

BENZIE COUNTY BOARD OF COMMISSIONERS

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

www.benzieco.gov

MEETING AGENDA

March 12, 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 – 2/27/24; Closed session 2/27/24

PUBLIC COMMENT

COMMISSIONERS COMMENTS

ELECTED OFFICIALS & DEPT HEAD UPDATES

FINANCE – Approval of Bills

OLD BUSINESS

A) Consider adopting Jail Operation Millage Resolution for August 2024 ballot.

NEW BUSINESS

A) Consider approving various Recycling Site Lease agreements.

B) Consider adopting Senior Services Millage Resolution.

C) Consider adopting the policy regarding Financial Hardship

D) Consider establishing an ad hoc interview committee for the Tax Advisory Committee

E) Consider establishing an ad hoc interview committee to move through the process of Administrator evaluation.

F) Consider approving an employee assistance program to support staff.

G) Consider renewing the Interlocal Agreement with Grand Traverse County for inmate housing.

H) Consider authorizing a budget for a contracted IT person.

I) Consider approving reclassification results for Clerk's Office.

J) Consider authorizing the County Administrator and Solid Waste Coordinator to work with adjacent counties on the Materials Management Plan

K) Consider adopting a resolution amending the PACE district and plan to align with amended state law.

L) Consider approving the Tribal Council Allocation of 2% fund application for the ARES/RACES.

M) Consider approving Fitness Center Rule, and Fitness Center Waiver and Release Form

COUNTY ADMINISTRATOR'S REPORT – Katie Zeits

PRESENTATION OF CORRESPONDENCE

PUBLIC COMMENT

ADJOURNMENT

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

THE BENZIE COUNTY BOARD OF COMMISSIONERS

February 27, 2024

The Benzie County Board of Commissioners met in a regular session on Tuesday, February 27, 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, and Sauer
Excused was: Commissioner Warsecke

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

Agenda:

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

Minutes:

Motion by Cunningham, seconded by Nye, to approve the regular session minutes of February 13, 2024, as presented. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke
Motion carried.

9:01 a.m. Public Comment - None

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS

Rebecca Hubers, Emergency Management, gave an update on the lower-level project at the Sheriff's Department, lower-level project at the Government Center, and the Emergency Tower. Everything is going well and has provided a handout regarding the Emergency Tower project.

Megan Garza, Maples Director, gave an update on what is happening at the Maples. They have 78 beds filled with long-term individuals. The generator has been repaired, just waiting for the final bills. There were 7 people that started employment today, and they are down to 3 contract staff employees.

Kelly Ottinger, Benzie Senior Resource, stated that 221 tax packets have been handed out. Meals on Wheels is increasing in participants. Looking for volunteers for the Meals on Wheels program. They are fully staffed expect for one position in home healthcare aid. Thanked Commissioner Jeannot for attending the Discover Process meeting. The last Discover Process meeting will be March 5, 2024, at 1:00 p.m. at the Government Center. A written report has been provided for the packet.

Kyle Mauer, Animal Control, gave an update on the kennel yard. AJ's Excavating will be starting the work this week or next week. They are working toward transporting all the dogs out of the shelter during this project. Looking into painting the kennels and replacing the kennel gates.

FINANCE:

Michelle Thompson, County Treasurer provided a handout and requested approval of the bills.

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Bills: Motion by Sauer, seconded by Cunningham, to approve payment of the bills from February 13, 2024, through February 27, 2024, in the amount of \$445,937.04, as presented. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke
Motion carried.

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 Item A.

Commissioner Jeannot removed Item E.

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

- A. Removed from Consent Calendar.
- B. Consider approving the Summer Road Patrol Renewal Agreements with Village of Honor, Village of Beulah, Lake Township, and Crystal Beach Cottager's Association: 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.
- C. Consider amending the EEO Policy to include the Grievance Procedure Policy: The Board of Commissioners amend the Equal Employment Opportunity Policy to include the Grievance Procedure under Section 504 of the Rehabilitation Act of 1973.
- D. Consider adopting the Non-Discrimination on Basis of Handicap Policy: The Board of Commissioners adopts the Non-Discrimination on Basis of Handicap Policy.
- E. Removed from Consent Calendar.

Motion by Markey, seconded by Cunningham, that items B, C, and D on the Consent Calendar be approved. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.

ITEMS REMOVED FROM CONSENT CALENDAR

- A. Consider approving budget amendments for Brownfield Grant: Motion by Sauer, seconded by Cunningham, 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 Ture North, in the amount of \$300,000. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.

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- E. Authorizing signers of financial documents for Benzie County: Motion by Jeannot, seconded by Markey, that the Board of Commissioners authorizes Kelly Long, Suzanne Mills, Tammy Bowers, and Kimberly Childs to sign financial related documents for Benzie County. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.

OLD BUSINESS

- A. Consider adopting Jail Operations Millage Resolution and discussion regarding additional staffing: Sheriff Rosa, Undersheriff Hubers and Jail Administrator Dan Smith were present for the discussion regarding additional corrections staffing and answered any questions. A resolution for the jail millage will be on the March 12, 2024, Board of Commissioners agenda, and the discussion regarding funding and resource of the additional corrections staffing will be on the March 12, 2024, Study Session agenda.

10:13 a.m. Break

10:21 a.m. Reconvene

NEW BUSINESS:

- A. Consider approving change order for lower-level construction project: Rebecca Hubers, Emergency Management was present to answer any questions. Motion by Jeannot, seconded by Cunningham, to authorize 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. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.
- B. Consider approving reclassification results for the Prosecutor's Office: Jackie Palfey, and Sara Swanson were present to answer any questions. Motion by Nye, seconded by Markey, to approve the wage increases for the above listed positions with 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. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.
- C. Consider approving combined Brownfield Redevelopment Authority and Economic Development Corporation master by laws: Motion by Jeannot, seconded by Sauer, to approve the Economic Development Corporation and Brownfield Redevelopment Authority bylaws as recommended and approved by the Board on January 19, 2024. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.
- D. Consider extending the field work services agreement for Equalization: Brianne Lindsay was present to answer any questions. Motion by Cunningham, seconded by Markey, to approve 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. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.

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- E. Establish Ad Hoc Interview Committee for Centra Wellness: Motion by Markey, seconded by Nye, to reappoint Donald Tanner and Paula McLain to a three-year term, expiring March 31, 2027, on the Manistee-Benzie Centra Wellness Board. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.
- F. Establish Ad Hoc Interview Committee for Land Bank Authority: Motion by Nye, seconded by Cunningham, to reappoint Mark Roper, Vincent Edwards, and Susan Wenzlick to a three-year term, expiring April 05, 2027, on the Benzie County Land Bank Authority. Susan Wenzlick's appointment is contingent on her submitting a letter requesting re-appointment. Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.

11:03 a.m. **CLOSED SESSION:** Motion by Roelofs, seconded by Markey, 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). Roll call. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.

11:59 a.m. re-enter open session.

COMMISSIONER REPORTS

Chair Roelofs attended the Domestic Violence Task Force meeting, AP Review, MAC Conference, Area Agency on Aging of Northern Michigan meeting, Agenda Review meetings, Benzie County Veterans Affairs meeting, and the Village of Lake Ann meeting.

Comm Jeannot attended the Benzie Leelanau Health Department meeting, MAC Legislative and Governance Committee meeting, EDC/BRA meeting, Housing North meeting, and various other meetings. A written report was provided.

Comm Cunningham attended the Frankfort Business Accelerator Task Force meeting, EDC meeting, MAC Environmental and Regulatory Committee meeting, Frankfort Council meeting, Airport Authority meeting, and various other meetings. A written report was provided.

Comm Nye attended the Land Bank meeting, Centra Wellness Board and Executive meeting, Benzie Watershed Coalition meeting, Building and Grounds meeting, Village of Beulah meeting, Benzonia Township meeting, Village of Benzonia meeting, MAC Health and Human Services meeting, and the Benzie Summit. A written report was provided.

Comm Markey attended Networks Northwest meeting, Centra Wellness Community Relations Committee meeting, Platte River Watershed meeting, Centra Wellness Network Board meeting, Building and Grounds meeting, Village of Honor meeting, Homestead Township meeting, LEPC/LPT meeting, and MAC Judiciary and Public Safety Committee meeting.

Comm Sauer attended the Benzie Leelanau Health Department meeting, The Maples meeting, MAC Ag and Tourism meeting, Benzie County Road Commission meeting, Benzie County Summit, Village of Thompsonville meeting, Gilmore Township meeting, Weldon Township meeting, Village of Elberta meeting, and Parks and Recreation meeting. A written report was provided.

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COUNTY ADMINISTRATOR'S REPORT – Katie Zeits

DHHS will be exercising their final option to renew the 5-year lease on the building space they are currently utilizing. They are requesting invoices to determine what they will pay regarding rent for this space. They have been put on notice that Benzie County will be less inclined to renew the lease after this 5-year option is done. Their office has been working on all the grants that are handled through the County Administrator office. Kelly Long will be sworn in as County Treasurer this Friday, March 1, 2024, at 8:30 a.m. There is a celebration for Michelle Thompson, who is retiring from the County Treasurer position, this Friday, March 1, 2024, from 1:00 p.m. to 4:00 p.m. Have posted RFPs on the county website as well as in the newspaper. If an individual want to be put on the RFP notification list, they are to contact the County Administrator office. The Accounts Payable schedule and Agenda Review Schedule was passed out today. If the dates you are assigned do not work for you, or you do not wish to participate, please let Rose know so adjustments can be made. Point Betsie Lighthouse issues were explained. Shout out to Jackie Palfey, Human Resources, for coming up with creative ways to recruit employees. We are now recruiting on WTCM.

PRESENTATION OF CORRESPONDENCE

- Sanilac County Resolution

12:52 p.m. Public Comment

Tammy Bowers, County Clerk, gave an update on Early Voting. The local Clerks did a great job handling Early Voting in their municipalities. Please thank them the next time you see them.

Michelle Thompson, County Treasurer, provided a history on the State of Michigan changes in the process of becoming an Assessor and the issues it has created.

12:58 p.m. Public Comment closed.

Motion by Cunningham, seconded by Markey, to adjourn at 12:58 p.m. Ayes: Cunningham, Jeannot, Markey, Nye, Roelofs, and Sauer Nays: None Exc: Warsecke Motion carried.

Bob Roelofs, Chair

Tammy Bowers, Benzie County Clerk

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1. Approve the agenda as presented.
2. Approve the regular session minutes of February 13, 2024, as presented.
3. Approve payment of the bills from February 13, 2024, through February 27, 2024, in the amount of \$445,937.04, as presented.
4. Items B, C, and D on the Consent Calendar be approved.
5. Approve the budget amendment which recognizes both grant revenue and expenditures related to the Brownfield Redevelopment project in Honor with Ture North, in the amount of \$300,000.
6. Authorize Kelly Long, Suzanne Mills, Tammy Bowers, and Kimberly Childs to sign financial related documents for Benzie County.

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7. Authorize a change order to the Grand Traverse Construction contract for the Lover-Level Expansion Project in the total amount of \$13,705.20, with funds available from the Capital Fund and authorize the Chair to sign.
8. Approve the wage increases for the above listed positions with 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.
9. Approve the Economic Development Corporation and Brownfield Redevelopment Authority bylaws as recommended and approved by the Board on January 19, 2024.
10. Approve 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.
11. Reappoint Donald Tanner and Paula McLain to a three-year term, expiring March 31, 2027, on the Manistee-Benzie Centra Wellness Board.
12. Reappoint Mark Roper, Vincent Edwards, and Susan Wenzlick to a three-year term, expiring April 05, 2027, on the Benzie County Land Bank Authority. Susan Wenzlick's appointment is contingent on her submitting a letter requesting re-appointment.
13. The Board of Commissioners enter into closed session to discuss the negotiation of a collective bargaining agreement as permitted by MCL 15.268(c).

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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ENZIE COUNTY CLERK
8 COURT PLACE
LULA, MICHIGAN 49617

Destory Date: _____

February 27, 2024
Closed Session to discuss FOLPC collective
bargaining pursuant to MCL 15.268(c)

Elected Officials And Department Heads



Benzie County Equalization Department
Brianne Lindsay, Equalization Director
448 Court Place, Beulah, MI 49617
Phone: (231)882-0013 Fax: (231)882-0033

To: Benzie County Board of Commissioners

March 7, 2024

From: Brianne Lindsay, Equalization Director

Re: Recap of February 2024

February 2024

- Deeds, PTA's and PRE's received are reviewed and entered into EQ database.
- Continue to send RPS's to Ag, Com & Ind properties as deeds are processed for additional sales information and for possible use in future appraisal studies.
- Building permits were sent to assessors at the beginning of the month, staff will continue to send building permit information to assessors monthly.
- Continue to scan and index office documents into EQ database.
- The department is working through the STC 2024 Property Tax, Collections, & Equalization Calendar, to keep on task.
- Tentative equalization ratios were published in the Record Patriot on February 7th, and a copy was provided to each assessor, as well as their respective Board of Review committees. (MCL 211.34a(1)).
- Reviewed Assessing databases in advance of the March Board of Review for compliance and notified them of any issues found.
- We have printed Assessment Change Notices and Roll Books for requesting townships.
- DNR value information shared with Assessors and verified parcels list.
- Working with our GIS company, Colligo, on splits, tax descriptions and processing information requests.
- Land Value and ECF Studies are in the beginning stages - parcels are being identified for land value & ECF analysis for the new year.
- A document containing Township March Board of Review information has been created and uploaded to our website for easy access by taxpayers.

Brianne Lindsay

Brianne Lindsay, MAAO
Equalization Director

Benzie County Equalization Department

E: blindsay@benzieco.gov



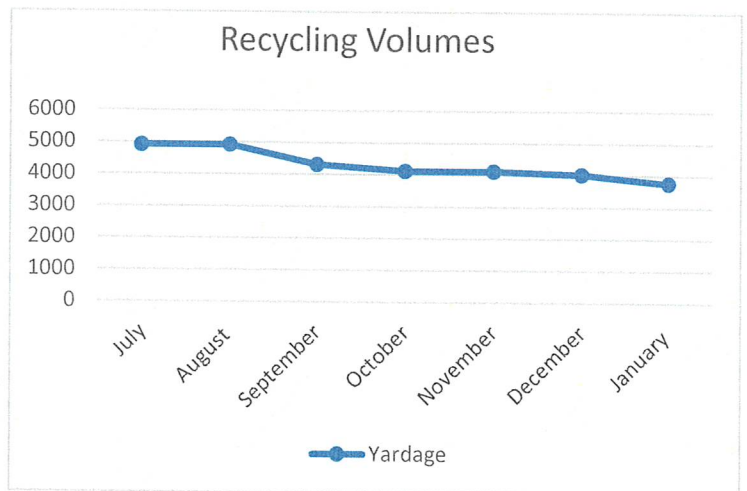
Memo To: Board of Commissioners
 From: Jesse Zylstra, Solid Waste and Recycling Coordinator
 Date: March 6th, 2024
 Subject: Recycling Coordinator's Activities

- **Recent Recycling Numbers:**

December: Tonnage: 111.11 tons
 Yardage: 4,040 yards

January: Tonnage: 103.68 tons
 Yardage: 3,770 yards

Single Stream:
 FY 2022: 41,500 yards
 FY 2021: 46,825 yards



- **HHW/Electronics/Scrap Tire Collections – 2024 – Saturdays 9:00 am – 1:00 pm**

June 8th 2024 Frankfort High School

July 13th 2024 (Tire Only) Thompsonville DPW

August 24th 2024 Honor Road Commission

--2023 Collection Volumes--

*HHW - 29,042 lbs

*Electronics - 18,350 lbs

*Scrap Tires—76,880 lbs (3,421 PTE)

*Mattresses – 9 units

- **Materials Management Plan Update:**

Part 115 legislation passed in late 2022 to allow for Statewide Materials Management Plan Updates. The EGLE Director has called for the initiation of this process to begin January 8th, 2024. Counties have 180 days from that date to file a Notice of Intent and declare the entity (DPA) who will be responsible for preparing the Plan. EGLE funding will be available in the amount of \$60,000 with an additional \$10,000 per County for those working on a Regional Plan Update. Regional Collaboration is strongly encouraged. Funding will be released once the Notice of Intent is filed and accepted by EGLE.

- **Ongoing Activities:**

Scrap Tire Grant – **2024 Grant Awarded in the amount of \$12,000**

MMP Planning discussions – 36 month timeline following NOI.

Jesse Zylstra Solid Waste and Recycling Coordinator

Finance Report

BILLS TO BE APPROVED**March 12, 2024****Motion to approve Vouchers in the amount of:**

\$ 151,227.44 General Fund (101)

\$ 16,222.29 Ambulance Fund & ALS (210)

\$ 25,859.95 Jail (213)

\$ 23,116.21 Fund 105-238

\$ 28,181.45 Building (249)

\$ 2,539.70 ACO Fund (251)

\$ 12,282.42 Dispatch 911 Fund (261)

\$ 133,970.89 Fund 239-292

\$ 173,097.38 Fund 293-690

\$ 23,747.32 Fund 701

\$ 4,352.96 Fund 702-771

\$ 594,598.01

Payable February 23 to March 7

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
2/29/2024	\$ 91,359.12	\$ 4,494.22	\$ 19,340.45	\$ 21,564.45	\$ 1,228.09	\$ 1,643.94	\$ 3,782.02	\$ 129,042.64	\$ 984.87	\$ 1,164.98	\$ 4,352.96	\$ 278,957.74
voided ck 92973	\$ (1,667.94)	\$ (582.62)	\$ (655.77)	\$ (520.67)	\$ (97.10)	\$ (153.46)	\$ (911.78)	\$ -	\$ (530.68)	\$ -	\$ -	\$ (5,120.02)
voided ck 92537	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (291.50)	\$ -	\$ (291.50)
3/7/2024	\$ 57,368.32	\$ 11,728.07	\$ 6,519.50	\$ 1,551.76	\$ 26,953.36	\$ 895.76	\$ 8,500.40	\$ 4,928.25	\$ 172,112.51	\$ 22,873.84	\$ -	\$ 313,431.77
EFT 03/07/2024	\$ 4,167.94	\$ 582.62	\$ 655.77	\$ 520.67	\$ 97.10	\$ 153.46	\$ 911.78	\$ -	\$ 530.68	\$ -	\$ -	\$ 7,620.02
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Totals	\$ 151,227.44	\$ 16,222.29	\$ 25,859.95	\$ 23,116.21	\$ 28,181.45	\$ 2,539.70	\$ 12,282.42	\$ 133,970.89	\$ 173,097.38	\$ 23,747.32	\$ 4,352.96	\$ 594,598.01

