BENZIE COUNTY BOARD OF COMMISSIONERS

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

MEETING AGENDA SEPTEMBER 8, 2020

Meeting will be held via teleconferencing Call:701-802-5100; Access Code: 795797#

PLEASE TURN OFF ALL CELL PHONES OR SWITCH THEM TO VIBRATE

9:00 a.m.

CALL TO ORDER

ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES - 8/25/2020

PUBLIC INPUT

PUBLIC HEARING - Setting of 2020-2021 Budget

ELECTED OFFICIALS & DEPT HEAD COMMENTS

ACTION ITEMS – CESF Grant with Pros Atty; 2020 EMPG Grant Agreement;

Budget Motion for Administration; DNR Amendment for BV Trail

COVID-19 -

COMMISSIONER REPORTS -

COUNTY ADMINISTRATOR'S REPORT -

FINANCE – Approval of Bills

COMMITTEE OF THE WHOLE – 8/25/2020 Consent

COMMITTEE APPOINTMENTS – BLHD Board of Appeals

UNFINISHED BUSINESS -

NEW BUSINESS -

10:00

10:15

10:30

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 <u>Open Meetings Act (PA 267 of 1976)</u>. The Board also operates under a set of "<u>Benzie County Board Rules (section 7.3</u>)" 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, Pl	
	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

BENZIE COUNTY BOARD OF COMMISSIONERS MEETING NOTICE

Due to the Coronavirus (COVID-19) pandemic and pursuant to the requirements of Governor Whitmer's Executive Order 2020-48 which provides temporary authorization of remote participation in public meetings, the Benzie County Board of Commissioners will be conducting their Regular Meetings beginning at 9:00 a.m. AND Committee of the Whole beginning at 1:30 p.m. on September 8 and September 22, 2020 via teleconferencing.

Below you will find the information necessary to attend the meeting. You may access this meeting via any telephone (landline or cell).

Dial-in number (US): (701) 802-5100

Access code: 795797#

If you would like to submit written comments to be read into the meeting, you may submit them to Dawn Olney, Benzie County Clerk, at dolney@benzieco.net or Maridee Cutler, Deputy County Administrator, at mcutler@benzieco.net or mail to 448 Court Place, Beulah, MI 49617. The deadline for submitting written comments is Monday prior to each meeting at 12:00 noon.

Public Input will be provided at the start and end of the meeting. If any person wishes to speak during public input, they should indicate by stating so when the chair calls for public input. Any individual may also contact any of the seven county commissioners with their comments. Public input rules adopted by the board still apply and each person would be given 3 minutes to speak. Individuals are not required to identify themselves to participate in the meeting but would be required to identify themselves prior to speaking.

Benzie County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting or hearing upon thirty-days (30) notice to the County of Benzie. Individuals with disabilities requiring auxiliary aids or service should contact the County by writing or calling the following

Agendas are posted on the County Website at: www.benzieco.net

Dawn Olney Benzie County Clerk

THE BENZIE COUNTY BOARD OF COMMISSIONERS August 25, 2020

The Benzie County Board of Commissioners met in a regular session on Tuesday, August 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 (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone)

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

Agenda:

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

Minutes:

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

9:03 a.m. Public Input - None

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS

Sheriff Schendel presented Good Samaritan Life Saving Awards to Justin Perry and Jason Hatfield. The incident occurred on July 25, 2020 at Peterson Beach. Their quick actions and selflessness saved this little girl's life.

Scott Decker with the National Park Service also presented awards to these two gentlemen.

Doug Durand, Benzie Senior Resources, reported that the automatic doors have been installed at the Gathering Place and the electricity will be hooked up to them this week. Care Giver Resource library is available September 1. All Program Fresh coupons have been distributed. Working with finalizing the partnership NW Michigan Dental Mobile van to provide in-home visits to seniors. Working on closing out the fiscal year as well.

Kyle Maurer, Animal Control Officer, stated that they are looking for a new Clerk for the shelter, 30 hours per week. They are receiving quotes for siding of the shelter, garage door replacement as well; a couple of trees are being taken down.

Tom King, EMS, reported that their call volume is rebounding; the new ambulance is in service with no issues; Internal Education is being planned for their staff; UVC lights are in and have been used with the transfer of two COVID positive patients – they are used for disinfecting of the ambulance.

Jesse Zylstra, Solid Waste Recycling, reported that the turnout at the Household Hazardous Waste and Electronics collections have increased.

ACTION ITEMS

Solid Waste Contract Extension: Motion by Sauer, seconded by Taylor, to authorize the amendment to the Scrap Tire Cleanup Grant between the Michigan Department of Environment, Great Lakes, and

COMMISSIONERS Page 2 of 4 August 25, 2020

Energy and Benzie County Solid Waste Department as presented, authorizing the chair to sign. Roll call. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

<u>POAM Corrections Grievance</u>: Motion by Jeannot, seconded by Farrell, to authorize Mitchell D. Deisch, County Administrator, to act on behalf of the Labor Subcommittee regarding POAM Grievance #20-242. Roll call. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

<u>Maples – Document of Understanding</u>: Motion by Jeannot, seconded by Sauer, to adopt the Maples Document of Understanding, contingent upon the Maples Board adopting on Thursday, August 27, 2020, as presented, authorizing the chair to sign. Roll call. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

COMMISSIONER REPORTS

Comm Warsecke presented a written report (attached) and stated regarding the Benzie Central Superintendent – they are in negotiations with her at this time.

Comm Farrell presented a written report (attached) – she attended Crystal Lake Township meeting; Centra Wellness Board meeting; City of Frankfort Council meeting and Frankfort Elberta Area School Board meeting – they will be having a soft-start opening with a combination of in-person and remote learning for weeks 1 and 2, then the 3rd week will be full on face-to-face.

Comm Jeannot presented a written report (attached) and reported that the Benzie Chamber is in early discussions with Networks Northwest for a business liaison; Sept 11 Golf Outing at Crystal Lake Golf Club and they are still looking for teams. Building Authority is seeking sealed bids for the generator project at the Maples. EDC Broadband Subcommittee has an opening for the Chair position – Paula Figura has agreed to that position at this time.

9:57 a.m. Break 10:00 a.m. Reconvene

Jennifer Berkey, District Director, MSU Extension, provided the Benzie County 2019-2020 Annual Report.

COMMISSIONER REPORTS (continued)

Comm Nye reported that Benzonia Township has received a survey on the Papano's building which appears to be in the township – not village; they say the annexation was never completed. Attended the Centra Wellness board meeting, she and Comm Farrell are requesting Chip Johnston review their notes from the meeting, behavior health is so complex that they don't want to provide the incorrect information. EDC Broadband – a feasibility study needs to be done before any grants can be awarded – CTC Technology was suggested to do that study.

Comm Jeannot stated that he has done some research and there is a planning document in place. Benzie County Broadband Summit will be held in October; Intergovernmental Meeting was held yesterday via Zoom; Candidate forum is being planned for September 21, 2020; Parks & Rec met on August 24 and they have received an easement request for underground utilities on the RR Point property.

COMMISSIONERS Page 3 of 4 August 25, 2020

Comm Taylor attended the Road Commission (Comm Sauer will report); Benzie Senior Resources (already reported today); Land Bank Authority – they reviewed the property inventory; the new foreclosure list and possible purchases.

Comm Sauer reported on the Road Commission and the MTF funds are coming back up; they have a new Finance Director – Joel Nedow, and they are very happy with him; Lake Twp came to the Road Comm meeting with a request for roads to be paved – when the project was done, the cost was increased by 20% over the original costs/bid – they have worked out a plan to have it paid. School Safety Committee met, and September 8 will be the start of school for Benzie and Frankfort. Attended MAC virtual meetings. Elberta – has a sign ordinance which covers political signs; Lifesaving Station is having issues.

Comm Roelofs reported that he attended the EMS Advisory Board meeting where they discussed Station 2 and the reimbursement to the county – rent and/or purchase.

COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch

Provided a written report (attached); he also spoke regarding the letter from Judge Mead reporting that Terry Money will be his appointment to the Tax Allocation Board to address Benzie County's Headlee Rollback issue.

FINANCE

<u>Bills</u>: Motion by Jeannot, seconded by Taylor, to approve payment of the bills from August 12, 2020 thru August 25, 2020 in the amount of \$248,613.88, as presented. Roll call. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

Michelle Thompson, County Treasurer, reported that the September tax sale will be 100% online this year – go to www.tax-sale.info and search for Benzie County properties. She is participating in Zoom meetings due to the County Treasurer's Conference being cancelled this year.

COMMITTEE OF THE WHOLE

Motion by Sauer, seconded by Warsecke, to approve item 1 of the August 11, 2020 Committee of the Whole Consent Calendar as presented. Roll call. Ayes: Farrell (phone), Roelofs, Sauer, Taylor and Warsecke (phone) Nays: Jeannot and Nye Motion carried.

COMMITTEE APPOINTMENTS – None

UNFINISHED BUSINESS – None

NEW BUSINESS – None

PRESENTATION OF CORRESPONDENCE

Road Commission minutes of July 23, 2020 received.

11:29 a.m. Public Input – None

COMMISSIONERS Page 4 of 4 August 25, 2020

Motion by Sauer, seconded by Roelofs, to adjourn at 11:29 a.m. Roll call. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

Bob Roelofs, Chair

Dawn Olney, Benzie County Clerk

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- 1. Approved the agenda as presented.
- 2. Approved the regular session minutes of August 11, 2020 as presented.
- 3. Authorized the amendment to the Scrap Tire Cleanup Grant between the Michigan Department of Environment, Great Lakes, and Energy and Benzie County Solid Waste Department as presented, authorizing the chair to sign.
- 4. Authorized Mitchell D. Deisch, County Administrator, to act on behalf of the Labor Subcommittee regarding POAM Grievance #20-242.
- 5. Adopted the Maples Document of Understanding, contingent upon the Maples Board adopting on Thursday, August 27, 2020, as presented, authorizing the chair to sign.
- 6. Approved payment of the bills from August 12, 2020 thru August 25, 2020 in the amount of \$248,613.88, as presented.
- 7. Approved item 1 of the August 11, 2020 Committee of the Whole Consent Calendar as presented.

Art Jeannot Commissioner Report August 25, 2020

- Participated in 4 meetings on behalf of the County since our August 11th meeting.
- 8/19 Benzie County Chamber City of Frankfort is in discussions with the Ironman organization to possibly host the 2021 event. The Chamber is actively looking for a tenant to occupy available space at their location. A tentative date of September 28th is being considered to hold a forum for Federal and State candidates seeking office. Discussions have begun with Networks Northwest (NWNW) to fill the gap in Benzie County on retention calls. Currently the NWNW is looking for a business liaison to manage our community. Annual golf outing is scheduled for September 11th at Crystal Lake Golf Club from 10am to 5pm.
- 8/19 Building Authority Authority is soliciting sealed bids for upgrading the generator at the Maples. They have hired a project manager to oversee this activity. It is anticipated that the work would begin approximately 3 months after the contractor is selected. Landscaping should be completed in month of September. Upon competition of these 2 projects, the original construction project will be considered final.
- 8/20 Northern Michigan Community Action Agency Census activity was discussed. Benzie County apparently has low response rate. Concerns are the allocation of federal dollars over the next 10 years. I have requested that an annual report be scheduled for presentation to the Benzie County Commissioners.
- 8/21 EDC Chairmanship for the broad band subcommittee was discussed. Bob Russell who has been serving in that capacity has stepped down for the foreseeable future. Paula Figura has agreed to fill that role on an interim basis. A feasibility study/plan needs to be completed if we are going to be competitive for grants. If the County Chamber can reach an agreement with Networks Northwest it could benefit the EDCs business retention plan.

Other –

- (Repeat from August 11th report) I anticipate that the Maples Board (DHHS) will take affirmative action regarding the document of understanding (DOU) between Maples and Board of Commissioners at their August 27th meeting. The DOU will be on the BOC agenda for our August 25th meeting. I encourage the BOC to adopt this DOU.
- Dick Taylor, Chair of the Friends for Betsie Lighthouse and I have stayed in contact about water front issues at that location. No solutions are in place as of this writing.



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

I have attended 3 meetings on behalf of Benzie County since our August 11th, 2020 BOC meeting:

August 11th - Crystal Lake Township Meeting

- The Clerk presented the Primary Election Report:
 - an estimated 370 (corrected to 470) ballots were processed;
 - William Northway was successful as a write-in Trustee candidate and will be on the November ballot
- · They had a very successful Clean-up event, serving 91 residents, more than filling 2 trucks
- Zoning Administrator reported CLT does not have a time limit for political sign removal

<u>August 13th</u> - <u>Centra Wellness Board Meeting with Commissioner Nye</u>. She and I have talked and have decided to alternate months for giving the CWN Board meeting report. I will defer to Commissioner Nye for the report of the August meeting.

August 18th - City of Frankfort Council Meeting

- Superintendent Josh Mills reported that the City has been contacted by "Iron Man" about the
 possibility of holding the event in Benzie county in 2021.
- The Coast Guard will leave the Frankfort Life-Saving Station on September 8th right as the water conditions become most dangerous in the year according to the Superintendent; the sheriff keeps a boat in the Bay, but it was not known when it will be pulled for the season
- Infrastructure and Road Millage was approved 68% yes
 - Michigan Avenue Beech Street to George Street road work to begin this week
 - · Sidewalks on Leelanau, Forrest and Michigan Ave. this fall
 - Market Square Park Bathroom Project is proceeding
- Leaf pickup will be as usual this year mid-to-late October to 1st snow Info will be on the website www.frankfortmich.com
 - They are continuing to explore a possible workforce housing development with Socks Construction at the corner of Main and Lake Streets (M22) - where the current Lions Club Building is
- The Council made appointments to committees:
 - Mary Link to ZBA
 - · Mike Farmer to Planning Commission
 - · Mike Elwell to DDA
- The Bluffs of Frankfort has not presented a new proposal so erosion issue remains tabled.
 There was significant public comment opposed to allowing a rock revetment on the City of
 Frankfort Beach; several residents asked for a public information forum before any decisions
 are made.

August 19th - HR Committee Meeting was postponed



AUG 2 5 2020

DAWN ÓLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

District 6

Commissioner Warsecke

8-12-20 Colfax Twp board meeting.

- Discussion held on whether there should be a second brining of the roads
- Clerk reported that the election turnout was about ¼ of registered voters.
- Campground reports to have been very busy all summer.

8-13-20 Benzie Conservation District

- Finalized the budget for the next fiscal year
- Discussion was held on becoming a hub for water testing in the area with new lab equipment.
- Continued work on drone licensing.
- Continued work on Covid 19 preparedness plan.

8-18-20 Benzie Bus

- Fares are still no charge due to Covid
- 90% of the busses currently are running on propane and they are researching the feasibility of electric busses.
- Ecolane a new computer dispatching program has been put into operation. This will map routes more efficiently and assist with giving riders more direct routes. There is also an app that will allow riders to pay and it will also text reminders and updates.
- Essential worker pay has been brought down to \$3 hr. With the idea of bringing it back to normal, on a meeting to meeting basis.

8-24-20 Benzie Schools

 I was asked to attend the meet and greet with the 3 superintendent candidates. All 3 were highly qualified and the school board chose Aimee Erfourth as the next superintendent.



Memo To:

From:

Mitchell D. Deisch, Administrator MDe3ch 58

Date:

August 19, 2020

Subject:

Administrative Update 8/25/2020 BOC Meeting

- 1. Executive Order 170 On Saturday August 15, 2020 Governor Whitmer signed EO-170 into law. EO 170 will require significantly more COVID 19 testing of inmates being housed in the Benzie County Jail, before any transfers from County jails to MDOC state facilities take place. In addition, new risk reduction protocols will be required by County Jails. On August 17, 2020, I spoke to Undersheriff Greg Hubers about EO-170 and Undersheriff Hubers assured me that the Benzie County Jail is aware of EO-170 and are taking the required steps to comply. Attached is EO-170.
- 2. Railroad Point Easement Request Last week a request was made for me to meet with Frank Ikens/Barbara Marshall regarding an easement across county property at Railroad Point. The meeting is scheduled for Wednesday August 19, 2020. I have copied Commissioner Rhonda Nye and Parks and Rec Chair Cathy Demitroff on the meeting and requests by Ikens/Marshall. This easement request is for approximately 70" in the Railroad Point natural area to allow for undergrounding of electrical wires to their private residency. You will recognize the Marshall parcel as one that was often mentioned during the acquisition of the Cole property. I will have more information after the meeting but wanted to make sure the BOC was aware of this request. More to follow.
- 3. MMRMA Refund and 20/21 proposed budget This week we were informed by MMRMA that our refund disbursement would be approximately \$63,000. In the past we have split the refund between the general fund budget and our self-insured retainer fund. Thus \$31,500 would be available as revenue in the 20/21 fiscal year, eliminating the need to remove an additional \$20,000 (travel line items) that was discussed at the last COTW budget discussion. When looking at the travel line item, it was comprised mainly of per diem travel costs and obligated/contractual travel costs, which was going to make reducing it by \$20,000 very challenging and possibly unrealistic.



BENZIE COUNTY NOTICE TO THE PUBLIC BUDGET HEARING

AS REQUIRED BY MCL 141.412, A PUBLIC HEARING WILL BE HELD ON THE PROPOSED 2020-2021 BUDGET AT THE GOVERNMENT CENTER IN BEULAH, BEGINNING AT:

9:00 a.m. Tuesday, September 8, 2020

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

COPIES OF THE PROPOSED BUDGET WILL BE AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE COUNTY CLERK BEGINNING FRIDAY, SEPTEMBER 11, 2020.

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

Dawn Olney Benzie County Clerk (231) 882-9671

Posting Date: 8/28/2020 Posting Time: 10:00 a.m.

Please Publish September 2, 2020 Ad should be 2 x 5 and in the regular section of the paper. Bill account 43100200.

Thank you,

Dawn Olney Benzie County Clerk

Elected Officials And Department Head Report

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 August 2020

Linda Nemeth is in her second stage of ECS training. Rory Fagan is in his first stage of training. A conditional offer of employment was given to Brandon Brotherton, who is scheduled to begin training on October 5, 2020.

Michael Draeger has been offered, and accepted, the promotion to Deputy Director/ECS Supervisor. Lori and Michael are finding time, while still maintaining their regular ECS coverage, to cover the supervisor transition training.

Christa Ketz has resigned her Terminal Agency Coordinator (TAC) position for LEIN. Donna Steven expressed the only interest in picking up those duties and has also been flexible to make time to work with Christa to learn the position. She will attend formal LEIN training in November. The TAC position in BCCD assists the Benzie County Sheriff's Office with LEIN validations as well as agency securities, and trainings to navigate through LEIN Audits. The LEIN TAC Officer position for BCCD has contractual pay compensation.

I want to commend ECS Dayton Pfost and Dusti Roush for there diligence with following through with what ended up being muffled calls for help from victims in an early morning vehicle rollover accident. Almost indiscernible muffled noises came from multiple 911 calls received in the very early hours on August 13, 2020. The ECS were able to determine a location of the phone and the weak calls for help and send Deputies to find a rolled over vehicle accident. The victims needed priority medical attention. The ECS effectively dispatched a variety of first responder services including a medical helicopter.

This call is a perfect reminder of how 911 may be someone's only resource for life saving services. The quality and professionalism of the Emergency Communication Specialist on the other end of that call, even in the middle of the night, is paramount to proving first responder services to the people of our community. Dayton and Dusti regularly provide those quality services while most of us are sound asleep.

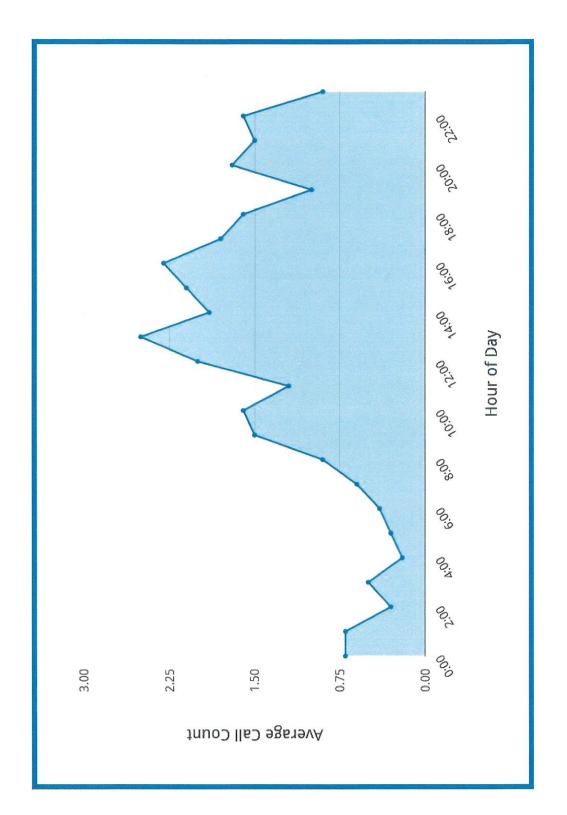
All Mobile CAD computers have been delivered and, as requested by the Board of Commissioners, all Township, City, Village fire departments and Benzie EMS were presented with billing for the install and auxiliary equipment needed to power and dock the CAD laptops. Money has been received by Homestead Township, Frankfort City, Inland Township, Benzonia Township and Benzie EMS.

