

BENZIE COUNTY BOARD OF COMMISSIONERS

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

www.benzieco.gov

MEETING AGENDA

February 27, 2024

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

Join Meeting

Please click the link below to join the webinar:

www.youtube.com/@BenzieCounty

PLEASE TURN OFF ALL CELL PHONES OR SWITCH THEM TO VIBRATE

9:00 a.m.

CALL TO ORDER

ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL and/or CORRECTION OF MINUTES – 2/13/24

PUBLIC COMMENT

ELECTED OFFICIALS & DEPT HEAD UPDATES

FINANCE – Approval of Bills

CONSENT CALENDAR APPROVAL –

A) Consider approving budget amendments for Brownfield Grant.

B) Consider approving Summer Road Patrol renewal agreements.

C) Consider amending the EEO Policy to include the Grievance Procedure Policy

D) Consider adopting the Non-Discrimination on Basis of Handicap Policy

E) Authorizing signers of financial documents for Benzie County

ITEMS REMOVED FROM CONSENT CALENDAR

OLD BUSINESS

A) Consider adopting Jail Operations Millage Resolution and discussion regarding additional staffing.

NEW BUSINESS

A) Consider approving change order for lower-level construction project.

B) Consider approving reclassification results for the Prosecutor's Office.

C) Consider approving combined Brownfield Redevelopment Authority and Economic Development Corporation master bylaws.

D) Consider extending the fieldwork services agreement for Equalization.

E) Establish Ad Hoc interview Committee for Centra Wellness

F) Establish Ad Hoc interview Committee for Land Bank Authority

CLOSED SESSION: To discuss Deputies collective bargaining pursuant to MCL 15.268(c)

COMMISSIONER REPORTS

COUNTY ADMINISTRATOR'S REPORT – Katie Zeits

PRESENTATION OF CORRESPONDENCE

PUBLIC COMMENT

ADJOURNMENT

Times Subject to Change

PUBLIC COMMENT

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

Speaking Time: Agenda items may be added or removed by the board but initially at least two times are devoted to Public Comment. Generally, however, attendees wishing to speak will be informed how long they may speak by the chairman. All speakers are asked to give their name, residence and topic they wish to address. This and the statements/comments will be entered into the public record (minutes of the meeting). Should there be a number of speakers wishing to voice similar opinions, an option for a longer presentation may be more appropriate for the group and one or more speakers may talk within that time frame. The Board will not be accepting public comment via zoom/online.

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

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

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

Commissioner Contacts:

District	I – Bob Roelofs (Almira East of Reynolds Road).....	231-645-1187
District	II - Art Jeannot (Almira Twp West of N. Reynolds Road, Platte Twp, Lake Twp East of Sutter Rd, and Inland Twp section 1-6, section 7 lying west of Maple City Hwy, north of US-31)	231-920-5028
District	III – Karen Cunningham (Crystal Lake, Frankfort and Lake Twp, at Sutter Road going West)	231-822-4067
District	IV – Rhonda Nye (Benzonia Twp, except for sections 31, 36 and 35 East of Case Road).....	231-510-8804
District	V – Tim Markey (Homestead and Benzonia Twp sections 31, 36 and 35 West of Case Road).....	231-822-4066
District	VI - Evan Warsecke (Colfax, Inland except sections 1-6, section 7 lying west of Maple City Hwy and North of US-31).....	231-822-4065
District	VII - Gary Sauer (Blaine, Gilmore, Joyfield, Weldon)	231-651-0647

January 3, 2024

THE BENZIE COUNTY BOARD OF COMMISSIONERS

February 13, 2024

The Benzie County Board of Commissioners met in a regular session on Tuesday, February 13, 2024, in the Frank Walterhouse Board of Commissioners Room, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Chair Bob Roelofs.

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

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 amended, adding Commissioners Comments to the first meeting agenda of the month. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Minutes:

Motion by Nye, seconded by Cunningham, to approve the regular session minutes of January 23, 2024, as presented. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

9:03 a.m. Public Comment

Deb Frisbie, Human Services Collaboration Coordinator of Thompsonville Summer Fest, gave information about what the Summer Fest is and the services it provides. It is held on the third Monday in June.

Doug Durand, Benzie Senior Resource Director, is here in support of the funding to the Benzie County Human Services Collaboration that is on the agenda later this morning.

9:07 a.m. Public Comment closed.

COMMISSIONERS COMMENTS:

Commissioner Roelofs read the letter from Michigan Association of Counties (MAC), celebrating 125 years, has prepared for all the counties of the state a framed copy of the Michigan Counties Seals poster.

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS

Judge Mead stated that he has made his appointment for the Tax Advisory Committee and explained his thought process behind this appointment.

FINANCE

Bills: Motion by Warsecke, seconded by Cunningham, to approve payment of the bills from January 28, 2024, through February 12, 2024, in the amount of \$716,242.23, as presented. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Michelle Thompson, County Treasurer, stated that she has been selected to become the Executive Director of the Michigan Land Bank Associations, effective March 4, 2024. Wants to thank the Board of Commissioners for paying attention to her suggestions and ideas over the past years. Is pleased to announce that Kelly Long has been appointed to replace her when she retires. There will

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be a open house to celebrate her retirement from the County on Friday, March 1, 2024 from 1:00 p.m. to 4:00 p.m.

Commissioner Roelofs thanked Michelle for her commitment to Benzie County.

CONSENT CALENDAR APPROVAL

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission or staff may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for individual consideration by the Commission; and such requests will be respected. If an item is not removed from the consent calendar, the action noted in the minutes will approve the entire consent calendar.

Commissioner Sauer removed Items A, B and D.

The following actions as recommended on the amended Consent Calendar portion of the agenda were approved:

- A. Removed from Consent Calendar
- B. Removed from Consent Calendar
- C. Consider accepting a scrap tire grant and authorize the Chair to sign: The Board of Commissioners accept the scrap tire grant award in the amount of \$12,000 and authorize the Chair to sign the Scrap Tire Cleanup Grant Agreement with the Michigan Department of Environment, Great Lakes, and Energy and approves the necessary budget amendments, payment and reimbursement related to grant award.
- D. Removed from Consent Calendar.
- E. Step 3 Grievance: The Board of Commissioners designates the County Administrator to act on its behalf to hear and respond to the Step 3 Grievance for the Police Officers Association of Michigan Emergency Communications Specialists Unit involving Christa Ketz, Grievance #24-24.

Motion by Warsecke, seconded by Nye, to approve items C and E, on the Consent Calendar.

Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None
Motion carried.

ITEMS REMOVED FROM CONSENT CALENDAR

- A. Consider approving amendment to jail services mental health contract: Motion by Sauer, seconded by Markey, to authorize an amendment to the letter of agreement with Manistee Benzie Community Mental Health Organization, also known as Centra Wellness, for mental health services within the Benzie County jail, to allow for a bachelor's level clinician in the jail to act as a conduit between an inmate and a master's level clinician, and authorize the Chair to sign, with minimum quarterly reports to the Board of Commissioners. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer, and Warsecke. Nays: None
Motion carried.

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- B. Consider approving an LOU with FOPLC Deputies unit – 12-hour shifts: Undersheriff Greg Hubers was present to answer any questions. Motion by Sauer, seconded by Warsecke, to authorize a Letter of Agreement with the Michigan Fraternal Order of Police Labor Council, Deputies Unit, which allows for 12-hour shift rotations, and moves the Sheriff's office closer to 24-hour road patrol and authorizes the Chair to sign. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer, and Warsecke. Nays: None Motion carried.
- D. Authorize additional credit card for accounts payable operational purposes: Motion by Sauer, seconded by Cunningham, to amend the Credit Card Use policy to include an additional credit card for Accounts Payable in the credit limit not to exceed \$20,000. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer, and Warsecke. Nays: None Motion carried.

OLD BUSINESS

- A. Consider allocating Funds to Benzie County Human Services Collaboration: Sarah May, Coordinator of the Humans Services Collaborative was present to answer any questions. Motion by Jeannot, seconded by Cunningham, to authorize a \$3,000 contribution to the Benzie Human Services Collaborative, with funds available from general fund contingency. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Warsecke Nays: Sauer Motion carried.

PRESENTATIONS:

9:57 a.m. Tim Maylone, Cherry Capital Connections LLC, presented an update regarding the Internet for All Benzie County and was available to answer any questions. Mitch Shapiro was available on zoom to answer any questions.

10:25 a.m. Break

10:34 a.m. Reconvene

NEW BUSINESS:

- A. Adopt resolution approving the Hazard Mitigation Plan.: Rebecca Hubers, Emergency Management, was present to answer any questions. Motion by Warsecke, seconded by Markey, to adopt Resolution #2024-008, Authorizing the Adoption of the 2023 Benzie County, Michigan Natural Hazard Mitigation Plan, 5-year update. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried.
- B. Discussion regarding three additional requests for Opioid related fundings:
1. Judge Mead was present to answer any questions. Motion by Sauer, seconded by Nye, to allocate \$4,465 of the Opioid settlement funds to the joint request from the Benzie County District Court and Central Wellness for substance abuse assessment, testing and monitoring programs. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried
 2. Brad Drury, Almira Township Fire and EMS Chief was present to answer any questions. Motion by Markey, seconded by Jeannot, to allocate \$6,900 of the Opioid settlement funds to Almira Township Fire and EMS for the purchase of 1 Airway trainer and 2 full

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sets of CPR/AED training manikins, along with training of one additional instructor to help with classes. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried

3. Katie Zeits, County Administrator, was present to answer any questions. Motion by Nye, seconded by Cunningham to allocate \$9,200 of the Opioid settlement funds to the School and Youth Resource Officers to have Tony Hoffman go into the schools for two speaking engagements with the students regarding mental health, addiction, and recovery challenges. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer, and Warsecke Nays: None Motion carried

- C. Approve Budget Amendment of \$3,000 – Treasurer’s Office: Motion by Jeannot, seconded by Cunningham, to approve a budget adjustment in the amount of \$3,000 for wages for the Treasurer’s Office from Contingency. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried

COMMITTEE APPOINTMENTS

Motion by Jeannot, seconded by Warsecke, to accept the recommendation from Hon. David A. Thompson, Circuit Court Judge, that Dawn Olney be appointed to the Benzie County Jury Board, to fill the unexpired six-year term vacancy. Term will expire on April 30, 2027. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Motion carried

COUNTY ADMINISTRATOR’S REPORT – Katie Zeits

Parole/Probation renovations have started and are moving right along. She spoke at the Chamber Summit last Friday on what the County has been doing over the last year and what we are looking at for the next year. Have advertised for the Tax Advisory Committee member that is needed. The Township Supervisors have chosen Jason Barnard to represent them on the Tax Advisory Committee. Have reached out to the ISD for their member to be on the Tax Advisory Committee.

PRESENTATION OF CORRESPONDENCE

- Michigan Economic Development Corporation - CLP Program Report January 19, 2024.
- Networks Northwest – Village of Thompsonville Parks and Recreation Plan 2024-2028.
- Benzie-Leelanau Health Department November 29, 2023, minutes.
- State Representative Betsy Coffia letter of February 7, 2024.

11:09 a.m. Public Comment

Annie Browning, Village of Beulah, appreciates what the Board of Commissioners are doing. Gave an update on what is happening in the Village of Beulah and what she is involved in.

11:11 a.m. Public Comment closed.

It was the consensus of the Board of Commissioners to move the Study Session scheduled for 1:30 p.m. to start at 11:25 a.m.

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

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2. To approve the regular session minutes of January 23, 2024, as presented.
3. To approve payment of the bills from January 28, 2024, through February 12, 2024, in the amount of \$716,242.23, as presented.
4. To approve items C and E, on the Consent Calendar.
5. To authorize an amendment to the letter of agreement with Manistee Benzie Community Mental Health Organization, also known as Centra Wellness, for mental health services within the Benzie County jail, to allow for a bachelor's level clinician in the jail to act as a conduit between an inmate and a master's level clinician, and authorize the Chair to sign, with minimum quarterly reports to the Board of Commissioners.
6. To authorize a Letter of Agreement with the Michigan Fraternal Order of Police Labor Council, Deputies Unit, which allows for 12-hour shift rotations, and moves the Sheriff's office closer to 24-hour road patrol and authorizes the Chair to sign.
7. To amend the Credit Card Use policy to include an additional credit card for Accounts Payable in the credit limit not to exceed \$20,000.
8. To authorize a \$3,000 contribution to the Benzie Human Services Collaborative, with funds available from general fund contingency.
9. To adopt Resolution #2024-008, Authorizing the Adoption of the 2023 Benzie County, Michigan Natural Hazard Mitigation Plan, 5-year update.
10. To allocate \$4,465 of the Opioid settlement funds to the joint request from the Benzie County District Court and Central Wellness for substance abuse assessment, testing and monitoring programs.
11. To allocate \$6,900 of the Opioid settlement funds to Almira Township Fire and EMS for the purchase of 1 Airway trainer and 2 full sets of CPR/AED training manikins, along with training of one additional instructor to help with classes.
12. To allocate \$9,200 of the Opioid settlement funds to the School and Youth Resource Officers to have Tony Hoffman go into the schools for two speaking engagements with the students regarding mental health, addiction, and recovery challenges.
13. To approve a budget adjustment in the amount of \$3,000 for wages for the Treasurer's Office from Contingency.
14. To accept the recommendation from Hon. David A. Thompson, Circuit Court Judge, that Dawn Olney be appointed to the Benzie County Jury Board, to fill the unexpired six-year term vacancy. Term will expire on April 30, 2027.

Elected Officials And Department Heads

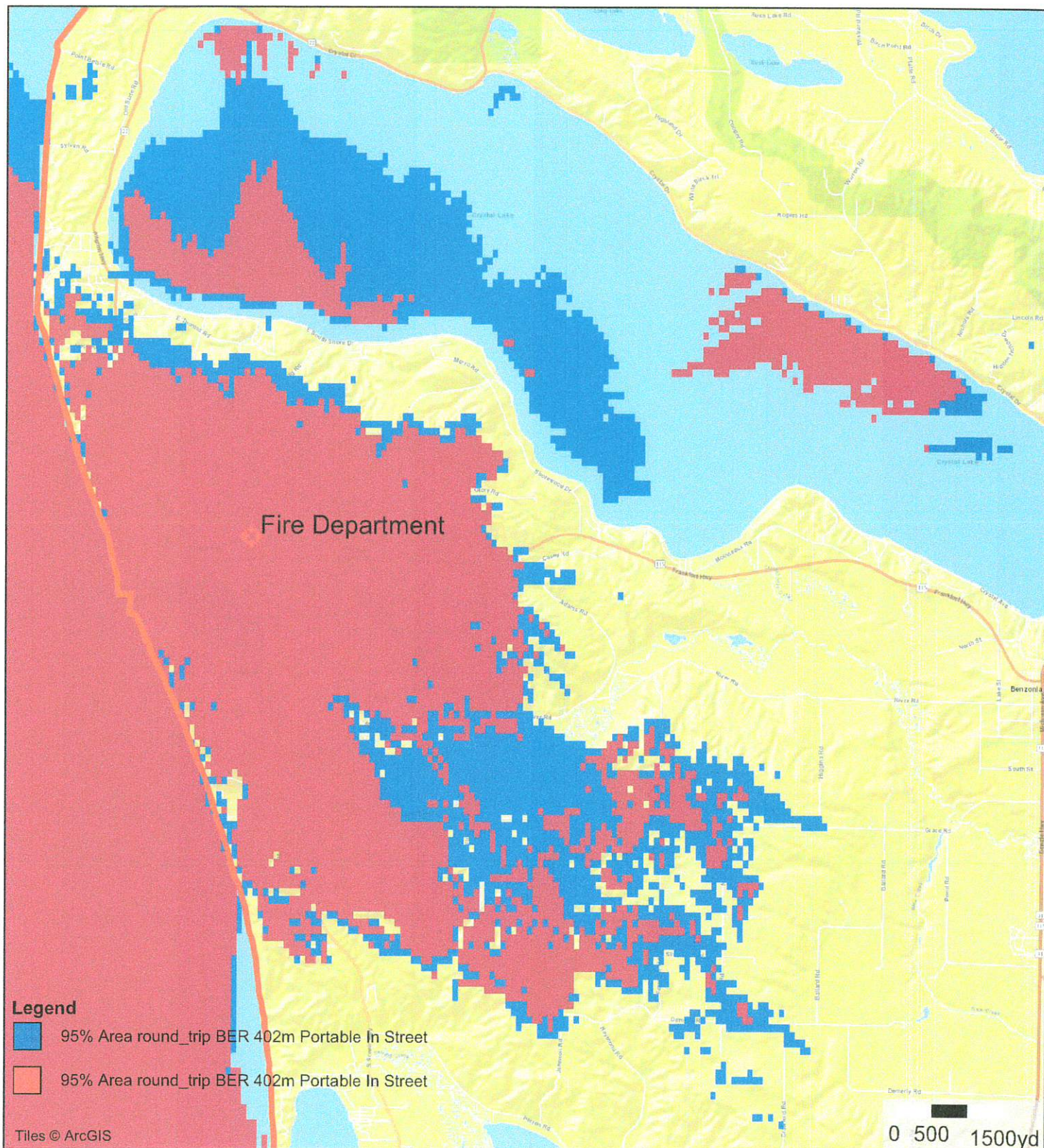


MOTOROLA
SOLUTIONS

Benzie County, MI

For Information Only
Coverage is not guaranteed

Composite 80' vs 120' 8.8db Ant.



Printed: 2/15/2024
System version: 3.1.2.1

Solution: Benzie County
Project: Benzie County
Design: Design 6 FD Only 120 ft 11.5db
CJR005

This map is intended solely for the equipment configuration stated above.
Coverage can vary significantly if different configurations are used.



MISSION 1
COMMUNICATIONS

Frankfort
120' Monopole Photosimulation
Photo Location Map



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MISSION 1
COMMUNICATIONS

Frankfort
120' Monopole Photosimulation
Photo Location #1



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MISSION 1
COMMUNICATIONS

Frankfort
120' Monopole Photosimulation
Photo Location #2



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**BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
FEBRUARY 21, 2024
4:30 P.M.**

The Gathering Place Senior Center & Conference Call-In

Agenda

Conference Call-In Information

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

Call to Order
Pledge of Allegiance
Roll Call

Approval of the February 21, 2024 Agenda

Approval of Minutes from the previous meeting – January 17, 2024

Public Input – Those attending In-person are permitted to participate. (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)

Information Items

- A. Leadership Committee Report
- B. Governance Committee Report
- C. Personnel and Program Committee Report
- D. Fund Development/Marketing Director Report
- E. Executive Director's Report
- F. Program/Services Report – January 2024
- G. Board of Commissioners Update

Action Items

- 1. Finance Committee Report on the January 2024 Financials with Board Approval of the January 2024 Financials

New Business

- 1. Hand out the Draft of the Fiscal Year 2023 Financial Audit for a 30-day review
- 2. Review the results of Fiscal Year 2023 Client Satisfaction Surveys

Old Business

- 1.

Other Business

- 1.

Board Round Table Discussion/Evaluation of Meeting

Adjournment – Board Approval

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

NEXT MEETING – March 20, 2024 @ 4:30 pm

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

Benzie Senior Resources
Board of Directors Meeting
January 17th, 2024 Meeting Minutes

Call to Order: Nancy Mullen Call called the meeting to order at 4:30pm

Pledge of Allegiance: Said by all present

Roll Call:

In Person: Nancy Mullen Call, Victor Dinsmoore, Dinah Haag, Leo Hughes, Rob Manilla, Ingrid Turner, and Paul Turner

Via Conference Call: Rosemary Russell

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

Excused: Tim Markey

Approval of the January 17, 2024 Agenda – A motion to approve the agenda was made by Ingrid Turner and seconded by Dinah Haag. All in-person board members said Aye. Motion approved.

Approval of Minutes from the November 15, 2023 Board Meeting – A motion to accept the minutes was made by Ingrid Turner and seconded by Dinah Haag. All in-person board members said Aye. Motion approved.

Public Input: None

- A. Leadership Committee and Quarterly Reports** – Nancy Mullen Call advised that the Leadership Committee continues working with Integrated Architecture (IA) on the “Discovery Process”. Doug Durand added he and Kelly Ottinger had a Zoom meeting with Lisa Belsito of IA regarding Lisa’s efforts on a PR campaign and she will be visiting TGP this week to post progress on wall in TGP. Nancy Mullen Call further reported that discussion has begun regarding the upcoming Senior Millage vote in August.
- B. Governance Committee and Quarterly Reports** – Leo Hughes summarized the key accomplishments of having Rob Manilla join the Board of Directors in December and the ongoing support of the Leadership Committee with Integrated Architecture.
- C. Personnel and Program Committee and Quarterly Reports** – Paul Turner advised that the committee continues a review of BSR policies and procedures based on the prioritization suggested by Doug Durand.
- D. Fund Development/Marketing Director Quarterly Report** – Kelly Ottinger provided a summary of the work she and the committee have completed relative to various fundraising efforts as well as beginning to leverage the information that is available through BSR’s database.
- E. Executive Director’s Report** – Doug Durand provided his report and summarized the items he is including in the annual report.
- F. Program/Services Report – November & December 2023** – Doug Durand provided his report which summarizes the status of key programs and services and added that the demand for snow removal services are at an all-time high with 170 clients.
- G. Board of Commissioners Update** – Tim Markey, County Commissioner, unable to attend, but provided the following update in advance: Nancy Mullen Call read the following notes Tim Markey had provided:
1. Work continues on the new Dispatch/Emergency Management expansion. It currently is on schedule and the county is planning on hosting an open house, hopefully in February.
 2. Shaun Anchak (probation and parole officer and president of the Benzie County Recovery Court Foundation) did a nice recognition of Judge Kida and her work setting up and running Benzie’s sobriety court. Shaun did a speech and presented her with a plaque. 7&4 news and the Benzie Record Patriot did a nice article on the event.
 3. We held our organizational meeting last the 1st week of January. Bob Roelofs is our chair again and I was elected vice-chair.

Action Items:

- 1. Finance Committee Report on the November & December 2023 with Board Approval of the November & December 2023 Financials** – Victor Dinsmoore summarized that overall expenses are down slightly. He further highlighted the expense and revenue charts published in the January 2024 BSR Newsletter. Victor Dinsmoore then advised that the Finance Committee has reviewed the financial report and is recommending the Board approve the report. A motion to approve the November & December 2023 Financials was made by Paul Turner and seconded by Ingrid Turner. Roll Call: Victor Dinsmoore – Yes; Dinah Haag – Yes; Leo Hughes – Yes; Rob Manilla – Yes; Ingrid Turner – Yes; Paul Turner – Yes; and Nancy Mullen Call – Yes. Motion approved.
- 2. Review and Sign the Annual Code of Ethics and Conflict of Interest Declaration** – All Board Members either provided Doug Durand a signed copy at the meeting or will send a signed copy to him as soon as possible.

New Business:

- 1. FY' 2023 Annual Report** – Sabra Boyle will send an electronic copy of the report to all Board Members.
- 2. Township and other meetings schedule discussion** – Doug Durand outlined the purpose of presenting at the various meetings and proposed that the presentation should include a message regarding annual expense increases and the potential need for a millage increase proposal on the August ballot. Good general discussion by the Board Members on this topic and the agreement that we all need to understand the impact of BSR's millage needs and any potential Headlee Amendment Reset on Benzie County property taxes. Doug Durand then advised that our presentation at the various Townships and other meetings should likely begin in late March/April and he would let us know when he is presenting so we can attend if desired.

Old Business: None

Other Business: None

Board Round Table Discussion/Evaluation of Meeting – None

Adjournment: There being no further business to discuss a motion to adjourn at 5:39pm was made. All in-person board members said Aye. Motion approved.

Respectfully submitted:

Leo Hughes, Secretary, Benzie Senior Resources Board

NEXT MEETING: Wednesday, February 21, 2024 at 4:30 p.m.

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

Benzie Senior Resources
Executive Directors Report
January 2024 – February 2024

Items of Information

- I have completed the Volunteer Handbook and the Personnel Committee just recently reviewed the handbook. Final edits are done and will start being distributed to each volunteer in small groups to review the updated changes starting in March 2024
- I continue to add new policies and update many of the BSR Policies and Procedures with the Personnel Committee doing the final review and approval. The review process will continue into the 2nd Quarter of fiscal year 2024.
- So far 208 number of Income Tax Packets have been sent out and the tax preparers have started meeting in person with folks to review their returns and signing the tax forms.
- I have formed the Volunteer Recognition Committee and planning has begun. The event will be a 2-night event on May 20th and 21st. Letters are starting to go out to area businesses for sponsorships and door prize gifts for the event.
- I have been meeting with the TGP Advisory Committee and offering guidance with their upcoming Soup Night Fundraising Event for TGP. This event will be held on March 21st. Kelly has been providing marketing materials for the committee members to use.
- I continue to represent BSR with the Benzie Broadband Committee that meets twice a month.
- I continue to work on cost savings projects and my recent efforts are with HPS and the Oliver Company to reduce our costs of purchasing Olive Trays and tray film. These trays are one of our highest supply costs with the Home Delivered Meals Program. We should start to see a reduction in costs beginning in March.

Staffing Updates

- We are still in need of a full-time Home Healthcare Aide.

Volunteer Report

- In January 2024, we have added 2 new HDM volunteers.

Legislative News

State – Visited with Representative Betsie Coffia on February 12th and advocated for an increase in funding for both the Home Delivered & Congregate meal funding for Fiscal Year 2025.

Federal – This has become a major challenge with the ongoing budget resolutions and partisan divide. Uncertain if there will be any increase in funding for the nutritional programs for 2024. Sent letters to Senators Stabenow and Peters and Representative Bergman. Had a phone conversation with a staff member from Representative Bergman office and received a letter from Senator Stabenow's office responding to some of my talking points.

Program Report for February 2024

Nutritional Programs

Home Delivered Meals

A total of 5,813 HDM meals were provided to 184 clients in January 2024. **Year to date comparison from FY'2023 shows we are up 2.8% or 675 meals.**

Congregate Meals

In January 2024, we provided 1,462 congregate and takeout meals. **Year to date comparison from FY'2023 shows we are up 9.3% or 546 meals.**

Year to date we have provided/delivered 31,486 meals. Overall, we are up by 1,221 additional meals as compared to the same period a year ago.

Other Programs

Homemaker Program – In January 2024, we provided 304 service hours to 103 clients. **Compared to January 2023, this is an increase of 6.3% in the number of service hours.**

Snow Removal – Our contractors provide a total of 539 plows in January 2024. In total we have 173 clients signed up for this service, representing an increase of 19 clients over last year.

