Agreement between the MPSCS, and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.
- B. **Disaster**—means any unplanned interruption of MPSCS operations, which materially affects the System's ability to provide communication services to MPSCS Members.
- C. **Data**—means any MPSCS Data Service offering.
- D. **Department of Technology, Management and Budget (DTMB)**—means the principal department of State government created as the Department of Management and Budget under Section 121 of The Management and Budget Act, 1984 PA 431, MCL 18.1121, and renamed under Executive Order 2009-55, MCL 18.441, and any successor.
- E. **Emergency Alert**—means the System feature, which allows eligible MPSCS Members to transmit emergency alerts.
- F. **Exhibits:**
 - 1. Exhibit A – Member's Liaison Officer and Contact for Member Fees Payment.
- G. **Good Standing**— means the Member is in compliance with the MPSCS Member Subscriber Agreement's member obligations.
- H. **Michigan's Public Safety Communications System (MPSCS or System)**—means the Michigan's Public Safety Communications System, established under 1929 PA 152 for

public safety communications; and includes all the real and personal property, towers, equipment shelters, equipment and other related facilities and fixtures necessary for the operation and maintenance of the System and its management within DTMB.

- I. **MPSCS Member (Member)**—means a public safety agency, including but not limited to, a government agency (State or local), its authorized employees, personnel (paid or volunteer), approved service providers and Member sponsored participants in an emergency response plan and their approved service providers, operating under a currently sanctioned government plan, using the System to implement the plan.
- J. **Network Communications Center (NCC)**—means the MPSCS operation and Communications center, which manages the technical operation of the System on a 24/7 basis.
- K. **Radio Equipment (Radio)**—means the Member's voice and data communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other data or radio frequency interface, which has a unique MPSCS identification number.
- L. **Radio Programming Unit (RPU)**—means the MPSCS unit responsible for assignment of identification numbers; Template programming and reprogramming; all database (fleetmapping) maintenance; and assignment of Talkgroups.
- M. **Service Provider**—means the entity under contract with the Member to service and maintain Member's Radios.
- N. **State of Michigan**—means the owner of MPSCS.
- O. **System Management**—means the MPSCS's responsibilities in the administration of MPSCS operations and selection of the MPSCS services provided under this Agreement including, upgrades and enhancements.
- P. **Talkgroup**—means a configurable, pre-programmed, voice pathway in the System by which properly programmed Radios can communicate with each other.
 - 1. **Non-Proprietary Talkgroup**—means a Talkgroup established by the MPSCS for the benefit and good of several Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.
 - 2. **Proprietary Talkgroup**—means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency that established the Talkgroup.

3. **Proprietary Radio System**—means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.

Q. Template—means the Radio software, which controls the Radio's Talkgroup functions and communication capabilities.

R. Template Design Unit (TDU)—means the MPSCS unit responsible for development of Templates that will be programmed into a Member's radio. This includes defining a Member's communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the RPU section.

S. Twenty-four/Seven (24/7)—means 24 hours a day, 7 days a week.

II. MPSCS COMMUNICATIONS SERVICES

A. Template Design—If requested by the Member, TDU will work with and prepare a needs assessment for the Member, based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge. The initial Template will be programmed into the Radio by one of two options. Either by MPSCS personnel or a serial specific file will be provided by the RPU to the Member's vendor. These options will be paid by Member. Refer to the MPSCS Fee Structure.

B. System Management—includes MPSCS' responsibility for the following:

1. Assignment of Talkgroups' use priorities;
2. Management of Talkgroups to assure appropriate use of the System;
3. Enforcement of MPSCS guidelines, procedures, and protocols;
4. Generate and use statistical data and reports concerning Members Talkgroups, call durations, call types, busy signals, and other data analyses and reports; and
5. Grade of service (roaming).

- C. **Training**—Member's employees and other personnel must receive MPSCS approved Radio user training and/or "train the trainer" training.
- D. **NCC Services** —The NCC operates and manages the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special-event Talkgroups. The NCC, upon Member's request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.
- E. **MPSCS Mobile Radios Performance**—MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member's compliance with MPSCS recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Subscriber Service Provider for an evaluation of the problem. If the Subscriber Service Provider determines the problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member.
- F. **MPSCS Portable Radio Coverage**—Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.
- G. **Emergency Alerts Availability**—If Member has a 24 hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to MPSCS that it has the capacity to monitor and supervise the Emergency Alerts feature, Member may have the Emergency Alerts feature activated at no additional charge during a template reprogram. When this feature is activated, the Member must keep their RCM logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its Radio Control Manager (RCM) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alerts if the Member chooses this feature.
- H. **Private Calling Availability**—Private calling permits properly programmed Radios to engage in "one-on-one" conversations. Only the initiating and target Radios are able to communicate. Private calling can tie—up System resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.
- I. **Performance Standards; Monitoring; Electronic and Infrastructure Maintenance** — The System utilizes automated performance standards and automated diagnostics, which are

monitored 24/7 to ensure a timely reactive response to System component outages or other System deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and System infrastructure that meets or exceeds manufacturers' recommendations. The MPSCS also maintains a preventative maintenance system for all major components.

- J. **MPSCS Emergency Management Plan**—MPSCS maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.
- K. **MPSCS Infrastructure Upgrades and Enhancements**—"Upgrades" are changes made to the System's infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. "Enhancements" are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS. Benefits of the Upgrades are currently provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

III. MEMBER OBLIGATIONS

- A. **Fees**—Fees are governed by MPSCS's policy on fee structure. Changes to fees are at the sole discretion of State of MI, MPSCS, upon 12 months prior written notice to MPSCS Members.
 - 1. See Exhibit A for the Member's Liaison Officer and Contact for Member's Fee Payment.
- B. **Member's Radios**—Member may only use MPSCS-approved Radios, with authorized and validated serial numbers, Talkgroups and Radio ID's. A list of approved Radios is available from the TDU. This list will be updated periodically and will be made available to the Member from the MPSCS website. Before programming any Templates, the Member must provide the RPU a list of the Member's Radios, each identified by: vendor/Service Provider, manufacturer, model number, serial number and flash or operating version.
- C. **Radios' Maintenance and Repair**—Member is responsible for maintenance and repair of its Radios in accordance with manufacturer's specifications.
- D. **Template Modifications**—The Member may make Template modifications, through its Service Provider, if the modification does not adversely impact the operation and integrity of the System. Template modifications are not permitted for MPSCS radio zones:

E, F, G & H, and I. Template modifications must be made in strict compliance with RPU's standards and only upon 30 days advance written notice to the RPU. MPSCS reserves the right to audit the Member's Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards is cause for termination of this Agreement. The MPSCS is not responsible for the installation or reprogramming of a modified Template into a Radio. An archive file will be provided to the Member for reprogramming of the Radio when possible. Some models of Radios cannot be programmed in the field due to programming security limitations and those Radios must be reprogrammed by the MPSCS. All costs associated with the MPSCS programming of Radios with modified Templates will be the responsibility of the Member.

- E. System Prohibited Use**—No commercial, personal or non-public safety related business may be conducted through the System by the Member, its authorized users or Service Provider.
- F. Compliance with Federal and State Laws**—Member must comply with all Federal and Michigan laws, rules, and regulations.
- G. System Management**—Member must comply with MPSCS' System Management requirements.
- H. Trained Personnel**—Member must not permit any personnel to use Radios until they have received approved MPSCS Radio user training.
- I. Member Liaison Officer**—Member must appoint an employee as its Liaison Officer. The Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the System, and providing fleetmapping data to the RPU for record keeping purposes. The Liaison Officer will also be the Member's representative for MPSCS billing purposes.
- J. Compliance with MPSCS Guidelines, Procedures, and Protocols:**
 - 1. Member must comply with all MPSCS guidelines, procedures, and protocols.
 - 2. In order to protect the integrity, security, safety, and efficient operation of the System for all MPSCS Members, Member must take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.
 - 3. Software, configurations and usage may be limited to ensure integrity of the network as required by MPSCS security and maintenance policies.

4. Violation of MPSCS standards, guidelines, procedures, protocols, or violation of this Agreement may result in termination of this Agreement.

IV. DURATION, CANCELLATION & TERMINATION

Membership in the MPSCS will remain in effect until canceled or terminated by MPSCS, upon 12 months prior written notice to Member as long as the Member stays in good standing. The Agreement may be terminated by MPSCS for violations of the terms and conditions of this Agreement upon 30 days written notice to the Member. Membership in the MPSCS will remain in effect until canceled or terminated by Member, upon 90 days prior written notice to MPSCS.

V. AUTHORITY TO CONTRACT

Member represents that it has the requisite power to enter into this Agreement and that the person signing the Agreement has the authority to bind Member to its obligations in the Agreement.

VI. MISCELLANEOUS

- A. **Waiver**—The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.
- B. **Modification**—MPSCS general membership terms may be modified by the MPSCS upon 90 days advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.
- C. **Governing Law**—This Agreement is governed by, and must be construed in accordance with the laws of the State of Michigan.
- D. **Headings**—The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. **Independent Contractor Relationship**—The relationship between the parties is that of an independent contractor and client. No agent, employee, or servant of the MPSCS may be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. **Effective Date**—This Agreement is effective as of the date of the last signature.

VII. NOTICES

All notices given under this Agreement, except for emergency service requests, must be made in writing. All notices will be sent to the MPSCS and Member at the addresses provided in Exhibit B. An address change will be effective seven (7) business days after the notice of change is received.

SIGNATURE PAGES FOLLOW

MEMBER:

Signature Ronald C Berns

By: Ronald C Berns

Its: Director

Date: 6/4/2018

STATE OF MICHIGAN

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET:

Michigan's Public Safety Communications System

Signature Bradley A. Stoddard

By: Bradley A. Stoddard

Its: MPSCS Director

Date: 6-11-2018

Please send signed Member Subscriber Agreement to:

Department of Technology, Management and Budget
Michigan's Public Safety Communications System
7150 Harris Drive
Dimondale, MI 48821
Attention: MPSCS Director

Exhibit A

Member's Liaison Officer and Contact for MPSCS Contact Member Fees Payment

Member Liaison (See Section III. I. Page 5):

Signature Ronald C Berns

Name: Ronald C Berns

Title: Director

Address: 505 S. Michigan Ave Beulah, MI 49617

Phone: 231-882-4484 x 242

Fax: 231-882-5894

Email: rberns@benzieco.net

Member Billing Contact (if different name and address from Liaison):

Signature _____

Name:

Title:

Address

Phone:

Fax:

Email:



Michigan's Public Safety Communications System (MPSCS)
Michigan Department of Information Technology
7150 Harris Drive
P.O. Box 30631
Lansing, Michigan 48909

Phone: (517) 284-4100

Fax: (517) 284-4066

Web: www.michigan.gov/mpscs

MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS) MEMBER SUBSCRIBER AGREEMENT

This Michigan's Public Safety Communications System Member Subscriber Agreement is between Benzie County Central Dispatch, whose address is 505 S. Michigan Ave., Beulah, MI 49617 (Member), and the State of Michigan, Department of Technology, Management and Budget, Office of the Michigan's Public Safety Communications System (**DTMB-MPSCS**), whose address is: 7150 Harris Drive, P.O. Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan's Public Safety Communications System.

I. DEFINITIONS

- A. Agreement**—means this MPSCS Member Subscriber Agreement between the DTMB-MPSCS, and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.
- B. Bricked**—means a Member radio no longer functionable on MPSCS due to severe physical damage, a serious misconfiguration, corrupted firmware, or a hardware problem.
- C. Data**—means any MPSCS Data Service offering.
- D. Department of Technology, Management and Budget (DTMB-MPSCS)**—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.
- E. Disable**—means to have a Member unit radio ID turned off on the MPSCS.
- F. Emergency Alert**—means the System feature, which allows eligible MPSCS Members to transmit emergency alerts.
- G. Exhibit A**—Names the Member Liaison Officer, billing contact for Member fee payment, and Member's primary dispatch center contact information.
- H. Good Standing**—means the Member is in compliance with the MPSCS Member Subscriber Agreement's member obligations.

- I. Lost or Stolen (LOS)**—means a Member radio reported lost or stolen.
- J. Member Liaison Officer**—means the contact person named by Member in **Exhibit A** to perform the duties set forth in Section III below.
- K. Michigan’s Public Safety Communications System (MPSCS or System)**—means the Michigan’s Public Safety Communications System, established under 1929 PA 152 for public safety communications; and includes all the real and personal property, towers, equipment shelters, equipment and other related facilities and fixtures necessary for the operation and maintenance of the System and its management within DTMB.
- L. MI Login**—means the State of Michigan single sign-on application that will be used to access the RMS portal. Each Member Liaison Officer is required to create its own MI Login to be used for accessing the RMS portal.
- M. MPSCS Member (Member)**—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or is a critical infrastructure provider authorized to hold membership with MPSCS.
- N. MPSCS Motion 360 Radio Management System (RMS)**—means the State of Michigan application portal customer agencies will use to request programming activations, disabling, reenabling, bricking, or changes for mobiles, portables, and console radios, as well as, keep contact information updated.
- O. Network Communications Center (NCC)**—means the MPSCS operation and Communications center, which manages the technical operation of the System on a 24/7 basis.
- P. Radio Equipment (Radio)**—means the Member's voice and data communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other data or radio frequency interface, which has a unique MPSCS identification number.
- Q. Radio Programming Unit (RPU)**—means the MPSCS unit responsible for assignment of identification numbers; Template programming and reprogramming; all necessary database maintenance; and assignment of Talkgroups.
- R. Re-enable**—means to have a LOS Member unit ID turned back on in the MPSCS.
- S. Service Provider**—means the entity under contract with the Member to service and maintain Member's Radios.

- T. State of Michigan**—means the owner of MPSCS.
- U. System Management**—means the MPSCS’s responsibilities in the administration of MPSCS operations and selection of the MPSCS services provided under this Agreement including, upgrades and enhancements.
- V. Talkgroup**—means a configurable, pre-programmed, voice pathway in the System by which properly programmed Radios can communicate with each other.
- 1. Non-Proprietary Talkgroup**—means a Talkgroup established by the MPSCS for the benefit and good of several Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.
 - 2. Proprietary Talkgroup**—means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency that established the Talkgroup.
 - 3. Proprietary Radio System**—means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.
- W. Template**—means the Radio software, which controls the Radio’s Talkgroup functions and communication capabilities.
- X. Template Design Unit (TDU)** —means the MPSCS unit responsible for development of Templates that will be programmed into a Member's radio. This includes defining a Member's communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the RPU section.
- Y. Twenty-four/Seven (24/7)** —means 24 hours a day, 7 days a week.

II. MPSCS COMMUNICATIONS SERVICES

- A. Template Design**—If requested by the Member via the RMS portal, TDU will work with and prepare a needs assessment for the Member, based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any

Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge. The initial Template will be programmed into the Radio by one of two options. Either by MPSCS personnel or a serial specific file will be provided by the RPU to the Member's Service Provider. These options will be paid by Member. Refer to the MPSCS Fee Structure.