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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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 101 BOARD OF COMMISSIONERS					
101-101-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	415.18	93113
101-101-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	57.16	93119
101-101-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	18.92	93076
101-101-727.00	OFFICE SUPPLIES	DA DESIGNS	COMMISSIONER CARDS & BUDGET AT A GLANCE	110.00	93018
101-101-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT# 842083652-00001 PHONES	43.65	93081
101-101-860.00	TRAVEL	GARY SAUER	TRAVEL VOUCHER FOR FEBRUARY 2024	154.10	93030
101-101-860.00	TRAVEL	NYE, RHONDA	TRAVEL VOUCHER FOR FEBRUARY 2024	20.01	93070
101-101-860.00	TRAVEL	JEANNOT, ART	TRAVEL VOUCHER	214.40	93131
101-101-860.00	TRAVEL	KAREN CUNNINGHAM	TRAVEL VOUCHER FOR FEBRUARY	62.45	93136
101-101-860.00	TRAVEL	MARKEY, TIM	TRAVEL VOUCHER FOR FEBRUARY 2024	149.41	93148
101-101-900.00	PRINTING & PUBLISHING	THE PIONEER GROUP	ELECTION NOTICES & BIDS FOR PROJECTS	103.20	93184
Total For Dept 101 BOARD OF COMMISSIONERS				1,348.48	
Dept 172 ADMINISTRATOR					
101-172-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	231.98	93113
101-172-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	35.44	93119
101-172-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	109.73	93076
101-172-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	10.50	93076
101-172-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	DIGITAL WALL CLOCK FOR ADMIN OFFICE	36.98	92999
101-172-800.00	CONTRACTED SERVICES	CBAN SOLUTIONS	DIGITAL EQUITY PROGRAM-JANUARY 2024	2,205.00	93015
Total For Dept 172 ADMINISTRATOR				2,629.63	
Dept 215 COUNTY CLERK					
101-215-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	213.43	93113
101-215-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	33.96	93119
101-215-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	247.62	93076
101-215-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	17.50	93076
101-215-727.00	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS, LI	FLAG, TAPE, SUPPLIES	15.23	93163
101-215-727.00	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS, LI	PAPER, PENCILS, FOLDERS, EVELOPES, PLAN	105.28	93163
101-215-727.00	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS, LI	DESKTOP WIRELESS MOUSE, TONER	290.60	93163
101-215-807.00	JURY BOARD FEES	DREWYOUR, RICK	DRAW SPRING 2024 TERM OF COURT	68.14	93116
101-215-807.00	JURY BOARD FEES	OLNEY, DAWN	DRAW SPRING 2024 TERM OF COURT	40.67	93165
101-215-807.00	JURY BOARD FEES	SHRAKE, ELIZABETH	DRAW SPRING 2024 TERM OF COURT	44.69	93174
101-215-963.00	COMPUTER SUPPORT	CHERRY LAN SYSTEMS, INC	SOFTWARE/SERVICE QTRLY AMOUNT 04/01/24-	600.00	93107
Total For Dept 215 COUNTY CLERK				1,677.12	
Dept 222 INSURANCE AND BONDS					
101-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	FBLDG & LIABILITY	36,161.16	93056
101-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	FBLDG & LIABILITY	3,574.68	93057
Total For Dept 222 INSURANCE AND BONDS				39,735.84	
Dept 228 TECHNOLOGY					
101-228-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	588.10	56
101-228-963.00	COMPUTER SUPPORT	KARHU CYBER	IT SERVICES & MONTHLY CHARGES-MARCH 202	7,526.87	93137
Total For Dept 228 TECHNOLOGY				8,114.97	
Dept 233 CENTRAL SERVICES					
101-233-727.10	COUNTY OFFICE SUPPLIES	AUTOMATED BUSINESS EQUIPM	POSTAGE METER SUPPLIES	215.00	93000
101-233-730.00	POSTAGE	FP FINANCE PROGRAM	POSTAGE ON MACHINE	2,500.00	55
101-233-800.00	CONTRACTED SERVICES	NETLINK BUSINESS SOLUTIONS	COPY COUNT FOR 1ST QTR. SHOULD OF BEEN	48.00	93158
101-233-874.00	MEDICAL INSURANCE - RETIREES	KOSIBOSKI, JEFFREY	RETIREE HEALTH SUPPLEMENT BENEFIT PER C	175.00	93048
101-233-874.00	MEDICAL INSURANCE - RETIREES	TUCKER, DAVID	RETIREE, HEALTH SUPPLEMENT BENEFIT	175.00	93080
101-233-874.00	MEDICAL INSURANCE - RETIREES	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	167.04	93113

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Fund 101 GENERAL FUND					
Dept 233 CENTRAL SERVICES					
101-233-874.00	MEDICAL INSURANCE - RETIREES	FIDELITY SECURITY LIFE INS GROUP# 1044145 SUB# 1001 MARCH EYE INSU		27.84	93118
101-233-874.00	MEDICAL INSURANCE - RETIREES	FIDELITY SECURITY LIFE INS GROUP #1039923 SUB#1001		111.36	93119
101-233-940.20	EQUIPMENT LEASE	WELLS FARGO VENDOR FIN SEF 450-0236145-001 BP-50C45-DISTRICT/PROBF		155.51	93082
101-233-940.20	EQUIPMENT LEASE-40029846	TEAM FINANCIAL GROUP, INC.CUSTOMER #40029846 CONTRACT #40029846-1		189.93	93183
Total For Dept 233 CENTRAL SERVICES				3,764.68	
Dept 253 COUNTY TREASURER					
101-253-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHICLIENT #00110900001 DENTAL INSURANCE FC		182.67	93113
101-253-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS GROUP #1039923 SUB#1001		29.32	93119
101-253-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SH/		84.80	93076
101-253-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SH/		14.00	93076
101-253-727.00	OFFICE SUPPLIES	DES MOINES STAMP COMPANY STAMP/NAME PLATE FOR SUZI		54.15	93019
101-253-727.00	OFFICE SUPPLIES	GOVERNMENTAL PRODUCTS LLC TAX DOCUMENT FOLDERS		516.00	93123
101-253-727.00	OFFICE SUPPLIES	JACKPINE BUSINESS CENTERS TONER CARTRIGE FOR HP PRINTER		224.99	93127
101-253-860.00	TRAVEL	THOMPSON, MICHELLE MILEAGE		12.77	93186
Total For Dept 253 COUNTY TREASURER				1,118.70	
Dept 257 EQUALIZATION DEPARTMENT					
101-257-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHICLIENT #00110900001 DENTAL INSURANCE FC		133.36	93113
101-257-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS GROUP #1039923 SUB#1001		23.20	93119
101-257-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SH/		78.24	93076
101-257-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SH/		10.50	93076
101-257-900.00	PRINTING & PUBLISHING	THE PIONEER GROUP ELECTION NOTICES & BIDS FOR PROJECTS		344.00	93184
Total For Dept 257 EQUALIZATION DEPARTMENT				589.30	
Dept 262 ELECTIONS					
101-262-721.00	PER DIEM	BRENDA WEBBER	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	80.00	93099
101-262-721.00	PER DIEM	JAN MILLER	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	80.00	93130
101-262-721.00	PER DIEM	MAUREEN JEANNOT	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	80.00	93149
101-262-721.00	PER DIEM	PETE BROWN	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	80.00	93169
101-262-727.00	OFFICE SUPPLIES - BALLOTS	ELECTION SOURCE	TEST DECK CHART & MARK, PRECINCT INFO	1,878.24	93117
101-262-860.00	TRAVEL	BOWERS, TAMMY	TRAVEL TO ALMIRA & COLFAX TOWNSHIPS TO	33.50	93011
101-262-860.00	TRAVEL	BRENDA WEBBER	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	49.58	93099
101-262-860.00	TRAVEL	JAN MILLER	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	1.34	93130
101-262-860.00	TRAVEL	MAUREEN JEANNOT	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	6.03	93149
101-262-860.00	TRAVEL	PETE BROWN	CANVASS FEB 27,2024 PRESIDENTIAL PRIMAF	41.54	93169
101-262-905.00	PRINTING & PUBLISHING - SUPPLY K	THE PIONEER GROUP	ELECTION NOTICES & BIDS FOR PROJECTS	1,012.50	93184
Total For Dept 262 ELECTIONS				3,342.73	
Dept 265 BUILDING & GROUNDS					
101-265-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHICLIENT #00110900001 DENTAL INSURANCE FC		27.84	93113
101-265-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS GROUP #1039923 SUB#1001		4.64	93119
101-265-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SH/		28.62	93076
101-265-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SH/		3.50	93076
101-265-748.00	GAS, OIL & GREASE-BUILDING & GRO	BENZIE COUNTY ROAD COMMISS	FEBRUARY 2024 FUEL-BUILDING & GROUNDS	31.23	93094
101-265-750.00	MAINTENANCE SUPPLIES	KSS	OFFICE SUPPLIES FOR JAIL	125.64	93050
101-265-750.00	MAINTENANCE SUPPLIES	KSS	CLEANING SUPPLIES FOR GOV. CENTER	413.49	93051
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT ACE HARDWARE	BENZIE COUNTY SHERIFF'S OFFICE ACCT#144	23.97	93065
101-265-750.00	MAINTENANCE SUPPLIES	AMAZON CAPITAL SERVICES, I	MAINT SUPPLIES PT	65.23	93087
101-265-750.00	MAINTENANCE SUPPLIES	KSS	SPOONS FOR GOV CENTER	68.00	93140
101-265-800.00	CONTRACTED SERVICES	KATHY HELINE CLEANING	CAMPUS CLEANING FOR MONTH OF FEBRUARY	5,975.00	93046
101-265-800.00	CONTRACTED SERVICES	SIGNATURE SERVICES, BENZO	FEBRUARY SNOW PLOW INVOICING	100.00	93175
101-265-853.00	CELLULAR PHONES	ZEITS, KATIE	MONTHLY STIPEND PHONE	30.00	93083

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Fund 101 GENERAL FUND					
Dept 265 BUILDING & GROUNDS					
101-265-935.00	BUILDING REPAIRS	NUGENT ACE HARDWARE	BENZIE COUNTY SHERIFF'S OFFICE ACCT#144	60.00	93065
101-265-935.00	BUILDING REPAIRS	GRAHAM MOTOR & GENERATOR	02/29/2024 GENERATOR SERVICE	1,086.59	93124
Total For Dept 265 BUILDING & GROUNDS				8,043.75	
Dept 266 LEGAL & CONTRACTED SERVICES					
101-266-815.20	ADMINISTRATION FEES - MANISTEE	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	1,166.67	93054
Total For Dept 266 LEGAL & CONTRACTED SERVICES				1,166.67	
Dept 283 CIRCUIT COURT					
101-283-702.00	SALARY - ELECTED OFFICIALS	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	11,167.92	93054
101-283-725.00	COST OF FRINGE BENEFITS - TO MAN	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	8,210.18	93054
101-283-727.00	OFFICE SUPPLIES	MANISTEE COUNTY	REIMBURSEMENT FROM BENZIE COUNTY TO MAN	432.94	93053
101-283-802.00	TRANSCRIPTS	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	590.25	93054
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	NORTH POINTE LEGAL, PLLC	RE JACOBSON, STEINHAUSER MINORS 21-3159	37.50	93060
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	NORTH POINTE LEGAL, PLLC	RE ANTHONY NICHOLAS MCDANIEL 23-003255-	195.00	93061
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	NORTH POINTE LEGAL, PLLC	RE DALZELL MINORS 21-3137-NA	277.50	93062
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	NORTH POINTE LEGAL, PLLC	RE: KOLE NOVogradac 22-3226-DL	105.00	93063
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	NORTH POINTE LEGAL, PLLC	RE: TRAVIS MICHAEL CARDWELL 23-003240-I	7.50	93064
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	MCDONALD, PATRICK	COURT APPOINTED ATTY FOR VARIOUS NA CAS	1,488.75	93151
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	MCDONALD, PATRICK	COURT APPOINTED ATTY FOR VARIOUS NA CAS	2,373.00	93151
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	SMITH & JOHNSON ATTORNEYS,	FILE#15125-00001 OSCAR DRIVER	15.00	93176
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	SMITH & JOHNSON ATTORNEYS,	FILE# 15125-00003 MADISON BRADLEY	15.00	93176
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	SMITH & JOHNSON ATTORNEYS,	FILE #15125-00004 REBEKA GENTIAN	142.50	93176
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	SMITH & JOHNSON ATTORNEYS,	FILE #15125-00005 ANTHONY COZART	382.50	93176
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	SMITH & JOHNSON ATTORNEYS,	FILE #15125-00006 JUSTIN JEWELL	15.00	93176
101-283-812.00	APPEALS COURT - LEGAL FEES	JENNIFER E. MEAD, P57106	APELLATE ATTORNEY ORDER FOR PAYMENT RE:	501.22	93041
101-283-813.00	PROBATION EXPENSES	JACKPINE BUSINESS CENTERS	SUPPLIES-PROBATION	57.06	93039
101-283-962.00	JIS RELATED COSTS	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	638.08	93054
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	KENNETH HILLIARD	CONTRACTED SERVICES FOR DRUG COURT COOF	1,600.55	93047
Total For Dept 283 CIRCUIT COURT				28,252.45	
Dept 286 DISTRICT COURT					
101-286-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	464.49	93113
101-286-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	74.04	93119
101-286-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	182.54	93076
101-286-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	23.28	93076
101-286-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	21.19	56
101-286-727.00	OFFICE SUPPLIES	DES MOINES STAMP COMPANY	OFFICE SUPPLIES-DISTIRCT COURT PRINTER	29.00	93114
101-286-727.00	OFFICE SUPPLIES	I.C.L.E.	MI MODEL CIVIL JURY INSTRUCTIONS	148.50	93126
101-286-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDITIONI	COOLER RENTAL	12.00	93150
101-286-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDITIONI	BOTTLE WATER, DELIVERY FEE, DEPOSIT	54.00	93150
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	BARE & WESTFALL, P.C.	IN THE MATTER OF CANDACE ROBINSON	110.00	93093
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	BARE & WESTFALL, P.C.	IN THE MATTER OF DAVID KILIAN	100.00	93093
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	BARE & WESTFALL, P.C.	IN THE MATTER OF JOSEPHINE POSWOSKI	150.00	93093
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	OHEARN LEGAL	HOWARD W. FOUST	120.00	93164
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	SMITH & JOHNSON ATTORNEYS,	FILE#06567-00047 CARPENTER, SHAUN	220.00	93176
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	SMITH & JOHNSON ATTORNEYS,	FILE# 06567-00057 DANIEL CULP SR.	100.00	93176
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	SMITH & JOHNSON ATTORNEYS,	FILE #06567-00058 PETER VOLAS	100.00	93176
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	SMITH & JOHNSON ATTORNEYS,	FILE# 06567-00064 MICHAEL CONGER	125.00	93176
101-286-806.00	SCREENING FEES	OPEN DOOR ASSESSMENTS, LLC	COURT SCREENING	150.00	93166
101-286-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT# 842083652-00001 PHONES	238.98	93081
101-286-956.20	EXAMINATIONS-DEV DISABLED	NORTHERN CLINICAL & DIAGN	JUSTIN JEWELL PSYCOLOGICAL TESTING ELV	510.00	93160
101-286-962.20	JIS RELATED COSTS	JUDICIAL MANAGMENT SYSTEMS	PDF DOCUMENT SUPPORT FOR DISTIRCT COUR	30.00	93135

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Fund 101 GENERAL FUND					
Dept 286 DISTRICT COURT					
Total For Dept 286 DISTRICT COURT				2,963.02	
Dept 289 FRIEND OF THE COURT					
101-289-964.10	REIMBURSEMENT TO MANISTEE	MANISTEE COUNTY FOC	FOC REIMBURSEMENT TO MANISTEE COUNTY F	10,448.90	93145
Total For Dept 289 FRIEND OF THE COURT				10,448.90	
Dept 296 PROSECUTING ATTORNEY					
101-296-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	238.35	93113
101-296-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	38.60	93119
101-296-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	128.07	93076
101-296-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	17.50	93076
101-296-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	122.78	56
101-296-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT# 842083652-00001 PHONES	87.30	93081
101-296-901.00	RESOURCE MATERIALS	RELX INC. DBA LEXISNEXIS	4252ZSHK8	181.00	93170
Total For Dept 296 PROSECUTING ATTORNEY				813.60	
Dept 301 SHERIFF					
101-301-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	1,160.43	93113
101-301-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	180.36	93119
101-301-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	513.68	93076
101-301-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	56.00	93076
101-301-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	OFFICE SUPPLIES - SPLIT	63.93	92996
101-301-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	OFF SUPP ROAD/JAIL	21.31	92998
101-301-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD COMMIS	FEB 2024 FUEL SHERIFF	3,749.21	93094
101-301-748.00	GAS, OIL & GREASE	WATSON BENZIE LLC	21-4 OIL CHANGE/TR CONTRACT	340.00	93191
101-301-749.00	VEHICLE REPAIRS	GRAND TRAVERSE MOBILE COM	22-1 MIC CRADLE R&R	190.00	93033
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, INC.	17-3 DODGE RAM PADS/ROTORS CAILPERS	900.96	93035
101-301-749.00	VEHICLE REPAIRS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	155.63	56
101-301-751.00	UNIFORMS	NYE UNIFORM COMPANY	TIES - SPLIT ROAD/JAIL	40.00	93069
101-301-751.00	UNIFORMS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	15.46	56
101-301-751.00	UNIFORMS	AMAZON CAPITAL SERVICES, I	ROAD UNIF - M. COOK	107.97	93087
101-301-752.10	DRY CLEANERS	ROBBIE'S DRY CLEANERS, INC	DRY CLEANING - FEB 2024	27.00	93171
101-301-800.00	CONTRACTED SERVICES	CORE TECHNOLOGY CORPORATI	ANNUAL CORE TECHNOLOGY MAINTENANCE	3,014.00	93109
101-301-850.00	TELEPHONE	CHARTER COMMUNICATIONS	FEB 2024 BILLING	22.20	93105
101-301-853.00	CELLULAR PHONES-ROAD PATROL	AT & T MOBILITY	ACCOUNT 62653626- 287335001038 BCSO	606.46	93090
101-301-970.00	EQUIPMENT	CMP DISTRIBUTORS	7 VESTS - SPLIT	1,135.43	93016
101-301-970.00	EQUIPMENT	CORO MEDICAL LLC	AED BATTERY X2	740.00	93017
101-301-970.00	EQUIPMENT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	185.54	56
101-301-970.00	EQUIPMENT	CORO MEDICAL LLC	MHO - AED AND SUPPLIES	2,094.00	93110
Total For Dept 301 SHERIFF				15,319.57	
Dept 333 SECONDARY ROAD PATROL					
101-333-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	102.07	93113
101-333-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	15.40	93119
101-333-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	35.08	93076
101-333-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	3.50	93076
101-333-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD COMMIS	FEB 2024 FUEL SHERIFF	409.68	93094
Total For Dept 333 SECONDARY ROAD PATROL				565.73	
Dept 334 ZERO TOLERANCE, BAILIFF					
101-334-900.00	PRINTING & PUBLISHING	CMP DISTRIBUTORS	7 VESTS - SPLIT	2,270.85	93016
Total For Dept 334 ZERO TOLERANCE, BAILIFF				2,270.85	

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Fund 101 GENERAL FUND					
Dept 426 EMERGENCY MANAGEMENT					
101-426-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH1	CLIENT #00110900001 DENTAL INSURANCE FC	52.76	93113
101-426-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	9.28	93119
101-426-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	36.60	93076
101-426-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	3.50	93076
101-426-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	579.24	56
101-426-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, I	CARD HOLDERS & REMOTE HOLDERS & DOOR ST	35.86	93087
Total For Dept 426 EMERGENCY MANAGEMENT				717.24	
Dept 442 DRAIN COMMISSION					
101-442-819.00	CONTRACT SERVICE - LAKE LEVELS	DIXON, CRAIG	MONTHLY CONTRACTED SERVICES FOR DAM WAI	333.33	93020
Total For Dept 442 DRAIN COMMISSION				333.33	
Dept 648 MEDICAL EXAMINER					
101-648-800.00	CONTRACTED SERVICES	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	2,234.34	93054
101-648-835.60	FORENSIC AUTOPSIES	GOSLINOSKI, LOIS R. DO	AUTOPSY FEE	1,200.00	93032
101-648-970.00	EQUIPMENT- MEDICAL EXAMINER	STERICYCLE, INC.	SITE 002: BENZIE COUNTY EMS, STERI-SAFE	750.94	93182
Total For Dept 648 MEDICAL EXAMINER				4,185.28	
Dept 649 MENTAL HEALTH					
101-649-836.00	APPROPRIATIONS	CENTRA WELLNESS NETWORK	MONTHLY APPROPRIATION MARCH 2024	9,731.75	93104
Total For Dept 649 MENTAL HEALTH				9,731.75	
Dept 662 JUVENILE DIVISION					
101-662-702.00	WAGES	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	1,573.62	93054
Total For Dept 662 JUVENILE DIVISION				1,573.62	
Dept 670 DHHS BOARD					
101-670-721.00	PER DIEM - DHHS BOARD	HARRISON, SCOTT	DHHS BOARD MEETING	40.00	93034
101-670-721.00	PER DIEM - DHHS BOARD	JOWETT, GAYLORD	DHHS BOARD MEETING	40.00	93045
101-670-721.00	PER DIEM - DHHS BOARD	SCHAFFER, DONALD E.	DHHS BOARD MEETING	40.00	93074
101-670-860.00	TRAVEL - DHHS BOARD	SCHAFFER, DONALD E.	DHHS BOARD MEETING	6.03	93074
Total For Dept 670 DHHS BOARD				126.03	
Dept 711 REGISTER OF DEEDS					
101-711-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH1	CLIENT #00110900001 DENTAL INSURANCE FC	182.67	93113
101-711-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	29.32	93119
101-711-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	54.42	93076
101-711-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	10.50	93076
101-711-800.00	CONTRACTED SERVICES - LAREDO	FIDLAR TECHNOLOGIES INC	CONTRACTED SERV LAREDO LIC FEE JAN 2024	1,787.04	93028
Total For Dept 711 REGISTER OF DEEDS				2,063.95	
Dept 751 PARKS & RECREATION DEPARTMENT					
101-751-721.00	PER DIEM	BARB IKENS	PARKS AND RECREATION MEETING	40.00	93001
101-751-721.00	PER DIEM	BARNARD, JASON	PARKS AND RECREATION MEETING	40.00	93002
101-751-721.00	PER DIEM	DUPERRON, SEAN	PARKS AND RECREATION MEETING	40.00	93023
101-751-721.00	PER DIEM	HOOGERP, EDWARD	PARKS AND RECREATION MEETING	40.00	93036
101-751-721.00	PER DIEM	JOHNSON, SHAUN	PARKS AND RECREATION MEETING	40.00	93044
101-751-721.00	PER DIEM	KRAUS, CHARLES	PARKS AND RECREATION MEETING	40.00	93049
101-751-721.00	PER DIEM	SKURDALL, BARBARA	PARKS AND RECREATION MEETING	40.00	93075
101-751-860.00	TRAVEL	BARB IKENS	PARKS AND RECREATION MEETING	10.05	93001
101-751-860.00	TRAVEL	BARNARD, JASON	PARKS AND RECREATION MEETING	6.70	93002
101-751-860.00	TRAVEL	DUPERRON, SEAN	PARKS AND RECREATION MEETING	11.39	93023
101-751-860.00	TRAVEL	HOOGERP, EDWARD	PARKS AND RECREATION MEETING	2.01	93036

