

# BENZIE COUNTY BOARD OF COMMISSIONERS

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448 COURT PLACE – BEULAH, MI 49617 – (231) 882-9671  
[www.benzieco.net](http://www.benzieco.net)

## MEETING AGENDA

**February 9, 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 – 1/26/2021; 1/29/2021  
                    PUBLIC INPUT  
                    FINANCE – Approval of Bills  
                    ELECTED OFFICIALS & DEPT HEAD COMMENTS; COVID-19 Update  
                    ACTION ITEMS – Res 2021-005 Blaine Floodplain Agreement; 2021-006 Inland  
                    Floodplain Agreement; 2021- 007 Village of Elberta Floodplain Agreement  
                    COMMISSIONER REPORTS –  
                    COUNTY ADMINISTRATOR’S REPORT –  
                    COMMITTEE OF THE WHOLE – 1/26/2021  
                    COMMITTEE APPOINTMENTS – Discuss Expired Members & Planning Comm Ord  
                    UNFINISHED BUSINESS –  
                    NEW BUSINESS –  
10:00            Mi Health Clinic, Power Point  
10:15            David Oellerich, BVT – Bid Documents for Reconstruction  
                    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**  
**January 26, 2021**

The Benzie County Board of Commissioners met in a regular session on Tuesday, January 26, 2021 in the Frank F. Walterhouse Board Room, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chair Bob Roelofs.

Present were: Commissioners Jeannot (Board Room), Markey (Board Room), Nye (Board Room), Roelofs (Board Room), Sauer (Board Room) and Warsecke (Board Room)

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

**Agenda:**

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

**Minutes:**

Motion by Jeannot, seconded by Nye, to approve the regular session minutes of January 12, 2021 as amended. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer Warsecke Nays: None Motion carried.

9:02 a.m. Public Input – None

**FINANCE**

**Bills:** Motion by Warsecke, seconded by Sauer, to approve payment of the bills from January 12, 2021 thru January 26, 2021 in the amount of \$521,763.21, as presented. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Michelle Thompson, County Treasurer, spoke regarding the cash summary by fund report; updated the board regarding the Forfeiture law effective January 1, 2021.

**ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS**

Tom King, EMS Director, stated that the trucks are in good shape – a couple of trucks just got new tires; COVID 19 preparedness are in good shape received 2 more PAPRS so we now have three on each of the four trucks; January 10 education class was held; majority of the staff (75%) have been vaccinated, after the 2<sup>nd</sup> dose about half of them felt sick for a couple of days. Will be assisting the Health Dept with the vaccination sites – they need on-site medical personnel at each vaccination site. LUCAS machine has been received, but still waiting for the power cot. Working with POMH regarding renovations to the ambulance site in Frankfort. Billing – the RFP has not been completed yet; we still have the same biller, so there are no issues, it was a smooth transition.

Tom Longanbach, Equalization Director, updated the board regarding the Designated Assessor; this board approved a contract with Polly Carnes contingent on approval of seven local jurisdictions; at this time there are five townships that have approved but seven are needed; Tom will follow up with the jurisdiction to get an answer.

Lisa Peacock, Health Office of Benzie Leelanau Health Department, gave the board an update on the COVID cases and how the vaccination process is going; State cases are trending down, however Benzie County is seeing a slight increase in positive cases; they are continuing testing and contact tracing; they are seeing cases in the school population. But not necessarily happened in school;

## COMMISSIONERS

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January 26, 2021

vaccination planning is going well with our limited supply due to the vaccine being rolled out world-wide; Johnson & Johnson are very close with a vaccine which will be only one dose; they are working on a drive-through clinic at Paul Oliver in February; we had a low number of doses allocated to us this week; 917 people in Benzie County have been vaccinated so far.

Sheriff Rosa reported that they have been busy with Property Damage Accidents (PDA) and Personal Injury Accidents (PIA) with the snow; three teenagers fell through the ice on Bronson Lake – all were able to get out of the water; spoke regarding the transfer of control for the Animal Control Department and feels this matter should be tabled to a later date, however we (Sheriff Office) will continue to assist the ACO as in the past – their safety is a high priority.

Doug Durand, Benzie Senior Resources, making phone calls to client to assist them in getting on the list for scheduling to receive the vaccine. Thursday the Health Dept will look at the Gathering Place activity room as a possible vaccine site. We continue to increase with our Home Delivered Meals numbers.

Rebecca Hubers, 911 Director and Emergency Management, reported that the drawings for the safety glass has been confirmed and sent forward with down payment of one-half total cost, with approximately four-week turnaround.

### ACTION ITEMS

Building Closure: Motion by Warsecke, seconded by Jeannot, to open the Government Center back to regular service. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Designated Assessor: Already handled.

Joint Resolution with Crystal Lake Twp: Motion by Sauer, seconded by Warsecke, to adopt the Joint Resolution & Intergovernmental Agreement to Manage Floodplain Development for The National Flood Insurance Program as presented, authorizing the chair to sign. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

### COMMISSIONER REPORTS

Comm Jeannot provided a written report (attached).

Comm Nye reported that she attended the Benzonia Township meeting where they talked about the Love Road 5-foot reduction in the road, township will pay for a survey; they have opened the township hall to the public on January 19; the Baymont Hotel will be doing an addition on the South side of the building. EDC – Rick Coates seat on the retention subcommittee will remain open for his replacement at the Chamber; Paula Figura updated the EDC on the broad band. Centra Wellness reviewed the OMA and Sunshine Laws. Parks & Rec met last night – the new chair is Ed Hoogterp, Vice Chair is Chuck Krauss and Secretary is Barb Skurdall. State of Michigan that the State Historic Preservation is considering Gwen Frostic's Studio for nomination to the National Register of Historic Places. Coury Carland had asked her at another meeting if the county would be liable if employees at the Maples refuse to get the COVID vaccine – Rhonda reported that she was told that the county would have governmental immunity.

## **COMMISSIONERS**

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**January 26, 2021**

Comm Markey attended the Land Bank (LBA) meeting where they reviewed all of the LBA properties; Homestead Township held a Special Meeting to decide whether or not to appeal a decision by Judge Mead about not recusing himself – they decided not to appeal.

Comm Warsecke reported that Colfax Twp did not meet; Inland Township held a meeting last night regarding their budget.

Comm Sauer attended the Weldon Township meeting where June 19 at 2 pm has been set as the dedication for Diamond Crossing. Road Commission – had their organizational meeting and there are no changes on their board, they have been cutting trees since we have no snow to plow; they are working on the transfer of the Platte River School to the Road Commission; they talked about Esch Road and Love Road. Village of Thompsonville – working on internet service; they have been approached about purchasing the Diamond Crossing Depot which is now in Glen Arbor; they handed out Christmas Bags to kids at their Christmas Party – had a good turn out; Village of Elberta approved the Ironman race, approved a \$40.00 fee for signs; approved permit for the distillery; February 11 they will hold a Short-Term Rental Ordinance discussion.

Comm Roelofs attended the Village of Lake Ann meeting via conference call – they are looking for a new Zoning Administrator; 911 meeting – Tim Markey was elected chair; Veterans meeting they set their meetings for the year and handled a few other items; met with the County Administrator and the Vice Chair Nye regarding Committee Appointments.

### **COUNTY ADMINISTRATOR'S REPORT – Mitch Deisch**

- Commissioner Committee Appointments for 2021.
- Provided Sample Interview Questions for District III Commissioner on Friday, January 29 @ 9 a.m.
- Letter received regarding a DTE Energy grant to help address the COVID crisis.

### **COMMITTEE OF THE WHOLE**

Comm Jeannot removes item #1.

Motion by Sauer, seconded by Jeannot, to authorize up to \$6,000 to find a solution on how the mail will be handled and invite those involved in the day-to-day operations to determine what the best solution is. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

### **COMMITTEE APPOINTMENTS**

Parks & Recreation: Interview of one candidate to be scheduled for Thursday, February 4, 2021 at 9:00 a.m. Interview Committee: Comm Roelofs, Comm Nye, Comm Markey, Mitch Deisch and Ed Hoogterp, P/R Chair.

**UNFINISHED BUSINESS – None**

**NEW BUSINESS – None**

### **PRESENTATION OF CORRESPONDENCE**

- Transportation Authority financial report for December 2020 received.

## COMMISSIONERS

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January 26, 2021

- Grand Traverse County Resolution 8-2021 regarding the Pandemic received.

Mitch stated that he is very proud that, as the Benzie County Board of Commissioners, you have stayed focused on the primary county items that you do have control over.

11:03 a.m. Public Input – None

Motion by Warsecke, seconded by Sauer, to adjourn at 11:04 a.m. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

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Bob Roelofs, Chair

Dawn Olney, Benzie County Clerk

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**Art Jeannot**  
**Commissioner Report**  
**January 26, 2021**

- Participated in 4 meetings on behalf of the County since our January 12<sup>th</sup> meeting.
- **1/15 EDC Meeting** – Committee will vote for 2021 Chair and Vice-Chair at the February 13<sup>th</sup> meeting. 2021 meeting dates are set for 3<sup>rd</sup> Friday of each month starting at 11am. Paula Figura, Chair of the Broadband sub-committee will give an update to the BOC at an upcoming meeting.
- **1/19 Platte Township** – Postponed until February 2<sup>nd</sup>.
- **1/20 Housing Committee** – Met to discuss subordination agreement and payment of bills.
- **1/20 Friends of PBLH** – 2021 officers elected. Dick Taylor will continue on as chair. Chuck Clarke's term has ended as treasurer. Laura Reznich was elected as treasurer. The organization has open board seats.
- **1/21 Northern MI Community Action Agency** – Mostly routine business. CARES Act is bringing in additional dollars to the agency. Benzie County residences are getting benefit from the programs.
- **Other –**
  - Participated in a summit on affordable housing. Developers and investors are running into challenges with certain syndicators and may affect the speed that development occurs.
  - EDC was awarded a \$1k grant from the Community Foundation and DTE Energy Foundation. Conditions apply and will be taken up as a discussion in an upcoming EDC meeting. The grant is for assistance to an eligible organization that is affected by COVID-19. More information will be forthcoming.

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JAN 21 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

**THE BENZIE COUNTY BOARD OF COMMISSIONERS**  
**January 29, 2021**

The Benzie County Board of Commissioners met in a special meeting on Friday, January 29, 2021, in the Frank Walterhouse Meeting Room, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chairman Bob Roelofs at 9:00 a.m.

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

The invocation was given by Commissioner Roelofs followed by the pledge of allegiance.

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

9:01 a.m. Public Input

Jeannette Feeheley spoke in support of Andy Miller for County Commissioner.

Mike Ross spoke in support of Chris Twigg for County Commissioner.

Barry and Catherine Hahn communicated in support of Chris Twigg for County Commissioner.

9:05 a.m. Public Input Closed

**Interviews for BOC – District III Vacancy**

Christine Twigg

Matt Stefanski

Andy Miller

10:10 a.m. Break

10:14 a.m. Reconvene

Chairman Roelofs thanks all of the candidates for showing an interest in serving on the board.

10:15 a.m. Public Input

Jim Dulzo spoke in support of Chris Twigg.

Jane Freeland-Gerschick spoke in support of Andy Miller.

Amy Ferris spoke in support of Chris Twigg.

Kristin Schuler spoke in support of Andy Miller.

Sherry Taylor stated that while serving on the Board of Commissioners that she never saw an issue that was for either party; we need to take politics out.

Leslie Roach spoke in support of Andy Miller.

Paula McLain spoke in support of Andy Miller.

Barb Skurdall spoke in support of Chris Twigg.

Liz Dobrzynski spoke in support of Andy Miller.

Mary Robling spoke in support of Chris Twigg.

10:26 a.m. Public Input Closed

Commissioners each fill out a tally sheet ranking each of the candidates. Chairman Roelofs and Clerk Olney will tally the votes.

#1 – Andy Miller – 6 votes

#2 – Chris Twigg – 3 votes; Matt Stefanski – 3 votes

## COMMISSIONERS

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January 29, 2021

Chairman Roelofs stated that it was unanimous for Andy Miller.

Motion by Sauer, seconded by Jeannot, to appoint Andy Miller to the vacant seat of District III Board of Commissioners with a term to expire December 31, 2022. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Clerk Olney gave Mr. Miller the oath of office.

Motion by Warsecke, seconded by Markey, to adjourn this special meeting at 10:32 a.m. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

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Bob Roelofs – Chair

Dawn Olney, Benzie County Clerk

### INDEX

1. Appointed Andy Miller to the vacant District III BOC seat thru 12/31/2022.

# Finance Report



**BILLS TO BE APPROVED FEBRUARY 9, 2021**

Motion to approve Vouchers in the amount of:

\$	62,596.71	General Fund (101)
\$	10,612.73	Jail Fund (213)
\$	10,848.59	Ambulance Fund & ALS (214)
\$	2,073.74	Funds 105-238
\$	3,998.17	ACO Fund (247)
\$	1,664.14	Building (249)
\$	2,926.05	Dispatch 911 Fund (261)
\$	102,124.00	Funds 239-292
\$	19,799.74	Funds 293-640
\$	143,399.20	701 Fund
\$	-	Trust and Agency Funds & MSU Trust and Agency Fund (702-771)
<u>\$</u>	<u>360,043.07</u>	

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FEB 04 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

## Payables January 27, 2021 to February 4, 2021

[illegible]

206-K-9 Fund

## 207-Sheriff Reserve's

## 208-Dive Team

209-Resource Officer

## 210-Benzie Kids

211-D.A.R.E. Fund

215-FOC

230-BVTMC

232-Planning/Zoning

235-CBDG

238-EDC

## 245-Remonumentation

## 256-Reg of Deeds

262-911-Training

269-Law Library

270-Platte River Bridge

## 271-Housing Grant

276-Council on Aging

285-Pt. Betsie Lighthouse

292-Child Care Fund

293-Soldiers Relief Fund

310-Gov't Ctr Addition-Debt

315-Benzie Leelanau Health

### 321-Jail Bond

371-Jail Bldg Debt Millage

## 425-Equipment Replace

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 101 BOARD OF COMMTSSIONERS							
101-101-860.00	TRAVEL	JEANNOT, ART	JANUARY 2021 MILEAGE	JANUARY 2021	02/04/21	16.80	79440
101-101-860.00	TRAVEL	SAUER, GARY	JANUARY 2021 MILEAGE	JANUARY 2021	02/04/21	28.56	79469
101-101-900.00	PRINTING & PUBLISHING	DA DESIGNS	FULL COLOR NAME BADGE/MILLER AND M 5281		02/04/21	39.00	79426
Total For Dept 101 BOARD OF COMMISSIONERS						84.36	
Dept 131 CIRCUIT COURT							
101-131-802.00	TRANSCRIPTS	AMANDA O'BRIEN	TRANSCRIPTS	01/12/21	01/28/21	127.60	79329
101-131-810.00	LEGAL FEES	DAVID G. GRUNST PC	CT APPT ATTY: BEN 750-001	11305	01/28/21	498.75	79344
101-131-813.00	PROBATION EXPENSES	WELLS FARGO VENDOR FI	COPIER PROBATION	5013462600	01/28/21	67.52	79389
101-131-860.00	TRAVEL	JOEL BORKAMP	MILEAGE & MEALS	123120	01/28/21	324.60	79356
101-131-860.00	TRAVEL	QUAGLIA, VINCENT	MILEAGE & MEALS	01/21/2021	01/28/21	197.32	79376
101-131-860.00	TRAVEL	LUCIUS, KATLYN	TRAVEL AND MEALS FOR JANUARY 2021	JANUARY 2021	02/04/21	250.40	79449
101-131-967.00	PROJECT EXPENSES - DRUG	KENNETH HILLIARD	CONTRACTED SERVICES DRUG COURT	02/04/2021	02/04/21	1,477.44	79441
101-131-967.00	PROJECT EXPENSES - DRUG	SAVE A LOT	CARDS FOR DRUG COURT	002000051227-22	02/04/21	60.00	79470
Total For Dept 131 CIRCUIT COURT						3,003.63	
Dept 136 DISTRICT COURT							
101-136-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVIC	FILE FOLDERS	113-0647519-002	01/28/21	71.97	79331
101-136-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	WATER/DELV FEE/JAN RENTAL	1150781	01/28/21	41.00	79363
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	INVOICES #148847493001 & #14885150	DP0169	01/28/21	43.19	79371
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	INVOICES #148847493001 & #14885150	DP0169	01/28/21	21.99	79371
101-136-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDIT	WATER/DELV FEE/FEB RENTAL ACCT#115	SEC CODE 8PL13	02/04/21	41.00	79451
101-136-727.00	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	150700900001	02/04/21	176.10	79458
101-136-805.10	PROBATE CT APPOINTED AT	BOSTIC LEGAL PLLC	L BACON / D PENFOLD / C JESTILA	1003-1035-1012	01/28/21	30.00	79338
101-136-805.10	PROBATE CT APPOINTED AT	BOSTIC LEGAL PLLC	L BACON / D PENFOLD / C JESTILA	1003-1035-1012	01/28/21	50.00	79338
101-136-806.00	PROBATE CT APPOINTED AT	BOSTIC LEGAL PLLC	L BACON / D PENFOLD / C JESTILA	1003-1035-1012	01/28/21	80.00	79338
101-136-806.00	SCREENING FEES	OPEN DOOR ASSESSMENT	20-340 SCREENING	DP0173	01/28/21	75.00	79372
101-136-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES	9871172608	01/28/21	222.30	79383
101-136-955.10	DUES & REGISTRATIONS	MADCM	2021 DUES (WALTER ARMSTRONG / AMAN	DP0174	01/28/21	150.00	79362
101-136-955.10	DUES & REGISTRATIONS	MPJRA	2021-2022 DUES (K NOWAK / K LONG-M	DP0178	02/04/21	200.00	79454
101-136-970.00	EQUIPMENT	CENTRAL CLEANING SYST	2 CARTONS DISENFACTANT	36992	02/04/21	319.60	79418
Total For Dept 136 DISTRICT COURT						1,522.15	
Dept 142 JUVENILE DIVISION							
101-142-727.00	OFFICE SUPPLIES	PURE WATER WORKS	WATER COOLER RENTAL	FEB	02/04/21	23.32	79462
101-142-727.00	OFFICE SUPPLIES	ROBINSON, KELLIE	REIM	2/1	02/04/21	58.39	79466
101-142-860.00	TRAVEL	CAMERON CLARK	REIM MILEAGE/PHONE	FEB 1	02/04/21	372.40	79415
101-142-900.00	PRINTING & PUBLISHING	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	54.00	79457
101-142-957.40	NON REIMBURSABLE EXPENSE	NMJOA	ANNUAL MEMBERSHIP FEE	1/21	01/28/21	40.00	79368
Total For Dept 142 JUVENILE DIVISION						548.11	
Dept 172 ADMINISTRATOR							
101-172-727.00	OFFICE SUPPLIES	VISA-MITCHELL DEISCH	JANUARY 2021 VISA BILLING - OFFICE	JANUARY 2021	01/28/21	15.89	79385
101-172-860.00	TRAVEL	DEISCH, MITCH	MILEAGE ALLOWANCE	02/04/2021	02/04/21	300.00	79428
101-172-955.10	DUES & REGISTRATIONS	MICHGAN MUNICIPAL LEA	2021 MME DUES FOR MITCH DEISCH	2021 MME DUES	02/04/21	145.00	79452
Total For Dept 172 ADMINISTRATOR						460.89	
Dept 215 COUNTY CLERK							
101-215-955.10	DUES & REGISTRATIONS	MPJRA	MPJRA DUES FOR TAMMY BOWERS	2021-2022	02/04/21	100.00	79455
101-215-955.10	DUES & REGISTRATIONS	MPJRA	MPJRA DUES FOR KIM CHILDS	2021-2022	02/04/21	100.00	79456
Total For Dept 215 COUNTY CLERK						200.00	
Dept 253 COUNTY TREASURER							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 253 COUNTY TREASURER							
101-253-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES - DATE STAMPS	461383-0	02/04/21	144.90	79439
101-253-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	OFFICE SUPPLIES	461229-0	02/04/21	53.24	79499
101-253-860.00	TRAVEL	THOMPSON, MICHELLE	MILEAGE FOR JANUARY 2021	02042021	02/04/21	12.77	79482
			Total For Dept 253 COUNTY TREASURER			210.91	
Dept 257 EQUALIZATION DEPARTMENT							
101-257-955.10	DUES & REGISTRATIONS	MICHIGAN ASSESSORS AS	MAA MEMBERSHIP RENEWAL	1/28/21	01/28/21	90.00	79364
			Total For Dept 257 EQUALIZATION DEPARTMENT			90.00	
Dept 265 BUILDING & GROUNDS							
101-265-821.00	GARBAGE DISPOSAL	AMERICAN WASTE	8YD DUMPSTER AND 4YD DUMPSTER JAN.	4185003	01/28/21	196.66	79332
101-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES	9871172608	01/28/21	131.22	79383
			Total For Dept 265 BUILDING & GROUNDS			327.88	
Dept 266 LEGAL & CONTRACTED SERVICES							
101-266-815.00	AUDITORS	MANER COSTERISAN	PROGRESS BILLING FOR AUDIT ENDING	12203	02/04/21	14,200.00	79500
			Total For Dept 266 LEGAL & CONTRACTED SERVICES			14,200.00	
Dept 267 PROSECUTING ATTORNEY							
101-267-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES	9871172608	01/28/21	43.74	79383
101-267-901.00	RESOURCE MATERIALS	REXL INC. DBA LEXISNE	4252ZSHK8 JANUARY 2021	309305337	02/04/21	88.00	79464
101-267-955.10	DUES & REGISTRATIONS	VISA-SARA SWANSON	SEM 2021 RENEWAL P71633 & P54337	2021 RENEWAL	01/28/21	365.00	79387
101-267-955.10	DUES & REGISTRATIONS	VISA-SARA SWANSON	SEM 2021 RENEWAL P71633 & P54337	2021 RENEWAL	01/28/21	365.00	79387
101-267-967.02	PROJECT EXPENSES - DOJ G	VERIZON WIRELESS	CELLULAR PHONES	9871172608	01/28/21	43.74	79383
			Total For Dept 267 PROSECUTING ATTORNEY			905.48	
Dept 275 DRAIN COMMISSION							
101-275-819.00	CONTRACT SERVICE - LAKE	DIXON, CRAIG	MONTHLY CONTRACTED SERVICES FOR DA	02/04/2021	02/04/21	333.33	79429
			Total For Dept 275 DRAIN COMMISSION			333.33	
Dept 285 CENTRAL SERVICES							
101-285-727.10	PAPER SUPPLIES	OFFICE DEPOT	40CS/PALLET OF PAPER	150268031001	01/28/21	1,599.60	79370
101-285-730.00	POSTAGE	CMRS-TP	POSTAGE METER RENTAL & ONE TIME OR	CIN#10600093313	02/04/21	2,500.00	79421
101-285-800.00	CONTRACTED SERVICES	FP FINANCE PROGRAM	QUARTERLY MAINTENANCE COUNTY COPIE	28643406	02/04/21	274.50	79431
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	94.49	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	156.96	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	84.76	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	293.75	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	132.18	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	118.25	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	289.12	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	75.00	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	133.24	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	43.23	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	106.35	79457
101-285-930.00	EQUIPMENT REPAIR	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	611.35	79457
			Total For Dept 285 CENTRAL SERVICES			6,512.78	
Dept 286 TECHNOLOGY SUPPORT							
101-286-970.00	EQUIPMENT	I.T. RIGHT	MID LEVEL PC, USP EXTENSION CABLE,	20167267	02/04/21	31.01	79436
101-286-970.00	EQUIPMENT	I.T. RIGHT	OFFICE 365 LICENSE ANNUAL SUBSCRIP	20167164	02/04/21	13,512.00	79436
			Total For Dept 286 TECHNOLOGY SUPPORT			13,543.01	
Dept 301 SHERIFF							



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Fund 101 GENERAL FUND							
Dept 301 SHERIFF							
101-301-727.00	OFFICE SUPPLIES	BENZIE COUNTY SHERIFF	COOLANT/FUEL/POSTAGE	PETTY CASH 0126	01/28/21	14.15	79336
101-301-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVIC	COMP EQUIP/OFF SUPP	1VLP-YG7G-7HHW	02/04/21	9.55	79402
101-301-727.00	OFFICE SUPPLIES	VISA=TROY LAWERSON	OFF SUPP	6759 01312021	02/04/21	112.46	79493
101-301-748.00	GAS, OIL & GREASE	AMAZON CAPITAL SERVIC	FILTER/CABLES	11CC-LWD3-3YMG	01/28/21	17.21	79330
101-301-748.00	GAS, OIL & GREASE	BENZIE COUNTY SHERIFF	COOLANT/FUEL/POSTAGE	PETTY CASH 0126	01/28/21	26.40	79336
101-301-748.00	GAS, OIL & GREASE	NAPA AUTO SUPPLY, INC	19-1 FILTER	5366-462218	01/28/21	12.76	79366
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, I	14-1 RADIATOR/COOLANT R&R	013562	01/28/21	579.66	79351
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, I	14-2 HEADLAMP REPAIR	013574	02/04/21	111.37	79434
101-301-749.00	VEHICLE REPAIRS	THIRLBY AUTOMOTIVE -	14-2 HEADLAMP	109059	02/04/21	12.25	79481
101-301-751.00	VEHICLE REPAIRS	VISA=ROSA KYLE	VECH REPAIRS	7179 01312021	02/04/21	396.33	79490
101-301-850.00	UNIFORMS	VISA=CHUBERS 1098	T&S, EQUIP, UNIFORMS/EQUIP- JAIL	01172021	01/28/21	260.94	79384
101-301-853.00	TELEPHONE	CHARTER COMMUNICATION	JAN 21 TO FEB 20, 2021 SERVICE	0010078012121	01/28/21	37.99	79341
101-301-967.02	CELLULAR PHONES-ROAD PAT	VERIZON WIRELESS	CELLULAR PHONES	9871172610	01/28/21	233.44	79383
101-301-970.02	PROJECT EXPENSES - DOJ G	VERIZON WIRELESS	CELLULAR PHONES	9871172610	01/28/21	495.63	79383
101-301-970.06	EQUIPMENT - COMPUTERS	VISA=CHUBERS 1098	T&S, EQUIP, UNIFORMS/EQUIP- JAIL	01172021	01/28/21	67.87	79384
101-301-970.06	EQUIPMENT - COMPUTERS	AMAZON CAPITAL SERVIC	CABLES - COMPUTER	1VRP-TTX3-FDVC	01/28/21	7.98	79330
101-301-980.00	EQUIPMENT - COMPUTERS	AMAZON CAPITAL SERVIC	SCREEN - US	1KTT-DVTQ-FD1G	01/28/21	109.99	79330
101-301-980.00	VEHICLE EQUIPMENT	RAYSHORE TIRE & AUTO	21-1 TIRE INSTALL	37105	01/28/21	40.00	79334
101-301-980.00	VEHICLE EQUIPMENT	GRAND TRAVERSE MOBILE	21.1 EQUIP INSTALL	55024	01/28/21	3,274.49	79349
101-301-980.00	VEHICLE EQUIPMENT	INK 231	21-1 DECAL INSTALL	P2100005	01/28/21	312.00	79355
101-301-980.00	VEHICLE EQUIPMENT	GRAND TRAVERSE MOBILE	14-4 EQUIP REMOVAL	55132	02/04/21	467.50	79433
Total For Dept 301 SHERIFF						6,599.97	
Dept 333 SECONDARY ROAD PATROL							
FRINGE BENEFITS							
101-333-725.00		44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021	210143	02/04/21	22.90	79397
Total For Dept 333 SECONDARY ROAD PATROL						22.90	
Dept 426 EMERGENCY MANAGEMENT							
101-426-725.00	FRINGE BENEFITS	44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021	210143	02/04/21	9.20	79397
101-426-727.00	OFFICE SUPPLIES	I.T. RIGHT	SOLID STATE HARD DRIVE FOR RADIO R	20167070	01/28/21	140.00	79354
101-426-727.00	OFFICE SUPPLIES	VISA=RHUBERS	EMERGENCY MANAGEMENT VISA CHARGES	0975	01/28/21	11.54	79386
101-426-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	DESIGN JET ROLL PAPER	461437-0	02/04/21	88.96	79499
Total For Dept 426 EMERGENCY MANAGEMENT						249.70	
Dept 648 MEDICAL EXAMINER							
101-648-970.00	EQUIPMENT- MEDICAL EXAMI	HEALTHCARE WASTE MANA	31 DRUMS	46852	01/28/21	420.00	79350
Total For Dept 648 MEDICAL EXAMINER						420.00	
Dept 649 MENTAL HEALTH							
APPROPRIATIONS							
101-649-836.00		CENTRA WELLNESS NETWO	MONTHLY APPROPRIATION FEB 21	001080	02/04/21	10,006.17	79417
Total For Dept 649 MENTAL HEALTH						10,006.17	
Dept 751 PARKS & RECREATION DEPARTMENT							
101-751-721.00	PER DIEM	DUPERRON, SEAN	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	35.00	79347
101-751-721.00	PER DIEM	HOOGERP, EDWARD	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	35.00	79352
101-751-721.00	PER DIEM	KRAUS, CHARLES	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	35.00	79358
101-751-721.00	PER DIEM	MICK, TED	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	35.00	79365
101-751-721.00	PER DIEM	PRACOCK, TAD	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	35.00	79373
101-751-721.00	PER DIEM	ZENKER, SUSAN K.	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	35.00	79393
101-751-800.00	CONTRACTED SERVICES	BENZIE CONSERVATION D	6 HRS. TO BUILD AND INSTALL SIGN Z	425	02/04/21	180.00	79405
101-751-804.00	RECORDING SERVICES	LEACH, KASSIE	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	75.00	79394
101-751-860.00	TRAVEL	DUPERRON, SEAN	PARKS & REC MEETING 1/25/21	PER DIEM	01/28/21	9.52	79347
101-751-860.00	TRAVEL	HOOGERP, EDWARD	PARKS & REC MEETING 1/25/21	MILEAGE	01/28/21	1.68	79352

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<b>Fund 101 GENERAL FUND</b>							
<b>Dept 751 PARKS &amp; RECREATION DEPARTMENT</b>							
101-751-860.00	TRAVEL	KRAUS, CHARLES	PARKS & REC MEETING 1/25/21	MILEAGE	01/28/21	12.32	79358
101-751-860.00	TRAVEL	LEACH, KASSIE	PARKS & REC MEETING 1/25/21	MILEAGE	01/28/21	4.59	79359
101-751-860.00	TRAVEL	PEACOCK, TAD	PARKS & REC MEETING 1/25/21	MILEAGE	01/28/21	2.24	79373
101-751-860.00	TRAVEL	ZENKER, SUSAN K.	PARKS & REC MEETING 1/25/21	MILEAGE	01/28/21	5.60	79393
			Total For Dept 751 PARKS & RECREATION DEPARTMENT			500.95	
<b>Dept 852 MEDICAL INSURANCE</b>							
101-852-717.00	MEDICAL/DENTAL/VISION IN	CONQUEST, JEFF	RETIREE HEALTH SUPPLEMENT BENEFIT	02/04/2021	02/04/21	175.00	79423
101-852-717.00	MEDICAL/DENTAL/VISION IN	KOSIBOSKI, JEFFREY	RETIREE HEALTH SUPPLEMENT BENEFIT	02/04/2021	02/04/21	175.00	79443
101-852-717.00	MEDICAL/DENTAL/VISION IN	LAUTENBACH, LORI	RETIREE HEALTH SUPPLEMENT BENEFIT	02/04/2021	02/04/21	175.00	79446
101-852-717.00	MEDICAL/DENTAL/VISION IN	TUCKER, DAVID	MONTHLY RETIREE HEALTHCARE SUPPLEM	02/04/2021	02/04/21	175.00	79487
101-852-800.00	CONTRACTED SERVICES - CA	44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021	210143	02/04/21	903.55	79397
			Total For Dept 852 MEDICAL INSURANCE			1,603.55	
<b>Dept 870 UNEMPLOYMENT INSURANCE</b>							
101-870-725.04	UNEMPLOYMENT INS		UNEMPLOYMENT INSURANCE DUE	0805078000	02/04/21	1,250.94	79488
			Total For Dept 870 UNEMPLOYMENT INSURANCE			1,250.94	
			Total For Fund 101 GENERAL FUND			62,596.71	
<b>Fund 205 TNT OFFICER MILLAGE FUND</b>							
<b>Dept 000</b>							
205-000-725.00	FRINGE BENEFITS	44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021	210143	02/04/21	22.90	79397
205-000-748.00	GAS, OIL & GREASE	XPRESS LUBE	19.3 OC	57490	01/28/21	59.85	79391
205-000-840.00	INTELL/INVESTIGATIONS	TRANSMUNION RISK & ALT	INTELL	939561-202101-1	02/04/21	75.00	79486
205-000-840.00	INTELL/INVESTIGATIONS	VISA=TED SCHENDEL	T&S/INTEL/MAINT/COMP EQUIP/JAIL RE	7419 01312021	02/04/21	232.00	79491
205-000-853.00	CELLULAR PHONES-TNT	VERIZON WIRELESS	CELLULAR PHONES	9871172610	01/28/21	40.81	79383
			Total For Dept 000			430.56	
			Total For Fund 205 TNT OFFICER MILLAGE FUND			430.56	
<b>Fund 206 SHERIFF'S K-9 FUND</b>							
<b>Dept 000</b>							
206-000-967.00	PROJECT EXPENSES	PLATTE LAKE VETERINAR	K9 MEDS	300292	02/04/21	193.00	79460
			Total For Dept 000			193.00	
			Total For Fund 206 SHERIFF'S K-9 FUND			193.00	
<b>Fund 209 SCHOOL RESOURCE OFFICER</b>							
<b>Dept 000</b>							
209-000-725.00	FRINGE BENEFITS	44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021	210143	02/04/21	18.40	79397
			Total For Dept 000			18.40	
			Total For Fund 209 SCHOOL RESOURCE OFFICER			18.40	
<b>Fund 213 JAIL OPERATIONS FUND</b>							
<b>Dept 265 BUILDING &amp; GROUNDS</b>							
213-265-782.00	MAINTENANCE SUPPLIES	AMAZON CAPITAL SERVIC	MONITOR/JAIL REPAIRS/SUPPLIES	1YGC-PMGP-37QY	01/28/21	23.97	79330
213-265-782.00	MAINTENANCE SUPPLIES	NUGENT ACE HARDWARE	JAIL SUPPLIES/REPAIRS	1444 01252021	01/28/21	54.42	79369
213-265-782.00	MAINTENANCE SUPPLIES	AMAZON CAPITAL SERVIC	JAIL MAINT SUPPLIES	11Q6-HGKH-D91H	02/04/21	258.57	79402
213-265-782.00	MAINTENANCE SUPPLIES	SHOP AND SAVE	MAINT SUPP	29923	02/04/21	12.99	79472
213-265-782.00	MAINTENANCE SUPPLIES	VISA=TED SCHENDEL	T&S/INTEL/MAINT/COMP EQUIP/JAIL RE	7419 01312021	02/04/21	62.33	79491
213-265-783.00	EQUIP. SERVICES & SUPPLI	NUGENT ACE HARDWARE	JAIL SUPPLIES/REPAIRS	1444 01252021	01/28/21	12.99	79369
213-265-783.00	EQUIP. SERVICES & SUPPLI	KSS ENTERPRISES	BODY WASH	1274870-1	02/04/21	65.00	79444

