

BENZIE COUNTY BOARD OF COMMISSIONERS

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

www.benzieco.net

MEETING AGENDA

August 10, 2021

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

Join Zoom Meeting

<https://us02web.zoom.us/j/7493555921>

Meeting ID: 749 355 5921

One tap mobile

+13126266799,,7493555921# US (Chicago)

19292056099,,7493555921# US (New York)

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 – 7/27/2021

PUBLIC INPUT

FINANCE – Approval of Bills

ELECTED OFFICIALS & DEPT HEAD COMMENTS

ACTION ITEMS –

A. Railroad Point Lease

B) Professional Service Contract with Gosling Czubak for RR Point

C) 2021-020 & Land Acquisition – Cole Property

D) County Admin Employment Contract

E) FOPLC Grievance

F) New Hire Corrections LOU

G) EMS LOU for Triathlon & Iron Man

COMMISSIONER REPORTS –

COUNTY ADMINISTRATOR'S REPORT –

COMMITTEE OF THE WHOLE – 7/27/2021

COMMITTEE APPOINTMENTS – BTA; EMS

UNFINISHED BUSINESS –

NEW BUSINESS –

10:00

10:15

Marilyn Passmore -- Spectrum

PRESENTATION OF CORRESPONDENCE

PUBLIC COMMENT

ADJOURNMENT

Times Subject to Change

The County of Benzie will provide necessary reasonable auxiliary aids and services for individuals with disabilities at the meeting upon five (5) working days' notice to the County. Individuals with disabilities requiring auxiliary aids or services should contact the County in writing or by calling the following:

BENZIE COUNTY CLERK

448 COURT PLACE

BEULAH MI 49617

(231) 882-9671

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

PUBLIC INPUT

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

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

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

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

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

Commissioner Contacts:

District I – Bob Roelofs (Almira East of Reynolds Road).....	231-645-1187
District II - Art Jeannot (Almira Twp West of Reynolds Road, Platte and Lake Townships)	231-920-5028
District III – Andy Miller (Crystal Lake, Frankfort)	231-920-8300
District IV – Rhonda Nye (Benzonia).....	231-510-8804
District V – Tim Markey (Homestead)	231-871-1399
District VI - Evan Warsecke (Colfax, Inland)	231-275-3375
District VII - Gary Sauer (Blaine, Gilmore, Joyfield, Weldon)	231-651-0647

THE BENZIE COUNTY BOARD OF COMMISSIONERS
July 27, 2021

The Benzie County Board of Commissioners met in a regular session on Tuesday, July 27, 2021 in the Frank Walterhouse Board Room, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chair Bob Roelofs.

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

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

Agenda:

Motion by Jeannot, seconded by Nye, to approve the agenda as amended by removing Gosling Czubak contract under Action Items. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer
Nays: None Exc: Warsecke Motion carried.

Minutes:

Motion by Sauer, seconded by Miller, to approve the regular session minutes of July 13, 2021 as amended. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke
Motion carried.

Motion by Sauer, seconded by Markey, to approve the closed session minutes of July 13, 2021 regarding FOPLC union negotiations as presented. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

Motion by Jeannot, seconded by Miller, to approve the closed session minutes of July 13, 2021 regarding Opioid Litigation as presented. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer
Nays: None Exc: Warsecke Motion carried.

9:06 a.m. Public Input – None

FINANCE

Bills: Motion by Sauer, seconded by Jeannot, to approve payment of the bills from July 13, 2021 thru July 26, 2021 in the amount of \$303,329.75, as presented. Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

Budget Amendment: Motion by Jeannot, seconded by Miller, to amend the 2021-21 Budget for Point Betsie Lighthouse as follows:

Increase:

285-806-585.00	Local Match	\$18,150.00
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Increase:

285-806-800.00	Contracted Services	\$18,150.00
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Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke
Motion carried.

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS

Doug Durand, Benzie Senior Resource, provided a written report and updated the board regarding Home Delivered Meals; fresh produce bags; Gathering Place reopened July 6; reconfigured the

COMMISSIONERS

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July 27, 2021

seating at the Gathering Place to allow for better access to wheelchairs; staffing – unable to fill the six assistant positions; looking to update kitchen equipment; take delivery of a new vehicle today.

Kyle Maurer, Animal Control, reported that the ACO Advisory Board met and discussed the old RAM truck and asked if we can sell it rather than trade in; Watson has asked for a Letter of Intent to purchase the new Durango; looking at security locks for the front and rear doors at the shelter; Animal Control Ordinance needs to be updated as well.

U/S Huber reported that five positions in the jail have been filled; and award given to deputy assigned to TNT.

Tom King, EMS, reported that call volume is increasing; ambulances are in good shape after some minor repairs; COVID is at status quo for now; new ambulance has been ordered, just waiting on purchase agreement; Fire Recovery started June 1 with our ambulance billing; EMS Advisory Board has formed a subcommittee to review the Bylaws.

Jesse Zylstra, Solid Waste, presented a written report.

ACTION ITEMS

Merit Network Contract: Motion by Jeannot, seconded by Miller, to approve the professional service contract with Merit Network for completion of the broadband data collection survey for a not to exceed amount of \$40,800.00 and authorize the Chair to sign. Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

10:02 a.m. Karen Felty, The Maples

Karen presented a power point to the board and members present on how the Maples began and the funding for this facility; she spoke regarding the increase in the number of beds when the new building was built; they are asking for a joint meeting with the Board of Commissioners and the DHHS Board.

10:24 a.m. Matt McCauley, Networks Northwest

Mr. McCauley presented the 2020 Networks Northwest Annual Report.

10:48 a.m. Break

10:54 a.m. Reconvene

Cameron Clark, Child Care Fund Budget for FY 2021/2022

Motion by Jeannot, seconded by Sauer, to approve the County Child Care Budget Summary in the amount of \$381,410.00 for FY 2021-22, authorizing the chair to sign. Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

Lise Hoppe, 44North Health Insurance Rates

Vision = 0.71% increase

Dental = 1.81 % increase

Medical = 4.87% increase as is with no changes; Board is looking at other options; discussions held regarding retiree coverage or perhaps a separate retiree policy. Board will discuss this at the August 10, 2021 board meeting.

COMMISSIONERS

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July 27, 2021

Action Items Continued

2021-019 Area Agency on Aging: Motion by Markey, seconded by Sauer, to adopt resolution 2021-019 Fiscal Year 2022 Annual Implementation Plan of the Area Agency on Aging of Northwest Michigan. Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

Central Dispatch Bylaws Amendment: Motion by Markey, seconded by Miller, to approve the revision and adoption of the amended Benzie County Central Dispatch Advisory Board Bylaws (revision date July 8, 2021), as presented. Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

Motion by Jeannot, seconded by Miller, to not pursue merger opportunities now but rather look at space for Central Dispatch. Ayes: Jeannot, Markey, Miller, Nye and Roelofs Nays: Sauer Exc: Warsecke Motion carried.

COMMISSIONER REPORTS

Chair Roelofs spoke about Village of Lake Ann; EMS; POAM union negotiations; invited to Eagle Scout presentation.

Comm Jeannot provided a written report also spoke about a meeting with Senator VanderWall; stopped in to BACN's open house.

Comm Miller reported on the Friends of the Point Betsie Lighthouse meeting; HR committee meeting; City of Frankfort meeting; Crystal Lake Township meeting; Airport Authority meeting.

Comm Nye reported on Benzonia Township meeting; HR meetings; EDC meeting; two union negotiation meetings; Parks & Rec meeting.

Comm Markey reported on HR meetings; Animal Welfare League, EMS; Local Planning Team

Comm Sauer reported on Weldon Township meeting; Village of Elberta meeting; the Maples meeting.

COUNTY ADMINISTRATOR'S REPORT

County Administration transition is moving forward; Katie is working with Cohl regarding a contract for her; there is an ad out for administrative assistant for the office; trying to transfer information from one administrator to the new administrator; he would like to continue the broadband data collection with Merit as a volunteer -- Katie is comfortable with that.

COMMITTEE OF THE WHOLE

Motion by Jeannot, seconded by Sauer, to approve items 1-8 of the July 13, 2021 Committee of the Whole Consent Calendar as presented. Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

COMMITTEE APPOINTMENTS

Benzie Bus: Three interviews to be scheduled for Thursday, July 29, 2021 at 9:00 a.m.

COMMISSIONERS

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July 27, 2021

UNFINISHED BUSINESS – None

NEW BUSINESS – None

PRESENTATION OF CORRESPONDENCE

- Wexford County resolution Opposing Michigan Secretary of State “By Appointment Only” received.
- Muskegon County resolution supporting Little River Band of Ottawa Indians Casino in Muskegon County received.

12:35 p.m. Public Input

Michelle Thompson spoke regarding the County land sale which will be on-line.

12:36 p.m. Public Input Closed

Motion by Miller, seconded by Markey, to adjourn at 12:36 p.m. Ayes: Jeannot, Markey, Miller, Nye, Roelofs and Sauer Nays: None Exc: Warsecke Motion carried.

Bob Roelofs, Chair

Dawn Olney, Benzie County Clerk

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1. Approved the agenda as amended by removing Gosling Czubak contract under Action Items.
2. Approved the regular session minutes of July 13, 2021 as amended.
3. Approved the closed session minutes of July 13, 2021 regarding FOPLC union negotiations as presented.
4. Approved the closed session minutes of July 13, 2021 regarding Opioid Litigation as presented.
5. Approved payment of the bills in the amount of \$303,329.75, as presented.
6. Amended the 2021-21 Budget for Point Betsie Lighthouse in the amount of \$18,150.00.
7. Approved the professional service contract with Merit Network for completion of the broadband data collection survey for a not to exceed amount of \$40,800.00 and authorize the chair to sign.
8. Approved the County Child Care Budget Summary in the amount of \$381,410.00 for FY 2021-22, authorizing the chair to sign.
9. Adopted resolution 2021-019 Fiscal Year 2022 Annual Implementation Plan of the Area Agency on Aging of Northwest Michigan.
10. Approved the revision and adoption of the amended Benzie County Central Dispatch Advisory Board Bylaws (revision date July 8, 2021), as presented.
11. Agreed to not pursue merger opportunities now and look at space for Central Dispatch.
12. Approved items 1-8 of the July 13, 2021 Committee of the Whole Consent Calendar as presented.

Art Jeannot
Commissioner Report
July 27, 2021

- Participated in 3 meetings on behalf of the County since our July 13th meeting.
- **7/16 EDC/BRA** – A training session was provided to members on what Brownfield Authority responsibilities are and how to use this as a tool for economic development. Only 2 members have had training on this subject prior to this meeting.
- **7/19 Northern MI Counties Association** – Met in Roscommon. This was the first on site meeting in several months. Discussed legislation regrading 4-year BOC terms, proposal to change Michigan primary from August to June and discontinue May primary. Re-districting committees are expected to have their county decision by November 1st. There was discussion on allowing counties to impose a 3% bed tax (SB 5172). The group continues to discuss use of ARPA funds. Several approaches are being considered. There seems to be consensus to hire professional assistance.
- **7/20 Housing Committee** – Met to approve a subordination agreement on an existing borrower.
- **Other** –

RECEIVED

JUL 21 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Finance Report

Elected Officials And Department Heads

9-1-1
Police
Fire / EMS

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



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

Re: Recap of July 2021

Herbert Sudemann has completed phase one of his ECS training and is currently in phase two.

Attached to this report is dialog I copied from a State 911 Directors forum regarding PSAP staff shortages. As a director striving to produce an optimal work environment for BCCD, I have been struggling to fill vacancies and provide the much desired “double coverage”. I haven’t been able to successfully fill those vacancies yet, after over a year in the position, and was starting to wonder if *my* efforts were deficient. I have learned from multiple conversations with other PSAP directors that the situation at BCCD is not unique. BCCD is still actively advertising for persons interested in a career in Emergency Communications / 911 / Dispatch. We have two open positions.

The 911 Advisory Board – space needs subcommittee / 911 Advisory Board has been presented with three strong options to address the BCCD space needs improvement request.

- A feasibility / cost study with three of its own options was provided by Byce & Associates for an addition to the Benzie County Sheriff’s Office building at 505 S. Michigan.
- An office building sizable to house dispatch AND Benzie EMS, who is searching for a new Station 3, is available at 734 Beulah Hwy. Benzonia Twp. No study has been started for this site.
- Benzonia Twp has solicited BCCD as a “build to need” tenant in their proposed new Township Office and Fire Department building at 2717 Benzie Hwy. Benzonia Twp.

The Advisory Board subcommittee will schedule its next meeting for 1pm on September 9, 2021 and is willing to take in comments to help with decision making to start moving forward with this project. There is a lot more discussion to be had, but we are ready to share the discussion and receive quality input. Attached is a spreadsheet for a visual of approximate costs for the three options based on the work and research started. There are some blanks, as I am waiting for vendor responses or there is no data available yet. Focus on costs can be narrowed as the project moves more in a specified direction.

The next 911 Dispatch Advisory Board meeting is scheduled for September 9, 2021 at 3pm.

The entire State of Michigan Emergency 9-1-1 Service Enabling Act (act 32 of 1986) and (act 260 of 2021) sunset on 12/31/21. The Legislative action subcommittee reviewed rewrite language and there are suggested changes. At this time a draft bill (HB 5026) has been introduced but action isn’t expected until fall.

Sincerely – Rebecca Hubers

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AUG 06 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
9-1-1 Calls	532	431	479	557	631	784	1168
Admin Inbound calls	1286	1227	1340	1198	1520	1688	1789
Transferred 9-1-1 to another PSAP	17	14	31	23	35	44	51
Transfers within building	121	88	124	100	114	138	109
Call for Service Nature types:							
Abandoned 9-1-1	83	63	65	108	94	119	259
Abandoned Vehicle	19	1	1	2	8	5	2
Accidental Dial	59	33	31	50	29	58	110
Aircraft Down							
Alarm - Commercial	10	8	8	9	8	11	7
Alarm - Medical	5	10	9	13	12	7	11
Alarm - Residential	7	7	5	10	12	19	13
Ambulance Request	151	129	110	133	128	159	180
Ambulance Transfer	26	38	29	26	34	34	50
Animal Control Complaint	8	15	13	12	15	42	22
Assault	4	3	6	6	4	4	4
Assist Other Dept / County	9	8	12	9	10	13	16
Be on the Lookout			1		3	1	5
Boater in Distress						5	2
Boating Complaint					1		2
Breaking and Entering	3	1	3	3	6	6	5
Breaking and Entering - In progress		1		1	2	2	2
Breaking and Entering - Vehicle					2		1
Bullying					2		
Bus Lights Disregarded			1		3		
Car vs Bear - Property Damage Accident				1		2	
Car vs Deer - Property Damage Accident	26	12	17	15	18	29	22
Careless Use							1
Child Neglect							
Child Abuse	1	1		2			
Citizen Assist	13	9	15	8	3	12	23
Civil - Assist	3	3		2	12		3
Civil - Dispute	1	4	2	5	1	1	1
Civil - Standby	1	1	3	2	3	3	3
Computer Crime		1					
Conservation Law Violations	1			1		3	2
Counterfeit Money / ID							
COVID - Executive Order response			2				1
Criminal Sexual Conduct (CSC)			4	2	2	1	2
Custody Dispute	2	2	2	4	1	4	1
Deer Permit Issued	2						
Disorderly Subject				2		3	2
Domestic Violence	6	4	4	6	10	9	9
Drowning							
Drug Activity	3	1	2	4	3	3	3
Embezzlement		1					
EMS Centralize							
Family Trouble	6	7	8	7	8	7	7
	Jan-21	Jan-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
Fight in Progress	1	1	1		2	2	2
Fire - Alarm	3	3	4	3	3	8	4
Fire - Brush			6	3	2		
Fire - Chimney	1		1			1	

Fire - Grass			2	3	1	3	
Fire - Other		2	7	6	11	6	4
Fire - Structure	3	8	9	3	3	2	2
Fire - Vehicle		1		1		4	
Fireworks Complaint						2	13
Found Property	2		4	1	5	6	12
Fraud	6	6	11	8	6	6	4
Gas Drive Off			1	1	2	3	
Gas Leak (Natural Gas)	1	1		1	2		2
Harassment	2	8	6	6	7	6	7
Harassing Telephone Calls / Text	3	2		2	1	1	1
Hazardous Material Spill / Leak		1					
Identity Theft						1	
Illegal Burn	1		2	3	1		1
Illegal Dumping	1	1		2	2		
Illegal Fireworks							
Incorrigible Youth	2	2	2	5	2	3	5
Injured Animal	9	5	5	2	9	5	
Intoxicated Driver - Suspected	1	3	2	2	2	4	1
Intoxicated Subject	5		1				2
Landlord / Tenant Dispute	3	2		3	2	4	1
Larceny	3	7	7	12	12	17	10
Leaving the scene of accident							1
Livestock in the roadway				2	1	1	
School Lock down (including drills)	1						
Lost Property / Animal		1		2	2		1
Loud Party						1	
Marijuana Possession							
Malicious Destruction of Property	4	4	1	4	4	10	9
Minor in possession of tobacco							
Minor in posession of alcohol					1		
Misdialed 9-1-1	21	12	21	13	30	21	35
Missing Person		2		2	8	3	10
Motorist Assist	4	10	4	8	3	4	9
Neighbor Dispute	2	3	3	5	5	5	
Noise Complaint			4	3	4		7
Off Road Vehicle Complaint							
Open Door		1		1	2	2	1
Open Intoxicant in a Motor Vehicle							1
Other / Misc	17	27	16	25	43	36	56
Paper Service	1						
Parking Complaint	2	2	1		1	2	11
Patient Transfer - EMS							
Peeping Tom							
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
Person in the Water	1	1					1
Personal Injury Accident	4	8	5		2	7	7
Personal Protection Order - Entry	3	2	2	3	5	4	3
Personal Protection Order - Violation		4	1		3	2	6
Possession of Illegal Substance							
Power Line - Down, Fire, Arcing	3		4	2	3	7	9
Private Property Accident	2	7	1	6	6	3	8
Probation Violation		1					1
Property Check			1	2	1		

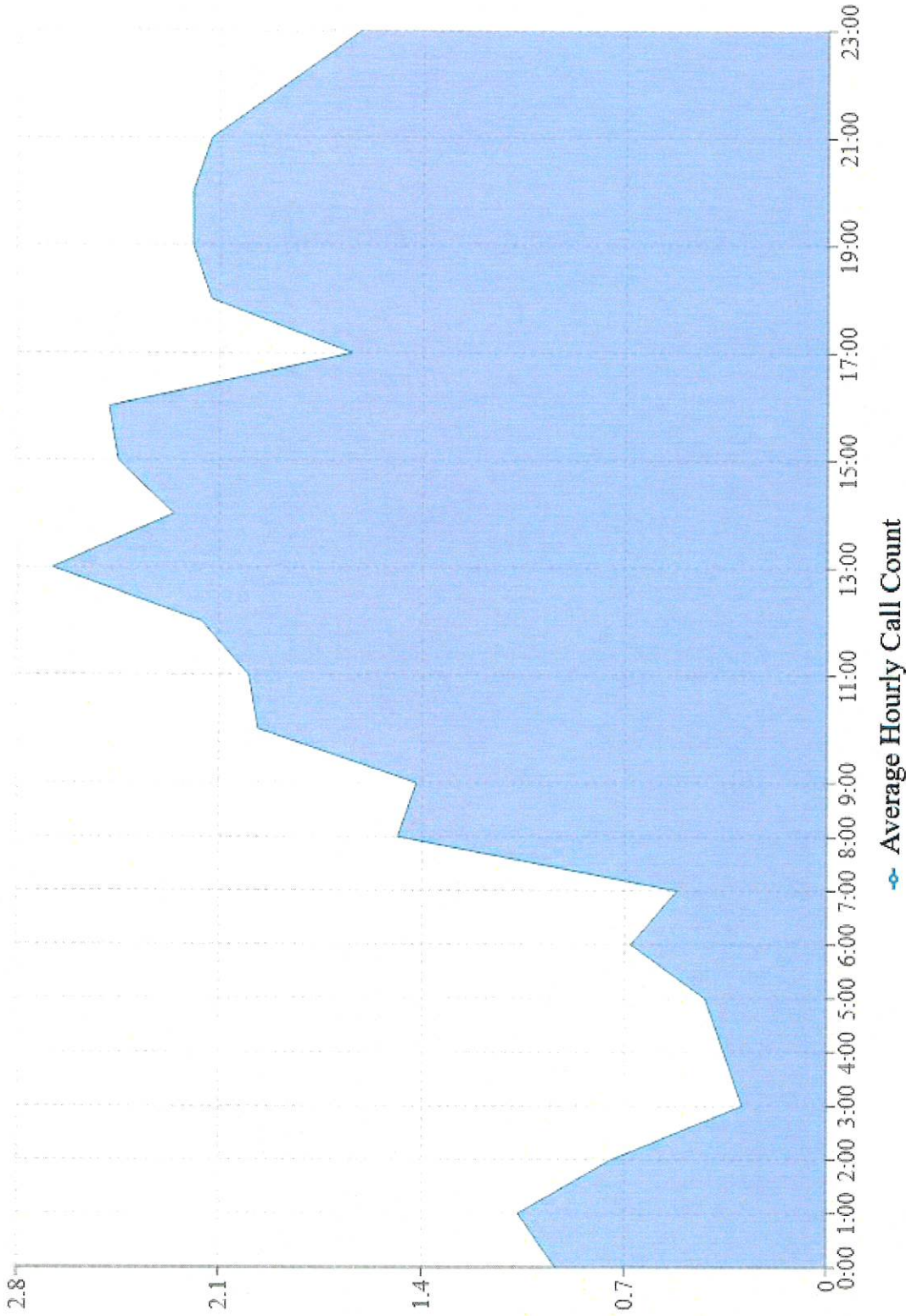
Property Damage Accident	19	29	10	10	15	20	21
Property Dispute	1		2	1		2	1
Prowler							
Reckless Driver	18	11	28	21	34	36	47
Road Hazard	5	14	6	7	14	9	14
Robbery - Armed							
Robbery - Unarmed							
Roll Over - Personal Injury Accident	1		1	1	2	2	3
Roll Over - Property Damage Accident	2		2	2	1	2	2
Runaway		2	4		1	1	1
Sex Offender Violations							
Shoplifting		2	1		2		2
Shots fired complaint	1		1	4	5	5	10
Snowmobile Complaint	1	4	1				
Stalking			2				
Suicide						2	
Suicidal Subject	4	4	4	7	4	4	3
Suspicious Mail / Package	1		2				
Suspicious Person	2	2	1	6	5	7	7
Suspicious Telephone Call / Text				2		1	
Suspicious Situation	21	20	23	15	34	34	34
Suspicious Vehicle	8	3	8	8	9	9	10
Test Call	24	4	16	7	22	7	18
Threats	6	6	5	5	10	6	8
Traffic Stop	399	256	352	257	376	416	489
Tree Down in Road	3	1	22	1	15	26	28
Trespassing	1	1		4	6	3	5
Truancy	1		1	3	1		
Unauthorized Driving Away Automobile	1		1	1	3		
Uninitiated 9-1-1 call	3	1		14	2	4	2
Unknown Accident	1	5	2	5		4	8
Unwanted Person	5	3	5	4	8	6	11
Unwanted Telephone Calls / Texts	1			1		1	
Vandalism	1		2	1		2	1
Vehicle in Ditch	7	24	2	1	3		
Verbal Dispute	2		1		4	1	1
VIN Inspection		1	2	4	2	8	3
Warrant Attempt	1		1	1		1	
Warrant Arrest			2	1		1	1
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
Warrant Entry	5	8	3	14	10	16	10
Warrant TIP	2	1			1		
Water Rescue				1			
Welfare Check	26	14	19	20	17	18	23
TOTAL	1134	863	1020	1017	1239	1435	1818
Disclaimer - The calls for service nature type represents what the calltaker has determined best fits the type of call for service the caller requested, reported or described. Not all call for service nature types are listed. These call for service natures do not always represent how they are recorded by a public safety officer. Not all activity by a dispatcher is represented here.							