Guardian Medical Monitoring – In January 2024, we paid for 35 individuals to have a life-line and/or fall detection devices at no charge to them.

Benzie Bus Senior Rides – January 2024, we financially supported 1,558 total rides. This includes in-county rides, medical rides and healthcare rides. We also signed up six new seniors with the bus punch cards.

Information & Assistance - The agency handled 1,102 calls in January 2024 regarding Information and Assistance for services and questions related to older adults. **This represents a 10% increase over January 2023.**

Senior Oral Healthcare Program – No invoices were received in January 2024.

Medicare/MMAP's – Our certified MMAP's counselor helped 10 individuals in January 2024 at no cost to them.

Foot Care – Six clients received in-home foot care and fifty-one clients attended the BSR foot clinics in January 2024.

Hearing Clinic – No one signed up for this service in January 2024.

Estate Planning – Six individuals received services in January 2024 at no cost to them.

Senior Essential Needs Fund – We received a \$20,000 grant award from Benzie County Community Chest to fund this program in 2024.

The Gathering Place Senior Center – The Gathering Place Senior Center offered 15 core activities that 678-cumulative number of individuals attended. **Compared to a year ago, patron participation is up by 10.8%.**

In-Home Care Services for January 2024 – Compared to the same period of 2023, Personal Care visits are up 9.6% and RN assessments, medication management and in-home footcare are up 25.1%. Total client care hours are up 10%.

Number of Home Health Care Clients

Month	Medicaid Waiver Care Management	Sliding Scale Fee	Private Pay	Total Clients
October 2023	26	67	1	94
November 2023	27	72	1	100
December 2023	26	62	1	89
January 2024	28	65	1	94
February 2024				
March 2024				
April 2024				
May 2024				
June 2024				
July 2024				
August 2024				
September 2024				

Client Total Hours

Month	Medicaid Waiver Care Management PACENorth	Sliding Scale Fee	Private Pay	Assessments And Wound Care	Total Hours
October 2023	514.5	497.25	0	80	1091.75
November 2023	522	454	0	70	1046
December 2023	458.25	445	0	55	958.25
January 2024	543	409.5	1	68	1021.5
February 2024					
March 2024					
April 2024					
May 2024					
June 2024					
July 2024					
August 2024					
September 2024					
TOTALS	1554.75	1805.75	1	273	4117.5

Client Total Visits

	RN Assessments	RN Med Management	Personal Care	Respite	Homemaking	In home Foot Care/ Wound care	Totals
October 2023	80	54	443	13	8	6	604
November 2023	70	51	407	12	14	3	557
December 2023	55	56	364	11	10	4	500
January 2024	68	55	393	7	12	6	541
February 2024							

March 2024							
April 2024							
May 2024							
June 2024							
July 2024							
August 2024							
September 2024							
TOTALS	273	216	1607	43	44	19	2202

BENZIE SENIOR RESOURCES
Statement of Financial Position
As of January 31, 2024

	<u>Jan 31, 24</u>	<u>Sep 30, 23</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
001 · STATE SAVINGS BANK CHECKING	85,533.97	135,902.37	(50,368.40)
003 · STATE SAVINGS BANK HRA	727.18	1,885.16	(1,157.98)
011 · AMERICAN DEPOSIT MANAGEMENT	8,452.39	49,700.91	(41,248.52)
011.3 · BOARD DESIGNATED OP RESERV FUND	565,700.00	565,700.00	0.00
Total Checking/Savings	<u>660,413.54</u>	<u>753,188.44</u>	<u>(92,774.90)</u>
Accounts Receivable			
1200 · Accounts Receivable	22,391.55	39,515.71	(17,124.16)
Total Accounts Receivable	<u>22,391.55</u>	<u>39,515.71</u>	<u>(17,124.16)</u>
Other Current Assets			
109 · INVENTORY	12,328.37	9,066.62	3,261.75
1499 · Undeposited Funds	12,206.90	4,366.05	7,840.85
Total Other Current Assets	<u>24,535.27</u>	<u>13,432.67</u>	<u>11,102.60</u>
Total Current Assets	<u>707,340.36</u>	<u>806,136.82</u>	<u>(98,796.46)</u>
Fixed Assets			
150 · BUILDING	480,375.70	480,375.70	0.00
151 · VEHICLES	208,526.00	208,526.00	0.00
152 · EQUIPMENT	170,977.38	170,908.48	68.90
157 · LAND IMPROVEMENTS	1,800.00	1,800.00	0.00
160 · ACCUMULATED DEPRECIATION	(488,135.95)	(474,540.43)	(13,595.52)
Total Fixed Assets	<u>373,543.13</u>	<u>387,069.75</u>	<u>(13,526.62)</u>
TOTAL ASSETS	<u>1,080,883.49</u>	<u>1,193,206.57</u>	<u>(112,323.08)</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	14,673.97	46,607.11	(31,933.14)
Total Accounts Payable	<u>14,673.97</u>	<u>46,607.11</u>	<u>(31,933.14)</u>
Other Current Liabilities			
MARTIN - GARNISHMENT	187.89	0.00	187.89
205 · PREPAID TRIP/INSURANCE	5,178.00	0.00	5,178.00
2100 · Payroll Liabilities	4,549.90	7,215.78	(2,665.88)
220 · ACCRUED VACATION LIABILITY	0.00	47,789.53	(47,789.53)
223 · JOHN HANCOCK PAYABLE	0.00	2,208.26	(2,208.26)
232 · AFLAC PAYABLE	576.94	742.42	(165.48)
239 · ACCRUED WAGES	0.00	43,029.77	(43,029.77)
Total Other Current Liabilities	<u>10,492.73</u>	<u>100,985.76</u>	<u>(90,493.03)</u>
Total Current Liabilities	<u>25,166.70</u>	<u>147,592.87</u>	<u>(122,426.17)</u>
Long Term Liabilities			
250 · MORTGAGE PAYABLE	87,925.34	91,153.07	(3,227.73)
253 · LEASE PAYABLE	3,604.11	4,138.15	(534.04)
260 · NET PENSION LIABILITY	592,403.00	592,403.00	0.00
Total Long Term Liabilities	<u>683,932.45</u>	<u>687,694.22</u>	<u>(3,761.77)</u>
Total Liabilities	<u>709,099.15</u>	<u>835,287.09</u>	<u>(126,187.94)</u>
Equity			
Net Assets w/ Donor Restriction	7,318.00	7,318.00	0.00
Net Assets w/o Donor Restrictio	350,601.48	350,601.48	0.00
3900 · NET ASSETS	357,919.48	491,471.91	(133,552.43)
3900D0 · FUND BALANCE	(357,919.48)	(357,919.48)	0.00
Net Income	13,864.86	(133,552.43)	147,417.29
Total Equity	<u>371,784.34</u>	<u>357,919.48</u>	<u>13,864.86</u>
TOTAL LIABILITIES & EQUITY	<u>1,080,883.49</u>	<u>1,193,206.57</u>	<u>(112,323.08)</u>

Benzie Senior Resources

Statement of Financial Income and Expense - Monthly

02/16/2024

Accrual Basis

January 2024

	Jan 2024	Budget	\$ Change
ORDINARY INCOME/EXPENSE			
INCOME			
519.03 · TITLE III C2 INCOME	9,893.25	9,893.00	0.25
519.04 · FEDERAL USDA	0.00	0.00	0.00
519.05 MIPPA (MMAP)	300.00	300.00	0.00
519.06 WAIVER-SNOW REMOVAL	180.00	540.00	(360.00)
540 · GRANTS	5,000.00	13,750.00	(8,750.00)
561 - HDM WAIVER	2,141.00	2,009.00	132.00
642 · CHARGES FOR SERVICES/CONT	297.20	283.00	14.20
642.01 · FEE FOR SERVICE/CHORE	(45.00)	0.00	(45.00)
642.02 · FEE FOR SERVICE/HOMEMAKER	2,433.00	2,500.00	(67.00)
642.03 - FEE FOR SERV/SNOW REMOVAL	7,262.00	5,800.00	1,462.00
642.06 - BENZIE BUS HEALTH RIDE	60.00	85.00	(25.00)
642.1 - FEE FOR SLIDING SCALE CLIENTS	5,731.85	8,363.00	(2,631.15)
642.05 - FEE FOR PRIVATE PAY & INS	0.00	363.00	(363.00)
670 - CLIENT INCOME	12,653.91	11,550.00	1,103.91
671 - PACE NORTH Client Income	500.50	590.00	(89.50)
672 - BANCARD CONVENIENCE FEE	1.20	0.00	1.20
673 · NEWSLETTER SUB	10.00	40.00	(30.00)
675 · DONATIONS	11,969.32	15,100.00	(3,130.68)
676 · MILLAGE	111,108.00	111,108.00	0.00
677· FUNDRAISING INCOME	5,383.72	16,000.00	(10,616.28)
680 · VOLUNTEER WAGES (IN-KIND).	8,445.50	8,750.00	(304.50)
681 - IN-KIND (non-volunteer)	8,091.40	6,000.00	2,091.40
690 - TRIP INCOME	0.00	0.00	0.00
SPONSORSHIP INCOME	0.00	0.00	0.00
691 - MISC INCOME	0.00	0.00	0.00
Other	0.00	0.00	0.00
TOTAL INCOME	191,416.85	213,024.00	(21,607.15)
GROSS PROFIT	191,416.85	213,024.00	(21,607.15)
EXPENSE			
700 - ACCOUNTING FEES	0.00	0.00	0.00
705 · SALARY AND WAGES	91,237.59	88,114.00	3,123.59
705.1 TRAVEL TIME	1,107.98	1,535.00	(427.02)
708 · PAYROLL TAX EXPENSE	6,883.11	6,250.00	633.11
708.1 UNEMPLOYMENT INSURANCE AGENC'	1,389.96	1,300.00	89.96
709 · EDUCATION/TRAINING	185.00	160.00	25.00
710 · EVENTS	0.00	165.00	(165.00)
711 · TGPSC ACTIVITIES	0.00	375.00	(375.00)
715 · CLOTHING ALLOWANCE	0.00	0.00	0.00
717 · DUES/SUBSCRIPTIONS	2,100.00	1,600.00	500.00
720 - BAD DEBT	0.00	0.00	0.00
721 · COMPUTER EXPENSES	2,925.34	3,258.00	(332.66)
725 · FRINGE BENEFITS	16,114.73	14,291.00	1,823.73

	Jan 2024	Budget	\$ Change
726 - FUNDRAISING/MARKETING EXP	150.00	187.00	(37.00)
727 - SUPPLIES	4,606.94	3,580.00	1,026.94
727.2 - OFFICE EXP	2,256.91	1,535.00	721.91
727.3 - POSTAGE	84.09	497.00	(412.91)
727.4 - ADVERTISING	510.48	250.00	260.48
740 - FOOD	19,710.01	22,170.00	(2,459.99)
819 - CONTRACTUAL	33,711.00	27,015.00	6,696.00
820 - VOLUNTEER WAGES (IN-KIND)	8,445.50	8,750.00	(304.50)
825 - VOLUNTEER EXPENSES	171.45	545.00	(373.55)
850 - TELEPHONE	905.07	715.00	190.07
861 - TRAVEL/MILEAGE/GAS	2,569.63	3,370.00	(800.37)
900 - INTEREST EXPENSE	228.70	230.00	(1.30)
910 - INSURANCE	6,378.20	4,150.00	2,228.20
915 - PROJECTS	8,091.40	5,835.00	2,256.40
920 - UTILITIES	3,191.57	2,870.00	321.57
940 - DEPRECIATION EXPENSE	3,398.88	3,500.00	(101.12)
980 - EQUIPMENT/REPAIRS	3,453.68	2,045.00	1,408.68
980.1 - OUTDOOR MAINTENANCE	3,212.42	2,250.00	962.42
980.2 - INDOOR MAINTENANCE	81.25	150.00	(68.75)
981-HDM FLEET MAINTENANCE/GAS	2,168.29	1,940.00	228.29
991 - TRIP EXPENSE	0.00	0.00	0.00
Other	4,824.00	0.00	4,824.00
			0.00
TOTAL EXPENSE	230,093.18	208,632.00	21,461.18
NET ORDINARY INCOME	(38,676.33)	4,392.00	(43,068.33)
OTHER INCOME/EXPENSES			
OTHER INCOME			
990 - INTEREST/DIVIDEND INCOME	2,138.13	1,835.00	303.13
999 - OTHER INCOME	0.00	165.00	(165.00)
TOTAL OTHER INCOME	2,138.13	2,000.00	138.13
OTHER EXPENSE			
999.1 - OTHER EXPENSE	0.00	165.00	(165.00)
99999 - LEGAL EXPENSE	304.00	85.00	219.00
TOTAL OTHER EXPENSE	304.00	250.00	54.00
NET OTHER INCOME	1,834.13	1,750.00	84.13
NET INCOME	(36,842.20)	6,142.00	(42,984.20)

Benzie Senior Resources

Statement of Financial Income and Expense - YTD

02/16/2024

Accrual Basis

October 2023-January 2024

	Oct-Dec 2024	Budget	\$ Change
ORDINARY INCOME/EXPENSE			
INCOME			
519.03 - TITLE III C2 INCOME	39,573.00	39,573.00	0.00
519.04 - FEDERAL USDA	0.00	0.00	0.00
519.05 MIPPA (MMAF)	1,500.00	1,500.00	0.00
519.06 - WAIVER-SNOW REMOVAL	180.00	540.00	(360.00)
540 - GRANTS	29,350.00	55,000.00	(25,650.00)
561 - HDM WAIVER	6,299.50	6,027.00	272.50
642 - CHARGES FOR SERVICES/CONT	1,841.30	1,132.00	709.30
642.01 - FEE FOR SERVICE/CHORE	(631.00)	0.00	(631.00)
642.02 - FEE FOR SERVICE/HOMEMAKER	12,997.00	9,800.00	3,197.00
642.03 - FEE FOR SERV/SNOW REMOVAL	22,135.00	24,300.00	(2,165.00)
642.06 - BENZIE BUS HEALTH RIDE	230.00	340.00	(110.00)
642.1 - FEE FOR SLIDING SCALE CLIENTS	18,380.76	25,089.00	(6,708.24)
642.05 - FEE FOR PRIVATE PAY & INS	0.00	1,089.00	(1,089.00)
670 - CLIENT INCOME	41,071.85	34,638.00	6,433.85
671 - PACE NORTH Client Income	1,235.00	1,770.00	(535.00)
672 - BANCARDCONVENIENCE FEE	1.20	0.00	1.20
673 - NEWSLETTER SUB	140.00	160.00	(20.00)
675 - DONATIONS	50,289.65	61,050.00	(10,760.35)
676 - MILLAGE	435,950.99	444,432.00	(8,481.01)
677- FUNDRAISING INCOME	51,273.67	80,750.00	(29,476.33)
680 - VOLUNTEER WAGES (IN-KIND).	38,150.00	35,000.00	3,150.00
681 - IN-KIND (non-volunteer)	8,091.40	6,000.00	2,091.40
690 - TRIP INCOME	0.00	0.00	0.00
SPONSORSHIP INCOME	0.00	0.00	0.00
691 - MISC INCOME	0.00	0.00	0.00
Other	0.00	0.00	0.00
TOTAL INCOME	758,059.32	828,190.00	(70,130.68)
GROSS PROFIT			
	758,059.32	828,190.00	(70,130.68)
EXPENSE			
700 - ACCOUNTING FEES	6,000.00	8,000.00	(2,000.00)
705 - SALARY AND WAGES	354,387.24	352,928.00	1,459.24
705.1 TRAVEL TIME	5,709.14	6,920.00	(1,210.86)
708 - PAYROLL TAX EXPENSE	26,090.24	25,150.00	940.24
708.1 UNEMPLOYMENT INSURANCE AGENC'	1,650.96	1,490.00	160.96
709 - EDUCATION/TRAINING	898.28	640.00	258.28
710 - EVENTS	188.74	660.00	(471.26)
711 - TGPSA ACTIVITIES	388.69	1,500.00	(1,111.31)
715 - CLOTHING ALLOWANCE	0.00	0.00	0.00
717 - DUES/SUBSCRIPTIONS	2,615.80	4,125.00	(1,509.20)
720 - BAD DEBT	0.00	0.00	0.00
721 - COMPUTER EXPENSES	14,053.52	13,032.00	1,021.52
725 - FRINGE BENEFITS	9,035.88	9,142.00	(106.12)

	Oct-Dec 2024	Budget	\$ Change
726 - FUNDRAISING/MARKETING EXP	3,867.25	2,955.00	912.25
727 - SUPPLIES	12,871.57	14,320.00	(1,448.43)
727.2 - OFFICE EXP	7,150.98	6,140.00	1,010.98
727.3 - POSTAGE	528.78	1,988.00	(1,459.22)
727.4 - ADVERTISING	4,148.89	2,800.00	1,348.89
740 - FOOD	82,975.85	88,670.00	(5,694.15)
819 - CONTRACTUAL	78,481.75	66,935.00	11,546.75
820 - VOLUNTEER WAGES (IN-KIND)	38,150.00	35,000.00	3,150.00
825 - VOLUNTEER EXPENSES	3,968.04	4,685.00	(716.96)
850 - TELEPHONE	3,359.10	2,860.00	499.10
861 - TRAVEL/MILEAGE/GAS	16,201.23	14,270.00	1,931.23
900 - INTEREST EXPENSE	912.27	920.00	(7.73)
910 - INSURANCE	13,046.70	22,450.00	(9,403.30)
915 - PROJECTS	11,265.03	11,730.00	(464.97)
920 - UTILITIES	11,241.43	11,465.00	(223.57)
940 - DEPRECIATION EXPENSE	13,595.52	14,000.00	(404.48)
980 - EQUIPMENT/REPAIRS	11,673.42	8,165.00	3,508.42
980.1 - OUTDOOR MAINTENANCE	5,424.05	2,520.00	2,904.05
980.2 - INDOOR MAINTENANCE	456.25	600.00	(143.75)
981-HDM FLEET MAINTENANCE/GAS	7,026.04	7,745.00	(718.96)
991 - TRIP EXPENSE	0.00	0.00	0.00
Other	9,540.98	0.00	9,540.98
			0.00
TOTAL EXPENSE	756,903.62	743,805.00	13,098.62
NET ORDINARY INCOME	1,155.70	84,385.00	(83,229.30)
OTHER INCOME/EXPENSES			
OTHER INCOME			
990 - INTEREST/DIVIDEND INCOME	8,805.59	7,340.00	1,465.59
999 - OTHER INCOME	4,447.57	661.00	3,786.57
TOTAL OTHER INCOME	13,253.16	8,001.00	5,252.16
OTHER EXPENSE			
999.1 - OTHER EXPENSE	0.00	330.00	(330.00)
99999 - LEGAL EXPENSE	544.00	670.00	(126.00)
TOTAL OTHER EXPENSE	544.00	1,000.00	(456.00)
NET OTHER INCOME	12,709.16	7,001.00	5,708.16
NET INCOME	13,864.86	91,386.00	(77,521.14)

January 2024 Journal Entry Summary

- 682. JE to record monthly depreciation expense (non-cash transaction) *
- 870. JE to record donated items for Christmas bags
- 871. JE to record inventory at month end *
- 872. JE to record 401K payroll deferrals across all programs - original payroll entry posts to one class *
- 873. JE to record payroll spread across all programs- original payroll entry posts to one class *
- 874. JE to reclass payroll health insurance deductions from “uncategorized” to appropriate class, i.e. Home Health and Admin *
- 875. JE to reclass payroll mileage reimbursements from “uncategorized” to appropriate class, i.e. Home Health and Admin *
- 876. JE to record volunteer hours in-kind wages *

* **Monthly recurring Journal Entries.**

January 2024

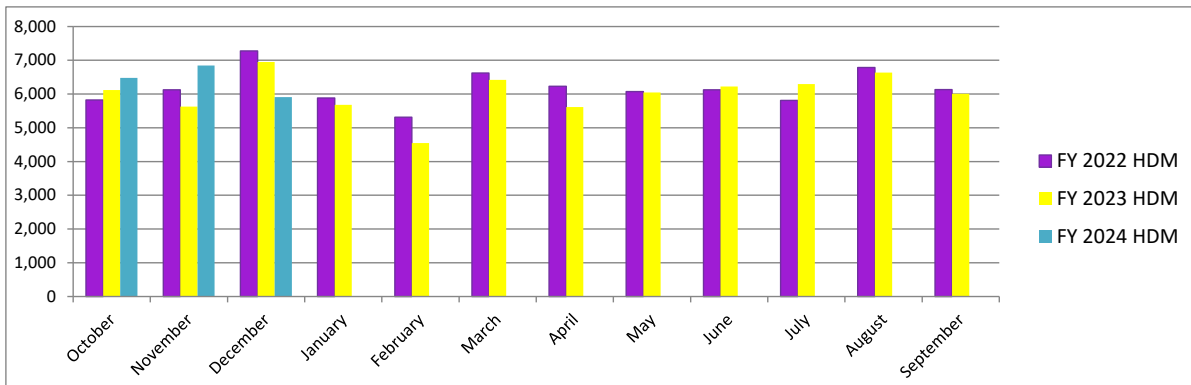
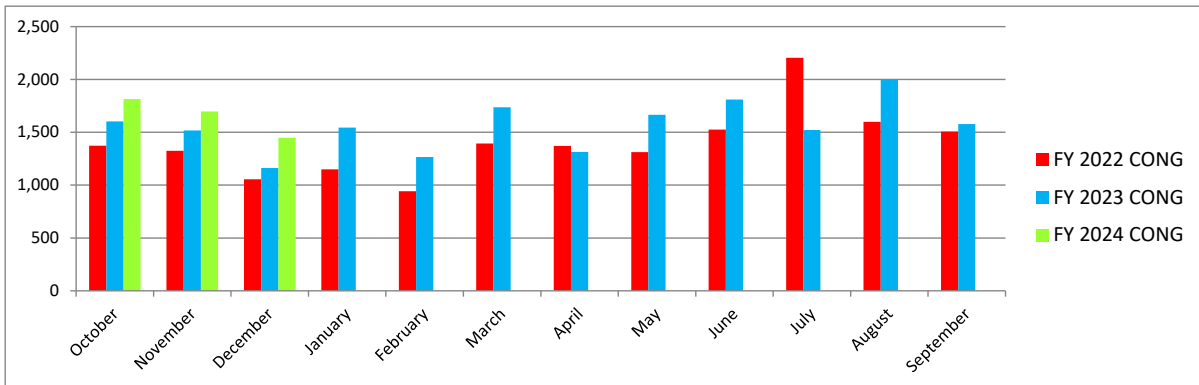
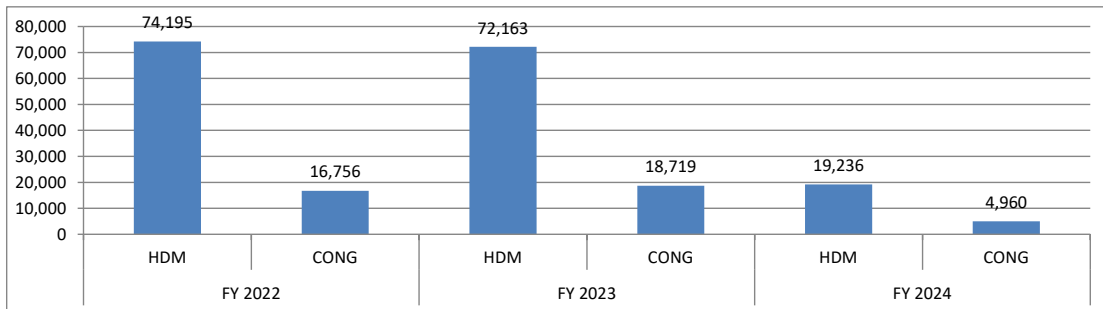
Trans #	Type	Date	Num	Memo	Debit	Credit
140531	General Journal	01/31/2024	682	TO RECORD DEPRECIATION TO RECORD DEPRECIATION	3,398.88	3,398.88
					3,398.88	3,398.88
140853	General Journal	01/31/2024	870	donated items for Christmas bags - Community Churches/community... donated items for Christmas bags - Community Churches	8,091.40	8,091.40
					8,091.40	8,091.40
140912	General Journal	01/31/2024	871	adjust Inventory to actual adjust Inventory to actual adjust Inventory to actual adjust Inventory to actual adjust Inventory to actual	2,310.02 407.65 1,137.77 200.79	4,056.23
					4,056.23	4,056.23
140913	General Journal	01/31/2024	872	reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k reclass ER MATCH 401k	158.27 88.83 1.98 25.13 120.55 122.07 30.46 25.13 5.32 52.30 471.87 25.22	1,127.13
					1,127.13	1,127.13
140914	General Journal	01/31/2024	873	TO RECORD PAYROLL SPREAD BY PROGRAM TO RECORD PAYROLL SPREAD BY PROGRAM	10,171.48 66.15 837.71 4,350.63 8,844.37 1,015.48 837.71 471.02 10,058.39 2,075.55 5,325.73 1,005.55 5.89 128.97 353.59 771.40 115.63 128.97 97.39 640.57 149.20 521.77	44,054.23
					3,918.92	3,918.92
					47,973.15	47,973.15
140916	General Journal	01/31/2024	874	TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P... TO RECORD PAYROLL INSURANCE DEDUCTION SPREAD BY P...	502.35 163.94 3.11 31.18 108.79 33.38 24.73 31.18 0.15 838.83 18.10 52.93	
					1,808.67	1,808.67
					1,808.67	1,808.67
140917	General Journal	01/31/2024	875	reclass mileage - ADMIN reclass mileage - HH reclass mileage	0.00 2,569.63	2,569.63

BENZIE SENIOR RESOURCES
Monthly Journal Entries
January 2024

Trans #	Type	Date	Num	Memo	Debit	Credit
					2,569.63	2,569.63
140918	General Journal	01/31/2024	876	TO RECORD INKIND WAGES	8,347.50	
				TO RECORD INKIND WAGES		8,347.50
				TO RECORD INKIND WAGES	98.00	
				TO RECORD INKIND WAGES		98.00
					8,445.50	8,445.50
TOTAL					77,470.59	77,470.59

Benzie Senior Resources
HDM/Cong comparison
Units Served 2022-2023-2024

	FY 2022		FY 2023		FY 2024	
	HDM	CONG	HDM	CONG	HDM	CONG
October	5,827	1,374	6,116	1,603	6,477	1,815
November	6,124	1,324	5,627	1,518	6,848	1,696
December	7,274	1,055	6,949	1,162	5,911	1,449
January	5,881	1,149	5,682	1,544		
February	5,314	942	4,547	1,266		
March	6,622	1,394	6,417	1,737		
April	6,230	1,370	5,614	1,315		
May	6,073	1,313	6,048	1,665		
June	6,123	1,526	6,223	1,809		
July	5,810	2,204	6,295	1,522		
August	6,786	1,599	6,639	2,001		
September	6,131	1,506	6,006	1,577		
total meals	74,195	16,756	72,163	18,719	19,236	4,960



Finance Report

Finance Issues:

Approval of bills February 13, 2024 through February 27, 2024 in the amount of \$445937.04.