- B. System Management**—includes MPSCS' responsibility for the following:
1. Assignment of Talkgroups' use priorities;
 2. Management of Talkgroups to assure appropriate use of the System;
 3. Enforcement of MPSCS guidelines, procedures, and protocols;
 4. Generate and use statistical data and reports concerning Member's Talkgroups, call durations, call types, busy signals, and other data analyses and reports; and
 5. Grade of service.
- C. Training**—Member's employees and other personnel must receive MPSCS approved Radio user training and/or "train the trainer" training.
- D. NCC Services** —The NCC operates and manages the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special-event Talkgroups. The NCC, upon Member's request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.
- E. MPSCS Mobile Radios Performance**—MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member's compliance with MPSCS recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Service Provider for an evaluation of the problem. If the Member's Service Provider determines the problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction and report the corrective action to the Member.
- F. MPSCS Portable Radio Coverage**—Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.
- G. Emergency Alerts Availability**—If Member has a 24-hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to MPSCS that it has the capacity to monitor and supervise the Emergency Alerts feature, Member may have the Emergency Alerts feature activated at no additional charge during a

template reprogram. See MPSCS Emergency Alert and Emergency Call Policy 1.1.3. When this feature is activated, the Member must keep their RCM logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its Radio Control Manager (**RCM**) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alerts if the Member chooses this feature. If Member changes primary dispatching responsibilities to a PSAP or center that does not have RCM functionality, Member is responsible for contacting RPU to have Emergency Alert (EA) function removed from their radios.

- H. Private Calling Availability**—Private calling permits properly programmed Radios to engage in "one-on-one" conversations. Only the initiating and target Radios are able to communicate. Private calling can tie—up System resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.
- I. Performance Standards; Monitoring; Electronic and Infrastructure Maintenance** — The System utilizes automated performance standards and automated diagnostics, which are monitored 24/7 to ensure a timely reactive response to System component outages or other System deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and System infrastructure that meets or exceeds manufacturers' recommendations. The MPSCS also maintains a preventative maintenance system for all major components.
- J. MPSCS Emergency Management Plan**—The MPSCS maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.
- K. MPSCS Infrastructure Upgrades and Enhancements**—"**Upgrades**" are changes made to the System's infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. "**Enhancements**" are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS. Benefits of the Upgrades are currently provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

III. MEMBER OBLIGATIONS

A. **Fees**—Fees are governed by MPSCS's policy on fee structure. Changes to fees are at the sole discretion of State of MI, MPSCS, upon **twelve (12) months** prior written notice to MPSCS Members.

1. **Exhibit A** – Names the Member Liaison Officer, billing contact for Member fee payment, Member’s primary dispatch center contact information, and DTMB-MPSCS’s contact information for notices.

B. **Member's Radios**—Member may only use MPSCS-approved Radios, with authorized and validated serial numbers, Talkgroups and Radio ID's. A list of approved Radios is available from the TDU or the MPSCS website. Before programming any Templates, the Member must provide the RPU a list of the Member's Radios, each identified by: vendor/Service Provider, manufacturer, model number, serial number and flash or operating version.

Non-Public Safety and/or Non-Governmental Users –

Except for Michigan public utility companies, any non-public safety and/or non-governmental users providing direct support to public safety responses that are not eligible to hold authorizations in the Public Safety Pool pursuant to 47 CFR § 90.20, must meet the below requirements in order to be permitted to utilize the Michigan’s Public Safety Communications System (MPSCS):

1. Member must have established procedures controlling access to Radio’s and strictly prohibiting any use of Radio’s for any routine operations or not in support of a qualifying public safety event.
2. Any Radio’s must be securely stored when not in use.
3. Any volunteer having access to or utilizing Radio’s must be background checked through the State of Michigan ICHAT public facing portal.
 - a. The results of those background checks must be retained for inspection.
 - b. All volunteers having access to Radios must be background checked on an annual basis.
 - c. A roster of all current volunteers must be maintained.
 - d. If a volunteer is employed by a public safety agency (police, fire or EMS) verification of their employment will satisfy the background check requirement.
4. When assisting on public safety matters those activations must be documented including:
 - a. Time, date, location, name of agency assisting.
 - b. Name of volunteer(s) utilizing Radios
 - c. What Radios were used
 - d. What talkgroups were utilized
 - e. These records must be retained for a period of thirty-six months (36)
5. The only talkgroups access will be for zones F, G, H & J unless otherwise provided by a MOU.
6. The above records must be provided to MPSCS upon request for review.

- C. **MPSCS Motion 360 Radio Management System**—application will be accessed using a MI Login. Member is required to keep its contact and radio asset information in the application current and report any changes to DTMB-MPSCS within 24 hours. In addition, before Member’s Service Provider may access the application, Member must have a Memorandum of Understanding (MOU) in place with its Service Provider to maintain confidentiality and protect any application information from unauthorized disclosure.

- D. **MPSCS RMS Portal**—MPSCS is utilizing the RMS portal which is accessed using a MI Login. This portal replaces all email and phone requests for radio programming changes and/or additions to radios. Member’s will only be allowed access to its own account and users unless a MOU is provided for additional access. Any Member that is provided access to an account that does not belong to them must report the matter immediately to DTMB-MPSCS so the error can be corrected.

- E. **Radios' Maintenance and Repair**—Member is responsible for maintenance and repair of its Radios in accordance with manufacturer's specifications.

- F. **Template Modifications**—The Member may make Template modifications, through its Service Provider, if the modification does not adversely impact the operation and integrity of the System. Template modifications are not permitted for MPSCS radio zones: E, F, G, H, I, J, K and L. Template modifications must be made in strict compliance with RPU's standards and only upon **thirty (30) days** advance notice via the RMS portal to the RPU. MPSCS reserves the right to audit the Member's Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards is cause for termination of this Agreement. The MPSCS is not responsible for the installation or reprogramming of a modified Template into a Radio. An archive file will be provided to the Member for reprogramming of the Radio when possible. Some models of Radios cannot be programmed in the field due to programming security limitations and those Radios must be reprogrammed by the MPSCS. All costs associated with the MPSCS programming of Radios with modified Templates will be the responsibility of the Member.

- G. **System Prohibited Use**—The Parties acknowledge that the Network is for public safety communication purposes consistent with FCC licensing requirements. Use of the Network by Member for anything other than Land Mobile Radio (**LMR**) voice and data traffic must be approved by DTMB-MPSCS. No commercial, personal or non-public safety related business may be conducted through the System by the Member, its authorized users or Service Provider.

- H. **Compliance with Federal and State Laws**—Member must comply with all Federal and Michigan laws, rules, and regulations.

- I. **System Management**—Member must comply with MPSCS' System Management requirements.
- J. **Trained Personnel**—Member must not permit any personnel to use Radios until they have received approved MPSCS Radio user training.
- K. **Member Liaison Officer**—Member must name its Member Liaison Officer. The Member Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the System, and providing necessary data to the RPU for record keeping purposes. The Member Liaison Officer will also be the Member's representative for MSPCS billing purposes unless otherwise designated in **Exhibit A**.

Member Liaison Officer must report any changes within 24 hours when a user is deemed no longer authorized access to the MPSCS or the RMS portal by the Member so permissions can be updated immediately.

In addition, in order to protect the integrity of the MPSCS, the Member Liaison Officer will notify the NCC within 24 hours of knowledge of any of the following status changes to radios (see MPSCS website, Forms tab for the appropriate submittal documentation):

- Lost
- Stolen
- Bricked or otherwise compromised
- Re-enable

Member Liaison Officer will notify the MPSCS of any Radio ID's that are no longer in use and of any changes in ownership of Radios to update the point of contact by e-mailing MPSCS-Bus@michigan.gov.

- L. **Compliance with MPSCS Guidelines, Procedures, and Protocols:**
 - 1. Member must comply with all MPSCS guidelines, procedures, and protocols.
 - 2. In order to protect the integrity, security, safety, and efficient operation of the System for all MPSCS Members, Member must take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.
 - 3. Software, configurations and usage may be limited to ensure integrity of the network as required by MPSCS security and maintenance policies.
 - 4. Violation of MPSCS standards, guidelines, procedures, protocols, or violation of this Agreement may result in termination of this Agreement.

IV. DURATION, CANCELLATION & TERMINATION

Membership in the MPSCS will remain in effect until canceled or terminated by MPSCS, upon **twelve (12) months** prior written notice to Member as long as the Member stays in good

standing. The Agreement may be terminated by MPSCS for violations of the terms and conditions of this Agreement upon **thirty (30) days** written notice to the Member. Membership in the MPSCS will remain in effect until canceled or terminated by Member, upon **ninety (90) days** prior written notice to MPSCS.

V. AUTHORITY TO CONTRACT

Member represents that it has the requisite power to enter into this Agreement and that the person signing the Agreement has the authority to bind Member to its obligations in the Agreement.

VI. MISCELLANEOUS

- A. **Waiver**—The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.
- B. **Modification**—MPSCS general membership terms may be modified by the MPSCS upon **ninety (90) days** advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.
- C. **Governing Law**—This Agreement is governed by, and must be construed in accordance with the laws of the State of Michigan.
- D. **Headings**—The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. **Independent Contractor Relationship**—The relationship between the parties is that of an independent contractor and client. No agent, employee, or servant of the MPSCS may be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. **Effective Date**—This Agreement is effective as of the date of the last signature, and this Agreement once effective will supersede and replace any prior Member Services Agreement entered into between the parties.
- G. **Counterparts**—This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and

delivery of this Agreement by the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for any purpose whatsoever.

VII. NOTICES

All notices given under this Agreement, except for emergency service requests, must be made in writing. All notices will be sent to the Member at the addresses provided in **Exhibit A** and all notices to DTMB-MPSCS will be sent to the applicable address below. An address change will be effective **seven (7) business days** after the notice of change is received.

MPSCS-RPU-TDU

DTMB-MPSCS

Radio Programming Unit/Template Design

(517) 333-2720 Work

MPSCS-RPU@michigan.gov

PO Box 30631

Lansing, MI 48909-8131

7150 Harris Drive

Dimondale, MI 48821

MPSCS BILLING SUPPORT

DTMB-MPSCS

Business Unit DTMB

(517) 284-4070 Work

(989) 640-2882 Mobile

MatsonM@michigan.gov

ParsonsR3@michigan.gov

SIGNATURE PAGES FOLLOW

MEMBER:

Benzie County Central Dispatch

(Name of Agency)

(Signature of Contact)

By: Rebecca S. Hubers

(Print/Type Name of Contact)

Its: Emergency Management Coordinator

(Title of Contact)

Date: _____

STATE OF MICHIGAN

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET:

Michigan's Public Safety Communications System

By: Bradley A. Stoddard

Its: MPSCS Director

Date: _____

Please send signed Member Subscriber Agreement to:

Department of Technology, Management and Budget

Michigan's Public Safety Communications System

7150 Harris Drive

Dimondale, MI 48821

Attention: MPSCS Director

Exhibit A

**Member Liaison Officer and Billing Contact
for MPSCS's Invoice and Fee Payments**

(Please print or type clearly)

Member Liaison Officer (See Section III)

***Required fields:**

*Name: _____

*Title: _____

*Address: _____

Cell: _____

*Ofc Phone: _____

*Email: _____

Primary Dispatch Center

Name: Benzie County Central Dispatch

24x7 Phone: _____

Email: _____

**Activated Emergency Alert radios -
Receiving Radio Control Manager (RCM):**

Agency Name: _____

Serial No.: _____

**Member Invoice Contact (*required if
different name and address from Liaison):**

*Name: _____

*Title: _____

*Address: _____

Cell: _____

*Ofc Phone: _____

*Email: _____

Memorandum



To: Board of Commission

From: Katie Zeits, County Administrator

A handwritten signature in blue ink that reads "Katie Zeits".

Date: November 20, 2023

Subject: **Amended L-4029**

Attached you will find an amended L-4029 prepared by Equalization. This document is typically adopted with the budget, which it was. However, we are amending this form because of the results from the recent November 7th election which approved the Benzie County Road Millage.

On Tuesday, I recommended the acceptance of the amended L-4029.

Recommended Motion:

That the Board of Commissioners accepts the amended L-4029 which adds the recently approved Benzie County Road Millage and authorizes the Chair to sign.

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory, Penalty applies

County(ies) Where the Local Government Unit Levies Taxes Benzie	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 1,642,783,250
Local Government Unit Requesting Millage Levy Benzie County - Page 1	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Fixed	Operating	08/1982	5.2900	3.3378	1.0000	3.3378	1.0000	3.3378	3.3378		Indefinite
X-Voted	ALS	08/2022	0.8000	0.8000	1.0000	0.8000	1.0000	0.8000		0.8000	12/2024
X-Voted	Anml Op.	08/2022	0.1400	0.1400	1.0000	0.1400	1.0000	0.1400		0.1400	12/2025
X-Voted	Cons Dist	08/2022	0.1222	0.1222	1.0000	0.1222	1.0000	0.1222		0.1222	12/2029
X-Voted	Jail	08/2020	0.9000	0.8749	1.0000	0.8749	1.0000	0.8749		0.0000	12/2023
X-Voted	Jail	08/2022	1.2660	1.2660	1.0000	1.2660	1.0000	1.2660		1.2660	12/2023
X-Voted	MCF	08/2022	0.3626	0.3626	1.0000	0.3626	1.0000	0.3626		0.3626	12/2025
X-Voted	MCF Bond	11/2010	0.6350	0.6350	N/A	N/A	N/A	0.6350		0.3720	12/2029

Prepared by Brianne Lindsay	Telephone Number (231) 882-0015	Title of Preparer Equalization Director	Date 11/08/2023
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature 	Print Name Tammy Bowers	Date 11/28/2023
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature 	Print Name Bob Roelofs	Date 11/28/2023
<input type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

Carefully read the instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies

County(ies) Where the Local Government Unit Levies Taxes Benzie	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 1,642,783,250
Local Government Unit Requesting Millage Levy Benzie County - Page 2	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
X-Voted	TNT Op	08/2022	0.1000	0.1000	1.0000	0.1000	1.0000	0.1000		0.1000	12/2025
X-Voted	COA	08/2020	0.8500	0.8177	1.0000	0.8177	1.0000	0.8177		0.8177	12/2024
X-Voted	Res Officer	08/2022	0.1800	0.1800	1.0000	0.1800	1.0000	0.1800		0.0550	12/2027
Levy	VETS	09/2023	0.1000	0.1000	N/A	N/A	N/A	0.1000		0.0750	12/2023
X-Voted	Road Imp	11/2023	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000		1.0000	12/2027

Prepared by Brianne Lindsay	Telephone Number (231) 882-0015	Title of Preparer Equalization Director	Date 11/08/2023
---------------------------------------	---	---	---------------------------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

<input checked="" type="checkbox"/> Clerk	Signature <i>Tammy Bowers</i>	Print Name Tammy Bowers	Date 11/28/2023
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature <i>Bob Roelofs</i>	Print Name Bob Roelofs	Date 11/28/2023
<input type="checkbox"/> President			

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Commissioner Reports

Art Jeannot
Commissioner Report
November 28, 2023

- **11/16 – Northern MI Community Action Agency**
 - A new program was approved for the *Homeless Prevention Program*. The agency will enter a lease agreement with a landlord. These units will then become available to people in the program, with the agency being responsible for rents and any behavioral issues that arise.
 - Jon Stimson, Executive Director for Homestretch gave an update on current developments. He discussed the project in Frankfort at Lake St & Main St and a proposed project in Thompsonville.
 - The *Home Rehab Program* was discussed. Benzie Housing Committee contracts our program to them for administration. A recent success story from Benzie County was highlighted.
- **11/17 – Economic Development & Brownfield Authority**
 - Continued discussion on the goals and direction of the committee. I believe we have reached a final version.
 - We discussed the job description for a Community Coordinator. We will continue to learn more about the funding opportunities for this position.
 - A small group was established to have continued discussions with the Parks & Recreation Committee on how we will collaborate.
 - Administration was directed to bring a final version of our proposed by-laws to the committee for our January meeting.
 - All the above will eventually be proposed to the Board of Commissioners for approval.
 - A small group was established to connect with the Frankfort Downtown Development Authority. This was at their invitation.
 - Each committee member discussed prospective candidates to fill an open seat. My hope is that the BOC will have up to 3 applicants to consider in January.
 - Other discussions included an update on broadband, digital equity efforts, area housing projects, progress with the True North Convenience Store in Honor and the proposed Wellness and Aquatics Center.
- **Other –**
 - Benzie County Chamber building is available for sale.