Smart911							
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
Total number of profiles as of =	811	814	816	818	821	822	822
9-1-1 calls to Dispatch with profile	8	12	4	5	10	8	8
Chat by text	24	8	3	7	13	17	30
Chat with response	13	3	3	4	7	6	18
Tickets with SOS Location	234	245	224	249	333	462	694

BENZIE COUNTY (CENTRAL DISPATCH), MI

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

7/1/2021 to 7/31/2021



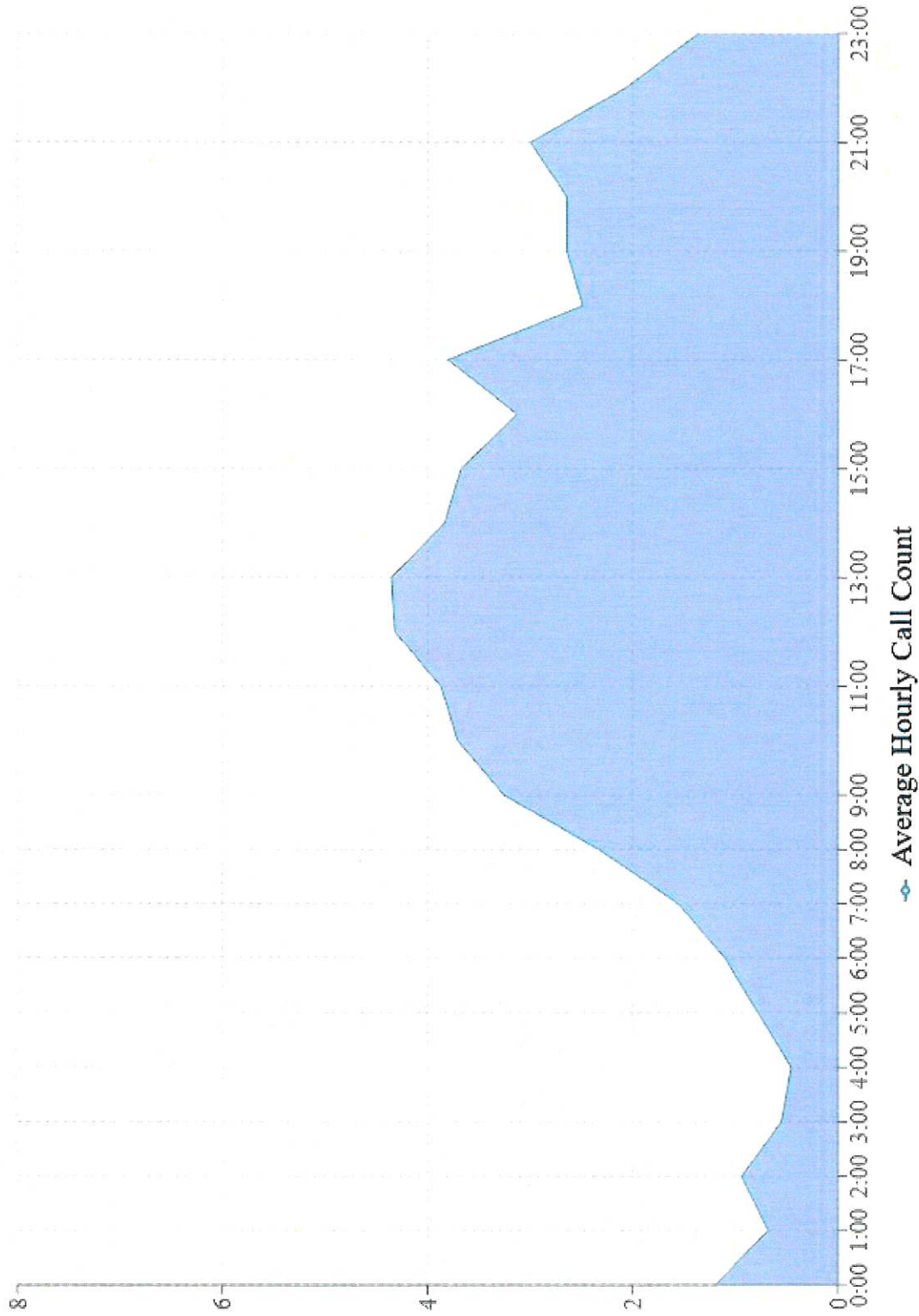
SUMMARY

Hour	Average Hourly Call Count	Highest Hourly Call Count	Total Call Count	Percentage	Tandem Transfers	NG911 Transfers	Blind Transfers	Attended Transfers	Conference Transfers	Total Transfers
—	1.6	14.0	1168	100.0%	49	0	1	0	1	51

BENZIE COUNTY (CENTRAL DISPATCH), MI

Admin Inbound Calls – Calls by Hour of Day

7/1/2021 to 7/31/2021



SUMMARY

Hour	Average Hourly Call Count	Highest Hourly Call Count	Total Call Count	Percentage	Tandem Transfers	NG911 Transfers	Blind Transfers	Attended Transfers	Conference Transfers	Total Transfers
—	2.4	15.0	1789	100.0%	0	0	106	1	2	109

STAFF SHORTAGES

Author	Posts
--------	-------

July 30, 2021 at 12:54 pm

Michelle Robbins I know in December someone posted about staffing shortages – I'm curious about updates.

Participant Has your center gotten better or worse?

How do you seek out applicants? Indeed has been kind of a train wreck because most of the applicants don't return a call....is everyone experiencing this from indeed?
What reasons are you seeing for people leaving the job?

Thank you for all of your input.

I thank you for all of your input.

July 30, 2021 at 1:11 pm

REPLY #27075

Vance
Stringham
Participant

We are in about the same, if not slightly improved, position. Of the folks we hired since December, we have retained two, one (with previous dispatching experience) quit because "it is too busy and I don't want to burn out," one took a M-F/8-4 job, I withdrew one offer of employment for an issue that developed before they started, and one had a family situation change drastically/unexpectedly and had to move back where they came from.

We've used Indeed for a few years now. We get decent exposure and have even hired a few from Indeed contacts. However, we do find we get a fair amount of folks who never return calls. We almost always have at least one no-call/no-show for an interview or, in one case, the first day of work. The bigger picture is we are dealing with a new generation of folks (like we were to our directors back in the day) – and they won't accept "suck it up buttercup" like we had to. Rightly so, perhaps. Just the same, for the last 4 years we've picked who we would like to hire and bring them in for a heart to heart about the demands of the job and we still run into the same issues.

I'm all ears and ready to learn more about how to get our 911 system out of this loop. Between the pandemic, economic incentives, a change in personal/professional limits, I no longer believe we have the right answer to get the right folks in and KEEP those folks.

My \$0.02 worth.

July 30, 2021 at 3:11 pm

REPLY #27076

Tracy Peter

We are the same with scheduled staff, but worse because we do not have any trainee's at this time. We have hired 3 people since then but none of them made it through training. 1 took a

Participant

Mon-Fri office job making more money, 1 attendance issue, 1 was a field responder for 30yrs but couldn't handle multiple calls at a time and how busy it was and quit. I just offered a job to an applicant today so we will see how that goes.

We use indeed and just expect no return calls and no shows. This last round I had about 70 apps, invited 17 to a job preview, 6 showed, and only 2 went through the process. And I am offering a job to 1. We constantly advertise via local and traditional resources and on the county website, but don't receive very many apps.

So I echo Vance that I am all ears on how to get out of this loop. But I do not plan to lower my standards (as has been suggested to me) as I feel the public deserves the best people we can get. Just not having luck getting them right now.

July 30, 2021 at 5:24 pm

REPLY #27078

Michelle

Tracy - I agree 110% about lowering standards. Employees see people come in and leave

Robbins

interviews and wonder why we aren't hiring.....most of the decent ones that we don't hire have clearly indicated in the interview that it's temporary or they are using it as a stepping stone for something else.

Participant

Sadly this is effecting all sectors of public safety.

	BCSO - Basement/ build	734 Beulah Hwy/buy	Benzonia Twp - 2717 Benzie Hwy/ rent
Building external	\$642,020.00 - \$1,084,800.00	\$500, 000	
Building internal	\$286,000.00	\$286,000.00	\$1.14/sq ft @ 2000 = \$2280 mo
aux power - generator		\$20,000.00	
tower - radio connections	\$15,000.00	\$275,000.00	\$275,000.00
911 PFN Fiber reroute	minimal	\$23,343.00	\$28,294
additional audio/IT connections			
Professionals Compensation	\$154,962.00 - \$234,496.00	\$154,962.00	
misc/legals	\$12,500.00	\$12,500.00	
West Tel 911 Phone CPU	minimal		
Yearly Maintenance Budget			
TOTALS - estimated	\$1,110,482.00 - \$1,632,796.00	\$1,272,462.00	\$27,360 annual rent

ACTION ITEMS

Dawn Olney

A

From: Mitch Deisch
Sent: Wednesday, August 4, 2021 10:32 AM
To: Dawn Olney; Tammy Bowers
Cc: Green, Lori (DNR); democ@benzie.com; Edward Hoogterp; Rhonda Nye; Katelyn Zeits; Courtney Gabbara
Subject: Final Version of Lease agreement
Attachments: MDNR Lease Final 8-3-21.docx

Good Morning,

Ok, this version has included the term date of 10/15/21, rather than 7/1/21.

Please, no more versions of this lease agreement from anyone. There are way to many versions coming from multiple different sources, that I am struggling to keep track of which version is to be included in the 8/10/21 BOC agenda.

Thank you for everyone's assistance.

Regards,

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



Michigan Department of Natural Resources

LEASE
#PRD-L-004-2021
BETWEEN
THE STATE OF MICHIGAN, AS LESSOR
AND
BENZIE COUNTY, AS LESSEE

This Lease is entered into by the State of Michigan through its **Department of Natural Resources** (DNR), hereinafter called "DNR" and/or "Lessor," and **Benzie County**, herein after called "Lessee," whose address is 448 Court Place, Beulah, MI 49617.

WHEREAS, pursuant to Section 503 (1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.50 3 (1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforestation of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources; and

WHEREAS, the purpose of this Lease is to allow Lessee to develop, operate and maintain, with permission from the Lessor, the Premises known as **Railroad Point boating access site** for public use and enjoyment; and

WHEREAS, the Director of the DNR, or his or her lawful designated Representative, has determined that the purpose of this Lease is necessary to implement Part 5 of 1994 PA 451, as amended, because regulated use of the Premises will protect and conserve the natural resources and provide facilities for outdoor recreation; and

WHEREAS, the Lessee is willing to develop, operate and maintain the Premises with permission from the Lessor, which is located within the Township of Crystal Lake, County of Benzie, State of Michigan.

THEREFORE, the Lessor and the Lessee, for consideration specified in this Lease, agree to the following terms and conditions:

- 1. DESCRIPTION OF PREMISES** - The Lessor hereby leases to the Lessee the Premises, located on DNR Parcel ID 1097265 and 1098973, described in **Attachment A**, but **excluding the Betsie Valley Trail**.

This Lease is subject to the DNR's public notice process.

2. USE OF PREMISES

- A. The Lessee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:
- 1) To develop, operate and maintain on Crystal Lake a carry down public boating access site for launching and retrieving watercraft.
 - 2) To allow for parking development, separate from and not to conflict with the boating access site.
 - 3) The Lessee is responsible for acquiring and paying for any permits and/or inspections required for operation of the boating access site, including but not limited to: EGLE, Health Department, Engineering, and construction. The Lessee must provide copies of these permits and/or inspections to the Lessor within seven (7) days of receipt of approval.
 - 4) The Lessee is responsible for all utilities associated with the Premises and function of the boating access site.
 - 5) The Lessor shall be provided with plans and specifications for any future development or modifications to the Premises. The Lessor's review will take a minimum of thirty (30) days. The Lessee shall not execute any work, including bidding, until the Lessor has reviewed and approved the plans.
 - 6) Development of the boating access site shall be in compliance with the Americans with Disabilities Act of 1990 (ADA). The Lessee is responsible for compliance.
 - 7) The Lessee shall work with the community through a public input process for the intended site uses. The resulting site plan shall be reviewed and must be approved by the Lessor prior to construction.
 - 8) Any other use which is agreed to in writing by both parties.
- B. The Lessee shall obtain the Lessor's prior consent, in writing, signed by the Lessor, to use the Premises for any purpose not listed in this Section. The Lessor may terminate this Lease, as provided in Section 23, if at any time, the Lessee uses the Premises, without express written permission by the Lessor, for purposes other than those enumerated in this Section.
- C. **PROHIBITED ACTIVITIES** - The following activities on the Premises are prohibited:
- 1) Authorizing public use of Premises in violation of any State law, order or regulation.
 - 2) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of the Lessor.
 - 3) Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of the Lessor.
 - 4) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
 - 5) Disposal of trees, treetops, branches, roots, stumps, and other vegetative debris onto the Premises.

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6) Authorization of "Naming Rights" for any portion of the Premises without the Lessor's written approval.

D. The Lessor may terminate this Lease, as provided in Section 23, if prohibited activities occur on the Premises at any time during the term of this Lease.

3. **WASTE** - The Lessee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
4. **LESSOR'S OPERATIONS** - The Lessee covenants that its use of the Premises shall, at no time, interfere with the uses or operations of the Lessor or the Public on the Premises. The Lessee covenants that its use of the Premises shall, at no time, interfere with the public's use of any State land that may be adjacent to the Premises. The Lessee shall not prevent the Lessor, its agents, or the public from crossing the Premises to access the adjoining State lands.

The Lessor will collaborate on all grant potentials for the enhancement of the Premises consistent with the uses defined in the MNRTF grant agreement and per direction by the DNR, Parks and Recreation Division.

5. **ADMINISTRATION** - The DNR, Parks and Recreation Division, Cadillac District Supervisor, or his/her designated representative, is the DNR Administrator of this Lease (collectively, DNR Representative). The Lessee shall designate in writing to the Lessor one (1) person and one (1) alternate person responsible to be the contact person for the Lessee regarding the administration of the Lease. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.
6. **CONDITION OF PREMISES** - The Lessee stipulates, represents and warrants that the Lessee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. The Lessee acknowledges that it has not made an independent environmental assessment of the Premises and agrees to maintain the Premises in its present condition.
7. **TERM** - The Lessor shall lease the Premises to the Lessee for a thirty (30) year initial term of possession beginning upon actual possession at 12:01 a.m. **October 15, 2021**, or such later date as provided in Section 8. The beginning and ending Lease term dates may be altered by mutual written consent of both parties to reflect the actual date of occupancy.
8. **OPTION TO RENEW** - The initial term of this Lease may be extended for a one additional **thirty (30)** year term, or such term as shall be agreed to between the parties, if the Lessee gives the Lessor one hundred twenty (120) calendar days written notice before this Lease or any extension expires, and agrees to any additional terms and rent modifications proposed by the Lessor. The Lessor's written consent is necessary for any Lease term extension.
9. **RENT** - The Lessee shall pay rent, and/or goods or services, to the Lessor in the amount of \$0.00 per year. In lieu of payment, the Lessee is responsible for operation, maintenance, and improvement of the Premises.
10. **SERVICES BY LESSEE** - The Lessee shall furnish the following services at its own expense:
- A. The Lessee will develop, operate and maintain the Premises as provided for in Section 2A above at its sole expense.

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- B. The Lessee will be responsible for the enforcement of all state laws and local ordinances on the property.
- C. The Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and the Lessor. If the Lessor determines that the Lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and written notification by the Lessor, the problem is not rectified to the satisfaction of the Lessor, the Lessor may perform or have the duties of the Lessee performed by others at the Lessee's sole expense.
- D. The Lessee is responsible to immediately investigate and report to the Lessor all instances of suspected trespass.
- E. In performing services under this Lease, the Lessee must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1- 8.3 regarding Discriminatory Harassment. In addition, the Lessee must comply with any applicable state agency rules that the Lessor provides to the Lessee.

11. FEES – With the Lessor's review and approval, the Lessee may charge a fee or request donations in connection with the Lessee's use of the Premises.

All fees and/or donations shall have prior approval of the Lessor, if permitted. Differences in admission or use of the Premises may not be instituted on the basis of residence. Any fee and/or donation that might be charged will be used to operate, restore, maintain and enhance the Premises.

The Lessee shall keep accurate books, records and accounting of its operations under this Lease distinctly separate and apart from the Lessee's other operations. The Lessee shall make all reports concerning the operation available to the Lessor at such time as the Lessor may require.

The Lessor, upon thirty (30) days' prior written notice, shall have the right to audit books, records and accounting of the Lessee's operations for this Lease.

12. ASSIGNMENT AND SUBLEASE - The Lessee shall not sell, mortgage, rent, assign, or parcel out the Lease hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Lease for any purpose whatsoever without first obtaining the prior written consent of the Lessor. Such action by the Lessee without the prior written approval of the Lessor shall be cause for the immediate termination of this Lease. The Lessee may, however, enter into maintenance agreements with third parties to fulfill Section 10 above.

13. ALTERATIONS - No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of the Lessor, which the Lessee shall request at least thirty (30) days in advance of such alteration, modification, or improvement.

At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of the Lessor, by way of the completed Gift and Acceptance Agreement and accompanying Exhibit pages (PR1612e), unless otherwise agreed in writing by the Lessor. (Copy of completed Gift and Acceptance Agreement will be attached and incorporated to this Lease only if/when gift is given.)

In the event that the Lessor requires the Lessee to remove all facility improvements, the Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition.

14. LAWS, CODES AND PERMITS - The Lessee shall comply with all applicable federal,

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state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.

Furthermore, the Lessee shall comply with all acquisition and development grant obligations existing at the time of this Lease.

15. DAMAGE and REPAIRS - The Lessee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.

16. INSPECTION of PREMISES - The Lessor and the Lessor's agents and employees shall have the right at all reasonable times during the term of this Lease, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by the Lessor for the preservation of the Premises.

17. INDEMNIFICATION - The Lessee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Lease; (2) the activities authorized by this Lease; and (3) the use or occupancy of the Premises which are the subject of this Lease by the Lessee, its employees, contractors, or its authorized representatives. Nothing herein shall be construed as a waiver of any governmental immunity by the Lessee, or its employees, as provided by statute or court decision.

18. LIABILITY - The Lessee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to the Lessee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of the Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease.

The Lessee shall report to the Lessor any incident that may result in personal injury or property damage. The Lessee shall make complete reports in writing to the Lessor on forms provided by the Lessor, (see **Attachment B**), within twenty- four (24) hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$100.00 are to be reported to the Lessor immediately, by telephone or in person. A written report is to follow as described above.

19. INSURANCE: The Lessee is self-insured.

20. NON-DISCRIMINATION - The Lessee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessee agrees to include in every subcontract entered into for the performance of this Lease, this covenant not to

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discriminate in employment. A breach of this covenant is a material breach of this Lease.

21. UNFAIR LABOR PRACTICES - The Lessee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract or Lease, if after award, the name of the Lessee as an employer or the name of a Subcontractor, manufacturer, or supplier of the Lessee appears in the register.

22. DISPUTES - Except as otherwise provided for in this Lease, any dispute among any multiple Lessees that have executed Leases with the Lessor to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this Lease, which is not disposed of by this Lease, shall be decided by the Parks and Recreation Division (PRD) Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.

A. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.

B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this Lease, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.

23. CANCELLATION -

A. The Lessor may cancel this Lease provided the Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

- 1) The Premises are no longer being used for the purposes identified in this Lease.
- 2) The Lessee provided the Lessor with information, in its application for this Lease or at any time during the Lease term, that was false or fraudulent.
- 3) The Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within ninety (90) calendar days after written notice of default to the Lessee.
- 4) The Lessee or any subcontractor, manufacturer or supplier of the Lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458(21) *et seq.* (Employers Engaging in Unfair Labor Practices Act). This covenant is cross- referenced in Section 21.

B. The Lessor may cancel this Lease provided the Lessee is notified, in writing, at least ninety (90) days prior to the effective date of cancellation, if the Lessor deems cancellation is in the best interest of the State of Michigan.

C. The Lessor may also cancel this Lease for non-appropriation of funding. The Michigan Constitution prohibits spending money out of the State Treasury without a valid appropriation.

D. In the event of cancellation and if the Lessor deems restoration is preferred, The Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition.

E. The Lessee may cancel this Lease provided the Lessor is notified, in writing, at least one (1) year prior to the effective date of cancellation, all improvements are removed, and the site is restored to its original condition. The Lessor reserves the right to accept

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any improvements by way of a gift and acceptance form.

24. QUIET ENJOYMENT - The Lessee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by the Lessee is maintained open to the general public.

25. RESERVATION – The Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.

26. HOLDOVER TENANCY - If the Lessee remains in possession of the Premises after the natural expiration of this Lease, with the consent of the Lessor but without a renewal of this Lease, pursuant to Section 8, a new tenancy from year-to-year shall be created between the Lessor and the Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

27. NOTICES - Any notice(s) to the Lessor or to the Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to the Lessor and the Lessee shall be transmitted to the addresses listed below:

To LESSOR:

Land Administering Division (LAD)

and LAD Administrator

State of Michigan
Department of Natural Resources
Chief, Parks and Recreation Division
P.O. Box 30257
Lansing, MI 48909

State of Michigan
Department of Natural Resources
Cadillac Customer Service Center
8015 Mackinaw Trail
Cadillac, MI 49601
Attn: PRD District Supervisor
(231) 775-9727

To LESSEE:

and Lessee Alternate

Benzie County
448 Court Place
Beulah, MI 49617
Attn: Board of Commissioners
(231) 882-4932

28. NOTICES – EFFECTIVE TIME/DATE - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

_____ INIT

29. INTERPRETATION - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

30. NO UNNAMED ENTITIES/ PARTNERS - The Lessee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that the Lessee is the only entity responsible for carrying out the Lessee's responsibilities.

31. MODIFICATION – This lease shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Lease are effective unless in writing, signed by the parties, and executed in the same manner as this Lease was originally executed. A party may waive or release the other party's breach or default only in writing.

32. SEVERABILITY - Should any provision of this Lease, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

33. GOVERNING LAW – This Lease is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Lease must be resolved in the Michigan Court of Claims.

34. REQUIRED APPROVALS - This Lease shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by the Lessor and the Lessee.

35. WAIVER OF DEFAULT – The failure of a party to insist upon strict adherence to any term of this Lease does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Lease.

36. ENTIRE AGREEMENT AND ENCLOSURES - This Lease constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. This Lease supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

**LESSOR
WITNESS(ES) TO LESSOR**

Witness(es)

**STATE OF MICHIGAN
BY THE
DEPARTMENT OF NATURAL RESOURCES**

____ INIT

Witness Signature

Date

Ronald A. Olson, Chief

Date

DNR Parks and Recreation Division

Diane Munson

(please print name)

Witness(es)

Witness Signature

Date

(please print name)

STATE OF MICHIGAN, COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____, day of _____, 2021 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

Diane Marie Munson

_____, Notary Public

(please print name)

My Commission Expires:

07/04/2022

Acting in the County of:

Ingham

**LESSEE – COUNTY OF BENZIE ON BEHALF OF THE COUNTY OF BENZIE
PARKS AND RECREATION DEPARTMENT**

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

WITNESS TO LESSEE

Witness

(please print)

Witness Signature

Date

Lessee

(please print)

Lessee Signature

Date

Title: _____

Federal ID No. _____

Witness

(please print)

Witness Signature

Date

Lessee

(please print)

Lessee Signature

Date

Title: _____

Federal ID No. _____

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by _____, for Lessee.