There is an open house to celebrate my retirement from the County on Friday, March 1, 2024 from 1-4 pm in this room. I would love to celebrate with you all.

FROM 10/01/2023 TO 02/27/2024

FUND: ALL FUNDS

CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2023	Total Debits	Total Credits	Ending Balance 02/27/2024
101	GENERAL FUND	2,398,728.51	5,193,199.65	6,679,897.92	912,030.24
201	BENZIE COUNTY ROAD COMMISSION	2,240,487.11	2,773,672.89	2,428,857.44	2,585,302.56
207	SHERIFF'S RESERVES FUND	11.64	0.00	0.00	11.64
210	AMBULANCE FUND	1,140,840.47	3,043,607.46	2,323,839.91	1,860,608.02
213	JAIL OPERATIONS FUND	170,039.50	2,830,677.79	1,877,092.86	1,123,624.43
214	BENZIE KIDS	5,676.36	550.00	0.00	6,226.36
215	FRIEND OF THE COURT FUND	97,030.87	1,586.11	6.58	98,610.40
216	SEASONAL ROAD PATROL FUND	33,432.85	8,507.25	1,334.50	40,605.60
217	SNOWMOBILE PATROL FUND	14,401.25	1,295.34	2,556.70	13,139.89
218	MARINE PATROL FUND	6,227.70	11,861.27	3,128.44	14,960.53
220	CRYSTAL LAKE REC MANAGEMENT FUND	0.00	0.00	0.00	0.00
221	BENZIE-LEELANAU DIST HEALTH DEPT FUN	2,505,914.00	3,140,618.88	3,255,814.80	2,390,718.08
228	SOLID WASTE/RECYCLING FUND	246,106.24	426,371.02	312,476.81	360,000.45
230	BETSIE VALLEY TRAIL MANAGEMENT FUND	(4,763.78)	11,252.00	0.00	6,488.22
232	SHERIFF'S K-9 FUND	51,396.76	22,775.10	44,523.32	29,648.54
234	SHERIFF'S DIVE TEAM	1,207.98	0.00	0.00	1,207.98
236	SCHOOL RESOURCE OFFICER	354,542.79	172,439.14	209,868.40	317,113.53
238	COMMUNITY DEVELOPMENT COORDINATOR	0.00	0.00	0.00	0.00
239	LAND BANK AUTHORITY FUND	90.00	99,635.46	97,202.43	2,523.03
243	BROWNFIELD REDEVELOPMENT AUTHORITY F	16,712.32	1,542.50	2,929.00	15,325.82
244	E.D.C. ENTERPRISE FUND	2,475.00	2,475.00	4,950.00	0.00
245	REMONUMENTATION/SURVEY GRANT FUND	24,434.37	36,521.80	52,090.00	8,866.17
246	GIS INFORMATION SYSTEM	9,911.28	0.00	9,911.28	0.00
249	BUILDING DEPARTMENT FUND	112,577.50	300,905.79	323,185.60	90,297.69
251	ANIMAL CONTROL FUND	86,031.68	313,382.06	197,079.85	202,333.89
254	SOIL EROSION (SESSC) FUND	57,352.47	15,760.00	15,200.00	57,912.47
256	REG OF DEEDS AUTOMATION FUND	111,531.81	15,585.12	14,320.62	112,796.31
257	JUSTICE TRAINING (302 FUND)	3,688.79	3,419.28	0.00	7,108.07
258	HOMELAND SECURITY GRANTS	2,039.99	0.00	0.00	2,039.99
259	DISPATCHER TRAINING FUND	11,632.41	7,150.00	1,804.00	16,978.41
260	INDIGENT DEFENSE COUNSEL	494.29	0.00	0.00	494.29
261	911 EMERGENCY SERVICE FUND	403,163.19	780,197.11	775,004.24	408,356.06
262	SHERIFF'S FORFEITURE FUND	17.91	0.00	0.00	17.91
263	CPL CLERK TECHNOLOGY FUND	87,044.07	5,747.84	433.85	92,358.06
264	LOCAL CORRECTIONS OFFICER TRAINING F	5,339.94	1,800.00	0.00	7,139.94
265	TNT OFFICER MILLAGE FUND	75,061.13	201,100.05	138,396.44	137,764.74
269	LAW LIBRARY FUND	3,817.91	18,354.06	16,994.81	5,177.16
276	COMMISSION ON AGING MILLAGE FUND	211,811.60	1,903,523.79	1,211,349.54	903,985.85
281	OPIOID SETTLEMENT FUND	0.00	117,552.77	113,044.64	4,508.13
282	CARES ACT	263,697.38	0.00	0.00	263,697.38
283	LAND BANK AUTHORITY	167,227.17	58,266.61	106,772.71	118,721.07
284	OPIOID SETTLEMENT FUND	105,545.20	0.00	53,363.32	52,181.88
285	POINT BETSIE LIGHTHOUSE FUND	3,039.11	96,031.78	96,031.78	3,039.11
286	AMERICAN RESCUE PLAN ACT (ARPA) GRA	1,827,724.64	413,279.19	780,227.14	1,460,776.69
287	FAMILY COURT GRANTS	54,913.26	0.00	0.00	54,913.26
292	CHILD CARE FUND	144,452.44	70,492.53	103,154.16	111,790.81
293	VETERAN'S RELIEF FUND	32,333.75	226,458.48	143,177.79	115,614.44
295	AIRPORT AUTHORITY FUND	(13,171.20)	48,996.54	44,410.32	(8,584.98)

CASH SUMMARY BY FUND FOR BENZIE COUNTY
 FROM 10/01/2023 TO 02/27/2024
 FUND: ALL FUNDS
 CASH ACCOUNTS

Fund	Description	Beginning Balance 10/01/2023	Total Debits	Total Credits	Ending Balance 02/27/2024
296	JUVENILE JUSTICE FUND	(1,092.27)	33,750.00	37,500.00	(4,842.27)
298	VETERAN'S MEMORIAL FUND	21,630.93	0.00	0.00	21,630.93
310	GOVERNMENT CENTER ADDITION DEBT FUND	198,203.14	9,564.00	19,128.00	188,639.14
391	MAPLES DEBT/MILLAGE FUND	490,635.94	1,017,322.55	558,301.25	949,657.24
401	CAPITAL IMPROVEMENT FUND	674,079.47	4,541,124.00	5,203,258.81	11,944.66
425	EQUIPMENT REPLACEMENT FUND	69,116.81	46,591.32	47,640.18	68,067.95
507	RAILROAD POINT (RRPNA) ENDOWMENT FUN	9,390.75	5,744.89	11,489.78	3,645.86
508	PARKS/REC ICE RINK FUND	5,291.69	1,000.00	0.00	6,291.69
512	MEDICAL CARE FACILITY FUND	4,317,810.47	5,010,148.11	5,073,380.60	4,254,577.98
516	DELINQUENT TAX REVOLVING FUND	4,578,572.56	2,020,425.95	1,702,755.42	4,896,243.09
532	TAX FORECLOSURE FUND	1,095,329.22	380,227.13	361,974.94	1,113,581.41
535	CDBG HOUSING GRANT FUND	45,663.70	398.90	99.89	45,962.71
595	COMMISSARY/CONCESSION FUND-JAIL	2,677.82	5,863.97	5,538.38	3,003.41
616	TREASURER'S TAX ADMINISTRATION FUND	52,160.25	0.00	0.00	52,160.25
701	GENERAL AGENCY FUND	5,695,298.04	5,046,996.62	8,904,420.31	1,837,874.35
704	PAYROLL CLEARING FUND	182,775.28	2,759,883.67	2,842,117.87	100,541.08
714	SHERIFF'S INMATE TRUST FUND	25,736.06	114,660.84	113,225.39	27,171.51
721	LIBRARY PENAL FINE FUND	24,170.89	21,409.41	82.65	45,497.65
	TOTAL - ALL FUNDS	30,559,720.41	43,391,703.02	46,321,344.67	27,630,078.76

BILLS TO BE APPROVED**February 27, 2024****Motion to approve Vouchers in the amount of:**

\$ 65,192.26 General Fund (101)

\$ 15,493.24 Ambulance Fund & ALS (210)

\$ 29,900.14 Jail (213)

\$ 5,683.01 Fund 105-238

\$ 169.02 Building (249)

\$ 1,953.55 ACO Fund (251)

\$ 8,925.57 Dispatch 911 Fund (261)

\$ 27,469.71 Fund 239-292

\$ 218,243.22 Fund 293-690

\$ 72,907.32 Fund 701

\$ - Fund 702-771

\$ 445,937.04

Payable February 9 to February 22

Date	Fund 101 General	Fund 210 EMS	Fund 213 Jail	Fund 105-238	Fund 249 Building	Fund 251 ACO	Fund 261 Dispatch	Fund 239-292	Fund 293-690	Fund 701 Trust/Agency	Fund 702-771	Totals
2/15/2024	\$ 30,414.64	\$ 10,653.08	\$ 16,153.29	\$ 2,170.16	\$ 71.92	\$ 1,110.71	\$ 6,162.65	\$ 181.48	\$ 162,264.50	\$ 7,327.84	\$ -	\$ 236,510.27
EFT 2/15/2024	\$ 200.00	\$ -	\$ 626.37	\$ 1,820.75	\$ -	\$ -	\$ -	\$ -	\$ 1,962.58	\$ -	\$ -	\$ 4,609.70
2/22/2024	\$ 34,577.62	\$ 4,840.16	\$ 13,120.48	\$ 1,692.10	\$ 97.10	\$ 842.84	\$ 2,762.92	\$ 27,288.23	\$ 54,016.14	\$ 65,579.48	.	\$ 204,817.07
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Totals	\$ 65,192.26	\$ 15,493.24	\$ 29,900.14	\$ 5,683.01	\$ 169.02	\$ 1,953.55	\$ 8,925.57	\$ 27,469.71	\$ 218,243.22	\$ 72,907.32	\$ -	\$ 445,937.04

206-K-9 Fund
207-Sheriff Reserve's
208-Dive Team
209-Resourse 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

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INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 02/09/2024 - 02/22/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 101 BOARD OF COMMISSIONERS					
101-101-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	1,018.63	92923
101-101-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	GRAND OPENING RIBBON FOR LOWER LEVEL EX	59.99	92869
Total For Dept 101 BOARD OF COMMISSIONERS				1,078.62	
Dept 172 ADMINISTRATOR					
101-172-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	582.08	92923
101-172-727.00	OFFICE SUPPLIES	QUILL CORPORATION	ENVLEOPES FOR ADMIN OFFICE	551.90	92986
101-172-727.00	OFFICE SUPPLIES	QUILL CORPORATION	CORKBOARD FOR ADMIN OFFICE	192.59	92986
101-172-800.00	CONTRACTED SERVICES	MITCHELL SHAPIRO	JANUARY 2024 COSTS	8,550.00	92982
Total For Dept 172 ADMINISTRATOR				9,876.57	
Dept 215 COUNTY CLERK					
101-215-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	873.11	92923
Total For Dept 215 COUNTY CLERK				873.11	
Dept 228 TECHNOLOGY					
101-228-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	588.10	
101-228-963.00	COMPUTER SUPPORT	VC3 INC	FIXED FEE SERVICES FOR LABOR FOR TERMIN	1,280.00	92943
Total For Dept 228 TECHNOLOGY				1,868.10	
Dept 233 CENTRAL SERVICES					
101-233-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	1,173.69	92990
101-233-874.00	MEDICAL INSURANCE - RETIREES	BLUE CARE NETWORK	GROUP#00189733 SUB#0002 MARCH 2024 RET	1,182.27	92879
101-233-940.20	EQUIPMENT LEASE	APPLIED INNOVATION	SUM OF EQUIPMENT BASE CHARGES	86.31	92870
101-233-940.20	EQUIPMENT LEASE-40023293-4003597	TEAM FINANCIAL GROUP, INC.	CUSTOMER # 40032368 CONTRACT #40032368-	375.75	92932
101-233-940.20	EQUIPMENT LEASE-40029846	TEAM FINANCIAL GROUP, INC.	CUSTOMER #40027957 CONTRACT #40027957-1	120.97	92932
101-233-940.20	EQUIPMENT LEASE	FP FINANCE PROGRAM	POSTAGE METER RENTAL	234.00	92968
101-233-940.20	EQUIPMENT LEASE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	507.38	92990
Total For Dept 233 CENTRAL SERVICES				3,680.37	
Dept 253 COUNTY TREASURER					
101-253-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	582.08	92923
101-253-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	HEADSET - SMILLS	53.00	92947
101-253-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CENTERS	OFF SUPP	28.54	92974
101-253-961.00	TRAINING & SCHOOLS	MICHIGAN TOWNSHIPS ASSOCI	MTA WORKSHOP	125.00	92980
Total For Dept 253 COUNTY TREASURER				788.62	
Dept 257 EQUALIZATION DEPARTMENT					
101-257-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	582.08	92923
Total For Dept 257 EQUALIZATION DEPARTMENT				582.08	
Dept 262 ELECTIONS					
101-262-727.00	OFFICE SUPPLIES - BALLOTS	ELECTION SOURCE	BARCODE SCANNER FOR ELECTION	842.59	92966
101-262-860.00	TRAVEL	BOWERS, TAMMY	VISITING TOWNSHIP FOR EV VOTING	66.81	92955
101-262-905.00	PRINTING & PUBLISHING - SUPPLY K	ELECTION SOURCE	ELECTION PRECINCT KIT AND BALLOT MATERI	1,626.25	92899
Total For Dept 262 ELECTIONS				2,535.65	
Dept 265 BUILDING & GROUNDS					
101-265-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
101-265-750.00	MAINTENANCE SUPPLIES	KSS	SUPPLIES FOR COUNTY JAIL	218.53	92916
101-265-750.00	MAINTENANCE SUPPLIES	BLUEWATER ELECTRIC LLC	REPLACE BULB IN GLOBE LIGHT & REPLACED	1,290.00	92954
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT ACE HARDWARE	BATTERIES	65.94	92985
101-265-821.00	GARBAGE DISPOSAL-MAIN BUILDING 2	GFL ENVIRONMENTAL	ACCT # 002126461 (JAIL)	79.86	92906

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 265 BUILDING & GROUNDS					
101-265-821.00	GARBAGE DISPOSAL-MAIN BUILDING 2	GFL ENVIRONMENTAL	ACCT #002110103 WASTE MANAGEMENT GOV CE	303.47	92908
101-265-850.00	TELEPHONE	CENTURYLINK	30343955 COMMUNICATION	42.55	92885
101-265-923.00	FUEL/PROPANE-MAIN/DHS/ROAD	DTE ENERGY	ACCT #9100 209 3120 0 GOV CENTER	1,288.99	92963
101-265-923.00	FUEL/PROPANE-MAIN/DHS/ROAD	DTE ENERGY	ACCT #9100 209 2920 4 JAIL	544.62	92965
101-265-924.00	ELECTRIC-MAIN BUILDING 1000 0051	CONSUMERS ENERGY	ACCT#1000 0051 4248 GOV CENTER 01/08/24	5,130.57	92892
101-265-924.00	ELECTRIC- GARAGE 1000 0586 8649	CONSUMERS ENERGY	ACCT #1000 0051 4313 SHERIFF'S OFFICE C	896.60	92893
101-265-924.00	ELECTRIC-MAIN BUILDING 1000 0051	CONSUMERS ENERGY	ACCT #1000 0586 8649 MAIN BUILDING 01/1	178.11	92894
101-265-930.00	EQUIPMENT REPAIR	CUMMINS BRIDGEWAY, LLC	PLANNED MAINTENANCE ON ONAN MODEL GGHF-	574.24	92895
Total For Dept 265 BUILDING & GROUNDS				10,759.00	
Dept 266 LEGAL & CONTRACTED SERVICES					
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	2,229.62	92889
101-266-815.00	AUDITORS	MANER COSTERISAN	AUDIT 23023 PROGRESS BILL	6,000.00	92975
Total For Dept 266 LEGAL & CONTRACTED SERVICES				8,229.62	
Dept 283 CIRCUIT COURT					
101-283-800.00	CONTRACTED SVCS - THINKING MATTE	CATHOLIC HUMAN SERVICES, I	THINKING MATTERS-PERIOD ENDING 01/31/24	383.33	92956
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT BARE & WESTFALL, P.C.	CHRISTOPHER MYERS		112.50	92874
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT BARE & WESTFALL, P.C.	AURORA DALZELL & NOAH DALZELL		352.50	92874
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT BARE & WESTFALL, P.C.	PECKHAM/COWLES		90.00	92874
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT BARE & WESTFALL, P.C.	FLOWERS GAL		270.00	92874
101-283-812.00	APPEALS COURT - LEGAL FEES	ASHLEY SIEGEL, P81011	APPELLATE ATTORNEY FEE	26.00	92871
101-283-860.00	TRAVEL	SHELBY MCCOLL	MILEAGE & MEALS FOR 19TH CIRCUIT COURT	302.80	92988
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR BENZIE COUNTY SHERIFF OFFI	ANDERSON DRUG TESTS		55.00	92950
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR BENZIE COUNTY SHERIFF OFFI	CARNES-BOORSMA DRUG TEST		55.00	92950
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR BENZIE COUNTY SHERIFF OFFI	HOFFMAN DRUG TEST		60.00	92950
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR BENZIE COUNTY SHERIFF OFFI	KARPINSKE DRUG TEST		65.00	92950
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR BENZIE COUNTY SHERIFF OFFI	THORPE DRUG TEST		35.00	92950
Total For Dept 283 CIRCUIT COURT				1,807.13	
Dept 286 DISTRICT COURT					
101-286-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	1,018.63	92923
101-286-727.00	OFFICE SUPPLIES	THOMSON REUTERS - WEST	SUBSCRIPTION FOR MI RULES OF COURT	1,215.00	92936
101-286-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	21.19	
101-286-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CENTERS	SIMPLE SEAL #10 ENVELOPES	532.20	92974
Total For Dept 286 DISTRICT COURT				2,787.02	
Dept 296 PROSECUTING ATTORNEY					
101-296-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	873.11	92923
101-296-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	122.78	
101-296-901.00	RESOURCE MATERIALS	THOMSON REUTER	MI RULES OF COURT VOL 1 1000463052	948.00	92935
Total For Dept 296 PROSECUTING ATTORNEY				1,943.89	
Dept 301 SHERIFF					
101-301-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	4,947.64	92923
101-301-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	OFFSUP/K9OMAR	118.12	92869
101-301-748.00	GAS, OIL & GREASE	WEX BANK	BCSO FUEL 01162024 TO 02152024	64.11	92994
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, INC.	15JOURNEYTHERMOR&R	172.98	92914
101-301-749.00	VEHICLE REPAIRS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	155.63	
101-301-751.00	UNIFORMS	AMAZON CAPITAL SERVICES, I	UNIFORMS - MC	61.43	92869
101-301-751.00	UNIFORMS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	15.46	
101-301-800.00	CONTRACTED SERVICES	TIMECLOCK PLUS, LLC	SCHEDULE ANYWHERE LICENSE 2/14/24-02/15	966.00	92937
101-301-961.00	TRAINING & SCHOOLS	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	200.00	54

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INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 02/09/2024 - 02/22/2024
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301 SHERIFF					
101-301-970.00	EQUIPMENT	ACME SPORTS INC	HOLSTERS RH 2X	258.00	92865
101-301-970.00	EQUIPMENT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	185.54	
Total For Dept 301 SHERIFF				7,144.91	
Dept 333 SECONDARY ROAD PATROL					
101-333-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
Total For Dept 333 SECONDARY ROAD PATROL				145.52	
Dept 334 ZERO TOLERANCE, BAILIFF					
101-334-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	582.08	92923
Total For Dept 334 ZERO TOLERANCE, BAILIFF				582.08	
Dept 426 EMERGENCY MANAGEMENT					
101-426-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
101-426-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	579.24	
101-426-850.00	TELEPHONE	AT & T MOBILITY	ACCT#287318149419-CELLPHONES FOR EMS, I	44.94	92948
Total For Dept 426 EMERGENCY MANAGEMENT				769.70	
Dept 442 DRAIN COMMISSION					
101-442-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
Total For Dept 442 DRAIN COMMISSION				145.52	
Dept 648 MEDICAL EXAMINER					
101-648-835.00	LAB FEES	NMS LABS	LAB FEES	1,292.00	92983
101-648-835.00	LAB FEES	RGS REMOVALS	MICROSCOPIC SLIDES FOR AUTOPSIES	209.00	92987
Total For Dept 648 MEDICAL EXAMINER				1,501.00	
Dept 662 JUVENILE DIVISION					
101-662-727.00	OFFICE SUPPLIES	WELLS FARGO FINANCIAL LEAS	603-0236145-000 MX-M2651 SHARP COPIER	79.90	92942
Total For Dept 662 JUVENILE DIVISION				79.90	
Dept 684 INTERGOVERNMENTAL					
101-684-885.00	LIQUOR TAX - NO MI REG ENTITY	NORTHERN MICHIGAN REGIONAL	LIQUOR TAX 1ST Q - FY 2024	6,261.60	92984
Total For Dept 684 INTERGOVERNMENTAL				6,261.60	
Dept 710 MSU EXTENSION					
101-710-800.00	CONTRACTED SERVICES	MICHIGAN STATE UNIVERSITY	PRYBYLSKI PAY FOR MSU EXTENSION	385.99	92979
Total For Dept 710 MSU EXTENSION				385.99	
Dept 711 REGISTER OF DEEDS					
101-711-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	582.08	92923
Total For Dept 711 REGISTER OF DEEDS				582.08	
Dept 713 SURVEYOR					
101-713-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
101-713-860.00	TRAVEL	SMENDZUIK, JOHN	SURVEYOR T&S	366.86	92989
101-713-955.00	CONVENTIONS & MEETINGS	SMENDZUIK, JOHN	SURVEYOR T&S	271.80	92989
Total For Dept 713 SURVEYOR				784.18	
Total For Fund 101 GENERAL FUND				65,192.26	
Fund 210 AMBULANCE FUND					
Dept 265 BUILDING & GROUNDS					
210-265-750.00	MAINTENANCE SUPPLIES-EMS	2115152 GFL ENVIRONMENTAL	ACCT #002115152 WASTE MANAGEMENT EMS TV	142.63	92907

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 210 AMBULANCE FUND					
Dept 265 BUILDING & GROUNDS					
210-265-750.00	MAINTENANCE SUPPLIES	MI PEST	ST 2 PEST CONTROL	66.00	92921
210-265-750.00	MAINTENANCE SUPPLIES	NUGENT ACE HARDWARE	SHOWER HEAD FOR ST 2	33.99	92926
210-265-750.00	MAINTENANCE SUPPLIES	GRAND TRAVERSE CARPET CLEAN	ST 2 CARPET CLEANING	148.95	92970
210-265-750.00	MAINTENANCE SUPPLIES	MI PEST	ST 3 PEST CONTROL	61.00	92978
210-265-850.01	INTERNET, PHONE, CABLE	CHARTER COMMUNICATIONS	ST 3 SPECTRUM	276.39	92886
210-265-850.01	INTERNET, PHONE, CABLE	DIRECT TV	ST 2 TV	142.31	92897
210-265-850.01	INTERNET, PHONE, CABLE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	19.98	92990
210-265-853.00	PHONES/TABLETS	AT & T MOBILITY	ACCT#287318149419-CELLPHONES FOR EMS, I	298.62	92948
210-265-922.00	WATER & SEWER	CITY OF FRANKFORT	SEWER AND WATER FOR ST 3	89.72	92888
210-265-923.00	FUEL/PROPANE-EMS, PINE/TVILLE/PA	DTE ENERGY	ACCT #9100 209 2902 2 PARK AVE	289.80	
210-265-923.00	FUEL/PROPANE-EMS, PINE/TVILLE/PA	DTE ENERGY	ACCT #9100 209 3107 7 PINE LN	298.52	92962
210-265-923.00	FUEL/PROPANE-EMS, PINE/TVILLE/PA	DTE ENERGY	ACCT #9200 059 5461 4 TVILLE	459.59	92964
210-265-924.00	ELECTRIC	CHERRYLAND ELECTRIC	ST 2 ELECTRICITY	204.66	92887
210-265-924.00	ELECTRIC-STATION 3 1000 1354 355	CONSUMERS ENERGY	ACCT#1000 1354 3556 EMS PARK AVE 01/04/	122.13	92890
210-265-924.00	ELECTRIC-STATION 3 GARAGE 1000 1	CONSUMERS ENERGY	ACCT# 1000 1354 3937 PINE LN 01/05/24-C	89.71	92891
210-265-935.00	BUILDING REPAIRS	THE CARE TAKER	ST 2 DOOR REPAIR	120.00	92933
210-265-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, I	PHONE CHARGERS	61.56	92869
210-265-970.00	EQUIPMENT	NUGENT ACE HARDWARE	EXTENTION CORD FOR T61	41.99	92926
Total For Dept 265 BUILDING & GROUNDS				2,967.55	
Dept 651 EMERGENCY MEDICAL TECHNICIANS					
210-651-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	727.59	92923
Total For Dept 651 EMERGENCY MEDICAL TECHNICIANS				727.59	
Dept 655 ADVANCED LIFE SUPPORT (ALS)					
210-655-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	6,693.87	92923
210-655-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	BEEF HIDE STICKS	37.23	92869
210-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, LLC	MED SUPPLIES	444.90	92880
210-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	86.90	92866
210-655-735.10	MEDICAL SUPPLIES - GAS	AIRGAS	OXYGEN	98.68	92866
210-655-748.00	GAS, OIL & GREASE	WEX BANK	FUEL	354.60	92995
210-655-749.00	VEHICLE REPAIRS	EXPRESS LUBE & TIRE SERVICE	A32 OIL	134.65	92904
210-655-749.00	VEHICLE REPAIRS	GLASS WORKS OF LAKE ANN	A31 WINDOW CHIP REPAIR	50.00	92911
210-655-749.00	VEHICLE REPAIRS	AUTO-WARES	THIRLBY-AUTOWARES WIPER BLADES FOR T61	21.38	92949
210-655-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	791.15	92889
210-655-855.00	RADIO MAINTENANCE/EQUIPMENT	GRAND TRAVERSE MOBILE COMM	PAGER BATTERIES	77.02	92913
210-655-860.00	TRAVEL	CALVIN DENNIS	MILEAGE REIMBURESMENT FOR TRAINING	120.00	92883
210-655-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	582.62	
210-655-963.00	COMPUTER SUPPORT	GRAND TRAVERSE MOBILE COMM	IPADS, MOUNTS, INSTAL, IN UNITS 23 AND	2,305.10	92971
Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)				11,798.10	
Total For Fund 210 AMBULANCE FUND				15,493.24	
Fund 213 JAIL OPERATIONS FUND					
Dept 265 BUILDING & GROUNDS					
213-265-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
213-265-782.00	MAINTENANCE SUPPLIES	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	4.24	54
213-265-783.00	EQUIP. SERVICES & SUPPLIES	KSS	SUPPLIES FOR COUNTY JAIL	958.16	92916
213-265-784.00	GARBAGE PICK-UP	ACCT # 002126461 (JAIL)		79.87	92906
213-265-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	120.36	92990
213-265-923.00	FUEL - NATURAL GAS	DTE ENERGY	ACCT #9100 209 2920 4 JAIL	1,215.55	92965
213-265-924.00	ELECTRIC-JAIL 1000 0051 4313	CONSUMERS ENERGY	ACCT #1000 0051 4313 SHERIFF'S OFFICE C	2,001.15	92893
213-265-935.00	JAIL REPAIRS	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	25.48	54