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Fund 101 GENERAL FUND					
Dept 751 PARKS & RECREATION DEPARTMENT					
101-751-860.00	TRAVEL	JOHNSON, SHAUN	PARKS AND RECREATION MEETING	3.35	93044
101-751-860.00	TRAVEL	KRAUS, CHARLES	PARKS AND RECREATION MEETING	14.74	93049
101-751-860.00	TRAVEL	SKURDALL, BARBARA	PARKS AND RECREATION MEETING	2.01	93075
Total For Dept 751 PARKS & RECREATION DEPARTMENT				330.25	
Total For Fund 101 GENERAL FUND				151,227.44	
Fund 210 AMBULANCE FUND					
Dept 222 INSURANCE AND BONDS					
210-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	2,434.80	93056
210-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	240.69	93057
Total For Dept 222 INSURANCE AND BONDS				2,675.49	
Dept 265 BUILDING & GROUNDS					
210-265-750.00	MAINTENANCE SUPPLIES	FRANKFORT HARDWARE	ST 3 SUPPLIES	57.29	93121
210-265-750.00	MAINTENANCE SUPPLIES	MCCARDEL WATER CONDITIONIN	SALT DELIVERY	27.00	93150
210-265-750.00	MAINTENANCE SUPPLIES	NUGENT ACE HARDWARE	WASTE BASKET FOR A32	8.99	93162
210-265-820.00	GROUPS MAINTENANCE	NORTHERN OUTDOORS	JAN PLOWING AT ST 3	400.00	93161
210-265-820.00	GROUPS MAINTENANCE	NORTHERN OUTDOORS	DEC PLOW ST 3	150.00	93161
210-265-922.00	WATER & SEWER	MCCARDEL WATER CONDITIONIN	ST 3 WATER CONDITIONING	61.50	93150
210-265-923.00	FUEL/PROPANE-EMS, PINE/TVILLE/PA	DTE ENERGY	ACCT #9100 209 2902 2 PARK AVE	289.80	93022
Total For Dept 265 BUILDING & GROUNDS				994.58	
Dept 651 EMERGENCY MEDICAL TECHNICIANS					
210-651-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIC	CLIENT #00110900001 DENTAL INSURANCE FC	27.84	93113
210-651-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	4.64	93119
210-651-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	30.65	93076
210-651-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	3.50	93076
Total For Dept 651 EMERGENCY MEDICAL TECHNICIANS				66.63	
Dept 655 ADVANCED LIFE SUPPORT (ALS)					
210-655-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIC	CLIENT #00110900001 DENTAL INSURANCE FC	1,086.73	93113
210-655-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	172.76	93119
210-655-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	509.51	93076
210-655-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	51.28	93076
210-655-748.00	GAS, OIL & GREASE-EMS	BENZIE COUNTY ROAD COMMIS	FEBRUARY 2024 FUEL-EMS	2,853.45	93094
210-655-749.00	VEHICLE REPAIRS	EXPRESS LUBE & TIRE SERVIC	A32 OIL	102.75	93025
210-655-749.00	VEHICLE REPAIRS	EXPRESS LUBE & TIRE SERVIC	T61 OIL	105.87	93026
210-655-749.00	VEHICLE REPAIRS	EXPRESS LUBE & TIRE SERVIC	A23 OIL	102.75	93027
210-655-751.00	UNIFORMS	BAY SUPPLY & MARKETING, I	EMBROIDERY	40.00	93004
210-655-751.00	UNIFORMS	CALVIN DENNIS	ERT APPAREL	73.75	93102
210-655-751.00	UNIFORMS	THOMAS KING	WORK SHOES	109.99	93185
210-655-800.01	CONTRACTED SERVICES - BILLING	FIRE RECOVERY EMS	FEB INVOICING	4,547.86	93120
210-655-820.00	QA ASSESSMENTS	MICHIGAN DEPARTMENT OF HE	EMS QUALITY ASSURANCE ASSESMENT BY STAT	1,280.69	93152
210-655-961.00	TRAINING & SCHOOLS	MUNSON REGIONAL EMS EDUCA	AMANDA BROWN ACLS IN APRIL	225.00	93157
210-655-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	582.62	56
210-655-963.00	COMPUTER SUPPORT	KARHU CYBER	IT SERVICES & MONTHLY CHARGES-MARCH 202	640.58	93137
Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)				12,485.59	
Total For Fund 210 AMBULANCE FUND				16,222.29	
Fund 213 JAIL OPERATIONS FUND					
Dept 222 INSURANCE AND BONDS					

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Fund 213 JAIL OPERATIONS FUND					
Dept 222 INSURANCE AND BONDS					
213-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	3,978.39	93056
213-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	393.28	93057
Total For Dept 222 INSURANCE AND BONDS				4,371.67	
Dept 265 BUILDING & GROUNDS					
213-265-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	28.63	93076
213-265-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	3.50	93076
213-265-783.00	EQUIP. SERVICES & SUPPLIES	KSS	OFFICE SUPPLIES FOR JAIL	452.34	93050
213-265-783.00	EQUIP. SERVICES & SUPPLIES	NUGENT ACE HARDWARE	BENZIE COUNTY SHERIFF'S OFFICE ACCT#144	111.53	93065
213-265-783.00	EQUIP. SERVICES & SUPPLIES	AMAZON CAPITAL SERVICES, I	MAINT SUPPLIES PT	65.24	93087
213-265-853.00	CELLULAR PHONES	AT & T MOBILITY	ACCOUNT 62653626- 287335001038 BCSO	115.09	93090
213-265-935.00	JAIL REPAIRS	NUGENT ACE HARDWARE	BENZIE COUNTY SHERIFF'S OFFICE ACCT#144	113.96	93065
213-265-935.00	JAIL REPAIRS	ROTO-ROOTER OF NORTHERN MI	JAIL BLOCKAGE - BRANCH/ MAIN LINE	479.00	93073
213-265-935.00	JAIL REPAIRS	GRAHAM MOTOR & GENERATOR S	02/29/2024 GENERATOR SERVICE	1,086.60	93124
Total For Dept 265 BUILDING & GROUNDS				2,455.89	
Dept 351 JAIL - CORRECTIONS					
213-351-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIC	CLIENT #00110900001 DENTAL INSURANCE FC	987.05	93113
213-351-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	158.84	93119
213-351-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	513.30	93076
213-351-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	54.78	93076
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	OFFICE SUPPLIES - SPLIT	69.07	92996
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	OFF SUPP ROAD/JAIL	21.31	92998
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPPLIES 02112024 TO 02172024	2,929.44	93012
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPP 02.18.24 TO 02.24.24 JAIL	2,801.69	93014
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPP 02/25/2024 TO 03/02/2024	2,831.40	93103
213-351-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD COMMIS	FEB 2024 FUEL SHERIFF	109.42	93094
213-351-749.00	VEHICLE REPAIRS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	40.78	56
213-351-751.00	UNIFORMS	NYE UNIFORM COMPANY	CLASS A T. DRAEGER	170.45	93067
213-351-751.00	UNIFORMS	NYE UNIFORM COMPANY	CLASS A - V. MOORE	173.53	93068
213-351-751.00	UNIFORMS	NYE UNIFORM COMPANY	TIES - SPLIT ROAD/JAIL	40.00	93069
213-351-751.00	UNIFORMS	AMAZON CAPITAL SERVICES, I	JAIL UNIF - A. T.	89.98	93087
213-351-752.10	DRY CLEANERS	ROBBIE'S DRY CLEANERS, INC	DRY CLEANING - FEB 2024	115.00	93171
213-351-800.00	CONTRACTED SERVICES	ID NETWORKS, INC.	LIVESCAN 03/01/2024 TO 02/28/2025 - JAI	2,495.00	93037
213-351-834.00	PRISONER MEDICAL	CANTEEN SERVICES	JAIL MED - DISTILLED H2O CPAP	127.24	93013
213-351-940.20	EQUIPMENT LEASE - COPIER-4003142	TEAM FINANCIAL GROUP, INC.	40031429 CONTRACT 40031429-1	307.00	93078
213-351-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	614.99	56
213-351-963.00	COMPUTER SUPPORT	KARHU CYBER	IT SERVICES & MONTHLY CHARGES-MARCH 202	960.88	93137
213-351-970.00	EQUIPMENT	CMP DISTRIBUTORS	7 VESTS - SPLIT	3,421.24	93016
Total For Dept 351 JAIL - CORRECTIONS				19,032.39	
Total For Fund 213 JAIL OPERATIONS FUND				25,859.95	
Fund 216 SEASONAL ROAD PATROL FUND					
Dept 335 SEASONAL ROAD PATROL					
216-335-970.00	EQUIPMENT	CMP DISTRIBUTORS	7 VESTS - SPLIT	1,135.43	93016
Total For Dept 335 SEASONAL ROAD PATROL				1,135.43	
Total For Fund 216 SEASONAL ROAD PATROL FUND				1,135.43	
Fund 217 SNOWMOBILE PATROL FUND					
Dept 332 SNOWMOBILE LAW ENFORCEMENT					
217-332-748.00	GAS, OIL & GREASE	EXPRESS LUBE & TIRE SERVI	C14-1 OIL CHANGE - SNOW	54.85	93024

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Fund 217 SNOWMOBILE PATROL FUND					
Dept 332 SNOWMOBILE LAW ENFORCEMENT					
217-332-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD COMMIS	FEB 2024 FUEL SHERIFF	112.93	93094
Total For Dept 332 SNOWMOBILE LAW ENFORCEMENT				167.78	
Total For Fund 217 SNOWMOBILE PATROL FUND				167.78	
Fund 228 SOLID WASTE/RECYCLING FUND					
Dept 000					
228-000-702.00	WAGES	MIKE MACKIN	SITE ATTENDANT	140.00	93058
228-000-702.00	WAGES	MIKE MACKIN	SITE ATTENDANT	140.00	93156
228-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	27.84	93113
228-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE IN	GROUP #1039923 SUB#1001	4.64	93119
228-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	29.96	93076
228-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	3.50	93076
228-000-800.00	CONTRACTED SERVICES-RECYCLING 20	GFL ENVIRONMENTAL	ACCT#2083937 RECYCLE JANUARY 2024	15,917.64	93031
228-000-850.00	TELEPHONE	VERIZON WIRELESS	ACCT# 842083652-00001 PHONES	43.65	93081
228-000-934.00	OTHER REPAIRS/ MAINTENANCE - SIT	A J'S EXCAVATING LLC	SNOWPLOWING FOR FEBRUARY 2024	107.00	93086
228-000-955.00	CONVENTIONS & DUES	MICHIGAN RECYCLING COALITI	MRC ANNUAL RENEWAL	250.00	93153
228-000-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	64.74	56
228-000-963.00	COMPUTER SUPPORT	KARHU CYBER	IT SERVICES & MONTHLY CHARGES-MARCH 202	80.07	93137
Total For Dept 000				16,809.04	
Dept 222 INSURANCE AND BONDS					
228-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	1,143.89	93056
228-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	113.08	93057
Total For Dept 222 INSURANCE AND BONDS				1,256.97	
Total For Fund 228 SOLID WASTE/RECYCLING FUND				18,066.01	
Fund 232 SHERIFF'S K-9 FUND					
Dept 000					
232-000-967.00	PROJECT EXPENSES	NUGENT ACE HARDWARE	BENZIE COUNTY SHERIFF'S OFFICE ACCT#144	18.95	93065
232-000-967.00	PROJECT EXPENSES	OAKWOOD VETERINARY HOSPIT	K9 OMAR VET 362.20	362.20	93071
232-000-967.00	PROJECT EXPENSES	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	455.93	56
232-000-967.00	PROJECT EXPENSES	RYAN DUMOND	WORKING DOG ASSOC DUES	60.00	93173
Total For Dept 000				897.08	
Total For Fund 232 SHERIFF'S K-9 FUND				897.08	
Fund 236 SCHOOL RESOURCE OFFICER					
Dept 000					
236-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #00110900001 DENTAL INSURANCE FC	154.83	93113
236-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE IN	GROUP #1039923 SUB#1001	24.68	93119
236-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	68.23	93076
236-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	7.00	93076
236-000-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD COMMIS	FEB 2024 FUEL SHERIFF	509.69	93094
236-000-957.00	MISCELLANEOUS	AT & T MOBILITY	ACCOUNT 62653626- 287335001038 BCSO	80.08	93090
Total For Dept 000				844.51	
Dept 222 INSURANCE AND BONDS					
236-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	1,824.99	93056
236-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	180.41	93057
Total For Dept 222 INSURANCE AND BONDS				2,005.40	

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Fund 236 SCHOOL RESOURCE OFFICER		Total For Fund 236 SCHOOL RESOURCE OFFICER		2,849.91	
Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND					
Dept 000					
243-000-967.00	PROJECT EXPENSES	FISHBECK	BRA SUPPORT	312.00	93029
		Total For Dept 000		312.00	
		Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND		312.00	
Fund 249 BUILDING DEPARTMENT FUND					
Dept 222 INSURANCE AND BONDS					
249-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK MFG BLDG & LIABILITY		1,029.24	93056
249-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK MFG BLDG & LIABILITY		101.75	93057
		Total For Dept 222 INSURANCE AND BONDS		1,130.99	
Dept 371 BUILDING INSPECTOR					
249-371-800.00	BUILDING PERMITS	ASSOCIATED GOVERNMENT SERVICE PERMIT FEES FOR FEBRUARY 2024		8,269.00	93089
249-371-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA COMBINED CREDIT CARDS FOR CLOSING DATE		97.10	56
249-371-963.00	COMPUTER SUPPORT	KARHU CYBER IT SERVICES & MONTHLY CHARGES-MARCH 2024		400.36	93137
		Total For Dept 371 BUILDING INSPECTOR		8,766.46	
Dept 372 PLUMBING INSPECTOR					
249-372-800.00	PLUMBING PERMITS	ASSOCIATED GOVERNMENT SERVICE PERMIT FEES FOR FEBRUARY 2024		3,220.00	93089
		Total For Dept 372 PLUMBING INSPECTOR		3,220.00	
Dept 373 MECHANICAL INSPECTOR					
249-373-800.00	MECHANICAL PERMITS	ASSOCIATED GOVERNMENT SERVICE PERMIT FEES FOR FEBRUARY 2024		8,590.00	93089
		Total For Dept 373 MECHANICAL INSPECTOR		8,590.00	
Dept 375 ELECTRICAL INSPECTOR					
249-375-800.00	ELECTRICAL PERMITS	ASSOCIATED GOVERNMENT SERVICE PERMIT FEES FOR FEBRUARY 2024		6,474.00	93089
		Total For Dept 375 ELECTRICAL INSPECTOR		6,474.00	
		Total For Fund 249 BUILDING DEPARTMENT FUND		28,181.45	
Fund 251 ANIMAL CONTROL FUND					
Dept 222 INSURANCE AND BONDS					
251-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK MFG BLDG & LIABILITY		1,280.69	93056
251-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK MFG BLDG & LIABILITY		126.60	93057
		Total For Dept 222 INSURANCE AND BONDS		1,407.29	
Dept 430 ANIMAL CONTROL					
251-430-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIGAN CLIENT #00110900001 DENTAL INSURANCE FIDELITY SECURITY LIFE INSURANCE GROUP #1039923 SUB#1001		129.91	93113
251-430-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INSURANCE GROUP #1039923 SUB#1001		20.04	93119
251-430-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SHORT/TERM DISABILITY		58.93	93076
251-430-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY POLICY #00 761476 DIVSN:0001 LIFE & SHORT/TERM DISABILITY		7.00	93076
251-430-727.00	OFFICE SUPPLIES	NUGENT ACE HARDWARE CAR CLEANER/FASTENERS/PLUGS LIGHTER		17.26	93066
251-430-748.00	GAS, OIL & GREASE-ANIMAL CONTROL	BENZIE COUNTY ROAD COMMISSION FEBRUARY 2024 FUEL-ACO		350.52	93094
251-430-835.20	ANIMAL EXPENSES	J.P. MORGAN CHASE BANK NA COMBINED CREDIT CARDS FOR CLOSING DATE		23.99	56
251-430-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA COMBINED CREDIT CARDS FOR CLOSING DATE		129.47	56
251-430-963.00	COMPUTER SUPPORT	KARHU CYBER IT SERVICES & MONTHLY CHARGES-MARCH 2024		320.29	93137
251-430-963.00	COMPUTER SUPPORT	TKS SECURITY ACO ACCESS CONTROL QUARTERLY BILLING		75.00	93188
		Total For Dept 430 ANIMAL CONTROL		1,132.41	
		Total For Fund 251 ANIMAL CONTROL FUND		2,539.70	

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Fund 254 SOIL EROSION (SESSC) FUND					
Dept 380 SOIL EROSION CONTROL					
254-380-800.00	SOIL EROSION PERMITS	ASSOCIATED GOVERNMENT SERV	PERMIT FEES FOR FEBRUARY 2024	1,000.00	93089
		Total For Dept 380 SOIL EROSION CONTROL		1,000.00	
		Total For Fund 254 SOIL EROSION (SESSC) FUND		1,000.00	
Fund 259 DISPATCHER TRAINING FUND					
Dept 000					
259-000-961.00	TRAINING & SCHOOLS	DEWOLF AND ASSOCIATES	MAGNAN CTO COURSE	845.00	93115
		Total For Dept 000		845.00	
		Total For Fund 259 DISPATCHER TRAINING FUND		845.00	
Fund 261 911 EMERGENCY SERVICE FUND					
Dept 222 INSURANCE AND BONDS					
261-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK MFG	BLDG & LIABILITY	901.35	93056
261-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK MFG	BLDG & LIABILITY	89.10	93057
		Total For Dept 222 INSURANCE AND BONDS		990.45	
Dept 325 DISPATCH/COMMUNICATION					
261-325-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIGAN	CLIENT #00110900001 DENTAL INSURANCE FC	473.78	93113
261-325-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INSURANCE	GROUP #1039923 SUB#1001	77.20	93119
261-325-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE & SH/	281.95	93076
261-325-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE & SH/	31.50	93076
261-325-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, INC	GENERAL OFFICE SUPPLIES AND OFFICE CHAIR	218.74	93087
261-325-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, INC	GENERAL OFFICE SUPPLIES	125.42	93087
261-325-751.00	UNIFORMS	DONNA KAYE STEVENS	REIMBURSEMENT PER LABOR CONTRACT FOR UNIFORMS	147.97	93021
261-325-830.00	911 MAINTENANCE CONTRACT	BIDDLE CONSULTING GROUP INC	TESTGENIUS ONLINE CRITICAL PRORATED THRU	1,272.00	93009
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL, LLC	APRIL 2024 911 MONTHLY SERVICE AND MAIN	938.00	93193
261-325-930.00	EQUIPMENT REPAIR	GRAND TRAVERSE MOBILE COMM	RADIO SPEAKERS	2,312.00	93125
261-325-954.10	RENT	KSS	OFFICE SUPPLIES FOR JAIL	32.78	93050
261-325-954.10	RENT	NUGENT ACE HARDWARE	BENZIE COUNTY SHERIFF'S OFFICE ACCT#144	67.47	93065
261-325-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	491.00	56
261-325-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	420.78	56
261-325-963.00	COMPUTER SUPPORT	KARHU CYBER	IT SERVICES & MONTHLY CHARGES-MARCH 2024	960.88	93137
261-325-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, INC	DISPATCH DOORBELL AND DESK ORGANIZER	46.12	92997
261-325-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, INC	GENERAL OFFICE SUPPLIES AND OFFICE CHAIR	337.78	93087
261-325-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, INC	SERVER ADAPTER FOR EMD LICENSING	42.60	93087
261-325-978.01	LIEN ACCESS	CORE TECHNOLOGY CORPORATION	ANNUAL CORE TECHNOLOGY MAINTENANCE	3,014.00	93109
		Total For Dept 325 DISPATCH/COMMUNICATION		11,291.97	
		Total For Fund 261 911 EMERGENCY SERVICE FUND		12,282.42	
Fund 265 TNT OFFICER MILLAGE FUND					
Dept 000					
265-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICHIGAN	CLIENT #00110900001 DENTAL INSURANCE FC	27.84	93113
265-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INSURANCE	GROUP #1039923 SUB#1001	4.64	93119
265-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE & SH/	35.08	93076
265-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE & SH/	3.50	93076
265-000-748.00	GAS, OIL & GREASE	BENZIE COUNTY ROAD COMMISSION	FEB 2024 FUEL SHERIFF	97.17	93094
265-000-840.00	INTELL/INVESTIGATIONS	TRANSUNION RISK & ALTERNATIVE	FEB 2024 INTELL	87.40	93189
265-000-853.00	CELLULAR PHONES-TNT	AT & T MOBILITY	ACCOUNT 62653626- 287335001038 BCSO	35.01	93090
		Total For Dept 000		290.64	