_____, Notary Public

State of Michigan, County of _____

My Commission expires: _____

Acting in the County of _____

INIT



Legal description making up premises excluding the Betsey Valley Trail are as

follows:

Crystal Lake Township, Benzie Co.

If you have questions find incorrect information Send an Email

Property Number: 05--001-029-00

(2020 Assessment Year, (last updated 5/26/2020))

Property Names/Address Information

Property Street Number: 0

Property Address Direction:

Property Street Name:

Unit or Apartment #:

Property Street Name (complete):

Property Address City:

Property Address State:

Property Zip Code:

Owner's Name: DEPT NATURAL RESOURCES - PILT

Owner's Name 2nd Line: GRANT'S ADMINISTRATION DIVISION

Owner Address Care Of: PAYMENTS IN-LIEU OF TAXES PROGRAM

Owner Street Address: PO BOX 30722

Owner City: LANSING

Owner State: MI

Owner Zip Code: 48909

Taxpayer's Name:

Taxpayer's Care Of:

Taxpayer's Street Address:

Taxpayer's City:

Taxpayer's State:

Taxpayer's Zip Code:

Property Values Information

Record Status: A

Current School District: 10025

Current Property Class: 713

Current PRE%: 100

Current PRE - Taxable: \$15418

Qualified Ag/FrsUMBT: 1

Adjacent Flag: N

Current MBOR Assessed:

\$58900 Current MBOR SEV:

\$58900 Current MBOR Capped:

\$15418 Current MBOR

Taxable: \$15418 Current

MBOR Transfer%: 0 Current

MBOR PRE%: 100 Previous

MBOR SEV: \$59500 Previous

MBOR Taxable: \$15131

Previous MBOR Transfer%: 0

Previous MBOR PRE%: 100

Most Recent Transfer%: 0

Date Transferred:

Recycle Units: 0

fr2Rfil1Y Sale Information (gathered through Assessing and Equalization Department records)

fr2p_erty...Onfrp.11111

GOVT LOT 2 S OF MOLLINEAUX RD

SEC 20 T26N R15W 20.3 A M/L

[[1/97 316/69 WO;

[Print](#) | [Close](#)

Crystal Lake Township, Benzie Co.

If You have Questions or find Incorrect Information Send an Email.

Property Number: 05-001-029-51

(2020 Assessment Year, (last updated 5/26/2020))

fl:Qp Names/Address Information

Property Street Number: 0

Property Address Direction:

Property Street Name:

Unit or Apartment #:

Property Street Name (complete):

Property Address City:

Property Address State:

Property Zip Code:

Owner's Name: DEPT NATURAL RESOURCES - PIII

Owner's Name 2nd Line: GRANTS ADMINISTRATION DIVISION

Owner Address Care Of: PAYMENTS IN-LIEU OF TAXES PROGRAM

Owner Street Address: PO BOX

30722 Owner City: LANSING

Owner State: MI

Owner Zip Code:

48909 Taxpayer's

Name:

Taxpayer's Care Of:

Taxpayer's Street Address:

Taxpayer's City:

Taxpayer's State:

Taxpayer's Zip Code:

ProP-el'tY Values Information

Record Status: A

Current School District:

10025 Current Property

Class: 713 Current PRE%:

100

Current PRE • Taxable: \$350310

Qualified Ag/FrsVMBT: 0

Adjacent Flag: N

Current MBOR Assessed: \$2004700

Current MBOR SEV: \$2004700

Current MBOR Capped: \$350310

Current MBOR Taxable: \$350310

Current MBOR Transfer%: 0

Current MBOR PRE %: 100

Previous MBOR SEV: \$2031300

Previous MBOR Taxable: \$343779

Previous MBOR Transfer%: 0

Previous MBOR PRE%: 100

Most Recent Transfer%:

0 Date Transferred:

Recycle Units: 0

fr21!9tiY Sale Information (gathered through Assessing and Equalization Department records)

fmp..fil!Y pJi.o.n.

G.L. 2 N OF MOLLINEAUX RD & E OF OUTLET EXC COM S 1/4 COR N 24 DEG 55' E

1330.25 FT TO POB N 53.75 DEG E 74.25 FT S 36.25 DEG E 99 FT S 53.75 DEG W

74.25 FT TO PT IN OUTLET N 36.25 DEG W 99 FT TO POB L SO THAT PORTION OF THE

ABANDONED MRR ROW WHICH LIES PARALLEL W/ AND ADJ OR ABUTTING TO THE N'LY

BOUNDARY OF THE PARCEL (JENEMA SURVEY 2007R-00252)

SEC 20 T 26N R15W 9.7 A MIL

SPLIT FROM 001-029-50 FOR 1997

DESC CORR FOR 2010

[(6/96 306/1049,1050 WD; 07/98 340/1106-16 TRAIL EASE; 02/09 2009R-01653 QC;



Crystal Lake Township, Benzie Co.

If you have Questions or find Incorrect Information Send an Email.

Property Number: 05-001-025-99

(2020 Assessment Year. (last updated 5/26/2020))

Property Names/Address Information

Property Street Number: 0
 Property Address Direction:
 Property Street Name:
 Unit or Apartment #:
 Property Street Name (complete):
 Property Address City:
 Property Address State:
 Property Zip Code:
 Owner's Name:
 M.D.O.T./A.A.R.R. Owner's
 Name 2nd line:
 Owner Address Care Of:
 Owner Street Address: PO BOX
 30050 Owner City: LANSING
 Owner State: MI
 Owner Zip Code:
 48909 Taxpayer's
 Name:
 Taxpayer's Care Of:
 Taxpayer's Street Address:
 Taxpayer's City:
 Taxpayer's State:
 Taxpayer's Zip Code:

Property Values Information

Record Status: A
 Current School District:
 10025 Current Property
 Class: 702 Current PRE%: 0
 Current PRE • Taxable:
 \$0 Qualified
 Ag/First/MBT: 0
 Adjacent Flag: N
 Current MBOR Assessed: \$0
 Current MBOR SEV: \$0
 Current MBOR Capped: \$0
 Current MBOR Taxable: \$0
 Current MBOR Transfer%: 0
 Current MBOR PRE%: 0
 Previous MBOR SEV: \$0
 Previous MBOR Taxable: \$0
 Previous MBOR Transfer%:
 0 Previous MBOR PRE%: 0
 Most Recent Transfer%: 0
 Date Transferred:
 Recycle Units: 0

f!QRfill) **Legal Information** (gathered through Assessing and Equalization Departmentrecords) f!QRfill) **Property Description**

ANN ARBOR RAILROAD ROW DESCRIBED AS A STRIP OF LAND 100 FT WIDE RUNNING FROM NE COR OF
 SEC 20 ALG CRYSTAL LAKE TIL INTRSCN OF BETSIE RVR SW 1/4 TO PT ON S LN OF SEC 1N
 SW 1/4 OF SE 1/4 EXC S OF NR/W LI MOLLINEAUX ROAD
 SEC 20 T26N R15W
 NEW ON ROLL FOR 1994
 DESC CORR FOR 2012

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Crystal Lake Township, Benzie Co.

ILY.OU have Questions or find Incorrect Information [Send an Email.](#)

Property Number: 05-001-029-10

(2020 Assessment Year. (last updated 5/26/2020))

Prop-emi: Names/Address Information

Property Street Number: 0
 Property Address Direction:
 Property Street Name:
 Unit or Apartment #:
 Property Street Name (complete):
 Property Address City:
 Property Address State:
 Property Zip Code:
 Owner's Name: DEPT NATURAL RESOURCES - PILT
 Owner's Name 2nd Line: GRANTS ADMINISTRATION DIVISION
 Owner Address Care Of: PAYMENT IN-LIEU OF TAXES PROGRAM
 Owner Street Address: PO BOX
 30722 Owner City: LANSING
 Owner State: MI
 Owner Zip Code:
 48909 Taxpayer's
 Name:
 Taxpayer's Care Of:
 Taxpayer's Street Address:
 Taxpayer's City:
 Taxpayer's State:
 Taxpayer's Zip Code:

Prop-el:LY. Values Information

Record Status: A
 Current School District:
 10025 Current Property
 Class: 713 Current PRE%:
 100
 Current PRE • Taxable: \$2026
 Qualified Ag/FrsVMBT: 1
 Adjacent Flag: N
 Current MBOR Assessed:
 \$40100 Current MBOR SEV:
 \$40100 Current MBOR Capped:
 \$2026 Current MBOR Taxable:
 \$2026 Current MBOR
 Transfer%: 0 Current MBOR
 PRE%: 100 Previous MBOR
 SEV: \$28700 Previous MBOR
 Taxable: \$1989 Previous MBOR
 Transfer%: 0 Previous MBOR
 PRE%: 100 Most Recent
 Transfer%: 0
 Date Transferred:
 Recycle Units: 0

fr I!p.filtY **Sale Information** (gathered through Assessing and Equalization Department records)

**ProJle:LY. DescriP-tion**

100 FT FORMER AARRR/W ACROSS GOV LOT 2 S OF N R/W LI MOLLINEAUX ROAD
 SEC 20 T26N R15W 2.13 A M/L
 PUT ON ROLL FOR 1999
 ([01/98 340/1073-1105 QC;

Crystal Lake Township, Benzie Co.

!!..Y.OY have Questions or find Incorrect Information Send an
Email.

Property Number: 05-001-025-00

(2020 Assessment Year. (last updated 5/26/2020))

Profile1Y. Names/Address Information

Property Street Number: 0
Property Address Direction:
Property Street Name: MOLLINEAUX ROAD
Unit or Apartment #:
Property Street Name (complete): MOLLINEAUX ROAD
Property Address City: FRANKFORT
Property Address State: MI
Property Zip Code: 49635
Owner's Name: BENZIE COUNT Y
Owner's Name 2nd Line: RAILROAD POINT NAT URAL AREA
Owner Address Care Of:
Owner Street Address: 448 COURT PLACE
Owner City: BEULAH
Owner State: MI
Owner Zip Code: 49617
Taxpayer's Name:
Taxpayer's Care Of:
Taxpayer's Street Address:
Taxpayer's City:
Taxpayer's State:
Taxpayer's Zip Code:

Profile1Y. Values Information

Record Status: A
Current School District:
10025 Current Property
Class: 703 Current PRE%: 0
Current PRE • Taxable:
\$0 Qualified
Ag/FrsUMBT: 0
Adjacent Flag: N
Current MBOR Assessed: \$0
Current MBOR SEV: \$0
Current MBOR Capped: \$0
Current MBOR Taxable: \$0
Current MBOR Transfer%: 0
Current MBOR PRE%: 0
Previous MBOR SEV: \$0
Previous MBOR Taxable: \$0
Previous MBOR Transfer%:
0 Previous MBOR PRE%: 0
Most Recent Transfer%: 0
Date Transferred:
Recycle Units: 0

Profile1Y. Sale Information (gathered through Assessing and Equalization Department records)

Profile1Y. Description

GOVT LOT 1 N OF MOLLINEAUX RD EXC BEG AT SE COR N 2 DEG 46' W 156.97 FT N 66
DEG 59.5' W 258.26 FT TO POB N 9 DEG 15' E 468.68 FT N 85 DEG 4' W 356.22 FT S
30 DEG 13' W 434.13 FT N 81 DEG 22' E 164.5 FT S 66 DEG 59.5' E 364.66 FT TO
POB & EXC 390 FT BET CRY LK & MID OF BLUFF IN NW COR OF GOVT LOT 1 AS MEAS ALG
S'LY R/W OF RR ALSO THAT PORTION OF THE ABANDONED AARR ROW WHICH LIES PARALLEL
W/ AND ADJ OR ABUTTING TO THE N'LY BOUNDRY OF THE PARCEL (JENEMA SURVEY
2007R-00252)
DESC CORR FOR 2010
SEC 20 T26N R15W 30 A M/L
[[8/81 188/300 QC; 189/917; 12/98 345/731 WD; 06/99 354/646 EASE; 07/98
340/1106-16 TRAIL EASE; 02/09 2009R-01652 QC; 01/10 2010S-00007 SRVY;
07/14
2016R-01011 ASSIGN OF CONSERV EASE;

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Crystal Lake Township, Benzie Co.

If you have Questions or find Incorrect Information Send an Email.

Property Number: 05-001-026-10

(2020 Assessment Year, (last updated 5/26/2020))

Property Names/Address Information

Property Street Number: 0
 Property Address Direction:
 Property Street Name: MOLLINEAUX
 ROAD Unit or Apartment #:
 Property Street Name (complete): MOLLINEAUX ROAD
 Property Address City: FRANKFORT
 Property Address State:
 MI Property Zip Code:
 49635
 Owner's Name: BENZIE COUNTY
 Owner's Name 2nd Line: RAILROAD POINT NATURAL AREA
 Owner Address Care Of:
 Owner Street Address: 448 COURT PLACE
 Owner City: BEULAH
 Owner State: MI
 Owner Zip Code:
 49617 Taxpayer's
 Name:
 Taxpayer's Care Of:
 Taxpayer's Street Address:
 Taxpayer's City:
 Taxpayer's State:
 Taxpayer's Zip Code:


Property Values Information

Record Status: A
 Current School District:
 10025 Current Property
 Class: 703 Current PRE%: 0
 Current PRE Taxable:
 \$0 Qualified
 Ag/Forest/IMBT: 0
 Adjacent Flag: N
 Current MBOR Assessed: \$0
 Current MBOR SEV: \$0
 Current MBOR Capped: \$0
 Current MBOR Taxable: \$0
 Current MBOR Transfer%: 0
 Current MBOR PRE%: 0
 Previous MBOR SEV: \$0
 Previous MBOR Taxable: \$0
 Previous MBOR Transfer%:
 0 Previous MBOR PRE%: 0
 Most Recent Transfer%: 0
 Date Transferred:
 Recycle Units: 0

Property Sale Information (gathered through Assessing and Equalization Department records)

Acreage: 1
 Date of Sale: 11/05/1999
 Sale Price: \$234000
 Adjusted Sale Price:
 \$234000 Reason for Price
 Adjustment:
 Liber/Page: 362/298
 Grantor: LOPEZ, MELVIN
 Grantee: COUNTY OF BENZIE
 Sale Instrument: WO
 Comments:
 Other Parcels in Sale 1:
 Other Parcels in Sale 2:
 Other Parcels in Sale 3:
 Other Parcels in Sale 4:
 Other Parcels in Sale 5:

from my Qettan 11-9n
 COM SW COR OF G.L. #1 N 413.63 FT TO POB N 317.64 FT TO SE'LY ROW OF A.A.R.R. N
 40 DEG 41'15" E 133.12 FT S 347.54 FT S 58 DEG 41' W .88 FT S 50 DEG 50'55" W
 111.80 FT TO POB RIP RGTS ALSO THAT PORTION OF THE ABANDONED AARR ROW WHICH

 LIES PARALLEL W/ AND ADJ OR ABUTTING TO THE N'LY BOUNDRY OF THE PARCEL
 (JENEMA SURVEY 2007R-00252)
 SEC 20 T26N R15W 1 A Mil
 SPLIT 1993
 DESC CORR FOR 2010
 [8/92 262/958 WO; 11/99 362/298 WO; 07/98 340/1106-16 TRAIL EASE;
 02/09 2009R-01652 QC; 01/10 2010S-00007 SRVY;

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Other Parcels in Sale 3:
Other Parcels in Sale 4:
Other Parcels in Sale 5:

Acreage: 40
Date of Sale:
06/03/2010 Sale Price:
\$0
Adjusted Sale Price: \$0
Reason for Price Adjustment:
Uber/Page: 2010R-02462
Grantor: SCHMIDT, KAREN
Grantee: STORY, MARK
Sale Instrument: WD
Comments:
Other Parcels in Sale 1:
Other Parcels in Sale 2:
Other Parcels in Sale 3:
Other Parcels in Sale 4:
Other Parcels in Sale 5:

Acreage: 40
Date of Sale: 05/11/2011
Sale Price: \$130000
Adjusted Sale Price: \$130000
Reason for Price Adjustment:
Liber/Page: 2011 R-02148
Grantor: STORY, MARK & JULIE
Grantee: GT REGIONAL LAND CONSERVANCY
Sale Instrument: WD
Comments:

Other Parcels in Sale 1:
Other Parcels in Sale 2:
Other Parcels in Sale 3:
Other Parcels in Sale 4:
Other Parcels in Sale 5:

Acreage: 40
Date of Sale:
08/01/2013 Sale Price:
\$130000
Adjusted Sale Price:
\$130000 Reason for Price
Adjustment:
Liber/Page: 2013R-03962
Grantor: GRAND TRAVERSE REGIONAL
Grantee: BENZIE COUNTY
Sale Instrument: WO
Comments: 13R-3963 MINERAL INT DEED
Other Parcels in Sale 1:
Other Parcels in Sale 2:
Other Parcels in Sale 3:
Other Parcels in Sale 4:
Other Parcels in Sale 5:

fr 2p. filty P. li9 n
SE 1/4 OF SE 1/4
SEC 20 T26N R1SW 40 A M/L
[15/83205/214 PROBATE CT.; 11/02443/318FD; 03/034581146 LC;
05/08
2008R-04316 MLC; 06/10 201 0R-02462 WO; 05/11 2011R-02148 WO; 8/13 2013R-
03962 WO; 8/13 2013R-03963 WO;

12Y 0s - 00\ - o i;-CJo

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Crystal Lake Township, Benzie Co.

If you have Questions or find Incorrect Information Send an Email.

Property Number: 05-001-037-00

(2020 Assessment Year, (last updated 5126/2020))

Property, Names/Address Information

Property Street Number:
 4696 Property Address
 Direction:
 Property Street Name: FRANKFORT
 HIGHWAY Unit or Apartment#:
 Property Street Name (complete): 4696 FRANKFORT HIGHWAY
 Property Address City:
 Property Address State:
 Property Zip Code:
 Owner's Name: BENZIE COUNTY
 Owner's Name 2nd Line: RAILROAD POINT NATURAL AREA
 Owner Address Care Of:
 Owner Street Address: 448 COURT PLACE
 Owner City: BEULAH
 Owner State: MI
 Owner Zip Code: 49617
 Taxpayer's Name:
 Taxpayer's Care Of:
 Taxpayer's Street Address:
 Taxpayer's City:
 Taxpayer's State:
 Taxpayer's Zip Code:

Property, Values Information

Record Status: A
 Current School District:
 10025 Current Property
 Class: 703 Current PRE%: 0
 Current PRE + Taxable:
 \$0 Qualified
 Ag/First/MBT: 0 Adjacent
 Flag: N
 Current MBOR Assessed: \$0
 Current MBOR SEV: \$0
 Current MBOR Capped: \$0
 Current MBOR Taxable: \$0
 Current MBOR Transfer%: 0
 Current MBOR PRE%: 0
 Previous MBOR SEV: \$0
 Previous MBOR Taxable: \$0
 Previous MBOR Transfer%: 0
 Previous MBOR PRE%: 0
 Most Recent Transfer%: 0
 Date Transferred:
 Recycle Units: 0

Property, Sale Information (gathered through Assessing and Equalization Department records)

Acreage: 3
 Date of Sale:
 1212212015 Sale Price:
 \$80000
 Adjusted Sale Price:
 \$80000 Reason for Price
 Adjustment: Liber/Page:
 2015R-05358
 Grantor: WORTELBOER, BETT Y LOU TRUST
 Grantee: GRAND TRAVERSE REGIONAL
 Sale Instrument: WO
 Comments: HOUSE FLOODED LAST YR
 Other Parcels in Sale 1:
 Other Parcels in Sale 2:
 Other Parcels in Sale 3:
 Other Parcels in Sale 4:
 Other Parcels in Sale 5:

Acreage: 3
 Date of Sale:
 1012612016 Sale Price:
 \$80000
 Adjusted Sale Price:
 \$80000 Reason for Price
 Adjustment: Liber/Page:
 2016R-04682
 Grantor: GRAND TRAVERSE REGIONAL
 Grantee: BENZIE COUNTY
 Sale Instrument: WO
 Comments: COR DEED 2018R-04081 9/18
 Other Parcels in Sale
 1: Other Parcels in
 Sale 2: Other Parcels
 in Sale 3: Other
 Parcels in Sale 4:
 Other Parcels in Sale
 5:

Property, Limitation

NW 1/4 OF NE 1/4 N OF M-115 E OF AARR
 SEC 29 T 26N R15W 3 A MIL
 P.A. 4696 FRANKFORT HIGHWAY
 [I 175/382; 209/165; 8189 QC 236/378; 07/05 DC; 10105 2005R-07343 QC; 12/15
 2015R-05358 WO; 08116 BP; 10/16 2016R-04682 WO; 03/17 2017R-01831 DC;
 10118
 2018R-04081 CWD;



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Attachment B



Michigan Department of Natural Resources

PUBLIC INCIDENT REPORT

(See DNR Administrative Procedure 6.8 1).

If this accident required the use of an Automated External Defibrillators (AED), the R 7223, Reporting the MDNR Use of Automated External Defibrillators (AED), must also be completed

☐ Personal Injury ☐ Property Damage ☐ Complaint ☐ Other

BUREAU/DIVISION/OFFICE	FACILITY (Le. park, acc. ess site, hatchery name)	DATE OF INCIDENT	TIME	REPORT NO.
FACILITY ADDRESS		EXACT LOCATION OF INCIDENT WITHIN FACILITY		
NAME, ADDRESS, AGE OF PERSON(S) INVOLVED				TELEPHONE NUMBER(S)

DETAILS OF INCIDENT (Include number of persons involved, weather information, license numbers, type of vehicle or equipment, etc.)

WHAT CONDITION(S) OR HAZARD(S) CAUSED INCIDENT

ACTION TAKEN (Use reverse side, if needed)

WITNESS(ES)	Name(),	Address(es)	And] Telephone Number(\$)	Statements
				Statement attached
				Statement attached
				Statement attached
				Statement attached
				Statement attached
				Statement attached

FIRST AID RENDERED (Explain how) BY WHOM (Include telephone number)

DOCTOR OR HOSPITAL REFERRED	TELEPHONE NO.	LAW ENFORCEMENT AGENCIES RESPONDING TO CALL
ESTIMATED MATERIALS	LABOR	TOTAL COST
DAMAGE		
REPAIR COSTS \$	\$	\$ 0.00
DNR EMPLOYEES INVOLVED Name(),	Telephone Number()	DNR EMPLOYEES INVOLVED Name(s),

REPORTING EMPLOYEE'S SIGNATURE	DATE	FACILITY MANAGER'S SIGNATURE	DATE
--------------------------------	------	------------------------------	------



Tammy Bowers

From: Mitch Deisch
Sent: Tuesday, August 3, 2021 12:39 PM
To: Dawn Olney
Cc: Tammy Bowers; Katelyn Zeits; Rhonda Nye; Edward Hoogterp; democ@benzie.com
Subject: Gosling Czubak professional service agreement 8/10/21 BOC agenda item.
Attachments: sharp@benzieco.net_20210803_194110.pdf

Dawn,

Please place on the 8/10/21 BOC agenda under action items.

Thank you.

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

-----Original Message-----

From: sharp@benzieco.net <sharp@benzieco.net>
Sent: Tuesday, August 3, 2021 12:41 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Subject: Scanned image from MX-3100N

Reply to: sharp@benzieco.net <sharp@benzieco.net> Device Name: Benzie Co Admin Device Model: MX-3050N
Location: Administrator Office

File Format: PDF (Medium)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

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<http://www.adobe.com/>



Memo To: Board of Commission
From: Mitchell D. Deisch, Administrator *m Deisch*
Date: August 3, 2021
Subject: Professional Service Contract with Gosling Czubak

Attached is a professional service contract with Gosling Czubak Engineering Services (GCES) to provide professional design and consulting services with identifying costs associated with upgrades to the Railroad Point boat launch access site. The fee is a not to exceed amount of \$2,500.