28 Nov 23 Commissioner Cunningham

15 Nov Point Betsie Light House, closed for the season. PBLH was part of the recent Smithsonian Series display at the Mill House. The display was interactive with a working light and was a visitor favorite. PBLH will be on the cover of, Shoreline magazine and will be featured in Give Northern Michigan Guide, pg 8, <https://issue.com/mynorth/docs/give.1123>.

Benzie Chamber, general discussion about the Energy Bills and some of the Zoning proposals for the City of Frankfort. Advocacy & Awareness Council will meet in January, Michelle will be seeking input for event planning around the election year.

21 Nov Frankfort City Council, newly elected council members, Ed Carrella and Dale Charters first meeting. JoAnn Holwerda nominated mayor and Brady Olsen mayor pro-tem. Housing Committee, investigating potential housing properties and amending STRentals letter. Parks and Rec, Animal Welfare paid in full for the dog park in Frankfort. Airport Authority, litigation with The Pines settled. The Airport Authority is seeking a new administrator. Under Old Business, the tower space was approved, area 40' X 60', height 80-140'.

Frankfort is actively investigating the best method to "stream", meetings. Having meetings available online is becoming an expected standard.

CLTwp, approved the resolution to include Headlee/Proposal A on the ballot. CLT calendar discussion, three of the board meeting dates will have to be changed to accommodate the extended election periods, also the offices will need to be closed because of physical space limitations.

22 Nov Benzie HSC, no meeting.

NOTE: MAC Environment Regulatory Committee will have a guest presenting on sustainable farming practices to include biochar. I asked if others could join the Zoom and told yes, when the link is published I will forward to BoC. I suggested MAC Ag and Tourism be invited. Communication is key to educating and help us leverage funds and ideas for the county and state.

Community

16 Nov Frankfort Business Incubator: information shared as needed.

18 Nov Rep Coffia, legislative update, zoom. Passed bills: State funding support for the Tribes who offer shelter for survivors of domestic violence/bipartisan support. She championed pre-registration for 18 year old youths to vote (19 states have enacted this resulting in increased youth voting). She also championed the rural busing formula for equity/bipartisan support.

Nov Assorted meetings, calls with constituents, common concerns, trusting elected officials and measurable accountability.

Rhonda Nye
District IV – Benzonia Township
Commissioner Report
November 28, 2023

November 14 – Village of Beulah

- Statement made about Headlee reset not passing. Board committed to looking at all other funding options.
- Approved fencing around sewer ponds, Crystalview and Kerby's awarded contracts.
- Additional bids received to remove spoils from Cold Creek, clarification needed regarding amount to be removed before decision can be made.
- Approved cameras that will provide surveillance on beachhouse, bathroom building, RV Park, pavilion, tennis courts and day dock. The whole park will be covered, recorded and time stamped, as well as the Village Office Building.

November 16 – Area 31 Sewer Authority

- The Area 31 Sewer Authority and consultant (Wade Trim) have agreed to put the sewer feasibility study on hold for approximately one year. The study is still feasible and the final report will be completed. Due to evolving circumstances, this pause will allow all data to be gathered and options weighed in order to get the best possible outcome. Once all data is available, the feasibility study can then move forward with the most viable solution for funding and sewer treatment in the study area. Questions can be directed to Jason Barnard, Benzonia Township Supervisor.

November 27 – MAC Health and Human Services

- State Solar legislation passed, is there really local control if local ordinance must be compatible with State ordinance? Legislation will be in effect one year after governor signs.
- MAC urged to conduct a statewide compensation study to relieve individual counties of the financial burden to have these studies done.

Tammy Bowers

From: Gary Sauer
Sent: Sunday, November 26, 2023 10:38 AM
To: Tammy Bowers
Subject: County commissioner report district 7

11-14-2023

Weldon township-Business as normal. No action on headlee reset next meeting.

11-16-2023

Maples (DHHS)- Board has officially appointed Megan Garza as administrator. They expect to have all contract employees done by early December. 78 beds occupied full occupancy at this time. 132.53 days cash on hand all good numbers, Megan has shown great leadership.

11-16-2023

Village of Elberta- sewer project completed. The train in Penfold Park needs repairs or replacement. They have some ideas about getting community involvement in this process. BS&A is in process of fixing accounting issues with village.

11-21-2023

Gilmore township- working on payment for last election, have discovered use of Temporary employee from this election. They are looking at getting Memory Lane paved. Also raised election inspectors wages to \$15 per hour and 17 per hour for chair.

Gilmore took no action on Headlee claimed they did not receive resolution working on fixing that.
Will not be present at Tuesday BOC meeting.

Commissioner report district 7
Gary Sauer

Sent from my

CONFIDENTIALITY NOTICE:

Confidentiality Notice: Information contained in this email and/or attachments to it may be confidential and legally privileged. This information is intended only for the use of the individual to whom this email is addressed. If you are not that person, you are hereby notified that any use, disclosure, printing, or distribution of any of the information contained herein is strictly PROHIBITED. If you have received this email in error, please notify the sender and delete this email and any attachments immediately.

**County
Administrator
Report**

STUDY

SESSION

THE BENZIE COUNTY BOARD OF COMMISSIONERS
STUDY SESSION
November 14, 2023

The Benzie County Board of Commissioners met in a Study Session on Tuesday, November 14, 2023, in the Frank Walterhouse Board Room, 448 Court Place, Government Center, Beulah, Michigan.

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

Present were: Commissioners Cunningham, Jeannot, Nye, and Sauer
Excused: Commissioner Markey, Roelofs and Warsecke

The Pledge of Allegiance was recited.

Agenda:

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

Minutes:

Motion by Sauer, seconded by Jeannot, to approve the Study Session minutes of October 10, 2023, as presented. Ayes: Cunningham, Jeannot, Nye, and Sauer Nays: None Exc: Markey, Roelofs and Warsecke
Motion carried.

1:31 p.m. Public Comment - None

Human Resources: Rose Roelofs presented the HR Update and provided a written report.

Topics for Continued Discussion:

- a. Discussion regarding Building Security: Rebecca Hubers, Emergency Management stated that we are moving forward with lighting for the parking lot and working towards additional cameras. As we go into 2024, anyone that is on one of the committees that meet in the evening needs to be a procedure developed regarding the doors or see about moving the meeting up in time.
- b. Brief discussion regarding potential County millage for in district tuition to Benzie residents at NMC: Todd Naibauer, Kennard Weaver and Jack Harnish were present for Northwest Michigan College and Advocates for Benzie County. They gave a presentation and ~~was~~ were available to answer any questions.
- c. Discussion regarding Opioid Settlement Fund Proposals
Chip Johnston, Centra Wellness presented their request for funds to help support their Medication Assisted Treatment (MAT) program.

Rosadi Campbell, Peer Recovery Alliance of Benzie County, presented her request for funds to help support her Peer-led recovery wellness planning and coaching support program.

Debbie Aldridge, Benzie Leelanau Health Department presented their request for funds to help support the expansion of their current program to include more of a focus on Substance

Study Session
Page 2 of 2
November 14, 2023

Use Disorder, and providing more education to their Community Health Worker staff , who in turn can help community members navigate services for family members, friends or themselves.

Rebecca Hubers, Emergency Management, and Cory Ellis, 911 Director presented their request, which would include training for 911 and Law Enforcement to assist with their daily interaction with situations involving opioids or substance abuse disorders and/or co-occurring mental health conditions. Along with providing start-up cost to integrate Emergency Medical Dispatch (EMD) protocols into the Benzie County Dispatch daily operation protocols.

3:18 p.m. Public Comment

State Representative John Roth stated that they have adjourned today. He gave an update on Wind and Solar local control, elections, financial disclosure, funding for local police departments, EGLE awarded the Village of Beulah \$2,000,000 for their wastewater treatment center, and Narcan.

3:27 p.m. Public Comment Closed

Motion by Sauer, seconded by Cunningham, to adjourn at 3:28 p.m. Ayes: Cunningham, Jeannot, Nye, and Sauer Nays: None Exc: Markey, Roelofs and Warsecke Motion carried.

Rhonda Nye, Vice Chair (BOC)

Tammy Bowers, Benzie County Clerk

Committee Appointments

Unfinished Business

New Business

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.



BENZIE COUNTY

PARS Section 115 Retiree Benefits Trust
October 19, 2023

PARS SECTION 115 TRUST TEAM

Trust administrator



- **39** years of experience, **2000+** plans under administration and **1,000+** public agency clients
- Coordinates all Agency services
- Develops/manages documents
- Monitors state & federal compliance
- Handles recordkeeping & reporting

Investment manager option



- **48** years of experience, **\$8 trillion** in assets under management
- One of the world's most respected investment management companies
- Independent low-cost investment advisor
- Offers low-cost mutual funds
- Fees decrease as assets across Vanguard strategies grow

Trustee and investment manager option



- **160** years of experience and **\$9 trillion** in assets under trust custody
- PFM is investment sub-advisor and subsidiary to trustee, U.S. Bank
- Investment fiduciary
- Safeguards and oversees plan assets
- Manages program portfolios, provides investment policy assistance
- Open architecture with active/passive investment options

WHAT IS A SECTION 115 TRUST?

- **Irrevocable and exclusively for beneficiaries**
 - Assets can only be used for retiree benefits cost and are protected for the exclusive benefit of employees, retirees and beneficiaries
- **Diversified investment**
 - Trust contributions may be diversely invested, similar to pension fund assets
- **Tax exemption**
 - Investment earnings are tax exempt per Section 115 of the Internal Revenue Code (IRC)



PARS SECTION 115 TRUST

- **IRS-compliant** trust structure with favorable Private Letter Ruling
- **State law compliant** trust structure per formal opinion from Kelley Cawthorne, local law firm
- **GASB 67/68 and 74/75 compliant** trust structure

PARS SECTION 115 TRUST AND LOCAL CONTROL

Subaccounts

- Pension and OPEB assets are individually sub-accounted, and can be divided by dept., bargaining unit, or cost center

Flexible investing

- Allows separate investing strategies for all pension and OPEB subaccounts.

Economies-of-scale

- Pension and OPEB assets are aggregated for fee purposes—saving money!

Pensions

GASB 68

- Set aside assets for pension cost, separate and apart from the pension fund. Reimburse plan sponsor or contribute from trust directly to pension funds. Reimbursement can be delayed up to 2 years.



OPEB

GASB 75

- Set aside assets for OPEB such as retiree health care benefits. Reimburse plan sponsor or make payments directly to benefits provider or beneficiaries. Reimbursement can be delayed up to 2 years.

WHY USE A PARS TRUST FOR PENSION OBLIGATIONS?

1 Local control

As a separate trust, the County maintains control of its assets including investment selections, contribution/disbursement amounts and timing

2 Fiscal stability

When annual contribution rates rise or during difficult economic or budgetary periods, assets can be transferred from the trust or “rainy day” fund to retirement systems

3 Diversified investing and tax-exempt returns

The PARS Trust allows for diversified investing that may result in better returns than the General Fund and investment earnings are tax exempt

4 Assets are protected from diversion

Funds are protected from diversion for other uses and safe from creditor claims



WHY THE PARS TRUST?

- PARS is an **industry pioneer**: We developed the nation's first combination trust for pension and/or OPEB cost which is now the largest and fastest growing in the nation
- **Combination trust** can be used for pension and/or OPEB with fees based on total assets in both
- **Investment flexibility** and **low-cost investment options** from leaders in retiree benefits trusts including Vanguard and U.S. Bank



COMPREHENSIVE SERVICES

- Trust administration and recordkeeping
- Signature-ready trust documents
- Trustee and custodial services
- Fiduciary investment advisory and management
- Consulting and analysis services
- State and federal compliance monitoring
- Annual audits and GASB reporting assistance
- Consolidated, in-person, individualized services

IMPACT OF USING PARS TRUST

PLANNING & STABILIZATION

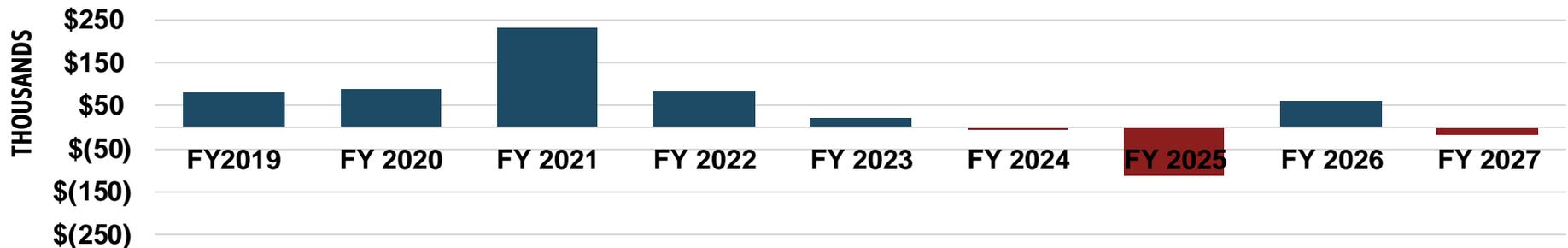
- Between FY 2019 and FY 2022, Benzie County has made excess employer contributions to its Retirement System above and beyond the actuarially-determined amount of **\$481,804**. If the County instead deposited excess contributions into a PARS Section 115 trust and invested those monies, the County would have a “rainy day fund” to keep employer contributions stable.
- Now let’s say that from 2023 onwards, the County decided that it preferred to maintain stable employer contributions to its Retirement System, at **\$750,000 per year** based on recent experience. When the actuarially-determined contribution is above \$750,000, the difference is withdrawn from the Section 115 trust to relieve pressure on the General Fund; and when the actuarially-determined contribution is less than \$750,000 the difference will be deposited to the Section 115 trust to be withdrawn in the future when pension cost spike.