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Fund 213 JAIL OPERATIONS FUND							
Dept 265 BUILDING & GROUNDS							
213-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES	9871172610	01/28/21	92.48	79383
213-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES	9871172608	01/28/21	48.74	79383
213-265-935.00	JAIL REPAIRS	NUGENT ACE HARDWARE	JAIL SUPPLIES/REPAIRS	1444 01252021	01/28/21	55.97	79369
213-265-935.00	JAIL REPAIRS	SHERWIN-WILLIAMS	JAIL REPAIRS	0869-1	02/04/21	122.63	79471
213-265-935.00	JAIL REPAIRS	VISA-TED SCHENDEL	T&S-INTEL/MAINT/COMP EQUIP/JAIL RE	7419 01312021	02/04/21	50.09	79491
Total For Dept 265 BUILDING & GROUNDS						860.18	
Dept 351 JAIL - CORRECTIONS							
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVIC	MONITOR/JAIL REPIARS/SUPPLIES	1YGC-PMGP-37QY	01/28/21	5.98	79330
213-351-727.00	OFFICE SUPPLIES	BENZIE COUNTY SHERIFF	COOLANT/FUEL/POSTAGE	PETTY CASH 0126	01/28/21	10.00	79336
213-351-727.00	OFFICE SUPPLIES	VISA-TED SCHENDEL	T&S-INTEL/MAINT/COMP EQUIP/JAIL RE	7419 01312021	02/04/21	18.72	79491
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPPLIES 01/10/21 TO 01/16/20	104159	01/28/21	1,770.16	79340
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	01/17 TO 01/23/21 FOOD SUPPLIES	104335	02/04/21	1,898.90	79416
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPPLIES	104516	02/04/21	1,936.14	79416
213-351-748.00	GAS, OIL & GREASE	BENZIE COUNTY SHERIFF	COOLANT/FUEL/POSTAGE	PETTY CASH 0126	01/28/21	28.00	79336
213-351-751.00	UNIFORMS	VISA-GHUBERS 1098	T&S, EQUIP, UNIFORMS/EQUIP- JAIL	01172021	01/28/21	165.96	79384
213-351-940.20	EQUIPMENT LEASE - COPIER	NETLINK BUSINESS SOLU	QUARTERLY COPIER INVOICE 10192020	141766	01/28/21	840.98	79367
213-351-940.20	EQUIPMENT LEASE - COPIER	TEAM FINANCIAL GROUP,	COPIER LEASE	00045934	02/04/21	461.25	79478
213-351-961.00	TRAINING & SCHOOLS	VISA-TED SCHENDEL	T&S-INTEL/MAINT/COMP EQUIP/JAIL RE	7419 01312021	02/04/21	99.00	79491
213-351-963.00	COMPUTER EQUIPMENT	AMAZON CAPITAL SERVIC	MONITOR/JAIL REPIARS/SUPPLIES	1YGC-PMGP-37QY	01/28/21	109.99	79330
213-351-963.00	COMPUTER EQUIPMENT	AMAZON CAPITAL SERVIC	FILTER/CABLES	11CC-LWD3-3YMG	01/28/21	9.89	79330
213-351-963.00	COMPUTER EQUIPMENT	I.T. RIGHT	JAIL CONTROL COMPUTER	20167071	01/28/21	1,195.45	79354
213-351-963.00	COMPUTER EQUIPMENT	AMAZON CAPITAL SERVIC	KYBOARD/MOUSE X2	1CHV-YCLJ-FPJ3	02/04/21	72.06	79402
213-351-963.00	COMPUTER EQUIPMENT	AMAZON CAPITAL SERVIC	COMP EQUIP/OFF SUPP	1V1P-YG7G-7HHW	02/04/21	20.99	79402
213-351-963.00	COMPUTER EQUIPMENT	GRAND TRAVERSE MOBILE	CABLE REPAIR	55149	02/04/21	63.75	79433
213-351-963.00	COMPUTER EQUIPMENT	I.T. RIGHT	OFFICE 365 LICENSE ANNUAL SUBSCRIP	20167164	02/04/21	480.00	79436
213-351-963.00	COMPUTER EQUIPMENT	VISA=DAN SMITH	T&S/COMP EQUIP/EQUIP	7195 01312021	02/04/21	236.64	79489
213-351-963.00	COMPUTER EQUIPMENT	VISA-TED SCHENDEL	T&S-INTEL/MAINT/COMP EQUIP/JAIL RE	7419 01312021	02/04/21	36.54	79491
213-351-970.00	COMPUTER EQUIPMENT	VISA=DAN SMITH	T&S/COMP EQUIP/EQUIP	7195 01312021	02/04/21	34.95	79489
Total For Dept 351 JAIL - CORRECTIONS						9,495.35	
Dept 852 MEDICAL INSURANCE							
213-852-800.00	CONTRACTED SERVICES - CA	44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021	210143	02/04/21	257.20	79397
Total For Dept 852 MEDICAL INSURANCE						257.20	
Total For Fund 213 JAIL OPERATIONS FUND						10,612.73	
Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 000							
214-000-307.04	NOTE PAYABLE	STREYKER FLEX FINANCIA	CARDIAC MONITOR PAYMENT	198137	01/28/21	3,945.51	79382
Total For Dept 000						3,945.51	
Dept 265 BUILDING & GROUNDS							
214-265-850.01	INTERNET SERVICE	DIRECT TV	ST2 TV	005211534X21011	01/28/21	162.98	79345
214-265-850.01	INTERNET SERVICE	CENTURYLINK	ST 2 INTERNET	2-19-21	02/04/21	308.11	79419
214-265-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES	98711726909	01/28/21	88.31	79383
214-265-923.00	FUEL - PROPANE GAS	DYE ENERGY	1901 N. THOMPSONVILLE ROAD	920005954614	01/28/21	409.16	79346
Total For Dept 265 BUILDING & GROUNDS						968.56	
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-727.00	OFFICE SUPPLIES	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	60.00	79457
214-655-727.00	OFFICE SUPPLIES	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	48.00	79457
214-655-727.00	OFFICE SUPPLIES	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	11.61	79457

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Fund 214 EMERGENCY MEDICAL SERVICES (EMS) FUND							
Dept 655 ADVANCED LIFE SUPPORT (ALS)							
214-655-727.00	OFFICE SUPPLIES	VISA=THOMAS KING	VISA BILL ( CALVIN DENNIS COMP PRE	1-17-21	02/04/21	40.00	79492
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	MED SUPPLIES	83923291	01/28/21	845.80	79339
214-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, L	PAPR SUPPLIES	83936876	02/04/21	471.48	79414
214-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	9108900026	01/28/21	301.84	79328
214-655-735.10	MEDICAL SUPPLIES - GAS	PURITY CYLINDER GASSE	OXYGEN	01124210	01/28/21	161.21	79375
214-655-748.00	GAS, OIL & GREASE	SHELL CREDIT CARD	FUEL	69643429	01/28/21	296.61	79379
214-655-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL	1402	02/04/21	2,027.39	79406
214-655-749.00	VEHICLE REPAIRS	BENZIE TRANSPORTATION	A33 OIL, AND HEAD LAMP	2491	01/28/21	194.08	79337
214-655-749.00	VEHICLE REPAIRS	BENZIE TRANSPORTATION	A32 FRONT TIRES	2490	01/28/21	344.34	79337
214-655-749.00	VEHICLE REPAIRS	THRILBY AUTO - ALS/EM	100815, 100868, 101323	91853	02/04/21	418.28	79480
214-655-855.00	RADIO MAINTENANCE/EQUIPM	GRAND TRAVERSE MOBILE	AMBULANCE WIRELESS ISSUES	55126	01/28/21	255.00	79349
214-655-961.00	TRAINING & SCHOOLS	VISA=THOMAS KING	VISA BILL ( CALVIN DENNIS COMP PRE	1-17-21	02/04/21	175.00	79492
Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)						5,650.64	
Dept 852 MEDICAL INSURANCE							
214-852-717.00	MEDICAL/DENTAL/VISION IN	VISA=THOMAS KING	VISA BILL ( CALVIN DENNIS COMP PRE	1-17-21	02/04/21	8.28	79492
214-852-800.00	CONTRACTED SERVICES - CA	44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021	210143	02/04/21	275.60	79397
Total For Dept 852 MEDICAL INSURANCE						283.88	
Total For Fund 214 EMERGENCY MEDICAL SERVICES (E						10,848.59	
Fund 217 SNOWMOBILE PATROL FUND							
Dept 332 SNOWMOBILE LAW ENFORCEMENT							
217-332-749.00	VEHICLE REPAIRS	GRAND TRAVERSE MOBILE	SNOWMOBILE REPAIRS - LIGHTS	55047	01/28/21	466.65	79349
217-332-751.00	UNIFORMS	AMAZON CAPITAL SERVIC	PANTS - SNOW UNIFORMS	1RKR-JXGH-IDNW	02/04/21	91.42	79402
Total For Dept 332 SNOWMOBILE LAW ENFORCEMENT						558.07	
Total For Fund 217 SNOWMOBILE PATROL FUND						558.07	
Fund 228 SOLID WASTE/RECYCLING FUND							
Dept 000							
228-000-721.00	PER DIEM	ANNIE BROWNING	SWAC PER DIEM	01282021	02/04/21	35.00	79404
228-000-721.00	PER DIEM	COTE, CHRISTOPHER	SWAC PER DIEM	01282021	02/04/21	35.00	79424
228-000-721.00	PER DIEM	DAVID SCHAEFFER	SWAC PER DIEM	01282021	02/04/21	35.00	79427
228-000-721.00	PER DIEM	WARREN, TODD	SWAC PER DIEM	01282021	02/04/21	35.00	79494
228-000-721.00	PER DIEM	WOOD, MARLENE	SWAC PER DIEM	01282021	02/04/21	35.00	79498
228-000-748.00	GAS, OIL & GREASE	XPRESS LUBE	OIL CHANGE	57575	01/21/21	51.67	79390
228-000-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL FOR JANUARY 2021	1401	02/04/21	118.79	79407
228-000-850.00	TELEPHONE	VERIZON WIRELESS	CELLULAR PHONES	9871172608	01/28/21	43.74	79383
228-000-860.00	TRAVEL	WARREN, TODD	SWAC MILEAGE	01282021	02/04/21	8.05	79494
228-000-860.00	TRAVEL	WOOD, MARLENE	SWAC MILEAGE	01282021	02/04/21	1.15	79498
228-000-900.00	PUBLIC RELATIONS-PRINTG/	BENZIE TRANSPORTATION	BUS WRAP JANUARY 2021	2493	02/04/21	187.50	79411
228-000-900.00	PUBLIC RELATIONS-PRINTG/	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	87.81	79457
228-000-934.00	OTHER REPAIRS/ MAINTENAN	A J'S EXCAVATING LLC	JANUARY SNOW PLOWING	12185	02/04/21	50.00	79399
228-000-963.00	COMPUTER SUPPORT	I.T. RIGHT	OFFICE 365 LICENSE ANNUAL SUBSCRIP	20167164	02/04/21	150.00	79436
Total For Dept 000						873.71	
Total For Fund 228 SOLID WASTE/RECYCLING FUND						873.71	
Fund 241 LAND BANK AUTHORITY FUND							
Dept 000							
241-000-967.00	PROJECT EXPENSES	ALMIRA TOWNSHIP TREAS	WINTER 2020 TAXES 01-029-003-40	02032021	02/04/21	25.35	79401
241-000-967.00	PROJECT EXPENSES	GILMORE TOWNSHIP TREA	WINTER 2020 TAXES 06-501-139-10	02032021	02/04/21	2.60	79432
241-000-967.00	PROJECT EXPENSES	WELDON TOWNSHIP TREAS	WINTER 2020 TAXES 12-501-092-01	02032021	02/04/21	99.31	79495



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Fund 241 LAND BANK AUTHORITY FUND							
Dept 000							
Fund 247 ANIMAL CONTROL FUND							
Dept 265 BUILDING & GROUNDS							
247-265-853.00	CELLULAR PHONES	VERIZON WIRELESS		9871172608	01/28/21	97.48	79383
247-265-924.00	ELECTRIC & HEATING	CONSUMERS ENERGY	ELECTRIC BILL FOR JAN	202519496135	01/28/21	166.72	79343
247-265-924.00	ELECTRIC & HEATING	DTE ENERGY	GAS BILL FOR JAN 2021	910020929329	01/28/21	170.44	79346
247-265-935.00	BUILDING REPAIRS	GILBERT SALES AND SER	POWERWASHER FIX	74364	01/28/21	351.75	79348
Total For Dept 000						127.26	
Total For Fund 241 LAND BANK AUTHORITY FUND						127.26	
Fund 430 ANIMAL CONTROL							
Dept 430 ANIMAL CONTROL							
247-430-727.00	OFFICE SUPPLIES	SHOP AND SAVE	TRASH BAGS AND AIR FRESHENERS	29767	01/28/21	16.73	79380
247-430-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD CO	FUEL FOR JAN 2021	1403	02/04/21	314.60	79408
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	27-20C SPAY AND VACC/26-20C OFFICE	298491	01/28/21	299.19	79374
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	113-20D	299480	01/28/21	231.25	79374
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	59-20C SPAY AND EXAM AND VACC/ 64-	299830	01/28/21	354.30	79374
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	53-20C NEUTER AND VACC/41-20C SPA	298435	01/28/21	240.46	79374
247-430-835.20	VET & DRUG FEES	PLATTE LAKE VETERINAR	49-20C SPAY AND VACC/39-20C SPAY A	297996	01/28/21	475.89	79374
247-430-835.30	LIVESTOCK EXPENSES	ROGER KNAPP	BOARDING FEED AND HOVEE TRIM FOR S	01-2021	02/04/21	756.40	79467
247-430-900.00	PRINTING & PUBLISHING	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	8.17	79457
247-430-900.00	PRINTING & PUBLISHING	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	10.99	79457
247-430-945.20	DISPOSALS & BURLIALS	AMERICAN WASTE	TRASH BILL FOR JAN	4186288	01/28/21	17.00	79332
247-430-970.00	EQUIPMENT	I.T. RIGHT	OFFICE 365 LICENSE ANNUAL SUBSCRIP	20167164	02/04/21	450.00	79436
Total For Dept 430 ANIMAL CONTROL						3,174.98	
Dept 852 MEDICAL INSURANCE							
247-852-800.00							
CONTRACTED SERVICES - CA 44 NORTH							
COBRA, HRA, FSA FOR JANUARY 2021						36.80	79397
Total For Dept 852 MEDICAL INSURANCE						36.80	
Total For Fund 247 ANIMAL CONTROL FUND						3,998.17	
Fund 249 BUILDING DEPARTMENT FUND							
Dept 371 BUILDING INSPECTOR							
249-371-900.00	PRINTING & PUBLISHING	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	289.14	79457
249-371-955.10	DUES & REGISTRATIONS	INTERNATIONAL CODE CO	GOVERNMENT MEMBERSHIP DUES POP UP	3298544	02/04/21	145.00	79438
249-371-963.00	COMPUTER SUPPORT	I.T. RIGHT	MID LEVEL PC, USP EXTENSION CABLE,	20167267	02/04/21	780.00	79436
249-371-963.00	COMPUTER SUPPORT	I.T. RIGHT	OFFICE 365 LICENSE ANNUAL SUBSCRIP	20167164	02/04/21	450.00	79436
Total For Dept 371 BUILDING INSPECTOR						1,664.14	
Total For Fund 249 BUILDING DEPARTMENT FUND						1,664.14	
Fund 261 911 EMERGENCY SERVICE FUND							
Dept 325 DISPATCH/COMMUNICATION							
261-325-727.00	OFFICE SUPPLIES	VISA=RHUBERS	CENTRAL DISPATCH VISA CHARGES BILL	0975	01/28/21	1,553.98	79386
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL	WESTTEL 911 MONTHLY SERVICE AND MA	1689	02/04/21	938.00	79496
261-325-853.00	CELLULAR PHONES	VERIZON WIRELESS	CELLULAR PHONES	98711726909	01/28/21	43.74	79383
Total For Dept 325 DISPATCH/COMMUNICATION						2,535.72	
Dept 852 MEDICAL INSURANCE							
261-852-800.00							
CONTRACTED SERVICES - CA 44 NORTH							
COBRA, HRA, FSA FOR JANUARY 2021						146.05	79397
Total For Dept 852 MEDICAL INSURANCE						146.05	

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Fund 261 911 EMERGENCY SERVICE FUND							
Dept 870 UNEMPLOYMENT INSURANCE							
261-870-725.04	UNEMPLOYMENT INS	UNEMPLOYMENT INSURANC	UNEMPLOYMENT INSURANCE DUE	0805078000	02/04/21	244.28	79488
			Total For Dept 870 UNEMPLOYMENT INSURANCE			244.28	
			Total For Fund 261 911 EMERGENCY SERVICE FUND			2,926.05	
Fund 263 LOCAL CORRECTION OFFICER'S TRAINING FUND							
Dept 362 OTHER CORRECTIONS ACTIVITIES							
263-362-961.00	TRAINING & SCHOOLS	KNRCONTROL, LLC	COOPER - TRAINING 0329 TO 04/02/20 LAKE SHORE 107		01/28/21	550.00	79357
263-362-961.00	TRAINING & SCHOOLS	ACME SPORTS INC	9MM - 500 ROUNDS - AMMO TRNG 40046		02/04/21	149.20	79400
263-362-961.00	TRAINING & SCHOOLS	KNRCONTROL, LLC	BEEMAN - PPCT/HFS INSTRUCTOR TRNG LAKESHORE 108		02/04/21	550.00	79442
263-362-961.00	TRAINING & SCHOOLS	VISA=DAN SMITH	T&S/COMP EQUIP/EQUIP 7195 01312021		02/04/21	189.56	79489
			Total For Dept 362 OTHER CORRECTIONS ACTIVITIES			1,438.76	
			Total For Fund 263 LOCAL CORRECTION OFFICER'S TR			1,438.76	
Fund 265 JUSTICE TRAINING (302) FUND							
Dept 000							
265-000-967.00	PROJECT EXPENSES	VISA=GHUBERS 1098	T&S, EQUIP, UNIFORMS/EQUIP- JAIL 01172021		01/28/21	194.00	79384
265-000-967.00	PROJECT EXPENSES	VISA=TED SCHENDEL	T&S/INTEL/MAINT/COMP EQUIP/JAIL RE 7419 01312021		02/04/21	194.00	79491
			Total For Dept 000			388.00	
			Total For Fund 265 JUSTICE TRAINING (302) FUND			388.00	
Fund 276 COMMISSION ON AGING MILLAGE FUND							
Dept 000							
276-000-001.00	CASH SSB SAV 213	44 NORTH	COBRA, HRA, FSA FOR JANUARY 2021 210143		02/04/21	22.90	79397
276-000-800.00	CONTRACTED SERVICES	BENZIE SENIOR RESOURC	MONTHLY PYMT FOR CONTRACTED SERVICE 02/04/2021		02/04/21	96,453.33	79410
			Total For Dept 000			96,476.23	
			Total For Fund 276 COMMISSION ON AGING MILLAGE F			96,476.23	
Fund 285 POINT BETSIE LIGHTHOUSE FUND							
Dept 000							
285-000-967.00	PROJECT EXPENSES	BAIRD.	PROFESSIONAL SERVICES JANUARY 15, 71592		01/28/21	3,375.00	79333
			Total For Dept 000			3,375.00	
			Total For Fund 285 POINT BETSIE LIGHTHOUSE FUND			3,375.00	
Fund 292 CHILD CARE FUND							
Dept 000							
292-000-840.95	IN HOME CARE MISC.	STEPHANIE KIDDER	REIM FOR OURFAMILYWIZARD SUBSCRIPT 1/26		01/28/21	119.97	79381
292-000-850.00	TELEPHONE	CAMERON CLARK	REIM MILEAGE/PHONE FEB 1		02/04/21	50.00	79415
292-000-850.00	TELEPHONE	ROBINSON, KELLIE	REIM 2/1		02/04/21	50.00	79466
292-000-860.00	TRAVEL/GAS CARDS	BENZIE TRANSPORTATION	BUS PASSES FOR IHC CLIENTS 2472		01/28/21	70.00	79337
292-000-860.00	TRAVEL/GAS CARDS	ROBINSON, KELLIE	REIM 2/1		02/04/21	10.97	79466
292-000-862.01	INCENTIVES	ROBINSON, KELLIE	REIM 2/1		02/04/21	17.81	79466
			Total For Dept 000			318.75	
			Total For Fund 292 CHILD CARE FUND			318.75	
Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVIC	CREDIT MEMO VA EQUIPMENT FOR CAR 17XL-4DGF-FG4P		01/28/21	(18.99)	79330
293-000-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	VETERAN'S OFFICE SUPPLIES 461904-0		02/04/21	13.94	79439

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Fund 293 VETERAN'S RELIEF FUND							
Dept 000							
293-000-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CEN	PLANNER FOR VETERANS	461252-0	02/04/21	16.99	79499
293-000-839.10	VETERANS FINANCIAL AID	ORR MANAGEMENT LLC	VETERAN BENEFIT - RENTAL PAYMENT	VET RENT	02/04/21	950.00	79459
293-000-839.20	PEACETIME VETERANS ASSIS	AMERIGAS	VA BENEFIT ACCT 203130698	3115515055	02/04/21	219.00	79403
293-000-839.20	PEACETIME VETERANS ASSIS	CHERRYLAND ELECTRIC	VET BENEFIT #7238416	7238416	02/04/21	406.41	79420
293-000-900.00	PRINTING & PUBLISHING	NETLINK BUSINESS SOLU	QUARTERLY MAINTENANCE COUNTY COPIE	141780	02/04/21	55.67	79457
293-000-963.00	COMPUTER SUPPORT	I.T. RIGHT	OFFICE 365 LICENSE ANNUAL SUBSCRIP	20167164	02/04/21	150.00	79436
			Total For Dept 000			1,793.02	
			Total For Fund 293 VETERAN'S RELIEF FUND			1,793.02	
Fund 401 CAPITAL IMPROVEMENT FUND							
Dept 000							
401-000-967.00	PROJECT EXPENSES	TOTAL SECURITY SOLUTI	FINAL 50% FOR ACRYLIC & CLERK, ROD	1014231	02/04/21	14,112.00	79484
401-000-967.00	PROJECT EXPENSES	TOTAL SECURITY SOLUTI	ADDITIONAL COST FOR MATERIAL AT RO	1014280	02/04/21	320.00	79485
			Total For Dept 000			14,432.00	
			Total For Fund 401 CAPITAL IMPROVEMENT FUND			14,432.00	
Fund 425 EQUIPMENT REPLACEMENT FUND							
Dept 301 SHERIFF							
425-301-749.00	PATROL CAR EXPENSES	WATSON BENZIE LLC	20-1 AND 20-2 WARRANTY	012721 WARR SWT	01/28/21	551.25	79388
			Total For Dept 301 SHERIFF			551.25	
Dept 426 EMERGENCY MANAGEMENT							
425-426-967.02	PROJECT EXPENSES - CERT	R&R INDUSTRIES	CERT OUTERWARE PROJECT EXPENSE	592287	01/28/21	539.38	79377
425-426-967.02	PROJECT EXPENSES - CERT	VISA=RHUBERS	EMERGENCY MANAGEMENT VISA CHARGES	0975	01/28/21	133.93	79386
			Total For Dept 426 EMERGENCY MANAGEMENT			673.31	
			Total For Fund 425 EQUIPMENT REPLACEMENT FUND			1,224.56	
Fund 516 DELINQUENT TAX REVOLVING FUND							
Dept 000							
516-000-694.00	CASH OVER/SHORT	TERRY LEE DICKEY	OVERPAID ON DELINQUENT TAXES	01262021	02/04/21	214.09	79479
			Total For Dept 000			214.09	
			Total For Fund 516 DELINQUENT TAX REVOLVING FUND			214.09	
Fund 532 TAX FORECLOSURE FUND							
Dept 253 COUNTY TREASURER							
532-253-730.00	POSTAGE	TITLE CHECK LLC	CERTIFIED MAILING FOR 2018 FORECLO	CM2012-40	02/04/21	2,136.07	79483
			Total For Dept 253 COUNTY TREASURER			2,136.07	
			Total For Fund 532 TAX FORECLOSURE FUND			2,136.07	
Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-214.01	DUE TO SHERIFF'S DEPT -	BENZIE COUNTY SHERIFF	JANUARY 2021 OWI REIMBURSEMENT	DP0179	02/04/21	381.00	79409
701-136-228.20	DUE STATE - DNR JUDGE	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	395.00	79475
701-136-228.30	DUE STATE - D. L. REINS	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	45.00	79475
701-136-228.37	DUE STATE - CRIME VICIM	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	1,651.50	79475
701-136-228.42	DUE STATE - STATE COURT	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	150.00	79475
701-136-228.47	DUE STATE - OWI REIMBURS	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	485.00	79475
701-136-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	300.00	79475
701-136-228.57	DUE STATE - STATE JURY	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	45.00	79475

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Fund 701 GENERAL AGENCY FUND							
Dept 136 DISTRICT COURT							
701-136-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	1,386.00	79475
701-136-228.59	DUE STATE - JUSTICE SYST	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	DCST01/21	02/04/21	2,415.00	79475
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FORFEITED: J T RYAN III	20-333-SD	01/28/21	500.00	79327
701-136-265.00	CASH BONDS PAYABLE	HUBBLE, JOHNATHAN EDW	BOND RETURN: J E HUBBLE	20-X3809877-SI	01/28/21	500.00	79353
701-136-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT -	BOND TRANSFER: ROBERT ERIC BACHMAN	20-262-FY	02/04/21	200.00	79395
701-136-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT -	BOND TRANSFER: TYLER RAY LESLIE	20-387-FY	02/04/21	1,000.00	79396
701-136-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND APPLIED/COSTS	DP0187	02/04/21	100.00	79398
701-136-271.00	RESTITUTIONS PAYABLE	ZAVALE, LOTTIE	RESTITUTION PYMT FROM KRAIG HUMSTA	17-0139-SM	01/28/21	5.00	79392
701-136-271.00	RESTITUTIONS PAYABLE	RYKSE, BRAD	RESTITUTION PYMT FROM LARRY L BROW	19-203-FY	02/04/21	50.00	79468
701-136-271.00	RESTITUTIONS PAYABLE	SINGLETON, MEGAN	RESTITUTION PYMT FROM SHAWN K ROBE	19-375-SM	02/04/21	40.00	79473
701-136-271.00	RESTITUTIONS PAYABLE	WILLIAMS, NEILAN	RESTITUTION PYMT FROM IVY JOSLIN	18-350-FY	02/04/21	50.00	79497
Total For Dept 136 DISTRICT COURT						9,698.50	
Dept 141 FRIEND OF THE COURT							
701-141-222.04	DUE MANISTEE - STATUTORY	MANISTEE COUNTY TREAS	STATUTORY FEES FOC/PROCESSING FEES	JANUARY 2021	02/04/21	1,807.14	79450
701-141-222.05	DUE MANISTEE - PROCESSIN	MANISTEE COUNTY TREAS	STATUTORY FEES FOC/PROCESSING FEES	JANUARY 2021	02/04/21	241.73	79450
Total For Dept 141 FRIEND OF THE COURT						2,048.87	
Dept 148 PROBATE COURT							
701-148-228.06	DUE STATE - SHARED FEES	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	PCST01/21	02/04/21	1,945.64	79474
701-148-228.42	DUE STATE - GENERAL FEES	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	PCST01/21	02/04/21	140.00	79474
701-148-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	PCST01/21	02/04/21	125.00	79474
701-148-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	JANUARY 2021 FEE TRANSMITTAL	PCST01/21	02/04/21	750.00	79474
Total For Dept 148 PROBATE COURT						2,960.64	
Dept 215 COUNTY CLERK							
701-215-222.01	DUE COUNTY - CDBG CO ADM	BENZIE COUNTY REGISTE	DISCHARGE OF LEIN D CURTIS	1/28/2021	01/28/21	30.00	79335
701-215-228.05	DUE STATE - NOTARY FEES	MICHIGAN DEPARTMENT O	NOTARY FEE TRANSMITTAL	JANUARY 2021	02/04/21	6.00	79453
701-215-228.16	DUE STATE - PISTOL PERMI	STATE OF MICHIGAN (#3	CPL APPLICATIONS FOR JANUARY 2021	551-573567	02/04/21	2,186.00	79477
701-215-228.37	DUE STATE - CRIME VICTIM	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	JANUARY 2021	02/04/21	283.50	79476
701-215-228.42	DUE STATE - STATE COURT	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	JANUARY 2021	02/04/21	170.00	79476
701-215-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	JANUARY 2021	02/04/21	50.00	79476
701-215-228.58	DUE STATE - CIVIL FILING	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	JANUARY 2021	02/04/21	238.00	79476
701-215-228.59	DUE STATE - JUSTICE SYST	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTAL	JANUARY 2021	02/04/21	172.09	79476
701-215-271.00	RESTITUTIONS PAYABLE	LISA SPADOFOR	RESTITUTION FROM LUCAS BRIGHT	11-2233-FH	01/28/21	10.00	79361
701-215-271.00	RESTITUTIONS PAYABLE	RICHARD VETTER SR.	RESTITUTION FROM BROOK BAKER	18-2547-FH	01/28/21	12.50	79378
701-215-271.00	RESTITUTIONS PAYABLE	EMC INSURANCE	RESTITUTION FROM SHANE GONYON	19-2653-FH	02/04/21	25.00	79430
701-215-271.00	RESTITUTIONS PAYABLE	LEE STONE	RESTITUTION FROM GARRETT TONN	15-2429-FC	02/04/21	20.00	79447
701-215-271.00	RESTITUTIONS PAYABLE	LISA SPADOFOR	RESTITUTION FROM LUCAS BRIGHT	11-2233-FH	02/04/21	10.00	79448
701-215-271.00	RESTITUTIONS PAYABLE	RACHEL ROMAN	RESTITUTION FROM JACOB CUTLER	19-2604-FH	02/04/21	40.00	79463
701-215-271.00	RESTITUTIONS PAYABLE	RICHARD VETTER SR.	RESTITUTION FROM BROOK BAKER	18-2547-FH	02/04/21	12.50	79465
701-215-299.03	CIRCUIT COURT MISCELLANE	COLFAX TOWNSHIP	REFUND - OVERPAYMENT OF ELECTION C	1/25/2021	01/28/21	5.41	79342
Total For Dept 215 COUNTY CLERK						3,271.00	
Dept 253 COUNTY TREASURER							
701-253-274.17	SWAMP LAND	ALMIRA TOWNSHIP TREAS	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	11,858.02	79401
701-253-274.17	SWAMP LAND	BENZONTA TOWNSHIP TRE	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	443.55	79412
701-253-274.17	SWAMP LAND	BLAINE TOWNSHIP TREAS	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	25.22	79413
701-253-274.17	SWAMP LAND	COLFAX TOWNSHIP	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	24,499.04	79422
701-253-274.17	SWAMP LAND	CRYSTAL LAKE TOWNSHIP	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	15.86	79425
701-253-274.17	SWAMP LAND	GILMORE TOWNSHIP TRE	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	36.90	79432
701-253-274.17	SWAMP LAND	HOMESTEAD TOWNSHIP	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	9,825.31	79435
701-253-274.17	SWAMP LAND	INLAND TOWNSHIP TREAS	SWAMPLAND PILOT DISTRIBUTION	01212021	02/04/21	19,311.93	79437

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 701 GENERAL AGENCY FUND							
Dept 253 COUNTY TREASURER							
701-253-274.17	SWAMP LAND	LAKE TOWNSHIP TREASUR	SWAMPLAND PILT DISTRIBUTION	01212021	02/04/21	549.16	79445
701-253-274.17	SWAMP LAND	PLATTE TOWNSHIP TREAS	SWAMPLAND PILT DISTRIBUTION	01212021	02/04/21	26,640.62	79461
701-253-274.17	SWAMP LAND	WELDON TOWNSHIP TREAS	SWAMPLAND DISTRIBUTION	01212021	02/04/21	32,214.58	79495
			Total For Dept 253 COUNTY TREASURER			125,420.19	
			Total For Fund 701 GENERAL AGENCY FUND			143,399.20	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund Totals:						
	Fund 101 GENERAL FUND					62,596.71
	Fund 205 TNT OFFICER MILLAGE FUND					430.56
	Fund 206 SHERIFF'S K-9 FUND					193.00
	Fund 209 SCHOOL RESOURCE OFFICER					18.40
	Fund 213 JAIL OPERATIONS FUND					10,612.73
	Fund 214 EMERGENCY MEDICAL SERVICES					10,848.59
	Fund 217 SNOWMOBILE PATROL FUND					558.07
	Fund 228 SOLID WASTE/RECYCLING FUND					873.71
	Fund 241 LAND BANK AUTHORITY FUND					127.26
	Fund 247 ANIMAL CONTROL FUND					3,998.17
	Fund 249 BUILDING DEPARTMENT FUND					1,664.14
	Fund 261 911 EMERGENCY SERVICE FUND					2,926.05
	Fund 263 LOCAL CORRECTION OFFICER'S					1,438.76
	Fund 265 JUSTICE TRAINING (302) FUND					389.00
	Fund 276 COMMISSION ON AGING MILLAGE					96,476.23
	Fund 285 POINT BETSIE LIGHTHOUSE FUN					3,375.00
	Fund 292 CHILD CARE FUND					318.75
	Fund 293 VETERAN'S RELIEF FUND					1,793.02
	Fund 401 CAPITAL IMPROVEMENT FUND					14,432.00
	Fund 425 EQUIPMENT REPLACEMENT FUND					1,224.56
	Fund 516 DELINQUENT TAX REVOLVING FU					214.09
	Fund 532 TAX FORECLOSURE FUND					2,136.07
	Fund 701 GENERAL AGENCY FUND					143,399.20
Total For All Funds:						360,043.07



# 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 January 2021

Christopher Cervantes is in his third phase of training. Shaun Meyers started January 4 and is in phase two. There is still one advertised opening for a full-time Emergency Communication Specialist. The current job posting is open until March 31, 2021.

Benzie County Central Dispatch has adopted policy and procedure regarding text to 911 and the ability of the public to text to 9-1-1 in available in Benzie County starting February 1, 2021. The important message regarding contacting 911 (because texting is a more acceptable form of communication today) is: CALL IF YOU CAN – TEXT IF YOU MUST. Texting to 911 is not more convenient for the dispatcher. A phone call allows for a smother (faster) response, with better understanding and ease of question asking/answering and is the best of the alternatives. However, there may be incidents where calling could be hazardous to the caller or the format of texting assists a caller with accessibility needs and having that tool available is highly beneficial.

Benzie County Central Dispatch will be working on a Smart 911 campaign to promote the value of adding personal/family profiles. There are a multitude of situations where information in a profile may assist a caller who doesn't have the ability or time to provide that same information during a 911 call. Profile information is not available to the employees of the dispatch center until the time that the registered phone number calls 911. Citizens should feel secure with providing information that they include in their profile.

A Feasibility Study for BCCD and EOC space being created in the lower level of the Benzie County Sheriff's Office was prepared by Byce and Associates in December 2020. This study and the conversation of space needs for dispatch will be on the agenda of the next 911 Dispatch Advisory Board meeting. A copy of the study is available through my office.

The next 911 Dispatch Advisory Board meeting is scheduled for March 11, 2021.

Thompsonville Fire Department is the only department billed for Mobile CAD – Docking Station reimbursement that has yet to respond.