This professional service contract was reviewed and approved by the Parks and Recreation Committee at their July 26, 2021 meeting. This professional service contract has been reviewed and approved by County Attorney's Cohl, Stoker & Toskey.

Recommendation

Motion to support the Benzie County Parks and Recreation Committee recommendation to approve professional service contract with Gosling Czubak Engineering Services to provide design and consulting services associated with identifying upgrade costs for the Railroad Point boat launch access site and authorizing the Chairperson to sign the document.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF BENZIE
AND
GOSLING CZUBAK ENGINEERING SCIENCES, INC.**

THIS AGREEMENT is made and entered into this 10th day of August 2021, between the **COUNTY OF BENZIE**, a municipal corporation and political subdivision of the State of Michigan ("County"), and **GOSLING CZUBAK ENGINEERING SCIENCES, INC.** ("GCES"), 1280 Business Park Drive, Traverse City, Michigan.

WHEREAS, the County desires to enter into an Agreement with GCES to provide professional design and consulting services; and

WHEREAS, the GCES possesses the experience, expertise and training to accomplish the duties outlined in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

SECTION I. SERVICES TO BE PERFORMED BY GCES. GCES agrees to review concept and produce quantity cost estimate for the construction of the items represented in the approved concept dated 8/20/2020 (attached as Exhibit A), conduct one site visit to gather information and to attend one public meeting. The scope of services to be performed by GCES also includes assistance from and one meeting with Sara Kirk, PLA, and associated subconsultant service fees.

GCES will complete the performance of the above services by August 25, 2021, absent an act, condition, or event beyond the control of the parties.

The parties agree that all property developed in accordance with this Agreement shall be owned by the County. This includes, but is not limited to, drawings, computer files and survey notes.

SECTION II: COMPENSATION. The County shall compensate GCES for its services under this Agreement in an amount not to exceed TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500) for services rendered. GCES will submit an invoice to the County, on a time and materials basis at GCES normal rates and charges, upon completion of the work set forth in Section I above, and will be paid within 45 days of receipt by the County.

GCES will assist the County with preparation and submittal of permit applications to the approving agencies listed in the description of services. GCES's Agreement fee estimate for permitting assistance is based on its experience working with the listed agencies. The County and GCES acknowledge that permitting requirements are subject to the opinions of the permit review official(s) and may result in unforeseen conditions

imposed by the permitting official. Any permitting assistance, design changes or inspections made necessary by newly enacted laws, codes, regulations, or interpretations of codes made by permitting and code officials that are not described in the Agreement services or were unforeseen by GCES at the time that this Agreement was signed, can be provided by GCES for additional fees. The amount of additional fees required by unexpected permitting or inspection requirements will be presented to the County for the County's approval before the additional work is undertaken.

SECTION III: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES. The following duties and responsibilities apply equally to the GCES and the County unless the language of the provision clearly indicates that it applies only to the GCES or the County.

1. **INSURANCE.** GCES shall procure and maintain and shall require that all consultants and subcontractors procure and maintain during the term of this Agreement, the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and who have a minimum A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).
 - A. **Worker's Compensation Insurance.** Workers' Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event the GCES uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the GCES shall ensure that said subcontractors and sub-subcontractors carry Workers' Compensation Insurance and Employer's Liability Coverage, as required by law.
 - B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper and (2) Contractual Liability; (3) Products and Completed Operations Coverage; (4) Independent Contractors Coverage, and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
 - C. **Motor Vehicle Liability.** GCES shall procure and maintain, during the life of this Agreement, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and annual aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

- D. Deductibles. GCES shall be responsible for paying any deductibles in its insurance coverages.
 - E. Additional Insured. The Commercial General Liability Insurance Policy and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that the following shall be "Additional Insured"; the County of Benzie, and all the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Said insurances shall be considered to be primary to the Additional Insureds regardless of whether said other available coverage be primary, contributing or excess.
 - F. Cancellation Notice. GCES shall give the County thirty (30) days (ten (10) days for non-payment of premium) advance written notice of cancellation, non-renewal, reduction and/or significant change to Workers' Compensation Insurance, Commercial General Liability Insurance Policy and Motor Vehicle Liability Insurance as described above. Such notice shall be sent to: Benzie County, 448 Court Place, Beulah, Michigan 49617.
 - G. Proof of Insurance. GCES shall provide to the County at the time the Agreement is returned by it for execution, with certificates of insurance showing GCES's possession of the insurances required by this Section.
 - H. Continuation of Coverage. If any of the above coverages expire during the term of this Agreement, GCES shall deliver renewal certificates and/or policies to the Benzie County, 448 Court Place, Beulah, Michigan 49617 at least thirty (30) days prior to the expiration date.
2. INDEMNITY. GCES agrees to indemnify and hold harmless the County, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, to the extent caused by GCES's negligent performance of professional services under this Agreement and that of its agents, employees, officers, or representatives. Neither the County nor GCES shall be obligated to indemnify the other party in any manner for the other party's own negligence.
3. LIMITATION OF LIABILITY. The County agrees to limit the liability of GCES on this project for claims, losses or damages and claims expenses to a sum not to exceed \$25,000 or GCES's total fee for services on this project, whichever is greater.

4. CONSEQUENTIAL DAMAGES. Neither the County nor GCES shall be liable to the other, shall make any claim for any incidental, indirect, or consequential damages arising out of this Agreement. This mutual waiver of consequential damages shall include any consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the County and GCES shall require similar waivers of consequential damages in all contracts and subcontracts with others involved in this project.
3. ASSURANCES AGAINST DISCRIMINATION. The parties, as required by law shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The parties shall adhere to all applicable Federal, State and local Laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:
 - A. The Elliott-Larsen Civil Rights Act, 1976 PA 53, as amended.
 - B. The persons with Disabilities Civil Rights Act, 1976 PA 220, as amended
 - C. Section 504 of the Federal Rehabilitation Act of 1973, P.O. 93-112, 87 Stat 355, and regulations promulgated thereunder.
 - D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 §USC12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the parties are found not to be in compliance with this section, the non-breaching party may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

4. DISPUTE RESOLUTION. In the event a dispute arises between the County and GCES concerning the performance of this Agreement, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting.

Any legal disputes shall be governed by the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, such actions shall be in Michigan Courts whose jurisdiction and venue

shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

5. RELATIONSHIP BETWEEN THE PARTIES. It is expressly understood and agreed that GCES is an independent Contractor. The County is interested only in the results to be achieved by the work to be performed by GCES under this Agreement, the conduct and control of the work shall rest solely with GCES. GCES, its subcontractors, and any employees of GCES or subcontractor shall in no way be deemed to be, and shall not hold themselves out as, an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. GCES shall be responsible for paying for and providing supplies which the GCES utilizes in the performance of services under this Agreement. GCES shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments. GCES certifies that it has no interests which would conflict with the performance of services required by this Agreement. GCES also assures that, in the performance of this Agreement, no officer, agents, employee of the County, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply where specifically exempt under Michigan Law.
7. NOTICES. Any Notice/Communication required, or permitted, under this Agreement from one party to another, including GCES's request for assistance from County personnel in carrying out GCES's duties under this Agreement, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through e-mail or first-class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

GCES:

Mark Hurley, P.E.
231-933-5108
mjhurley@goslingczubak.com

COUNTY:

Benzie County
Katelyn Zeits, Administrator
231-882-0558
kzeits@benzieco.net

8. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege, preclude any other or further exercise of any other right, power or privilege.

9. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and GCES.
9. SUBCONTRACTING AND ASSIGNMENT. GCES may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County. In the event of such subcontracting, GCES shall be responsible for paying all compensation owed to the subcontractor(s) for services performed and ensuring that the subcontractor(s) complies with the requirements of this Agreement.
10. AGREEMENT PERIOD TERMINATION. This Agreement shall commence on _____, 2021 and, unless prematurely terminated as authorized in this Agreement, shall continue until the services are completed. Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, with 15 days prior written notice to GCES. Termination of this Agreement shall not be construed as a waiver by either party of any rights or remedies they may have in law or in equity arising from a breach of the terms of this Agreement. Termination shall not relieve the County of the responsibility to pay any and all outstanding invoices for services rendered prior to termination of this Agreement.
11. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
12. COMPLETE AGREEMENT. This Agreement and other documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties.
13. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the County shall receive all commissions to which it is entitled under this Agreement, up to the date of termination.
14. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that

they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

(Signatures on Next Page)

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

GOSLING CZUBAK ENGINEERING SCIENCES, INC.

By: _____
(Signature)

Name: _____
(Print or Type)

Its: _____
(Print or Type)

Date: _____

COUNTY OF BENZIE

By: _____
(Signature)

Name: Bob Roelofs
(Print or Type)

Its: Chairperson
(Print or Type)

Date: _____

**APPROVED AS TO FORM FOR COUNTY
COHL, STOKER & TOSKEY, P.C.**

By: SARAH K. OSBURN

On:

Dawn Olney

From: Claire Herman <cherman@gtrlc.org>
Sent: Thursday, July 29, 2021 10:57 AM
To: Dawn Olney
Cc: Michelle Thompson
Subject: MNRTF Grant Resolution (Railroad Point - Cole Addition)
Attachments: TF20-0140 Project Agreement.pdf

C

Hi Dawn,

See attached MNRTF Grant Project Agreement for the Railroad Point - Cole Addition. In order to move forward in the grant process the Board will need to pass a resolution accepting the grant terms. There is a template Resolution included on the last page of the attached document. Could you please add this to the next agenda? Feel free to let me know if you have any questions.

Thank you!

Claire Herman
Grand Traverse Regional Land Conservancy

Land Protection Specialist

email: cherman@gtrlc.org

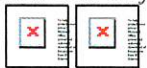
web: www.gtrlc.org

office: 231.929.7911

cell: 269.808.2245

3860 N. Long Lake Rd, St D

Traverse City, MI 49684



2021-020

Land Acquisition Resolution

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the Benzie County Board of Commissioners, Beulah, Michigan, does hereby accept the terms of the Agreement for TF20-0140 as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the Benzie County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Two Hundred Fifty-two Thousand Six Hundred (\$252,600.00 dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF BENZIE)

I, Dawn Olney, Benzie County Clerk and Clerk of the Benzie County Board of Commissioners, Beulah, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Benzie County Board of Commissioners at a meeting held August 10, 2021.

Dated: _____

Dawn Olney, Benzie County Clerk

**MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT***This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between **Benzie County** in the county of Benzie County hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government or public authorities for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 9 of 2021, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding to acquire land or rights in land for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Railroad Point Natural Area Expansion Project #: TF20-0140

Amount of grant: \$718,900.00 74% PROJECT TOTAL: \$971,500.00

Amount of match: \$252,600.00 26%

Start Date: Date of Execution by DEPARTMENT End Date: 05/31/2023

As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **07/06/2021**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]: Michelle ThompsonTitle: Treasurer / Grant Admin.Organization: Benzie CountyDate: 7/26/2021DUNS # 151930112
CV004796170

SIGMA Vendor Number

SIGMA Address ID

Required - Please choose one**Acquisition Closing Option Desired:**

- ☐ This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- ☒ This project will be completed utilizing an escrow closing process.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED: _____

By _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Michelle Thompson, Treasurer

Name/Title

Benzie County

Organization

448 Court Place

Address

Beulah, MI 49617

Address

231-882-9672

Telephone Number

MThompson@benzieco.net

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF20-0140** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **9.34** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Frankfort**, in the County of **Benzie County**, **STATE OF MICHIGAN**, as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **passive outdoor recreation and habitat conservation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Seventy-Four percent (74%)** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens

and encumbrances to the lands in the project area, not to exceed the sum of **Seven Hundred and Eighteen Thousand Nine Hundred dollars (\$718,900.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-Four percent (74%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).

- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Two Hundred and Fifty-Two Thousand Six Hundred dollars (\$252,600.00)** as local match to this project. This sum represents **Twenty-Six percent (26%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before 05/31/2023. Failure to acquire the project area by 05/31/2023 shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
 - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
 - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be

maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

15. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
- d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.

16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

or

- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Seek specific performance of the Agreement terms.
24. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation , protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

Tammy Bowers

①

From: Tammy Bowers
Sent: Wednesday, August 4, 2021 3:13 PM
To: Mitch Deisch
Cc: Katelyn Zeits; Bob Roelofs; Rhonda Nye; Dawn Olney; Matt Nordfjord
Subject: RE: Scanned image from MX-3100N

It has been added

-----Original Message-----

From: Mitch Deisch <MDeisch@benzieco.net>
Sent: Wednesday, August 4, 2021 3:11 PM
To: Tammy Bowers <TBowers@benzieco.net>
Cc: Katelyn Zeits <kzeits@Benzieco.net>; Bob Roelofs <BRoelofs@benzieco.net>; Rhonda Nye <rnye@Benzieco.net>; Dawn Olney <DOlney@benzieco.net>; Matt Nordfjord <mnordi@cstmlaw.com>
Subject: RE: Scanned image from MX-3100N

Yes. Attached is the revised memo.

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

-----Original Message-----

From: Tammy Bowers <TBowers@benzieco.net>
Sent: Wednesday, August 4, 2021 3:08 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Cc: Katelyn Zeits <kzeits@Benzieco.net>; Bob Roelofs <BRoelofs@benzieco.net>; Rhonda Nye <rnye@Benzieco.net>; Dawn Olney <DOlney@benzieco.net>; Matt Nordfjord <mnordi@cstmlaw.com>
Subject: RE: Scanned image from MX-3100N

I am assuming you want this under action item?

Tammy

-----Original Message-----

From: Mitch Deisch <MDeisch@benzieco.net>
Sent: Wednesday, August 4, 2021 2:31 PM
To: Tammy Bowers <TBowers@benzieco.net>
Cc: Katelyn Zeits <kzeits@Benzieco.net>; Bob Roelofs <BRoelofs@benzieco.net>; Rhonda Nye <rnye@Benzieco.net>; Dawn Olney <DOlney@benzieco.net>; Matt Nordfjord <mnordi@cstmlaw.com>
Subject: FW: Scanned image from MX-3100N

Tammy,

Please add to the 8//10/21 agenda the County Administrator Employment Agreement. Attached is the memo. Once I have the agreement from the County Attorney, I will forward it to you asap. At the latest, I hope to get it to you by tomorrow morning.

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

-----Original Message-----

From: sharp@benzieco.net <sharp@benzieco.net>
Sent: Wednesday, August 4, 2021 2:33 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Subject: Scanned image from MX-3100N

Reply to: sharp@benzieco.net <sharp@benzieco.net> Device Name: Benzie Co Admin Device Model: MX-3050N
Location: Administrator Office

File Format: PDF (Medium)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>



Memo To: Board of Commission
From: Mitchell D. Deisch, Administrator
Date: August 4, 2021
Subject: County Administrator three year Employment Agreement

It is with great pleasure that I present to the Board of Commission the employment agreement with Katelyn Zeits to be the next Benzie County Administrator. Katie has been working as the HR/Finance Manager since May 2021 and has excelled in the Administrator's office, all of which will expedite her transition from HR/Finance to County Administrator the end of August 2021.

This employment agreement was negotiated by Ms. Zeits, Chairperson Roelofs and Vice Chair Nye. The contract was prepared and approved by County Attorney Matt Nordfjord.

Recommendation

Motion to approve the three year employment agreement with Katelyn Zeits to become the next Benzie County Administrator and authorize the Chairperson to execute the employment agreement.

**COUNTY OF BENZIE ADMINISTRATOR
EMPLOYMENT CONTRACT**

THIS CONTRACT, is made and entered into this ____ day of August, 2021, by and between the **COUNTY OF BENZIE** a municipal corporation and political subdivision of the State of Michigan with administrative offices at 448 Court Pl, Beulah, MI 49617, acting through the Board of Commissioners of the County of Benzie ("Board" or "Employer") and **KATELYN ZEITS** ("Administrator" or "Employee").

W I T N E S S E T H:

WHEREAS, the Board requires the services of a qualified person to serve as the Benzie County Administrator; and

WHEREAS, the Employee desires to provide such services and is qualified to perform the same.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. EMPLOYMENT. The Employee shall be employed as the County Administrator of Benzie County ("County"), upon the terms and conditions contained in this Contract. It is expressly understood and agreed by the Board and the Employee that the Employee shall be an "at will" employee of the Board, serving at the pleasure of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this agreement with or without cause as provided hereunder.

2. DUTIES.

- A. The Employee shall perform all duties as required and directed by the Board including, but not limited to, those stated in the attached Job Description for the County Administrator (see Exhibit 1). The Employee agrees that at all times she will, faithfully and to the best of her ability, experience and talents, perform all the duties that may be required. The Employee shall report to the Board and/or such other representative as may be designated by the Board.
- B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs.
- C. While employed under this Contract, the Employee shall abide by, enforce, and comply with the policies and governance directives of the Employer.

- D. The Employee agrees to represent the Employer and its essential interests at appropriate meetings and by means of correspondence as authorized by policy or directives of the Employer.
- E. It is understood and agreed by the parties that in order to perform the expectations of the Employer under this contract the Employee shall devote (1) whatever time and attention is necessary and (2) that the endeavor is expected to require at a minimum the full-time effort of at least forty (40) hours per week toward the discharge of the Employee's duties and responsibilities set forth in this Contract. The parties understand that the employment is that of a salaried chief executive officer and is subject to irregular work hours and demands.
- F. The Employee shall recommend and implement policies of the Board relating to general administration, including without limitation, budget and financial management, employer relations and labor negotiations, facilities and equipment management and other internal services as requested by the Board or initiated by the Employee as appropriate and necessary.
- G. The Employee shall serve as the chief administrative officer of the County for purposes of the Uniform Budget and Accounting Act, 1968 PA 2, as amended.

3. TERM.

- A. The term of this Contract shall be for a period commencing August 27, 2021, and ending August 26, 2024, subject to the early termination provision of this Contract. Each party will provide at least 60 calendar days prior written notice to the other party, provided there are at least 60 calendar days remaining before the Contract expiration, of their desire to continue or end the Contract. The Board may waive the Employee's notice requirement. Such notice shall not be required if the Employee is terminated by the Board for "cause" as defined below.
- B. Notwithstanding the provisions of this section or any other provision in this Contract to the contrary, it is expressly understood and agreed by the Employer and the Employee that this Contract is, at all times, subject to the Employer's right and the Employee's right to termination of this Contract as set forth in Section 5, below.

4. PERFORMANCE EVALUATION.

- A. The Board of Commissioners, or its designated Committee, may complete a performance evaluation of the Employee at the end of 12 months and thereafter every 12 months for the duration of the Contract. The County may work with a qualified third-party facilitator to perform a performance review.
- B. In the event that the Employer concludes during any evaluations that the Employee's performance of duties is unsatisfactory in any respect, it may require the Employee to submit a specific corrective action plan to the Board for its review and approval within 30 days of the date of the evaluation.

5. TERMINATION.

- A. It is understood and agreed that the Employee is employed "at will" and serves at the pleasure of the Employer and may be terminated from employment with or without cause by the Employer as follows:
 - 1. Without Cause -
 - (a) The Employee's employment Contract may be terminated "without cause" by a majority vote of the elected or appointed and serving members of the Employer's Board at a meeting held in compliance with the Open Meetings Act.
 - (b) In the event that the Employee's employment is terminated without cause or the Contract is not renewed by the Employer after August 26, 2024, the Employer shall pay biweekly salary at the Employee's then current rate for a maximum period of 120 calendar days subject to normal withholdings. In the event the Employee is employed in a full-time professional capacity during the 120 calendar day severance period the biweekly salary continuation shall terminate. The Board shall have the right to determine whether the Employee shall remain on the job or not during the 60-day notice period. To receive severance benefits, Employee will be required to execute a general release form to be determined by the Board.

2. With Cause -

- (a) The Employer may terminate the employment Contract of the Employee "for cause" by a majority vote of the total number of the Employer's Board at a meeting held in compliance with the Open Meetings Act.
- (b) Cause. For purposes of this section, "Cause" shall be defined to include but not be limited to:
 - (1) the conviction of or guilty plea or no contest to a felony or misdemeanor, or
 - (2) embezzlement, or
 - (3) theft, or
 - (4) misappropriation of funds, or
 - (5) insubordination, or
 - (6) confirmed sexual harassment of employees or clients, or
 - (7) unauthorized use of employer's property, equipment, or facilities, or
 - (8) falsification or unauthorized alteration of Employer's documents or records, or
 - (9) improper use of leave time including falsification of information to secure such leave time, or
 - (10) incompetency or neglect of duty, or
 - (11) illegal activity on Employer's premises, or
 - (12) documented a pattern of failure to work cooperatively with community service agencies and/or courts, or
 - (13) any other material breach of the Employee's obligations under this contract.
- (c) Any termination for cause shall be effective immediately, and the Employee's compensation shall be terminated immediately. In the event the Employee's employment is terminated by the Board for just cause and the Employee disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The arbitrator shall have no authority to reinstate the Employee, to add to, subtract from, or modify this Agreement, nor provide the Employee any compensation or benefits in excess of those which are authorized under this Agreement for termination without cause.

- B. If the Employee wishes to terminate the contract, the Employee shall give the Employer at the notice provided for in Section III. A. above.

6. COMPENSATION. The Employer shall pay the Employee an annual salary of \$77,000.00 paid in bi-weekly payments. The Employer shall pay the salary and withhold any amounts required to be withheld by federal, state or local income, social security, other tax laws or insurance co-pays from any payments to be made by it to the Employee under this Contract. On or after August 26, 2022, going forward, Employee will receive the same across the board wage increase provided to similarly situated non-union employees by the Employer (both in timing and percentage, e.g. October 1, 2022 in the event a wage increase is approved at the start of that fiscal year).

7. BENEFITS.

- A. Holidays. The Employee shall enjoy the same paid holidays as non-union, supervisory employees who hold department head or managerial positions.
- B. Paid Vacation Days. The Employee shall receive 20 days of vacation leave in each year of the Contract. A "vacation day" is considered time away from work in an increment of 4 hours or more and Employee agrees to schedule vacation time as far in advance as feasible and provide Employer notice. Vacation leave will be earned on the Employee's start and subsequent anniversary date. Employee will receive an annual payout of accrued but unused vacation, the payroll following her anniversary date each year up to 10 days. In the event this Contract is terminated by the Employer or Employee the maximum amount of unused vacation time to be paid out by the Employer will be 20 days.
- C. Health/Medical/Dental/Life Insurance. The Employee may participate in the Employer's health/medical/dental/life insurance plan for non-union, supervisory/managerial employees.
- D. Bereavement Leave. The Employee shall receive the same paid bereavement leave as non-union, supervisory/managerial employees.
- E. Retirement. The Employee shall participate in the same retirement plan as the non-union, supervisory/managerial employees (currently 6% Employer contribution to MERS Defined Contribution plan).
- F. Professional Development and Meetings: The Employee may and is encouraged to attend official Employer-related conferences or meetings approved by the Employer and subject to budget limitations. If approved to attend, all actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such

conferences or meeting shall be paid by the Employer per County policy.

- G. Membership and Dues: The Employer agrees to pay the membership and dues to permit the Employee to be a member of a professional organization relevant to the position.
- H. Mileage and Phone: The Employee shall receive reimbursement for Employer travel consistent with the current IRS business mileage rate and rules. Employer agrees to pay the Employee \$30.00/mo. for a cell phone stipend for business use.