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Fund 265 TNT OFFICER MILLAGE FUND					
Dept 222 INSURANCE AND BONDS					
265-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	1,824.99	93056
265-222-828.10	LIABILITY & BUILDING INSURANCE	MICHIGAN MUNICIPAL RISK M	BLDG & LIABILITY	180.41	93057
Total For Dept 222 INSURANCE AND BONDS				2,005.40	
Total For Fund 265 TNT OFFICER MILLAGE FUND				2,296.04	
Fund 269 LAW LIBRARY FUND					
Dept 000					
269-000-901.00	RESOURCE MATERIALS	MANISTEE COUNTY	REIMBURSEMENT FROM BENZIE COUNTY TO MAN	144.00	93053
269-000-901.00	RESOURCE MATERIALS	THOMSON REUTERS - WEST	WESTLAW DATABASE- FEBRUARY 2024	253.94	93187
269-000-901.00	RESOURCE MATERIALS	THOMSON REUTERS - WEST	BOOKS & BOUNDS TANGIBLE PERSONAL PROPEF	1,099.65	93187
Total For Dept 000				1,497.59	
Total For Fund 269 LAW LIBRARY FUND				1,497.59	
Fund 276 COMMISSION ON AGING MILLAGE FUND					
Dept 000					
276-000-800.00	CONTRACTED SERVICES	BENZIE SENIOR RESOURCES	MONTHLY PAYMENT FOR CONTRACTED SERVICES	111,108.00	93008
Total For Dept 000				111,108.00	
Total For Fund 276 COMMISSION ON AGING MILLAGE FUND				111,108.00	
Fund 285 POINT BETSIE LIGHTHOUSE FUND					
Dept 808 5.1 M STATE GRANT					
285-808-800.00	CONTRACTED SERVICES - ENGINEERIN	BARR ENGINEERING CO.	POINT BETSIE SHORELINE PROTECTION SYSTE	6,506.00	93003
Total For Dept 808 5.1 M STATE GRANT				6,506.00	
Total For Fund 285 POINT BETSIE LIGHTHOUSE FUND				6,506.00	
Fund 286 AMERICAN RESCUE PLAN ACT (ARPA) GRANT					
Dept 000					
286-000-967.00	PROJECT EXPENSES	AMAZON CAPITAL SERVICES, I	SCANNERS FOR ANIMAL CONTROL	703.86	93087
286-000-967.00	PROJECT EXPENSES	AMAZON CAPITAL SERVICES, I	SCANNER FOR K LONG	232.29	93087
Total For Dept 000				936.15	
Total For Fund 286 AMERICAN RESCUE PLAN ACT (ARPA) GR				936.15	
Fund 292 CHILD CARE FUND					
Dept 000					
292-000-702.00	SALARY - CASEWORKER	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	5,416.16	93054
292-000-725.00	FRINGE BENEFITS - JUVENILE OFFIC	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	648.58	93054
292-000-725.06	FRINGE BENEFITS - CASEWORKER	MANISTEE COUNTY - ADMINIS	MANISTEE COURT COST REIMB	2,669.47	93054
292-000-840.95	IN HOME CARE MISC.	ROBINSON, KELLIE	FAMILY DIVISION JUV. PROBATION TRAVEL E	61.37	93072
292-000-840.95	IN HOME CARE MISC.	ROBINSON, KELLIE	JUEVINILE PROBATION & FAMILY DIVISION T	395.85	93172
292-000-850.00	TELEPHONE	ROBINSON, KELLIE	FAMILY DIVISION JUV. PROBATION TRAVEL E	50.00	93072
292-000-850.00	TELEPHONE	ROBINSON, KELLIE	JUEVINILE PROBATION & FAMILY DIVISION T	50.00	93172
292-000-860.00	TRAVEL/GAS CARDS	ROBINSON, KELLIE	FAMILY DIVISION JUV. PROBATION TRAVEL E	83.08	93072
292-000-860.00	TRAVEL/GAS CARDS	ROBINSON, KELLIE	JUEVINILE PROBATION & FAMILY DIVISION T	95.60	93172
Total For Dept 000				9,470.11	
Total For Fund 292 CHILD CARE FUND				9,470.11	
Fund 293 VETERAN'S RELIEF FUND					
Dept 000					

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Fund 293 VETERAN'S RELIEF FUND					
Dept 000					
293-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	DELTA DENTAL PLAN OF MICH	CLIENT #001109000001 DENTAL INSURANCE FC	27.84	93113
293-000-717.00	MEDICAL/DENTAL/VISION INSURANCE	FIDELITY SECURITY LIFE INS	GROUP #1039923 SUB#1001	4.64	93119
293-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	34.41	93076
293-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE & SH/	3.50	93076
293-000-839.10	VETERANS FINANCIAL AID	STAPLETONS	30 VETERANS GAS CARD VOUCHERS	300.00	93077
293-000-839.10	VETERANS FINANCIAL AID	BLARNEY CASTLE OIL COMPAN	CUSTOMER# 06-0203264 VA ASSISTANCE	487.19	93097
293-000-839.10	VETERANS FINANCIAL AID	CONSUMERS ENERGY	ACCT #1000 5687 0304-7580 CADILLAC HWY-	303.39	93108
293-000-839.10	VETERANS FINANCIAL AID	STATE SAVINGS BANK	REAL ESTATE LOAN PMT VA ASSISTANCE	890.52	93181
293-000-860.00	TRAVEL	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	465.94	56
293-000-900.00	PRINTING & PUBLISHING	MIDWESTERN BROADCASTING	WTCM-FM BROADCASTING	1,260.00	93155
293-000-900.00	PRINTING & PUBLISHING	MIDWESTERN BROADCASTING	WKLT-FM/WBCM-FM ROCK STATION BROADCASTI	1,260.00	93155
293-000-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED CREDIT CARDS FOR CLOSING DATE	64.74	56
293-000-963.00	COMPUTER SUPPORT	KARHU CYBER	IT SERVICES & MONTHLY CHARGES-MARCH 202	80.07	93137
Total For Dept 000				5,182.24	
Total For Fund 293 VETERAN'S RELIEF FUND				5,182.24	
Fund 296 JUVENILE JUSTICE FUND					
Dept 000					
296-000-800.00	CONTRACTUAL SERVICES	LORI R. WADE	SOCIAL WORKER SERVICES TO BENZIE COUNTY	3,750.00	93142
Total For Dept 000				3,750.00	
Total For Fund 296 JUVENILE JUSTICE FUND				3,750.00	
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 101 BOARD OF COMMISSIONERS					
401-101-967.00	PROJECT EXPENSES (GENERAL FUND)	CHERRY CAPITAL CONNECTION	BENZIE COUNTY INTERNET FOR ALL- 14TH IN	100,000.00	93106
401-101-967.00	PROJECT EXPENSES (GENERAL FUND)	WATERLAND TILE CO	REPLACE CARPET IN 206 & HALLWAY BY ADMI	6,800.00	93190
Total For Dept 101 BOARD OF COMMISSIONERS				106,800.00	
Dept 351 JAIL - CORRECTIONS					
401-351-967.00	PROJECT EXPENSES (JAIL)	WESTERN DETENTION	DEADLATCH KNOB RELEASE IN JAIL	3,785.00	93192
Total For Dept 351 JAIL - CORRECTIONS				3,785.00	
Dept 902 EMERGENCY RADIO TOWER PROJECT					
401-902-967.00	PROJECT EXPENSES (TOWER)	CHERRY CAPITAL CONNECTION	911 TOWER BUILD	51,000.00	93106
Total For Dept 902 EMERGENCY RADIO TOWER PROJECT				51,000.00	
Total For Fund 401 CAPITAL IMPROVEMENT FUND				161,585.00	
Fund 516 DELINQUENT TAX REVOLVING FUND					
Dept 000					
516-000-689.00	CASH OVER/SHORT	BENZIE COUNTY TREASURER	OVERPAYMENT ON DLQ TAX 07-008-037-00	93.78	93007
516-000-689.00	CASH OVER/SHORT	BENZIE COUNTY TREASURER	OVERPAID ON DLQ TXS 07-508-021-20 APPL	714.64	93096
516-000-689.00	CASH OVER/SHORT	BENZIE COUNTY TREASURER	OVERPAID ON DLQ TXS 01-006-004-00 APPL	24.22	93096
516-000-967.00	PROJECT EXPENSES	AUTOMATED BUSINESS EQUIPM	SERVICE CONTRACT ON FOLDER/INSERT/SEALE	1,100.00	93091
Total For Dept 000				1,932.64	
Total For Fund 516 DELINQUENT TAX REVOLVING FUND				1,932.64	
Fund 532 TAX FORECLOSURE FUND					
Dept 253 COUNTY TREASURER					
532-253-801.00	CONTRACTED SERVICES	TITLE CHECK LLC	FEB CERT MAIL EXPENSE 2022 TX FORFEIT C	22.50	93079
532-253-810.00	LEGAL FEES	LUCAS V. MIDDLETON	TAX FORECLOSURE SERVICES	625.00	93144

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 532 TAX FORECLOSURE FUND					
Dept 253 COUNTY TREASURER					
Total For Dept 253 COUNTY TREASURER				647.50	
Total For Fund 532 TAX FORECLOSURE FUND				647.50	
Fund 701 GENERAL AGENCY FUND					
Dept 215 COUNTY CLERK					
701-215-228.16	DUE STATE - PISTOL PERMITS	STATE OF MICHIGAN (#38-60	CPL FOR FEBRUARY 2024	1,663.00	93180
701-215-228.37	DUE STATE - CRIME VICTIM RIGHTS	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTALS FOR FEBF	353.25	93179
701-215-228.42	DUE STATE - STATE COURT - MOTION	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTALS FOR FEBF	120.00	93179
701-215-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTALS FOR FEBF	100.00	93179
701-215-228.57	DUE STATE - STATE JURY FEES	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTALS FOR FEBF	25.00	93179
701-215-228.58	DUE STATE - CIVIL FILING FEES	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTALS FOR FEBF	476.00	93179
701-215-228.59	DUE STATE - JUSTICE SYSTEM FUND	STATE OF MICHIGAN	CIRCUIT COURT FEE TRANSMITTALS FOR FEBF	187.55	93179
701-215-265.00	CASH BONDS PAYABLE	BENZIE COUNTY FRIEND OF T	BOND POSTED 19-11041-DM J.JOSLIN	328.98	93005
701-215-265.00	CASH BONDS PAYABLE	JOEL ARRON JOSLIN	BOND POSTED-CIRCUIT 19-11041-DM J.JOSLI	110.00	93042
701-215-271.00	RESTITUTIONS PAYABLE	BENZIE COUNTY SHERIFF OFF	RESTITUTION-CIRCUIT 23-2923-FH K.CHAPPE	99.00	93006
701-215-271.00	RESTITUTIONS PAYABLE	BLARNEY CASTLE	RESTITUTION-CIRUCIT 02-1795-FC M.REED	37.50	93010
701-215-271.00	RESTITUTIONS PAYABLE	JAKE BUTTERFILL	RESTITUTION-CIRUCIT 23-2908-FH J.KOCHIS	52.00	93040
701-215-271.00	RESTITUTIONS PAYABLE	JOHN LEONE	RESTITUTION-CIRUCIT 21-2784-FC T.KEINON	211.00	93043
701-215-271.00	RESTITUTIONS PAYABLE	MARK VICKERY	RESTITUTION-CIRUCIT 11-2233-FH L.BRIGHT	20.00	93055
701-215-271.00	RESTITUTIONS PAYABLE	JAKE BUTTERFILL	RESTITUTION-CIRCUIT-23-2908-FH-J.KOCHIS	25.00	93128
701-215-271.00	RESTITUTIONS PAYABLE	MARK VICKERY	RESTITUTION-CIRCUIT-11-2233-FH-L.BRIGHT	20.00	93147
701-215-271.00	RESTITUTIONS PAYABLE	MARK VICKERY	RESTITUTION-CIRCUIT-11-2233-FH- L.BRIG	20.00	93147
701-215-271.00	RESTITUTIONS PAYABLE	NORMALEE HUDDLESTON	RESTITUTION-CIRCUIT 21-2801-FH G. DALM	10.00	93159
701-215-271.10	FAMILY DIVISION RESTITUTIONS	LAKE AND LEAF	RESTITUTION PAYABLE-23-3241- DL C.JONES	20.00	93141
Total For Dept 215 COUNTY CLERK				3,878.28	
Dept 253 COUNTY TREASURER					
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	LAMERSON, GREG	OVERPAYMENT ON DOG LICENSE	15.00	93052
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	PATRICIA DAUGHERTY	OVERPAID ON DOG LICENSE	17.50	93167
Total For Dept 253 COUNTY TREASURER				32.50	
Dept 286 DISTRICT COURT					
701-286-214.01	DUE TO SHERIFF'S DEPT - OWI REIM	BENZIE COUNTY SHERIFF OFF	OWI REIMBURSTMENT	1,396.40	93095
701-286-228.20	DUE STATE - DNR JUDGEMENT FEES	STATE OF MICHIGAN	FEE TRANSMITTALS FOR DISTRICT COURT	30.00	93178
701-286-228.37	DUE STATE - CRIME VICTIM RIGHTS	STATE OF MICHIGAN	FEE TRANSMITTALS FOR DISTRICT COURT	1,760.87	93178
701-286-228.42	DUE STATE - STATE COURT - MOTION	STATE OF MICHIGAN	FEE TRANSMITTALS FOR DISTRICT COURT	180.00	93178
701-286-228.47	DUE STATE - OWI REIMBURSEMENT	STATE OF MICHIGAN	FEE TRANSMITTALS FOR DISTRICT COURT	350.00	93178
701-286-228.56	DUE STATE - EFILING FEE DIST CO	STATE OF MICHIGAN	FEE TRANSMITTALS FOR DISTRICT COURT	395.00	93178
701-286-228.58	DUE STATE - CIVIL FILING FEES	STATE OF MICHIGAN	FEE TRANSMITTALS FOR DISTRICT COURT	1,876.00	93178
701-286-228.59	DUE STATE - JUSTICE SYSTEM FUND	STATE OF MICHIGAN	FEE TRANSMITTALS FOR DISTRICT COURT	3,217.00	93178
701-286-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT - BENZI	BOND FOR B.LINK	500.00	93084
701-286-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT - BENZI	BOND FOR S.SPRAGUE	100.00	93084
701-286-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT - BENZI	BOND FOR C.SPOHN	100.00	93084
701-286-265.00	CASH BONDS PAYABLE	19TH CIRCUIT COURT - BENZI	BOND FOR C.KIMBEL	200.00	93084
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND, APPLIED TO FINES & BOND COSTS	1,680.00	93085
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR P. LITTLE	865.50	93085
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR M.JONES	100.00	93085
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR R. RYDER	150.00	93085
701-286-265.00	CASH BONDS PAYABLE	ANNA FISCHER	BOND FOR M.FULLER	500.00	93088
701-286-265.00	CASH BONDS PAYABLE	BRAEDON THOMAS CARSKADON	BOND FOR B.CARSKADON	540.00	93098
701-286-265.00	CASH BONDS PAYABLE	BRENDEN LEE-DESMOND ORCUT	BOND FOR B.ORCUTT	100.00	93100
701-286-265.00	CASH BONDS PAYABLE	DAVID BRUCE WALTON	BOND FOR D.WALTON	90.00	93112

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 701 GENERAL AGENCY FUND					
Dept 286 DISTRICT COURT					
701-286-265.00	CASH BONDS PAYABLE	GERALD ALLAN JENNEX III	BOND FOR G.JENNEX	75.00	93122
701-286-265.00	CASH BONDS PAYABLE	JAMES VANHAMMEN	BOND FOR S.CLARK	500.00	93129
701-286-265.00	CASH BONDS PAYABLE	KARI SHEIDLER	BOND FOR K. SCEIDLER	100.00	93138
701-286-265.00	CASH BONDS PAYABLE	KAYLEE MARIE NOVogradac	BOND FOR K.NOVOGRADAC	450.00	93139
701-286-265.00	CASH BONDS PAYABLE	PAUL BRADLEY LITTLE	BOND FOR P.LITTLE	134.50	93168
701-286-265.00	CASH BONDS PAYABLE	ZACHARY BRIDGER HANNA	BOND FOR Z.HANNA	90.00	93194
701-286-271.00	RESTITUTIONS PAYABLE	BALLARD, JOHN	RESTITUTION FROM P.DUMAN 23-115-FY	12.50	93092
701-286-271.00	RESTITUTIONS PAYABLE	JEFFERY KROESING	RESTITUTION PAYABLE FROM C.DEADMAN 23-2	20.00	93132
701-286-271.00	RESTITUTIONS PAYABLE	JOSH BALLARD	RESTITUTION FROM P.DUMAN 23-115-FY	12.50	93134
701-286-271.00	RESTITUTIONS PAYABLE	LOTTIE ZAVALA	RESTITUTION FROM K.HUMSTAD 17-139-SM	5.00	93143
701-286-275.00	REFUNDS	BRITTANY SWANSON	OVERPAYMENT ON BOND	250.00	93101
701-286-275.00	REFUNDS	DALTON KASBEN	REFUND	5.00	93111
Total For Dept 286 DISTRICT COURT				15,785.27	
Dept 289 FRIEND OF THE COURT					
701-289-222.04	DUE MANISTEE - STATUTORY FEES	MANISTEE COUNTY TREASURER	FEE COLLECTIONS-STATUTORY & PROCESSING	1,020.03	93146
701-289-222.05	DUE MANISTEE - PROCESSING FEES	MANISTEE COUNTY TREASURER	FEE COLLECTIONS-STATUTORY & PROCESSING	130.28	93146
Total For Dept 289 FRIEND OF THE COURT				1,150.31	
Dept 294 PROBATE COURT					
701-294-228.06	DUE STATE - SHARED FEES	STATE OF MICHIGAN	FEE TRANSMITTALS FOR PROBATE COURT	902.46	93177
701-294-228.42	DUE STATE - GENERAL FEES	STATE OF MICHIGAN	FEE TRANSMITTALS FOR PROBATE COURT	100.00	93177
701-294-228.56	DUE STATE - EFILING FEE	STATE OF MICHIGAN	FEE TRANSMITTALS FOR PROBATE COURT	175.00	93177
701-294-228.58	DUE STATE - CIVIL FILING FEES	STATE OF MICHIGAN	FEE TRANSMITTALS FOR PROBATE COURT	1,050.00	93177
Total For Dept 294 PROBATE COURT				2,227.46	
Dept 301 SHERIFF					
701-301-228.16	DUE STATE - FINGER PRINT FEES	MICHIGAN STATE POLICE - C/LIVESCAN - FEB 2024		418.50	93154
701-301-228.63	DUE STATE - SEX OFFENDER'S REG.	JEREMY ADDAM WARD	FEE REFUND - OVERPAYMENT	15.00	93133
701-301-228.63	DUE STATE - SEX OFFENDER'S REG.	STATE OF MICHIGAN (#38-60(SOR FEB 2024		240.00	93180
Total For Dept 301 SHERIFF				673.50	
Total For Fund 701 GENERAL AGENCY FUND				23,747.32	
Fund 704 PAYROLL CLEARING FUND					
Dept 000					
704-000-231.11	INSURANCE CO-PAY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE & SH/	4,352.96	93076
Total For Dept 000				4,352.96	
Total For Fund 704 PAYROLL CLEARING FUND				4,352.96	