Sincerely – Rebecca Hubers

RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

	Oct-20	Nov-20	Dec-20	Jan-21		
9-1-1 Calls	647	590	506	532		
Admin Inbound calls	1535	1554	1160	1286		
Transferred 9-1-1 to another PSAP	46	38	25	17		
Transfers within building	117	126	109	121		
Call for Service Nature types:						
Abandoned 9-1-1	70	45	57	83		
Abandoned Vehicle		2	3	19		
Accidental Dial	29	43	45	59		
Aircraft Down						
Alarm - Commercial	6	10	7	10		
Alarm - Medical	16	11	6	5		
Alarm - Residential	17	15	9	7		
Ambulance Request	143	146	124	151		
Ambulance Transfer	36	43	36	26		
Animal Control Complaint	21	8	9	8		
Assault	5	2	4	4		
Assist Other Dept / County	9	4	6	9		
Be on the Lookout	1					
Boater in Distress						
Boating Complaint	1		1			
Breaking and Entering		1	1	3		
Breaking and Entering - In progress		1				
Breaking and Entering - Vehicle		1	1			
Bullying						
Bus Lights Disregarded		2				
Car vs Bear - Property Damage Accident						
Car vs Deer - Property Damage Accident	49	49	30	26		
Careless Use						
Child Neglect	1		1			
Child Abuse				1		
Citizen Assist	14	4	6	13		
Civil - Assist	2		2	3		
Civil - Dispute		4	6	1		
Civil - Standby	1	2	5	1		
Computer Crime	1		1			
Conservation Law Violations	5	3	1	1		
Counterfeit Money / ID						
COVID - Executive Order response	3	1	1			
Criminal Sexual Conduct (CSC)	2					
Custody Dispute	1	2	2	2		
Deer Permit Issued	1	4		2		
Disorderly Subject	1		1			
Domestic Violence	3	11	12	6		
Drowning						
Drug Activity	3	1		3		
Embezzlement						
EMS Centralize						
Family Trouble	11	6	7	6		

RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

Fight in Progress		1	1	1		
Fire - Alarm	4	3	5	3		
Fire - Brush	2	3	1			
Fire - Chimney				1		
	Oct-20	Nov-20	Dec-20	Jan-21		
Fire - Grass		3				
Fire - Other	2	8	5			
Fire - Structure	2	2	1	3		
Fire - Vehicle						
Fireworks Complaint						
Found Property	2	4	2	2		
Fraud	1	6	4	6		
Gas Drive Off	2	2				
Gas Leak (Natural Gas)		1	2	1		
Harassment	1	5	6	2		
Harassing Telephone Calls / Text	1	2	1	3		
Hazardous Material Spill / Leak						
Identity Theft						
Illegal Burn		2	1	1		
Illegal Dumping			1	1		
Illegal Fireworks						
Incorrigible Youth	1	1	3	2		
Injured Animal	3	12	7	9		
Intoxicated Driver - Suspected	1		3	1		
Intoxicated Subject				5		
Landlord / Tenant Dispute		1		3		
Larceny	18	9	10	3		
Leaving the scene of accident		1				
Livestock in the roadway	2	2				
School Lock down (including drills)				1		
Lost Property / Animal		1				
Loud Party						
Marijuana Possession						
Malicious Destruction of Property	2	6	2	4		
Minor in possession of tobacco						
Minor in posession of alcohol	1	1				
Misdialed 9-1-1	19	8	18	21		
Missing Person		3	3			
Motorist Assist	3	1	3	4		
Neighbor Dispute	3		2	2		
Noise Complaint	7	1	1			
Off Road Vehicle Complaint						
Open Door	2	1				
Open Intoxicant in a Motor Vehicle						
Other / Misc	34	25	13	17		
Paper Service	3	1		1		
Parking Complaint		1	3	2		
Patient Transfer - EMS						
Peeping Tom						

Person in the Water				1		
Personal Injury Accident	3	6	2	4		
Personal Protection Order - Entry	8	5	2	3		
Personal Protection Order - Violation	1	2				
Possession of Illegal Substance			1			
Power Line - Down, Fire, Arcing	5	32	3	3		
	Oct-20	Nov-20	Dec-20	Jan-21		
Private Property Accident	2	2	1	2		
Probation Violation						
Property Check		1	5			
Property Damage Accident	11	14	11	19		
Property Dispute				1		
Prowler						
Reckless Driver	24	14	8	18		
Road Hazard	12	8	4	5		
Robbery - Armed						
Robbery - Unarmed						
Roll Over - Personal Injury Accident		2	2	1		
Roll Over - Property Damage Accident	1	1	7	2		
Runaway		4	1			
Sex Offender Violations						
Shoplifting			2			
Shots fired complaint	4	5	5	1		
Snowmobile Complaint				1		
Stalking			1			
Suicide		1				
Suicidal Subject	4	2	2	4		
Suspicious Mail / Package	1		1	1		
Suspicious Person	3	3	2	2		
Suspicious Telephone Call / Text		1				
Suspicious Situation	21	19	10	21		
Suspicious Vehicle	4	6	5	8		
Test Call	10	17	13	24		
Threats	7	5	6	6		
Traffic Stop	396	212	173	399		
Tree Down in Road	23	65	9	3		
Trespassing	9		5	1		
Truancy				1		
Unauthorized Driving Away Automobile	1	1		1		
Uninitiated 9-1-1 call	3	4	2	3		
Unknown Accident	5	1		1		
Unwanted Person	6	4	7	5		
Unwanted Telephone Calls / Texts				1		
Vandalism	4			1		
Vehicle in Ditch	2	1	7	7		
Verbal Dispute	1	1		2		
VIN Inspection	1		4			
Warrant Attempt	1			1		
Warrant Arrest						

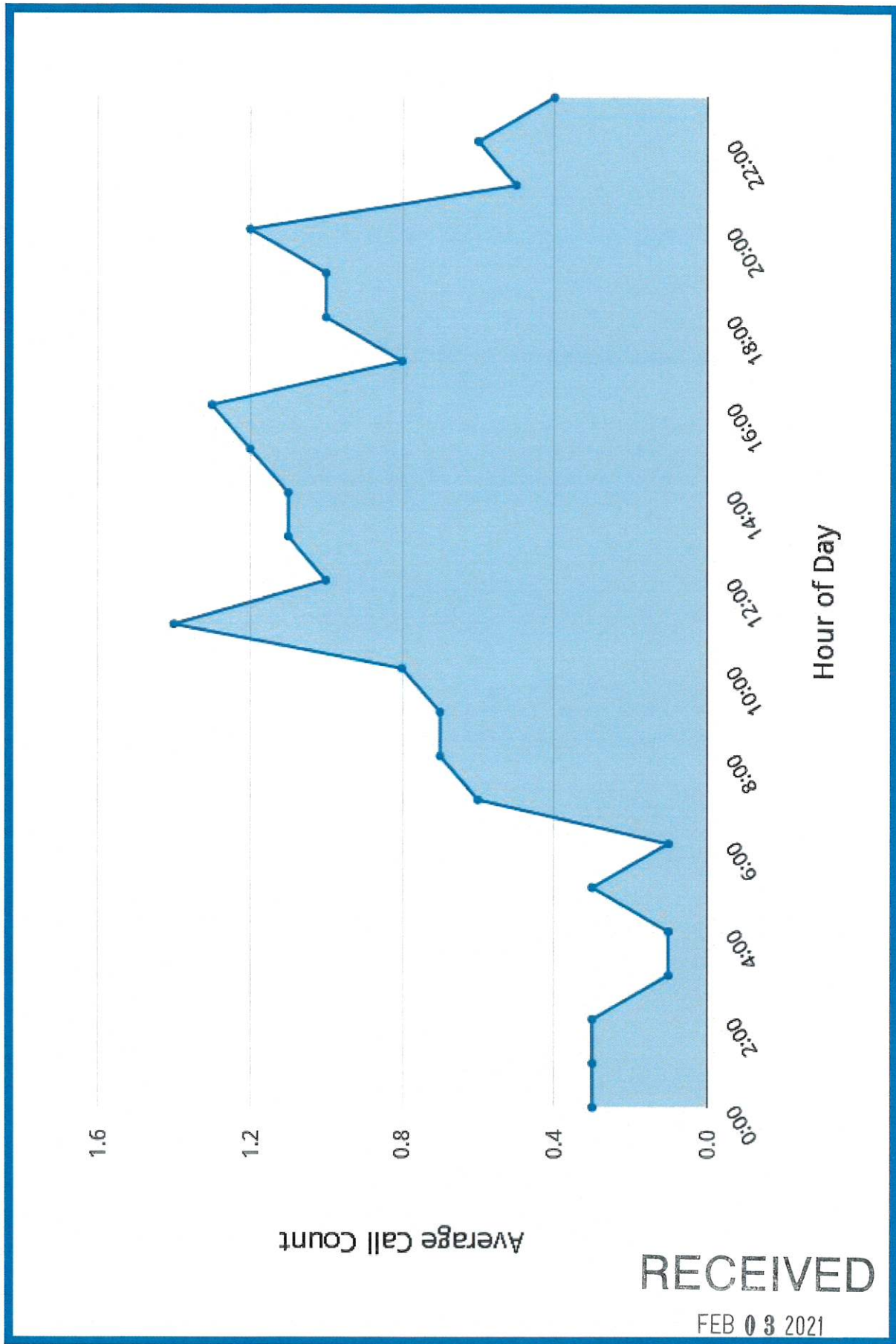
Warrant Entry	5	7	1	5		
Warrant TIP	1		1	2		
Water Rescue						
Welfare Check	14	16	18	26		
<b>TOTAL</b>	<b>1161</b>	<b>998</b>	<b>818</b>	<b>1134</b>		
<b>Disclaimer</b> - The calls for service nature type represents what the calltaker has determined best fits the type of call for service the caller 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.						
	Oct-20	Nov-20	Dec-20	Jan-21		
<b>Smart911</b>						
Total number of profiles as of =	809	811	814	811		
9-1-1 calls to Dispatch with profile	9	11	8	8		
Chat by text	12	12	17	24		
Chat with response	5	5	9	13		
Tickets with SOS Location				234		



# BENZIE COUNTY (CENTRAL DISPATCH), MI

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

1/1/2021 to 2/1/2021



RECEIVED

FEB 03 2021

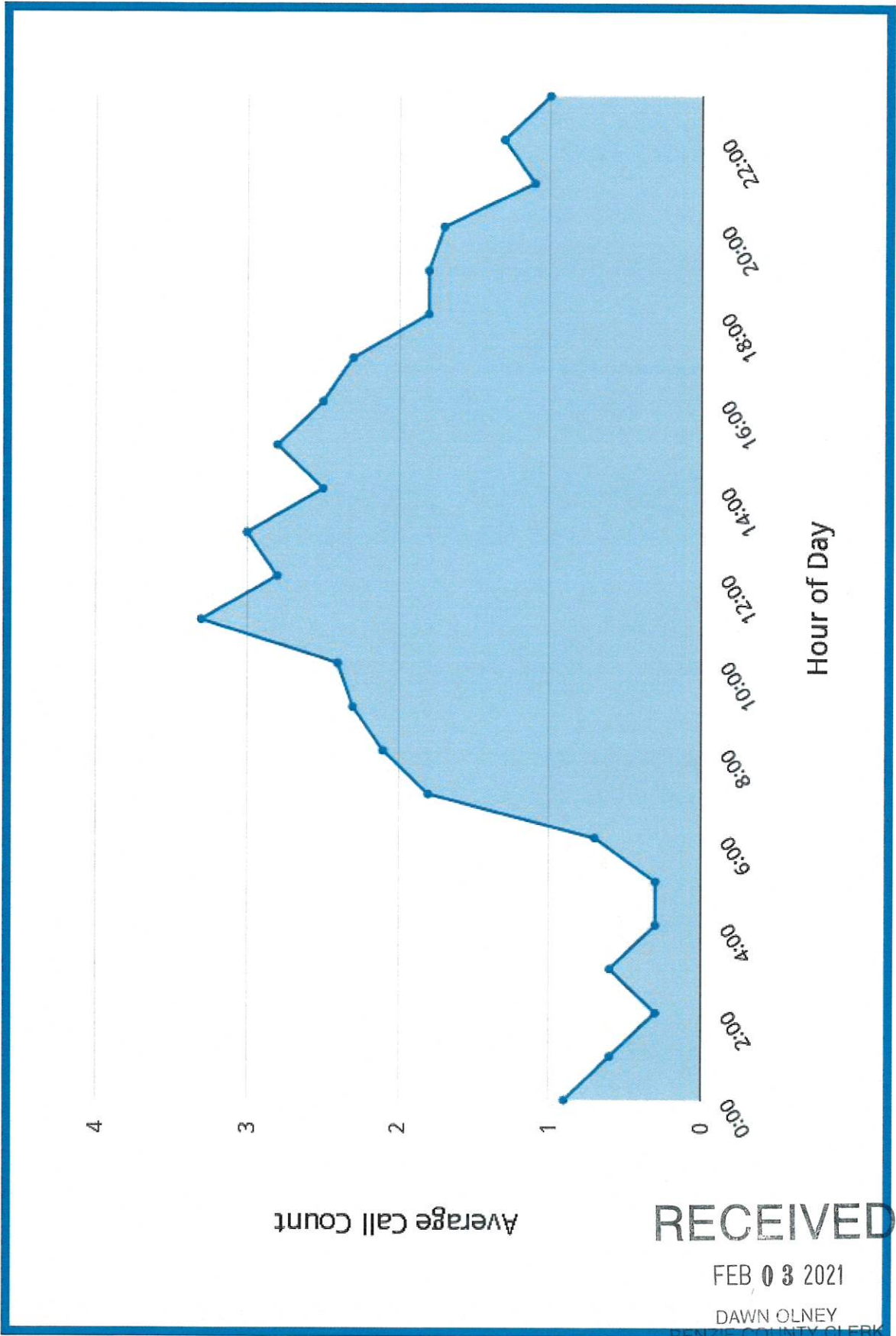
DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617



# BENZIE COUNTY (CENTRAL DISPATCH), MI

Admin Inbound Calls – Calls by Hour of Day

1/1/2021 to 2/1/2021



# ACTION ITEMS

**BLAINE TOWNSHIP AND BENZIE COUNTY**  
**Township Resolution No. \_\_\_\_ of 2021**  
**County Resolution No. 005 of 2021**

**JOINT RESOLUTION AND INTERGOVERNMENTAL  
AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT FOR  
THE NATIONAL FLOOD INSURANCE PROGRAM**

At a regular meeting of the Blaine Township Board held electronically in compliance with the Michigan Open Meetings Act on February 4, 2021 at 7:30 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to-wit:

At a regular meeting of the Benzie County Board of Commissioners, Benzie County, Michigan held in the Frank F. Walterhouse Board Room located at 448 Court Place, Government Center, Beulah, Michigan, on February 9, 2021 at 9:00 a.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to-wit:

**Recitals**

**WHEREAS**, Blaine Township currently participates in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community;

**WHEREAS**, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and must utilize the following definitions, which also apply for the purposes of this Resolution:

1. Flood or Flooding means:
  - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
  - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

**WHEREAS**, the Stille-Derossett-Hale Single State Construction Code Act", Act No. 230 of the Public Acts of 1972, as amended, (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and



**WHEREAS**, by the action dates of this Resolution Benzie County, through the Benzie County Building Official, agrees on behalf of Blaine Township to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the construction code act and the state construction code, specifically the Michigan Residential Code, the Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within Blaine Township's political boundaries, and

**WHEREAS**, Blaine Township and Benzie County hereby agree to enforce floodplain regulations of the construction code act, and Blaine Township wishes to ensure that the administration of that code complies with requirements of the NFIP.

### **Resolution**

**NOW, THEREFORE, BE IT RESOLVED**, to maintain eligibility and continued participation in the NFIP, Blaine Township and Benzie County agree that the Benzie County Building Official is hereby officially designated the enforcing agency for the construction code act and is hereby directed to administer, apply, and enforce on Blaine Township's behalf the floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations, by:

- a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area, and areas with potential flooding;
- b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environment, Great Lakes, and Energy under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended;
- c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, Benzie County, through the Benzie County Building Official, shall implement the following applicable codes according to their terms:
  - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code;

- ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code; and
    - iii) Appendix G of the current Michigan Building Code.
    - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code of Existing Buildings.
  - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations;
  - e. Assisting in the delineation of flood hazard areas; provide information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintain flood proofing and lowest floor construction records, and cooperate with other officials, agencies, and persons for floodplain management;
  - f. Advising FEMA of any changes in community boundaries, including appropriate maps; and
  - g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevation to which structures have been floodproofed.
2. Blaine Township and Benzie County hereby assure the Federal Insurance Administrator (Administrator) that they intend to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Blaine Township's compliant participation in the program.
  3. Blaine Township further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

**BE IT FURTHER RESOLVED**, that both Blaine Township and Benzie County declare their understanding that, until this Resolution is rescinded or Blaine Township makes other provision to enforce the construction code act:

1. Benzie County, through the Benzie County Building Official, must administer and enforce the construction code act in accordance with the terms and the conditions contained herein; and
2. For Blaine Township to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

YES: \_\_\_\_\_

NO: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

BLAINE TOWNSHIP

By: \_\_\_\_\_  
Paul Crandall, Supervisor

I, the undersigned, the Clerk of the Township of Blaine, Benzie County Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Blaine Township Board at its regular meeting held on February 4, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 4, 2021

\_\_\_\_\_  
Melanie Taylor, Clerk

YES: \_\_\_\_\_

NO: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

BENZIE COUNTY

By: \_\_\_\_\_

Robert Roelofs, Chairperson

*Bob*

I, the undersigned, the Benzie County Clerk do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Benzie County Board of Commissioners at its regular meeting held on February 9, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 9, 2021

\_\_\_\_\_  
Dawn Olney, County Clerk

**INLAND TOWNSHIP AND BENZIE COUNTY**  
**Township Resolution No. \_\_\_\_ of 2021**  
**County Resolution No. 006 of 2021**

**JOINT RESOLUTION AND INTERGOVERNMENTAL  
AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT FOR  
THE NATIONAL FLOOD INSURANCE PROGRAM**

At a regular meeting of the Inland Township Board held electronically in compliance with the Michigan Open Meetings Act on February 8, 2021 at 6:00 p.m.

PRESENT:

ABSENT:

The following resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to-wit:

At a regular meeting of the Benzie County Board of Commissioners, Benzie County, Michigan held in the Frank F. Walterhouse Board Room located at 448 Court Place, Government Center, Beulah, Michigan, on February 9, 2021 at 9:00 a.m.

PRESENT:

ABSENT:

The following resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to-wit:

**Recitals**

**WHEREAS**, Inland Township desires to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community;

**WHEREAS**, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and must utilize the following definitions, which also apply for the purposes of this Resolution:

1. Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
  - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
- 2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
  - 3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
  - 4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
  - 5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
  - 6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

**WHEREAS**, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended, (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and



**WHEREAS**, by the action dates of this Resolution Benzie County, through the Benzie County Building Official, agrees on behalf of Inland Township to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the construction code act and the state construction code, specifically the Michigan Residential Code, the Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within Inland Township's political boundaries, and

**WHEREAS**, Inland Township and Benzie County hereby agree to enforce floodplain regulations of the construction code act, and Inland Township wishes to ensure that the administration of that code complies with requirements of the NFIP.

### **Resolution**

**NOW, THEREFORE, BE IT RESOLVED**, to maintain eligibility and continued participation in the NFIP, Inland Township and Benzie County agree that the Benzie County Building Official is hereby officially designated the enforcing agency for the construction code act and is hereby directed to administer, apply, and enforce on Inland Township's behalf the floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations, by:

- a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area, and areas with potential flooding;
- b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environment, Great Lakes, and Energy under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended;
- c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, Benzie County, through the Benzie County Building Official, shall implement the following applicable codes according to their terms:
  - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code;

- ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code; and
  - iii) Appendix G of the current Michigan Building Code.
  - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code of Existing Buildings.
- d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations;
  - e. Assisting in the delineation of flood hazard areas; provide information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintain flood proofing and lowest floor construction records, and cooperate with other officials, agencies, and persons for floodplain management;
  - f. Advising FEMA of any changes in community boundaries, including appropriate maps; and
  - g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevation to which structures have been floodproofed.
- 2. Inland Township and Benzie County hereby assure the Federal Insurance Administrator (Administrator) that they intend to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Inland Township's compliant participation in the program.
  - 3. Inland Township further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

**BE IT FURTHER RESOLVED**, that both Inland Township and Benzie County declare their understanding that, until this Resolution is rescinded or Inland Township makes other provision to enforce the construction code act:

1. Benzie County, through the Benzie County Building Official, must administer and enforce the construction code act in accordance with the terms and the conditions contained herein; and
2. For Inland Township to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

YES:

NO:

RESOLUTION DECLARED ADOPTED.

INLAND TOWNSHIP

By: \_\_\_\_\_  
Paul A. Beechcraft, Supervisor

I, the undersigned, the Clerk of the Township of Inland, Benzie County Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Inland Township Board at its regular meeting held on February 8, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 8, 2021

Rose A. Wirth, Clerk

YES:

NO:

RESOLUTION DECLARED ADOPTED.

BENZIE COUNTY

By: \_\_\_\_\_  
Robert Roelofs, Chairperson  
*ROB*

I, the undersigned, the Benzie County Clerk do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Benzie County Board of Commissioners at its regular meeting held on February 9, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 9, 2021

Dawn Olney, County Clerk

**VILLAGE OF ELBERTA AND BENZIE COUNTY**  
**Township Resolution No. \_\_\_\_\_ of 2021**  
**County Resolution No. 001 of 2021**

**JOINT RESOLUTION AND INTERGOVERNMENTAL  
AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT FOR  
THE NATIONAL FLOOD INSURANCE PROGRAM**

At a regular meeting of the Elberta Village Council held electronically in compliance with the Michigan Open Meetings Act on February 18, 2021 at 7:00 p.m.

PRESENT:

ABSENT:

The following resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to-wit:

At a regular meeting of the Benzie County Board of Commissioners, Benzie County, Michigan held in the Frank F. Walterhouse Board Room located at 448 Court Place, Government Center, Beulah, Michigan, on February 9, 2021 at 9:00 a.m.

PRESENT:

ABSENT:

The following resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to-wit:

**Recitals**

**WHEREAS**, The Village of Elberta desires to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community;

**WHEREAS**, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and must utilize the following definitions, which also apply for the purposes of this Resolution:

1. Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
  - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
- 2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
  - 3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
  - 4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
  - 5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
  - 6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

**WHEREAS**, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended, (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and



**WHEREAS**, by the action dates of this Resolution Benzie County, through the Benzie County Building Official, agrees on behalf of the Village of Elberta to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the construction code act and the state construction code, specifically the Michigan Residential Code, the Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within The Village of Elberta's political boundaries, and

**WHEREAS**, The Village of Elberta and Benzie County hereby agree to enforce floodplain regulations of the construction code act, and the Village of Elberta wishes to ensure that the administration of that code complies with requirements of the NFIP.

### **Resolution**

**NOW, THEREFORE, BE IT RESOLVED**, to maintain eligibility and continued participation in the NFIP, the Village of Elberta and Benzie County agree that the Benzie County Building Official is hereby officially designated the enforcing agency for the construction code act and is hereby directed to administer, apply, and enforce on the Village of Elberta's behalf the floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations, by:

- a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area, and areas with potential flooding;
- b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environment, Great Lakes, and Energy under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended;
- c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, Benzie County, through the Benzie County Building Official, shall implement the following applicable codes according to their terms:
  - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code;

- ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code; and
    - iii) Appendix G of the current Michigan Building Code.
    - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code of Existing Buildings.
  - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations;
  - e. Assisting in the delineation of flood hazard areas; provide information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintain flood proofing and lowest floor construction records, and cooperate with other officials, agencies, and persons for floodplain management;
  - f. Advising FEMA of any changes in community boundaries, including appropriate maps; and
  - g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevation to which structures have been floodproofed.
2. The Village of Elberta and Benzie County hereby assure the Federal Insurance Administrator (Administrator) that they intend to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure the Village of Elberta's compliant participation in the program.
  3. The Village of Elberta further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

**BE IT FURTHER RESOLVED**, that both the Village of Elberta and Benzie County declare their understanding that, until this Resolution is rescinded or the Village of Elberta makes other provision to enforce the construction code act:

1. Benzie County, through the Benzie County Building Official, must administer and enforce the construction code act in accordance with the terms and the conditions contained herein; and
2. For the Village of Elberta to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

YES:

NO:

RESOLUTION DECLARED ADOPTED.

VILLAGE OF ELBERTA

By: \_\_\_\_\_  
Jennifer Wilkins, President

I, the undersigned, the Clerk of the Village of Elberta, Benzie County Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Elberta Village Council at its regular meeting held on February 18, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 18, 2021

Roberta Benedict, Clerk

YES:

NO:

RESOLUTION DECLARED ADOPTED.

BENZIE COUNTY

By: \_\_\_\_\_  
Robert Roelofs, Chairperson  
BOR

I, the undersigned, the Benzie County Clerk do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Benzie County Board of Commissioners at its regular meeting held on February 9, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: February 9, 2021

Dawn Olney, County Clerk

# Commissioner Reports

# County Administrator Report



Memo To: Board of Commission

From: Mitchell D. Deisch, Administrator *M. Deisch*

Date: February 2, 2021

Subject: Administrative Update 2/9/21 BOC Meeting

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1. **Lasecki Lawsuit** – Mr. Jeffery Lasecki has filed a lawsuit in the United States District Court Western District of Michigan regarding a traffic stop by a Benzie County Deputy on July 28, 2019.

Mr. Allan Vander Laan, CMDA will be representing Benzie County. I will be reaching out to Mr. Vander Laan to determine next steps.

2. **Strategic Plan Special Meeting** – Each Commissioner has been provided with an electronic copy of the 2019 Strategic Plan. A special meeting is scheduled and will be posted for Wednesday February 10, 2021 to discuss updating the Benzie County Strategic Plan. I would ask that each Commissioner read over the current strategic plan familiarizing yourself with the document. As I was requested to facilitate the conversation at the 2/10/21 special meeting, my goal is to focus the majority of time on the six areas of focus:
  - a. Credibility of County Board & Building Trust
  - b. Collaboration & Partnership to Achieve Priorities /Create Efficiencies
  - c. Improved Institutional Capacity
  - d. The Financial Health of County Government
  - e. Creating an Environment to Support Businesses and Job Creation
  - f. Enhancing and Protecting Natural Resources of the County
3. **2021 Committee Appointments Updated List** – Attached is the 2021 updated Committee Appointment list. Please let me know if any changes need to be made.
4. **Count Administrator Goals and Objectives Updated** – Attached is the County Administrator's Goals and Objectives updated as discussed at the last COTW meeting.

RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

## 2021 Committee Appointments

Committee	Commissioner Representative	Meeting Date & Time	Meeting Location	Contact Person
<b>Standing Committees</b>				
Emergency Medical Services	Roelofs Alt. Markey	3 <sup>rd</sup> Tuesday 3:30 pm	Commission Chambers	Tom King 383-5779
Joint Court	Sauer & Nye	3 <sup>rd</sup> Thursday 3:00 pm	Alternates Benzie (odd)	Julie Schmeling 231-398-3500 x 4
Committee of the Whole	BOC	2 <sup>nd</sup> & 4 <sup>th</sup> Tuesday 1:30 pm	Commission Chambers	Maridee Cutler 882-0035
Commission on Aging	BOC	First BOC meeting in December	Commission Chambers	Dawn Olney 882-0000
Fee Committee	BOC	As needed	TBD	Tom Longanbach 882-0015
Interview Committee	BOC	As needed	TBD	Dawn Olney 882-0000
Human Resource	Nye, Markey & Miller	TBD	TBD	Maridee Cutler 882-0035
Building & Grounds	Roelofs, Sauer & Miller	2 <sup>nd</sup> Wednesday 10:00 am TBD	Commission Chambers	Maridee Cutler 882-0035
<b>Liaison</b>				
Building Authority	Jeannot Alt. Markey	3 <sup>rd</sup> Wednesday 9:00 am	Commission Chambers	Eric VanDussen 231-651-9189
Chamber of Commerce	Jeannot	3 <sup>rd</sup> Wednesday 8:00 am	Benzie Chamber Bldg.	Rick Coates 882-5801
Benzie Conservation District	Warsecke	3 <sup>rd</sup> Wednesday 4:00 pm	District Office	Aime Merizon 882-4391
Drain Commissioner	Miller	TBD	TBD	Ed Hoogterp 882-4932
DHHS	Sauer Alt. Markey	4 <sup>th</sup> Thursday 1:00 pm	Maples	Jennifer Savage 231-299-4072
MSU Extension	Miller / Alt. Sauer	As needed	TBD	Jennifer Berkey

Benzie County Road Commission	Sauer Alt. Miller	2 <sup>nd</sup> & 4 <sup>th</sup> Thursday 9:30 am	Road Commission Office	231-342-9595 Matt Skeels 231-325-3051 x 205
Sheriff/Jail Liaison	Warsecke Alt. Markey	As Needed	TBD	Lt. Dan Smith 882-4487
Central Dispatch	Roelofs	2 <sup>nd</sup> Thursday Odd Months 5:30 pm	Emergency Mgt. Office	Rebecca Hubers 882-5067
<b>Authorities and Agencies</b>				
Benzie Transportation Authority	Warsecke Atl. Markey	3 <sup>rd</sup> Tuesday, Even Months 5:30 pm	Benzie Bus Facility Honor	Bill Kennis 231-325-3000 x 7
Airport Authority	Miller	4 <sup>th</sup> Thursday 7:00 pm	Airport Terminal	Dick Bayer 231-651-0751
Benzie Senior Resources	Markey	3 <sup>rd</sup> Wednesday 4:30 pm	The Gathering Place Honor	Doug Durand 231-525-0600
Area Agency on Aging	Roelofs Alt. Markey	1 <sup>st</sup> Thursday Even Months 9:30 am	Traverse City	Bob Schlueter 231-947-8920
Animal Welfare League	Markey	2 <sup>nd</sup> Wednesday Even Months 1:30 pm	Government Center Room 209	Doreen Carter 231-651-0255
Benzie Housing Committee (CDBG)	Jeannot	As needed	TBD	Dawn Olney 882-0000
Betsie Valley Watershed	Sauer	As needed/by permit	TBD	TBD
Betsie Valley Trailways Management Council	Sauer	2 <sup>nd</sup> Tuesday March- Nov 4:30 pm	Commissioner Room	TBD
Benzie/Leelanau Health Dept.	Sauer & Nye	4 <sup>th</sup> Wednesday Odd Months 4:00 pm	Alternates	Renee Youker 882-2208 Dottie Putney 882-2113
Centra Wellness Board	Nye & Markey	2 <sup>nd</sup> Thursday 9:00 am	Alternates	Nicole Warlin 231-309-1729
Domestic Violence Task Force	Roelofs	4 <sup>th</sup> Wednesday @noon	Government Center Room 206	Sara Swanson 882-0043
EDC/BRA	Jeannot Nye	3 <sup>rd</sup> Friday 11:00 am	Commission Room	Maridee Cutler 882-0035 (agenda items) Mitch Deisch 882-0558
HSCB	Miller	4 <sup>th</sup> Wednesday 9:30 am	TBD	Sarah May 882-2123
Local Emergency Planning Committee	Sauer & Markey	3 <sup>rd</sup> Monday 2:00 pm	Emergency Management Office	Rebecca Hubers 882-0567

Local Planning Team	Markey Alt. Warsecke	4 <sup>th</sup> Thursday 7:00 pm	Emergency Management Office	Rebecca Hubers 882-0567
Land Bank Authority	Nye Alt. Markey	3 <sup>rd</sup> Wednesday 8:30 am	Govt. Center Room 206	Michelle Thompson 231-882-9672
MI Assoc. of Counties Ag/Tourism	Sauer	6 Times a Year	Lansing, MI	N/A
MI Assoc. of Counties Transportation	Nye	4 <sup>th</sup> Friday 10:00 am (on-line)	MAC Headquarters Lansing, MI	N/A
MI Assoc. Workers Comp	Sauer	2 <sup>nd</sup> Thursday 10:00 am	Conference Room 1068 Cross St. Gaylord	N/A
Northern Michigan Regional Entity (SUD)	Markey	1 <sup>st</sup> Monday 10:00 am	Conference Room 1068 Cross St. Gaylord	Chip Johnson 877-398-2013
Northern Mi Counties Assoc.	Jeannot	3 <sup>rd</sup> Monday 9:45 am	Grayling Twp Hall	John Amrhein 231-922-4627
Networks Northwest	Jeannot Alt. Warsecke	1 <sup>st</sup> Monday, even months 5:00 pm	Traverse City	Matt McCauley 231-357-2777
Northwest Michigan Community Action Agency	Jeannot Alt. Warsecke	3 <sup>rd</sup> Thursday 12:30 pm	Traverse City	Kerry Baughman 231-3462161
Parks and Recreation	Nye	4 <sup>th</sup> Monday 5:00 pm	Commission Chambers	Cathy Demitroff 231-920-5203
Planning Commission	N/A	TBD	TBD	TBD
Platte River Watershed Committee	Markey	As needed	TBD	TBD
Point Betsie Lighthouse	Miller	2 <sup>nd</sup> Saturday 10:00 am Attend quarterly	Winter – TBD Summer - Lighthouse	Dick Taylor 847-917-1118
Solid Waste Committee	Warsecke	1 <sup>st</sup> Wednesday Quarterly 5:00 pm	Commission Chambers	Jesse Zylstra 231-383-1579
Benzie Schools	Warsecke	2 <sup>nd</sup> Monday 7:00 pm	Benzie Schools	Matt Olson 231-882-9653
Frankfort/Elberta Schools	Miller	TBD	Frankfort Schools	Jeff Tousley
Veteran Affairs	Roelofs	2 <sup>nd</sup> Monday 9:00 am	Government Center Room 206	Bob Roelofs 231-645-1187
Natural River ZBA	Sauer	TBD	TBD	Brian Bury 989-370-7543

Work Groups / Ad Hoc Committees				
School Safety	Sauer	Even Months 3 <sup>rd</sup> Monday 10:00 am	Emergency Management Office	Rebecca Hubers 882-0567
Headlee	COTW	TBD	TBD	Mitch Deisch 882-0558



**GOALS AND OBJECTIVES  
COUNTY ADMINISTRATOR  
JANUARY THROUGH AUGUST 2021**

**Updated 2/2/21**

- I. **Assist BOC in Selecting Administrator Recruitment Firm**
  - a. Determining desired traits and skills of next Administrator.
  - b. Process for moving forward.
  - c. Assist BOC to the degree they desire, with review of applications, post interview discussions and review of candidates.
  - d. Determine if the BOC and new Administrator wants any overlap in timeframes.
- II. **Update Board of Commission Strategic Plan**
  - a. Complete by end of **March – April 2021. First meeting scheduled 2/10/21.**
- III. **Headlee Process**
  - a. Assist with new milestone schedule. November 2021 or later.
  - b. Assist COTW with development of 1 pager explaining Headlee to citizens.
  - c. Work with COTW to distribute Headlee A-Z.
  - d. Work with Commissioners are setting up and attending meetings with Benzie County Municipalities /Civic Organizations to present headlee information.
  - e. Assist in setting up Tax Allocation Board.
  - f. When the time comes, assist BOC in drafting headlee restoration language.
  - g. Other items, as necessary.
- ~~IV. **Finance Manager /Financial Operations**~~ **On hold until after County Admin hired.**
  - ~~a. Assist the BOC in determining how the County is moving forward with high level financial management. Hire new Finance Manager, contract out services, etc.~~
  - ~~b. Follow through with BOC decision.~~
- V. **EDC Broadband Subcommittee**
  - a. Assist with preparing informational memo to municipalities.
  - b. Assist with required data collection regarding underserved areas.
  - c. Assist with Broadband Engineering Feasibility Study.
- VI. **EDC / BRA**
  - a. Assist the EDC as required.
- VII. **Complete Department Head Evaluations**
- VIII. **Other Responsibilities as assigned by Commission**

**RECEIVED**

**FEB 03 2021**

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617





Mitch Deisch  
Administrator – Benzie County  
448 Court Place  
Beulah, MI 49617

January 26, 2021

Dear Mitch:

Competing in and completing an IRONMAN triathlon is to accomplish one of the greatest challenges of the human body, mind and spirit.