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Fund 213 JAIL OPERATIONS FUND					
Dept 265 BUILDING & GROUNDS					
213-265-935.00	JAIL REPAIRS	BAY AREA HOODS	KITCHEN (JAIL) HOOD CLENAING	550.00	92875
Total For Dept 265 BUILDING & GROUNDS				5,100.33	
Dept 351 JAIL - CORRECTIONS					
213-351-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	4,947.64	92923
213-351-727.00	OFFICE SUPPLIES	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	534.17	54
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	OFF SUPP JAIL	31.43	92869
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	BATTERY - UPS JAIL	63.16	92947
213-351-740.00	FOOD SUPPLIES	CANTEN SERVICES	FOOD SUPPLIES 02042024 TO 02102024	2,947.91	92884
213-351-742.00	KITCHEN SUPPLIES	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	38.42	54
213-351-748.00	GAS, OIL & GREASE	WEX BANK	BCSO FUEL 01162024 TO 02152024	133.01	92994
213-351-749.00	VEHICLE REPAIRS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	40.78	
213-351-751.00	UNIFORMS	AMAZON CAPITAL SERVICES, I	JAIL UNIFORMS - GJ	69.60	92869
213-351-800.00	CONTRACTED SERVICES	TIMECLOCK PLUS, LLC	SCHEDULE ANYWHERE LICENSE 2/14/24-02/13	924.00	92937
213-351-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	611.34	92889
213-351-834.00	PRISONER MEDICAL	ALL ACCESS CARE PLLC	GT BAND MEDCARE JAN2024	570.00	92867
213-351-834.00	PRISONER MEDICAL	ALL ACCESS CARE PLLC	JAIL MED GTCO JAN2024	680.68	92867
213-351-834.00	PRISONER MEDICAL	CORRECTIONAL RECOVERY	CR FEE & CLAIMS BAL JS DT	10,087.63	92958
213-351-865.00	PRISONER TRANSFER	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	24.06	54
213-351-865.00	PRISONER TRANSFER	BENZIE COUNTY SHERIFF OFFI	PETTY CASH 01012024 TO 02092024	30.91	92951
213-351-940.20	EQUIPMENT LEASE - COPIER	NETLINK BUSINESS SOLUTIONS	COPIES 11/3/23 TO 02-05-2024	333.46	92925
213-351-961.00	TRAINING & SCHOOLS	DEWOLF AND ASSOCIATES	CTO UPDATE - CP TD 02092024	550.00	92896
213-351-961.00	TRAINING & SCHOOLS	MICHAEL BENDER	CORRECTIONS ACADEMY LUNCHES FROM 2/26/2	320.00	92922
213-351-961.00	TRAINING & SCHOOLS	VICTOR MOORE	CORRECTIONS ACADEMY LUNCHES FROM 2/26/2	320.00	92939
213-351-961.00	TRAINING & SCHOOLS	BENZIE COUNTY SHERIFF OFFI	PETTY CASH 01012024 TO 02092024	81.62	92951
213-351-961.00	TRAINING & SCHOOLS	DEWOLF AND ASSOCIATES	CTO SCHOOL - CODDEN	845.00	92960
213-351-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	614.99	
Total For Dept 351 JAIL - CORRECTIONS				24,799.81	
Total For Fund 213 JAIL OPERATIONS FUND				29,900.14	
Fund 216 SEASONAL ROAD PATROL FUND					
Dept 335 SEASONAL ROAD PATROL					
216-335-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
Total For Dept 335 SEASONAL ROAD PATROL				145.52	
Total For Fund 216 SEASONAL ROAD PATROL FUND				145.52	
Fund 218 MARINE PATROL FUND					
Dept 000					
218-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	582.08	92923
Total For Dept 000				582.08	
Total For Fund 218 MARINE PATROL FUND				582.08	
Fund 228 SOLID WASTE/RECYCLING FUND					
Dept 000					
228-000-702.00	WAGES	MIKE MACKIN	SITE ATTENDANT	280.00	92924
228-000-702.00	WAGES	MIKE MACKIN	SITE ATTENDANT	140.00	92981
228-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
228-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	35.96	92889
228-000-821.50	HAZARDOUS WASTE	ERECYCLE LLC	ELECTRONICS RECYCLING	80.00	92902
228-000-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	9.99	92990

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Fund 228 SOLID WASTE/RECYCLING FUND					
Dept 000					
228-000-900.00	PUBLIC RELATIONS-PRINTG/PUBLISHN	BETSIE CURRENT, LLC	2024 ADVERTISING	1,021.44	92953
228-000-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	64.74	
Total For Dept 000				1,777.65	
Total For Fund 228 SOLID WASTE/RECYCLING FUND				1,777.65	
Fund 232 SHERIFF'S K-9 FUND					
Dept 000					
232-000-967.00	PROJECT EXPENSES	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	308.70	54
232-000-967.00	PROJECT EXPENSES	AMAZON CAPITAL SERVICES, I	OFFSUP/K9OMAR	11.89	92869
232-000-967.00	PROJECT EXPENSES	BENZIE COUNTY SHERIFF OFFI	PETTY CASH 01012024 TO 02092024	186.23	92951
232-000-967.00	PROJECT EXPENSES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	455.93	
Total For Dept 000				962.75	
Total For Fund 232 SHERIFF'S K-9 FUND				962.75	
Fund 236 SCHOOL RESOURCE OFFICER					
Dept 000					
236-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	291.04	92923
236-000-729.00	PHOTOS AND SUPPLIES	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	30.05	54
236-000-748.00	GAS, OIL & GREASE	WATSON BENZIE LLC	OIL CHGN TIRE ROT CONTRACT X 3	340.00	92941
236-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	71.92	92889
236-000-957.00	MISCELLANEOUS	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	1,282.00	54
236-000-961.00	TRAINING & SCHOOLS	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	200.00	54
Total For Dept 000				2,215.01	
Total For Fund 236 SCHOOL RESOURCE OFFICER				2,215.01	
Fund 249 BUILDING DEPARTMENT FUND					
Dept 000					
249-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	71.92	92889
Total For Dept 000				71.92	
Dept 371 BUILDING INSPECTOR					
249-371-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	97.10	
Total For Dept 371 BUILDING INSPECTOR				97.10	
Total For Fund 249 BUILDING DEPARTMENT FUND				169.02	
Fund 251 ANIMAL CONTROL FUND					
Dept 265 BUILDING & GROUNDS					
251-265-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	26.23	92990
251-265-853.00	CELLULAR PHONES	AT & T MOBILITY	ACCT#287318149419-CELLPHONES FOR EMS, I	81.18	92948
251-265-924.00	ELECTRIC-ANIMAL CONTROL 1000 060	CONSUMERS ENERGY	100006081572 ANIMAL CONTROL	209.28	92957
251-265-924.00	ELECTRIC & HEATING	DTE ENERGY	910020929329 ANIMAL CONTROL	324.69	92961
Total For Dept 265 BUILDING & GROUNDS				641.38	
Dept 430 ANIMAL CONTROL					
251-430-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	873.11	92923
251-430-748.00	GAS, OIL & GREASE	EXPRESS LUBE & TIRE SERVIC	OIL CHANGE-22 TAHOE	104.51	92904
251-430-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, INC.	TIRE ROTATION/BRAKE CHECK	48.00	92972
251-430-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	107.88	92889
251-430-835.20	ANIMAL EXPENSES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	23.99	
251-430-835.50	DISPOSALS & BURIALS	GFL ENVIRONMENTAL	002129320 ANIMAL CONTROL	25.21	92909

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Fund 251 ANIMAL CONTROL FUND					
Dept 430 ANIMAL CONTROL					
251-430-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	129.47	
		Total For Dept 430 ANIMAL CONTROL		1,312.17	
		Total For Fund 251 ANIMAL CONTROL FUND		1,953.55	
Fund 261 911 EMERGENCY SERVICE FUND					
Dept 266 LEGAL & CONTRACTED SERVICES					
261-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	377.59	92889
		Total For Dept 266 LEGAL & CONTRACTED SERVICES		377.59	
Dept 325 DISPATCH/COMMUNICATION					
261-325-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	1,164.14	92923
261-325-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	STORAGE PANTRY, PAPER TOWEL HOLDER, USE	50.98	92869
261-325-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	DISPATCH CHAIR MATS, MAIL ORGANIZER, MC	537.20	92869
261-325-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	REPLACEMENT MONITORS, LOCKS, BOOT RUG	249.83	92869
261-325-853.00	CELLULAR PHONES	AT & T MOBILITY	ACCT#287318149419-CELLPHONES FOR EMS, I	1,428.66	92948
261-325-853.00	CELLULAR PHONES	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	26.23	92990
261-325-930.00	EQUIPMENT REPAIR	AMAZON CAPITAL SERVICES, I	REPLACEMENT MONITORS, LOCKS, BOOT RUG	650.09	92869
261-325-930.00	EQUIPMENT REPAIR	EQUATURE	EQUATURE RECORDER SYSTEM ON SITE SUPPOF	1,998.00	92901
261-325-954.10	RENT	CONSUMERS ENERGY	ACCT #1000 0051 4313 SHERIFF'S OFFICE (233.94	92893
261-325-954.10	RENT	KSS	SUPPLIES FOR COUNTY JAIL	57.02	92916
261-325-954.10	RENT	TIMECLOCK PLUS, LLC	SCHEDULE ANYWHERE LICENSE 2/14/24-02/13	420.00	92937
261-325-954.10	RENT	DTE ENERGY	ACCT #9100 209 2920 4 JAIL	142.10	92965
261-325-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	491.00	
261-325-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	420.78	
261-325-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, I	CREDIT MEMO FOR CHAIR	(227.99)	92869
261-325-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, I	STORAGE PANTRY, PAPER TOWEL HOLDER, USE	201.86	92869
261-325-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, I	AIR PURIFIERS	449.99	92869
261-325-970.00	EQUIPMENT	AT & T MOBILITY	ACCT#287318149419-CELLPHONES FOR EMS, I	254.15	92948
		Total For Dept 325 DISPATCH/COMMUNICATION		8,547.98	
		Total For Fund 261 911 EMERGENCY SERVICE FUND		8,925.57	
Fund 265 TNT OFFICER MILLAGE FUND					
Dept 000					
265-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
265-000-748.00	GAS, OIL & GREASE	WEX BANK	BCSO FUEL 01162024 TO 02152024	101.54	92994
265-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	LEGAL FOR JANUARY 2024	35.96	92889
265-000-970.00	EQUIPMENT	WATSON BENZIE LLC	2024 JEEP GR CHEROKEE-TNT VEHICLE	20,000.00	92993
		Total For Dept 000		20,283.02	
		Total For Fund 265 TNT OFFICER MILLAGE FUND		20,283.02	
Fund 269 LAW LIBRARY FUND					
Dept 000					
269-000-901.00	RESOURCE MATERIALS	MATTHEW BENDER & CO., INC.	MI CIVIL PROCEDURE LITIGATION MANUAL 2	286.69	92977
		Total For Dept 000		286.69	
		Total For Fund 269 LAW LIBRARY FUND		286.69	
Fund 281 OPIOID SETTLEMENT FUND					
Dept 000					
281-000-967.00	PROJECT EXPENSES	ALMIRA TOWNSHIP TREASURER	AWARDED TO ALMIRA TWP FIRE & EMS	6,900.00	92946

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Fund 281 OPIOID SETTLEMENT FUND					
Dept 000					
		Total For Dept 000		6,900.00	
		Total For Fund 281 OPIOID SETTLEMENT FUND		6,900.00	
Fund 293 VETERAN'S RELIEF FUND					
Dept 000					
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	BAILEY, LAWRENCE	VETERANS AFFAIRS COMMITTEE MEETING	40.00	92873
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	BURCH, TYSON	VETERAN'S AFFAIRS COMMITTEE	40.00	92882
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS	FENDER, GARY	VETERANS AFFAIRS COMMITTEE MEETING	40.00	92905
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	GIDDIS, KIRT	VETERANS AFFAIRS COMMITTEE MEETING	40.00	92910
293-000-721.00	PER DIEM-VA PER DIEM	SCHAFFER, DONALD E.	VETERANS AFFAIRS COMMITTEE VOUCHER	40.00	92930
293-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	145.52	92923
293-000-839.10	VETERANS FINANCIAL AID	VILLAGE OF BEULAH	SERVICE ADDRESS 193 S BENZIE BLVD	1,154.03	92940
293-000-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	20.49	92990
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	BAILEY, LAWRENCE	VETERANS AFFAIRS COMMITTEE MEETING	2.47	92873
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	BURCH, TYSON	VETERAN'S AFFAIRS COMMITTEE	22.65	92882
293-000-860.00	TRAVEL-VETERAN'S AFFAIRS	FENDER, GARY	VETERANS AFFAIRS COMMITTEE MEETING	8.04	92905
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	GIDDIS, KIRT	VETERANS AFFAIRS COMMITTEE MEETING	21.31	92910
293-000-860.00	TRAVEL	ROELOFS, ROBERT	VETERAN'S AFFAIRS COMMITTEE MILAGE	28.14	92928
293-000-860.00	TRAVEL-VA MILEAGE	SCHAFFER, DONALD E.	VETERANS AFFAIRS COMMITTEE VOUCHER	2.95	92930
293-000-860.00	TRAVEL	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	465.94	
293-000-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	64.74	
		Total For Dept 000		2,136.28	
		Total For Fund 293 VETERAN'S RELIEF FUND		2,136.28	
Fund 295 AIRPORT AUTHORITY FUND					
Dept 000					
295-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2ND QTR INSTALLMENT	727.59	92923
		Total For Dept 000		727.59	
		Total For Fund 295 AIRPORT AUTHORITY FUND		727.59	
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 000					
401-000-967.00	PROJECT EXPENSES	PRO COMM INC	PRINTERS FOR ROAD DEPUTIES FOR NEW DURF	2,540.00	92927
401-000-967.00	PROJECT EXPENSES	THERMO SCIENTIFIC	PROTABLE TRUNARC, UNLIMEITED, 2 YR WARRANTY	29,900.00	92991
401-000-970.00	EQUIPMENT (VEHICLES)	WATSON BENZIE LLC	2024 JEEP GR CHEROKEE-TNT VEHICLE	22,755.00	92993
		Total For Dept 000		55,195.00	
Dept 901 911/EOC EXPANSION PROJECT					
401-901-967.00	PROJECT EXPENSES (911/EOC)	VISA	SHERIFF'S OFFICE VISA-JANUARY 2024	1,962.58	54
401-901-967.00	PROJECT EXPENSES (911/EOC)	GRAND TRAVERSE CONSTRUCTIO	8TH CERTIFICATE FOR JAN	152,635.91	92912
		Total For Dept 901 911/EOC EXPANSION PROJECT		154,598.49	
		Total For Fund 401 CAPITAL IMPROVEMENT FUND		209,793.49	
Fund 425 EQUIPMENT REPLACEMENT FUND					
Dept 426 EMERGENCY MANAGEMENT					
425-426-967.02	PROJECT EXPENSES - CERT	AMAZON CAPITAL SERVICES, I	CERT KIT SUPPLIES	229.30	92947
		Total For Dept 426 EMERGENCY MANAGEMENT		229.30	
		Total For Fund 425 EQUIPMENT REPLACEMENT FUND		229.30	

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INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 02/09/2024 - 02/22/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 516 DELINQUENT TAX REVOLVING FUND					
Dept 000					
516-000-689.00	CASH OVER/SHORT	BENZIE COUNTY TREASURER	PMT FOR QFP NOT BILLED TILL MARCH 07-01	3,107.53	92877
Total For Dept 000				3,107.53	
Total For Fund 516 DELINQUENT TAX REVOLVING FUND				3,107.53	
Fund 532 TAX FORECLOSURE FUND					
Dept 253 COUNTY TREASURER					
532-253-730.00	POSTAGE	TITLE CHECK LLC	DEC CERT MAIL EXP 2021 FORFEITURE CYCLE	1,668.36	92938
532-253-801.00	CONTRACTED SERVICES	TITLE CHECK LLC	PARCEL ADMIN FEES 2021 FORT CYCLE	580.67	92992
Total For Dept 253 COUNTY TREASURER				2,249.03	
Total For Fund 532 TAX FORECLOSURE FUND				2,249.03	
Fund 701 GENERAL AGENCY FUND					
Dept 215 COUNTY CLERK					
701-215-271.00	RESTITUTIONS PAYABLE	FRESH COAST PROVISIONING	RESITUTION-CIRCUIT 22-2864-FH A.TUROSKI	25.00	92969
701-215-271.00	RESTITUTIONS PAYABLE	MARK VICKERY	RESTITUTION-CIRCUIT 11-2233-FH L.BRIGHT	20.00	92976
701-215-279.03	CIRCUIT COURT MISCELLANEOUS	LORI B SCHMELTZER	CHAPMAN V CLEM FILE#23-12012-CH	1.00	92917
Total For Dept 215 COUNTY CLERK				46.00	
Dept 253 COUNTY TREASURER					
701-253-274.19	APPEALS/CHARGEBACKS/REFUNDS	BENZONIA TOWNSHIP TREASURER	CC PMT FOR SUMMER TAXES 0201500112 R GF	1,741.50	92878
701-253-274.19	APPEALS/CHARGEBACKS/REFUNDS	BROOKSHEAR, ADAM T AND LIMP	PRE ADJ FOR 2022 09-011-040-00	1,126.34	92881
701-253-274.19	APPEALS/CHARGEBACKS/REFUNDS	KEMPTON, GREGORY AND LINDS	PRE ADJ FOR 2022 07-028-004-00	221.79	92915
701-253-274.19	APPEALS/CHARGEBACKS/REFUNDS	MCCULLEY, SHILOH AND DONN	PRE ADJ FOR 2022 07-025-009-07	1,150.25	92920
701-253-274.19	APPEALS/CHARGEBACKS/REFUNDS	SOWA, GRANT AND BROOKE	PRE ADJ FOR 2022 07-410-010-00	98.90	92931
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	ALMIRA TOWNSHIP FIRE & EMS	BILLED INCORRECTLY. REFUND TO ALMIRA	250.00	92868
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	RUTH MAJSZAK	PATIENT HAS SECONDARY (MEDICAID) REFUND	500.00	92929
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	BENZIE SENIOR RESOURCES	GRANT MONEY 2024	15,000.00	92952
Total For Dept 253 COUNTY TREASURER				20,088.78	
Dept 286 DISTRICT COURT					
701-286-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT - BENZIE	BOND FOR N.MAJCHRZAK	200.00	92863
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR E.KOENIG, E.VOORHEIS, & K.KNUI	405.00	92864
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR R.CHALLENGER	100.00	92864
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR J.ACHA	100.00	92864
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR D.FINNEY, T.LIPPONENX2	445.00	92864
701-286-265.00	CASH BONDS PAYABLE	DOUGLAS MESSIAH FINNEY	21-193-ST-2 BOND FOR D.FINNEY	25.00	92898
701-286-265.00	CASH BONDS PAYABLE	ELLEN LOUISE KOENIG	BOND FOR E.KOENIG	15.00	92900
701-286-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT - BENZIE	BOND FOR DENNIS WINEK	50,000.00	92944
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR H.STREHLKE & M.MITCHELL	300.00	92945
701-286-271.00	RESTITUTIONS PAYABLE	AUTO-OWNERS INSURANCE	RESTITUTION FROM S.PELL 18-336-SM	37.50	92872
701-286-271.00	RESTITUTIONS PAYABLE	EST OF ROBERT DELONG	RESTITUTION FROM R.JURY 22-317-FY	20.00	92903
701-286-271.00	RESTITUTIONS PAYABLE	LOTTIE ZAVALA	RESTITUTION PMT FROM K.HUMSTAD 17-139-S	5.00	92918
701-286-271.00	RESTITUTIONS PAYABLE	THOMAS STOLTMAN	RESTITUTION PMT S.PELL 18-336-SM	37.50	92934
701-286-271.00	RESTITUTIONS PAYABLE	CRYSTAL MOUNTAIN	23-365-FY RESTITUTION PMT S.BOYCE	225.00	92959
701-286-271.00	RESTITUTIONS PAYABLE	FAMILY FARE	22-063-SM RESTITUTION PMT F. BAUGHMAN	9.48	92967
Total For Dept 286 DISTRICT COURT				51,924.48	
Dept 289 FRIEND OF THE COURT					
701-289-222.04	DUE MANISTEE - STATUTORY FEES	MANISTEE COUNTY TREASURER	FEE COLLECTIONS DECEMBER 2023	753.15	92919
701-289-222.05	DUE MANISTEE - PROCESSING FEES	MANISTEE COUNTY TREASURER	FEE COLLECTIONS DECEMBER 2023	94.91	92919
Total For Dept 289 FRIEND OF THE COURT				848.06	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund 701 GENERAL AGENCY FUND					
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		Total For Fund 701 GENERAL AGENCY FUND			
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				72,907.32	
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Fund Totals:		
Fund 101	GENERAL FUND	65,192.26
Fund 210	AMBULANCE FUND	15,493.24
Fund 213	JAIL OPERATIONS	29,900.14
Fund 216	SEASONAL ROAD I	145.52
Fund 218	MARINE PATROL I	582.08
Fund 228	SOLID WASTE/REC	1,777.65
Fund 232	SHERIFF'S K-9 I	962.75
Fund 236	SCHOOL RESOURC	2,215.01
Fund 249	BUILDING DEPAR	169.02
Fund 251	ANIMAL CONTROL	1,953.55
Fund 261	911 EMERGENCY	8,925.57
Fund 265	TNT OFFICER MII	20,283.02
Fund 269	LAW LIBRARY FUN	286.69
Fund 281	OPIOID SETTLEM	6,900.00
Fund 293	VETERAN'S RELIE	2,136.28
Fund 295	AIRPORT AUTHORI	727.59
Fund 401	CAPITAL IMPROV	209,793.49
Fund 425	EQUIPMENT REPL	229.30
Fund 516	DELINQUENT TAX	3,107.53
Fund 532	TAX FORECLOSUR	2,249.03
Fund 701	GENERAL AGENCY	72,907.32
Total For All Funds:		445,937.04

Consent Calendar Approval

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: February 21, 2024

Subject: **Budget Amendment – Brownfield Redevelopment Grant**

As the Board is aware, Benzie County received a Brownfield reimbursement grant for the True North project in Honor. This grant totals \$650,000 and involves a great deal of reporting to EGLE to receive reimbursement. This project is well underway, and the work being performed at this phase is related to the brownfield grant. Therefore, the County will need to recognize the grant revenue as well as the related expenditures. Benzie County will keep a small portion of the grant for administrative fees, however much of the funding will go back to True North.

Brownfield grants are designed in a way that the County applies for the funding and acts as a passthrough for the developer. The funding is specific to brownfield related activities in the project and assists the developer with lower costs to do the work. The benefit is that we as a county can work with developers to incentive this to work in Benzie by offering this type of funding.

Recommendation:

That the Board of Commissioners approves the budget amendment which recognizes both grant revenue and expenditures related to the brownfield redevelopment project in Honor with True North, in the amount of \$300,000.

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: 2/21/2024

Request to Amend the 2023/24 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
243-685-539.00	State Grants	\$ 300,000.00

Total \$ 300,000.00

Account to be Increased:

Line Number	Account Name	Amount
243-000-967.00	Project Expenses	\$ 300,000.00

Total \$ 300,000.00

SIGNED: 

To recognize expenditures and revenue relating to the Brownfield Redevelopment Project in Honor with True North.

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: February 22, 2024

Subject: **Summer Road Patrol – Village of Honor and Beulah, Crystal Lake Cottages, and Lake Township**

Sheriff Rosa has requested support from the Board of Commissioners to enter into agreements again with the Village of Honor, Beulah, Crystal Beach Cottages, and Lake Township. These agreements have worked well in the past and are important in providing additional help in the summer.

These agreement allow for an option speed trailer to be places, and requires a 50% deposit from the participating local jurisdiction.

Our legal counsel has reviewed the contract.

RECOMMENDATION:

That the Board of Commissioners approves the Sheriff Patrol Agreements with the Village of Honor, Village of Beulah, Crystal Beach Cottages, and Lake Township for the 2024 summer months, subject to approval as to form by legal counsel, and authorizes the Chair to sign.

SHERIFF PATROL AGREEMENT

THE SHERIFF PATROL AGREEMENT (hereinafter designated "Agreement") is made by and between the **County of Benzie** (hereinafter designated "County") on behalf of the **Benzie County Sheriff's Office** (hereinafter designated "Sheriffs") and the **Village of Beulah, Benzonia Township, Benzie County, Michigan** (hereinafter designated "Village").

WITNESSETH

WHEREAS, MCL 51.76 authorizes a city or a village to contract with the Sheriff for special police protection with the boundaries of the city or village, and

WHEREAS, PA 486 of 1978, MCL 45.401, provides that counties pay the salaries of Sheriff Deputies in lieu of fees, and

WHEREAS, PA 237 of 1919, MCL 45.401, provides that all fees collected by the Sheriff shall be paid to the county, and

WHEREAS, MCL 45.3 provides counties may make all necessary contracts in relation to the property and concerns of the county, and

WHEREAS, the Village desires to enter into an agreement with the County for additional police protection by the Sheriff in the Village, and

NOW, THEREFORE, in consideration of the premises and covenants and conditions hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special patrol protection in the Village for enforcement of all State laws, subject to the terms and conditions hereinafter contained. For purposes of this Agreement, "special patrol protection" means general road patrol, the enforcement of Village ordinances, attending monthly village trustee meetings, preparing and submitting a monthly report as required under this Agreement, and performing property checks more frequently for absent property owners when requested by those owners. "Special patrol protections," however, shall not include general law enforcement duties provided routinely within the villages that have not entered into an Agreement for law enforcement services, including, but not limited to, responses to emergency calls, responses to complaints (both criminal and civil in nature), and responses to accidents of all types. AU services provided for herein are acknowledged to involve the performance of a governmental function.
2. In the aforesaid area to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist or as requested by the Village President. The Sheriff shall cooperate with Village officials in the enforcement of Village ordinances. The Village shall be responsible for the prosecution and the legal costs required in these matters and shall provide the necessary prosecutorial support to adjudicate such cases.