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Fund Totals:					
Fund 101	GENERAL FUND			151,227.44	
Fund 210	AMBULANCE FUND			16,222.29	
Fund 213	JAIL OPERATIONS			25,859.95	
Fund 216	SEASONAL ROAD I			1,135.43	
Fund 217	SNOWMOBILE PATH			167.78	
Fund 228	SOLID WASTE/REC			18,066.01	
Fund 232	SHERIFF'S K-9 I			897.08	
Fund 236	SCHOOL RESOURCE			2,849.91	
Fund 243	BROWNFIELD REDU			312.00	
Fund 249	BUILDING DEPART			28,181.45	
Fund 251	ANIMAL CONTROL			2,539.70	
Fund 254	SOIL EROSION (\$			1,000.00	
Fund 259	DISPATCHER TRAI			845.00	
Fund 261	911 EMERGENCY S			12,282.42	
Fund 265	TNT OFFICER MII			2,296.04	
Fund 269	LAW LIBRARY FUN			1,497.59	
Fund 276	COMMISSION ON P			111,108.00	
Fund 285	POINT BETSIE LI			6,506.00	
Fund 286	AMERICAN RESCU			936.15	
Fund 292	CHILD CARE FUNI			9,470.11	
Fund 293	VETERAN'S RELIE			5,182.24	
Fund 296	JUVENILE JUSTIC			3,750.00	
Fund 401	CAPITAL IMPROVI			161,585.00	
Fund 516	DELINQUENT TAX			1,932.64	
Fund 532	TAX FORECLOSURE			647.50	
Fund 701	GENERAL AGENCY			23,747.32	
Fund 704	PAYROLL CLEARIN			4,352.96	
Total For All Funds:				594,598.01	

Old Business

Memorandum



To: Board of Commissioners

Copy: Kyle Rosa, Sheriff
Greg Hubers, Undersheriff
Brianna Lindsay, Equalization Director

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 5, 2024

Subject: **Adoption Ballot Language for Jail Operations Millage Request**

Attached you will find a resolution for consideration which would place ballot language on the August 2024 Primary Ballot related to jail operations. At the February 27th Board meeting, discussion took place as to the need for jail operations, with consideration given to recommendations by the Michigan Department of Corrections. As a result of that meeting, there was an understanding there is a need for one to two additional personnel within the jail. However, it was apparent that the only way to fund these positions is with a millage increase. While there appears to be reluctance in requesting an increase in the jail operations millage, there is an understanding that personnel safety is an extremely important aspect to operations.

At the February 27th Board meeting, I indicated to the Board that a millage levy of 1.400 mills would generate sufficient funding to hire two additional personnel. The proposed millage is an increase from the current millage by 0.171 mills.

I have sat down with the Sheriff to discuss this millage and its duration. We recommend moving forward with a five-year millage term, levying the millage through 2028 inclusive. This timing would allow Benzie County to place a renewal millage on a 2028 ballot, saving funding by not holding a special election. However, during that time, Benzie County could decide to approach funding the jail differently. This direction is at the discretion of the Board of Commissioners.

The attached resolution, if acceptable to the Board, would place a millage increase request on the August 2024 Primary ballot for consideration by the electorate of Benzie County.

RECOMMENDATION:

That the Resolution Authorizing Millage Election for Benzie County Jail Operations Millage Proposal and Certifying Ballot Language, be adopted, placing ballot language on the August 6, 2024 election.

RESOLUTION

NO. 2024- 009

BENZIE COUNTY

DATE: March 12, 2024

RESOLUTION AUTHORIZING MILLAGE ELECTION FOR BENZIE COUNTY JAIL OPERATIONS MILLAGE PROPOSAL AND CERTIFYING BALLOT LANGUAGE

WHEREAS, the Benzie County Sheriff's Department has requested that the County Board of Commissioners have a Benzie County Jail Operations Millage Proposal placed on the August 6, 2024 Primary Ballot; and

WHEREAS, the Board of Commissioners for the County of Benzie seek to have the voters of the County determine whether or not they desire to raise funds for the purpose of supporting County Jail Operations at the millage level of 1.400 mills for a period of five (5) years, 2024 through 2028, inclusive.

NOW, THEREFORE, BE IT RESOLVED that the following proposal be submitted to qualified voters of the electorate of the County of Benzie at the next State Primary Election to be held Tuesday, August 6, 2024:

**BENZIE COUNTY JAIL OPERATIONS
MILLAGE PROPOSAL**

For the sole purpose of providing funds for Benzie County Jail Operations, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Benzie County, Michigan be increased by up to 1.4000 mills, (\$1.40 per \$1,000.00 taxable value), and be levied for a period of five (5) years (2024-2028), inclusive?

If approved and levied in full, this millage will raise an estimated \$2,414,891 to fund County Jail Operations in the first calendar year of the levy based upon taxable value. In accordance with State law, a small portion of the millage may be captured by the City of Frankfort Downtown Development Authority and the Benzie County Brownfield Authority.

YES ☐

NO ☐

BE IT FURTHER RESOLVED, that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED, that all Public Officials of the County of Benzie, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, are directed to perform all acts which shall be necessary to be performed in order to submit the above stated proposition to the duly qualified voters of the County at the State Primary Election to be held in the County on Tuesday, August 6, 2024.

Moved: Commissioner Markey Seconded: Commissioner Warsecke

Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke
Nays: None
Absent: Jeannot

I CERTIFY THAT I am the County Clerk of Benzie County and that the foregoing is a correct copy of the resolution passed as therein set forth on the 12th day of March 2024 by the Benzie County Board of Commissioners, and that the same is now in full force.

Dated: March 12, 2024



Tammy Bowers, Benzie County Clerk

New Business

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 7, 2024

Subject: **Site Leases – Recycling**

Attached are seven site leases for the recycling bins. These leases are renewals of the existing leases and would extend the terms through December 25, 2025.

Our legal counsel has reviewed the contracts.

RECOMMENDATION:

That the Board of Commissioners approves the site lease agreements for the seven recycling sites in Benzie County for a period of two years and authorizes the Chair to sign.

**BENZIE COUNTY
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and the Village of Thompsonville, located at the DPW Maintenance Building property at 7458 Michigan St., Thompsonville, Michigan 49683 ("Lessor").

1. Leased Premises.

The Lessor hereby leases to the County that property located at the DPW Maintenance Building property at 7458 Michigan St. Thompsonville, Michigan 49683, (the "Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term") pursuant to Paragraph 13.

3. Rent.

The County shall pay the Lessor rent in the amount of \$1.00 per year.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased Premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. The County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the Leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e., seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located, and which is accessible by the County and the general public when using the recycling facilities.

11. Hold Harmless.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and

the Lessor in relation to each party's responsibilities under these joint activities. Nothing herein shall be construed as a waiver of any governmental immunity by the County, the Lessor, or their employees, respectively, as provided by statute or court decisions.

12. Notices.

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

President, the Village of Thompsonville
7458 Michigan St.
Thompsonville, MI 49683

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second (2nd) day after mailing.

13. Termination.

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice of such termination. Upon this Lease, whether by notice under this Paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premises in "broom clean" condition.

14. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court Rules.

15. Amendments.

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of both parties.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

BENZIE COUNTY

Eugene Allen, President
Village of Thompsonville



Bob Roelofs, Chairman
Benzie County Board of Commissioners

Date: _____

Date: March 12, 2024

APPROVED AS TO FORM FOR COUNTY OF BENZIE:

COHL, STOKER & TOSKEY, P.C.

By: JENNIFER L. BLISS

On: November 30, 2023

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Benzie Co. #18-028E

**BENZIE COUNTY
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and Almira Township, 7276 Ole White Drive, Lake Ann, Michigan 49650 ("Lessor").

1. Leased Premises.

The Lessor hereby leases to the County that property located at 7276 Ole White Drive, Lake Ann, Michigan (the "Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term") pursuant to Paragraph 13.

3. Rent.

The County shall pay the Lessor rent in the amount of \$1.00 per year.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased Premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. The County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the Leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e. seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Hold Harmless.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Lessor in relation to each party's responsibilities under these joint activities. Nothing herein

shall be construed as a waiver of any governmental immunity by the County, the Lessor, or their employees, respectively, as provided by statute or court decisions.

12. Notices.

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

Mark E. Roper
Supervisor, Almira Township
7276 Ole White Drive
Lake Ann, MI 49650

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second (2nd) day after mailing.

13. Termination.

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice of such termination. Upon this Lease, whether by notice under this Paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premises in "broom clean" condition.

14. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court Rules.

15. Amendments.

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of both parties.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

Mark E. Roper
Almira Township Supervisor

Date: _____

BENZIE COUNTY



Bob Roelofs, Chairman
Benzie County Board of Commissioners

Date: March 12, 2024

APPROVED AS TO FORM FOR COUNTY OF BENZIE:
COHL, STOKER & TOSKEY, P.C.

By: JENNIFER L. BLISS

On: November 30, 2023

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Benzie Co. #18-028E

**BENZIE COUNTY
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and The Village of Beulah, located at Village Property, Municipal Parking Lot, Beulah, Michigan 49617 ("Lessor").

1. Leased Premises.

The Lessor hereby leases to the County that property located at Village Property, Municipal Parking Lot, Beulah, Michigan 49617, (the "Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term") pursuant to Paragraph 13.

3. Rent.

The County shall pay the Lessor rent in the amount of \$1.00 per year.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased Premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. The County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the Leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e. seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Hold Harmless.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and

the Lessor in relation to each party's responsibilities under these joint activities. Nothing herein shall be construed as a waiver of any governmental immunity by the County, the Lessor, or their employees, respectively, as provided by statute or court decisions.

12. Notices.

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

President, Village of Beulah
Address: _____
Beulah, MI 49617

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second (2nd) day after mailing.

13. Termination.

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice of such termination. Upon this Lease, whether by notice under this Paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premises in "broom clean" condition.

14. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court Rules.

15. Amendments.

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of both parties.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

BENZIE COUNTY

Jeri VanDePerre, President
Village of Beulah



Bob Roelofs, Chairman
Benzie County Board of Commissioners

Date: _____

Date: March 12, 2024

APPROVED AS TO FORM FOR COUNTY OF BENZIE:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS
On: November 30, 2023

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Benzie Co. #18-028E

**BENZIE COUNTY
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and Subhash Kapur Living Trust, 1765 Hillwood Drive, Bloomfield Hills, Michigan 48304 ("Lessor").

1. Leased Premises.

Lessor hereby leases to the County that property located at 1579 Benzie Highway, Benzonia, Michigan 49616, (the "Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term").

3. Rent.

The County shall pay the Lessor rent in the amount of \$1.00 per year.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the Leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e. seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

Subject to Lessor's triple net lease agreement Freeman Family Enterprises dated _____, _____, the Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Hold Harmless

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their

responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Lessor in relation to each party's responsibilities under these joint activities.

12. Notices.

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

Attn: Subhash Kapur, TTEE
Subhash Kapur Living Trust
1765 Hillwood Drive
Bloomfield Hills, MI 48304
Office: 248-594-5800
Mobile: 248-277-8545
Email: subhash@aol.com
Alt. Email: alisonkapur@gmail.com

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

13. Termination.

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice of such termination. Upon this Lease, whether by notice under this paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

14. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court Rules.

15. Amendments

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

BENZIE COUNTY

Subhash Kapur, TTEE
Subhash Kapur Living Trust



Bob Roelofs, Chairman
Benzie County Board of Commissioners

Date: _____

Date: March 12, 2024

APPROVED AS TO FORM FOR COUNTY OF BENZIE:
COHL, STOKER & TOSKEY, P.C.

By: JENNIFER L. BLISS
On: November 30, 2023

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Benzie Co. #18-028E

**BENZIE COUNTY
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and The Benzie County Central Board of Education, property located at Lake Ann Elementary School, 19375 Bronson Lake Road, Interlochen, Michigan 49643 ("Lessor")

1. Leased Premises.

Lessor hereby leases to the County that property located at, Lake Ann Elementary School, 19375 Bronson Lake Road, Interlochen, Michigan 49643 (the "Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term").

3. Rent.

The County shall pay the Lessor rent in the amount of \$1.00 per year.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. For this purpose, the County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e. seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Hold Harmless

All liability to third parties, loss of damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Lessor in relation to each party's responsibilities under these joint activities.

12. Notices.

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

President
Benzie County Central
Board of Education
9222 Homestead Road
Benzonia, MI 49616

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second day after mailing.

13. Termination.

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' written notice of such termination. Upon this Lease, whether by notice under this paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premise in "broom clean" condition.

14. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court rules.

15. Amendments

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

Brian Childs, President
Benzie County Central
Board of Education

Date: _____

BENZIE COUNTY



Bob Roelofs, Chairman
Benzie County Board of Commissioners

Date: March 12, 2024

APPROVED AS TO FORM FOR COUNTY OF BENZIE:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS
On: November 30, 2023

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Benzie Co. #18-028E

**BENZIE COUNTY
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and The City of Frankfort, East Side of the Public Boat Launch, 924 Main Street, Frankfort, Michigan 49635 ("Lessor").

1. Leased Premises.

The Lessor hereby leases to the County that property located at East Side of the Public Boat Launch, 924 Main Street, Frankfort, Michigan 49635, (the "Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term") pursuant to Paragraph 13.

3. Rent.

The County shall pay the Lessor rent in the amount of \$1.00 per year.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased Premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. The County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the Leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e. seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Hold Harmless.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and

the Lessor in relation to each party's responsibilities under these joint activities. Nothing herein shall be construed as a waiver of any governmental immunity by the County, the Lessor, or their employees, respectively, as provided by statute or court decisions.

12. Notices.

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

Superintendent, City of Frankfort
412 Main St.
Frankfort, MI 49635

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second (2nd) day after mailing.

13. Termination.

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice of such termination. Upon this Lease, whether by notice under this Paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premises in "broom clean" condition.

14. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court Rules.

15. Amendments.

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of both parties.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

BENZIE COUNTY

Josh Mills, Superintendent
City of Frankfort



Bob Roelofs, Chairman
Benzie County Board of Commissioners

Date: _____

Date: March 12, 2024

APPROVED AS TO FORM FOR COUNTY OF BENZIE:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS
On: November 30, 2023

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Benzie Co. #18-028E

**BENZIE COUNTY
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and Homestead Township, 11508 Honor Highway, Honor Michigan, 49640 ("Lessor").

1. Leased Premises.

The Lessor hereby leases to the County that property located at 11508 Honor Highway, Honor, Michigan, 49640, (the "Leased Premises").

2. Lease Term.

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term"), pursuant to Paragraph 13.

3. Rent.

The County shall pay the Lessor rent in the amount of \$1.00 per year.

4. Use of Leased Premises.

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

5. Recycling Hours.

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

6. Maintenance of Leased Premises.

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased Premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. The County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

7. Signage.

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the Leased Premises is prohibited.

8. Access to Leased premises.

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e. seasonal snow plowing, etc.).

9. Insurance – County.

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

10. Insurance – Lessor.

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

11. Hold Harmless.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Lessor in relation to each party's responsibilities under these joint activities. Nothing herein

shall be construed as a waiver of any governmental immunity by the County, the Lessor, or their employees, respectively, as provided by statute or court decisions.

12. Notices.

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

Supervisor, Homestead Township
11508 Honor Highway
Honor, MI 49640

The County:

County Administrator
448 Court Place
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second (2nd) day after mailing.

13. Termination.

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice of such termination. Upon this Lease, whether by notice under this Paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premises in "broom clean" condition.

14. Breach.

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court Rules.

15. Amendments.

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of both parties.

THIS LEASE is effective and binding on both parties as of the date first written above.

LESSOR

BENZIE COUNTY

Tia Kurina-Cooley
Homestead Township Supervisor

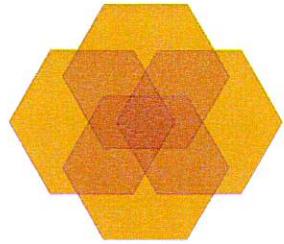
Bob Roelofs
Bob Roelofs, Chairman
Benzie County Board of Commissioners

Date: _____

Date: March 12, 2024

APPROVED AS TO FORM FOR COUNTY OF BENZIE:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS
On: November 30, 2023

\\\\cstde\\company\\Client\\Benzie Co\\Ags\\Recycling Lease Agrs\\2024\\Homestead Twp Recycling Lease Agr 2024.docx
Benzie Co. #18-028E



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2024 Benzie Senior Resources Senior Millage Presentation

Objectives Today

- Benzie Senior Resources Today
- Aging Needs in Benzie County
- Examine Population Projections for Benzie County
- Review the Role of BSR in Benzie County
- BSR Care Services Projections
- Millage Renewal Discussion
- In Closing

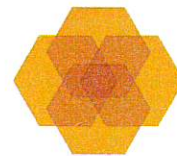


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Benzie Senior Resources Today

Who We Are/What We Do/What Sets Us Apart From Others



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Who we are

Benzie Senior Resources is a private, nonprofit agency that has been providing exceptional services, resources and trusted care to support Benzie County seniors 60 and older for 49 years!

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

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

What we do

Nutrition Services – Congregate Meals, Home Delivered Meals, Commodities, Shelf Stable Foods, Fresh Produce, Breakfast Bags, BACN Red Bags & Senior Project Fresh Coupons

Home Services – Personal Care, Respite Care, Medication Management, Homemaking, Nurse Assessments, Wound Care, Foot Care, Snow Plowing, Telephone Safety & Social Support
Friendly Call



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What we do - continued

Community Support & Health Services – Senior Transportation, Income Tax Preparation, Medicare/Medicaid Assistance, Senior Essential Needs Funding, Estate Planning, Foot Clinics, Hearing Clinic, Dental Financial Assistance, Guardian Medical Devices, Project LifeSaver, Assisted Durable Medical Devices and Personal Hygiene Products, Volunteer Opportunities and Information & Assistance

Social Connection – The Gathering Place Senior Center, Events, Volunteer Engagement Opportunities, Social & Recreational Activities, Educational & Art Programs, Health, Fitness and Wellness Programs & Information and Assistance

What sets us apart from others?

- Dedicated to Benzie County Seniors
- Compassionate Staff and Volunteers
- Trained Staff and Volunteers
- Ongoing Program Surveys Indicating 95% to 100% Client Satisfaction Results
- Affordability
- Dependable
- Collaboration Instead of Duplication

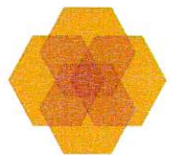
Comparison Services Provided by Region 10 COA County Departments or Non-Profit Agencies

COA Agencies	HDM Meals	Congregate Meals	Personal Care	Respite Care	Home Making	Med Management	Foot Care	Senior Center(s)	Senior Project Fresh	Transportation Program	Medical Loan Closet
Benzie	X	X	X	X	X	X	X	X	X	X	X
Antrim	X	X	X	X	X		X	X	X	X	X
Charlevoix	X	X	X	X	X		X	X		X	
Emmet	X	X	X	X	X		X	X	X	X	X
Grand Traverse			X	X	X	X	X			X	
Kalkaska	X	X	X	X	X		X	X	X	X	X
Leelanau*											X
Manistee**	X	X					X	X	X		
Missaukee			X	X	X	X	X		X	X	
Wexford			X	X	X	X	X		X		X

COA Agencies	Adult Day Care	Emergency Needs Funds	Medicare Medicaid Assistance	Estate Planning/ Legal	Telephone Reassurance	Hearing Clinic	Snow Removal	Dental Financial Assistance	PERS Units	Project Lifesaver	Income Tax Prep
Benzie		X	X	X	X	X	X	X	X	X	X
Antrim			X				X			X	X
Charlevoix			X							X	
Emmet		X	X			X			X		
Grand Traverse		X							X		
Kalkaska			X		X						X
Leelanau*			X					X			
Manistee**			X	X		X					X
Missaukee			X				X				X
Wexford	X		X				X				

*Leelanau Senior Services contracts out Home Delivered Meals, Personal Care, Respite Care, Homemaking

**Manistee County Council on Aging offers a Senior Services Reimbursement Program which reimburses Manistee County senior citizens (those 60 and older) up to \$40 monthly in TOTAL for any homemaker, chore, transportation, help with shopping and other services that seniors obtain on their own from their own sources.