Hosting it is going to be even better.

We are thrilled to support Frankfort and all of Benzie County in its efforts to host the IRONMAN Michigan 70.3 on Sept. 12, 2021.

Holding such a prestigious and globally known event in Benzie County becomes a fantastic and lasting highlight for the entire area, its businesses and our fellow residents on a national scale; and will further showcase our communities as safe and fun tourism, recreation and sporting destinations year-round.

The event will also help provide a much-needed economic boost for the area at a time when businesses like ours need it the most, and have an impact on our hotels, restaurants and the non-profit groups who will help work and fund-raise from the event.

Benzie County is already recognized for so many wonderful things. But hosting IRONMAN will allow us to expand our attraction to even more visitors and superlative athletes, and provide our local residents and emerging talent with another world-class event to participate in.

As we begin to embrace the IRONMAN spirit, we should all be proud of being able to partner with the organization, a globally recognized and renowned brand, as another feather in all our caps.

Very kind regards,

Chris MacInnes  
President

Jim MacInnes  
Chief Executive Officer

# Committee Of The Whole

**THE BENZIE COUNTY BOARD OF COMMISSIONERS  
COMMITTEE OF THE WHOLE  
January 26, 2021**

The Benzie County Board of Commissioners met as a Committee of the Whole on Tuesday, January 26, 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, Nye, Roelofs, Sauer and Warsecke

The Pledge of Allegiance was recited.

**Agenda:**

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

**Minutes:**

Motion by Jeannot, seconded by Markey, to approve the Committee of the Whole minutes of January 12, 2021 as presented. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

1:31 p.m. Public Input – None

Maridee Cutler:

- a. Audio/Visual Conference Room – Josh Walters, A Better Sound: Josh Walters presented his plan for upgrading the sound and video system in the Board Room.  
Wiring = \$1,050.00  
Equipment = \$10,805.00  
Labor = \$3,360.00  
Project Subtotal = \$15,215.00  
Estimated Cost After Discount = \$13,356.00  
Timeframe – about 2 weeks after contract signed; will need to purchase a computer which was not included due to the different IT departments; Training will be when project is complete.
- b. Audio/Visual Conference Room – Dale Peplinski – Moss: Dale Peplinski appeared via Zoom and made his presentation for upgrading of the sound and video system in the Board Room.  
Equipment = \$17,914.32  
Installation Materials = \$2,975.68  
Installation Services = \$6,150.00  
Total Project = \$27,040.00  
Timeframe – 2 -3 weeks to get the equipment; now is a good time for this type of project; support – technician lives in Traverse City.

Maridee is prepare a matrix of all three companies with the equipment and services for the board's review at the next meeting.

- c. Budget Amendments

**Motion by Sauer, seconded by Roelofs, to recommend to the Board of Commissioners to amend the 2020/21 General Fund Budget for Dept 301 Sheriff as follows:**

**Increase:**

101-301-970.00	Sheriff – Equipment	\$650.00
Decrease:		
101-301-687.00	Sheriff – Refunds & Rebates	\$650.00
Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.		

Motion by Jeannot, seconded by Roelofs, to recommend to the Board of Commissioners to amend the 2020-21 General Fund Budget for Dept 301 Sheriff as follows:

Increase:		
101-301-751.00	Sheriff – Uniforms	\$144.95
Decrease:		
101-301-687.00	Sheriff -- Refunds & Rebates	\$144.95
Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.		

Motion by Roelofs, seconded by Warsecke, to recommend to the Board of Commissioners to amend the 2020-21 General Fund Budget for Dept 301 Sheriff as follows:

Increase:		
101-301-706.02	Sheriff Wages (Weaver 1968)	\$4,266.84
Increase:		
101-301-687.00	Refunds/Rebates	\$4,266.87
Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.		

Motion by Sauer, seconded by Markey, to recommend to the Board of Commissioners to amend the 2020-21 Budget as follows:

Increase:		
101-851-828.10	Liability & Building Insurance	\$15,741.32
205-851-828.10	Liability & Building Insurance	\$ 4,644.40
209-851-828.10	Liability & Building Insurance	\$ 4,843.40
Increase:		
101-000-691.00	Fund Balance	\$15,741.32
205-000-691.00	Fund Balance	\$ 4,644.40
209-000-691.00	Fund Balance	\$ 4,843.40
Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.		

Dan Smith – Melissa White, Correctional Recovery, Annual Report: Ms. White appeared via Zoom and gave the Board the Annual Report; they are an asset recovery management team, a Third-Party Administrator for inmate health care billings.

Rebecca Hubers – Smart 911 -- Rave Mobile Safety: Motion by Roelofs, seconded by Markey, to recommend to the Board of Commissioners to enter into a 3-year contract with Rave Mobile Safety for Smart 911, at a cost of \$15,000 for the term of the contract (\$5,000.00 each year for 3 years with funds from the 911 fund) as presented, authorizing the docu-signing of said contract. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Mitch Deisch:

- a. Goals & Objectives: Provided a list of his Goals and Objects for the next 6-7 months and want to focus on areas that you want me to.

Chair Roelofs stated we will interview 2 or 3 outside firms to assist with the County Administrator position; Mitch stated do we look for an administrator with different skillsets than he has; perhaps hybrid of County Administrator/Finance Manager.

Comm Jeannot stated that we need to determine what skillsets we need; we should not hire a Finance Manager until the County Administrator is on board.

Mitch asks what level you want him involved in.

Comm Sauer stated that he feels the County Administrator needs to stay out of the decision process.

Strategic Plan – Special Meeting to be scheduled for February 10, 2021 at 9:00 a.m.

Comm Jeannot suggests Mitch facilitate this meeting; empower the Chair & Vice to decide which firms will be provided an RFP to assist with the County Administrator search.

Michelle Thompson, County Treasurer, stated that the quarterly financial report the Finance Manager provided is available to print out of BS&A; she has offered to provide those reports.

- b. Continued Headlee Discussion: You need to decide – do we move forward with August or is it not realistic; perhaps November. Should the A-Z book be distributed?

**Motion by Jeannot, seconded by Warsecke, to recommend to the Board of Commissioners to delay the Headlee Roll Back Request beyond August of this year.**

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

3:32 p.m. Public Input

Sherry Taylor stated that with the boot allowance, those Sheriff Dept employees get boots alternating years.

Mitch Deisch stated that the DTE letter from the regular meeting this morning should be \$1,000 not \$3,000 grant.

Comm Jeannot thanked Shelley for the internal alternative for the finance report.

3:34 p.m. Public Input Closed

Motion by Roelofs, seconded by Warsecke, to adjourn at 3:34 p.m. Roll call. Ayes: Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

**Committee of the Whole**

**Page 4 of 4**

**January 26, 2021**

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

1. To amend the 2020-21 General Fund Budget for Dept 301 Sheriff in the amount of \$650.00.
2. To amend the 2020-21 General Fund Budget for Dept 301 Sheriff in the amount of \$144.95.
3. To amend the 2020-21 General Fund Budget for Dept 301 Sheriff in the amount of \$4,266.84.
4. To amend the 2020-21 Budget in the amount of \$25,229.12 as presented.
5. To enter into a 3-year contract with Rave Mobile Safety for Smart 911, at a cost of \$15,000 for the term of the contract (\$5,000.00 each year for 3 years with funds from the 911 fund) as presented, authorizing the docu-signing of said contract.
6. To delay the Headlee Roll Back Request beyond August of this year.



Memo To: Committee of the Whole  
From: Maridee Cutler, Deputy County Administrator  
Date: February 3, 2021  
Re: Budget Amendment

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At the COTW meeting held on January 26, 2021, I submitted a budget amendment for the County Liability Insurance. After discussions with the County Treasurer and Sheriff, we have found that fund balance cannot be utilized to cover the additional expense.

After a lengthy discussion with the Sheriff we have come up with a solution to utilize the current budget and adjust the budget expense line items to absorb the cost of the additional expense as attached.

This budget adjustment requires the use of some funds held in the wage line item. Based upon the current wage of the officer there is a surplus of funds in this account to adjust the wage line item to help offset the expense of the liability insurance.

I am requesting that the board remove the original amendment from the COTW consent calendar and replace it with the amended amendment and adjustment presented.



Maridee Cutler  
Deputy County Administrator

RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

## BUDGET ADJUSTMENT REQUEST

This form is to adjust budget amounts for individual line items, where the change **WILL NOT** increase or decrease your total budget bottom line.

Submit this form to the County Administrator's office for entry.

DATE: 1/1/2021

Request to Adjust the 2020/21 Budget for the following:

### Account to be Increased:

Line Number	Account Name	Amount
205-851-828.10	Liability & Building Insurance	4,644.40

Total \$ 4,644.40

### Account to be Decreased:

Line Number	Account Name	Amount
205-000704.00	Wages TNT Officer	644.40
205-000-970.00	Equipment	1,000.00
205-000-999.01	Transfer to General Fund	3,000.00

Total \$ 4,644.40

SIGNED: 

RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

## BUDGET AMENDMENT REQUEST

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

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

**DATE:** 1/1/2021

Request to Amend the 2019/20 Budget for the following:

### Account to be Increased:

Line Number	Account Name	Amount
101-851-828.10	Liability & Building Insurance	15,741.32
<del>205-851-828.10</del>	<del>Liability &amp; Building Insurance</del>	<del>4,644.40</del>
209-851-828.10	Liability & Building Insurance	4,843.40

Total \$ 25,229.12

*\$20,584.72*

### Account to be Increased:

Line Number	Account Name	Amount
101-000-691.00	Fund Balance	15,741.32
<del>205-000-691.00</del>	<del>Fund Balance</del>	<del>4,644.40</del>
209-000-691.00	Fund Balance	4,843.40

RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

25,229.12

*\$20,584.72*

SIGNED:

*Maribee Cutler*

MIMRA/Building Liability Insurance 2020-2021				Budgeted	Invoiced	Budget Amendment
101-851-828.10 General Fund					37,838.64	
101-851-828.10 (Sheriff)			104,500.00		82,402.68	15,741.32
205-851-828.10 TNT Officer			600.00		5,244.40	4,644.40
209-851-828.10 School Resource Officer			401.00		5,244.40	4,843.40
213-851-828.10 Jail			12,000.00		7,877.58	-
214-851-828.10 EMS			20,000.00		10,863.16	-
228-851-828.10 Solid Waste			950.00		1,078.79	128.79
247-851-828.10 Animal Control			1,650.00		2,196.69	546.69
249-851-828.10 Building Department			3,200.00		677.20	-
261-851-828.10 911			4,100.00		539.47	-

Needs amendment

can do budget adjustment

\$153,963.00	\$	25,904.60
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RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

# Committee Appointments



Committee Name	Date Appointed	Date term Expires
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**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	Commissioner	09/22/20	12/31/20
Rhonda Nye	Commissioner	09/22/20	12/31/20
Bob Roelofs	Commissioner	09/22/20	12/31/20

**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
<b>Susan Kirkpatrick</b>	<b>4/28/15</b>	<b>04/24/18</b>	<b>04/30/21</b>
Jeffery Pataky	10/27/20	10/27/20	04/30/23
<b>Irene Nugent</b>	<b>6/23/2020</b>	<b>06/23/20</b>	<b>04/30/21</b>
Evan Warsecke -- Liaison		01/26/21	12/31/21

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

Gary Pallin (Beulah)		06/28/16	04/15/19
John Wheeler, Alt (CLPRA)		06/28/16	04/15/19
Gregory Nowell, Alt (CLPRA)		06/28/16	04/15/19
Paul Bare (CLPRA)	3/18/14	06/28/16	04/15/20
Frank Ikens (CLPRA)	10/27/20	10/27/20	04/15/23
Janet (Jen) Whiting	Elberta	05/24/16	08/01/19
Rhonda Nye	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	04/15/21
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
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 Bldg Dept
Randy Olsen	1/16/07	12/18/18	12/31/20	2-Dec
Rodney Moore	1/16/07	12/18/18	12/31/20	
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
Richard Coates	1/14/2020	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
<b>Neal Nye - At Large</b>	<b>01/04/05</b>	<b>02/13/17</b>	<b>12/31/20 12/2 Tom</b>
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	
Ted Schendel -- Ex Officio		01/15/13	
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

2

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
<b>Janice Robinson Mick</b>		<b>06/13/17</b>	<b>05/01/21</b>

**1-Land Bank Authority - 3 year term**

County Treasurer		04/05/11	No Expiration
Tim Markey - Liaison		01/26/21	12/31/21
<b>Mark E. Roper</b>	<b>4/5/11</b>	<b>04/10/18</b>	<b>04/05/21</b>
<b>Vincent Edwards</b>	<b>1/28/20</b>	<b>01/28/20</b>	<b>04/05/21</b>
<b>Susan Wenzlick</b>		<b>11/24/20</b>	<b>04/05/21</b>
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
<b>Donald R. Tanner (B)</b>	<b>5/12/2016</b>	<b>04/10/18</b>	<b>03/31/21</b>
Rhonda Nye (B) (Commissioner)		01/26/21	12/31/21
Tim Markey (B) (Commissioner)		01/26/21	12/31/21
<b>Mary O'Connor Heitjan (B)</b>		<b>04/10/18</b>	<b>03/31/21</b>

**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
<b>Walter Roch von Rochsburg (Planning Rep)</b>		<b>11/14/17</b>	<b>12/01/19 Resigned 10</b>
Ed Hoogterp (Drain Commissioner)		01/01/17	No Expiration Date
Rhonda Nye (Commissioner)		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**

<b>Rhonda Nye</b>	<b>Ex Officio -- BOC</b>	<b>01/22/19</b>	<b>12/31/19</b>
<b>Chris Walrad</b>	<b>Educ (School Rep)</b>	<b>02/13/18</b>	<b>12/01/20</b>
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
<b>Walter Roch von Rochsburg - Ffort</b>	<b>2/7/18</b>	<b>11/14/17</b>	<b>12/01/19 Resigned 10</b>
Vince Edwards - Vill of Lake Ann	11/14/17	02/11/20	12/01/22
<b>Rosemary Naulty - Lake Twp</b>	<b>2/13/18</b>	<b>02/13/18</b>	<b>12/01/19</b>
<b>Jim Sheets - Benz &amp; Platte Twp</b>	<b>12/17/19</b>	<b>12/13/19</b>	<b>12/01/20</b>
<b>James Clark - Inland Twp</b>	<b>11/14/17</b>	<b>11/14/17</b>	<b>12/01/20</b>

Greg Wright - Crystal Lake Twp      2/13/18      02/13/18      12/01/20

**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
<b>Dennis Fischgrabe</b>	<b>2/19/13</b>	<b>11/14/17</b>	<b>12/31/19 12/2 - Jesse</b>
Evan Warsecke	Commissioner	01/26/21	12/31/20212
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 1/29/2021

TH

**BENZIE COUNTY, MICHIGAN**  
**ORDINANCE NUMBER 2017-001**

**BENZIE COUNTY PLANNING COMMISSION ORDINANCE**

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2012-001, THE BENZIE COUNTY PLANNING COMMISSION ORDINANCE, TO INCREASE THE NUMBER OF COUNTY BOARD OF COMMISSIONER MEMBERS WHO MAY BE APPOINTED, AND TO ADD LANGUAGE REGARDING LOCAL UNIT OF GOVERNMENT MEMBERSHIP.

The County of Benzie hereby ordains:

**Section 1. Repeal of Ordinance No. 2009-002; Continuation Planning Commission.**

Ordinance No. 2009-002 which established a planning commission for the County of Benzie under 2008 PA 33, the Michigan Planning Enabling Act (MPEA), is hereby repealed, but the planning commission for the County of Benzie established thereby shall be continued as provided for in this ordinance. The planning commission shall be and remain constituted in accordance with and shall have all of the powers and duties set forth in the MPEA and in this ordinance. No matter pending before the planning commission as of the effective date of this ordinance shall be affected in any way by the fact that the planning commission is being reconstituted by this Ordinance. All such pending matters shall be carried forward under the planning commission at the same status as existed prior to the effective date of this ordinance.

**Section 2. Membership.**

*A. Number of Members:* The Planning Commission shall consist of an odd number of not less than 7 and not more than 11 members, as determined from time to time by the Benzie County Board of Commissioners, and appointed by said Board of Commissioners; except that if the Board of Commissioners decides to reduce the number of members of the Planning Commission, such reduction shall not result in the termination of the term of an existing member, but instead shall take effect upon the expiration of said member's term. To be qualified to be a member and remain a member of the Planning Commission, the individual shall meet the qualifications set out below.

*B. Conditions of Membership:*

1. Members of the Planning Commission shall be qualified electors of the county.
2. Appointed members of the Planning Commission shall attend educational programs designed for training members of Michigan planning commissions if the adopted Benzie County budget for that fiscal year includes funds to pay for tuition, registration, and travel expenses for such training. Nothing in this paragraph shall prevent a member who has not had training from finishing his or her term of office unless the member resigns or is otherwise removed by action of the County Board of Commissioners as provided by law. Unless the County Board of Commissioners finds that such member has special skills



desired for service on the Planning Commission, a member who fails to attend any training made available shall be ineligible for reappointment at the conclusion of his or her term.

3. Training programs which qualify to meet this requirement shall be designed to maintain or increase the skill level of Planning Commission members in the area of planning, zoning and/or the law relative thereto and shall include:

- a. educational programs presented by established educational institutions such as universities, colleges or community colleges;
- b. educational programs presented by an established association of governmental units or governmental officials, such as the Michigan Association of Counties, the Michigan Townships Association, the Michigan Municipal League or the Michigan Association of Municipal Attorneys;
- c. educational programs presented by experienced planning and/or legal consultants, or associations thereof, such as the Michigan Association of Planners or the Michigan Bar Association.

*C. Ex Officio Member:* The County Board of Commissioners may, but is not obligated to, appoint up to two of its members to serve as an ex officio member of the Planning Commission with full voting rights.

*D. Terms of Members:* Members of the Planning Commission, other than the ex officio member, shall be appointed to 3-year terms as specified in section 15 of the MPEA. However, of the members of the Planning Commission, other than ex officio members, first appointed, a number shall be appointed to 1-year or 2-year terms such that, as nearly as possible, the terms of 1/3 of all members shall expire each year. Each member, including ex officio members, shall hold office until his or her successor is appointed. Ex officio members qualify as members as long as they hold membership in the organization that authorizes their ex officio membership on the Planning Commission. Qualified members may hold successive terms.

The term of an ex officio member of a planning commission shall be as specified in the Michigan Planning Enabling Act which currently provides as follows:

- (1) The term of a chief elected official shall correspond to his or her term as chief elected official.
- (2) The term of a member of the legislative body shall expire with his or her term on the legislative body.

*E. Planning Commissioner Appointments to Other Boards and Commissions.* As provided in Section 1 of the County and Regional Parks and Recreation Commissions Act, Public Act 261 of 1965 [MCL 46.351], the chairperson of the Planning Commission shall serve on the county Parks and Recreation Commission. At the request of the chairperson, the Planning Commission

may designate one of its members to serve on the Parks and Recreation Commission in place of the chairperson.

*F. Vacancy:* If a vacancy occurs on the Planning Commission, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment.

*G. Removal:* Pursuant to section 15, paragraph 9 of the MPEA, The Benzie County Board of Commissioners may remove a member of the Planning Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges prepared by or directed to be prepared by the board of commissioners and after a public hearing. Failure to disclose a potential conflict of interest shall be considered malfeasance in office. Repeated failure to attend Commission meetings shall be considered nonfeasance of office. The secretary of the Planning Commission shall report any member who has missed three regular meetings in a row to the Benzie County Board of Commissioners.

*H. Compensation:* All members of the Planning Commission may be compensated at such rate as may be determined from time to time by resolution of the county board of commissioners. Members of the Planning Commission may be reimbursed for actual, reasonable and necessary expenses incurred in the discharge of their duties to the extent provided for by actual appropriation of money for said purposes.

*I. Appointment of Members:* The Chairman of the Benzie County Board of Commissioners shall, with the approval of the Board, appoint the members of the planning commission. Members shall be representative of important segments of the community such as the economic, governmental, educational, and social development of the county, in accordance with the major interests as they exist from time to time in the county such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. Members shall also, to the extent possible, be representative of the entire geography of the county.

*J. Education Member:* The Benzie County Board of Commissioners shall make every effort to appoint an *elected*, or an administrative employee of a school district included, in whole or in part within Benzie County.

*K. Local Unit of Government Members:* The Benzie County Board of Commissioners shall make every effort to appoint a member of a township, village, city planning commission or elected board, or a member of a joint planning commission located within Benzie County.

*L. Transition from Previous Ordinance:* If necessary to reduce the number of members of the planning commission from that number of persons appointed under 4 prior Ordinance No. 2009-002 to the number required by this ordinance, the board of commissioners, in its sole discretion, but mindful of the representation guidelines set forth in the MPEA and section 2 of this ordinance, may remove any members necessary to reduce the planning commission membership to the number of members authorized by section 2 of this Ordinance. In doing so, the Board of Commissioners may also re-align the terms of members so that, except for the ex officio member, the terms of no more than one-third of the members will expire in each year.



### **Section 3. Organization and Procedures.**

A. The Planning Commission shall elect a chairperson, vice chairperson, and secretary from its members and fill other offices, as it considers advisable. An ex officio member is not eligible to serve as an officer. The term of each officer shall be 1 year, with opportunity for reelection as specified in the Planning Commission's bylaws.

B. *Bylaws.* The Planning Commission shall adopt bylaws for the transaction of its business, and shall keep a public record of its resolutions, transactions, findings, and determinations.

C. *Advisory Committees.* The Planning Commission may appoint advisory committees whose members need not be members of the Planning Commission.

D. *Annual Report.* No later than the 1st day of June of each year, the Planning Commission shall submit an annual written report, including a work program for the coming year, and a budget request for the commission and planning department to the county board of commissioners concerning its operations and the status of planning activities. The report may also make recommendations to the legislative body regarding planning and development. Once the annual report is done, or concurrently, the planning commission may prepare a detailed budget of its operations for the coming year. This should be accompanied by a work program describing each proposed activity and the budget to go with it. The legislative body may approve or disapprove the budget, but in any event the planning commission must operate within the funds appropriated by the legislative body to cover its operations.

E. *Meetings.* The Planning Commission shall hold not less than 4 regular meetings each year. The time and place of the meetings shall be established by resolution. Unless the bylaws provide otherwise, a special meeting of the Planning Commission may be called by the chairperson or by 2 other members, upon written request to the secretary. Unless the bylaws provide otherwise, the secretary shall send written notice of a special meeting to Planning Commission members not less than 48 hours before the meeting.

F. *Open Meetings Act.* The business that the Planning Commission may perform shall be conducted at public meetings held in compliance with the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date, and place of a regular or special meeting shall be given in the manner required by that act.

G. *Freedom of Information Act.* A document prepared, owned, used, in the possession of, or retained by the Planning Commission and staff members in the performance of an official function shall be made available to the public in compliance with the Freedom of Information Act, 1976 PA442, and MCL 15.231 to 15.246.

### **Section 4. Conflict of Interest.**

A. Conflict of interest shall be defined as a situation in which a planning commissioner has competing professional or personal interests in the outcome of a vote. Such competing interests include but are not limited to financial reward or the involvement of employers or immediate family members. Such competing interests can make it difficult to fulfill his or her impartiality. A

conflict of interest exists even if no unethical or improper act results from it. A conflict of interest can create an appearance of impropriety that can undermine confidence in the conduct of Planning Commission business. "Immediate family" shall include a member's spouse, children, other dependents, parents, siblings and a spouse's parents and a spouse's siblings.

B. In accordance with MPEA Section 15. (9), failure of a Planning Commission member to disclose a potential conflict of interest constitutes malfeasance in office.

C. Before joining in deliberation, fact finding, or casting a vote on a matter on which a member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the Planning Commission. Following such disclosure, unless a majority of the remaining members of the Planning Commission excluding the member with the potential conflict, finds that no conflict exists, the member with the conflict is disqualified from fact finding, deliberation, and voting on the matter.

## **Section 5. Duties and powers.**

A. *Master Plan.* The Planning Commission shall make and approve a master plan as a guide for development within the county and shall adopt same in accordance with the requirements of Sections 31 through 51 of the MPEA.

B. *Capital Improvements.* No work shall be initiated on any project involving the expenditure of money by a county board, department, or agency for the acquisition of land, the erection of structures, or the extension, construction, or improvement of any physical facility by any county board, department, or agency unless a full description of the project, including, but not limited to, its proposed location and 6 extent, has been submitted to the Planning Commission and the report and advice of the Planning Commission on the proposal has been received by the county board of commissioners, all in the manner provided for in sections 61 and 63 of the MPEA.

C. *Capital Improvements Program.* To further the desirable future development of the county under the master plan, the Planning Commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements. All procedures in the preparation and processing of such capital improvements plan shall be in accordance with sections 65 and 67 of the MPEA.

D. *Subdivision Regulations and Plat Approval.* The Planning Commission may recommend to the County Board of Commissioners provisions of an ordinance or rules governing the subdivision of land authorized under section 105 of the land division act, 1967 PA 288, MCL 560.105, and shall review and make recommendations on plats before action thereon by the County Board of Commissioners under section 112 of the land division act, 1967 PA 288, MCL 560.112, all in accordance with the provisions of section 71 of the MPEA.

E. *Education; Consultation.* To promote public interest in and understanding of the master plan, the Planning Commission may publish and distribute copies of the master plan or of any report, and employ other means of publicity and education. The Planning Commission shall consult with and advise public officials and agencies, public utility companies, civic, educational,

professional, and other organizations, and citizens concerning the promotion or implementation of the master plan pursuant to the MPEA, section 51.

*F. Consultants:* Upon request by the planning commission or upon its own initiative, the board of commissioners may retain the services of a professional planner or other professional consultant to assist the planning commission in any matter within the planning commission's jurisdiction. Before retaining such consultant, however, the board of commissioners shall consider any consultants recommended by the planning commission.

*G. Management:*

a. The County Board of Commissioners may, but is not obligated to, appoint a county planner. If, however, the Board does appoint a county planner, the management of planning staff, if any, shall be supervised by the county planner.

b. The planning commission shall manage and direct the county planner, if one is appointed, for purposes of prioritization of projects, planning policy, annual work plan, subdivision review, capital improvement program and reviews, other matters of business which come before or are assigned to the planning commission, and evaluation of performance in these areas.

c. The management of the county planner, if one is appointed, shall be under the general supervision and control of the Board of Commissioners, or its designee, for purposes of being the sole employer, including but not limited to payroll, benefits, department head administrative and managerial duties, budget, other non-planning duties that may be assigned (e.g., EDC, Remonumentation, Recreation/Parks, Brownfield Board, etc.), compliance with Benzie County employee policies and evaluation of performance in these areas.

d. The management of the county planner, if one is appointed, shall be under the general supervision and control of the Board of Commissioners. Only the Board of Commissioners may hire or fire the county planner.

e. The Board of Commissioners, and its designee, shall carry out its general supervision of the county planner with full consultation with the Planning Commission which shall be afforded the opportunity to consult on any planning staff management decision.

## **Section 6. Amendments to the MPEA.**

If there is any conflict between this Ordinance and any provision of the MPEA, as amended, the provisions of the MPEA shall control.

## **Section 7. Repeal of Inconsistent Ordinances or Resolutions.**

Any prior ordinances or resolutions addressing the same subject matter as this ordinance and any amendments thereto are hereby repealed. Section 8. Effective Date. This ordinance shall be effective on the day following the day when notice of its adoption is published in a newspaper of general circulation in the county.

This Ordinance shall become effective upon publication of a notice of its adoption in a newspaper of general circulation in the County.

At a regular meeting of the Benzie County Board of Commissioners held on November 14, 2017, adoption of the foregoing ordinance was moved by Commissioner Carland and seconded by Commissioner Warsecke. The ordinance was adopted by said Board of Commissioners as follows:

Voting for: Carland, Griner, Jeannot, Roelofs, Sauer, Walterhouse and Warsecke

Voting against: None

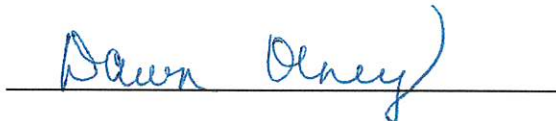
The Ordinance was declared adopted.



Gary G. Sauer, Vice Chair  
~~Custer Carland, Chair~~

I certify that true copy of Ordinance No. 001 of 2017 was adopted at a regular meeting of the Benzie County Board of Commissioners on November 14, 2017.

Dated: November 28, 2017



Dawn Olney, County Clerk

# Correspondence

1

## Kalkaska County Board of Commissioners Resolution 2021-14

### Pandemic Resolution

The Kalkaska County Board of Commissioners, at a Reconvene of a Regular Meeting, January 22, 2021, reviewed and approved the following:

**WHEREAS**, we live in a time of pandemic; and

**WHEREAS**, we are now entering into the second year of the global pandemic which has impacted every Kalkaska County citizen in a myriad ways; and

**WHEREAS**, the threat from the virus, though serious, has resulted in a thwarting of constitutional liberties and personal freedoms without sufficient regard for ongoing and potentially irreparable economic, emotional, educational and other societal abuses; and

**WHEREAS**, Governor Whitmer working with the Attorney General, Secretary of State, the Directors of the Michigan Health Department and the Michigan Licensing and Regulatory Affairs, did engage in fining, penalizing, and revoking the licenses of businesses for failure to obey and enforce the unconstitutional Executive Orders; and

**WHEREAS**, the orders by the MDHHS lack legislative support of the democratically elected representatives, having been initiated unilaterally and unconstitutionally by the Governor of Michigan; and

**WHEREAS**, the orders by the MDHHS have disallowed any degree of personal accountability, eroded constitutional rights of citizens and have placed undue burden and restrictions on local businesses, local employees and the citizens of Kalkaska County; and

**WHEREAS**, The Michigan Department of Health and Human Services (MDHHS) has issued orders without providing funding or sufficient guidance for the enforcement of such orders; and

**WHEREAS**, the 1st Amendment to the constitution states: *"Congress shall make no laws respecting an establishment of religion, or prohibiting the free exercise thereof: or abridging the freedom of speech, or of the press, or of the people to peaceably assemble, and to petition the government for a redress of grievances."*; and

**WHEREAS**, title 18, u.s.c. section 241 says *"If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same..."*

RECEIVED

JAN 25 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617



Title 18, u.s.c 242 says *"Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both";* and

**WHEREAS**, the right and responsibility of individuals to self-determine what is best for their own health, liberty and pursuit of happiness is necessary and ensured by our Constitution, which we have taken an oath to defend and uphold;

**NOW THEREFORE, BE IT RESOLVED**, The Kalkaska County Commission calls upon the Michigan Legislature to exercise their co-equal authority by adopting constitutionally sound measures which limit the unchecked exercise and abuse of executive power, which restore individual responsibility and accountability, and which return Michigan to the ranks of freedom-loving governments everywhere.

**FURTHER**, The Kalkaska County Commission does not support the expenditure of any county funds for the purpose of arrest and prosecution of any person accused of violating MDHHS emergency orders regarding COVID-19, and encourages the Kalkaska County Sheriff's Department and The Kalkaska County Prosecutors Office to uphold their oaths of office to support the Constitution, which is the Supreme Law of the land, and make this the lowest priority;

**FURTHER**, we call upon the citizens of Kalkaska County to act responsibly with regards to others while determining for themselves what is best for themselves, for their own families and loved ones and how to contend with the ongoing risks associated with the COVID-19 virus;

**FURTHER**, we call upon local businesses to use their own good judgement to operate in a manner which minimizes risk to patrons while protecting the health and welfare of their businesses, care for their employees, and the community;

**BE IT FURTHER RESOLVED** that copies of this resolution be transmitted to Governor Whitmer, both United States Senators, all Michigan Members of Congress, both Speakers of the House of Representative and the Senate, along with the Michigan Association of Counties and all Counties within Michigan, along with the Michigan Township Association and all Townships, Cities and Villages within Michigan.

Commissioners present: Baldwin, Banko, Bicum, Comai, Crambell, Fisher and Sweet.  
Commissioners absent: None

**Motion** by Commissioner Bicum. Supported by Commissioner Sweet.

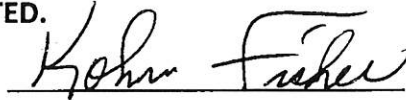
Roll call vote:

Yeas: Bicum, Sweet, Baldwin, Banko, Comai, Crambell, Fisher.

Nays: None

Absent: None

**RESOLUTION DECLARED ADOPTED.**



Kohn Fisher, Chairman 1-22-2021  
Kalkaska County Board of Commissioners

STATE OF MICHIGAN     )

) ss.

COUNTY OF KALKASKA   )

I, the undersigned, Clerk of Kalkaska County, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Kalkaska County Board of Commissioners at its Reconvene of a Regular Meeting held 1-22-0221.



Deborah Hill, County Clerk 1-22-2021  
Clerk of the Kalkaska County Board of Commissioners

RECEIVED

JAN 25 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617



Alpena County Board of Commissioners  
720 W. Chisholm Street, Suite #7  
Alpena, MI 49707  
Telephone: 989-354-9500  
Fax: 989-354-9648  
Web Address: [www.alpenacounty.org](http://www.alpenacounty.org)  
[commissionersoffice@alpenacounty.org](mailto:commissionersoffice@alpenacounty.org)

2

## Resolution #21-03

### Pandemic Resolution

**District #2**  
**Chairman of the Board**  
**Robert Adrian**

**District #7**  
**Vice-Chairman**  
**Marty Thomson**

**District #1**  
**Commissioner**  
**Don Gilmet**

**District #3**  
**Commissioner**  
**Dave Karschnick**

**District #4**  
**Commissioner**  
**Bill Peterson**

**District #5**  
**Commissioner**  
**Brenda Fournier**

**District #6**  
**Commissioner**  
**Kevin Osbourne**

**District #8**  
**Commissioner**  
**John Kozlowski**

**Executive Manager**  
**Tammy Sumerix-Bates**

**Board Assistant**  
**Lynn Bunting**

**Board Admin Assistant**  
**Kim Elkie**

The Alpena County Board of Commissioners, at a regular meeting, January 26, 2021, reviewed and approved the following:

WHEREAS, we live in a time of pandemic; and

WHEREAS, we are now entering into the second year of the global pandemic which has impacted every Alpena County citizen in a myriad of ways; and

WHEREAS, the threat from the virus, though serious, has resulted in a thwarting of constitutional liberties and personal freedoms without sufficient regard for ongoing and potentially irreparable economic, emotional, educational, and other societal abuses; and

WHEREAS, Governor Whitmer working with the Attorney General, Secretary of State, the Directors of the Michigan Health Department and revoking the licenses of businesses for failure to obey and enforce the unconstitutional Executive Orders; and

WHEREAS, the orders by the MDHHS lack legislative support of the democratically elected representatives, having been initiated unilaterally and unconstitutionally by the Governor of Michigan; and

WHEREAS, the orders by the MDHHS have disallowed any degree of personal accountability, eroded constitutional rights of citizens and have placed undue burden and restrictions on local businesses, local employees and the citizens of Alpena County; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) has issued orders without providing funding or sufficient guidance for the enforcement of such orders; and

WHEREAS, the 1<sup>st</sup> Amendment to the constitution states: "*Congress shall make no laws respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the*

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JAN 29 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
RECEIVED MI 49617

*press, or of the people to peaceably assemble, and to petition the government for a redress of grievances”;* and

WHEREAS, Title 18, U.S.C. Section 241 says *“If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same...”*

Title 18, U.S.C. 242 says *“Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year or both”;* and

WHEREAS, the right and responsibility of individuals to self-determine what is best for their own health, liberty and pursuit of happiness is necessary and ensured by our Constitution, which we have taken an oath to defend and uphold:

NOW THEREFORE BE IT RESOLVED, the Alpena County Commission calls upon the Michigan Legislature to exercise their co-equal authority by adopting constitutionally sound measures which limit the unchecked exercise and abuse of executive power, which restore individual responsibility and accountability, and which return Michigan to the ranks of freedom-loving governments everywhere.