3. Within the limitations of available manpower, the Sheriff shall provide one (1) Deputy for extra patrol.
4. The Deputy will work up to two (2) days per week, four (4) hours a day, with one (1) being Friday and one (1) being Saturday. The schedule for HOLIDAY weekends is as follows:
 - a. July 4, 2024: twenty-eight (18) hours total
 - i. July 2, 3, and 4, 2024: six (6) hours shifts.
 - b. July 6, 2024: two (2) hours for the Beulah Art Fair- daytime patrol.
 - c. August 31, 2024: four hours (4) of nighttime patrol
 - d. September 1 and 2, 2024: six (6) hours shifts for a total of twelve (12) hours.
 - e. All other weekends are to be scheduled for four (4) hours on Fridays and Saturdays for a total eight (8) hours. The total of other weekends are fifty-six (56) hours).
 - f. Additional 2.5 hours per week for Music in the Park /Street for seven (7) weeks at two and one half (2.5) hours per week totaling seventeen and one half (17.5) hours. Evening patrol for Music in the Park/Street will take place from 6:30 PM to 9 PM only.
 - g. The total amount of the Agreement shall be for one hundred nine and one half (109.5) hours bringing the final total due to \$5,365.50.
5. All Deputy patrols shall be between the hours of 4 PM and 3 AM (EST) unless otherwise noted herein. The Village agrees to give the Sheriff a one (1) week notice of any additional time or schedule change needed.
6. All deputy patrols shall be supervised by a Command Officer designated by the Sheriff. Supervision shall be construed to include, but not be limited to, determining priority of investigation, determining what constitutes an emergency, determining the specific personnel to be assigned to the Village, determining job duties and assignments, and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the Village. on routine or special matters as deemed appropriate.
7. A sworn Deputy in full uniform shall operate all deputy patrols.
8. The Village shall reimburse the County the sum of \$49.00 for each hour or part thereof for fractional hours; provided, however, the total amount of the Agreement shall be one hundred nine and one half (109.5) hours bringing the final total due to \$5,365.50. The Village agrees to pay fifty percent (50%) of the total Agreement (\$2,682.75) before services commence on July 2, 2024, and the final fifty (50%) payment by September 15, 2024. The Village shall draft a check payable to the County and shall forward that document to the Benzie County Sheriff's Office, 505 S. Michigan Ave, Beulah, Michigan 49617, for services that are to be or have been rendered to the Village.

9. The patrols shall begin on July 2, 2024, and continue through September 2, 2024, subject to the needs of the Village. Notwithstanding any other provisions in this Agreement to the contrary, either the County, the Sheriff, or the Village may, with or without cause, terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Village shall pay the County the total sum due for services performed by the Deputy assigned to the Village up to the effective date of termination. In the event this Agreement is terminated and the Village creates its own police department, it is expressly understood and agreed by the parties hereto that the Village shall give preferential consideration to the hiring of any Deputy which had been assigned to the Village under this Agreement who are discharged as a result of the termination of this Agreement.
10. Police protection from the Sheriff shall be provided throughout the County and shall not be reduced as a result of this Agreement, or as a result of additional police services provided herein. The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the Village for emergencies that might exist outside the Village.
11. The Sheriff's Office can optionally provide, at Village of Beulah's approval and payment, a Radar Speed Trailer at the cost of \$1,789.00 for the period beginning Saturday, June 1, 2024, to Sunday, September 1, 2024, plus delivery fees of \$300.00, totaling \$2,049.00. Should the Village of Beulah opt in for the Radar Speed Trailer, payment in full for the trailer shall be made with the first 50% deposit due June 1, 2024.
12. The County shall provide a motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia, and general police equipment to be used by any Deputy assigned to duty in the Village. The Deputy assigned to the Village shall utilize County gasoline pumps to fuel motor vehicle(s).
13. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in paragraph 1 of this Agreement, as well as general liability and workers' compensation insurance coverage for any Deputy assigned to duty in the Village. "Insurance," insofar as vehicles and the Deputy is concerned, means the coverage provided by the County as of the effective date of this Agreement. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the Village immediately.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the Village, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Village in the performance of this Agreement shall be the responsibility of the Village and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Village employee or agent, provided that nothing herein shall be construed as a waiver of any

governmental immunity by the Village or its employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Village in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Village in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Village, or their employees, respectively, as provided by statute or court decisions.

14. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws, regulations, and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the Village shall not discriminate against persons to receive services under this Agreement or 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, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.
15. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Deputy assigned to the Village under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
16. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.
17. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
18. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.
19. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
20. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

21. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto and any prior agreements shall be null and void.
22. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
23. The Deputies shall not be utilized by the Village for functions or duties other than those of a law enforcement or police protection nature.
24. All Deputies shall be sworn Deputies and be directly accountable to the Sheriff.
25. The Sheriff shall provide to the Village with a periodic accounting of the hours which the Deputies have worked in accordance with this Agreement.
26. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie:

Bob Roelofs, Chair



Kyle Rosa, Sheriff

Village of Beulah:

Jeri VanDePerre, President

SHERIFF PATROL AGREEMENT

THIS SHERIFF PATROL AGREEMENT (hereinafter designated "Agreement") is made by and between the **County of Benzie** (hereinafter designated "County") on behalf of the **Benzie County Sheriff's Office** (hereinafter designated "Sheriff"), and the **Village of Honor, Benzie County, Michigan** (hereinafter designated "Village.").

WITNESSETH

WHEREAS, MCL 41.181 authorizes a village to contract with the Sheriff for special police protection with the boundaries of the village, and

WHEREAS, PA 486 of 1978, MCL 45.401, provides that counties pay the salaries of Sheriff Deputies in lieu of fees, and

WHEREAS, PA 237 of 1919, MCL 45.40 I, provides that all fees collected by the Sheriff shall be paid to the county, and

WHEREAS, MCL 45.3 provides that counties may make all necessary contracts in relation to the property and concerns of the county, and

WHEREAS, the Village desires to enter into an agreement with the County for additional police protection by the Sheriff in the Village.

NOW, THEREFORE, in consideration of the premises and covenants and conditions hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special patrol protection in the Village for enforcement of all State laws, subject to the terms and conditions hereinafter contained. For purposes of this Agreement, "special patrol protection" means general road patrol, the enforcement of Village ordinances, attending monthly village board meetings, preparing and submitting a monthly report as required under this Agreement, and performing property checks more frequently for absent property owners when requested by those owners. "Special patrol protections," however, shall not include general law enforcement duties provided routinely within the townships and villages that have not entered into an agreement for law enforcement services, including, but not limited to, responses to emergency calls, responses to complaints (both criminal and civil in nature), and responses to accidents of all types. All services provided for herein are acknowledged to involve the performance of a governmental function.
2. In the aforesaid area to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist or as requested by the Village President or President Pro Tam. The Sheriff shall cooperate with the Village officials in the enforcement of Village ordinances. The

Village shall be responsible for the prosecution and the legal costs required in these matters and shall provide the necessary prosecutorial support to adjudicate such cases.

3. Within the limitations of available manpower, the Sheriff shall provide one Deputy for extra patrol.
4. The area patrol shall primarily be of US 31 within the Village boundary limits.
5. All deputy patrols shall be supervised by a Command Officer designated by the Sheriff. Supervision shall be construed to include, but not be limited to, determining priority of investigation, determining what constitutes an emergency, determining the specific personnel to be assigned to the Village, determining job duties and assignments, and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the Village on routine or special matters as deemed appropriate.
6. A sworn Deputy in full uniform shall operate all deputy patrols.
7. The Village shall reimburse the County \$500.00 per month beginning June 1, 2024, and ending August 31, 2024. The Deputy assigned to the Village shall spend NO MORE THAN ten (10) hours per month on patrol within the Village limits. The final total due and owing the County shall not exceed \$1,500.00. The days and times of patrol will be at the discretion of the Deputy assigned. The Village agrees to pay fifty percent (50%) of the total Agreement amount before services commence on June 1, 2024, including weekends and final payment by August 31, 2024. The Village shall draft a check payable to the County and shall forward that document to the Benzie County Sheriff's Office, 505 S. Michigan Ave, Beulah, Michigan 49617, for services that are to be or have been rendered to the Village.
8. The patrols shall begin on June 1, 2024 through August 31, 2024. Notwithstanding any other provisions in this Agreement to the contrary, either the County, the Sheriff, or the Village may, with or without cause, terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Village shall pay the County the total sum due for services performed by the Deputy assigned to the Village up to the effective date of termination. In the event this Agreement is terminated and the Village creates its own police department, it is expressly understood and agreed by the parties hereto that the Village shall give preferential consideration to the hiring of any Deputy which had been assigned to the Village under this Agreement who are discharged as a result of the termination of this Agreement.
9. Police protection from the Sheriff shall be provided throughout the County and shall not be reduced as a result of this Agreement, or as a result of additional police services provided herein. The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the Village for emergencies that might exist outside the Village.
10. The Sheriff's Office can optionally provide, at Village of Beulah's approval and payment, a Radar Speed Trailer at the cost of \$1,789.00 for the period beginning Saturday, June 1, 2024, to Sunday, September 1, 2024, plus delivery fees of \$300.00, totaling \$2,049.00. Should the Village of Beulah opt in for the Radar Speed Trailer, payment in full for the trailer shall be made with the first 50% deposit due June 1, 2024.

11. The Deputies shall not be utilized by the Village for functions or duties other than those of a law enforcement or police protection nature.
12. All Deputies shall be sworn Deputies and be directly accountable to the Sheriff.
13. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in paragraph I of this Agreement, as well as general liability and workers' compensation insurance coverage for any Deputy assigned to duty in the Village. "Insurance," insofar as vehicles and the Deputy is concerned, means the coverage provided by the County as of the effective date of this Agreement. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify Village immediately.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Village in the performance of this Agreement shall be the responsibility of the Village and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Village employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Village or its employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and The Village in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and The Village in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, The Village, or their employees, respectively, as provided by statute or court decisions.

14. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws, regulations, and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or The Village shall not discriminate against persons to receive services under this Agreement or 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, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.
15. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Deputy assigned to The Village under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

16. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.
17. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
18. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.
19. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
20. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
21. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto and any prior agreements shall be null and void.
22. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
23. The Sheriff's Office shall provide the Village a periodic accounting of the hours which the Deputy has worked in accordance with this Agreement.
24. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie: Bob Roelofs, Chair: *Bob Roelofs*

Kyle Rosa, Sheriff: _____

Village of Honor: Bill Ward, President Pro Tem: _____

SHERIFF PATROL AGREEMENT

THIS SHERIFF PATROL AGREEMENT (hereinafter designated "Agreement") is made by and between the **County of Benzie** (hereinafter designated "County") on behalf of the **Benzie County Sheriff's Office** (hereinafter designated "Sheriff"), and **Lake Township, Benzie County, Michigan** (hereinafter designated "Lake Twp.").

WITNESSETH

WHEREAS, MCL 41.181 authorizes a township to contract with the Sheriff for special police protection within the boundaries of said township, and

WHEREAS, PA 486 of 1978 (MCL 45.401) provides that counties pay the salaries of Sheriff Deputies in lieu of fees, and

WHEREAS, PA 237 of 1919 (MCL 45.40 I) provides that all fees collected by the Sheriff shall be paid to the county, and

WHEREAS, MCL 45.3 provides that counties may make all necessary contracts in relation to the property and concerns of the county, and

WHEREAS, Lake Twp. desires to enter into an agreement with the County for additional police protection by the Sheriff in the Township of Lake.

NOW, THEREFORE, in consideration of the premises and covenants and conditions hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

- I. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special patrol protection in the Township of Lake for enforcement of all State laws, subject to the terms and conditions hereinafter contained. For purposes of this Agreement, "special patrol protection" means general road patrol, the enforcement of Lake Twp. ordinances, attending monthly township board meetings, preparing and submitting a monthly report as required under this Agreement, and performing property checks more frequently for absent property owners when requested by those owners. "Special patrol protections", however, shall not include general law enforcement duties provided routinely within the townships that have not entered into an Agreement for law enforcement services, including, but not limited to, responses to emergency calls, responses to complaints (both criminal and civil in nature), and responses to accidents of all types. All services provided for herein are acknowledged to involve the performance of a governmental function.
2. In the aforesaid area to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist or as requested by the Lake Twp. Supervisor. The Sheriff shall cooperate with Lake Twp. officials in the enforcement of Lake Twp. ordinances. Lake Twp. shall be responsible for the prosecution and the legal costs required in these matters and shall provide the necessary prosecutorial support to adjudicate such cases.

3. Within the limitations of available manpower, the Sheriff shall provide one (1) Deputy for extra patrol.
4. The area of patrol shall be M-22 Platte River Bridge and Birch Trail Rd. (i.e., illegal parking in No Parking Zones and parking with two (2) wheels on the road of Birch Trail impeding traffic.); Lake Michigan Road, including drive through Lake Twp. Parking lot; Deadstream Road from M-22 to Lake Twp. limit near Miller's Resort Sign; and Sutter Road, Crystal Drive and the complete Lake Twp.
5. Lake Twp. agrees to give the Sheriff one (1) week notice of any additional time or schedule change needed, subject to the limitation in paragraph 8.
6. All deputy patrols shall be supervised by a Command Officer designated by the Sheriff. Supervision shall be construed to include, but not be limited to, determining priority of investigation, determining what constitutes an emergency, determining the specific personnel to be assigned to Lake Twp., determining job duties and assignments, and determining the adequacy of motor vehicles deployed. The Sheriff will consult with Lake Twp. on routine or special matters as deemed appropriate.
7. A sworn Deputy in full uniform shall operate all deputy patrols.
8. Lake Twp. shall reimburse the County the sum of \$49.00 for each hour or part thereof for fractional hours; provided, however, the total amount of the Agreement shall be for three hundred twenty (320) hours bringing the final total due to \$15,680.00. Lake Twp. agrees to pay fifty percent (50%) of the total Agreement amount before services commence on Saturday May 25, 2024, including weekends and final payment by September 15, 2024. Lake Twp. shall draft a check payable to the County and shall forward that document to the Benzie County Sheriff's Office, 505 S. Michigan Ave, Beulah, Michigan 49617, for services that are to be or have been rendered to Lake Twp.
9. The patrols shall begin on Memorial Day Weekend (May 25-27, 2024) then commencing for the summer on June 1, 2024, through September 2, 2024, subject to the needs of Lake Twp. Notwithstanding any other provisions in this Agreement to the contrary, either the County, the Sheriff, or Lake Twp. may, with or without cause, terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the other party. In the event this Agreement is prematurely terminated, Lake Twp. shall pay the County the total sum due for services performed by the Deputy assigned to Lake Twp. up to the effective date of termination. In the event this Agreement is terminated and Lake Twp. creates its own police department, it is expressly understood and agreed by the parties hereto that Lake Twp. shall give preferential consideration to the hiring of any Deputy which had been assigned to Lake Twp. under this Agreement who are discharged as a result of the termination of this Agreement.
10. Police protection from the Sheriff shall be provided throughout the County and shall not be reduced as a result of this Agreement or as a result of additional police services provided herein. The Sheriff

reserves the right to remove any Deputy who is otherwise assigned to Lake Twp. for emergencies that might exist outside Lake Twp. The Deputies shall not be utilized by Lake Twp. for functions or duties other than those of a law enforcement or police protection nature.

11. All Deputies shall be sworn Deputy and be directly accountable to the Sheriff.
12. The Sheriff's Office can optionally provide, at Lake Township's approval and payment, a Radar Speed Trailer at the cost of \$1,789.00 for the period beginning Saturday, June 1, 2024, to Sunday, September 1, 2024, plus delivery fees of \$300.00, totaling \$2,049.00. Should Lake Township opt in for the Radar Speed Trailer, payment in full for the trailer shall be made with the first 50% deposit due June 1, 2024.
13. Moreover, the County shall provide a motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia, and general police equipment to be used by any Deputy assigned to duty in Lake Twp. The Deputy assigned to Lake Twp. shall utilize County gasoline pumps to fuel motor vehicle(s).
14. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in paragraph I of this Agreement, as well as general liability and workers' compensation insurance coverage for any Deputy assigned to duty in Lake Twp. "Insurance". insofar as vehicles and the Deputy is concerned, means the coverage provided by the County as of the effective date of this Agreement. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify Lake Twp. immediately.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of Lake Twp., if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by Lake Twp. in the performance of this Agreement shall be the responsibility of Lake Twp. and not the responsibility of the County if that liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Lake Twp. employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by Lake Twp. or its employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and Lake Twp. in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and Lake Twp. in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, Lake Twp., or their employees, respectively,

as provided by statute or court decisions.

15. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws, regulations, and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or Lake Twp. shall not discriminate against persons to receive services under this Agreement or 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, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.
16. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Deputy assigned to Lake Twp. under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
17. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.
18. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
19. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.
20. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
21. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
22. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto and any prior agreements shall be null and void.

23. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

24. The Sheriff shall provide Lake Twp. with a periodic accounting of the hours which the Deputies have worked in accordance with this Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie:

Bob Roelofs, Chair



Kyle Rosa, _____

Lake Township:

Jeff Johnson, Supervisor _____

SHERIFF PATROL AGREEMENT

THIS SHERIFF PATROL AGREEMENT (hereinafter designated "Agreement") is made by and between the **County of Benzie** (hereinafter designated "County") on behalf of the **Benzie County Sheriff's Office** (hereinafter designated "Sheriff"), and **Crystal Beach Cottager's Association, Benzie County, Michigan** (hereinafter designated "C.B.C.A.").

WITNESSETH

WHEREAS, PA 40 of 1967, as amended, MCL 45.406, and the *PEOPLE v Van Tubbergen*, 249 Mich App 354, 366, 642 NW 2d 368, 374 (2002) authorizes the Sheriff to appoint Deputies to protect private interests, and

WHEREAS, PA 486 of 1978, MCL 45.401, provides that counties pay the salaries of Sheriff Deputies in lieu of fees, and

WHEREAS, PA 237 of 1919, MCL 45.401, provides that all fees collected by the Sheriff shall be paid to the county, and

WHEREAS, MCL 45.3 provides that counties may make all necessary contracts in relation to the property and concerns of the county, and

WHEREAS, the C.B.C.A. desires to enter into an agreement with the County for additional police protection by the Sheriff on its premises.

NOW, THEREFORE, in consideration of the promises and covenants and conditions hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

1. The County, under the authority of the aforementioned Public Acts and Michigan Statutes, hereby calls upon the Sheriff to furnish additional special police protection from 1851 S. Shore East to 2744 S. Shore East, for enforcement of all State Laws, subject to the terms and conditions hereinafter contained. For purposes of this Agreement, "special patrol protection" means general road patrol, the enforcement of C.B.C.A. rules and regulations, attending monthly C.B.C.A. meetings, preparing and submitting a monthly report as required under this Agreement, and performing property checks more frequently for absent property owners when requested by those owners. "Special patrol protections," however, shall not include general law enforcement duties provided routinely within the communities that have not entered into an Agreement for law enforcement services, including, but not limited to, responses to emergency calls, responses to complaints (both criminal and civil in nature), and responses to accidents of all types. All services provided for herein are acknowledged to involve the performance of a governmental function.
2. Along the aforesaid route to be patrolled, the Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the route based on where, in his professional judgment, the greatest hazards exist or as requested by the C.B.C.A. The Sheriff shall cooperate with the C.B.C.A. officials in the enforcement of all State laws. The C.B.C.A. shall be responsible for the prosecution and the legal costs required in these matters and shall provide

the necessary prosecutorial support to adjudicate such cases.

3. Within the limitations of available manpower, the Sheriff shall provide one (1) Deputy for up to ten (10) hours per week of patrol time, with one (1) hour in the morning before noon and the other one (1) hour in the afternoon with the exact times per day of the week to be decided by the Sheriff on the basis of his best professional judgment in regard to hazard times.
4. The Sheriff agrees that the C.B.C.A. patrol shall spend at least ninety percent (90%) of available time on assignment conducting random stationary radar traffic enforcement where speeding is most likely to occur. This shall be done when not responding or investigating complaints generated in the patrol area.
5. All deputy patrols shall be between the hours of 8:00 AM and 9:00 PM (EST) unless needs demand additional time changes.
6. The C.B.C.A. agrees to give the Sheriff one (1) week notice of any additional time or schedule change needed, subject to the limitation in paragraph 8.
7. All deputy patrols shall be maintained by a Deputy who is a certified police officer in accordance with the Michigan Commission on Law Enforcement Standards.
8. All deputy patrols shall be operated by a sworn Deputy in full uniform.
9. All deputy patrols shall be supervised by a Command Officer designated by the Sheriff. Supervision shall be construed to include, but not be limited to, determining priority of investigation, determining what constitutes an emergency, determining the specific personnel to be assigned to the C.B.C.A., determining job duties and assignments, and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the C.B.C.A. on routine or special matters as deemed appropriate.
10. The C.B.C.A. shall reimburse the County \$49.00 for each hour or part thereof for fractional hours; provided, however, the total amount required to be paid for Patrol hours totaling one-hundred (100) hours is \$4,900.00 (ten (10) weeks at ten (10) hours per week; this comes to five (5) days at two (2) hours per day.) The C.B.C.A. agrees to pay fifty percent (50%) (\$2,450.00) of the total proposed contract before service begins on July 3, 2024. Billing for the second half of the payment (\$2,450.00) shall be on or about September 1, 2024. The C.B.C.A. shall draft each check payable to the County and shall forward said documents to the Benzie County Sheriff's Office, 505 S. Michigan Ave, Beulah, Michigan 49617, for services that are to be or have been rendered to the C.B.C.A.
11. The Sheriff's Office can optionally provide, at C.B.C.A.'s approval and payment, a Radar Speed Trailer at the cost of \$1,789.00 for the period beginning Saturday, June 1, 2024, to Sunday, September 1, 2024, plus delivery fees of \$300.00, totaling \$2,049.00. Should the C.B.C.A opt in for the Radar Speed Trailer, payment in full for the trailer shall be made with the first 50% deposit due July 3, 2024.

12. The patrols shall begin on Wednesday July 3, 2024, and continue through Sunday, September 1, 2024, or sooner, subject to the needs of the C.B.C.A. Notwithstanding any other provisions in this Agreement to the contrary, either the County, the Sheriff, or the C.B.C.A. may, with or without cause, terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the other party. In the event this Agreement is prematurely terminated, the C.B.C.A. shall pay the County the total sum due for services performed by the Deputy assigned to the C.B.C.A. up to the effective date of termination.
13. Police protection from the Sheriff shall be provided throughout the County and shall not be reduced as a result of this Agreement, or as a result of additional police services provided herein. The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the C.B.C.A. for emergencies that might exist outside the C.B.C.A. to the other party.
14. The Deputy shall not be utilized by the C.B.C.A. for functions or duties other than those of a law enforcement or police protection nature.
15. All Deputies shall be full-time Deputies and be directly accountable to the Sheriff.
16. Police protection from the Sheriff shall be provided throughout the County and shall not be reduced as a result of this Agreement, or as a result of additional police services provided herein. The Sheriff reserves the right to remove any Deputy who is otherwise assigned to the C.B.C.A. for emergencies that might exist outside the C.B.C.A.
17. The County shall provide a motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia, and general police equipment to be used by any Deputy assigned to duty in the C.B.C.A. The Deputy assigned to the C.B.C.A. shall utilize County gasoline pumps to fuel motor vehicle(s).
18. The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in paragraph 1 of this Agreement, as well as general liability and workers' compensation insurance coverage for any Deputy assigned to duty in the C.B.C.A. "Insurance", insofar as vehicles and the Deputy is concerned, means the coverage provided by the County as of the effective date of this Agreement. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the C.B.C.A. immediately.
19. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the C.B.C.A., if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the C.B.C.A. in the performance of this Agreement

shall be the responsibility of the C.B.C.A. and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any C.B.C.A. employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the C.B.C.A. or its employees as provided by statute or court decisions.


In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the C.B.C.A. in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the C.B.C.A. in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the C.B.C.A., or their employees, respectively, as provided by statute or court decisions.

20. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws, regulations, and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the C.B.C.A. shall not discriminate against persons to receive services under this Agreement or 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, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.
21. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Deputy assigned to the C.B.C.A. under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

22. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.
23. Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
24. The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.
25. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
26. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
27. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto and any prior agreements shall be null and void.
28. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
29. The Sheriff shall provide to the C.B.C.A. biweekly accounting of the hours, which the deputies have worked in accordance with this Agreement. These biweekly reports shall include the applicable stationary radar hours so performed and, in addition, tickets and warnings issued.
30. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN **WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie:

Bob Roelofs, Chairman: 

Kyle Rosa, Sheriff _____

C.B.C.A.:

Bill Morrow, Chair C.B.CA _____

Memorandum



To: Board of Commissioners

Copy: Elected Officials
Katie Zeits, County Administrator
Department Heads

From: Jackie Palfey, HR Manager *Jackie Palfey*
Rose Roelofs, Executive Assistant *Rose Roelofs*

Date: February 16, 2024

Subject: **Amending the Equal Employment Opportunity (EEO) Policy**

Attached is an amended draft policy update regarding Equal Employment Opportunity. This policy has been reviewed by our legal counsel before being brought forward to the Board for consideration.

This amended policy is adding a Grievance Procedure under Section 504 of the Rehabilitation Act of 1973. The added section in this policy covers the County on the requirements for a procedure to address complaints related to Title VII of the Civil Rights Act, ADA and the Age Discrimination in Employment Act. Once approved the policy will be added to both Employee Navigator and the Everyone Drive for accessibility.

RECOMMENDATION:

The Board of Commissioners amend the Equal Employment Opportunity Policy to include the Grievance Procedure under Section 504 of the Rehabilitation Act of 1973.



Updated: 2/23/2024

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Purpose

Benzie County is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. Benzie County prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, age, national origin, disability status, protected veteran status, gender identity or sexual orientation and gender identity or expression, or any other characteristic protected by law. Benzie County conforms to the spirit as well as to the letter of all applicable laws and regulations.