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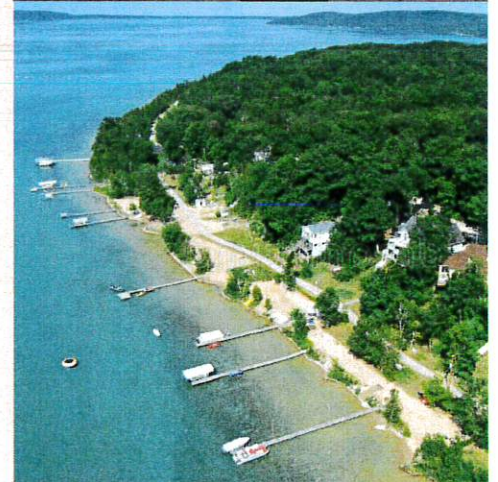
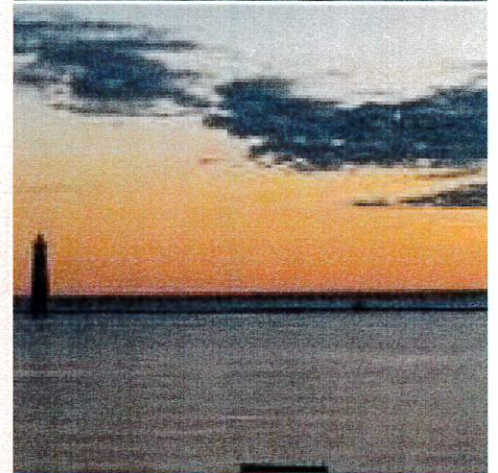
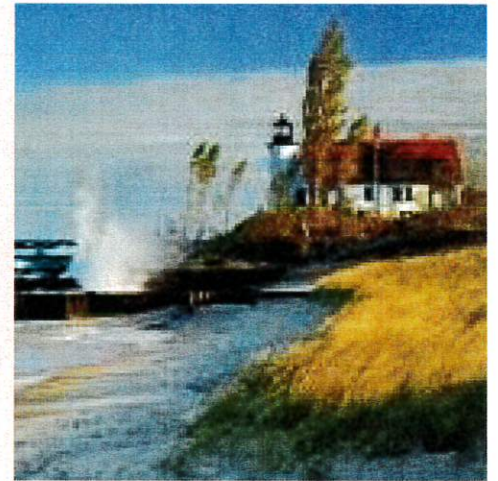
Aging Needs in Benzie County

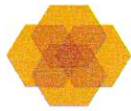
Aging In Benzie County

- Living alone
- Multiple health conditions
- Limited social involvement

Struggling with

- Housing upkeep
- Transportation
- Navigating complex medical and service systems
- Fighting to maintain independence





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Age Bracket Needs

Generalities:

60+ needs:	Information, prevention, education, future planning options
75+ needs:	Information, care management, in-home services, socialization
80+ needs:	Intensive care management, end of life planning, long term care placement planning
85+ (the fastest growing age group; this age group will more than double by 2030)	

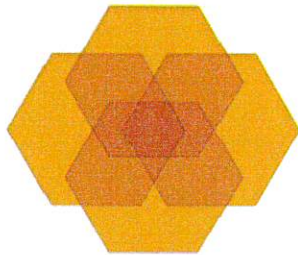
To Maintain Health, an Aging Population Needs:

Social Connections – Studies have shown that older people who have close connections and relationships not only live longer, but also cope better with health conditions and experience less depression. **BSR provides opportunities through multiple volunteer opportunities, attending The Gathering Place Senior Center for meals & activities. Homebound HDM clients receive the added benefit of a 5x a week visit from volunteers.**

Access to community resources – Together, these services promote older adults' ability to maintain the highest possible levels of function, participation, and dignity in the community. **BSR provides caregiver assistance and help at home • Transportation • Information and Assistance • Legal assistance • Telephone support • Tax Assistance**

Awareness & activation of health – There is a growing awareness that patients should be more active and effective managers of their health and health care. **BSR brings in guest speakers to educate seniors on how to take charge of their health, especially with resources on chronic illnesses through Evidence Based Health & Wellness classes such as Diabetes PATH (Personal Action Toward Health), Chronic Pain PATH and Matter of Balance Classes.**

Coordination of care as aging challenges increase – Healthcare has been steadily expanding beyond the confines of traditional medical settings as the industry shifts toward person-centered care to help address social determinants of health among at-risk individuals. **BSR provides In-home services, Home Delivered Meals and Homemaker to help clients maintain their functional status.**



BENZIE

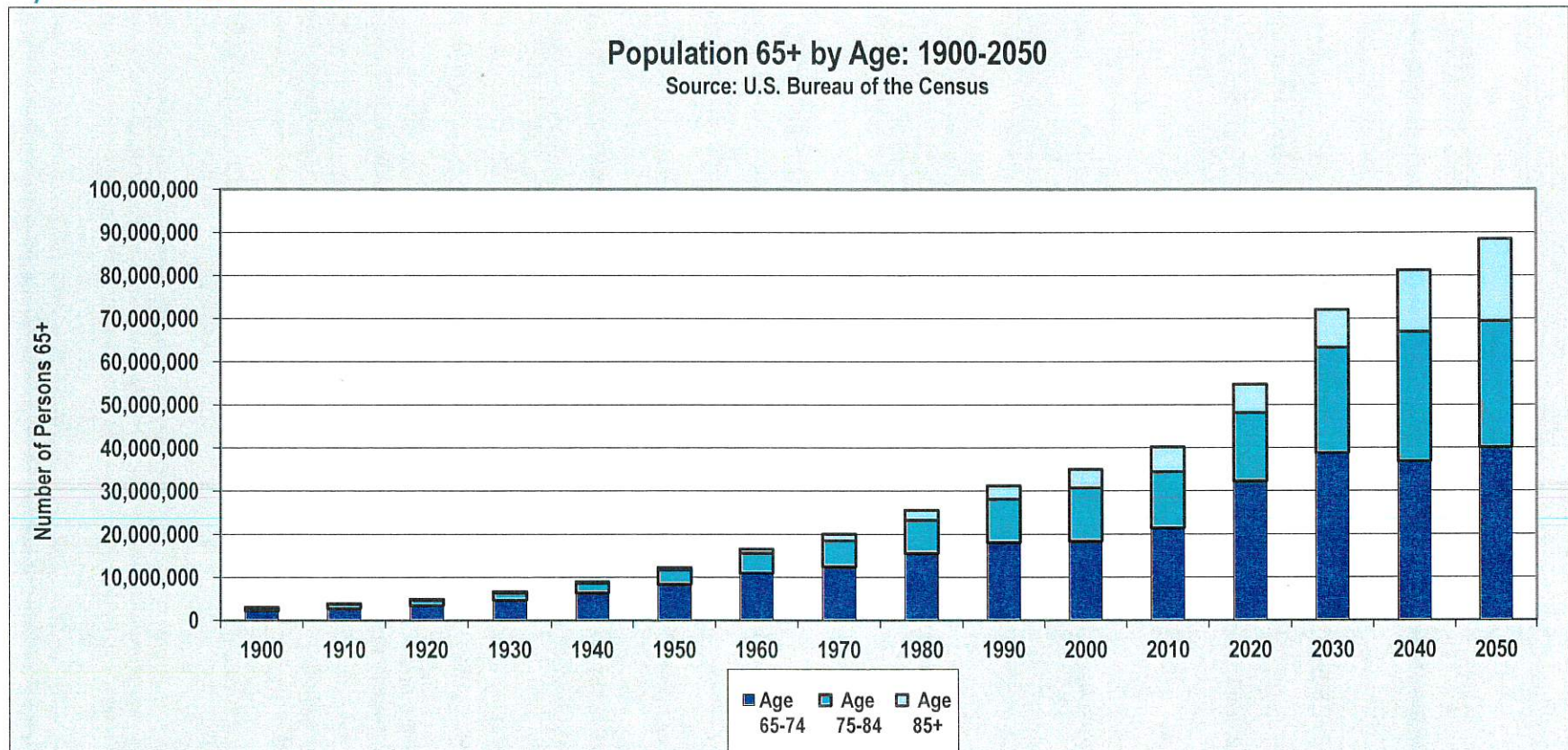
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Population Projections for Benzie County

National Aging Statistics

The older population--persons 65 years or older--numbered 55.8 million in 2020 (the latest year for which data is available). They represented 16.8% of the U.S. population, about 1 in every 6 Americans. Between 2020 and 2030 alone, by the time the last of the baby boomers reach age 65, the number of older adults is projected to increase by almost 18 million. This means by 2030, 1 in 5 Americans (20%) is projected to be 65 years old and over.



This chart shows the large increases in the population 65 and older from 3.1 million people in 1900 to 55.8 million in 2020 and projected to 73.2 million in 2030.

Benzie County Aging Statistics

17,970 people in Benzie County (2020 US Census Data)

	% of Population	Estimated Population
0 to 19 years of age	19% Kids	3,476
20 to 59 years of age	45% Working Adults	7,984
60 to 85+ years of age	36% Older Adults	6,510



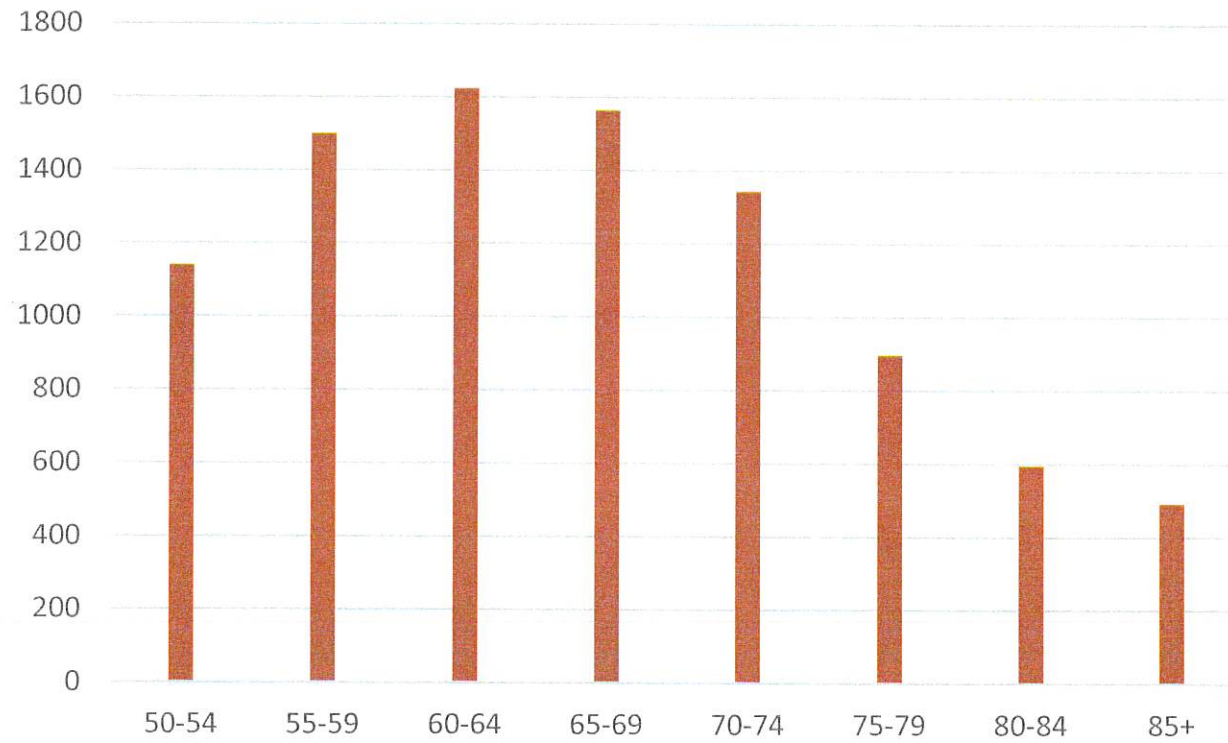
6,510 Older Adults in Benzie County

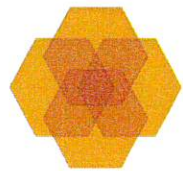
	% of Total Population	% of Adult Population	Estimated Population
60 to 64 years of age	9%	25%	1,623
65 to 74 years of age	16%	45%	2,905
75 to 84 years of age	8%	23%	1,489
85+ years of age	3%	7%	493
Total Older Adults	36%		6,510

From 2025-2030, this will be a significant time for aging services in Benzie County. In the 2020 Census numbers, there are 1,498 55 to 59 individuals living in Benzie County. This group begins to move into our service age of 60+ starting in 2025 and Benzie County is ranked 3rd in Region 10 related to this projected growth.

Benzie County Senior Age Grouping

2020 Census






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Benzie Senior Resources Role



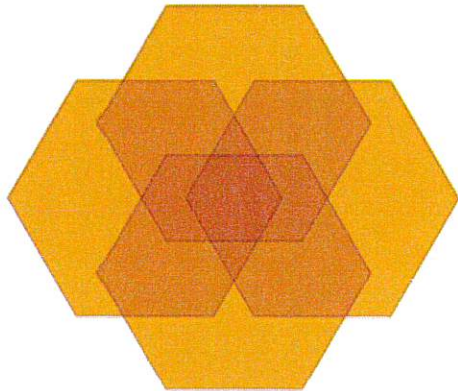
“Aging in place” refers to living independently, safely, and comfortably in one’s home for as long as possible, and it’s an important goal for many older adults and their families.

Over 90% of seniors want to age in place in their own communities.

Benzie Senior Resources helps make it possible for our seniors in place. We accomplish this by providing:

1. An extensive suite of programs and services, carefully tailored to ensure an integrated approach to senior care.
2. Both direct services and collaborative connection to partner community services and resources.
3. Critical needs help specific to those most financially challenged and/or medically compromised.

Connection and Collaboration



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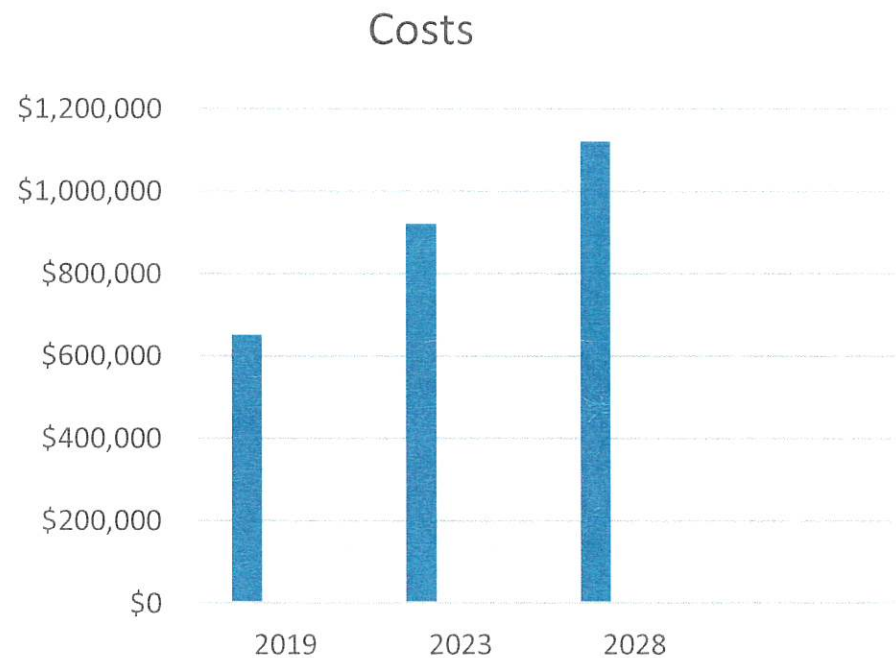
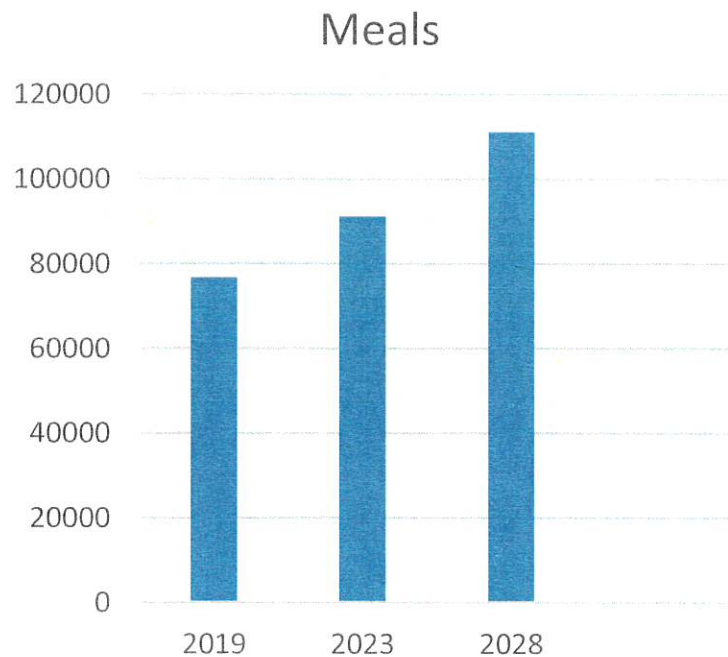
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Projected Growth of Programs

Nutrition Programs

Since 2019, the total number of meals served by Benzie Senior Resources has increased on average 4% per year. From 76,796 in 2019 to 91,177 in 2023. By 2028, the projected number of meals delivered and served will be 111,000 at a growth rate of 4%.

While costs increased from \$650,836 in 2019 to \$920,632 in 2023. This represents an increase of 42% increase or an average of 8.4% per year. Even with a conservative rate increase of 4%, the projected expenses associated with the nutrition services in 2028 will be \$1,120,000.



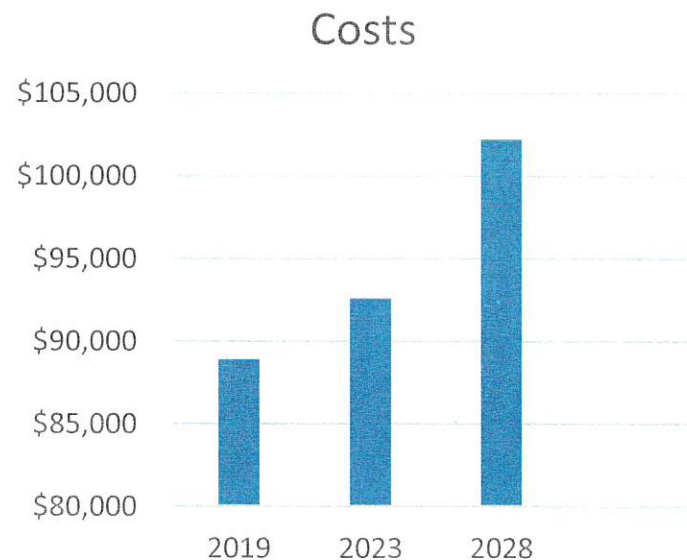
Homemaker Program

Since 2019, the total number of service hours and clients served by Benzie Senior Resources Homemaker Program has seen challenges, especially since the pandemic. Sustaining contractors and hiring new contractors has been a struggle.

However, we have made some progress and saw an increase in clients and service hours from 2022 to 2023, which resulted in a 4% increase. This increase has so far been consistent into 2024.

Even with the decline from 2019 to 2022, our costs have risen. This is primarily due to being competitive with the rising pay rates in the private sector for homemakers.

