

BENZIE COUNTY BOARD OF COMMISSIONERS

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

www.benzieco.net

MEETING AGENDA

March 10, 2020

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

PLEASE TURN OFF ALL CELL PHONES OR SWITCH THEM TO VIBRATE

- 9:00 a.m. CALL TO ORDER
 ROLL CALL
 INVOCATION AND PLEDGE OF ALLEGIANCE
 APPROVAL OF AGENDA
 APPROVAL OF MINUTES – 2/25/2020 (open & closed)
 PUBLIC INPUT
 ELECTED OFFICIALS & DEPT HEAD COMMENTS
 ACTION ITEMS – DNR Parks & Rec Passport Grant
 COMMISSIONER REPORTS –
 COUNTY ADMINISTRATOR’S REPORT –
 FINANCE – Approval of Bills
 COMMITTEE OF THE WHOLE – 2/25/2020 Consent
 COMMITTEE APPOINTMENTS – SWAC
 UNFINISHED BUSINESS
 NEW BUSINESS –
- 10:00 Doug Durand, Commission on Aging Millage Request
10:15 Ed Hoogterp, Point Betsie Contract
10:30 John Smendzuik, Remonumentation Revised Plan
10:45 Closed Session – MCL15.261(8)(d) of OMA to consider the possible acquisition of
 real property.
 PRESENTATION OF CORRESPONDENCE
 PUBLIC COMMENT
 ADJOURNMENT

Times Subject to Change

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

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

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

PUBLIC INPUT

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

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

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

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

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

Commissioner Contacts:

District	I – Bob Roelofs (Almira East of Reynolds Road).....	231-645-1187
District	II - Art Jeannot (Almira Twp West of Reynolds Road, Platte and Lake Townships)	231-920-5028
District	III – Linda Farrell (Crystal Lake, Frankfort)	231-882-6620
District	IV – Rhonda Nye (Benzonia).....	231-510-8804
District	V – Sherry Taylor (Homestead).....	231-882-5452
District	VI - Evan Warsecke (Colfax, Inland)	231-275-3375
District	VII - Gary Sauer (Blaine, Gilmore, Joyfield, Weldon)	231-651-0647

THE BENZIE COUNTY BOARD OF COMMISSIONERS

February 25, 2020

The Benzie County Board of Commissioners met in a regular session on Tuesday, February 25, 2020 in the Frank F. Walterhouse Board Room, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chair Bob Roelofs.

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

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

Agenda:

Motion by Sauer, seconded by Taylor, to approve the agenda as amended, adding Natural Scenic Rivers to Committee Appointments and add discussion regarding Sanctuary County. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Minutes:

Motion by Jeannot, seconded by Farrell, to approve the regular session minutes of February 11, 2020 as presented. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

9:05 a.m. Public Input – None

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS

Sabra Boyle, Benzie Senior Resources, presented a written report on behalf of Doug Durand and stated that they are now into the tax season with tax preparations; they received a 2% grant allocation from the Grand Traverse Band and purchased a 2016 Dodge Journey for Home Delivered Meals; the Volunteer Recognition event is being planned; lunch is now being served 11:30 a.m. – 1:30 p.m.

Sheriff Schendel spoke regarding the Jail Millage which end in December 2020; asks for it to be placed on the August 4, 2020 ballot; length of the millage request is still under consideration; still have opening in the Jail.

Kyle Maurer, Animal Control Officer, provided the board with his annual report for 2019. Total shelter intakes for dogs were 221 and cats were 118. This report can be viewed in the board packet.

Rebecca Hubers, Emergency Management, provided a written December 2019 and January 2020 activity report.

Jesse Zylstra, Recycling Coordinator, presented a written activity report.

ACTION ITEMS

Centra Wellness Resolution: Motion by Jeannot, seconded by Nye, to adopt resolution 2020-005 Preserve the Public Mental Health System as presented, authorizing the chair to sign. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

COMMISSIONER REPORTS

COMMISSIONERS

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February 25, 2020

Comm Jeannot provided a written report (attached) and also spoke regarding the Chamber reorganization and they will be posting one position; Building Authority discussions regarding the generator at the Maples; Friends of Point Betsie – set their 2020 Goals.

Comm Farrell provided a written report (attached) and spoke about the Crystal Lake Township meeting; the HR Committee organizational meeting; Centra Wellness; City of Frankfort and DHHS.

Comm Nye provided a written report (attached) and spoke regarding HR Committee; Centra Wellness; Benzonia Township; EDS and DHHS Behavior Health.

9:45 a.m. Kay Bond and Jack Harnish, Advocates for Benzie County

Ms. Bond stated that they have several new board members; they are refocusing on the role of the Advocates: To Do Advocacy, To Be Supportive and To Advocate for Causes. The next step is to find a partner or a new home for the START program. Dolly Parton's Imagination Library is strong at 270+ children are receiving the books; working on Community Building, Affordable Housing.

Chuck Clarke & Ed Hoogterp, Point Betsie Lighthouse

Mr. Clarke reported that six bids were sent out for the Shoreline Protection System Historic Structures with one response; that bid was \$45,550 with a 90-day timeline for them; Mr. Clarke will get a contract to Mitch for Mr. Figura to review and be placed on the agenda for March 10.

Motion by Jeannot, seconded by Sauer, that the Board of Commissioners acknowledge Baird Innovation Engineered was the sole bid and approve for the Historic Structures Report for Shoreline Protection System, in the amount of \$45,550.00 with the Friends of Point Betsie covering the cost. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

10:04 a.m. Break

10:18 a.m. Reconvene

Jennifer Berkey and Mark Breederland, MSU Extension—Report on Grand Lakes Water Levels

Ms. Berkey indicated that they will be hiring a couple of positions; she is working with Mitch and Maridee on a Leadership Training.

Mr. Breederland presented information in a Power Point format which can be viewed in the board packet. He stated that we are on track to break the 101-year-old history in 2020 with high water levels on the Great Lakes.

10:43 a.m. Motion by Roelofs, seconded by Warsecke, to enter closed session pursuant to MCL15.268(c) for strategy regarding negotiation of a collective bargaining agreement with the POAM EMS bargaining unit at the request of the employer. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

11:04 a.m. Re-enter Open Session

Motion by Roelofs, seconded by Nye, to ratify the total tentative agreement reached with POAM Emergency Medical Technicians & Paramedics on February 3, 2020 effective today thru September 30, 2021, authorizing the board chair to sign upon review and approval of labor counsel. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

COMMISSIONERS

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February 25, 2020

COUNTY COMMISSIONERS – continued

Comm Taylor reported on the HR Committee; Health Insurance Committee – they have heard from Priority and next will be McLaren Health; Land Bank was cancelled; Benzie Senior Resources – Jessica Carland with the Benzie Bus gave a talk regarding the BTA millage; June 6, 2020 will be a Benzie Senior Resources Golf Outing.

Comm Warsecke reported that the Benzie Transportation Authority is out encouraging the millage; they had their audit and received an Unqualified Opinion (which is the highest). Benzie Transportation Authority has two openings on their board.

Comm Sauer reported that at the Road Commission meeting, they have extended their bid to Elmer's this year; Brownell Road needs work; discussed fees. Village of Elberta has a new clerk, Roberta Benedict. Presented at the Eagle Scout Ceremony which was a very nice event. The Maples – audit is completed, and they have increased their income with cash on hand for 118 days; they still have issues with the kitchens that need to be addressed; they have purchased another van; still are a 5 Star rating.

Chair Roelofs thanks Gary Sauer for representing the Board of Commissioners at the Eagle Scout Ceremony. The DAV has provided a van for veteran's use as needed. EMS – the new ambulance has been ordered. It is good to put the EMS negotiations to rest. Village of Lake Ann is discussing streets and guardrails.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

Provided a written report. Will attend a meeting on February 26 regarding the refinancing of the Maples bond debt. He is working to set up POAM union with three reopeners. Has been working on the RFQ for legal services. Requests one or two commissioners to sit on this committee with he and Dawn Olney, County Clerk. Comm Jeannot volunteers.

MAC Conference is scheduled for April 15-17. Comm Roelofs, Comm Farrell, Comm Nye and Mitch Deisch will attend – Clerk Olney will make the appropriate reservations.

Opioid Symposium is scheduled for April 2. Comm Farrell, Comm Nye, Comm Sauer and Mitch Deisch will attend. County Administrator's office will make appropriate reservations.

FINANCE

Bills: Motion by Warsecke, seconded by Taylor, to approve payment of the bills in the amount of \$368,239.36, as presented. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

COMMITTEE OF THE WHOLE

Motion by Sauer, seconded by Farrell, to approve item 1 of the February 11, 2020 Committee of the Whole Consent Calendar as presented. Roll call. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

COMMITTEE APPOINTMENTS

Natural Scenic Rivers: Comm Sauer with Comm Farrell as the Alternate. Clerk Olney will notify Brian Bury of the DNR.

COMMISSIONERS

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February 25, 2020

UNFINISHED BUSINESS -- None

NEW BUSINESS

Discussion held regarding Sanctuary Counties: Comm Sauer would like to get information to the Board members so that you can make a decision. He would like to talk with the Prosecuting Attorney and Sheriff as well for their input.

This will be discussed further this afternoon at the Committee of the Whole meeting.

PRESENTATION OF CORRESPONDENCE

- Kalkaska County resolution regarding Second Amendment Sanctuary County received.
- Alcona County resolution regarding 2nd Amendment Resolution received.
- Oceana County resolution Declaring Oceana County to be a County that supports the Second Amendment received.
- Berrien County resolution Reaffirming to Support the Bill of Rights of the Constitution of the United States, including Second Amendment received.
- Cheboygan County resolution regarding Stepping Up Initiative received.
- Benzie Transportation Authority January 2020 financial statements received.
- Marquette County resolution Requesting the Great Lakes Shoreline be Declared a Disaster Area and to Seek Assistance received.
- Parks & Recreation minutes of December 16, 2019 received.
- Wexford County resolution to Declare Wexford County to be a Second Amendment Sanctuary County received.
- Letter received from Mary Haan regarding Sanctuary County.

12:13 p.m. Public Input – None

Motion by Jeannot, seconded by Farrell, to adjourn at 12:14 p.m. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Bob Roelofs, Chair

Dawn Olney, Benzie County Clerk

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1. Approved the agenda as amended.
2. Approved the regular session minutes of February 11, 2020 as presented.
3. Adopted resolution 2020-005 Preserve the Public Mental Health System as presented.
4. Acknowledged Baird Innovation Engineered was the sole bid and approve for the Historic Structures Report for Shoreline Protection System, in the amount of \$45,550.00 with the Friends of Point Betsie covering the cost.
5. Entered closed session pursuant to MCL15.268(c) for strategy regarding negotiation of a collective bargaining agreement.

COMMISSIONERS

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February 25, 2020

6. Ratified the total tentative agreement reached with POAM Emergency Medical Technicians & Paramedics on February 3, 2020 effective today thru September 30, 2021, authorizing the board chair to sign upon review and approval of labor counsel.
7. Approved payment of the bills in the amount of \$368,239.36, as presented.
8. Approved item 1 of the February 11, 2020 Committee of the Whole Consent Calendar as presented.
9. Appointed Comm Sauer with Comm Farrell as alternate to Natural Scenic Rivers.

DRAFT

COMMITTEE OF THE WHOLE

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February 11, 2020

Motion by Sauer, seconded by Farrell, to approve the Committee of the Whole Consent Calendar as follows.

1. Approve the Green Lake Township Advanced Life Support Ambulance Intercept Agreement as presented

Art Jeannot
Commissioner Report
February 25, 2020

- Attended 7 meetings on behalf of the county since February 11th.
- **2/13** Platte Township – Discussions included Ironman Competition 2020, County's financial reporting tools (budget to actual and budget at a glance), potential Headlee action in 2021 and Maples update.
- **2/19** Benzie County Chamber – Discussion on a partnership with EDC on business retention visits, CVB official transfer date to TCVB is March 1st with operations moving no later than June 30th. Two positions will be eliminated. The front desk position will be re-classified as an operation manager and interviews will begin soon. Discussion about Chamber still acting as a point of contact for visitors. The Board supported the Benzie Bus mileage renewal.
- **2/19** Building Authority – Continuing to pursue generator upgrade. Discussion on work orders requested by Maples staff without BA approval or knowledge. It was shared with me that the current building bond language offers an opportunity to either refinance bond or payoff. The window is open for the next 4 to 6 months. Meeting time has been changed to start at 10am on the 3rd Wednesday to accommodate all attendees' schedules.
- **2/20** Northern MI Community Action Agency – In my capacity on the NMCAA housing committee we discussed the housing project with Homestretch in Honor. It appears much work needs to be done to secure funding for this project. On April 30th there will be a summit in Lansing to discuss human services needs in Michigan.
- **2/21** Capital Budget Workshop – Great input from the staff and attendees. Commissioners Sauer and Farrell were also in attendance. This will be discussed in detail at the COTW today.
- **2/21** Economic Development Committee – A presentation was made to update the group on progress for extension of broad band in the county. I suggest we include on a future BOC agenda an update by the sub-committee. Commissioner Nye was also in attendance and I will invite her to provide additional details of that meeting.
- **2/24** Friends of Pointe Betsie – Goals for 2020 are: repair water damage to apron, hire an executive director, road end project and recruit new board members. Road end project could be completed either in Fall 2020 or Spring 2021. Current estimated cost is \$542k.
- **Other –**
 - February 12th. I attended an open house for the alternative home schooling at Eden Bible Church. Currently they have about 24 students. The idea is to augment home schooling by holding classes 3 days and home schooling for 2 days during the week.
 - February 24th. I attended a session lead by Representative O'Malley to discuss the business needs of Benzie County. Commissioner Nye was also in attendance. Approximately 12 businesses were represented with a good diversity among the attendees. Issues focused on were staffing, housing, child care and rail transportation.

Commissioner's Report to the BOC
Linda Farrell, District #3
Frankfort and Crystal Lake Township
February 25, 2020

Meetings I have attended since our last February 11, 2020 meeting

2/11 – Crystal Lake Township Board Meeting – They have set the salaries for the coming fiscal year. They passed 2 Road improvement proposals an overlay on Elm to Bridge if Frankfort will pay 50%; Their part is from the Road Commission match. The other is for a culvert replacement. 50% (<\$5000) by CLT, 50% by Road Commission match. They passed a proposal to replace the dying water pump at the township hall. They are considering drilling a new well in the future.

2/12 Human Resources Committee – We had our organizational meeting. **Commissioner Ney, Commissioner Taylor, Deputy Administrator Cutler, Administrator Deitsch and Tammy Bowers attended.** We identified some specific policies for review. Maridee sent us a working **copy of the policy manual** so we can each make suggestions.

2/13 – Centra Wellness Network – The focus remains on the MDHHS proposed changes to the CMH system. There are ongoing talks about a rural exemption for the northern lower peninsula and the UP. I will attend the CWN Board retreat this Friday, February 28.

2/18 – City of Frankfort – They will revive the Community Center Committee which has lagged of late. They are moving forward with plans to alleviate groundwater problem at Mineral Springs park with Sheet wall, a berm, raise some of the grade, plant a rain garden, and add stone and mulch. They are planning a joint meeting members of the City Council and Planning Commission to work out details of the Short-term Rental Ordinance. Their Housing Commission is moving forward and they are asking for people to serve on the commission. The regular meeting time was changed from 5:30pm to 5:00pm on the 3rd Tuesdays.

2/21 – Finance/Capital Improvement Plan sub-committee. Further discussions today.

2/21 – MDHHS Presentation on the Future of Behavior Health with Commissioner Ney in Grayling. It was a lively discussion with many folks voicing their support for the current system and concerns for losing their services. Director Gordon emphasized that the Department is listening and that changes are being made based on feedback being given. I support, the passage today of the Resolution to Preserve the Public Health System.

Rhonda Nye
District IV – Benzonia Township
Commissioner Report
February 25, 2020

February 12 Human Resource Committee

Organizational meeting, selected portions of employee manual to review/update for next meeting: Sections 1 – 6.

February 13 Centra Wellness Board Meeting.

Focus on MDHHS new behavioral model.

February 14 Benzonia Township

Lake & Leaf presentation; new marijuana grow, processing and dispensary in Benzonia that intends to create 200 jobs.

February 19 Centra Wellness Planning & Finance Committee

Financial Statements reviewed and recommended for full Board approval.

February 20 Joint Court – Cancelled

February 21 EDC Meeting

Paula Figura presented a broadband mapping update.

Business Retention & Expansion Visit Workshop – 2020 Fundamentals Course; EDC voted to cost share courses with the Chamber of Commerce. Course dates: March 17, 19, 24, 26 at noon.

Location: Chamber of Commerce.

February 21 MDHHS Behavioral Health Forum

Director Gordon presented proposed change as an

'opportunity to simplify'. Strong opposition by attendees. Several requests for data supporting the proposed change.

February 24 Parks and Recreation

Closed session and approval of recommendation of legal counsel.

Point Betsie road end parking project and shoreline protection system project discussed.

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

Destroy Date: _____

February 25, 2020
Closed Session -- EMS Union Negs
Matt Nordfjord via telephone

Elected Officials And Department Heads

9-1-1
Police
Fire / EMS

Benzie County Central Dispatch

505 S. Michigan Ave Beulah MI 49617
Non-emergency 231-882-4487 / Fax 231-882-5894



To: Board of Commissioners
From: Rebecca Hubers – Director/EMC

Re: Recap of February 2020

Lori Lautenbach and ECS Michael Draeger have taken on the task of updating the current training manual to streamline our training process to make it more efficient and meet the needs specific to Benzie County. Their updates have been put into place prior to the start of Mr. Suida on March 3, 2020. ECS Ketz and Roush completed their Communications Training Officer program.

ECS Draeger, Pfost, and Stevens completed an Emergency Medical Dispatch training program. EMD is a best practice program for all dispatch centers and offers good medical training. Benzie County needs an update of EMD software and a minimum of two dispatchers on duty all shifts to meet the minimum protocol standards for proper use of EMD. Therefore, implementing the training into everyday protocol has been placed on hold to first meet those standards and remove liability concerns.

I presented a conditional offer of employment to Sydney Beechraft for the recent funded roster position. She accepted the offer and has been gracious with her patience in the hiring process since her interview in February 2019. The conditional offer is contingent on refreshing her background check and drug screening. Her offered date of hire is April 27, 2020.

Dispatch CAD computers, due for replacement, are scheduled for March 12, 2020. The replacement will bring the computers up to date with security compliance for LEIN services.

All Mobile Cad computers have been delivered and IT support has been scheduled for March 9, 2020. IT support will take several days and coordination with installers and CAD network providers before the new laptops will be sent out to Police/Fire/EMS field units.

Dispatch Supervisor/ Deputy Director Lori Lautenbach presented a physician's note for minimal dispatch duties, due to her chronic voice disabling condition. We have modified the schedule to accommodate her work restrictions. Overtime will be offered or mandated for proper coverage. I am looking long term into the coverage needs for the dispatch center. Ms. Lautenbach has not formally given her retirement notice but has communicated an October retirement date.

Sincerely – Rebecca Hubers

RECEIVED

MAR 04 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	
9-1-1 Calls	576	514	500	544	471	
Admin Inbound calls	1818	1484	1441	1541	1406	
Transferred 9-1-1 to another PSAP	31	40	23	25	24	
Transfers within building	215	140	155	156	176	
Call for Service Nature types:						
Abandoned 9-1-1	38	35	42	55	52	
Abandoned Vehicle		1	1	8		
Accidental Dial	17	17	15	18	17	
Alarm - Commercial	7	4	8	5	8	
Alarm - Medical	6	6	9	10	2	
Alarm - Residential	16	9	12	14	8	
Ambulance Request	135	113	129	139	150	
Ambulance Transfer	33	26	29	29	35	
Animal Control Complaint	19	17	13	15	9	
Assault	7	2	5	5	2	
Assist Other Dept / County	21	11	13	5	13	
Be on the Lookout		1	2	2		
Boater in Distress						
Boating Complaint	1					
Breaking and Entering	4	1	3	2		
Breaking and Entering - In progress	1	1				
Breaking and Entering - Vehicle						
Bullying				1		
Bus Lights Disregarded	1				1	
Car vs Bear - Property Damage Accident						
Car vs Deer - Property Damage Accident	31	40	36	25	25	
Careless Use	2		1	1	1	
Child Neglect				1	1	
Child Abuse		2		1		
Citizen Assist	9	4	8	3	2	
Civil - Assist	1	2	4	3	4	
Civil - Dispute	2	1		2		
Civil - Standby			2	2	2	
Computer Crime	1	1			1	
Counterfeit Money / ID	1			1		
Criminal Sexual Conduct (CSC)		1			2	
Custody Dispute	2	1	3	2		
Deer Permit Issued	4	5		3	1	
Disorderly Subject		1	1		1	
Domestic Violence	6	4	5	4	2	
Drug Activity	3		3			
Embezzlement	1					
EMS Centralize						
Family Trouble	5	1	2	5	8	
Fight in Progress	1	1			1	
Fire - Alarm	3	5	3	4	2	
Fire - Brush			1	1		
Fire - Chimney			1		2	

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	
Fire - Grass						
Fire - Other	4	6		6	3	
Fire - Structure	3	1	1	1	2	
Fire - Vehicle	1	1			2	
Fireworks Complaint						
Found Property	1	3	1	1		
Fraud	14	1	6	7	9	
Gas Drive Off	2	4	3	3	3	
Gas Leak (Natural Gas)	2	1	2			
Harassment	5	3		4	5	
Harassing Telephone Calls / Text		1		2	2	
Hazardous Material Spill / Leak						
Identity Theft	1			2	1	
Illegal Burn	3				2	
Illegal Dumping		1				
Illegal Fireworks						
Incorrigible Youth				1		
Injured Animal	7	3	5	2	7	
Intoxicated Driver - Suspected	2	2	4	2	2	
Intoxicated Subject	1	1	1	1	4	
Landlord / Tenant Dispute	3	1	2	2	1	
Larceny	5	4	10	4	6	
Leaving the scene of accident	2	1		1		
Livestock in the roadway	2		1			
Lost Property / Animal	2	2		1	1	
Loud Party						
Marijuana Possession						
Malicious Destruction of Property	6	3	5	9	1	
Minor in possession of tobacco		3			1	
Minor in possession of alcohol	1					
Misdialed 9-1-1	15	14	16	7	10	
Missing Person	1	1		2	1	
Motorist Assist	7	2	8	7	5	
Neighbor Dispute	3		1		1	
Noise Complaint	1	2		2	1	
Off Road Vehicle Complaint						
Open Door	2	1	2	2	1	
Open Intoxicant in a Motor Vehicle						
Other / Misc	25	22	12	17	17	
Parking Complaint	2	1		3	2	
Patient Transfer - EMS						
Peeping Tom						
Person in the Water						
Personal Injury Accident	1	5	5	4	6	
Personal Protection Order - Entry	1	2		2	2	
Personal Protection Order - Violation		1				
Possession of Illegal Substance						
Power Line - Down, Fire, Arcing	20	3	4		1	

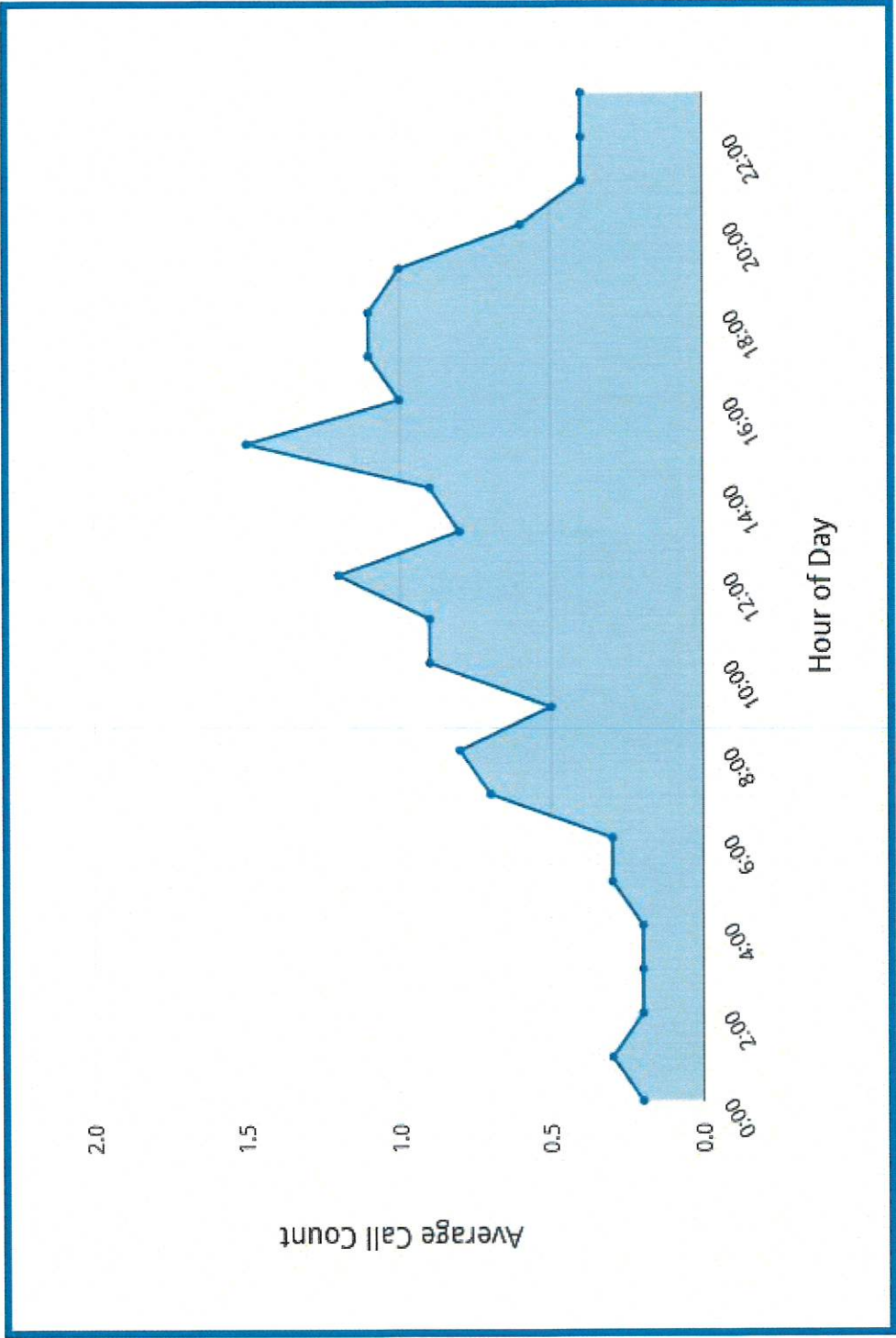
	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	
Private Property Accident	3	6	4	4	4	
Probation Violation				1		
Property Check	1	2	2	1	3	
Property Damage Accident	14	29	18	23	17	
Property Dispute			1		2	
Prowler			1			
Reckless Driver	22	14	23	13	16	
Road Hazard	10	21	6	13	15	
Robbery - Armed						
Robbery - Unarmed						
Roll Over - Personal Injury Accident	1	5	1		2	
Roll Over - Property Damage Accident	1	6	3	4	2	
Runaway	2	1	2			
Sex Offender Violations						
Shoplifting		1	2	1	3	
shots fired complaint			1	1	1	
Snowmobile Complaint		1			3	
Stalking					1	
Suicidal Subject	1	1	2	4	2	
Suspicious Mail / Package				1		
Suspicious Person	3	6	5	2	3	
Suspicious Telephone Call / Text					1	
Suspicious Situation	13	13	15	13	17	
Suspicious Vehicle	8	9	8	5	3	
Test Call	3	4	2	3	8	
Threats	5	4	2	1	10	
Traffic Stop	178	124	145	203	202	
Tree Down in Road	31	8	8	5	3	
Trespassing	4	5	1	1	1	
Truancy	1		1	1		
Unauthorized Driving Away Automobile	1			1	1	
Uninitiated 9-1-1 call					1	
Unknown Accident	1	4	2	1	3	
Unwanted Person	5	5	7	2	3	
Unwanted Telephone Calls / Texts						
Vandalism		1				
Vehicle in Ditch	3	16	4	18	13	
Verbal Dispute	6	1		1	2	
VIN Inspection	2			2	3	
Warrant Attempt		1			1	
Warrant Arrest						
Warrant Entry	17	19	32	10	12	
Warrant TIP	2					
Water Rescue	1					
Welfare Check	22	14	18	10	26	
TOTAL	884	730		806	790	

Disclaimer - The calls for service nature type represents what the calltaker has determined best fits the type of call for service the caller requested, reported or described. Not all call for service nature types are listed. These call for service natures do not always represent how they are recorded by a public safety officer. Not all activity by a dispatcher is represented here.						
Smart911						
	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	
Total number of profiles as of =	768	772	781	781	784	
9-1-1 calls to Dispatch with profile	11	2	2	4	4	
Chat by text	12	8	19	21	14	
Chat with response	7	1	7	11	6	

BENZIE COUNTY (CENTRAL DISPATCH), MI

9-1-1 Inbound Calls – Calls by Hour of Day

2/1/2020 to 2/29/2020



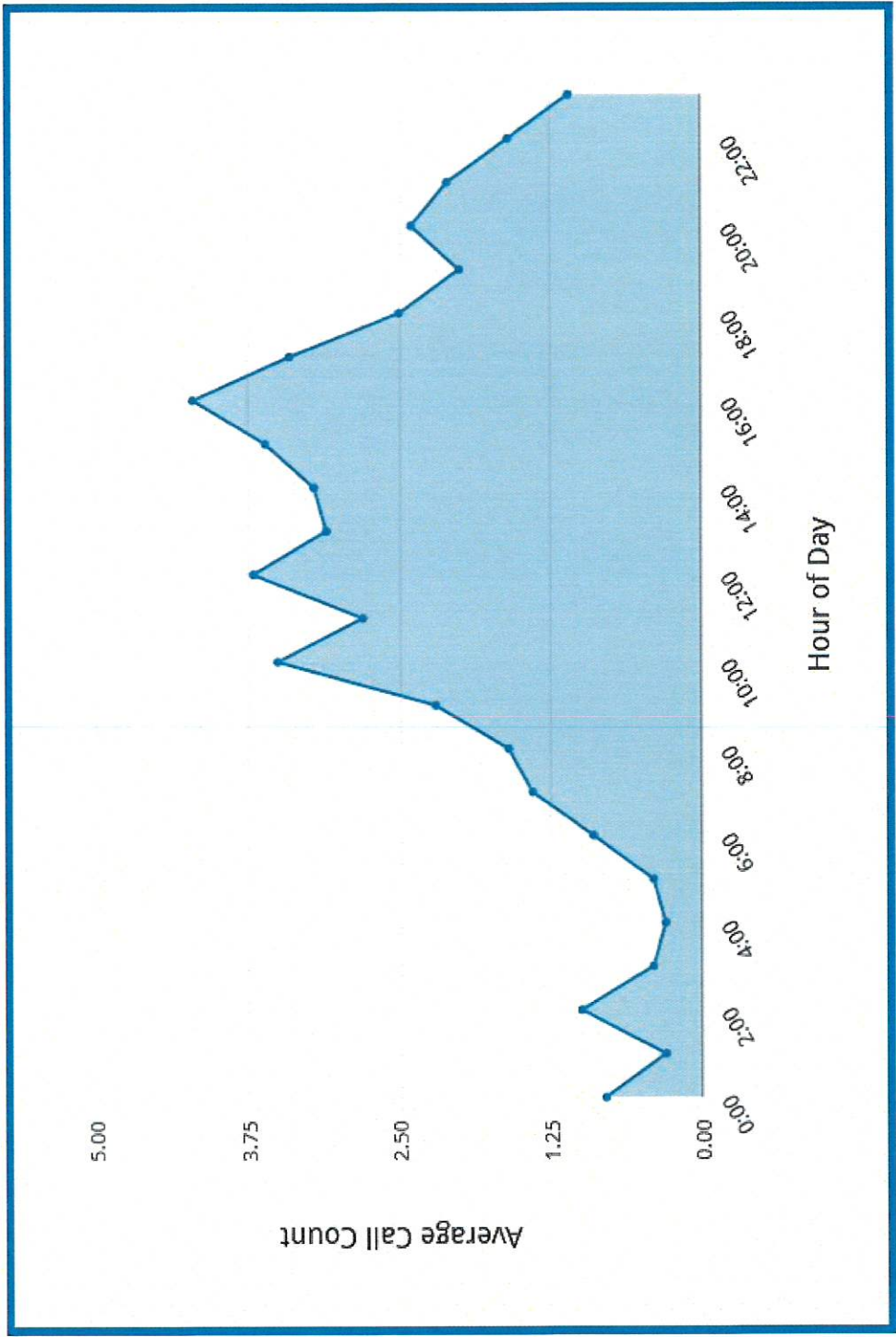
SUMMARY

Hour	Average Call Count	Highest Call Count	Total Call Count	Percentage	Tandem Transfers	NG911 Transfers	Blind Transfers	Attended Transfers	Conference Transfers	Total Transfers
—	0.7	7	471	100.0%	22	0	2	0	0	24

BENZIE COUNTY (CENTRAL DISPATCH), MI

Admin Inbound Calls – Calls by Hour of Day

2/1/2020 to 2/29/2020



SUMMARY

Hour	Average Call Count	Highest Call Count	Total Call Count	Percentage	Tandem Transfers	NG911 Transfers	Blind Transfers	Attended Transfers	Conference Transfers	Total Transfers
—	2.0	14	1406	100.0%	0	0	144	32	0	176

ACTION ITEMS



GRANTS MANAGEMENT

MEMORANDUM OF UNDERSTANDING

FOR RECREATION PASSPORT GRANT PROGRAM PROJECTS

A Memorandum of Understanding (MOU) made between GRANTS MANAGEMENT and the Parks and Recreation Division - DNR for perpetual grant encumbrance and site control relating to:

Local development grant with Benzie County for RP19-0058, Betsie Valley Trail Reconstruction.

The grant award for this project, which shall not in any event exceed **One Hundred Fifty Thousand (\$150,000.00) dollars**, will be provided to Benzie County through the Recreation Passport (RP) Grant Program, as authorized under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994. The "project facilities" to be constructed, as approved by the RP, are defined as:

1. Trail 8' wide or more
2. Benches
3. Signage
4. Trash Bins
5. Recycle Bins

I. Factual Background

- A. The Parks and Recreation Division – DNR (PRD) has fee simple ownership of property that Benzie County (County) is seeking to improve with RP funding. The County will have the responsibility and authority to manage the project site through an existing agreement.
- B. The County has applied for and been awarded a grant, RP18-0058, which it will use in a collaborative effort to make recreational improvements to the subject property.
- C. The County will enter into a project agreement with the MDNR through Grants Management. The project agreement will define the subject area as the "project area" with a legal description and map attached.
- D. The County has an obligation under the project agreement to construct the facilities noted above within a project period. The project period shall be from January 8, 2020 through March 31, 2022.

E. The RP program requires that land acquired or improved with RP funds must be encumbered and dedicated to public recreational use for 20 years.

II. Memorandum of Understanding

Benzie County and PRD agree:

- A. To allow the County, its agents or designees, including but not limited to authorized contractors, to enter onto the subject property and construct the improvements desired by the above-reference parties to satisfy the RP program requirements. This includes issuing permits to those entities authorized to construct the improvements on the project area.
- B. To allow the County to complete the project facilities within the above-mentioned project period. Such improvements must be made in the project area more particularly described on the attachments (legal description and map).
- C. To maintain and keep the project area open for public outdoor recreation use for 20 years and in accordance with the RP program requirements.
- E. To allow the County to provide recognition of the RP through on-site signage through out the defined project area.

It is expressly understood by and between the parties hereto that the project agreement bearing the number **RP19-0058** and associated documents bearing this number are by this reference made part of this MOU. This MOU may be modified only in writing and executed in the same manner as the MOU is executed.

GRANTS MANAGEMENT

By: _____

Dan Lord, Manager

Date: _____

PARKS AND RECREATION DIVISION - DNR

By: _____

Title: _____

Date: _____

BENZIE COUNTY

By: _____

Title: _____

Date: _____

Commissioner Reports

THE BENZIE COUNTY HUMAN RESOURCE COMMITTEE
February 12, 2020

The Benzie County Human Resource Committee met on Wednesday, February 12, 2020 at 10:00 a.m., in Room 206, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Maridee Cutler.

Present were: Commissioners Farrell, Commissioner Nye, Commissioner Taylor, Maridee Cutler and Mitch Deisch

Pledge of Allegiance was recited.

Agenda:

Motion by Nye, seconded by Farrell, to approve the agenda as presented. Ayes: Farrell, Nye, Taylor, Cutler and Deisch Nays: None Motion Carried

Minutes:

No minutes to approved as this is the first meeting of the HR committee

10:12 a.m. Public Input – None

Commissioner Nye was elected Chair of the HR Committee

Discussion regarding the development of the HR Committee. This will be a standing committee that will met monthly. Need to review and revised the Staff Policy. Need a marihuana policy, better explanation of fulltime, part time, temporary and permanent employees' description, record retention on personnel files, and probation and trial periods. After Staff Policy has been reviewed and brought up to date, the committee will review the union contracts to see what the differences are. Looking at putting all these policies and union contracts on the website under HR. Develop new hire packets, orientation plan and a checklist of any equipment or items issued to the employee. Need a policy on key cards issued. Maridee will do a matrix of the differences between the staff policy and union contracts. Need to have annual review with employees, stay interviews, and a program to recognize employees. Need to look at sections 2.3, 5.1, 5.2, 5.3, 5.4, 5.12, 5.13, 7.1, 7.2, 7.3, 7.4, 8.3, 12.1, 12.8, all of section 15.

Goal statement: HR policies provide framework within which consistent decisions are made and promote equality in the way people are treated.

Meetings will be held on the 2nd Wednesday of the month. Next meeting is Wednesday March 11, 2020 at 10:00 a.m. Sections 2, 3, 4 and 5 of the Staff Policy will be discussed.

11:31 a.m. Public Input

Tammy Bowers, Chief Deputy Clerk – need to have a training on how to give an effective annual review on employees. Need to have a written policy on employee recognition. This will show the employee what is being looked at to be recognized.

11:33 a.m. Public Input - closed.

Motion by Farrell, seconded by Taylor, to adjourn at 11:33 a.m.

Rhonda Nye, Chair

Tammy Bowers, Chief Deputy Clerk

County Administrator Report



448 Court Place • Beulah, MI 49617

Memo To: Board of Commission
From: Mitchell D. Deisch, Administrator *MD Deisch*
Date: March 4, 2020
Subject: Administrator's Update 3/10/2020 BOC Meeting

1. **Space Meeting Notes** – on Tuesday March 3, 2020 Commissioner Roelofs, Commissioner Sauer, Finance Manager Susan Boyd and myself met to discuss the next steps on space needs for the Benzie County Government Center. Attached are draft notes from this meeting. As the ad hoc group moves forward, I will keep the full BOC aware of what next steps are being planned.
2. **Attorney RFP** – Attached is the draft general legal counsel RFP that was prepared by the Administrator's office and has been reviewed by both Commissioner Jeannot and County Clerk Dawn Olney. Once the document is finalized, we will be preparing an RFP ad to be included in the BCRP and the RFP will be directly sent to numerous law firms that the group believes may have the skills and interest in submitting an RFP. More to follow.
3. **Benzie/Leelanau Health Dept / COVID-19 Virus Update** – Ms. Michelle Klein, Personal Health Director for the B/L Health Dept will be present during the Department Head time on the agenda to give the BOC an update on COVID-19 Virus.
4. **Headlee Override Ingham County Visit** – Benzie County Representatives will be visiting Ingham County Friday March 5, 2020 to discuss their successful Headlee Override vote in 2017. More to follow.
5. **Lake to Leaf Dispensary and Midori Businesses Presentation** – The Economic Development Committee will be receiving a presentation from Lake to Leaf Dispensary and Midori Businesses at their Friday March 20, 2020 meeting. Midori Businesses will be discussing their 3 businesses (grow facility, processing and distribution) and the potential impact upon Benzie County. In addition, Finance Manager Susan Boyd is working to calculate potential financial impacts that recreational marijuana industry will have on Benzie County. More to follow.
6. **2nd Amendment Documents** – As discussed during the 2/25/2020 BOC meeting and COTW meeting, I have gathered documents related to the 2n Amendment and resolutions some neighboring counties have been looking at. This topic will be added to the 3/10/2020 COTW agenda.

RECEIVED

MAR 04 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Space Needs Study Notes

March 3, 2020

10:00 am Room 206

Present: Bob Roelofs, Gary Sauer, Susan Boyd and Mitch Deisch

Agenda:

1. Room 138
2. Circuit Court Probation Offices
3. Clerks Area Security
4. MSUE
5. Michigan Works
6. Treasurer and ROD Security
7. Main Entrance Carpet

Room 138 – Discussed what was the next step with cleaning room 138 on the first level of the Government Center. Several cleaning / purging sessions have been held to eliminate materials that do not have to be maintained as a permanent record. Look at boxing up remaining files (Planning Commission, Planning & Zoning Dept., Site plans) and store them off site as permanent records. Building permits are being scanned in Administrator's Office. Will contact AGS (Building Dept.) and Equalization Dept. to have them review files once more before they are boxed and stored elsewhere. AGS will need to determine what old code books are maintained and which ones are recycled. Next steps:

1. E-mail AGS (Building Dept.) and Equalization Dept. providing them one last time to review files.
2. Order storage boxes.
3. Set up date to start boxing files.
4. Identify storage locations options.
5. Continue to scan building permits.
6. AGS go through code books.

Circuit Court Probation – Discussed the need to bring back AAI architects to finalize plans for remodeling Circuit Court Probation offices, within their existing floor space. This will include removing the wall that is currently used for storage by building maintenance dept, reclaiming this space for the Probation Office. The cost for including a lavatory in the probation office was discussed and based upon the cost of the lavatory, will be decided if it is maintained or removed. Looking for firm architect drawings of the renovation and firm cost estimates. Next Steps:

1. Inform Building Maintenance that they need to make alternate arrangements for supplies.
2. Bring back AAI architects to finalize drawings and obtain firm cost estimates.
3. Determine if lavatory stays or goes with plans.

4. Keep probation is current location, within the existing square footage, once you add maintenance storage square footage.

MSU Extension – For the time being, maintain MSU Extension is their current location. Work with them to purge and relocate their materials in the storage room behind current Michigan Works Office. Next steps:

1. County Administrator Office work to empty out files located in storage closet in MSUE offices.
2. MSUE purge and relocate materials located in storage closet located behind Michigan Works.

Michigan Works – Work with Michigan Works for the County to reclaim their office location. Provide them time to relocate to a new location within Benzie County (BACN or Chamber of Commerce Offices). Benzie will lose the \$400.00 annually from Michigan Works rent. Next steps.

1. Inform Michigan Works that Benzie County will be reclaiming their space, providing them time to find a new location.

County Clerks Office / Security Issues – Bring back AAI architects to look for other options and come up with cost estimates.

County Treasurer and Register of Deeds / Security Issues – Bring back AAI architects to look at other options and come up with cost estimates.

Main Entrance Carpet – Wait to replace the main entrance carpet until architects come up with other options for Clerk, Treasurer and Register of Deeds Office as it relates to security. Once this has been determined, replace carpet in this location.

Respectfully Submitted,

Mitchell D. Deisch, Administrator
Benzie County

Request for Qualifications & Proposals

General Legal Services

Benzie County, Michigan

Overview

Benzie County is requesting proposals from law firms to provide general legal services as the County general legal counsel. The County legal counsel is appointed by the Board of Commission. The County legal counsel also serves as an advisor to other elected officials and department heads within the County in relation their respective duties.

The County has been utilizing the same law firm to provide general legal services for the past 12 years. The County currently utilizes the services of a different law firm to provide human resource and labor counsel.

The Board of Commission will enter into a contract with a law firm. The County Attorney or their representative shall be available for attending various county meetings as requested. The specific attorney attending the Board of Commission meeting shall be approved by the County Chairperson or County Administrator.

The County will not be responsible for any costs incurred by any firm to respond to this request. Firms who wish to submit proposals must provide the information outlined in the enclosed Legal Services Qualifications and Pricing Appendixes (A&B) by April 17, 2020. Five (5) copies of the response that includes Appendix A, not Appendix B, must be provide in a sealed envelope clearly marked "Legal Services Request for Qualifications" by 1:30 pm on April 17, 2020 at which time the submittals will be publicly opened. Five (5) copies of the same response that includes Appendix B must also be provided in a separate sealed envelope clearly marked "Legal Services Request for Pricing" by 1:30 pm April 17, 2020. An electronic copy of the RFQ and appendix A, B and C will be sent to County Administrator Mitch Deisch at mdeisch@benzieco.net on the same due date. Late proposals will not be accepted. Proposals should be submitted to:

Benzie County
County Clerk's Office
448 Court Place
Beulah, MI 49617

The tentative timeline is:

<u>Task</u>	<u>Target Date</u>
RFQ's Posted	March 13, 2020
RFQ's Due	April 17, 2020
Interviews	week of April 20, 2020
Negotiations/clarification on contract terms	week of April 27, 2020
Recommendations to Board of Commission	May 12, 2020

Contract begins

June 1, 2020

The County may conduct inquiries and request additional information from firms as the County deems necessary to assist in the evaluation of any proposal. The County Administrator and review subcommittee will make a recommendation to the full Board of Commission for a contract with the selected firm. The County expects an initial contract term beginning June 1, 2020 through September 30, 2023.

The County reserves the right to select the firm with legal services that best meets the needs for the County in the sole judgment of the County and selection will be based on experience, qualifications and /or economic benefit to the County. This selection will most likely not be based solely on cost.

All questions regarding the RFQ/RFP must be in writing and should be directed to:

Mitchell D. Deisch, County Administrator
448 Court Place
Beulah, MI 49617
mdeisch@benzieco.net

Answers to questions received will be posted as supplement to the original RFQ/RFP statement for all prospective respondents.

Minimum Qualifications

The primary attorney assigned to work on County general legal matters shall, at a minimum, possess the following:

1. A juris doctorate degree from an American Bar Association accredited college or university.
2. A valid license to practice law in the State of Michigan.
3. A minimum of five (5) years-experience in municipal law, with an emphasis on Michigan County legal issues.
4. Referrals from 3 municipal clients (preferring Michigan Counties) that worked directly with the primary attorney.

Information about the County

The County operates under a County Administrator form of government and has a 2010 Census population of 17,500 residents, however, swells during summer months to 50,000+. Benzie County is the smallest geographical county in Michigan. Benzie County is a full-service County that has multiple shared services with neighboring counties including 19th Circuit Court, Centra Wellness (CMH), Regional Medical Examiner and Regional Public Defender's Office with Manistee County. Benzie and Leelanau Counties jointly share a Health Department. The general fund budget is \$6,609,327 with a total fund budget of \$35,555,985 (this includes Road Commission, Medical Care Facility, etc.).

The County has approximately 100 full-time employees (both union and non-union). Employees covered under collective bargaining agreements are represented by six (6) unions and comprise approximately 75% of the workforce.

DRAFT

Appendix A

Scope of Legal Services

The firm shall provide all administrative and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff, legal research, supplies and equipment. The County anticipates the proposals will identify a primary County Attorney who completes the general counsel matters and maintains the centralized responsibility for coordinating other attorney's and support staff.