8. EXPENSE REIMBURSEMENT.

- A. The Employer shall reimburse the Employee within 30 days after approval for travel (excluding mileage), meeting and community activity expenses incurred in the course of their employment consistent with policies regarding reimbursement of such matters and the annual budget for such expenses as approved by the Employer.
- B. The Employee shall submit appropriate detailed expense records supported by receipts and in an approved format and consistent with the County's reimbursement policy, within 30 days of the expense being incurred to the Employer.
- C. No reimbursement shall be made to the Employee unless specifically approved by the Employer.

9. OUTSIDE EMPLOYMENT. The Employee shall not engage in any employment or business outside this Contract except as specifically approved in writing by the Employer and under the following circumstances:

- A. In the event the Employee is approved by the Board to engage in outside or supplemental employment, he shall:
 - 1. Not engage in such activity during the Employee's regularly scheduled working hours.
 - 2. Not use the name of the Employer or Benzie County as a credential in advertising or soliciting customers or clients.
 - 3. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.

4. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
5. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.

B. The Employer shall not be liable, either directly or indirectly, for any activities performed in conjunction with supplemental employment.

10. APPLICABLE LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

11. NONDISCRIMINATION. The Employee, as required by law, shall not discriminate against any member of the public, employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matters directly or indirectly related to employment because of race, color, height, weight, marital status, religion, national origin, age, sex, or handicap. Breach of this section may be regarded as a material breach of this contract and just cause for termination.

12. PROFESSIONAL LIABILITY INSURANCE. The Employer shall provide the Employee with professional liability insurance coverage in the performance and execution of the duties and functions of his employment.

13. MERGER OF PRIOR AGREEMENTS. This Contract supersedes all prior contracts, agreements, oral or written, between the parties herein defined, and expresses the whole and entire agreement between the parties.

14. WAIVERS.

- A. No failure or delay on the part of either of the parties to this Contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.
- B. The waiver by either party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any subsequent breach of such party.

15. ASSIGNMENT OR SUBCONTRACTING. The Employee may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Contract, in whole or in part.

16. RETURN OF PROPERTY. Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all type

or nature pertaining to the Employer, which the Employee may possess or control, and shall sign a statement verifying return of such property.

17. EMPLOYEE'S BEST EFFORTS. The Employee agrees that all services required by this Agreement will be performed faithfully and to the best of the Employee's ability, experience, and talents.

18. MODIFICATION OF CONTRACT. Modifications, amendments, or waiver of any provisions of this Contract may be made only by the written mutual consent of the parties hereto.

19. DISREGARDING TITLES. The titles of the section set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provision of this Contract.

20. NOTICES. Any notice required or permitted to be given under this Contract shall be deemed properly given if in writing and if mailed by first-class mail, to the residence of the Employee as appearing on the records of the Employer, or to the principal office of the Employer, to the attention of its Chairperson.

21. INVALID PROVISIONS. If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Contract.

IN WITNESS WHEREOF, the parties have fully executed this Contract on the day and the year first above written.

EMPLOYER: BENZIE COUNTY

By: _____
Bob Roelofs, Its Chairperson Date

EMPLOYEE: COUNTY ADMINISTRATOR

By: _____
Katelyn Zeits, MPA Date

APPROVED AS TO FORM FOR COUNTY OF BENZIE:	
COHL, STOKER & TOSKEY, P.C.	
By:	Mattis D. Nordfjord
On:	August 4, 2021

EXHIBIT 1



BENZIE COUNTY

POSITION DESCRIPTION

POSITION TITLE: County Administrator
DEPARTMENT: Administrator
REPORT TO: Board of Commissioners

General Summary

The Administrator serves under the direction of the Benzie County Board of Commissioners, implements the directives and policies of the Board, coordinates internal services involving personnel management, financial management, purchasing, grant funding, and performs various research and development activities assigned by the Board. Serves as liaison between department heads, the public, and the Board of Commissioners, and supervises assigned support personnel, maintaining various activity records and preparing related reports.

Financial Duties:

1. Plans, coordinates and submits the proposed annual operating, special revenue fund, and capital budgets to the County Board; oversees the preparation and presentation of periodic fiscal and monitoring reports to the Board; serves as Chief Administrative Officer as defined in the Uniform Budgeting and Accounting Act; monitors all accounts, offices, and departments of the county and works with elected officials and appointed department heads to recommend budget adjustments and changes to the Board as needed. Works jointly with elected officials and appointed department heads in the collection and analysis of information related to the County's finances, and in the preparation of annual budgets.
2. Provides staff assistance to the Board in the formulation of long range financial plans and development and implementation of financial policies. Also assists the Board and Planning Commission in annual and multi-year capital improvement programming. Manages major administrative and other related projects for the Board.
3. Ensures the County's procurement policy is adhered to and assists in the development of requests for proposals.
4. Coordinates, assists in the preparation, and encourages application by departments, commissions, and committees for grant funding.

Other Duties:

1. At the direction of the Board, represents the Board of Commissioners both internally and externally serving as central contact point for Departments and Commissioners, providing information to citizens, coordinating communications with the media and representing the Board in various local, regional, state and federal agencies, organizations, and events. May be required to make public appearances to clarify issues and program requirements during regular and non-regular hours.
2. Supervises the construction, maintenance and repair of all County owned facilities and grounds, excluding the jail/sheriff's office. Manages all communication services. Oversees planning, implementation and operation of information technology systems, including servers, computers, internet, and email. Coordinates with Board Chair on building closing issues such as inclement weather.
3. Maintains a current level of knowledge of public administration and related disciplines through active membership in appropriate professional organizations and through monitoring professional journals/publications. Participates in related training conferences and seminars subject to Board approval. Serves as liaison to other counties through participation in Michigan Association of County Administrative Officers, Michigan Municipal Executives or similar organizations.
4. Serves as liaison to county attorneys as directed by the Chair of the Board and takes the lead on working with legal counsel to resolve legal complaints in order to minimize general liability.
5. Works with Board to develop and annually review the Strategic Plan.
6. Serves as Chief Union Negotiator. Assigned by Board of Commissioners to address and resolve union grievances.
7. Coordinates with County Clerk on preparation of agendas for committees of the Board and attends all Board meetings and other meetings as directed by the Board. The County Clerk prepares agendas for meetings of the board.
8. Provides assistance to the Board and committees to facilitate action on matters requiring their attention such as policy review, contract review, contract negotiations, and liaison with other boards and agencies.
9. Investigates and researches various issues and projects assigned by the Board and reports the results with possible alternatives and recommended courses of action. Including coordinating FOIA and OMA response based on Board policy.
10. Coordinates risk management for the County in coordination with the County Clerk, including interacting with third party carriers and administrators for employee insurance, liability, errors and omissions, fleet, and umbrella coverages. Reviews claims and works with counsel and Board regarding settlement options.
11. Coordinates and assists the Board, elected officials, appointed department heads, committees, and commissions with reports required by state and federal agencies, grants, or other entities.

12. Works to establish a professional working relationship with other similar governmental Administrator's within Benzie County to include but not limited Benzie Bus, Benzie County Road Commission, Medical Care Facility (Maples), Frankfort City Administrator, etc.
13. Responsible for compliance with Human Resource related issues.
14. Develops and maintains a cooperative working relationship with the County Court system.
15. Regularly communicates with Board of Commissioners, elected officials, staff, and the public.
16. Performs a variety of other duties as assigned by the Benzie County Board of Commissioners.

The above statements are intended to describe the general nature and level of work being performed by the Administrator. They are not to be construed as an exhaustive list of all job duties.

QUALIFICATIONS FOR COUNTY ADMINISTRATOR

Education:

Master's degree preferred in Public Administration, Public Finance, Business Administration, Accounting, Human Resources or related fields. A Bachelor's Degree is acceptable with appropriate experience and/or equivalent work and educational background.

Experience:

Five (5) to seven (7) years' experience managing municipal and/or county government, or equivalent managerial/administrative work background. Must have strong skills in recognizing potential impacts of decisions (big picture thinking), budgeting and finance, communications and public relations administration. The individual filling this position must be self-motivated, have strong personal character and be capable of working with a variety of personality types.

Approved by Board of Commissioners July 16, 2013
Revised 3/2/2021

Tammy Bowers

From: Mitch Deisch
Sent: Tuesday, August 3, 2021 8:30 AM
To: Dawn Olney
Cc: Katelyn Zeits; Gregory Hubers; Paul Postal; Bob Roelofs; Rhonda Nye; Tammy Bowers; Kyle Rosa
Subject: FW: Scanned image from MX-3100N
Attachments: sharp@benzieco.net_20210803_153545.pdf

Dawn,

Please add this item to the 8/10/21 agenda under action items.

Thank you.

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

-----Original Message-----

From: sharp@benzieco.net <sharp@benzieco.net>
Sent: Tuesday, August 3, 2021 8:36 AM
To: Mitch Deisch <MDeisch@benzieco.net>
Subject: Scanned image from MX-3100N

Reply to: sharp@benzieco.net <sharp@benzieco.net> Device Name: Benzie Co Admin Device Model: MX-3050N
Location: Administrator Office

File Format: PDF (Medium)
Resolution: 300dpi x 300dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

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<http://www.adobe.com/>



(F)

448 Court Place • Beulah, MI 49617

Memo To: Board of Commission
From: Mitchell D. Deisch, Administrator *MT Deisch*
Date: August 3, 2021
Subject: FOPLC Grievance # 358

Attached is FOPLC grievance # 358.

This grievance has advanced through step 2 and is now before the Labor Subcommittee. For the past 6 years the BOC has appointed the County Administrator to resolve all step 3 grievances.

FOPLC has agreed with granting an extension allowing the BOC to review the recommendation to appoint County Administration to address the grievance.

Recommendation

Motion to appoint the County Administration to serve as the Labor Subcommittee designee regarding step 3 of the FOPLC grievance #358.

**FRATERNAL ORDER OF POLICE
MICHIGAN LABOR COUNCIL**

1457 East 12 Mile Road
Madison heights, MI 48071

Phone: 248-607-9098 Fax: 517-679-5091
Email: labor@mifop.com



GRIEVANCE REPORT FORM

LC Unit: Benzie County - General Employees LC Grievance #: 07-29-21-FOPLC-358

Employer: Benzie County Employer Phone #:

Name of Grievant(s): Matt Weaver Grievant Phone #:

Grievant Address: 2248 Moss Road Classification: Road Patrol Deputy

City, State, Zip: Beulah, MI. 49617

Date Grievance Filed: 07/29/2021 Step Filed At: 1

Type of Grievance: Discipline

Article and Section number of contract violation(s):

Article: Article 9 Section: 9.2: Notice of Discipline, Discharge, or Demotion
The employer agrees that no non-probationary employee will be disciplined or demoted without cause.

Statement of grievance:

On July 29, 2021 at the Benzie County Sheriff's Office, Benzie County Under Sheriff Greg Hubers did knowingly and willingly, suspend without pay, employee/member Matt Weaver for 30 hours without using cause as outlined in the current CBA.

Contract Settlement Requested:

Benzie County Sheriff Employer pay employee member Matt Weaver back his 30 hours of pay. The employer follow the CBA as written.

Signature of FOPLC:

/s/Paul Postal

Electronically Signed and Affirmed This Date: 07/29/2021

Date: 07/29/2021

Employer Representative Served:

Sheriff Kyle Rosa 07/29/2021

Step 2 or Step 3 Response (Circle one):

GRIEVANCE DENIED. PROGRESSIVE DISCIPLINE FOLLOWED WITH CAUSE. 07/30/2021

KC/PM/Kyle Rosa, Sheriff

Step 2. Written Procedure. Within ten (10) calendar days from the Sheriff's answer in the verbal procedure, the complaint shall be reduced to writing, citing the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Sheriff. The Sheriff and the Union representative and grieving party, if requested by the Union representative, shall discuss the grievance in an attempt to resolve the matter. The Sheriff shall place his answer on the grievance form and return it to the Union representative within ten (10) calendar days after the grievance meeting. If the grievance is not satisfactorily settled, it may be advanced according to Step 3.

* [Step 3. Appeal to the County Personnel Committee. Failing to resolve the issue in the second step, the Union shall within ten (10) calendar days of the Sheriff's or his designee's disposition provide a written request, delivered to the County Administrator's Office, addressed to the Labor Committee of the Committee of the Whole to arrange a meeting between the Union and the Labor Committee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, ten (10) calendar days from the time the Union contacts the County unless a longer time is mutually agreed upon. The Labor Committee may designate the county administrator to act in their behalf to hear selected grievances. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Step 4. Request for Arbitration. In the event that the last step fails to settle the grievance, the Union may submit the grievance to arbitration by giving the Employer written notice within thirty (30) days following the Employer's answer.

* [Notwithstanding the provisions above, in the case of a grievance involving a discharge, suspension without pay, or a lay-off, the time limits in steps 1, 2 and 3 shall be five (5) days instead of ten (10) days.

6.2: Selection of Arbitrators. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Michigan Employment Relations Commission (MERC) consistent with their normal procedures. The Employer and the Union shall share the arbitrator's charges for his services and expenses equally. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

6.3: Arbitrator's Powers. The arbitrator shall be limited to the application and interpretation of this Agreement as written. He shall have no power to add to, subtract from, or modify this Agreement in any respect, nor shall he have power to change any classification wage rate, to rule on any claim arising from a decision of a third party carrier, nor shall he have authority to rule upon the exercises of the Employer's rights not specifically abrogated by specific provisions of this Agreement. Further, the

Tammy Bowers

From: Tammy Bowers
Sent: Wednesday, August 4, 2021 1:52 PM
To: Mitch Deisch; Dawn Olney
Cc: Katelyn Zeits; Kyle Rosa; Gregory Hubers; Courtney Gabbara
Subject: RE: New hire Corrections LOU

It has been added

From: Mitch Deisch <MDeisch@benzieco.net>
Sent: Wednesday, August 4, 2021 1:40 PM
To: Dawn Olney <DOlney@benzieco.net>; Tammy Bowers <TBowers@benzieco.net>
Cc: Katelyn Zeits <kzeits@Benzieco.net>; Kyle Rosa <KRosa@benzieco.net>; Gregory Hubers <ghubers@Benzieco.net>; Courtney Gabbara <cgabbara@cstmlaw.com>
Subject: RE: New hire Corrections LOU

Dawn and Tammy,

Can you please add this LOU to the 8/10/21 BOC agenda under action item.

Thank you.

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

From: Kyle Rosa <KRosa@benzieco.net>
Sent: Wednesday, August 4, 2021 1:37 PM
To: Mitch Deisch <MDeisch@benzieco.net>
Subject: RE: New hire Corrections LOU

Mitch,

I would like it as soon as possible. Ella has been working one week already. I just want to alleviate any union problems moving forward if we don't have LOU. I don't anticipate any push back as they are very much liking the experience in the jail. I would hope that this could get on the agenda for Aug. 10.

Thanks

Kyle Rosa, Sheriff
Benzie County Sheriff's Office
Work: (231) 882-4494
Fax (231) 882-5814
krosa@benzieco.net



From: Mitch Deisch <MDeisch@benzieco.net>
Sent: Wednesday, August 4, 2021 1:28 PM
To: Kyle Rosa <KRosa@benzieco.net>; Katelyn Zeits <kzeits@Benzieco.net>
Cc: Dan Smith <dsmith@benzieco.net>; Gregory Hubers <ghubers@Benzieco.net>; Matt Nordfjord <mnordi@cstmlaw.com>
Subject: RE: New hire Corrections LOU

Kyle,

What is your timeframe for implementing the LOU? If it is before 8/27/21, I will need to sign. If it is after 8/27/21, Katie will sign.

I believe this will need to go before the BOC, because it requires Chairperson signature.

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

From: Kyle Rosa <KRosa@benzieco.net>
Sent: Wednesday, August 4, 2021 1:24 PM
To: Katelyn Zeits <kzeits@Benzieco.net>; Mitch Deisch <MDeisch@benzieco.net>
Cc: Dan Smith <dsmith@benzieco.net>; Gregory Hubers <ghubers@Benzieco.net>
Subject: FW: New hire Corrections LOU

Katy, this is the LOU regarding new hire Ella Simmons from Legal counsel. Can you review so it can be moved along.?

Kyle Rosa, Sheriff
Benzie County Sheriff's Office
Work: (231) 882-4494
Fax (231) 882-5814
krosa@benzieco.net



From: Nicole Moles <nmoles@cstmlaw.com>
Sent: Wednesday, August 4, 2021 11:36 AM
To: Kyle Rosa <KRosa@benzieco.net>
Cc: Courtney Gabbara <cgabbara@cstmlaw.com>
Subject: RE: New hire Corrections LOU

Thank you for catching that. Here is the revised LOU.

Nicole A. Moles
Legal Assistant
Cohl, Stoker, & Toskey, P.C.
(517) 372-9000
nmoles@cstmlaw.com

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone (517-372-9000) and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

From: Kyle Rosa <KRosa@benzieco.net>
Sent: Wednesday, August 4, 2021 10:44 AM
To: Nicole Moles <nmoles@cstmlaw.com>
Subject: RE: New hire Corrections LOU

Nicole, the only change I would request is the take out Sheriff's **Department** and exchange for Sheriff's **Office**.

Kyle Rosa, Sheriff
Benzie County Sheriff's Office
Work: (231) 882-4494
Fax (231) 882-5814
krosa@benzieco.net



From: Nicole Moles <nmoles@cstmlaw.com>
Sent: Wednesday, August 4, 2021 10:18 AM
To: Kyle Rosa <KRosa@benzieco.net>
Subject: RE: New hire Corrections LOU

Good morning! No, this was only sent to you. If you would like me to send it to them, I can?

Nicole A. Moles
Legal Assistant
Cohl, Stoker, & Toskey, P.C.
(517) 372-9000
nmoles@cstmlaw.com

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From: Kyle Rosa <KRosa@benzieco.net>
Sent: Wednesday, August 4, 2021 10:05 AM
To: Nicole Moles <nmoles@cstmlaw.com>
Subject: RE: New hire Corrections LOU

This looks great! I will attempt to get it on the agenda for approval. Have you shared this with Katy and the Union?

Kyle Rosa, Sheriff
Benzie County Sheriff's Office
Work: (231) 882-4494
Fax (231) 882-5814
krosa@benzieco.net



From: Nicole Moles <nmoles@cstmlaw.com>
Sent: Tuesday, August 3, 2021 3:49 PM
To: Kyle Rosa <KRosa@benzieco.net>
Cc: Courtney Gabbara <cgabbara@cstmlaw.com>; Matt Nordfjord <mnordi@cstmlaw.com>
Subject: New hire Corrections LOU

Good afternoon Sheriff,

Attached please find the LOU with POAM regarding the above matter.

Thank you,

Nicole A. Moles
Legal Assistant
Cohl, Stoker, & Toskey, P.C.
(517) 372-9000
nmoles@cstmlaw.com

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LETTER OF UNDERSTANDING

BETWEEN

COUNTY OF BENZIE

AND THE

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

**Re: ADJUSTMENT TO PAY SCALE FOR SPECIAL DEPUTY—
CORRECTIONS**

WHEREAS, the parties are signatories to a Collective Bargaining Agreement with a term of October 1, 2018 through September 30, 2021 (the “CBA”);

WHEREAS, the Employer wishes to hire candidate Ella Simmons, effective July 25, 2021 (“Hire Date”), to work full-time at the County of Benzie Sheriff’s Office-Corrections Unit; and

WHEREAS, the CBA is silent regarding the ability for the Employer to start experienced full-time employees at a payrate higher than the base (starting) pay outlined in ARTICLE XXVI WAGES; however, based on Ella Simmons’ previous law enforcement experience and to avoid the potential for a dispute, the parties agree to the placement of candidate Ella Simmons as a new hire at the third step (Year 3) of the current wage scale, effective the first pay-period following Ella Simmons’ Hire Date; and

NOW THEREFORE, the parties agree as follows:

1. The Employer wishes to hire candidate Elle Simmons effective July 25, 2021, to work full-time at the County of Benzie Sheriff’s Office-Corrections Unit.
2. The parties agree that based on Elle Simmons’ previous law enforcement experience, Elle Simmons shall be paid the hourly rate as a new hire beginning at the third step (Year 3) of the current wage scale, effective the first pay-period following Ella Simmons’ Hire Date.

3. All other terms of the CBA between the parties will govern the terms and conditions of employment for Elle Simmons.

4. It is expressly understood that this LOU will be without precedent or prejudice for any future circumstances.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives agree to the above and execute this LOU.

EMPLOYER:

UNION:

Chair, Benzie County Commission Date

Date

Benzie County Administrator Date

APPROVED AS TO FORM FOR COUNTY OF BENZIE:	
COHL, STOKER & TOSKEY, P.C.	
By:	COURTNEY A. GABBARA
On:	August 4, 2021

G

Dawn Olney

From: Thomas King
Sent: Tuesday, August 3, 2021 3:28 PM
To: Dawn Olney; Mitch Deisch; Katelyn Zeits
Subject: Iron Man-BCEMS Letter of Understanding
Attachments: BCEMS-World Triathlon LOU for EMS coverage.pdf; LOU BCEMS-Iron Man.pdf

Dawn, I need to add this LOU to the BOC meeting next week so I can get it signed.

Thanks,

Thomas M. King
Director of Benzie County EMS
tking@benzieco.net
231-383-5779

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BENZIE COUNTY EMS

Thomas M. King
Director of Operations
448 Court Place
Beulah, MI 49617
231-383-5779
tking@benzieco.net

August 3, 2021

Benzie County Board of Commissioners

Iron Man/BCEMS LOU

Earlier in the spring EMS began working with Iron Man on a LOU, it was drafted and approved by legal, sent to Iron Man for their signature, earlier this week returned and again sent to Legal for final review and approval/support of the LOU. Our involvement has been discussed within the EMS Advisory Committee as well. Date of event is September 12, 2021 and needs final signature by the county. The LOU is written so EMS will recoup all expenses incurred without profiteering from World Triathlon Corporation.

Respectfully.

Thomas M. King

Thomas M. King
Director of Operations

LETTER OF UNDERSTANDING BETWEEN Benzie County EMS. AND WORLD TRIATHLON CORPORATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the County of Benzie, on behalf of the Benzie County EMS ("Benzie County EMS"), a municipal corporation and political subdivision of the State of Michigan and World Triathlon Corporation, 3407 W. Drive Martin Luther King Jr. Blvd, Suite 100, Tampa, FL 33607 ("Ironman")

Services Provided by Benzie County EMS. Benzie County EMS shall provide emergency medical stand-by services in conjunction with the 2021 Ironman ("Race") being held on Sunday September 12, 2021 in Benzie County, Michigan. The services provided by Benzie County EMS under this Letter of Understanding are limited to the provision of up to three fully equipped, appropriately staffed ALS Ambulances. The parties recognize and agree that Benzie County EMS may need to use one of the dedicated ambulances for emergency calls during the Race. However, Benzie County EMS agrees to maintain three dedicated ambulances during the swim portion of the race and the Benzie County EMS Director will remain at the incident command for the duration of the Race. Benzie County EMS shall at all times use its best efforts to respond to all requests for emergency medical services through mutual aid agreements or otherwise.

Further, it is understood between the parties that Benzie County EMS's prevailing fee for service structure, as approved by the EMS Advisory Board, shall apply, and will be billed by Benzie EMS to patients treated and/or transported by Benzie EMS in conjunction with the event. Payment for such billed services shall be the responsibility of individual patients.

Payment of Benzie EMS by Ironman. Ironman agrees to pay Benzie EMS fees for the anticipated standby services associated with the Race as invoiced by Benzie EMS. It is understood between the parties that actual services provided by Benzie EMS may differ from the anticipated services. Benzie County EMS will only bill Ironman for the time and number of EMS units actually engaged in covering the event throughout the day. Payment is due and payable within thirty (30) days from the date of invoice.