Sincerely - Rebecca Hubers

BENZIE COUNTY (CENTRAL DISPATCH), MI

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

8/1/2020 to 8/31/2020



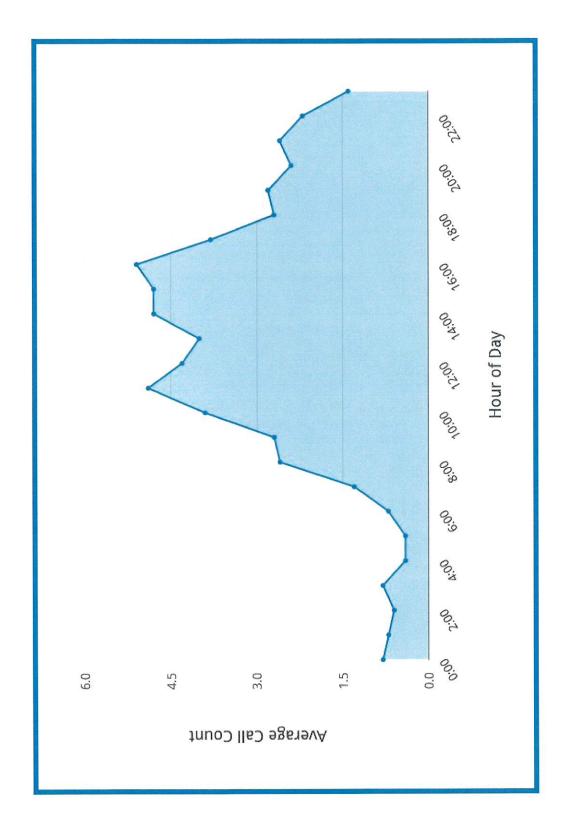
SUMMARY

Total Transfers	45
Conference Transfers	0
Attended Transfers	0
Blind Transfers	1
NG911 Transfers	0
Tandem Transfers	44
Total Call Percentage Count	100.0%
Total Call Count	924
Highest Call Count	14
Average Call Count	1.2
Hour	1

BENZIE COUNTY (CENTRAL DISPATCH), MI

Admin Inbound Calls - Calls by Hour of Day

8/1/2020 to 8/31/2020



SUMMARY

Hour	Average	Highest	Total Call	Total Call Percentage	Tandem	NG911	Blind		Conference	
	Call Count	Call Count	Count		Iransters	Iransfers	Iransfers	Iransfers	Iransrers	Iransiers
1	2.5	14	1891	100.0%	0	0	150	4	0	154

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
9-1-1 Calls	544	471	434	388	532	786	1007	924
Admin Inbound calls	1541	1406	1402	1658	1632	1949	2126	1891
Transferred 9-1-1 to another PSAP	25	24	22	18	16	32	48	45
Transfers within building	156	176	138	156	157	162	199	154
Call for Service Nature types:								
Abandoned 9-1-1	55	52	56	40	76	120	220	147
Abandoned Vehicle	8		5	2	3	5	6	5
Accidental Dial	18	17	14	25	58	63	119	103
Aircraft Down							1	
Alarm - Commercial	5	8	5	15	12	20	12	5
Alarm - Medical	10	2	7	10	6	21	9	1
Alarm - Residential	14	8	6	3	5	12	18	8
Ambulance Request	139	150	113	108	126	130	159	152
Ambulance Transfer	29	35	24	17	32	33	48	33
Animal Control Complaint	15	9	22	16	23	28	28	27
Assault	5	2	6	4	5	5	6	5
Assist Other Dept / County	5	13	12	4	3	13	17	8
Be on the Lookout	2	2000		1	2	5	3	2
Boater in Distress	200			20.84	1	2	4	1
Boating Complaint				2	4	2	9	5
Breaking and Entering	2			5	4	2	3	5
Breaking and Entering - In progress			5	2		1		4
Breaking and Entering - Vehicle			1		5		1	
Bullying	1		-				1	
Bus Lights Disregarded		1						
Car vs Bear - Property Damage Accident				1				3
Car vs Deer - Property Damage Accident	25	25	14	3	10	30	21	11
Careless Use	1	1	2	3	3			
Child Neglect	1	1			1			
Child Abuse	1				1	1	1	2
Citizen Assist	3	2	5	13	9	21	15	20
Civil - Assist	3	4	2	10			1	2
Civil - Dispute	2			4		4	1	7
Civil - Standby	2	2	2	1		1	1	4
Computer Crime		1		1		1		
Counterfeit Money / ID	1							
COVID - Executive Order response			22	73	14		4	5
Criminal Sexual Conduct (CSC)		2	2	1	1		2	
Custody Dispute	2		3	4	3	2	1	1
Deer Permit Issued	3	1		1				
Disorderly Subject		1	1	2	2	2	3	5
Domestic Violence	4	2	14	6	10	7	8	9
Drowning				-			1	
Drug Activity					4		2	1
Embezzlement					1			
EMS Centralize					<u> </u>			
Family Trouble	5	8	1	1	9	7	4	14
Fight in Progress		1	-	1	1	1	3	1
Fire - Alarm	4	2	2	1	2	10	8	8
Fire - Brush	1	-	3	1	4	2	1	1
Fire - Chimney		2	3					
ne cininey		ELECTION R						
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-2
Fire - Grass				2		3	2	
Fire - Other	6	3	6	7	6	6	5	3
Fire - Structure	1	2	7	6	3	4	3	1
Fire - Vehicle		2		1		1	1	1
Fireworks Complaint					1	7	13	1

Found Property	1		8	4	6	10	6	8
Fraud	7	9	3	5	2	16	4	10
Gas Drive Off	3	3	8	3	2	2	1	3
Gas Leak (Natural Gas)	+ -			2	1	3	2	2
Harassment	4	5	4	4	5	8	7	5
Harassing Telephone Calls / Text	2	2	4	2	4	2	2	2
Hazardous Material Spill / Leak						-		
Identity Theft	2	1	1					
Illegal Burn		2	1	9	6	4	3	3
Illegal Dumping			1	2		6	2	1
Illegal Fireworks								
Incorrigible Youth	1		1	1	1	1		
Injured Animal	2	7	4	5	4	5	4	9
Intoxicated Driver - Suspected	2	2	1	3	3	1	5	2
Intoxicated Subject	1	4	3	2	2	2	2	3
Landlord / Tenant Dispute	2	1		5	5	3	3	4
Larceny	4	6	7	3	9	17	15	17
Leaving the scene of accident	1				1	1	1	1
Livestock in the roadway			1		5	2	2	3
Lost Property / Animal	1	1	2	1	2	4	3	1
Loud Party							2	
Marijuana Possession							_	
Malicious Destruction of Property	9	1	6	3	5	10	11	4
Minor in possession of tobacco		1	3	1				1
Minor in posession of alcohol			1		1		1	2
Misdialed 9-1-1	7	10	15	10	11	14	21	19
Missing Person	2	1	3	3		3	9	2
Motorist Assist	7	5	5	3		7	19	9
Neighbor Dispute		1		8	4	9	10	7
Noise Complaint	2	1		2	10	4	6	4
Off Road Vehicle Complaint			1	4		1		1
Open Door	2	1	1		2		2	1
Open Intoxicant in a Motor Vehicle					1			
Other / Misc	17	17	19	17	29	44	55	49
Parking Complaint	3	2			1	2	13	6
Patient Transfer - EMS								
Peeping Tom					1		1	
Person in the Water					2		1	
Personal Injury Accident	4	6	3	1	4		5	4
Personal Protection Order - Entry	2	2	5	6		6	2	1
Personal Protection Order - Violation			1	1		1	3	1
Possession of Illegal Substance								
Power Line - Down, Fire, Arcing		1	4	4	3	27	10	2
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
Private Property Accident	4	4	13	1	2	2	7	6
Probation Violation	1	*		1	1			1
Property Check	1	3	2		2			
Property Damage Accident	23	17	_	2	4	15	22	26
Property Dispute		2	1	1	1		1	1
Prowler						1		_
Reckless Driver	13	16	19	24	17	41	39	29
Road Hazard	13	15	3	4	7	10	10	18
Robbery - Armed				700				
Robbery - Unarmed								
Roll Over - Personal Injury Accident		2	1	1	1		1	1
		100			_			
Roll Over - Property Damage Accident	4	2	1					1 1
Roll Over - Property Damage Accident Runaway	4	2	1	1			1	1
Runaway Sex Offender Violations	4	2	1	1	1		1	1 1

Shots fired complaint	1	1	T	5	6	6	6	8
	1			5	В	В	В	8
Snowmobile Complaint		3						
Stalking		1	1		_	2		1
Suicidal Subject	4	2	5	3	2	3	5	3
Suspicious Mail / Package	1	2		1	2	1		1
Suspicious Person	2	3	4	4	3	3	9	6
Suspicious Telephone Call / Text		1						
Suspicious Situation	13	17	14	25	36	37	35	32
Suspicious Vehicle	5	3	4	4	4	13	5	12
Test Call	3	8	16	8	19	6	6	23
Threats	1	10	7	7	6	3	5	4
Traffic Stop	203	202	187	44	371	476	426	465
Tree Down in Road	5	3	10	16	19	40	9	12
Trespassing	1	1	3	7	7	3	5	3
Truancy	1							
Unauthorized Driving Away Automobile	1	1	1	1	2	1	2	
Uninitiated 9-1-1 call		1						
Unknown Accident	1	3	2			2	7	2
Unwanted Person	2	3	3	6	6	6	0	5
Unwanted Telephone Calls / Texts								
Vandalism						4		1
Vehicle in Ditch	18	13	1		1	1	3	1
Verbal Dispute	1	2	1	2	1	1	1	4
VIN Inspection	2	3	1	1	4	3	4	4
Warrant Attempt		1		200				1
Warrant Arrest							1	7
Warrant Entry	10	12	13			5		14
Warrant TIP			2					2
Water Rescue							2	
Welfare Check	10	26	14	17	11	13	16	27
TOTAL	006	700	040	607	4445	4405	4600	4504
TOTAL	806	790	810	687	1115	1485	1629	1521
D. 1.1. T. U. C								
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.								
an activity by a disputcher is represented here.								
Smart911								
3111011311	lan 20	Eah 30	Max 20	An= 20	May 20	lun 20	1,,1.20	Au = 20
	Jan-20	Feb-20	Mar-20 790	Apr-20	May-20	Jun-20	Jul-20	Aug-20
Total number of suefiles as of		701	/90	793	797	801	803	805
Total number of profiles as of =	781	784				12	A	4.0
9-1-1 calls to Dispatch with profile	781 4	4	5	5	5	12	4	10
	781					12 36 15	4 108 63	10 53 23

ACTION ITEMS

Dawn Olney

From: Sara Swanson

Sent: Thursday, August 27, 2020 4:38 PM

To: Dawn Olney
Cc: Bob Roelofs

Subject: FW: Benzie CESF award

Attachments: CESF--Award Letter Benzie County.pdf; GRANTS-CESF Grant Contract - Benzie.pdf;

Grants-CESF Grant Contract Attachments - Benzie.pdf; AWARD 5-15-20.pdf

Hi Dawn,

This is the COVID grant paperwork. The grant was approved by the state, but now we have to formally accept it. Will you please put this on the next COTW agenda for review/acceptance?

Thanks, Sara

Sara M. Swanson Benzie County Prosecuting Attorney (231) 882-0043

From: MSP-CESF < MSP-CESF@michigan.gov>
Sent: Thursday, August 27, 2020 9:33 AM
To: Bob Roelofs < BRoelofs@benzieco.net>
Cc: Sara Swanson < sswanson@benzieco.net>

Subject: Benzie CESF award

Mr. Roelofs,

Please see the attached Coronavirus Emergency Supplemental Funding grant award letter, contract attachments, and prime award from the Department of Justice. Please let me know if you have any questions.

Thank you,

Scott Butler
Grants and Community Services Division
Michigan State Police
7150 Harris Drive
Diamondale, MI 48821
TX/Cell: 517-899-3276

EMAIL: Butlers1@michigan.gov

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"





STATE OF MICHIGAN DEPARTMENT OF STATE POLICE LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER DIRECTOR

August 27, 2020

Mr. Bob Roelofs, Board Chair Benzie County Board of Commissioners 448 Court Place Beulah, MI 49617

RE:

Coronavirus Emergency Supplemental Funding

Dear Mr. Roelofs:

I am pleased to inform you that the Benzie County Prosecuting Attorney's Office has been selected to receive an award from the Coronavirus Emergency Supplemental Funding (CESF) grant received by the Michigan State Police (MSP), Grants and Community Services Division, from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. The efforts made by your agency to maintain public safety through prevention, preparation, and response during the coronavirus pandemic are valued and appreciated. **The award for your project, pending the finalization of the Grant Agreement (contract), is \$13,316.33**. This funding is specifically for coronavirus-related expenses, as outlined in your application and contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and/or financial penalties. **The deadline for returning your signed contract is November 30, 2020.** Remember, this is a reimbursement-only grant, and reimbursements will not be approved for expenditures prior to the return of your signed contract.

If you have any questions or concerns about your award, please contact Mr. Scott Butler at butlers1@michigan.gov. We look forward to working with you.

Sincerely,

Ms. Nancy Becker Bennett, Division Director Grants and Community Services Division

hancy Becker Bennett

Enclosure

RECEIVED

AUG 2 8 2020

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

AUTHORITY: 1935 PA 59; COMPLIANCE: Voluntary.

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

Benzie County Prosecutor's Office

448 Court Place Beulah, MI 49617

Federal I.D. #: 38-6004838

hereinafter referred to as the "Contractor" for

MSP Project Number: CESF-8-10-0141

I. Period of Agreement:

This Agreement shall commence on 3/01/2020 and continue through 09/30/2021.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$11,483.25.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$11,483.25.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program.



AUG 2 8 2020

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

III. Grant Summary:

The Benzie County Prosecutor's Office has created safety protocols for prevention of coronavirus among staff and their interactions with the public by following CDC, Local, and State recommendations. Plans include preparing for current conditions and safely delivering future services. They are continually responding to the needs of employees and the public to maintaining safe work practices.

IV. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

V. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

VI. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Michigan's FY 20 Coronavirus Emergency Supplemental Funding Program # 2020-VD-BX-0434, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

- 2. The Department shall, in return, give recognition to the Contractor when applicable.
- 3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
- 4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

a. FSR:

FSRs must be prepared and submitted to the Department no later than 20 days after the close of each reporting period. An example is found in Attachment 2, which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

b. Obligation Report:

An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date. In this report, the Contractor will provide to the Department an estimate of total expenditures for the date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.

c. Final FSR:

A Final FSR is due 20 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. Program Income:

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

5. Audits:

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. Single Audit:

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. Financial Statement Audit:

Contractors exempt from the Single Audit requirements that receive \$500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. Due Date and Submission Information:

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police Grants and Community Services Division Attn: Grants Coordination Unit P.O. Box 30634 Lansing, Michigan 48909-0634

d. Penalty:

i. Delinquent Single Audit or Financial Statement Audit:

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or

oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter:

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. Other Audits:

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

E. Equipment Purchases and Title:

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

F. Record Maintenance/Retention:

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

G. Authorized Access:

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

H. Subcontractor/Vendor Monitoring:

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. Subcontracts:

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or.
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper reporting period FSR. Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.

I. Notification of Modifications:

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

GRANTS-CESF
MICHIGAN STATE POLICE
Grants and Community Services Division
Page 7 of 17

J. Software Compliance:

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

K. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

Telephone: (517) 898-9496

Email: beckern@michigan.gov

VII. Department Responsibilities:

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

VIII. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director Michigan State Police Grants and Community Services Division P.O. Box 30634 Lansing, MI 48909-0634

IX. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VI, M, of this Agreement during the term of this Agreement or any extension thereof.

X. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds

GRANTS-CESF MICHIGAN STATE POLICE Grants and Community Services Division Page 8 of 17

not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XI. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XII. Liability:

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XIII. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 2020-VD-BX-0434 are agreed to by the Contractor. A copy of award 2020-VD-BX-0434 is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

XIV. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
- 3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

- 1. The Contractor certifies that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at openceding-usedoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

- As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph
 (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction.
 Employers of convicted employees must provide notice, including position title, to:

Department of Justice Office of Justice Programs Attn: Control Desk 810 7th Street, N.W. Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

- 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
- 4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 et seq., and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
- 5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number

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of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*;

a. Notification:

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, colornational origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. Training:

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a

signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. Monitoring:

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Federal Civil Rights Compliance Checklist, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

- 7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at https://www.ojp.gov/about/ocr/eeop.htm.
- 8. If the Contractor is a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

- 1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
- 2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
- 3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately

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after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

- The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
- 2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
- 3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
- 4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
- 5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
- 6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
- 7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XV. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect cost rates or indirect administrative expenses (only direct costs permitted).

- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Hazard pay.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- · Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- · Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft, including unmanned aerial systems, commonly referred to as UAS or drones.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of such animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers and any supplies for weapons.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVI. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

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XVII. Conflict of Interest:

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq., and 1973 PA 196, as amended, MCL 15.341 et seq.

XVIII. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XIX. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XX. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXI. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date
Name of Department's Authorized Official	Signature of Department's Authorized Official	Date
Ms. Nancy Becker Bennett		

PROGRAM BUDGET **8-10-0141**

Benzie County Prosecuting Attorney's Office - \$13,316.33

The proposed project covers a 19-month period from March 1, 2020 to September 30, 2021.

Supplies and Materials Expenses

Win10Pro, Intel Core laptop. 4 @ \$2,199.00	\$8,796
Cannon 4 in 1 Printer. 3 @ \$249.00	\$747
PNY Pro Elite flash drive. 5 @ \$245.99	\$1,229.95
Seagate portable hard drive. 5 @ \$134.99	\$674.95
Case for hard drive. 5 @ \$7.07	\$35.35
Total	\$11 483 25

Other Expenses

Shipping laptops and printers	\$83.00
Zoom licenses for one year.	\$190.68
Adobe licenses for one year. 5 @ \$203.88	\$1019.40
Internet services for one year. 5 @ \$45.00	\$540.00
Total	\$1,833.08

Grant total \$13,316.33

FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) GRANT FINANCIAL STATUS REPORT (FSR)

I. Applicant's Information							
1. Agency Name					2. Grant N	umber	
3. Address				City	5. State		6. ZIP Code
II. Financial Status Report (Du	e 20 days After the en	d of each	quarte	r)	is the sa	10.63	
7. Reporting Period							
March 1, 2020 - September 30, 2020							
October 1, 2020 - December 31, 2020							
January 1, 2021 - March 31, 2021							
April 1, 2021 – June 30, 2021							
July 1, 2021 - September 30, 2021							
III. Expenditure Detail (Must A	ttach Payment Docum	ents sucl	n as Inv	oice(s) and (Canceled C	heck(s))
8. Expense Category	9. Expense Description	88.8		10. Total Ex Incurred for	penditure Period	11. Tot Expendence	
A. Overtime				\$		\$	
B. Supplies/Materials				\$		\$	
C. Equipment				\$		\$	
D. Other				\$		\$	
E. Contractual				\$		\$	
12. Total Amount Incurred this Period				\$			
13. Total Cumulative Amount Incurred to	Date					\$	
IV. Reimbursement Request							
14. Amount Requested for Reimburseme	ent	\$					and the same
This is my final report.		Yes	☐ No				
V. Certification							
I certify all statements in this report, of my knowledge. I understand failugrant may be terminated if the Michiby the contract covering this grant ogrant program.	ure to submit any required igan State Police conclude	reports ma es I am not	y result i in compl	n the termination iance with the contract.	on of the gran conditions an	nt. I unde id provisio	erstand this ons required
Agency's Authorized Official or Financia	l Officer Signature			Date			
Printed Name of Authorized Official or F	inancial Officer			Title of Authoriz	zed Official or	Financial (Officer
	For N	ISP Use O	nly				
Reviewed By: Dat	e:		Approve	ed By:	ı	Date:	
Date sent to finance for payment:				Date received confirmation of payment:			

STATE OF MICHIGAN DEPARTMENT OF STATE POLICE

DATE: August 13, 2013

TO: Department Members

FROM: Nancy Becker Bennett, Director, Grants and Community Services Division (GCSD)

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

As a condition for receiving funding from the U.S. Department of Justice (DOJ), all recipients and subrecipients of such funding must comply with applicable federal civil rights laws. This document will establish written procedures for MSP employees and DOJ-funded grant subrecipients to follow if a complaint alleging discrimination is received from clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ.