The scope of services may include, but not limited to the following:

General Counsel

1. Draft and/or review all ordinances, agreements and contracts.
2. Participate in non-labor negotiations when requested.
3. Draft and/or review all County ordinances or amendments.
4. Assist the County in the sale or purchase of property.
5. Prepare deeds and other contracts for the sale and purchase of property.
6. Prepare formal opinions on the legal ramifications and implications of matters before the County, as requested by the County Administrator or Board Chairperson.
7. Provide legal advice on actions taken or contemplated.
8. Recommend legislation to the Board of Commission when appropriate or requested.
9. Attend Board of Commission meetings when requested.
10. Prepare various legal documents required by the County.
11. Represent the County, when requested in various administrative proceedings before State agencies.
12. Advise appropriate officials on policy affecting the enforcement of all County ordinances or policies. Consult with County Administrator and Board Chairperson on proposed policies and ordinances.
13. Provide monthly detailed invoices to the Finance Manager for work performed under the general legal counsel negotiated rate.
14. Prepare and/or review ballot language as requested by the County.
15. Possible legal representation of the County as either a plaintiff or defendant in or out of a court of law.

Appendix B
Legal Services Request for Qualifications

1. Firm Name
 - a. Area of specialty.
 - b. Years in businesses.
 - c. Number of Michigan Counties that you routinely provide services for.
2. Offices
 - a. Office location where majority of work will be performed.
 - b. Name and address of parent firm (if applicable).
3. Personnel
 - a. Principal contact (name, phone number(s) and e-mail) of the firm. (Answers to questions received from prospective respondents to this RFQ will be emailed to the address provided).
 - b. Proposed personnel for legal services to be provided for each discipline. Please provide the specific name of the individual who will handle each discipline and attach a current resume.
 - c. Other key personnel names who will be used for County businesses.
 - d. Total number of licensed attorneys at the office listed in 2a. above.
 - e. Total number of all staff at the office listed in 2a. above.
4. Does firm have adequate staff to handle another municipal client or will staff need to be hired?
5. Experience – provide a short narrative (no more than 2-3 pages) detailing experience in municipal law, specifically Michigan County law, including area of expertise. Be sure to include any information on items identified as specialty services in appendix A as well.
6. List of specific reasons (no more than 1 page) detailing why your firm should be considered by Benzie County for legal representation.
7. Provide three (3) or more municipal references from prior or current clients, including all contact information. Preference will be given to Michigan County clients.
8. Disclosure of any current clients or interests that may reasonably be foreseen to constitute a conflict of interest when representing the County (such as other local governments, developers, bidders, etc.).

9. Provide evidence of a comprehensive liability and workers compensation insurance policy for all staff assigned to work for the County.
10. Note any exceptions or deviations to the required scope of services outlined in Appendix A.
11. During the past five (5) years has the firm had any Bar Association complaints filed against it? If so, please explain.
12. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years?
13. Has the firm been terminated by any municipal client in the past five (5) years? If so, please explain.
14. Define the standard time frames for responses by the County Attorney to inquiries by the County Administrator, Board Chairperson, Department Head, etc.
15. Describe how your firm would familiarize yourself with the current issues facing Benzie County.

Appendix C
Legal Service Request for Pricing

1. Monthly General Counsel Retainer
2. Hourly rate for Specialty Services Provided
3. Listing all other expenses charged outside of the above fee:

- 1.
- 2.
- 3.
- 4.
- 5.

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

DRAFT

Finance Report

BILLS TO BE APPROVED March 10, 2020

Motion to approve Vouchers in the amount of:

\$	106,634.72	General Fund (101)
\$	15,963.04	Jail Fund (213)
\$	19,619.13	Ambulance Fund & ALS (214)
\$	2,127.43	Funds 105-238
\$	3,084.60	ACO Fund (247)
\$	772.28	Building (249)
\$	2,685.80	Dispatch 911 Fund (261)
\$	114,549.26	Funds 239-292
\$	13,886.79	Funds 293-640
\$	21,705.33	701 Fund
\$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
<u>\$</u>	<u>301,028.38</u>	

RECEIVED

MAR 05 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 101 BOARD OF COMMISSIONERS							
101-101-860.00	TRAVEL	FARRELL, LINDA	MILEAGE JANUARY 2020	MILEAGE	02/27/20	79.35	75716
101-101-860.00	TRAVEL	JEANNOT, ART	MILEAGE FEBRUARY 2020	MILEAGE	03/05/20	136.85	75820
101-101-860.00		SAUER, GARY	MILEAGE - FEBRUARY	MILEAGE	03/05/20	120.18	75852
101-101-860.00	TRAVEL	TAYLOR, SHERRY	COMMISSIONER MILEAGE FEBRUARY 2020	022820	03/05/20	35.88	75864
101-101-955.10	DUES & REGISTRATIONS	VISA=DAWN OLNEY	MAC REGISTRATIONS/DEISCH, ROELOFS, REGISTRATIONS		02/27/20	1,050.00	75759
			Total For Dept 101 BOARD OF COMMISSIONERS			1,422.26	
Dept 131 CIRCUIT COURT							
101-131-702.00	CIR CT JUDGE	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	1,524.13	75735
101-131-702.03	CIR CT ADMIN SAL	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	1,880.55	75735
101-131-704.00	WAGES-COURT REPORTER	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	1,817.51	75735
101-131-704.01	WAGES - ADR CLERK	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	1,364.35	75735
101-131-704.02	WAGES-CLERICAL ASSISTANT	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	1,053.00	75735
101-131-712.00	WAGES - RESEARCH ATTORNE	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	1,760.62	75735
101-131-725.00	COST OF FRINGE BENEFITS	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	4,723.64	75735
101-131-802.00	TRANSCRIPTS	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	160.35	75735
101-131-805.00	DISTRICT CT APPOINTED AT	MCDONALD, PATRICK	COURT APPOINTED ATTORNEY	013120	02/27/20	1,158.00	75737
101-131-811.00	INTERPRETER FEES	LIAISON LINGUISTICS	INTERPRETER	3624	02/27/20	868.70	75734
101-131-962.00	JIS RELATED COSTS	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	638.08	75735
101-131-967.00	PROJECT EXPENSES - DRUG	FELICE J. KELLEY-WARE	DRUG COURT COORDINATOR WEEK ENDING	022120	02/27/20	307.80	75717
101-131-967.00	PROJECT EXPENSES - DRUG	FELICE J. KELLEY-WARE	DRUG COURT COORDINATOR 15 HRS/WK E	022820	03/05/20	307.80	75807
			Total For Dept 131 CIRCUIT COURT			17,564.53	
Dept 136 DISTRICT COURT							
101-136-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	DEL FEE; 5 WATERS; MAR RENTAL	67-3305	03/05/20	47.75	75838
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	POST ITS; DISPLAY; CALENDAR	DP207	03/05/20	146.07	75844
101-136-805.10	PROBATE CT APPOINTED AT	DOBREFF, DAVID	J MCKEAN	19-0177-GA	03/05/20	312.50	75803
101-136-805.10	PROBATE CT APPOINTED AT	KEHR, LINDA MOOREY	L WILSON / R STOOPS / J MCKEAN	DP211	03/05/20	500.00	75825
101-136-805.10	PROBATE CT APPOINTED AT	KISH DYKSTRA & SCOTT	T TINC / G THORNELL	28313 & 28312	03/05/20	110.00	75826
101-136-805.10	PROBATE CT APPOINTED AT	SMITH & JOHNSON	THORNELL	130911	03/05/20	250.00	75855
101-136-806.00	SCREENING FEES	OPEN DOOR ASSESSMENTS	J BAILEY	DP209	03/05/20	25.00	75845
101-136-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONES JAN/FEB	9848305920	02/27/20	89.94	75758
101-136-955.10	DUES & REGISTRATIONS	MCAA	MCAA 2020 CONF REGISTRATION	DP213	03/05/20	175.00	75836
101-136-962.20	JIS RELATED COSTS	JUDICIAL MANAGEMENT SY	INSTALL NOTICES ON PC	DP214	03/05/20	50.00	75823
101-136-970.00	EQUIPMENT	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	448.28	75735
101-136-970.00	EQUIPMENT	I.T. RIGHT	JUDGE'S OFFICE COMPUTER FOR TERMIN	20163150	03/05/20	941.00	75817
101-136-970.00	EQUIPMENT	TKS SECURITY	MONITOR SCREENS/CABLES/MOUNTS	13289	03/05/20	1,718.00	75866
			Total For Dept 136 DISTRICT COURT			4,813.54	
Dept 142 JUVENILE DIVISION							
101-142-704.01	SALARY-DIRECTOR OF YOUTH	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	2,225.33	75735
101-142-727.00	OFFICE SUPPLIES	PURE WATER WORKS	WATER COOLER	3/1/20	03/05/20	11.66	75847
101-142-860.00	TRAVEL	CAMERON CLARK	REIM TRAVEL/PHONE	3/3	03/05/20	301.89	75789
101-142-957.40	NON REIMBURSABLE EXPENSE	GROW BENZIE	RENT FOR AFTER SCHOOL PROGRAM JAN- RENT		03/05/20	400.00	75811
			Total For Dept 142 JUVENILE DIVISION			2,938.88	
Dept 172 ADMINISTRATOR							
101-172-727.00	OFFICE SUPPLIES	VISA=MITCHELL DEISCH	OFFICE SUPPLIES	0892	02/27/20	28.56	75762
101-172-860.00	TRAVEL	DEISCH, MITCH	MILEAGE ALLOWANCE	030120	03/05/20	300.00	75800
101-172-955.10	DUES & REGISTRATIONS	VISA=DAWN OLNEY	MAC REGISTRATIONS/DEISCH, ROELOFS, REGISTRATIONS		02/27/20	350.00	75759
			Total For Dept 172 ADMINISTRATOR			678.56	
Dept 215 COUNTY CLERK							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 215 COUNTY CLERK							
101-215-955.10	DUES & REGISTRATIONS	MPJRA	ADOPTION CONF 4/24/2020 - KIM CHIL	2/21/2020	02/27/20	75.00	75741
101-215-955.10	DUES & REGISTRATIONS	MPJRA	ADOPTION CONF 4/24/2020 - TAMMY BO	2/21/2020	02/27/20	75.00	75742
101-215-955.10	DUES & REGISTRATIONS	UCOA	UCOA CONF 4/5-8 FOR DAWN OLNEY	2/21/2020	02/27/20	175.00	75757
101-215-963.00	COMPUTER SUPPORT	CHERRY IAN LLC	QTR MAINTENANCE APR 1 TO JUNE 30, 2020-APR		03/05/20	600.00	75794
			Total For Dept 215 COUNTY CLERK			925.00	
Dept 253 COUNTY TREASURER							
101-253-727.00	OFFICE SUPPLIES	HAMPEL & SON LLC	SHIM SAFE DOOR	022720	03/05/20	330.00	75812
			Total For Dept 253 COUNTY TREASURER			330.00	
Dept 257 EQUALIZATION DEPARTMENT							
101-257-860.00	TRAVEL	LINDSAY, BRIANNE	MILEAGE FOR MAJO CLASS	03/02/20	03/05/20	210.45	75831
101-257-860.00	TRAVEL	VISA=THOMAS LONGANBAC	HOTEL STAY	02/29/20	03/05/20	90.95	75873
			Total For Dept 257 EQUALIZATION DEPARTMENT			301.40	
Dept 261 MSU EXTENSION							
101-261-703.04	WAGES-PART TIME SECRETAR	MSUE BUSINESS OFFICE	SECRETARY WAGE & FRINGES DEC/JAN	TOINV24-20-BENZ	02/27/20	1,262.30	75743
101-261-730.00	POSTAGE	BENZIE COUNTY CLERK	MSU EXTENSION POSTAGE JANUARY	POSTAGE	02/27/20	1.50	75701
			Total For Dept 261 MSU EXTENSION			1,263.80	
Dept 265 BUILDING & GROUNDS							
101-265-748.00	MAINTENANCE SUPPLIES	BENZIE COUNTY ROAD CO	FUEL - FEBRUARY	1287	03/05/20	70.67	75780
101-265-750.00		KSS ENTERPRISES	PAPER PRODUCTS, GLOVES, LINERS	1209102	02/27/20	348.71	75731
101-265-800.00		GOTTSCALK CLEANING S	CLEANING SERVICES - FEBRUARY	924	03/05/20	3,200.00	75809
101-265-820.00		KSS ENTERPRISES	ICE MELT	1210835	03/05/20	272.20	75829
101-265-850.00	TELEPHONE	AT&T	FINAL BILL	1718002423001	02/27/20	48.14	75700
101-265-850.00	TELEPHONE	TELNET WORLDWIDE	GOVERNMENT CENTER PRI FEBRUARY	187510	02/27/20	563.47	75754
101-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONES JAN/FEB	9848305920	02/27/20	84.91	75758
			Total For Dept 265 BUILDING & GROUNDS			4,588.10	
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-810.00	LEGAL FEES	CUMMINGS, MCCLOREY, D	LEGAL FEES	309456	02/27/20	11,701.00	75710
101-266-810.00	LEGAL FEES	FIGURA, RICHARD	GENERAL MATTERS FEBRUARY 2020	BC-682	03/05/20	1,729.00	75808
101-266-815.20	ADMINISTRATION FEES - MA	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	1,166.67	75735
			Total For Dept 266 LEGAL & CONTRACTED SERVICES			14,596.67	
Dept 267 PROSECUTING ATTORNEY							
101-267-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONES JAN/FEB	9848305920	02/27/20	44.97	75758
			Total For Dept 267 PROSECUTING ATTORNEY			44.97	
Dept 275 DRAIN COMMISSION							
101-275-819.00	CONTRACT SERVICE - LAKE	DIXON, CRAIG	MONTHLY CONTRACTED SERVICES FOR DA	030120	03/05/20	333.33	75802
			Total For Dept 275 DRAIN COMMISSION			333.33	
Dept 278 SURVEYOR							
101-278-860.00	TRAVEL	SMENDZUIK, JOHN	YEARLY COUNTY SURVEYOR CONFERENCE	022420	03/05/20	226.11	75854
101-278-955.00	CONVENTIONS & MEETINGS	SMENDZUIK, JOHN	YEARLY COUNTY SURVEYOR CONFERENCE	022420	03/05/20	400.00	75854
			Total For Dept 278 SURVEYOR			626.11	
Dept 285 CENTRAL SERVICES							
101-285-730.00	POSTAGE	VISA=DAWN OLNEY	POSTAGE - 2 ROLL & 1 CERT RESTRICT	02/24/2020	02/27/20	122.40	75760
			Total For Dept 285 CENTRAL SERVICES			122.40	
Dept 301 SHERIFF							

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Fund 101 GENERAL FUND							
Dept 301 SHERIFF							
101-301-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVIC	LABELS AND HOLE PUNCH	16WN-WVCC-D4XL	03/30/20	17.03	75774
101-301-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	BCSO FUEL FEB 2020	1286	03/15/20	2,079.39	75780
101-301-751.00	UNIFORMS	AMAZON CAPITAL SERVIC	BOOTS/STAPLER	11QP-D4C3-97NT	04/01/20	307.96	75774
101-301-752.10	DRY CLEANERS	ROBBIE'S DRY CLEANERS	DRY CLEANING FEB 2020	2641	03/20/20	38.50	75849
101-301-800.00	CONTRACTED SERVICES	MICHIGAN STATE POLICE	GATEWAY 01012020 TO 03312020	551-559551	06/01/20	387.00	75842
101-301-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONES FEBRUARY	9848305922	02/27/20	387.33	75758
101-301-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONES JAN/FEB	9848305920	02/27/20	49.97	75758
101-301-850.00	TELEPHONE	CHARTER COMMUNICATION	SERVICE FRM 2/21 TO 3/20/2020	0010078022120	03/09/20	44.83	75793
101-301-850.00	TELEPHONE	VISA-ROSA KYLE	SNOW UNIF PHONE	02282020	03/24/20	0.99	75871
101-301-961.00	TRAINING & SCHOOLS	VISA-TSCHEDEL 7161	T&S MSA SUMMER CONFERENCE	02282020	03/24/20	150.00	75875
101-301-970.00	EQUIPMENT	VISA-TED SCHEDEL	EQUIP SUP JAIL REP	02282020	03/24/20	355.50	75872
101-301-970.06	EQUIPMENT - COMPUTERS	VISA-TROY LAMERSON	COMP PROG	02282020	03/24/20	23.88	75874
		Total For Dept 301 SHERIFF				3,842.38	
Dept 333 SECONDARY ROAD PATROL							
101-333-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	BCSO FUEL FEB 2020	1286	03/15/20	204.48	75780
		Total For Dept 333 SECONDARY ROAD PATROL				204.48	
Dept 334 ZERO TOLERANCE, BAILIFF							
101-334-629.00	SERVICE OF PAPERS	AMY RIGGS	REUND OF SERVICE OF PAPERS	5821 02242020	03/05/20	60.00	75775
		Total For Dept 334 ZERO TOLERANCE, BAILIFF				60.00	
Dept 426 EMERGENCY MANAGEMENT							
101-426-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONES FEBRUARY	9848305921	02/27/20	44.97	75758
101-426-957.00	MISCELLANEOUS	CHARTER COMMUNICATION	EM CHARTER FEB INVOICE 8245 12 142	0010110021320	02/27/20	96.00	75708
101-426-957.00	MISCELLANEOUS	DISTRICT 7 EMERGENCY	DISTRICT 7 EMERGENCY MANAGEMENT AS	02/24/2020	02/27/20	20.00	75712
		Total For Dept 426 EMERGENCY MANAGEMENT				160.97	
Dept 648 MEDICAL EXAMINER							
101-648-800.00	CONTRACTED SERVICES	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	2,005.39	75735
		Total For Dept 648 MEDICAL EXAMINER				2,005.39	
Dept 649 MENTAL HEALTH							
101-649-836.00	APPROPRIATIONS	CENTRA WELLNESS NETWO	MONTHLY APPROPRIATION MARCH	922	03/05/20	10,091.92	75790
		Total For Dept 649 MENTAL HEALTH				10,091.92	
Dept 670 DHHS BOARD							
101-670-721.00	PER DIEM - DHS BOARD	HARRISON, SCOTT	DHHS PER DIEM	022020	02/27/20	35.00	75721
		Total For Dept 670 DHHS BOARD				35.00	
Dept 751 PARKS & RECREATION DEPARTMENT							
101-751-721.00	PER DIEM	DUPERRON, SEAN	PARKS & REC PER DIEM	022420	02/27/20	35.00	75714
101-751-721.00	PER DIEM	HOOGTERP, EDWARD	PARKS & REC PER DIEM	022420	02/27/20	35.00	75723
101-751-721.00	PER DIEM	KRAUS, CHARLES	PARKS & REC PER DIEM	022420	02/27/20	35.00	75730
101-751-721.00	PER DIEM	MICK, TED	PARKS & REC PER DIEM	022420	02/27/20	35.00	75740
101-751-721.00	PER DIEM	PEACOCK, TAD	PARKS & REC PER DIEM	022420	02/27/20	35.00	75747
101-751-721.00	PER DIEM	SKURDALL, BARBARA	PARKS & REC PER DIEM	022420	02/27/20	35.00	75751
101-751-721.00	PER DIEM	ZENKER, SUSAN K.	PARKS & REC PER DIEM	022420	02/27/20	35.00	75766
101-751-800.00		SRP DESIGN STUDIO	DESIGN SERVICES-CRYSTAL LAKE OUTLE	20-12	03/05/20	1,125.00	75856
101-751-804.00	RECORDING SERVICES	LEACH, KASSIE	PARKS & REC RECORDING SERVICES	022420	02/27/20	75.00	75733
101-751-860.00	TRAVEL	DUPERRON, SEAN	PARKS & REC MILEAGE	022420	02/27/20	9.78	75714
101-751-860.00	TRAVEL	HOOGTERP, EDWARD	PARKS & REC MILEAGE	022420	02/27/20	1.73	75723
101-751-860.00	TRAVEL	KRAUS, CHARLES	PARKS & REC MILEAGE	022420	02/27/20	12.68	75730
101-751-860.00	TRAVEL	LEACH, KASSIE	PARKS & REC MILEAGE	022420	02/27/20	4.60	75733

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Fund 213 JAIL OPERATIONS FUND							
Dept 351 JAIL - CORRECTIONS							
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICE	BOOTS/STAPLER	11QP-D4C3-97NT	04/01/20	13.16	75774
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICE	LABELS AND HOLE PUNCH	16WN-WVCC-D4XL	03/30/20	12.91	75774
213-351-727.00	OFFICE SUPPLIES	VISA=DAN SMITH	T&S OFF SUPP	02282020	03/24/20	181.63	75869
213-351-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	BCSO FUEL FEB 2020	1286	03/15/20	19.18	75780
213-351-752.10	DRY CLEANERS	ROBBIE'S DRY CLEANERS	DRY CLEANING FEB 2020	2641	03/20/20	416.75	75849
213-351-940.20	EQUIPMENT LEASE - COPIER	TEAM FINANCIAL GROUP,	COPIER LEASE	00026238	03/24/20	461.25	75865
213-351-961.00	TRAINING & SCHOOLS	JOSEPH WILHOIT	MEALS FOR WEST SHORE COLLEGE ACADE	MEALS	02/28/20	310.00	75767
213-351-961.00	TRAINING & SCHOOLS	VISA=DAN SMITH	T&S OFF SUPP	02282020	03/24/20	660.53	75869
213-351-961.04	PRISONERS SCHOOLING	CASSONDR L. BENTLEY	TUTORING FEB12- FEB212020	02212020	02/27/20	200.00	75706
213-351-961.04	PRISONERS SCHOOLING	HEITMAN, BARBARA	TUTORING 12-6 TO 12-20-2019	02212020	02/27/20	340.00	75722
213-351-963.00	COMPUTER EQUIPMENT	I.T. RIGHT	TWO COMPUTERS FOR JAIL	20163291	03/27/20	1,560.00	75816
213-351-963.00	COMPUTER EQUIPMENT	I.T. RIGHT	JAIL COMPUTER SW UPDATE	20163292	03/27/20	389.00	75816
213-351-970.00	EQUIPMENT	ELMRIDGE PERSONAL PRO	101EAC SMOKE/FIRE HOODS, CABINETS	8670	03/28/20	2,837.63	75805
213-351-970.00	EQUIPMENT	VISA=TED SCHENDEL	EQUIP SUP JAIL REP	02282020	03/24/20	463.74	75872
Total For Dept 351 JAIL - CORRECTIONS						7,865.78	
Dept 851 INSURANCE & BONDS							
213-851-828.10	LIABILITY & BUILDING INS	MICHIGAN MUNICIPAL RI	BUILDING & LIABILITY SECOND INSTAL	M0001121	02/27/20	3,817.26	75739
Total For Dept 851 INSURANCE & BONDS						3,817.26	
Total For Fund 213 JAIL OPERATIONS FUND						15,963.04	
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 265 BUILDING & GROUNDS							
214-265-750.00	MAINTENANCE SUPPLIES	MI PEST	ST 3 PEST CONTROL	15410	02/27/20	50.00	75738
214-265-750.00	MAINTENANCE SUPPLIES	HONOR BUILDING SUPPLY	TRASH BAGS FOR ST2	153012	03/05/20	14.49	75813
214-265-820.00	SNOW REMOVAL	NORTHERN OUTDOORS	ST 3 SNOW PLOWING	01330	02/27/20	240.00	75746
214-265-850.01	INTERNET SERVICE	CENTURYLINK	INTERNET SERVICE	404669354	03/05/20	302.17	75791
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONES FEBRUARY	9848305921	02/27/20	93.12	75758
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONES JAN/FEB	9848305920	02/27/20	20.04	75758
214-265-922.00	WATER & SEWER	MCCARDEL WATER CONDIIT	FILTERED WATER STATION 3	67-3306	03/05/20	52.50	75837
214-265-935.00	BUILDING REPAIRS	ROTO ROOTER OF NORTHE	ST 3 GARAGE DRAIN EVALUATION	6959982	02/27/20	338.00	75750
Total For Dept 265 BUILDING & GROUNDS						1,110.32	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-727.00	OFFICE SUPPLIES	TEAM FINANCIAL GROUP,	COPIER PAYMENT	40019080	02/27/20	198.34	75752
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	83515299, MED SUPPLIES	83516573	02/27/20	708.43	75705
214-655-735.00	MEDICAL SUPPLIES	MUNSON MEDICAL CENTER	PHARMACY CHARGES	1-31-20	02/27/20	480.00	75744
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83526810	03/05/20	479.97	75786
214-655-735.10	MEDICAL SUPPLIES - GAS	PURITY CYLINDER CASSE	OXYGEN CYLINDERS	00928427	02/27/20	114.65	75749
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9098690777	03/05/20	287.40	75773
214-655-748.00	GAS, OIL & GREASE	WEX BANK	FUEL	63888087	02/27/20	367.89	75765
214-655-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL	1290	03/05/20	1,842.08	75780
214-655-748.00	GAS, OIL & GREASE	BENZIE TRANSPORTATION	A21 OIL AND PM	2367	03/05/20	93.77	75784
214-655-749.00	VEHICLE REPAIRS	BENZIE TRANSPORTATION	A33 OIL AND SERVICE	2365	02/27/20	133.84	75704
214-655-749.00	VEHICLE REPAIRS	BENZIE TRANSPORTATION	A32 OIL AND SERVICE	2366	02/27/20	117.06	75704
214-655-749.00	VEHICLE REPAIRS	FOX GRAND TRAVERSE	A21 VACUUM LEAK REPAIR	96079196	02/27/20	1,053.87	75719
214-655-749.00	VEHICLE REPAIRS	BENZIE TRANSPORTATION	E62 BATTERY	2371	03/05/20	238.88	75784
214-655-751.00	UNIFORMS	TELE-RAD, INC.	LENNY M. JOB SHIRT; COURTNEY BOOTS	896780	02/27/20	191.68	75753
214-655-751.00	UNIFORMS	TELE-RAD, INC.	LENNY 2 SHIRTS, CHRIS P 2 SHIRTS (896761	02/27/20	175.96	75753
214-655-800.01	CONTRACTED SERVICES - BI	NORTH FLIGHT, INC.	PATIENT BILLING	BEN0120	02/27/20	3,262.50	75745
214-655-855.00	RADIO MAINTENANCE/EQUIPM	GRAND TRAVERSE MOBILE	PAGER AND RADIO UPDATE	53523	02/27/20	402.00	75720
214-655-961.00	TRAINING & SCHOOLS	VISA=THOMAS KING	LENNY IC CLASS AND IV WARMER ELEME	2-14-20	02/27/20	320.00	75764

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Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-970.00	EQUIPMENT	EMERGENCY VEHICLES PL	CABINET LOCK	002026	02/27/20	52.46	75715
214-655-970.00	EQUIPMENT	VISA=THOMAS KING	LENNY IC CLASS AND IV WARMER ELEME	2-14-20	02/27/20	110.37	75764
214-655-970.00	EQUIPMENT	STRYKER FLEX FINANCIA	INSTALLMENT PAYMENT/ MONITOR	166414	03/05/20	3,945.51	75863
			Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)			14,576.66	
Dept 851 INSURANCE & BONDS							
214-851-828.10	LIABILITY & BUILDING INS	MICHIGAN MUNICIPAL RI	BUILDING & LIABILITY SECOND INSTAL	M0001121	02/27/20	3,932.15	75739
			Total For Dept 851 INSURANCE & BONDS			3,932.15	
			Total For Fund 214 EMERGENCY MEDICAL SERVICES (E			19,619.13	
Fund 217 SNOWMOBILE PATROL FUND							
Dept 332 SNOWMOBILE LAW ENFORCEMENT							
217-332-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	BCSO FUEL FEB 2020	1286	03/15/20	276.36	75780
217-332-751.00	UNIFORMS	VISA=ROSA KYLE	SNOW UNIF PHONE	02282020	03/24/20	157.50	75871
			Total For Dept 332 SNOWMOBILE LAW ENFORCEMENT			433.86	
			Total For Fund 217 SNOWMOBILE PATROL FUND			433.86	
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000							
228-000-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL FOR FEBRUARY 2020	1291	03/05/20	166.01	75781
228-000-748.00	GAS, OIL & GREASE	NUGENT HARDWARE	WASHER FLUID	167877	03/25/20	14.97	75843
228-000-821.50	HAZARDOUS WASTE	BATTERY SOLUTIONS	BATTERY PICKUP	A497638	03/05/20	509.30	75777
228-000-850.00	TELEPHONE	VERIZON WIRELESS	CELL PHONES JAN/FEB	9848305920	02/27/20	44.97	75758
228-000-941.00	CONTAINER LEASE/PURCHASE	A J'S EXCAVATING LLC	FEBRUARY SNOW REMOVAL	11161	03/05/20	175.00	75772
228-000-957.00	MISCELLANEOUS	VISA=JESSE ZYLSTRA	VEHICLE SUPPLIES	02072020	03/10/20	41.97	75870
			Total For Dept 000			952.22	
Dept 851 INSURANCE & BONDS							
228-851-828.10	LIABILITY & BUILDING INS	MICHIGAN MUNICIPAL RI	BUILDING & LIABILITY SECOND INSTAL	M0001121	02/27/20	289.03	75739
			Total For Dept 851 INSURANCE & BONDS			289.03	
			Total For Fund 228 SOLID WASTE/RECYCLING FUND			1,241.25	
Fund 247 ANIMAL CONTROL FUND							
Dept 265 BUILDING & GROUNDS							
247-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELL PHONES JAN/FEB	9848305920	02/27/20	99.94	75758
			Total For Dept 265 BUILDING & GROUNDS			99.94	
Dept 430 ANIMAL CONTROL							
247-430-727.00	OFFICE SUPPLIES	VISA=KYLE MAURER	OUTSIDE STORAGE CONTAINER FOR FRON	5942	02/27/20	188.68	75761
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	115-19C RABIES VACC DISTEMPER VACC	289541	02/27/20	6.71	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	2/20D NEUTER	289646	02/27/20	172.61	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	GERMAN SHEP FEMALE. ACO PICKUP/SUR	289732	02/27/20	5.75	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	7-20D SPAY/8-20D SPAY	289790	02/27/20	413.94	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	EUTH OF 3-20D AND 9-20D BITE HISTO	289867	02/27/20	10.00	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	16-20D SPAY AND VACC	290115	02/27/20	186.96	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	4-20C SPAY AND VACC/6-20C SPAY AND	290157	02/27/20	263.14	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	3-20C NEUTER-VACC/5-20C NEUTER-VAC	290173	02/27/20	384.12	75748
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	29-20D SPAY AND VACC	290793	02/27/20	186.96	75748
247-430-855.00	RADIO MAINTENANCE/EQUIPM	GRAND TRAVERSE MOBILE	SIREN/HORN INSTALL ON 2012 RAM	53356	03/05/20	575.00	75810
247-430-970.00	EQUIPMENT	DILLON ROSA	PURCHASE OF SPOT LIGHT FOR 2012 RA	10/12/2019	02/27/20	68.17	75711

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Fund 247 ANIMAL CONTROL FUND Dept 430 ANIMAL CONTROL							
Dept 851 INSURANCE & BONDS 247-851-828.10	LIABILITY & BUILDING INS	MICHIGAN MUNICIPAL RI	Total For Dept 430 ANIMAL CONTROL			2,462.04	
			BUILDING & LIABILITY SECOND INSTAL M0001121		02/27/20	522.62	75739
			Total For Dept 851 INSURANCE & BONDS			522.62	
			Total For Fund 247 ANIMAL CONTROL FUND			3,084.60	
Fund 249 BUILDING DEPARTMENT FUND Dept 851 INSURANCE & BONDS 249-851-828.10	LIABILITY & BUILDING INS	MICHIGAN MUNICIPAL RI	BUILDING & LIABILITY SECOND INSTAL M0001121		02/27/20	772.28	75739
			Total For Dept 851 INSURANCE & BONDS			772.28	
			Total For Fund 249 BUILDING DEPARTMENT FUND			772.28	
Fund 261 911 EMERGENCY SERVICE FUND Dept 325 DISPATCH/COMMUNICATION 261-325-727.00	OFFICE SUPPLIES	VISA-RHUBERS	VISA CHARGES RHUBERS STATEMENT END 0975		02/27/20	72.98	75763
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL	MONTHLY SERVICE AND MAINTENANCE AP 1395		03/05/20	938.00	75876
261-325-855.00	RADIO MAINTENANCE/EQUIPM	GRAND TRAVERSE MOBILE	AUDIO ISSUES WITH CENTRAL DISTPATC 53496		02/27/20	255.00	75720
261-325-956.00	EMPLOYEE PHYSICALS	THE WALK IN CLINIC	EMPLOYMENT PRE SCREENING JERRY SUI 237878		02/27/20	57.00	75755
			Total For Dept 325 DISPATCH/COMMUNICATION			1,322.98	
Dept 851 INSURANCE & BONDS 261-851-828.10	LIABILITY & BUILDING INS	MICHIGAN MUNICIPAL RI	BUILDING & LIABILITY SECOND INSTAL M0001121		02/27/20	1,362.82	75739
			Total For Dept 851 INSURANCE & BONDS			1,362.82	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			2,685.80	
Fund 262 DISPATCHER TRAINING FUND Dept 000							
262-000-961.00	TRAINING & SCHOOLS	KETZ, CHRISTA	CHRISTA KETZ TRAVEL MILEAGE TO TRAI 02/24/2020		02/27/20	163.88	75729
262-000-961.00	TRAINING & SCHOOLS	VISA-RHUBERS	VISA CHARGES RHUBERS STATEMENT END 0975		02/27/20	568.86	75763
262-000-961.00	TRAINING & SCHOOLS	DEWOLF & ASSOCIATES	CTO COURSE FEE FOR KETZ & ROUSH 2840		03/05/20	1,490.00	75801
262-000-961.00	TRAINING & SCHOOLS	DONNA KAYE STEVENS	TRAVEL MILES REIMBURSE FOR STATE F 02/28/2020		03/05/20	101.78	75804
262-000-961.00	TRAINING & SCHOOLS	MICHAEL DRAEGER	MILES REIMBURSE FOR STATE FUNDED T 02/28/2020		03/05/20	117.76	75840
			Total For Dept 000			2,442.28	
			Total For Fund 262 DISPATCHER TRAINING FUND			2,442.28	
Fund 263 LOCAL CORRECTION OFFICER'S TRAINING FUND Dept 362 OTHER CORRECTIONS ACTIVITIES 263-362-961.00	TRAINING & SCHOOLS	VISA-TSCHENDEL 7161	T&S MSA SUMMER CONFERENCE 02282020		03/24/20	275.00	75875
			Total For Dept 362 OTHER CORRECTIONS ACTIVITIES			275.00	
			Total For Fund 263 LOCAL CORRECTION OFFICER'S TR			275.00	
Fund 265 JUSTICE TRAINING (302) FUND Dept 000							
265-000-967.00	PROJECT EXPENSES	LAW ENFORCEMENT SEMIN	BKG INVEST FOR POLICE APPS KASTL 84721582662107		03/26/20	350.00	75732
265-000-967.00	PROJECT EXPENSES	VISA-TSCHENDEL 7161	T&S MSA SUMMER CONFERENCE 02282020		03/24/20	550.00	75875
			Total For Dept 000			900.00	
			Total For Fund 265 JUSTICE TRAINING (302) FUND			900.00	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 269 LAW LIBRARY FUND							
Dept 000							
269-000-901.00	RESOURCE MATERIALS	MATTHEW BENDER & CO.,	MI CIVIL PROCEDURE LITIGATION MANU	17384419	02/27/20	194.58	75736
			Total For Dept 000			194.58	
			Total For Fund 269 LAW LIBRARY FUND			194.58	
Fund 276 COMMISSION ON AGING MILLAGE FUND							
Dept 000							
276-000-800.00	CONTRACTED SERVICES	BENZIE SENIOR RESOURC	MNTHLY PYMT FOR CONTRACTED SERVICE	030120	03/05/20	92,325.00	75783
			Total For Dept 000			92,325.00	
			Total For Fund 276 COMMISSION ON AGING MILLAGE F			92,325.00	
Fund 285 POINT BETSIE LIGHTHOUSE FUND							
Dept 806 2019 MCZM GRANT							
285-806-800.00	CONTRACTED SERVICES	FLEIS & VANDENBRINK	POINT BETSIE ENGINEERING PLANS/EGL	54994	02/27/20	5,491.63	75718
			Total For Dept 806 2019 MCZM GRANT			5,491.63	
			Total For Fund 285 POINT BETSIE LIGHTHOUSE FUND			5,491.63	
Fund 292 CHILD CARE FUND							
Dept 000							
292-000-704.02	SALARY - CASEWORKER	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	4,300.97	75735
292-000-725.00	FRINGE BENEFITS - JUVENI	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	758.73	75735
292-000-725.06	FRINGE BENEFITS - CASEWO	MANISTEE COUNTY - ADM	COURT SHARED EXPENSES JANUARY 2020	013120	02/27/20	2,029.19	75735
292-000-840.00	CONTRACTED SVCS - VOL CO	KATHI HOUSTON	VOL PROGRAM COORDINATION	MARCH	03/05/20	2,166.67	75824
292-000-840.95	IN HOME CARE MISC.	BRAINS	PSYCH TESTING G.B.	758002	03/05/20	1,675.00	75787
292-000-840.95	IN HOME CARE MISC.	SHOP AND SAVE	GROCERIES FOR AFTER SCHOOL PROGRAM	3/1	03/05/20	409.16	75853
292-000-850.00	TELEPHONE	CAMERON CLARK	REIM TRAVEL/PHONE	3/3	03/05/20	50.00	75789
292-000-850.00	TELEPHONE	ROBINSON, KELLIE	REIM MILEAGE/PHONE	MARCH 1	03/05/20	50.00	75850
292-000-860.00	TRAVEL/GAS CARDS	BENZIE TRANSPORTATION	BUS PASSES FOR IHC CLIENTS	2377	03/05/20	350.00	75784
292-000-860.00	TRAVEL/GAS CARDS	CAMERON CLARK	REIM TRAVEL/PHONE	3/3	03/05/20	391.00	75789
292-000-860.00	TRAVEL/GAS CARDS	ROBINSON, KELLIE	REIM MILEAGE/PHONE	MARCH 1	03/05/20	153.52	75850
292-000-862.00	MENTORING/TUTORING	CLAUDIA BAILEY	TUTORING S.G. & S.G.	3/3	03/05/20	187.50	75796
292-000-862.00	MENTORING/TUTORING	PATTY HIGGINS	TUTORING C.G.	MARCH 2	03/05/20	37.50	75846
292-000-862.01	INCENTIVES	BENZIE CENTRAL SCHOOL	PAY TO PLAY FEE FOR E.R.	050	03/05/20	35.00	75778
292-000-862.01	INCENTIVES	BETSIE HOSICK HEALTH	FITNESS MEMBERSHIPS	3/1	03/05/20	115.00	75785
292-000-862.01	INCENTIVES	ROBINSON, KELLIE	REIM MILEAGE/PHONE	MARCH 1	03/05/20	39.50	75850
292-000-862.03	SUBSTANCE ABUSE COUNSELI	CATHOLIC HUMAN SERVIC	SUBSTANCE ABUSE COUNSELING	1/31	02/27/20	172.03	75707
			Total For Dept 000			12,920.77	
			Total For Fund 292 CHILD CARE FUND			12,920.77	
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES VETERANS	451681-0	03/05/20	135.96	75818
293-000-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES - VETERANS	448300-0	03/05/20	12.99	75818
293-000-839.00	VETERANS BURIALS & MARKE	EMILY RICE	VETERANS BURIAL BENEFIT-ROBERT BUR	3/3/2020	03/05/20	300.00	75806
293-000-839.10	VETERANS FINANCIAL AID	CONSUMERS ENERGY	ACCT# 1030 0939 6807 / VA BENEFIT	030220	03/05/20	492.00	75799
			Total For Dept 000			940.95	
			Total For Fund 293 VETERAN'S RELIEF FUND			940.95	
Fund 296 JUVENILE JUSTICE FUND							
Dept 000							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 296 JUVENILE JUSTICE FUND							
Dept 000							
296-000-800.00	CONTRACTUAL SERVICES	LORI WADE	SOCIAL WORK CONTRACT	3/3	03/05/20	1,250.00	75832
			Total For Dept 000			1,250.00	
			Total For Fund 296 JUVENILE JUSTICE FUND			1,250.00	
Fund 401 CAPITAL IMPROVEMENT FUND							
Dept 000							
401-000-967.00	PROJECT EXPENSES	I.T. RIGHT	5519 ADVANCED RM SERVER - BS & A	20163273	02/27/20	11,617.57	75725
			Total For Dept 000			11,617.57	
			Total For Fund 401 CAPITAL IMPROVEMENT FUND			11,617.57	
Fund 569 BUILDING AUTHORITY							
Dept 000							
569-000-800.00	CONTRACTED SERVICES	MAY, SHARRON	RECORDING SECRETARY BUILDING AUTH	022420	03/05/20	75.00	75835
569-000-860.00	TRAVEL	MAY, SHARRON	MILEAGE FOR FEB 24TH	022420M	03/05/20	3.27	75835
			Total For Dept 000			78.27	
			Total For Fund 569 BUILDING AUTHORITY			78.27	
Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-214.01	DUE TO SHERIFF'S DEPT -	BENZIE COUNTY SHERIFF	FEBRUARY 2020 - OWI REIMBURSEMENT	DP222	03/05/20	240.00	75782
701-136-221.01	DUE CITY FRANKFORT - OWI	CITY OF FRANKFORT	FEBRUARY 2020 - OWI REIMBURSEMENT	DP221	03/05/20	60.00	75795
701-136-228.20	DUE STATE - DNR JUDGE	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	120.00	75859
701-136-228.30	DUE STATE - D. L. REINS	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	56.67	75859
701-136-228.37	DUE STATE - CRIME VICTIM	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	1,858.70	75859
701-136-228.42	DUE STATE - STATE COURT	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	170.00	75859
701-136-228.47	DUE STATE - OWI REIMBURS	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	7.00	75859
701-136-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	680.00	75859
701-136-228.57	DUE STATE - STATE JURY	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	56.66	75859
701-136-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	2,408.00	75859
701-136-228.59	DUE STATE - JUSTICE SYST	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	DCST2/2020	03/05/20	3,465.00	75859
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND APPLIED/COSTS	DP216	03/05/20	465.00	75768
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND APPLIED/COSTS	DP217	03/05/20	941.00	75769
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND APPLIED/COSTS	DP230	03/05/20	750.00	75770
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND APPLIED/COSTS	DP232	03/05/20	500.00	75771
701-136-265.00	CASH BONDS PAYABLE	CONLEY, LANCE	BOND RETURNED	19-411-SM	03/05/20	500.00	75788
701-136-265.00	CASH BONDS PAYABLE	JOHNSON, DANIEL PAUL	BOND RETURNED	19-361-SM	03/05/20	135.00	75797
701-136-265.00	CASH BONDS PAYABLE	JOHNSON, DANIEL PAUL	BOND RETURNED	19-397-SM	03/05/20	50.00	75821
701-136-265.00	CASH BONDS PAYABLE	KOHN, ERIC JULIUS	BOND RETURNED	19-397-SM	03/05/20	50.00	75822
701-136-265.00	CASH BONDS PAYABLE	MARTELL, JULIA ROSE	BOND RETURNED	20-029-ST	03/05/20	350.00	75827
701-136-266.00	COURT ORDER - ESCROW 11-	STEENSTRA, PETER	BOND RETURNED	18-367-SD	03/05/20	59.00	75834
701-136-271.00	RESTITUTIONS PAYABLE	BENZIE COUNTY ANIMAL	ESCROW FUNDS DISBURSEMENT TO PLAIN	19-447-LT	03/05/20	300.00	75862
701-136-271.00	RESTITUTIONS PAYABLE	MCKIDDIE, KYLE	RESTITUTION PYMT FROM COURTNEY SHA	17-310-SM	03/05/20	60.00	75779
701-136-271.00	RESTITUTIONS PAYABLE	QUERY, MICHAEL	RESTITUTION PYMT FROM CRYSTAL PUTN	18-034-FY	03/05/20	20.00	75839
701-136-271.00	RESTITUTIONS PAYABLE	RYKSE, BRAD	RESTITUTION PYMT FROM JED JAWORSKI	18-429-SM	03/05/20	10.00	75848
701-136-271.00	RESTITUTIONS PAYABLE	STATE FARM INSURANCE	RESTITUTION PAYMENT FROM LARRY L B	19-203-FY	03/05/20	25.00	75851
701-136-271.00	RESTITUTIONS PAYABLE	ZAVALLA, LOTTIE	RESTITUTION PYMT FROM WM FORTINE #	11-089-FD	03/05/20	20.00	75857
701-136-271.00	RESTITUTIONS PAYABLE		RESTITUTION PYMT FROM KRAIG HUMSTA	17-0139-SM	03/05/20	5.00	75877
			Total For Dept 136 DISTRICT COURT			13,362.03	
Dept 141 FRIEND OF THE COURT							
701-141-222.04	DUE MANISTEE - STATUTORY	MANISTEE COUNTY TREAS	FEE COLLECTIONS FEBRUARY	022820	03/05/20	1,415.25	75833

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 701 GENERAL AGENCY FUND							
Dept 141 FRIEND OF THE COURT							
701-141-222.05	DUE MANISTEE - PROCESSIN	MANISTEE COUNTY TREAS	FEE COLLECTIONS FEBRUARY	022820	03/05/20	180.86	75833
			Total For Dept 141 FRIEND OF THE COURT			1,596.11	
Dept 148 PROBATE COURT							
701-148-228.06	DUE STATE - SHARED FEES	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	PCST2/2020	03/05/20	433.11	75858
701-148-228.42	DUE STATE - GENERAL FEES	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	PCST2/2020	03/05/20	210.00	75858
701-148-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	PCST2/2020	03/05/20	50.00	75858
701-148-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	FEBRUARY 2020 FEE TRANSMITTAL	PCST2/2020	03/05/20	300.00	75858
			Total For Dept 148 PROBATE COURT			993.11	
Dept 215 COUNTY CLERK							
701-215-228.05	DUE STATE - NOTARY FEES	MICHIGAN DEPARTMENT O	NOTARY FEE TRANSMITTAL	FEB 2020	03/05/20	12.00	75841
701-215-228.16	DUE STATE - PISTOL PERMI	STATE OF MICHIGAN (#3	CPL FOR FEBRUARY 2020	551-559079	03/05/20	1,150.00	75861
701-215-228.37	DUE STATE - CRIME VICTIM	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	FEB 2020	03/05/20	545.40	75860
701-215-228.42	DUE STATE - STATE COURT	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	FEB 2020	03/05/20	140.00	75860
701-215-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	FEB 2020	03/05/20	125.00	75860
701-215-228.57	DUE STATE - STATE JURY	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	FEB 2020	03/05/20	25.00	75860
701-215-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	FEB 2020	03/05/20	595.00	75860
701-215-228.59	DUE STATE - JUSTICE SYST	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	FEB 2020	03/05/20	474.23	75860
701-215-265.00	CASH BONDS PAYABLE	BENZIE COUNTY CLERK	BOND MONEY APPLIED ERIC KOHN	19-2670-FH	02/27/20	1,125.00	75702
701-215-271.00	RESTITUTIONS PAYABLE	BENZIE COUNTY SHERIFF	RESTITUTION FROM CHRISTOPHER PALMER	19-2642-FH	02/27/20	99.00	75703
701-215-271.00	RESTITUTIONS PAYABLE	CORI AND JESSE SMOKER	RESTITUTION FROM TIMOTHY MAEDER	19-2639-FH	02/27/20	45.00	75709
701-215-271.00	RESTITUTIONS PAYABLE	JAMES AND CAROLINE HE	RESTITUTION FROM LUCAS BRIGHT	11-2233-FH	02/27/20	10.00	75726
701-215-271.00	RESTITUTIONS PAYABLE	TOM AND ROBIN LEE	RESTITUTION FROM DONALD MARSHALL	14-2364-FH	02/27/20	40.00	75756
701-215-271.00	RESTITUTIONS PAYABLE	CHARLES GRAHAM	RESTITUTION FROM RANDI COOPER	18-2592-FH	03/05/20	80.97	75792
701-215-271.00	RESTITUTIONS PAYABLE	JAMES AND CAROLINE HE	RESTITUTION FROM LUCAS BRIGHT	11-2233-FH	03/05/20	10.00	75819
701-215-271.10	FAMILY DIVISION RESTITUT	DONALD SUCHOCKI	RESTITUTION FROM CANDACE JO ROSS	19-3073-DL	02/27/20	100.00	75713
701-215-299.03	CIRCUIT COURT MISCELLANE	KURT ROSS	OVERPAYMENT OF COURT ASSESSMENTS	17-2513-FH	03/05/20	68.00	75830
			Total For Dept 215 COUNTY CLERK			4,644.60	
Dept 253 COUNTY TREASURER							
701-253-274.19	APPEALS/CHARGEBACKS/REFU	BALTAZAR BOLADO	PRE REFUND 2018 51-010-211-10	030220	03/05/20	749.48	75776
			Total For Dept 253 COUNTY TREASURER			749.48	
Dept 301 SHERIFF							
701-301-228.63	DUE STATE - SEX OFFENDER	MICHIGAN STATE POLICE	SOR FEB 2020	551-559201	04/02/20	360.00	75842
			Total For Dept 301 SHERIFF			360.00	
			Total For Fund 701 GENERAL AGENCY FUND			21,705.33	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund Totals:							
			Fund 101 GENERAL FUND			106,634.72	
			Fund 205 TNT OFFICER MILLAGE FUND			440.56	
			Fund 209 SCHOOL RESOURCE OFFICER			11.76	
			Fund 213 JAIL OPERATIONS FUND			15,963.04	
			Fund 214 EMERGENCY MEDICAL SERVICES			19,619.13	
			Fund 217 SNOWMOBILE PATROL FUND			433.86	
			Fund 228 SOLID WASTE/RECYCLING FUND			1,241.25	
			Fund 247 ANIMAL CONTROL FUND			3,084.60	
			Fund 249 BUILDING DEPARTMENT FUND			772.28	
			Fund 261 911 EMERGENCY SERVICE FUND			2,685.80	
			Fund 262 DISPATCHER TRAINING FUND			2,442.28	
			Fund 263 LOCAL CORRECTION OFFICER'S			275.00	
			Fund 265 JUSTICE TRAINING (302) FUND			900.00	
			Fund 269 LAW LIBRARY FUND			194.58	
			Fund 276 COMMISSION ON AGING MILLAGE			92,325.00	
			Fund 285 POINT BETSIE LIGHTHOUSE FUN			5,491.63	
			Fund 292 CHILD CARE FUND			12,920.77	
			Fund 293 VETERAN'S RELIEF FUND			940.95	
			Fund 296 JUVENILE JUSTICE FUND			1,250.00	
			Fund 401 CAPITAL IMPROVEMENT FUND			11,617.57	
			Fund 569 BUILDING AUTHORITY			78.27	
			Fund 701 GENERAL AGENCY FUND			21,705.33	

Total For All Funds:

301,028.38

Committee Of The Whole

THE BENZIE COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
February 25, 2020

The Benzie County Board of Commissioners met as a Committee of the Whole on Tuesday, February 25, 2020, 448 Court Place, Government Center, Beulah, Michigan.