Term and Termination. The term of this Letter of Understanding shall be for Sunday September 12, 2021. All subsequent arrangements for like services shall be addressed on an individual basis. This Letter of Understanding may be terminated by either Benzie EMS or Ironman with no less than one (1) day written notice to the other party.

Coverage Dates/Times	ALS Vehicle Requirements	Anticipated ALS Unit Time	Vehicle Cost Per Hour	Anticipated TOTAL FEE
Sunday, September 12, 2021 7:00 a.m. to 6:30 p.m. Crews arrive: 7:30 a.m. Location: Swim Start location**	First (1 st) fully staffed & equipped ALS Unit	11.5 hours	\$165.00 per hour	\$1,897.50
Sunday, September 12, 2021 7:00 a.m. to 6:30 p.m. Crews arrive: 7:30 a.m. Location: Swim End location**	Second (2 nd) fully staffed & equipped ALS Unit	11.5 hours	\$165.00 per hour	\$1897.50
Sunday, September 12, 2021 7:00 a.m. to 6:30 p.m. Crews arrive: 7:30 a.m. Location: Elberta Extraction Point**	Third (3 rd) fully staffed & equipped ALS Unit	11.5 hours	\$165.00 per hour	\$1897.50
Sunday, September 12, 2021 6:30 a.m. to 6:30 p.m. Arrive time: 6:30 a.m.	EMS Director Operations Command and Main St. Med Tent	12 hours	\$75.00 per hour	\$900.00

ANTICIPATED STANDBY SERVICES COST: 6,592.50				
Location (For all contracted dates/times): Please see above				
(**) Units will be mobile to specified race route points after all swimmers are confirmed out of the water.				

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

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 97-112, 87 Stat 355, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

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

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

Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Northern Division.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding on the dates set forth below:

County of Benzie

By: _____

Date: ____/____/____.

WORLD TRIATHLON CORPORATION

By:  _____

Date: 7/30/21

Approved as to Form for County of Benzie:
COHL, STOKER & TOSKEY, P.C.

By: Sarah K. Osburn

On: August 2, 2021

Commissioner Reports

Art Jeannot
Commissioner Report
August 10, 2021

- Participated in 5 meetings on behalf of the County since our July 27th meeting.
- **8/2 Counsel of Governments –**
 - Discussion regarding ARPA funds and how participating counties may use them. Some counties are in the process of making decision while others are taking the same approach as Benzie County.
 - Networks Northwest has applied for a grant to assist MI Counties develop a needs study for broadband. The county would need to participate financially using a match of 20% to fund the study. This is still being developed by Networks Northwest.
 - Townships were given an extension to apply for ARPA funds. No specific deadline was established as of August 2nd.
- **8/2 Networks Northwest –** A presentation was held regarding financial performance of the agency, Regional Health Care Coalition, Ironman competition and opioid crisis.
 - Networks Northwest was awarded a \$1.2M grant to help with the opioid crisis through professional counseling.
- **8/5 Platte Township –** Township has applied for ARPA funds. Use of funds have not been decided. Paul Soma (Supervisor) will contact Katie Zeits to attend a future meeting. The “Joint Planning Commission” has selected SRP Designs to update their master plan.
- **8/5 Lake Township –** Township has applied for ARPA funds. Use of funds has not been decided. I have agreed to ask Katie Zeits to contact Anna Grobe (Supervisor) for a meet and greet.
- **8/9 Almira Township –** I will provide any relevant information at the BOC meeting.
- **Other –** I met with Benzie County Road Commission to discuss speed limit postings on M22 in Lake Township. The request is to lower the limit to 35MPH. I was joined by Matt Skeels (BCRC), Dan Wagoner (MDOT), Anna Grobe (Lake Township). This was as a result of a petition signed by 50+ property owners on that stretch of road. Thanks to Matt for inviting in MDOT on that discussion. Lake Township and the Sheriff's office have agreed to write letters of support.

Charter Announces \$5 Billion Initiative to Connect Unserved Americans

February 05, 2021



Investing \$5 Billion to Connect Unserved Homes and Businesses to Reliable, High-Speed Broadband

Every American deserves access to reliable, high-speed broadband – and Charter is committed to being part of the comprehensive solution needed to address two important gaps: those who have *no access* to broadband services and those who *have not adopted* broadband service. We recognize the importance of the services we provide to families, businesses, and communities across America, and remain committed to expanding connectivity and bringing more people online.

A recent report from the Federal Communications Commission shows that 14.5 million Americans remain unserved – unable to access high-speed broadband service. About 11 million of them live in rural areas. To help close the broadband access gap, **Charter has announced a [\\$5 billion dollar investment](#) to connect more than a million currently-unserved, mostly rural families and small businesses to reliable broadband service with speeds of up to 1 gigabit per second.**

“The pandemic has further highlighted the need for broadband availability and adoption and Charter is committed to furthering its efforts as part of the comprehensive solution needed to address these challenges. As Americans across the country increasingly rely on broadband to work, learn, access healthcare and stay in touch with family and

loved ones, bringing broadband access to more unserved areas should be a priority for all stakeholders.

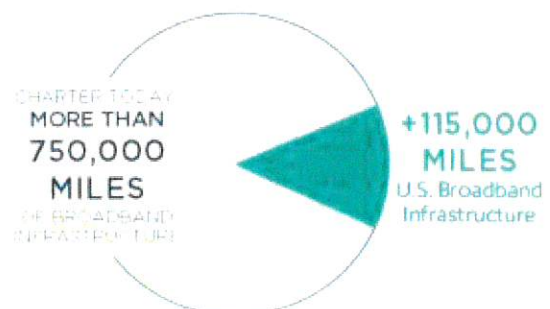
Charter’s new multibillion-dollar buildout initiative further highlights the importance of the sophisticated broadband networks that the U.S. cable industry has built over several decades, and the industry’s commitment to the local communities it serves. As we continue to help provide more Americans with reliable access to the internet ecosystem, our hope is that federal, state and local authorities, other private companies, pole owners and broadband providers will work together and play a pivotal role in expanding networks to unserved areas.”

– Tom Rutledge, Chairman and CEO of Charter Communications

\$4 of every \$5:
**PRIVATE CAPITAL
INVESTED BY CHARTER**

Charter expects to invest approximately \$5 billion to support this infrastructure expansion, offset by \$1.2 billion in support won in the Rural Digital Opportunity Fund auction. Thanks to this public-private partnership, Charter will reach many more homes and small businesses than it otherwise would have because of the high costs to reach these areas. This expansion will be in addition to Charter’s ongoing annual investments in infrastructure and technology.

EXPANDING TO CONNECT UNSERVED AMERICANS



Charter will also add significant resources to our construction department focused solely on **adding nearly 115,000 miles of new network infrastructure** to our more than 750,000 existing miles. We also plan to **hire more than 2,000 employees and contractors** to support the expansion. Charter employees already earn more than double the federal minimum wage and we're increasing it so that **every employee earns at least \$20 per hour in 2022.**

Funding rural broadband deployment is one part of solving the deployment gap, but there are also many federal and state legislative and regulatory fixes that can increase the speed and reach of rural network expansions. Broadband deployments are dependent on a variety of external factors, including when necessary state applications and permits are approved and the speed of the make-ready and utility pole permitting and attachment processes. With fewer homes and businesses in rural areas, broadband providers need to access multiple poles per home, as opposed to multiple homes per pole in higher-density settings. As a result, pole applications, pole replacement rules, pole rental fees and the issues and disputes arising from them are all factors that can have a significant impact on build-out timing and speed to completion. We continue to work with elected officials and regulators at the local, state, and federal levels to reduce the obstacles to deployment and expedite connectivity for those who lack broadband.

By deploying high-speed broadband service to more people, we are empowering them to thrive in the 21st Century, regardless of whether they live in a small town or an urban center. That drives economic growth and powers opportunity – leading to a stronger, more equitable economy. With this new multi-year, multi-billion-dollar investment, we are excited to do our part to increase opportunity by continuing to help close the broadband access gap.

Broadband internet access is more important than ever to education, employment, healthcare, and daily life. Yet tens of millions of households and businesses – especially among vulnerable communities and in rural areas – still lack access or have not adopted broadband internet service.

www.spectrumruralexpansion.com
allows interested individuals the ability to determine whether their state will be part of the RDOF buildout.

It also determines if the prospective customer's address is currently serviceable, and if so, redirects immediately to spectrum.com.

As the buildout progresses and more information becomes available, the site will be updated and we'll keep customers informed via proactive communications (SMS/email). Construction is scheduled to begin in some states by late 2021, with the entire buildout estimated to be completed by 2027 in most states with some states finalizing construction in early 2028.

County Administrator Report

Committee Of The Whole

THE BENZIE COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
July 27, 2021

The Benzie County Board of Commissioners met as a Committee of the Whole on Tuesday, July 27, 2021, 448 Court Place, Government Center, Beulah, Michigan.

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

Present were: Commissioners Jeannot, Markey, Miller, Nye, Roelofs (1:32 pm), Sauer and Warsecke

The Pledge of Allegiance was recited.

Agenda:

Motion by Warsecke, seconded by Markey, to approve the agenda as amended, adding Rebecca Hubers under Technology. Ayes: Jeannot, Markey, Miller, Nye, Sauer and Warsecke Nays: None Exc: Roelofs Motion carried.

Minutes:

Motion by Sauer, seconded by Miller, to approve the Committee of the Whole minutes of July 13, 2021 as presented. Ayes: Jeannot, Markey, Miller, Nye, Sauer and Warsecke Nays: None Exc: Roelofs Motion carried.

1:32 p.m. Public Input – None
Comm Roelofs arrives.

Human Resources: None

Technology: Rebecca Hubers gave an update on the technology in the board room. All equipment is installed; when Katie returns, she will be taking over the running of the system; Katie will be upgrading the Zoom capability as well.

Buildings & Grounds:

- a. Meeting Room Use Policy: Motion by Miller, seconded by Warsecke, to recommend to the Board of Commissioners to adopt the Amended Meeting Room Use Policy as presented. Ayes: Jeannot, Markey, Miller, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Finance:

- a. Budget Amendment – Jail Medical: Motion by Roelofs, seconded by Warsecke, to recommend to the Board of Commissioners to amend the 2020-21 Jail fund budget as requested:

Increase:

213-351-935.00	Jail Medical	\$16,600.00
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Decrease:

213-351-702.12	Wages – Deputy Corrections	\$ 4,850.00
213-351-707.16	Wages – Deputy	2,250.00
213-351-702.17	Wages – Deputy	6,500.00
213-351-702.18	Wages – Deputy	1,500.00
213-351-702.02	Wages – Deputy	<u>1,500.00</u>

Committee of the Whole

Page 2 of 4

July 27, 2021

\$16,600.00

Ayes: Jeannot, Markey, Miller, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

- b. Budget Amendment – Jail Medical: Motion by Roelofs, seconded by Miller, to recommend to the Board of Commissioners to amend the 2020-21 Jail fund budget as requested:

Increase:

213-000-691.00	Budgeted Use of Fund Balance	\$22,000.00
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Decrease:

213-000-390.00	Fund Balance – Jail	\$22,000.00
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Ayes: Jeannot, Markey, Miller, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

- c. Budget Amendment – Jail Medical: Motion by Roelofs, seconded by Miller, to recommend to the Board of Commissioners to amend the 2020-21 Jail fund budget as requested:

Increase:

213-351-834.00	Jail Medical	\$22,000.00
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Decrease:

213-000-691.00	Budgeted Use of Fund Balance	\$22,000.00
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Ayes: Jeannot, Markey, Miller, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

- d. Amendment – Building Dept: Motion by Jeannot, seconded by Sauer, to recommend to the Board of Commissioners to amend the 2020-21 Building Dept fund recognizing revenue as requested:

Increase:

249-373-479.00	Permit Fees – Mechanical	\$12,000.00
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249-375-479.00	Permit Fees – Electrical	<u>\$15,000.00</u>
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\$27,000.00

Increase:

249-373-800.00	Contracted Services – Mechanical	\$12,000.00
----------------	----------------------------------	-------------

101-648-687.00	Contracted Services – Electrical	<u>\$15,000.00</u>
----------------	----------------------------------	--------------------

\$27,000.00

Ayes: Jeannot, Markey, Miller, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

- e. Budget Amendment – Medical Examiner: Motion by Sauer, seconded by Warsecke, to recommend to the Board of Commissioners to amend the 2020-21 General fund Medical Examiner budget as requested:

Increase:

101-648-687.00	ME Refunds & Rebates	\$2,000.00
----------------	----------------------	------------

101-648-970.00	ME Equipment	<u>\$2,000.00</u>
----------------	--------------	-------------------

\$4,000.00

Increase:

101-648.687.00	ME Refunds & Rebates	\$2,000.00
----------------	----------------------	------------

101-648-970.00	ME Refunds & Rebates	<u>\$2,000.00</u>
----------------	----------------------	-------------------

\$4,000.00

Committee of the Whole

Page 3 of 4

July 27, 2021

Ayes: Jeannot, Markey, Miller, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

2:32 p.m. Public Input

Rebecca Hubers stated that the Jail medical is some serious stuff; they are getting really sick people placed in the jail.

2:34 p.m. Public Input Closed

Motion by Roelofs, seconded by Miller, to adjourn at 2:35 p.m. Roll call. Ayes: Jeannot, Markey, Miller, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Rhonda Nye, Vice Chair (BOC)

Dawn Olney, Benzie County Clerk

Committee of the Whole

Page 4 of 4

July 27, 2021

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

1. To adopt the Amended Meeting Room Use Policy as presented.
2. To amend the 2020-21 Jail fund budget as requested in the amount of \$16,600.00.
3. To amend the 2020-21 Jail fund budget as requested in the amount of \$22,000.00.
4. To amend the 2020-21 Jail fund budget as requested in the amount of \$22,000.00.
5. To amend the 2020-21 Building Dept fund recognizing revenue as requested in the amount of \$12,000.00.
6. To amend the 2020-21 General fund Medical Examiner budget as requested in the amount of \$4,000.00.

Committee Appointments

Dawn Olney

From: Steve Adams <btfd58@gmail.com>
Sent: Tuesday, August 3, 2021 12:06 PM
To: Dawn Olney
Subject: Steve Adams Letter of Interest Benzie County EMS Advisory Committee
Attachments: EMS Application 08032021.docx; Letter of interest 08032021.pdf

Benzie County Clerk Dawn Olney,

Please find attached a Appointment Application and Letter of Interest to the Benzie County EMS Advisory Committee, from Steve Adams.

If anything further is needed, for this process please inform me via email btfd58@gmail.com or cell 231-342-2837

Thank you,
Steve Adams
08/03/2021

Sent from [Mail](#) for Windows 10

APPOINTMENT TO BOARD, COMMISSIONS AND AGENCIES

APPLICATION

DATE: 08/03/2021

Name: Steve Adams

Address (including PO Box): 7781 King Rd Benzonia, MI 49616

County District: Joyfield Home Telephone: 231-342-2837

Occupation: Firefighter/EMT-B Business Telephone: 231-882-4411

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

1. EMS Advisory Committee

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

I have experience in both providing EMS service to the residents of Benzie County and directing a Basic Life Support Agency and a Medical First Response Agency. I also worked for Benzie County EMS for seven years from 2007-2014. I would like to use my EMS experience, for the EMS Advisory Committee to help with providing a quality EMS/ALS service, in Benzie County.

PLEASE ATTACH A CURRENT OR UPDATED RESUME OR LETTER OF INTEREST

This application with resume' attached must be returned to:

BENZIE COUNTY CLERK

448 COURT PLACE

BEULAH, MI 49617

1/8/14

Letter of Interest to the EMS Advisory Committee

Steve Adams
7781 King Rd
Benzonia, MI 49616

August 3, 2021

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

Benzie County Clerk,

I would like to express my interest of be appointed to the Benzie County EMS Advisory Committee. My experience includes being a State of Michigan certified firefighter and a State of Michigan licensed Emergency Medical Technician. I would like to use my experience, in helping the EMS Advisory Committee provide a quality EMS/ALS service to the residents of Benzie County. I look forward to the opportunity to serve the EMS Advisory Committee and thank you for your time and consideration.

Sincerely,



Steve Adams
08/03/2021

RECEIVED

AUG 03 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

**1-Benzie Transportation Authority -- formed 4/18/2006; 3rd Tues @ 5:30 Even Months
reduced to 7 - Feb 2017 -- 3 year terms**

John P. Morse	10/8/19	10/08/19	04/30/22
Amy Herczak	02/18/14	05/12/20	04/30/23
Anne Noah		04/28/20	04/30/23
Jennifer Kolinske	4/11/17	03/13/19	04/30/22 Res 5/25/21
Susan Kirkpatrick	4/28/15	04/24/18	04/30/21
Jeffery Pataky	10/27/20	10/27/20	04/30/23
Irene Nugent	6/23/2020	06/23/20	04/30/21
Evan Warsecke -- Liaison		01/26/21	12/31/21

Benzie Transportation Committee Interview Questions

Thursday July 29, 2021

Candidate name:

1. Please take a few minutes to introduce yourself to the Interview panel.
2. Why have you applied for the transportation committee and what specific skills do you possess that you believe will be beneficial to the transportation committee?
3. Please describe your definition of volunteerism or community service?
4. Since you are applying for the position, we are assuming that you have some general knowledge of the transportation committee. What is one specific area that you believe needs to be addressed and what practical solutions would you offer to address this area?
5. Do you have any questions for the interview panel?

Thank you for your time today and for your continued interest in the transportation committee and Benzie county.

Thursday, July 29, 2021

Interview Team: Roelofs, Nye, Markey, Morse, Deisch

Benzie Transportation Authority -3 Position

1 to Fill Vacancy until 4/30/2022

2 Full Term expire 4/30/2024

9:00 Christopher Kitchen

9:30 Jeannette Feeheley

10:00 Dorene Strang

DAWN OLNEY
BENZIE COUNTY CLERK

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

August 11, 2021

Jeannette Feeheley
PO Box 1570
Frankfort, MI 49635

Dear Jeannette:

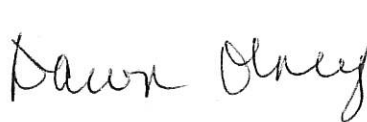
At the regular meeting of the Benzie County Board of Commissioners held on Tuesday, August 10, 2021, the Board appointed you to the vacant seat on the Benzie Transportation Authority.

Since this is a partial term, your term will expire on April 30, 2024.

The Board of Commissioners would like to thank you for your interest and willingness to serve on this board.

Please stop by the office at your convenience during regular business hours to take the Oath of Office prior to your next meeting.

Sincerely,



Dawn Olney
Benzie County Clerk

APPOINTMENT TO BOARD, COMMISSIONS AND AGENCIES
APPLICATION

DATE: July 15, 2021

Name: Jeannette Feeheley

Address: Home: 1917 Crystal Drive on M-22 on Crystal Lake
Lake Township, Frankfort School District, zip code 49635
Mail: P O Box 1570, Frankfort MI 49635

County District: Lake Township Home Phone: 231.352.6295

Occupation: Retired (please see resume) Business Phone: None

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

1. Position on the Board of Directors, Benzie Transportation Authority (Benzie Bus)

Please state your interest, experience and/or education that would relate to your serving on the above-named organization:

I am a grateful, if infrequent, user of Benzie Bus. When first proposed, I did not support the concept of such a large public-service transportation provider to be funded through local millage and state and federal monies. At the time, I thought that Benzie County residents and taxpayers would be better served by a smaller taxi-cab type service. However, once established, I have been impressed by the administration and staff of this organization and the public support it continues to receive. I have also been impressed with the organization's desire to answer needs requested by Benzie County residents. I, myself, brought a suggestion to headquarters in 2017 about prescription delivery services, pointing out that the many residents who live alone cannot timely obtain needed prescriptions if they are too ill or unable to drive, as there is no local pharmacy delivery service. Soon after, Benzie Bus contacted local pharmacies and worked out a plan to meet this need. I was soon asked and agreed to serve on the Local Advisory Committee.

I am not a public transportation expert but I have had the helpful experience of growing up in Louisville, Kentucky, which had a healthy bus system that all my family used, as did most of the City's population at the time. I've seen it work. I've also seen that, while many Benzie Buses drive with only one or several passengers at a time, making the size of the buses seem rather large for the need, the grants needed to fund this operation have many requirements that make specific size-tailoring difficult. Also, my previous career experience monitoring state government taught me that compromise to achieve the best possible, if not perfect, outcome is generally necessary when tax money is involved, especially when there are multiple jurisdictional sources.

Serving on the Benzie Bus Local Advisory Committee for several years, I've learned the extent to which senior citizens, middle and high school students with transportation needs outside school bus scheduling, the disabled, the visually impaired, and those unable to drive for various reasons -- rely on Benzie Bus. I'd like to help Benzie Bus become the kind of public transportation service that appeals to all residents so that it can continue to exist, serve well, and be fiscally responsible to the local taxpayer.

PLEASE ATTACH A CURRENT OR UPDATED RESUME OR LETTER OF INTEREST.
So attached. Thanks for your consideration.

RECEIVED

JUL 15 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Jeannette Feeheley

Residence: 1917 Crystal Drive, Lake Twp.
Mailing: P O Box 1570
Frankfort MI 49635-1570

231.352.6295

Email: jeannettefeeheley@gmail.com



EMPLOYMENT HISTORY:

1982-99: Founder & President, Capitol City Services, Inc., Lansing MI

Founded and operated government-monitoring business with small payroll. Monitored & provided reports on various activities of Michigan State Government of interest to clients. Coverage included all three branches of Michigan State Government, including Committee meetings and Sessions of the Michigan Legislature, administrative law hearings and case proceedings before state regulatory bodies, meetings and decision-making processes of various Commissions, such as the Natural Resources Commission, Michigan Public Service Commission, etc. Clientele were small and large-sized businesses and some associations. Sold the business in 1999 and retired.

1982: Lansing Coordinator, statewide ballot issue campaign in Michigan (temporary position).

1980-82: Assistant Press Secretary for a Senate Caucus of the Michigan Legislature.

1976-79: Public Relations Director, The Rehabilitation Institute & Easter Seal Society of Orange County, CA, A large medical rehabilitation facility & its fund raising arm.

1969-76: Free Lance Writer, various venues, while stay-at-home mom for two children.

1968-69: Fourth Grade teacher, Immaculate Conception Elementary School, Dayton, Ohio.

1967: Media specialist, Fessel, Siegriedt & Moeller Advertising Agency, Louisville, KY.

MEMBER OF VARIOUS BOARDS & RECENT VOLUNTEER HISTORY:

Dec. 2017-Current: Appointed to and currently serving on the Local Advisory Committee, (Benzie Bus Transportation Authority).

2002-2014: Founder & President, Citizens for Access to the Lakeshore (CAL):

Established 501 (c) (4) citizens organization in response to public concern about proposed restrictions of public access to Sleeping Bear Dunes National Lakeshore in northwest Michigan. Recruited membership, Board members, donors, etc. CAL's advocacy was successful in organizing and presenting local input backed up with research and evidence. Over time, the National Park Service responded by implementing almost all CAL's requests in its 2009 adoption of a new General Management Plan for the Park, including protection of the county roads from previously planned closure. An Act of Congress was then required for final implementation, and CAL headed up the advocacy effort, testifying several times in Washington, D.C. Public Law 118-37 was passed with bipartisan support in May, 2014, and signed into law.

2020-Current: President, Frankfort Chapter EY, P.E.O., Women's Philanthropic Organization

2000-2004: Board of Directors Periwinkle Garden Club of Frankfort MI.

2000-2004: Captain, Ladies Fleet (Dinghy Sailboat Racing), Crystal Lake Yacht Club, Frankfort MI.

2000-Current: Member of Paul Oliver Memorial Hospital Auxiliary

1995-Current: Member, Crystal Lake & Watershed Association.