II. Policy

Recipients and subrecipients of DOJ funding may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. They also may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. The MSP will notify subrecipients of their required compliance with the following statues and regulations through the interagency agreement:

- The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEOP). If the recipient is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEOP. If the recipient is required to develop an EEOP, but is not required to submit the EEOP to the OCR, it will submit a certification form to the OCR and the MSP certifying that it has an EEOP on file which meets the applicable requirements. If the recipient is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP

requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form should also be submitted to the OPM).

- Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968m, which require subrecipients to provide meaningful access to programs and activities to Limited English Proficient (LEP) persons.
- The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et. Seq, which prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status in Michigan.
- The Michigan Persons With Disabilities Civil Rights Act, Act 220 of 1976, which defines the civil rights of persons with disabilities; to prohibit discriminatory practices, policies, and customs in the exercise of those rights; to prescribe penalties and to provide remedies; and to provide for the promulgation of rules.

These laws also prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Contractor, subcontractor or vendor, they will forward a copy of the finding will be forwarded to the Office for Civil Rights, Office of Justice Programs and the Department.

The MSP will notify its own employees of their required compliance with the preceding civil rights statutes and regulations through an Official Order.

III. Definitions

Contract means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Complainant is a party that makes a complaint or files a formal charge.

Discrimination means treating an individual or a group of individuals adversely because of protected class status; or using a test, standard, or employment practice that has the effect if illegally excluding or screening in or out of a protected class.

MSP Employee is an individual providing services for and paid by the State of Michigan/Michigan State Police, including independent contractors, union and non-union employees, managers and supervisors, enlisted members and civilians.

Recipient is the entity which receives a monetary award from the DOJ.

Subcontract means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- 1. For the purchase, sale or use of personal property or nonpersonal services which in whole or in part, is necessary to the performance of any one or more contracts; or
- 2. Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

Subcontractor is any person holding a subcontract, and, for the purposes of this definition, any person who has held a subcontract subject to the order. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.

Subrecipient is the entity that receives a monetary award from the DOJ recipient.

Subrecipient Employee is an individual or subcontractor being paid using DOJ grant funds. IV. Complaint Procedures

The following are MSP's procedures for accepting and responding to discrimination complaints from subrecipient employees, clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ:

1. All discrimination complaints associated with DOJ grants shall be submitted to the Grants and Community Services Division (GCSD) by mail, telephone or e-mail to:

Michigan State Police Grants and Community Services Division 333 S. Grand Ave. Lansing, MI 48909 (517) 373-2960 MSP-CJGrants@michigan.gov

2. The GCSD Director will send the complainant a letter within 10 days from the date it was received to acknowledge receipt of the complaint, notify the complainant that it has been submitted to the Michigan Department of Civil Rights, and inform the complainant that he or she may also file a complaint directly with the federal Office for Civil Rights (OCR) at:

Office of Justice Programs Office for Civil Rights 810 7th Street NW Washington, DC 20531 (202) 307-0690 Fax: (202) 616-9865

TTY: (202) 307-2027

- 3. Within 10 days of the receipt of the complaint, the GCSD Director will send an email to the DOJ subrecipient to notify the agency that a complaint against has been filed against it.
- 4. The GCSD Director will forward the complaint to the Inspector of the MSP Office of Human Resources (OHR) immediately upon receipt of the complaint. The OHR Inspector or his or her designee will serve as the coordinator for all complaints regarding civil rights violations and will immediately forward the complaint to the Michigan Department of Civil Rights by emailing MDCRServiceCenter@michigan.gov. If MDCR informs the MSP that it does not have jurisdiction to investigate the complaint, the OHR Inspector will forward the complaint to the OCR for investigation.

The preceding complaint procedures are an attachment to the subrecipient contracts for all DOJ grants awarded by the MSP. Subrecipients must notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing.

Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. Subrecipients must forward all discrimination complaints to the MSP as described in the complaint procedures. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs/Office for Civil Rights or the Michigan Department of Civil Rights directly, but the MSP must be notified of the complaint by the subrecipient as soon as the complaint is known.

The MSP will ensure that all subrecipients are in compliance with the identified statutes and regulations by reviewing subrecipient procedures during site visits and other subrecipient monitoring activities.

5. The MSP, in cooperation with MDCR and OCR, will review and complete complaint investigations within 120-days. Complainants will receive written notification of the completion of the investigation and any associated findings within 10-days of the completion of the investigation. If the complexity of the investigation precludes this 120 day timeline from being met, the MSP shall notify the complainant in writing when it becomes aware that the investigation will not meet the 120 day timeline. This correspondence shall include a new timeline with an estimated completion date.

V. Training

All DOJ-funded MSP employees and subrecipients will receive periodic training at least once every contract year regarding their responsibility to comply with applicable federal civil rights in their capacity as a recipient of federal funds. Additionally, training will include review of these complaint procedures, including the employee's responsibility to refer discrimination complaints from clients, customers, program participants, or consumers to the appropriate MSP contact. The GCSD will provide DOJ-grant subrecipients and DOJ-funded MSP employees with access to OCR training modules, found on OCR's website, http://www.ojp.usdoj.gov/about/ocr/assistance.htm. Subrecipients will be required to certify they have completed this training during the first quarter of each grant cycle as part of their grant award agreement with the MSP.

These procedures and training requirements will also be disseminated to MSP employees via departmental memorandum and posted on the MSP intranet website. New employees will receive a copy of the procedures and access to the DHS training program during initial job training from any supervisor managing DOJ-funded employees.

VI. Monitoring

The GCSD has implemented a two-part process to ensure and monitor sub-recipients compliance with civil rights laws. Applicants must annually complete and submit to the GCSD the Civil Rights Compliance Questionnaire. Additionally, MSP grant advisors will complete the Civil Rights Compliance Questionnaire with applicants during on-site monitoring visits.

VII. Policy Dissemination

This policy shall be distributed to all MSP employees via a department-wide memorandum contingent upon final OCR approval. Additionally, the policy will be distributed via MSP's grant award agreement with DOJ-funded subrecipients as part of the standard grant award package.

FEDERAL CIVIL RIGHTS COMPLIANCE CHECKLIST

1.	If the sub recipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301308, does the sub recipient have an EEOP on file for review?
	☐ Yes ☐ No
_	If yes, on what date did the sub recipient prepare the EEOP?
2.	Has the sub recipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301308? If the sub recipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?
	Yes-submitted an EEOP Short Form
	Yes-submitted a certification
	□ No
	If the sub recipient prepared an EEOP Short Form, on what date did the sub recipient prepare it?
3.	How does the sub recipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

4.	how does the sub recipient notity employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?
	Comments:
5.	Does the sub recipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the sub recipient with the [State Administering Agency] or the OCR?
	☐ Yes ☐ No
	If yes, an explanation of these policies and procedures:
6.	If the sub recipient has 50 or more employees and receives DOJ funding of \$25,000 or more: has the sub recipient taken the following actions:
	a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
	☐ Yes ☐ No
	 Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart1 G.
	☐ Yes ☐ No

c. Notified participants, beneficiaries, employees, applicants, and others that the sub recipient does not discriminate on the basis of disability.
☐ Yes ☐ No
Comments:
If the sub recipient operates an education program or activity, has the sub recipient taken the following actions:
a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
☐ Yes ☐ No
b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
☐ Yes ☐ No
c. Notified applicants for admission and employment, employees, students, parents, and others that the sub recipient does not discriminate on the basis of sex in its educational programs or activities.
☐ Yes ☐ No
Comments:

7.

8.	Has the sub recipient complied with the requirement to submit to the OCR any findings of discrimination against the sub recipient issued by a federal or state agency or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?
	☐ Yes ☐ No
	Comments:
9.	What steps has the sub recipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?
	Comments, including an indication of whether the sub recipient has developed a written policy on providing language access services to LEP persons:
10.	Does the sub recipient conduct any training for its employees on the requirements under federal civil rights laws?
	☐ Yes ☐ No
	Comments:
11.	If the sub recipient conducts religious activities as part of its programs or services, does the sub recipient do the following?
	a. Provide services to everyone regardless of religion or religious belief.
	☐ Yes ☐ No

b.	Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.
	☐ Yes ☐ No
c.	Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.
	☐ Yes ☐ No
Comm	nents:

EQUIPMENT INVENTORY REPORT

AUTHORITY: 2CFR 200.313; COMPLIANCE: Mandatory; records must be maintained by the subrecipient and be made available for monitoring or review purposes.

I. Grant Information		
Grant Award Name	2. Grant Award Year	Subrecipient Name

II. Grant Purchased Equipment						
Equipment Item 1						
Equipment Description	22.990	Num			Equipment ource	7. Title Holder
8. Acquisition Date	9. Equipment Cos	st	10. Equipment Loc	atio	n .	11. Equipment Use
12. Equipment Condition	13. Disposition		14. Disposal Sale Price		15. Disposal Date	16. Federal Participation
Equipment Item 2						
Equipment Description	on	5. Ed Num	quipment ID iber		Equipment ource	7. Title Holder
8. Acquisition Date	9. Equipment Cos	st	10. Equipment Loc	atio	n	11. Equipment Use
12. Equipment Condition	13. Disposition		14. Disposal Sale Price		15. Disposal Date	16. Federal Participation
Equipment Item 3						
4. Equipment Description			5. Equipment ID 6. Equipment Source		Equipment ource	7. Title Holder
8. Acquisition Date 9. Equipment Cos		st	10. Equipment Location		n	11. Equipment Use
12. Equipment Condition	13. Disposition		14. Disposal Sale Price 15. Disposal Date			16. Federal Participation
Equipment Item 4						
4. Equipment Description	on	5. Ed Num	quipment ID iber	8330	Equipment ource	7. Title Holder
8. Acquisition Date	9. Equipment Cos	st	10. Equipment Loc	atio	n	11. Equipment Use
12. Equipment Condition	13. Disposition		14. Disposal Sale Price		15. Disposal Date	16. Federal Participation
Equipment Item 5						
4. Equipment Description	on	5. Ed Num	quipment ID lber		Equipment ource	7. Title Holder
8. Acquisition Date	9. Equipment Cos	st	10. Equipment Loc	atio	n	11. Equipment Use
12. Equipment Condition	13. Disposition		14. Disposal Sale Price		15. Disposal Date	16. Federal Participation
Equipment Item 6				3.15		

4. Equipment Descrip	tion	5. Ed Num	quipment ID nber	6. Equipment Source	7. Title Holder
8. Acquisition Date	9. Equipment Cos	st	10. Equipment Loc	ation	11. Equipment Use
12. Equipment Condition	13. Disposition		14. Disposal Sale Price	15. Disposal Date	16. Federal Participation

III. Signature and Certification		
I certify the information provided is accurate and all equipment has been physically inspected within the last two years in accordance with state at federal regulations.		
17. Signature of Authorized Agent	Date	

Equipment Inventory Report Instructions

Pursuant to Title 2 Code of Federal Regulations Part 200.313, each item of equipment must be accounted for if acquired in whole or in part with federal funds awarded through the Michigan State Police, Grants and Community Services Division. This information must be maintained by the subrecipient and be available for monitoring and review purposes. Please Note: All equipment with a cost of \$5,000 or more per unit is required to be physically inventoried at least once every two years by the subrecipient.

Note: See the <u>DOJ Financial Guide</u>, Section 3.7 Property Standards in Post Award Requirements for special conditions which apply to the ownership, use, and disposition of equipment acquired with Edward Byrne Memorial Justice Assistance Grant Program Funds.

- 1. Grant Award Name: Enter the grant award name as it appears on the grant agreement.
- 2. Grant Award Year: Enter the grant award year as it appears on the grant agreement.
- 3. Subrecipient's Name: Enter the subrecipient's name as it appears on the grant agreement.
- 4. Equipment Description: Give a brief description of the equipment (abbreviate, if necessary).
- 5. Equipment ID Number: Enter the serial number or other identification (ID) number. Subrecipient can enter his or her own inventory control number in this section as well. The objective is to assign a number that can be clearly traced from this form to the equipment item.
- 6. Equipment Source: Enter the name of the vendor from whom the equipment was purchased.
- 7. Title Holder: If the title is owned by the subrecipient, enter the subrecipient's name. If other than the subrecipient, list the owner of record.
- 8. Acquisition Date: Provide the month, date, and year the equipment was acquired.
- Equipment Cost: Enter the invoice unit price of the equipment including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment usable for the purpose for which it was acquired.

- 10. Equipment Location: If same address as subrecipient, indicate "same as subrecipient." If other than the subrecipient, identify the site where the equipment is located.
- 11. Equipment Use: Indicate the use for which the equipment was purchased.
- 12. Equipment Condition: Indicate whether the equipment is in "new," "excellent," "good," "fair," or "poor" condition.
- 13. Disposition: Enter the disposition of the property (i.e., damaged, lost, stolen, misplaced, sold, on loan) at the time of the last physical inventory or when knowledge of such is available.
- 14. Disposal Sale Price: If equipment has been sold, please enter the sale price.
- 15. Disposal Date: Please provide the month, date, and year of the disposal of equipment.
- 16. Federal Participation: Enter the percentage of federal funds used to purchase the equipment.
- 17. Signature of Authorized Agent: This form must be signed and dated by an authorized agent with first-hand knowledge of the facts presented. By signing this form, the authorized agent certifies: "the information provided is accurate and all equipment has been physically inspected within the last two years in accordance with federal program requirements, grant agreement, and applicable state and federal regulations."

This information must be maintained by the subrecipient and be available for monitoring and review purposes. Document transfer of property on Form ADM-404 Intra-agency Equipment Transfer and Change Notice.



Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20531

GRANT NOTIFICATION

Grant Number: 2020-VD-BX-0434

Name & Address of Recipient:

Michigan Department Of State Police

7150 Harris Drive

Po Box 30634

City, State & ZIP:

Lansing, Michigan 48909-2108

Recipient Project Director/Contact:

Nancy Bennett Division Director

Phone:

(517) 284-3208

Title of Program:

FY 20 Coronavirus Emergency Supplemental Funding Program

Title of Project:

FY 20 Coronavirus Emergency Supplemental Funding Program

Amount of Award:

\$ 16,407,017

Date of Award:

05/15/2020

Awarding Agency:

Bureau of Justice Assistance

Lesley Walker

Supplement:

No

Statutory Authority for Program:

FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

Impact/Focus:

Formula

CFDA Number:

16.034

Project Description:

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

For more information about this grant, contact the Office of Justice Program's Office of Communications at (202) 307-0703.



Memorandum

To: Bob Roelofs, Chair of the Benzie County Board of Commissioners

From: Rebecca Hubers, Emergency Management Coordinator

Date: 08/28/2020

Subject: 2020 Emergency Management Performance Grant

The County of Benzie is a subrecipient of an annual Emergency Management Performance Grant (EMPG) from the Federal Emergency Management Agency (FEMA). For the performance period of 10/1/2019 to 9/30/2020 the County of Benzie is awarded \$13,736 or 34.83% of the subrecipient's emergency program manager's salary and fringe benefits. Those costs are reported quarterly to the Michigan State Police Emergency Management and Homeland Security Division. MSP EMHSD then calculates the amount and it is presented in the Grant Agreement every September.

A cost-match is required under this program and is annually budgeted in the Emergency Management wages and benefits.

Attached is the 2020 Grant Agreement that requires a signature of the chief Elected Official and must be submitted to the State no later than October 27, 2020.

All the Responsibilities of the Subrecipient (part IV) and Reporting Procedures (part VI) of the agreement are overseen by the MSP Emergency Management Coordinator for Region 7 and I. These are my job performance responsibilities to both the County of Benzie and the State of Michigan. I verify that these responsibilities are up to date to the best of my ability.

rsh/ xxx

RECEIVED

AUG 31 2020

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617



STATE OF MICHIGAN DEPARTMENT OF STATE POLICE

GRETCHEN WHITMER
GOVERNOR

LANSING

COL. JOSEPH M. GASPER DIRECTOR

August 28, 2020

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2020 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office via email:

Attention: Mr. Paul Lounsberry Emergency Management and Homeland Security Division Michigan Department of State Police LounsberryP@michigan.gov

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management and Homeland Security Division, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2020 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned no later than October 27, 2020. If this requirement is not met, this grant agreement will be invalid after October 12, 2019, unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Capt. Kevin Sweeney, Commander
Deputy State Director, Emergency Management
and Homeland Security Division

Michigan State Police **Emergency Management** and **Homeland Security** Division



Grant Agreement

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
County of Benzie	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
151930112 38-6004838	EMC-2020-EP-00005	7/9/2020
SUBRECIPIENT DUNS NUMBER	SUBAWARD FROM PERFORMANCE PERIOD	ТО
38 6004838 15-193-0112	10/1/2019	9/30/2020
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$13,736
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$13,736
None on file	Total Amount of Federal Award	\$9,073,402

2020 Emergency Management Performance Grants

DETAILS

The 2020 EMPG allocation is 34.83% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.

FEDERAL AWARDING AGENCY

PASS-THROUGH ENTITY (RECIPIENT) NAME

Federal Emergency Management Agency **Grant Operations** 245 Murray Lane - Building 410, SW Washington DC 20528-7000

Michigan State Police **Emergency Management and** Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan FY 2020 Emergency Management Performance Grant Grant Agreement

October 1, 2019 to September 30, 2020

CFDA Number: 97.042 Grant Number: EMC-2020-EP-00005

This Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF BENZIE

(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2020 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2020 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2020 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2020 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at https://www.fema.gov.

II. Statutory Authority

Funding for the FY 2020 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020*, (Pub. L. No. 116-93).

The Subrecipient agrees to comply with all FY 2020 EMPG program requirements in accordance with the FY 2020 EMPG NOFO located at https://www.fema.gov/emergency-management-performance-grant-program; the FEMA Preparedness Grants Manual Version 2 located at https://www.fema.gov/grants; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended, and the *FY 2020 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2020 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.
- B. 44 CFR, Part 10, Environmental Considerations.

III. Award Amount and Restrictions

- A. The County of Benzie is awarded \$13,736 or 34.83% of the Subrecipients local emergency manager's salary and fringe benefits under the FY 2020 EMPG. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2020 EMPG covers eligible costs from October 1, 2019 to September 30, 2020. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs. No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2020 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.
 - The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.
 - See the FY 2020 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.
 - EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.
- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. Grant funds must supplement, not supplant, state or local funds. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2020 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2020 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2020 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

- G. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.
- Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of each quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - Retain all financial records, statistical records, supporting documents, and other pertinent
 materials for at least three years after the grant is closed by the awarding federal agency for
 purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the DHS Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate clocumentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of each quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2020 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2020 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of each quarter, as identified in FY 2020 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2019 to September 30, 2020. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Millelle Shimpon	15 1930112	
Subrecipient Name	Subrecipient's DUNS Number	
For the Chief Elected Official		
Printed Name	Title	
Signature	Date	
For the Local Emergency Manager		
Rebecca S. Hubers Printed Name	Emergency Management Coordinate	
Reboard Hubern	8/28/20 Date	
For the Recipient (Michigan State Police, Emergen Division)	cy Management and Homeland Security	
Capt. Kevin Sweeney, Commander Printed Name	Deputy State Director, Emergency <u>Management and Homeland Security Division</u> Title	
	8/26/20	
Signature	Date	

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

Budget Motion for Administration

Motion by	, seconded by	, to authorize
the County Administrator to m	ake budget transfers between departmen	nts to balance the 2019-20
budgets for all funds.		

Dawn Olney

From:

Mitch Deisch

Sent:

Friday, September 4, 2020 7:57 AM

To:

Dawn Olney

Cc:

garysauer53@yahoo.com; Bob Roelofs; Bob Roelofs; Susan Boyd; Maridee Cutler;

Michelle Thompson

Subject:

FW: Invoice for Trail

Attachments:

AMENDMENT_TO_GRANT_AGREEMENT_RIF_20-14_08_31_2020.pdf

Good Morning Dawn,

I just spoke to Gary Sauer regarding the attached Betsie Valley Trail Amendment to Grant Agreement. This item appears to need to be on the 9/8/2020 BOC agenda. Not sure if it is possible to still get it on the agenda or if we simply need to amend the 9/8/2020 agenda at the start of the meeting.

Gary got it late yesterday. Sorry for the delay.

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

From: Gary Sauer <garysauer53@yahoo.com> **Sent:** Friday, September 4, 2020 7:44 AM **To:** Mitch Deisch <MDeisch@benzieco.net>

Cc: Michelle Thompson < MThompson@benzieco.net>

Subject: Fwd: Invoice for Trail

RECEIVED

SEP 0 4 2020

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

Sent from my iPhone

Begin forwarded message:

From: "Slavin, Scott (DNR)" < <u>SlavinS@michigan.gov</u>>

Date: September 3, 2020 at 12:20:02 PM EDT

To: Dan Schoonmaker < danschoonmaker@msn.com >, Kelly Long < klong@benzieco.net >

Cc: Michelle Thompson < MThompson@benzieco.net >, "Rothhaar, John" < john.rthhr@gmail.com >,

"Sauer, Gary" < garysauer53@yahoo.com>

Subject: RE: Invoice for Trail

Good afternoon,

Can the attached grant extension please be signed and returned to me by September 10th.