Section I-Scope

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between Benzie County and its employees, including:

- Recruitment
- Employment
- Promotion
- Transfer
- Training
- Working conditions
- Wages and salary administration
- Employee benefits and application of policies

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with Benzie County.

Section II-Dissemination and Implementation of Policy

The County Administrator will be responsible for the dissemination of this policy. Directors, managers, and supervisors are responsible for implementing equal employment practices within each department. The Human Resources department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

Section III- Procedures

Benzie County administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees. Advertising for job openings with the statement "We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law."

- Posting all required job openings with the appropriate state agencies.
- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies, or participates in an EEO agency proceeding.
- Requires employees to report to a member of management, Human Resources or the County Administrator any apparent discrimination or harassment. The report should be made within 48 hours of the incident.
- Promptly notifies the County Administrator of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

Section IV-Harassment

Harassment is a form of unlawful discrimination and violates Benzie County policy. Prohibited sexual harassment, for example, is defined as unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment also includes unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:

- Enduring the offensive conduct becomes a condition of continued employment, or
- The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Benzie County encourages employees to report all incidents of harassment to a member of management or Human Resources. Benzie County investigates all complaints of harassment promptly and fairly, and, when appropriate, takes immediate corrective action to stop the harassment and prevent it from recurring.

Section V- Remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state, or federal agencies or the courts.

Section VI- Grievance Procedure under Section 504 of the Rehabilitation Act of 1973

The Grievance Procedure is established to meet the requirements of Section 504. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of a disability in the provision services, activities, programs, or benefits by Benzie County. The County's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number or complainant and location, date and description of the

problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the County Administrator.

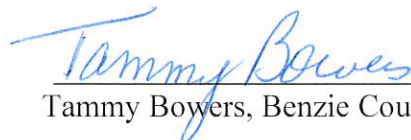
Within 15 calendar days after receipt of the complaint, the County Administrator or their designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the County Administrator or their designee will respond in writing, and where appropriate, in format accessible to the complainant. The response will explain the position of Benzie County and offer options for substantive resolution of the complaint.

If the response by the County Administrator or their designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the County Administrator or their designee.

After receipt of the appeal, the County Administrator or designee will meet with the complainant and Board Chairman to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the County Administrator or designee will respond with a final resolution of the complaint.

All written complaints, appeals, and responses will be retained by Benzie County for at least three years, these can be electronic copies.

I, Tammy Bowers, duly elected Clerk for the County of Benzie, Michigan, do hereby certify that the above policy was adopted by the Benzie County Board of Commissioners at a regular Board meeting held on February 27, 2024.



Tammy Bowers, Benzie County Clerk

Note: This policy may differ for those employees who are members of recognized unions, organizations, or associations. Any questions related to the content of this policy, or its interpretation, should be directed to Human Resources.

Memorandum



To: Board of Commissioners

Copy: Elected Officials
Katie Zeits, County Administrator
Department Heads

From: Jackie Palfey, HR Manager *Jackie Palfey*
Rose Roelofs, Executive Assistant *Rose Roelofs*

Date: February 16, 2024

Subject: **Non-Discrimination on Basis of Handicap Policy**

Attached is a draft policy regarding Non-Discrimination on the basis of handicap. This policy has been reviewed by our legal counsel before being brought forward to the Board for consideration.

This policy extends not to only the employees of Benzie County but also to the general public that interacts with Benzie County. Once approved the policy will be added to both Employee Navigator and the Everyone Drive for accessibility.

RECOMMENDATION:

The Board of Commissioners adopts the Non-Discrimination on Basis of Handicap Policy.



Updated: 2/23/2024

NON-DISCRIMINATION ON BASIS OF HANDICAP

Benzie County does not discriminate on the basis of disability in its hiring or employment practices¹. Benzie County does not inquire about the existence, nature, or severity of a disability to applicants prior to a conditional offer of employment. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be required on a uniform basis for certain job categories, but only after a conditional offer of employment. The results of all medical examinations or information from inquiries about a disability will be maintained on a separate form and in separate medical files and be treated as a confidential medical record to the extent required under law.

Employees with disabilities who believe accommodation is needed to perform their job must notify the Human Resource Manager in writing of the need for reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that an accommodation was needed. Failure to notify or timely notify Benzie County will preclude any claim that Benzie County failed to accommodate a disabled employee. Benzie County will make reasonable accommodations to a qualified applicant or employee with a disability that do not pose an undue hardship. To the extent selection criteria for employment decisions have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

Upon request Benzie County will provide appropriate auxiliary aids and services, including qualified sign language interpreters, assistive listening devices, and alternate formats, whenever necessary to ensure effective communication with members of the public who have hearing, sight, or speech impairments, unless to do so would result in a fundamental alteration of its programs or an undue administrative or financial hardship.

A person who requires an accommodation or an auxiliary aid or service should contact the following officials; interpreter requests should be made as far in advance as possible but no later than 48 hours before the scheduled event: County Clerk, (231)882-9671, Benzie County Clerk, 448 Court Place, Beulah, MI 49617 or Relay Service 1-800- (TDD).

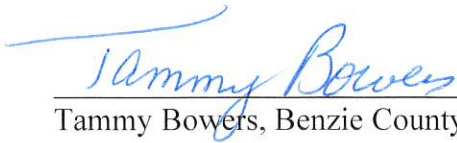
Complaints that a Benzie County program, service, or activity is not accessible to persons with disabilities should be directed to call the County Clerk at (231) 882-9671. Complaints of disability-based discrimination against applicants for Benzie County employment or Benzie County employees should be directed to the County Administrator, (231)882-0558 or benzieadmin@benzieco.gov.

Benzie County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable

¹ Including recruitment, pay, hiring, firing, promotion, job assignment, training, leave, lay-off, benefits, and all other employment related activities.

modifications policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

I, Tammy Bowers, duly appointed Clerk for the County of Benzie, Michigan, do hereby certify that the above policy was adopted by the Benzie County Board of Commissioners at a regular Board meeting held on February 27, 2024, and that related policies are hereby rescinded.



Tammy Bowers, Benzie County Clerk

Note: This policy may differ for those employees who are members of recognized unions, organizations, or associations. Any questions related to the content of this policy, or its interpretation, should be directed to Human Resources.

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator 

Date: February 22, 2024

Subject: **Signing on behalf of Benzie County**

With the retirement of Shelley, we will need to update our allowed signatories of financial documents. The motion below will allow for Suzanne Mills to sign documents and remove Shelley's ability.

As a housekeeping matter, we want to ensure only the appropriate individuals are listed by taking action to name only those individuals.

RECOMMENDATION:

That the Board of Commissioners authorizes Kelly Long, Suzanne Mills, Tammy Bowers, and Kimberly Childs to sign financial related documents for Benzie County.

Items Removed
from Consent
Calendar

Old Business

New Business

Memorandum



To: Board of Commission

From: Katie Zeits, County Administrator *Katie Zeits*

Date: February 22, 2024

Subject: **Change Order – Lower-Level Expansion Project**

I have been presented with a change order to the lower-level expansion project contract to purchase regulators for the gas pressure into the buildings. This was an unanticipated expense and wasn't included as part of the original cost. There will not be any additional change orders to this project as we're near completion. These regulators are needed to control the gas pressure leaving the generator and entering other equipment in the building. Without them, the higher pressure needed for the generator will surge through and ruin other equipment.

I want to note that this project has been close to on time and has been on budget. Rebecca Hubers was a rock star in the County's management of this project and should be applauded.

Recommended Motion:

That the Board of Commissioners authorizes a change order to the Grand Traverse Construction contract for the Lower Level Expansion Project in the total amount of \$13,705.20, with funds available from the Capital Fund and authorizes the Chair to sign.



GRAND TRAVERSE CONSTRUCTION

1714 Northern Star Drive
Traverse City, Michigan 49696
Ph : (231) 929-1000

Change Request

To: Benzie County

Number: 14

Date: 2/19/2024

Job: Benzie County Dispatch

Phone: (231) 929-1000

Description: RCO #14 Elevated Gas Pressure Equipment Requirements

We are pleased to offer the following specifications and pricing to make the following changes:

MEP Bulletin #4 - Elevated Gas Pressure Equipment Requirements

Owner will need to add the following three (3) regulators to throttle back natural gas service and protect building services from elevated pressure.

- 1 - 3" Regulator inside of Existing Meter Rm 019 to serve the building. Set the leaving pressure to match the existing pressure that was leaving the meter. This regulator shall allow 6128 MBH @ the existing pressure to the building.

- 1 - 1" Regulator at DOAS-1 unit on the roof. This regulator shall allow 75 MBH @ 7" to DOAS-1.

- 1 - 2" Regulator at the generator. This regulator shall allow 1,797 MBH @ 11" to the generator.

Permits

HVAC Add: \$12,200.00

Two Hours GTC Supervision Labor Add: \$130.00

OH&P: \$1,239.50

Bonding: \$135.70

TOTAL: \$13,705.20

The total amount to provide this work is \$13,705.20

Submitted by:

Approved by:

Bob Roelofs

Date: Bob Roelofs, Chair

2/27/2024

Representative Rebecca Skiles

Page 1 of 2

Memorandum



To: Board of Commissioners

Copy: Elected Officials
Katie Zeits, County Administrator

From: Jackie Palfey, Human Resource Manager *Jackie Palfey*

Date: February 27, 2024

Subject: **Results of Reclassification- Prosecutor's Office**

The reclassification results have been completed for the following positions in the Prosecutor's Office:

- Victim Advocate
- Prosecutor Office Secretary
 - Recommend name change to Prosecutor Office Administrative Assistant

Victim Advocate factor evaluation scored a Grade 3, Step 1 on the Administrative/Confidential/Technical (ACT) scale. The proposed wage increase for the position would be to \$23.80 an hour, an increase of \$5,690.52 for the remainder of the 23/24 fiscal year.

Prosecutor Office Administrative Assistant factor evaluation scored a Grade 2, Step 1 on the General (GEN) scale. The proposed wage increase for the position would be to \$19.53 an hour, an increase of \$376.13 for the remainder of the 23/24 fiscal year.

Due to the nature of the increase for both positions, the current budget amounts for Federal Taxes, State Taxes, Medicare, and Social Security can be absorbed within the scope of the current budgeted amounts.

The combined increases for the remainder of the 23/24 fiscal year would be \$6,066.65 from the contingency fund, as discussed at budgeting. This pay increase will contribute to our employees' longevity and provide the employee with anticipation of future earnings.

RECOMMENDATION:

The Board of Commissioners approves the wage increases for the above-listed positions with the corresponding name change from the Prosecutor Office Secretary to Administrative Assistant. The County Administrator is to complete the Budget Adjustment of \$6,066.65 from contingency to the corresponding wage line with the wage increases to take effect on March 3, 2024, with no step increases to occur until the 24/25 fiscal year on each of the employee's anniversary.

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: February 22, 2024

Subject: **Approval of Master Bylaws for Economic Development Corporation and Brownfield Redevelopment Authority**

Attached are the master bylaws proposed for the combined Economic Development Corporation and Brownfield Redevelopment Authority. In 2017, the Board of Commissioners took action to combine both the Economic Development Corporation and the Brownfield Redevelopment Authority. Since then, there has been casual work done on combing their bylaws, however they've never been finalized.

I presented the attached master bylaws to the combined committee, and they have approved them as presented. The appropriate next step is to have the Board of Commissioners also approve this document.

These bylaws have been reviewed by our legal counsel and fall in line with other similarly combined agencies in Michigan.

Recommendation:

That the Board of Commissioners approves the Economic Development Corporation and Brownfield Redevelopment Authority bylaws as recommended and approved by the Board on January 19, 2024.



BYLAWS
ECONOMIC DEVELOPMENT CORPORATION OF BENZIE COUNTY
AND THE BENZIE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

PART 1: MASTER BYLAWS

Article 1: Scope

Section 1. Common Board of Directors. The Board of Commissioners of Benzie County have appointed a nine-member board of directors to supervise and control the business and affairs of The Economic Development Corporation of Benzie County. The Board of Commissioners has designated the board of directors of The Economic Development Corporation of Benzie County to serve as the board of directors of the Benzie County Brownfield Redevelopment Authority. Each of those entities is referred to in these bylaws as “a corporation”; they are referred to collectively as “the corporations,” and are also referred to as “EDC” and “BRA.”

Section 2. Bylaws Generally Applicable to Operation of Board in All Capacities. Except as otherwise specifically required by law, or as provided in these bylaws, the master bylaws as set forth in this Part I shall apply to the conduct and operations of the board of directors of The Economic Development Corporation of Benzie County in that capacity and when it acts as the board of directors of the Benzie County Brownfield Redevelopment Authority.

Article 2: Board of Directors

Section 1. General Powers. The business and affairs of each corporation shall be supervised and controlled by a nine-person board of directors.¹

Section 2. Appointment of Directors. Directors are nominated by the Chair and approved by the Board of Commissioners.

Section 3. Tenure of Directors. A director shall serve until their successor has been appointed.

Section 4. Vacancies and Removal of Directors. A seat shall become vacant at the expiration of the term of the incumbent and when his or her successor is appointed and qualified, or upon:

- A. The death of incumbent;
- B. A resignation when accepted by the Board of Commissioners;
- C. The incumbent’s ceasing to qualify for office;
- D. A decision of a competent tribunal that the appointment of the incumbent is void;
- E. Removal of the incumbent by action of the Board of Commissioners for cause as provided by law, including without limitation these circumstances:
 - 1. final conviction of the incumbent of a felony involving moral turpitude, or of an offense involving a violation of an oath of office;

¹ Opinion of Michigan Attorney General, No. 6264, December 11, 1984

2. A judicial determination that the incumbent is legally disabled;
 3. Failure of the director to take the oath or make the affirmation, or file a bond if required, within 10 days after the appointment is effective, or within not more than 30 days, if the board allows;
- F. Unexcused absence from 75% of regular meetings of the board. An absence may be excused only by a majority vote of the board.
- G. Any other event which, by law, creates a vacancy.

Section 5. Conflicts of Interest. Directors shall act in the interests of the corporations and not for personal gain or benefit. A director who has a pecuniary interest in any matter before a corporation shall as required by law disclose his or her interest before the corporation takes any action with respect to the matter. The disclosure shall become part of the official record of the corporation's proceedings. The interested director shall not participate in the board's proceedings relating to the matter unless participation is required by law. Approval of any transaction in which a director has such an interest shall be by vote of not less than two thirds of the full membership of the board of directors without the vote of the interested director. If a question of a director's interest in a matter arises other than by disclosure by the director, the board shall consider and shall by majority vote decide whether a conflict bars the director from participating and voting on the matter. The director whose interest is at issue shall not vote on that question.

Section 6. Ex Officio. Unless otherwise appointed as a regular director of the corporations, a member of the Benzie Area Chamber of Commerce shall serve ex-officio as a non-voting member of the board.

Article 3: Meetings

Section 1. Annual meeting. An annual meeting of the Board of Directors shall be held at the first regular meeting of the new calendar year, for the purpose of electing officers and for the transaction of such other business as may come before the meeting.

Section 2. Regular and Special Meetings. Each year at the annual meeting the board shall adopt a schedule of regular meetings. The schedule shall be posted as required by law. Meetings of the board may also be called by or at the request of the chair, the County Administrator, or any two directors. Meetings of the board shall be public except as provided by the Michigan Open Meetings Act.

Section 3. Notice. Notices of meetings shall be given in accordance with the Open Meetings Act.

Section 4. Waiver of Notice, other requirements. When the board or any committee may take action only after notice to any person or after the passage of a fixed time, the action may be taken without notice and without delay if at any time before or after the action is taken each person entitled to notice and to participate in the action waives notice and other requirements in writing. The waivers shall be part of the permanent record of the proceedings.

Section 5. Quorum. A majority of the directors then in office constitutes a quorum for the transaction of business at any meeting of the board. If less than a majority of the directors is present at a meeting, a majority of the directors present may recess the meeting for not more than

36 hours. Thereafter, it may be reconvened only with notice as required by the Michigan Open Meetings Act. The vote of the majority of directors present at a meeting at which a quorum is present constitutes the action of the board, unless the vote of a larger number is required by law, the articles, or these bylaws.

Section 6. Participation by Communication Equipment. A member of the board or of a committee may participate in a meeting by conference telephone or by similar means by which all participants can hear each other. Such participation in a meeting does not constitute presence in person.

Section 7. Actions as Board of Directors of EDC or BRA. Actions of the board may be taken on behalf only of the EDC and only of the BRA, or on behalf of any combination or all of them, as the sense, context and purpose of the action determine. The capacity in which the board acts on any matter shall be specified in the minutes of the meeting at which the action was taken. A meeting of the board shall be presumed to have been called as a meeting of the board of directors of EDC and BRA unless the notice states otherwise.

Section 8. Rules. Robert's Rules of Order will govern the conduct of meetings.

Article 4. Officers

Section 1. Officers. The officers of the corporations shall be elected by the board from among the directors. There shall be a chair, one or more vice chairs, and a secretary. The board may elect assistant officers. The board may also elect a deputy secretary who need not be a director. The County Treasurer shall serve as the Treasurer of the corporations. Each officer shall hold the same office with respect to both corporations unless otherwise specified in the act of election because of the particular requirements of one of the corporations. Two or more offices may be held by the same person. No officer shall execute, acknowledge or verify an instrument in more than one capacity if it is required to be executed, acknowledged or verified by two or more officers.

Section 2. Election and Term of Office. Elective officers of the corporations shall be elected at the annual meeting to terms commencing on January 1 next after the annual meeting. If the election of officers is not held at that meeting, it shall be held as soon thereafter as convenient. Each officer shall serve one calendar year, or if later until his or her successor is elected and seated, or until his or her resignation or removal. Each officer shall be sworn to the faithful discharge of his or her duties.

Section 3. Removal. An officer may be removed by the board with or without cause to serve the best interests of the corporation.

Section 4. Vacancies. A vacancy in any elective office may be filled at any meeting of the board for the unexpired portion of the term.

Section 5. Chair. The chair shall preside at all meetings and shall perform the duties of

the office as provided by statute, the articles or resolution, and by these bylaws. He or she shall be, ex-officio, a member of all standing committees. He or she may delegate duties to a vice chair.

Section 6. Vice Chairs. There may be one or more vice chairs, who shall perform such duties as are delegated to them by the chair. The vice chair(s) in order of their seniority shall perform the duties of chair in his or her absence or disability. The vice chair shall perform such other duties as the board prescribes.

Section 7. Secretary. The secretary shall attend all meetings of the board, record all votes, and keep permanent minutes of all proceedings. The secretary may delegate the tasks of recording and minute-taking but shall remain responsible for the accuracy and completeness of such records. The secretary shall perform like duties for the standing committees when required. He or she shall perform the duties of secretary as provided by the articles.

Section 8. Treasurer. The County Treasurer shall perform the duties of treasurer as provided in the articles. He or she shall:

- A. work cooperatively with the County Administrator to ensure that investments are made, and records kept in compliance with applicable municipal finance laws and accounting practices;
- B. Render to the board at regular meetings or whenever the board requires, an account of all his or her transactions as treasurer and of the financial condition of the corporations.

Section 9. Delegation of Duties of Officers. Any duty of an officer may be delegated to an assistant, if one has been elected. The board by majority vote may assign powers or duties of an officer to any other officer, or to a director, subject to the requirements of the articles and of any surety.

Section 10. Salaries. The officers of the corporations except the executive director, if one is appointed, shall serve without salary. Officers may be reimbursed actual, reasonable expenses incurred by them in service to the corporations.

Article 5. Committees

The board of directors may designate one or more committees. Each committee of the board shall consist of one or more directors. In no event shall a committee be so large as to constitute a quorum of the whole board. The board may designate one or more directors as alternate members of a committee to replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the others present, whether or not a quorum, may unanimously appoint another director to act at the meeting in place of the absent or disqualified member. Committees and their members shall serve at the pleasure of the board.

A committee may exercise the management powers and authority of the board to the extent provided by the board. In no event shall a committee have the power to: (a) amend the articles of incorporation, (b) recommend to members a dissolution of the corporation or a revocation of dissolution, (c) amend the by-laws of the corporation, or (d) hire or discharge.

Committees of the board shall be presumed to have been established to serve the board in its direction of the EDC and BRA. In establishing a committee, the board may specify in its action that it will be a committee of the board or only one of the corporations.

The board may appoint advisory committees in like manner. Advisory committees may include people who are not directors. No powers or authority of the board may be delegated to advisory committees.

So long as the corporation is charged with the duty of administering the Benzie County Revolving Loan Fund, if present, for economic development, there shall be a standing Revolving Loan Fund Committee which shall serve, and exercise discretion as provided in the fund guidelines.

Article 6. Fiscal Year Budget

Section 1. Fiscal Year. The fiscal year of each corporation shall correspond at all times to the fiscal year of Benzie County.

Section 2. Budget. Annually the board shall propose a budget for each corporation. The budget of each corporation may be adopted by the board only after it has been approved by the Board of Commissioners.

Article 7. Indemnification

Members of the board, officers, and employees shall be indemnified against liabilities incurred in service to EDC and BRA in accordance with applicable Benzie County insurance policies.

Article 8. Amendments

These by-laws may be amended or repealed by the affirmative vote of two thirds of the whole board at any regular or special meeting called for that purpose with at least 30 days' notice, subject to the approval of the Board of Commissioners by resolution.

PART 2. SPECIAL BYLAWS FOR THE ECONOMIC DEVELOPMENT CORPORATION OF BENZIE COUNTY

Article I. Name and Registered Office

Section 1. Name. The corporation is The Economic Development Corporation of Benzie County ("EDC"). The corporation was established by articles of incorporation adopted March 10, 1980, as amended November 20, 2007, all pursuant to the Economic Development Corporations Act, as amended.

Section 2. Registered Office. The corporation's registered office is at 448 Court Place, Beulah, MI 49617.

Article 2. Purposes and Powers

Section 1. Purposes. The corporation exists to promote economic development in Benzie County as provided in Section 2 of the act and in Article II of the articles.

Section 2. Powers. The corporation has the powers enumerated in the act and in the articles, and all the powers of Michigan corporations generally, unless limited by law. It may undertake one or more “projects” within the meaning of the act. It may act as agent for’ other public authorities, except for Benzie County which requires Board of Commissioner approval. Its board of directors may act as the board of directors for the Benzie County Brownfield Redevelopment Authority (“BRA”).

PART 3. SPECIAL BYLAWS FOR THE BENZIE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Article 1. Name and Registered Office

Section 1. Name. The corporation is the Benzie County Brownfield Redevelopment Authority (“BRA”). The corporation was established by resolution of the Benzie County Board of Commissioners on June 19, 2012, all pursuant to the Brownfield Redevelopment Financing Act, as amended.

Section 2. Registered Office. The corporation’s registered office is at 448 Court Place, Beulah, MI 49617.

Article 2. Purposes and Powers

Section 1. Purposes. BRA exists to identify and treat environmentally distressed areas, including those which are functionally obsolete or blighted, in order to promote revitalization in Benzie County, which is congruent with the limits of Benzie County.

Section 2. Powers. BRA has the powers enumerated in the act and in the resolution, and all the powers of Michigan corporations generally, unless limited by law. It may undertake one or more “brownfield plans” within the meaning of the act and may establish a local site remediation revolving fund.

Approved by EDC/BRA: January 19, 2024

Approved by Board of Commissioners:

**BYLAWS OF
THE ECONOMIC DEVELOPMENT CORPORATION
OF THE COUNTY OF BENZIE**

ARTICLE I

Offices

- Section 1. **Registered Office.** The Corporation shall have and continuously maintain in the State of Michigan a registered office, and a registered agent whose office is identical to such registered office, as required by the statutes of the State of Michigan. The registered office may be, but need not be, identical with the principal office in the State of Michigan, and the address of the registered office and the registered agent may be changed from time to time by the Board of Directors. Unless and until so changed, the registered office of the Corporation is Government Center - 448 Court Place, Beulah, Michigan 49617.
- Section 2. **Other Offices.** The Corporation may have such other offices as the Board of Directors may determine, or the affairs of the Corporation may require from time to time.

ARTICLE II

Board of Directors

- Section 1. **General Powers.** The affairs of the Corporation shall be managed by its Board of Directors.
- Section 2. **Annual Meeting.** An annual meeting of the Board of Directors shall be held at the first regular meeting of the new calendar year, at the hour of ten thirty (10:30) a.m. (amended 4/17/02), for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a regular or special meeting of the board of Directors as soon thereafter as conveniently may be.
- Section 3. **Regular Meetings.** Regular meeting of the Board of Directors shall be held at such time as the Board of Directors determines at its annual meeting. No further notice of the regular meetings of the Board shall be required to be given to the Directors. Within ten (10) days after the annual meeting, public notice, as herein provided, will be posted

stating the dates and times of the Directors' regular meetings for the remainder of the year. If there is a change in the schedule of regular meetings, there shall be posted, as herein provided, within three (3) days after the meeting at which the change is made, a public notice stating the new dates and times of its regular meetings.

Section 4. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chairperson, the Secretary or any two (2) Directors. The Secretary shall give notice of the time and place of such meeting and said notice is to be posted pursuant to Section 7 (e).

Section 5. **Notice of Special Meetings.** Notice of any special meeting of the Directors shall be given by written notice delivered personally or sent by e-mail or fax at least three (3) days previous thereto or sent by mail at least four (4) days previous thereto to each Director at his or her address as shown in the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail or fax, such notice shall be deemed to be delivered when sent.

Section 6. **Waiver.** Any Director may waive notice of any meeting either before or after such meeting. Attendance of a Director at a meeting constitutes waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless otherwise required by these Bylaws.

Section 7. **Public Notice.**

(a) A public notice shall always contain the name of the Corporation, its telephone number if one exists, its registered office and the date, time and place of any meeting announced therein.

(b) A public notice for the Corporation shall always be posted at its registered office and the offices of the County of Benzie if these are different.

(c) Upon the written request of an individual, organization, firm, or corporation, and upon the requesting party's payment of a yearly fee of not more than the reasonable estimated cost for printing and

postage of such notices, the Corporation shall send to the requesting party by first class mail a copy of any notice required to be posted.

(d) Upon written request, the Corporation, at the same time a public notice of a meeting is posted, shall provide a copy of the public notice of that meeting to any newspaper published in the state and to any radio and television station located in the state, free of charge.

(e) Public notice of rescheduled regular or special meetings of the Directors shall be posted at least 18 hours before the meeting. Any meeting recessed for more than 36 hours shall be reconvened only after such notice. Nothing in this section shall bar the Directors from meeting in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the Directors serving decide that delay would be detrimental to efforts to lessen or respond to the threat.