2001: Co-Chair Scholarship Fund: Alumnae effort that established and endowed a scholarship in honor of a revered, retired teacher at Presentation Academy, a high school for girls in Louisville KY.

2003-2006: President, Board of Directors, Hidden Lake Villas Condominium Association, Largest condominium association in the Park Shore area of Naples, Florida. I sold the condo in 2015 after my husband Jack died and I ceased wintering in Florida.

EDUCATION: Bachelor of Arts Degree, Journalism/Liberal Arts, University of Dayton, OH, 1967.

APPOINTMENT TO BOARD, COMMISSIONS AND AGENCIES

APPLICATION

DATE: July 15, 2021

Name: Jeannette Feeheley

Address: Home: 1917 Crystal Drive on M-22 on Crystal Lake
Lake Township, Frankfort School District, zip code 49635

Mail: P O Box 1570, Frankfort MI 49635

County District: Lake Township

Home Phone: 231.352.6295

Occupation: Retired (please see resume) Business Phone: None

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

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PLEASE ATTACH A CURRENT OR UPDATED RESUME OR LETTER OF INTEREST.
So attached. Thanks for your consideration.

RECEIVED

JUL 19 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Jeannette Feeheley

Residence: 1917 Crystal Drive, Lake Twp.
Mailing: P O Box 1570
Frankfort MI 49635-1570

231.352.6295

Email: jeannettefeeheley@gmail.com



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EDUCATION: Bachelor of Arts Degree, Journalism/Liberal Arts, University of Dayton, OH, 1967.

DAWN OLNEY
BENZIE COUNTY CLERK

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

August 11, 2021

Chris Kitchen
6403 Hardwood Drive
Lake Ann, MI 49650

Dear Chris:

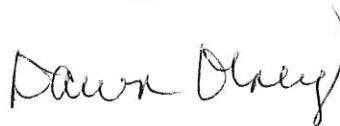
At the regular meeting of the Benzie County Board of Commissioners held on Tuesday, August 10, 2021, the Board appointed you to the Benzie Transportation Authority.

This is a three-year term and will expire on April 30, 2024.

The Board of Commissioners would like to thank you for your interest and willingness to serve on this board.

Please stop by the office at your convenience during regular business hours to take the Oath of Office prior to your next meeting.

Sincerely,



Dawn Olney
Benzie County Clerk

APPOINTMENT TO BOARD, COMMISSIONS AND AGENCIES

APPLICATION

DATE: 10 June 2021

Name: Christopher Kitchen

Address (including PO Box): 6403 Hardwood Drive, Lake Ann, MI 49650-9778

County District: I Home Telephone: 231-883-9258

Occupation: Enterprise IT Architect Business Telephone: 231-935-2246

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

1. Benzie Bus Board of Directors

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

As a publicly-funded transportation system, Benzie Bus is an important and necessary
resource for our community. My interest in serving on the board is driven by a desire to
serve our community. The Board of Directors is essential to ensuring accountable stewardship,
fiscal responsibility, and customer focus.

PLEASE ATTACH A CURRENT OR UPDATED RESUME OR LETTER OF INTEREST

This application with resume' attached must be returned to:

BENZIE COUNTY CLERK
448 COURT PLACE
BEULAH, MI 49617

RECEIVED

JUN 30 2021

1/8/14

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

CHRISTOPHER KITCHEN

6403 Hardwood Drive
Lake Ann, Michigan 49650-9778

E-mail: droidkitch@gmail.com
Cell: 231-883-9258

SUMMARY OF QUALIFICATIONS

- Proven record as a confident, approachable, and natural leader with over 20 years of experience in healthcare settings
- Analytical problem solver with a critical thinking approach to delivering improved productivity, efficiency, and customer service
- Demonstrated ability to manage multiple priorities and embrace new challenges in a demanding, fast-paced environment
- Excellent communication and interpersonal skills, and a proven ability to work collaboratively with diverse groups and establish ongoing relationships
- Extensive knowledge in design, implementation, maintenance, and support of clinical software applications and electronic health records

PROFESSIONAL EXPERIENCE

Enterprise Architect

7/2017 to present

Munson Healthcare, Traverse City MI

- Contributes program-level leadership to large, complex projects and ensures the success of enterprise-level applications for an award-winning health system comprised of 9 hospitals
- Develops architectural approaches, conducts business reviews, documents current systems, and develops recommendations for strategic and tactical planning of clinical applications, with extensive knowledge and experience with clinical software
- Oversees the ongoing maintenance and installation of clinical software code upgrades
- Collaborates with vendor sales and engagement teams to evaluate software needs, delineate scope of services, and review contracts
- Strengthened a formal change control process to ensure all application changes in production systems are properly vetted and coordinated with other projects, utilizing the Information Technology Infrastructure Library (ITIL) framework
- Conceptualized a technical architecture plan for telehealth video visits for over 1,300 ambulatory clinic users in response to the COVID-19 pandemic

Systems Architect/Team Lead

11/2011 to 6/2017

Munson Medical Center, Traverse City, MI

- Directed teams of 5-6 application analysts supporting clinical applications
- Served as technical lead or project lead for several clinical application projects
- Participated with project, departmental, and clinical leadership in operational and capital project planning, prioritization, and resource allocation for clinical applications
- Engaged with multidisciplinary, hospital-wide process improvement teams
- Collaborated with vendor engagement and consulting teams as a client integration architect to coordinate project plans, resource allocation, testing, implementation, and support
- Served as a liaison and an escalation contact for clinicians, nursing, and ancillary departments regarding application project requests and system support issues
-

Senior Systems Analyst/Team Lead

8/2010 to 10/2011

Munson Medical Center, Traverse City, MI

- Directed a team of 5 application analysts supporting clinical applications
- Collaborated with interdisciplinary teams in the development and implementation of electronic health records (EHR) and other clinical application solutions

RECEIVED

JUN 30 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

- Served as a liaison to nursing, respiratory care, and rehabilitation departments regarding application project requests and system support issues

Clinical Applications Systems Analyst**3/2006 to 7/2010**

Munson Medical Center, Traverse City, MI

- Coordinated in the requirement definition, design, build, implementation, testing, and system optimization of clinical application software
- Participated in the ongoing maintenance and support of new and established clinical applications, including after-hours/on-call support

Respiratory Quality Assurance/Educator**10/2000 to 2/2006**

Munson Medical Center, Traverse City, MI

- Served as the departmental lead for the integration of respiratory care with clinical application software
- Provided staff training and education on use of Cerner PowerChart
- Initiated and performed departmental quality assurance and process improvement activities following implementation of Cerner PowerChart
- Collaborated in the development of policies, procedures, therapist-driven protocols, and clinical pathways utilizing an evidence-based approach with clinical and operational leaders

PROFESSIONAL MEMBERSHIPS AND HONORS

Healthcare Information and Management Systems Society (HIMSS)	2007 to Present
Munson Healthcare's James Stephen II Memorial Quality Award	2007, 2014
Past President, Michigan Society for Respiratory Care	2004-2005
Omicron Delta Kappa: The National Leadership Honor Society	Initiated 1997

CERTIFICATIONS/REGISTRATIONS

Lean Six Sigma Green Belt Certified by the Lean Six Sigma Corporation	4/2016
Registered Respiratory Therapist (RRT) by the National Board for Respiratory Care (# 69609)	12/1997

EDUCATION

University of Illinois at Chicago	
Pursuing M.S. in Health Informatics with a concentration in Health Data Science	8/2020 to present
Anticipated graduation date: Fall 2023	
Ferris State University, Big Rapids, MI	
B.S. in Health Care Systems Administration (With Distinction)	1999
A.A.S. in Respiratory Care (With Distinction)	1997

DAWN OLNEY
BENZIE COUNTY CLERK

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

August 11, 2021

Dorene Strang
13343 Homestead Road
Beulah, MI 49617

Dear Dorene:

At the regular meeting of the Benzie County Board of Commissioners held on Tuesday, August 10, 2021, the Board appointed you to the Benzie Transportation Authority.

This is a three-year term and will expire on April 30, 2024.

The Board of Commissioners would like to thank you for your interest and willingness to serve on this board.

Please stop by the office at your convenience during regular business hours to take the Oath of Office prior to your next meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dawn Olney", with a stylized flourish at the end.

Dawn Olney
Benzie County Clerk

APPOINTMENT TO BOARD, COMMISSIONS AND AGENCIES

APPLICATION

DATE: 7/26/2021

Name: Dorene Strang

Address (including PO Box): 13343 Homestead Rd Beulah, MI 49616

County District: Benzie

Home Telephone: 231-882-3483

Occupation: Disabled

Business Telephone: 231-871-0623

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

1. Benzie Transportation Authority

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

I am interested in applying for this board because of my love for Benzie Bus and the length of time I have been riding. I have been riding since 2009. I have a college degree in Applied Sciences which would help me with any of the legal aspects of serving on the board. I truly believe in the mission of Benzie Bus and have served on the Local Advisory Committee (LAC) for a number of years. I have recently been appointed the chair of the LAC, but I am willing to relinquish that position in order to take on this new endeavor and serve on the Board of Directors.

PLEASE ATTACH A CURRENT OR UPDATED RESUME OR LETTER OF INTEREST

This application with resume' attached must be returned to:

BENZIE COUNTY CLERK
448 COURT PLACE
BEULAH, MI 49617

RECEIVED

JUL 26 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

1/8/14

Committee Name	Date Appointed	Date term Expires
----------------	----------------	-------------------

1-Airport Authority 4yr term -- 1st Thursday @ 9:30 a.m.

Coury Carland		12/17/19	12/31/23
Kenneth J. Laurence	6/2017	09/24/19	03/01/23
Andy Miller	-- Comm Liaison	01/29/21	12/31/21

1-Benzie-Leelanau Health Department -- 4th Wed Odd Months @ 2 pm

Gary Sauer	(Commissioner)	01/26/21	12/31/21
Dr Mark Kuiper, MD	4/14/2020	04/14/20	12/31/21
Rhonda Nye	(Commissioner)	01/26/21	12/31/21

1-Benzie-Leelanau Health Dept Bd of Appeals - 2year terms; Can Be All BOC

Linda Farrell		02/23/21	12/31/22
Rhonda Nye	Commissioner	06/08/21	12/31/21
Bob Roelofs	Commissioner	06/08/21	12/31/21

1-Benzie Transportation Authority -- formed 4/18/2006; 3rd Tues @ 5:30 Even Months reduced to 7 - Feb 2017 -- 3 year terms

John P. Morse	10/8/19	10/08/19	04/30/22
Amy Herczak	02/18/14	05/12/20	04/30/23
Anne Noah		04/28/20	04/30/23
Jennifer Kolinske	4/11/17	03/13/19	04/30/22 Res 5/25/21
Susan Kirkpatrick	4/28/15	04/24/18	04/30/21
Jeffery Pataky	10/27/20	10/27/20	04/30/23
Irene Nugent	6/23/2020	06/23/20	04/30/21
Evan Warsecke -- Liaison		01/26/21	12/31/21

1-BVTMC Board 3yr terms 6 member -- 1st Tuesday @ 4:30 p.m.

Annie Browning (Beulah)			04/15/22
John Wheeler (CLPRA)	6/28/16	05/25/21	04/15/22
Gregory Nowell, Alt (CLPRA)	6/28/16	05/25/21	04/15/22
Paul Bare, Alt (CLPRA)	3/18/14	05/25/21	04/15/23
Frank Ikens (CLPRA)	10/27/20	10/27/20	04/15/23
Janet (Jen) Kennedy Elberta	5/24/16	06/22/21	08/01/22
Sean Duperon	P&R Rep	01/26/20	12/31/21
Gary Sauer	Commissioner	01/26/21	12/31/21
Flint Wyatt (FBVT Rep)		04/12/16	12/31/19
Fran Griffin (Thompsonville)	11/12/18	05/25/21	04/15/24
John Rothhaar	11/14/17	02/12/19	04/15/22

2-Board of Canvassers 4yr terms -- Day After Each Election @ 1:00 p.m.

Laura Bancroft (REP)	10/10/17	10/10/17	11/01/21
Ray Nichols (DEM)	10/10/17	10/10/17	11/01/21
Janice Mick (REP)		09/10/19	11/01/23
Pete Brown (DEM)	9/10/19	09/10/19	11/01/23

2-Brownfield Authority - Est 6/19/2012; merged with EDC Sept 2017

1-Building Authority 3yr Term 4 member -- As Needed - Increased to 5 8/2017

Thor Goff	1/9/18	12/18/18	12/31/21
Steve Houghton	12/18/18	12/18/18	12/31/21

Jeffry L. Johnson	1/9/18	01/07/20	12/31/22 resigned 5/5
Eric L. VanDussen	1/9/18	12/17/19	12/31/22
James R. Clark	1/9/18	12/22/20	12/31/23
Michelle Thompson - by statute	06/01/12	01/17/12	
Dawn Olney - by statute	01/01/00	01/17/12	
Art Jeannot - Liaison		01/26/21	12/31/21

1-CDBG/Community Development Block Grant 5yr Term -- 4th Thursday @ 10:30 a.m.

Jean Bowers	01/18/00	12/17/19	12/31/24
Carol Dye		02/12/19	02/01/24
Dawn Olney	01/18/00	12/17/19	12/31/24
Art Jeannot (Commissioner)		01/26/21	12/31/21
Amy Bissell	8/18/09	12/17/19	12/31/24

1-Construction Board of Appeals 2 yr term

Roger Papineau	5/26/15	12/18/18	12/31/20	Email to
Randy Olsen	1/16/07	12/18/18	12/31/20	Bldg Dept
Rodney Moore	1/16/07	12/18/18	12/31/20	2-Dec
Caleb Luibrand	1/16/07	01/22/19	12/31/20	
Sean Duperron	9/10/19	09/10/19	12/31/20	

County Library Board 5yr term -- Dissolved 8/21/2007

1-Economic Development Corp/BRA 6yr term -- 3rd Friday @ 11:00 a.m.

Roger Griner	12/18/18	12/18/18	01/31/24
Rhonda Nye (Commissioner)		01/26/21	12/31/21
Art Jeannot (Commissioner)		01/26/21	12/31/21
Courtney Gillison		03/08/16	12/31/22
Robert Russell		06/26/18	01/31/22 Gone
Chamber Rep		01/14/20	01/31/26
Ed Kowalski		03/08/16	01/31/22
Blake Brooks	12/21/10	04/11/17	01/31/23
Paula Figura	2/12/19	02/09/19	01/31/25

2-EMS -- renamed from ALS 7/2006 -- Monthly; 3/19/08 Reduced to 7 members

8/21/2012 -- Increased to 9 members -- 3 Years

Gaylord Jowett - At Large	09/24/13	01/14/20	12/31/22
Martha Bates - Almira	11/18/14	01/14/20	12/31/22
Jim Franke - Tville	12/16/14	12/22/20	12/31/23
Bob Roelofs -- voting member	1/28/20	01/26/21	12/31/21
Tim Markey -- Fire Chief Rep		01/14/20	12/31/22
Neal Nye - At Large	01/04/05	02/13/17	12/31/20 12/2 Tom
Mike Mead - At Large	11/14/17	12/22/20	12/31/23
Chris Parrish - ALS - Non Voting	8/23/16	08/23/16	12/31/21
Elizabeth Merrill - BLS - Non Voting	12/13/17	12/18/18	12/31/21
Michelle Thompson -- Ex Officio		09/21/12	
Kyle Rosa -- Ex Officio		01/01/21	
Undersheriff (?) -- Ex Officio		01/15/13	

1-Human Services (was FIA) 3yr term -- Monthly

Scott Harrison	State Appointment	11/01/18	10/31/21
Gaylord Jowett	8/9/2016	10/27/20	10/31/23

Dr. Donald E. Schaffer		12/17/19	10/31/22
Gary Sauer	(Commissioner)	01/26/21	12/31/21

FOC Citizens Advisory Committee 3yr term -- Dissolved 10/18/05

2-Jury Board 6yr term -- quarterly

Elizabeth Shrake	5/23/2017	05/23/17	05/01/23
Jean Bowers	05/01/01	04/14/19	05/01/25
Janice Robinson Mick		04/27/21	05/01/27

1-Land Bank Authority - 3 year term

County Treasurer		04/05/11	No Expiration
Tim Markey - Liaison		01/26/21	12/31/21
Mark E. Roper	4/5/11	05/25/21	04/05/24
Vincent Edwards	1/28/20	05/25/21	04/05/24
Susan Wenzlick	11/24/20	05/25/21	04/05/24
Tom Longanbach	4/5/11	01/22/19	04/05/22

Medical Examiner

Dr. Goslinoski	03/21/17
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1-Manistee-Benzie CMH - 3yr term -- 2nd Thursday @ 9:00

Donald C. Smeltzer (B)	1/2007	03/28/19	03/31/22
Donald R. Tanner (B)	5/12/2016	03/09/21	03/31/24
Rhonda Nye (B) (Commissioner)		01/26/21	12/31/21
Tim Markey (B) (Commissioner)		01/26/21	12/31/21
Mary O'Connor Heitjan (B)		03/09/21	03/31/24

1-Parks and Recreation Commission 3yr term -- Alt Months As Needed

Tad Peacock	02/18/14	12/17/19	12/31/22
Sean Duperron	01/2011	12/17/19	12/31/22
Barbara K. Skurdall	4/17/07	12/17/19	12/31/22
Charles Kraus	12/18/18	12/18/18	12/31/21
Susan Zenker	7/24/2018	12/18/18	12/31/21
Cathy Demitroff	02/20/07	12/18/18	12/31/21
Shaun Johnson	4/13/2021	04/13/21	12/31/22
Ed Hoogterp (Drain Commissioner)		01/01/17	No Expiration Date
Rhonda Nye (BOC/Plan Comm Rep)		01/26/21	No Expiration Date
Ted Mick (Road Commission Rep)		01/01/13	No Expiration Date

1-Planning Commission -- 2nd Thurs @ 6:30 p.m - Temporarily Suspended 10/2019

November 14, 2017 New Ordinance Adopted

Rhonda Nye	Ex Officio -- BOC	02/09/21	12/31/21
Chris Walrad	Educ (School Rep)	02/13/18	12/01/20
Chuck Beale - Blaine Twp	11/14/17	12/18/18	12/01/21
Betsy Evans - Joyfield Twp	11/14/17	12/18/18	12/01/21
Irene Dunham-Thayer - Colfax	2/13/18	12/18/18	12/01/21
Walter Roch von Rochsburg - Ffort	2/7/11	11/14/17	12/01/19 Resigned 10
Vince Edwards - Vill of Lake Ann	11/14/17	02/11/20	12/01/22
Rosemary Naulty - Lake Twp	2/13/18	02/13/18	12/01/19
Jim Sheets - Benz & Platte Twp	12/17/19	12/13/19	12/01/20
James Clark - Inland Twp	11/14/17	11/14/17	12/01/20

Greg Wright - Crystal Lake Twp	2/13/18	02/13/18	12/01/20
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Public Safety Committee 3yr term -- Dissolved 7/18/2006

Remonumentation Peer Group -- Appted by BOC 9/2/2014

Christy Andersen	09/02/14
John Korr, Jr.	09/02/14
Craig McVean	09/02/14
Pat Bentley	09/02/14
Wendy Papineau	09/02/14

Road Commission 6yr term -- 2 Times per Month - Elected Positions beginning 2010

**2-Veterans Affairs Committee (8/21/12) 5 members; 3yr term -- Appted by BOC
formerly Soldiers & Sailors Relief ; 7 members 3/21/2017 - 4 years**

Tyson Burch	5/14/19	05/14/19	12/31/22
Lawrence "Camp" Bailey	01/21/14	12/17/19	12/31/23
Gary Fender	8/28/18	12/05/17	12/31/21
Dr. Donald E Schaffer	12/18/18	12/18/18	12/31/22
Kirt A. Giddis	2/19/2013	12/05/17	12/31/21
Bob Roelofs	3/21/17	11/10/20	12/31/24
Ed Kowalski	3/21/17	10/27/20	12/31/24

**2-Solid Waste Advisory 3yr term -- inc to 11 members 12/19/06 -- Qtly 1st Wed @ 5 p.m.
2009 reduced to 10 members; 2015 reduced to 7 members 2 year terms**

Todd Warren	3/21/06	12/08/20	12/31/22
Dennis Fischgrabe	2/19/13	11/14/17	12/31/19 12/2 - Jesse
Evan Warsecke	Commissioner	01/26/21	12/31/21
Annie Browning		01/28/20	12/31/21
David Schaffer	12/18/18	12/22/20	12/31/22
Christopher Cote	3/12/19	03/10/20	12/31/21
Marlene Wood	5/24/16	12/17/19	12/31/21

2-Workforce Development Board 2yr term -- COG POB 506, TC 49685-0506

Doug Rath	8/22/2017	08/22/17	12/31/19
Betty Workman	12/18/2012	12/20/16	12/31/18

Zoning Board of Appeals; Dissolved 5/4/2010

Zoning Terminated 3/31/2010

Updated 6/22/2021

Correspondence

①

ALMIRA TOWNSHIP

NOTICE OF INTENT TO PREPARE

AN UPDATE TO THE ALMIRA TOWNSHIP MASTER PLAN

July 30, 2021

In accordance with the requirements of the Michigan Planning Enabling Act, Public Act 33 of 2008, and related amendments, this is to notify you that Almira Township is initiating the process of developing a Master Plan and would like to invite your participation, cooperation, and comment in the process. Any information you would like to share regarding current planning updates or activities would be appreciated. In addition, we would like to know if you have any thoughts, concerns, or issues you feel should be addressed in this effort that would allow us to work more cooperatively with you in land use planning for our area. Ongoing efforts can be tracked by visiting nwm.org/almiramasterplan.

Later in the process, the Township will be sending a draft copy of the updated Master Plan for your review and comment, as required by the Act. A link to a location where you may view the amended plan electronically will be provided, or you have the option of receiving a paper copy of the amended plan if you so desire. A paper copy will also be available at the Almira Township government office for review by the general public.

For additional information, questions, or instructions on how you would like to receive and review the amended plan, please contact Tammy Clous, Almira Township Clerk, by telephone at (231) 275-5682 or by email at clerk@almiratownship.org.

Almira Township
7276 Ole White Drive
Lake Ann, Michigan 49650

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JUL 28 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

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BENZIE COUNTY
PARKS AND RECREATION COMMISSION

Ed Hoogterp- Chair

Charles Kraus- Vice Chair

Barb Skurdall- Secretary

Sean Duperron

Shaun Johnson

Ted Mick

Rhonda Nye

Cathy Demitroff

Tad Peacock

Susan Zenker

Regular Meeting

May 24th, 2021

Benzie County Government Center & Teleconference

Chair Ed Hoogterp called the meeting to order at 5:02pm.

Present: Rhonda Nye, Shaun Johnson, Tad Peacock, Barb Skurdall, Ed Hoogterp, Charles Kraus, Ted Mick, Sean Duperron, Cathy Demitroff, Susan Zenker

Call Ins: Angie Bouma from GTRLC

Absent: None

Others Present: Richard Taylor from the Friends of Point Betsie Lighthouse.

Hoogterp asked for approval of the May 24th agenda, Demitroff moved to approve as presented, Kraus seconded. All in favor.

Hoogterp asked for approval of the April 26th meeting minutes, Demitroff noted two changes, Page 4 under Recreational Facilities & Access: change "she got with" to "Ann Bourne got with", also change Casey to Kasey. Kraus moved to approve with the recommended changes, Mick Seconded. All in favor.

Public Input: Angie Bouma with GTRLC gave an update on Railroad Point, the garlic mustard work bee last week was successful with over 10 volunteers, and covering 5 acres. Another volunteer group "The new comers club" is coming to the area on June 11th from 10am -12pm, they were looking for something along the trail to do, and Angie suggested invasive honeysuckle removal along the trail.