Thank you,

Scott

Scott Slavin
Northwest Lower Peninsula Recreational Trails Specialist
Department of Natural Resources
8015 Mackinaw Trail
Cadillac, MI 49601

Phone: 231-878-9403 slavins@michigan.gov

From: Dan Schoonmaker < danschoonmaker@msn.com >

Sent: Wednesday, September 2, 2020 10:25 AM

To: Kelly Long < klong@benzieco.net >

Cc: Michelle Thompson < mthompson@benzieco.net>; Rothhaar, John < john.rthhr@gmail.com>; Slavin,

Scott (DNR) < SlavinS@michigan.gov >; Sauer, Gary < garysauer53@yahoo.com >

Subject: Fw: Invoice for Trail

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Kelly,

The attached Tru Green bill for \$1,408.11 was approved for payment at the 9/1/2020 BVTMC meeting.

Since the DNR was signed by the County as of 7/14, this invoice plus the Gillison bill (\$620) previously submitted can be paid and reimbursed by the DNR.

Attached is a Grant Ledger reflecting the unused balance of \$9,495.80.

Thanks.

Dan

From: Kelly Long < KLong@benzieco.net>
Sent: Thursday, August 27, 2020 10:34 AM

To: 'danschoonmaker@msn.com' <danschoonmaker@msn.com>

Subject: Invoice for Trail

----Original Message-----

From: support@itright.com <support@itright.com>

Sent: Thursday, August 27, 2020 10:34 AM To: Kelly Long < KLong@benzieco.net>

Subject: Message from "RNP58387938072B"

This E-mail was sent from "RNP58387938072B" (IM C4500).

Scan Date: 08.27.2020 10:34:14 (-0400)

Queries to: support@itright.com



Michigan Department of Natural Resources - Parks and Recreation Division

Parks and Recreation – Trails Section Recreation Improvement Fund

AMENDMENT TO GRANT AGREEMENT

This information is required by authority of Act 451 of 1994, as amended to qualify for reimbursement.

SUBJECT OF AMENDMENT	DESCRIPTION OF THE PROPERTY OF	17.2 SEC. 28. 60 EST
Betsie Valley Trail Management Council	Betsie Valley Trail Maintenance	Grant Number RIF 20-14
This amendment to the Grant Agreement, entered above, is Department of Natural Resources, through the State Trails Coo	s hereby made between that participating ordinator.	Grantee and the
That the above mentioned agreement is amended by adding the	ne following terms or conditions:	
Extension of the grant to September 30, 2021.		
Explanation:		
Project was paused in Spring 2020 due to COVID-19 State Spe	ending Freeze, additional time needed.	
Grantee Representative	DNR State Trails Coordinator	
Ву:	By:	
ву.	Paul Yauk	
Date	Date	
In all other respects the Agreement of which this is an amendment, a		shall remain in full

In all other respects the Agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in ful force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered above.

Please return **both** signed amendments to:

MICHIGAN DEPARTMENT OF NATURAL RESOURCES PARKS AND RECREATION DIVISION PO BOX 30257 LANSING MI 48909

Commissioner Reports

County Administrator Report



Memo To: Board of Commission

From: Mitchell D. Deisch, Administrator W 1) essch

Date: September 2, 2020

Subject: Administrators Update 9/8/2020 BOC Meeting

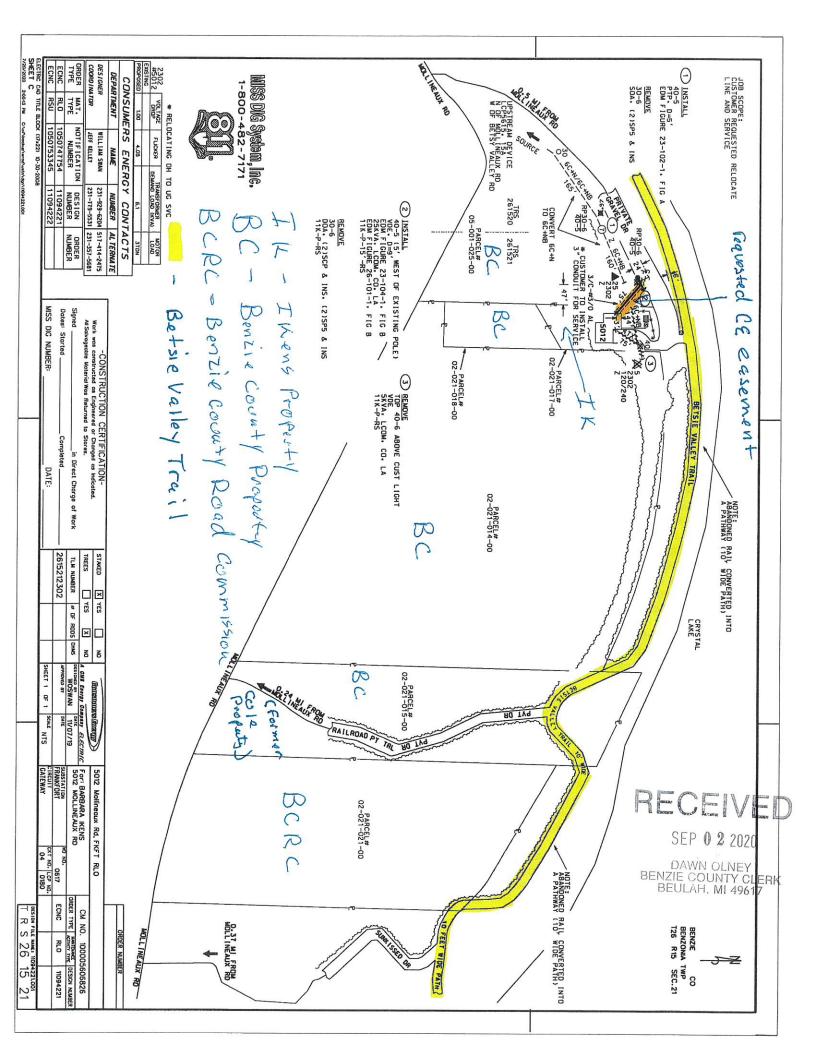
- 1. Ikens Easement Request Frank and Barbara Ikens are requesting an approximately 75' by 12'utility easement across Benzie County property (Rail Road Point Natural Area parcel # 05-001-025-00), to underground electrical utilities to their home (parcel # 02-021-017-00). I met with the Ikens and Consumer Energy on Thursday August 27, 2020 to discuss the easement request. It was agreed that Attorney Dick Figura would represent the County and would prepare all necessary documents that are required to bring the easement request to the BOC. This will include an easement with Consumers Energy include legal description, survey, approval from MDNR (MDNR have a conservation easement over this parcel) and other necessary documents. The meeting was productive, and we have started to move forward with preparing necessary documents to present this request to the BOC. The Ikens will be financial responsible for all legal cost incurred by the County by attorney Dick Figura. In addition, the Ikens will be compensating the county \$2,000 for granting the easement across County property. I am planning on presenting all this information to the Benzie County Parks and Recreation Committee at their September 28, 2020 meeting. The survey identifies that the easement request does not cross the Betsie Valley Trail. If all the approvals and legal documents are completed, I am hoping to present this easement request to the BOC at their first meeting in October 2020. More to follow.
- 2. **POAM Grievance #20-242** The BOC appointed me to serve as the Labor Subcommittee representative at the last meeting to address this grievance at step 3. A step 3 meeting has been scheduled for Thursday September 10, 2020. Benzie County Sheriff Department representatives will be joining me during this step 3 grievance meeting.
- 3. Maples/DHHS Document of Understanding The DOU has been approved by the Maples/DHHS Board and has been fully executed. Signed copies have been provided to both the County Clerk, Maples Administration and MMRMA representatives. Again, I want to thank Commissioner Jeannot for all his effort to bring this document to fruition.

RECEIVED

SEP 0 2 2020

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617 The MMRMA will be billing the Maples directly for all insurable interest costs associated with insuring both the old and new sections.

- 4. Monthly Zoom Meeting with Representative O'Malley Starting in July 2020 the 4 County Administrators in the 101st district have started meeting monthly with Rep. O'Malley. There is no set agenda other than Rep. O'Malley provides us with an update on State activities and new legislation that will impact counties. If there is a specific topic that you would like me to address with Rep. O'Malley during these monthly meetings, please let me know.
- 5. Benzonia Township/Village of Beulah Zoning Matter Related to Requested Building Permit for Fresh Coast Dispensary - Previously the BOC was provided an update of a building permit request by Fresh Coast Dispensary. An issue arose with both the Village of Beulah and Benzonia Township claiming the property was within their limits and that permission or a cannabis dispensary would require both Township and Village approval. Benzonia Township as voted to allow cannabis dispensary, while the Village of Beulah has not voted to allow cannabis dispensaries, thus the County Building Department was caught in the middle of this property debate. I requested Cohl, Stoker and Toskey under our current corporate counsel retainer contract to review the situation and provide an attorney opinion as it to whether the County Building Department should move forward with reviewing the building permit request. Based upon the information provided, CST concluded that the property was not located within the Village of Beulah and thus based upon the zoning approval by Benzonia Township, the County Building Department can proceed with processing the building permit in conjunction of the requirements of Benzonia Township. This information was forwarded to AGS upon being received by the County. CST also contacted legal counsels for the Village of Beulah and contractor who applied for the building permit. The Building Department has issued the permit. AGS has requested that the Attorney Opinion be released so that I can be included in the building permit file.



EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916049383 SAP# 1050747754 Design#11094221 Agreement# MI00000032855

COUNTY OF BENZIE, a Municipal Corporation, whose address is 448 Court Place, Beulah, MI 49617 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Crystal Lake and in the Township of Benzie, County of Benzie, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

<u>Additional Work Space</u>: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

<u>Access</u>: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

<u>Trees and Other Vegetation</u>: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

<u>Buildings/Structures</u>: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Form REFORM/EAS2EL/MJL/2015 Revision: 2019.3 (CG) Approved: 8/20/2019 (AJ)

Page 1 of 4

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

<u>Successors</u>: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

<u>Counterparts</u>: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

	,,	sipar corporation
	By: Its:	
	By: Its:	
	<u>Acknowledgment</u>	
The foregoing instrument was acknowled	ged before me in	County, Michigan,
onDate	by	
Date	County of Benzie, a Municipal Cor	noration on hehalf of the
corporation.	ovanty of Benzie, a municipal con	poration, on benan of the
		Notary Public
	Acting in	County
	My Commission expires:	

PROPERTY OWNERS MAIL SIGNED EASEMENT TO:

Date:

Brandon McDowell Consumers Energy Company 821 Hastings Street Traverse City MI 49686 Prepared By:
Courtney Killeen 12/11/2017
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Revised By: Madison Lefke 8/28/2020

Return recorded instrument to: Carrie J. Main, EP7-287 Consumers Energy Company

REGISTER OF DEEDS OFFICE USE ONLY

One Energy Plaza Jackson, MI 49201

RECEIVED

Owner: COUNTY OF BENZIE, a Municipal Corporation

SEP 0 2 2020

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

Form REFORM/EAS2EL/MJL/2015 Revision: 2019.3 (CG) Approved: 8/20/2019 (AJ)

EXHIBIT A

Owner's Land

Land situated in the Township of Crystal Lake, County of Benzie, State of Michigan:

Government Lot 1 of Mollineaux Road, being part of the East 1/2 of Section 20, Town 26 North, Range 15 West, except Beginning at the Southeast corner of North 02°46′ West 156.97 feet North 66°59.50′ West 258.26 feet to the Place of Beginning, North 09°15′ East 468.68 feet North 85°04′ West 356.22 feet South 30°13′ West 434.13 feet North 81°22′ East 164.50 feet South 66°59.50′ East 364.66 feet to the Place of Beginning and except the 390.00 feet of between Crystal Lake and middle of bluff in the Northwest corner of Government Lot 1 as measured along the Southerly right of way of railroad, also that portion of the abandoned Ann Arbor Railroad right of way which lies parallel with and adjacent or abutting to the Northerly boundary of the parcel.

Also known as: Mollineaux Road, Frankfort, Michigan 49635

Parcel ID: 05-001-025-00

Finance Report

BILLS TO BE APPROVED SEPTEMBER 8, 2020

Motion to approve Vouchers in the amount of:

- \$ 117,053.67 General Fund (101)
- \$ 10,132.03 Jail Fund (213)
- \$ 33,320.91 Ambulance Fund & ALS (214)
- \$ 26,782.64 Funds 105-238
- \$ 1,987.30 ACO Fund (247)
- \$ Building (249)
- \$ 9,787.41 Dispatch 911 Fund (261)
- \$ 99,918.96 Funds 239-292
- \$ 17,875.68 Funds 293-640
- \$ 20,181.20 701 Fund
- Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
- \$ 337,039.80



Payables August 27, 2020 to September 3, 2020

	TOTALS		170,175,52	166,864.28		1	ī		1	1		1	1	-			1		1	1	1	,	Ĭ	1	337,039.80
			\$	8	69	69	69	8	69	49	69	49	8	69	69	8	69	49	49	49	49	8	8	49	40
	FUND 702-771																								,
FUND 701	TRUST/ AGENCY		2,007.99	18,173.21																					20,181.20
<u>.</u>	_		s	ક્ર																					\$
	FUND 293-690		17,191.68	684.00																					17,875.68
		\rightarrow	ઝ	49			\Box																		4
	239-292		\$ 7,253.49	\$ 92,665.47																					\$ 99,918.96
Pac GMID	DISPATCH		\$ 8,849.41	\$ 938.00																				_	\$ 9,787.41
EIIND 240	BUILDING																								
FIIND 247	ACO	,	4 1,987.30						1																\$ 1,987.30
CN	105-238	- 1	4,933.17	\$ 21,849.47																	1			-	\$ 26,782.64
FUND 214	ALS	-	27.167.07	4,589.19																1	1		1		33,320.91
FUND 213	\dashv	\$ 20 200 \$	0,100.20	4 1,425.77																				-	\$ 10,132.03
FUND 101	GENERAL	00 514 50	30,314.30	71.660,07																				447 050 02	117,053.67
	DATE	\$ 000017018	0101000	313/2020																				1	Totals

 206-K-9 Fund
 23

 207-Sheriff Reserve's
 23

 208-Dive Team
 23

 209-Resourse Officer
 23

 210-Benzie Kids
 24

 211-D.A.R.E. Fund
 25

 215-FOC
 26

230-BVTMC 's 232-Planning/Zoning 235-CBDG

235-CBDG
238-EDC
245-Remonumentation
256-Reg of Deeds
262-911-Training

269-Law Library
270-Platte River Bridge
271-Housing Grant
276-Council on Aging
285-Pt. Betsie Lighthouse
292-Child Care Fund
293-Soldiers Relief Fund

310-Gov't Ctr Addition-Debt 315-Benzie Leelanau Health 321-Jail Bond 371-Jail Bldg Debt Millage 425-Equipment Replace

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Amount	53.34 35.08 11.50 111.55 70.73	1,524.13 1,880.55 1,817.51 1,415.70 1,053.00 1,760.62 4,743.30 2,740.00 2,57.60 562.50	23.3.3 152.75 67.52 277.56 638.08 307.80 307.80 307.80	26,404.34 73.97 74.97 30.76 95.15 168.96 295.00 62.40 500.00 35.00 11.98	2,613.26 8,695.83 8,695.83	2,225.33
Due Date	08/27/20 08/27/20 09/03/20 09/03/20	08/27/20 08/27/20 08/27/20 08/27/20 08/27/20 08/27/20 09/03/20 08/27/20	09/03/20 09/03/20 09/03/20 08/27/20 08/27/20 09/03/20	09/03/20 09/03/20 09/03/20 09/03/20 09/03/20 09/03/20 09/03/20 09/03/20 09/03/20	09/03/20	08/27/20
Invoice	0892 MILEAGE 083120 083120 082820	073120 073120 073120 073120 073120 073120 073120 073120 073120 073120	19-2643-FC 19-2637-FC 5011551020 081920 073120 082120 082820	111-4227521-905 111-0255213-192 DP440 00857924 79880 & 79878 132425 & 132426 20-0107-MI 19-0028-GM DP414 20-0107-MI 79880 & 79878	073120 COURT	073120 20-6703
Invoice Desc.	OFFICE SUPPLIES/ADOBE/REGISTRATION 0892 BOC MILEAGE JULY BOC MILEAGE MILEAGE MILEAGE MILEAGE Total For Dept 101 BOARD OF COMMISSIONERS	SHARED EXPENSES JULY 2020 ADDITIONAL 5 MICHIGAN COURT CONNEC SHARED EXPENSES JULY 2020 COURT APPOINTED ATTORNEY APPELLATE ATTORNEY	APPELLATE ATTORNEY/CANTINI APPELLATE ATTORNEY/SNYDER PROBATION COPIER COURT REPORTER MILEAGE & MEAL REIM SHARED EXPENSES JULY 2020 DRUG COURT COORDINATOR WEEK ENDING DRUG COURT COORDINATOR WEEK ENDING INSTALLATION OF PLEXIGLASS IN COUR	Total For Dept 131 CIRCUIT COURT MASKS/SANITIZERS FACE SHIELDS REIMBURSEMENT OFFICE SUPPLIES A HOLMES ANNUAL MAINTENANCE CONTRACT (DISTR PENNY CLARK / MCKENZIE GUNDERSON JAMES J KILLEEN A SCHNEIDER SCREENING: S LAUDERWAN JAMES J KILLEEN ANNUAL MAINTENANCE CONTRACT (DISTR CELL PHONES	Total For Dept 136 DISTRICT COURT FOC SHARED EXPENSES Total For Dept 141 FRIEND OF THE CC	SHARED EXPENSES JULY 2020 AUGUST SEPT RENTAL WATER COOLER MITEAGE AND DUONE
Vendor	VISA=MITCHELL DEISCH TAYLOR, SHERRY JEANNOT, ART SAUER, GARY WARSECKE, EVAN	MANISTEE COUNTY - ADM CHERRY LAN SYSTEMS, I MANISTEE COUNTY - ADM NORTH POINTE LEGAL, P MARIE WALKER, PLLC	MICHAEL KITCHEN MICHAEL KITCHEN WELLS FARGO VENDOR FI QUAGLIA, VINCENT MANISTEE COUNTY - ADM FELICE J. KELLEY-WARE FELICE J. KELLEY-WARE TAG CONSTRUCTION	AMAZON CAPITAL SERVIC AMAZON CAPITAL SERVIC NOWAK, KIM PIONEER GROUP BUSINESS INFORMATION SMITH & JOHNSON DOBIAS, MARK LERR, LINDA MOOREY OPEN DOOR ASSESSMENT DOBIAS, MARK LEUSINESS INFORMATION VERIZON WIRELESS	MANISTEE COUNTY FOC	MANISTEE COUNTY - ADM PURE WATER WORKS CAMERON CLARK
Inv. Line Desc	GENERAL FUND BOARD OF COMMISSIONERS 27.00 OFFICE SUPPLIES 60.00 TRAVEL 60.00 TRAVEL 60.00 TRAVEL CO.00 TRAVEL	CIR CT JUDGE CIR CT ADMIN SAL WAGES-COURT REPORTER WAGES - ADR CLERK WAGES - LERICAL ASSISTA WAGES - RESEARCH ATTOR COST OF FRINGE BENEFIT OFFICE SUPPLIES TRANSCRIPTS LEGAL FEES	APPEALS COURT - LEGAL FE APPEALS COURT - LEGAL FE PROBATION EXPENSES TRAVEL JIS RELATED COSTS PROJECT EXPENSES - DRUG PROJECT EXPENSES - DRUG EQUIPMENT	COURT OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES RECORDING SERVICES PROBATE CT APPOINTTED AT PROBATE CT APPOINTTED AT PROBATE CT APPOINTTED AT PROBATE CT APPOINTTED AT SCREENING FEES GUARDIAN AD LITEM SERVICE CONTRACT CELLULAR PHONES	OF THE COURT REIMBURSEMENT TO MANISTE JE DIVISION	OFFICE SUPPLIES
GL Number	Fund 101 GENERAL FUND Dept 101 BOARD OF COM 101-101-727.00 101-101-860.00 101-101-860.00 101-101-860.00 101-101-860.00 Dept 131 CIRCUIT COUR		101-131-812.00 101-131-812.00 101-131-813.00 101-131-860.00 101-131-962.00 101-131-967.00 101-131-967.00	Dept 136 DISTRICT COURT 101-136-727.00 101-136-727.00 101-136-727.00 101-136-727.00 101-136-804.00 101-136-805.10 101-136-805.10 101-136-805.10 101-136-805.00 101-136-805.00 101-136-805.00		101-142-704.01 101-142-727.00 101-142-860.00