1. The meeting was called to order by Vice Chair Evan Warsecke at 1:30 p.m.
2. Present were: Commissioners Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke
3. The Pledge of Allegiance was recited.
4. **Agenda:**
Motion by Roelofs, seconded by Farrell, to approve the agenda as amended adding 6a Second Amendment discussion; 7a Conferences; 7b Capital Improvement committee; 8c Sheriff Vehicles and 8d Jail Millage discussion. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke
Nays: None Motion carried.
5. **Minutes:**
Motion by Jeannot, seconded by Roelofs, to approve the Committee of the Whole minutes of February 11, 2019 as corrected on page 1. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.
6. 1:33 p.m. Public Input – None
 - a. 2nd Amendment Discussion: Comm Sauer asks to discuss this matter with the Prosecuting Attorney and the Sheriff; this does deserve our attention.
Comm Jeannot stated that he respects Comm Sauer's opinion, however he would like to understand why this is a priority for him given the fact a resolution has not been presented to the BOC.
Comm Sauer stated this is about defending our rights. Asks you to take time and look it over, we need to vote it up or down. This would be a non-binding resolution.
Comm Warsecke stated that we have all sworn an oath to the Constitution, to do this just rattles the cage and we don't need it. We have the right afforded to us in the Constitution.
Administrator Deisch suggested to place this on the March 10 COTW agenda to discuss and if it moves forward, then take action at the March 24 BOC meeting.
7. Susan Boyd – Non-Mandated Services: Ms. Boyd provided a list of non-mandated services provided by the county.
Comm Nye stated that she had requested this list; we have non-mandated items in our budget, we should look to see if it is something we really need; we have several requests that we cannot fulfill. Prosecutor needs help, Sheriff needs help, Clerk needs help and we cannot assist with the funds. Review of the list provided to determine if there is anything that can be eliminate in order to assist the Prosecutor. Mr. Deisch stated you can take it out of fund balance. Comm Nye asked if we could assist the Prosecutor with someone for 4 – 6 months? She does have an intern come in for the summer to help.
 - a. Conferences: MAC dues are \$12,139 which comes out of BOC dues & registration; there is sufficient funds budgeted for attendance at the MAC Legislative conference in April – 3 commissioners will attend.

- b. Capital Improvement: Committee met and prioritized the items. Extensive discussion held regarding the proposed expansion of the Probate/Parole Offices to include extending that office to the south by removing the storage of items; discussion regarding the reconfiguring of the County Clerk's Office for an access window; relocation of the Michigan Works office. **Motion by Jeannot, seconded by Sauer, to recommend to the Board of Commissioners to adopt the Capital Improvement Plan for 2019-20 through the next 4 years. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.**

Motion by Jeannot, seconded by Roelofs, to recommend to the Board of Commissioners to direct management to bring a proposal to reconfigure both the County Clerk's transaction window and the Probation Offices as discussed at this meeting. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

We are not overlooking the Treasurer and the Recorder offices; those will be dealt with in a future meeting.

- 8. Dan Smith, Jail Administrator: Sheriff indicated that we need to make the public aware of the fact that we are continuing to go backward, and we cannot continue; we need to reset the millage.
 - a. Part Time to Full Time Position: Lt. Smith stated we are short staffed, we have excessive overtime, this is taxing on his staff. **Motion by Jeannot, seconded by Roelofs, to recommend to the Board of Commissioners to approve moving one part-time position to full-time in the jail, subject to where funding will come from. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.**
 - b. Replace camera server: **Motion by Jeannot, seconded by Warsecke, to recommend to the Board of Commissioners to approve the expenditure with adjustment to the Capital Improvement Plan moving the head in room service from FY 19/20 to FY 20/21 and the camera system from FY 20/21 to FY 19/20. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.**
 - c. Vehicles: Sheriff stated that they ordered two vehicles, however the orders were cancelled by the dealer – Dodge is revamping the Charger transmission and not even forecasting building until November 2020. They do have Durango's available. Received quotes from Ford and the Durango is less expensive -- \$30,000 plus \$3,000 for the extended warranty; vehicles will have to be equipped as well. Information only. Sheriff will work with Ms. Boyd and bring back to the board.
 - d. Jail Millage Discussion: **Motion by Jeannot, seconded by Roelofs, to recommend to the Board of Commissioners to send information to Attorney Stoker to prepare ballot language for August 4, 2020 for the jail renewal – 2 years; Renew and Restore to 0.9000; Jail Operations, then back to the full board for approval. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.**
- 9. Mitch Deisch, County Administrator:
 - a. Continued County Discussion on Financial Stability: We have a meeting scheduled on March 6 at 2:00 pm in Lansing to meet with Ingham County Treasurer and Board of Commissioners that participated in their Headlee reset campaign. They provided us with excellent information which has been forwarded to the Headlee #1 committee. Waiting on a phone call

from Ogema County to discuss with them. Spoke with some local counties and inquired on their process for the campaign to educate the voters about the renewal when it comes up and they do nothing – every 3 -4 years. It is a non-event.

Comm Nye wants to understand the reason that we rollback so much; if Ingham County has only rolled back .03 since 1970(+/-) and we have rolled back 1.85 (+/-) since 1985. We need to be educated. If I am going to be expected to talk with the voters, I need to know.

Comm Jeannot was told that it is because of new construction.

Comm Farrell stated that we need to know what services we were providing before and are unable to provide now due to the millage.

3:53 p.m. Public Input – None

Motion by Roelofs, seconded by Warsecke, to adjourn at 3:53 p.m. Ayes: Farrell, Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke Nays: None Motion carried.

Evan Warsecke, Chair (COTW)

Dawn Olney, Benzie County Clerk

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

1. To adopt the Capital Improvement Plan for 2019-20 through the next 4 years.
2. To direct management to bring a proposal to reconfigure both the County Clerk's transaction window and the Probation Offices as discussed at this meeting. The Treasurer and the Recorder offices; those will be dealt with in a future meeting.
3. To approve moving one part-time position to full-time in the jail, subject to where funding will come from.
4. To approve the expenditure with adjustment to the Capital Improvement Plan moving the head in room service from FY 19/20 to FY 20/21 and the camera system from FY 20/21 to FY 19/20.
5. To send information to Attorney Stoker to prepare ballot language for August 4, 2020 for the jail renewal – 2 years; Renew and Restore to 0.9000; Jail Operations, then back to the full board for approval.

Committee Meeting Agenda Request Form

Date 02/26/2020

Department: Benzie County Sheriff's Office, Corrections

Project Name and Scope: **Corrections Part time to Full Time Employee**

Is this request for a budget amendment? **No** *If so, the amendment must be attached.*

Project Scope (explain reason for your project or amendment):

 **See Attached Memo for breakdown.**

- Full Time Corrections position- remaining 6 months of FY 2020: Total Project **Expense \$29,018**
- Total **Funds Available** in Budget: **\$28,027** (See breakdown attached)
- Total Funds **needed** for project: **\$991** (may not need – depends on start date of Full Time New Hire)

*******Projected Savings in Overtime: \$21,060*******

Cost of project \$ 991
MAY BE ZERO – depending on
NEW HIRE DATE

Is the project over \$3,500? **NO**

If, yes please attach your three bids/quotes.

Is the bid/quote recommended the lowest received: **N/A**

If not the lowest bid/quote, provide a reason for your recommendation? **N/A**

Have you checked your fund, do you have the required funds for your project? **Yes – See Attached**

Is there a contract/agreement that will need to be signed? **NO**

If yes, has the County Attorney reviewed and approved the contract/agreement? *If so, attach the attorney's approval and contract/agreement. **He currently has it.***

Please Place an "X" next to the appropriate committee:

Finance

B & G

Technology

HR

**Please note, Committee Meeting Agenda Requests will not be considered without the completion of this form. Deadline for submitting forms is the Thursday before the normal Committee Meeting date.*

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FEB 27 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Jail CO PT To FT Position

Projected Expense:

Wages (6 months)	18,651
Payroll taxes	1,427
Insurance (assume family coverage) (single coverage expense \$3,467)	8,250
MERS	690
Total Projected Expense	<u>\$29,018</u>

Funds Available:

Wages - Part Time	18,500	213-351-707.18
Wages - Corrections (1994/Base Pay/5 pay periods)	8,455	213-351-707.05
Medicare	123	213-862-719.00
Social Security	524	213-862-725.01
Short/Long Term Disability	100	213-852-718.00
AD&D	13	213-852-800.00
MERS	313	213-861-724.00
Total Available Funds	<u>\$28,027</u>	

Projected Savings in Overtime:

(60 hours x \$18 x 1.5 x 13 pays)

\$21,060

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FEB 27 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Committee Appointments

February 21, 2020

To whom it may concern:

I am interested in reinstating my service on the Solid Waste Advisory Committee. I missed a previous year end email that instructed me to resubmit a letter of interest. If my position has not been filled I am interested in filling that again. Below I will copy my previous letter of interest with updated statistics.

I am interested in serving on the Solid Waste Advisory Committee. I will bring to the committee a sincere interest in serving the community and my colleagues at the Benzie County Government Center and a background that might be useful to the committee. Currently I am the Operations Manager at Northwest Native Development Fund with a primary focus on Grant Research and Retaining, as well as financial projection and budget allocation for our \$8.2 million dollar organization and \$3.5 million dollar lending portfolio. I also bring experience with human resources management, business planning and development, and portfolio management. I have been in the non-profit finance industry for 5 years, with my current position held for the past 3 years. I am a full-time resident of Frankfort, MI.

Thank you for your consideration. Please let me know if you require any further information. I can be contacted at chrisc@thenndf.org or by telephone at 231-734-3951.

Sincerely,



Christopher Cote
Operations Manager
Northwest Native Development Fund

3232 S Scenic Hwy
Frankfort, MI 49635

chrisc@thenndf.org
734.395.1445

245
Exp
12-31-2021

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FEB 25 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Correspondence

Present: Chairman Bob Rosa Manager Matt Skeels
Vice-Chairman James Bowers Clerk Jennifer Kolinske
Member Ted Mick

The January 09, 2020 minutes were accepted as presented.

Motion by Commissioner Rosa and supported by Commissioner Mick to pay bills #46838 to #46883 in the amount of \$219,020.97 and Payroll #2 & #2a for \$83,993.35, Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Cash Summary: Clerk Kolinske presented the Cash Summary to the board.

Work Summary:

Mike Johnson Shop Foreman/Facility Manager – New pickup trucks will arrive next week. The new plow truck will be another 4-5 weeks. The LED light conversion resulted in a savings of more than \$3200.00 just in the main building, for the last 9 months. Discussion on carbide blades.

Scott Fasel Superintendent – Crew doing an excellent job. The tree crew is happy with the loader. The state has money that will allow us to replace some failing culverts. Update on the Slip Line Experiment on Mick Road.

Matt Skeels Manager – reported on information he received from 911 Director, Rebecca Hubers regarding the Reebok Ragnar Relay Race in Benzie County. The tower move has been successful.

Public Input – Alan Leman requested that a copy of the Draft Minutes be available to the public at the board meetings.

Standing guest: Gary Sauer, County Commissioner – Gave a report on the latest meeting of the Benzie County Board of Commissioners as well as activities and events in and around the county.

Items Before the Board:

Driveway Variance for Larry Biehl – Mr. Biehl requested a variance for a driveway on a section of property that is 73.55 feet wide while the minimum requirement is 74.00 feet wide. Motion by Commissioner Bowers and supported by Commissioner Rosa to grant the variance to Mr. Biehl. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Resolution 2020-03 Selling of 2021 Federal-Aid – Presented by Commissioner Mick and supported by Commissioner Bowers to approve selling of our 2021 Federal Aid. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Annual Appointment of Clerk & Deputy Clerk – Motion by Commissioner Rosa and supported by Commissioner Mick to appoint Jennifer Kolinske - Clerk and Patricia Cote - Deputy Clerk for the Board of the Benzie County Road Commission for calendar year 2020. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

North Mitten Race – Board approved request letter from Janice Davison to hold the annual 2020 North Mitten Race at Crystal Mountain. Motion to approve the request by Commissioner Bowers and supported by Commissioner Mick. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

CRA Board of Directors Ballot – Motion by Commissioner Bowers and supported by Commissioner Mick to cast our vote to re-appoint Burt Thompson to the CRA Board of Directors. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Approve Signers for MDOT Electronic Signing Program and the Homestead Road Contract #20-5010 – Motion to approve Commissioner Rosa, Matt Skeels, Scott Fasel and Jennifer Kolinske as MDOT electronic signers, and Commissioner Rosa and Manager Skeels to sign the Homestead Road contract. Motion presented by Commissioner Bowers and supported by Commissioner Mick. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Bank CD 1.4% Due to Roll-Over February 2020 – Motion to renew with Independent Bank presented by Commissioner Rosa and supported by Commissioner Mick. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Correspondence/Information/Discussion:

1st QTR 2020 Financials – Presented by Clerk Kolinske

Wexford & Manistee Building Visits – Manager Skeels gave a summary of the visits.

School Property – Manager Skeels spoke with Benzie Central Superintendent Matt Olsen about the school located next to the Road Commission. He stated that the school intends to sell the property.

Local Road Share Balances for 2020 – conversation regarding Platte Township and Lake Township pooling funds for Saffron Road.

Saffron Road – need an estimate before discussions with Lake and Platte Townships.

Paving Bids & Material Bids Opening – Manager Skeels discussed the opening of the bids. The Board would like this to occur at the regularly scheduled open meetings of the Board of Road Commissioners.

Public Input: Gary Sauer asked about the process for holding asphalt bidders to specifications.

Board Round Table: Clerk Kolinske updated the board on the costs associated with the Hooker, Skinner and Dymond Road structures

Meeting Adjourned at 12:05 p.m.

Robert Rosa, Chairman

Jennifer Kolinske, Clerk

Patricia Cote, Deputy Clerk

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A special meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at the Road Commission offices in Honor, Michigan on Thursday February 6, 2020 at 9:00 a.m.

Present: Chairman Bob Rosa
Vice-Chairman James Bowers
Member Ted Mick
Manager Matt Skeels
Clerk Jennifer Kolinske

The agenda was accepted as presented.

Public Input – None.

Items Before the Board:

Resolution 2020-04 Homestead Road Project MDOT Contract #20-5010 – the Motion to approve Resolution 2020-04 on the Homestead Road Project MDOT Contract #20-5010 was presented by Commissioner Bowers and supported by Commissioner Mick. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Public Input: None.

Meeting Adjourned at 9:15 a.m.

Robert Rosa, Chairman

Jennifer Kolinske, Clerk

Patricia Cote, Deputy Clerk

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FEB 25 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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3

**BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT
SPECIAL BOARD OF HEALTH MEETING
Wednesday, February 26, 2020 2:00 p.m.
Connie Binsfeld Resource Center,
7401 E. Duck Lake Road
Lake Leelanau, Mi 49653**

Chairperson Gary Sauer called the meeting to order at 2:00pm.

Members Present:

Dr. Barbara Conley - Leelanau County Member at Large
Gary Sauer - Benzie County Board of Commissioners
Tony Ansorge - Leelanau County Board of Commissioners
Carolyn Rentenbach – Leelanau County Board of Commissioners
Linda Farrell – Benzie County Board of Commissioners

Staff Present:

Lisa Peacock – Health Officer
Dodie Putney – Director of Administrative Services
Michelle Klein - Director of Personal Health

Guests Present- none

Pledge of Allegiance

Approval of the Agenda:

Motion By: Rentenbach to approve the agenda.

Seconded By: Farrell

Voice vote: 5 yeas 0 nay 0 excused **Motion carried**

Public Comment – none

Leelanau Early Childhood Millage Planning & Development Agreement:

Peacock presented the Leelanau County Board of Commissioners' signed Millage Planning & Development Agreement for Board of Health approval to proceed with planning and development for the Early Childhood Health Services millage under the interim agreement between Leelanau County and BLDHD.

Board Members shared concerns about grammatical errors within the Agreement as well as the Agreement termination notice which states only (30) days written notice. A change had been requested for (90) days written notice for termination of the Agreement between Leelanau County and BLDHD but was not achieved.

Motion By: Rentenbach to accept the Leelanau Early Childhood Millage & Development Agreement as presented.

Seconded By: Farrell

Roll Call Vote: 5 yeas 0 nay 0 excused **Motion carried**

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FEB 28 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Public Comment-none

Board Comments-none

Adjourn: The meeting adjourned at 2:39 pm

Gary Sauer, Chair

Renee Youker, Recording Secretary

DRAFT

Handwritten initials "H" inside a circle.

BENZIE COUNTY
PARKS AND RECREATION COMMISSION

Cathy Demitroff- Chair
Tad Peacock- Vice Chair
Barb Skurdall- Secretary
Sean Duperron

Ted Mick
Rhonda Nye
Charles Kraus
Ed Hoogterp
Susan Zenker

Regular Meeting
January 27, 2020
Benzie County Government Center

Vice Chair Tad Peacock called the meeting to order at 5:02pm.

Present: Charles Kraus, Susan Zenker, Rhonda Nye, Ed Hoogterp, Ted Mick, Sean Duperron, Barbara Skurdall, Tad Peacock

Absent: Cathy Demitroff

Others Present: Sue Brown, Jim Hamp and Dave Wynne

Election of Officers:

Peacock opened the floor for nominations for Chair; Nye nominated Demitroff, Skurdall Seconded. After three nomination requests, no other nominations made. Demitroff to remain Chair. All in favor, Motion carried.

Peacock opened the floor for nominations for Vice Chair. Duperron nominated Peacock, Skurdall seconded. After three nomination requests, no other nominations were made. Peacock to remain Vice Chair. All in favor, motion carried.

Peacock opened the floor for nominations for Secretary. Zenker nominated Skurdall, Nye seconded. Skurdall to remain secretary. All in favor, Motion carried.

Peacock moved approval of agenda; Zenker moved to approve; Kraus supported, with change of adding the names of our guests. All in Favor, Motion Carried.

Peacock moved approval of December 16th regular meeting minutes; Correction to be made: Recreational Facilities and Access section: change from Bestie walking trail to Betsie Valley Trail. Kraus motioned to approve minutes as amended, Hoogterp supported. All in favor. Motion carried.

Public Input: Guest Dave Wynne, President of the Crystal Lake Watershed Association, presented a resolution to the board for approval of chemical treatment of Eurasian Water Milfoil, as we are owners of a portion of the bottom land in Crystal Lake. A survey of Crystal Lake and all aquatic plants within

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FEB 25 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Crystal Lake was conducted and it determined one invasive species at present time which is, Eurasian Water Milfoil. We know of historical records EWM has been in our lake for about 25 years, however at present there are approximately 6.05 acres of EWM in our approximately 10,000 acre lake. Crystal Lakes EWM has not hybridized, yet. It has been determined the best and most cost effective method to prevent EWM from hybridizing is to treat with chemical treatment. This would need to be done once early in the season and once late in the season, by a specially licensed applicator. In order to treat permission is required from every land owner where Eurasian Water Milfoil is present. After approval and before the first application a 7 day notice must be put in the newspaper and people will be asked to stay out of the water for 24 hours after treatment. Crystal Lake Watershed is looking for a three year treatment plan, there would be no cost to the county for treatment.

Hoogterp moved to approve the resolution as written, Skurdall seconded. All in favor, motion carried.

No other public input at this time.

Committee Reports:

Railroad Point: Nye did not have anything to share regarding Railroad Point.

Point Bestie Lighthouse: Hoogterp updated on the design work for the road end project at Point Betsie Road and Lake Michigan under a Coastal Zone Management grant. The plans remain unchanged from the last time the commission looked at them. The grant period has been extended through June of this year to allow for time to resolve an issues. One issue being the 8 foot-wide ramp for handicapped access. The State Department of Environment and EGLE wants to limit that ramp to 5 feet wide. When planning is finished from funding is available, more will most likely need to be raised.

Hoogterp also shared an update on the Shoreline Protection System. The first step is getting a Historic Structure Report that details problems and recommend possible fixes. A request for that work has been put out. Bid proposals will be opened Feb. 18 and anticipating going to the Board of Commissioners the following week for approval of contract. Project preliminary estimate is around a million dollars, paid by donations to the Friends.

Trail Reports: Duperron shared we have funding to do significant work in a section of the trail that needs desperately needs it. Trail from Elberta Board walk and M22 Crossing, to start towards sections D and E of beach to beach trail concept. Includes area that is part of Elberta Land Holdings development. Trying to work out an arrangement to allow trail through their private space, that is currently for sale.

Recreational Facilities & Access: Nye shared that Sara with SRP designs will start a preliminary plan for the carry in boat launch at the outlet. There had been a miscommunication between if the preliminary meeting or plan would start first. There has since been clarification, Sara will start the preliminary concept and the meeting will happen after.

Zada Price Park: Peacock shared we received the grant from the Grand Traverse Band for the stairs at Zada Price Park. Around a \$7500 project, band providing about \$5,000 of that. Going through the commissioners, then to SEEDS and the conservation district is somewhat overseeing the project.

Peacock met with Image 360 on Friday and started the preliminary planning on signage. Do we have a logo that could go on the signs? Nye to check with Ann. If we do not have one, do we want to design one? The funds for the signage are being held at the conservation district.

Recreational Programs: Skurdall reported there is support for the Ice Rink, she is looking into ongoing funding to keep the ice rink going. Cottage Pros has volunteered to provide the ice rink, weather permitting. Not asking for donations at this time, just access to water.

Skurdall shared the Nordic Rocks program started Friday at Betsie Valley Elementary, and is having a successful turnout.

Old Business:

New Business: Approval of 2020 schedule: May 25th change to 18th due to Memorial Day. No meeting in November. Peacock shared the idea of not meeting all 12 months of the year. Do we need to meet every month or could we cancel a couple meetings? Skurdall shared they previously had met every other month, and that did not work. It was discussed that it may be better to schedule the meetings, then cancel as needed. Hoogterp moved to approve the schedule with the change to the May date, Zenker seconded. All in favor, Motion carried.

Public Input: None

Correspondence:

Other Business: There was discussion regarding where to send visitors for winter activities such as snowshoeing, tubing, cross country skiing. Zenker to check with the Chamber of Commerce to see if they have any information as to the local areas to snow shoe, cross country ski, etc. If Chamber does not currently have anything, we could see if Elizabeth would help come up with something to guide visitors to those areas.

No other business to come before the board.

Meeting adjourned at 6:01pm

Minutes respectfully submitted by Kassie Leach, Recording Secretary

 Barbara Skurdall, Secretary

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Joyfield Township
PO Box 256
Benzonia, MI 49616

February 25, 2020

Benzie County
448 Court Place
Beulah, MI 49617

RE: Joyfield Township Master Plan

To whom it may concern,

This letter is to provide notification to your office that Joyfield Township will begin the process of updating our Community Master Plan pursuant to Public Act 33 of 2008, the Michigan Planning Enabling Act.

Once a draft plan is approved for distribution, you will be provided with a link to an electronic copy for your organization's review and comment. Please feel free to contact me about any land use or community development issues pertinent to your organization or to the participating community which should be reviewed during the preparation of the plan.

Thank you,



Betsy Evans

Joyfield Township Planning Commission Chair
joyfieldpc.betsy@gmail.com
231-383-2798

Enclosure: List of organizations receiving this notification

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FEB 27 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Communities and organizations receiving the Joyfield Township intent to plan notice:

Blaine Township
Gilmore Township
Pleasanton Township
Benzonia Township
Weldon Township
Springdale Township
Benzie County
Manistee County
Networks Northwest
Benzie Transportation Authority
Manistee County Transportation, Inc.
Benzie County Road Commission
Manistee County Road Commission
Benzie County Parks and Recreation
Manistee County Recreation Association
Michigan Department of Environment, Great Lakes, and Energy
Michigan Department of Transportation – Traverse City
Michigan Department of Transportation – Cadillac
Consumers Energy
DTE/Michigan Consolidated Gas Company – Benzie
DTE/Michigan Consolidated Gas Company – Manistee
Cherryland Electric Cooperative
Amerigas Eagle Propane
Superior Energy Company

KALKASKA COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2020-09



RESOLUTION TO OPPOSE GOVERNOR WHITMER'S \$3.5 BILLION ROAD BOND DEBT

THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF KALKASKA COUNTY,
STATE OF MICHIGAN, STATES:

WHEREAS, the County Board of Commissioners of the County of Kalkaska, State of Michigan, pursuant to Michigan statute, is vested with the authority of administering the affairs of the County government of Kalkaska County, Michigan;

WHEREAS, the County Board of Commissioners of the County of Kalkaska, State of Michigan, have expressed concern with the debt and expenses to our taxpayers;

WHEREAS, Governor Whitmer first requested a \$.45 gas tax increase and rejected the Legislature's plan to invest an additional \$375 million without any tax increase;

WHEREAS, the State of Michigan already spends approximately \$4.5 billion a year on road repairs;

WHEREAS, Governor Whitmer is now planning the \$3.5 billion in state road bonds; bonds from between 2001 and 2011, costing approximately \$200 million annually, to be paid off in 2036;

WHEREAS, Governor Whitmer's plan will add more money to the bill and extend payments well into the future adversely affecting our children and grandchildren;

WHEREAS, Governor Whitmer's bonding plan will only effect high-traffic roads in the southern and metro areas of Michigan;

WHEREAS, the majority of roads, including rural roads, will have no benefit from this added and unnecessary debt;

WHEREAS, any road plans should include making sure every penny paid in taxes at the pumps goes to fix our roads, including the 6% sales tax drivers already pay. This alone would add \$800 million more per year to road repairs without raising taxes;

WHEREAS, the Kalkaska County Board of Commissioners oppose Governor Whitmer's plan to increase the bond debt by billions, when there are other alternatives.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Kalkaska County Board of Commissioners, that the County of Kalkaska, Michigan, be, and hereby, oppose Governor Whitmer's Road Bonding

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FEB 24 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

BE IT, FURTHER RESOLVED, that the Board directs the Clerk to forward a copy of this resolution to the Counties of the State of Michigan, the Michigan State Legislature and State Senators, and the Governor of Michigan.

This Resolution was adopted by the Kalkaska County Board of Commissioners at a Regular Meeting held at the Kalkaska County Governmental Center, Commissioner Chambers, Kalkaska County, Michigan, by a roll call vote of no less than four of the members of the County Board of Commissioners who are elected and serving, on this 19th day of February, 2020.

This Resolution was offered by Commissioner Comai. Supported by Commissioner Crambell.

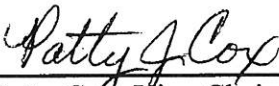
A roll call vote of Commissioners present: David Comai, Patty Cox, Craig Crambell Leigh Ngirarsaol, James Sweet and John West was taken and this Resolution was passed by a vote of: 6, 1 absent, Commissioner Kohn Fisher.

Those Commissioners voting in favor: Comai, Crambell, Ngirarsaol, Sweet, West, Cox.

Those Commissioners voting against: None

Those Commissioners abstaining/absent: Fisher

This Resolution Was Declared Adopted.

 2-19-2020
Patty Cox, Vice-Chairperson, Chair Pro-tem
Kalkaska County Board of Commissioners

I, the undersigned, Clerk of Kalkaska County, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Kalkaska County Board of Commissioners, at its Regular Meeting on February 19, 2020, the original of which is part of the Board's minutes.

 2/19/2020
Deborah L. Hill
Clerk of the Board of Commissioners of Kalkaska County

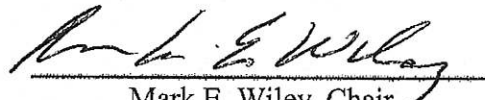
02-023

February 25, 2020

TO THE HONORABLE BOARD OF COMMISSIONERS:

We, the Board of Commissioners, hereby affirms that the rights protected by the Second Amendment and Article 1, Section 6 of the Michigan Constitution apply to all arms that are legally in use today by supporting the attached document.

Respectfully submitted,



Mark E. Wiley, Chair
Board of Commissioners

Approval by the Board of Commissioners
on February 25, 2020 by
ROLL CALL VOTE:

✓ C/BROWN ✓ C/GAMES ✓ C/WILEY
✓ C/CASWELL ✓ C/CAROLAN

VOTE: 5 YES 0 NO

AS AMENDED TO STRIKE THE WORDS "that are legally in use today" on the Resolution and attached document.

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FEB 26 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

RESOLUTION OF HILLSDALE COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Second Amendment of the United States Constitution affirms, "a well regulated Militia, being necessary to the security of a free state, the right of the people to keep and bear Arms, shall not be infringed," and

WHEREAS, the United States Supreme Court in "District of Columbia v. Heller", 554 U.S. 570 (2008), affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, including self-defense within the home and on their private property, and in "McDonald v. City of Chicago", 561 U.S. 742 (2010), affirmed that such rights are incorporated by the Due Process Clause of the Fourteenth Amendment against the states, and

WHEREAS, Article 1, Section 6, of the Michigan Constitution affirms, "every person has a right to keep and bear arms for the defense of himself and the state," and

WHEREAS, Article 1, Section 1, of the Michigan Constitution affirms, "all political power is inherent in the people. Government is instituted for the equal benefit, security, and protection," and

WHEREAS, the Hillsdale County Board of Commissioners wishes to express its deep commitment to securing and protecting the rights of all citizens of Hillsdale County to keep and bear arms, and

WHEREAS, each Hillsdale County Commissioner, as provided by Article IX, Section 1, of the Michigan Constitution (1963), took an oath to support the United States Constitution and the Michigan Constitution, and

WHEREAS, the Hillsdale County Board of Commissioners is concerned about, and wishes to express its opposition to, any law or current or future legislation containing language which could be interpreted as infringing the rights of the citizens of Hillsdale County to keep and bear arms, and

WHEREAS, the Hillsdale County Board of Commissioners wishes to express its intent to support fully the right to keep and bear arms and to oppose, within the limits of the Constitution of the United States and the State of Michigan, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens of Hillsdale County to keep and bear arms.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Hillsdale County Michigan:

That the Hillsdale County Board of Commissioners hereby expresses its intent to uphold the rights of the citizens of Hillsdale County, Michigan, as protected by the Second Amendment to the United States Constitution and Article 1, Section 6, of the Michigan Constitution, and

That the Hillsdale County Board of Commissioners hereby expresses its intent that it will not use county resources to infringe or restrict the rights of any citizen affirmed by the Second Amendment or Article 1, Section 6, of the Michigan Constitution, nor be used to aid any state or federal agency in infringing or restricting such rights, and

That the Hillsdale County Board of Commissioners affirms its support for the Hillsdale County Sheriff and the Hillsdale County Prosecuting Attorney, in the rightful exercise of their sound discretion to

ensure that unconstitutional firearms laws, which abridge these rights referenced above are not applied against any citizen of Hillsdale County, and

That the Hillsdale County Board of Commissioners hereby affirms that the rights protected by the Second Amendment and Article 1, Section 6 of the Michigan Constitution apply to all arms that are legally in use today.

BE IT FURTHER RESOLVED, that the Hillsdale County Board of Commissioners directs the County Clerk to forward a copy of this resolution to our State Representative, our State Senator, and our U.S. Congressman.

The undersigned clerk of the Board of Commissioners of the County of Hillsdale, hereby certifies that the resolution set forth above was adopted during an open meeting on 25 February, 2020, by the Board of Commissioners with the following votes:

Amended to strike the words "that are legally in use today." and changing who the County Clerk is directed to send to as follows: the Michigan State Legislature (House of Representatives and State Senators), the Governor of Michigan, all the Michigan U.S. Congressmen and the other 82 counties.

RECEIVED

FEB 26 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

(9)

LAKE COUNTY BOARD OF COMMISSIONERS

COUNTY OF LAKE

RESOLUTION TO DECLARE LAKE COUNTY TO BE A

"SECOND AMENDMENT SANCTUARY COUNTY"

2020-02

THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, STATE OF MICHIGAN, STATES:

WHEREAS, the County Board of Commissioners of the County of Lake, State of Michigan, pursuant to Michigan statute, is vested with the authority of administering the affairs of the County government of Lake County, Michigan, and is organized as a body corporate with powers and immunities provided by law, and to protect the health, safety, and welfare of the residents of Lake County and the employees of the Lake County government; and

WHEREAS, the Second Amendment to the United States Constitution, ratified in 1791 as part of the Bill of Rights, protects the right of the people to keep and bear arms; and

WHEREAS, the United States Supreme Court in District of Columbia v. Heller, 554 U.S.570 (2008), affirmed an individual's right to possess a firearm, unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated to the States by the Due Process Clause of the Fourteenth Amendment; and

WHEREAS, the United States Supreme Court in United States v. Miller, 307 U.S. 174 (1939), opinioned that possession or use of a firearm that has some reasonable relationship to the preservation of a well-regulated militia is protected by the Second Amendment; and

WHEREAS, Article I, Section 6 of the Michigan Constitution (1963) provides that "Every person has a right to keep and bear arms for the defense of himself and the state"; and

WHEREAS, it is the desire of this Board to declare its support of the Second Amendment to the United States Constitution and to the provisions of the Michigan Constitution which protect Lake County citizens' individual rights to keep and bear arms; and

WHEREAS, each Lake County Commissioner, as provided by Article IX, Section 1, of the Michigan Constitution (1963), took an oath to support the United States Constitution and the Michigan Constitution.

RECEIVED

FEB 27 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Lake County Board of Commissioners, that the County of Lake, Michigan, be, and hereby is, declared to be a "Second Amendment Sanctuary County."

IT IS FURTHER RESOLVED, that this Board affirms its support for the Lake County Sheriff and the Lake County Prosecuting Attorney, in the exercise of their sound discretion to not enforce against any citizen an unconstitutional firearms law.

BE IT, FURTHER RESOLVED, that the Board directs its staff to forward a copy of this resolution to the County's fellow county elected officials, the Michigan State Legislature (House of Representatives and State Senators), the Governor of Michigan and all of the Michigan U.S. Congressmen.

This Resolution was adopted by the Lake County Board of Commissioners at a regular meeting held at the Lake County Board Chambers, Lake County Courthouse, (Lake County, Michigan, by an affirmative vote of no less than four of the members of the County Board of Commissioners who are elected and serving, on this 26th day of February, 2020.

This Resolution was offered by Commissioner Dawn Martin, and supported by Commissioner Robert Sanders.

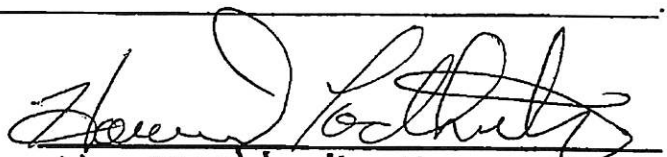
A roll call vote was taken, and this Resolution was passed by a vote of: 7-0.

Those Commissioners voting in favor: Martin, Arquette, Babulis, Sanders, Dermeyer, Walls, Lodholtz.


Those Commissioners voting against: 0.

Those Commissioners abstaining: 0.

The Resolution Was Declared Adopted.


Howard Lodholtz, Chairman
Lake County Board of Commissioners

ATTEST:



Patti Pacola
Lake County Clerk





Memorandum Administration Office

10

February 5, 2020

TO: Board of Commissioners

FR: Peter Garwood, Administrator

RE: Second Amendment Sanctuary Resolution

The purpose of this communication is not to sway you as a Board, one way or the other regarding whether or not to approve the proposed Second Amendment Sanctuary Resolution. The purpose is to provide you with factors and or potential consequences of approval as you weigh the decision. The following is provided as a result of the opinion received by legal counsel and follow up conversations with counsel.

The resolution if approve does two things:

1. Upon adoption Antrim County would be considered a "Second Amendment Sanctuary County". Keep in mind there is not a definition provided as to exactly what it means to be a sanctuary county.
2. It affirms its support for the Sheriff and Prosecuting Attorney who (using their sound discretion) chooses not to enforce/prosecute a law they decide unconstitutionally infringes on Second Amendment rights.

Factors to consider:

- In approving the resolution the Board of Commissioners would not be directing the Prosecuting Attorney or the Sheriff. The County Board of Commissioners lacks the authority and power to direct constitutional officers such as the Sheriff and Prosecuting Attorney in performing their duties under the law.
- A statute is considered constitutionally valid until the Courts (judicial branch) decides it is not.
- There is potential liability for the County if a lawsuit is filed against the Sheriff and/or Prosecuting Attorney under the Civil Rights Act of 1964. As you know, a county's liability in civil rights cases alleging a constitutional violation arises from claims that a policy, custom, practice or procedure of the county was the driving force behind the alleged constitutional violation. For example, the Legislature passes "red flag" gun laws that permit law enforcement to remove weapons including firearms from an individual if the individual is reported to law enforcement as being a threat to public safety. However, the Sheriff and/or the Prosecutor, in the exercise of

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FEB 27 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

their discretion, decide not to enforce the law because they deem it as infringing upon the individual's Second Amendment rights and hence unconstitutional. The individual subsequently goes on a shooting spree and injures and/or kills someone. The victim and/or his family subsequently brings a lawsuit against the Sheriff and/or Prosecutor alleging a violation of his constitutional rights under the Fourteenth Amendment Equal Protection and Due Process clauses. In this example, the law has not been declared unconstitutional by the courts. The Resolution could provide the basis for an argument that the County adopted a custom, practice or policy of encouraging the Sheriff and/or Prosecutor to breach their oath of office and duty by not enforcing laws passed by the Legislature which, resulted in damages to the plaintiff.

- A counter-argument could be made that the Resolution does not encourage the Sheriff and/or Prosecutor to do anything including, not enforcing laws that otherwise have not been declared unconstitutional by the courts. Instead, the Resolution simply indicates its support for the Sheriff and/or Prosecutor with regard to non-enforcement of laws that they consider as infringing upon Second Amendment rights.
- If the Sheriff or Prosecutor, exercising their "sound discretion", decide not to enforce a statute that has **not** been ruled unconstitutional by the Courts they would likely be taking on liability. If it is determined that the Sheriff and/or Prosecutor breached their oath of office and duties by refusing to enforce a validly enacted law that has not been declared unconstitutional by the courts, the County's insurance carrier could deny coverage. In such an event, the County may have to foot the entire legal expense of defending itself, the Sheriff and/or Prosecutor in civil proceedings initiated against them if it is determined that "support" as referenced in the proposed resolution means financial support. Alternatively, the Sheriff and/or Prosecutor may have to bear the expense of their own legal defense while the County would still have to pay its own legal costs.
- The use of term "support" raises questions about the type of support contemplated in the Resolution. MCL 691.1408 permits a county to pay for, engage, or furnish the services of an attorney to represent an officer or employee of the county in civil and/or criminal actions if the conduct occurred in the course of employment. If a Sheriff and/or Prosecutor are sued for injuries caused by their refusal to enforce a law because they deemed it to be unconstitutional as it pertains to Second Amendment rights, the Sheriff and/or Prosecutor could rely upon the statute and the Resolution to demand that the County pay for their legal expenses in defending against the civil action. Similarly, if criminal proceedings are initiated against either official, the County could be required to take on their legal expenses using the same rationale.
- It is important to note that the Resolution, if adopted, would be binding upon future Boards and applicable to future Sheriffs and Prosecuting Attorneys. Thus, by adopting the Resolution, the County Board would be expressing unconditional support for a future Sheriff and/or Prosecutor without any consideration of whether their decision not to enforce a Second Amendment law is sound. What if a Prosecutor or Sheriff decide that a law affecting Second

Amendment rights is unconstitutional but a reasonable reading of the law leads a majority of the County Board to conclude otherwise? Such a scenario could place the County Board in an untenable position.

As I stated earlier I relay this information not to sway the decision in any particular direction, but only in an attempt to provide you with the information needed to make an informed decision. I will, of course, be at the meeting for any questions that you may have regarding this memorandum.

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FEB 27 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

ANTRIM COUNTY BOARD OF COMMISSIONERS
RESOLUTION AFFIRMING THE BOARD'S SUPPORT OF
CONSTITUTIONAL RIGHTS

WHEREAS, we have been requested to adopt a proposed "Second Amendment Sanctuary County" resolution; and

WHEREAS, a statute by a legislative authority is considered constitutionally valid until a Court decides it is not; and

WHEREAS, our civil counsel has opined that adopting the proposed resolution raises questions of liability should an officer or employee of the County refuse to enforce a law not deemed unconstitutional; and

WHEREAS, when we assumed office, we all took an oath of office under which we swore to support the constitution of the United States, and the constitution of this State, and to faithfully discharge the duties of this office; and

WHEREAS, support of the constitution of the United States, includes all of its amendments, including the Second Amendment thereto; and

NOW THEREFORE, BE IT RESOLVED, the Antrim County Board of Commissioners reaffirms its commitment and pledges to support the constitution of the United States as well as the constitution of this State, including all amendments thereto.

BE IT FURTHER RESOLVED, that the Board direct its staff to forward a copy of this resolution to the County's elected representatives in the Michigan Legislature and United States Congress and to the Governor of Michigan.

Dated: February 6, 2020

RECEIVED

FEB 27 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

11

February 25, 2020

Minutes of a Scheduled Session of the Arenac County Board of Commissioners:

Chair Harold Woolhiser called the scheduled meeting of the Arenac County Board of Commissioners to order in the Arenac County Circuit Court Room in the County Courthouse in Standish, Michigan pursuant to public notice and the Michigan Open Meetings Act with the Board reciting the Pledge of Allegiance to the U. S. Flag.

Present: Commissioners: Adam Kroczaleski, Bobbe Burke, Harold Woolhiser, Lisa Salgat & Sally Mrozinski.

Approval of an Agenda:

Moved by Ms. Burke & 2nd by Mr. Kroczaleski to approve the proposed agenda noting an order of the day for Motion # 1; Second Amendment Sanctuary County Resolution and addition of a Closed Session with Arenac County Treasurer Dennis Stawowy for an update on the Lewandowski vs. Arenac County Lawsuit and rescheduling the ambulance millage question discussion with Scott Kiernicki until the next board meeting, being March 17th. Motion carried.

Order of the day: Motion 1: Arenac Co. Second Amendment Sanctuary County Resolution:

Moved by Mr. Kroczaleski & 2nd by Ms. Salgat to adopt the following resolution # 2020-02:

RESOLUTION 2020-02

RESOLUTION TO DECLARE ARENAC COUNTY TO BE A

"SECOND AMENDMENT SANCTUARY COUNTY"

THE ARENAC COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF ARENAC, STATE OF MICHIGAN, STATES:

WHEREAS, the County Board of Commissioners of the County of Arenac, State of Michigan, pursuant to Michigan statute, is vested with the authority of administering the affairs of the County government of Arenac County, Michigan, and is organized as a body corporate with powers and immunities provided by law, and to protect the health, safety, and welfare of the residents of Arenac County and the employees of the Arenac County government; and

WHEREAS, the Second Amendment to the United States Constitution, ratified in 1791 as part of the Bill of Rights, protects the right of the people to keep and bear arms; and

WHEREAS, the United States Supreme Court in District of Columbia v. Heller, 554 U.S. 570 (2008), affirmed an individual's right to possess a firearm, unconnected with the service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated to the States by the Due Process Clause of the Fourteenth Amendment; and

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Page 2: Arenac County Commissioner's Minutes of February 25, 2020:

WHEREAS, the United States Supreme Court in the United States v. Miller, 307 U.S. 174 (1939), opinioned that possession or use of a firearm that has some reasonable relationship to the preservation of a well-regulated militia is protected by the Second Amendment; and

WHEREAS, Article 1, Section 6 of the Michigan Constitution (1963) provides that "Every person has a right to keep and bear arms for the defense of himself and the state", and

WHEREAS, it is the desire of this Board to declare its support of the Second Amendment to the United States Constitution and to the provisions of the Michigan Constitution which protect Arenac County citizens' individual rights to keep and bear arms; and

WHEREAS, each Arenac County Commissioner, as provided by Article IX, Section 1, of the Michigan Constitution (1963), took an oath to support the United States Constitution

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Arenac County Board of Commissioners, that the County of Arenac, Michigan, be, and hereby is, declared to be a "Second Amendment Sanctuary County."