FURTHER, The Alpena County Commission does not support the expenditure of any county funds for the purpose of arrest and prosecution of any person accused of violating MDHHS emergency orders regarding COVID-19 and encourages the Alpena County Sheriff’s Department and the Alpena County Prosecutor’s Office to uphold their oaths of office to support the Constitution which is the Supreme Law of the land, and make this the lowest priority;

FURTHER, we call upon the citizens of Alpena County to act responsibly with regards to others while determining for themselves what is best for themselves, for their own families and loved ones and how to contend with the ongoing risks associated with the COVID-19 virus;

FURTHER, we call upon local businesses to use their own good judgement to operate in a manner which minimizes risk to patrons while protecting the health and welfare of their businesses, care for their employees, and the community;

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to Governor Whitmer, both United States Senators, all Michigan Members of Congress, both



Speakers of the House of Representatives and the Senate, along with the Michigan Association of Counties and all Counties within Michigan, along with the Michigan Township Association and all Townships, Cities and Villages within Alpena County, Michigan.

Moved by Commissioner Thomson and supported by Commissioner Kozlowski to recommend to approve a pandemic resolution for Alpena County as presented and authorize the Chairman of the Board and County Clerk to sign it. Roll call vote was taken: AYES: Commissioners Gilmet, Karschnick, Peterson, Fournier, Osbourne, Thomson, and Kozlowski. NAYS: Commissioner Adrian. Motion carried.


  
Robert Adrian, Board Chairman

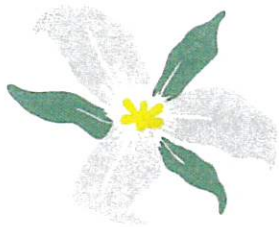
STATE OF MICHIGAN)  
County of Alpena)



I, Bonnie Friedrichs, Clerk of the Circuit Court for the County of Alpena, the same of Court of Record and having a seal do hereby certify that January 26, 2021 session and that it is a true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed the seal of said Court, at Alpena this 26th day of January 2021.

  
Bonnie Friedrichs, County Clerk



3

ANTRIM COUNTY  
**BOARD OF COMMISSIONERS**  
P.O. Box 520  
Bellaire, Michigan 49615  
Phone (231) 533-6353  
Fax (231) 533-6935  
Chairman: **TERRY VANALSTINE**

January 28, 2021

At the January 21, 2021 meeting of the Antrim County Board of Commissioners, the following Resolution was offered.

**RESOLUTION #09-2021, by Ed Boettcher, seconded by Christian Marcus**

**RESOLUTION IN SUPPORT  
OF LOCAL BUSINESSES**

**WHEREAS**, the novel coronavirus (COVID-19). Is a respiratory disease that can result in serious illness or death; and

**WHEREAS**, the Antrim County Board of Commissioners recognizes that COVID-19 is having direct impact on all County residents which includes, but is not limited to, physical and mental health care difficulties, education constraints, and financial strain; and

**WHEREAS**, The Antrim County Board of Commissioners understands that many local businesses have suffered and continue to suffer economic harm due to COVID-19, and

**WHEREAS**, The Antrim County Board of Commissioners furthermore recognizes that the local hospitality industry is being hit particularly hard with financial losses due to restrictions associated with COVID-19, and

**WHEREAS**, The Antrim County Board of Commissioners believes that the ability of County residents and visitors to patronize local restaurants, hotels, recreational venues, etc., contributes substantially to the overall well-being of the County; and

**WHEREAS**, The Antrim County Board of Commissioners is aware of many options to support the small businesses such as ordering takeout, using gift cards, and making advanced reservations, and

**WHEREAS**, The Antrim County Board of Commissioners believe small businesses engaged in food service can operate safely by practicing ServSafe health and safety practices specific to operating during a COVID-19 pandemic and limiting occupancy, while meeting the needs of the customer.

**NOW THEREFORE, BE IT RESOLVED**, The Antrim County Board of Commissioners encourages County residents to support their local businesses, particularly during the course of the pandemic, without fear.

**RECEIVED**

JAN 29 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617



**BE IT FURTHER RESOLVED**, that copies of this resolution be transmitted to Governor Whitmer, both the Speaker of the State House of Representatives and the Majority Leader of the State Senate along with the Michigan Association of Counties (MAC) and all counties within the State of Michigan.

Yes – Jarris Rubingh, Joshua Watrous, Ed Boettcher, Terry VanAlstine, Brenda Ricksgers,  
Dawn LaVanway, Jason Helwig, Christian Marcus;  
No – Karen Bargo;  
Absent – None.

**RESOLUTION #09-2021 DECLARED ADOPTED.**

ANTRIM COUNTY CLERK, BELLAIRE, MI  
STATE OF MICHIGAN, COUNTY OF ANTRIM, ss

I, Sheryl A. Guy, Clerk of the Clerk of the County of Antrim,  
certify the above is a true and exact copy of the original  
record now remaining in this office.

IN TESTIMONY WHEREOF, I have set my hand  
and official seal of the County of Antrim  
this 29<sup>th</sup> day of January, 2021

 County Clerk



4

January 21, 2021

Benzie County  
448 Court Place  
Beulah, MI 49617

RE: Weldon Township Recreation and Cultural Plan 2021-2025

Enclosed is a copy of the Weldon Township Recreation and Cultural Plan 2021-2025 which was developed in 2020 with guidance and input from the Weldon Township Planning Commission and with assistance from Networks Northwest. The Weldon Township Board adopted the Recreation Plan on January 12, 2021. This plan will serve as a guide for recreation projects in the Township over the next five years.

Please contact me at the information below with any questions about the process or documents.

Sincerely,



Mathew Cooke  
Community Planner

Networks Northwest  
PO Box 506  
Traverse City MI 49685-0506  
231.929.5000  
[mathew.cooke@networksnorthwest.org](mailto:mathew.cooke@networksnorthwest.org)

RECEIVED

FEB 02 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

# Weldon Township Recreation and Cultural Plan 2021-2025



RECEIVED

FEB 02 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

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# **Weldon Township Recreation and Cultural Plan 2021-2025**

## **Weldon Township Board**

Adopted: January 12, 2021

Weldon Township Hall  
14731 Thompson Ave.  
P.O. Box 570  
Thompsonville, MI 49683

[weldontwp.org](http://weldontwp.org)

## **Consultant**

Networks Northwest  
PO Box 506  
Traverse City, MI 49685-0506  
231-929-5000

[www.nwm.org](http://www.nwm.org)



**Networks  
Northwest**

Talent / Business / Community

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# Introduction

Weldon Township, located in the northwestern portion of Michigan's Lower Peninsula, is a rural, thickly forested township scattered throughout with beautiful, high-quality lakes and rivers. One of the Townships greatest assets is recreation, with countless year-round opportunities for activities like hiking, fishing, golf, hunting, biking, snowmobiling, cross-country and downhill skiing, or simply enjoying nature. The seasons provide for a wealth of outdoor activities and arts and cultural opportunities. These recreation opportunities, along with the Township's rural character, are key elements in the area's economy and quality of life.

Recreation activities and events bring residents and visitors together, fostering opportunities for cultural activities, education, and civic engagement. They promote public health and wellness by encouraging opportunities for physical activity, which is critical in staying healthy, reducing stress, fighting obesity, and preventing chronic health conditions. Parks and trails are also safe options for non-motorized transportation – which is especially important for those that do not own a car or cannot drive due to age, disability, or income.

Parks also act, increasingly, as economic drivers, raising property values, drawing new residents to the community, and encouraging new development and tourism. This plan indicates that cultural activities and pursuits in the region frequently overlap with recreational activities and pursuits. Therefore, it is in the best interest of the residents of Weldon Township, as well as visitors from outside the Township, for the Planning Commission to plan for both their cultural and recreational needs. Cultural facilities – such as historic sites, museums, galleries, libraries, and event venues – also play an important role, increasing tourism and contributing to communities' sense of place and quality of life. Because of these important contributions, recreation and cultural improvements and enhancements support and encourage – and in some cases, create – new investment and economic development.

To help guide future cultural and recreation improvements and enhancements, the Weldon Township Planning Commission initiated the development of this Recreation and Cultural Plan. The plan uses the latest update to the Benzie County Recreation and Cultural Plan as a planning template.

## **Recreation and Cultural Plan Purpose and Intent**

The Plans intent is to identify the Township's recreation priorities and to offer an action plan for the recreation goals and objectives identified by the community throughout the various planning efforts. The Plan provides a comprehensive inventory of parks, recreational facilities, and cultural entities in Weldon Township, and makes Weldon Township eligible for recreation grants through the Michigan Department of Natural Resources (DNR). Through its recreation grants program, the DNR provides financial assistance to communities that would like to purchase land for parks, or are planning to improve or develop recreation facilities. Weldon Township has not been the direct recipient of DNR monies to date. To be eligible to apply for most of these grant programs, a community must have a 5-year recreation plan, approved by the DNR that meets certain requirements. This Recreation Plan was developed to comply with all DNR requirements for recreation plans.

# Chapter 1:

## Community Description

Weldon Township is one of twelve townships located in Benzie County in Northwest Lower Michigan. The 36.6 square mile township is located in the southern portion of the County where it is bordered by Benzonia and Homestead Townships to the north, Colfax Township to the east, Joyfield Township to the west, and Springdale Township in Manistee County to the south. The Village of Thompsonville, located in the southeastern corner of Weldon Township, is the focal point of commerce in the township and has a rich history, particularly in lumbering and the railroad industry. The Village shares its border with Weldon Township to the west and Colfax Township to the east.

Similar to the surrounding Benzie County, Weldon Township is host to a wealth of natural resources including the Betsie River, a State-designated Natural River System and 14,280 acres of forestland, much of which is part of the Pere Marquette State Forest. The natural resources and area's topography have made Weldon Township a recreation destination, providing plentiful opportunities for fishing, boating, alpine and cross-country skiing, snowmobiling, and hiking.

The Township is also home to the Crystal Mountain Resort & Spa, a prominent attraction in the region. The 1,125-acre resort hosts a number of year-round activities and features a walkable and compact village area, and four home site communities for resort-style living. With over 500 employees in the winter and summer, Crystal Mountain is Benzie County's largest Employer. The resort campus is also home to the Michigan Legacy Art Park. Located on a wooded 30-acre preserve, the park features 1.7 miles of hiking trails, over 40 sculptures, and an outdoor amphitheater for concerts among other features.

Benzie County and Weldon Township are rich with recreation and cultural activity and potential. These opportunities contribute to the quality of life here and attract visitors and seasonal residents.

### Community Needs

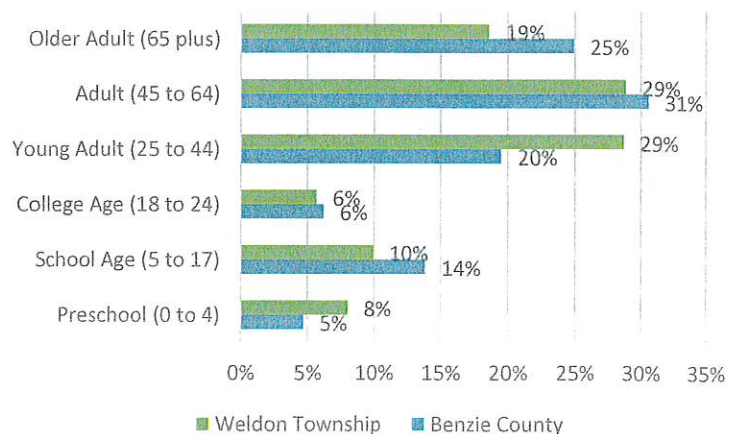
A community's recreation needs depend on the age, income, and other needs of its residents.

#### Age

The age of a community's residents is an important factor in determining recreation needs: facilities should accommodate the varying abilities and interests of residents at different stages of life. According to the 2018 American Community Survey, the median age in Weldon Township is 41.1, which is slightly higher than the state median age of 39.1 years. Whereas the median age in Benzie County is 49.6, over ten years above the state average.

These trends have significant impacts on recreation needs: seniors represent an important and growing segment of the population, necessitating new recreation facilities and features. The provision of barrier-free access is becoming an increasingly high priority. Passive recreation opportunities, such as walking paths, are also becoming more important as the population ages. However, almost 20% of the Township's population is below the age of 18, so to focus solely on the aging population leaves many residents' recreation needs unmet. Ensuring that the recreation needs of youth are

2018 Population Estimates by Age



addressed can make the community more attractive to families, helping to reverse the decline in younger populations, while also improving opportunities for physical activity and social development among the region's children and adolescents.

### **Community Health**

Providing access for all residents to safe and enjoyable recreational facilities is important in ensuring a high quality of life and personal health. The 2018 American Community Survey (ACS) reports that 16.9% of Weldon Township's population has some type of disability. Disabled individuals have specific community needs relative to public spaces, with significant challenges related to accessibility. Many recreation opportunities in this region are focused on natural resources that may be difficult to access due to terrain and other environmental features. Encouraging accessibility features in parks and recreation facilities can increase safe access for all.

Similar to the rest of the nation, state, and region, Benzie County is contending with a rise in obesity. Nearly one-third of residents living in Benzie County are obese and another one-third are overweight (2019 County Health Rankings, Robert Wood Johnson Foundation). Obesity is caused by many different factors, including physical inactivity, and it is associated with many chronic conditions, including type 2 diabetes, hypertension, heart disease and stroke, poorer mental health, and a reduced quality of life. Obesity among those in poverty is of particular concern, as national studies show that those in poverty are more likely to experience obesity and related disease.

Physical activities and exercise play an important part in preventing and addressing obesity. Improving access to parks and recreation opportunities, and incentivizing and encouraging physical activity, can promote physical fitness and improved health outcomes.

### **Income**

When planning for recreation, it is important to ensure that activities and amenities in the community are within the financial means of the majority of residents. The 2018 median household income was \$40,139 in Weldon Township, compared to \$56,639 in Benzie County and the state's median income of \$54,938. In Weldon Township, 36.5% of full-time, year-round workers are earning less than \$25,000. The poverty rate for Weldon Township is 23.4% and 33.9% for people under 18. The poverty rate for the County is 9.5%; the poverty rate for people under 18 is 12.1%.

Lower-income residents may have greater challenges in accessing recreation: parks may be less prevalent or offer fewer amenities in low-income communities, which often have fewer public revenues that can be used to develop and maintain recreation facilities. In addition, the costs associated with a wide variety of recreation activities, such as biking, golfing, skiing, paddling, and even organized sports, can prevent many households or individuals from participating.

Obesity is closely connected with lifestyle issues such as physical activity, and higher rates of obesity and diabetes among those in poverty may reflect issues associated with recreation access and costs. While public recreation facilities are often available at low or no cost, many individuals are priced out of recreation opportunities like fitness programs or facilities or by the cost of equipment for participation in activities.

### **Seasonal Population**

Benzie County's recreation and cultural opportunities contribute to a significant seasonal population. Tourists and seasonal residents alike travel to the County for day trips, hotel stays, camping, or vacation homes to take advantage of the abundant recreational opportunities and thriving arts and cultural scene. A 2014 Northwest Michigan Seasonal Population Analysis, conducted by the Michigan State University Land Policy Institute, found that Benzie County's population grows by over 8,000 people during the summer months, representing 40% of the County's total population at that time.



The large influx of seasonal residents has a tremendous impact on the County's economy, and on its recreation needs and opportunities. Activity at and demand for recreation facilities region-wide climbs dramatically, with boat launches, beaches, open spaces, and other outdoor facilities often experiencing large crowds. This increased activity brings added visitor spending at the region's businesses, but also comes with community costs in the form of added maintenance for trash removal, landscaping, and other activities. Transportation, too, is impacted, as traffic volumes increase and some parking lots overflow. With limited recreation budgets and staff in many communities, some communities struggle to plan for, budget, and address seasonal usage patterns at local parks.

## **Economy**

Benzie County's recreation and cultural assets are vital to its economy, employing residents, generating tourism, capturing visitor spending, and supporting related economic activity. In addition to direct dollars in the economy, recreation acts as one of the regions most important and recognized quality of life assets, which draws millions of visitors annually and attracts both new residents and visitors.

For many people, access to arts and culture are at the heart of their quality of life. Even beyond the impacts to residents' quality of life, communities that offer arts and cultural opportunities also stand to benefit economically and socially: from drawing more tourists to the community and building a vibrant environment that is attractive to entrepreneurs and knowledge workers, the arts can be an important tool in a community's economic toolbox.

## **Tourism & Economic Impact**

Benzie County's recreation and cultural scene has an enormous indirect economic impact, forming the foundation of the County's thriving tourist economy. Visitors who come for recreation and cultural activities spend dollars on hotels, restaurants, and related expenses, supporting a significant number of related jobs and additional economic activity. While data is not available to identify the indirect economic impacts of recreation in the County, state and national studies highlight the impact of specific recreation activities and parks. The Sleeping Bear Dunes National Lakeshore alone contributed more than \$130 million in total visitor spending to the economy in Northwest Michigan. The National Park Service also provides jobs, both year-round and seasonal, and visitor spending at the park supports a significant number of jobs locally.

Data reflecting the indirect economic impact of arts and culture in the County is also lacking, however, national arts organizations (such as Data Arts and Americans for the Arts) indicate that for every \$1 invested in arts and culture, \$51 is returned in economic development. Michigan's cultural tourism generated \$1.86-billion or 12.7% of direct tourism spending. Further statistics support the sector's impact on education, quality of life and community vitality.

## **Talent Attraction**

Communities with a high quality of life and a variety of cultural and recreation opportunities for all ages are needed to attract an educated and skilled workforce. In today's knowledge-based economy, the presence of a skilled, knowledgeable, and educated workforce is critical in attracting new business, entrepreneurial activity, and subsequent economic growth.

A high-quality natural environment provides for a wealth of four season activities including hiking, skiing, biking, swimming, boating, and other activities that contribute to a high quality of life. Providing opportunities for personal enrichment and social interaction, arts and cultural activities are also important contributors to a high quality of life.

## Chapter 2: Administrative Structure

### Weldon Township Administrative Structure:

The ultimate decision-making authority and responsibility for all park related projects resides with the Township Board. The Township Board is comprised of five members, including the Supervisor, Clerk, Treasurer, and two Township Trustees. The maintenance of the parks is contracted out, as well as the township paying for trash removal. Local volunteers have been assisting with landscaping projects.

The Planning Commission suggests improvements and items of repair and maintenance to the Township Board. The Township is exploring the possibility of a special committee made up of volunteers to work more closely on Day Use Park & Walking Trail responsibilities.

### Weldon Township Recreation Budget

Funding for Day Use Park & Walking Trail comes directly from the Township General Fund. Grants and donations have largely been used to cover capital projects. The following chart includes the current and projected park budget.

2020-2021: Adopted Budget	2021-2022: Projected Budget
\$ 14,741*	\$2,700

\*Total includes MDHHS Grant Money and Applicable Matching Funds

### Collaborating Organizations

A number of organizations, public agencies, and community groups are involved with recreation activities and facilities in the Township. The following list is some of those that have assisted with recreation opportunities in the Township:

Benzie County Road Commission (BCRC) – Is in charge of all road-ends in the County and has made a commitment to keep them open to the public. One BCRC member is seated on the County Parks & Recreation Commission.

Benzie County Historical Society (BCRC) – The non-profit seeks to educate and celebrate the Benzie County area through exhibits at the museum and programs held throughout the area. The Society recently helped place a historical marker in Thompsonville to recognize its history as a busy railroad junction with a diamond-shaped railroad track.

Conservation Resource Alliance (CRA) - The stewardship organization has been involved in watershed management and River Care projects focused on the Betsie River, and partners with local organizations and agencies in doing so.

Crystal Mountain Resort – Located west of Thompsonville, this four-season family resort is a major employer and an active partner in community development planning and projects.

Friends of the Betsie Valley Trail – This 501(c)3 organization helps maintain the Betsie Valley Trail through fundraising and management activities that ensure the long-term maintenance of the trail.

Grand Traverse Regional Land Conservancy (GTRLC) - Lands owned, protected, and/or managed by GTRLC are enjoyed by citizens of Weldon Township for recreational use. GTRLC has helped protect land for preservation and recreation purposes in the Township and County.

Michigan Department of Natural Resources (MDNR) – The state owns significant public lands used for recreation within the Township. The MDNR also oversees the Natural Wild and Scenic River designation on the Betsie River. The MDNR maintains a working relationship with the Township.

SEEDS – Specializing in after school programs, a youth conservation corps, and energy and environment analysis. Local youth with the SEEDS program put in the trail and benches at the Township's Day Use Park.

Volunteers – Volunteers also play a vital role in both the development and upkeep of facilities, as well as fundraising activities for projects.

## **Chapter 3:**

# **Recreation & Cultural Inventory**

The following inventory includes a detailed description and assessment of Weldon Township's park and a broader inventory of recreation and cultural facilities owned by non-profit organizations, other governmental units, and some privately owned facilities. For the Township facility, information is included relative to the accessibility of each facility to people with disabilities, based on criteria provided in the MDNR guidelines for the Development of Community Park, Recreation, Open Space and Greenway Plans (MDNR, 2018). The assessments were informed by Township representatives and other key stakeholders involved in managing the properties. The accessibility ranking system used in this document required that each entity be compared to the 2010 ADA Standards for Accessible Design.

### **ADA Ranking System**

- 1 - None of the site elements meet accessibility guidelines.
- 2 - Some of the site elements meet accessibility guidelines.
- 3 - Most of the site elements areas meet accessibility guidelines
- 4 - All of the site elements meet accessibility guidelines.
- 5 - The facility meets the Principals of Universal Design



## Betsie River Day Use Park & Walking Trail

**Park Type:** Community Park  
**Size:** 10 acres  
**Ownership:** MDNR under lease to Weldon Township  
**Service Area:** Weldon Township, Benzie County

**Description:** The Day Use Park and Walking Trail is a community asset located just outside of Thompsonville along the Betsie River. The Park includes a handicap accessible walkway to the Betsie River with a kayak/canoe launch site and parking for seven (7) vehicles. There are toilet facilities available. The Park is within easy bicycling range of the Betsie Valley Trail, the Village of Thompsonville, and Crystal Mountain Resort. Hiking, snow shoeing, birding, nature watching, kayaking and canoeing are activities to be enjoyed at the Park. Hunting, fishing, and trapping are allowed in accordance with State of Michigan regulations.

The park was initially established in the early 1990's with funding from the DNR Michigan Natural Resources Trust Fund. On May 15, 2011 Weldon Township signed a 15-year renewable lease with the Michigan Department of Natural Resources to protect and maintain the Park. In 2019 and again in 2020 additional funding was procured by Weldon Township from the Michigan Department of Health and Human Services, Building Healthy Communities Grants, to enhance the recreational opportunities afforded by the Park by creating an approximately .25 mile walking and nature observation trail. The labor for the construction of the trail was provided by Seeds EcoCorps, in Traverse City.

The Park is an example of a floodplain forest community, with some elements of hardwood conifer swamp, shrub thicket, and residual effects of remote disturbance by previous homesteading. Being situated adjacent to the Betsie River and surrounded by a large area of forested undeveloped DNR property, the Park demonstrates multiple species of flora and fauna. A resident wood turtle (*Glyptenys insculpta*) population has been documented in the Park for years. There are a number of resident and migratory bird species that can be observed throughout the year and a variety of insects, including various dragonflies and damselflies, (odonata), and butterfly, (lepidoptera), species. Signs of deer, bear, and other mammals are abundant. A list of plant species observed to date is available for review at the Betsie Valley District Library in Thompsonville.

**Accessibility Assessment:** 4

### Public and Stakeholder Input:

Results from the 2020 questionnaire indicate the township park is the most frequently used recreational facility. Respondents expressed a strong interest in expanding the existing walking trail. Results from the 2019 questionnaire indicate that the park is most frequently used in the summer, with steady use in the spring and fall as well. Responses were positive about maintenance of the park.





## Weldon Township Community Garden

**Park Type:** Community Garden

**Size:** .25 acres

**Ownership:** Weldon Township

**Service Area:** Thompsonville Area / Weldon Township

**Description:** A community garden that is free and open to all Thompsonville area residents on a first-come first-serve basis. The garden is located behind the Township Hall. The garden's purpose is to encourage families to garden with their children and educate them on how food is grown. Fifteen plots are available including four above-ground planters; all plots are watered twice daily. Further enhancements are planned including development of a fairy garden and sitting area.

**Accessibility Assessment:** 1

### Public and Stakeholder Input:

Results from the 2020 questionnaire indicate the Community garden is used among respondents, but also had the lowest overall reported use among public facilities. Discussion indicated making an effort to raise awareness about the availability of the garden plots to area residents.



## Trails

Trails are pathways that are used recreationally or for transportation by a variety of users, including bicyclists, horseback riders, snowmobilers, or hikers. Motorized trails include those that were designed to accommodate motorcycles, ORVs, or snowmobiles, while hiking, biking, horseback riding, cross-country skiing, and snowshoeing are among uses permitted on non-motorized trails. Multi-use trails are those designed to accommodate multiple user types simultaneously, such as pedestrians and cyclists. Other trails might be designed and designated for certain uses, such as motorcycles or snowmobiles. Understanding regional trail systems is important in identifying opportunities for trail linkages and enhancements.

The following are major trail systems owned and/or managed by non-Township entities in Weldon Township.

### **Non-Motorized Trails**

Betsie Valley Trail: The Betsie Valley Trail is a 22-mile multiuse trail located along the former Ann Arbor Railroad. The trail extends from Frankfort through Elberta and Beulah to Thompsonville all through Benzie County. The 13-mile section from Beulah to Thompsonville is compacted aggregate and runs through pine and hardwood upland forests and the Pere Marquette State Forest.

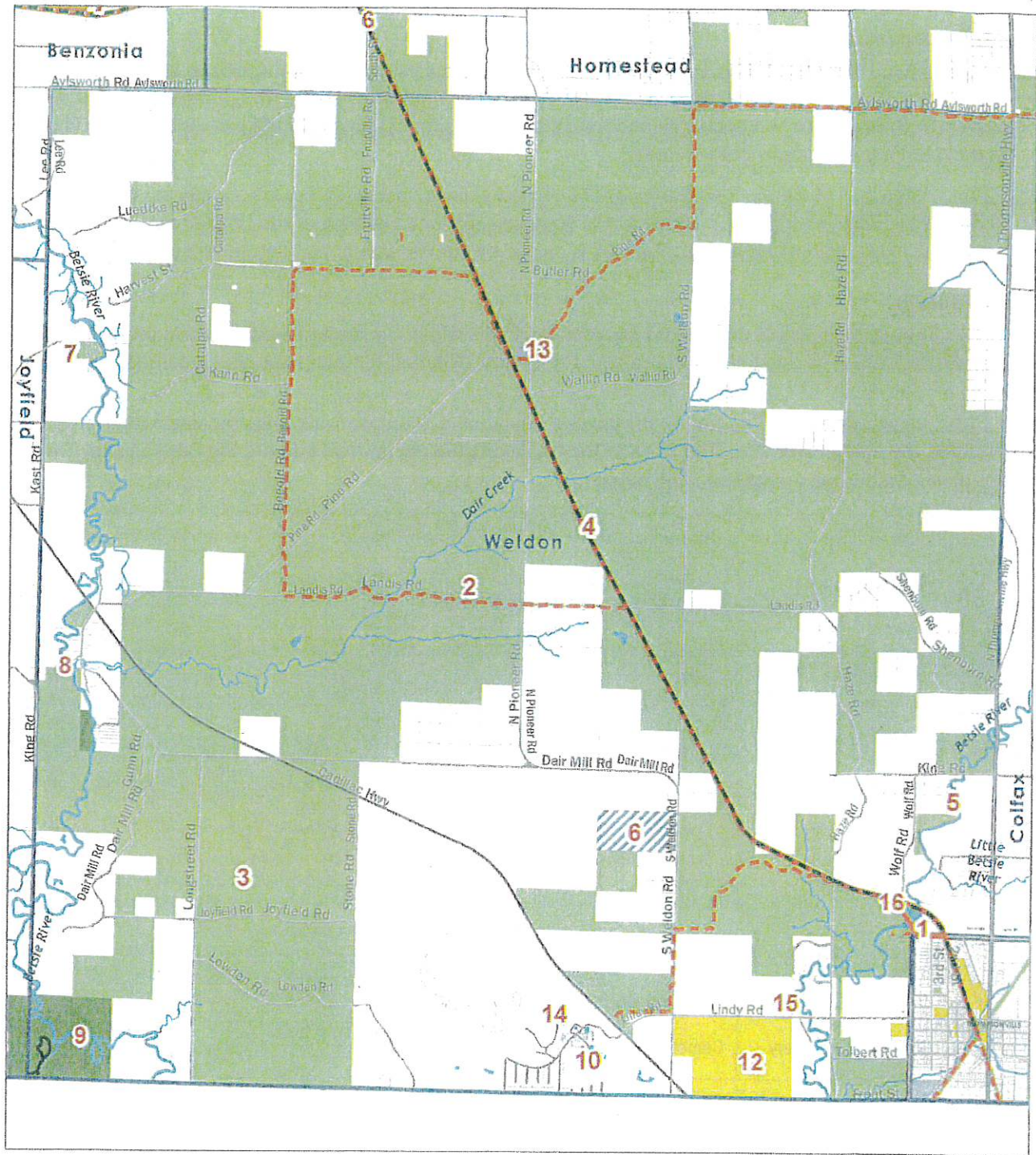
Betsie River Pathway: The Betsie River Pathway is a ten-mile hiking, biking, and cross-country ski trail located next to the Betsie River, roughly six miles west of Thompsonville, and just east of the Betsie River. The trail consists of two loops with varied terrain. The trail is owned by the Department of Natural Resources.

### **Motorized Trails**

Platte River Snowmobile Trail: A designated snowmobile trail system, the Platte River Snowmobile Trail follows seasonal roads, trails, and easements throughout the County. The trail is maintained and groomed with state funds.

Betsie River Snowmobile Trail: The trail runs between Beulah and Thompsonville and contains a large loop connecting to the Platte River Trail. The parts of the trail along the old railroad bed are the Betsie Valley Trail, used for hiking and biking during the other seasons





## Weldon Township

0 0.375 0.75 1.5 Miles



- Village
- Township
- Benzie County
- County Road Commission
- DNR/State
- Thompsonville Consolidated Schools
- GTRLC
- Grand Traverse Band

- Non-Motorized Trails
- Snowmobile Trails (DNR Designated)
- City/Village
- Municipal Boundary
- Parcels



Map Date: October 2019

Data Source: Michigan Open Data, Benzie County, Networks Northwest



WELDON TOWNSHIP						
Map	Facility	Type	Description and Activities	Size	Ownership	Service Area
1	Betsie River Day Use Park	Community Park	Located on Wolf Road, just outside of Thompsonville. The trail is around 1/3 of a third of a mile long and views of the Betsie River	10 acres	MDNR	
2	Platte River Snowmobile Trail	Trail	Designated snowmobile trail system maintained and groomed with state funds. It follows seasonal roads, trails, and easements.		MDNR	County, Region, State
3	Betsie River Pathway	Trail	Cross-country ski trail located on the east side of the Betsie River in southeastern Weldon Township.		MDNR	County, Region
4	Betsie Valley Trail	Trail	See Benzie County Inventory			
5	Betsie River Water Trail	Water Trail				
6	Benzie County Central School District Forest	Forested Area	Forested property.	80 acres	Thompsonville Consolidated Schools	County
7	Fred's Landing	Water Access	Betsie River access with primitive camping.		MDNR, BCRC	County, Region
8	Dair Mill Fishing Access	Water Access	On the south side of M-115, between the Betsie River and Dair Mill Road.	10.8 acres	MDNR	County, Region
9	Misty Acres: The Borwell Preserve	Natural Area	Includes a working farm, 10,000 feet along the Betsie River, and a short nature trail. 309 acres are in Benzie County.	627 acres	GTRLC	County, Region
10	Michigan Legacy Art Park	Art Park	An outdoor sculpture park and amphitheater with close to 50 art works installed along 1.6 miles of trails. Provides cultural, artistic, and educational services to the public. Open year round during daylight hours. Enter through Crystal Mountain's main entrance.	30 acres	Michigan Legacy Art Park	Region
11	Weldon Township Hall	Municipal Building	Meeting space and township offices. Community Garden is behind the building.		Weldon Township	Township
12	Thompsonville Airport	Airport	General aviation airport with two runways, one paved and one grass strip, an administration building, pit toilets, and water.	220 acres	Village of Thompsonville	County
13	Weldon Township Cemetery	Cemetery	Located on the corner of Pioneer and Pine Streets.	5 acres	Weldon Township	
14	Crystal Mountain Resort	Private Facility	Year-round resort with 36 holes of golf, downhill skiing, ski lodge, restaurant and lodging for 1,000+ people, indoor and outdoor pools, tennis courts, mountain biking trails, cross-country skiing trails, conference center, summer luge run, mountain bike trails, outdoor art park, fitness center and spa.		Private	
15	Betsie River Campground	Private Facility	Year-round RV camping facility located on the NW corner where the Betsie River crosses Lindy Road.		Private	
16	Betsie River Sportsman's Club	Private Facility	Includes a clubhouse. Located on Egan Road.		Private	

# Chapter 4:

## Planning Methods & Public Input

The Recreation and Cultural Plan was developed by the Weldon Township Planning Commission with assistance from Networks Northwest. The Plan was developed using the Systems Approach to Planning (MDNR, 2018), a three-part planning method that first examines the information already available; collects public input; and develops goals and objectives based on areas of need from public input and the existing information. This is one of the recommended planning methods by the Michigan Department of Natural Resources.

The 2020 Benzie County Joint Recreation and Cultural plan served as a template for this plan. Information and feedback were collected with assistance from the Weldon Township Planning Commission; public input received through questionnaires, stakeholder input, and a public hearing; prior planning efforts including the Weldon Township Master Plan 2020 and the Benzie County Joint Recreation and Cultural Plan; and additional research and analysis conducted by Networks Northwest. Data and public input were used to develop an effective set of goals and objectives to reflect the needs of Weldon Township residents and visitors, while not duplicating existing facilities and services.

### Public Input

#### 2020 Weldon Recreation and Cultural Plan Questionnaire

The Weldon Township Planning Commission released an online survey based on the questionnaire developed for the County's 2019 joint planning process, and to further inform the development of the Township's goals, objectives, and priority action plan. The survey was open for two weeks in October of 2020. Just over twenty surveys were received. The following report summarizes the results and feedback received from respondents.