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND Dept 142 JUVENILE DIVISION 101-142-957.40 NON	ISION NON REIMBURSABLE EXPENSE	CAMERON CLARK	MILEAGE AND PHONE	AUGUST	09/03/20	50.00	77677
Omenmotivities CL1 tool	ſ		Total For Dept 142 JUVENILE DIVISION	NC	1	2,696.62	
Dept 1/2 Abministrator 101-172-727.00 101-172-860.00 101-172-955.10	OFFICE SUPPLIES TRAVEL DUES & REGISTRATIONS	VISA=MITCHELL DEISCH DEISCH, MITCH VISA=MITCHELL DEISCH	OFFICE SUPPLIES/ADOBE/REGISTRATION MILEACE ALLOWANCE OFFICE SUPPLIES/ADOBE/REGISTRATION	0892 090120 0892	08/27/20 09/03/20 08/27/20	15.89 300.00 (50.00)	77657 77684 77657
			Total For Dept 172 ADMINISTRATOR		•	265.89	
Dept 215 COUNTY CLERK 101-215-727.00 101-215-727.00 101-215-727.00	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	JACKPINE BUSINESS CEN JACKPINE BUSINESS CEN OFFICE DEPOT	TONER BOND PAPER OFFICE SUPPLIES	456530-1 456537-0 115444074001	09/03/20 09/03/20 09/03/20	234.99 42.95 71.97	77694 77695 77712
VIINTOO CESC	40		Total For Dept 215 COUNTY CLERK			349.91	
Dept 235 COUNII IKEASUKEK 101-253-727.00 OFF	UKEK OFFICE SUPPLIES OFFICE SUPPLIES	AUTOMATED BUSINESS EQ VISA=MICHELLE THOMPSO	SEALER FOR MINI BAILER OFFICE SUPPLIES - DESK LIGHTS	20990 08042020	08/27/20 08/27/20	46.49	77600
HOTTERTIALITY 257	OPD A DAMPANA		Total For Dept 253 COUNTY TREASURER	~	.!	175.46	
101-257-860.00 TRAVEL	DEFANTAGNI TRAVEL	LINDSAY, BRIANNE	MILEAGE FOR FIELD WORK	09/02/20	09/03/20	205.28	77700
			Total For Dept 257 EQUALIZATION DEPARTMENT	ARTMENT	I.	205.28	
Dept 261 MSU EXTENSION 101-261-703.04 101-261-727.00	N WAGES-PART TIME SECRETAR OFFICE SUPPLIES	MSUE BUSINESS OFFICE JACKPINE BUSINESS CEN	MSU SECRETARY WAGE & FRINGE OFFICE SUPPLIES	TOINV01-21-BENZ 456778-0	08/27/20 09/03/20	923.64	77641
			Total For Dept 261 MSU EXTENSION		Į	1,028.86	
Dept 262 ELECTIONS 101-262-721.00 101-262-721.00	PER DIEM PER DIEM	BANCROFT, LAURA MICK, JANICE	BOARD OF CANVASSERS PER DIEM BOARD OF CANVASSERS PER DIEW	8/31/2020	09/03/20	70.00	77670
101-262-721.00 101-262-721.00	PER DIEM PER DIEM	NICHOLS, RAY PETE BROWN	OF CANVASSERS PER OF CANVASSERS PER	08/31/2020 8/31/2020	09/03/20	00.07	77709
101-262-727.00 101-262-860.00	OFFICE SUPPLIES - BALLOT TRAVEL	OFFICE DEPOT BANCROFT, LAURA	MITIM	115444074001	09/03/20	22.20	77712
101-262-860.00 101-262-860.00 101-262-860.00	TRAVEL TRAVEL TRAVEL	MICK, JANICE NICHOLS, RAY PETE BROWN	OF CANVASSERS OF CANVASSERS OF CANVASSER M	8/31/2020 8/31/2020 8/31/2020	09/03/20 09/03/20 09/03/20	8 12 9 28 5 80	77708
			Total For Dept 262 ELECTIONS		ı	335.84	
Dept 265 BUILDING & GR 101-265-749.00 101-265-750.00 101-265-853.00	GROUNDS VEHICLE REPAIRS MAINTENANCE SUPPLIES CELLULAR PHONES	BALLARD, JOHN BETSIE VALLEY SALES & VERIZON WIRELESS	TRANSMISSION REPAIRS ON DODGE TRUC SEAT RAIL KIT/MOWER BLADE CELL PHONES	392403 152939-14202 9860680356	08/27/20 08/27/20 08/27/20	107.00	77601 77603 77655
1 1 000			Total For Dept 265 BUILDING & GROUNDS	DS	Ĭ.	423.54	
Dept Zeb LEGAL & CONTR 101-266-810.00 101-266-815.20	CONTRACTED SERVICES LEGAL FEES ADMINISTRATION FEES - MA	COHL, STOKER, TOSKEY, MANISTEE COUNTY - ADM	DAUNT LITIGATION SHARED EXPENSES JULY 2020	51600 073120	08/27/20 08/27/20	727.82	77613
Dept 267 PROSECUTING B	THORNEY		Total For Dept 266 LEGAL & CONTRACT	CONTRACTED SERVICES	ı	1,894.49	
101-267-814.00 DIRECT	DIRECT VICTIMS NEEDS - E	VISA=SARA SWANSON	DIRECT VICTIM NEEDS Q4 WALMART CAR	DVN Q4	08/27/20	500.00	77659

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Amount	43.68	631.68	297.99	333 33	510.35 30.45 15.00	159.90	29.99	335.56 169.60	96.45	393.81 48.68	45.08	0.99	106.00	488.98	237.90	3,013.09	25.88	22.90	1,197.14 43.67 120.61	1,410.20		60.00	7.22 9.20 478.86 23.12 35.66
Due Date	08/27/20	. 09/10/20			09/24/20 09/03/20 09/07/20	09/05/20 09/15/20	09/24/20	09/24/20 09/24/20	09/10/20	08/27/20	09/01/20	09/24/20	09/12/20	09/19/20	09/24/20		08/27/20	08/27/20	08/27/20 08/27/20 08/27/20	ŀ	09/01/20		08/27/20 08/27/20 08/27/20 08/27/20 08/27/20
Invoice	9860680356 3092831280	9RNEY 456512-0	20	-	08302020 6759 7-098-22537 PC 08312020	/1		08302020 7419 08302020 6759	2672	9860680356	0010078082120	08302020 7179 249664- RYAN	8110	INV6450478 IMIW-L3DP-XLJT	08302020 7419		202090	202090	SEPTEMBER 2020 RISO003011582	PATROL	REFUND 5069 20-	BAILIFF	202090 202090 202200036456 SEPTEMBER 2020 RISO003011582 0975
Invoice Desc.	CELL PHONES	Total For Dept 267 PROSECUTING ATTORNEY ENVOLOPES LABELS RIBBONS TONER 456:	Total For Dept 268 REGISTER OF DEEDS MONTHLY CONTRACTED SERVICES FOR DR	or Dept 275		16-1 NEW BATTERY 14 FORD DECALS	VEH EQUIF/REFAIK/UNIF/RS/IRS/JAIL LAMESON DUTY BELT		DRY CLNG AUGUST 2020 CELL PHONES	CELL PHONES	CHARTER	PRE EMPLOY	S	FKNIK HEAD & CLEANER VOICE RECORDER	VEH EQUIP/REPAIR/UNIF/K9/T&S/JAIL	Total For Dept 301 SHERIFF	EMPLOYEE VISION INSURANCE FOR SEPT	COBRA/FLEX/HRA AND MEDICARE PART D	DENTAL INSURANCE FOR EMPLOYEES SEPEMPLOYEE DENTAL INSURANCE SEPTEMBE	Total For Dept 333 SECONDARY ROAD P.	REFUND OF PPO SERVICE FEES	Total For Dept 334 ZERO TOLERANCE,	EMPLOYEE VISION INSURANCE FOR SEPT COBRA/FLEX/HRA AND MEDICARE PART D BCN HEALTH INSURANCE FOR EMPLOYEES DENTAL INSURANCE SEPTEMBE EMPLOYEE DENTAL INSURANCE SEPTEMBE VISA CHARGES JULY - R.HUBERS OFFIC
Vendor	VERIZON WIRELESS REXL INC. DBA LEXISNE	JACKPINE BUSINESS CEN	DIXON, CRAIG		VISA-TROY LAMERSON FED EX BENZIE COUNTY SHERIFF	FOX GRAND TRAVERSE INK 231		VISA-IED SCHENDED	ROBBIE'S DRY CLEANERS VERIZON WIRELESS	VERIZON WIRELESS	CHARTER COMMUNICATION	THE WALK IN CLINIC	PLATTE RIVER PRINTING	AMAZON CAPITAL SERVIC	VISA=TED SCHENDEL			44 NORTH BLUE CARE NETWORK	DEARBORN LIFE INSURAN DELTA DENTAL PLAN OF		PITCHER, MARY		44 NORTH 44 NORTH BLUE CARE NETWORK DEARBORN LIFE INSURAN DELTA DENTAL PLAN OF VISA=RHUBERS
Inv. Line Desc	ND S ATTORNEY CELLULAR PHONES DUES & REGISTRATIONS	F DEEDS OFFICE SUPPLIES	ISSION CONTRACT SERVICE - LAKE		OFFICE SUPPLIES PHOTOS AND SUPPLIES GAS, OIL & GREASE	VEHICLE REPAIRS VEHICLE REPAIRS VEHICLE PERAIRS		UNIFORMS	DRY CLEANERS TELEPHONE	TELEPHONE	TELEPHONE	EMPLOYEE PHYSICALS	EQUIPMENT FOLIT EMENT	t	VEHICLE EQUIPMENT		ROAD PATROL FRINGE BENEFITS	FRINGE BENEFITS			ANCE, BAILIFF OFFICE SUPPLIES		TANAGEMENT FRINGE BENEFITS FRINGE BENEFITS FRINGE BENEFITS FRINGE BENEFITS FRINGE BENEFITS FRINGE SUPPLIES
GL Number	Fund 101 GENERAL FUND Dept 267 PROSECUTING ATTORNEY 101-267-853.00 CELLULA 101-267-955.10 DUES 8	Dept 268 REGISTER OF DEEDS 101-268-727.00 OFF1	Dept 275 DRAIN COMMISSION 101-275-819.00		Dept 301 SHERIFF 101-301-727.00 101-301-729.00 101-301-748.00	101-301-749.00 101-301-749.00 101-301-749.00	101-301-751.00	101-301-751.00	101-301-850.00	101-301-850.00	101-301-850.00	101-301-956.00	101-301-970.00	101-301-970.06	101-301-980.00		Dept 333 SECONDARY ROAD PATROL 101-333-725.00 FRINGE I	101-333-725.00	101-333-725.00 101-333-725.00		Dept 334 ZERO TOLERANCE, BALLIFF 101-334-727.00 OFFICE SUF		Dept 426 EMERGENCY MANAGEMENT 101-426-725.00 FRINGE 101-426-725.00 FRINGE 101-426-725.00 FRINGE 101-426-725.00 FRINGE 101-426-725.00 FRINGE 101-426-727.00 OFFICE

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 08/27/2020 - 09/03/2020
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Fund 101 GENERAL FUND Dept 426 EMERGENCY MANAGEMENT 101-426-850.00 TELEPH 101-426-961.00 TRAININ		VERIZON WIRELESS VISA-RHUBERS	CELL PHONES VISA CHARGES JULY - R. HUBERS EMER	9860680357 0975			77655
Dept 648 MEDICAL EXAMINER 101-648-800.00	IINER CONTRACTED SEDVICES	MANTE VERMINE VERMINE	Total For Dept 426 EMERGENCY MANAGEMENT	MENT		919.05	
		MANISIEE COUNTY - ADM	SHAKED EXPENSES JULY 2020 Total For Dept 648 MEDICAL EXAMINER	073120	08/27/20	2,005.39	77636
Dept 649 MENTAL HEALTH 101-649-836.00	H APPROPRIATIONS	CENTRA WELLNESS NETWO	MONTHLY APPROPRIATION AUGUST	1008	08/27/20	10,091.92	77607
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			Total For Dept 649 MENTAL HEALTH		lk	10,091.92	
Dept /51 PARKS & RECR 101-751-721.00 101-751-721.00	RECREATION DEPARTMENT PER DIEM PER TEN		& REC PER	082420	08/27/20	35.00	77617
101-751-721.00		HOOGTERP, EDWARD	PARKS & REC PER DIEM PARKS & REC PER DIEM	082420	08/27/20	35.00	77619
101-751-721.00	PER DIEM	B	& REC PER	082420	08/27/20	35.00	17633
101-751-721.00		LEACH, KASSIE	& REC PER	082420	08/27/20	75.00	77635
101-751-721.00	PER DIEM	MICK, TED	REC PER	082420	08/27/20	35.00	77640
101-751-721.00		SKURDALL, BARBARA	PARKS & REC PER DIEM	082420	08/27/20	35.00	77646
101-751-860.00	TRAVEL		& REC MILE	082420	08/27/20	5.75	77617
101-751-860.00	TRAVEL		ષ્ઠ	082420	08/27/20	9.78	77619
101-751-860.00	TRAVEL	HOOGTERP, EDWARD	& REC	082420	08/27/20	1.73	77627
101-751-860.00	TRAVEL	TEACH KASSIE	PARKS & REC MILEAGE	082420	08/27/20	12.65	77633
101-751-860.00	TRAVEL		A A	082420	08/21/20	4.60	77635
101-751-860.00	TRAVEL	PEACOCK, TAD	& REC	082420	08/27/20	8.03	77646
101-751-860.00	TRAVEL	SKURDALL, BARBARA	PARKS & REC MILEAGE	082420	08/27/20	1.73	77651
	OCINCA		Total For Dept 751 PARKS & RECREATION	& RECREATION DEPARTMENT	1	366.59	
10505ANCE &	LIFE INSURANCE	DEARBORN LIFE INSURAN	DENTAL INSURANCE FOR EMPLOYEES SEP	SEPTEMBER 2020	08/27/20	233.95	77615
Dept 852 MEDICAL INSURANCE	RANCE		Total For Dept 851 INSURANCE & BONDS	w		233.95	
101-852-717.00		44 NORTH	EMPLOYEE VISION INSURANCE FOR SEPT	202090	08/27/20	850.62	77594
101-852-/1/.00	MEDICAL/DENTAL/VISION IN	CARE NETWOR	HEALTH INSURANCE FOR I	202200036456	08/27/20	41,899.80	77604
101-852-717.00	MEDICAL/DENTAL/VISION IN	BLUE CROSS BLUE SHIEL DELTA DENTAL PLAN OF	PPO BCBS HEALTH INSURANCE FOR EMPI.	SEPTEMBER 2020	08/27/20	1,206.09	77605
101-852-717.00		CONQUEST, JEFF	HEALTH SUPPLEMENT	090120	08/2//20	3,8/1.96	77682
101-852-717.00	MEDICAL/DENTAL/VISION IN	KOSIBOSKI, JEFFREY		090120	09/03/20	175.00	77699
101-852-717.00	MEDICAL/DENTAL/VISION IN	AVID	MONTHLY RETIREE HEALTHCARE SUPPLEM	090120	09/03/20	175.00	77735
101-852-718.00	SHORT/LONG TERM DISARILI	DEARBORN LIFE INSTEAN	SHARED EXPENSES JULY 2020 DENTAL INSTIDANCE FOR EMPLOYEES SER	073120 GEDMENDED 2020	08/27/20	1,401.93	77636
101-852-800.00	CONTRACTED SERVICES - CA		COBRA/FLEX/HRA AND MEDICARE PART D		08/27/20	927.00	77594
101-852-800.00	CONTRACTED SERVICES - CA		MEDICARE PART D NOTICES	MEDICARE PART D	09/03/20	184.50	77664
101-852-874.00	MEDICAL INSURANCE - REI	44 NOKIH DELTA DENTAL PLAN OF	EMPLOYEE VISION INSURANCE FOR SEPT EMPLOYEE DENTAL INSURANCE SEPTEMBE	202090 RIS0003011582	08/27/20 08/27/20	44.41	77594
			Total For Dept 852 MEDICAL INSURANCE	M	1	52,318.96	

117,053.67

Total For Fund 101 GENERAL FUND

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY EXP CHECK RUN DATES 08/27/2020 - 09/03/2020 JOURNALIZED PAID

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Amount		25.88	1,197.14	120.61	50.00	1,515.43	1,515.43	, ,	15.52	7	45.57	460.00	460.00	460.00	18.40 399.03 44.86 36.87 50.98	560.13	560.13	63.92 48.68 (484.64)	(372.04)	14.99 75.00 12.99 62.59 280.25 461.25 800.00 142.00
Due Date		08/27/20	08/27/20	08/27/20	10/15/20	ľ	•	00/10/00		•		09/01/20	, II	•	08/27/20 08/27/20 08/27/20 08/27/20 08/27/20	1	•	09/15/20 08/27/20 09/24/20	ľ	09/20/20 09/07/20 09/04/20 09/23/20 09/10/20 09/14/20 09/24/20
Invoice		202090	202200036456	SEPTEMBER 2020 RIS0003011582	939561-202008-1 9860680358		AGE FUND	0187 00000000			FUND	290100032173		EAM FUND	202090 202090 202200036456 SEPTEMBER 2020 RISO003011582 7-098-22537		OFFICER	08252020 1444 9860680358 08302020 7419	DS	1,729-Y6NM-KF9N PC 08312020 29133 08032020 1248120 2672 00036979 JAIL HASTINGS 249668 PERKINS 08302020 7419
Invoice Desc.		EMPLOYEE VISION INSURANCE FOR SEPT COBRA/FIEX/HRA AND MEDICARE DARF DARF	BCN HEALTH INSURANCE FOR EMPLOYEES	EMPLOYEE DENTAL INSURANCE SEPTEMBE	TLO - INTEL AUGUST 2020 CELL PHONES	Total For Dept 000	Total For Fund 205 TNT OFFICER MILLAGE	VEH EOUIP/REPAIR/UNIF/R9/TES/.TAII.	Total For Dept 000		Total For Fund 206 SHERIFF'S K-9 FU	2 AIR TANKS	Total For Dept 000	Total For Fund 208 SHERIFF'S DIVE TEAM FUND	EMPLOYEE VISION INSURANCE FOR SEPT COBRA/FLEX/HRA AND MEDICARE PART D BCN HEALTH INSURANCE FOR EMPLOYEES SEP EMPLOYEE DENTAL INSURANCE SEPTEMBE 2 PKGS - SERVICE	Total For Dept 000	Total For Fund 209 SCHOOL RESOURCE OFFICER	JAIL REPAIRS CELL PHONES VEH EQUIP/REPAIR/UNIF/K9/T&S/JAIL	Total For Dept 265 BUILDING & GROUNDS	NOTARY STAMP OFF SUP FUEL ERT WALL CLOCK LAUNDRY DESTAINER DRY CLNG AUGUST 2020 JAIL COPIERS PRE EMPLY PSYCH PRE EMPLY PHYSC VEH EQUIP/REPAIR/UNIF/K9/T&S/JAIL
Vendor		44 NORTH 44 NORTH	BLUE CARE NETWORK	DELTA DENTAL PLAN OF	TRANSUNION RISK & ALT VERIZON WIRELESS			VISA=TED SCHENDEL				SCUBA NORTH			44 NORTH 44 NORTH BLUE CARE NETWORK DEARBORN LIFE INSURAN DELTA DENTAL PLAN OF FED EX			NUGENT ACE HARDWARE VERIZON WIRELESS VISA=TED SCHENDEL		AMAZON CAPITAL SERVIC BENZIE COUNTY SHERIFF SHOP AND SAVE KSS ENTERPRISES ROBBIE'S DRY CLEANERS TEAM FINANCIAL GROUP, MANAGEMENT & BEHAVIOR THE WALK IN CLINIC VISA=TED SCHENDEL
Inv. Line Desc	OFFICER MILLAGE FUND	FRINGE BENEFITS FRINGE BENEFITS	FRINGE BENEFITS	FRINGE BENEFITS	INTELD/INVESTIGATIONS CELLULAR PHONES-INT		K-9 FIND	PROJECT EXPENSES			DIVE TEAM FUND	PROJECT EXPENSES		SCHOOL RESOURCE OFFICER	FRINGE BENEFITS FRINGE BENEFITS FRINGE BENEFITS FRINGE BENEFITS FRINGE BENEFITS EQUIPMENT		FIONS FUND	GROUNDS EQUIP. SERVICES & SUPPLI TELEPHONE JAIL REPAIRS		CORRECTIONS OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES PRISONERS LAUNDRY DRY CLEANERS EQUIPMENT LEASE - COPIER EMPLOYEE PHYSICALS EMPLOYEE PHYSICALS TRAINING & SCHOOLS
GL Number	Fund 205 TNT OFFICE	205-000-725.00 205-000-725.00	205-000-725.00 205-000-725.00	205-000-725.00	205-000-853.00		Annd 206 SHERTFR'S K-9	000			Fund 208 SHERIFF'S DIVE			209	209-000-725.00 209-000-725.00 209-000-725.00 209-000-725.00 209-000-725.00		Fund 213 JAIL OPERATIONS FUND	Dept 265 BOILDING & GROUNDS 213-265-783.00 EQUIE 213-265-850.00 TELEE 213-265-935.00 JAIL		Dept 351 JAIL - CORN 213-351-727.00 213-351-727.00 213-351-727.00 213-351-752.00 213-351-940.20 213-351-956.00 213-351-956.00 213-351-956.00