IT IS FURTHER RESOLVED, that the Board directs its staff to forward a copy of this resolution to the County's fellow county elected officials, the Michigan State Legislature (House of Representatives and State Senators), the Governor of Michigan and all of the Michigan U. S. Congressmen.

Roll Call Vote: Yes: Kroczaleski, Burke, Mrozinski, Salgat, & Woolhiser. No: None.

Resolution carries by a five (5) Yes to zero (0) no vote.

Chair ordered a that the Board take a 5 minute recess to allow public in attendance the opportunity to leave before the Board continued with scheduled business as well as offered anyone in attendance the option of remaining at the Board Meeting.

The Chair reconvened the meeting at about 1:45 P.M.

Public Comments: None.

Return to order of the day per the planned agenda:

Approval of Various Minutes:

Committee of the Whole of February 11th: Moved by Ms. Burke & 2nd by Ms. Salgat to approve the minutes as presented. Motion carried.

Board Minutes of February 11th: Moved by Ms. Salgat & 2nd by Ms. Mrozinski to approve the minutes with the correction of the spelling of the word facebook on page one. Motion carried.

Claims & Accounts: Book of Bills:

After review, moved by Mr. Kroczaleski & 2nd by Ms. Mrozinski to approve payment of the Book of Bills in the amount of \$38,568.38. Motion carried.

Chair noted that we have time until the scheduled closed session and the Board agreed to take care of specific motions on the agenda before Closed Session.

Page 3: Arenac County Commissioner's Minutes of February 25, 2020:

Motions to be acted upon: Motion 2: American Tower Lease for 911 Services:

After the discussion with 911 Director Yvonne King, it was moved by Ms. Burke & 2nd by Ms. Salgat to approve the proposed contract with American Tower and authorize the Chair to sign said on behalf of the County of Arenac. Motion carried.

Motion 3: Reappointment of Member to Arenac County EDC:

Moved by Ms. Burke & 2nd by Mr. Kroczaleski to appoint Patricia Killingbeck to a new term on the Arenac County Economic Development Commission ending December 31, 2025. Motion carried.

Closed Session Motion: Re: Lewandowski vs. Arenac County:

Moved by Ms. Salgat & 2nd by Mr. Kroczaleski to move into Closed Session with County Treasurer Dennis Stawowy and Board Secretary Jeri Klabis regarding status update in the Lewandowski vs. Arenac County.

Roll Call Vote: Yes: Burke, Mrozinski, Salgat, Kroczaleski, Woolhiser. No: None.

Motion carried by a five (5) yes to zero (0) no vote. The Board moved into Closed Session at 2 PM as scheduled.

At 2:07 P. M. it was moved by Mr. Kroczaleski & 2nd by Ms. Mrozinski to return to open session.

Roll Call Vote: Yes: Mrozinski, Salgat, Kroczaleski, Burke, & Woolhiser. Motion carried by a five (5) yes to zero (0) no vote. The Board returned to open session.

The Commissioners discussed the issue of need to contact a neighboring county regarding backup Soil Erosion and Sediment Control Inspection Services. The issue will be revisited at a later meeting.

Order of the Day: Mr. Chris Pinter, Bay Arenac Community Mental Health"

Mr. Chris Pinter, Director of Bay Arenac Community Mental Health presented the Commissioners with a handout of specific information regarding programming that Bay-Arenac Community Mental Health Services is involved directly and indirectly and further noted that the two resolutions that the Board was involved in both were successful drives and legislation followed to initiate corrective actions. One was keeping the Caro Center Project active and the other was Local Match obligations in the State Budget. He also noted that Peer 360 is now active at the County Jail and many other services are active via the Sterling Area Health Project, but BAMH and related struggle to attempt to offer many services due to lack of providers. He noted that Arenac County is being scheduled for Mobile Services for Opioid Treatment Programming via the Arenac Center site on M-61 in Standish. He further noted that the program has been delayed due to the loss of a provider in another county serviced where over 250 regularly serviced clients lost their only provider. He further noted that the Governors proposed budget allocates an additional amount of \$5 million for Community Mental Health Programming, with the caveat that it be from local programming funds. He further suggests that there will be many redesigns in the future of Mental Health provisioning and of course funding will be the deciding factor regarding such.

The Chair thanked Mr. Pinter for his presentation and the handout distributed to Commissioners and for the work BAMH and Associated Programs provide.

Page 4: Arenac County Commissioner's minutes of February 25, 2020:

Homeland Security Grant Discussion:

Commissioners discussed the deadline date of the end of April for completion of pending Fiscal Year 2017 Homeland Security Grant Program and the respective proposals approved for funding and the need to have them in place timely to allow for submission of data required by the grant, including proof of payment and whatever other requirements. Board to contact Ed Rohn regarding status and Board Office will be working to update any cost estimates of proposed purchase of items. It was noted that the allocation is approximately \$27, 000.

Adjournment:

There being no further business, the Chair declared the meeting to be adjourned at 3:15 P.M.

Sincerely,

Attest: _____
Harold Woolhiser, Chair of the Board

Ricky R. Rockwell
Arenac County Clerk

CHARLEVOIX COUNTY BOARD OF COMMISSIONERS

COUNTY OF CHARLEVOIX

RESOLUTION TO DECLARE CHARLEVOIX COUNTY TO BE A

"SECOND AMENDMENT SANCTUARY COUNTY"

(12)

THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF CHARLEVOIX, STATE OF MICHIGAN, STATES:

WHEREAS, the County Board of Commissioners of the County of CHARLEVOIX, State of Michigan, pursuant to Michigan statute, is vested with the authority of administering the affairs of the County government of CHARLEVOIX County, Michigan, and is organized as a body corporate with powers and immunities provided by law, and to protect the health, safety, and welfare of the residents of CHARLEVOIX County and the employees of the CHARLEVOIX County government; and

WHEREAS, the Second Amendment to the United States Constitution, ratified in 1791 as part of the Bill of Rights, protects the right of the people to keep and bear arms; and

WHEREAS, the United States Supreme Court in District of Columbia v. Heller, 554 U.S. 570 (2008), affirmed an individual's right to possess a firearm, unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated to the States by the Due Process Clause of the Fourteenth Amendment; and

WHEREAS, the United States Supreme Court in United States v. Miller, 307 U.S. 174 (1939), opined that possession or use of a firearm that has some reasonable relationship to the preservation of a well-regulated militia is protected by the Second Amendment; and

WHEREAS, Article I, Section 6 of the Michigan Constitution (1963) provides that "Every person has a right to keep and bear arms for the defense of himself and the state"; and

WHEREAS, it is the desire of this Board to declare its support of the Second Amendment to the United States Constitution and to the provisions of the Michigan Constitution which protect CHARLEVOIX County citizens' individual rights to keep and bear arms; and

WHEREAS, each CHARLEVOIX County Commissioner, as provided by Article IX, Section 1, of the Michigan Constitution (1963), took an oath to support the United States Constitution and the Michigan Constitution.

RECEIVED

FEB 28 2020

**DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617**

20-013

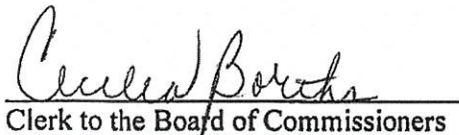
NOW THEREFORE, IT IS HEREBY RESOLVED, by the CHARLEVOIX County Board of Commissioners, that the County of CHARLEVOIX, Michigan, be, and hereby is, declared to be a "Second Amendment Sanctuary County."

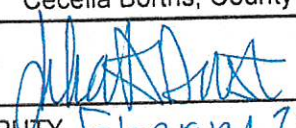
IT IS FURTHER RESOLVED, that this Board affirms its support for the CHARLEVOIX County Sheriff and the CHARLEVOIX County Prosecuting Attorney, in the exercise of their sound discretion to not enforce against any citizen an unconstitutional firearms law.

BE IT, FURTHER RESOLVED, that the Board directs it's staff to forward a copy of this resolution to the County's fellow county elected officials, the Michigan State Legislature (House of Representatives and State Senators), the Governor of Michigan and all of the Michigan U.S. Congressmen.



Chairman of the Board


Clerk to the Board of Commissioners

CERTIFIED	
Cecelia Borths, County Clerk	
	
DEPUTY	DATE February 27, 2020

February 26, 2020

13

RESOLUTION

Declaration of Charlevoix County as Constitutional Sanctuary

WHEREAS, the County Board of Commissioners of the County of Charlevoix, State of Michigan, pursuant to Michigan statute, is vested with the authority of administering the affairs of the County government of Charlevoix County, Michigan, and is organized as a body corporate with powers and immunities provided by law, and to protect the health, safety, and welfare of the residents of Charlevoix County and the employees of the Charlevoix County government; and

WHEREAS, it has been requested that Charlevoix County adopt a proposed "Second Amendment Sanctuary County" resolution; and

WHEREAS, the Second Amendment to the United States Constitution, ratified in 1791 as part of the Bill of Rights provides, "A well-regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed"; and

WHEREAS, Article I, Section 6 of the Michigan Constitution (1963) provides that "Every person has a right to keep and bear arms for the defense of himself and the state"; and

WHEREAS, the Constitution of the United States established America's national government and fundamental laws, and guaranteed certain basic rights for its citizens, including but not limited to the Bill of Rights and all of the amendments to the Constitution of the United States; and

WHEREAS, the Constitution of the State of Michigan (1963) was established providing, "We, the people of the State of Michigan, grateful to Almighty God for the blessings of freedom, and earnestly desiring to secure these blessings undiminished to ourselves and our posterity, do ordain and establish this constitution" established to form ourselves into a free and independent state; and

WHEREAS, the Constitution of the United States of America AND the Constitution of the State of Michigan provide certain rights of its residents as defined and declared in the ratified documents; and

WHEREAS, all those guaranteed certain basic rights for its citizens, shall not be infringed. Furthermore, the Charlevoix County Board of Commissioners will ensure the ability of Charlevoix County residents to own and keep firearms; and

RECEIVED

FEB 28 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

20-024

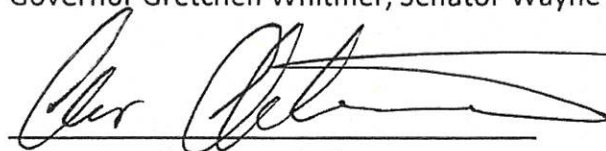
WHEREAS, each Charlevoix County Commissioner, as provided by Article IX, Section 1, of the Michigan Constitution (1963), took an oath of office to support the United States Constitution and the Michigan Constitution.

WHEREAS, the definition of the word Sanctuary is defined to mean a place of refuge or safety.

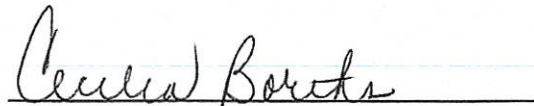
NOW THEREFORE BE IT RESOLVED, that the Charlevoix County Board of Commissioners, declares that the County of Charlevoix, Michigan, be, and hereby is, declared to be a "Constitutional Sanctuary County"; and

BE IT FURTHER RESOLVED, that the Charlevoix County Board of Commissioners affirms its support for the Charlevoix County Sheriff and the Charlevoix County Prosecuting Attorney, in the exercise of their sound discretion to not enforce against any citizen a law determined by the courts to be unconstitutional; and

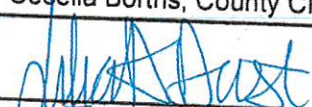
The Clerk of the County of Charlevoix is directed to forward copies of this resolution to Governor Gretchen Whitmer, Senator Wayne Schmidt and Representative Triston Cole.



Chairman of the Board of Commissioners



Clerk to the Board of Commissioners

CERTIFIED	
Cecelia Borths, County Clerk	
	
DEPUTY	DATE February 27, 2020

MENOMINEE COUNTY BOARD OF COMMISSIONERS

Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858

Jason Carviou – County Administrator
Sherry DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839

RESOLUTION 2020-08

RESOLUTION TO DECLARE MENOMINEE COUNTY A "SECOND AMENDMENT SANCTUARY COUNTY"

WHEREAS, the County Board of Commissioners of the County of Menominee, State of Michigan, is vested with the statutory authority of administering the affairs of Menominee County, is an organized body with powers and immunities established by law, and entrusted to protect the health, safety, and welfare of the citizens of Menominee County; and

WHEREAS, the Second Amendment of the United States Constitution declares "A well-regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed"; and

WHEREAS, the United States Supreme Court in District of Columbia v. Heller, 554 U.S. 570 (2008), affirmed an individual's right to possess a firearm, unassociated with service in a militia, and to use that firearm for lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear Arms" is established by the Second Amendment, and is incorporated to the States by way of the Due Process Clause of the Fourteenth Amendment; and

WHEREAS, the United States Supreme Court in United States v. Miller, 307 U.S. 174 (1939), opinioned that possession or use of a firearm that has some reasonable relationship to the preservation of a well-regulated militia is protected by the Second Amendment; and

WHEREAS, Article I, Section 6 of the Michigan Constitution (1963) declares that "Every person has a right to keep and bear Arms for the defense of himself and the State"; and

WHEREAS, the Menominee County Board of Commissioners desires to declare its support of the Second Amendment to the United States Constitution and of the State of Michigan Constitution, collectively, which protect the individual rights of the citizens of Menominee County to keep and bear Arms; and

WHEREAS, each individual Commissioner in Menominee County took an oath to support and defend the United States Constitution and the State of Michigan Constitution.

Steven Gromala

Gerald Piche – Chairperson

William Cech – Vice Chairperson

Larry Phelps

Larry Johnson Jr.

Jan Hafeman

David Prestin

Bernie Lang


Larry Schei

NOW, THEREFORE, BE IT RESOLVED, that Board of Commissioners for the County of Menominee hereby declare the County of Menominee, Michigan a “Second Amendment Sanctuary County”; and

BE IT FURTHER RESOLVED, that the Menominee County Board of Commissioners affirms its support for the Menominee County Sheriff and the Menominee County Prosecuting Attorney in the exercise of their sound judgment to not enforce any statute or law that is contrary to the rights established by the United States Constitution and the State of Michigan Constitution.

Roll call vote: AYES: 5 NAYS: 2

RESOLUTION DECLARED ADOPTED.


Gerald Piche, Chairman

2/25/2020
Date

STATE OF MICHIGAN)
) ss.
COUNTY OF MENOMINEE)

I hereby certify that the foregoing is a true and complete copy of **Resolution 2020-08** adopted by the County Board of Commissioners at a regular meeting held on **February 25, 2020**, and I further certify that the public notice of such meeting was given as provided by law.


Marc Kleiman, Menominee County Clerk

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FEB 28 2020
DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

15

MONROE COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO DECLARE ITS SUPPORT FOR THE

"SECOND AMENDMENT IN MONROE COUNTY, MICHIGAN"

THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, STATE OF MICHIGAN, STATES:

WHEREAS, the County Board of Commissioners of the County of Monroe, State of Michigan, pursuant to Michigan statute, is vested with the authority of administering the affairs of the County government of Monroe County, Michigan, and is organized as a body corporate with powers and immunities provided by law, and to protect the health, safety, and welfare of the residents of Monroe County and the employees of the Monroe County government; and

WHEREAS, the Second Amendment to the United States Constitution, ratified in 1791 as part of the Bill of Rights, protects the right of the people to keep and bear arms; and

WHEREAS, the United States Supreme Court in *District of Columbia v. Heller*, 554 U.S.570 (2008), affirmed an individual's right to possess a firearm, unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

WHEREAS, the United States Supreme Court in *McDonald v. Chicago*, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated to the States by the Due Process Clause of the Fourteenth Amendment; and

WHEREAS, the United States Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), opinioned that possession or use of a firearm that has some reasonable relationship to the preservation of a well-regulated militia is protected by the Second Amendment; and

WHEREAS, Article I, Section 6 of the Michigan Constitution (1963) provides that "Every person has a right to keep and bear arms for the defense of himself and the state"; and

WHEREAS, it is the desire of this Board to declare its support of the Second Amendment to the United States Constitution and to the provisions of the Michigan Constitution which protect Monroe County citizens' individual rights to keep and bear arms; and

WHEREAS, each Monroe County Commissioner, as provided by Article XI, Section 1, of the Michigan Constitution (1963), took an oath to support the United States Constitution and the Michigan Constitution.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Monroe County Board of Commissioners, the Board of Commissioners declares, through the adoption of this Resolution, their support for the Second Amendment of the U.S. Constitution and for Section 6 of Article I of the Michigan Constitution, relating to the right of Monroe County citizens to keep and bear arms.

IT IS FURTHER RESOLVED, that the Monroe County Board of Commissioners, hereby, declares its intent that public funds of the county not be used directly or indirectly, to restrict the Second Amendment rights of the citizens of Monroe County to keep and bear arms; nor shall this Board appropriate any funds to aid in the unnecessary and unconstitutional restriction of rights under the Second Amendment; nor shall this Board appropriate any funds for enforcement of unconstitutional laws against the people of Monroe County; and

IT IS FURTHER RESOLVED, that the Monroe County Board of Commissioners, hereby, declares its intent to oppose unconstitutional restrictions on the right to keep and bear arms through such lawful means as may be expedient; and

IT IS FURTHER RESOLVED, that the Board of Commissioners directs its staff to forward a copy of this Resolution to every Michigan Board of County Commissioners, the Michigan State Legislature (House of Representatives and State Senate), the Governor of Michigan, and all Michigan U.S. Congressional Representatives.

This Resolution was adopted by the Monroe County Board of Commissioners at a regular meeting held at the Monroe County Board Chambers, Monroe County Courthouse, Monroe County, Michigan, by an affirmative vote of no less than five of the members of the County Board of Commissioners who are elected and serving, on this 18th day of February, 2020.

This Resolution was offered by Commissioner Jerry Oley, and supported by Commissioner J. Henry Lievens.

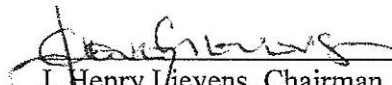
A roll call vote was taken and this Resolution was passed by a vote of: 9-0.

Those Commissioners voting in favor: David Hoffman, Mark Brant, Dawn Asper, George Jondro, Jason Turner, Jerry Oley, David Swartout, Greg Moore, Jr. and J. Henry Lievens.


Those Commissioners voting against: None

Those Commissioners abstaining: None

The Resolution was declared adopted.


J. Henry Lievens, Chairman
Monroe County Board of Commissioners

ATTEST:


Sharon D. Lemasters
Monroe County Clerk

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

millages including those that support roads, veterans, the commission on aging, senior centers and animal control; and

WHEREAS, the primary reason offered by DDA officials to extend TIF 97 beyond December 31, 2027, is the future tax revenue capture is necessary to finance the construction of a new parking deck; and

WHEREAS, the proposed parking deck could be financed from parking revenue generated from parking fees instead of the capture of county taxes used to fund critical and necessary services; and

WHEREAS, by proposing an extension of TIF 97 to finance the parking deck, the DDA does not intend to use parking revenue generated from the parking deck after it is constructed and operating to finance the proposed project; and

WHEREAS, H.B. 5330/S.B. 723 give a local unit of government like Grand Traverse County the ability to approve a TIF plan extension when the amended plan involves a project that generates revenue and less than ½ of that revenue is to be pledged to retire any debt issued to construct or equip that project; and

WHEREAS, the proposed legislation would apply to the extension of TIF 97 because it involves a project, a parking deck that generates revenue, and less than ½ revenue is to be pledged; and

WHEREAS, H.B. 5330/S.B. 723 are fair, reasonable, and give local units of government a much needed voice whenever a DDA or other similar authority seeks to continue to capture tax revenue that is critical to fund necessary services.

THEREFORE, THE GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS resolves to support the passage of H.B. 5330/S.B. 723 requiring local unit of government approval for certain amendments to approved tax increment financing plans or development plans because the proposals would give local units of governments a much needed voice whenever a downtown development authority or similar authority seeks to extend tax increment financing plans or development plans.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Senator Wayne Schmidt, Representative Larry Inman, Senator Ken Horn, Chair of the Economic and Small Business Development Committee, Representative James Lower, Chair of the Local Government and Municipal Finance Committee, the Michigan Association of Counties, all other Michigan County Board of Commissioners, the City Commission of Traverse City, the Traverse City Downtown Development Authority and the other local units of government whose taxes are being captured by the Traverse City Downtown Development Authority.



Resolution 24-2020

Date: February 28, 2020

Grand Traverse County Board of Commissioners Resolution of Support of Passage of House Bill 5330 and Senate Bill 730 – Proposed Legislation Requiring Local Unit of Government Approval of Certain Amendments to Approved Development Plans or Tax Increment Financing Plans

WHEREAS, the Re-codified Tax Increment Financing Act, Public Act 57 of 2018, currently does not permit local units of government like Grand Traverse County to approve a proposed extension of a tax increment financing plan or development plans (“TIF plans”) adopted by a downtown development authority (“DDA”) or similar authority;

WHEREAS, without such approval, Grand Traverse County and other units of government have no ability to opt out of a proposed extension, which means that a DDA or other authority has the ability to unilaterally extend TIF plans for multiple years and multiple times so that TIF districts exist in perpetuity and tax capture could continue forever; and

WHEREAS, on October 27, 1997, the City of Traverse City Commission adopted a tax increment financing and development plan (referred to as “TIF 97”), which provides for a proposed tax capture until December 31, 2027 from certain local units of government to finance various projects in the northern section of downtown Traverse City within the Downtown Development District; and

WHEREAS, since 1997, TIF 97 has captured over \$4,000,000 of tax revenue that would have funded County programs and services;

WHEREAS, a DDA ad hoc committee has adopted a resolution recommending that the City Commission extend TIF 97 for an additional 13 years beyond December 31, 2027; and

WHEREAS, if the City Commission extends TIF 97 for another 13 years, Grand Traverse County, beginning in 2028, would lose an additional estimated \$9,000,000 in general operating millage tax revenue that would support the general operation of County services such as police, 911/central dispatch, emergency management, courts, parks and community health; and

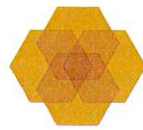
WHEREAS, the proposed extension would not only impact general operating revenue, but would result in a loss of \$3,000,000 in revenue generated from voter approved dedicated

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MAR 05 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

10:00



BENZIE
SENIOR RESOURCES

Be connected. Be supported. Be home.

2020 Senior Millage The Next Four Years

1

Benzie Senior Resources

Benzie Senior Resources is proud to be celebrating 45 years of serving the seniors of Benzie County.

The mission of Benzie Senior Resources is to provide exceptional services, resources and trusted care to support Benzie seniors. Benzie Senior Resources exists to enrich the lives of all Benzie seniors by identifying focused priorities designed to maximize resources to meet community needs. The staff, volunteers and Board are committed to providing services, resources and creative, innovative leadership in order to make Benzie County a livable, age-friendly community that promotes senior dignity and independence.

No matter the age or situation, we have professional, reliable services to help keep Benzie seniors living independently – with dignity – in their own homes.

What sets us apart from others?

- Affordability
- Trained Staff and Volunteers
- Highly satisfied clients
- Dedicated Staff and Volunteers
- No minimum hours required
- Dependable
- 60 + years experience
- Partner in care because we care

2

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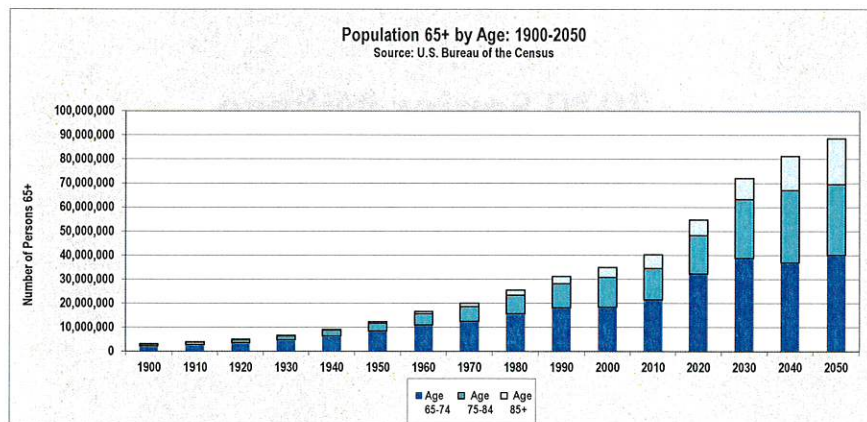
MAR 05 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

1

Aging Statistics

The older population--persons 65 years or older--numbered 39.6 million in 2010 (the latest year for which data is available). They represented 12.9% of the U.S. population, about one in every eight Americans. By 2030, there will be about 72.1 million older persons, more than twice their number in 2000. People 65+ represented 12.4% of the population in the year 2000 but are expected to grow to 19% of the population by 2030.



This chart shows large increases in the 65+ population from 3.1 million in 1900 to 35 million in 2000 to a projected 72 million in 2030.

3

Statistics for Benzie County

- Total number of persons age 60+ is forecast to grow 27% from 2010 to 2020. From 5,155 to 6,531 with the most significant growth occurring in the 65-80 age group (38%)
- By 2020, the 60+ population will comprise 37% of the total population
- 60% of households in the villages and City of Frankfort are age 55+
- 24% of households age 60+ in Benzie County live in owner-occupied housing that lacks a complete kitchen or plumbing, is over-crowded, or the monthly expenses exceed 30% of household income (land rich, income poor)
- 12.5% of households age 55+ have income less than \$15,000
- 24% of our clients are below the federal poverty income level which is less than \$12,750 a year.

Source: American Community Survey Data

4

Statistics for Benzie County

- Another 43% of clients are living on the cusp of poverty between 101% and 150% of the federal poverty guidelines or less than \$19,100 a year.
- Overall, 67% of the seniors BSR serves are struggling financially and without BSR they could not afford the costs of private home care agencies to remain in their homes.
- The typical BSR client is a widowed female and is 86 years old. She has limited family and friend support. On average she has 4-6 diagnosed chronic diseases and is homebound due to her frail condition.

Source: American Community Survey Data

5



BENZIE
SENIOR RESOURCES

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Projected Growth of Core Programs

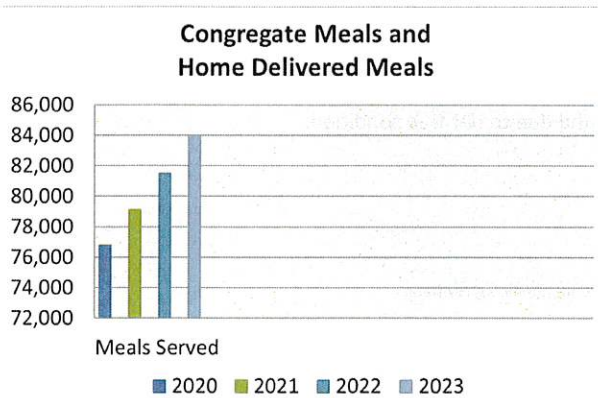
6

Nutrition Programs

From 2015 to 2019, the total number of meals served by Benzie Senior Resources has increased on average 5.2% per year. In 2015, we provided a total of 60,732 meals and in 2019 that number grew to 76,496.

Projected Grow through 2023:

If we take the 3% projected yearly increase in the 60+ population, the amount of meals served will reach an estimated 84,000.

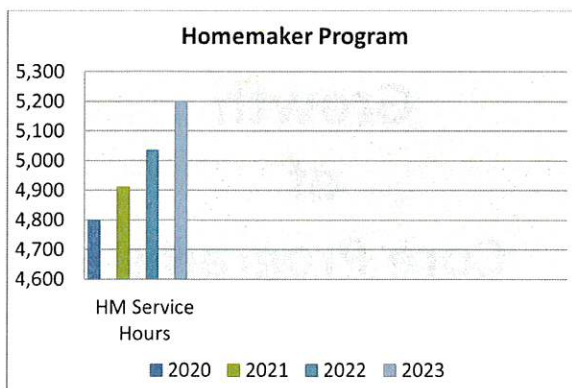


7

Homemaker Program

From 2015 to 2019, the total number of service hours increased on average 5.8% per year. In 2015, a total of 3,631 service hours were provided and in 2019 that number grew to 4,680.

With the projected increases over the next 4 years, the number of service hours will increase to 5,200 by 2023.



8

Snow Removal Program

From 2015 to 2019, the Snow Removal Program grew by 22%. In 2015, we had 127 clients enrolled in the program and in 2019, that number increased to 154 clients.

With the projected increase over the next 4 years, the number of clients will increase from 158 to 175.

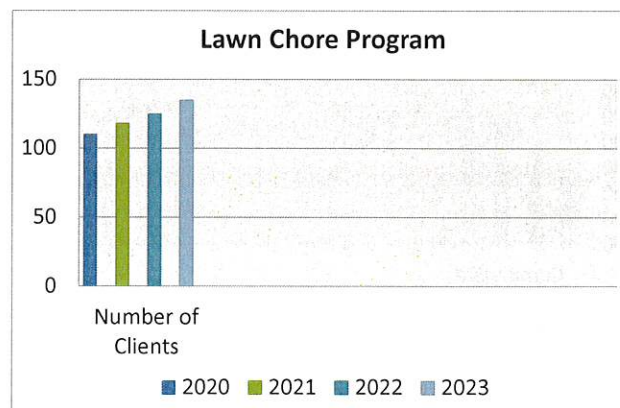


9

Lawn Chore Program

From 2015 to 2019, the Lawn Chore Program grew by 81%. In 2015, we had 57 clients enrolled in the program and in 2019, that number increased to 103.

With the projected increase over the next 4 years, the number of clients will increase to 135.

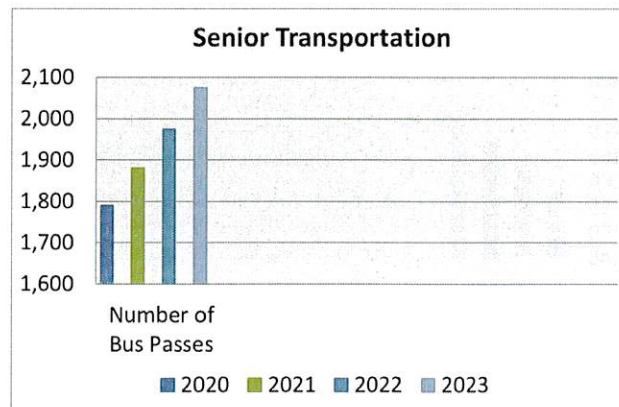


10

Senior Transportation – Benzie Bus

Since 2015, the number of Benzie Bus Passes purchased for seniors 60 and older has increased by 25%.

We anticipate a yearly increase of 5% over the next 4 years. From 1,790 punch cards in 2020 to 2,075 by 2023.

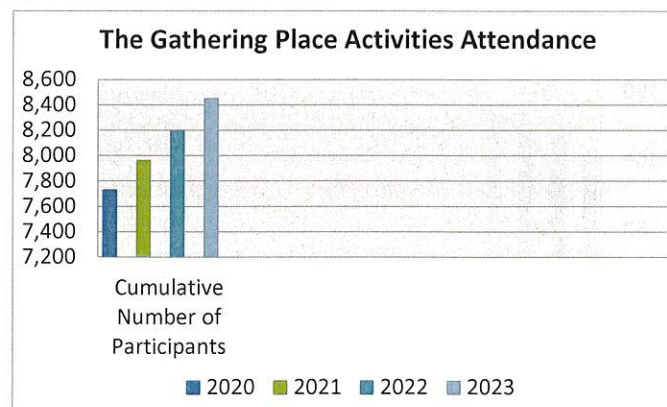


11

The Gathering Place Activities Attendance

Since 2015, the cumulative number of individuals participating in the activities offered at The Gathering Place has increased by 48%.

We anticipate an average yearly increase of 3% over the next 4 years. From a total of 7,730 in 2020 to 8,450 in 2023. Based on the responses from those who participated in The Gathering Place Survey, we expect an increase as we incorporate new activity programming offerings, both on and off site.

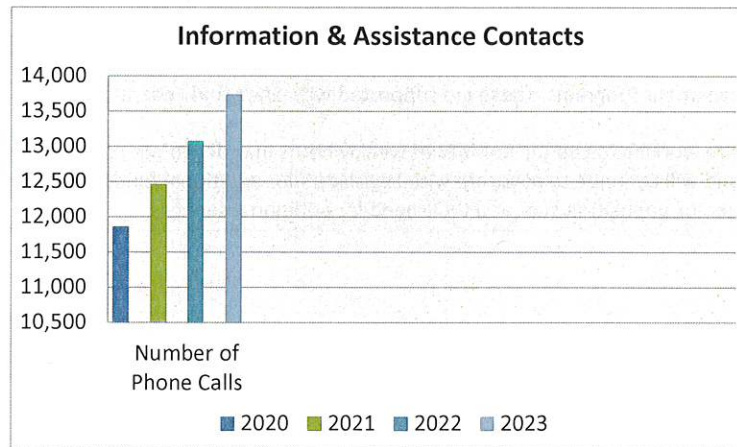


12

Information & Assistance Contacts

Since 2015, the number of contacts Benzie Senior Resources has assisted with phone calls and visits has increased by 47%.

We anticipate an average yearly increase of 5% over the next 4 years. From a total of 11,860 in 2020 to 13,730 in 2023.



13

In-Home Services

Respite, Personal Care, Medication Management and RN Assessments

The In-Home Services Department has shown the most significant growth for Benzie Senior Resources since 2016.

From October 2016 to September 2019, the following increases have occurred:

- 96% increase in number of clients served
- 93% increase in number of Med Management clients
- 37% increase in the number of Personal Care Visits
- 220% increase in the number of hours for sliding scale fee clients
- 51% increase in the number of In-Home Care hours

14

In-Home Services

Respite, Personal Care, Medication Management and RN Assessments

The In-Home Services will continue to expand over the next 4 years, and efforts are underway to work with Area Agency on Aging as funds become available to get those clients who are eligible for Medicaid into the Waiver and Care Management Programs. These are supported with State and Federal funds.

We are working to cap the number of weekly hours in order to not have a waiting list and will continue to advocate with Legislators for additional funding based on the senior population shift and their need for additional services.

15

Other Programs

We offer another 14 support services that have enabled BSR to be at the forefront in delivering services to seniors that improve their quality of life, health and safety, social support systems and ability to stay in their own homes.

With these support services, we rival many other COA's and, in fact, are one of just a handful of COA's that have an oral healthcare program and an essential needs fund that helps those who are facing financial hardships with utilities, transportation, housing repairs, medical, etc. Both programs have made a significant impact on many. In 2019, we celebrated having helped 100 individuals with dental care.

For the last four years, since the launch of the Senior Essential Needs Fund, we have received requests for financial assistance from 98 older adults age 60 and older totaling \$74,520. We were able to help **all 98** individuals. This was accomplished with funding from multiple agency collaborations including Benzie County Community Chest, GT Area Community Foundation, churches, governmental agencies and funds from Benzie Senior Resources.

16

CONCLUSION

The millage has been supported by taxpayers for many years and Benzie Senior Resources has been good stewards of those dollars. The Senior Millage provides 55% of our total revenue. Since 2015, BSR has obtained over \$1,059,840 in donations, grants and fundraising to enhance the many exceptional services for the seniors of Benzie County.

The Benzie Senior Resources Board of Directors recommends the following:

- Renewal at the current rate at .85 mills
- 4 years
- Place on the August 4, 2020 Ballot

With the anticipated growth in property valuations which will increase the millage dollars and the continuation of grants, fundraising, donations, charge for fees and state and federal funds, BSR will be able to meet the growing needs of Benzie seniors by providing services to the seniors of Benzie County over the next 4 years.

Dawn Olney

10:15

From: Timothy Figura <tfigura@figuralaw.com>
Sent: Thursday, March 5, 2020 9:11 AM
To: Mitch Deisch; Chuck Clarke
Cc: eric@houghtoncounty.net; Dawn Olney; Susan Boyd; Dick Figura; Art Jeannot
Subject: Re: Baird contract
Attachments: 13325.101_Betsie Point - Benzie Cty - Baird contract tjf edit 2.pdf

Mitch,

A few more sticking points came up after I discussed the contract with Dick this morning, and I am attaching a slightly updated draft of the contract. The new changes primarily address indemnification provisions. We have also determined a more efficient solution to the statute of limitations issue in 10.3. The changes are still minor, and I believe that they should not be a concern to Baird.

Please let us know if we may assist further,

TIm

From: Mitch Deisch <MDeisch@benzieco.net>
Date: Thursday, March 5, 2020 at 7:17 AM
To: Chuck Clarke <cclarke@chartermi.net>
Cc: "eric@houghtoncounty.net" <eric@houghtoncounty.net>, Dawn Olney <DOlney@benzieco.net>, Susan Boyd <sboyd@Benzieco.net>, Dick Figura <rfigura@figuralaw.com>, Timothy Figura <tfigura@figuralaw.com>, Art Jeannot <AJeannot@benzieco.net>
Subject: FW: Baird contract

Chuck,

Please see the attached e-mail from County Attorney's regarding the Baird contract. As I do not have a Word document to work from or have the contact information of the Baird, please reach out to them and have them make the necessary changes to the contract.

Based upon timing, County Clerk Dawn Olney will put the current (draft) contract on the 3/10/2020 agenda under action items. On Tuesday, we will inform the BOC of the changes made based upon the County Attorney recommendations.

I believe the changes are minor in nature and should not be a concern to Baird.

Commissioner Art Jeannot was copied on this e-mail based upon him being the liaison to the Point Betsie Lighthouse Committee.

Please contact me with any concerns or comments. Thank you for all of your efforts to preserve this historic monument in Benzie County.

Mitchell D. Deisch
Benzie County Administrator
448 Court Place
Beulah, MI 49617

231-882-0558

From: Timothy Figura <tfigura@figuralaw.com>
Sent: Wednesday, March 4, 2020 7:33 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Cc: Dick Figura <rfigura@figuralaw.com>
Subject: Baird contract

Mitch,

My concerns with the contract are addressed here, as well as in the attached document.

1. I recommend that section 3.1 be updated to include the words "not to exceed" before the contract price of \$45,550.00. While rarely a problem, using a "not to exceed" figure is a good way to prevent the contract from getting out of control. to The contract can always be modified by the board if the county wishes to increase the fee.
2. Section 10.3 includes a two year statute of limitations on legal actions by the county against the contractor. Michigan has a statutory 6-year statute of limitations for contracts, and I don't see any reason for the county to allow this time to be reduced for this contract.
3. Section 15.1 and 15.2 deal with the contractor's insurance, and a sentence should be included to require \$1,000,000.00 limits as indicated.

This should cover it!

Please let me know if I may assist further,

Timothy J. Figura, Esq.

FIGURA LAW OFFICE
11470 S. Leelanau Hwy, Ste. 105
PO Box 447
Empire, MI 49630
231-326-2072

"Working for a better community through law"

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

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

This is an Agreement made as of February 25, 2020 between Benzie County (Owner) and W.F. Baird & Associates Ltd. (Consultant). The Owner desires to make improvements to the shoreline protection system at Betsie Point Lighthouse.

These works (henceforth described as the Project) have engineering and design aspects, and the Owner is having the Consultant undertake certain investigations and analyses to support the Project as provided in this Agreement. The Scope of Services of this Agreement may, from time to time, be revised with the agreement of the Owner and Consultant.

Owner and Consultant, in consideration of their mutual representations herein, agree in respect of the performance of professional services by the Consultant and the payment for those services by the Owner as set forth below.

TERMS OF AGREEMENT FOR PROFESSIONAL SERVICES

Article 1 - Services of Consultant

1.1 The Scope of Services is described in the documentation contained in Exhibit A, which is hereby made a part of this Agreement.

1.2 Exhibit A is accepted for scope of services only. The terms and conditions shall be governed by this Agreement.

1.3 In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances at the time of this Agreement.

Article 2 - Period of Service

2.1 The period of service shall be until the end date of the agreed schedule, or this Agreement is terminated by either the Owner or Consultant.

2.2 The rates of compensation stated in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. Should delays in the progress of the work occur through no fault of the Consultant, an equitable adjustment shall be made to the Consultant's compensation.

not to exceed

Article 3 - Compensation

3.1 For the satisfactory completion of the services rendered in accordance with this Agreement, the Owner shall pay the Consultant a fee based upon a fixed fee of \$45,550 (forty-five thousand five hundred fifty dollars), inclusive of direct expenses and but exclusive of applicable taxes.

RECEIVED

MAR 05 2020

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Article 4 - Payment to Consultant

- 4.1 The Owner shall pay the Consultant based upon the fee stated in the Agreement.
- 4.2 Progress payments shall be based upon an estimate of the percentage of the work completed, using the Consultant's internal accounting records.
- 4.3 Any additional work requested by the Owner or other work that is not specifically stated in the Scope of Services which is attached as Exhibit A shall be considered extra work beyond the fixed fee. The Consultant shall be compensated for such work in accordance with the Consultant's Standard Fee Schedule which is attached as Exhibit B. This Standard Fee Schedule shall be updated January 1 of each year.
- 4.4 The Consultant shall provide estimates of fees and expenses for any additional work task(s) prior to undertaking the work. If changes in the estimates are required, they shall be discussed with the Owner for advance approval.
- 4.5 The Consultant shall submit monthly invoices to the Owner for payment.
- 4.6 The Owner shall make prompt monthly payments to the Consultant in response to the invoices. All invoices are due within thirty (30) days of the invoice date. Unpaid balances at the due date are subject to a monthly finance charge of 1% (12% annually) until paid, or the maximum allowed by law, whichever is less.
- 4.7 If unpaid balances remain longer than sixty (60) days after the date of the original invoice, the Consultant may suspend services under this Agreement without liability until the Consultant has been paid in full. The Consultant shall give written notice seven (7) days in advance of the suspension of services.

Article 5 - Schedule

- 5.1 The effective date for the Consultant's work under this Agreement is February 25, 2020.
- 5.2 The Owner agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Article 6 - Owner's Responsibilities

- 6.1 The Owner shall do the following in a timely manner so as not to delay the Consultant: 1) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and give required approvals within a reasonable time; 2) Provide all

criteria and full information as to the Owner's requirements for the Project; 3) Report promptly in writing to the Consultant any fault or defect in the Consultant's services or non-conformance with the provisions of this Agreement. Consultant shall have the right to rely on information provided by the Owner.

Article 7 - Risk Allocation

7.1 The Owner acknowledges and understands the potential risks with the Project, and agrees to limit the risk to the Consultant to what is a commercially reasonable amount of protection from various types of liability in connection with the various types of risks associated with the Project. The Owner therefore agrees to limit the Consultant's liability to the Owner and to all contractors and subcontractors on the Project, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of the Consultant shall not exceed the amount of the Consultant's fee.

Article 8 - Indemnification

8.1 The Owner shall indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, to the extent that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, errors or omissions, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the Consultant), or anyone for whose acts any of them may be liable, except to the extent the Owner's liability is protected by governmental immunity.

8.2 The Consultant shall indemnify and hold harmless the Owner, its officers, directors, and employees (collectively, Owner) from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, to the extent that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, errors or omissions, and/or strict liability of the Consultant, anyone directly or indirectly employed by the Consultant, or anyone for whose acts any of them may be liable.

8.3 Neither the Owner nor the Consultant shall be obligated to indemnify the other party in any manner for the other's own negligence.

Article 9 – Hazardous Materials

9.1 Definition: As used in this Agreement, the term hazardous materials shall mean any substances, including, but not limited to, asbestos, toxic or hazardous waste, PCBs, combustible gases, mould and materials (as each of these is defined in applicable statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

9.2 Both parties acknowledge that the Consultant's Scope of Services does not include any services related to the detection or removal of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of

its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the Project site is in full compliance with all applicable laws and regulations.

9.3 The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorney's fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

9.4 In consideration of the substantial risks to the Consultant in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the Project site, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either expressed or implied, strict liability or any other causes, against the Consultant, its officers, directors, employees or subconsultants (collectively, Consultant), which may arise out of or may in any way be connected to the presence of such hazardous materials. The Owner acknowledges that the Consultant is not and shall not be required to be in any way an "arranger," "generator," "operator" or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable statutes.

Article 10 - Dispute Resolution

10.1 In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to formal nonbinding mediation unless the parties mutually agree otherwise.

10.2 The Owner and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to also include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

relating to professional malpractice

10.3 The Owner agrees that no legal action shall be commenced against the Consultant after two (2) years from the date of substantial completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

10.4 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, employees, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the

Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Article 11 - Third Parties

11.1 Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Owner or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have a claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

except as provided by law

Article 12 - Opinions of Cost

12.1 Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable construction cost are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional, but the Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from cost estimates prepared by the Consultant. If prior to the bidding or negotiating phase the Owner wishes greater assurance as to costs, Owner shall employ an independent cost estimator outside of this Agreement.

Article 13 – Suspension and Termination of Services

13.1 If the Owner fails to make prompt payment for services when due, or is otherwise in breach of this Agreement, the Consultant may, after giving seven (7) calendar days' written notice, suspend services under this Agreement until the Consultant has been paid in full. The Consultant shall have no liability to the Owner for any costs or damages as a result of such action.

13.2 The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Owner may terminate or suspend the Consultant's service at any time upon paying all sums due the Consultant and giving the Consultant ten (10) days prior written notice by registered mail stating the reason for such termination or suspension. The Consultant shall be paid for all services and costs of termination.

Article 14 - Ownership of Documents

14.1 All documents, including drawings and specifications, and all information contained in electronic files prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information; however, such documents are not intended or represented to be suitable for reuse by Owner or others for extensions of the Project or for use on any other project.

14.2 Any reuse of the documents without written verification or adaptation by Consultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Owner shall indemnify and hold harmless Consultant and Consultant's independent professional associates and consultants from all claims, damages, and losses arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Owner and Consultant.

14.3 The shelf life of electronic files is limited. The information contained in electronic files transmitted to Owner shall be considered acceptable for a period of two months from the date of issue, after which Consultant shall not be held liable for deterioration of data.

14.4 Sealed documents, drawings and specifications shall be considered the actual contract deliverables. Electronic files shall be provided for Owner's convenience only. In the event that a conflict between the information contained within electronic files and that contained within the sealed documents, drawings and specifications occurs, the sealed documents, drawings and specifications shall take precedence.

Article 15 - Insurance

15.1 The Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

15.2 The Consultant shall also maintain professional and general liability insurance.

Limits of Liability for General Liability and Automobile Liability shall be a minimum of \$1,000,000 per occurrence, and aggregate.

Article 16 - Applicable Laws

16.1 The Consultant is a licensed engineering corporation in the State of Wisconsin. This Agreement is to be governed by the laws of Wisconsin. Venue for any claims arising out of this Agreement shall be in Madison, Wisconsin.

16.2 The Consultant's federal identification number is 39-1585880.

Article 17 - Successors and Assigns

17.1 Owner and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect to all agreements and obligations of this Agreement.

17.2 Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge this assignor from any duty or responsibility under this Agreement.

Nothing contained in this paragraph shall prevent Consultant from employing such independent professional associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

Article 18 – Construction Phase Services

18.1 When construction phase services are included in the Agreement, Consultant will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Construction Documents. Consultant is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

18.2 In the event that Consultant's Scope of Services does not include design phase services, Consultant shall not be responsible for the accuracy, completeness or adequacy of the design. Under such circumstances, the Owner agrees to defend, indemnify, and hold harmless Consultant from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from the design of the Project.