PARS TRUST AS A FISCAL STABILIZER

	FY 2019	FY 2020	FY 2021	FY 2022
County-determined contribution	\$ 637,012	\$ 646,236	\$ 698,786	\$ 839,247
Actuarially-determined contribution (simulated)	\$ 717,012	\$ 733,236	\$ 929,586	\$ 923,251
Difference	\$ 80,000	\$ 87,000	\$ 230,800	\$ 84,004

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
County-determined contribution	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
Actuarially-determined contribution (simulated)	\$728,090	\$755,374	\$863,777	\$ 689,304	\$ 769,485
Difference	(\$21,910)	\$5,374	\$113,777	(\$60,696)	\$19,485

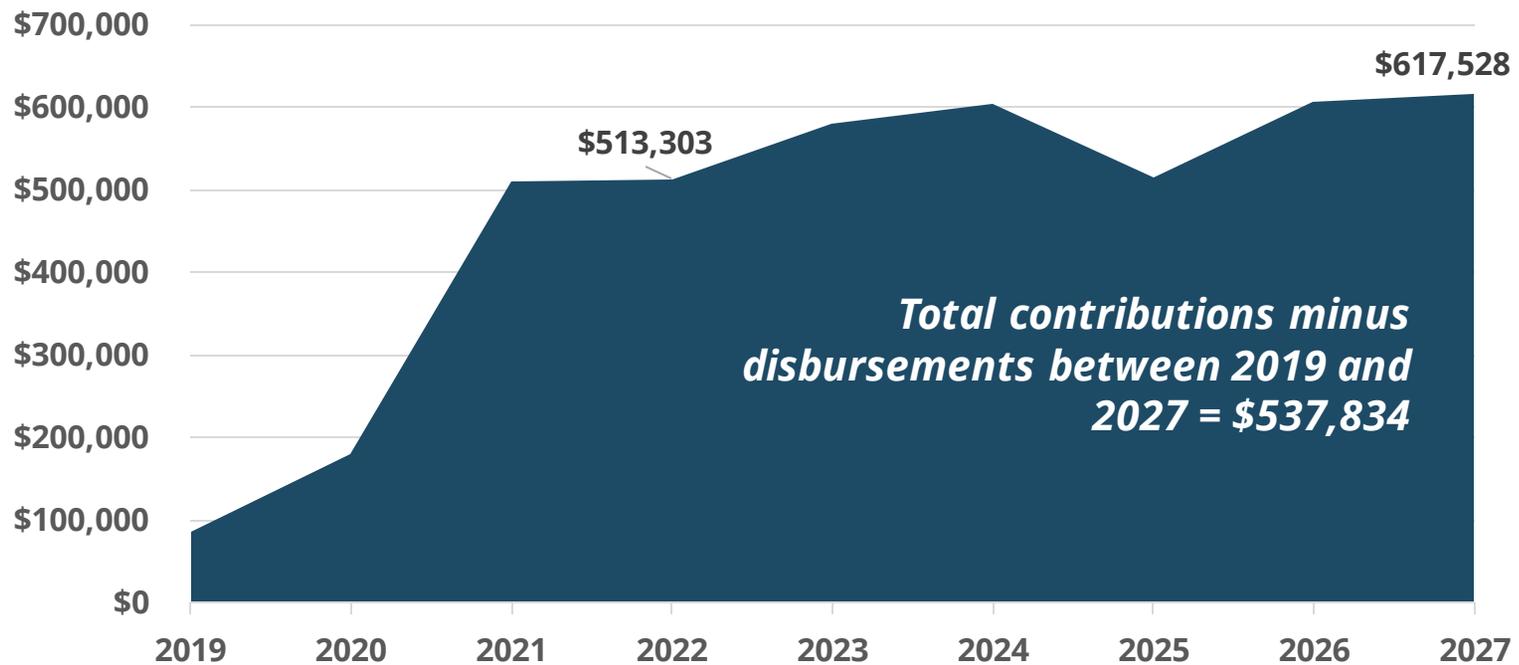
Section 115 trust deposit/(withdrawal)



ASSET GROWTH WITH PARS TRUST

The following graph shows the growth of assets should the County have put its excess contributions into the PARS trust between 2019 and 2022, and then put the difference between \$750k and the ADC from 2023-2027. The calculations **include all program fees**.

*



*Assumes that contributions and distributions occur in the beginning of the year.

**Earnings between 2019 and 2023 are based on PARS Vanguard Balanced Strategy historical 1 Year returns.

***Earnings in 2024 and thereafter are based on 5-year expected returns for the PARS-Vanguard Balanced strategy generated by the Vanguard Capital Markets Model (VCMM). Note: The projections or other information generated by the Vanguard Capital Markets Model@ (VCMM) regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Distribution of return outcomes from VCMM are derived from 10,000 simulations for each modeled asset class.

INVESTMENT OPTIONS

VANGUARD INVESTMENT OPTIONS

Pre-established investment options

All strategies have been designed specifically by Vanguard for PARS Section 115 Trust Programs.

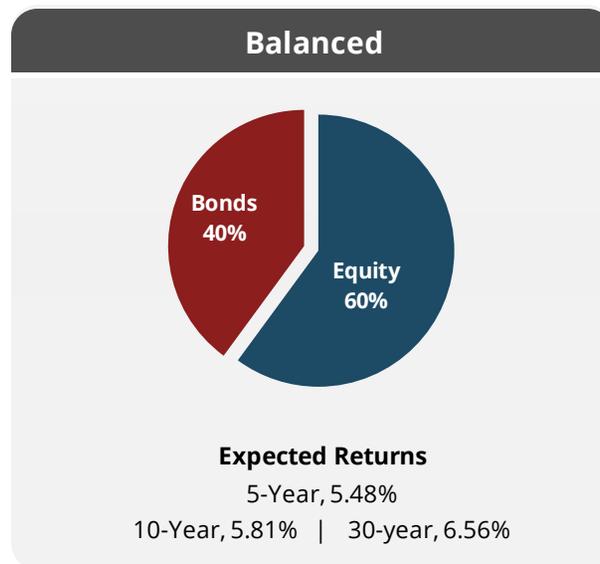
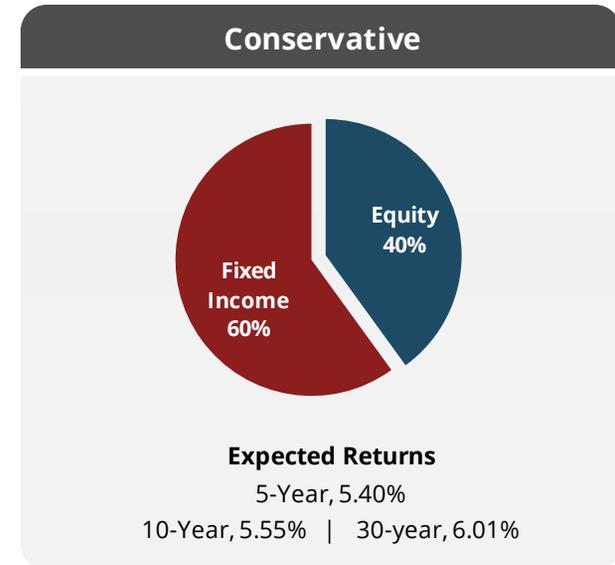
Economies-of-scale

All plan assets are combined for economies of scale, but there is no cross sharing of earnings or liabilities.

Low expense ratios

Strategies are comprised of index-based, mutual funds selected for their low expense ratios.

Expected Returns from Vanguard's Capital Markets Model (VCMM) as of June 30, 2023



VANGUARD PROGRAM FEES

Please note that pension and OPEB assets would be combined for fee calculation purposes.

Trust administration/consulting fees



Plan set-up fee:

None

Ongoing fees:

0.25%	for assets \$0-10 million
0.20%	for assets \$10-15 million
0.15%	for assets \$15-50 million
0.10%	for assets over \$50 million

Investment management fees



Ongoing fees:

0.019%*

**Fee based on cumulative assets of all agencies participating in the PARS-Vanguard pre-established investment options. Fee is calculated quarterly using the following schedule: 0.07% for assets \$0-50 M, 0.04% for assets \$50-100 M, 0.03% of assets \$150-250 M, 0.01% of assets \$250-500 M and 0.005% of assets over \$500 M*

Directed trustee fees



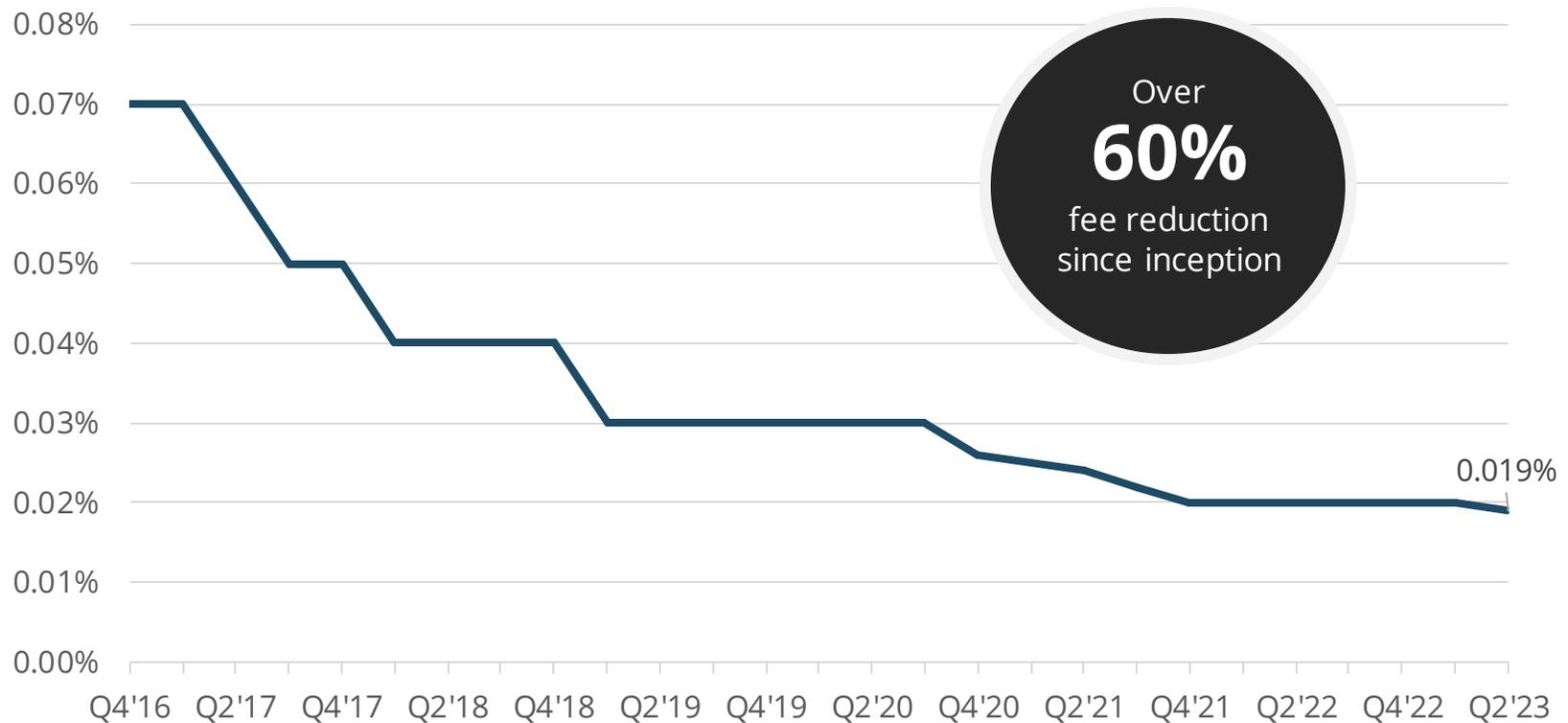
Ongoing fees:

0.05%	for assets \$0-25 million
0.04%	for assets \$25-50 million
0.03%	for assets over \$50 million

** PARS does not receive any compensation from the investments or any commissions, back-end loads, or any other forms of compensation; Vanguard investment management fees are based on the total assets of all participants in the four strategies; U.S. Bank's fee schedule is based on combined assets in each of the Vanguard strategies*

VANGUARD FEES SINCE INCEPTION

- Vanguard's investment management fees are based on total assets of all participants in the four strategies.
- **As of October 2023, the investment management fees for Vanguard investment program members is 0.19% of assets (1.9 basis points).**



Hypothetical Program Cost: Vanguard Investment Approach

The following details the monthly program fee based on an initial contribution amount. Calculations are based on a one-time contribution and do not consider investment earnings or losses.