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 213 JAIL OPERATIONS Dept 351 JAIL - CORRECTION	PERATIONS FUND CORRECTIONS	100					
Dept 851 INSURANCE & 213-851-725.06	BONDS LIFE INSURANCE	DEARBORN LIFE INSURAN	Total For Dept 351 JAIL - CORRECTIONS DENTAL INSURANCE FOR EMPLOYEES SEP SI	ONS SEPTEMBER 2020	08/27/20	1,924.07	77615
ANT INSTITUTE 852 MEDITARY	TNETTONE		Total For Dept 851 INSURANCE & BONDS	SO	l	57.00	
352-717.00 352-717.00 352-717.00 352-717.00 352-718.00	MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN SHORT/LONG TERM DISABILI CONTRACTED SERVICES - CA	44 NORTH BLUE CARE NETWORK DELTA DENTAL PLAN OF DEARBORN LIFE INSURAN 44 NORTH	EMPLOYEE VISION INSURANCE FOR SEPT BCN HEALTH INSURANCE FOR EMPLOYEES EMPLOYEE DENTAL INSURANCE SEPTEMBE DENTAL INSURANCE FOR EMPLOYEES SEP COBRA/FLEX/HRA AND MEDICARE PART D	202090 202200036456 RIS0003011582 SEPTEMBER 2020 202090	08/27/20 08/27/20 08/27/20 08/27/20 08/27/20	234.11 7,023.19 595.47 404.03 266.20	77594 77604 77616 77615
			Total For Dept 852 MEDICAL INSURANCE	SE		8,523.00	
214	EMERGENCY MEDICAL SERVICES (EMS) FUND		Total For Fund 213 JAIL OPERATIONS	FUND	İ	10,132.03	
TNG &	GROUNDS MAINTENANCE SUPPLIES	KSS ENTERPRISES	STATION BATHROOM SUPPLIES	1235172	08/27/20	130 24	1636
214-265-750.00 214-265-750.00	MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	MATT DELZIO		8-2-20	08/27/20	22.25	77638
214-265-850.01	~		VISA BILL ST 2 DIRECT TV	37678045283	08/2//20	319.97	77660
214-265-850.01 214-265-853.00	INTERNET SERVICE	CENTURYLINK	INTERNET SERVICE	404669354	09/03/20	303.75	77678
214-265-853.00		VERIZON WIRELESS VERIZON WIRELESS	CELL PHONES CELL PHONES	9860680356	08/27/20	20.04	77655
214-265-922.00	WATER & SEWER	CITY OF FRANKFORT	WATER BILL	8-27-20	08/27/20	90.61 63.69	77609
214-265-935.00	BULLDING REPAIRS BUILDING REPAIRS	GRAND TRAVERSE GARAGE POMEROY HOME FURNISHI	GARAGE DOOR MAINTENANCE REPLACEMENT FOR RECLINING MECH FOR	25654	08/27/20	334.12	77625
214-265-935.00	BUILDING REPAIRS	VISA=THOMAS KING		8-16-20	08/27/20	425.00	77660
			Total For Dept 265 BUILDING & GROUNDS	ADS.	l	1,906.90	
Dept 655 ADVANCED LIFE 214-655-721,00	FE SUPPORT (ALS) PER DIEM	מקייים בא מפיייהם ווהקוא הכו	THE CHARACTER STOCK THAT				
214-655-721.00	PER DIEM	DAGNEAU-BAIES, MAKIHA	EMS ADVISORY MEETING PER DIEM EMS ADVISORY PER DIEM	061620	08/27/20	35.00	77614
214-655-721.00			ADVISORY PER	081820	08/27/20	35.00	77623
214-655-721.00			ADVISORY PER	081820	08/27/20	35.00	77632
214-655-721 00	PER DIEM	×	ADVISORY PER	081820	08/27/20	35.00	77637
214-655-727.00		MEAU, MICHAEL BOUND TREE MEDICAL, L	EMS ADVISORY PER DIEM MED SUPPLIES	081820	08/27/20	35.00	77639
214-655-727.00	OFFICE SUPPLIES	VISA=THOMAS KING		8-16-20	08/27/20	2.79	77660
214-655-727.00		INANCIAL GROUP		40029846	09/03/20	339,93	77730
214-655-735.00	MEDICAL SUPPLIES MEDICAL SUPPLIES	BOUND TREE MEDICAL, L		83736763	08/27/20	1,352.33	90911
214-655-735.00		VISA=THOMAS KING	1/3333 CASIERS AND SUPPLIES FOR U	1/325/	08/21/20	9.32	77644
214-655-735.10	AL	VISA=THOMAS KING	VISA BILL	8-16-20	08/27/20	26.86	77660
214-655-748.00	GAS, OIL & GREASE	WEX BANK	FUEL CHARGES	67005291	08/27/20	687.35	77661
214-655-749.00	VEHICLE REPAIRS	BENZIE TRANSPORTATION	VAKE ASSESMENT FOR	2430	08/27/20	65.73	77602
214-655-749.00	VEHICLE REPAIRS	GRAND TRAVERSE MOBILE XPRESS LUBE	542/3 LIGHTING INSTALL ON E61 AND A32 OIL CHANGE AND WIPERS	54187 52421	08/27/20	1,284.65	77626
214-655-800.01	CONTRACTED SERVICES - BI	NORTH FLIGHT, INC.	\rightarrow	BEN0720	08/27/20	4,300.00	77642
214-655-860.00	TRAVEL	DAGNEAU-BATES, MARTHA	EMS ADVISORY MILEAGE	061620	08/27/20	21.28	77614
214-655-860.00	TRAVEL		ADVISORY	081820	08/27/20	21.28	77623

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Amount	11.50 8.05 1,160.79 3,945.51	14,034.88	76.00 258.90 14,924.32 1,323.90 520.41	17,303.13	33,320.91	181.90	552.74	552.74		2,714.60 18,851.80 43.68 187.50 1,345.00	23,142.58	4.75	4.75	399.04 36.87 32.64 22.90	501.44	23,648.77	97.36
Due Date	08/27/20 08/27/20 08/27/20 09/03/20	08/27/20	08/27/20 08/27/20 08/27/20 08/27/20	08/2//20		09/23/20 09/23/20				09/03/20 09/10/20 08/27/20 09/03/20		08/27/20		08/27/20 08/27/20 08/27/20 08/27/20 08/27/20			08/27/20
Invoice	081820 081820 081820 MENT REP 20164981 FOR 183124	D LIFE SUPPORT (ALS) YEES SEP SEPTEMBER 2020	NDS T T	MEDICAL INSURANCE	EMERGENCY MEDICAL SERVICES (E	1TDW-3TD3-9M7X 1TDW-3TD3-9M7X		PATROL FUND		20-37236 2008-00320 9860680356 2433 40466/40589		EES SEP SEPTEMBER 2020	E & BONDS	E FOR SEPT 202090 EMPLOYEES 202200036456 E SEPTEMBE RIS0003011582 COYEES SEP SEPTEMBER 2020 NRE PART D 202090	MEDICAL INSURANCE	SOLID WASTE/RECYCLING FUND	9860680356
Invoice Desc.	EMS ADVISORY MILEAGE EMS ADVISORY MILEAGE INTERNET FALLURE AND EQUIPMENT INSTALLMENT PAYMENT - MONITOR	Total For Dept 655 ADVANCED LIIDENTAL INSURANCE FOR EMPLOYEES	Total For Dept 851 INSURANCE & BON EMPLOYEE VISION INSURANCE FOR SEPT BCN HEALTH INSURANCE FOR EMPLOYEES EMPLOYEE DENTAL INSURANCE SEPTEMBE DENTAL I	Total For Dept 852 MEDICAL	Total For Fund 214 EMERGEN	MARINE SUPPLIES MARINE SUPPLIES	Total For Dept 000	Total For Fund 220 MARINE PATROL FUND		ELECTRONICS RECYCLING HHW COLLECTION CELL PHONES BUS WRAP TIRE COLLECTION	Total For Dept 000	DENTAL INSURANCE FOR EMPLOYEES	Total For Dept 851 INSURANCE	EMPLOYEE VISION INSURANCE FOR SEPT BCN HEALTH INSURANCE FOR EMPLOYEES EMPLOYEE DENTAL INSURANCE SEPTEMBE DENTAL INSURANCE FOR EMPLOYEES SEPCOBRA/FLEX/HRA AND MEDICARE PART D	Total For Dept 852 MEDICAL	Total For Fund 228 SOLID WA	CELL PHONES
Vendor	MARKEY, TIM MEAD, MICHAEL I.T. RIGHT STRYKER FLEX FINANCIA	DEARBORN LIFE INSURAN	44 NORTH BLUE CARE NETWORK DELTA DENTAL PLAN OF DEARBORN LIFE INSURAN			AMAZON CAPITAL SERVIC AMAZON CAPITAL SERVIC				BAY AREA RECYCLING FO DRUG & LABRATORY DISP VERIZON WIRELESS BENZIE TRANSPORTATION CM RUBBER TECHNOLOGIE		DEARBORN LIFE INSURAN		44 NORTH BLUE CARE NETWORK DELTA DENTAL PLAN OF DEARBORN LIFE INSURAN 44 NORTH			VERIZON WIRELESS
Inv. Line Desc	SDICAL SERVICES (EMS) FUND FE SUPPORT (ALS) TRAVEL TRAVEL COMPUTER SUPPORT EQUIPMENT	BONDS LIFE INSURANCE	INSURANCE MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN SHORT/LONG TERM DISABILI CONTRACTED SPRITGES		OL FUND	UNI FORMS EQUI PMENT			SOLID WASTE/RECYCLING FUND	HAZARDOUS WASTE HAZARDOUS WASTE TELEPHONE PUBLIC RELATIONS-PRINTG/ PROJECT EXPENSES - GRANT	SUNDR	LIFE INSURANCE		INSURANCE MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN SHORT/LONG TERM DISABILI CONTRACTED SRVS - CADILL		CONTROL FUND	ROUNDS CELLULAR PHONES
GL Number	Fund 214 EMERGENCY MEDICAL SERV Dept 655 ADVANCED LIFE SUPPORT 214-655-860.00 TRAVEL 214-655-963.00 COMPUTER 214-655-970.00 EQUIPMEN	Dept 851 INSURANCE & 214-851-725.06	Dept 852 MEDICAL INSU 214-852-717.00 214-852-717.00 214-852-717.00 214-852-718.00		Fund 220 MARINE PATROL FUND				Fund 228 SOLID WASTE/ Dept 000	228-000-821.50 228-000-821.50 228-000-850.00 228-000-900.00 228-000-967.00	ANCH	5		Dept 852 MEDICAL INSU 228-852-717.00 228-852-717.00 228-852-718.00 228-852-800.00		Fund 247 ANIMAL CONTROL FUN	Dept 265 BUILDING & G 247-265-853.00

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Fund 247 ANIMAL CONTROL FUN Dept 265 BUILDING & GROUNDS	OL FUND						
ANCE &	BONDS		Total For Dept 265 BUILDING & GROUNDS	NDS	1	97.36	
247-851-725.06	LIFE INSURANCE	DEARBORN LIFE INSURAN	DENTAL INSURANCE FOR EMPLOYEES SEP	SEPTEMBER 2020	08/27/20	9.50	77615
Thent 850 MEDICAL INSTIBANCE	TOWE		Total For Dept 851 INSURANCE & BONDS	SQ	l	9.50	
247-852-717.00 247-852-717.00	MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN	44 NORTH BLUE CARE NETWORK	EMPLOYEE VISION INSURANCE FOR SEPT		08/27/20	35.87	77594
247-852-717.00 247-852-718.00 247-852-800.00		DELTA DENTAL PLAN OF DEARBORN LIFE INSURAN 44 NORTH	BOWN REALLY INCORANCE FOR EMPLOYEES EMPLOYEE DENTAL INSURANCE SEPTEMBE DENTAL INSURANCE FOR EMPLOYEES SEP CORRA FIRM AND MEDICADE DADW	202200036456 RISO003011582 SEPTEMBER 2020	08/27/20 08/27/20 08/27/20	1,596.18 157.48 54.11	77604
			Total For Dept 852 MEDICAL INSURANCE	ļ.	08/17/80	36.80	7.594
			•	}	I	1,000.44	
Fund 260 CPL CLERK TE Dept 000	CPL CLERK TECHNOLOGY FUND		Total For Fund 247 ANIMAL CONTROL FUND	FUND		1,987.30	
260-000-727.00	OFFICE SUPPLIES	IDENTISYS	CPL CARDS	495324	09/03/20	125.62	77691
			Total For Dept 000			125.62	
Č			Total For Fund 260 CPL CLERK TECHNOLOGY	OLOGY FUND	l	125.62	
Fund 261 911 EMERGENCY SERVICE Dept 325 DISPATCH/COMMUNICATION	X SERVICE FUND MUNICATION						
261-325-830.00 261-325-830.00 261-325-855.00	911 MAINTENANCE CONTRACT 911 MAINTENANCE CONTRACT RADIO MAINTENANCE/EQUIPM	ID NETWORKS, INC. WESTTEL INTERNATIONAL GRAND TRAVERSE MOBILE	ANNUAL MAINTENANCE FEE FOR MOBILE WESTTEL 911 MONTHLY SERVICE/MAINTE PAGER BELT CLIPS - REPLACE BROKEN	276559 1553 54364	08/27/20 09/03/20 08/27/20	2,781.00 938.00 39.73	77629 77742 77626
o downarrowt 130			Total For Dept 325 DISPATCH/COMMUNICATION	ICATION	•	3,758.73	
261-851-725.06	BONDS LIFE INSURANCE	DEARBORN LIFE INSURAN	DENTAL INSURANCE FOR EMPLOYEES SEP	SEPTEMBER 2020	08/27/20	45.13	77615
			Total For Dept 851 INSURANCE & BONDS	SC	1	45.13	
AL	INSURANCE MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN MEDICAL/DENTAL/VISION IN SHORT/LONG TERM DISABILI	44 NORTH BLUE CARE NETWORK DELTA DENTAL PLAN OF DEARBORN LIFE INSURAN	EMPLOYEE VISION INSURANCE FOR SEPT BCN HEALTH INSURANCE FOR EMPLOYEES EMPLOYEE DENTAL INSURANCE SEPTEMBE DENTAL INSURANCE FOR EMPLOYEES SEP	2020090 202200036456 RIS0003011582 SEPTEWMER 2020	08/27/20 08/27/20 08/27/20	110.84 5,027.95 375.07	77594
261-852-800.00	CONTRACTED SERVICES - CA	44 NORTH	TLEX/HRA AND MEDICARE PAF	202090	08/27/20	151.50	77594
			Total For Dept 852 MEDICAL INSURANCE	SE SE		5,983.55	
Fund 276 COMMISSION ON AGING MILLAGE FUND	N AGING MILLAGE FUND		Total For Fund 261 911 EMERGENCY SI	SERVICE FUND	I	9,787.41	
Dept 000 276-000-800.00	CONTRACTED SERVICES	BENZIE SENIOR RESOURC	MNTHLY PYMT FOR CONTRACTED SERVICE	090120	09/03/20	92,325.00	77674
			Total For Dept 000		1	92,325.00	
	OND		Total For Fund 276 COMMISSION ON AGING MILLAGE	SING MILLAGE F	1	92,325.00	
Dept 000 292-000-704.02	SALARY - CASEWORKER	MANISTEE COUNTY - ADM	SHARED EXPENSES JULY 2020	073120	08/27/20	4,582.92	77636

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Fund 292 CHILD CARE Dept 000 292-000-725.00 292-000-725.06 292-000-850.00 292-000-862.01	FUND FRINGE BENEFITS - JUVENI FRINGE BENEFITS - CASEWO TELEPHONE INCENTIVES	MANISTEE COUNTY - ADM MANISTEE COUNTY - ADM ROBINSON, KELLIE ROBINSON, KELLIE	SHARED EXPENSES JULY 2020 SHARED EXPENSES JULY 2020 REIM FOR PHONE AND INCENTIVE REIM FOR PHONE AND INCENTIVE	073120 073120 AUGUST AUGUST	1111	1	77636 77636 77720
			Total For Dept 000			7,468.34	
Fund 293 VETERAN'S RELIEF FUND	RELIEF FUND		Total For Fund 292 CHILD CARE FUND	Q)	2 .	7,468.34	
293-000-727.00 293-000-839.10 293-000-839.10 293-000-839.20	OFFICE SUPPLIES VETERANS FINANCIAL AID VETERANS FINANCIAL AID PEACETIME VETERANS ASSIS	VISA=MICHELLE THOMPSO CHERRYLAND ELECTRIC CLARK AUTOMOTIVE INC VISA=MICHELLE THOMPSO	BUSINESS CARDS FOR THE VETERANS ACCT# 3451607 VA BENEFIT CAR MAINTENANCE - VA BENEFIT VETERAN BENEFIT ELECTRIC BILL PAYM	07312020 08172020 1074 M VA08122020	08/27/20 08/27/20 08/27/20 08/27/20	30.99 141.04 404.39 1,529.91	77656 77608 77610 77656
			Total For Dept 000		I.	2,106.33	
401	CAPITAL IMPROVEMENT FUND		Total For Fund 293 VETERAN'S RELIEF	EF FUND		2,106.33	
401-000-967.00	PROJECT EXPENSES	GRAND TRAVERSE MOBILE	RADIO/CAMERA/MODEM/LAPTOP 2020 DOD	D 53526	08/27/20	9,186.09	77626
			Total For Dept 000		y.	9,186.09	
Fund 412 MCF RENOVATIONS FUND	TIONS FUND		Total For Fund 401 CAPITAL IMPROVEMENT FUND	EMENT FUND	ı	9,186.09	
412-000-967.00	PROJECT EXPENSES	FEYEN-ZYLSTRA	FINAL BILLING FOR MAPLES	40129	08/27/20	1,680.00	77622
			Total For Dept 000		1	1,680.00	
Fund 425 EQUIPMENT F Dept 351 JAIL - CORF	EQUIPMENT REPLACEMENT FUND JAIL - CORRECTIONS		Total For Fund 412 MCF RENOVATIONS FUND	IS FUND	,	1,680.00	
51-957.00	MISCELLANEOUS - INMATE T	ADVANCED SATELLITE CO	CAMERAS	6267	09/18/20	684.00	17667
			Total For Dept 351 JAIL - CORRECTIONS	IONS	.1	684.00	
Fund 532 TAX FORECLOSURE	SURE FUND		Total For Fund 425 EQUIPMENT REPLACEMENT	ACEMENT FUND	J	684.00	
Dept 253 COUNTY TREE 532-253-800.05	ASURER OTHER CONTRACTED SERVICE	TITLE CHECK LLC	118 PROPERTY INSPECTION VISITS	200825-1	08/27/20	4,130.00	77654
			Total For Dept 253 COUNTY TREASURER	ER	ı	4,130.00	
Fund 569 BUILDING AUTHORITY	JTHORITY		Total For Fund 532 TAX FORECLOSURE	E FUND	•	4,130.00	
	PER DIEM PER DIEM TRAVEL TRAVEL	CLARK, JAMES JOHNSON, JEFF CLARK, JAMES JOHNSON, JEFF	PER DIEM BUILDING AUTHORITY PER DIEM BUILDING AUTHORITY MILEAGE FOR 8/20/20 MILEAGE FOR 8/20/20	08202020 08202020 08202020 M 08202020 M	08/27/20 08/27/20 08/27/20 08/27/20	35.00 35.00 14.38 4.88	77611 77631 77611
			Total For Dept 000			89.26	