18.3 The Owner shall require the Contractor to indemnify and hold harmless the Consultant and all of its personnel and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Contractor's services, provided that any such claim, damage, loss or expenses is caused in whole or in part by the negligent act, omission, and/or strict liability of the Contractor, anyone directly or indirectly employed by the Contractor (except the Consultant), or anyone for whose acts any of them may be liable. The Owner shall require the Contractor to name the Consultant as an Additional Insured on the Contractor's General Liability policy on a primary and non-contributory basis. The Owner will require the Contractor to name the Consultant as a certificate holder and provide copies of amendatory endorsements evidencing compliance with the Additional Insured requirement.

Article 19 – Agreement

19.1 This Agreement, consisting of pages 1 to 8, inclusive, and Exhibits A and B constitutes the entire Agreement between the Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power and authority to execute this Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:
Benzie County
448 Court Place
Beulah, MI 49617

Consultant:
W.F. Baird & Associates Ltd.
2924 Marketplace Dr., Suite 200
Madison, WI 53719

BY: _____
Signature

Typed Name

Title

BY: _____
Signature

Typed Name

Title

Exhibit A

Scope of Services

(or PROPOSAL)



Proposal for Historic Structures Report for the Shoreline Protection System

Point Betsie Lighthouse

February 14 2020 | P13352.100.P1.Rev0

Baird.
Innovation Engineered.

baird.com

Proposal for Historic Structures Report for the Shoreline Protection System

Point Betsie Lighthouse

Prepared for:

Prepared by:



Benzie County and The Friends of Point Betsie Lighthouse, Inc.
448 Court Place
Beulah, MI 49617

Baird.
Innovation Engineered.

W.F. Baird & Associates Ltd.

For further information, please contact
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www.baird.com

P13352.100.P1.Rev0

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Revision	Date	Status	Comments	Prepared	Reviewed	Approved
Rev0	2/14/2020	FINAL		RPA	EAL	EAL

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This document was prepared by W.F. Baird & Associates Ltd. for Benzie County and The Friends of Point Betsie Lighthouse, Inc.. The outputs from this document are designated only for application to the intended purpose, as specified in the document, and should not be used for any other site or project. The material in it reflects the judgment of Baird in light of the information available to them at the time of preparation. Any use that a Third Party makes of this document, or any reliance on decisions to be made based on it, are the responsibility of such Third Parties. Baird accepts no responsibility for damages, if any, suffered by any Third Party as a result of decisions made or actions based on this document.

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1. Introduction

1.1 Project Understanding

With the development of natural resources of the Midwest in the mid-19th century, the Point Betsie Lighthouse was established in 1858 to safeguard navigation interests in the upper Great Lakes. It was one of the first lighthouses on the Great Lakes and was an important wayfinding and lifesaving station into the 20th century, and it operates as a working aid to navigation today. It is a defining landmark of the eastern Lake Michigan shore and is well-loved by people throughout the region, being added to the National Register of Historic Places in 1984.



Figure 1.1: Point Betsie Lighthouse ca. 2003

By the late 1860s, measures were being taken to “prevent the displacement of sand” from under the lighthouse foundation, followed by further repairs in the 1890s to strengthen the foundations, including shoreline protection. Like many structures built on the shores of the Great Lakes, it has been subject to the assaults of time and weather. The return to high water levels on Lake Michigan following historic lows only a few years earlier has exacerbated the need for robust shoreline protection for sites along the lakeshore. (Figure 1.2)

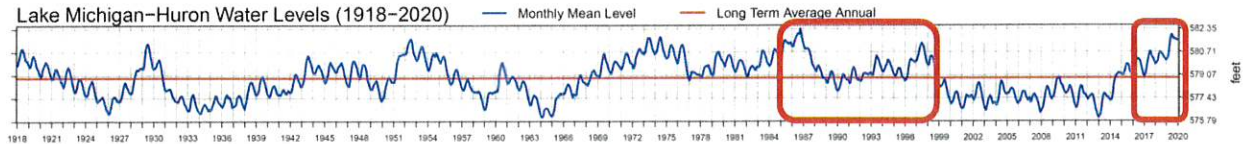


Figure 1.2: Lake Michigan-Huron Monthly Average Water Levels (1918 - Present)

High lake levels increase the depth of waves which strike the shoreline, correspondingly increasing their energy and the potential damage they can inflict. Lower water levels also create their own set of hazards, as the wave energy from storms dissipates on a lower stratum of the shore, creating an effect known as lakebed downcutting (Figure 1.3). The combination of these cycles creates the potential for undermining existing shoreline protection and may result in greater than anticipated damage to structures along the shore.

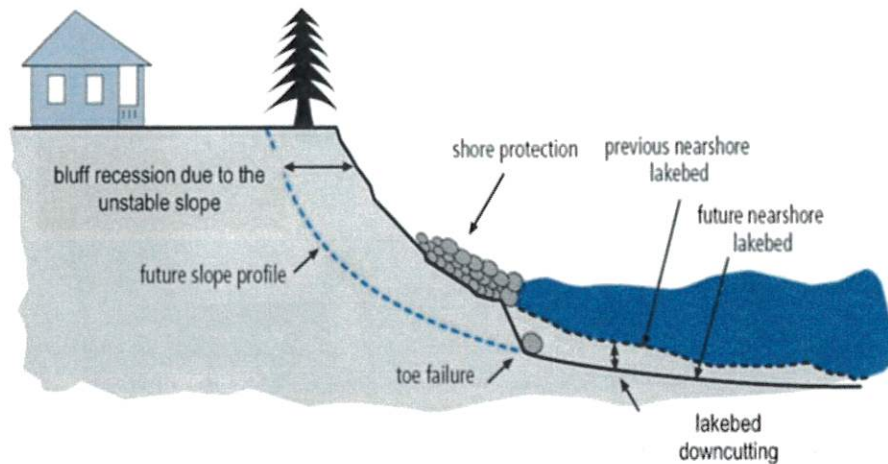


Figure 1.3: Diagram of Lakebed Downcutting

Baird is currently engaged in multiple projects around the Great Lakes to assess, design, and manage construction of shoreline protection, building on our almost 40 years of experience in the region. Baird understands that the Friends of the Point Betsie Lighthouse, Inc. would like to engage a specialized coastal engineering firm to assess the structures protecting the Point Betsie Lighthouse, draft an addendum to the 2005 Historical Structures Report (HSR) compiled by Quinn Evans Architects, and propose a preliminary design for improving the existing shoreline protection system. An introduction to our company is provided below.

1.2 W.F. Baird & Associates Ltd. (Baird)

Since 1981, Baird has been exclusively dedicated to providing professional engineering and technical services to support the design and operation of coastal and water resources infrastructure on oceans, lakes, and rivers. During our nearly 40-year history Baird has only worked where water meets land. We have been recognized for the successful completion of innovative and practical projects for various USACE Districts and state DNRs. In addition, we are committed to excellent customer service and rapid client response and have an unprecedented depth of expertise gained from decades of work in the most challenging environments around the world.

Baird provides professional engineering and technical services to support the planning, design, construction, and operation of coastal, river, ecosystem restoration, and flood risk management projects. Our services cover a full range of coastal planning including plan formulation, general investigations, feasibility studies,

environmental analysis, value engineering, peer reviews, site data collection, engineering and design, production of plans and specifications, cost estimates, and construction support including site supervision and monitoring during operation.

We aim to be at the cutting edge of science and engineering related to planning and design of all projects where water meets land. We have our own internal research and development program to support our vision. These efforts include development and improvement of numerical models and systems to describe the probability of flood and erosion damage from wave action and precipitation associated with extreme events. Baird has extensive experience in evaluating risk and vulnerability from individual structures to coastwide flood risk reduction and erosion protection systems.

Baird has a wide range of experience addressing coastal engineering challenges throughout the Great Lakes and beyond. Similar to this challenge, we are currently supporting the USACE New York District with the rehabilitation of a stone revetment shore protection structure for Montauk Point Lighthouse on Long Island. Specific details regarding the Montauk project are provided below.



Figure 1.4: Baird Great Lakes Project Location Map

2. Relevant Project Experience

Montauk Point Lighthouse, Long Island, New York

Client: USACE New York District
Contact: Mr. Jamal Sulayman, 917.790.8299



Under Baird's 5-year Small Business IDIQ for the USACE NY District, Baird completed an ITR of the 90% design for a comprehensive rehabilitation of the revetment that protects Montauk Point and its lighthouse, a National Historic Landmark. Baird's scope of work included a site visit, review of historical records on the design, construction and performance of the existing structure, and the modeling and analyses undertaken by the USACE to develop the 90% design, which has an estimated cost of \$24M. Baird identified a number of potential refinements in the design

that could provide improve constructability and/or reduce cost.

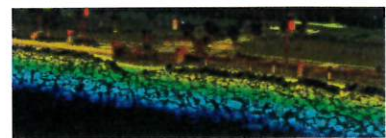
Lakefront Park Damage Assessment and Repair Design, Whiting, Indiana, Lake Michigan

Client: City of Whiting, IN
Contact: Mr. Joseph Stahura, 219.659.7700

The City of Whiting completed a major redevelopment of Whiting Lakefront Park in 2012-2013, including the construction of a 2,230 ft long shoreline revetment around the park. The revetment, designed by others, was damaged in several locations during three storms that occurred in 2013-2014. Baird was retained by the City to oversee the execution of emergency repair works, to assess the cause of damage, and to develop preliminary designs and costs for comprehensive rehabilitation/upgrade works for the revetment.

Baird's scope for the emergency repair works included identification of priority areas for repairs, assessment of alternatives, liaison with the nominated contractor and oversight of the construction work. Subsequently, Baird undertook comprehensive field investigations, numerical modelling, and empirical analyses of waves and wave-structure interactions to determine the damage mechanism(s) and support design development for rehabilitation/upgrade works to minimize the risk of future damage. In addition, Baird completed a coastal processes study to assess sedimentation in the boat launch basin and to identify alternative solutions to this problem. Baird also acted as an expert witness for the City to support their claim against the original designer of the shoreline improvement works. Relevant project features included:

- Comprehensive field investigations, including UAV and MBS surveys, to document existing conditions
- Numerical modeling of waves, nearshore hydrodynamics, and sediment transport
- Damage assessment and design development for comprehensive rehabilitation/upgrade works
- Alternative assessment and concept design development for measures to address sedimentation problem



Proposal for Historic Structures Report for the Shoreline Protection System
Point Betsie Lighthouse

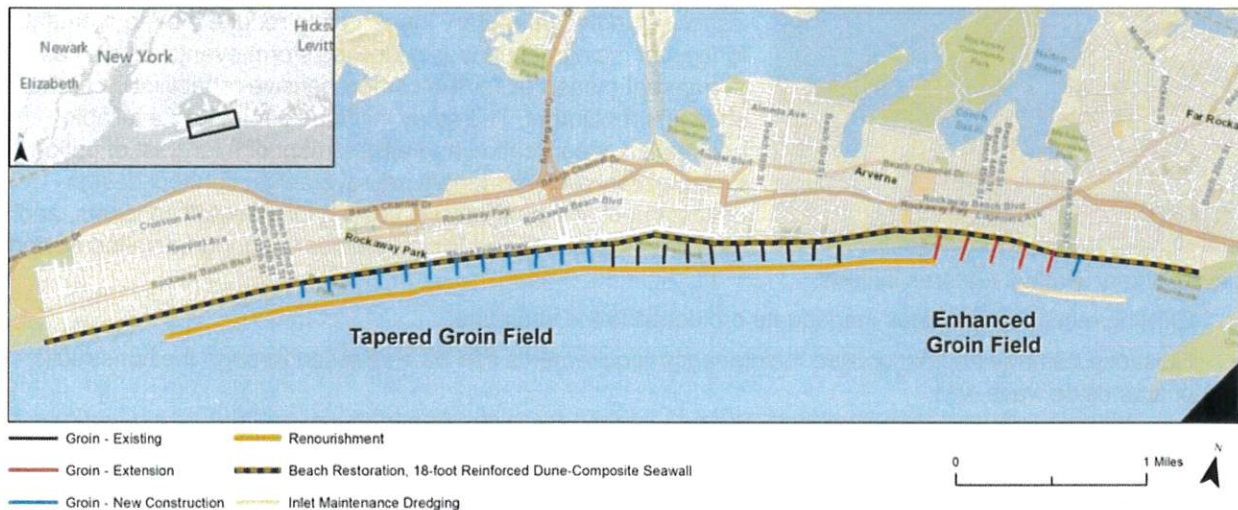
Baird.

Rockaway Beach Hurricane Sandy Damage Reduction Project, Long Island, New York

Client: USACE New York District

Contact: Mr. Jamal Sulayman, 917.790.8299

Baird completed a Value Engineering study for the USACE New York District on the \$239 million East Rockaway Inlet to Rockaway Inlet and Jamaica Bay Storm Damage Reduction Project. This project had a 3.4M cy beach nourishment, rehabilitation, and extension of 10 groins, construction of 12 new groins, 6 miles of buried seawall, composite seawall, and boardwalk. Baird worked with team members to complete function analyses, FAST diagrams, performance attributes and a value matrix. From over 100 VE proposals, Baird's team screened and presented 19 recommendations to the District ranging in cost savings up to 28% and 63% in value improvement.



Marina Eastern Revetment and Main Breakwater Repair, Hammond, Indiana, Lake Michigan

Client: Hammond Port Authority

Contact: Milan Kruszynski, 219.659.7678



Baird undertook a comprehensive above and below-water field investigation to assess the condition of the binwall and armor stone breakwaters, riprap revetments, concrete walkways, and floating dockage system. Phase 1 of the rehabilitation works includes the rehabilitation of 1,100 feet of the main breakwater protecting the marina, including the installation of an intake pipe relieving platform and a significant upgrade to 700 feet of revetment protecting the casino, including the installation of a new 410 feet long wave wall. Baird provided field investigations, permitting, final design, and bidding services for these works and is now providing construction administration and observation services. The Phase 1 works were completed in late 2019.

Kemper Center Shoreline Protection, Kenosha, Wisconsin, Lake Michigan

Client: Kenosha County
Contact: Matt Collins, (262) 857-1850

The Kemper Center is a historical lakefront property located on the south side of Kenosha. The existing shoreline, which extends 1,450 ft along Lake Michigan, is protected by a rubblemound revetment comprised of a mix of materials, including a wide range in stone sizes and construction rubble. Storm waves frequently result in overtopping of the revetment, erosion of fill materials and overwash of stone materials into the park, most recently in December 2015.



In early 2016, Baird was retained by Kenosha County to undertake a preliminary study to assess options to address these issues, including temporary measures to reduce the requirement for/cost of maintenance work following storm events, as well as permanent measures for the comprehensive rehabilitation of the shoreline revetment. The study included a review of available information, identification and assessment of a long list of options for temporary and permanent improvements, concept design development and budget level costing for selected concepts, and recommendations for additional studies to support detailed design

development. Project features include:

- Existing revetment provides inadequate protection to the shoreline.
- Nuisance damage and associated maintenance requirements can be addressed through the construction of a landside wave wall.
- Landside wave wall can be incorporated into future rehabilitation of shoreline revetment.

Baird has now completed 75% design including construction drawings, specifications, and cost estimates for Kenosha County and is continuing with geotechnical investigations and permitting support.

Petoskey Shoreline Assessment and Design, Petoskey, Michigan, Lake Michigan



Client: City of Petoskey
Contact: Kendall Klingelsmith, 231.347.2500

Due to the combination of aging shoreline protection infrastructure (i.e. 30-year-old revetments) and the high-water levels Lake Michigan is currently experiencing, coupled with significant storm-induced wave action, numerous areas throughout the Petoskey waterfront need rehabilitation. At several locations, failing shoreline protection is allowing

for increased wave overtopping and flooding. This exacerbates nearshore erosion and is leading to embankment undercutting and slope failure, and ultimately allowing for damage to nearshore infrastructure (i.e. trail way, buried utilities, park hardscape, and softscape features, etc.).

Baird is currently studying four specific locations along Petoskey's waterfront that are experiencing said conditions. Baird has completed the following tasks for this ongoing study:

- Detailed shoreline assessment and fieldwork (nearshore lakebed analyses, UAV imaging, and mapping).
- Detailed coastal analyses and numerical modeling wave modeling (MIKE21).
- Conceptual shoreline protection improvement design options and related costs for stone revetments, beach expansion, and ecological "living" shoreline stabilization solutions.

Proposal for Historic Structures Report for the Shoreline Protection System
Point Betsie Lighthouse

Baird.

3. Key Personnel

Below is a brief summary of key personnel. More detailed resumes are provided in Appendix A.

Matthew Clark, PE, PMP – Senior Coastal Engineer, Project Manager

Mr. Clark has 30+ years of civil engineering experience specializing in management of coastal and maritime engineering projects. His management experience includes coordination of multi-discipline teams on major projects with construction costs in excess of \$150 million. Mr. Clark has undertaken management of all phases of civil engineering projects, from concept design through construction. Mr. Clark's technical experience includes design of coastal and marine structures including breakwaters, jetties, bulkheads, and dolphins. He has also conducted peer reviews of other projects.

Caleb Barth, PE – Marine / Coastal Engineer - Analysis

As an engineer with Baird, Mr. Barth has been extensively involved in a variety of multi-disciplinary projects in the Great Lakes, Gulf of Mexico, Caribbean, Africa, and Australia. Mr. Barth is experienced in the conceptual and final design of a variety of hard and soft solutions for coastal erosion and waterfronts (including floating dockage, boardwalks, seawalls, revetments, breakwaters, groins, pocket beaches, and in-water habitat creation) and port and harbor infrastructure (including mooring and berthing dolphins, shiploader platforms, and trestles). As project manager, Mr. Barth has led teams of multi-disciplinary engineers and landscape architects, facilitated public stakeholder involvement, and delivered projects from concept to construction on budget.

Rory Agnew, PLA – Landscape Architect - Analysis

Mr. Agnew is responsible for integrating landscape architecture and coastal engineering on challenging waterfront projects throughout the world. With experience in many aspects of landscape architecture and coastal design, Mr. Agnew can effectively coordinate with specialized engineering and hydrological professionals to provide design support and solutions. Mr. Agnew's design skill set includes conceptual waterfront master planning, sustainable marina layout and development, boardwalk, pier and recreational waterfront facility design, beach and breakwater planning, stormwater management strategies, volumetric material analysis, and design document development.

Peter Truax – Landscape Designer - Field Work

Mr. Truax's professional focus spans from urban design and spatial planning to habitat restoration and geodesign, bringing together the human components of the environment with the natural world. His experience with landscape architecture and coastal design ranges from field studies to design development, and he is skilled in drafting, rendering, and geographic information systems (GIS). Mr. Truax has worked on conceptual development and master planning on waterfront projects as well as technical specifications for site preparation and design.

4. Scope of Work

The scope of work for this project involves developing a HSR that focuses solely on the Shoreline Protection System (SPS) associated with the historic Betsie Point Light Station located in Frankfort, MI. An approved HSR for the Betsie Point Light Station currently exists (developed by Quinn Evans Architects in 2005); however, we understand the Betsie Point Light Station SPS is not addressed in the approved HSR. The overall goal of this project is to develop an Amendment to the approved HSR, that meets the United States Army Corps of Engineers (USACE) and Michigan State Historic Preservation Office (SHPO) requirements, with the ultimate goal of advancing the project one step closer to the implementation of an improved, long-term SPS solution.

In general, the scope of work is to undertake an assessment of the existing SPS (historical to current conditions), general coastal conditions analysis (wind, waves, water levels, sediment transport, ice, etc.), conceptual design review (assessment of Matrix design concept), design and probable construction cost refinement, and associated documentation/ reporting. The proposed work tasks are described in more detail in the following sections, with the goal of developing a concise HSR that follows the required format.

4.1 Project Kick-off

Baird will attend a project kick-off meeting with Benzie County and Friends of Betsie Point Lighthouse project representative(s). During this meeting, we will discuss and document project objectives, site history and existing conditions, overall process, deliverables, and schedule. Known areas with structural failures and any recent/ongoing damage will be discussed. Our team will conduct a site visit immediately following the project kick-off meeting.

Deliverable: Baird will develop and distribute Project Kick-off meeting minutes.

4.2 Site History and Conditions Assessment

This task will include historical data collection and review and the necessary onsite investigations required to fulfill all requirements for Part 1 (Development History) of the HSR for the Point Betsie Light Station SPS. Specific tasks to be undertaken include:

- **Historical Background and context** – Baird will compile and review historical information pertaining to the background of this unique SPS (i.e. key stakeholders, choices, etc.). This will require independent research of historical publications, as well as coordination/ dialogue with key stakeholders (i.e. Friends of Betsie Point, local historians, etc.) to acquire a thorough background of the original history and evolution of the SPS. The results will be summarized in the appropriate section and appendices of the HSR.
- **Chronology of Development and Use** – Baird will collate and review historic construction documents and data pertaining to the physical aspects of the existing SPS. A visual site reconnaissance will be undertaken to assess the site conditions. A coastal engineer from Baird will visit the site to review existing conditions, take photographs, and take notes on the overall condition of the existing and adjacent shorelines. Note that our ability to observe site conditions may be limited depending on snow cover. An Unmanned Aerial Vehicle (UAV) will be used to photo document the existing shoreline, creating high resolution aerial obliques of the SPS. The site visit does not include any topographic surveys or bathymetric surveys and does not include diving. In addition, our scope does not include any terrestrial or aquatic habitat assessments.
- **Physical Description** – Baird will conduct additional site investigations, including field measurements (i.e. confirm typical steel sheet pile width/ depth, typical/ visible flange and tie-rod components) and documentation of visible steel structures (i.e. bulkhead, groins, tiebacks, etc.) and structural stone material. Baird field crew will collect 10-15 nearshore sediment samples for grain-size analysis. This information will

be summarized in the HSR narrative, and a detailed inspection report with lab results, existing conditions drawings, photo documentation, and a professional opinion of remaining residual life for SPS will be included as an appendix.

Deliverable: Part 1 (Development History) narrative, including a detailed inspection report, for the HSR will be drafted and issued for Client review.

4.3 Coastal Condition Analyses

A summary of the coastal design conditions will be developed. This step is crucial for reviewing/ refining the conceptual design solution, as required under Part 2 (Treatment and Use) of the HSR. The following assumptions have been included for this task:

- Bathymetric/ topographic LiDAR data (USACE, 2012 and FEMA, 2015) will be utilized. Baird will coordinate with the Owner to acquire/ review more recent survey data (if available).
- Establish design water levels, including 100-year lake level.
- The waves will be depth limited.
- Qualitative assessment of sediment processes and an assessment of potential impacts of the protection works on adjacent shorelines.
- Determine approximate depth of erodible sand sediment immediately lakeward of the existing structure using jet probes. The probe consists of a steel pipe attached to a water pump. This information is vital for determining the required depth for proposed shoreline protection structures (i.e. revetment toe).
- A summary of historic ice conditions (i.e. thickness and cover) will be complete.
- A GIS analysis of historic bathymetry and georeferenced aerial imagery will be completed to document nearshore erosion patterns and historic bluff recession rates.
- Additional geotechnical investigations (i.e. boreholes) that might be required are outside the scope of our work and not required for the level of design required for the HSR; however, if historical information is available, this will be included in our review.

Deliverable: Design memorandum summarizing coastal design conditions will be developed and included as an appendix to the HSR.

4.4 Conceptual Design Process

This task will fulfill all requirements for Part 2 (Treatment and Use) of the HSR for the SPS. This involves a review of the previous design solution (as developed by Matrix Engineering, Inc., 2003) and any required refinements, as described below.

Preliminary designs for the shore protection will be developed to an appropriate level for schematic design. We will establish the design parameters for the shore protection based on the coastal condition analyses and accepted engineering practice. For example, if a stone revetment is the preferred solution, the design parameters will include stone stability and sizing, filter requirements, crest details, and elevation based on wave runup and overtopping and toe details to address scour and long-term downcutting, as well as any additional functional requirements (i.e. ADA shoreline path, access to waterfront, navigation/ user lighting, etc.). In addition, we will prepare preliminary estimates of material quantities.

The design parameters and pertinent regulatory requirements (USACE, EGLE, MDNR, Benzie County) will be summarized, and a preliminary opinion of construction costs will be developed to ensure the schematic design solution is feasible. To further assist with future permitting, we will assess the potential impacts of the proposed works on the coastal processes.

Deliverable: Part 2 (Treatment and Use) narrative, including schematic design drawings and opinion of probable construction costs, for the HSR will be drafted and issued for Client review.

4.5 Reporting

The cumulation of work previously described will be organized in a comprehensive, concise HSR for the SPS. This will be developed per the format stated in the request for proposal, generally following the table of contents shown below:

1. Management Summary
 - Cover Page
 - Table of Contents
 - Executive Summary
 - Administrative Data
2. Part 1, Development History
 - Historical Background and Context
 - Chronology of Development and Use
 - Physical Description
3. Part 2, Treatment and Use
 - Ultimate Treatment and Use
 - Requirements for Treatment
4. Appendices (including but not limited to)
 - Bibliography
 - Drawings
 - Existing and Proposed Schematic Design Drawings
 - Photographs
 - Drone Video Files
 - Site Photos
 - Materials Analysis
 - Grain-size Analysis Results
 - Reports
 - Inspection Report

Deliverable: A comprehensive draft HSR will be issued at (75% and 95%) for Client and USACE review. It is assumed that the Client will provide appropriate USACE point of contact for the project. Comments will be compiled in an interactive google document spreadsheet to effectively collaborate with reviewers and document any required report modifications. All comments accumulated throughout the review process will be addressed within the final (100%) HSR deliverable.

A detailed schedule and fee for the proposed scope of work is provided in the following section of this proposal.

5. Schedule and Fee

The schedule and fee for this project are described below in Table 1 and Table 2. The schedule assumes a project engagement date on or around February 25, 2020, as outlined in the request for proposal.

Table 1. Tentative 2020 Project Schedule

Task	Feb	Mar	Apr	May	Jun	Jul	Aug
Task 1 – Project Kick-off		●					
Task 2 – Site History & Conditions Assessment		■					
Task 3 – Coastal Conditions Analysis			■				
Task 4 – Conceptual Design Process				■			
Task 5 – Reporting					●	●	●

Key

- Project Kick-off / Site Visit
- Task Deliverable

The fee is based on a per-task basis from project kick-off through the final HSR deliverable. The project design will be to a schematic level, and a further scope of work, fee, and schedule will need to be developed to bring the project to final design, permitting, and construction. For any items desired that are out of this scope of work, Baird can prepare a separate proposal utilizing our 2020 Professional Rates, which are attached as Appendix B.

Table 2. Professional Fees per Task

Item	Labor	Expenses	Total Cost
Task 1 – Project Kick-off	\$2,800	\$1,000	\$3,800
Task 2 – Site History & Conditions Assessment	\$11,500	\$2,000	\$13,500
Task 3 – Coastal Conditions Analysis	\$6,000		\$6,000
Task 4 – Conceptual Design Process	\$10,700		\$10,700
Task 5 – Reporting	\$11,550		\$11,550
TOTAL			\$45,550




Appendix A

Resumes

Matthew J. Clark, P.E., C.Eng., PMP

Senior Project Manager / Senior Marine Engineer



Profile

Mr. Clark has 30 years of civil engineering experience specializing in management of coastal and maritime engineering projects. His management experience includes coordination of multi-discipline teams on major projects with construction costs in excess of \$150 million. Mr. Clark has undertaken management of all phases of civil engineering projects, from concept design through construction. Mr. Clark's technical experience includes design of coastal and marine structures including breakwaters, jetties, bulkheads, and dolphins. He has also conducted peer reviews of other projects.

Education

- M.Eng., Engineering - Coastal Specialization, University of California, Berkeley (1990)
- M.Sc., Civil Engineering - Geotechnical Specialization, University of California, Berkeley (1990)
- B.Sc., Civil Engineering, University of Illinois, Urbana-Champaign (1986)

Professional Affiliations

- Registered Professional Engineer: AL, CA, FL, IL, IN, LA, MI, MS, MO, MN, NY, NC, OH, TX, WI
- Project Management Professional, Project Management Institute
- Member: American Society of Civil Engineers; Institution of Civil Engineers; American Shore and Beach Preservation Association; Association of Coastal Engineers; Society of American Military Engineers

Experience

Shoreline Improvements – City of Whiting, IN

Whiting, IN

Project manager for two studies involving shoreline improvements in the City of Whiting, IN. Led technical studies, analyses, and preparation of report deliverables for evaluation of revetment design alternatives as well as an investigation of channel sedimentation in the local marina.

Ashland/NSP Lakefront Site Superfund Dredging Project

Ashland, Wisconsin

Coordinated all technical activities associated with permitting, design, and construction of a 900 ft long rubblemound breakwater used to protect dredging operations associated with removal of contaminated sediment deposits. The project is on the EPA Superfund list and located in Chequamegon Bay, an area that is very environmentally sensitive and provides habitat for 28 species of fin fish. Managed a team of engineers and support staff that undertook detailed modeling of waves, water quality impacts, design of the structure, and productions of plans and specifications. Directed constructability review and all on-site construction activities including stone quality evaluation and placement of material. Also managed the design of anchorages for a complex turbidity barrier system, and modeling of exchange times for water between the site and larger bay. All work was done under a very compressed schedule, requiring strong communication and coordination of 4,500 hours of staff involvement.

Living Breakwaters Project *Raritan Bay, Staten Island, NY*

Project engineer and construction supervisor for implementation of an ecosystem restoration project that involves on building nine breakwaters comprising 150,000 tons of stone and concrete armor units and beach replenishment. The breakwaters are configured to provide critical habitat for aquatic species and will form the foundation of a major oyster regeneration effort in Raritan Bay, off the coast of Staten Island. Duties include review of design, optimization of construction specifications, defining an innovative two stage bidding process, providing trusted advisor services to the client, and construction management services.

Detroit District Corps of Engineers *Great Lakes Region*

Program Manager for several projects carried out for the Corps of Engineers Detroit District under the Baird-URS Joint Venture. Duties included overall lead person for the JV, administrative coordination of the program, project management, client interaction, and technical input for a 5-yr period commencing in 2010. Project types related to water resources including ecosystem restoration, riverine hydraulics, planning and coastal analysis. Responsible for coordination of nearly 8,000 manhours for the entire program.

Buffalo District Corps of Engineers *Great Lakes Region*

Deputy Program Manager for several projects carried out for the Corps of Engineers Buffalo District under a Joint Venture. Duties included assisting the program manager in coordination of the program, client interaction, and technical input for a 5-yr period commencing in 2010. Project types related to water resources, ecosystem restoration, and coastal design.

New York District Corps of Engineers *North Atlantic Region*

Program Manager for high level coordination to execute a suite of projects for the USACE NY District as part of a five-year IDIQ contract commencing in 2018, with a total contract value of \$9.9M. Project types include navigation, geotechnical investigations, permitting, marine and coastal structures, levees, and flood risk reduction.

Chicago Shoreline Storm Damage Reduction Project, Reach 2, Diversey to Fullerton Avenues *Chicago, Illinois*

Project Manager for coastal analysis, hydraulic modeling and preparation of detailed design and bid documents for approximately 1900 lf of shore protection and several acres of park improvements on Chicago's north side. The project schedule included six major submissions in ten months using MicroStation and MCACES and management of 10,500 manhours of input. Coordinated all technical activities and management of five subconsultants. Prepared a Corps approved QA/QC plan, compiled and reviewed all comments from the District as well as local Sponsor and prepared responses. The project cost is estimated at \$15.5M.

Grand Marais Harbor Breakwater *Grand Marais, Michigan*

Project Manager responsible for coordinating all work (approximately 2,700 manhours) involving coastal process studies, biological assessment, design and preparation of 50% contract documents for a rubblemound breakwater. The purpose of the structure is to prevent sediment from migrating into Grand Marais harbor and provide wave sheltering. Additional duties included preparing a Corps approved QA/QC plan, compiling and reviewing all comments from the District as well as local sponsor and prepared responses. Comments were formally entered into Dr. Checks for review and discussion. Project cost is estimated at \$7.0 million.

Baird.

Caleb D. Barth, P.E.

Marine Engineer

Profile

As an engineer with Baird, Mr. Barth has been extensively involved in a variety of multi-disciplinary projects in the Great Lakes, Gulf of Mexico, Caribbean, Africa, and Australia. Mr. Barth is experienced in the conceptual and final design of a variety of hard and soft solutions for coastal erosion and waterfronts (including floating dockage, boardwalks, seawalls, revetments, breakwaters, groins, pocket beaches, and in-water habitat creation) and port and harbor infrastructure (including mooring and berthing dolphins, shiploader platforms, and trestles). As project manager, Mr. Barth has led teams of multi-disciplinary engineers and landscape architects, facilitated public stakeholder involvement, and delivered projects from concept to construction on budget. Mr. Barth is experienced in the acquisition of geotechnical data, constructability reviews, preliminary and final cost estimating, construction field support, and lean project delivery planning. Additionally, he has spent considerable time in the field supporting heavy civil marine construction on US Inland Waterways.

Education

- B.Sc. Civil Engineering, Emphasis-Structural Engineering, University of Wisconsin-Madison

Professional Affiliations

- Registered Professional Engineer – Illinois, United States (PE)
- Registered Professional Engineer – Wisconsin, United States (PE)

Experience

Hammond Marina Revetment and Breakwater Repairs

Hammond, Indiana, Lake Michigan

Project Manager providing field investigation, permitting, final design, bidding, quarry quality assurance, and construction administration services for repairs to 1,100 feet of rubblemound breakwater, repairs to 700 feet of rubblemound revetment, the installation of a new 500 feet long cast-in-place concrete sea wall, and the extension of an existing intake pipe relieving platform. The repairs were in response to damage and frequent flooding, caused by high lake levels, to a 915-slip marina and casino on the shores of Lake Michigan. The site contained numerous existing public and private intake pipes which required a close coordination between local stakeholders.

Whiting Field Investigation and Preliminary Revetment Design

Whiting, Indiana, Lake Michigan

Baird performed a field investigation on a damaged stone revetment and designed a preliminary repair. Mr. Barth was involved in the bathymetric and topographic surveys; the data gathered was employed by Mr. Barth to design the repair cross-sections. Additional tasks performed include the investigation of armor stone sources and developing a cost estimate.

Clinch Park Shore Protection Evaluation

Traverse City, Michigan, Lake Michigan

Baird provided engineering services for portions of the shoreline, consisting of a seawall and kayak launch ramp. The seawall consisted of an undermined and overturning limestone block wall. Mr. Barth provided a coastal and structural review of proposed solutions.

Breakwater Rubblemound

Ashland, Wisconsin, Chequamegon Bay, Lake Superior

Lead structural designer for investigation into anchorages for a large-scale turbidity barrier being used at a super fund site for remediation of contaminated sediment. Duties included calculation of loads due to wind, waves, and current; preparation of specifications; and review of construction progress.

Glencoe Beach and Bluff Restoration

Glencoe, Illinois, Lake Michigan

Baird provided coastal, civil, and geotechnical services for a feasibility study to identify, evaluate, prioritize, and establish budgets for various park improvements. The bluff and beach contain infrastructure with immense historical significance to the community located on the shoreline of Lake Michigan. Local stability issues, likely associated with creep and surface-water drainage issues, appeared to be manifesting themselves in structural damage to the retaining infrastructure located on the slopes. Baird developed alternatives for park improvements (e.g. surface water collection improvements and best management practices, beach stability, retaining structure repair/replacement, etc.) and developed an opinion of probable construction cost to aid in master planning efforts.

Fish Creek Beach Improvements

Fish Creek, Wisconsin, Lake Michigan

Baird provided coastal and structural engineering services for the development of alternatives to improve and expand the existing beach and for the addition of a public viewing pier at the public beach. Mr. Barth led the Baird team and facilitated public board meetings to establish aesthetic and functional criteria.

Lyon Square Riverfront Park

Grand Rapids, Michigan, Grand River

Baird provided marine and structural engineering services for the preliminary design of the redevelopment of the waterfront on the Grand River. As lead engineer, Mr. Barth assisted with the development of concepts for a tiered floating promenade to facilitate public access to the river and proposed kayak/rafting class 3 rapids. Services provided included regulatory input and a class 3 opinion of probable construction cost.

Whitebridge Hill Beach House Lakefront Improvements

Winnetka, Illinois, Lake Michigan

Baird provided engineering, permitting, and construction phase services for the design of a stone beach retention groin, steel sheet pile pier structure, and backshore bluff protection soldier pile wall. Mr. Barth provided structural design services for the steel sheet pile pier and backshore soldier pile wall structures and construction observation services for the construction of the stone groin.

East Chicago Marina

East Chicago, Indiana, Lake Michigan

Baird provided engineering services for the replacement of a 292-slip marina, including improvements to the breakwater gap structure, on the southern end of Lake Michigan. Mr. Barth provided the structural design and wrote the technical specifications for the total dockage system replacement.

Baird.

Rory Agnew, PLA

Landscape Architect



Profile

Mr. Agnew is responsible for integrating landscape architecture and coastal engineering on challenging waterfront projects throughout the world. With experience in many aspects of landscape architecture and coastal design including technical fieldwork, site analysis, design development, construction document preparation, cost estimation, and project management, Mr. Agnew can effectively coordinate with specialized engineering and hydrological professionals to provide design support and solutions. Mr. Agnew's design skill set includes conceptual waterfront master planning, sustainable marina layout and development, boardwalk, pier and recreational waterfront facility design, beach and breakwater planning, stormwater management strategies, volumetric material analysis, and design document development. In addition, Mr. Agnew is proficient in various design related computer software programs including AutoCAD, ArcGIS, Adobe, and 3D modeling, animation and graphic rendering software.

Education

- B.Sc. Landscape Architecture, University of Wisconsin – Madison, 2011

Professional Affiliations

- Professional Landscape Architect: Texas, Wisconsin
- Member – American Society of Landscape Architects (ASLA)
- Member– American Society of Beach and Shoreline Preservation Great Lakes Chapter (GLASBPA)

Experience

Racine Harbor Breakwater *Racine, Wisconsin, USA*

Project team member for the rehabilitation of a concrete caisson breakwater on Lake Michigan. The rehabilitation includes the construction of an anchored steel sheet pile wall, pedestrian promenade, armor stone revetment and navigation tower. Project tasks include design development and construction drawing production for navigation tower rehabilitation.

North Lake Shore Drive *Chicago, Illinois*

Mr. Agnew serves as project manager, landscape architect, and fieldwork team member for an urban shoreline re-development feasibility study near downtown Chicago, Illinois. This project involves re-aligning a six mile stretch of North Lake Shore Drive, a highly-traversed roadway adjacent to the Lake Michigan shoreline to develop a safer, more publicly accessible shoreline. Public participation and regulatory coordination efforts, as well as Baird's detailed coastal analysis results were utilized to develop shoreline alternatives that minimize hazards associated coastal processes. Various means of shoreline protection were analyzed and designed for this project, including beach and parkway expansion, offshore island and wetland habitat creation, concrete shoreline promenades, armor stone breakwaters, and revetments.

Michigan Island & Isle Royale Dock Assessments

Lake Superior, USA

Conceptual design team member for a study that involved the replacement and extension of existing piers and two sites on Lake Superior. Project tasks included spatial layout, dockage design, drawing production, volume calculation, cost estimating, and design visualization.

South Shore Beach Relocation Study

Milwaukee, Wisconsin

Project team member for analyzing the feasibility of recreating a public swimming beach on Lake Michigan. The existing neighborhood swimming beach experiences frequent closures due to water quality problems. Baird was retained to complete hydrodynamic and water quality modeling to determine whether an alternate beach location adjacent to an entrance in the outer breakwater would result in fewer beach closures. Project tasks included public participation, local environmental and government agencies coordination, conceptual beach alternative design, illustrative perspective rendering, and volume calculation and cost estimation of design alternatives.

31st Street Harbor

Chicago, Illinois

Project team member for providing full-time specialty construction observation and review services during the installation of the rubblemound breakwater. The breakwater is one of the largest on the Great Lakes extending over 3,000 lineal feet and containing over 500,000 tons of stone. Project tasks included conducting on-board barge draft measurements, volume calculations, and as-built document review.

East Chicago Marina

East Chicago, Indiana

Baird provided design and engineering services for a marina redevelopment project on the southern end of Lake Michigan. The project involved replacement of a 292-slip marina and conceptual waterfront master planning, including marina facilities layout and parking configuration, pedestrian waterfront promenade, beach and dune restoration. As project manager, Mr. Agnew directed the project from initial master planning through construction of the re-designed dockage system.

Whitesand First Nation Shoreline Stabilization

Armstrong Station, Ontario, Canada

Project team member for the Whitesand First Nations Shoreline Stabilization project, on Lake Nipigon in Northern Ontario. The project involved the construction of a 1.4 km long armor stone revetment, shoreline bluff stabilization, drainage infrastructure and a boat launch. Mr. Agnew assisted with various design related tasks, including drawing development (permit and construction), material volume calculations, cost estimates and visualization renderings. The project was successfully completed in September 2016.

Whitebridge Residential Beach

Highland Park, Illinois

Project manager and landscape architect for a residential beach development on Lake Michigan. Beach design includes a stone beach retention groin and steel sheet pile pier structure. Estimated construction cost is \$2.5M. Project tasks include fieldwork (topographic/ bathymetric survey), conceptual design, cost estimation, regulatory coordination for permitting, and bid/ construction phase services.

Peter Truax, MLA

Landscape Designer



Profile

Mr. Truax comes to Baird after having completed his Master's in Landscape Architecture at the University of Minnesota in 2017. His professional focus spans from urban design and spatial planning to habitat restoration and geodesign, bringing together the human components of the environment with the natural world. His experience with landscape architecture and coastal design ranges from field studies to design development, and he is skilled in drafting, rendering, and geographic information systems (GIS). Mr. Truax has worked on conceptual development and master planning on waterfront projects as well as technical specifications for site preparation and design.

Education

- BA Geography, Macalester College – St. Paul, 2010
- Master's of Landscape Architecture, University of Minnesota Twin Cities – Minneapolis, 2017

Professional Affiliations

- Associate Member – American Society of Landscape Architects (ASLA)

Experience

Hammond Marina Breakwater and Revetment Repairs

Hammond, Indiana

Project drafting lead for the repair of a breakwater and revetment of a marina on southern Lake Michigan, damaged by storms in 2017. The project tasks included document preparation for permitting and construction sets, as well as volume calculations, technical investigation, and 3D modeling.

North Lake Shore Drive

Chicago, Illinois

Team member for an urban shoreline re-development feasibility study near downtown Chicago, Illinois. This project involves re-aligning a six mile stretch of North Lake Shore Drive, a highly-traversed roadway adjacent to the Lake Michigan shoreline to develop a safer, more publicly accessible shoreline. Project tasks include drawing and graphic production, volume calculation, and cost estimation.

Fish Creek Beach Pier

Fish Creek, Wisconsin

Project designer for a public pier in Door County, Wisconsin for a redevelopment of the beach and park adjacent, a project in collaboration with SEH, Inc. The project entailed initial concept design through schematic design, then following public input, the development of construction documents in anticipation of bidding and construction. The project work entailed graphic design, CAD drafting, and preparation of public presentation materials.

Town of Palm Beach Marina Master Plan

Palm Beach, Florida

Project team member for the redevelopment of an 80-slip superyacht marina off the Intercoastal waterway of southern Florida. The project involved designing multiple layouts for public comment and approval, including researching the state of the art of marina design according to international standards, and preparing spatial layouts inclusive of dredging and navigation obstacles. The project tasks included spatial layout, marina design, graphic design, and volume calculations.

Speightstown Boardwalk Design

Speightstown, Barbados

Project team member for the conceptual design of a 1-kilometer long section of public boardwalk and wetland habitat restoration on the Barbadian coast. Project tasks include graphic design and spatial layout of alternative arrangements of boardwalks and concepts for habitat restoration and public realm design.

Spanish Pass Marsh Restoration

Venice, Louisiana

Project drafter and report writer for the creation of a 1200+ acre ridge and marshland in the Gulf of Mexico at the mouth of the Mississippi River. Project tasks included regular coordination with other team members and outside consultants, design of dredge areas, and coordination for locating oil and gas infrastructure in the project area.

Awards

- 2017 University of Minnesota Honor Award – Landscape Architecture Graduate Capstone
- 2015 University of Minnesota Judd International Fellow – Belgium Field Study Project



Appendix B

Fee Schedule



W.F. Baird & Associates Ltd.

Office | 2924 Marketplace Drive, Suite 200, Madison, WI 53719, USA
Phone | +1 608 273 0592 Email | madison@baird.com

2020 US Fee Schedule

The fee for our services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by W.F. Baird & Associates Ltd. (Baird) unless otherwise stated in the proposal. All rates are listed in US dollars.

Personnel

Staff Category	Hourly Rate
Senior Consultant	\$301.00
Principal	\$255.00
Senior Professional III	\$236.00
Senior Professional II	\$221.00
Senior Professional I	\$192.00
Staff Professional III	\$169.00
Staff Professional II	\$149.00
Staff Professional I	\$129.00
Senior Technician	\$118.00
Technical Staff	\$110.00
Support	\$92.00

Expert witness services including: trial, mediation and arbitration preparation, depositions, court appearances and attendance at related proceedings, will be charged at 2.0 times the above rates.

Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional sub-consultant fees are charged at our cost plus 10%. Automobile mileage will be charged at \$0.58/mile.

Rates for hydraulic laboratory, field equipment, specialized numerical models and associated computer time are available on request depending on facilities and equipment used. Deposits for hydraulic basin rental are applied to total rental costs, but are not refundable.

Invoices

Progress invoices shall be issued monthly and shall be paid within thirty days of date of invoice. Balances remaining unpaid at due date are subject to a monthly finance charge of 1.0% (which is an annual rate of 12% per year) until paid. Baird reserves the right to stop work on any project that has past due invoices until all outstanding balances are paid.

Advance payment is required on all non-public work.

Exhibit B

Standard Fee Schedule

2020 US Fee Schedule

Office | 2924 Marketplace Drive, Suite 200, Madison, WI 53719, USA
Phone | +1 608 273 0592 Email | madison@baird.com

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2020 REVISED COUNTY PLAN

10:30

Monumentation & Remonumentation Plan

For BENZIE COUNTY, Michigan

Prepared for the implementation of 1990 PA 345 as amended, MCL 54.261-279

Revised and Approved by the Board of County Commissioners:

_____, Chairperson

Date

TABLE OF CONTENTS

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FF	County Revisions to the Remonumentation Plan	26

NOTE: The supplemental Meander Corner maps, which are a part of Appendix AA, are not page numbered. They simply follow the master sheet for each Township and Range that contains Meander Corners.