Program fees

Initial contribution amount	\$1,000,000
PARS trust administration/consulting blended annual fees	0.250%
Vanguard investment management annual fees ¹	0.019%
U.S. Bank directed trustee annual fees ²	0.050%
Total monthly fees	\$265.83

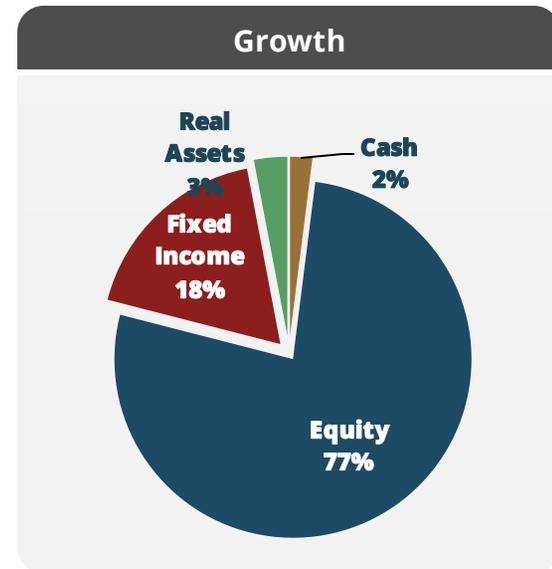
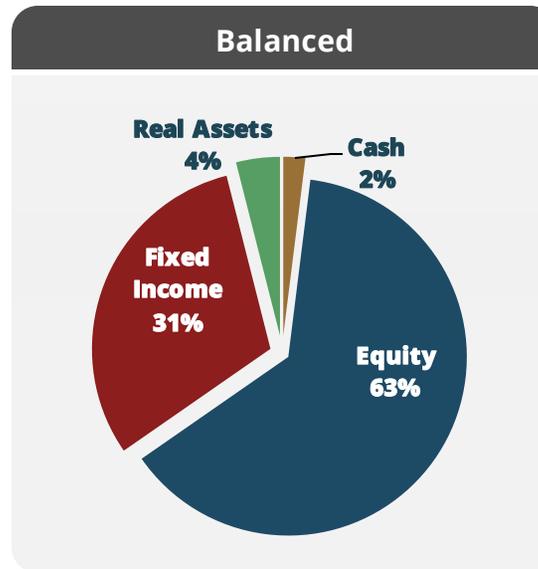
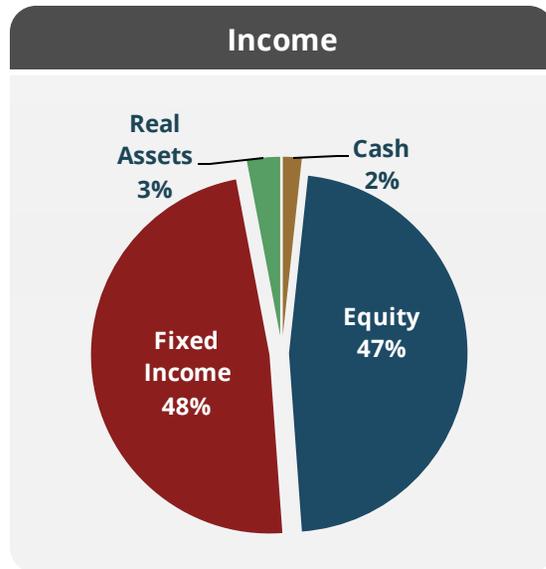
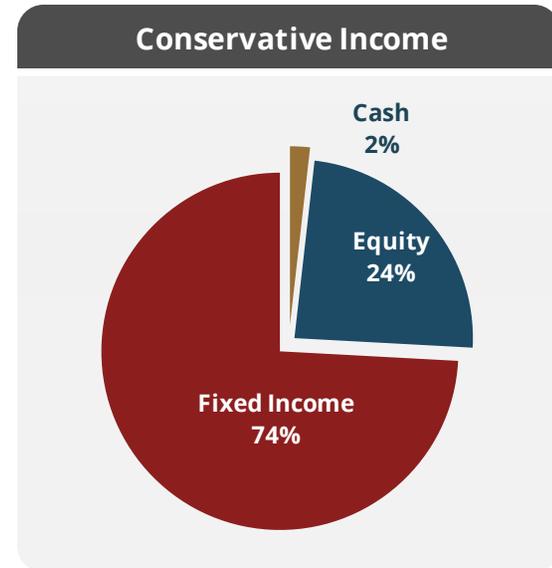
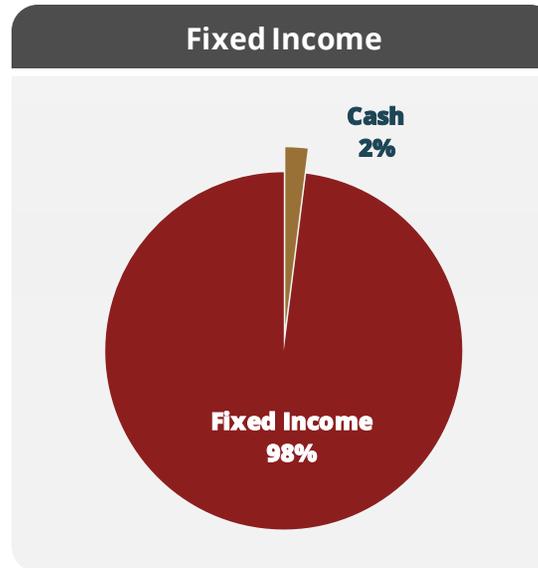
¹ Vanguard blended fees are based on total assets across all investment pools

² U.S. Bank blended fees are based on total assets in the investment pool

U.S. BANK INVESTMENT OPTIONS

Portfolios are designed specifically by U.S. Bank subsidiary, PFMAM, for PARS Section 115 trust clients and can be selected as either active or passively managed.

In addition to these 5 diversified options, a customized portfolio option can also be selected (dependent on asset size).



PFM PROGRAM FEES

Note: If the County also used PARS to prefund its OPEB liabilities, the assets would be combined for fee calculation purposes.

Trust administration/consulting fees



Plan Set-Up Fee:

None

Ongoing Fees:

0.25%	for assets \$0-10 million
0.20%	for assets \$10-15 million
0.15%	for assets \$15-50 million
0.10%	for assets over \$50 million

Discretionary trustee/investment management fees



Ongoing Fees:

0.30%	for assets under \$10 million
0.20%	for assets \$10-20 million
0.15%	for assets \$20-50 million
0.10%	for assets over \$50 million

* PARS does not receive any compensation from the investments or any commissions, back-end loads, or any other forms of compensation; Please note that trustee fees are waived when PFM is selected as investment manager

Hypothetical Program Cost: U.S. Bank Investment Approach

The following details the monthly program fee based on an initial contribution amount. Calculations are based on a one-time contribution and do not consider investment earnings or losses.

Program fees

Initial contribution amount	\$1,000,000
PARS trust administration/consulting blended annual fees	0.25%
U.S. Bank/PFM trustee & investment management annual fees ¹	0.35%
Total monthly fees	\$500.00

¹ U.S. Bank fees are based on individual agency assets

SUMMARY

All-in-one service provider and flexible trust structure

- Full-service, one stop shop
- Signature-ready, legally vetted documents
- Local control maintained by County - Trust can be used to fund pension, OPEB, or both at any time
- Ongoing compliance monitoring
- Consolidated program management with hands-on personalized service
- Annual audit & GASB reporting support

Low-cost investment services

- Industry leading, flexible investments with economies of scale - combined and custom options available
- Simple, low fee structure — Fee reductions with asset growth
- Some of the lowest investment management fees in the nation
- No start up fees, minimum fees, transfer fees or trading fees
- No termination fees; simply require 90 days notice for assets to be transferred to like Section 115 trust

Highly experienced trust team

- Strong trustee — U.S. Bank — 5th largest commercial bank in the nation
- Fiduciary protection by industry leaders in Section 115 trusts, Vanguard and U.S. Bank
- Pioneer and innovator of Section 115 trust programs since 2004
- As of October 2023, 530+ clients with over \$6B in assets