Section 8. **Public Meetings.**

(a) Meetings of the Directors shall be open to the public and shall be held at the Government Center - 448 Court Place, Beulah, Michigan 49617, unless otherwise directed by the Board. All persons shall be permitted to attend any meeting except as otherwise provided in Section 9.

(b) All decisions of the Directors shall be made at a meeting open to the public.

(c) All deliberations of the Directors constituting a quorum of its members shall take place at a meeting open to the public except as otherwise provided in Section 9.

(d) A person shall not be required as a condition to attendance at a meeting of the Directors to register or otherwise provide his name or other information or otherwise to fulfill a condition precedent to attendance.

(e) A person shall be permitted to address a meeting of the Directors under rules to be established and recorded by the Directors.

(f) A person shall not be excluded from a meeting of the Directors except for a breach of the peace actually committed at the meeting.

Section 9. **Closed Meetings.** The Directors may meet in closed session only for the following purposes:

- (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a Corporation officer, employee, staff member, or individual agent, when the named person requests a closed hearing.
- (b) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- (c) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (d) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Corporation.
- (e) To review the specific contents of an application for employment or appointment to a public office when the candidate requests that the application remain confidential. However, all interviews by the Directors for employment or appointment to a public office shall be held in an open meeting.
- (f) A two-thirds (2/3) roll call vote of members appointed and serving shall be required to call a closed session except when it involves a Corporation officer, employee, staff member or individual agent.

Section 10. **Minutes of Meetings.**

- (a) The Corporation shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting.
- (b) Minutes shall be public records open to public inspection and shall be available at the address designated on posted public notices pursuant to Section 9. Copies of the minutes shall be available to the public at the reasonably estimated cost for printing and copying.
- (c) Proposed minutes shall be available for public inspection not more than eight (8) business days after the meeting to which the

minutes refer. Approved minutes shall be available for public inspection not later than five (5) business days after the meeting at which the minutes are approved by the Directors.

Section 11. **Quorum and Voting.** A majority of the members of the Board then in office shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a meeting at which a quorum is present shall constitute the action of the Board of Directors unless the vote of the larger number is required by statute, the Articles of Incorporation or elsewhere in these Bylaws.

ARTICLE III

Committees

Section 1. **Committees of Directors.** The Board of Directors, by resolution adopted by a majority of the Directors at any meeting, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees shall have and exercise such authority as shall be granted to them by such resolution; provided such committees shall not have any power or authority reserved to the Board of Directors by the Articles, Bylaws, statutes or other law; provided further that said committees shall not amend the Articles of Incorporation, adopt an agreement of merger or consolidation or an agreement for the sale, lease or exchange of all, or substantially all of the Corporation's property and assets, dissolve the Corporation, or amend the Bylaws of the Corporation. All actions by the committees shall be subject to approval by the Board of Directors. Except as otherwise provided in such resolution, the members of such committees shall be Directors of the Corporation and the Chairperson shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever, in their judgment, the best interests of the Corporation shall be served by such removal.

Section 2. **Terms of Office.** Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. **Chairperson.** One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.

Section 4. **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE IV

Contracts, Checks, Deposits, and Funds

Section 1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Corporation in addition to the officers so authorized by the Articles of Incorporation or these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. **Checks and Drafts.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of Benzie County and/or Benzie County EDC, shall be signed by the Treasurer or their designee.

Section 3. **Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of Benzie County EDC in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. **Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE V

Books and Records

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any Director, or his or her agent or attorney for any proper purpose at any reasonable time.

ARTICLE VI

Fiscal Year

The Fiscal year of the Corporation shall run concurrent with the fiscal year of Benzie County Government – Starting on 01 October and ending on 30 September.

ARTICLE VII

Seal

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words “Corporate Seal.”

ARTICLE VIII

Conflict of Interest and Disclosure

Section 1. Subject to Section 2 of this Article, a Director, officer or employee of the Corporation shall not:

(a) Be a party, directly or indirectly to any contract between himself or herself and the Corporation; or

(b) Directly or indirectly solicit any contract between the Corporation and (1) himself or herself; (2) any firm (meaning a co-partnership or other unincorporated association) of which he or she is a partner, member or employee; (3) any private corporation in which he or she is a stockholder owning more than 1% of the total outstanding stock of any class where such stock is not listed on a stock exchange or stock with a present total market value in excess of \$25,000 where such stock is listed on a stock exchange or of which he or she is a director, officer, or employee; or (4) any trust of which he or she is a beneficiary or trustee; nor shall he or she take any part in the negotiations for such a contract or the renegotiation thereof or amendment thereto or in the approval thereof; nor shall he or she represent either party in the transaction.

Section 2. A Director, officer or employee of the Corporation shall not be subject to Section 1 of the Article with respect to any contract described in

Section 1, provided:

(a) The Director, officer or employee is not paid for working more than an average of 25 hours per week for any public entity, including the State of Michigan, all agencies thereof, any public body corporate with the State, including all agencies thereof, or any non-incorporated public body within the State of whatever nature, including all agencies thereof;

(b) The Director, officer or employee discloses his or her pecuniary interest in the contract to the Corporation; and

(c) The contract is approved by a vote of two-thirds (2/3) of the Board of Directors without the vote of any interested Director.

Section 3. A Director shall:

(a) Promptly disclose to the Corporation any direct interest in any matter before the Corporation prior to the Corporation taking any action with respect to such matter; and

(b) Refrain from participation in the Corporation's proceedings relating to the matter.

Section 4. All disclosures pursuant to Sections 2 and 3 of this Article shall be made a matter of record in the official proceedings of the Corporation.

ARTICLE IX

Reporting, Public Access to Records

Section 1. The Corporation shall report to the Board of Commissioners after its annual meeting, which report shall fully describe the activities of the Corporation including a statement of all revenues and expenditures since the previous report.

Section 1(a) An edited copy of all loan applications approved by the EDC will be provided to the County Board of Commissioners on an informational basis. An edited copy is used to protect the loan applicant's privacy regarding financial information.

Section 2. The financial records, accountings, audit reports, and other reports of

public moneys under the control of the Corporation shall be public records and open to inspection.

Section 3. The Corporation shall make available not more than 120 days after the conclusion of the Corporation's operating year a statement of all its revenues and expenditures for the year and shall distribute copies of the report upon request.

ARTICLE X

Amendments to Bylaws

Amendments to these Bylaws may be approved by a majority of the Directors present at any regular meeting or at any special meeting, if at least five (5) days written notice is given of intention to amend these Bylaws at such meeting.

ARTICLE XI

Transition From Former Bylaws to These Bylaws

Section 1. EFFECTIVE DATE.

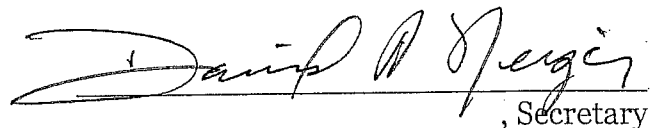
These Bylaws, as amended, shall become effective September 20, 2006 subject to the following provisions.

Section 2. REPEAL OF FORMER BYLAWS.

All Bylaws heretofore existing and in effect are hereby cancelled and are hereby absolutely repealed effective September 20, 2006, which is the effective date of these Bylaws.

Certification

I hereby certify that the above Bylaws were amended on the 20th day of September, 2006 by vote of the Board of Directors.


, Secretary

BYLAWS OF THE BENZIE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

ARTICLE I: Name and Registered Office

The name of the Authority is the Benzie County Brownfield Redevelopment Authority (the "Authority"). Its business office is 448 Court Place, Beulah Michigan 49617. The Authority is a public body corporate and an instrumentality of Benzie County, a Michigan political subdivision

ARTICLE II: Establishment, Legal Basis and Mission

The Authority was established by action of the Benzie County Board of Commissioners on June 19, 2012, and operates in accordance with the Michigan Brownfield Redevelopment Financing Act, Public Act 381, MCL 125.2651 *et seq.*, (the "Act"), as amended from time to time. In accordance with the Act, the Authority's mission is to facilitate the development and implementation of brownfield plans; to create and oversee brownfield redevelopment districts, to promote the revitalization redevelopment and reuse of certain property, including but not limited to tax-reverted, blighted or functionally obsolete property; permit the issuance of bonds and other evidences of indebtedness; to authorize the acquisition and disposal of certain property; and to use certain tax increment financing, as permitted under the Act.

ARTICLE III: Powers and Duties of the Authority

The Authority, acting in accordance with the Act, other statutes and its own By-Laws, may do any of the following:

1. Adopt, amend or repeal bylaws for the regulation of its affairs and the conduct of its official business.
2. Incur and expend funds, as allowed by the Act, to pay or reimburse a public or private person for eligible costs of eligible activities attributable to an eligible property.
3. In accordance with Section 8 of the Act, incur costs and expend funds from the local site remediation revolving fund for authorized purposes, and as approved by the Benzie County Board of Commissioners.
4. Enter into contracts related to the exercise and performance of the Authority's powers and duties, including by way of example, lease purchase agreements, land contracts, installment sales agreements, loan agreements, and service contracts.

5. On terms and conditions, and in a manner and for consideration the authority considers proper, or for no monetary consideration, own, mortgage, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in the property, that the authority determines are reasonably or necessary to achieve the purposes of this act, and grant or acquire licenses, easements, and options with respect to the property.
6. Acquire, maintain, repair, or operate all devices necessary to ensure continued eligible activities on eligible property.
7. Accept grants and donations of property, labor, or other things of value from a public or private source.
8. Incur costs in connection with the performance of its authorized functions, including, but not limited to administrative costs and architect, engineer, legal, or accounting fees.
9. Study, develop, and prepare the reports or plans the authority considers necessary to assist in the exercise of its powers under this act and to monitor and evaluate the progress under this act.

ARTICLE IV: Board of Directors

1. *Board:* As provided in the Act, the business affairs of the Authority shall be overseen by a Board of Directors ("Board" or "members").
2. *Membership:* The Board shall consist of no fewer than five (5) and no more than nine (9) members, nominated by the Chairman of the Benzie County Board of Commissioners and approved by the County's Board of Commissioners, and shall have powers as provided by statute (MCL 125.2651 *et seq.*) or as provided in these bylaws.
3. *Terms:* Board members shall normally serve for a period of three (3) years. To the extent practicable, members' terms shall be staggered so that approximately one third of members' terms expire in a given year. A board member may be re-appointed for one or more successive three year term(s). A member whose term has expired may continue to hold office until reappointed, or until a successor has been appointed.
4. *Officers:* The Board shall nominate and elect one of their membership as chairperson and another as vice-chairperson. The members may elect other officers of the board as they consider necessary. Officers may be removed from office by a majority vote of the Board.

5. *Treasurer:* The Treasurer shall have custody of the Authority's funds and securities. As necessary and proper, the Treasurer shall endorse in the name of the Authority collections, notes checks and other obligations, and deposit them to the credit of the Authority in the bank or account designated by the Authority. The Treasurer shall sign all receipts and vouchers for payments made to the Authority. The Treasurer, or other authorized Board member(s), shall sign all checks, promissory notes or other obligations of the Authority. The Treasurer shall keep full and accurate records of all monies received or disbursed by him or her, and shall render a statement of cash accounts when requested by the Board.
6. *Vacancy:* In the event of a vacancy on the Board, due to resignation, incapacity, death or removal, the Board shall notify the Chairman of the Benzie County Board of Commissioners of such vacancy, requesting that an individual be appointed to fill the remainder of the term.
7. *Delegation of Operational Duties:* Day to day operation of the affairs of the Authority shall be delegated to, and managed by, the Authority's Executive Director, who shall act in accordance with the Act at the direction of the Board, and who shall regularly report to and serve at the pleasure of the Board.
8. *Compensation:* Members shall serve without salary but may be reimbursed for their actual expenses incurred in accordance with the performance of their official duties.
9. *Quorum:* A majority of the board members then in office shall constitute a quorum for the transaction of business at any legally noticed meeting of the Board. A majority of a quorum of the Board may adjourn the meeting without further notice. A majority vote of a quorum shall constitute official Board action, unless a larger majority is required by statute or in these bylaws.
10. *Committees:* A quorum of the Board may create advisory or investigative committees consisting of less than a majority of the full board. Committees serve at the pleasure of the Board, and may be disbanded by a vote of a quorum of the Board. Each Committee shall designate its chair and meeting schedule. A Committee shall present reports to the full Board as requested by the President, or on its own initiative.
11. *Removal:* After notice and an opportunity to be heard, a member of the board may be removed *before the* expiration of his or her term for cause by the Board of Commissioners. Cause shall include, but not be limited to, three non-excused absences.

12. *Conflict:* A member who has a direct or indirect interest in any matter before the Authority shall disclose his/her interest as soon as he/she becomes aware of the real or apparent conflict. Such disclosure shall become part of the record of the Authority's official proceedings. The interested Director shall refrain from participation in the discussion or vote regarding such matter. If a member is uncertain whether a conflict exists, he or she should err on the side of disclosure.

Article V: Meetings

1. *Open Meetings Act:* The Authority shall adhere to the applicable requirements of the Michigan Open Meetings Act ("OMA") to the extent required by law.
2. *Voting in Open Session:* All formal actions of the Board shall be taken by vote in open session.
3. *Meeting Schedule:* Meetings of the Board shall ordinarily be held at regular place and time to be determined annually by the Board. With proper notice, other meeting dates, times and locations for regular meetings may be set, in the discretion of the Board. All meetings shall be scheduled and posted as provided in the Open Meetings Act.
4. *Minutes:* Minutes shall be taken by the Authority's Executive Director, or by a member of the Board. Minutes shall document the date, time, and place of the meeting; members and staff absent, present or late; members absent, and any motions or decisions made. Draft minutes and approved minutes shall be made available to the public within the time requirements established by the Open Meetings Act (OMA). Notwithstanding the foregoing, minutes shall be made available, by mail, delivery or electronic transmission, to each Board member at least 48 hours in advance of the next regular Board meeting.
5. *Special Meetings:* Special meetings of the Board may be called by the Board President, or at the written request of three (3) Board members. Notice of the special meeting shall be delivered at least forty-eight (48) hours in advance to each member of the Board by mail, hand delivery to the member or at the member's residence, or email transmission. A member's attendance at a special meeting shall be deemed a waiver of notice. The time, date and location of the special meeting shall be noticed to the public in accordance with the OMA.
6. *Closed Session:* The Board may meet in closed session only for those purposes for which a closed session is permitted under the OMA. The vote to enter into a closed session shall comply with the requirements of the OMA.

7. *Hearings:* For occasions where the Board convenes in the capacity of a quasi-judicial body, the Authority shall create and follow written guidelines for such hearings.
8. *Agenda:* The agenda for regular and special meetings shall be created by the Authority's Executive Director, in consultation with the presiding officer or other members.
9. *Rules:* The Board shall operate under Robert's Rules of Order. To the extent that Robert's Rules of Order conflict with the Board's by-laws or an applicable statute, the by-laws or statute shall prevail. The Board may appoint a member, its legal counsel, or other individual, to act as parliamentarian. In ordinary circumstances, a member should not make rulings as parliamentarian on any issue or question that may require that member's active participation or vote.
10. *Chair:* The Board President, or in his/her absence, designee, shall chair regular and special meetings.
11. *Items:* Generally, meetings will include the call to order, roll call, presentation and approval of minutes, presentation and approval of committee and officers' reports (e.g. Treasurer's report), public comment, old and new business, discussion and voting (or other disposition) on action items, members' comments, and motion for adjournment.
12. *Freedom of Information Act:* The Authority shall fully comply with the Michigan Freedom of Information Act ("FOIA") in regard to minutes, records and other provisions of the Act. The Authority shall designate and publicize the name of a staff member to serve as FOIA coordinator.

ARTICLE VI: Finances

1. *Public Record:* All financial records of the Authority shall be open to the public in accordance with applicable law.
2. *Fiscal year:* The Authority's fiscal year shall be the same as the fiscal year of the County of Benzie.
3. *Budget:* The Board shall prepare, review and approve a budget prior to the commencement of each fiscal year.
4. *Audit:* The Board shall cause to be conducted an annual audit of its accounts.
5. *Bond:* Any Board member or agent authorized to receive or disburse Authority funds shall be required to furnish a bond of not less than twenty thousand dollars

(\$20,000.00) from a bonding agency acceptable to the Board. The Authority shall bear the cost of the bond.

6. *Payments:* All checks, drafts and orders for payments shall be signed in the name of the Authority and shall be counter-signed by such officers or agents duly authorized by the Authority.
7. *Contracts and conveyances:* Contracts or conveyances duly authorized by the Board shall be executed in the name of the Authority by the Chairperson and the Treasurer, or other individual so authorized by the Board.

Article VII: Indemnification

1. Each person who serves or served as a member, director, officer, agent or committee member of the Authority ("protected persons") shall be indemnified by the Authority to the fullest extent legal under the law of the State of Michigan. The Authority shall purchase, or cause to be purchased, an insurance policy to provide a defense for protected individuals in any lawsuit, claim, or other legal or administrative action filed against the protected person, providing that the protected person is sued in his or her official capacity, or because of his or her status with the Authority, or was acting in his or her official capacity with the Authority for the acts(s) alleged. Such policy shall be maintained in force regardless of whether the Authority would be precluded from indemnifying the protected person against such liability, if established.
2. In the event of a relevant change in the laws of the State of Michigan relevant to this Article, this Article shall be interpreted to provide protected persons the broadest protection allowed by law.

Article VIII: Bylaws

1. These Bylaws shall become effective after review and approval by the Board.
2. Upon the adoption of, or revision to, these bylaws, a copy shall be distributed to each member of the Board, who shall acknowledge its receipt in writing. Each new member of the Board shall, upon assuming office, receive and acknowledge the receipt of a copy of these bylaws.
3. A two thirds majority of a quorum of the Board is required to adopt or amend these bylaws.
4. These bylaws and any future revisions thereto shall not become effective until ratified by the Benzie County Board of Commissioners.

Article IX: Conflicting Provisions

If there is any conflict between these bylaws and any provision of the Act, as presently existing or as amended, the provision of the Act shall prevail.

Adopted this day of , 2013.

Benzie County Brownfield Redevelopment Authority

Chairperson

Vice Chairperson

Approved this 2nd day of July, 2013.

Benzie County Board of Commissioners

Donald R. Tanner
County Board Chairman

Dawn Olney
County Clerk

Memorandum



To: Board of Commission

From: Katie Zeits, County Administrator

A handwritten signature in blue ink, appearing to read "Katie Zeits", is written over the printed name.

Date: February 22, 2024

Subject: **Agreement Extension - Fieldwork for Equalization Studies**

In 2023, the Board authorized an agreement with Dr. Mark Holley to complete required fieldwork for Equalization Studies. Dr. Holley has done an exceptional job and completed his work accurately and ahead of schedule. Equalization Director Brianne Lindsay and I have discussed Dr. Holley performing these services again in 2024 and 2025.

In past years, Equalization was able to handle these services themselves. In Michigan, one must possess a certain level of license and have training to perform this fieldwork. The current makeup of our Equalization Department does not allow for this to be done in-house. I've also discussed Equalization with other counties in Michigan, and contracting for fieldwork is becoming more common with the shortage of qualified staff statewide.

Therefore, I recommend moving forward with an extension of the existing services agreement with Dr. Mark Holley for fieldwork services for 2024 and 2025, including a slight increase from \$23,300 to \$24,500, annually.

Recommended Motion:

That the Board of Commissioners approves a two-year agreement with Dr. Mark Holley, Complete Appraisal Service, in the total annual amount of \$24,500, such agreement subject to approval as to its form by legal counsel and authorizes the Chair to sign.

CONTRACT FOR PROFESSIONAL SERVICES

BENZIE COUNTY, MICHIGAN

THIS AGREEMENT is by and between Benzie County, Michigan, a Michigan Governmental Jurisdiction, herein called the "County", located at 448 Court Place, Beulah, MI 489617, and Dr. Mark Holley, Complete Appraisal Service, 111 E. Front Street, Ovid, Michigan 48866, the "Contractor", by their undersigned authorized officers.

The parties agree as follows:

The County engages the Contractor to provide appraisal/assessing services including field work for the 2024 Equalization Studies for 2025 Equalization.

The Contractor represents that it is familiar with the skills and techniques pertaining to appraisal/assessing and is capable of performing those tasks.

The County and the Contractor, in consideration of the following, agree as follows:

1. A. The CONTRACTOR agrees to complete the following tasks on or before September 30, 2024
 - i. Inspect approximately 139 Commercial, 23 Industrial and 71 Agricultural properties. The sample properties will be selected by the County Equalization Department.
 - ii. Measure buildings and site improvements
 - iii. Observe class, condition, percent good etc. for appraisal
 - iv. Photograph building improvements with digital photography equipment and download digital photos to database.
 - v. Interview property owners
 - vi. Analyze parcels for Size
 - vii. Enter observed characteristics for sample properties into BS&A software. Enter land and building sketches as needed to complete the property record card for each parcel.

Upon completion of the above items to the satisfaction of the County's Equalization Director, payment of \$24,500 shall be made to the Contractor within seven (7) days of receipt of an invoice for payment.

viii. ECF parcels will be inspected for an additional fee.
2. The County agrees to reasonably cooperate with the Contractor in providing direction and data needed to complete the tasks.
3. Each of the parties shall be responsible for their respective acts and omissions resulting in liability claims for loss due to personal injury, death and property damage of any nature to either of them or to other, and related fees and costs, arising out of their respective performances under this Agreement, and each agrees to hold the other harmless and to indemnify

the other for damages and expenses arising from such claims.

4. The Contractor further represents that it is an independent contractor, that its employees, officers agents, and sub-contractors are not employees of the County or local jurisdictions within the County. The Contractor will comply with all provisions of applicable Worker's Compensation and Unemployment Compensation Laws, and applicable rules and regulations. The Contractor agrees to comply with all applicable local, State and Federal tax reporting and compliance regulations and shall make all Worker's Compensation and Unemployment Compensation taxation payments required or incidental to this contract and the work to be performed hereunder.
5. The Contractor, as an independent contractor, hereby further agrees to save and hold harmless the County from any and all claims, payments, demands, obligations and damages arising from any cause whatsoever from its failure to comply with any and all applicable local, State and Federal taxation, Worker's Compensation or other such requirements.
6. Prior to the commencement of work hereunder, the Contractor shall furnish the County certificates of its current professional, and personal injury and property damage liability and Worker's Compensation insurance for all of its activities under this Agreement, in limits acceptable to the County. The certificates shall provide that the County shall receive thirty days written notice in advance from the insurers of cancellation of any such coverage. Clinton County shall be named as an additional insured on any liability insurance policy.
7. The Contractor covenants for itself and its officers, agents and employees that it will not to discriminate against any 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 other classification protected by Federal or State law.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, where permitted by this Agreement and is not assignable without the written consent of all parties, which may be granted or withheld in each party's sole discretion.
9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. The validity, performance and construction of this Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan applicable to contracts made and to be performed therein. Any action or lawsuit with respect to breach of this Agreement shall be brought solely in the courts for the Count yof Clinton and the parties waive any other right to jurisdiction or venue in a different State or Federal court or forum.

11. All written communications with and reports and invoices to the County shall be addressed to:

Mrs. Brianne Lindsay
Equalization Director
448 Court Place,
Beulah, MI 489617

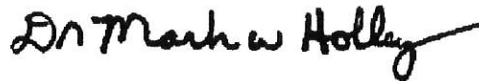
12. All written communications to the Contractor shall be addressed to:

Dr. Mark Holley, Complete Appraisal Service
111 E. Front Street
Ovid, MI 48866
Phone: (989) 834-5611
Email: Holleyassessing@gmail.com

13. This Agreement contains the entire understanding and agreement between the parties regarding the subject of this Agreement and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. No addition to or modification of this Agreement or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by the County and the Contractor.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed in duplicate original on the date set forth below.

COMPLETE APPRAISAL SERVICE



Dated: 02/27/2024

Dr. Mark Holley

CLINTON COUNTY

Dated: _____

Brianne Lindsay, Equalization Director

Dated: _____



Bob Roclofs, Board of Commissioners

Dated: _____

Katie Zeits, Administrator

Memorandum



To: Board of Commissioners

From: Rose Roelofs, Executive Assistant *Rose Roelofs*

Date: February 15, 2024

Subject: **Establish an Ad Hoc Committee for the Manistee-Benzie Centra Wellness Board**

There are two expiring seats on the Manistee-Benzie Centra Wellness Board. The positions are currently held by Donald Tanner and Paula McLain, expiring on March 31, 2024. We have advertised these positions on our website, and in the newspaper. Since posting these positions, no new applicants have applied but the incumbents have submitted their request for reappointment.

Attached are the letters of interest in reappointment from Donald Tanner and Paula McLain.

County Policy allows the Board to forego an ad hoc interview committee if it's done its due diligence to advertise the position openings.

Appointments are for 3-year terms expiring 03/31/2027.

Recommended Motion:

That the Board of Commissioners reappoint Donald Tanner and Paula McLain to a three-year term, expiring March 31, 2027, on the Manistee-Benzie Centra Wellness Board.

-or-

That the Board of Commissioners establishes an ad hoc interview committee to make recommendation regarding two three-year terms on the Manistee-Benzie Centra Wellness Board and that the Board of Commissioner Chair, Commissioner_____, Commissioner_____, Administrator designee, and a representative from the Manistee-Benzie Centra Wellness Board be appointed to such committee.

Benzie County
Application to Committee Appointments



Thank you for your interest in serving on one of Benzie County's Committees! Volunteers help to secure our community's future, promote its enhancement, and some may even pay a per diem and mileage.

Board/Committee you are interested in serving (indicate up to three): CENTRA WELLNESS NETWORK

(MANISTEE BENZIE COMMUNITY MENTAL HEALTH) BRD.

Name: DONALD R. TANNER

Residential Address: 7467 HOADLEY RD BENZONIA MI 49616
(Street) (City) (State) (Zip)

E-Mail Address: DRTANNERBUZ@GMAIL.COM

Preferred Phone No.: 231-383-3623 Additional Phone No.: 231-882-7266

Occupation: FISHING GUIDE, MARINE MECHANIC, (if retired, please provide your career)
CARPENTER

Before submitting your application, please be sure to attach a brief letter indicating the following:

- Why are you applying for a committee seat?
- How do you believe your appointment would benefit the county?
- Describe your involvement in the community at any capacity.
- Any other helpful information relevant to your application.

While it is not required, a resume is helpful in the recruitment process for the committees.

☐ YES ☒ NO Are you in default to the County?
If yes, please note applicants in default to the County are not eligible for consideration.

☒ YES ☒ NO Do you or immediate family members currently serve on a County board or committee?
If yes, which board? I AM CURRENTLY SERVING ON THE CWN BRD.