INTRODUCTION – THE REASON FOR THIS REVISION

The State Survey and Remonumentation Act, 1990 PA 345, was revised on June 12, 2014 by 2014 PA 166. This revision, among other things, reinstated the State Survey and Remonumentation Commission and required them in Section 8 to promulgate the rules and guide the counties to formalize a REVISED COUNTY PLAN. Issues identified in the law and by the commission to be specifically addressed are:

- A. A plan to remonument all of the original Public Land Survey corners, property controlling corners and protracted corners. The plan must also list other corners to be included or excluded. MCL 54.268 (2)(a)&(c). If an explicit plan is included in a previous Plan, then outline any modifications that may have occurred since the last update.
- B. A perpetual monument maintenance plan. MCL 54.268 (2)(d) The Land Corner Recordation Act, 1970 PA 74, outlines when a Land Corner Recordation Certificate must be filed. In order to formalize the local practice, the county must define “as described.”
- C. A peer review group. MCL 54.268 (e)
 - i. Qualifications for peer review group membership must be defined.
 - ii. Safeguards can be defined to avoid one-company rule.
 - iii. Allowance of walk-in corner review must be identified.
- D. Geodetic coordinates to be collected. MCL 54.268 (2)(a)(iii)
 - i. Geodetic coordinates are not defined by the law. Some counties want to use State Plane Coordinates as defined in 1964 PA 9, and others want to use latitude and longitude. The county can decide which to use, but it must be consistent and documented.
 - ii. The storage of coordinate values must be addressed at the county level.
- E. Agreements for active geodetic control sites. MCL 54.268 (7)
- F. LCRC forms must be recorded at the county Register of Deeds and with the Department. MCL 54.268 (2)(b). This has not changed.

It is the intent of the Revision to review the Remonumentation Plan, assess its validity and modify for recent technologies. As shown in the outline, decisions must be made and formalized in the Revised County Plan to assure local control and consistency. Additions to this Revision can be made if a county would like to modify a section.

According to Section 8 (1), the deadline to file the Revised County Plan is March 1, 2020.




Appendix AA

Detailed County Remonumentation Plan

The Remonumentation plan for Benzie County shall include the following corners GLO corners, protract GLO corners, Centers of Sections and meander corners as delineated on the GLO plat and/or field notes. The total corners to be completed for Benzie County are 1657 as listed on the attached sheets. The corners in Benzie County have been chosen first in those areas of the County that have the most private property ownership. The goal also being to do corners in each Political Township, to maintain a certain fairness in the spending of Remonumentation funds that the County receives. This procedure will continue until the County has been completed. However, when the County reaches the threshold for **Perpetual Maintenance** status, as described below, there will be a shift in division of funds received to complete the Remonumentation and to start the Perpetual Maintenance. This division of funds will be up to the discretion of the County Surveyor/County Representative keeping the above criteria in mind

The attached sheets contain a list of corners for each town and range in the county. In those townships that have meander corners, they are additional maps behind the master map that show the locations of the meander corners in that Township.

The following items, 1 through 6, are used to identify a particular corner on the attached maps.

1. Corners struck through, such as, ~~C-03~~, have been completed.
2. Corners not struck through, such as B-04, need to be completed.
3. Corners highlighted in yellow, such as B-04, are corners that are in Lakes, the Sleeping Bear Dunes National Park or in Sections that are predominantly State owned lands that do not contain private properties.
4.  - indicates all corners that have been completed to the date of December 31, 2019.
5.  - indicates the position for a meander corner on the meander corner maps.
6.  - will be used to indicate a corner that has had Latitude and Longitude established on said corner.

At the bottom of each sheet are listings for total corners, total completed, total to be completed and percentage completed for that particular Township and Range. **NOTE:** Corners indicated in yellow are considered as completed and are totaled in the completed column of the year to date chart below.

The County Surveyor/County Representative will update the sheets on this plan and the chart below annually by December 31st for the corners completed in the current year

The current status for Benzie County, as of December 31, 2019 is shown in the following table:

Corners to be Completed					
	Total Corners	Cors. Done	Regular	Meander Cor.	% Complete
T25N R13W	168	140	26	2	83
T25N R14W	169	142	27	0	84
T25N R15W	169	121	45	3	72
T25N R16W	74	51	14	9	69
T26N R13W	169	127	33	9	75
T26N R14W	169	125	44	0	74
T26N R15W	147	94	28	25	64
T26N R16W	87	48	15	24	55
T27N R13W	201	149	35	17	74
T27N 14W	171	110	58	3	64
T27N R15W	99	63	18	18	63
T27N R16W	34	21	5	8	62
Totals	1657	1191	348	118	72

NOTE: It is mandatory that a copy of the above Report be given to the County Administrator every year and a report to the County Board of Commissioners shall occur at least once every 3 years.

START OF PERPETUAL MAINTENANCE FOR BENZIE COUNTY:

1. When the total corners listed for the entire County have reached a point of 90% completion, Perpetual Maintenance can begin. It will be up to the County Administrator and County Surveyor/Representative to make that decision. **See Additional information about Perpetual Maintenance for Benzie County in Appendix BB.**

STANDARDIZED MONUMENTS FOR BENZIE COUNTY:

The adopted standardized markers and/or caps for Benzie County was previously established in the Current County Plan. This marker was spelled out in a letter from John B. Smendzuik, the County Surveyor/County Representative, dated May 23, 2007, to Maynard Dyer who was a former State manager of the Remonumentation Program. The specifications in that letter are attached here for clarity:

SUBJECT: Benzie County Standard Monument.

Dear Maynard,

In regards to your letter of March 7, 2001 about a standard monument for Benzie County, I submit the following:

- 1. The standard monument for Benzie County is a 4" x 36" Concrete Monument with a ¾" pipe with a Benzie County Remonumentation brass cap on top.*
- 2. In certain circumstances, MDOT projects or swampy conditions, the concrete has been left off and the ¾" pipe and brass cap have been set or set in a larger/longer pipe. This has been at the request of the Contracting Surveyor or with the permission of the County Surveyor/Representative.*
- 3. In the future, if it is required to set something in rock, it will be the standard Benzie County Remon brass cap.*
- 4. In certain special past circumstances, existing monumentation has been left in place because it met the requirements of Act 74 and would have been impractical to replace it. These have been noted on the LCRC's filed with the state and do not number more than ten. (At the time of this letter)*

In the future, should any other special circumstances arise, every attempt will be made to at least set the standard brass cap for Benzie County Remon. Each case will be evaluated by the County Surveyor/Representative on an individual basis.

I hope that this answers all your questions regarding this issue. If not, I know you will call or write with your questions.

Sincerely,

CRYSTAL SURVEYING, L.L.C.

*John B. Smendzuik
Professional Surveyor No. 30895
President*

*JBS/ld
cc: Chuck Clarke*

For each corner marker set, there shall be a minimum of four (4) corner witnesses to substantial objects. If necessary, witness irons, with the contracting surveyor's cap and ID number, can be used if substantial objects are not available.

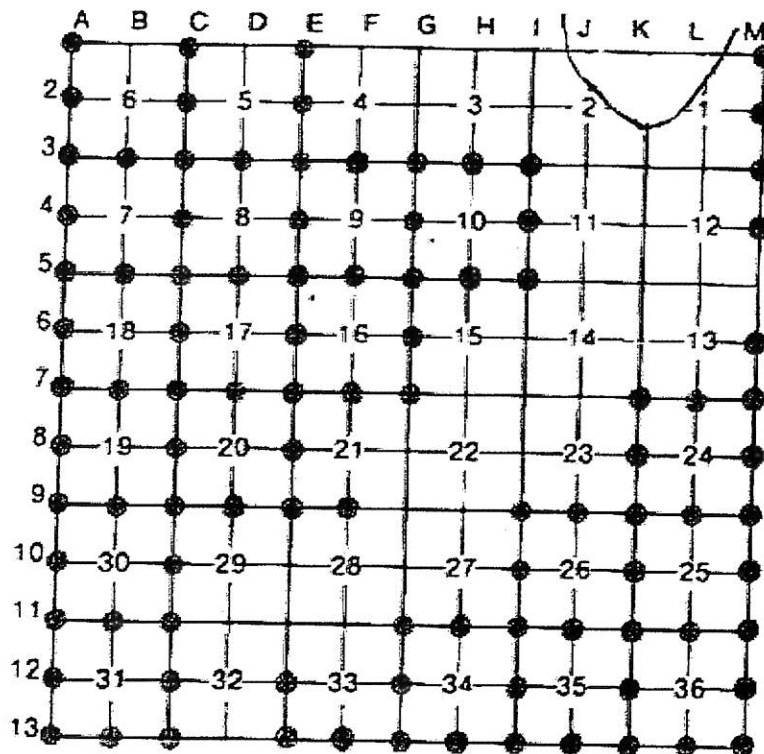
Color photographs may be taken to aid in recording physical evidence and if submitted the photograph(s) shall be part of the permanent record.

CONTRACTING SURVEYORS AND CONTRACTS:

Firms that wish to participate in Benzie County Remonumentation program must have all of the following:

1. On staff, a licensed professional surveyor to oversee all aspects of the work contracted.
2. The name and registration number, business address and phone number of the licensed land surveyor responsible for all aspects of the work contracted shall be filled with the Benzie County Grant Administrator. Any changes in staff while contract work is in progress shall be reported immediately.
3. The Firm shall provide proof of insurance and maintain same during any work contracted.
4. The number of corners included in active contracts awarded to private firms by Benzie County shall not exceed 18 corners per active contract. This number can be revised upward if the work to be done is Maintenance work and/or a combination of Remonumentation and Maintenance work.
5. Currently the Benzie County program is only receiving enough funds to complete about 18 corners per year. Therefore, each contract will be completed in the contracting year, unless there is an increase in funding to the Benzie County program. If that event occurs, the County Surveyor/County Representative and the Grant Administrator will discuss the use of the additional funds and where the program is at that point in time. If after Peer Group review a corner(s) cannot be monumented until additional work in the area is completed, that corner(s) may be set aside or included in a new contract. If the corner(s) must be carried over to another year(s) plan, a brief report will be filed explaining why the corner(s) was not monumented. A firm that has a corner set aside may receive additional contracts if all other work under the contract has been completed and a report has been filed, as described above, for the set aside corner.

TOWNSHIP 25 NORTH – RANGE 13 W

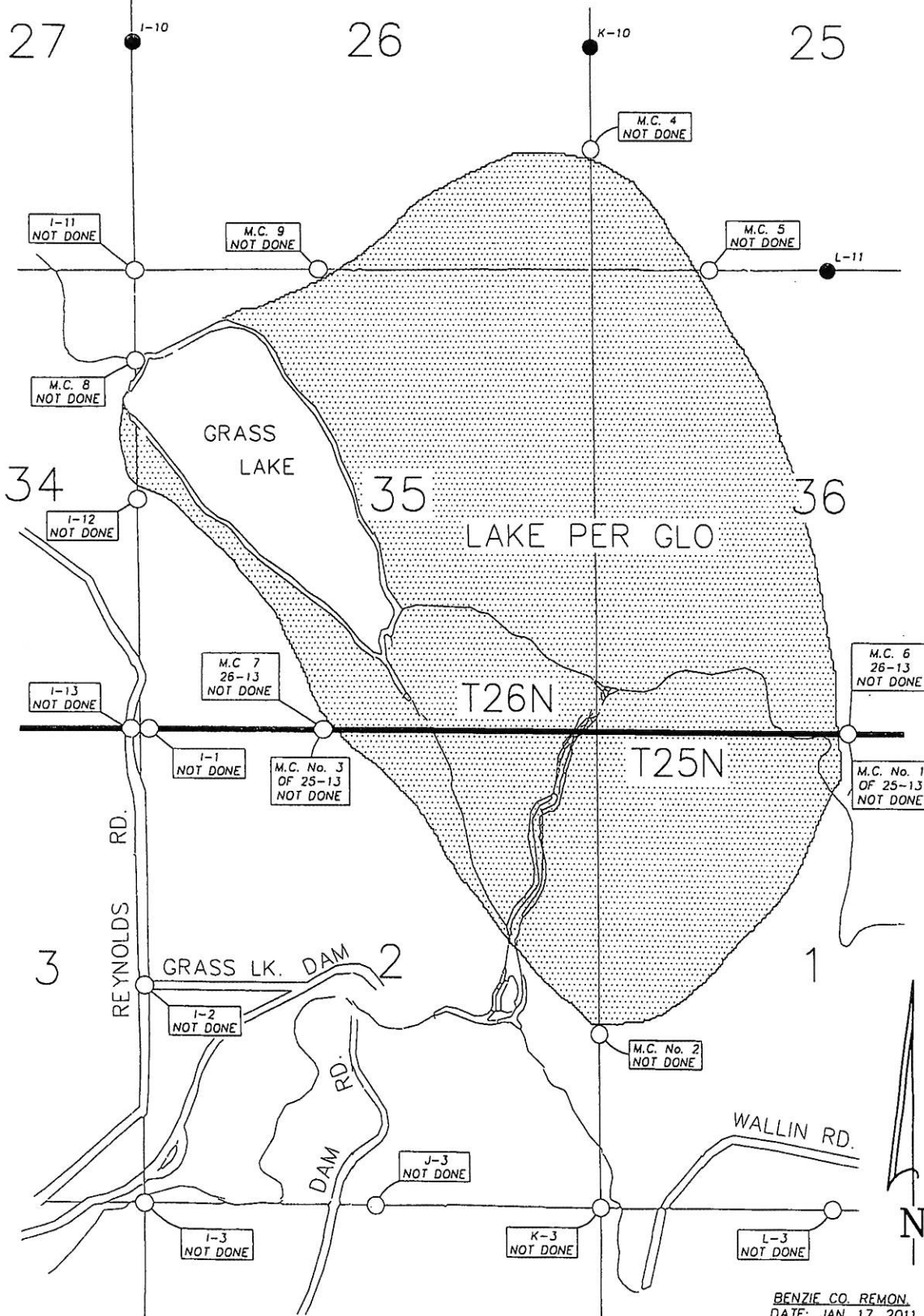


A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13
 B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13
 C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13
 D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13
 E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13
 F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13
 G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13
 H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12, H-13
 I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13
 J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13
 K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12, K-13
 L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13
 M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13

Meander corners: SEE FOLLOWING ADDITIONAL MAP FOR MEANDER CORNER LOCATIONS
 001, 002, 003

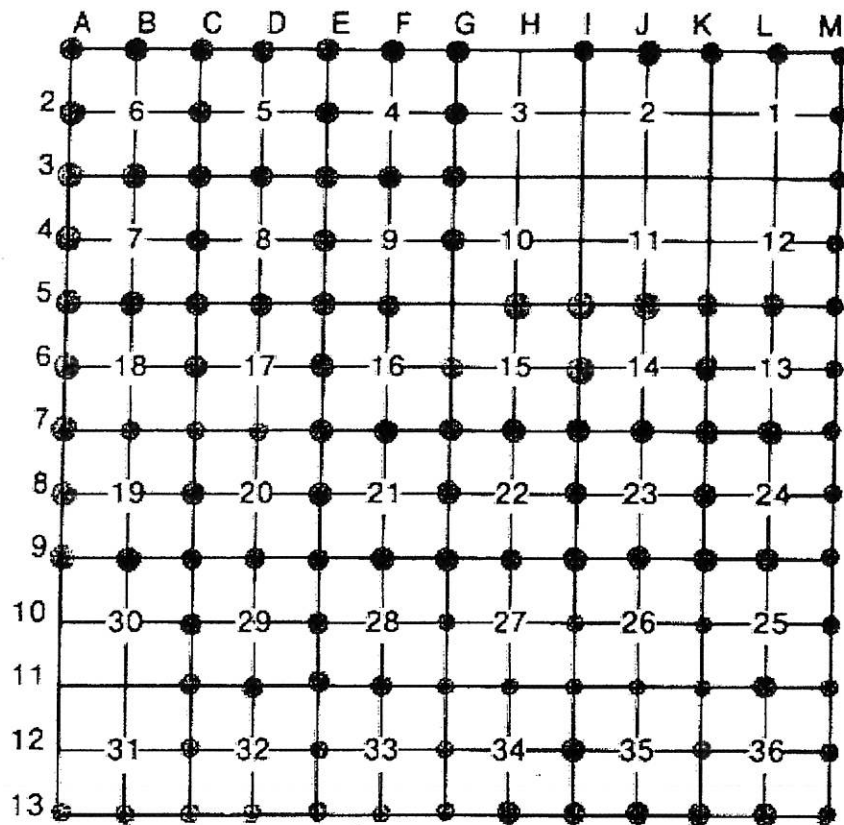
Corners Total	Corners completed	Corners to be completed	Percent completed
168	140	28	83%

DETAIL SHOWING GLO MEANDER CORNERS
& SECTION CORNERS AROUND GRASS
LAKE IN T26N, R13W AND T25N, R13W.



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1400'
CRYSTAL SURVEYING

TOWNSHIP 25 NORTH – RANGE 14 W

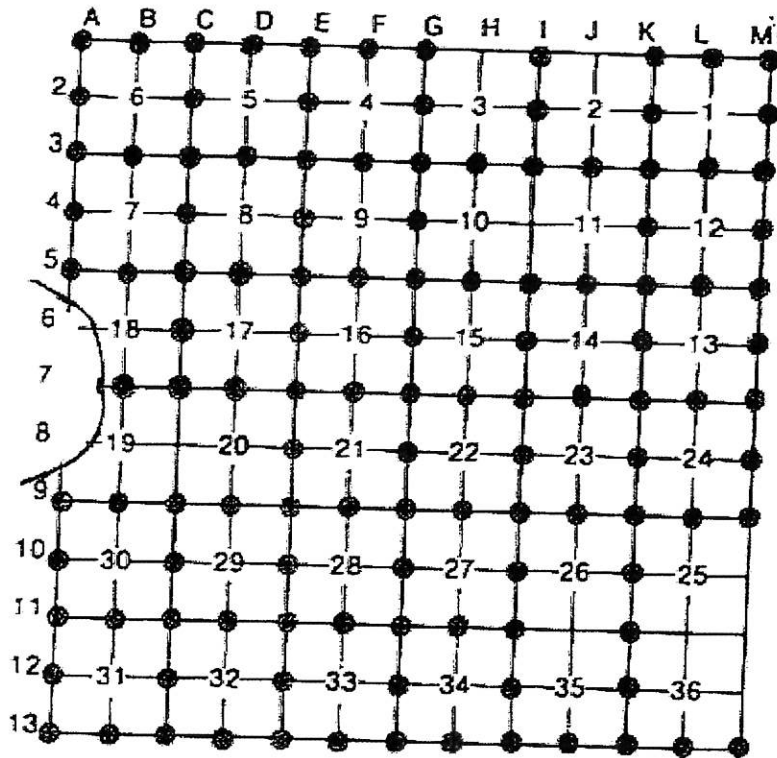


~~A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13~~
~~B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13~~
~~C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13~~
~~D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13~~
~~E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13~~
~~F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13~~
~~G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13~~
~~H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12, H-13~~
~~I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13~~
~~J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13~~
~~K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12, K-13~~
~~L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13~~
~~M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13~~

Meander corners : 0

Corners Total	Corners completed	Corners to be completed	Percent completed
169	142	27	84%

TOWNSHIP 25 NORTH – RANGE 15 W

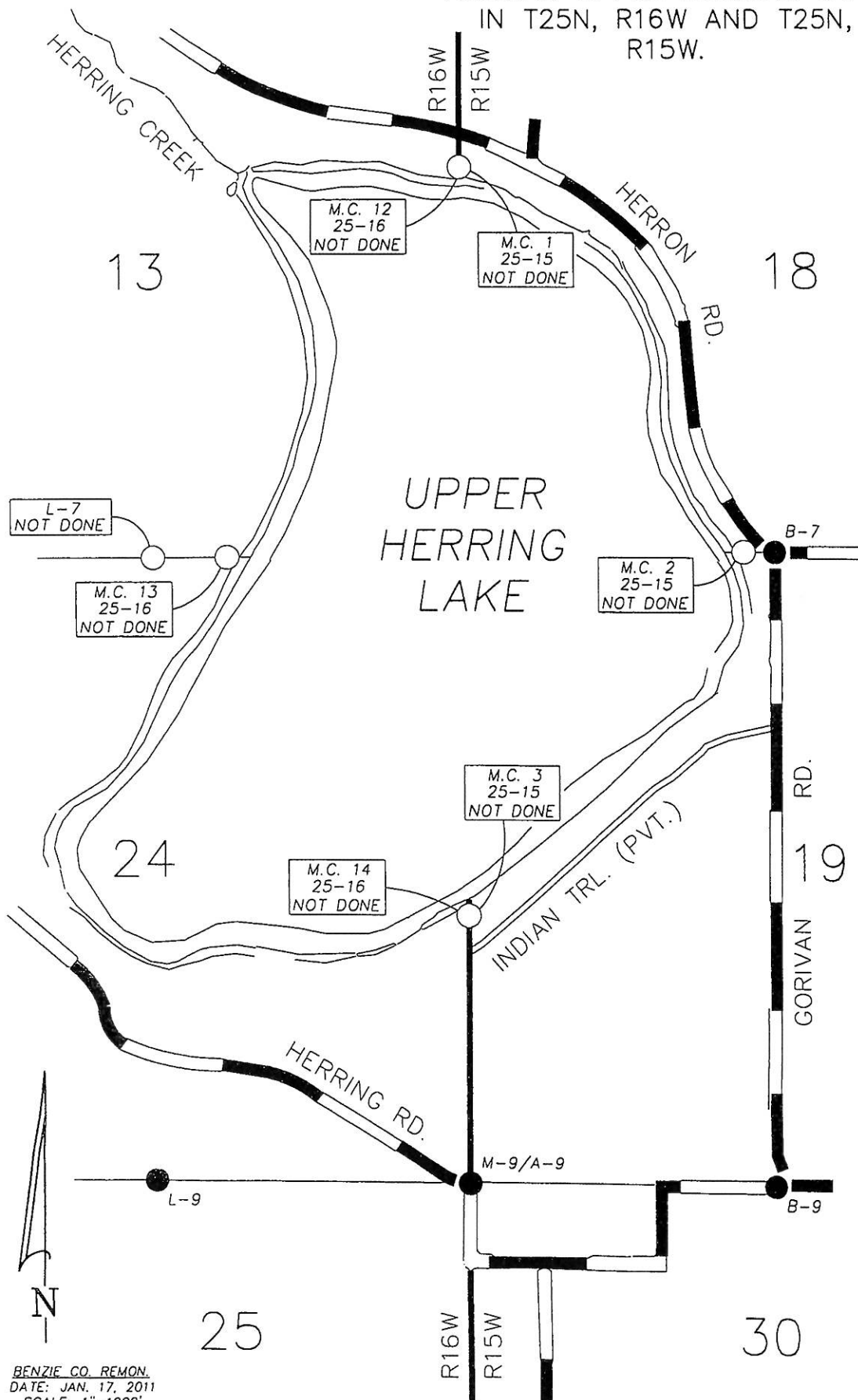


~~A-1, A-2, A-3, A-4, A-5, A-9, A-10, A-11, A-12, A-13~~
~~B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13~~
~~C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13~~
~~D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13~~
~~E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13~~
~~F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13~~
~~G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13~~
~~H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12, H-13~~
~~I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13~~
~~J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13~~
~~K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12, K-13~~
~~L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13~~
~~M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13~~

Meander corners: **SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS**
 001, 002, 003

Corners Total	Corners completed	Corners to be completed	Percent completed
169	121	48	72%

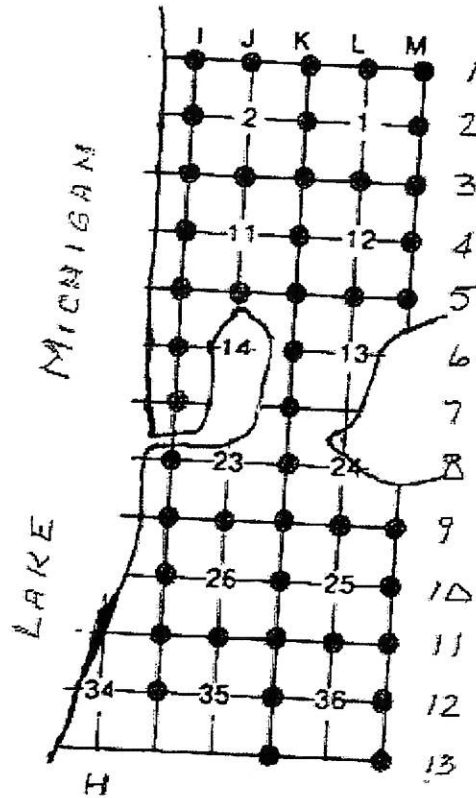
DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND UPPER HERRING LAKE
IN T25N, R16W AND T25N,
R15W.



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1000'
CRYSTAL SURVEYING

T25N-R16W-D

TOWNSHIP 25 NORTH – RANGE 16 W



H-12, H-13

~~I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13~~

~~J-1, J-2, J-3, J-4, J-5, J-8, J-9, J-10, J-11, J-12, J-13~~

~~K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12, K-13~~

~~L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13~~

~~M-1, M-2, M-3, M-4, M-5, M-9, M-10, M-11, M-12, M-13~~

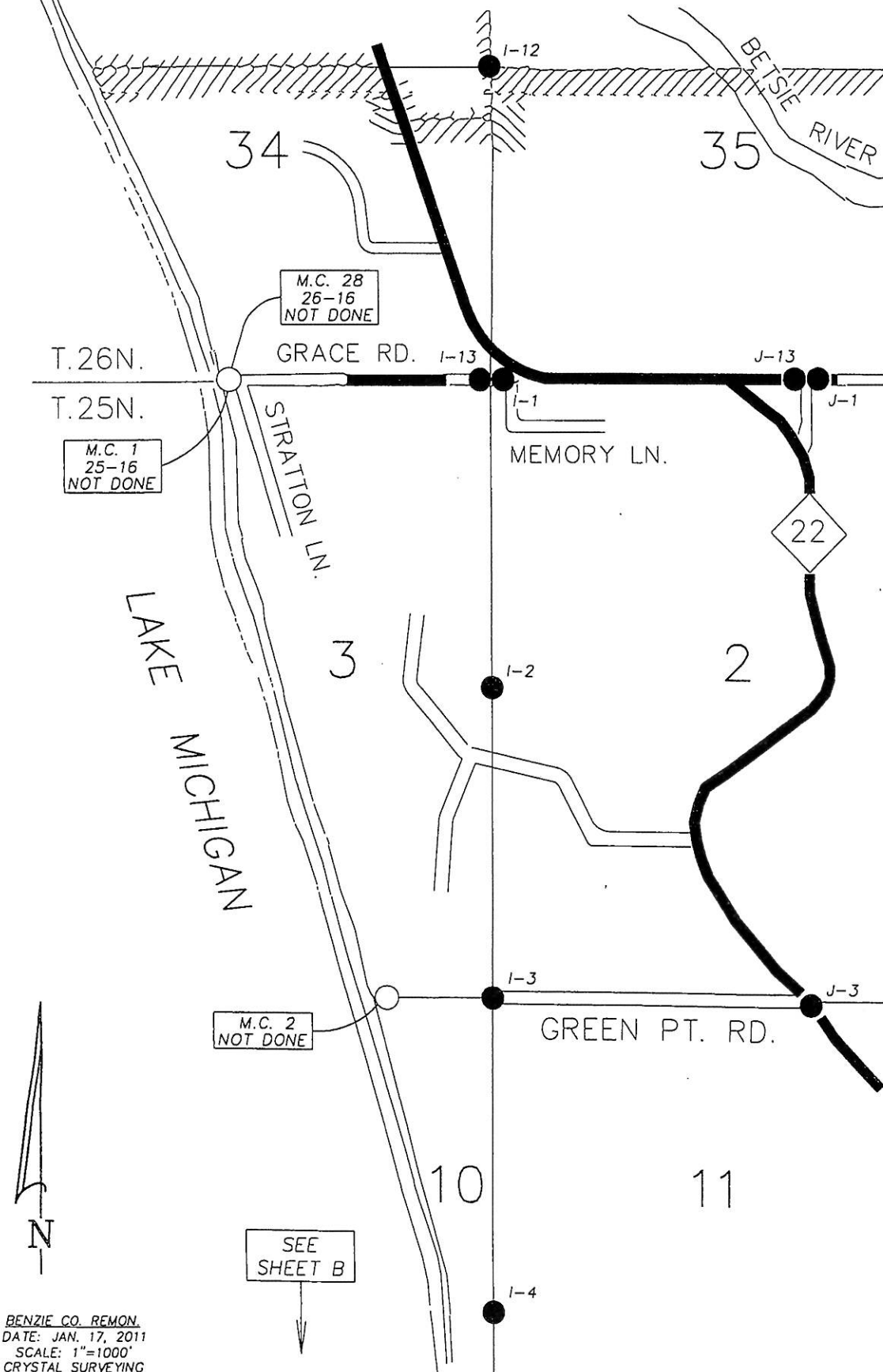
Meander corners: **SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS**

001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 012, 013, 014

Corners Total	Corners completed	Corners to be completed	Percent completed
74	51	23	69%

DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS ON
LAKE MICHIGAN IN T25N, R16W.

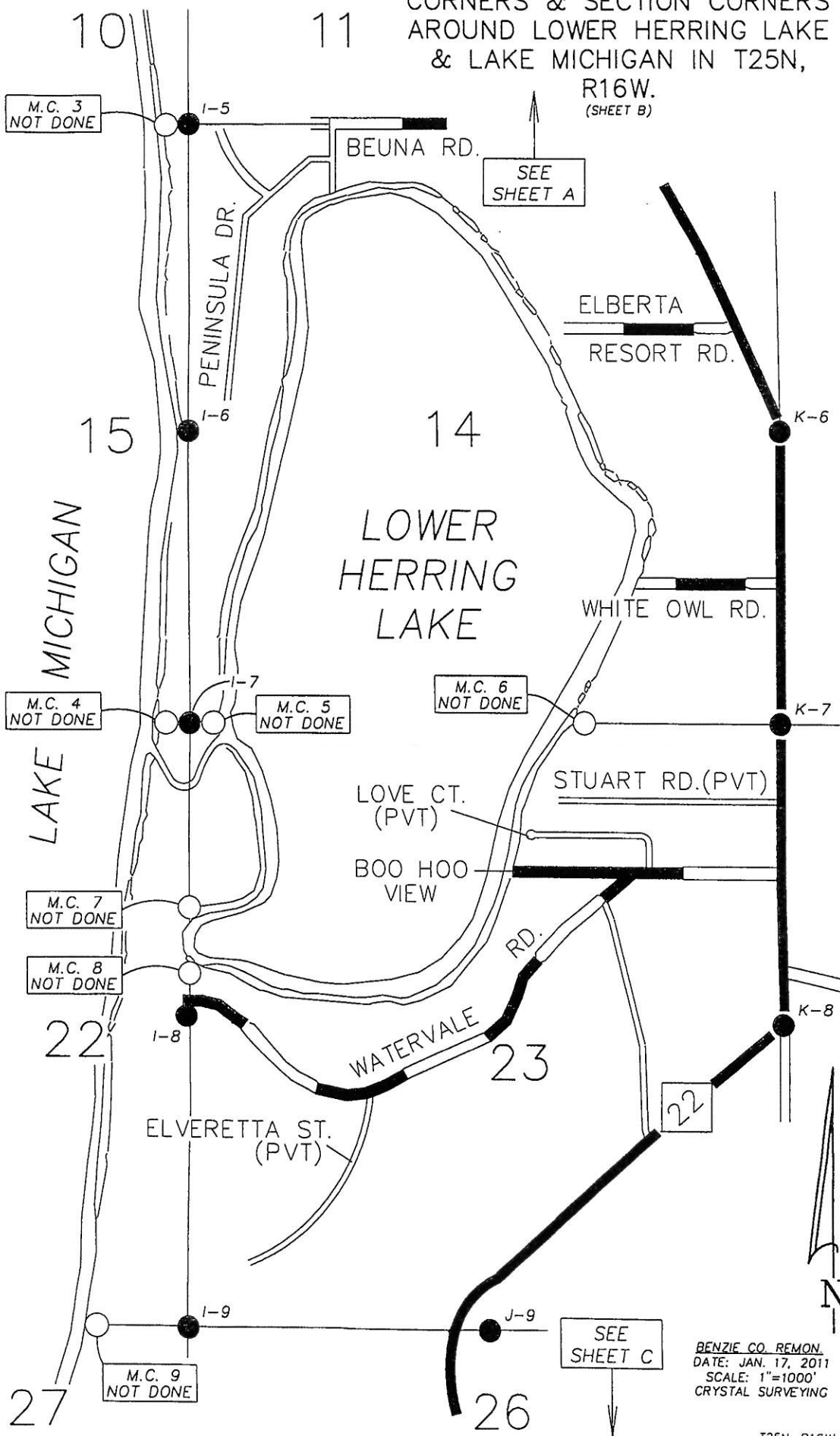
(SHEET A)



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1000'
CRYSTAL SURVEYING

T25N-R16W-A

DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND LOWER HERRING LAKE
& LAKE MICHIGAN IN T25N,
R16W.
(SHEET B)

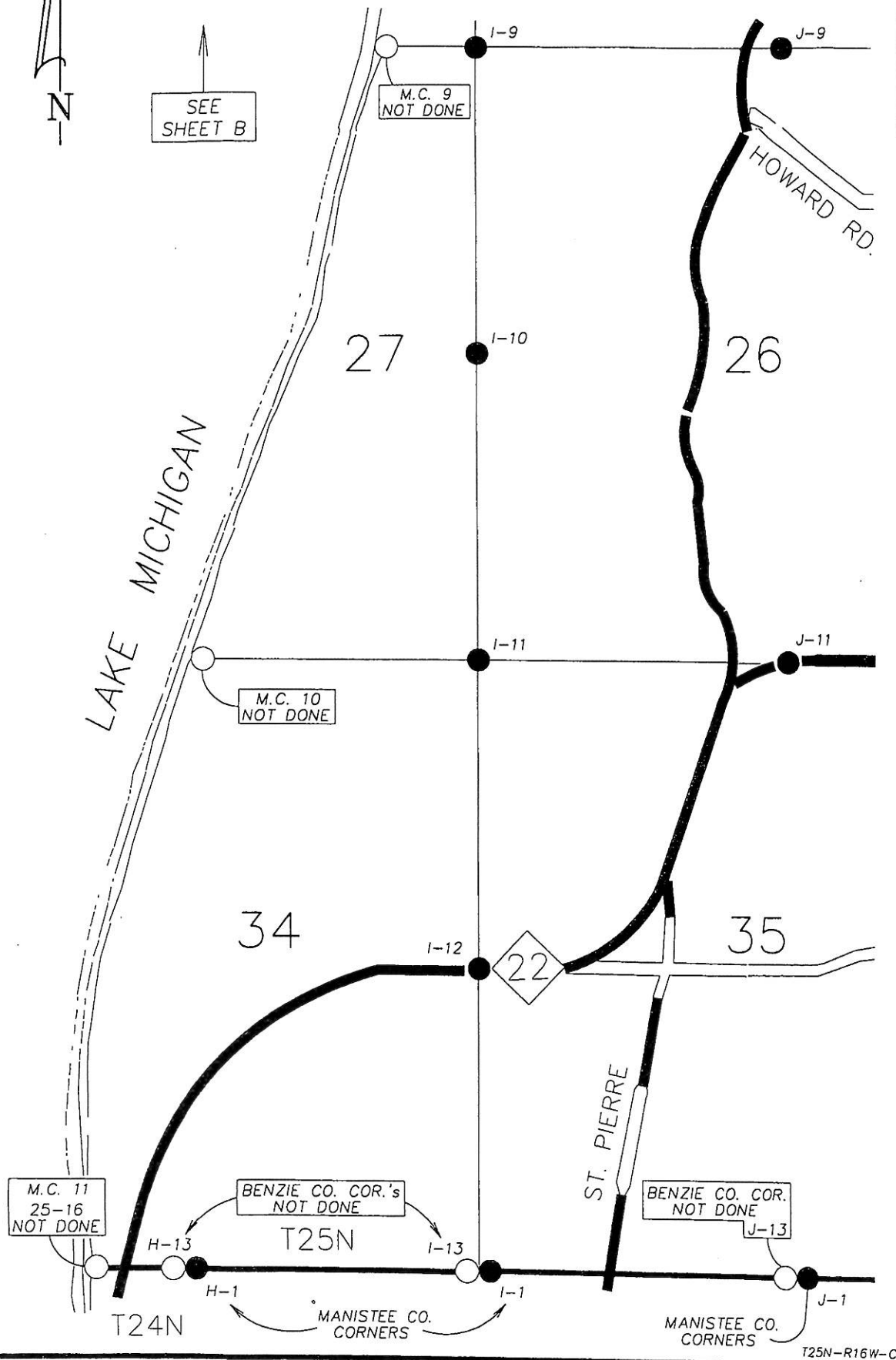


BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1000'
CRYSTAL SURVEYING

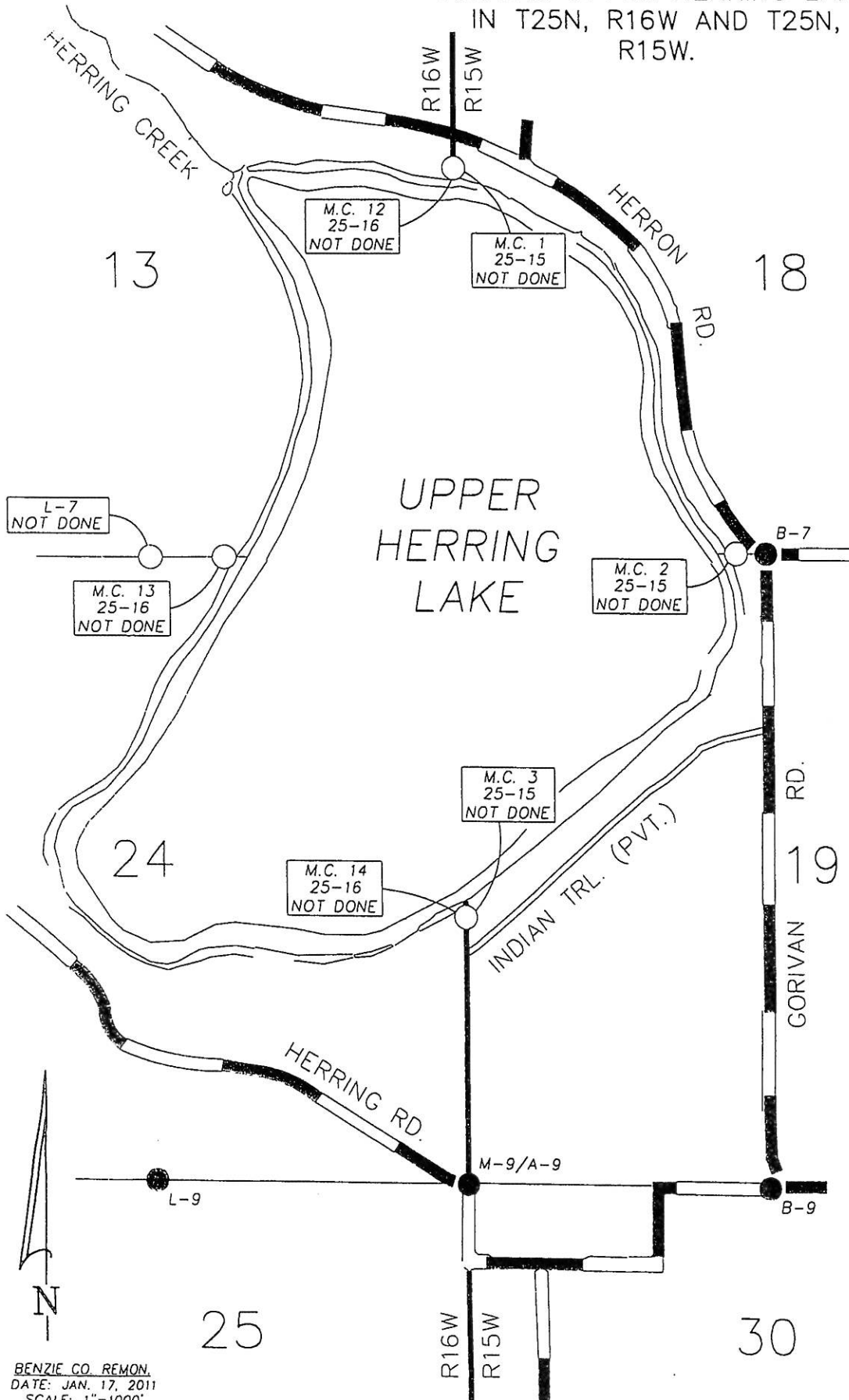
BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1000'
CRYSTAL SURVEYING

DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND LOWER HERRING LAKE &
LAKE MICHIGAN IN T25N, R16W.

(SHEET C)



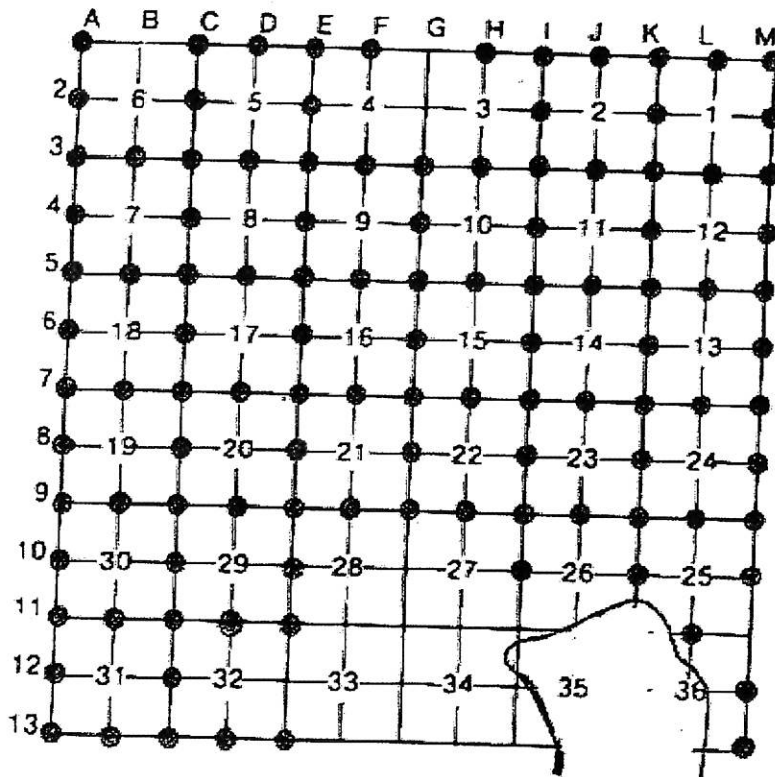
DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND UPPER HERRING LAKE
IN T25N, R16W AND T25N,
R15W.



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1000'
CRYSTAL SURVEYING

T25N-R16W-D

TOWNSHIP 26 NORTH – RANGE 13 W

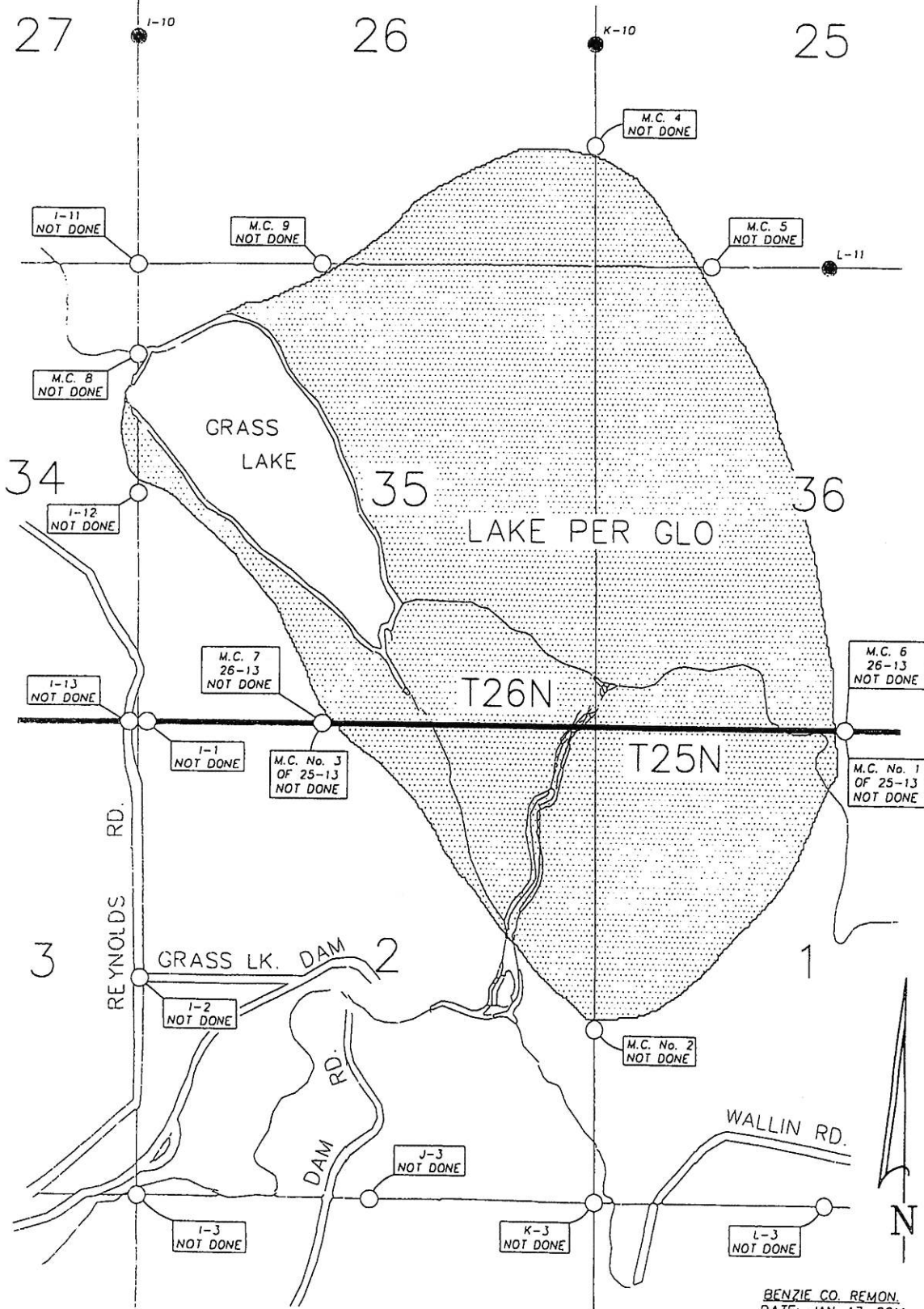


A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13
 B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13
 C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13
 D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13
 E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13
 F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13
 G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13
 H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12, H-13
 I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13
 J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10
 K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10
 L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11
 M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13

Meander corners: SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS
 001, 002, 003, 004, 005, 006, 007, 008, 009

Corners Total	Corners completed	Corners to be completed	Percent completed
169	127	42	75%

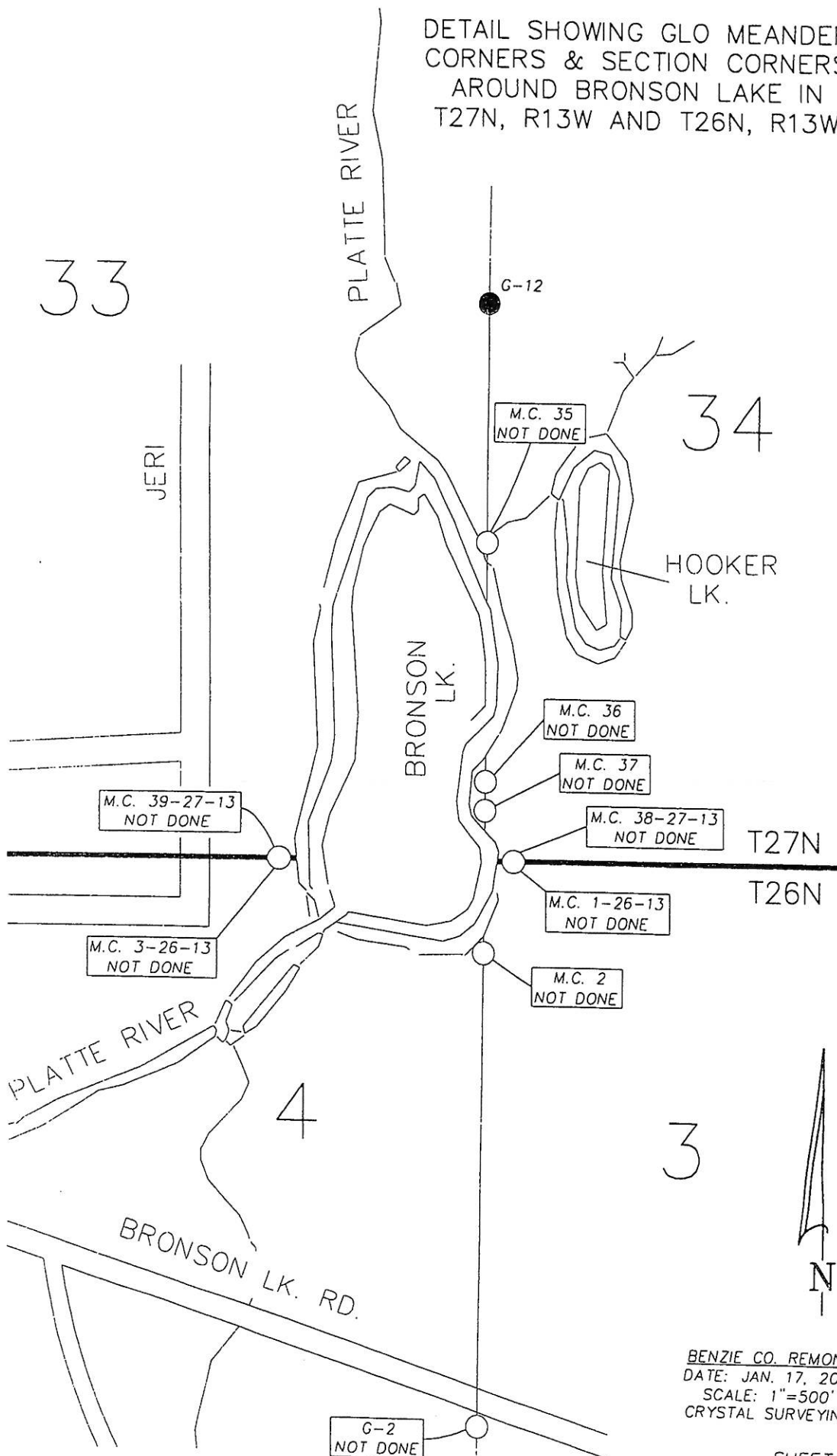
DETAIL SHOWING GLO MEANDER CORNERS
& SECTION CORNERS AROUND GRASS
LAKE IN T26N, R13W AND T25N, R13W.