CONTACTS

Charles D. Francis

Senior Consultant

(818) 572-3965

cfrancis@pars.org

James L. Tatum

Senior Consultant

(734) 765-2090

jtatum@pars.org

Maureen Toal

Executive Vice President

(844) 540-6732

mtoal@pars.org



Benzie Co

Type
All

Employer Name
Benzie Co

8M
UAAL

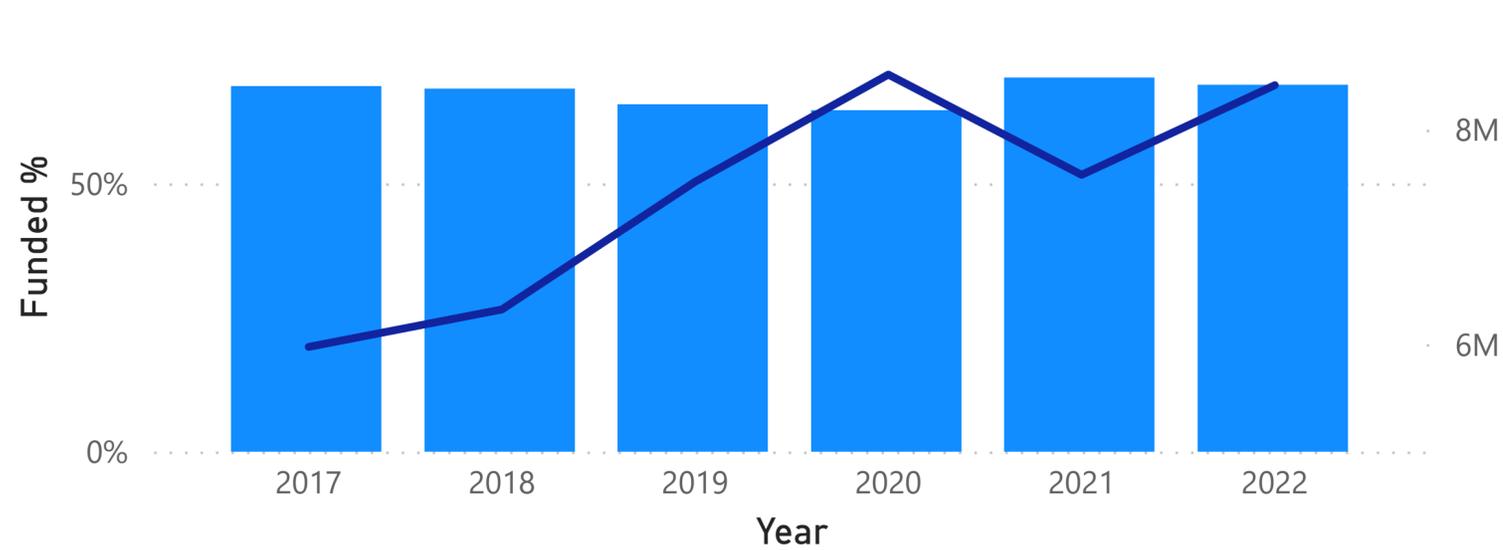
68.34%
Funded %

910K
ARC

27.85%
% of Payroll

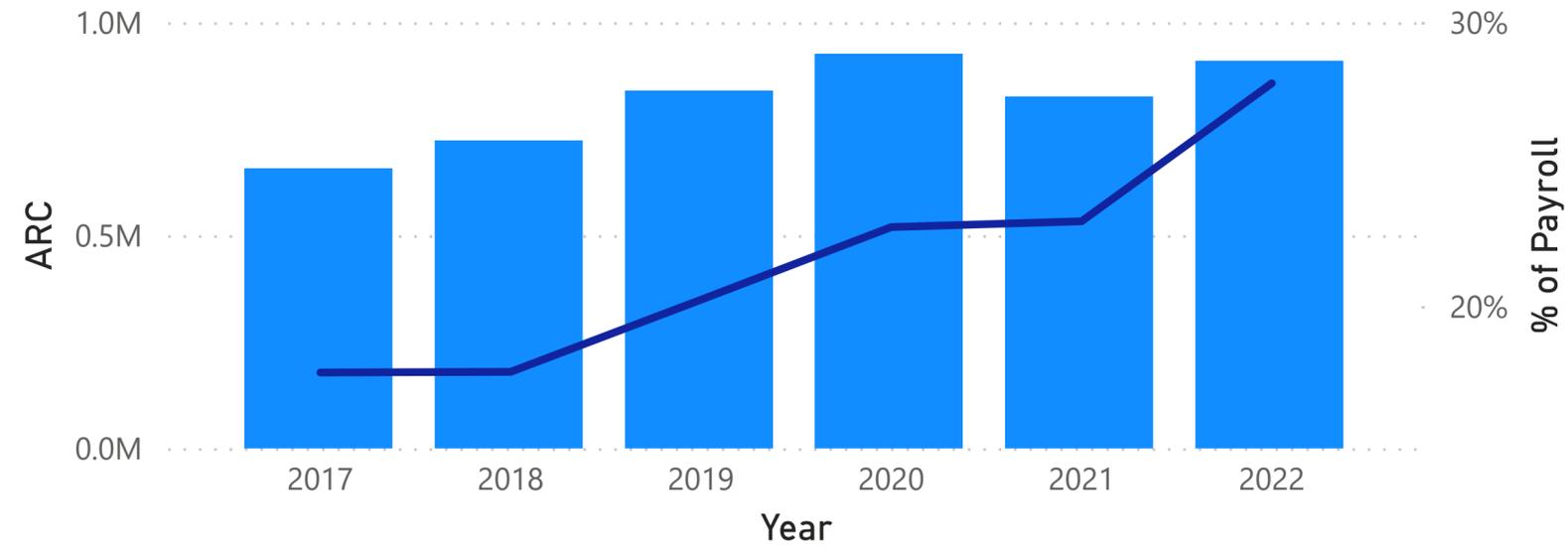
Funded % and UAAL by Year

● Funded % ● UAAL



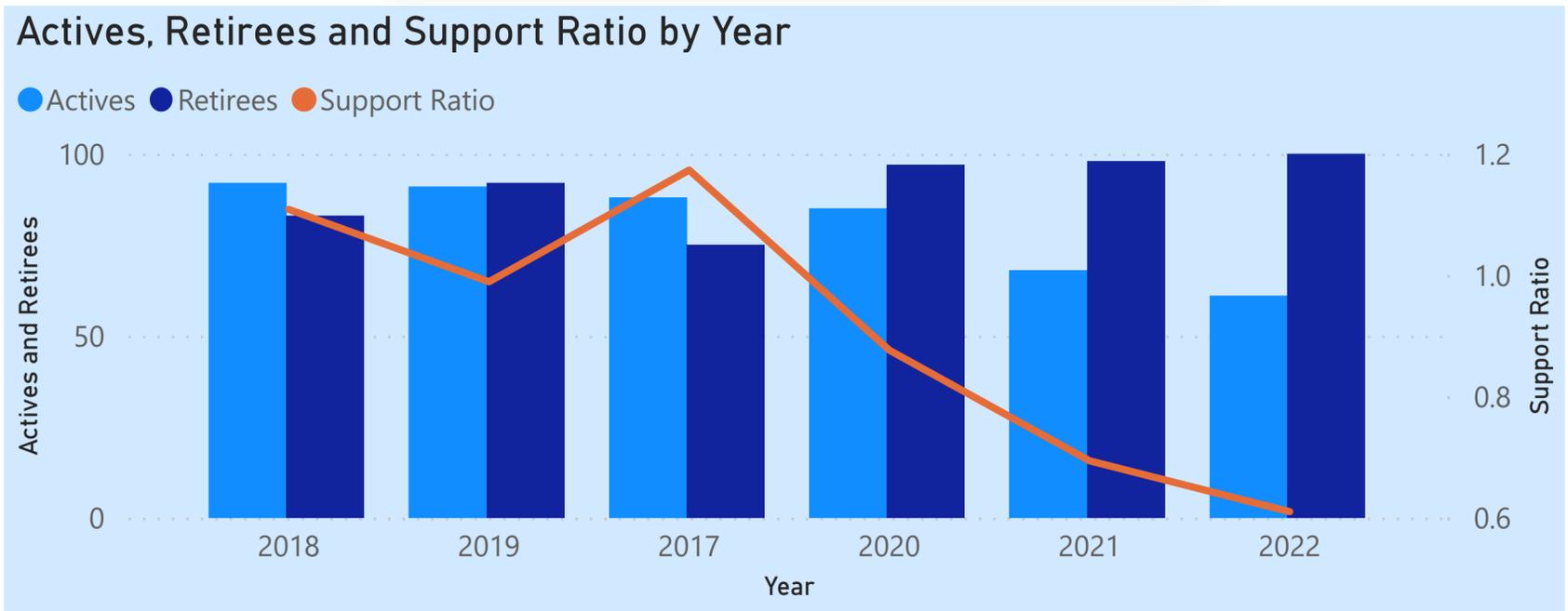
ARC and % of Payroll by Year

● ARC ● % of Payroll



Benzie Co

Support Ratio



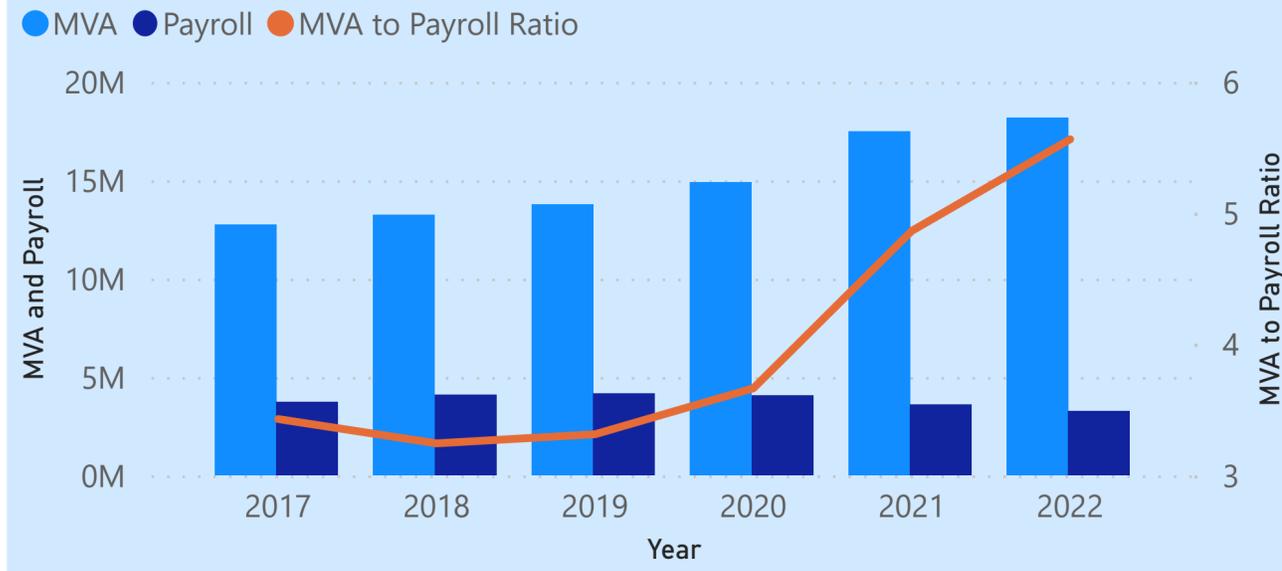
Year	Actives	Retirees	Support Ratio
2017	88	75	1.17
2018	92	83	1.11
2019	91	92	0.99
2020	85	97	0.88
2021	68	98	0.69
2022	61	100	0.61
Total	485	545	0.89

Pension plans that have high percentages of active workers are better able to rely on future contributions employers to make up for plan underfunding.

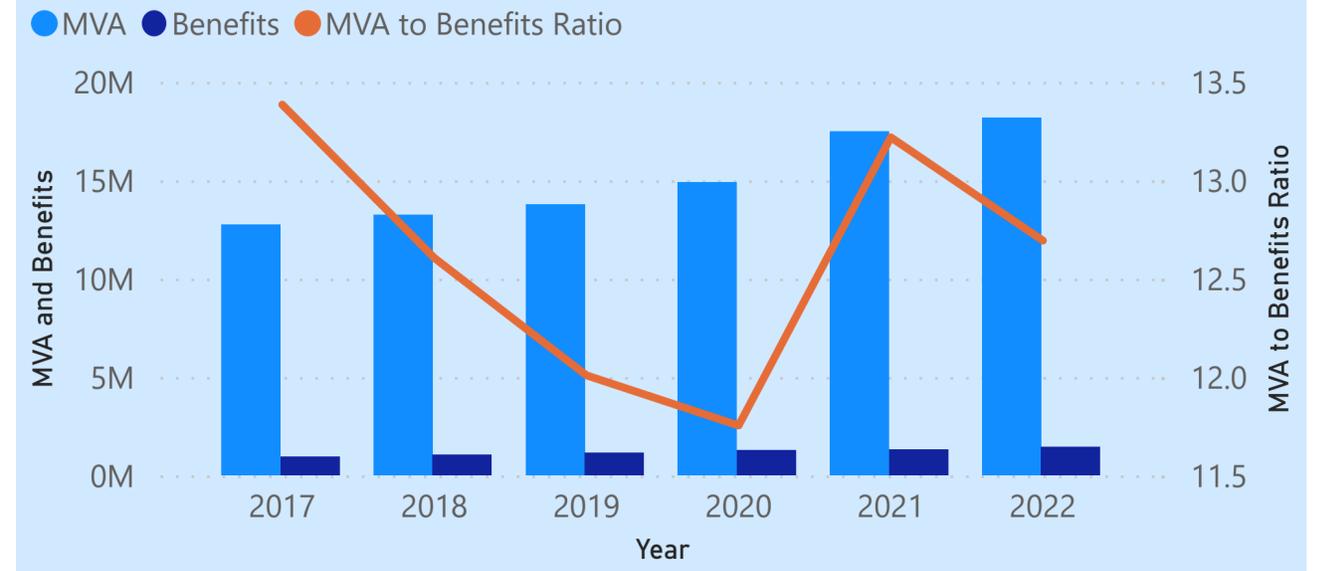
Benzie Co

Asset Volatility Ratios

MVA, Payroll and MVA to Payroll Ratio by Year



MVA, Benefits and MVA to Benefits Ratio by Year



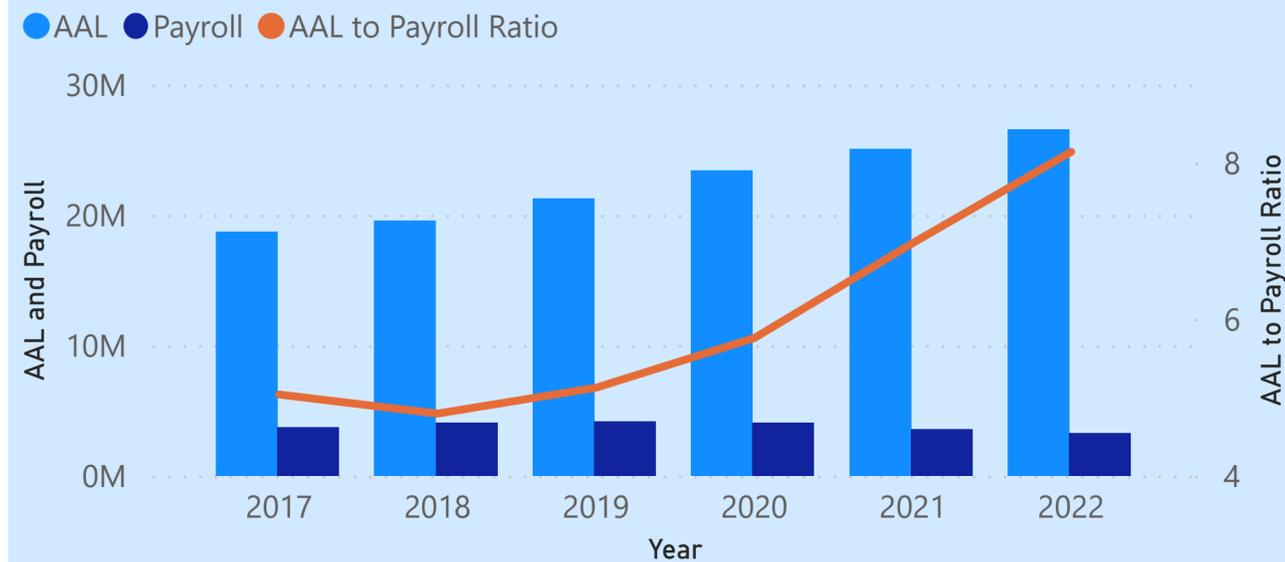
Year	MVA	Payroll	MVA to Payroll Ratio
2017	12,748,003	3,717,011	3.43
2018	13,243,598	4,082,032	3.24
2019	13,755,665	4,151,050	3.31
2020	14,887,828	4,062,856	3.66
2021	17,473,877	3,592,463	4.86
2022	18,167,640	3,266,060	5.56
Total	90,276,611	22,871,472	3.95

Year	MVA	Benefits	MVA to Benefits Ratio
2017	12,748,003	952,463	13.38
2018	13,243,598	1,050,672	12.60
2019	13,755,665	1,145,502	12.01
2020	14,887,828	1,266,648	11.75
2021	17,473,877	1,321,926	13.22
2022	18,167,640	1,431,275	12.69
Total	90,276,611	7,168,486	12.59

Benzie Co

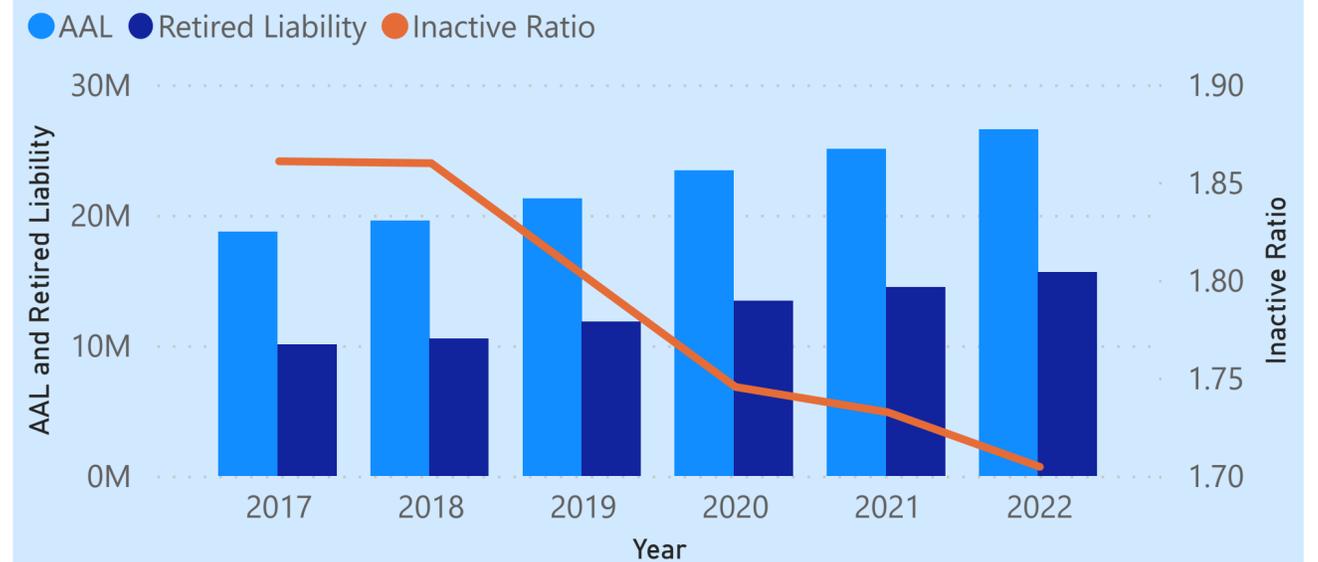
Accrued Liabilities Ratios

AAL, Payroll and AAL to Payroll Ratio by Year



Year	AAL	Payroll	AAL to Payroll Ratio
2017	18,723,413	3,717,011	5.04
2018	19,567,738	4,082,032	4.79
2019	21,270,778	4,151,050	5.12
2020	23,401,706	4,062,856	5.76
2021	25,053,198	3,592,463	6.97
2022	26,582,763	3,266,060	8.14
Total	134,599,596	22,871,472	5.89

AAL, Retired Liability and Inactive Ratio by Year

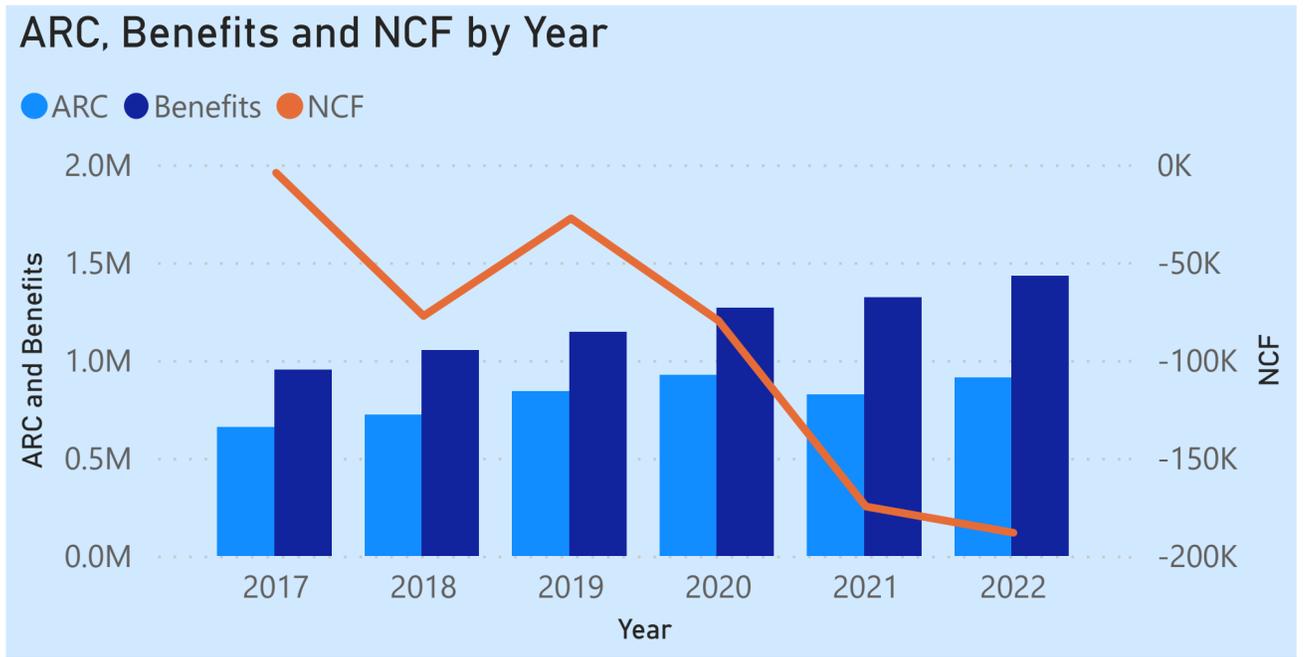
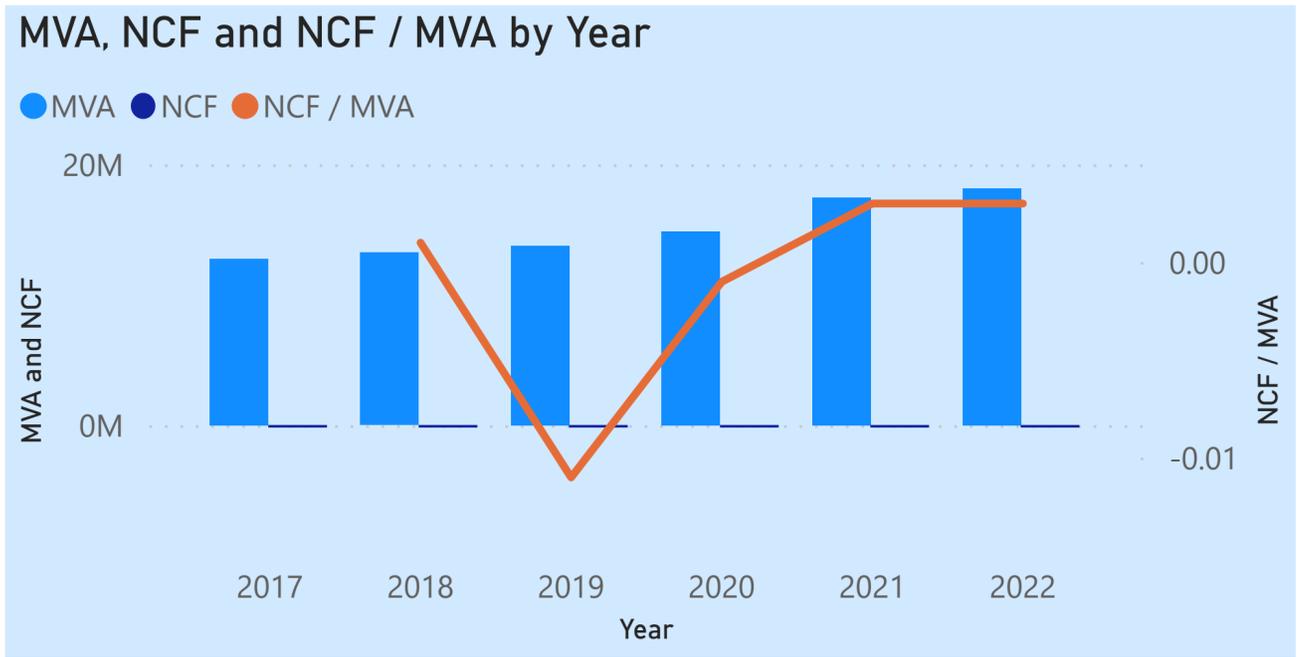