- Betsie River Day Use Park and Walking Trail and State/DNR owned property are the most frequently used; the Community Garden and school recreation facilities had the lowest reported use among public facilities
- The most important activities and facilities were walking/hiking, canoeing/kayaking, beaches, wildlife viewing, libraries, and biking.
- A strong interest in expanding the trail at the Betsie River Day Use Park
- An interest in the development of pickle ball and hiking opportunities

#### 2019 Community Recreation and Cultural Plan Questionnaire

As part of the 2020 Benzie County Recreation & Cultural Plan update, the Benzie County Parks and Recreation Commission, along with the support of Weldon and Benzonia Townships, developed and released an online and hard copy survey designed to help inform the development of the plan and community goals, objectives, and priority actions. The survey was open for over two weeks in August of 2019. One hundred seventy-one (171) surveys were received. High priority areas identified in the survey results and that are most relevant to Weldon Township include:

- Important and frequently used activities/facilities include walking/hiking, wildlife viewing, libraries, biking, canoeing/kayaking and non-motorized water access.
- A strong interest in trails. Trail suggestions focused largely on improving and paving more of the Betsie Valley Trail, and developing trail opportunities for motorcycle use.
- The public values and uses public water access sites, and maintenance, improvement, and development of water access is important.
- Responses specific to Weldon Township indicate an interest in improved access to the Betsie River and both non-motorized and motorized trail development.

#### 2019 Master Plan Public Workshop

To help guide the 2020 Weldon Township Master Plan, the Planning Commission hosted a public workshop on January 23, 2019, where attendees were asked how they felt about their community, the activities residents would



like to see on the vast amount of state lands, priority zoning issues, the recreational activities enjoyed by residents, and what types of recreational improvements residents would like to see in the Township. This input was collected on boards and shared with the attendees at the end of the meeting. The five priorities from the public workshop were:

- Protect the area's natural beauty and the Betsie River.
- Preserve the community's rural character.
- Leverage the outdoors for recreational opportunities and community enjoyment.
- Develop and implement reasonable blight controls.
- Permit and encourage the development of a variety of housing options including workforce housing.

## **Public Comment Period**

A draft of the Recreation and Cultural Plan was released for a 30-day public review period in November. Notice was provided in the Benzie County Record Patriot issues on November 4 and 18, 2020. All comments had to be submitted for consideration before, or could be heard at, the public hearing on January 12, 2021 at the Township Hall. Copies of the plan were available on the Township website, and hard copies were available at the Township offices. Notices for the public hearings were posted at the Township Hall and published in the Benzie County Record Patriot.

## **Public Hearing and Adoption**

As part of their regular meeting on January 4, 2021, the Planning Commission approved a resolution to recommend adoption of the plan by the Weldon Township Board. On January 12, 2021 the Township Board held a public hearing on the plan. Following the public hearing, the Township Board approved the plan, approving it for submission to the Michigan Department of Natural Resources at their regular meeting on January 12, 2021. Please see Appendix B for the approval documents.

## **Chapter 5:**

# **Goals, Objectives, & Action Plan Priorities**

The goals, objectives, and action program developed as part of the Weldon Township Recreation and Cultural Plan are intended to guide future decisions about recreation in a manner that reflects the community's values and priorities. These goals were developed based on the review of existing facilities, demographics, plans, and public input obtained through:

- 2019 Benzie County Joint Recreation and Cultural Plan
- 2020 Weldon Township Master Plan
- Demographic data collection and analysis
- Regular meetings of the Weldon Township Planning Commission
- Public hearing conducted as part of the recreation planning process

In addition to public and stakeholder input, other local and regional plans and strategies have been reviewed to ensure that the goals, objectives, and actions are consistent with and aligned with other local, county, and regional initiatives.

### **Shared Goals**

Below are common Goals shared by Benzie County, Benzonia Township, and Weldon Township. The associated objectives and actions are identified on the following pages for Weldon Township.

1. Establish and support community structures for recreation maintenance, planning, and improvement oversight
2. Maintain and improve existing parks
3. Provide a variety of recreation opportunities for all ages and abilities, that meet the community's existing and future needs.
4. Develop and promote an interconnected system of motorized, non-motorized, and water trails to enhance access to additional recreation opportunities.

## Weldon Township

### **Objective      Maintain, improve, and expand on existing Township facilities as needed**

- Action 1.1      Provide improvements to existing parks and recreation facilities as needed
- Action 1.2      Develop a fairy garden and sitting area at the Community Garden
- Action 1.3      Pursue the expansion of the state property around Betsie River Day Use Park and Walking Trail (See trail objective actions)
- Action 1.4      Pursue partnerships and work with volunteers, community groups, and public agencies to assist with park maintenance, planning, and development projects

### **Objective      Ensure a diverse range of recreation and cultural opportunities throughout the Township**

- Action 2.1      Regularly identify, with public input and community planning, recreation needs and gaps
- Action 2.2      Encourage rehabilitation of historic structures for public recreational and cultural uses
- Action 2.3      Encourage the private sector to develop recreation and cultural facilities and programs that will complement public uses
- Action 2.4      Ensure that park and recreational facilities and opportunities are available and affordable to all residents
- Action 2.5      Collaborate with partner organizations, local schools, and public agency partners such as the Village of Thompsonville, Benzie County, and MDNR to enhance the area's access to recreation and cultural opportunities for all population groups.
- Action 2.6      Strengthen and provide educational outreach and activities by encouraging community based opportunities offered by groups like the DNR, SEEDS, 4-H, Michigan Legacy Art Park, MSUE, and other university and extracurricular programs
- Action 2.7      Explore opportunities to establish a dark sky designated areas

### **Objective      Increase access to all public lands and waters**

- Action 3.1      Encourage the acquisition of lands on lakes, rivers, and streams
- Action 3.2      Identify potential locations for additional water access, including launches for kayaking
- Action 3.3      Support and stay informed about efforts to develop, improve, and maintain water access along the Betsie River, and participate when possible
- Action 3.4      Support the completion of a water access assessment of the Betsie River, including the segment of the river that flows through the Township
- Action 3.5      Continue to provide access for all by improving barrier-free features at facilities as needed
- Action 3.6      Consider and incorporate universal access features at Township facilities

### **Objective      Support the development and maintenance of trails**

- Action 4.1      Explore and pursue opportunities to expand the trail at the Township's Day Use Park
- Action 4.2      Coordinate with the Friends of the Betsie Valley Trail and other partners to maintain, improve, and expand the Betsie Valley Trail and connections with the BVT
- Action 4.3      Work with Crystal Mountain Resort to develop a non-motorized pathway connecting the resort and downtown
- Action 4.4      Explore opportunities and pursue funding to create trail connections that link parks, existing trails, and other community, recreational, and cultural assets

- Action 4.5 Work with local and regional organizations, citizens, and business owners to enhance connectivity between downtown Thompsonville and nearby neighborhoods, trail-heads, parks and community amenities
- Action 4.6 Encourage the placement of bicycle racks in appropriate locations

**Objective: Explore and pursue opportunities for the acquisition and development of recreational facilities, sites, open spaces, and programs**

- Action 5.1 Collaborate with public and private partners, such as the MDNR and Grand Traverse Regional Land Conservancy, to fund the purchase and maintenance of recreational properties
- Action 5.2 Manage parks and recreation to protect and enhance natural resources and environmentally sensitive areas
- Action 5.3 Continue coordination efforts between local units of government, government agencies and community organizations that contribute to the management and oversight of environmentally sensitive areas.
- Action 5.4 Provide public access to special and unique areas within the community

**Objective: Raise community awareness of and appreciation for recreational and cultural opportunities**

- Action 6.1 Build awareness and encourage use of the Township's Day Use Park and Community Garden by township residents
- Action 6.2 Partner with schools, visitor's bureaus, and other organizations to promote and celebrate the natural and cultural resources in the Township
- Action 6.3 Partner with volunteers and other public and private entities to organize and/or promote activities and events, such as guided hikes and educational events, that showcase parks, recreation, and cultural facilities
- Action 6.4 Encourage healthy active lifestyles through recreation

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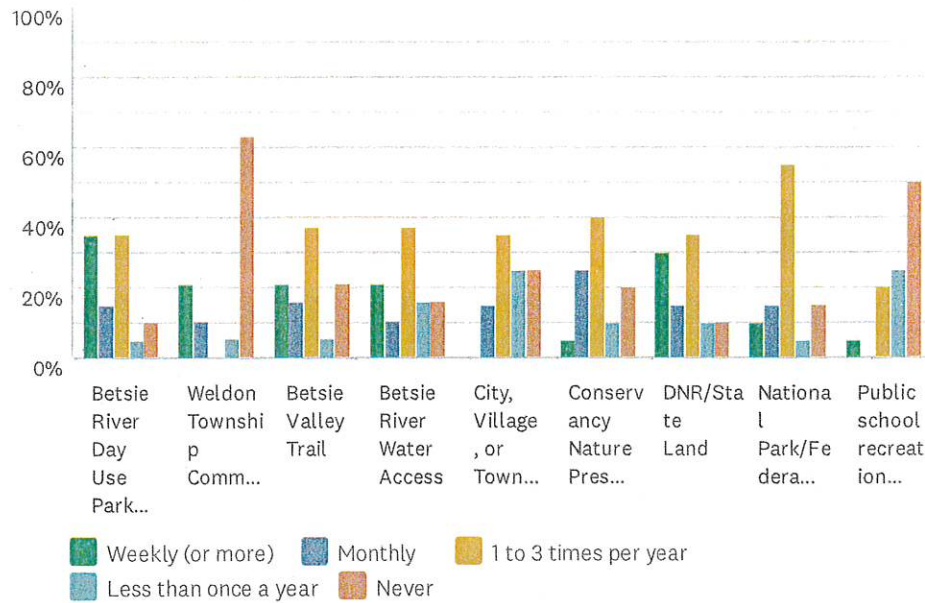


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## Q1 How often do members of your household use or visit the following recreation facilities in Weldon Township and Benzie County?

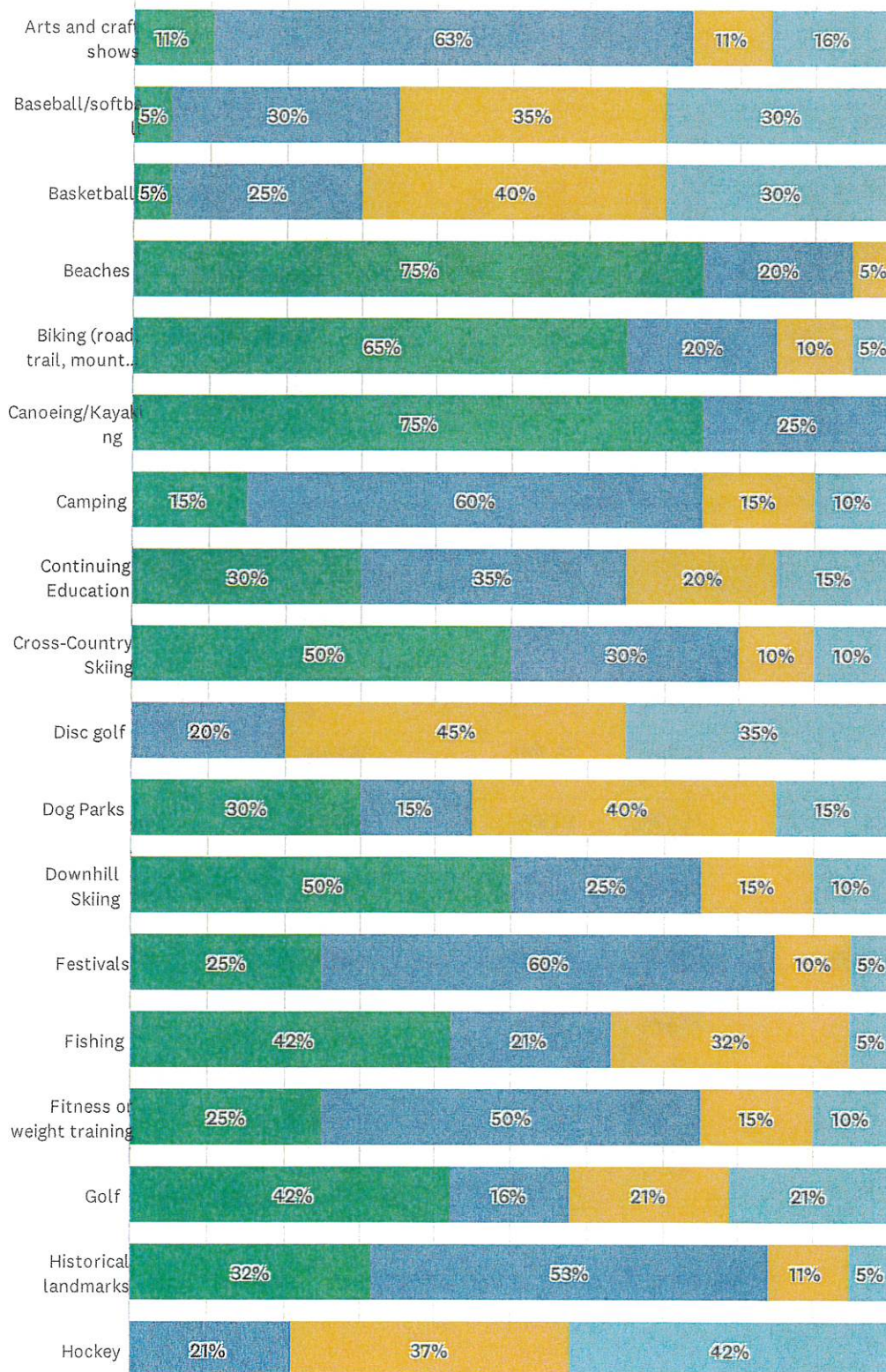
Answered: 20 Skipped: 0



	WEEKLY (OR MORE)	MONTHLY	1 TO 3 TIMES PER YEAR	LESS THAN ONCE A YEAR	NEVER	TOTAL
Betsie River Day Use Park & Walking Trail	35.00% 7	15.00% 3	35.00% 7	5.00% 1	10.00% 2	20
Weldon Township Community Garden	21.05% 4	10.53% 2	0.00% 0	5.26% 1	63.16% 12	19
Betsie Valley Trail	21.05% 4	15.79% 3	36.84% 7	5.26% 1	21.05% 4	19
Betsie River Water Access	21.05% 4	10.53% 2	36.84% 7	15.79% 3	15.79% 3	19
City, Village, or Township Parks	0.00% 0	15.00% 3	35.00% 7	25.00% 5	25.00% 5	20
Conservancy Nature Preserves	5.00% 1	25.00% 5	40.00% 8	10.00% 2	20.00% 4	20
DNR/State Land	30.00% 6	15.00% 3	35.00% 7	10.00% 2	10.00% 2	20
National Park/Federal Land	10.00% 2	15.00% 3	55.00% 11	5.00% 1	15.00% 3	20
Public school recreation facilities	5.00% 1	0.00% 0	20.00% 4	25.00% 5	50.00% 10	20

## Q2 How important are the following activities and facilities to you or members of your household?

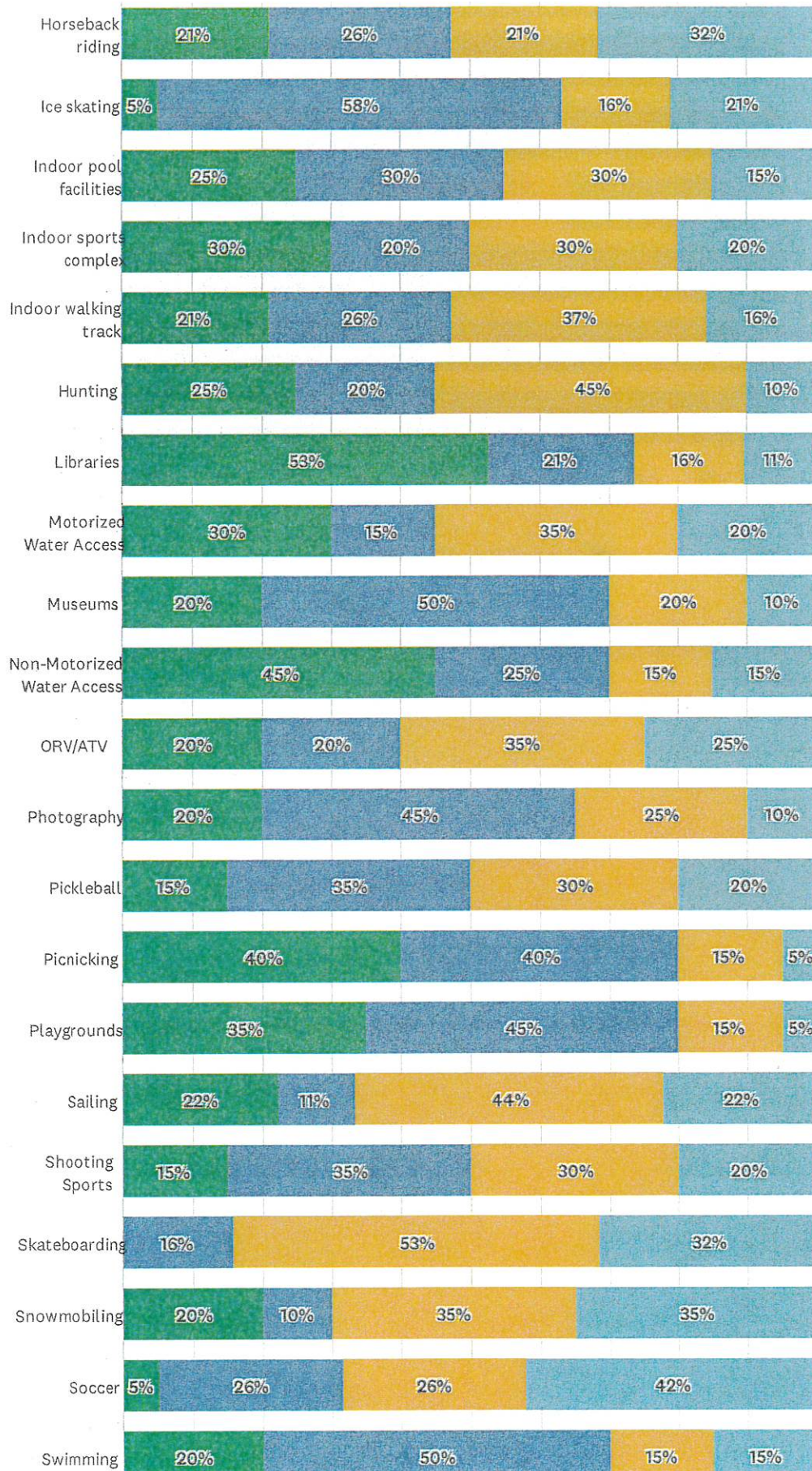
Answered: 20 Skipped: 0





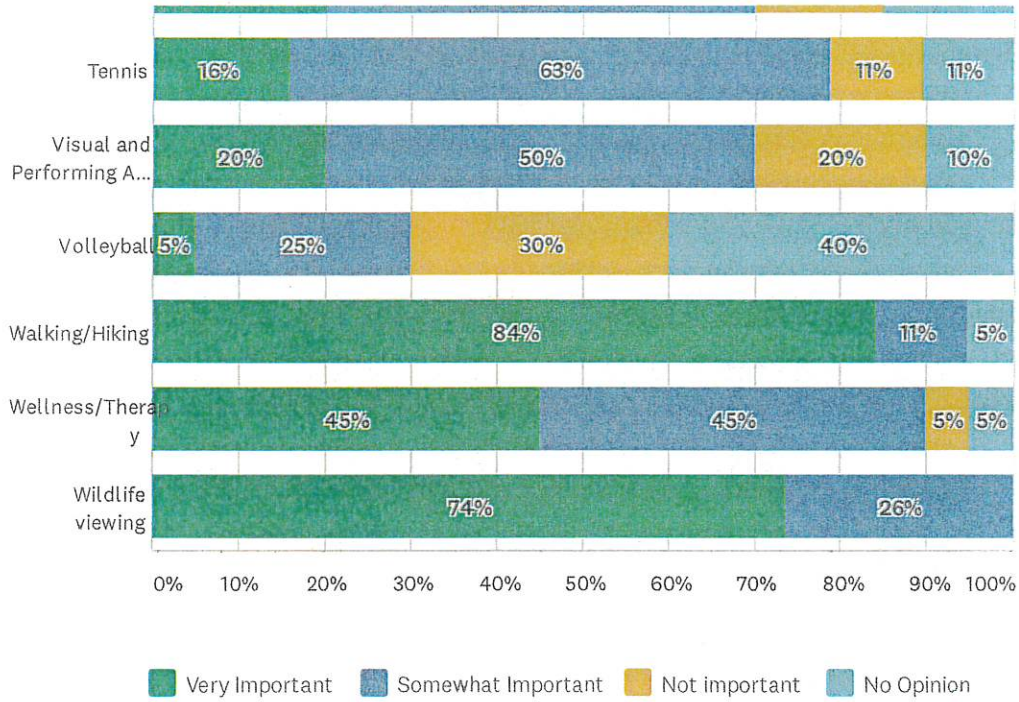
# Weldon Township Recreation and Cultural Questionnaire

Weldon Township Recreation and Cultural Plan 21



# Weldon Township Recreation and Cultural Questionnaire

Weldon Township Recreation and Cultural Plan 22



#	OTHER (PLEASE SPECIFY)	DATE
1	Trapping be allowed	10/19/2020 1:52 PM



### Q3 Are there any improvements you would like to see at the Township's Day Use Park & Walking Trail?

Answered: 8 Skipped: 12

#	RESPONSES	DATE
1	More park property to explore	10/29/2020 11:55 AM
2	More direct access to the river. Extended trail!	10/29/2020 11:21 AM
3	More awareness that the park exists.	10/20/2020 10:04 AM
4	No opinion	10/20/2020 9:00 AM
5	Trail made longer	10/15/2020 9:08 AM
6	Better job at it being taking care of More access to longer trail More seating for viewing river and wildlife	10/13/2020 9:35 PM
7	Maybe a longer trail. Identification tags for wildflowers and trees.	10/9/2020 5:04 PM
8	Expand trail	10/9/2020 4:37 PM

**Q4 What specific types of recreational and/or cultural facilities, activities, programs, or services would you like to see developed or expanded upon in Weldon Township**

Answered: 10 Skipped: 10

#	RESPONSES	DATE
1	I'm not sure because I don't know enough about what is offered	10/29/2020 11:55 AM
2	Team up with local or regional organizations for programming or at least promote their programs to township residents	10/29/2020 11:21 AM
3	pickelball	10/26/2020 2:23 PM
4	Pickleball/tennis - somewhere to access other players when in area	10/20/2020 5:18 PM
5	No opinion	10/20/2020 9:00 AM
6	Tennis and pickle ball	10/19/2020 11:17 PM
7	More trails for all recreational activities	10/13/2020 9:35 PM
8	Kayaking	10/13/2020 6:39 PM
9	Nature Day Camps for kids Sports leagues for kids	10/9/2020 5:04 PM
10	Hiking club	10/9/2020 4:37 PM

## Q5 Please share any additional thoughts you have on recreation and cultural opportunities in Weldon Township

Answered: 2   Skipped: 18

#	RESPONSES	DATE
1	Really appreciate the upgrades to Day Use Park. Let's keep going!	10/29/2020 11:21 AM
2	No expectations! The blight condition of the residential properties in the city of Thompsonville Is shameful, embarrassing, an unabashedly says "The city father's have no power or no pride" in the town..... so why invest money on recreation when clearly that is NOT HIGH on the PRIORITY SCALE for the THOMPSONVILLE residents, slumlords, or City Father's.	10/20/2020 9:00 AM

## AFFIDAVIT OF PUBLICATION

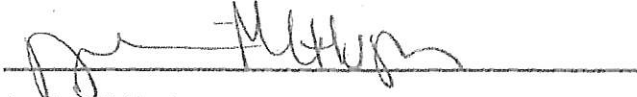
STATE OF MICHIGAN  
County of Benzie

WELDON TOWNSHIP  
NOTICE TO THE PUBLIC  
Recreation Plan  
Public Review

Jessica McHugh, being duly sworn, deposes and says that she is one of the editors, publishers, representatives of the Benzie County Record Patriot, a newspaper published and circulated in said County of Benzie, and the annexed notice was duly printed and published in the said newspaper on the following dates:

The draft Recreation and Cultural Plan for Weldon Township is available for public review and comment beginning November 5, 2020. A copy of the plan will be available online at [weldontwp.org](http://weldontwp.org). Please submit all comments to Networks Northwest at [mathew.cooke@networksnorthwest.org](mailto:mathew.cooke@networksnorthwest.org) or to the Township offices by December 5, 2020.  
Nov. 4, 18, 2020

November 04, 2020, November 18, 2020

  
\_\_\_\_\_  
Jessica McHugh

Subscribed to and sworn to me this 18th day of November  
2020.

  
\_\_\_\_\_

Notary Public: Christina Squires  
State of Michigan, County of Benzie  
My Commission Expires: February 07, 2022  
(Acting in the county of Benzie)

**WELDON TOWNSHIP PLANNING COMMISSION**  
**RESOLUTION TO RECOMMEND APPROVAL OF**  
**WELDON TOWNSHIP RECREATION AND CULTURAL PLAN**

**Resolution Number: 2021-0104**

The following resolution was offered by Carrie Aldrich  
and seconded by Chris Bobek.

WHEREAS, Weldon Township has undertaken a 5-Year Recreation Plan which describes the physical features, existing recreation facilities, and goals and actions for improving and maintaining recreational facilities during the five year period covering 2021 through 2025; and,

WHEREAS, Weldon Township has developed the Plan in accordance with the most recent guidelines developed by the Department of Natural Resources; and,

WHEREAS, input was received through meetings, a survey, a 30-day public review period, and a public hearing to be held on the January 12, 2021 to obtain input on recreation needs and opportunities, and all other aspects of the recreation plan; and,

WHEREAS, Weldon Township has developed the plan for the benefit of the entire community to assist in meeting the recreation needs of the entire community.

NOW THEREFORE BE IT RESOLVED the Weldon Township Planning Commission recommends to the Township Board adoption of the Weldon Township Recreation and Cultural Plan.

AYES: 7

NAYS: 0

I, Paul Aldrich, Secretary of the Weldon Township Planning Commission, do hereby certify the foregoing to be a true and correct copy of a resolution that was adopted by the Weldon Township Planning Commission at the meeting held on the 4<sup>th</sup> day of January, 2021.



## AFFIDAVIT OF PUBLICATION

STATE OF MICHIGAN  
County of Benzie

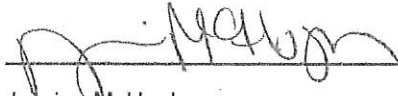
Jessica McHugh, being duly sworn, deposes and says that she is one of the editors, publishers, representatives of the Benzie County Record Patriot, a newspaper published and circulated in said County of Benzie, and the annexed notice was duly printed and published in the said newspaper on the following dates:

December 30, 2020

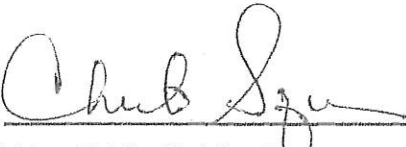
### NOTICE TO THE PUBLIC

Weldon Township  
Recreation  
and Cultural Plan  
Public Hearing  
January 12, 2020, 5:00 p.m.  
Weldon Township Hall  
14731 Thompson Avenue  
Thompsonville, MI 49683

Notice is hereby given that the Weldon Township Board has scheduled a public hearing for the Weldon Township Recreation and Cultural Plan on January 12, 2020 at 6:00 p.m. Due to Michigan Department of Health and Human Services orders, the meeting will take place virtually utilizing Zoom. The purpose of this hearing is to take public comment on the 2021-2025 Weldon Township Recreation and Cultural Plan. A copy of the plan is available for review online at [weldontwp.org](http://weldontwp.org). Please use the following link and password to access the meeting: <https://zoom.us/j/91290069379>  
Password: 807180  
Dec. 30, 2020

  
\_\_\_\_\_  
Jessica McHugh

Subscribed to and sworn to me this 30th day of December 2020.

  
\_\_\_\_\_

Notary Public: Christina Squires  
State of Michigan, County of Benzie  
My Commission Expires: February 07, 2022  
(Acting in the county of Benzie)

WELDON TOWNSHIP  
PUBLIC HEARING MINUTES  
Weldon Recreational and Cultural Plan  
JANUARY 12, 2021, 6:01PM  
(ZOOM)

The Supervisor, Ron Hitesman, call the Public Hearing to order at 6:01PM.

Attendance was taken. R. Hitesman, Supervisor, F. Griffin, Clerk, S. Meredith, Trustee, all in attendance. S. Bobek, Treasurer and Scott Williams, Trustee, were absent.

GUESTS: Becky Sharp, Mathew Cooke, Charles Kraus, Craig Meredith

R. Hitesman turned the hearing over to C. Kraus, Planning Commission Chair. He in turn turned it over to Mathew Cooke, Networks Northwest. Mathew gave an overview of what has been happening to this point with the Weldon Township Recreational and Cultural Plan. This is a 5-year Plan from 2021 thru 2025. At the Planning Commission, they passed a resolution to recommend to the Weldon Township Board to pass a Resolution to adopt the Weldon Township Recreational and Cultural Plan.

The public was asked if anyone had any questions. The Plan was previously put on the Website for comments. There was one negative comment. Discussion.

Waited for input. No public comments by ZOOM.

R. Hitesman, Supervisor, made the motion to close the Public Hearing, F Griffin seconded. All ayes.

Public Hearing adjourned at 6:22PM.

Respectfully submitted,

Fran Griffin

Weldon Township Clerk

WELDON TOWNSHIP BOARD

RESOLUTION OF ADOPTION  
WELDON TOWNSHIP RECREATION AND CULTURAL PLAN

Resolution: 2021-0112

The following resolution was offered by Row Hitesman  
and seconded by Scott Williams.

WHEREAS, Weldon Township has undertaken a 5-Year Recreation Plan which describes the physical features, existing recreation facilities, and goals and actions for improving and maintaining recreational facilities during the five year period covering 2021 through 2025; and,

WHEREAS, Weldon Township has developed the Plan in accordance with the most recent guidelines developed by the Department of Natural Resources; and,

WHEREAS, input was received through meetings, a survey, a 30-day public review period, and a public hearing held on the January 12, 2021 to obtain input on recreation needs and opportunities, and all other aspects of the recreation plan; and,

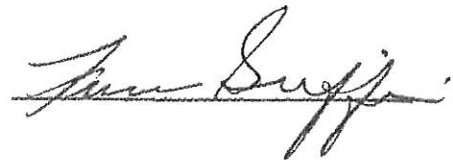
WHEREAS, Weldon Township has developed the plan for the benefit of the entire community to assist in meeting the recreation needs of the entire community,

NOW THEREFORE BE IT RESOLVED the Weldon Township Board hereby adopts the Weldon Township Recreation and Cultural Plan as a guideline for improving recreation for the residents of the Township.

AYES: 5

NAYS: 0

I, Fran Griffin, Township Clerk, do hereby certify the foregoing to be a true and correct copy of a resolution that was adopted by the Weldon Township Board at the meeting held on the 12<sup>th</sup> day of January 2021.



**WELDON TOWNSHIP  
REGULAR MEETING  
ZOOM**

**January 12, 2021**

**AGENDA**

**Tuesday**

**7:00PM**

**The meeting was called to order by Supervisor, R. Hitesman at 7:10PM.  
The Pledge of Allegiance was given.**

**ATTENDANCE:** Ron Hitesman, Supervisor\_X\_ Fran Griffin, Clerk\_X\_; Sue Meredith, Trustee\_X\_; Scott Williams, Trustee\_X\_.

**GUESTS:** Chuck Kraus. Casey Guthrie, Gary Sauer, Mathew Cooke, Becky Sharp, Craig Meredith, Carrie Aldrich, Rob Aldrich

C. Guthrie, Assessor, spoke about the change in the Property Exemption for up to three years. Would need a resolution by February 15<sup>th</sup>. Discussion. S. Bobek would like it to stay year to year. It was agreed by the Board to leave as is. He stated that the March 2021 BOR could be virtual or could do write in petitions or by appointment. Briefly discussed his upcoming contract.

**CHANGES/APPROVAL OF THE AGENDA:** S. Bobek asked to add BOR to the agenda under Old Business. Fran asked to add bills for \$100 and \$167.70 to the bills. R. Hitesman made the motion to approve the agenda with changes. S. Bobek 2<sup>nd</sup>. All ayes.

**APPROVAL OF MINUTES OF November 10, 2020 Regular Board Meeting, December 8, 2020 meeting cancelled (Covid-19).** R. Hitesman made the motion to approve the November 10, 2020 minutes. S. Williams seconded. All ayes.

**TREASURER'S REPORT:** S. Meredith made the motion to approve the December 2020 and January 2021 Treasurer's Reports as presented. S. Williams seconded. All ayes.

**GUEST/ PUBLIC INPUT (up to 5 minutes per guest):** G. Sauer, Commissioner, gave an update on County issues. He gave the COVID-19 Hotline number 231-715-5557 or use the Benzie County Health Dept website. Road Commission is looking at the Platte School and costs associated with it. Esch Rd is on their agenda for work to be done. Joyfield and Blaine discussion Ironman. Looking at cost/loans/grants to repair the Pt Betsie.

**REPORTS:**

**ZONING ADMINISTRATOR:** C. Meredith trying to find the Citation book that was purchased a few years ago. Has an application for LUP on Shenburn Rd.

**DAY USE PARK:** C. Meredith presented the report.

**GREENSPACE GRANT #2 UPDATE:** New bulletin Board has been installed.

**PLANNING COMMISSION:** C. Kraus reported on the ZOOM meeting on Jan 4<sup>th</sup> and the Recreational and Cultural Plan. No comments at the Public Hearing. A proposed budget has been submitted for the Community Garden and Day Use Park. Zoning regulations are not finished yet. With Covid-19 things have been set back by Wade Trim. It will be discussed at their Meeting in February.

**LIQUOR INSPECTOR REPORT:** on file/no issues

**BUDGET REPORT:** F. Griffin asked for approve of an amendment to bring the Budget in line-\$2000 from Contingency, \$1000 to Elections and \$1000 to Payroll Taxes. R. Hitesman made the motion to approve the amendments. S. Williams seconded. Roll call taken. All ayes.

**SUPERVISOR COMMENTS:** R. Hitesman reported on the Road Commission. Say they are working on what to do with the Haze Rd (Black Bridge). AA Group would like to use the Township Hall once things open again. Next month will be our Budget Workshop.

**CLERK COMMENTS:** Board signatures are still required on Comp Streets Resolution. Michigan BOE has yet another was to keep the Clerks busy. They have now added a Risk Audit of the November 3, 2020 Election for next week. They will be pulling 18,000 ballots to be tallied. Fortunately for us, Weldon did not get picked in the drawing of ballots. F. Griffin purchased drapes and rods for the Clerk's office. The previous blinds were broken. She stated that when she leaves office, she will take them with her, or the Township can reimburse her \$67.90. S. Bobek made the motion to reimburse the Clerk for them. S. Meredith seconded. All ayes. Thanks to Carrie Aldrich's help the W-2's have gone out in the mail.

**UNFINISHED BUSINESS:** Zoning Fee Schedule comparisons are in the packets for review. Tabled. F. Griffin, Clerk read the Resolution for the Adoption of the Weldon Township Recreation and Cultural Plan. R. Hitesman made the motion to adopt the Resolution. S. Williams seconded. Discussion. Roll call taken. All ayes 5-0. S. Bobek asked about the BOR members. All BOR members were paid for the December meeting plus the alternate, Marty Lonn. In our July meeting Jane Hitesman was appointed to replace Marty Lonn on the Board as a regular because he is so often working down state. Marty Lonn is the alternate.