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1400'
CRYSTAL SURVEYING

T26N-R13W

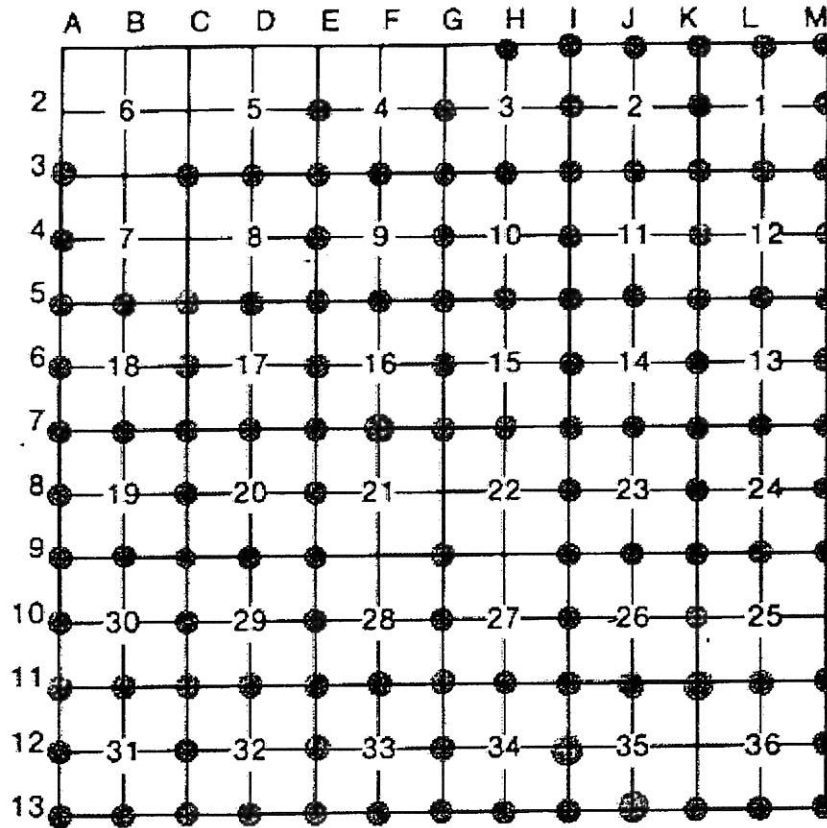
DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND BRONSON LAKE IN
T27N, R13W AND T26N, R13W



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=500'
CRYSTAL SURVEYING

SHEET 5
ALMIRA-5

TOWNSHIP 26 NORTH – RANGE 14 W

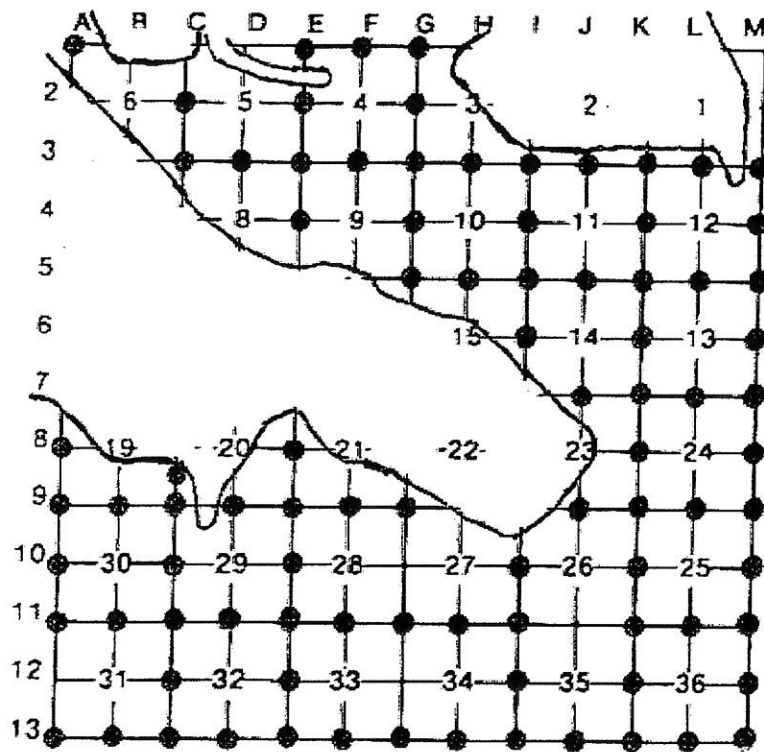


A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13
 B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13
 C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13
 D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13
 E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13
 F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13
 G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13
 H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12, H-13
 I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13
 J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13
 K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12, K-13
 L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13
 M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13

Meander corners: 0

Corners Total	Corners completed	Corners to be completed	Percent completed
169	125	44	74%

TOWNSHIP 26 NORTH – RANGE 15 W



~~A-1, A-8, A-9, A-10, A-11, A-12, A-13~~

B-2, ~~B-9~~, B-10, ~~B-11~~, B-12, ~~B-13~~

~~C-2, C-3, C-9, C-10, C-11, C-12, C-13~~

D-2, ~~D-3~~, D-4, ~~D-9~~, D-10, ~~D-11~~, D-12, ~~D-13~~

~~E 1, E 2, E 3, E 4, E 8, E 9, E 10, E 11, E 12, E 13~~

~~F-1~~, F-2, ~~F-3~~, F-4, ~~F-9~~, F-10, ~~F-11~~, F-12, ~~F-13~~

~~G-1, G-2, G-3, G-4, G-5, G-9, G-10, G-11, G-12, G-13~~

H-2, ~~H-3~~, H-4, ~~H-5~~, H-10, ~~H-11~~, H-12, ~~H-13~~

~~3, 4, 5, 6, 10, 11, 12, 13~~

~~J-3~~, J-4, ~~J-5~~, J-6, ~~J-7~~, ~~J-9~~, J-10, J-11, J-12, ~~J-13~~

~~K3, K4, K5, K6, K7, K8, K9, K10, K11, K12, K13~~

~~L-3~~, L-4, ~~L-5~~, L-6, ~~L-7~~, L-8, ~~L-9~~, L-10, ~~L-11~~, L-12, ~~L-13~~

~~M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13~~

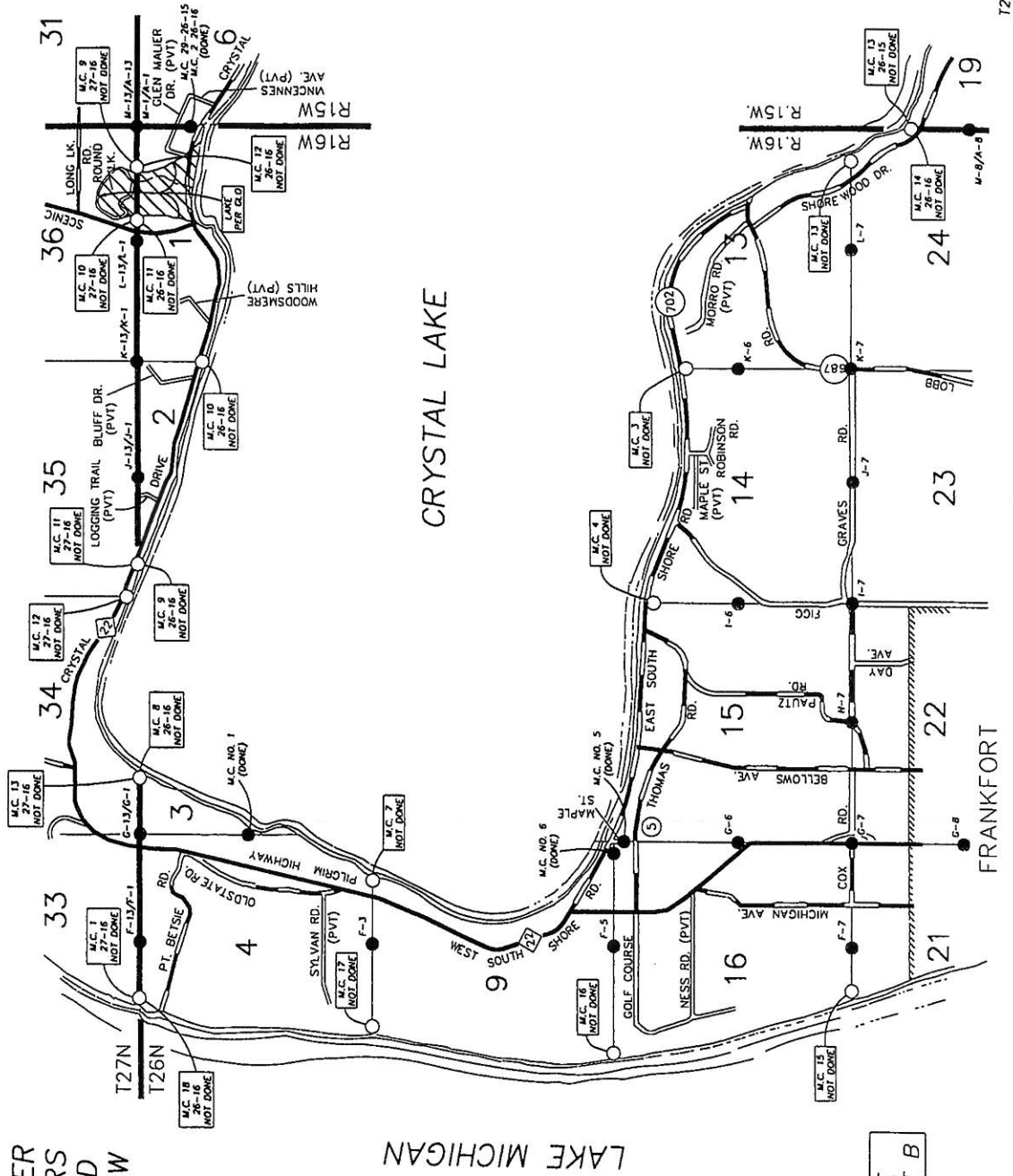
Meander corners : **SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS**

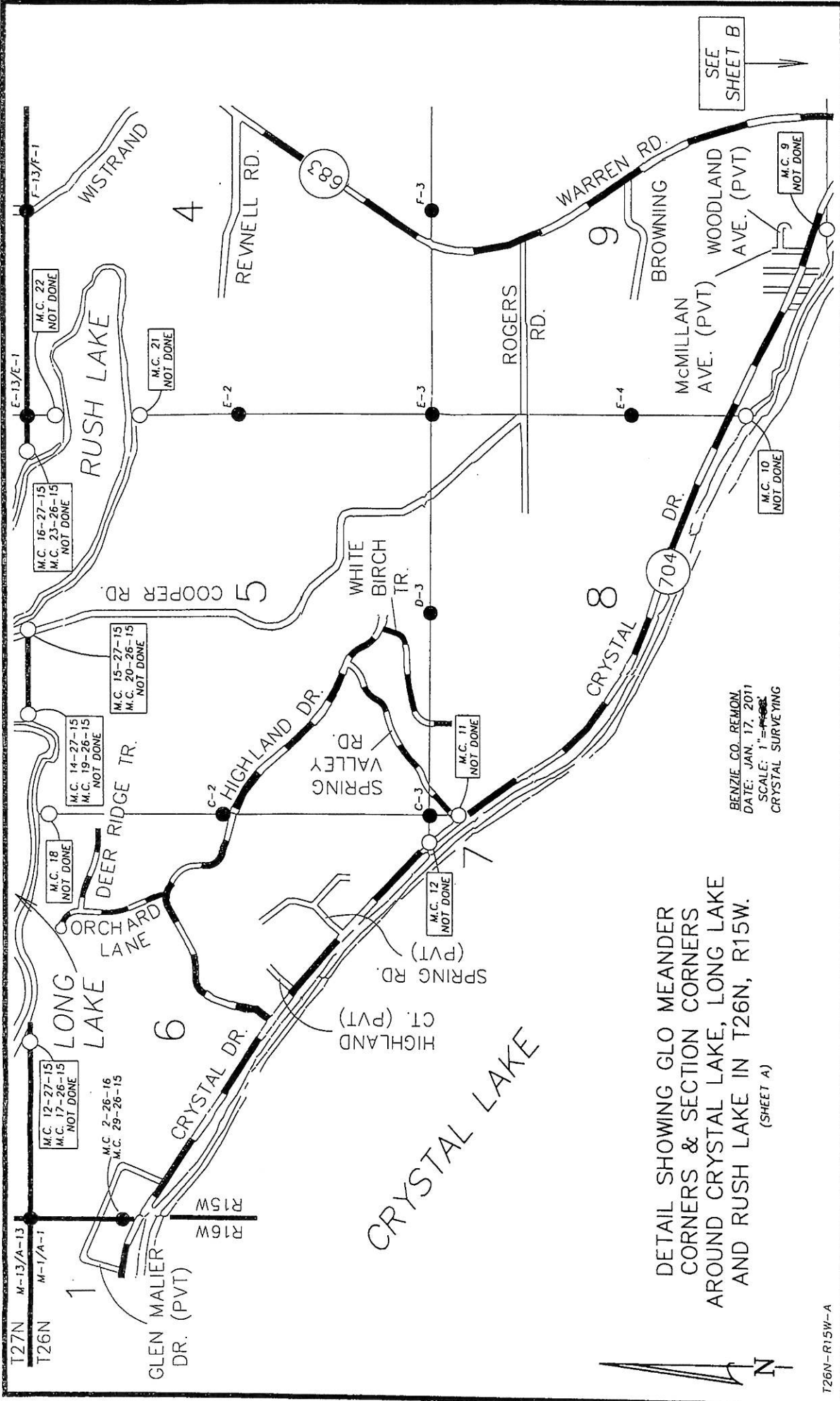
001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029

Corners Total	Corners completed	Corners to be completed	Percent completed
147	94	53	64%

DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND LAKE MICHIGAN AND
CRYSTAL LAKE IN T26N, R16W
(SHEET A)

BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=300'
CRYSTAL SURVEYING





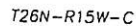
DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND CRYSTAL LAKE, LONG LAKE
AND RUSH LAKE IN T26N, R15W.
(SHEET A)

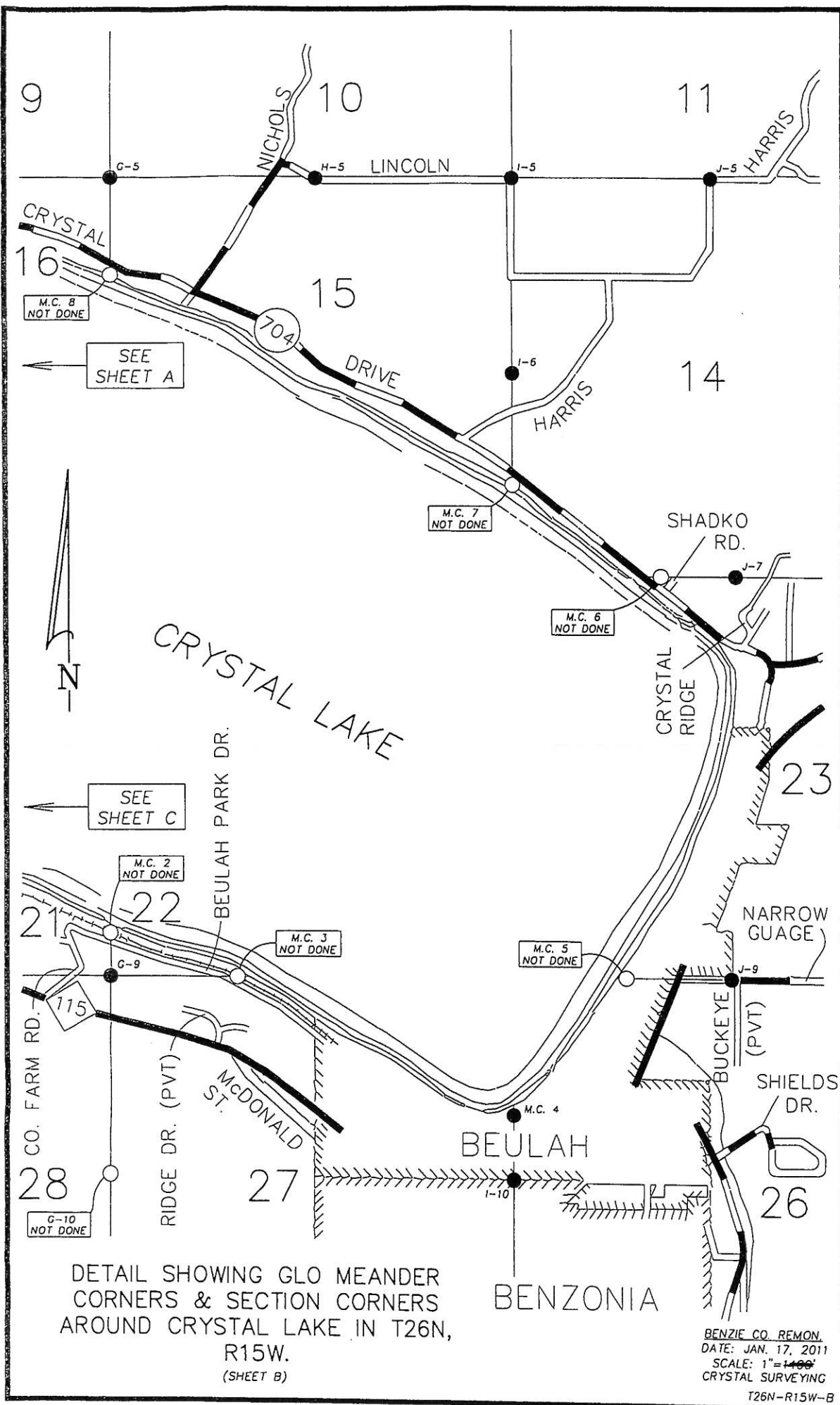
BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=400'
CRYSTAL SURVEYING

T26N-R15W-A

CRYSTAL LAKE

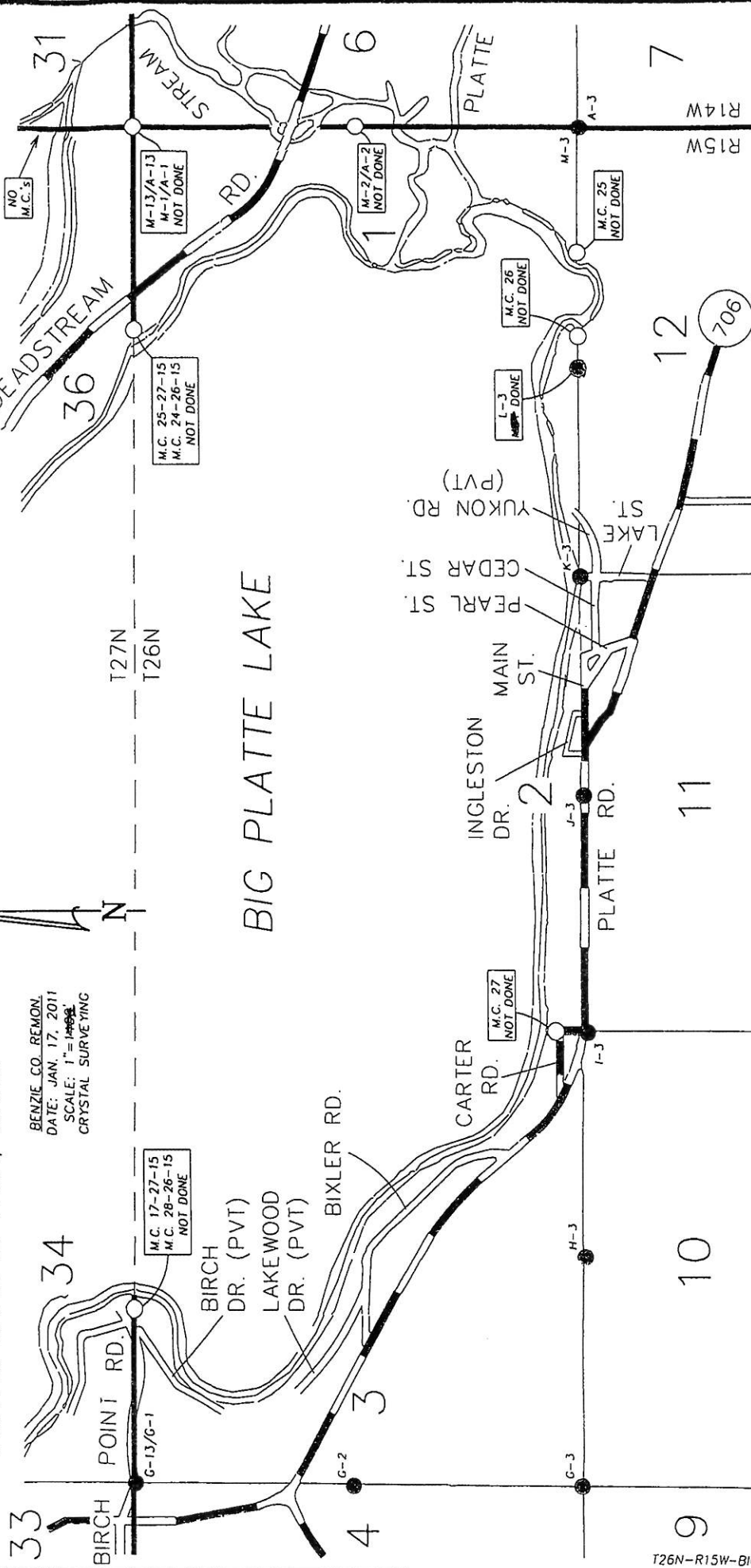
BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1" = ~~1666'~~
CRYSTAL SURVEYING



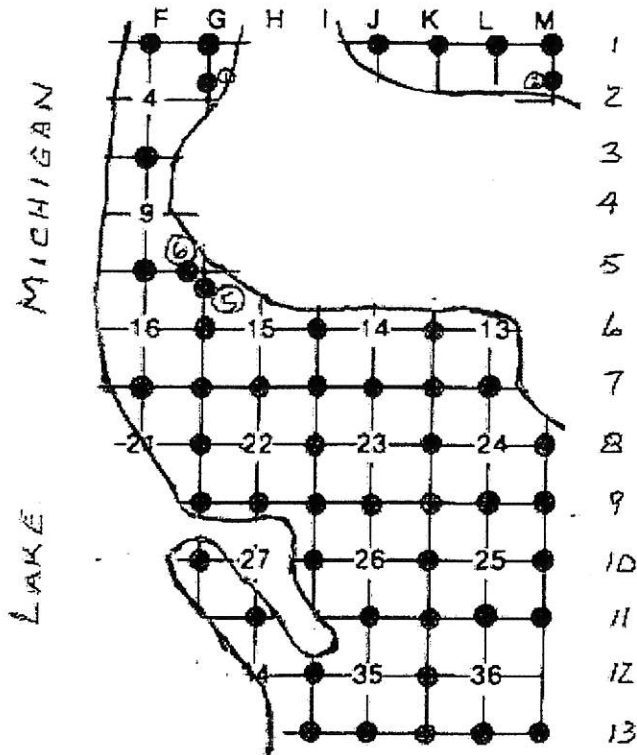


DETAIL SHOWING GLO MEANDER CORNERS & SECTION CORNERS AROUND BIG PLATTE LAKE IN T26N, R15W.

BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1" = 1400'
CRYSTAL SURVEYING



TOWNSHIP 26 NORTH – RANGE 16 W



~~F-1~~, ~~F-2~~, ~~F-3~~, ~~F-4~~, ~~F-5~~, ~~F-6~~, ~~F-7~~
~~G-1~~, ~~G-6~~, ~~G-7~~, ~~G-8~~, ~~G-9~~, ~~G-10~~
~~H-6~~, ~~H-7~~, ~~H-8~~, ~~H-9~~, ~~H-11~~
~~I-6~~, ~~I-7~~, ~~I-8~~, ~~I-9~~, ~~I-10~~, ~~I-12~~, ~~I-13~~
~~J-1~~, ~~J-6~~, ~~J-7~~, ~~J-8~~, ~~J-9~~, ~~J-10~~, ~~J-11~~, ~~J-12~~, ~~J-13~~
~~K-1~~, ~~K-6~~, ~~K-7~~, ~~K-8~~, ~~K-9~~, ~~K-10~~, ~~K-11~~, ~~K-12~~, ~~K-13~~
~~L-1~~, ~~L-6~~, ~~L-7~~, ~~L-8~~, ~~L-9~~, ~~L-10~~, ~~L-11~~, ~~L-12~~, ~~L-13~~
~~M-1~~, ~~M-8~~, ~~M-9~~, ~~M-10~~, ~~M-11~~, ~~M-12~~, ~~M-13~~

Meander corners: SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS

~~001~~, ~~002~~, ~~003~~, ~~004~~, ~~005~~, ~~006~~, ~~007~~, ~~008~~, ~~009~~, ~~010~~, ~~011~~, ~~012~~, ~~013~~, ~~014~~, ~~015~~, ~~016~~, ~~017~~, ~~018~~, ~~019~~, ~~020~~, ~~021~~,
~~022~~, ~~023~~, ~~024~~, ~~025~~, ~~026~~, ~~027~~, ~~028~~

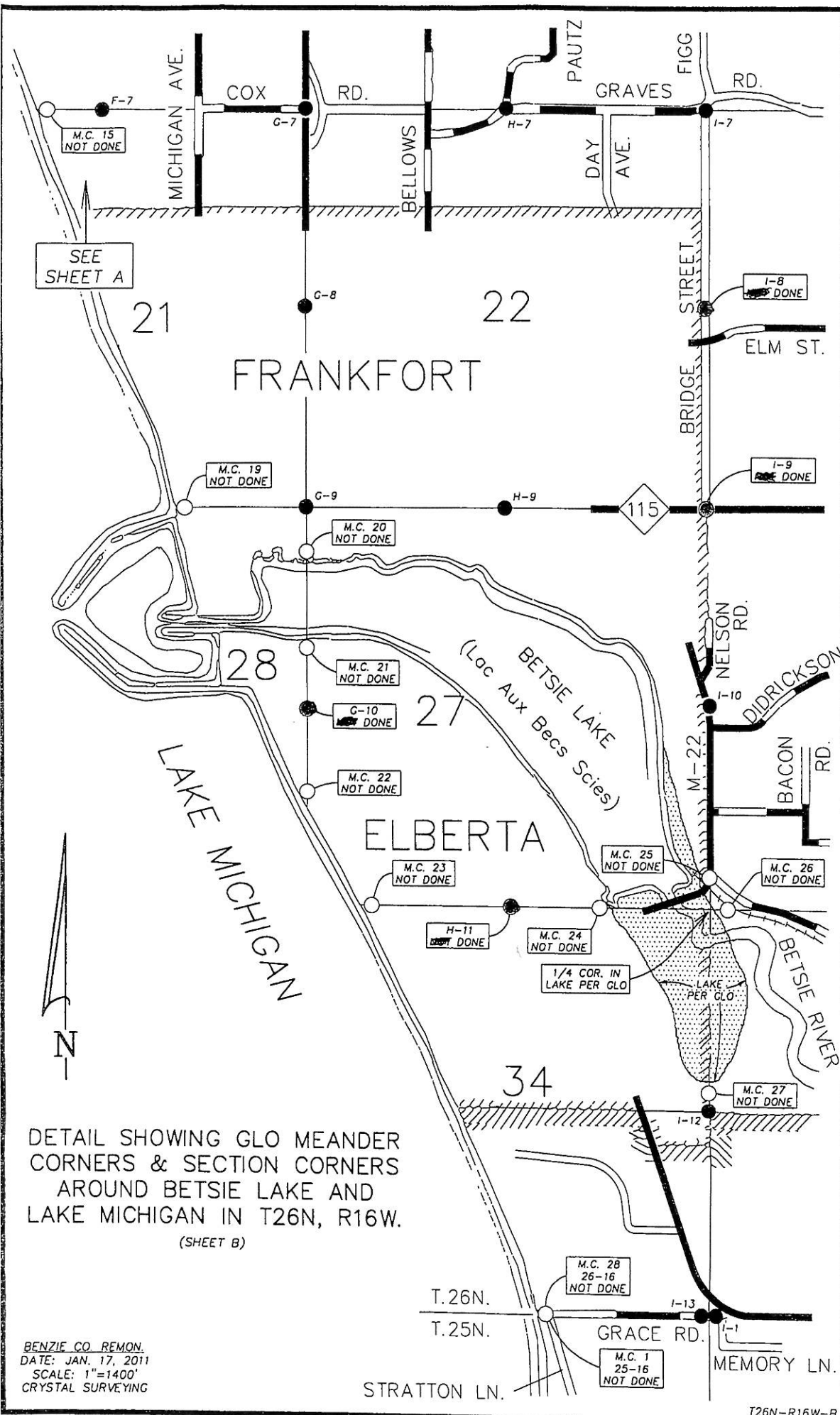
Corners Total	Corners completed	Corners to be completed	Percent completed
87	48	39	55%

(SHEET A)

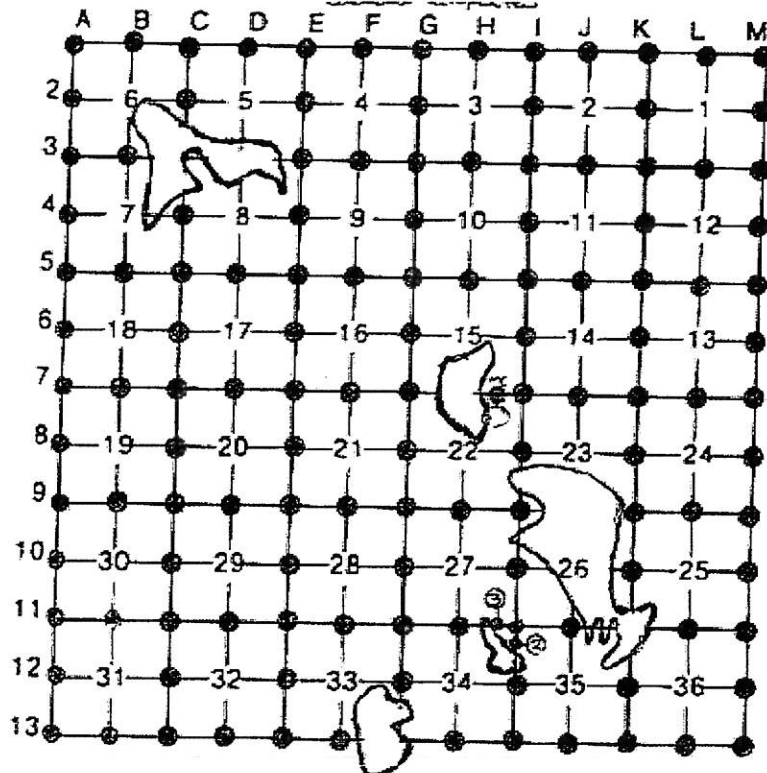
CRYSTAL LAKE

SEE
SHEETS





TOWNSHIP 27 NORTH – RANGE 13 W



A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13
 B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13
 C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13
 D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13
 E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13
 F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13
 G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12
 H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12, H-13
 I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13
 J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13
 K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12, K-13
 L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13
 M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13

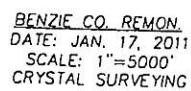
Meander corners : **SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS**

001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039

Corners Total	Corners completed	Corners to be completed	Percent completed
201	149	52	74%

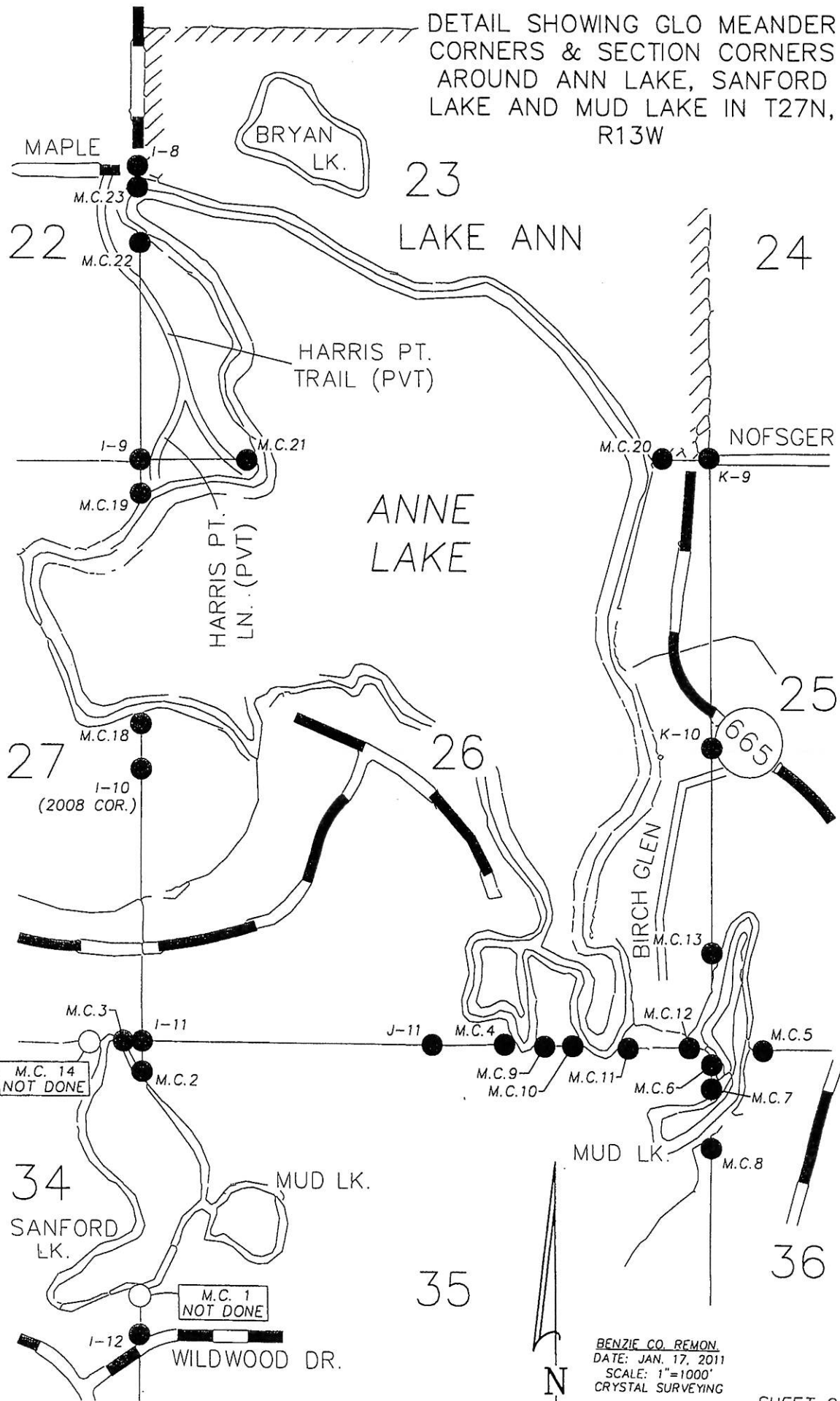
LEELANAU COUNTY

L M/A B C D E F G H I J K L M/A

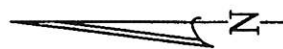


ALMIRA-1

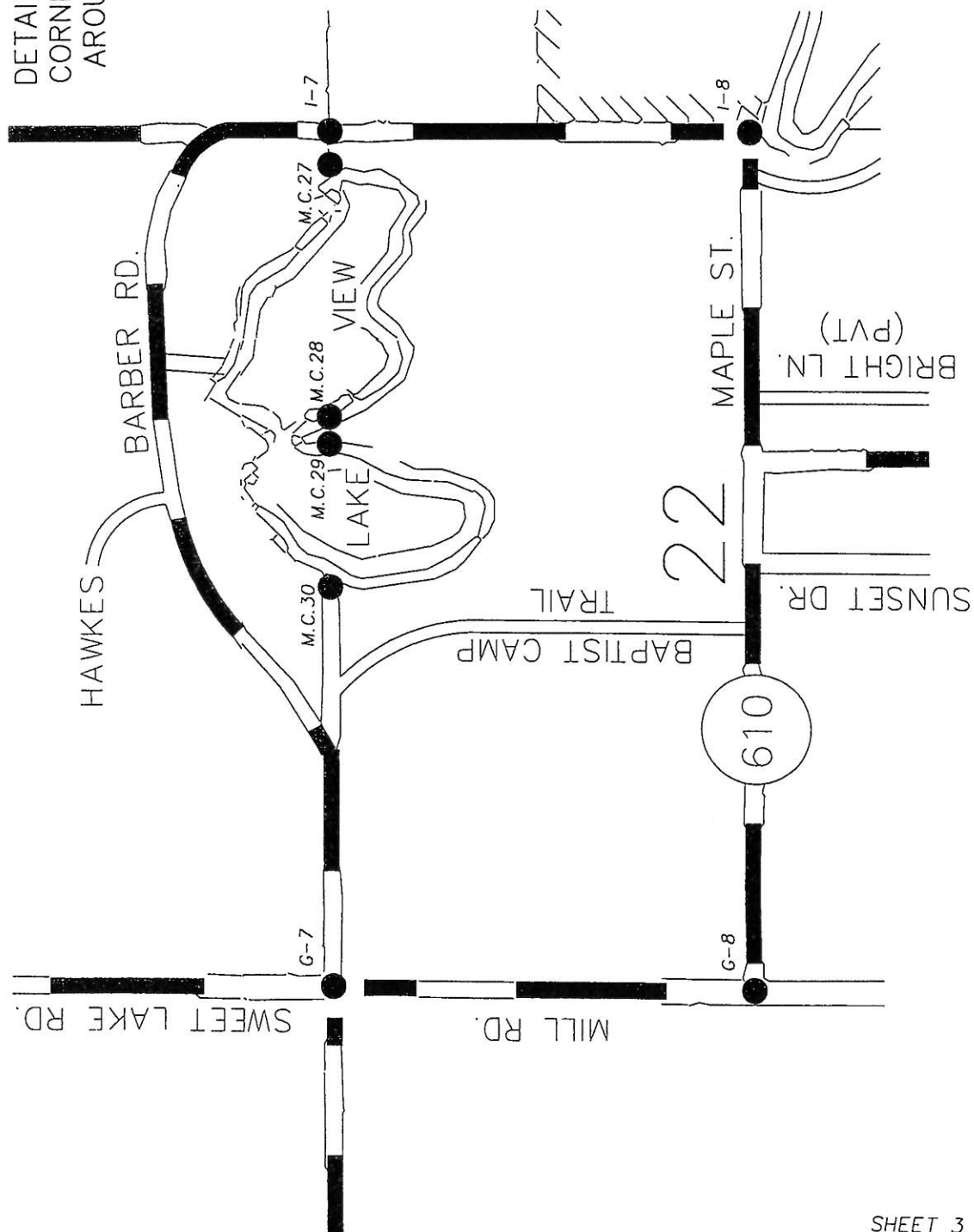
DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND ANN LAKE, SANFORD
LAKE AND MUD LAKE IN T27N,
R13W



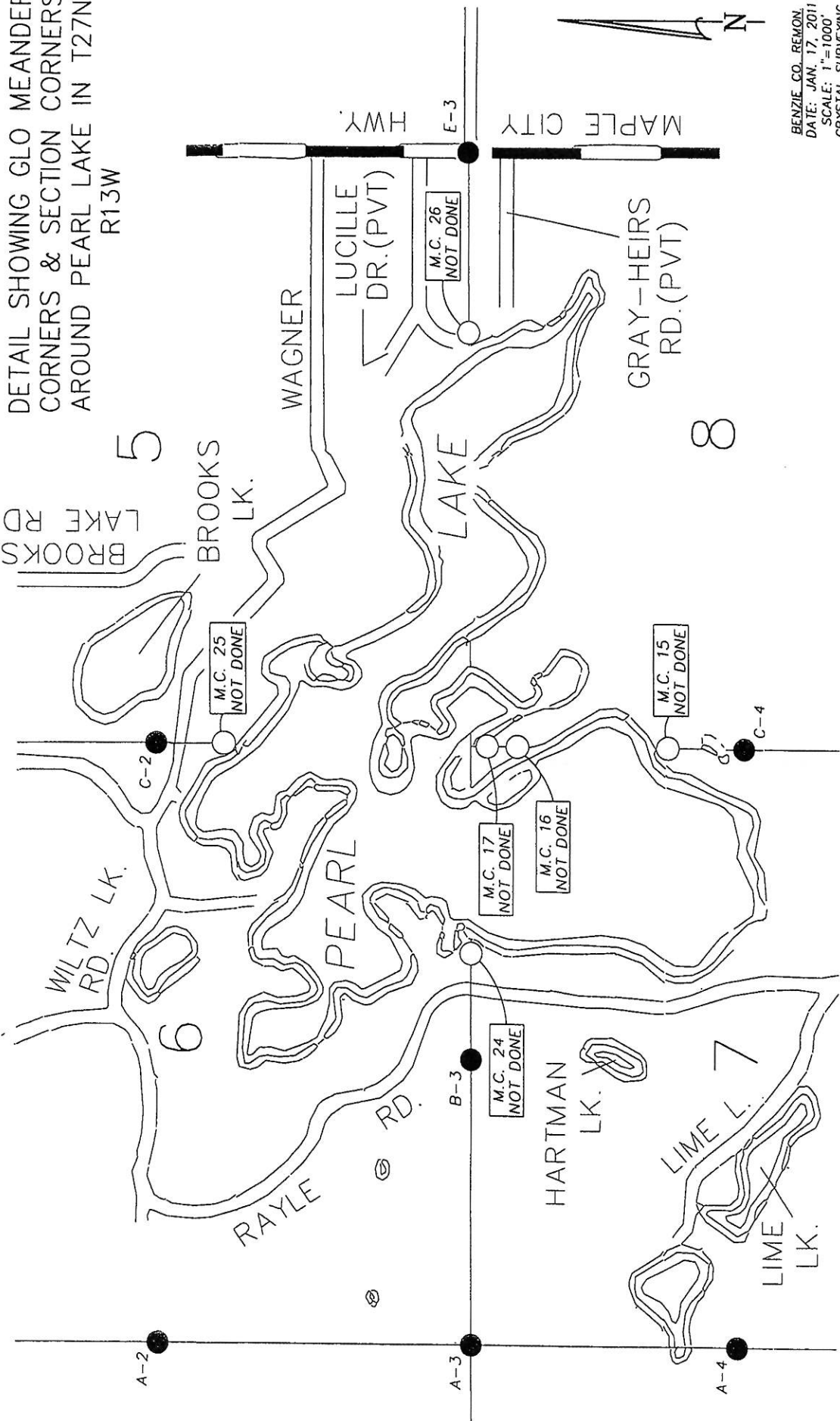
DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND LAKE VIEW IN T27N,
R13W