Year	AAL	Retired Liability	Inactive Ratio
2017	18,723,413	10,062,457	1.86
2018	19,567,738	10,521,755	1.86
2019	21,270,778	11,801,034	1.80
2020	23,401,706	13,408,102	1.75
2021	25,053,198	14,461,124	1.73
2022	26,582,763	15,595,458	1.70
Total	134,599,596	75,849,930	1.77



Benzie Co

Net Cash Flow Ratios



Year	NCF	MVA	NCF / MVA
2021	-174869	17,473,877	0.00
2022	-188263	18,167,640	0.00
2018	-77462	13,243,598	0.00
2017	-4300	12,748,003	
2020	-79873	14,887,828	0.00
2019	-27573	13,755,665	0.01
Total	-552340	90,276,611	-0.01

Year	ARC	Benefits	NCF
2017	656,676	952,463	-4300
2018	722,112	1,050,672	-77462
2019	839,736	1,145,502	-27573
2020	925,848	1,266,648	-79873
2021	825,960	1,321,926	-174869
2022	800,672	1,421,275	-188263
Total	4,880,004	7,168,486	-552340

The PARS Pension Rate Stabilization Program

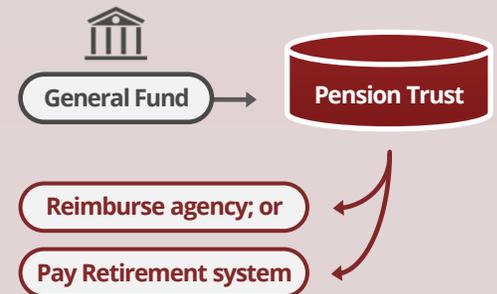
A First-of-its-Kind Trust Solution for Pension Costs

Hundreds of local governments, school districts, and colleges have joined the PARS PRSP Trust since 2015.

Public Agency Retirement Services (PARS), in partnership with **Vanguard** and **U.S. Bank**, has pioneered a new IRS-approved trust that enables your agency to set aside funds for long-term pension costs.

Operating separate and apart from your pension system, this dedicated trust can be used to stabilize rising contribution rates and help with pension obligations.

Pension Rate Stabilization Program (PRSP)



Why use PRSP to Fund Pension?

-  **Local Control:** Maintain autonomy over agency assets, including timing and risk tolerance
-  **Rate Stabilization:** Funds in the trust can be used to address rising contribution costs or pay excess contributions, rather than pulling from the general fund
-  **Diversified Investing:** Assets in the trust have the potential to earn more than a general/reserve fund, depending on state law
-  **Rainy Day Fund:** Source of funds during tough economic or budgetary times
-  **Secured Assets:** In an irrevocable trust, funds are protected against diversion to other uses
-  **Long-Term Benefits:** Prefunding is a prudent solution to address long-term liabilities now

One-Stop Shop for Pension Trust Services

Our team of specialists can help you design custom pension funding policies that stabilize general fund and pension rates while mitigating risk from equity markets.

Ready-to-Go Trust Compliant Documents

Low-Cost Investment Options

Trust Administration & Trustee Services

Investment Management & Fiduciary Services

Federal and State Compliance Monitoring

Trust Administrator & Consultant



- Recordkeeping/account valuations, compliance monitoring, document managing, and coordination of all agency services

36

Years of Experience
(1984-2020)

1,500+

Plans under Administration

850+

Public Agency Clients

400+

Section 115 Trust Clients

Investment Manager Option



- Low-cost investment advisor
- Investments specially designed for trusts
- Fees drop as assets across all pools grow

45

Years of Experience
(1975-2020)

\$5.5T

Assets under Management

Trustee & Investment Manager Option



- 5th largest commercial bank
- Open architecture with active and passive options
- Custodian of assets; safeguards plan assets

157

Years of Experience
(1863-2020)

\$5.0T

Assets under Administration

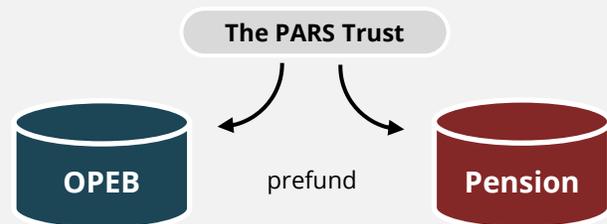
The PARS Section 115 Combination Prefunding Trust

A Comprehensive Prefunding Solution for OPEB and Pension

If your agency also offers retiree healthcare benefits, consider the PARS Combination Trust, which allows for prefunding both pension and OPEB liabilities.

 **Subaccounts:** OPEB and pension assets are sub-accounted for separately

 **Economies-of-Scale:** Fees are reduced as OPEB and pension assets are aggregated



Contact Us

Maureen Toal
PARS Senior Vice President
Toll Free: (844) 540-6732
mtoal@pars.org

Managing Volatility

Detroit Addresses Pension-Related Financial Stress with an IRC Section 115 Trust

BY JAMES L. TATUM III

In bankruptcy, the City of Detroit, Michigan, cut retiree benefits and closed its two pension funds, but it retained a substantial net pension liability. To address the net pension liability that remained, the city created an irrevocable trust fund as authorized under Internal Revenue Code (IRC) Section 115. Detroit's Section 115 trust, the Retiree Protection Trust Fund (RPTF), will help the city smooth out spikes in annual required contributions (ARCs) in the years ahead.

The city filed for bankruptcy on July 18, 2013, after decades of population loss and industrial decline. Over 16 months, it battled with creditors to restructure \$18 billion in liabilities. Of the \$18 billion, \$3.5 billion was owed to city pension funds. In a deal labeled the "Grand Bargain," the city broke contracts, shorted bondholders, and cut pensions. Ultimately, the city was able to reduce its liabilities by approximately \$7 billion. Still, Detroit retained a substantial net pension liability post-bankruptcy.

The RPTF has allowed the city to commit additional resources beyond those required by the settlement reached in bankruptcy, or "Plan of Adjustment." Contributions to the RPTF do not represent contributions to its public pension plans. Rather, the RPTF provided a useful mechanism for addressing the city's pension-related financial stress.

Bankruptcy and remaining liabilities

No major American city had filed for bankruptcy before Detroit. No previously filed Chapter 9 case measured liabilities in the amount of Detroit's case (see Exhibit 1).

The city's net pension liability was \$3.5 billion—19% of its total liabilities. The \$1.4 billion in certificates of participation were also, indirectly, liabilities related to its pension funds. Between 2003 and 2004, the city issued bond-like securities called certificates of participation and used the proceeds to make pension contributions.

EXHIBIT 1: DETROIT'S TOTAL LIABILITIES IN BANKRUPTCY (IN MILLIONS)

Special obligation bonds	\$6,400
Other post-employment benefits	5,700
Pension benefits	3,500
Certificates of participation	1,430
General obligation bonds	651
Swap contracts	347
Other	300
Grand total	\$18,328

EXHIBIT 2: CITY OF DETROIT'S PLAN OF ADJUSTMENT, FY 2015–24 REQUIRED PENSION CONTRIBUTIONS
(IN MILLIONS)

General Retirement System and Police and Fire Retirement System	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24
City (Water and Sewer Funds)	\$65.4	\$45.4	\$45.4	\$45.4	\$45.4	\$45.4	\$45.4	\$45.4	\$45.4	\$-
Detroit Public Library	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.9
Special assessment tax	4.4	4.0	4.0	3.9	3.7	3.7	3.6	2.3	2.0	1.6
State of Michigan	194.8	-	-	-	-	-	-	-	-	-
Philanthropies	18.3	18.3	18.3	18.3	18.3	18.3	18.3	18.3	18.3	18.3
Detroit Institute of Arts (DIA)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
City (General Fund)	12.1	20.0	20.0	20.0	20.0	-	-	-	-	111.0
GRAND TOTAL	\$302.5	\$95.2	\$95.2	\$95.1	\$94.9	\$74.9	\$74.8	\$73.5	73.2	138.8

Another \$5.7 billion was owed to retirees related to other post-employment benefits, namely the city's promise to pay for retiree healthcare costs. In total, the city had \$10.6 billion in liabilities related to employee benefits.

There were two pension funds: General Retirement System (GRS) and Police and Fire Retirement System (PFRS). GRS was 63% funded (FY 2014). PFRS was 83% funded (FY 2014). To reduce the net pension liability, the city broke its promises to plan members and amended the contracts among the three parties. GRS members had their pension income cut by 26%. PFRS members had their pension income cut by 4%.

In addition to cuts in benefits, GRS and PFRS were closed. No further benefits were accrued by current employees, and current and new employees were shifted into new pension plans with skimpier benefits. The Plan of Adjustment—the bankruptcy settlement that dictated who would be paid and how much—resulted in four pension plans: GRS II and PFRS II (the two plans that were closed in bankruptcy) and GRS I and PFRS I, which were opened in FY 2015. [Unless otherwise specified, GRS and PFRS are the two plans closed in bankruptcy].

Like General Motors and Chrysler, which filed for bankruptcy in 2009 and reinvented themselves afterward, the city's Plan of Adjustment adjusted debt but also provisioned for recovery. The plan lists many reinvestment initiatives, including demolition of vacant structures, computer system modernization, and park

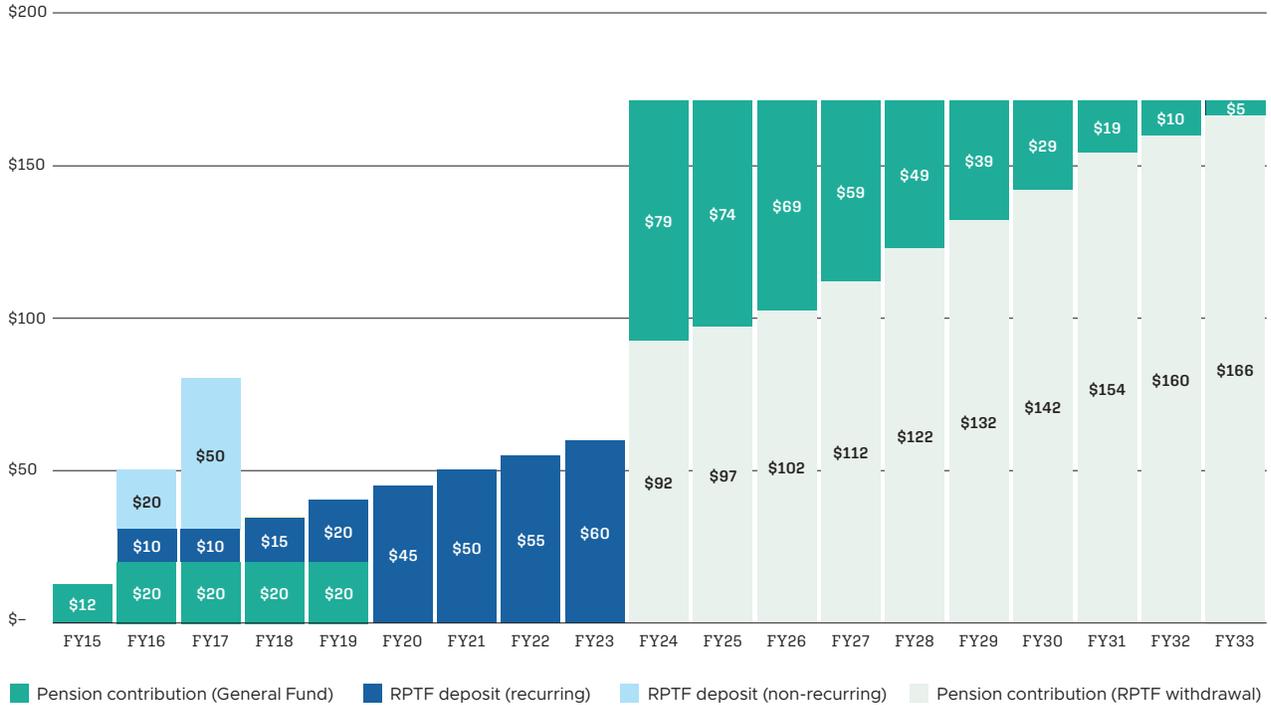
refurbishment. To ensure the city's ability to pay for these reinvestment initiatives, the Plan of Adjustment allowed Detroit to take on new debt but also allowed for a "holiday" from actuarially required contributions (ARC) between FY 2020 and FY 2023.

Forecasts included in the Plan of Adjustment (see Exhibit 2) projected the city's [general fund] pension contribution to be \$111 million once payments resumed in FY 2024. (Exhibit 2 also details the "Grand Bargain," a settlement scheme in which city-owned art in the Detroit Institute of Arts was transferred to nonprofit ownership; the State of Michigan and philanthropic community provided money for the city's pension funds; and pensioners had their benefits reduced.)