**NEW BUSINESS:** Copies of the proposed budget for the Parks and Recreation are in the Board packets. Discussion. Tabled until February. C. Meredith stated that Bryce Gibbs has sold his Crystal View property on 669 and the Odd Fellows Hall has been purchased and is going to be a motel. The old grocery store downtowns Thompsonville is going to be made into apartments. Assessor Contract-tabled. Municipal Township Participating Plan sent us a Notice of Policy Change regarding Restrictions of Coverage for Communicable Disease.



They also send an application for Netguard Plus Cyber Liability Coverage Offer. Clerk will check into the cost of this coverage.

# **BILLS:**

## **Bills To Be Paid by Weldon Township December 8, 2020**

Election Inspectors-Hazardous Pay	600.00	[ ]
Dave Kane, Website Monthly Fee	60.00	[ ]
Julie Lonn, Town Hall Cleaning	50.00	[ ]
AcenTek	175.58	[ ]
AFLAC	257.90	[ ]
VISA	253.44	[ ]
Cherryland Electric		[ ]
Craig Meredith, ZA	250.00	[ ]
Craig Meredith-DUP	150.00	[ ]
Image 360	595.75	[ ]
Wade Trim-zoning changes	2201.83	[ ]
Spectrum Printers-test decks	190.00	[ ]
Apex Software-annual maint contract	235.00	[ ]
USPS-postage Tax Mailing	635.26	[ ]
Sally Bobek-reimburse for stamps	55.00	[ ]
Dustin Computer Repairs	60.00	[ ]
Casey Guthrie-Assessor	1,398.83	[ ]
Board Salaries	3,158.34	[ ]

**TOTAL BILL PAYMENT AMOUNT FOR: December 8, 2020**

**\$10,326.93**

# **BILLS:**

## **January 2021**

Municipal Underwriters of Michigan	4663.00
Accident Fund Insurance	1146.00
David Kane, Monthly Website Maintenance	60.00
Craig Meredith, ZA	250.00
Craig Meredith-DUP	150.00
Julie Lonn, Town Hall Cleaning	50.00
AFLAC	257.90
VISA	382.13
AcenTek	175.33

Cherryland Electric (Capital Credit-Dec -11.05)	48.46
Blarney Castle	464.74
Republic Services	145.50
Benzie County Clerk-Nov 2020 Election cost	522.89
Craig Meredith-Hall Plowing	100.00
Craig Meredith-LUP	28.00
Ron Hitesman-Liq Enforcement	550.00
Aubrey Kitzmiller (ZOOM setup)	165.55
Sally Bobek-reimburse Bitdefender Security fee	38.16
Fran Griffin-mileage to Profile-Shredding/Postage	33.60
Sue Meredith- per diem	100.00
Pioneer Group	167.70
IRS-941 quarterly	2653.81
State of Michigan quarterly	573.52
Casey Guthrie-Assessor	1398.83
BOR-Dec 2020 Members Pay	130.00
Planning Comm wages	425.00
Township Board Salaries	<u>3158.34</u>

**TOTAL-January 2021**

**\$17,838.46**

S. Meredith made the motion to pay the December 2020 (Post-audit) and the January 2021 bills. S. Williams seconded. All ayes.

**CORRESPONDENCE:** Networks Northwest Newsletters-Dec, Networks Northwest Newsletter-November, GFL/American Waste-New Name, BVDL Minutes-Oct and Nov. Gary and Connie Stevens sent a Merry Christmas and Happy New Year email.

**PUBLIC COMMENT:** C. Kraus stated that the Historical Marker at the Diamond Crossing is set for June 19<sup>th</sup> at 2:00PM.

It was decided that our February Regular Board meeting will be by ZOOM.

**ADJOURNMENT:** S. Williams made the motion the adjourn the meeting. S. Bobek seconded. All ayes.

Meeting adjourned at 8:16PM.

Respectfully submitted:

Fran Griffin  
Weldon Township Clerk

January 21, 2021

Benzie County  
448 Court Place  
Beulah, MI 49617

RE: Weldon Township Recreation and Cultural Plan 2021-2025

Enclosed is a copy of the Weldon Township Recreation and Cultural Plan 2021-2025 which was developed in 2020 with guidance and input from the Weldon Township Planning Commission and with assistance from Networks Northwest. The Weldon Township Board adopted the Recreation Plan on January 12, 2021. This plan will serve as a guide for recreation projects in the Township over the next five years.

Please contact me at the information below with any questions about the process or documents.

Sincerely,



Mathew Cooke  
Community Planner

Networks Northwest  
PO Box 506  
Traverse City MI 49685-0506  
231.929.5000  
[mathew.cooke@networksnorthwest.org](mailto:mathew.cooke@networksnorthwest.org)

January 21, 2021

Networks Northwest  
PO Box 506  
Traverse City, MI 49685-0506

RE: Weldon Township Community Recreation Plan 2020-2024

Enclosed is a copy of the Weldon Township Community Recreation Plan 2021-2025 which was developed in 2020 with guidance and input from the Weldon Township Planning Commission and with assistance from Networks Northwest. The Weldon Township Board adopted the Recreation Plan on January 12, 2021. This plan will serve as a guide for recreation projects in the Township over the next five years.

Please contact me at the information below with any questions about the process or documents.

Sincerely,



Mathew Cooke  
Community Planner

Networks Northwest  
PO Box 506  
Traverse City MI 49685-0506  
231.929.5000  
[mathew.cooke@networksnorthwest.org](mailto:mathew.cooke@networksnorthwest.org)

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**COMMUNITY PARK AND RECREATION PLAN**

Weldon Township Recreation and Cultural Plan 37

**CERTIFICATION CHECKLIST**

By Authority of Parts 19, 703 and 716 of Act 451, P.A. 1994, as amended, submission of this information is required for eligibility to apply for grants

**INSTRUCTIONS:** Complete, obtain certification signatures and submit this checklist with a locally adopted recreation plan.

All recreation plans are required to meet the content and local approval standards listed in this checklist and as outlined in the *Guidelines for the Development of Community Park and Recreation Plans* provided by the Michigan Department of Natural Resources (DNR). Plans must be submitted to the DNR through MiRecGrants with a completed checklist that has been signed by an authorized official(s) of the local unit of government(s) submitting the plan. Plans may be submitted at any time of the year, but no later than February 1 of the year the local unit of government is applying for grants.

**PLAN INFORMATION**

Name of Plan:

Weldon Township Recreation and Cultural Plan 2021-2025

List the community names (including school districts) that are covered under the plan and have passed a resolution adopting the plan.

County

Month and year plan adopted by the community's governing body

Weldon Township

Benzie

1/21

**PLAN CONTENT**

**INSTRUCTIONS:** Please check each box to certify that the listed information is included in the final plan.

☒ **1. COMMUNITY DESCRIPTION**☒ **2. ADMINISTRATIVE STRUCTURE**

- ☒ Roles of Commission(s) or Advisory Board(s)
- ☒ Department, Authority and/or Staff Description and Organizational Chart
- ☒ Annual and Projected Budgets for Operations, Maintenance, Capital Improvements and Recreation Programming
- ☒ Current Funding Sources
- ☒ Role of Volunteers
- ☒ Relationship(s) with School Districts, Other Public Agencies or Private Organizations

**Recreation Authorities or Trailway Commissions Only:**

- ☐ Description of the Relationship between the Authority or Commission and the Recreation Departments of Participating Communities
- ☐ Articles of Incorporation

☒ **3. RECREATION INVENTORY**

- ☒ Description of Methods Used to Conduct the Inventory
- ☒ Inventory of all Community Owned Parks and Recreation Facilities
- ☒ Location Maps (site development plans recommended but not required)
- ☒ Accessibility Assessment
- ☒ Status Report for all Grant-Assisted Parks and Recreation Facilities
- ☐ Waterways Inventory (if applicable)

☐ **4. RESOURCE INVENTORY (OPTIONAL)**☒ **5. DESCRIPTION OF THE PLANNING PROCESS**



☒ **6. DESCRIPTION OF THE PUBLIC INPUT PROCESS**

☒ Description of the Method(s) Used to Solicit Public Input Before or During Preparation of the Plan, including a Copy of the Survey or Meeting Agenda and a Summary of the Responses Received

☒ Copy of the Notice of the Availability of the Draft Plan for Public Review and Comment

Date of the Notice November 4 & 18, 2020

Type of Notice Benzie County Record Patriot

Plan Location weldontwp.org

Duration of Draft Plan Public Review Period (Must be at Least 30 Days) 30 days

☒ Copy of the Notice for the Public Meeting Held after the One Month Public Review Period and Before the Plan's Adoption by the Governing Body(ies)

Date of Notice December 30, 2020

Name of Newspaper Benzie County Record Patriot

Date of Meeting January 12, 2020

☒ Copy of the Minutes from the Public Meeting

☒ **7. GOALS AND OBJECTIVES**

☒ **8. ACTION PROGRAM**

☒ **9. POST-COMPLETION SELF-CERTIFICATION REPORT(S)**

**APPROVAL DOCUMENTATION:** For multi-jurisdictional plans, each local unit of government must pass a resolution adopting the plan. Prepare and attach a separate page for each unit of government included in the plan.

- ☒ 1. Official resolution of adoption by the governing body dated: January 12, 2021
- ☒ 2. Official resolution of the Weldon Township Planning Commission Commission or Board, recommending adoption of the plan by the governing body, dated: January 4, 2021
- ☒ 3. Copy of letter transmitting adopted plan to County Planning Agency dated: January 21, 2021
- ☒ 4. Copy of letter transmitting adopted plan to Regional Planning Agency dated: January 21, 2021

**NOTE:** For multi-jurisdictional plans, Overall Certification must include the signature of each local unit of government. Prepare and attach a separate signature page for each unit of government included in the plan.

*I hereby certify that the recreation plan for*

Weldon Township

(Local Unit of Government)

above and as set forth by the DNR.

*includes the required content, as indicated*

*[Signature]*  
Fran Griffin/Weldon Township Clerk

Authorized Official for the Local Unit of Government

1/26/2021  
Date 1/26/2021

**This completed checklist must be uploaded in MiRecGrants.**

(5)

**BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT  
BOARD OF HEALTH MEETING  
Wednesday, January 27, 2021 2:00 p.m.  
Via Microsoft Teams**

Chairperson Gary Sauer called the meeting to order at 2:05 pm.

**Members Present:**

Gary Sauer - Benzie County Board of Commissioners  
Rhonda Nye – Benzie County Board of Commissioners  
Dr. Mark Kuiper – Benzie County Member at Large  
William Bunek – Leelanau County Board of Commissioners  
Patricia Soutas-Little – Leelanau County Board of Commissioners  
Dr. Barbara Conley – Leelanau County Member at Large

**Members Absent:** None

**Members Excused:** None

**Staff Present:**

Lisa Peacock – Health Officer  
Dr. Joshua Meyerson – Medical Director  
Dodie Putney – Director of Administrative Services  
Eric Johnston – Director of Environmental Health  
Michelle Klein - Director of Personal Health

**Guests Present:** None

**Pledge of Allegiance:** It was agreed to dispense with the pledge of alliance today due to the meeting being held via video conference.

**Approval of Minutes:**

**Motion By:** Conley to approve the Regular Board of Health Meeting of November 18, 2020.

**Seconded By:** Sauer

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

**Approval of the Agenda:**

**Motion By:** Bunek to approve agenda as presented.

**Seconded By:** Soutas-Little

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

**Election of Officer for Board of Health Chairperson**

**Motion By:** Soutas-Little to nominate Conley for Board of Health Chairperson.

**Seconded By:** Bunek

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

Conley took over the meeting as the new Board of Health Chairperson.

**Election of Officer for Board of Health Vice-Chairperson**

**Motion By:** Bunek to nominate Sauer for Board of Health Vice-Chairperson.

**Seconded By:** Soutas-Little

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

**Public Comment** – None

**Health Officer Update** – Lisa Peacock

Written Public Health Statement was distributed for review prior to the meeting. Current COVID update given, with details on pandemic risk indicators and information regarding vaccinations for the community.

**Accounts Payable**

**Motion By:** Sauer to approve accounts payable and pay the bills in the amount of \$330,151.52.

**Seconded By:** Bunek

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

**December 2020 Financial Statements**

**Motion By:** Sauer to accept the financial statements as presented.

**Seconded By:** Bunek

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

**2021 Board of Health Meeting Dates**

**Motion By:** Bunek to approve amended dates as presented for future Board of Health meetings.

**Seconded By:** Soutas-Little

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

**Personnel and Finance Committee Appointment**

**Motion By:** Bunek to nominate Sauer and Soutas-Little for Personnel and Finance Committee.

**Seconded By:** Conley

**Roll Call Vote:** Sauer-Yea, Kuiper-Yea, Nye-Yea, Conley-Yea, Bunek- Yea, Soutas-Little- Yea  
6 yeas 0 nay 0 excused **Motion carried**

**Staff Reports:****Medical Director** – Dr. Joshua Meyerson

Dr. Meyerson briefly educated on COVID and the mutation of the virus. Mutation produces new variants, that are more transmissible than previous variants. As more strains are identified, over time you will get a virus that becomes less susceptible to respond to the vaccine.

Meyerson suggests that with the new strain being more transmissible to others, that we must be even better about practicing social distancing, wearing masks, keeping social gatherings small and staying home when sick.

**Personal Health** – Michelle Klein

Klein shared information on personal health programs and services that are offered too our

community through BLDHD. Copies were distributed prior to the meeting with programs and descriptions of offered services, as well as the Community Collaboration for 2021. Klein gave a brief update on the Leelanau Early Childhood Program, and goals for 2021.

**Environmental Health – Eric Johnston**

Johnson announced that the Sanitarian position has been filled. Zach accepted the position and is working out of the Benzie office. Other topics of discussion included the Leelanau Mapping Project, COVID-19 Vaccination Clinic assistance from the Environmental Health division and an update on the Environmental Health program efficiency efforts.

**Administrative – Dodie Putney**

Written report distributed prior to meeting for review. Putney's report briefed on administrative divisions currently in focus, such as finances, human resources, technology, building management, purchasing, and billing.

**Public Comment – None**

**Board Comments – None**

**Adjourn:** The meeting adjourned at 3:55 pm

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Dr. Barbara Conley, Chair

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Renee Youker, Recording Secretary

## Dawn Olney

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**From:** David Oellerich <deoellerich@gmail.com>  
**Sent:** Wednesday, February 3, 2021 1:27 PM  
**To:** Dawn Olney  
**Cc:** Mitch Deisch  
**Subject:** Re: Betsie Valley Trail Reconstruction Public Bid-Commissioners Approval  
**Attachments:** Bid Docs to BCC 2-3-21.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thanks Dawn. Please find attached the documents that are to go to the Commissioners for the next meeting available.  
DO

On Wed, Feb 3, 2021 at 11:32 AM Dawn Olney <[DOlney@benzieco.net](mailto:DOlney@benzieco.net)> wrote:

Mr. Oellerich:

I am copying Mitch Deisch, County Administrator, on this email chain.

Yes, I believe it needs to go before the BOC. The meetings for the BOC in February 9 and 23. The deadline for information to come before the board next week is today at 5:00p.m., so probably February 23 would be better. Deadline for that information to come to the board is February 17 @ 5:00 p.m.

Give my office a call and anyone can put you on the board agenda.

*Dawn Olney*

*Dawn Olney, CCO, MCCO*

*Benzie County Clerk*

*448 Court Place*

*Beulah, MI 49617*

*231-882-9671 Ext. 411*



**From:** David Oellerich <[deoellerich@gmail.com](mailto:deoellerich@gmail.com)>

**Sent:** Tuesday, February 2, 2021 2:47 PM

**To:** Dawn Olney <[DOlney@benzieco.net](mailto:DOlney@benzieco.net)>

**Subject:** Betsie Valley Trail Reconstruction Public Bid-Commissioners Approval

Hi Dawn: The Betsie Valley Trail Management Council is very near ready to go out for public bids for the reconstruction of the Crystal Lake segment of the trail. This work is to be funded by the MIDNR grant and funds from the Friends of the Betsie Valley Trail. I am assuming the bidding documents including contract will need to be approved by the County Commission before being made public. What is the process for getting this approval on the mid February agenda for the Commissioners meeting: Thanks, David

10:15

## CONTRACT DOCUMENTS

# BETSIE VALLEY TRAIL RECONSTRUCTION

Benzie County, Michigan



Prepared for:

Benzie County

In conjunction with

Betsie Valley Trail Management Council

Prepared by:

The Johnson Hill Land Ethics Studio  
412 Longshore Drive  
Ann Arbor, Michigan 48105  
(734) 668-7416

February, 2021

RECEIVED

FEB 03 2021

DAWN OLNEY  
BENZIE COUNTY CLERK  
BEULAH, MI 49617

# **BETSIE VALLEY TRAIL RECONSTRUCTION**

**Benzie County, Michigan**

## **SPECIFICATION INDEX**

### PART I - INSTRUCTIONS AND FORMS

Advertisement for Bids	AB.1 - AB.2
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Statement of Bidder's Qualifications	SBQ.1 - SBQ.2
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### PART II - GENERAL SPECIFICATIONS

General Conditions	GC.1 - GC.9
--------------------	-------------

### PART III - TECHNICAL SPECIFICATIONS

Aggregate Paving	Section 02511
Exterior Rough Carpentry	Section 061063
Pultruded Fiberglass Grating	Section 06610

# **PART I – INSTRUCTIONS AND FORMS**

## ADVERTISEMENT FOR BIDS

Benzie County (also referred to as the Owner) will receive sealed bids for the Betsie Valley Trail Reconstruction project until 4:30 p.m. Eastern Standard Time on **Date TBD, 2020**, at the Benzie County Treasurer's Office, 448 Court Place, Beulah, Michigan 49617. All proposals will be publicly opened and read aloud immediately following the receipt of the bids. Late bids will not be accepted.

Work of this contract includes provisions of all labor, materials, services and equipment necessary to complete the work indicated or specified which includes (but is not limited to) the following:

Existing trail removal, trail resurfacing, drainage crossing construction and minor grading.

Forms of contract documents, which must be used in submitting a Proposal, are available for electronic download through the Benzie County website ([www.benzieco.net](http://www.benzieco.net)) or at Bid Net Direct (MITN).

The sealed bid must contain the following fully filled out and completed:

1. The Proposal.
2. Proposed Project Schedule
3. Statement of Bidder's Qualifications.
4. Certificate of Insurance

All amounts and information requested in the Proposal Form shall be submitted at time of proposal submission, including total bid amount, unit prices, and subcontractor schedule as listed in the Proposal.

State or federal funds are being used to assist in construction and relevant State or federal requirements will apply.

Proposals shall be based on the Contractor providing equipment and materials as specified herein. Where a substitution is proposed, the substitution must be received by the Landscape Architect in sufficient time to allow investigation, and if accepted, to allow issuance of an addendum not less than five days prior to bid opening. Substitutions shall be entered in the bidding documents.

Where equipment manufacturers' names appear on the drawings or are entered in other sections of the specification, they are entered not only to indicate an acceptable manufacturer, but further to insure providing a certain quality, a feature, or other item of design not specifically mentioned in the detailed description in that section of the specifications. Whereas the specification may list additional manufacturers they are acceptable only if they meet the specification requirements.

Bidder's Certificate of Insurance shall be in accordance with "General Conditions" of the



Specifications. Both Benzie County and The Johnson Hill Land Ethics Studio, Inc. shall be named as additionally insured parties on Property Damage and Public Liability Insurance Policies.

The Owner reserves the right to reject any or all bids or to waive any informalities in the bidding.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

Date TBD, 2020

Benzie County  
Michelle Thompson, County Treasurer

## INSTRUCTIONS TO BIDDERS

### 1. BID FORMS

- A. All bids must be submitted on forms furnished by the Owner and shall be subject to all requirements of the Specifications and Drawings. Alternative proposals will not be considered.
- B. Bid Documents shall be sealed in an envelope which shall be clearly labeled with the words "Bid Documents", and show the project name, name of bidder, and date and time of opening.
- C. The undersigned further agrees that if awarded the Contract, they will commence work as stated in there submitted Proposed Project Schedule and fully complete all work by May 28, 2021.

### 2. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the Specifications and Drawings. Every request for an interpretation shall be made in writing and any inquiry received seven (7) or more days prior to the date fixed for opening bids will be given consideration. Interpretations will be in the form of addenda that will be on file in the office of the Benzie County Treasurer's office and the Johnson Hill Land Ethics Studio (Landscape Architect) at least five (5) days before bids are opened. In addition, addenda will be e-mailed to each bidder who provides contact information at the mandatory pre-bid conference, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

### 3. UNIT PRICES

The Contractor shall submit unit prices for all items listed. Unit prices shall include all overhead and profit.

### 4. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be kept unopened. No responsibility will be attached for the premature opening of a bid not properly addressed and identified.

### 5. OPENING OF BIDS

At the time and place fixed for the opening of bids, every bid received within the time fixed will be opened publicly and read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or represented.

### 6. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

7. AWARD OF CONTRACT/REJECTION OF BIDS

- A. The contract will be awarded to the bidder submitting the lowest responsible and responsive proposal complying with the conditions of the Invitations for Bids providing the bid is reasonable and is to the interest of the Owner to accept it. The Owner will conduct a bid review meeting with the initial low bidder and possibly other bidders to make a final determination of the lowest responsible and responsive proposal.

The bidder to whom the award is made will be notified at the earliest practicable date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.

- B. The Owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees.

8. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with all provisions of Executive Order 11246 as listed on page FC.3 of the Contract.

9. 1976 PA 453 AND 1976 PA 220 COMPLIANCE

The contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

10. PRE-BID CONFERENCE & INSPECTION OF SITE BY CONTRACTORS

Contractor will be required to attend a mandatory pre-bid conference. The pre-bid conference will be held at the intersection of Prospect Ave and S Benzie Blvd in Beulah, Michigan and commence at **Date & Time TBD**. Contractor is encouraged to make all prudent examinations and investigations necessary prior to the submitting of a proposal. No plea of ignorance of conditions that may exist, or of difficulties that may be encountered in the execution of the work under this Contract, as a result of the bidder's failure to make prudent examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of the Contract Documents, or will be accepted as a basis for a claim for extra compensation, damages, or for an extension of the time of completion.

11. PRE-CONSTRUCTION CONFERENCE

After the award of the contract and prior to the start of construction, the Contractor or his representative shall attend a pre-construction conference with representatives of the Owner and the Landscape Architect. The conference will serve to acquaint the participants with the general plan of contract administration, project schedule, and requirements under which the construction operation is to proceed.

12. MULTIPLE BIDS / COLLUSION

The submission of multiple bids by any contractor under the same or different names, and collusion among or between bidders is prohibited, and if determined by the Owner to exist, shall serve to disqualify any bidders involved from consideration as a contract recipient.

13. COMPLIANCE WITH LAWS AND ORDINANCES

All work and practices of the bidder/contractor during the performance of the work shall comply with all federal, state, county and local laws and ordinances.

14. REJECTION OF BIDS

The Owner reserves the right to reject any or all bids or negotiate individually with one or more bidders and thereafter select a contractor on the basis of all factors.

15. TIME OF STARTING AND TIME OF COMPLETION

All work is to be completed no later than May 28, 2021 and ready for final inspection by the Owner. The start date and duration of the work is to be set forth by the bidder in the Proposal.

All work is to follow the approved dates as defined in the Contractor's schedule as approved at the pre-construction conference unless otherwise altered and approved by the Owner and Contractor.

The Owner reserves the right to accept alternative start and completion dates if they are in the best interests of the Owner.

16. BID PERIOD QUESTIONS

Any/all questions or requests for clarification of these documents shall be submitted in writing to:

Tyler Sprague  
Johnson Hill Land Ethics Studio  
E-mail: [tsprague@jhle-studio.com](mailto:tsprague@jhle-studio.com)  
Phone: 616-889-1553

All requests must be received, in writing, no later than 5 days prior to the bid due date.



## PROPOSAL

To: Betsie Valley Trail Management Council  
Benzie County Treasurer's Office  
448 Court Place  
Beulah, Michigan 49617

Proposal For: Betsie Valley Trail Reconstruction

1. Pursuant to and in compliance with your Advertisement for Bids, Instructions to Bidders, Bid Conditions, Affirmative Action Requirements, General Conditions, Technical Specifications, Drawings dated 4/6/2020, and other documents related thereto, the undersigned, having become familiar with said documents and all local conditions affecting the cost of the work hereby proposes to furnish all labor, material, equipment and services to perform and fully complete all work required for the complete construction of the Betsie Valley Trail Reconstruction in strict compliance with the instructions and specifications contained in the aforementioned documents, including:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

issued thereto, for the sum of (BASE BID): \$ \_\_\_\_\_

(written form) \_\_\_\_\_

Said sums to be subject to all terms of the contract and to include all money allowances called for in the specifications applicable thereto.

The undersigned further agrees that if awarded the Contract, he will commence work after contract award and fully complete all work by May 28, 2021. If, due to circumstances beyond the contractor's control, this start and/or completion date cannot be met, please indicate alternative dates for the Owner's consideration \_\_\_\_\_ (start date); \_\_\_\_\_ (completion date). The Owner reserves the right to accept an alternative completion date if it is the best interests of the Owner.

2. The Undersigned affirms that the proposal is based upon the materials and construction, equipment, etc., named or described as standard in the specifications.
3. The undersigned certifies that he has attended the mandatory pre-bid conference on \_\_\_\_\_ (insert date) and has made all prudent examinations and investigations necessary. The undersigned further agrees that no plea of ignorance of conditions that may exist, or of difficulties that may be encountered in the execution of the work, will be entered as an excuse for any failure to fulfill in every detail all requirements of the Contract Documents, or will be presented as a basis for a claim for extra compensation, damages, or for an extension of the time of completion.



#### 4. UNIT PRICES

Provide prices for all items listed below. All unit prices to be completely installed items. These unit prices will be used by the Owner for increasing or decreasing the scope of work.

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
<b>1.0</b>	<b>MOBILIZATION</b>				
1.1	Mobilization/General Conditions	1	LS	_____	_____
<b>2.0</b>	<b>DRAINAGE</b>				
2.1	Drainage Crossings	9	EA	_____	_____
<i>2.1.A</i>	<i>Alternate No. 1 (See Section 5)</i>	<i>9</i>	<i>EA</i>	_____	_____
<b>3.0</b>	<b>SECTION 'A'</b>				
3.1	Light Scraping/Minor Material Removal	1,430	LF	_____	_____
3.2	Install 3" Aggregate Surface Course	186	TONS	_____	_____
<i>3.2.A</i>	<i>Alternate No. 2 (See Section 5)</i>	<i>186</i>	<i>TONS</i>	_____	_____
3.3	Shoulder Restoration	1,430	LF	_____	_____
<b>4.0</b>	<b>SECTION 'B'</b>				
4.1	Remove Average 3" Unsatisfactory Material	455	LF	_____	_____
4.2	Install Average 3" 21AA Base Material	63	TONS	_____	_____
<i>4.2.A</i>	<i>Alternate No.3 (See Section 5)</i>	<i>63</i>	<i>TONS</i>	_____	_____
4.3	Install 3" Aggregate Surface Course	59	TONS	_____	_____
<i>4.3.A</i>	<i>Alternate No. 2 (See Section 5)</i>	<i>59</i>	<i>TONS</i>	_____	_____
4.4	Shoulder Restoration	455	LF	_____	_____
<b>5.0</b>	<b>SECTION 'C'</b>				
5.1	Light Scraping/Minor Material Removal	570	LF	_____	_____
5.2	Install 3" Aggregate Surface Course	74	TONS	_____	_____
<i>5.2.A</i>	<i>Alternate No. 2 (See Section 5)</i>	<i>74</i>	<i>TONS</i>	_____	_____
5.3	Shoulder Restoration	570	LF	_____	_____

<b>6.0</b>	<b>SECTION 'D'</b>				
	Remove Average 3" Unsatisfactory Material	4,645	LF	_____	_____
6.1					
6.2	Regrade Area Between Road and Trail	24	LF	_____	_____
6.3	Install Average 3" 21AA Base Material	639	TONS	_____	_____
6.3.A	<i>Alternate No. 3 (See Section 5)</i>	<i>639</i>	<i>TONS</i>	_____	_____
6.4	Install 3" Aggregate Surface Course	603	TONS	_____	_____
6.4.A	<i>Alternate No. 2 (See Section 5)</i>	<i>603</i>	<i>TONS</i>	_____	_____
6.5	Shoulder Restoration	4,645	LF	_____	_____
<b>7.0</b>	<b>SECTION 'E'</b>				
7.1	Light Scraping/Minor Material Removal	800	LF	_____	_____
7.2	Remove Gravel Washout	126	LF	_____	_____
7.3	Install 3" Aggregate Surface Course	145	TONS	_____	_____
7.3.A	<i>Alternate No. 2 (See Section 5)</i>	<i>145</i>	<i>TONS</i>	_____	_____
7.4	Shoulder Restoration	800	LF	_____	_____

**TOTAL BASE BID\*:**

\_\_\_\_\_ (insert total amount here and on Pg. P.1\*)

**\*Alternates shall not be included in the base bid total above.**

5. ALTERNATES

*Alternate No. 1*

Bidder shall substitute the specified T3320 Safe-T-Span grating for HI3720 High Load Capacity Grating by Fibergrate Inc.

*Alternate No. 2*

Bidder shall substitute the specified MDOT Aggregate Surface Course, Modified for MDOT 25A, Special aggregate surfacing.

*Alternate No. 3*

Bidder shall substitute the specified MDOT 21AA aggregate base for MDOT 25A, Special aggregate base.

6. SUBCONTRACTORS

A complete list of all Subcontractors proposed for any portion of the work must be listed below. Subcontracted work shall be awarded only to those Subcontractors found satisfactory by the Owner and the Landscape Architect.

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7. BIDDER'S EXAMINATION AND UNDERSTANDING

The undersigned certifies that the Contract Documents, together with any and all Addenda issued, have been carefully examined and the site of the work is understood, and that at no time will misunderstanding of the Contract Documents be pleaded.

8. STARTING AND COMPLETING WORK

The undersigned declares that if awarded the Contract he is prepared to and will start work and complete the entire project in accordance with the provisions set forth under this proposal.

9. REJECTION OF BIDS

In submitting this proposal, it is understood that the right is reserved by the Owner to accept or reject any or all proposals and to waive informalities in the bidding. If written notice of acceptance of the proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.

10. EQUAL OPPORTUNITY CLAUSE

The Bidder represents that he ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246 of the Secretary of Labor; that he ( ) has, ( ) has not filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

11. SOIL EROSION AND SEDIMENTATION CONTROL PUBLIC ACT 347 OF 1972

The undersigned agrees to comply with all provisions of Public Act 347. Enforcement shall be by local authorities.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The undersigned also agrees that all phases of construction and all related work hereby contemplated are to be governed, at all times, by applicable provisions of the federal law(s), including, but not limited to, the latest amendments of the following:

- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
- B. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- C. Part 1518 - Safety and Health Regulations for construction, Chapter XIII of Title 29, Code of Federal Regulations.

13. PUBLIC ACT NO. 524

The undersigned acknowledges that any contract awarded will be subject to Public Act No. 524 of 1980, as amended, which requires provisions for progress, payments, retainage and dispute resolution, and that the Landscape Architect will be designated as the agent to decide disputes.

14. NAME, ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER

This Proposal is submitted in the name of:

\_\_\_\_\_  
(Print full legal name of Bidder)

The undersigned hereby designates below his business address to which all notices, directions or other communications must be served:

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

ZIP Code \_\_\_\_\_ Telephone Number \_\_\_\_\_

Social Security or Federal Identification No. \_\_\_\_\_

The undersigned hereby declares that he has the legal status checked below:

( ) INDIVIDUAL

( ) DOING BUSINESS UNDER AN ASSUMED NAME WHICH IS registered with the County Clerk of the County of \_\_\_\_\_, Michigan.

( ) CO-PARTNERSHIP, which is registered with the County Clerk of the County of \_\_\_\_\_, Michigan.

( ) CORPORATION incorporated under the laws of the State of \_\_\_\_\_.

If other than Michigan corporation, now licensed to do business in Michigan?

( ) YES ( ) NO

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(print name of signer)

\_\_\_\_\_  
(Title)

15. List three (3) similar projects completed by the Bidder with reference name and contact information.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder \_\_\_\_\_
2. Present Business Address  
\_\_\_\_\_  
\_\_\_\_\_
3. Address of Business in last two (2) successive years:  
\_\_\_\_\_  
\_\_\_\_\_
4. When Organized \_\_\_\_\_
5. Where Incorporated \_\_\_\_\_
6. How many years have you been engaged in the contracting business under your present firm or trading name? \_\_\_\_\_
7. Copy of State of Michigan License (ATTACH)
8. Copy of Michigan Department of Transportation Prequalification Verification letter (ATTACH)
9. Credit available for this contract: \$ \_\_\_\_\_ (ATTACH LETTER)
10. Contracts now on hand, gross amount: \$ \_\_\_\_\_
11. Personnel of organization, names of the principal owners of the business, number of employees  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Have you ever defaulted on a contract? \_\_\_\_\_

13. Provide a listing of equipment employees and/or subcontractors propose to use in performing the work.
14. The undersigned certifies that their name does not appear on the current register compiled by the State of Michigan, Department of Labor, pursuant to Public Act No. 278 of 1980, as amended, being MCLA 423.321-324.
15. Will you, upon request, furnish any other information that is pertinent to the execution of this bid that the Owner may request? \_\_\_\_\_
16. The undersigned hereby authorizes and requests any person to furnish information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes

and says that he is \_\_\_\_\_ of \_\_\_\_\_,  
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SWORN TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_  
by and between \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_, a partnership consisting  
of

\_\_\_\_\_  
an individual trading as \_\_\_\_\_,

hereinafter called the "Contractor" and Betsie Valley Trail Management Council, hereinafter called  
the "Owner".

1. WITNESSETH, That the Contractor and the Owner for the consideration stated  
herein mutually agree as follows:

A. Statement of Work

The Contractor shall furnish all the required labor, materials and necessary  
equipment for The Betsie Valley Trail Reconstruction Project located in  
Beulah, Michigan all in strict accordance with the drawings, specifications  
and Contract Documents.

B. The Contract Price

The Owner shall pay the Contractor for the performance of the Contract, in  
current funds, subject to additions and deductions as provided in the

specifications, the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)

C. Contract Documents

The Contract shall consist of the following component parts:

- 1) This Instrument
- 2) Invitation to Bids
- 3) Proposal
- 4) Instructions to Bidders
- 5) General Conditions
- 6) Drawings and Technical Specifications
- 7) Project Schedule

2. INTERPRETATION OF SPECIFICATIONS AND INSPECTIONS:

Should any dispute arise respecting the true meaning of the specifications, in any point, the decision of the Owner shall be final and conclusive upon the parties hereto. The said Contractor shall at all times render all facilities and kindly assistance to the Owner and to the inspectors appointed by the Owner for the inspection of any and all material and kind and quality of workmanship used and employed during the construction of the entire work aforesaid. The provisions for inspection herein contained shall be in addition to those contained in the specifications.

3. INDEMNITY:

The Contractor hereby expressly binds himself and his heirs, executors, and assigns, to indemnify and save harmless the Owner and Owner's Agents from any and all liability, charges (including attorney fees and costs), claims, suits, and actions of every name and description for and on account of any injuries or damages received or sustained by any party or parties, either in person or in property, by, from, or through said Contractor, his servants, agents, or employees during the continuance and progress of the said work and to and unto the full completion and acceptance of the same by the said Owner and the said Contractor does hereby agree to indemnify and save harmless the said Owner from any and all losses, damages, suits, judgments, or attorney fees and costs, which shall or may come to the said Contractor, his servants, agents, or employees, during the progress of said work.