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Fund 569 BUILDING AUTHORITY	ORITY		0				
701	Y FUND		niin a Toa	1.1		89.26	
Dept 136 DISTRICT COURT 701-136-214.01	T DUE TO SHERIFF'S DEPT -	BRN71E COMMENCERE				- 1000000	
701-136-228.20	STA	OF MICHI		DCST08/2020	09/03/20	876.90	77673
701-136-228.30		STATE OF MICHIGAN	FEE	DCST08/2020	09/03/20	30.00	97111
701-136-228.37	STATE - CRIME	OF	2020 FEE	DCST08/2020	09/03/20	1,982.33	77726
701-136-228.42	DUE STATE - STATE COURT	OF.	2020 FEE	DCST08/2020	09/03/20	180.00	77726
701-136-228.56	STATE -	STATE OF MICHIGAN	AUGUST 2020 FEE TRANSMITTAL AUGUST 2020 FEE TRANSMITTAL	DCST08/2020	09/03/20	80.00	77726
701-136-228.57	DUE STATE - STATE JURY	OF	2020 FEE	DCST08/2020	03/03/20	485.00	97111
701-136-228.58	STATE -	OF	2020 FEE	DCST08/2020	09/03/20	1,925.00	77726
701-136-228.59	STATE - JUSTIC	E G	2020	DCST08/2020	09/03/20	6,095.00	77726
701-136-230.00	DUE UTHER UNITS - ORDINA		AUGUST 2020 ORDINANCE FINES	DP435	09/03/20	40.00	77681
701-136-265.00	BONDS	19TH CIRCITT COURT -	BOND TRANSFERRED: JOSEPH TAFOYA	20-212-FD	08/27/20	200.00	77591
701-136-265.00	BONDS			20-226-FD DP417	08/21/20	250.00	77592
701-136-265.00				19-285-FY	08/27/20	400.00	2027/
701-136-265.00	BONDS	DISTRICT	STS	DP430	09/03/20	1.224.00	77665
701 136-265.00	BONDS	85TH DISTRICT COURT		DP436	09/03/20	1,392.98	77666
701-136-263.00	CASH BONDS PAYABLE		BOND RETURNED: MCKINLEY	20-160-SD	09/03/20	276.00	77705
701-136-271.00	RESTITUTIONS PAYABLE	CIEN INVESTIBLE INS	PYMT FROM MIEKA ROW	18-226-ST	08/27/20	25.00	77599
701-136-271.00		JOHNSON, JAMES	RESTITUTION PIMI FROM SAMUAL W CIK	18-063-SD	08/27/20	100.00	77624
701-136-271.00		SHOP AND SAVE	PYMT FROM TAMES M N	18-464-SM	08/21/20	100.00	77630
701-136-271.00	RESTITUTIONS PAYABLE		PYMTS	17-139-SM	08/27/20	20.0%	77663
701-136-271.00			RESTITUTION PYMT FROM DAVID ALBRIG	13-051-SM	09/03/20	150.00	77690
701-136-271.00	RESTITUTIONS PAYABLE	RYKSE, BRAD	PYMT FROM LARRY L BRO	19-203-FY	09/03/20	25.00	77721
701-136-271.00		STATE FARM INSURANCE	RESTITUTION PYMT FROM WM FORTINE #	11-089-FD	09/03/20	20.00	77724
			THE THORS	131/07_07	03/03/20	20.00	17111
aum ao dwarda 141 thed	Editor		Total For Dept 136 DISTRICT COURT			16,590.20	
3		MANISTEE COUNTY TREAS MANISTEE COUNTY TREAS	FEE COLLECTIONS AUGUST FEE COLLECTIONS AUGUST	083120 083120	09/03/20 09/03/20	910.25	77703
			Total For Dept 141 FRIEND OF THE CO	COURT	1	1,038.69	
Dept 148 FRUBATE COURT 701-148-228.06	DUE STATE - SHARED FEES	STATE OF MICHIGAN	AUGUST 2020 FEE TRANSMITTAL	PCST08/20	06/03/50	1 277 31	77775
701-148-228.42	STATE - G	OF	2020 FEE	PCST08/20	09/03/20	140.00	77725
701-148-228.58	DUE STATE - EFILING FEE DUE STATE - CIVIL FILING	STATE OF MICHIGAN STATE OF MICHIGAN	AUGUST 2020 FEE TRANSMITTAL AUGUST 2020 FEE TRANSMITTAL	PCST08/20 PCST08/20	09/03/20 09/03/20	75.00	77725
			Total For Dept 148 PROBATE COURT		1	1,942.31	
Dept 215 COUNTY CLERK							
/01-215-2/1.00 701-215-271.00	RESTITUTIONS PAYABLE RESTITUTIONS PAYABLE	CORI AND JESSE SMOKER JAMES AND CAROLINE HE	RESTITUTION FROM TIMOTHY MAEDER RESTITUTION FROM LUCAS BRIGHT	19-2639-FH 11-2233-FH	09/03/20 09/03/20	250.00	77683
MOISWERVE HEM 196 + HOU			Total For Dept 215 COUNTY CLERK		l	260.00	
701-261-235.00	DUE TO MSU	4-H LEADERS ASSOCIATI	SOLD 10 PLAT BOOKS	081820	08/27/20	350.00	77593
			Total For Dept 261 MSU EXTENSION			350.00	

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 08/27/2020 - 09/03/2020
JOURNALIZED
PAID

Due Date

Invoice

Amount Check

20,181.20

11/12

Page:

Vendor Inv. Line Desc Fund 701 GENERAL AGENCY FUND

GL Number

Invoice Desc.

Total For Fund 701 GENERAL AGENCY FUND

12:21 PM	
09/03/2020	000
/03	**
0	-

Page: 12/12

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 08/27/2020 - 09/03/2020
JOURNALIZED
PAID

User: SBOYD DB: Benzie County

Venc	
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ber	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
		Fund Totals:				
			Fund 101 GENERAL FUND			117.053.67
			Fund 205 TNT OFFICER MILLAGE FUND			1,515.43
			Fund 206 SHERIFF'S K-9 FUND			45.57
			Fund 208 SHERIFF'S DIVE TEAM FUND			460.00
			Fund 209 SCHOOL RESOURCE OFFICER			560.13
			Fund 213 JAIL OPERATIONS FUND			10,132,03
			Fund 214 EMERGENCY MEDICAL SERVICES			33,320.91
			Fund 220 MARINE PATROL FUND			552.74
			Fund 228 SOLID WASTE/RECYCLING FUND			23,648.77
			Fund 247 ANIMAL CONTROL FUND			1,987.30
			Fund 260 CPL CLERK TECHNOLOGY FUND			125.62
			Fund 261 911 EMERGENCY SERVICE FUND			9.787.41
			Fund 276 COMMISSION ON AGING MILLAGE	訊		92,325,00
			Fund 292 CHILD CARE FUND			7,468,34
			Fund 293 VETERAN'S RELIEF FUND			2,106.33
			Fund 401 CAPITAL IMPROVEMENT FUND			9,186.09
			Fund 412 MCF RENOVATIONS FUND			1,680.00
			Fund 425 EQUIPMENT REPLACEMENT FUND	0		684.00
			Fund 532 TAX FORECLOSURE FUND			4,130.00
			Fund 569 BUILDING AUTHORITY			89.26
			Fund 701 GENERAL AGENCY FUND			20,181.20
				1		
			Total For All Funds:			337,039.80

Committee Of The Whole

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

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

The meeting was called to order by BOC Chair Bob Roelofs at 1:30 p.m.

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

The Pledge of Allegiance was recited.

Agenda:

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

Minutes:

Motion by Jeannot, seconded by Nye, to approve the Committee of the Whole minutes of August 11, 2020 as presented. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

1:32 p.m. Public Input – None

IT Right – Contract Renewal: Randy Allen and Caleb Eiffert appeared on behalf of I.T. Right. Discussions were held regarding the proposed increase in costs with a new contract; technology upgrades that IT Right has made that benefits Benzie County.

Motion by Jeannot, seconded by Taylor, to recommend to the Board of Commissioners to enter into a contract with I.T. Right including the changes discussed: 1) establish maximum increase for years 4 and 5; 2) possible discount to pay in full annually; and 3) document that the contract is based on today's numbers and not years 4 and 5. Roll call. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

Rebecca Hubers – Promotion of Michael Draeger to Deputy Director: Mr. Draeger will go from union to non-union; will receive a payout of unused holiday hours.

Motion by Jeannot, seconded by Roelofs, to recommend to the Board of Commissioners to approve the promotion of Michael Draeger to the 911 Deputy Director position at a wage of \$22.71 per hours and payout of unused holiday time, as requested. Roll call. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

Dan Smith – Capital Improvement Requests – FY 20/21: Lt. Smith appears and discussed the list of capital improvement items for the FY 20-21; he will prioritize them and bring back for additional input to the Capital Expenditure budget.

Capital Improvements FY 20/21: To be discussed at the next meeting.

Committee of the Whole Page 2 of 3 August 25, 2020

Budget Discussions: Mitch indicated that our refund from MMRMA this year should be approximately \$63,000; we could have ½ put into the retention fund with MMRMA and ½ in a check to use with the budget, therefore only using \$138,000 from fund balance to balance the 20-21 budget.

2:37 p.m. Public Input - None

Motion by Sauer, seconded by Warsecke, to adjourn at 2:37 p.m. Ayes: Farrell (phone), Jeannot, Nye, Roelofs, Sauer, Taylor and Warsecke (phone) Nays: None Motion carried.

Bob Roelofs, Chair (BOC)

Dawn Olney, Benzie County Clerk



Committee of the Whole Page 3 of 3 August 25, 2020

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

- 1. To enter into a contract with I.T. Right including the changes discussed: 1) establish maximum increase for years 4 and 5; 2) possible discount to pay in full annually; and 3) document that the contract is based on today's numbers and not years 4 and 5.
- 2. To approve the promotion of Michael Draeger to the 911 Deputy Director position at a wage of \$22.71 per hours and payout of unused holiday time, as requested.



Committee Appointments

BENZIE COUNTY COMMITTEE APPOINTMENTS

Benzie County is seeking individuals who are interested in serving on the following committees.

❖ Benzie-Leelanau District Health Dept Board of Appeals − 2 positions

Applications can be printed from our web site www.benzieco.net
Look under Residents/Visitors, Forms, County Clerk, Applications to Boards or Committees; or interested persons should send a letter of interest to: Personnel Committee, c/o Benzie County Clerk, 448 Court Place, Beulah, MI 49617.

Benzie County is an Equal Opportunity Employer. Dawn Olney Benzie County Clerk

Please Publish August 26, 2020 and bill account #43100200.

Thank you,

Dawn Olney Benzie County Clerk

8/20/20

Ant 10, 10 pm

Correspondence

BOARD OF COMMISSIONERS
Tony Ansorge, District #1
Debra L. Rushton, District #2
William J. Bunek, District #3
Ty Wessell, District #4
Patricia Soutas-Little, District #5
Carolyn Rentenbach, District #6
Melinda C. Lautner, District #7



Chet Janik, County Administrator

Leelanau County Government Center 8527 E. Government Center Drive, Suite #101 Suttons Bay, Michigan 49682 (231) 256-9711 * (866) 256-9711 toll free (231) 256-0120 fax www.leelanau.gov * cjanik@leelanau.gov



Leelanau County Resolution #2020-014 Resolution to Condemn Racism in Leelanau County

WHEREAS, the Leelanau County Board of Commissioners has promoted and continues to promote diversity, inclusion, equality, and equity in all aspects of county government; and

WHEREAS, racism, defined as "a belief that certain races are by birth and nature superior to others (Merriam Webster)", can present itself in many forms, conscious and unconscious, but often manifests through attitudes, beliefs, and actions; and

WHEREAS, racism unfairly disadvantages specific individuals and communities; and

WHEREAS, communities that experience racism are more likely to experience poor health, socio-economic, educational, and other challenges; and

WHEREAS, the Leelanau County Board of Commissioners stands with the residents of Leelanau County in their condemnation of any form of racism and discrimination.

NOW, THEREFORE, BE IT RESOLVED, that the Leelanau County Board of Commissioners is committing its full attention to advocating for equality, equity, and improving the quality of life and health of all of our residents.

BE IT FURTHER RESOLVED, that the Leelanau County Board of Commissioners will assess internal policies and procedures to ensure equality and racial equity is a core element in all organizational practices.

BE IT FURTHER RESOLVED, that the Leelanau County Board of Commissioners will promote, support, and participate in the necessary professional development programming to support the purposes of this resolution for all employees, Commissioners and elected officials.

BE IT FURTHER RESOLVED, that the Leelanau County Board of Commissioners requests that the County Clerk forward copies of this resolution to Governor Gretchen Whitmer, Senator Gary Peters, Senator Debbie Stabenow, Representative Jack Bergman, Senator Curt VanderWall, Representative Jack O'Malley, the Michigan Association of Counties, the other 82 Counties, and local units of government within Leelanau County.

William I Bunek Chairman District #3

Tony Ansorge District #1 Commissioner

Ty Wessell District #4 Commissioner

Carolyn Rentenbach, District #6 Commissioner

State of Michigan County of Leelanau Melinda C. Lautner, Vice-Chairman, District #7

Delia of Kreston

Debra Rushton, District #2 Commissione

Patricia Soutas-Little, District #5 Commissioner

Chet Janik, Administrator

I, Michelle Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office of the whole thereof. In testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 18th day of August, 2020.

RECEIVED

AUG 2 4 2020

Michelle L. Crocker, Leelanau County Clerk Clerk to the County Board of Commissioners

DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

(7)

ALCONA COUNTY RESOLUTION #2020-13

RESOLUTION IN OPPOSITION TO CONTINUING COVID EMERGENCY EXECUTIVE ORDERS FROM LANSING

Whereas, United States Constitution Article. VII. – Ratification - The Ratification of the Conventions of nine States, shall be sufficient for the Establishment of this Constitution between the States so ratifying the Same. Done in Convention by the Unanimous Consent of the States present the Seventeenth Day of September in the Year of our Lord one thousand seven hundred and eighty-seven and of the Independence of the United States of America the Twelfth. In Witness whereof, we have hereunto subscribed our names; and

Whereas, the unanimous Declaration of the thirteen United States of America: We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are life, liberty, and the pursuit of happiness. That, to secure these rights, governments are instituted among men, deriving their just powers from the consent of the governed; and

Whereas, the Declaration of Independence does not guarantee the protection to stay safe or healthy, that is an individual responsibility.; and

Whereas, the opening regional map drawn make absolutely no sense. The county north of us has higher urban areas, more cases and is on the least restrictive path to opening where we are lumped in with counties with mass populations (nothing in common geographically); and

Whereas, from Iosco county to Manistee north to the tip there are as of July 31,2020 1114 cases and the Upper Peninsula 454 cases for a total combined 1568. Wayne 12,829, Washtenaw 2,071, Saginaw 1727, Oakland 11,357Macomb 9,107, Kent 6,426 Genesee 2,775 and Detroit 12,695 have far greater totals; and

Whereas, as a county, prior to your 147 order mask were not always worn and social distancing was not always observed and the current total amount of cases is at 23. When making the statement "Mask's Save Lives" there was no control group to make the case. I believe we serve as said control group and disprove that statement; and

Whereas, the original concept was to lessen the impact on the hospital system and has been change to keep people from getting the disease. That is an unrealistic and unachievable goal. The orders have gone beyond the original intent; and

Whereas, there has been other unequal treatments of other counties and provision for all the restrictive actions. Secretary of State kiosks for registration and license tab do not exist in this area from a line north of Iosco to Manistee to the Upper Peninsula except for Traverse City and Gaylord, however many locations south of Bay City; and

Whereas, the unanimous Declaration of the thirteen United States of America: (continued)--That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to affect their Safety and Happiness. Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes; and accordingly all experience hath shewn, that mankind are more disposed to suffer,

AUG 2 4 2020

DAWN OLNEY BENZIE GOUNTY CLERK BEULAH, MI 49617 while evils are sufferable, than to right themselves by abolishing the forms to which they are accustomed. But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security; and

Whereas, we are not advocating to over-throw or abolishment, but if these practices continue, civil disobedience and ignoring the over-reaching and oppressive Executive Orders that have been afflicted on our citizens, akin to the "Boston Tea Party", which was respectful to the cargo vessels but not to the cargo itself. Thoreau declared that if the government required people to participate in injustice by obeying "unjust laws," then people should "break the laws" even if they ended up in prison. "Under a government which imprisons any unjustly," he asserted, "the true place for a just man is also a prison."; and

Whereas, basically using a one size fits all solution when a majority of the hot zones fall below the line from Iosco to Manistee counties has been devastating the north regions economically and damaging "our happiness" (per the original meaning of the phrase).; and

Therefore, Be It Resolved, that we, the Alcona County Commissioners are respectfully requesting you cease issuing any more executive orders concerning matter. That you allow us as a governing to board use our judgement and health resource officer, rather than your lack of knowledge of our local area; and

Therefore, Be It Resolved, that we, the Alcona County Commissioners will respectfully also request you work with the elected legislative body on this matter, since they were elected to represent us in all matters and not be dictated by one branch which is supposed to be checked by the legislator.; and

Therefore, Be It Further Resolved, that a copy of this Resolution be sent to Governor Gretchen Whitmer, Senator Jim Stamas, House Representative Susan M. Allor, and the other 82 Counties in the State of Michigan.

This resolution was adopted by the Alcona County Board of Commissioners at a regular meeting held at the Alcona County Courthouse, Harrisville, Michigan by an affirmative vote of no less than 3 (three) of the members of the County Board of Commissioners who are elected and serving on this 19th day of August, 2020.

This resolution was offered by Commissioner Gary Wnuk and supported by Commissioner Dan Gauthier.

A roll call vote was taken and this Resolution was passed by a vote of 5-0.

Those Commissioners voting in favor: Carolyn Brummund, Craig Johnston, Gary Wnuk, Adam Brege and Dan Gauthier.

Those Commissioners voting against: None.	Those Commissioners abstaining. None.
This Resolution was declared adopted.	
	Craig Johnston, Board Chairman

RESOLUTION OPPOSING EXECUTIVE DIRECTIVE 2020-9, PROTESTER VIOLENCE, THE FALSE NARRITIVE OF AMERICAN BEING SYSTEMIC RACIST AND FALSE HISTORY AND SUPPORT FOR LOCAL LAW ENFORCEMENT UNJUSTLY PORTRAYED

Whereas, United States Constitution Article 4 Section 4. The United States shall guarantee to every state in this union a republican form of government, and shall protect each of them against invasion; and on application of the legislature, or of the executive (when the legislature cannot be convened) against domestic violence.; and

Whereas, United States Constitution Amendment I Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.; and

Whereas, The right of the people peaceably to assemble does not include the destruction of private property, theft of private property and the assaulting of people who are defending their private property.; and

Whereas, "But there is something that I must say to my people who stand on the warm threshold which leads into the palace of justice. In the process of gaining our rightful place we must not be guilty of wrongful deeds. Let us not seek to satisfy our thirst for freedom by drinking from the cup of bitterness and hatred. We must forever conduct our struggle on the high plane of dignity and discipline. We must not allow our creative protest to degenerate into physical violence. Again and again we must rise to the majestic heights of meeting physical force with soul force. The marvelous new militancy which has engulfed the Negro community must not lead us to a distrust of all white people, for many of our white brothers, as evidenced by their presence here today, have come to realize that their destiny is tied up with our destiny. And they have come to realize that their freedom is inextricably bound to our freedom. We cannot walk alone." I Have a Dream", speech by The Reverend Doctor Martin Luther King August 28, 1963.; and

Whereas, Anarchy is anarchy is anarchy. Neither race nor color nor frustration is an excuse for either lawlessness or anarchy." — Thurgood Marshall Associate Justice of the United States Supreme Court from October 1967 until October 1991.; and

Whereas, There has been historical facts left out of public education as to promote a false narrative about our country being a racist nation founded by Deists and were rich white slave owners and that Black American Issues only started being addressed in the 1960's.; and

Whereas, When queried, on our Deist founding fathers most citizens can only point to Benjamin Franklin and Thomas Jefferson and when further queried about slave owners most citizens can only identify Thomas Jefferson from a copy of the painting of the signing of the Declaration of Independence, they are not familiar with the remaining 54 as to include or exclude them from the answer.; and

Whereas, Declaring Independence: Drafting the Documents Jefferson's "original Rough draught" of the Declaration of Independence 'he has waged cruel war against human nature itself, violating its most sacred rights of life & liberty in the persons of a distant people who never offended him, captivating & carrying them into slavery in another hemisphere, or to incur miserable death in their transportation thither. this piratical warfare, the opprobrium of infidel powers, is the warfare of the CHRISTIAN king of Great Britain. determined to keep open a market where MEN should be bought & sold, he has prostituted his negative for suppressing every legislative attempt to prohibit or to restrain this execrable commerce: and that this assemblage of horrors might want no fact of distinguished die, he is now exciting those very people to rise in arms among us, and to purchase that liberty of which he has deprived them, & murdering the people upon whom he also obtruded them; thus paying off former crimes committed against the liberties of one people, with crimes which he urges them to commit against the lives of another.". This is Professor Julian Boyd's reconstruction of Thomas Jefferson's "original Rough draught" of the Declaration of Independence before it was revised by the other members of the Committee of Five and by Congress. From: The Papers of Thomas Jefferson. Vol. 1, 1760-1776. Ed. Julian P. Boyd. Princeton: Princeton University Press, 1950, pp 243-247); and

Whereas, Thomas Jefferson's Declaration was modified since it was a Unanimous Declaration the states of Georgia and South Carolina would not sign it with that charge in its list of complaints since they were not in support of the abolishment of slavery.; and

Whereas, REVEREND HENRY HIGHLAND GARNET, [SERMON] "LET THE MONSTER PERISH" February 12, 1865 within days of Congress's adoption of the 13th Amendment banning slavery [Delivered in the U.S. Capitol]. What is slavery? Too well do I know what it is. I will present to you a bird's eye view of it; and it shall be no fancy picture, but one that is sketched by painful experience. I was born among the cherished institutions of slavery. My earliest recollections of parents, friends, and the home of my childhood are clouded with its wrongs. The first sight that met my eyes was a Christian mother enslaved by professed Christians, but, thank God, now a saint in heaven. · · · Thomas Jefferson said at a period of his life, when his judgment was matured, and his experience was ripe, "There is preparing, I hope, under the auspices of heaven, a way for a total emancipation." ··· The other day, when the light of Liberty streamed through this marble pile, and the hearts of the noble band of patriotic statesmen leaped for joy, and this our national capital shook from foundation to dome with the shouts of a ransomed people, then methinks the spirits of Washington, Jefferson, the Jays, the Adamses, and Franklin, and Lafayette, and Giddings, and Lovejoy, and those of all the mighty, and glorious dead, remembered by history, because they were faithful to truth, justice, and liberty, were hovering over the august assembly. Though unseen by mortal eyes, doubtless they joined the angelic choir, and said, Amen. ··· Patrick Henry said, "We should transmit to posterity our abhorrence of slavery." So also thought the Thirty-eighth Congress. Lafayette proclaimed these words: "Slavery is a dark spot on the face of the nation." God be praised, that stain will soon be wiped out. Jonathan Edwards declared "that to hold a man in slavery is to be every day guilty of robbery, or of man stealing."