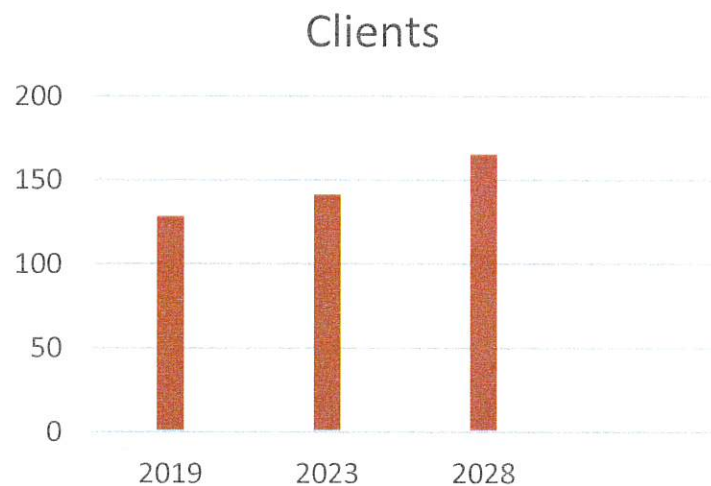
Projected costs will rise 2.5% per year through 2028.



In-Home Healthcare Program – Personal & Respite Care, Medication Management, Foot Care & Nursing Assessments

Since 2019, the number of clients provided with In-Home Healthcare Services has grown by 10.2%. We have grown from 128 clients in 2018 to 141 clients in 2023. For the first 4 months in Fiscal Year 2024, we have seen a 5% increase in client visits and the total number of In-home Healthcare hours has increased by 10%. By 2028, the projected number of clients will increase to 165 clients based on a 3.5% growth rate.

The total cost in 2019 for the In-Home Healthcare Program was \$516,347. In 2023, the total operational costs increased to \$595,875. This represents an increase of 15% or an annual increase of 3%. The projected cost to operate the In-Home Healthcare Program in 2028 is \$707,700.

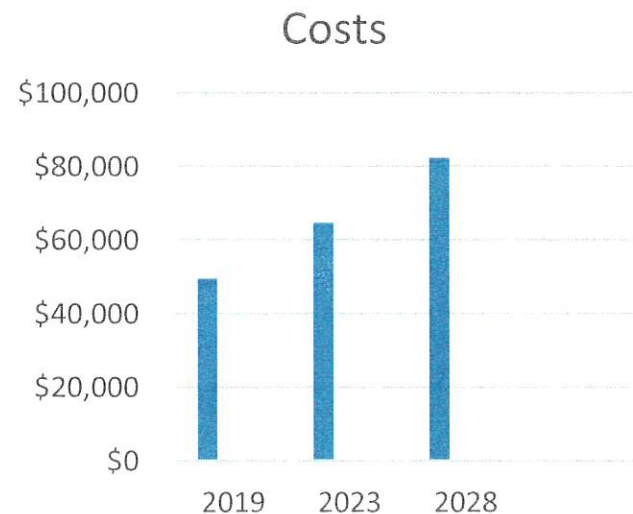
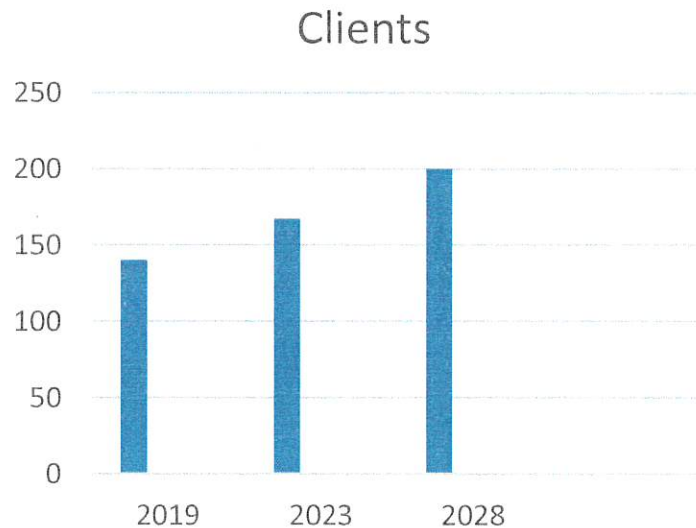


Snow Removal Program

Since 2019, the Snow Removal Program has grown by 19% over the past 5 years. From 140 clients in 2017 to 167 clients in 2023 or an average of 4% per year. Currently in 2024, we have seen a 5% increase in the number of clients. By 2028, the projected number of clients in the Snow Removal Program will exceed 200 at a projected growth rate of 4%.

The cost in 2018 to provide this service was \$49,324 and in 2023, the costs increased to \$64,490. This is an increase of 31% over the past 5 years and is due to the increased number of clients and the rising contractor rates in the private sector for snow plowing services.

Projected cost increases will increase 5% per year through 2028.



Senior Transportation (Benzie Bus)

Since 2019, the number of riders and rides have increased 11.5%. Growing from 20,424 senior rides in 2019 to 22,752 rides in 2023. One area of our focus was providing additional options for our seniors to obtain rides to their medical appointments outside of Benzie County through the Benzie Bus Program called Healthrides. In 2023, we provided financial support to cover 426 rides.

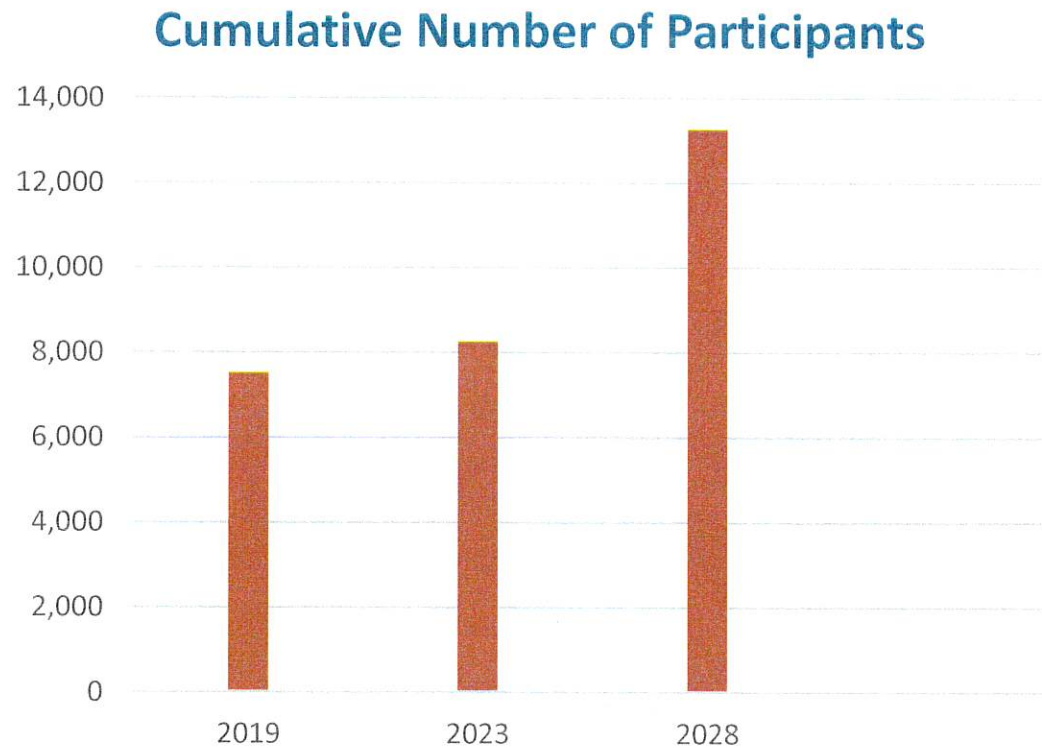
Costs related to the increased ridership and additional financial support to the Healthrides has increased 28%, rising from \$28,222 in 2019 to \$36,088 in 2023.

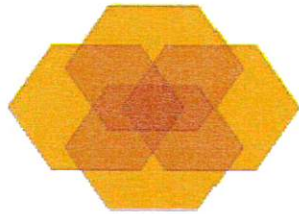
Ridership is expected to increase an average of 3 – 5% per year and so far in 2024, ridership is up 5% as compared to 2023.



The Gathering Place Activities Attendance

Since 2019, the number of patrons participating in the activities offered at The Gathering Place has increased by 10%. Through the first 4 months of FY'2024 the increase in those participating has grown by 11% over the same period in FY'2023. We anticipate an average yearly increase of 10% yearly over the next 5 years.





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Millage Renewal Discussion

Millage Renewal Discussion

What is our **SHARED** responsibility to the seniors to address their needs and desire to live independently in Benzie County?

The Facts:

- Benzie County's General Population grew by 2.5% from 2010 to 2020. But the 60 plus population grew by 24.2%.
- From 2019 to 2023, the number of clients we provided services grew from 1,616 in 2019 to 2,065 in 2023 for an increase of 27.8%.
- Our expenses expanded from \$1,990,503 in 2019 to \$2,475,881 in 2023 for an increase of 24.3%
- Despite the challenges of rising labor and commodities cost, BSR has worked hard to keep pace with the senior population growth in Benzie County.
- On the conservative forecast for the next 5 years, we anticipate our core programs will experience on average 4-5% annual increase in the number clients, hours, meals, units, etc.

The need being demonstrated, we respectfully request an increase in the Millage Rate from .85 mills to the maximum allowed of 1 mill.

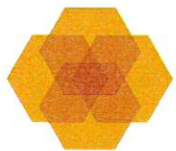


In Closing

In keeping our goal of helping seniors age in place, we will prioritize two issues at the forefront of senior needs, especially those struggling with critical economic and medical challenges: Food Insecurity and Social Isolation.

Now is the time, more than ever, to re-evaluate the Senior Millage and see how we can best meet the challenges of a growing senior population. How can we meet the needs ranging from affordable care in their homes to activities that engage and nourish connections?

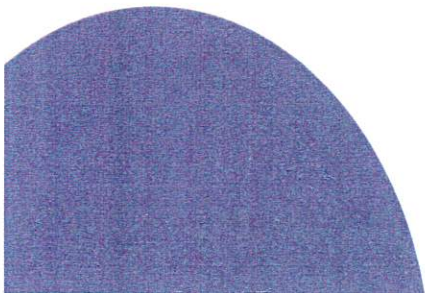
On behalf of the Board of Directors, Staff and Volunteers, thank you for your time and the opportunity to serve the Seniors of Benzie County!



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Memorandum



To: Board of Commission

Copy: Kelly Long, Treasurer

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 6, 2024

Subject: **Operational Policy - Financial Hardship**

Attached you will find an operational policy related to Financial Hardship and the ability to grant a deferral by the Treasurer. Statute allows for the County to grant a deferral to those who may be facing foreclosure due to hardship. Benzie County has had a similar policy in place for quite some time, however the Board hasn't given its approval of it.

Therefore, to memorialize this process that has been in place for some time, our office has worked with the County Treasurer to clean up this administrative policy and present it to you as a Benzie County operational policy.

Recommended Motion:

That the Board of Commissioners approves the One-Year Financial Hardship Deferral from Foreclosure Policy dated March 6, 2024, and rescinds all previously adopted policies.



Updated: 3/13/2024

One-Year Financial Hardship Deferral from Foreclosure Policy

Purpose

The purpose of this policy is designed to delay foreclosure deadlines by one-year for owners who are actively working to catch up their delinquent property taxes pursuant to statute **MCL 211.78**.

Definitions

Hardship deferrals are aimed at homeowners who hold the PRE status.

Section I- Requirements

The person requesting a deferral must:

- A. Must hold a Primary Residential Exemption status. (Homestead Exemption)
- B. Complete the attached application or pick it up at the County Treasurers Office. Submit it up to 10 business days prior to the Show Cause hearing held prior to foreclosure.
- C. Provide proof of income.
- D. Provide information to us about assets you may have OTHER THAN:
 - a. Assets in retirement programs recognized as tax exempt by IRS (e.g. IRA, 401K, 457, SEP).
 - b. Personal, occupied residence.
 - c. Vehicle, tool, or other equipment needed for work.
- E. Present a plan for payment. Plans may include one or more of the following:
 - a. Assistance from a local help agency.
 - b. Recent history of making regular payments.
 - c. Sale or refinancing of the property in foreclosure.

Section II-County Treasurer Role

The County Treasurer's office will have full capabilities in accepting and processing all applications that are submitted. The County Treasurer will furthermore assist delinquent taxpayers in developing a payment plan as part of the application process.

The law requires the County Treasurer to review applicant's income and allows the County Treasurer to grant hardship deferrals to property owners whose household income is at or below 130% of the federal poverty income standards (as defined and determined annually by the United States Office of Management and Budget). However, the Benzie County Treasurer will consider extenuating circumstances that may create a financial hardship even if your income is higher than the federal standards. Withholding the property from the foreclosure petition is the sole

judgment of the Benzie County Treasurer. The County Treasurers office is willing to discuss individual situations with the applicant as outlines in the application process.

Section III-Granting Hardship

Granting of financial hardship deferral status shall only be for current year(s) pending foreclosure and it extends only the time to pay the amount due by up to twelve months. Additional expenses, interest, and penalties continue to accrue until paid in full. A Financial Hardship Deferral will not be granted for more than two consecutive years, or at the discretion of the County Treasurer.

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 March 12, 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.

**APPLICATION
ONE YEAR FINANCIAL HARDSHIP DEFERRAL
(Confidential Information)
Benzie County Treasurer's Office**

Date: _____

PARCEL I.D. _____

APPLICANT'S NAME _____ AGE _____

NAME OF SPOUSE OR CO-OWNERS (if applicable) _____ AGE _____

APPLICANT'S MAILING ADDRESS _____

PROPERTY ADDRESS FOR WHICH RELIEF IS BEING SOUGHT _____

DO YOU CLAIM THIS PROPERTY AS YOUR HOMESTEAD (Principal Residence)? () YES () NO

TELEPHONE NUMBER _____

ARE YOU A MILITARY VETERAN? () YES () NO IS YOU SPOUSE A MILITARY VETERAN? () YES () NO

EMPLOYMENT STATUS AND NAME OF EMPLOYER:

EMPLOYED			EMPLOYER
SELF	() YES () NO	() FULL TIME () PART TIME	
SPOUSE	() YES () NO	() FULL TIME () PART TIME	

ARE YOU DISABLED?

NATURE OF DISABILITY (PLEASE PROVIDE DOCUMENTATION OF DISABILITY)

SELF	() YES () NO	
SPOUSE	() YES () NO	

DO YOU HAVE ANY MAJOR OR UNUSUAL OUT-OF-POCKET EXPENSES: IF YES, PLEASE LIST THEM BELOW AND PROVIDE VERIFICATION?

TYPE OF EXPENSE	AMOUNT PER YEAR

LIST ALL PERSONS LIVING IN THIS HOME OTHER THAN YOU OR YOUR SPOUSE: Attach additional sheets, if needed.

	1	2	3	4
Name				
Age				
Relationship				
Occupation				
Annual Income				
Claimed As Dependent	() YES () NO	() YES () NO	() YES () NO	() YES () NO

PROPERTY INFORMATION:

Purchase Date: _____ Purchase Price: _____ (if purchased in last 3 years)

Amount of monthly payments: _____

Have any improvements, changes, or additions been made to the property in the last two (2) years () Yes () No

Are the taxes included in payment: () YES () NO

If yes, please explain:

Do you own this property free and clear? () YES () NO

ASSET INFORMATION

Do you have an ownership interest in any other real estate (including ownership via partnerships, corporation, etc.) In Michigan or anywhere else: () YES () NO If yes, please list (attach additional sheet if needed)

Location	Value	Type of Use	Purchase Date	Purchase Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

What are your assets in addition to real estate? (Do not include, sheltered retirement plans such as IRA, 401K, 403B; Keogh, 457, annuities, or company pension programs)

Cash \$ _____

Savings \$ _____

Checking Accounts \$ _____

Stocks/Bonds/Treasury Bills \$ _____

Insurance - Cash Value \$ _____

Other \$ _____

Investments \$ _____

Personal Property held as an investment
(i.e. gems, jewelry, coin collections, antique cars, etc.) \$ _____

Vehicles: Cars, Trucks, Boats, Trailers, etc.

Make	#1	#2	#3
Model			
Year			
Value			
Balanced Owed			

INCOME INFORMATION

ESTIMATED HOUSEHOLD INCOME FOR THIS YEAR

SOURCE	AMOUNT PER YEAR
Wages, Salaries, Tips, Sick, Strike, and sub-pay, etc.	\$
Social Security/SSI Benefits Income	\$
Retirement Pension or Annuity Benefits (Include Military Retirement Pay)	\$
Interest and/or Dividends Earned (includes non-taxable interest)	\$
Rent/Business or Royalty Income	\$
Disability Payments (Worker Comp, Veterans Disability, Pension Benefits)	\$
ADC, SFA, SDA, RAP/REP (Attach a copy of DSS Annual Statement)	\$
Alimony	\$
Child Support	\$
Unemployment Benefits	\$
Other Nontaxable Income (Military Family Allotments, College Scholarships, Grants, Fellowships, Etc.)	\$
Less Amount YOU PAY for Medical Insurance	\$ ()
YOUR TOTAL INCOME	\$
ADD INCOME FOR ALL MEMBERS OF HOUSEHOLD (not claimed as dependents) AS SHOW ON FIRST PAGE OF APPLICATION	\$
TOTAL PROJECTED HOUSEHOLD INCOME FOR THIS YEAR	\$

Are you facing any special circumstances which make it hard to pay your delinquent taxes? Please describe (use an additional sheet if you need to).

I DECLARE UNDER THE PENALTIES OF PERJURY, THAT ALL OF THE INFORMATION SUBMITTED IN MY APPLICATION FOR HARDSHIP EXEMPTION IS TRUE.

Signature

Spouse or Co-Owner's Signature

**APPLICATION
ONE YEAR FINANCIAL HARDSHIP DEFERRAL
(Confidential Information)
Benzie County Treasurer's Office**

Date: _____

PARCEL I.D. _____

APPLICANT'S NAME _____ AGE _____

NAME OF SPOUSE OR CO-OWNERS (if applicable) _____ AGE _____

APPLICANT'S MAILING ADDRESS _____

PROPERTY ADDRESS FOR WHICH RELIEF IS BEING SOUGHT _____

DO YOU CLAIM THIS PROPERTY AS YOUR HOMESTEAD (Principal Residence)? ☐ YES ☐ NO

TELEPHONE NUMBER _____

ARE YOU A MILITARY VETERAN? ☐ YES ☐ NO IS YOU SPOUSE A MILITARY VETERAN? ☐ YES ☐ NO

EMPLOYMENT STATUS AND NAME OF EMPLOYER:

EMPLOYED		EMPLOYER	
SELF	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME	
SPOUSE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME	

ARE YOU DISABLED? NATURE OF DISABILITY (PLEASE PROVIDE DOCUMENTATION OF DISABILITY)

SELF	<input type="checkbox"/> YES <input type="checkbox"/> NO	
SPOUSE	<input type="checkbox"/> YES <input type="checkbox"/> NO	

DO YOU HAVE ANY MAJOR OR UNUSUAL OUT-OF-POCKET EXPENSES: IF YES, PLEASE LIST THEM BELOW AND PROVIDE VERIFICATION?

TYPE OF EXPENSE	AMOUNT PER YEAR

LIST ALL PERSONS LIVING IN THIS HOME OTHER THAN YOU OR YOUR SPOUSE: Attach additional sheets, if needed.

	1	2	3	4
Name				
Age				
Relationship				
Occupation				
Annual Income				
Claimed As Dependent	() YES () NO	() YES () NO	() YES () NO	() YES () NO

PROPERTY INFORMATION:

Purchase Date: _____ Purchase Price: _____ (if purchased in last 3 years)

Amount of monthly payments: _____

Have any improvements, changes, or additions been made to the property in the last two (2) years () Yes () No

Are the taxes included in payment: () YES () NO

If yes, please explain:

Do you own this property free and clear? () YES () NO

ASSET INFORMATION

Do you have an ownership interest in any other real estate (including ownership via partnerships, corporation, etc.) In Michigan or anywhere else: () YES () NO If yes, please list (attach additional sheet if needed)

Location	Value	Type of Use	Purchase Date	Purchase Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

What are your assets in addition to real estate? (Do not include, sheltered retirement plans such as IRA, 401K, 403B; Keogh, 457, annuities, or company pension programs)

Cash \$ _____

Savings \$ _____

Checking Accounts \$ _____

Stocks/Bonds/Treasury Bills \$ _____

Insurance - Cash Value \$ _____

Other \$ _____

Investments \$ _____

Personal Property held as an investment

(i.e. gems, jewelry, coin collections, antique cars, etc.) \$ _____

Vehicles: Cars, Trucks, Boats, Trailers, etc.