☐ YES ☒ NO Are you a veteran? IF I HAVE NO IMMEDIATE FAMILY SERVING ON ANY COUNTY BRD. OR COMTEE.

☒ YES ☐ NO Did you attach the required letter outlining the items requested above?

The applicant acknowledges that the County may be required from time to time to release records in its possession. The applicant hereby gives permission to the County to release any records or materials received by the County from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq. The applicant further acknowledges the Benzie County Committees and appointments policy and agrees to it.

Donald R. Tanner
Signature

12/26/23
Date

Please return your application, letter, and optional resume to the Benzie County Administration Office, 448 Court Place Beulah, MI 49617 or email benzieadmin@benzieco.net. If you have any questions, please feel free to contact our office at (231) 882-0035. Again, thank you for your interest!



**NORTHERN MICHIGAN
GUIDE SERVICE**

&

CLAYBANK OUTFITTERS

7467 Hoadley Road • Benzonia, MI 49616
(231) 882-7266



December 26, 2023

Benzie County Board of Commissioners
Benzie County Government Center
448 Court Place
Beulah, Michigan 49617

Honorable Commissioners:

I would like to take the opportunity to make application for the Centra Wellness Network Board of Directors (CWNB), The board formally known as the Manistee-Benzie Community Mental Health Services Board. I am currently serving as chair of the CWNB.

The particular vacancy that I am interested in is that of a secondary consumer of mental health services per the membership requirements of Community Mental Health (CMH) Boards as directed in the Michigan Mental Health Code.

Many of you are aware of the fact that Rae Ann, my wife, and I are the parents of Sheridan Tanner. Sheridan is classified as Mildly Cognitively Impaired / Developmentally disabled (MCI/DD). He has Trisomy 21, also known as Down Syndrome. Sheridan is also hearing impaired and within the scope of the diagnoses has qualified to receive services. Personally, I prefer to use the term "differently abled" as Sheridan has grown into an active and vibrant member of the community.

My qualifications for this position are extensive and include many years of service on our CMH Board of Directors and as an advocate for persons with disabilities and mental illness. My advocacy transcends our local community and I am currently working on projects that are regional in nature. I am one of the three representatives appointed to the Northern Michigan Regional Entity Board (NMRE) by the CWNB in that capacity serving as chair and also on its policy committee. The NMRE is our regional mental health board and funder of our local services for mental health and substance use disorders (SUD). Also I have been very active in statewide advocacy and deeply involved in the current restructuring of healthcare delivery in the State of Michigan. I have always been an advocate for funding equity within the mental health system, and I am determined to get our share of dollars for our consumers. We are now seeing some activity on the State level in addressing this issue and I promise to continue to play a significant role in that process. Recently I was also appointed by our region to the By-Laws Committee of the Mental Health Association of Michigan to help review those documents. Institutional knowledge and continuity of representation are still very, very important factors to be considered in your appointment.

I would appreciate your consideration for my reappointment to another three year term to the Centra Wellness Network Board of Directors as a secondary consumer.

Thank You.

Sincerely,

Donald R. Tanner
Consumer Advocate

Benzie County
Application to Committee Appointments



Thank you for your interest in serving on one of Benzie County's Committees! Volunteers help to secure our community's future, promote its enhancement, and some may even pay a per diem and mileage.

Board/Committee you are interested in serving (indicate up to three): Centra Wellness Board

I am currently on the board.

Name: Paula C. McLain

Residential Address: 1279 Carlson Rd. Frankfort MI 49635
(Street) (City) (State) (Zip)

E-Mail Address: mclainpm@yahoo.com

Preferred Phone No.: 231-392-4377 Additional Phone No.:

Occupation: BS, RN (if retired, please provide your career)

Before submitting your application, please be sure to attach a brief letter indicating the following:

- Why are you applying for a committee seat?
- How do you believe your appointment would benefit the county?
- Describe your involvement in the community at any capacity.
- Any other helpful information relevant to your application.

While it is not required, a resume is helpful in the recruitment process for the committees.

YES ☒ NO Are you in default to the County?
If yes, please note applicants in default to the County are not eligible for consideration.

☒ YES NO Do you or immediate family members currently serve on a County board or committee?
If yes, which board? I serve on the Centra Wellness Board

YES ☒ NO Are you a veteran?

☒ YES NO Did you attach the required letter outlining the items requested above?

The applicant acknowledges that the County may be required from time to time to release records in its possession. The applicant hereby gives permission to the County to release any records or materials received by the County from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq. The applicant further acknowledges the Benzie County Committees and appointments policy and agrees to it.

Paula C. McLain
Signature

2-9-2024
Date

Please return your application, letter, and optional resume to the Benzie County Administration Office, 448 Court Place Beulah, MI 49617 or email benzieadmin@benzieco.gov or RRoelofs@benzieco.gov. If you have any questions, please feel free to contact our office at (231) 882-0035. Again, thank you for your interest!

February 9, 2024

Rose Roelofs
Benzie County Administration Office
448 Court Place
Beulah, MI 49617

Benzie County Commissioners,

I remain committed to the mission of Centra Wellness and ask to be allowed to continue in my role as a board member.

I have a health care education and I also have a family member who has dealt with the challenges of mental illness for many years.

In 2018 I became involved with the Grand Traverse affiliate of the National Alliance on Mental Illness (NAMIGT). Since that time I have been trained by NAMI to lead support groups for both those with mental illness and another for the people who live in support of them. I also am a teacher for the NAMI Family to Family Class and the NAMI Provider Class. I have served on the board of NAMIGT for over 5 years, lead a weekly family support group and teach Family to Family every year.

I am very impressed by the commitment and dedication of my fellow board members and the Centra Wellness Staff. I would be honored to continue working with them.

Sincerely,



Paula McLain

1279 Carlson Road, Frankfort MI 49635, mclainpm@yahoo.com, 231-392-4377

Memorandum



To: Board of Commissioners

From: Rose Roelofs, Executive Assistant *Rose Roelofs*

Date: February 15, 2024

Subject: **Establish an Ad Hoc Committee for the Land Bank Authority**

There are three expiring terms on the Benzie County Land Bank Authority. The positions are currently held by Mark Roper, Vincent Edwards and Susan Wenzlick, all expiring on April 05, 2024. We have advertised these positions on our website, and in the local newspaper. Since posting these positions, no new applicants have applied but the incumbents have submitted their request for reappointment.

Attached are the letters of interest from Mark Roper and Vincent Edwards. Susan Wenzlick has indicated her interest in reappointment verbally but hasn't sent in a letter yet.

County Policy allows the Board to forego an ad hoc interview committee if it's done its due diligence to advertise for the position openings.

Appointments are for 3-year terms expiring 04/05/2027.

Recommended Motion:

That the Board of Commissioners reappoint Mark Roper, Vincent Edwards, and Susan Wenzlick to a three-year term, expiring April 05, 2027, on the Benzie County Land Bank Authority.

-or-

That the Board of Commissioners establishes an ad hoc interview committee to make recommendation regarding three three-year terms on the Benzie County Land Bank Authority and that the Board of Commissioner Chair, Commissioner _____, Commissioner _____, Administrator designee, and a representative from the Benzie County Land Bank Authority be appointed to such committee.

Benzie County
Application to Committee Appointments



Thank you for your interest in serving on one of Benzie County's Committees! Volunteers help to secure our community's future, promote its enhancement, and some may even pay a per diem and mileage.

Board/Committee you are interested in serving (indicate up to three): _____

_____ Reappointment To The Land Bank
Name: MARK E. ROBER

Residential Address: 15975 Spear Rd Lake Ann, MI 49650
(Street) (City) (State) (Zip)

E-Mail Address: ROBERS @ AOL.COM

Preferred Phone No.: 231-944-8419 Additional Phone No.: _____

Occupation: Almira Township Supervisor (if retired, please provide your career)

Before submitting your application, please be sure to attach a brief letter indicating the following:

- Why are you applying for a committee seat?
- How do you believe your appointment would benefit the county?
- Describe your involvement in the community at any capacity.
- Any other helpful information relevant to your application.

While it is not required, a resume is helpful in the recruitment process for the committees.

☐ YES ☒ NO Are you in default to the County?
If yes, please note applicants in default to the County are not eligible for consideration.

☒ YES ☐ NO Do you or immediate family members currently serve on a County board or committee?
If yes, which board? Land Bank

☐ YES ☒ NO Are you a veteran?

☒ YES ☐ NO Did you attach the required letter outlining the items requested above?

The applicant acknowledges that the County may be required from time to time to release records in its possession. The applicant hereby gives permission to the County to release any records or materials received by the County from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq. The applicant further acknowledges the Benzie County Committees and appointments policy and agrees to it.

Mark E. Rober
Signature

2/5/2024
Date

Please return your application, letter, and optional resume to the Benzie County Administration Office, 448 Court Place Beulah, MI 49617 or email benzieadmin@benzieco.net. If you have any questions, please feel free to contact our office at (231) 882-0035. Again, thank you for your interest!

To The Board of Commissioners:

I would like to continue to serve as a member to the Land Bank committee for another term. I have been on the Land Bank since its inception and do have some history with the process.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Mark Roper', with a long horizontal flourish extending to the right.

Mark Roper

Benzie County
Application to Committee Appointments



Thank you for your interest in serving on one of Benzie County's Committees! Volunteers help to secure our community's future, promote its enhancement, and some may even pay a per diem and mileage.

Board/Committee you are interested in serving (indicate up to three): _____

Land Bank Authority Board

Name: Vincent Edwards

Residential Address: 19182 Glen Dr. Leland MI 49650
(Street) (City) (State) (Zip)

E-Mail Address: vincedwards086@gmail.com

Preferred Phone No.: 231-715-9037 Additional Phone No.: _____

Occupation: Realtor (if retired, please provide your career)

Before submitting your application, please be sure to attach a brief letter indicating the following:

- Why are you applying for a committee seat?
- How do you believe your appointment would benefit the county?
- Describe your involvement in the community at any capacity.
- Any other helpful information relevant to your application.

While it is not required, a resume is helpful in the recruitment process for the committees.

☐ YES ☒ NO Are you in default to the County?
If yes, please note applicants in default to the County are not eligible for consideration.

☐ YES ☒ NO Do you or immediate family members currently serve on a County board or committee?
If yes, which board? _____

☐ YES ☒ NO Are you a veteran?

☒ YES ☐ NO Did you attach the required letter outlining the items requested above?

The applicant acknowledges that the County may be required from time to time to release records in its possession. The applicant hereby gives permission to the County to release any records or materials received by the County from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq. The applicant further acknowledges the Benzie County Committees and appointments policy and agrees to it.

Vincent Edwards
Signature

1/10/24
Date

Please return your application, letter, and optional resume to the Benzie County Administration Office, 448 Court Place Beulah, MI 49617 or email benzieadmin@benzieco.net. If you have any questions, please feel free to contact our office at (231) 882-0035. Again, thank you for your interest!

January 10, 2024

Dear Rose,

I am currently serving as a member of the Land Bank Authority Board, and I'm interested in and willing to continue my service. I believe that we currently have a diverse membership of individuals serving on the board who work well together, bringing various areas of expertise and knowledge to their respective positions in support of the Land Bank mission and objectives. I spent 35 years with Consumers Energy in various managerial positions ranging from human resources, community, and economic development, among other managerial positions. Upon retirement from Consumers Energy, I became a Realtor, primarily serving buyer and seller clients in Benzie County and surrounding areas. I'm also on the Almira Planning Commission and President Pro Tem of the Village of Lake Ann. I believe that I also bring areas of expertise to the Land Bank that provide guidance and insight to further our work and the mission of the Land Bank Authority. I appreciate your consideration to extend the terms of my reappointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Vince Edwards", with a stylized, flowing script.

Vince Edwards

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: February 22, 2024

Subject: **Closed Session: Collective Bargaining Negotiations**

I recommend that the Board of Commissioners enter into closed session to discuss collective bargaining.

Recommended Motion:

That the Board of Commissioners enter into closed session to discuss the negotiation of a collective bargaining agreement as permitted by MCL 15.268(c).

Commissioner Reports

Art Jeannot
Commissioner Report
February 27, 2024

- **1/24- Health Department**
 - The agency is considering hiring their own health officer.
 - Received an update on pending legislation that may help reduce the use of tobacco and vaping.
- **2/1- Platte Township**
 - Clerk is concerned that they not have yet received final instructions about “early voting” to include a needed software update. (2/17 update—this has now been completed)
 - They are fully staffed for the February election.
- **2/1- Lake Township**
 - Fully staffed for February election.
- **2/2- MAC Legislative and Governance Committee**
 - A presentation with discussion took place regarding “Citizens for Local Choice”.
 - An update on legislative activity showed that there is limited action on bills pending in the State House.
 - There was some discussion on the movement for “Axe MI Tax”. Overall opinion is that this effort will probably not reach the ballot.
- **2/5- Northern MI Counties Association**
 - We discussed the potential of greater zoning oversight from the State of MI, Axe MI Tax petition and board governance.
 - Health care cost sharing for county jail inmates, increased road funding, revenue sharing, revenue sharing, funding for local courts and compensation for funds diverted by veterans property tax exemption were also discussed.
 - All counties were presented with a MAC wall hanging commemorating 125 year anniversary for MI Association of Counties.
 - I invited Commissioner Cunningham to attend with me.
 - John Amrhein will be retiring by midyear.
- **2/13- Almira Township**
 - Public hearing was held “*Truth in Taxation*” and “*Salary Resolutions*”.
 - A grant application for improvements at Ransom Lake was approved.
- **2/16- EDC/BRA**
 - Northern MI Community College representatives gave us an update in what they are taking away from their listening sessions. We were told that an effort to annex Benzie County and obtain a mileage for tuition subsidizes was attempted several years ago. It was acknowledged that the SOM may pass a budget that allows for free tuition (up to \$4800) at all state community colleges. Rules are not clearly defined.
 - I suggested that we update the community regarding our broadband efforts by way of a newspaper article.
 - A potential incubator project in Frankfort was discussed.
- **Other –**
 - Participated in the monthly meeting with Housing North. They have hired a consultant for Benzie County and will be announcing it publicly soon. Received updates on pending projects to include additional housing in Frankfort and Thompsonville.
 - Attended Representative John Roth’s “coffee hour” on January 29th. Modest turnout. We discussed progress for the Pointe Betsie Light House for a grant extension and potential of

additional funding, gravel pit oversight by the SOM and the closing of the State Park in Interlochen for construction during the summer months.

- At the request of Dick Taylor from Friends of Pointe Betsie, I arranged a meeting with Senator Bumstead to discuss an extension on the grant received for water front repairs (\$5.2M) and a possible request for additional money. As a follow up, the request has been approved and extended until 12-31-26.
- Benzie County Senior Resources discussion regarding possible space expansion. Modest turnout.
- Agenda Review.
- Betsie Coffia coffee hour
- Accounts payable review



13 Feb 2024 Commissioner Cunningham

County

24 Feb BHSC/health services collaborative

24 Feb CLkTwp Planning Board, public interest in a possible new RV park. Citizens being proactive.

25 Feb Airport, grant discussion; Michigan Aeronautics Commission (MAC) approved a grant in the amount of \$497,788. The grant consists of 2022, 2023, and 2024 allocations of Bipartisan Infrastructure Law (BIL) of Airport Infrastructure Grants (AIG) in the amounts of \$159,000, \$145,000 and \$144,000 respectively. Federal grants are matched by state grants by 5% or \$24,894 and by FCCAA of 5% or \$24,894. The BIL provides for airport related projects as defined under the existing Airport Improvement Grant and Passenger Facility Charge criteria. The money can be invested in runways, taxiways, safety and sustainability projects as well as the terminal and more. The FCCAA will use the grant money for reimbursement of legal and professional fees accrued and the air easement relating to The Pines settlement. Receipt of the money is due by mid February.

1 Feb LkTwp, guest Benzie Bus update.

5 Feb Attended Northern Michigan Counties Association

9 Feb Benzie Summit at The Garden Theatre, report submitted before event, I will update as appropriate.

Community

NMC listening session, discussion on the cost of, "in-district", tuition for NMC. Annexation=millage of 2.05. Benefits: Michigan Reconnect Program moneys would be applicable and would pay for in district tuition. Benzie County would have two trustees on the NMC board/per board approval, via NMC Foundation 31% of students receive aid (other community colleges average 5%), NMC programs are job focused- nursing, trades, childcare, aviation, police to name a few.

Attended several veteran gatherings. Various informational meetings, Sheriff Rosa, and citizens.



20 Feb 2024 Commissioner Cunningham BoC

County

- 13 Feb CLkTwp, Jess Carland/Benzie Bus presentation
- 15 Feb Frankfort Business Accelerator Task Force, general discussion included addressing the city Master Plan to help clarify vision of the city to potential investors, economics focused on sustainability with perspectives of benefits to city and investors. Also potential location(s) and current market value was discussed.
- 16 Feb EDC, my first meeting. NMC summary from listening sessions, Nick Nissley. Residents identified what they wanted as reinvestment in Benzie; facility, staffing, IT infrastructure, transportation, childcare, and reinvestment fund, the total annual investment would be, \$2.0M (approx.) The millage of 2.05+, is mandated for community colleges. Benefits: Michigan Reconnect Program moneys would be applicable and would pay for in district tuition for qualified applicants. Two Benzie County residents would be trustees (6 yrs, after that trustees elected without county preference). Via the NMC Foundation, 31% of students receive aid (other community colleges average 5%), NMC programs are job focused- nursing, trades, childcare, aviation, police to name a few.
- Continued discussion on the economic Development Coordinator, Dan Barcheski provided a job description. Post meeting I reviewed the description, opined and emailed Dan.
- 16 Feb MAC 83 podcast, facilitated by Stephen Currie, Budget FY25; Deena Bosworth reported that the governor recommended, county revenue sharing 5% increase annually, 3% increase, one time if all ARPA Funds are allocated, and 2% increase, one time for public safety. Madelin Fata, related that the governor recommended that, "Tipping Fees", be increased from 36 cents per ton to 5 dollars per ton. Tipping fees are what is hauled into Michigan as waste and dumped. Michigan is the lowest priced state in the midwest. The higher price is to deter out of state dumping in Michigan. This would raise \$8M (approx) annually. The fees would be used to help environmental remediation through Brownfield , EGLE and others.
- 20 Feb City Council, Councilman Ed Carrella reported that the DDA is updating the Master Plan, Housing Commission reported that the Lake and Main apartments scheduled to have residents by years end.
- Council approved Emergency tower height increase from 80 to 120 feet.
- 22 Feb Airport, tower height relayed. Dick Bayer learned at a conference that GA Airports are being targeted to transport fentanyl into the States. Recently a Cessna 172 from AZ landed in WI and Border Patrol stopped 30kilos of fentanyl from being sold.

Community

- 18 Feb Grow Benzie, attended Introduction to Beekeeping
- 19 Feb Suicide Prevention Workshop and Certification
- 25 Feb Welcome Potluck for Ihor, Yulia and their three children, they are a locally sponsored Ukrainian family.
- 26 Feb CROWD, Leelanau Government Center
- Various conversations with BHSCollaborative members concerning childcare, kinship. Frankfort Accelerator Task Force discussions.
- Started conversation with Jesse Zystra and Mayor Holwerda concerning relocating the city recycling station.

Rhonda Nye
District IV – Benzonia Township
Commissioner Report
February 27, 2024

Land Bank

- Vacant properties in Thompsonville ready to convey as demo is complete.
- Two additional lots in Thompsonville will be remediated to remove building materials buried on land.
- Agreements with Homestretch and RFP for remediation and renovation needed for home in Benzonia.
- Executive Director contract presented for consideration, tabled for review.

Centra Wellness Board and Executive Committee meetings

- Alan Bolter, Community Mental Health Association of Michigan, gave a presentation with an emphasis on the State budget and pending legislation. Spoke about getting the right people in the right funding buckets because wrong buckets create deficits the system can't handle.
- NMRE approved a forensic investigation of Northern Lakes; findings could impact respective counties and NMRE funds.
- Two recent incidents in Benzie County shared where our social work officer intervention led to a mental health admission instead of incarceration.

Benzie Watershed Coaliton

- First meeting, introductions and roundtable discussion of groups focus and impact areas.
- Next meeting will be held to get new members up to speed with the result of stakeholder surveys and planning processes in place that impact zoning resources. The goal will be to identify leverage areas for improvement.
- Committee name change being considered.

Building & Grounds Committee

- Topics of discussion were elevator remodel, painting the board room, rooftop unit replacement, lighting for parking lot, update on probation & parole remodel and update on lower-level expansion.

Village of Beulah

- 2024 Boat Dock Rules & Application approved.
- Researching a reservation program to allow campground bookings online.
- Out of Village Sewer Connection Letter shared.
- Cold Creek spoils removal discussed; suggested other entiites should consider contributing to the cost as every township bordering Crystal Lake and the County as a whole benefit from having a clean lake.

Benzonia Township

- Open Trustee seat appointment will be made in the near future.
- Clean Up Day May 11, 2024, 7am-11am.
- Poverty income guideline used at Board of Review set at \$15,795/year.
- Next Planning Commission (WBJPC) is March 7th at 6:00 pm, commission will meet bi-monthly thereafter.

Village of Benzonia

- Street Inventory Report presented by Fleis & VandenBrink. Study based on Paser Ratings which determine street conditions on a 0-10 rating scale; tool for improvements and timeline creation.
- Additional fees requested by Spicer Engineering not approved; upcharges appear to be included in proposal, therefore, clarification needed.
- Benzie Bus Annual Report given by Jessica Carland.
- Consumer Power Electric Franchise Ordinance Resolution tabled to review contract preceding the one presented.

MAC Health & Human Services

- Presentation by Steve Norris, Harm Reduction & Recovery Support Director, Alliance of Coalition for Healthy Communities
- 2 grams of fentanyl can take a life without tolerance and being found in all drugs across the board.
- Low barrier access to reversal medication is key and especially important in rural communities where response time can be longer.

Attended informational meeting with Sheriff.

Attended Benzie Summit.

Sent letters requesting fiscal support for the Village of Beulah Sewer Project.

Tammy Bowers

From: Gary Sauer
Sent: Sunday, February 25, 2024 1:21 PM
To: Tammy Bowers
Subject: Commissioner report district 7

1-24-24 Health Department

Looking for bids for furniture for remold in Leelanau government building. The project should be done by March 30. Discussed changes to contract with the HDNW, also possibility of having our own Health Officer. Will continue to discuss.

1-25-24 and 2-22-24 Maples (DHHS)

Major concerns with generator, AIS a John Deere dealer has taken motor to be rebuilt estimate 41,960.46. Was not correctly grounded. Last meeting the motor has been returned and is being hooked up. Current census 97.52% 77 residents with 1 admi on the 23rd. Last 12 admits we're all Benzie county residents, contract employees continue to decline. Great job by management of the Maples thank you all for your hard work. Megan plans to give an update at today's meeting.

1-23-24 NMC update at Weldon Township Hall

2-1-24 Blaine Twp

They plan on using ARPA money and Road Commission match to work on township roads. Working on budget for 24, 25 years. Had public hearing should finalize at next regular township meeting.

2-5-24 Mac Ag and Tourism

Discussed Keweenaw Heartland Project. Conservancy project 30,783 acres in a county of just over 2,000 residents. Asked for public input, residents want a source of revenue for county and public access. Creating a group from residents and government to help manage this with possible land going to DNR in the future. Good and informative with a cooperative agreement.

2-8-24 and 2-22-24 Road Commission

Public hearing on revised permit schedule. Perusing design for new building estimate cost 12 to 15 million. This is to help Commission make a decision for the future. Audit report completed. Bid awards for paving projects to Elmers 72-73 dollars per ton higher for subdivision projects. Parks and Rec chairman (Ed Hoogterp) presented the possibility of turning rail road point property and Crystal lake outlet property over to county for the park and rec to manage. Board is good with this concept it will be brought before the BOC in the future.

2-9-24 Benzie Chamber Summit

Spectrum finished in Benzie County. Good summit lots of information.

2-12-24 Village of Thompsonville

TARP project in Thompsonville Diamond crossing project. Working on DNR trust fund grant. TARP will be responsible for match funds.

2-13-24 Gilmore and Weldon townships

Business as usual.

2-15-24 Village oh Elberta

Master plan review for public now. 2 new members for planning commission first time the planning commission is fully staffed.

Submitted by Gary Sauer
Commissioner District 7

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County Administrator Report

Correspondence

SANILAC COUNTY BOARD OF COMMISSIONERS

RESOLUTION EXPRESSING SUPPORT FOR THE CITIZENS FOR LOCAL CHOICE BALLOT INITIATIVE WHICH SEEKS TO AMEND THE CLEAN AND RENEWABLE ENERGY AND ENERGY WASTE REDUCTION ACT TO REPEAL PART 8 AS ADDED BY PUBLIC ACT 233 OF 2023, IN AN EFFORT TO RESTORE LOCAL CONTROL FOR WIND AND SOLAR OPERATIONS

WHEREAS, the ability of local jurisdictions to determine for themselves which projects should and should not be in their local communities; what plans are best and reasonable for each neighborhood rather than these decisions be forced onto Counties without their best interest at hand; and

WHEREAS, the legislature of the State of Michigan has passed, and the Governor has signed House Bill 5120, now Public Act 233 of 2023, that strips away local community control on these issues and places the control within the Michigan Public Service Commission (MPSC); and

WHEREAS, the aforementioned legislative action removes the ability for local officials to perform their duties in protecting the health, safety, and welfare of residents as well as preservation of the character of their community; and


WHEREAS, the Sanilac County Board of Commissioners feel strongly that local government is best able to assess the needs of our community;


NOW, THEREFORE BE IT RESOLVED, that Sanilac County is opposed to the legislature of the State of Michigan's passage of legislation that takes away local control and places it within the authority of the MPSC;


BE IT FURTHER RESOLVED, that Sanilac County supports the statewide ballot initiative, Citizens for Local Choice, a grassroots coalition of local officials and community organizers across Michigan working to amend the Clean and Renewable Energy and Energy Waste Reduction Act to, among other things, repeal Part 8 as added by Public Act 233 of 2023 which will restore local control of land use to ensure reasonable regulation in our widely diverse communities.

BE IT FURTHER RESOLVED, that this resolution be spread upon the proceedings of the Sanilac County Board of Commissioners this 20th day of February, 2024.



Jonathon Block, Chairman
District 1 Commissioner



Roger Ballard
District 2 Commissioner


Gary Heberling
District 3 Commissioner


Bill Sarkella
District 4 Commissioner


Christine Lee
District 5 Commissioner


Evans Ehardt
District 6 Commissioner


John Moody
District 7 Commissioner