Richard Taylor, Chair of The Friends of Point Betsie Lighthouse gave an update on Point Betsie Lighthouse and the plans for the summer. Taylor gave an update on the seawall restoration project, mid-summer of 2020 they were give multiple options for the seawall, with the "Cadillac" version costing between 6-9 Million dollars, and the cheapest solution being doing nothing at all and eventually the lighthouse would fall into the lake.

This is a government owned asset, would not be able to rely solely on private donations, the government would need to participate in the cost. Taylor has reached out to various government officials, and while no confident in federal funds, may possibly be able to get some state funding. Fund raising is at a standstill until there is a more in-depth study done with a more accurate cost estimate.

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DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

The Friends group has the funds for the study to be done, the County makes the final contract decision. The study could take a couple months to complete, looking at possibly holding a zoom meeting with lead engineers, top potential donors and government representatives to discuss the plan, answer questions etc.

Taylor also shared the lighthouse had 12,000 tour visits in 2019, not including those who just visited the gift shop. While the Friends group still has a core of volunteers, they had a suggestion from Mike Musgrave to look into having high school kid's volunteer for their resumes and college applications.

Chair's Report: Hoogterp shared the County requested a budget proposal that required us to submit a preliminary budget on a timeline that did not allow for the full P&R Commission time to consider it as a regular meeting. Hoogterp prepared a budget based on past discussions and the plan implementation task force recommendation. There will be time to discuss the budget later on the agenda, and there will be opportunity to amend the request should the commission desire.

Hoogterp also shared he would like to pursue the idea heard from Zenker and Johnson to better coordinate and communicate the P&R options available to the people in our community. Hoogterp to discuss more with interested parties and potentially come back at the June meeting asking the commission to consider a standing committee for this purpose. Under our bylaws, the commission establishes the committee, and the chair appoints the members.

Johnson gave an update on research he had done regarding the plan to get more information out about the parks and recreational offerings in our county. Josh Stolz with Grow Benzie gave Johnson an Early Childhood resource guide, prepared by TBAISD. This guide laid out different parks and sites in the county along with a chart showing what each park offered, and the amenities at those sites. Zenker expressed the need for links on the websites to direct online users to the different websites.

The P&R Commission needs to work to get more information out to the public to benefit both us and the community. Skurdall shared the masterplan has all the information in it, it just needs to be pulled together in an easily accessible manner. Hoogterp suggested he meet with Zenker and Johnson to discuss exactly what committee would do and come back to the P&R Commission with a better understanding of the idea.

Committee Reports

Railroad Point: Nye- Update ties into the discussion coming up on the agenda regarding the carry in boat launch.

Point Betsie Lighthouse: Richard Taylor joined us tonight to give an update on plans and challengers for the summer. The Historic Structure Report for the reconstruction of the Shoreline Protection system is complete after several revisions. The cost is estimated between \$5.5 million and \$8.8 Million. Raising the funds, presents a challenge. The work could potentially be done in phases over several years.

Hoogterp shared a request was received by someone wanting to donate a memorial bench for placement on the beach. This was referred to the Road Commission, who permitted the two benches

currently there. There was also a request to allow use of the beach for a wedding. Hoogterp was unsure of how to respond, have we dealt with any wedding requests in the past? It is not able to be reserved, no charge and they would need to clean up after.

Trail Reports: Duperron shared the Thompsonville Junction group talked about funding for the rotary matching grant. Duperron reached out to an acquaintance at Aspire North, previously TAAR, who has some grant funding available, this may possibly be a good fit. Looking into further to see if this would work and possibly start submitting an application.

The Lewis Bridge project was stalled due to funding, this has been resolved and project is back underway. The DNR work groups are continuing the work.

Crystal Lake segment of the trail is still under resurfacing work by AJ's Excavating. The railroad grade went away, part of the solution was to build trail to allow water to go under the trail, has raised trail in some areas. The trail council meeting discussed the need for better signage for dog walkers in the Crystal Lake segment. There needs to be better enforcement in this area as it is a special use area. Is there a sign at the bottom on the Charlie Kehr stairs? Demitroff shared it should be up or close to, and it should also be posted in the rules.

The Iron Man event had interest in holding the event in Frankfort, with the possibility of using a portion of the Betsie Valley trail.

Recreational Facilities & Access: Demitroff attended a meeting with the DNR, plans have switched. They are now offering an open ended lease with no costs. Amongst themselves they decided if they leased the property to us we could do more with the property than they could. DNR would be happy to see something done with the property.

DNR would like to have the P&R Commission to submit questions back to them prior to lease being drawn up and to get a cost estimate. Wants P&R Commission to approve Sara Kirk to do cost estimate for the project. The endowment fund would cover the cost of Sara Kirk to do so. It would need to be decided to do a smaller portion or the whole area, have the DNR make a recommendation on their idea and best option.

The motion was made by Hoogterp to authorize Sara Kirk to do a cost estimate with the concept plan, with the fees not to exceed \$1500.00, with the potential to approve more funds in the future. Kraus moved to approve, Peacock seconded. All in favor. Motion passed.

Hoogterp recommended that Demitroff, as access committee chair, be authorized to continue discussion with the DNR on the lease. Demitroff noted that long-time committee member Anne Bourne will be a valuable participant in the discussion. Hoogterp agreed that Demitroff may include Committee members in the process. Motion was made to give the chair of the Recreation Facilities and Access Committee authority to continue discussion with DNR. Peacock moved to approve, Zenker Seconded. All in favor, motion passed.

The Committee is working with the Road Commission, the DNR and the State Police to install no parking

signs along Mollineaux Road.

Zada Price Park: Peacock shared he has been in contact with the Benzie County Sherriff's office regarding the sign damage at Zada Price, there is no update regarding that incident. The sign reconstruction is still ongoing. Image 360 is working on the sign with the hopes of being done by the end of this week or next week.

Recreational Programs: Skurdall shared she is still networking with other organizations and groups, and will be attending the Village of Beulah meeting about the tennis and pickle ball courts maintenance in Beulah.

Park & Recreation plan: Kraus shared the P&R Plan implementation task force met on May 19th and discussed the direction the commission could go. The main take away being the need for a P&R coordinator or manager for grant writing, managing etc. The meeting lasted about 30 -45 minutes and another has not been scheduled at this time.

Hoogterp shared he checked with executive committee contact at Networks Northwest and asked what a P&R director/coordinator would do. Networks northwest could do a study to see where the need would be, and what would be entailed. Hoogterp requested in the budget \$15,000 for a proposal study of a P&R director.

Budget: Hoogterp shared the preliminary budget submitted to the county. The per diem for commissioners increased, and we now have a full commission.

Hoogterp asked for a motion to approve the preliminary budget request. Kraus moved to approve, Skurdall seconded.

Old Business: None

New Business: None

Public Input: None

Correspondence: None

Other Business: None

With no other business to come before the board, Mick moved to adjourn the meeting at 7:02pm, Zenker seconded.

Minutes respectfully submitted by Kassie Leach, Recording Secretary

 Barbara Skurdall, Secretary

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BENZIE COUNTY
PARKS AND RECREATION COMMISSION

Ed Hoogterp- Chair
Charles Kraus- Vice Chair
Barb Skurdall- Secretary
Sean DuPerron
Shaun Johnson

Ted Mick
Rhonda Nye
Cathy Demitroff
Tad Peacock
Susan Zenker

Regular Meeting
June 28th, 2021
Benzie County Government Center & Teleconference

Chair Ed Hoogterp called the meeting to order at 5:02pm.

Present: Rhonda Nye, Shaun Johnson, Tad Peacock, Ed Hoogterp, Charles Kraus, Ted Mick, Sean Duperron, Cathy Demitroff, Susan Zenker

Call Ins: None

Absent: Barb Skurdall

Others Present: Sara Kirk, SRP Designs and Marjorie Pearsall-Groenwald, Benzie Aquatic Center.

Hoogterp asked for approval of the June 28th agenda, Demitroff moved to approve with the addition of an action item for Railroad Point, Kraus seconded. All in favor, motion approved.

Hoogterp asked for approval of the May 24th meeting minutes, Hoogterp suggested a change under Recreational Facilities and Access, Changing: "The motion was made by Hoogterp to approve Demitroff to continue discussions with the DNR on the lease and to also include Anne Bourne as the project manager. Discussion- Hoogterp concerned with Bourne being project manager as she is not on the P & R Commission. Give head of Recreational Facilities and access Committee to continue discussion with DNR. Peacock moved to approve, Zenker Seconded. All in Favor, motion passed" to "Hoogterp recommended that Demitroff, as access committee chair, be authorized to continue discussions with the DNR on the lease. Demitroff noted that long-time committee member Anne Bourne will be a valuable participant in the discussions. Hoogterp agreed that Demitroff may include committee members in the process. Motion was made to give the chair of Recreation Facilities and Access Committee authority to continue discussion with DNR. Peacock moved to approve, Zenker seconded. All in favor, motion passed"

Demitroff asked to have the DNR portion of the Recreation Facilities and Access section changed from "DNR would be happy to get rid of that responsibility" to "DNR would be happy to see something done with the property".

Kraus moved to approve minutes as amended, Demitroff seconded. All in favor, Motion passed.

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JUL 29 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

Public Input: Marjorie Pearsall-Groenwald with the Benzie Aquatic Center presented a handout that was given to students in both counties and the Christian school for free swimming lessons, for those who completed K-6 grades. There are 8 classes, and each class differs from the last. They currently have three instructors and possibly 12 students at a time. Classes are Monday's and Friday's, the parents are required to stay on the premises. The Benzie Aquatic Center is working with other organizations and businesses in the area to provide different instruction at different classes. BAC is also planning a celebration after the last class.

Nye asked if they have ruled any area out for infrastructure for the Benzie Aquatic Center. Marjorie shared nothing has been ruled out, however the property needs to be on a main road that is plowed and maintained as this will be a year around facility. BAC wants 5 years of expenses saved up prior to opening. Kraus asked what the square footage of the property needed is? Marjorie stated 5-10 acres would provide enough property.

Chair's Report: Hoogterp shared he heard from Angie Bouma from the GTRLC, they installed no dogs signs on the stairs down to the Betsie Valley Trail.

Hoogterp has about 20 copies of the approved master plan, let him know if you need a copy. All Benzie County Commissioners should have a copy. Nye asked if Networks Northwest could provide a digital copy of the master plan. Hoogterp stated there is a digital copy on our website, directing residents/visitors to our site for park and recreation information.

Village of Beulah received a grant to clean up the storm water that runs into the village. Peacock is preparing to set up a pre-engineering meeting to see how to get that done. Will take years, but is a start.

Committee Reports

Railroad Point: Nye shared she received an email from Habitat Management Specialist Northwest Michigan Invasive Species Network, who would like to treat a small infestation to the right of the bike trail of Japanese Knotweed at Railroad Point, it is 90% contained. They would like a signed agreement to treat and pay \$30 to cost share.

Nye moved to enter into the contract and approve the \$30 cost share. Peacock seconded. Roll Call: Nye -Y, Peacock- Y, Johnson- Y, Kraus -Y, Hoogterp -Y, Demitroff -Y, DuPerron -Y, Zenker -Y, Skurdall & Mick-Absent. All in favor, motion passed. Nye obtained a signature from Hoogterp for agreement.

Point Betsie Lighthouse: Hoogterp received a letter from Michigan Historic Preservation Office to move forward. They can move forward with proposals and get a better cost idea. Proposals possibly back in a month or so. Zenker shared one of the State Representatives has recently visited the site, and there is an ongoing attempt for federal funds.

Trail Reports: DuPerron shared Aspire North is working with the Thompsonville revitalization project to see about rotary matching funds.

DuPerron shared an update on the Lewis Bridge enhancement project, DNR crews are working there

as available. Major project in the fall for landscaping/planting. DuPerron reached out to two landscaping people, and received a good response back from one, looking for one more as they would like two proposals.

DuPerron also passed around two concept plans for the signage at Lewis Bridge.

The Crystal Lake Segment of the Betsie Valley Trail has been resurfaced and has held it rides well. There has been some concern from property owners as to drainage. They are keeping an eye on the area and will analyze the situation. There is still concern about dogs on that segment of the trail. Received a verbal agreement with the Sheriff to patrol that area more often and enforce the no dogs rule.

Rob Carson from Networks Northwest reached out for connectivity of the Betsie Valley Trail to the Sleeping Bear Heritage Trail. 2013 was the last time they worked with Lake Township, there is potential planning here.

Hoogterp shared that the grade at the park served well with all the recent rain, and the trail did appear to wash out.

Recreational Facilities & Access: Demitroff shared that the DNR sent a 30 year, zero cost, and renewable draft lease. The County Administrator currently has the draft lease for review. GTRLC also received a copy as they are our partners in managing Railroad point. The County is also looking into insurance for the property. Land Conservancy stated it was a pretty boiler plated lease. Steve Lagerquist to work with Sara Kirk for proposals. If they can get past the lease, the process should move rather quickly. Once legal review is done, Demitroff will bring it to a P & R Commission meeting for review. Demitroff has P & R Commission scheduled to present at the July 27th Benzie County Commissioners meeting. Sara Kirk will work on proposals and will be the point of contacts for the engineers.

Sara Kirk presented an Outlet project cost & Grant Application proposal. The proposal is for Sara Kirk to work with Gosling Czubak on Phase I. Phase I is Outlet project opinion of cost. Sara is an independent consultant and would be the project contact. The agreement would be with Gosling Czubak, with Sara Kirk as the consultant. The cost of \$2500.00 includes Sara's fees. There is a range of fees in the proposal for Phase II due to variables that could happen. The cost also depends on how much we want to do, and how much Gosling Czubak/ Sara Kirk do.

There is \$13,800 in the endowment fund that could be used for Phase I: cost estimate portion of the proposal. Continue lease negotiations without final approval until after the public open house, which will have storyboards with the different options for the public to look at and give input. Open house should be done prior to Labor Day. Peacock asked about a notice in the newspaper about the public open house and the planned discussion. DuPerron concerned with opposition development.

Kraus made the motion to move forward with the public input portion, for Hoogterp and Demitroff to come up with how to inform the public and add the topic to the July meeting agenda. Peacock seconded. All in favor, motion passed.

Hoogterp made the motion to approve Phase I of the Gosling Czubak's project opinion of cost for \$2,500.00 to be paid from the endowment fund. DuPerron seconded. This is only for Phase I.

Roll Call: Nye -Y, Peacock -Y, Kraus -Y, Mick -Y, Johnson, -Y, Hoogterp -Y, Demitroff -Y, Zenker -Y, DuPerron -Y.

Zada Price Park: Peacock shared he picked up the repaired sign today and is expected to be installed

prior to July 4th.

The motion was made to pay \$110.00 to The Benzie Conservation District for sign repair. DuPerron moved to approve, Demitroff seconded. Roll Call: Peacock -Abstain, Johnson -Y, Kraus -Y, Hoogterp -Y, Mick -Y, Nye -Y, Demitroff -Y, DuPerron -Y, Zenker -Y. All in favor, motion passed.

Recreational Programs: The Village of Beulah is working on a Master plan. Skurdall is working on getting estimates for the tennis and pickle ball court resurfacing.

Park & Recreation plan: Hoogterp is looking for input/help to present to the Benzie County Board of Commissioners for the \$15,000.00 needed for a study to show the possible need of a Recreation Director. Find out what other counties are doing, what the cost is and could this be shared with other entities? What do we want the Recreation Director to do, ex: grant writing, support for friends groups, staff support and development, maintain sites and programs for eastern half of the County and volunteer recruitment.

Nye suggested a phased-in approach to the Recreation Director, starting part time in the summer and showing how it would evolve. Step one is to complete the study.

Budget: Hoogterp presented an invoice for \$30.00 to pay for the copies of the master plan.

Old Business: Johnson shared Michelle Barefoot with the Benzie County Chamber of Commerce did a great job of updating the list of parks on their website.

New Business: Nye shared the first ever Betsie Valley Trail Run to benefit the trail is planned for September 19th in Thompsonville at the trailhead. There will be a 5k, 10k and half marathon. Nye is sending DuPerron the run information she received to ensure it is legal and has the correct permits to use the.

Public Input: None

Correspondence: None

Other Business: None

With no other business to come before the board, Hoogterp adjourned the meeting at 6:35pm.

Minutes respectfully submitted by Kassie Leach, Recording Secretary

 Barbara Skurdall, Secretary

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**Betsie Valley Trailways Management Council
Minutes of the Tuesday, June 1, 2021 Meeting**

Held: Tuesday, June 1, 2021, 4:30 p.m.
Commissioner's Room, Benzie Co. Government Center

Members Present: Gary Sauer (Chairman), Beth Roethler (Vice-Chair), Jen Kennedy (Secretary), John Wheeler, Fran Griffin, Sean Duperron, Annie Browning, Doug Barry (DNR Rep) and Frank Iken (Treasurer).

Members Absent: None

Public/Guests: David Oellerich, John Rothhaar, Barb Iken, Dan Schoonmaker, and Charlie Gregory (Trail Care Coordinator)

- A. The meeting was called to order at 4:30 p.m., with a quorum present.
- B. The Agenda for the 06/01/2021 meeting, on motion made and seconded, was unanimously approved.
- C. Meeting minutes from the April 6, 2021 and May 4, 2021 meetings were motioned and seconded, and unanimously approved.
- D. Public Input:

Dan Schoonmaker, a property owner on Crystal Ave, addressed his concern regarding the lack of a drainage grate at the foot of County Farm Rd. He explained that during heavy rains large amounts of water run down to Crystal Ave and prior to the trail renovations the water would run over the trail and then onto his beach. Now that the trail has been built up, Mr. Schoonmaker is concerned that the excess water will now go into the yards on the other side of the road. Mr. Schoonmaker referred to the preliminary plans that Johnson Hill prepared which showed a drainage grate in this area. Mr. Schoonmaker would like to see a drainage grate considered for installation in this section.

E. Other Presentations and Communications

1. David Oellerich presented an update on the Trail renovations;
 - Renovations are done. The project is \$10,200 under budget.
 - An objection was made from a property owner on Crystal Ave to the contractor, AJ's, regarding the industrial look of the grates. The engineers have stated that they proposed the grates because it's the best solution. A written statement from the engineer will be obtained to explain why the grates are needed.
 - The bench and companion seat will be required to be installed on the trail for the DNR to pay for it.
 - Funds are available to be used for signage, trash and recycle bins.

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AUG 02 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

F. Reports

1. Treasurer's Report: Frank Ikens reported
 - a. There is a \$7,010.23 balance of funds available of which \$4,432 is grant money which needs to be spent. There were no bills to pay at this time. A motion was made, seconded and unanimously approved to accept the treasurer's report.
2. Chairman's Report: Gary Sauer reported
 - a. A Sheriff's Deputy will go on the trail occasionally and possibly Animal Control to assist in enforcing the rules on the trail.
 - b. Discussion was held regarding the possibility of having a Sheriff's Deputy and a Friends volunteer walk the trail together, in a coordinated effort, to educate trail users on the rules of the trail.
3. Trail Care Coordinator report: Charlie Gregory
 - a. Signage report for the Crystal Lake Segment was provided with recommendations to tone, content and locations.
 - b. Volunteer update was given reporting 23 volunteers that will be assigned specific segments.
 - c. High water signs in Elberta have been removed and clean up has been completed.
 - d. Complaints of parking on the section of the trail that has just been renovated. Suggestions were made to put notes on the vehicles alerting that no parking is permitted.
 - e. Discussion was held that Charlie, the trail care coordinator, would be the main point of contact for organizations and communities that wish to coordinate their signage with that of the BVT.

G. Old Business:

1. Benzie Sunrise Rotary Club submitted an event use application for a bike race to be held on August 21, 2021 that will start and finish at Crystal Mountain. A motion was made, seconded and unanimously approved for the event use application and was conditioned that Benzie County be named as additional insured on their insurance for the event.

H. New Business:

1. Discussion was held regarding the BVT council membership terms. Appointment letters are necessary to be on file with the County Clerk for each member from their respective group. Discussion was held as to which groups need to update their membership appointment letters.

I. Any other business that needs to come before the Council:

1. Next meeting will be July 6, 2021

J. There being no other business to come before the Council the meeting was adjourned at 6:00 pm

(6)

7/31/2021

Dawn Olney,
Please consider this attached
letter official Correspondence to
the Benzie County Commissioners.

Respectfully,
Dillon H. Rosa.

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AUG 03 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

July 27, 2021

Benzie County Commissioners,

On July 26th, 2021, I responded to routine complaint of livestock (pigs) running at large on River Road west of the Village of Benzonia. Upon arriving on scene, I was immediately confronted by two extremely irate male subjects. Before back-up could arrive, which consisted of eight uniformed Sheriff's Deputies and Michigan State Police Troopers running emergent, I was verbally assaulted and struck by gravel thrown from the rear tires of one of the male subject's truck.

While on scene the male subjects were advancing towards me in an extremely aggressive manner and I felt that my wellbeing was in jeopardy. I ultimately had to retreat into the roadway hoping back-up would arrive before I could become seriously injured.

This incident is one of many recent incidents where I've felt that I did not have the proper tools (i.e., taser, pepper spray, firearm) to properly protect myself while performing my duties as an Animal Control Officer for the County of Benzie.

I am a single father to three minor children. I am the primary breadwinner of my household and my safety and well being while employed for the County of Benzie are not being met despite countless pleas for help. Officers across the nation are being assaulted and executed at an alarming rate while responding to "routine" Animal Control related complaints, however this topic has proven to be of none or very little concern to Benzie County Administration.

I feel that I am being left with no choice but to hire an attorney and inquire to the Michigan Department of Civil Rights (MDCR), Equal Employment Opportunity Commission (EEOC) and the U.S Department of Veterans Affairs-Office of Discrimination Complaint and Adjudication. Despite numerous pleas for help directed to the current Benzie County Administrator, Mitch Deisch, I am repeatedly ignored or disciplined for inquiring about above said concerns. Administrator Deisch has publicly defamed my integrity and personal image by referring to me as "a threat, hazard, hinderance, unstable individual and enormous liability" to both the County of Benzie and the Citizens who reside within the County of Benzie. I have been disciplined for pursuing this concerning issue and threatened with further disciplinary action if I continued to pursue this topic of personal safety. I feel as though I am being discriminated against because of my political affiliation, marital status and military veteran status. I continue to work in what I feel is a hostile work environment with nowhere else to turn. Prior to my divorce and removal of my county issued firearm, I carried a firearm while on duty as an Animal Control Officer for Benzie County for two years. During those two years I followed all policies and procedures set forth by the County of Benzie and at no point received any disciplinary action referencing the misconduct of a County owned or personally owned firearm.

My personal safety as a Benzie County employee is last on the priority list and I fear that I may not be the only one impacted by Administrator Deisch's decision making abilities. I respectfully ask that the Commissioners of Benzie County do not continue to allow this type of leadership to further jeopardize the safety and well being of not only myself but also fellow employees of Benzie County. Furthermore, I respectfully request that my County issued duty weapon be reinstated immediately upon receiving this letter.

Respectfully,

Dillon Rosa

Officer

Benzie County Animal Control

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AUG 03 2021

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

LEGAL LEVELS	JAN. 1 - APR. 30	8 NOV. 1 - DEC. 31	599.75
		MAY 1 - OCT. 31	600.25
B.M. N. SIDE BOAT RAMP	ELEV. 601.87		

600.25 -

B.M. N. SIDE BOAT RAMP ELEV. 601.87

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617

7

B.M. 4 IRON NE ABUTMENT ELEV. 589.44

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~~AUG 05 2021~~

DAWN OLNEY
BENZIE COUNTY CLERK
BEULAH, MI 49617