Retiree Protection Trust Fund

Forecasts of city pension contributions in FY 2024 and thereafter almost immediately became obsolete. In 2015, the plans' actuary, Gabriel, Roeder, Smith, revised estimates produced under the Plan of Adjustment and as a result the net pension liability increased. The required pension contribution for FY 2024 rose by 75 percent to \$194.4 million. Further, while the initial increase in the projected city pension contribution was due to updated data on mortality, subsequent failures by the pension funds to earn the plans' set rate of return of 6.75% has meant the cost has fallen onto the city. (Because GRS and PFRS are closed plans, the pension funds do not receive employee contributions.)

EXHIBIT 3: DETROIT'S FY 2017 CONTRIBUTION AND WITHDRAWAL PLAN (IN MILLIONS)



In response, the city created a Section 115 trust in FY 2017 and named it the Retiree Protection Trust Fund. Instead of the intended reprieve from ARCs, the city volunteered to set aside money between FY 2017 and FY 2023 to make the ARCs that would resume in FY 2024.

For tax purposes, Section 115 excludes the income earned from money set aside by a municipality when that money is used for the “exercise of any essential governmental function,” according to the IRS code. Exhibit 3 is a forecast of RPTF contributions and withdrawals; it illustrates the city’s plan (as of FY 2017) to use the RPTF to pay its ARCs.

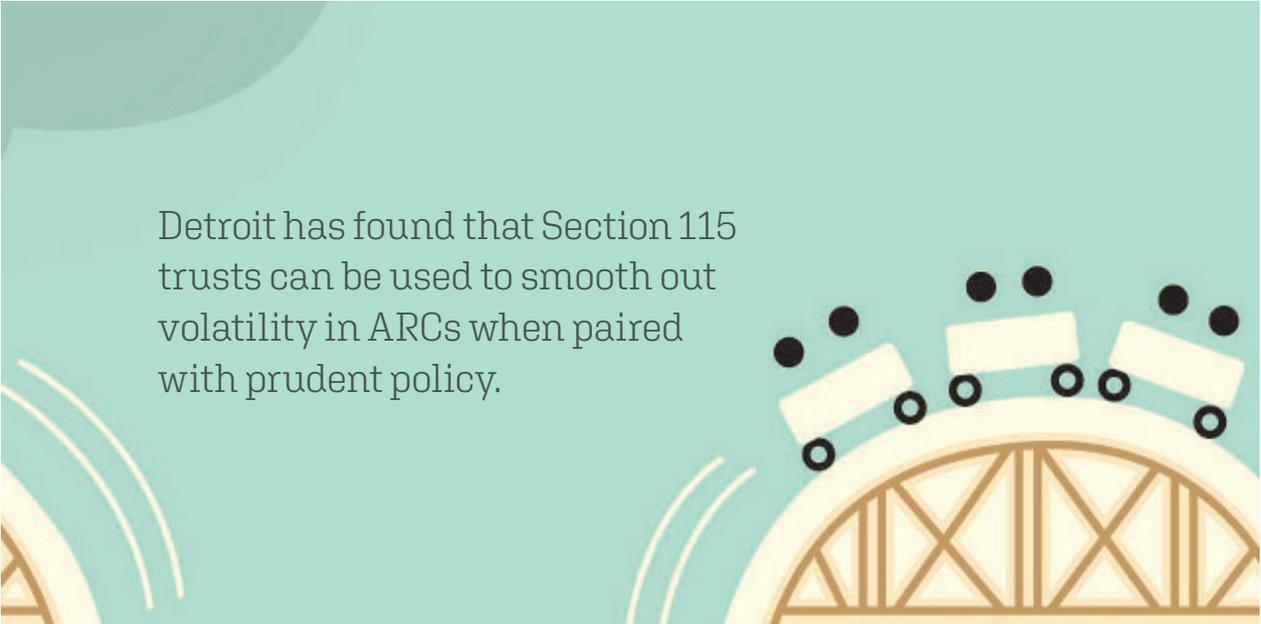
In its first iteration, the RPTF contribution and withdrawal plan projected that the city would contribute \$335 million in total between FY 2017 and FY 2023, annually earn 4% in investment income, and withdraw a total of \$427.7 million across fiscal years until the fund was exhausted in FY 2033. The city’s first iteration of the plan was predicated on a projected city pension contribution of \$173.5 million in FY 2017. Much like what occurred post-bankruptcy, this number became obsolete in subsequent years.

Based on the FY 2019 data (the latest data included in the city’s basic financial statements), GRS is 63%

funded and PFRS is 70% funded. Combined, the net pension liability is \$2.2 billion. Once ARCs resume in FY 2024, the cost to the city’s general fund is projected to be \$177.9 million. The amount is less than the \$194.4 million projected immediately post-bankruptcy, but it is still \$66.9 million more than anticipated by the Plan of Adjustment.

The COVID-19 pandemic and the economic fallout caused not only by the virus but by public health measures to stop its spread have led to reduced tax receipts and sustained losses in state and local pension funds. In the February 2020 Revenue Estimating Conference held by Detroit, the city projected general fund revenue of \$1.1 billion in FY 2021 (pre-COVID-19 pandemic). In the September 2020 Revenue Estimating Conference, the city projected general fund revenue of \$840.7 million, a loss of \$244.1 million, or 23%.

The city initiated cutbacks to account for lower revenues; notably, it canceled a \$20 million deposit to the RPTF planned for FY 2021. Still, the city has committed enormous resources to the RPTF, and based on the latest iteration of the plan (see Exhibit 3), found in a 10-year financial forecast report published on July 31, 2020, the city plans to contribute even more.



Detroit has found that Section 115 trusts can be used to smooth out volatility in ARCs when paired with prudent policy.

To date, Detroit plans to contribute \$335 million to the RPTF. The current balance, as of FY 2020, is \$184.7 million. RPTF assets are held in cash, cash equivalents, and short-term marketable securities, and so the Federal Reserve's decision to lower interest rates in response to the COVID-19 pandemic has likely lowered RPTF investment income for the foreseeable future. Under the most recent iteration of the RPTF contribution and withdrawal plan, the RPTF will be exhausted in FY 2031.

Conclusion

Detroit has found that Section 115 trusts can be used to smooth out volatility in ARCs when paired with prudent policy. The plan sponsor could, for example, estimate a mean or median required pension contribution and base its contributions to and withdrawals from a Section 115 trust on this estimated amount. In times when the required pension contribution is less than the estimated mean or median, the plan sponsor can contribute the amount of the incremental difference to the Section 115 trust. In times when the required pension contribution is above the estimated mean or median, the plan sponsor can withdraw that money from the Section 115 trust.

Section 115 trusts may be an appropriate response to pension-related financial stress for some plan sponsors because they are irrevocable and allow plan sponsors to set aside additional resources for their pension plans. Furthermore, the fact that a plan sponsor has set aside reserves to handle spikes in ARCs is likely to lead to favorable views of creditworthiness when those municipalities issue bonds, as ample reserves are indicative of financial health. 

James L. Tatum III is an analyst in the City of Detroit's Office of the Chief Financial Officer, Forecasting, and Economic Analysis Division. Note: The views represented in the article are the author's and do not represent those of his employer.

¹ The Police and Fire Retirement System and General Retirement System of the City of Detroit, 2019, Annual Actuarial Valuation of Component II (GRS and PFRS separate reports).

² Mary Williams Walsh, "Coronavirus Is Making the Public Pension Crisis Even Worse," *The New York Times*, April 2, 2020.

³ Changes to the FY 2021–FY 2024 Four-Year Financial Plan (Revised), City of Detroit, Office of the Chief Financial Officer, 2020.

⁴ Jeanna Smialek, "Fed Pledges Low Rates for Years, and Until Inflation Picks Up," *The New York Times*, September 16, 2020.

Correspondence

Benzie Transportation Authority - September 2023 Income Statement

	September 2023		Variance	Oct - Sept 2023		Variance	2023	September 2022		Oct - Sept 2022	
	Actual	Budget	Favorable (Unfavor)	Actual	Budget	Favorable (Unfavor)	Annual Budget	Actual	Budget	Actual	Budget
Income											
40100 - Passenger	11,798.50	10,000.00	1,798.50	141,373.95	118,900.00	22,473.95	118,900.00	8,184.76	9,500.00	103,387.59	90,000.00
40200 - Contract Fares	4,235.50	5,700.00	(1,464.50)	61,310.38	60,200.00	1,110.38	60,200.00	3,812.50	2,300.00	38,010.70	25,000.00
40615 - Advertising Income	5,100.00	537.50	4,562.50	17,928.53	20,160.00	(2,231.47)	20,160.00	737.50	4,137.50	19,537.50	13,650.00
40710 - Sale of Maintenance Services	0.00	0.00	0.00	240.93	0.00	240.93	0.00	901.18	1,250.00	2,178.16	15,000.00
40760 - Gains from Sale Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40810 - Donations	0.00	0.00	0.00	250.00	0.00	250.00	0.00	0.00	0.00	50.00	0.00
40800 - Taxes Levied Directly for/by TA	87.36	0.00	87.36	724,078.76	723,279.40	799.36	723,279.40	57.04	0.00	688,464.04	686,836.21
41101 - State Operating Assistance	66,719.00	66,718.00	1.00	800,616.00	800,616.00	0.00	800,615.88	55,256.00	55,255.00	663,061.00	663,061.84
41301 - Section 5311	104,171.50	104,171.50	0.00	416,687.00	416,687.00	0.00	416,687.00	96,136.50	94,762.50	379,050.50	379,050.50
41361 - CRRSA Act	104,171.50	104,171.50	0.00	416,687.00	416,687.00	0.00	416,687.00	96,136.50	94,762.50	379,050.50	379,050.50
41398 - RTAP	0.00	1,500.00	(1,500.00)	11,912.15	5,500.00	6,412.15	5,500.00	146.05	500.00	9,600.00	5,500.00
41400 - Interest Income	3,391.66	583.00	2,808.66	56,644.72	7,000.00	49,644.72	7,000.00	2,308.49	83.34	7,618.10	1,000.00
Total Income	299,675.02	293,381.50	6,293.52	2,647,729.42	2,569,029.40	78,700.02	2,569,029.28	263,676.52	262,550.84	2,290,008.09	2,258,149.05
Expense											
50101 - Operators Wage	61,758.28	64,808.00	3,049.72	858,131.55	842,500.00	(15,631.55)	842,500.00	57,007.40	50,900.00	688,648.63	577,900.00
50102 - Salary and Other Wage	23,884.72	30,685.00	6,800.28	370,210.33	398,900.00	28,689.67	398,900.00	27,128.76	28,000.00	341,432.16	365,900.00
50103 - Dispatchers Wage	19,240.18	12,871.00	(6,369.18)	232,245.95	167,300.00	(64,945.95)	167,300.00	19,712.93	12,830.00	204,008.85	145,330.00
50209 - 457 Co-Match	1,760.00	1,760.00	0.00	23,740.00	22,880.00	(860.00)	22,880.00	3,720.00	3,360.00	44,920.00	43,680.00
50200 - Fringe Benefits	39,138.44	35,078.00	(4,060.44)	392,954.44	347,651.00	(45,303.44)	347,651.00	33,173.39	36,437.41	331,263.95	339,773.00
50310 - Board Compensation	600.00	680.00	80.00	3,520.00	3,920.00	400.00	3,920.00	440.00	320.00	5,680.00	3,120.00
50302 - Marketing Expense	515.00	1,250.00	735.00	13,161.21	15,000.00	1,838.79	15,000.00	1,717.80	1,250.00	8,570.22	15,000.00
50399 - Service Expense	7,418.46	4,976.00	(2,442.46)	143,480.17	96,650.00	(46,830.17)	96,650.00	15,574.18	4,589.36	105,941.84	90,870.00
50401 - Fuel - Propane, Diesel, Unlead	19,270.97	20,334.00	1,063.03	207,953.02	244,000.00	36,046.98	244,000.00	21,816.40	10,000.00	179,488.94	120,000.00
50402 - Tires and Tubes	4,724.40	0.00	(4,724.40)	12,670.49	12,500.00	(170.49)	12,500.00	0.00	4,500.00	4,279.71	12,500.00
50404 - Major Purchase	0.00	875.00	875.00	0.00	3,500.00	3,500.00	3,500.00	0.00	1,750.00	0.00	3,500.00
50405 - Office Supplies	365.48	600.00	234.52	6,369.06	7,200.00	830.94	7,200.00	64.35	716.66	6,012.63	8,600.00
50406 - Parts Revenue Vehicles	950.23	2,087.00	1,136.77	29,676.79	25,000.00	(4,676.79)	25,000.00	3,978.91	2,083.37	24,923.48	25,000.00
50407 - Parts for Non Revenue Vehicle	5.98	87.00	81.02	74.45	1,000.00	925.55	1,000.00	52.99	83.37	98.48	1,000.00
50499 - Materials and Supplies	1,779.71	1,886.00	106.29	20,022.94	22,500.00	2,477.06	22,500.00	1,220.44	1,875.22	21,797.20	22,500.00
50500 - Utilities	3,013.63	3,087.00	73.37	43,876.32	45,228.00	1,351.68	45,228.00	2,848.06	3,934.00	45,336.17	50,880.00
50603 - Insurance	0.00	0.00	0.00	55,400.00	51,800.00	(3,600.00)	51,800.00	0.00	0.00	53,149.00	51,800.00
50700 - Taxes and Fees	0.00	200.00	200.00	3,144.72	1,900.00	(1,244.72)	1,900.00	0.00	180.00	4,490.84	1,900.00
50902 - Travel, Meetings & Training	734.97	413.00	(321.97)	9,111.96	5,000.00	(4,111.96)	5,000.00	923.63	833.37	11,153.79	10,000.00
50903 - Association Dues and Subscr	392.87	200.00	(192.87)	9,325.02	6,000.00	(3,325.02)	6,000.00	388.88	200.00	5,043.66	6,000.00
57402 - Ineligible RTAP	0.00	1,500.00	1,500.00	11,912.15	(5,500.00)	6,412.15	(5,500.00)	0.00	500.00	9,600.00	5,500.00
Total Expense	185,553.32	183,377.00	(2,176.32)	2,446,980.57	2,314,929.00	(132,051.57)	2,314,929.00	189,768.12	164,342.76	2,086,239.55	1,895,253.00
Net Profit or Loss	114,121.70	110,004.50	4,117.20	200,748.85	254,100.40	(53,351.55)	254,100.28	73,908.40	98,208.08	203,768.54	362,896.05

Reconciled balances as of September 30, 2023

Honor Bank - Certificate of Deposit	\$250,000.00
Huntington Bank - Certificate of Deposit	\$250,000.00
WestShore Bank - Certificate of Deposit	\$250,000.00
Honor Bank Checking	\$11,148.60
Honor Bank - Money Mkt.	\$55,622.20
MichiganClass-liquid asset security	\$678,274.12
Total	\$1,495,044.92