4. CONTINGENCIES:

Changes in the plans of the work or additions or deletions to plans or the specifications or otherwise due to unexpected conditions or contingencies shall be made, performed, and compensated for in accord with Paragraph 5 in the General Conditions, entitled "Changes in the Work."

5. TIME FOR PERFORMANCES:

The Contractor covenants and agrees that the work herein agreed to be performed shall be commenced within five (5) days of the date stipulated in this Contract and that the said work shall be carried on with dispatch, time being of the essence of the agreement, and in such a manner as to be fully and completely performed on or before the time stipulated therefore in the proposal.

6. DETERMINATION OF QUANTITIES:

It is further agreed, that all estimates and measurements of quantities shall be made by the Contractor and confirmed by the Owner and that this determination shall be final and conclusive between the parties.

Nothing in this agreement contained shall be so construed as to deprive the said Owner of any remedy or defense it may have under this agreement for violation of any of the terms or conditions of this agreement.

7. POWER TO TERMINATE CONTRACT:

If the Contractor defaults in the due performance of the contract or fails to perform any or all of the conditions thereof, or fails to duly proceed with the performance of the work, and the Owner shall give written notice of such delay, neglect, or default to the Contractor, specifying the same, and if the said Contractor shall not for a period of five (5) days after such notice proceed to remedy his said delay, neglect, or default, then the Owner shall have full power and authority to terminate the contract by written notice delivered to the said Contractor and thereupon all sums of money which may be due the Contractor, together with all materials, goods, chattels, and effects then lying in, on, or about the premises, whereon said work is located, shall become forfeited to the Owner and may be employed or sold and disposed of as directed by the Owner and shall have full power and authority to employ any person or persons to complete the work or any part thereof, or to enter into any new contract or contracts for the completion of the same or any part thereof, without prejudice, however, to any remedy which first party may have against the Contractor for breach of contract.

8. EQUAL OPPORTUNITY PROVISIONS

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, as follows:

- A. The contractor will not discriminate against any employee or applicant because of race, religion, color, sex, or national origin. The Contractor will take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order



No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraph "A" through "G" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. ANTI-KICKBACK PROVISION:

The Owner will comply with all provisions of the Copeland Anti-Kickback Act (Title 18, U.S.C., June 25, 1948) including: Section 874, Kickbacks from Public Employees: "Whoever, by force, intimidation, or threat or procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

10. ACCEPTANCE OF WORK

Acceptance of said work as completed shall be by the Owner or their authorized representative. The acceptance will be in the form of a certificate of completion.

IN WITNESS WHEREOF, Owner and the Contractor by and through their duly authorized officers and representatives, have executed this Contract as of the date first above written.

SIGNATURES FOR BIDDER:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(OWNER)

By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

## **PART II – GENERAL CONDITIONS**

## GENERAL CONDITIONS

### 1. DEFINITION OF TERMS

Whenever, in these specifications, the term "The Johnson Hill Land Ethics Studio" or "Owner" is used, it shall be deemed to mean the Betsie Valley Trail Management Council or its authorized representative.

Whenever, in these specifications, the term "Landscape Architect" is used, it shall be taken to mean The Johnson Hill Land Ethics Studio or its authorized representative.

### 2. LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all ordinances of the State and local authorities with jurisdiction respecting and regulating public improvements.

### 3. PLANS

The location of the proposed improvements and the character, form, and dimensions of the same are shown forth by a set of drawings. Where figures are given on these drawings, they shall have precedence over dimensions taken by scale.

### 4. PLANS AND SPECIFICATIONS COOPERATIVE

The plans and these specifications are intended to be cooperative. They shall be construed as supplementary each to the other and any work called for on the plans and not particularly mentioned in the specifications, or described in the specifications and not shown on the plans, is to be regarded as included under this contract the same as if set forth in the specifications and exhibited on the plans.

Where detailed specification provisions are in conflict with statements to follow provisions of a manufacturer's specification or manufacturers furnished instructions, the Contractor shall notify the Landscape Architect in writing. The Landscape Architect shall determine which provisions take precedence, unless resolution of the conflict is therein specified.

### 5. CHANGES IN THE WORK

The Owner may make changes in the work of the Contractor by making alterations therein, or by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the Contractor from any guaranty given by him pursuant to the Contract provisions. All such work shall be executed under the conditions of the Contract.

Except in an emergency endangering life or property, the Contractor shall make no change unless he has received a prior written order from the Owner, countersigned by the Landscape Architect, authorizing the change. Any change in the work shall be ordered and the adjustment of the contract price or time shall be determined by issuance of a Change Order providing for an agreed lump sum adjustment.

For each Change Order issued, the Contractor shall furnish an itemized bona fide, written proposal in multiple-copy form and with such supporting papers as the Landscape Architect may require.

For any item involved in a change for which a unit price (including all items of cost, and overhead and profit) has been duly established, either as provided in the contract or by subsequent agreement, the change in contract price shall be determined by applying the unit price to the net quantity of the item involved without further allowance for overhead and profit.

No work other than that to be paid for at the prices named in the contract shall be done by the Contractor except upon a written order from the Landscape Architect and the Owner, which order shall describe the work to be done. In the absence of such written order from the Owner, the Contractor will not be entitled to payment for any such additional or extra work. All claims for extra work must be presented for payment as soon as practical after such work is done. The Owner must approve payment of such claims for extra work.

6. FIELD OBSERVATION

The Landscape Architect and the Owner may provide for the observation of any work done under the contract. The Landscape Architect and the Owner shall have free access to all parts of the work. No work shall be covered or concealed until it has been examined by the Landscape Architect and the Owner. The Contractor shall furnish all information relating to the work, and the materials therefore, which the Landscape Architect and the Owner may deem necessary or pertinent.

The Contractor shall cooperate in setting and preserving stakes, benchmarks, and in all other things that are necessary to satisfactorily complete the work. The Landscape Architect and the Owner shall have authority to reject and to suspend any work that is being improperly done in the opinion of the Landscape Architect and the Owner.

7. OBLIGATIONS OF THE CONTRACTOR

The observation or lack of observation of any work pertaining to this contract shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good notwithstanding that such work has been previously overlooked by the Landscape Architect and the Owner and accepted or estimated for payment or paid for. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Landscape Architect and the Owner.

8. DECISION OF THE OWNER

The judgment and the decision of the Owner as to whether the work done under this contract comply with the requirements of these specifications, and the intent of this project, shall be conclusive and final. All improper or defective work must be corrected, as to comply with these specifications and subject to the approval of the Owner.

9. NO CHARGE FOR HINDRANCE OR DELAYS

The Contractor shall make no claim or charge against the Owner or any agent thereof for any hindrances or delays from any cause whatsoever during the progress of the work embraced in this contract.

10. COOPERATION OF THE CONTRACTOR

The Contractor shall have at all times copies of the plans and specifications on the work and shall furnish each foreman and require him to have with him on the work, a copy of that part



of the plans and specifications which appertain to the work he is directing. The Contractor or an authorized representative shall be on the work at all times when construction is in progress. His name and address shall be on file with the Owner and he shall be available for call at any time.

11. STORAGE OF MATERIAL AND SUPPLIES

Material and supplies may, if necessary, be stored on the site within the trail right of way or where deemed appropriate by owner, but drainage must be provided. Any damage to property by reason of such storing of material must be repaired by the Contractor or at his expense. The Contractor must not (except after consent from the proper parties) enter or occupy with men, tools, or material, any land outside the property of the Owner.

12. OWNER NOT RESPONSIBLE FOR

Owner will not be responsible for any supplies, material, tools, or machinery, or for any finished or unfinished work done under these specifications which may be destroyed by any cause or agency prior to the completion of any acceptance of work.

13. LIABILITY FOR DAMAGES

The Contractor shall put up and maintain such barriers or lights or both as will effectual prevent any accident in consequence of his work, and shall take all the other necessary and proper precautions against causing damage to persons or property. He shall be liable for all damages of every nature occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees, or workmen, and shall reimburse the Owner for all damages, losses, and costs suffered by it by reason of such acts or neglects.

14. DAMAGES AND RESTORATION OF PROPERTY

The Contractor shall alone be held responsible for all injuries to persons, and for all damages to the property of the Owner or others, caused by or resulting from the negligence of himself, his employees or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured property, including sidewalks, curbing, sodding, pipes, conduits, sewers, and other public or private property to a condition as good as it was when he entered on the work.

15. OMISSION OR MISTAKE OF CONTRACTOR

The Contractor shall pay to the Owner all expenses, losses, and damages, as determined by the Owner, incurred in consequence of any defect, omission, or mistake of the Contractor or his employees.

16. USE OF COMPLETED PORTIONS OF WORK

The use of any portion of any work done under the terms of this contract shall not be construed as an acceptance of such work. Where thus directed for use by the Owner, the Contractor shall not be held responsible for injuries to the work caused by such use.

17. INSURANCE

Proof that the firm is an equal opportunity employer and possesses professional liability insurance, workers compensation, and no-fault vehicle insurance as according to the

following requirements:

- a. Workers Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations Liability with limits of liability not less than \$1,000,000; (c) Independent Contractors Coverage; (d) Broad Form General Liability Extensions or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- c. Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured: "Benzie County, all elected and appointed officials, all employees, and volunteers, all boards, commission and/or authorities and board members, including employees, agents and volunteers thereof, and the Johnson Hill Land Ethics Studio"

18. DISORDERLY EMPLOYEES

Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work site. Foremen and workmen who neglect or refuse to comply with the instructions of the Owner in regard to conduct, shall at the Owner's request, be promptly discharged, and shall not thereafter be reemployed on this project, without the Owner's consent. The Contractor shall not permit nor suffer the introduction or use of intoxicating liquor or other drugs upon or about the work embraced in this contract.

19. CONTRACTOR TO GIVE NOTICE

The Contractor shall give the Owner at least three (3) days notice before commencing work on any contract.

20. PROTECTION OF MONUMENTS, BENCH MARKS, AND STAKES

The Contractor must carefully protect from disturbance or injury all municipal monuments, stakes, and bench marks, and shall not excavate nearer than three (3) feet to any of them without the permission of the Owner or until they have been removed, witnessed, or otherwise disposed of by the Owner.

21. CLEANING UP

Upon the completion of the principal work and as an unbroken continuance of work, the Contractor shall clean up and leave in neat condition all the premises that he has occupied during the construction period. He shall remove from the premises all surplus earth, debris, and rubbish, and all unused materials, together with all tools and equipment. Such cleaning up must be completed within ten (10) days after the principal work has been completed.

22. INCIDENTALS

All the work to be done by the Contractor for which specific unit prices are not named by the contract, as well as any minor details of work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work, shall be considered as incidental and as being a part of and included in the work for which prices are named in the contract. The Contractor will not be entitled to any extra or additional compensation thereof.

23. MANNER OF PAYMENT

The Contractor shall submit each month, or at longer intervals if desired by the Contractor, an invoice covering work previously performed for which the Contractor believes payment is due under this contract. Progress payments shall be made to the Contractor for actual quantities of completed work. No payment shall be made for material stored on site. Such payments shall be based upon the estimate of the Contractor and shall be approved by the Owner in the amount of the apparently acceptable work completed within the payment period.

All partial and final payment requests shall be submitted in duplicate on AIA Documents G702 and G703, Application and Certificate for Payment, and shall completely describe and account for all items in accordance with the provisions of the forms. No other forms of payment requests will be accepted.

A retainer of 10% of the value of the work in place shall be withheld from the first 50% of the contract. No retainer shall be withheld on the second 50% of the contract unless it is determined that the Contractor is not making satisfactory progress, or for "other specific causes relating to the Contractor's performance under the contract." If it is so determined, then 10% of the value of the work in place for the second 50% of the contract shall be withheld.

On all contracts valued at \$30,000 or more or which have more than three (3) progress payments, the retained funds will be paid to the Contractor with the final progress payment. Upon completion of 94% of the contract, the Contractor may request the payment of the retained amount by providing an irrevocable letter of credit in the amount of the total retainer, which is issued by a bank authorized to do business in this state, containing terms mutually acceptable to the Contractor and the Owner.

On all contracts that include the installation of plant material, the previously mentioned "other specific causes relating to the Contractor's performance under the contract" shall be deemed to include the need by the Owner to monitor the survival of the plant material. Therefore, a total of 10% of the value of the planting portion of the contract shall be retained for a period of one year per the terms listed above.

The Owner shall make the final certificate for payment within thirty (30) days after the completion and acceptance of all work. Labor, materials and other things to be done or furnished by the Contractor hereunder, and payment shall not be due and payable to the Contractor, until he has complied with all the provisions hereof, and has discharged all debts, liens, obligations, claims and charges against said work or him arising out of said work, and made proof thereof satisfactory to the Owner. Before a final payment will be made, the Contractor shall submit the following to the Owner:

- A. A sworn statement certifying all bills for labor and materials have been paid.

- B. A sworn statement waiving any further claim (other than the final payment) by the Contractor against the Owner.

All payment shall take due account of additions to or deductions from the Contract price as herein provided. The acceptance by the Contractor of the proffered final payment shall operate as a release to the Owner and every agent thereof from all claims and liability to the Contractor for anything done or furnished for, or relating to or affecting the work. Furthermore, said acceptance by the Contractor shall be conclusive evidence of his acceptance and approval of estimates, accounting and deductions, and full payment by the Owner of all work, labor, materials and services done or furnished hereunder, and of full satisfaction, discharge, release and waiver of all claims and demands of or on behalf of the Contractor against the Owner arising out of this agreement and execution thereof. At the option of the Owner, the Owner may invoke the dispute resolution provisions of Section 4 of 1980 PA 524, MCLA 125-1564.

24. FAILURE TO COMPLETE IN SPECIFIED TIME

The Contractor shall commence work within the number of days specified in the proposal for commencement of work, at such points as the Owner may approve and shall thereafter continue it at such points and in such order or precedence as the Owner may from time to time approve.

The Owner may extend, in writing, the time for the commencement of the work when required due to unexpected or unnatural conditions.

The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this contract or before the date stated in the proposal.

In the case the Contractor fails to satisfactorily complete the entire work contemplated and provided for under this contract, on or before the date stated in the proposal, the Owner may deduct from the payment due to the Contractor the sum of Three Hundred Dollars (\$300.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of delay, to be paid in full and subject to no deduction. If the payments due to the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor, and in case said damages shall exceed the amount of all monies due or to become due the Contractor, then the Contractor or his surety shall pay the balance to the Owner.

The time in which this contract is to be performed and the work is to be completed is of the essence of this agreement.

25. ABANDONMENT OF CONTRACT

If the work to be done under this contract shall be abandoned or if this contract or any part thereof shall be sublet without the previous written consent of the Owner or if at any time the Owner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this contract, the Owner may notify the Contractor in writing to discontinue all work or any part thereof as the Owner may designate and the Owner may thereupon, by contract or otherwise, as they may determine, complete the work, or such part thereof.

26. QUALIFICATIONS OF EMPLOYMENT

The Contractor shall employ competent laborers and mechanics for the work under this contract.

27. BENCHMARKS AND REFERENCE POINTS

The Contractor shall establish and maintain grades, benchmarks, and other significant reference lines or points necessary to complete the work.

28. EXISTING UTILITIES

Existing utilities whether or not they are shown on the drawings shall be protected from damage.

29. AGGREGATE COST NOT TO BE INCREASED

Any changes in the plans, specifications, character of materials used, or method of doing the work, that may increase the aggregate cost of the work may be authorized and validated only by a formal supplemental contract regularly executed by all of the parties of the original contract.

30. SURVEYS

The Owner will make available all boundary information that is presently on file. All lines and levels necessary to the location and erection of the work under this contract shall be established and maintained by a competent surveyor employed by this Contractor.

31. PERMITS

Contractor is responsible for the procurement and payment for all permits and licenses necessary for the complete prosecution of the work. Required inspections for all permits will be arranged by the Contractor.

32. COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

A notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or deposited in the United States mail in a sealed, postage-paid envelope.

33. CHANGE OF CONTRACT

The Owner reserves the right to reduce or increase the amount of the contract work. All change orders shall be based on the unit prices established in the proposal at the time of bidding and shall not be valid unless signed by the Owner and Landscape Architect.

34. BID PRICE

The total bid price is based on the scope of work as indicated on the drawings, and in the specifications and includes all separate prices and unit prices.



35. PROTECTION

Portions of the project area may continue in use by the public during the course of the construction operation and therefore requires special user protection at all excavation and other hazardous areas at all times.

Provide and erect all required fences, barricades and other safety precautions in accordance with local, state and federal codes.

Remove all protection devices and guards when work is completed and restore all disturbed or damaged areas that result from this work.

36. INSPECTION OF SITE BY CONTRACTORS

No plea of ignorance of conditions that may exist, or of difficulties that may be encountered in the execution of the work under this Contract, as a result of the bidder's failure to make prudent examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of the Contract Documents, or will be accepted as a basis for a claim for extra compensation, damages, or for an extension of the time of completion.

The submission of a proposal shall, in itself, be conclusive evidence that the bidder has made all examinations he deemed necessary to properly prepare a proposal, meeting all the contract requirements.

37. DEBRIS REMOVAL

The Contractor must remove and dispose from site to legal dump area all debris caused by his work. Debris must be removed from the project site each day.

38. WORK & PAYMENT SCHEDULING CONFERENCE AND WORK PLAN

Immediately after execution of the Contract but prior to the start of work, the Owner shall convene a Work Scheduling Conference. The Contractor shall present to the Owner and Landscape Architect his proposed work and employment sequence for accomplishing the work of the Contract. If requested by the Owner, this work schedule shall be presented with appropriate graphic materials.

Schedules shall identify all tasks to be performed, inter- relationships between tasks and designate the time period that each task is to be performed beginning with the date Notice to Proceed is issued.

Three copies of all materials presented at the meeting shall be submitted to the Owner for review and approval. The Contractor shall be responsible for work performance in accordance with the approved work schedule and shall continually update the schedule and perform in accordance therewith so that work shall be completed in the time specified in the Contract Documents at no additional cost to the Owner.

The Owner's approval of the Contractors work and payment schedule does not relieve the Contractor of any of the responsibilities otherwise designated to him under this Contract.

39. PRE-PERFORMANCE CONFERENCE

Prior to the start of work, the Owner shall call a conference at a location designated at that time for the purpose of discussing all working conditions pertaining to the Contract. The conference shall be attended by the Contractor and his foreman who will be on the job daily to supervise the work and handle any items which may arise that need immediate decisions. Representatives of the Owner will be present. This conference may be scheduled to coincide with the work and payment scheduling conference.

40. SCHEDULING AND USE OF PREMISES

The Owner shall approve sequence of construction. Where directed, the Contractor shall perform a complete sample installation for each type of work. These sample installations shall set the minimum standards of quality for work in compliance with the Construction Contract Documents. The Contractor shall not proceed with other installations of the same type of work until approval in writing of sample installation by Landscape Architect and Owner has been received.

Approval of sample installation does not indicate acceptance of all remaining work.

The Owner will designate a staging area for construction equipment. It is understood that the Contractor shall supply his own utilities and security for this area.

The Contractor must maintain safe ingress and egress for users of the adjacent park areas during construction.

41. TESTING

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the Landscape Architect timely notice of its readiness so the Landscape Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approval.

If the Landscape Architect determines that any work requires special inspection, testing, or approval, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing, or approval, and the Contractor shall give notice. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Landscape Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Landscape Architect.

If the Landscape Architect is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

## **PART III – TECHNICAL SPECIFICATIONS**

## SECTION 02511 – AGGREGATE PAVING

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Aggregate Pavement Materials and Installation

#### 1.02 REFERENCES

- A. ASTM - American Society for Testing and Materials:
  - 1. Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort, ASTM D 1557-91
- B. MDOT - Michigan Department of Transportation, "Standard Specifications for Construction", current edition
- C. MDOT Special Provision for Aggregate Surface Course Modified.

#### 1.03 DEFINITIONS

- A. Subgrade: The soil surface on which aggregate pavement is placed.
- B. Aggregate Pavement: Aggregate path material.
- C. Finished Grades: The required final grade elevations of aggregate pavement indicated on the Grading Drawings.
- D. Acceptance: Wherever the terms "acceptance" or "accepted" are used herein, they mean acceptance of Landscape Architect in writing.

#### 1.04 SUBMITTALS

- A. Samples:
  - 1. Aggregate Surface Course Material: 2 pound plastic bag

#### 1.05 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Regulatory Requirements: Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work.
- B. Delivery, Storage and Handling:
  - 1. Aggregate materials shall be delivered to the site in a thoroughly blended condition and handled in such a manner as to minimize separation and avoid mixing of underlying material with the aggregate.

C. Material Testing

1. All material testing described in this section will be the responsibility of the Contractor unless otherwise indicated.

PART 2 PRODUCTS

2.01 MATERIALS

A. Aggregate Surface Course Material:

1. Aggregate Surface Course material shall be in accordance with MDOT Special Provision for Aggregate Surface Course, Modified.
2. Provide aggregate with a maximum loss of 50 percent Los Angeles Abrasion (MTM 102).
3. Provide 100 percent crushed natural aggregate in accordance with the following table:

Crushed Aggregate	Sieve Analysis – Total Percent Passing							Loss by Washing
	3/8 Inch	#4	#8	#16	#30	#50	#100	#200
Aggregate Surface Course	100	65-99	40-75	30-45	18-30	12-25	8-20	5-20

B. Aggregate Base Material:

1. Crushed limestone graded to conform to MDOT Specification 8.02 for 21AA aggregates.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Subgrade: Review subgrade to verify that it has been graded to the correct grades as required for correct installation of the aggregate pavement.
- B. Verification of Conditions: Examine site and verify that conditions are suitable to receive work and that no defects or errors are present which would cause defective installation of products or cause latent defects in workmanship and function.
- C. Unsuitable conditions: Before proceeding with work, notify Owner and Landscape Architect in writing of all unsuitable conditions and conflicts.

3.02 PREPARATION

A. Protection of Existing Conditions:

1. General: Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, irrigation systems, plant materials and paving on or adjacent to the site of the work.
2. Barriers: Provide barricades, fences or other barriers as necessary to protect existing conditions to remain from damage during construction.



3. Operations: Do not store materials or equipment, permit burning, or operate or park equipment under the branches of existing plants to remain.
  4. Notification of Damages: Submit written notification of all conditions damaged during construction to the Owner and Landscape Architect immediately.
  5. Determination of Damage: Landscape Architect will determine the extent of damage and value of damaged.
- B. Finish Grading of Subgrade:
1. General: Grade subgrade with uniform slope between points where elevations are given.
  2. Equipment: Use equipment of proper size and appropriate type to achieve grades required.
  3. Subgrade Tolerance: Grade subgrade to within 3/4 inch of finish grade minus aggregate pavement thickness.
  4. Depressions and Loose Material: Fill and compact any depressions, and remove all loose material to finish true to line and grade, presenting a smooth, compacted, and unyielding surface.
  5. Compaction: Compact subgrade to a minimum 95 percent relative compaction as determined by ASTM D 1557-91.
  6. Cleaning of Subgrade: Remove all debris, loose dirt and other extraneous materials before installing aggregate pavement material.

### 3.03 SURVEY REQUIREMENTS

- A. Lines and Levels: Establish lines and levels, locate and lay out by instrumentation and similar appropriate means for all aggregate pavement finish grades.
- B. Staking: Provide a sufficient quantity of grade stakes as required to provide aggregate pavement with smooth finish grades and positive drainage.

### 3.04 AGGREGATE PAVEMENT INSTALLATION

- A. Equipment:
1. Place aggregate materials with equipment of adequate size and appropriate type to achieve timely placement of aggregate without damage to the subgrade or adjacent conditions.
  2. Placing of the aggregate materials shall be by means of a moving vehicle equipped with spreader box, mechanical spreader, or other approved equipment capable of laying the courses so that the finished layer will be of the proper gradation and thickness.
  3. If hauling equipment should cause ruts in subgrade, equipment will not be permitted on subgrade but shall be operated on aggregate surface behind spreader.
- B. Depth: Place material in one uniform layer to such a depth that, when graded and compacted, it will have a final thickness as shown in the typical section on the Plans.
- C. Aggregate Base:
1. Prepare specified grade to a tolerance of 3/4 inch. Maintain the base in a smooth and compacted condition until the surface course has been placed. Repair any rutting or other disturbance prior to placing the surface course.
- D. Surface:
1. Spread uniformly and then shape with an approved road maintainer or grader until the surface is free from waves and irregularities.

2. The surface shall not show any deviations in excess of one-half inch (1/2") in any direction when tested with a 10' straight edge.
  3. surface dimensions shall be as indicated on plans.
- E. Compaction:
1. Compact in accordance with the *Density Testing and Inspection Manual*. Compact aggregate surface course/aggregate base course to at least 98 percent of the maximum unit weight or as directed by Landscape Architect.
  2. Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections at the following frequency:
    - a. Minimum 1 test per every 500 linear feet of trail construction.
    - b. Minimum 2 tests per every section of trail construction, regardless of length.
  3. Compact areas not accessible to rollers by mechanical or hand tampers.
  4. All rolling equipment shall be tandem, steel-wheeled rollers weighing less than 3 tons. Alternative rolling equipment may be approved by Landscape Architect and/or Owner.
  5. Shaping alternating with rolling shall be continued until the limestone is properly compacted.
- F. Water: Water may be required to properly shape the base, compact and maintain aggregate surface during construction of the project. Water shall be applied by the use of approved sprinkler equipment.

### 3.05 MAINTENANCE DURING CONSTRUCTION

- A. Condition: Maintain completed surface in a smooth, compacted condition, substantially true to line, grade and cross-section until accepted.
- B. Reshaping: Application of water may be required to facilitate reshaping compacted surface prior to acceptance.

### 3.06 FIELD QUALITY CONTROL

- A. Interim Field Observation Reviews by Landscape Architect: Coordinate and schedule with Landscape Architect.

## PART 4 MEASURE AND PAYMENT

### 4.01 PAY ITEMS

- A. All items or types of work specified in this section shall be measured and paid for in the units stipulated in the proposal.
- B. Pay weight shall be measured according to section 109 of the MDOT Standard Specifications for Construction. Material will be measured by the scale weight, including additives, at a moisture content no greater than 6 percent. The contractor shall be responsible for providing copies of all trucking tickets indicating scale weight to Landscape Architect/Owner.

- C. The unit price for this item shall include all labor, material and equipment costs associated with the installation of all aggregate surfacing as specified in this detailed specification. Any work described in this section that is not explicitly called out in the Proposal will be considered to be included as part of the cost items that are stipulated in the proposal.

END OF SECTION

## SECTION 061063 - EXTERIOR ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Drainage Crossings

#### 1.3 ACTION SUBMITTALS

- A. Product Data: Submit all product data recycled molded plastic lumber.
- B. Product Data: Submit product data for all fasteners, including size, type and manufacturer.

### PART 2 - PRODUCTS

#### 2.1 LUMBER, GENERAL

- A. All lumber to be 100% recycled plastic molded lumber by Plasteak Inc. or approved equal.
- B. For approval of an alternative material, submit all product information for both specified material and proposed material for comparison by Landscape Architect. No procurement of any material other than that specified shall occur prior to approval by Landscape Architect.

#### 2.2 FASTENERS

- A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Do not splice structural members between supports unless otherwise indicated.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

END OF SECTION 061063



**ENGINEERING SPECIFICATION**  
**PULTRUDED FIBERGLASS GRATING**  
**SAFE-T-SPAN® T3320**  
**VINYL ESTER and ISOPHTHALIC**

SECTION 06610  
FIBERGLASS REINFORCED PLASTICS (FRP) FABRICATIONS  
PULTRUDED INDUSTRIAL GRATING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The CONTRACTOR shall furnish, fabricate (where necessary), and install all fiberglass reinforced plastic (FRP) items, with all appurtenances, accessories and incidentals necessary to produce a complete, operable and serviceable installation as shown on the Contract Drawings and as specified herein, and in accordance with the requirements of the Contract Documents.

1.2 REFERENCES

- A. The publications listed below (latest revision applicable) form a part of this specification to the extent referenced herein. The publications are referred to within the text by the designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) Test Methods:

- |            |  |
|------------|--|
| ASTM D 635 | Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position |
| ASTM D 732 | Shear Strength of Plastics by Punch Tool   |
| ASTM E 84  | Surface Burning Characteristics of Building Materials  |

1.3 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall furnish shop drawings of all fabricated gratings and accessories in accordance with the provisions of this Section.
- B. The CONTRACTOR shall furnish manufacturer's shop drawings clearly showing material sizes, types, styles, part or catalog numbers, complete details for the fabrication of and erection of components including, but not limited to, location, lengths, type and sizes of fasteners, clip angles, member sizes, and connection details.
- C. The CONTRACTOR shall submit the manufacturer's published literature including structural design data, structural properties data, grating load/deflection tables, corrosion resistance tables, certificates of compliance, test reports as applicable, concrete anchor systems and their allowable load tables, and design calculations for systems not sized or designed in the contract documents.
- D. The CONTRACTOR shall submit sample pieces of each item specified herein for acceptance by the ENGINEER as to quality and color. Sample pieces shall be manufactured by the method to be used in the WORK.

#### 1.4 QUALITY ASSURANCE

- A. All items to be provided under this Section shall be furnished only by manufacturers having a minimum of ten (10) years experience in the design and manufacture of similar products and systems. Additionally, if requested, a record of at least five (5) previous, separate, similar successful installations in the last five (5) years shall be provided.
- B. Manufacturer shall offer a 3 year limited warranty on all FRP products against defects in materials and workmanship.
- C. Manufacturer shall be certified to the ISO 9001-2008 standard.
- D. Manufacturer shall provide proof of certification from at least two other quality assurance programs for its facilities or products (DNV, ABS, USCG, AARR).

#### 1.5 PRODUCT DELIVERY AND STORAGE

- A. Delivery of Materials: Manufactured materials shall be delivered in original, unbroken pallets, packages, containers, or bundles bearing the label of the manufacturer. Adhesives, resins and their catalysts and hardeners shall be crated or boxed separately and noted as such to facilitate their movement to a dry indoor storage facility.
- B. Storage of Products: All materials shall be carefully handled to prevent them from abrasion, cracking, chipping, twisting, other deformations, and other types of damage. Store items in an enclosed area and free from contact with soil and water. Store adhesives, resins and their catalysts and hardeners in dry indoor storage facilities between 70 and 85 degrees Fahrenheit (21 to 29 degrees Celsius) until they are required.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURER

- A. Pultruded grating shall be Safe-T-Span® as manufactured by:

**Fibergrate Composite Structures Inc.**  
5151 Belt Line Road, Suite 1212  
Dallas, Texas 75254-7028 USA  
(800) 527-4043 Phone (972) 250-1530 Fax

Website: [www.fibergrate.com](http://www.fibergrate.com)  
E-mail: [info@fibergrate.com](mailto:info@fibergrate.com)

#### 2.2 GENERAL

- A. All FRP items furnished under this Section shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.
- B. Fiberglass reinforcement shall be a combination of continuous roving, continuous strand mat, and surfacing veil in sufficient quantities as needed by the application and/or physical properties required.

- C. Resins shall be {VINYL ESTER or ISOPHTHALIC - choose one} with chemical formulations as necessary to provide the corrosion resistance, strength and other physical properties as required.
- D. All finished surfaces of FRP items and fabrications shall be smooth, resin-rich, free of voids and without dry spots, cracks, crazes or unreinforced areas. All glass fibers shall be well covered with resin to protect against their exposure due to wear or weathering.
- E. All pultruded structural shapes shall be further protected from ultraviolet (UV) light with 1) integral UV inhibitors in the resin and 2) a synthetic surfacing veil to help produce a resin rich surface.
- F. All FRP products shall have a tested flame spread rating of 25 or less per ASTM E-84 Tunnel Test. Gratings shall not burn past the 25 mm reference mark and will be classified HB per ASTM D635.
- G. All grating clips shall be manufactured of Type 316SS (stainless steel).

## 2.3 PULTRUDED GRATING

- A. Manufacture: Grating components shall be high strength and high stiffness pultruded elements having a maximum of 70% and a minimum of 60% glass content (by weight) of continuous roving and continuous strand mat fiberglass reinforcements. The finished surface of the product shall be provided with a surfacing veil to provide a resin rich surface which improves corrosion resistance and resistance to ultraviolet degradation. Bearing bars shall be interlocked and epoxied in place with a two piece cross rod system to provide a mechanical and chemical lock. Cross rods should be below the walking surface of the grating. Gratings with cross rods that are flush with the walking surface are excluded.
- B. Non-slip surfacing: Grating shall be provided with a quartz grit bonded and baked to the top surface of the finished grating product.
- C. Fire rating: Grating shall be fire retardant with a tested flame spread rating of 25 or less when tested in accordance with ASTM E 84. Manufacturer may be required to provide certification of ASTM E84 test on grating panels from an independent testing laboratory. Test data shall be from full scale testing of actual production grating, of the same type and material supplied on the project. Test data performed only on the base resin shall not be acceptable.
- D. Resin system: The resin system used in the manufacture of the grating shall be {VEFR or ISOFR - choose one}. Manufacturer may be required to submit corrosion data from tests performed on actual grating products in standard chemical environments. Corrosion resistance data of the base resin from the manufacturer is not a true indicator of grating corrosion resistance and shall not be accepted.
- E. Color: Gray or Yellow.
- F. Depth: 2" deep load bars with a tolerance of plus or minus 1/32".
- G. Mesh Configuration: 1-1/2" load bar spacing, 6" tie bar spacing on centers. Grating shall be SAFE-T-SPAN® T3320V or T3320I as manufactured by **Fibergrate Composite Structures Incorporated**.

- H. Load/Deflection: Grating shall meet manufacturers published safe recommended loadings with deflection not to exceed the following:

Uniform distributed load over a 72" span: 50 pounds per square foot, with a maximum deflection of 0.13".

- I. Substitutions: Other products of equal strength, stiffness, corrosion resistance and overall quality may be submitted with the proper supporting data to the engineer for approval.

## 2.4 GRATING FABRICATION

- A. Measurements: Grating supplied shall meet the minimum dimensional requirements as shown or specified. The Contractor shall provide and/or verify measurements in field for work fabricated to fit field conditions as required by grating manufacturer to complete the work. Determine correct size and locations of required holes or cutouts from field dimensions before grating fabrication.
- B. Layout: Each grating section shall be readily removable, except where indicated on drawings. Manufacturer to provide openings and holes where located on the contract drawings. Grating supports shall be provided at openings in the grating by contractor where necessary to meet load/deflection requirements specified herein. Grating openings which fit around protrusions (pipes, cables, machinery, etc.) shall be discontinuous at approximately the centerline of opening so each section of grating is readily removable.
- C. Sealing: All shop fabricated grating cuts shall be coated with vinyl ester resin to provide maximum corrosion resistance. All field fabricated grating cuts shall be coated similarly by the contractor in accordance with the manufacturer's instructions.
- D. Hardware: Type 316 stainless steel hold-down clips shall be provided and spaced at a maximum of four feet apart with a minimum of four per piece of grating, or as recommended by the manufacturer.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Shop inspection is authorized as required by the Owner and shall be at Owner's expense. The fabricator shall give ample notice to Contractor prior to the beginning of any fabrication work so that inspection may be provided. The grating shall be as free, as commercially possible, from visual defects such as foreign inclusions, delamination, blisters, resin burns, air bubbles and pits.

### 3.2 INSTALLATION

- A. Contractor shall install gratings in accordance with manufacturer's assembly drawings. Lock grating panels securely in place with hold-down fasteners as specified herein. Field cut and drill fiberglass reinforced plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions. Follow manufacturer's instructions when cutting or drilling fiberglass products or using resin products; provide adequate ventilation.