Whereas, When queried Most people are ignorant of "The First Colored Senator and Representatives, Currier & Ives lithography, 1872 Left to right: Senator Hiram Revels (MS), Representatives Benjamin Turner (AL), Robert DeLarge (SC), Josiah Walls (FL), Jefferson Long (GA), Joseph Rainey (SC), and Robert Elliott (SC)(which can easily be found in a google search).; and

Whereas, When queried Most people when asked if the U.S. Congress had a speaker of the house who was black have no knowledge of Joseph Hayne Rainey congressman South Carolina.; and

Whereas, When queried, most citizens do not even know of The Civil Rights Act of 1875 sometimes called the Enforcement Act or the Force Act, [which] was a United States federal law enacted during the Reconstruction era in response to civil rights violations against African Americans. The bill [which] was passed by the 43rd United States Congress and signed into law by President Ulysses S. Grant on March 1, 1875 written by Charles Sumner Senator and predecessor of Daniel Webster of Massachusetts.; and

Whereas, A repeated false narrative is that "the Constitution was a pro-slavery document", Reverend Fredrick Douglass initially endorsed the views of the radical abolitionist William Lloyd Garrison, who believed that the Constitution was a pro-slavery document, a "covenant with Hell." In 1851, Douglass announced a "change of opinion." Persuaded by such abolitionist writers as Lysander Spooner and William Goodell, he concluded that human bondage was inconsistent with the Constitution, properly interpreted. Slavery was "a system of lawless violence; that it never was lawful, and never can be made so." Frederick Douglass: Selected Speeches and Writings, ed., Philip S. Foner (Chicago: Chicago Review Press, 1999), Page 174.; and

Whereas, Michigan Constitution states: Article 8 – Education - Section 1 – Encouragement of Education - Religion, morality and knowledge being necessary to good government and the happiness of mankind, schools and the means of education shall forever be encouraged.; and

Whereas, In the U.S Supreme Court case Church of the Holy Trinity v. United States, 143 U.S. 457 (1892) MR. JUSTICE BREWER delivered the opinion of the Court. Page 143 U.S. 471 If we pass beyond these matters to a view of American life, as expressed by its laws, its business, its customs, and its society, we find everywhere a clear recognition of the same truth. Among other matters, note the following: the form of oath universally prevailing, concluding with an appeal to the Almighty; the custom of opening sessions of all deliberative bodies and most conventions with prayer; the prefatory words of all wills, "In the name of God, amen;" the laws respecting the observance of the Sabbath, with the general cessation of all secular business, and the closing of courts, legislatures, and other similar public assemblies on that day; the churches and church organizations which abound in every city, town, and hamlet; the multitude of charitable organizations existing everywhere under Christian auspices; the gigantic missionary associations, with general support, and aiming to establish Christian missions in every quarter of the globe. These, and many other matters which might be noticed, add a volume of unofficial declarations to the mass of organic utterances that this is a Christian nation. In the face of all these, shall it be

believed that a Congress of the United States intended to make it a misdemeanor for a church of this country to contract for the services of a Christian minister residing in another nation?; and

Whereas, Since we no longer deem religion and morality as being necessary we lose sight of man's heart Jeremiah 17:9 The heart is deceitful above all things, and desperately wicked; who can know it? We forgot these truths: That we came from one common ancestry Acts 17:26 And hath made of one blood all nations of men for to dwell on all the face of the earth, and hath determined the times before appointed, and the bounds of their habitations; That God does not discriminate and neither should we Romans 2:11 For there is no respect of persons with God. And finally forgiveness and moving forward (which does not mean letting wrong behavior go unpunished) Matthew 6:14-15 For if ye forgive men their trespasses, your heavenly Father will also forgive you: But if ye forgive not men their trespasses, neither will your Father forgive your trespasses.; and

Whereas, THE LIFE, EXPERIENCE, AND GOSPEL LABOURS OF THE Rt. Rev. RICHARD ALLEN (Allen, Richard, 1760-1831) To you who are favoured with freedom--let your conduct manifest your gratitude toward the compassionate masters who have set you free; and let no rancour or ill-will lodge in your breast for any bad treatment you may have received from any. If you do, you transgress against God, who will not hold you guiltless. He would not suffer it even in his beloved people Israel; and you think he will allow it unto us? Many of the white people have been instruments in the hands of God for our good; even such as have held us in captivity, are now pleading our cause with earnestness and zeal; and I am sorry to say, that too many think more of the evil than of the good they have received, and instead of taking the advice of their friends, turn from it with indifference. Much depends upon us for the help of our colour--more than many are aware. If we are lazy and idle, the enemies of freedom plead it as a cause why we ought not to be free, and say we are better in a state of servitude, and that giving us our liberty would be an injury to us, and by such conduct we strengthen the bands of oppression, and keep many in bondage who are more worthy than ourselves. I entreat you to consider the obligations we lie under to help forward the cause of freedom. We who know how bitter the cup is of which the slave hath to drink, O how ought we to feel for those who yet remain in bondage! will even our friends excuse--will God pardon us--for the part we act in making strong the hands of the enemies of our colour?; and

Whereas, From President Lincolns Second Inaugural Address "With malice toward none, with charity for all, with firmness in the right as God gives us to see the right, let us strive on to finish the work we are in, to bind up the nation's wounds, to care for him who shall have borne the battle and for his widow and his orphan, to do all which may achieve and cherish a just and lasting peace among ourselves and with all nations".; and

Whereas, Booker T. Washington- "There is another class of coloured people who make a business of keeping the troubles, the wrongs, and the hardships of the Negro race before the public. Having learned that they are able to make a living out of their troubles, they have grown into the settled habit of advertising their wrongs — partly because they want sympathy and partly because it pays. Some of these people do not want the Negro to lose his grievances, because they do not want to lose their jobs. There is a certain class of race-problem solvers who don't want the patient to get well."; and

Whereas, Painting all police officers as having the same attitude and lack of character as Derek Chauvin, the individual charged with a recent crime, is just as racist as saying "all the black protesters are there only to riot and loot". Both are stereotypes and equally wrong.; and

Whereas, That the real problem we face, are those who do not get involved in their local government, elect good Sheriff's, County Boards, and in general good local government and then complain when situations like this arise and have gone too far. This is not a federal issue where Washington D.C. needs to make more grievous legislation to fix a state and local issue.; and

Therefore, Be It Resolved, That we, the Alcona County Commissioners respectfully request that Governor Whitmer rescind her Executive Directive 2020-9 Addressing Racism as a Public Health Crisis.; and

Therefore, Be It Resolved, That we, the Alcona County Commissioners support our sheriff and his department for the courteous and respectful service they provide, and none of these allegations have been lodged against them.; and

Therefore, Be It Resolved, That we, the Alcona County Commissioners stand opposed to any misrepresentation of history and "A nation which does not remember what it was yesterday, does not know what it is today, nor what it is trying to do.

We are trying to do a futile thing if we do not know where we came from or what we have been about." - President Woodrow Wilson.; and

Therefore, Be It Resolved, That, The Alcona Board of Commissioners reject the notion that from its inception, this country has been systemically racist. For its' short time of existence, we as a nation have worked diligently to better ourselves and are not the racist nation that certain individuals have claimed we are.; and

Therefore, Be It Resolved, That we, the Alcona County Board of Commissioners encourage citizens to do their diligence in electing their public servants.; and

Therefore, Be It Further Resolved, that a copy of this Resolution be sent to Governor Gretchen Whitmer, Senator Jim Stamas, House Representative Susan M. Allor, and the other 82 Counties in the State of Michigan.

This resolution was adopted by the Alcona County Board of Commissioners at a regular meeting held at the Alcona County Courthouse, Harrisville, Michigan by an affirmative vote of no less than 3 (three) of the members of the County Board of Commissioners who are elected and serving on this 19th day of August, 2020.

This resolution was offered by Commissioner Gary Wnuk and supported by Commissioner Dan Gauthier.

A roll call vote was taken and this Resolution was passed by a vote of 5 - 0.

Those (Commissioners voting	ın tavor: Ad	dam Brege,	Dan Gaut	hier, Caro	lyn Brummunc	l, Gary	Wnuk and	Craig J	ohnston.
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Those Commissioners voting against: None.	Those Commissioners abstaining. None.
This Resolution was declared adopted.	
	Craig Johnston, Chairman
	Stephany Eller, Alcona County Clerk

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REPRESENTANT

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LEGAL LEVEL 586.7



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The regular meeting of the Board of County Road Commissioners of Benzie County was called to order by Chairman Rosa at the Road Commission offices in Honor, Michigan on Thursday August 27, 2020 at 9:32 a.m.

Present:

Chairman Bob Rosa

Vice-Chairman James Bowers

Member Ted Mick

Manager Matt Skeels

Deputy Clerk Patricia Cote

Finance Manager Joe Nedow

The agenda was accepted as presented.

The August 13, 2020 minutes were accepted as presented.

Motion by Commissioner Bowers and supported by Commissioner Rosa to pay bills #47414 to #47452 in the amount of \$456,844.73, Payroll #17 for \$56,912.51. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Cash Summary:

Commissioner Mick joined the meeting at 9:38 am.

Work Summary:

Mike Johnson – reported he has one mechanic out for 2 weeks or more for medical reasons. They are bringing the sanders in getting ready for winter. Our Prototype Truck is being built and it should be here in early December.

Scott Fasel – reported he is looking for One or more Mini-Excavators for the ROAD-eo that is scheduled to take place on September 10, 2020. He would like a diesel compactor for installing culverts. We have tried a few models, but he is not impressed with any of them so far. We're wrapping up Cinder Road and generating a lot of materials for our seasonals. We're making lists for next years' paving projects. The salt barn is half done being painted. Talked with Scott Brown about the clay issue. It was suggested that the next time we test we bring in our tester and their tester at the same time and test the same samples.

Matt Skeels – Re: the Pioneer Rd./King Rd. issue. DJ McQuestion cannot hire non-union workers. It has been suggested that they go ahead and pay the Elmers' workers union dues to avoid any violations.

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. He stated that the MTF funds should continue. He gave us a thank you for fixing up Longstreet and Joyfield.

Public Input: Sherry Taylor stated that the millage is going to be back on the ballot in the fall and that schools are opening.

Items Before the Board:

Lisa Taber request to purchase 5 years of service from MERS - Motion by Commissioner Bowers and supported by Commissioner Mick to approve the request with Joe Nedow or Matt Skeels able to sign the request. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.



DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617 Cooperative Agreement between the Conservation Resource Alliance (CRA) and Benzie County Road Commission Re: Skinner Road culvert project. Motion by Commissioner Bowers and supported by Commissioner Mick to approve and accept the proposal as presented. Ayes: Rosa, Bowers and Mick. Nays: None. Motion carried.

Correspondence/Information/Discussion:

Flu shots for employees – Dr. May is coming in on September 28th to perform physicals for CDL Medical Card Renewals for a number of employees who have been impacted by COVID-19. He also offered to give employee flu shots while he is here. He does not bill our insurance, so he would ask \$30.00 per shot. We are researching other options that can bill our insurance.

Public Input:

Gary Sauer suggested the Health Department might be an option for flu shots.

Board Round Table:

Tentative 9/14/20 start to the Weldon Road Carter Creek Crossing NRCS funded project. The arch is to be delivered on 9/21/20 and it should take 2-3 weeks, weather dependent. We are hoping to get to the Carter Creek crossings at CR-669 and on Brownell Road, but they requested to do the Weldon Road crossing first.

John Mills just finished installing the new interior doors in the building. Some still need polyurethane.

Discussion of options for improving Esch Road. We need to remove the muck at the base of the hill and cut 10 feet off the top of the hill. Cost of the project is estimated at more than \$1 million, we have less than \$400 thousand. It is a primary road so we could match funds. The National Park Service would like us to pave the whole parking area, but we have only budgeted for 12 parking spaces.

Meeting Adjourned at 10:52	a.m.		
Robert Rosa, Chairman		Patricia Cote, Deputy Clerk	



Betsie Valley Trailways Management Council Minutes of the Tuesday, July 7, 2020 Meeting

Held:

Tuesday, July 7, 2020, 4:30 p.m.

Commissioner's Room, Benzie Co. Government Center

Members Present:

David Oellerich (Chairman), John Rothhaar (Council Member and Trail

Care Coordinator), Dan Schoonmaker (Treasurer), Jen Kennedy (Secretary), John Wheeler, Gary Sauer, and Sean Duperron

Members Absent:

Gary Pallin (Vice-Chairman), Scott Slavin and Fran Griffin

Public/Guests:

Jed Maker, Friends of BVT

- A. The meeting was called to order at 4:35 p.m., with a quorum present.
- B. The Agenda for the 7/7/2020 meeting, on motion made and seconded, was unanimously approved,
- C. The meeting minutes for the 10/01/2019 BVTMC Board Meeting, on motion made and seconded, was unanimously approved.
- D. Public Input:

None

E. Presentations and Communications:

None

- F. Reports
 - 1. Treasurer's Report: Dan Schoonmaker reported
 - a. A motion was made, seconded and unanimously approved to accept the Treasurer's report.
 - b. DNR maintenance grant status update given; currently in process to be approved by the Commissioners.
 - 2. Chairman: David Oellerich reported
 - a. Resignation of chairman and FBVT representation replacement needed
 - b. All trail events have been cancelled for the year.
 - 3. Trail Care Coordinator, John Rothhaar reported:
 - a. High water in Elberta continues to be an issue. MDOT painted a cross walk at River Rd and M22.
 - b. On motion made and seconded, was unanimously approved to designate a temporary detour sign at River Rd and M22.
 - c. Volunteer activities have resumed on the trail with no more than 4 people at a time and a signed DNR waiver requirement for all volunteers .



DAWN OLNEY BENZIE COUNTY CLERK BEULAH, MI 49617

- d. Poison Ivy has been found along the trail. Estimates on treatment will be pursued but in the interim signage will be installed to alert trail users of the poison ivy.
- e. On motion made and seconded, was unanimously approved to proceed with Gillison work on the trail but not to exceed \$3,000.
- f. Long Term planning study update was given. The proposed extension into Elberta first draft will be done soon.
- g. Trail Coordinator replacement search is underway. Jed Maker, Scott Slavin and John are working together on this.

G. Old Business:

- a. DNR RP grant update was given. DNR still needs to execute contract before bidding can begin. The Friends group have committed to matching funds for the passport grant.
- b. Discussion was held regarding trail shoulder design of an 8' gravel width with shoulder taper.

H. New Business:

- 1. Discussion was held regarding the feasibility of conducting future management council meetings via zoom instead of in person meetings.
- There being no other business to come before the Council the meeting was adjourned at 6:06 pm



Betsie Valley Trailways Management Council Minutes of the Tuesday, August 4, 2020 Meeting

Held: Tuesday, August 4, 2020, 4:30 p.m.

Commissioner's Room, Benzie Co. Government Center

Members Present: John Rothhaar (Council Member and Trail Care Coordinator), Dan

> Schoonmaker (Treasurer), Jen Kennedy (Secretary) via teleconference, John Wheeler, Gary Sauer, Beth Roethler, Sean Duperron, and Scott

Slavin via teleconference.

Members Absent: Gary Pallin (Vice-Chairman) and Fran Griffin

Public/Guests: Jed Maker, Friends of BVT (via teleconference), Jim Gribble (via

> teleconference), David Oellerich, Jeff Pethke, Kyle Maurer of Benzie Animal Control, Ginger Wohlscheid, Mark Coe of Benzie Manistee

Snowbirds, and Chris Remy of Crystal Mountain.

- A. The meeting was called to order at 4:35 p.m., with a quorum present. Gary Sauer was nominated by Sean Duperron for the vacant chairman position. Gary Sauer accepted nomination. Beth Roethler from the Friends of BVT, was introduced by John Roothhaar, as a new management council member from the Friends group.
- B. The Agenda for the 8/4/2020 meeting, on motion made and seconded, was unanimously approved with the addition to New Business, Crystal Lake Outlet, per Sean Duperron's request.
- C. The meeting minutes for the 7/07/2020 BVTMC Board Meeting, on motion made and seconded, was unanimously approved.
- D. Public Input:
 - 1. Jeff Pethke, a homeowner on the South Shore near Mollineaux, addressed the commission regarding ongoing safety concerns pertaining to dogs leashed and unleashed on the trail. He addressed an additional concern that no dogs are allowed on this segment of the trail as a condition of the court settlement and that this is not being enforced.
 - 2. Ginger Wohlscheid, a homeowner on Crystal Ave, addressed the commission regarding ongoing concerns with dogs off and on leash on the trail and her experience with hostile dog owners who are not abiding to the dog rules.
 - 3. Kyle Mauer, Benzie County Animal Control Officer addressed the commission regarding the concern of dogs on the trail; per his discussions with the prosecutor animal control can enforce leash laws and will discuss further with the prosecutor. John Wheeler mentioned that DNR has ultimate control and oversite of the trail. Scott Slavin, DNR Trail



BEULAH, MI 49617

Specialist, mentioned looking at getting bigger signage and DNR will work with local law enforcement.

E. Other Presentations and Communications

 Mark Coe of the Benzie Manistee Snowbirds presented updates on the direct route from Thompsonville to Kaleva trail proposal. A Recreation Trust Fund grant application has been submitted with Springdale Township as a partner on the application. Mark mentioned the interest of possibly partnering up with us for maintenance. Chris Remy from Crystal Mountain Resort expressed interest in a possible partnership for maintenance with the proposed connector.

F. Reports

- 1. Treasurer's Report: Dan Schoonmaker reported
 - a. DNR grant must be spent by September 30. Scott Slavin mentioned that we received \$9,000 this year because we did not use all the grant money last year.
 - A motion was made, seconded and unanimously approved to accept the Treasurer's report.
- David Oellerich reported on the status of the Passport grant that is ready for DNR
 review and it can take 30 to 60 days for the review to be completed. Minor changes to
 the plan can still be made, if need be. Discussion was had regarding shoulder design.
 Decisions do not need to be made now and a change is not difficult for Johnson Hill to
 do.
- 3. Trail Care Coordinator, John Rothhaar reported:
 - a. The trail is getting a lot of use.
 - b. High water in Elberta continues to be an issue. Signs were stolen at River Rd. and plans to replace with tamper resistant hardware. Viewing platform boards are rotting and have been repaired. Erosion is occurring at the platform.
 - c. Discussion was held regarding new Condominium Development near East Shore Marina. Excavation was done in the DNR right of way without a permit. DNR trespass complaint was issued. The proposed condo. plans on the bayside need to address safety features relating to the trail.

G. Old Business:

a. Long term planning study; John Rothhaar reported that the plans are complete and the Friends of BVT are reviewing them.

H. New Business:

- 1. Sean Duperron presented conceptual plans for improvements at Crystal Lake outlet that would allow for canoe and kayak water access with approx. 20 parking spots that the Benzie County Parks and Rec in coordination with the DNR are proposing. There will be a public input process in the near future.
- There being no other business to come before the Council the meeting was adjourned at 6:30 pm