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=800'
CRYSTAL SURVEYING

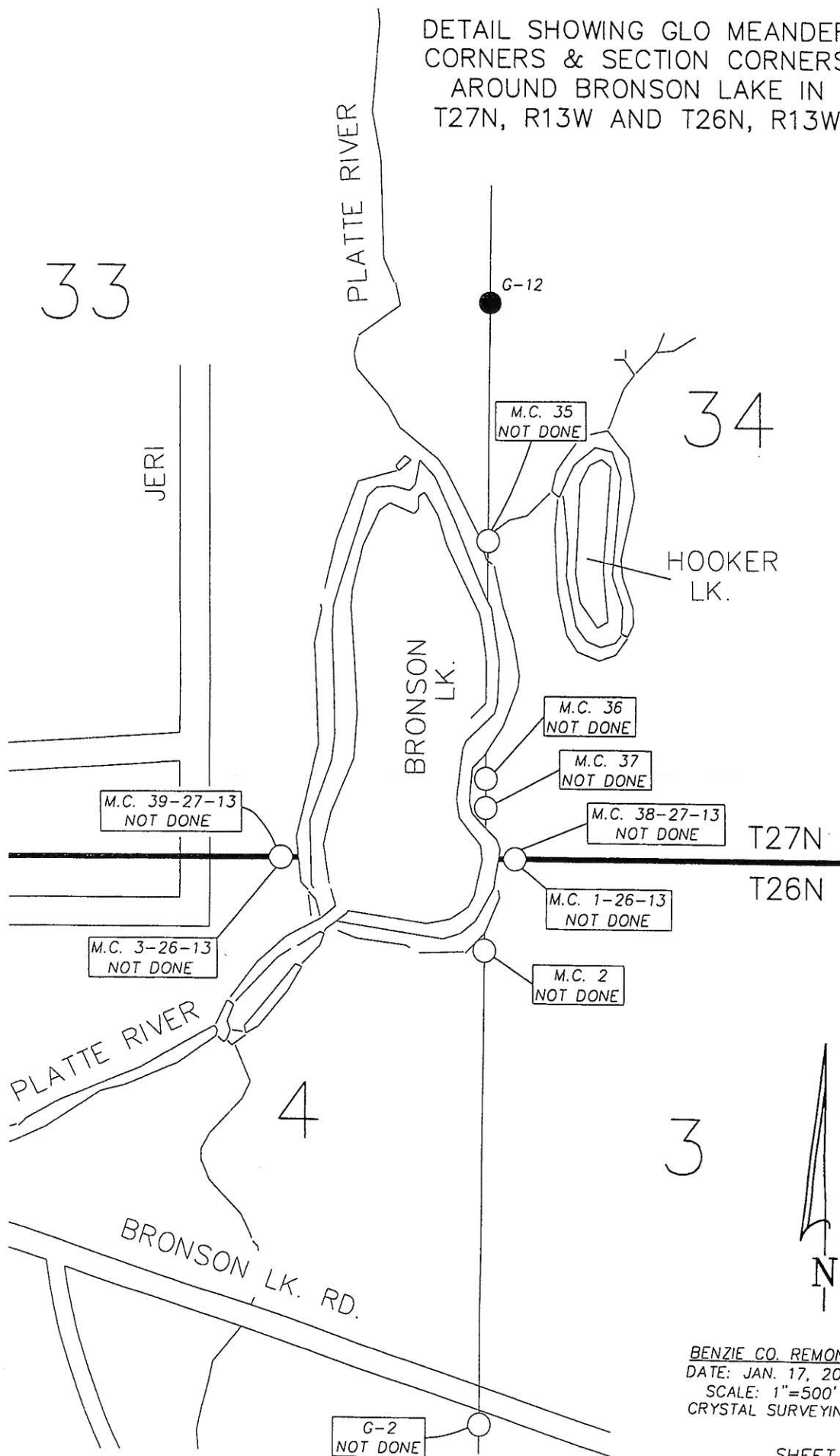


DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND PEARL LAKE IN T27N,
R13W



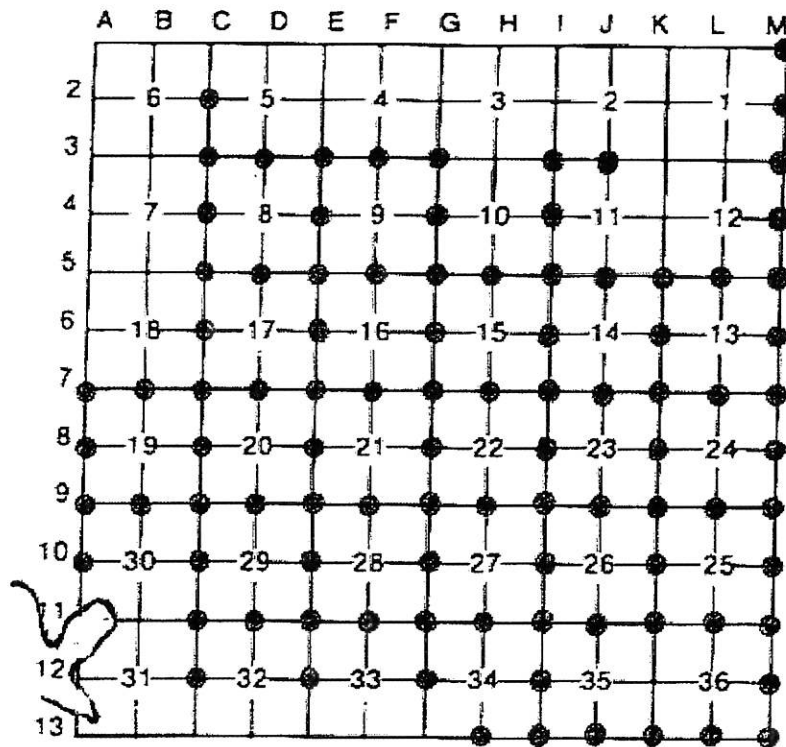
BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1000'
CRYSTAL SURVEYING

DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
AROUND BRONSON LAKE IN
T27N, R13W AND T26N, R13W



BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=500'
CRYSTAL SURVEYING

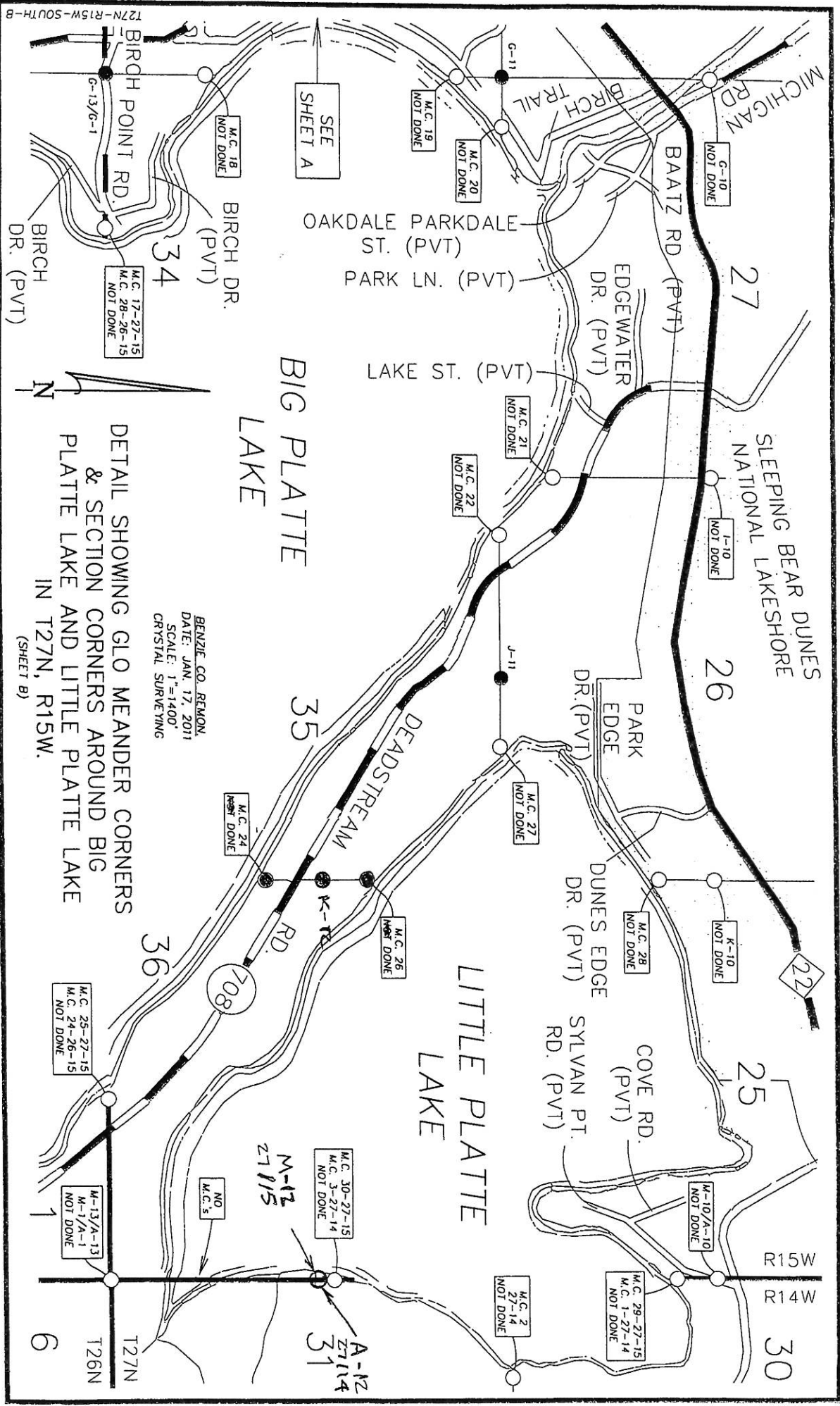
TOWNSHIP 27 NORTH – RANGE 14 W



A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-12, A-13
 B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13
 C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13
 D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13
 E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13
 F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12, F-13
 G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13
 H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12, H-13
 I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13
 J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10, J-11, J-12, J-13
 K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12, K-13
 L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13
 M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12, M-13

Meander corners : **SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS**
 001, 002, 003

Corners Total	Corners completed	Corners to be completed	Percent completed
171	110	61	64%



DETAIL SHOWING GLO MEANDER CORNERS
& SECTION CORNERS AROUND BIG
PLATTE LAKE AND LITTLE PLATTE LAKE
IN T27N, R15W.
(SHEET B)

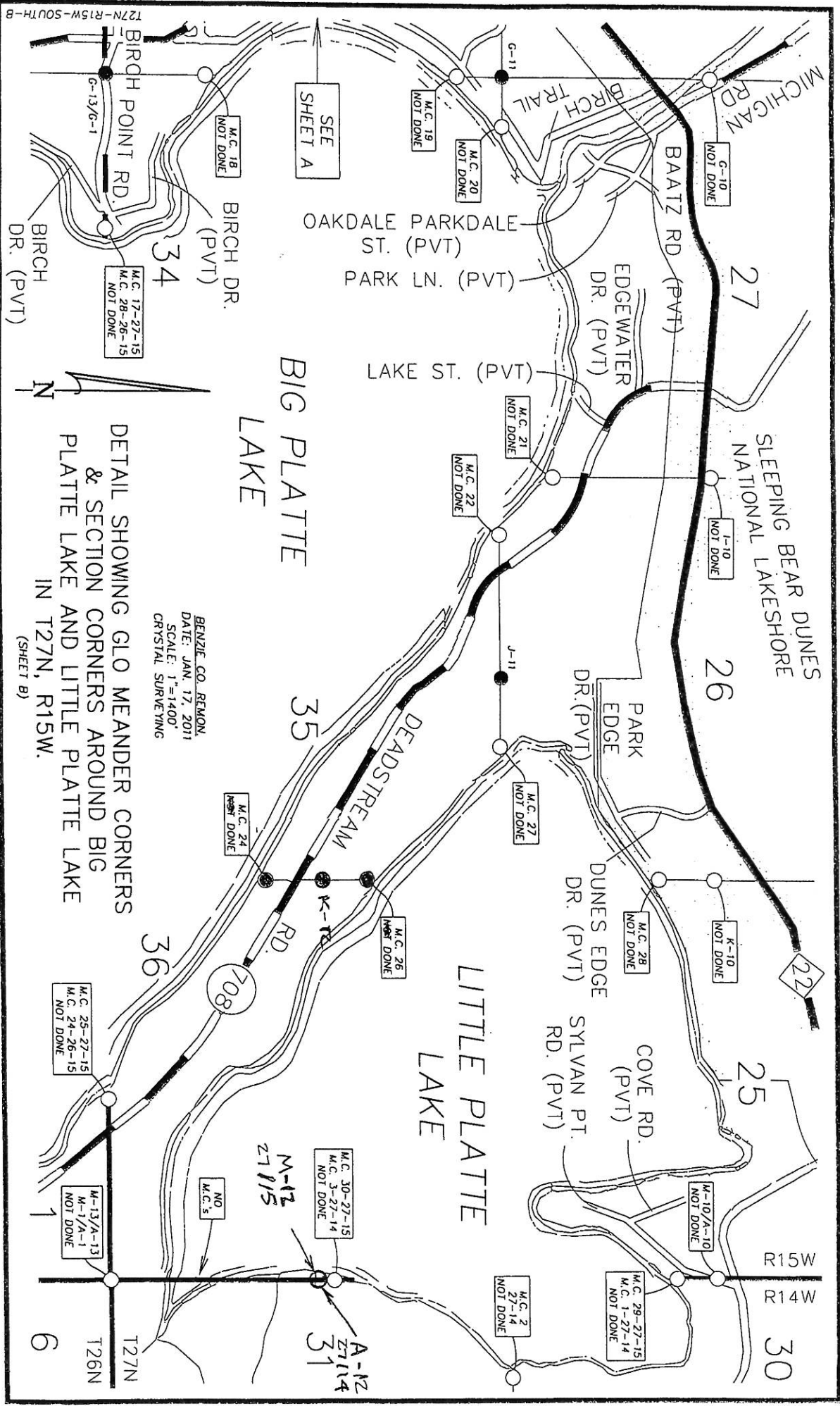
BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1400'
CRYSTAL SURVEYING

SEE
SHEET A

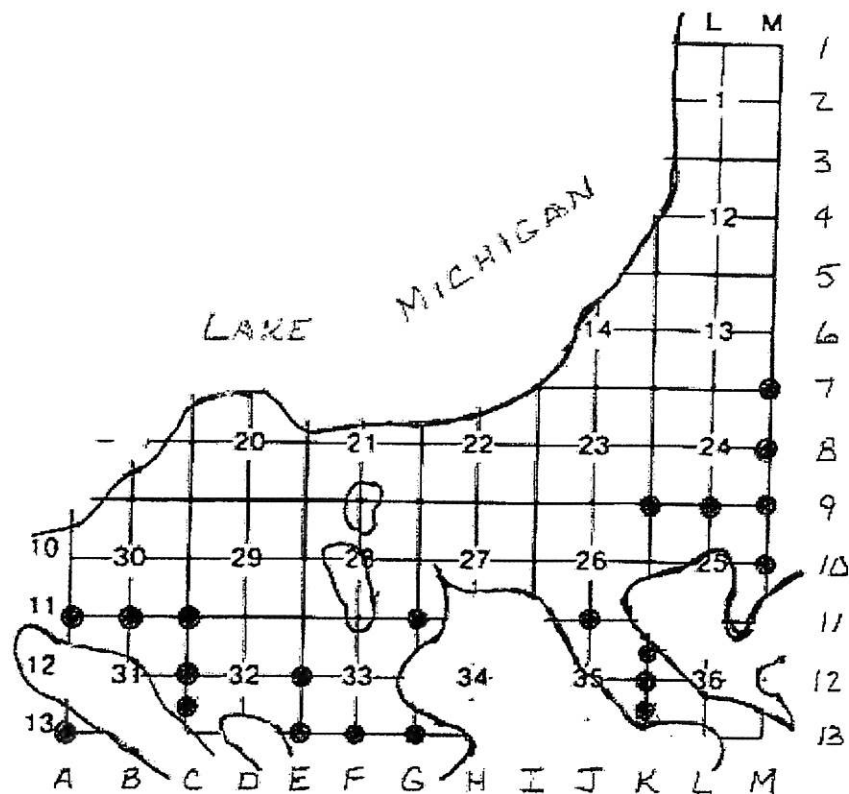
BIG PLATTE
LAKE

LITTLE PLATTE
LAKE

SLEEPING BEAR DUNES
NATIONAL LAKESHORE



TOWNSHIP 27 NORTH – RANGE 15 W



A-10, A-11, A-13

B-9, B-10, B-11

C-9, C-10, C-11, C-12

D-8, D-9, D-10, D-11, D-12

E-8, E-9, E-10, E-11, E-12, E-13

F-8, F-12, F-13

G-8, G-9, G-10, G-11, G-13

H-8, H-9, H-10

I-8, I-9, I-10

J-6, J-7, J-8, J-9, J-10, J-11

K-5, K-6, K-7, K-8, K-9, K-10, K-11

L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9

M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-12, M-13

Meander corners: **SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS**

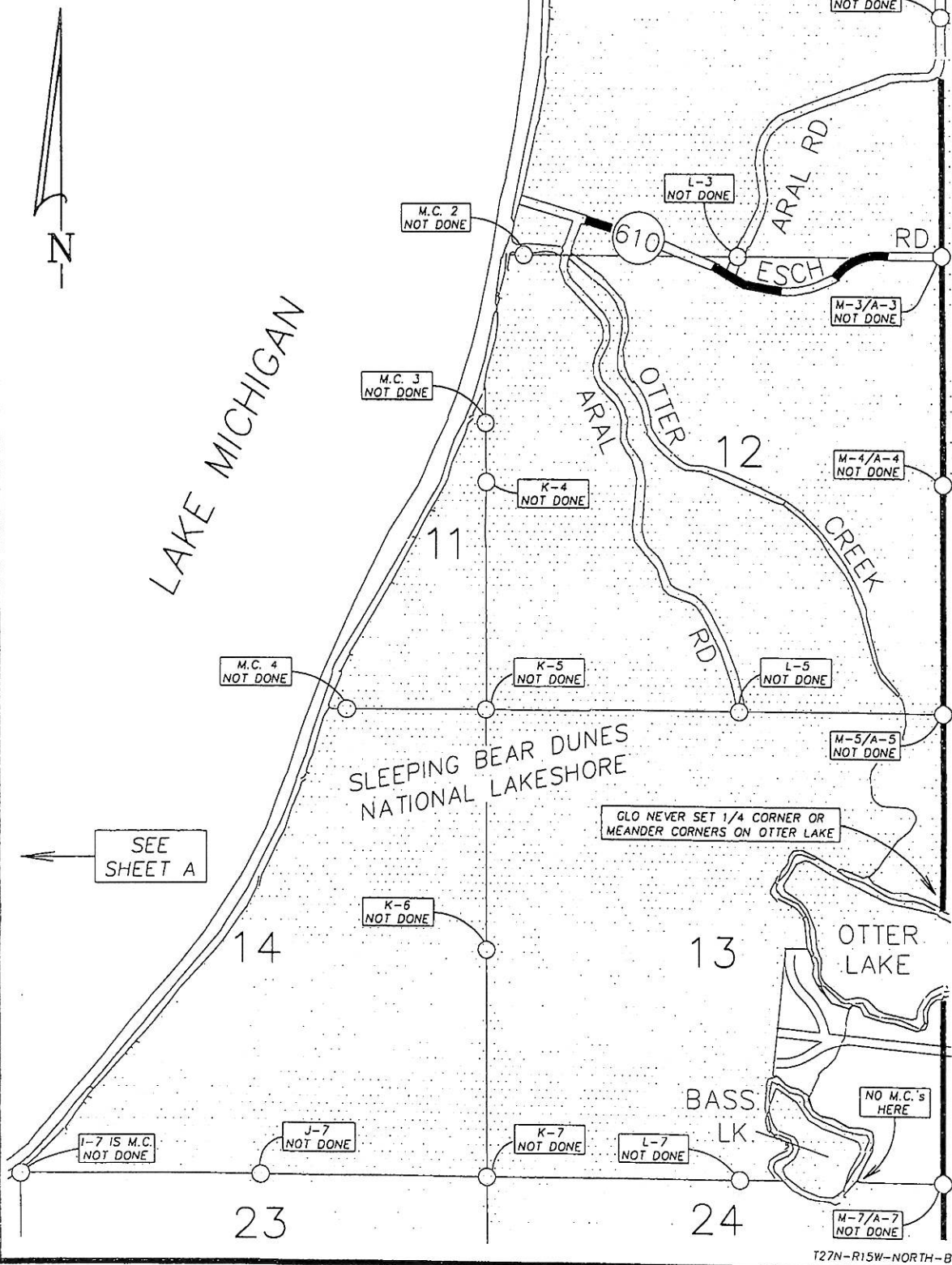
001, 002, 003, 004, I-7, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 024, 025, 026, 027, 028, 029, 030

Corners Total	Corners completed	Corners to be completed	Percent completed
99	63	36	63%

DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS
ON LAKE MICHIGAN IN T27N,
R15W.
(SHEET B)

BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1400'
CRYSTAL SURVEYING

NORTH PART OF T27N, R15W



DETAIL SHOWING GLO MEANDER
CORNERS & SECTION CORNERS ON
LAKE MICHIGAN IN T27N, R15W.

(SHEET A)

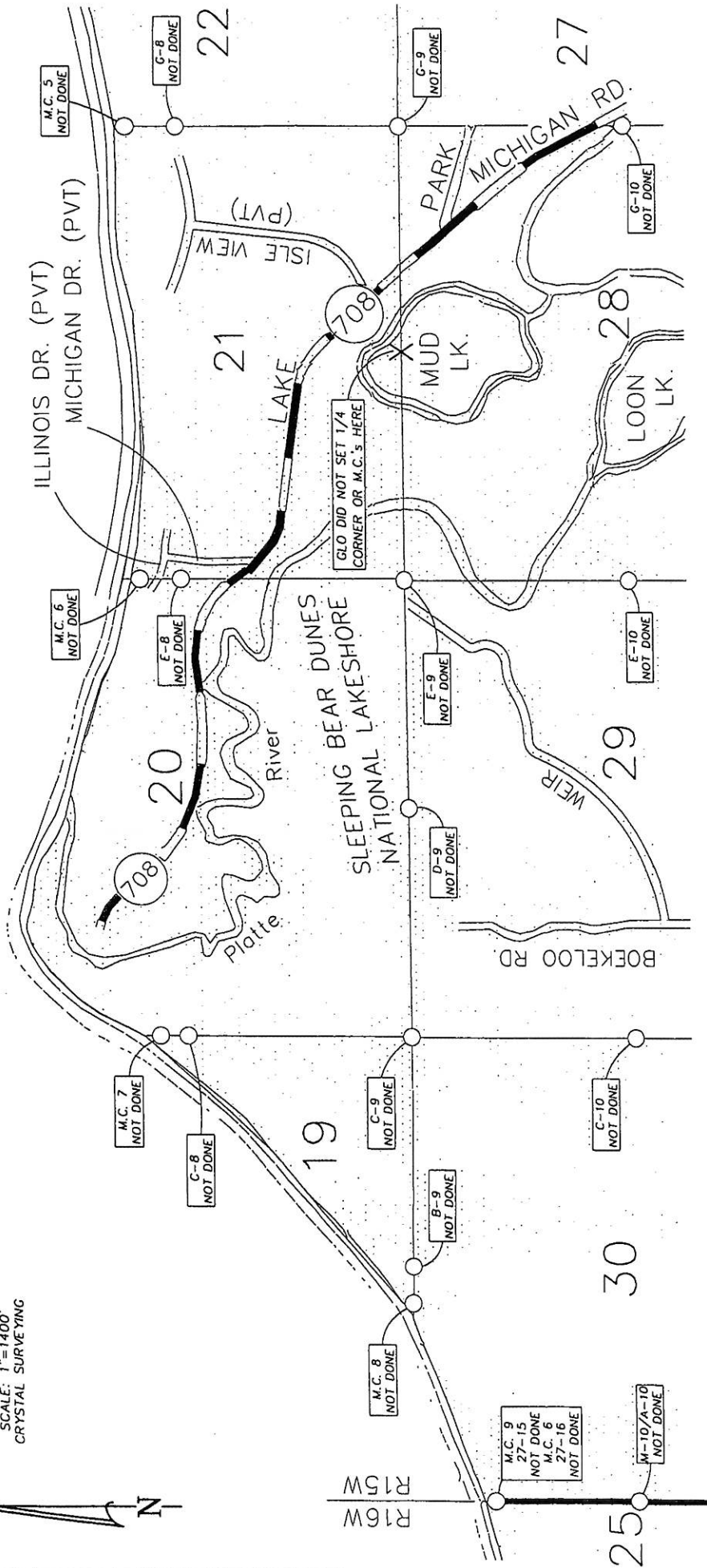
BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1400'
CRYSTAL SURVEYING



LAKE MICHIGAN

NORTH PART OF T27N, R15W

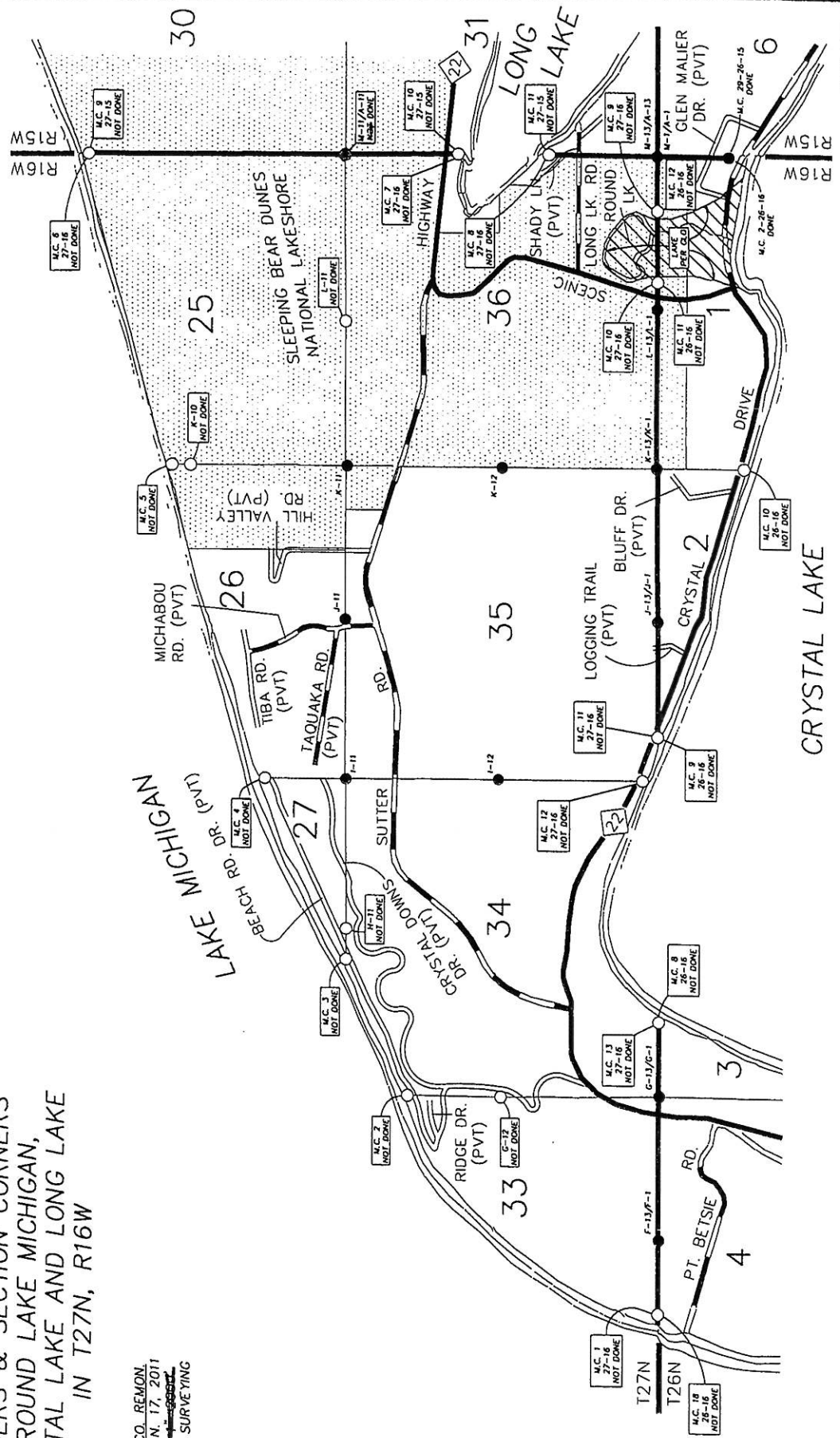
SEE
SHEET B



T27N-R15W-NORTH-A

DETAIL SHOWING GLO MEANDER
 CORNERS & SECTION CORNERS
 AROUND LAKE MICHIGAN,
 CRYSTAL LAKE AND LONG LAKE
 IN T27N, R16W

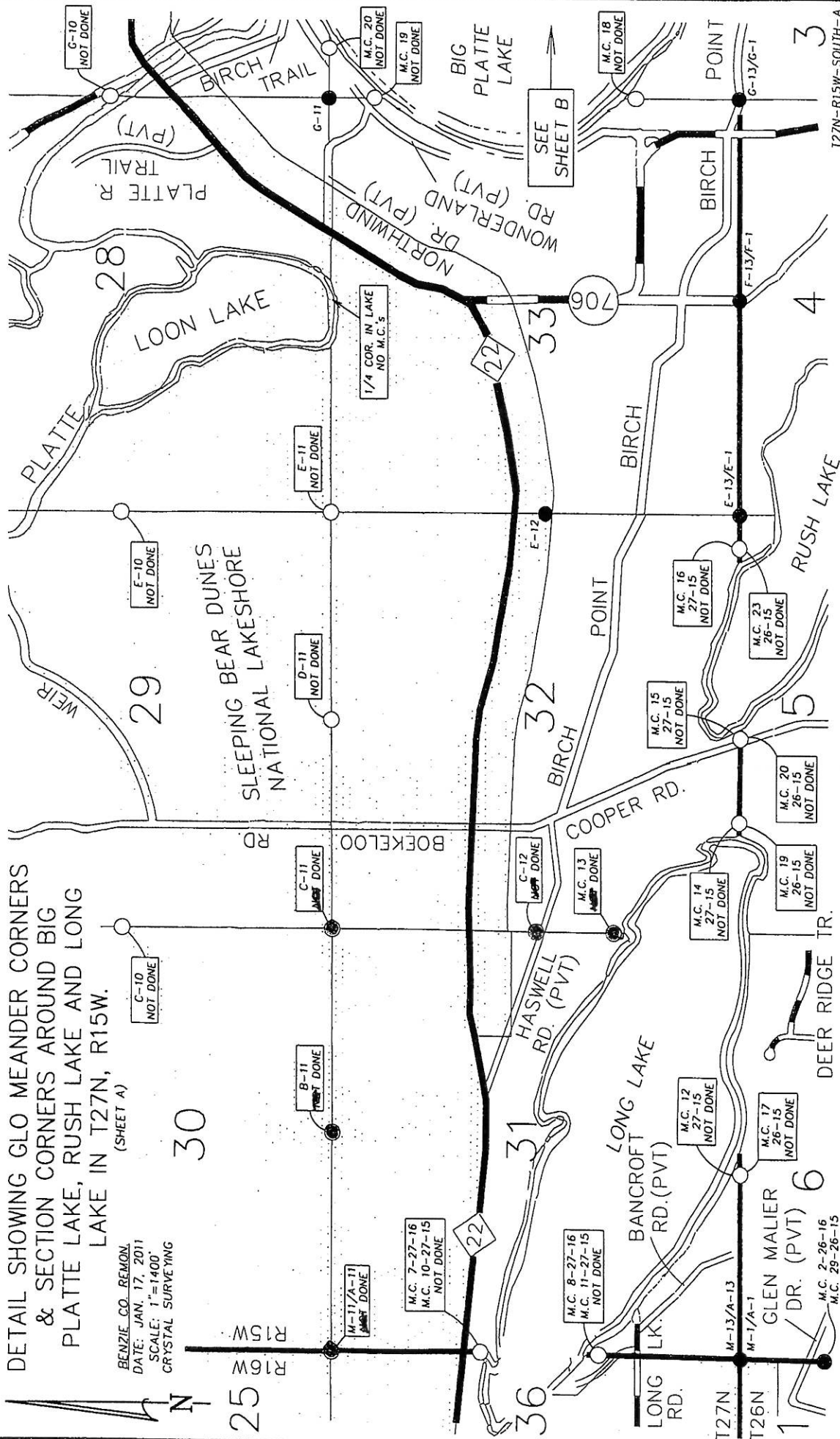
BENZIE CO. REMON.
 DATE: JAN. 17, 2011
 SOME ~~REWORK~~
 CRYSTAL SURVEYING



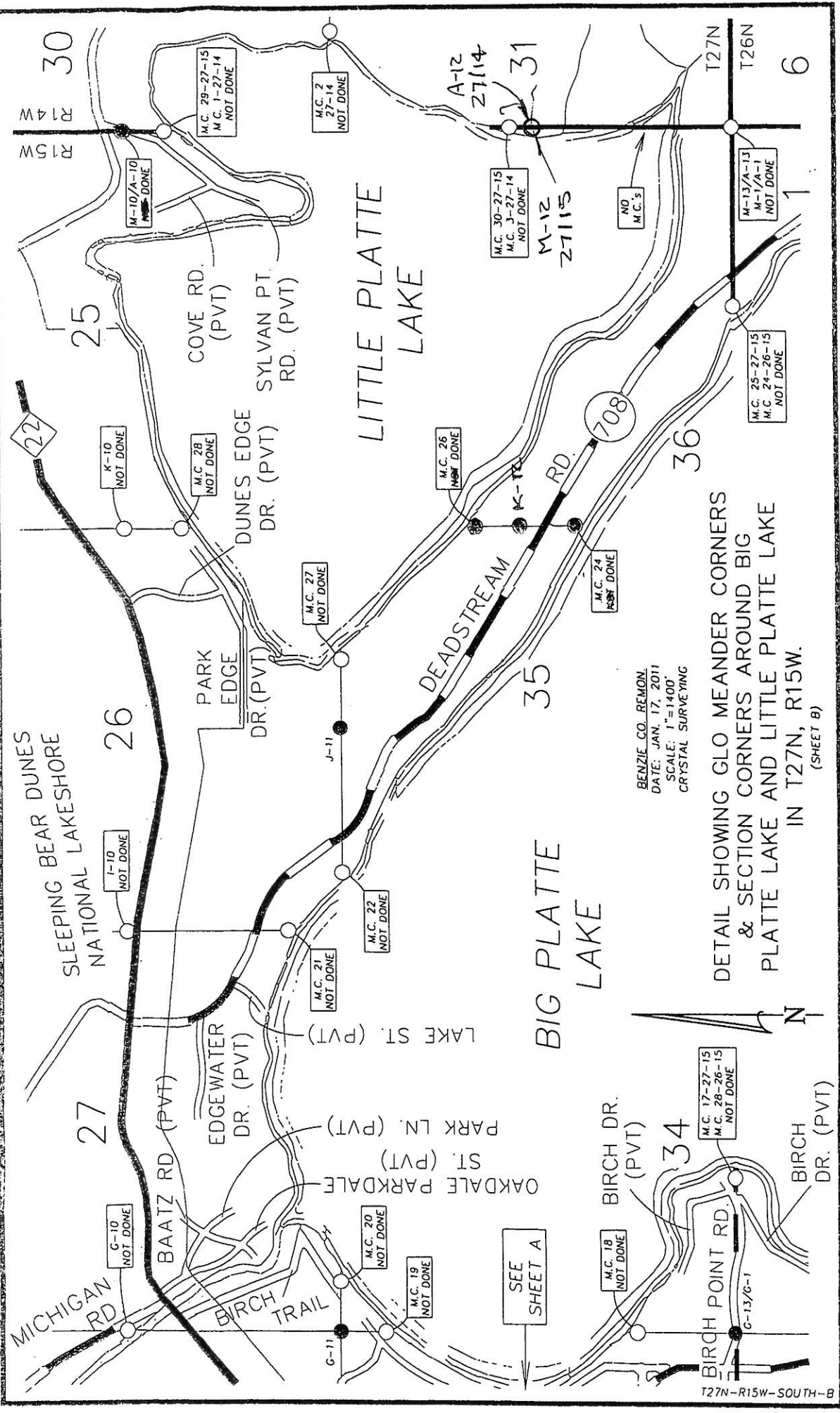
DETAIL SHOWING GLO MEANDER CORNERS & SECTION CORNERS AROUND BIG PLATTE LAKE, RUSH LAKE AND LONG LAKE IN T27N, R15W.

BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1400'
CRYSTAL SURVEYING

(SHEET A)



T27N-R15W-SOUTH-A



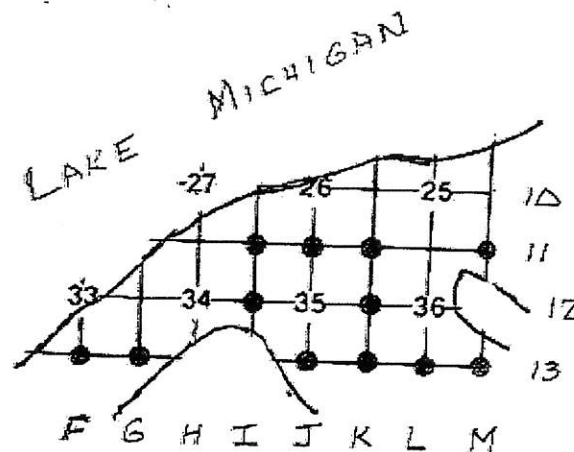
DETAIL SHOWING GLO MEANDER CORNERS
& SECTION CORNERS AROUND BIG
PLATTE LAKE AND LITTLE PLATTE LAKE
IN T27N, R15W.
(SHEET B)

BENZIE CO. REMON.
DATE: JAN. 17, 2011
SCALE: 1"=1400'
CRYSTAL SURVEYING

SEE
SHEET A

T27N-R15W-SOUTH-B

TOWNSHIP 27 NORTH – RANGE 16 W



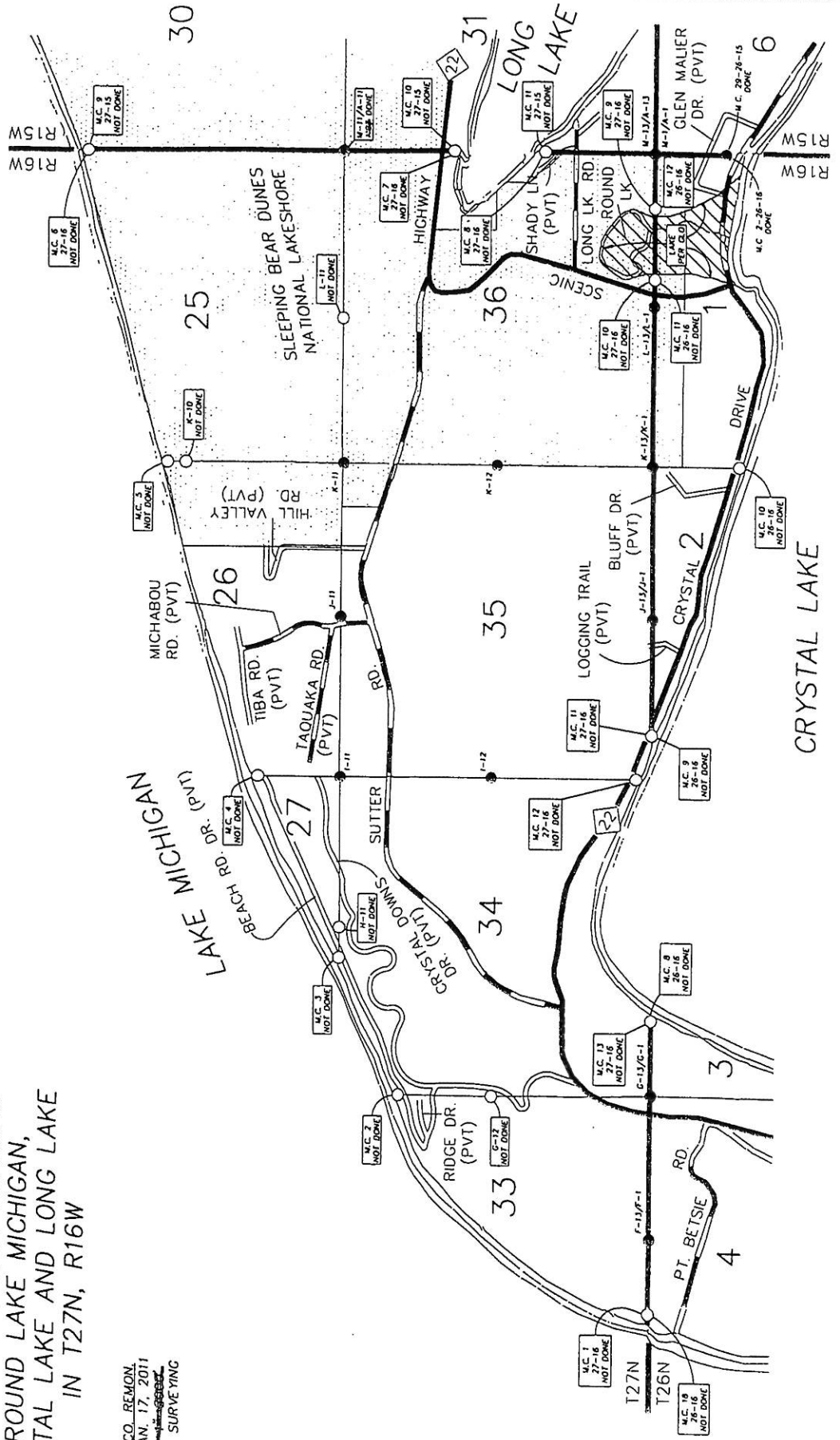
~~F-13~~
~~G-12, G-13~~
~~H-11, H-12~~
~~I-11, I-12~~
~~J-11, J-12, J-13~~
~~K-10, K-11, K-12, K-13~~
~~L-10, L-11, L-12, L-13~~
~~M-10, M-11, M-13~~

Meander corners: SEE FOLLOWING ADDITIONAL MAPS FOR MEANDER CORNER LOCATIONS
 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013

Corners Total	Corners completed	Corners to be completed	Percent completed
34	21	13	62%

DETAIL SHOWING GLO MEANDER
 CORNERS & SECTION CORNERS
 AROUND LAKE MICHIGAN,
 CRYSTAL LAKE AND LONG LAKE
 IN T27N, R16W

BENZIE CO. REMON.
 DATE: JAN. 17, 2011
 SOME ~~REVISIONS~~
 CRYSTAL SURVEYING



APPENDIX BB

PERPETUAL MONUMENT MAINTENANCE PLAN

Upon entering Perpetual Maintenance status, corners will be revisited based on the recommendation of the County Representative. The County Surveyor/County Representative shall recommend corners to be revisited taking into consideration the following factors:

1. Available funding.
2. Preference for Corners with monuments that are known to have been disturbed or are in danger of being disturbed due to work in a particular area of the County. Also consideration can be given to corners based on a request to check said corner.
3. Consideration given to the number of years since last visit, based on records of corners submitted to the County Remonumentation program AND/OR subsequent non-Remon Act 74 ('s) being filed at the Benzie County Register of Deeds.
4. Corners that do not have geodetic coordinate and/or state plane coordinates on file. See **APPENDIX DD** for further information.
5. The funds provided by the State will be divided between finalizing the final 20% of Remonumentation corners and the start of Perpetual Maintenance. As noted earlier, corners will be chosen by the County Surveyor/County Representative.
6. Corners destroyed by actions of a Governmental Agency can require a request to the Agency for the repayment of funds for the restoration of the corner that has been destroyed.
7. It is during the maintenance program that Latitude and Longitude can be acquired for those corners in the County System that have not had that information determined yet.
8. Once perpetual maintenance for monuments begins, it is mandatory that a system is developed to track the maintenance of each corner. The County Surveyor/County Representative, along with assistance of the Grant Administrator, will be in charge of the development and maintenance of this program.

REQUIREMENTS FOR A CORNER REVISITED UNDER THE MAINTENANCE PROGRAM

A Land Corner Recordation Certificate does not need to be filed with geodetic coordinates if all the following conditions are met:

1. A Corner being "As described" will be defined as meeting the following conditions:
 - a. The monument exists as previously stated in the original LCRC.
 - b. At least 3 of the original existing witnesses remain.
 - c. No additional information has been found to refute the location.

2. Monument [or Reference and/or Witness monument(s), where applicable], shall be considered as described if the material, size, and stamping information match that of the original Remonumentation Record, Land Corner record (Act 74) on file at the Benzie County Register of Deeds.
3. Witnesses (Bearing Trees, Carsonite posts, Witness Objects, Reference monuments, monument boxes, and/or other Accessories) shall be considered “as described” if the accessory exists in a condition like the time of its initial reference. This definition allows variations, within reason, for previously noted bearings, distances, and tree diameters (allowing for growth).
4. Reference nails, witness signs, Carsonite posts, monument boxes, or the like may be restored (if needed) in the previously recorded location without compromising the “as described” status. Unless a Bearing Tree was previously noted as dead, a tree that is still standing but is now dead is NOT considered “as described”.
5. If a corner is determined to be “as described”, as noted in Items 1 through 4 above, a new LCRC may not be required. However, if Geodetic coordinates have not been determined on said corner, the Latitude and Longitude of said corner will be determined at this time. A copy of Page 3 of the LCRC form, where these coordinates are spelled out, will be filed with the Benzie County Surveyor/County Representative for inclusion in the file dossiers on each corner.
6. If, during a corner maintenance visit, the surveyor determines the condition of the monument and/or accessories do not meet the “as described” conditions, the following will be done:
 - a. A new monument, if needed and/or four accessories will be reset.
 - b. New geodetic coordinates will be required.
 - c. A new LCRC will be recorded with all of the above information and a brief report of the current conditions will be included in part B of the LCRC.

CORNERS ON A COUNTY LINE:

If the corner being visited is on a County Line and is common to both Counties, the following conditions will be required:

1. The County Surveyor (Representative) will contact the abutting County Surveyor (Representative) about the corners in question, so there is no duplication of work or grant funds allocations. Research by the contracting surveyor will be made in abutting counties and if a new LCRC is required it will be recorded in the abutting county also.

CORNERS ON A COUNTY LINE: (cont)

2. If the corner is not common to both Counties, the above requirements in No. 1 above will still be required, but the corner need only be recorded in the pertinent county.

APPENDIX CC

PEER REVIEW GROUP

The Benzie County peer review group shall consist of three (3) Professional Surveyors licensed in the State of Michigan. The peer review group must have at least three members. The County Surveyor Representative is the chair of the peer review group. Contracting surveyors and/or walk in Surveyors may present corners to the peer group and must abstain from voting. Three (3) non-associated surveyors must be present to approve a corner position. Non-associated means a peer group members not from the same company, firm or agency.

Unless otherwise defined, contract surveyors are not required to be a member of the peer review group. If a surveyor who prepared the LCRC cannot present the corner to the peer review group, the presentation can be delegated to another Professional Surveyor who actively participated in preparing the document. Surveyors who are members of the peer review group cannot vote on corners they present and must abstain.

Peer Group meetings will be scheduled as needed, usually once a year. This may be subject to change once the Perpetual Monument Maintenance plan is initiated.

If the county representative is also the county administrator, that individual and that individual's organization shall not enter any Remonumentation surveyor contract within the borders established by the county plan.

Unless specifically stated, walk-in corners from any Professional Surveyor in the State of Michigan are acceptable. No fee will be paid for walk-in corners, but enough material to complete the Remonumentation of the corner can be shared with the Professional Surveyor once the corner position is accepted. Benzie County will provide the walk in Surveyor with a Standard County Monument to put in at the corner and also a Carsonite post if necessary.

APPENDIX DD

GEODETTIC COORDINATES

Unless specifically changed:

- Geodetic coordinates reported will be in decimal degrees for Latitude and Longitude.
- Accuracy of the coordinate will be within 1.0 feet.
- A database will be maintained by the County Representative.
- If a question of position arises, the distance from a witness will be weighted as more accurate than a geodetic coordinate.

If the National Geodetic Survey, the State of Michigan, Benzie County, or some other entity configures a low distortion projection or other system deemed to be an improvement over the above noted system, the County Surveyor/County Representative, after discussing the matter with the Peer Group, may elect to change the format in which coordinates are reported.

In Benzie County some corners in T27N R13W have had State Plane coordinates attached to them prior to the requirement of Latitude and Longitude. This information will be considered sufficient for those corners when they are revisited for perpetual maintenance. If one of those corners has been destroyed, Latitude and Longitude can be gathered at the time of restoration.

APPENDIX EE
AGREEMENTS FOR ACTIVE GEODETIC CONTROL SITES

APPENDIX FF
COUNTY REVISIONS TO THE REMONUMENTATION PLAN

No revisions exist.