Make	#1	#2	#3
Model			
Year			
Value			
Balanced Owed			

INCOME INFORMATION

ESTIMATED HOUSEHOLD INCOME FOR THIS YEAR

SOURCE	AMOUNT PER YEAR
Wages, Salaries, Tips, Sick, Strike, and sub-pay, etc.	\$
Social Security/SSI Benefits Income	\$
Retirement Pension or Annuity Benefits (Include Military Retirement Pay)	\$
Interest and/or Dividends Earned (includes non-taxable interest)	\$
Rent/Business or Royalty Income	\$
Disability Payments (Worker Comp, Veterans Disability, Pension Benefits)	\$
ADC, SFA, SDA, RAP/REP (Attach a copy of DSS Annual Statement)	\$
Alimony	\$
Child Support	\$
Unemployment Benefits	\$
Other Nontaxable Income (Military Family Allotments, College Scholarships, Grants, Fellowships, Etc.)	\$
Less Amount YOU PAY for Medical Insurance	\$ ()
YOUR TOTAL INCOME	\$
ADD INCOME FOR ALL MEMBERS OF HOUSEHOLD (not claimed as dependents) AS SHOW ON FIRST PAGE OF APPLICATION	\$
TOTAL PROJECTED HOUSEHOLD INCOME FOR THIS YEAR	\$

Are you facing any special circumstances which make it hard to pay your delinquent taxes? Please describe (use an additional sheet if you need to).

I DECLARE UNDER THE PENALTIES OF PERJURY, THAT ALL OF THE INFORMATION SUBMITTED IN MY APPLICATION FOR HARDSHIP EXEMPTION IS TRUE.

Signature

Spouse or Co-Owner's Signature

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 6, 2024

Subject: **Establishment of Ad Hoc Interview Committee – Tax Advisory Committee**

At the January 23, 2024 Board meeting, the Board adopted a resolution to create the Tax Advisory Committee. Since then, many statutory members have been selected to serve on this committee, including Township Supervisory Jason Barnard, Judge Mead's appointment of Mandy Gray Rineer, Assistant Superintendent Matt Olson, and County Treasurer Kelly Long.

There are two remaining seats on the Tax Advisory Committee. One being a member who is not officially connected with or employed by any local or county unit of government, selected by the Board of Commissioners. My office has received four applications for this position, however, one applicant has withdrawn their interest. Attached are applications from Randy Rice, Jack Harnish, and Jim Dulzo.

I recommend that the Board of Commissioners establishes an ad hoc interview committee to interview these candidates for this position.

The final member on this Committee is the Chair of the Finance Committee of the Board of Commissioners. However, after consulting with legal counsel, the resolution may be amended to read "The Chairperson of the Finance Committee of the County Board of Commissioners, *or designee*." Benzie County's finance committee is the entire Board of Commissioners and therefore, would result in the Chairperson serving in this capacity. If the Board would like to consider another individual, an amended resolution would be necessary.

Below are two motions for consideration by the Board of Commissioners.

To Form the Ad Hoc Interview Committee:

That the Board of Commissioners establish an ad hoc interview committee to make recommendation regarding one position on the Tax Advisory Committee and that the Chair, Commissioner _____, Commissioner _____, and the Administrator serve on such committee.

To amend the Resolution:

That the Board of Commissioners adopts Resolution 2024 - ___, which amends Resolution 2024-006, previously adopted on January 23, 2024, to include a designee to serve on the Tax Advisory Committee.

2024-__
**BENZIE COUNTY BOARD OF COMMISSIONERS
RESOLUTION TO ALTER THE FIXED SEPARATE TAX LIMITATION
AND TO CREATE A COUNTY ADVISORY TAX LIMITATION COMMITTEE**

WHEREAS, the Property Tax Limitation Act, being Public Act 62 of 1933 (MCL 211.201 *et seq*), allows for separate tax limitations, and

WHEREAS, the Benzie County voters approved such a separate limitation in 1982; and

WHEREAS, the 1982 separate millage limitations have been substantially reduced by State rollback provisions from the levels approved Benzie County voters in 1982; and

WHEREAS, Board of Commissioners has the authority to initiate a review and vote of the electorate as to the appropriateness of altering the current fixed millage limitations pursuant to Section 5k of Property Tax Limitation Act (being MCL 211.205k); and

WHEREAS, that upon resolving to alter the fixed millage limitation, the Board of Commissioners is to then notify persons and bodies having appointive powers of the resolution so that a county advisory tax limitation committee can be created to review and provide a recommendation as to the County fixed millage limitation.

THEREFORE BE IT RESOLVED, that the Benzie County Board of Commissioners resolves to initiate the statutory procedure to consider altering the existing Benzie County fixed mill separate tax limitations of the county and the townships and intermediate school districts in the county.

BE IT FURTHER RESOLVED, that a Benzie County Advisory Tax Limitation Committee shall be created composed of the following:

- a. The County Treasurer.
- b. The Chairperson of the Finance Committee of the County Board of Commissioners, or designee.
- c. The Intermediate School District Superintendent or his representative.
- d. A resident of a municipality within the county who shall be selected by the probate judge of the county.
- e. A member not officially connected with or employed by any local or county unit, who shall be selected by the Board of County Commissioners.
- f. A member who shall be a township supervisor and who shall be selected by a majority of the township supervisors in the county.

BE IT FURTHER RESOLVED, that, as required by statute, the County Advisory Tax Limitation Committee shall meet within 10 days of its selection and shall prepare separate tax limitations for the county and the townships and intermediate school districts in the county, aggregating not more than 9.77 mills that the majority of the committee considers will provide for the financial needs of the county, townships, and intermediate school districts.

BE IT FURTHER RESOLVED, that the separate tax limitations shall be promptly transmitted to the County Board of Commissioners and the functions of the County Advisory Tax Limitation Committee shall the cease.

BE IT FURTHER RESOLVED, that the Benzie County Board of Commissioners will then propose a resolution submitting the question of adopting separate tax limitations to a vote of the registered and qualified electors of the Benzie County.

YEAS: Members _____

NAYS: Members _____

ABSENT: Members _____

The foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a regular meeting held on _____, _____, notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.

Tammy Bowers, Clerk
Benzie County

2024-006

**BENZIE COUNTY BOARD OF COMMISSIONERS
RESOLUTION TO ALTER THE FIXED SEPARATE TAX LIMITATION
AND TO CREATE A COUNTY ADVISORY TAX LIMITATION COMMITTEE**

WHEREAS, the Property Tax Limitation Act, being Public Act 62 of 1933 (MCL 211.201 *et seq*), allows for separate tax limitations, and

WHEREAS, the Benzie County voters approved such a separate limitation in 1982; and

WHEREAS, the 1982 separate millage limitations have been substantially reduced by State rollback provisions from the levels approved Benzie County voters in 1982; and

WHEREAS, Board of Commissioners has the authority to initiate a review and vote of the electorate as to the appropriateness of altering the current fixed millage limitations pursuant to Section 5k of Property Tax Limitation Act (being MCL 211.205k); and

WHEREAS, that upon resolving to alter the fixed millage limitation, the Board of Commissioners is to then notify persons and bodies having appointive powers of the resolution so that a county advisory tax limitation committee can be created to review and provide a recommendation as to the County fixed millage limitation.

THEREFORE BE IT RESOLVED, that the Benzie County Board of Commissioners resolves to initiate the statutory procedure to consider altering the existing Benzie County fixed mill separate tax limitations of the county and the townships and intermediate school districts in the county.

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- b. The Chairperson of the Finance Committee of the County Board of Commissioners.
- c. The Intermediate School District Superintendent or his representative.
- d. A resident of a municipality within the county who shall be selected by the probate judge of the county.
- e. A member not officially connected with or employed by any local or county unit, who shall be selected by the Board of County Commissioners.
- f. A member who shall be a township supervisor and who shall be selected by a majority of the township supervisors in the county.

BE IT FURTHER RESOLVED, that, as required by statute, the County Advisory Tax Limitation Committee shall meet within 10 days of its selection and shall prepare separate tax limitations for the county and the townships and intermediate school districts in the county, aggregating not more than 9.77 mills that the majority of the committee considers will provide for the financial needs of the county, townships, and intermediate school districts.

BE IT FURTHER RESOLVED, that the separate tax limitations shall be promptly transmitted to the County Board of Commissioners and the functions of the County Advisory Tax Limitation Committee shall the cease.

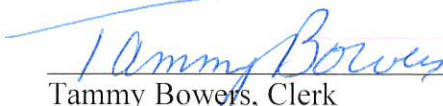
BE IT FURTHER RESOLVED, that the Benzie County Board of Commissioners will then propose a resolution submitting the question of adopting separate tax limitations to a vote of the registered and qualified electors of the Benzie County.

YEAS: Commissioners Cunningham, Jeannot, Markey, Nye, and Warsecke

NAYS: Commissioners Roelofs and Sauer

ABSENT: None

The foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a regular meeting held on January 23, 2024, notice of which was given pursuant to the Michigan Open Meetings Act, Public Act 267 of 1976.



Tammy Bowers, Clerk
Benzie County

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): Tax Limitation Advisory Board

Name: John E. Harnish

Residential Address: 7341 Deadstream, Honor, MI 49640

(Street)

(City)

(State)

(Zip)

E-Mail Address: jackharnish1@gmail.com

Preferred Phone No.: 734/730-9893

Additional Phone No.: _____

Occupation: retired United Methodist clergy (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? none

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.

John E. Harnish

Signature

March 4, 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!

The Rev. John E. Harnish
7341 Deadstream Rd.
Honor, MI 49640

DATE: March 4, 2024

TO: Benzie County Administrator

RE: Tax Limitation Advisory Committee

I am interested in serving on the Tax Limitation Advisory Committee based on my general knowledge of the county and my desire to make a contribution to the life of our community in whatever way I can.

Clearly, confronting the needs of our community and the challenges of funding it suggests there is a need to take seriously the ways in which our taxes are levied. I believe in working for the common good which includes not only the need for the county to provide not just essential services, but also support the ways in which we can enrich the lives of our residents. For example, I am currently involved with the “listening sessions” regarding the possibility of Benzie County being annexed into the Northwestern Michigan College district.

I am the President of the Board of Directors for Advocates for Benzie County and a member of the advisory committee for the Benzie Welcome Corps. I am a volunteer at BACN and active at St. Andrews Presbyterian Church. A full description of my work can be found at www.johnharnish.com.

Thank you for your consideration,

John E. Harnish
Jackharnish1@gmail.com
734/730-9893

Rev. Dr. John E. Harnish

John E. (Jack) Harnish is a native of Clarion, Pennsylvania. He graduated from Asbury College and Asbury Theological Seminary and was ordained in the Western Pennsylvania Conference of the United Methodist Church where he served his first appointment.

From Western Pennsylvania Rev. Harnish moved to Michigan and served as a pastor until his retirement in 2013. For seven years he was the Associate General Secretary of the General Board of Higher Education and Ministry where he worked with seminaries and programs of pastoral training around the world including the establishment of the newest UM seminaries in Estonia and Russia. In recognition of his leadership in theological education, Garrett-Evangelical Theological Seminary awarded him the Doctor of Divinity Degree and the 2013 Elisa Garrett Award for Distinguished Service. He has served as a Trustee at Methodist Theological School in Ohio, Adrian College and the Baltic Methodist Theological Seminary in Estonia. In 2014 the Michigan Conference of the United Methodist Church recognized him with the Frances Asbury Award for his contribution to United Methodist Higher Education.

His most recent publication is a reflection on the life and work of the great Methodist evangelist/missionary E. Stanley Jones—*Thirty Days with E. Stanley Jones*- published by Front Edge Publishing. Early works include *The Orders of Ministry in the United Methodist Church* and *Do Not Be Afraid: Bishop and Young Clergy Share Signs of Resurrection and Words of Hope*. He is in demand as a preacher and has recently been the speaker at Lakeside Chautauqua in Ohio and the Bayview and Epworth Heights communities in Michigan. He is a frequent guest columnist for MIConnect, the on-line publication of the Michigan Conference.

Jack and his wife Judy have two sons who are in education and three grandchildren. They make their home on Platte Lake in Northern Michigan where he is well known for his weekly article in the Record Patriot Newspaper and his weekly blog “Monday Memo”. For more information go to www.johneharnish.com.

Rev. Dr. John E. Harnish
7341 Deadstream Rd.
Honor, MI 49640
734/730-9893
Jackharnish1@gmail.com
www.johneharnish.com

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): _____

Tax Limitation Advisory Committee

Name: Randy Rice

Residential Address: 6511 Mick rd. Benzonia, MI. 49616
(Street) (City) (State) (Zip)

E-Mail Address: Randyricefarm@gmail.com

Preferred Phone No.: 231-383-0483 Additional Phone No.: _____

Occupation: Farmer (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.



Signature

02/28/2024

Date

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

Why are you seeking a committee seat?

To provide guidance to the board of commissioners regarding county property taxes.

How do you think your appointment would positively impact the county?

With over 115 years of family history on the same farm, I offer a distinctive perspective on serving the county.

Describe your community involvement.

I contribute by donating meat items to various organizations for fundraising purposes.

Any additional relevant information for your application?

As a longtime county farmer, I am committed to contributing my efforts to support the community.

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.*

Headlee Reset Committee

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

Jim Dulzo

Name: _____

556 Case Road Beulah MI 49617

Residential Address: _____

(Street)

(City)

(State)

(Zip)

E-Mail Address: jimdulzo@gmail.com

231-882-1341

231-871-0556

Preferred Phone No.: _____ Additional Phone No.: _____

Retired/formerly an editor and land use specialist

Occupation: _____ (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?

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Signature

Date

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

556 Case Road
Belulah MI 49617
March 5, 2024

Dear Benzie County Board of Commissioners,

I'm writing to tell you that I am very interested in sitting on the Headlee Reset committee.

I am applying for the committee because I care about Benzie County and my neighbors, and want all of us to have access to the best possible quality of life and quality of opportunity. Local government can have a tremendous effect on both of those things, and local government revenue can and usually does play a major role in achieving them.

I believe my appointment would help the county not only because I would bring those positive beliefs to bear on committee deliberations, but also because I have a good deal of experience in observing, reporting on, and discussing different local governmental policy making and decisions. This has given me a balanced view of government, its importance, and how it should and should not work.

Since my retirement, in 2016, I have been involved in the community mostly through political work as a member, and now chair, of the Benzie County Democratic Party. This has allowed me to meet and work with a wide variety of folks from all across the county. Since our party does a fair amount of community service—everything from highway cleanup to raising money for post-secondary scholarships for Benzie students to helping out a local baby pantry and a local food bank—I also have a good view of the challenges many of my neighbors face.

I also have come to fully appreciate just how special a place our county is, and that we all must work together to make sure it stays that way even as more people move here, seeking what all of us love.

I will also add that I consider myself a very good communicator—both in speaking and writing—and can help the commission get its views and concerns out to the parts of the community I am in good touch with.

I look forward to your decision and, hopefully, the chance to help in what is a major decision we face about how our local governments—villages, townships, our city, and the county itself—provide needed services while being careful not to do either too little or too much.

Thank you,



Jim Dulzo
231-882-1341

February 1, 2024

Ms. Mandy Gray Rineer
Almira Township Hall
7276 Ole White Dr.
Lake Ann, MI 49650

Dear Mandy:

I am extremely pleased that you have accepted my offer to serve on the Tax Advisory Committee (TAC) to address Benzie County's Headlee Rollback issue. I will inform the Benzie County Board of Commissioners that you are willing to be a member of the TAC. Once all six of the positions on the TAC are filled, I believe Benzie County Administrator Katie Zeits will contact you regarding meeting dates.

Thank you for agreeing to serve the citizens of Benzie County once again (as you have done for many years).

Sincerely,



John D. Mead
Benzie County Probate Judge

cc: Katie Zeits, Benzie County Administrator
Benzie County Board of Commissioners

RECEIVED

MAR 07 2024

TAMMY BOWERS
BENZIE COUNTY CLERK
BEULAH, MI 49617

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 6, 2024

Subject: **Establishment of Ad Hoc Committee – Administrator Evaluation**

At the February 27, 2024 meeting, it was mentioned that given we're approaching the end of a three year term as myself serving as County Administrator, an evaluation may be appropriate. Therefore, I recommend forming an ad hoc committee of the Board of Commissioners to discuss and move forward with this process.

Recommendation:

That the Board of Commissioners establish an ad hoc committee to discuss and move forward with the process of evaluation of the Benzie County Administrator, and that the Chair, Commissioner _____, Commissioner _____, and the Administrator serve on such committee.

Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 6, 2024

Subject: **Employee Assistance Program**

In effort to support our staff at a higher level, our office has worked with our benefits agent to explore employee assistance programs. Mental health is just as important as physical health. Employee assistance programs (EAPs) are one way Benzie County can support the well-being of its team members. To the extent that they are used, good EAPs can contribute to employees' productivity, personal wellness, and organizational success, all benefits to our community.

Enclosed are two agency proposals for providing employee assistance programs to employees. These programs provide confidential counseling, and mental health support to our staff as well as their dependents in a convenient way. Our office recommends moving forward with ALLONE Health.

On Tuesday, Lauren Harris from Advantage Benefits Group will be present to go over the services to be provided and answer any questions that the Board may have.

Recommendation

That the Board of Commissioners accepts the proposal from ALLONE Health for EAP Mental Health Session at an annual rate of \$3,450.



EAP PROPOSAL

YOUR ONE SOLUTION FOR WHOLE HEALTH

Prepared For:
Benzie County

Prepared By:
Jessi Zielinski, LMSW, SAP
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616-855-8832





AllOne Health EAP: The Key to a Thriving Culture

Where mental health meets whole-person care and digital well-being for the ultimate EAP experience.

Strengthen mental health. Beat burnout. Build financial wellness. Create safe, inclusive environments. Keep everyone engaged. Grow stronger.

AllOne Health is here to help with a whole health approach to benefits, for what matters most right now.



Customer Feedback is Vital for AllOne Health :

AllOne Health shared an [annual scorecard with our customer organizations](#), seeking their input on our program. Here is a summary of the results.

- **I would recommend AllOne Health to others.** **99.4%**
- My **Account Manager is easy to reach** and responds in a timely manner. **98.6%**
- My **Account Manager** is effective in helping us deal with employee performance issues and other workplace concerns. **98.8%**
- **Supervisory referrals** are a helpful tool for employees and organizations. **97.6%**
- My overall rating of the **24/7 phone line.** **96.4%**
- I am satisfied with our current **utilization rate.** **94.2%**
- I feel confident in the quality of the **provider network.** **95.8%**
- My overall rating of **Critical Incident Response** support service. **98.6%**
- The **Member Portal** is easy to access and navigate online and using various mobile devices. **97.4%**
- My overall rating of AllOne Health's **promotional tools.** **98.2%**

Quick and Easy Pricing Guide

DETAILED PROGRAM DESCRIPTIONS ON PAGE 4

Your employees and their families are our top priority.

Schedule sessions by phone, online, or live chat 24/7/365 **Included**

In-the-moment mental health crisis support is available when you need it most **Included**

Your mental health, your way: choose in-person, virtual, and text therapy **counseling sessions** **Included**

Access to **local licensed counselors** across the nation for personalized mental health sessions **Included**

Balancing **work and life**: Access resources and referrals to succeed **Included**

Don't let **financial** and **legal** issues hold you back - we're here to help **Included**

Discover your true potential with expert **life coaching** guidance **Included**

Experience the luxury of having your own **personal assistant** **Included**

Medical advocacy - Bringing clarity and confidence to healthcare decisions **Included**

AllOne Health **member portal**: your tool for whole health **Included**

Transform your health, and transform your life with personalized **wellness coaching sessions** **Add-on Option**

Year of Wellness webinar series for a more balanced and fulfilling lifestyle **Add-on Option**

EAP Mental Health Sessions Per Issue Per Year **Annual Rate**

5 per employee and family members **\$3,450**

(98) employees included in this plan.

Wellness Coaching Sessions Per Year Add-on Option **Annual Rate**

5 per employee and family members **\$2,400**

Sessions must match the mental health sessions chosen above.

Year of Wellness Webinar Series Add-on Option **Annual Rate**

12 Monthly, virtual educational training webinars; promotional material and recordings provided. **\$2,750**

Expand your EAP Care with AllOne Health's Fee-for-Service **Per Hour Rate**

Onsite or virtual EAP orientation and other promotions **\$300**

Onsite or virtual training seminar: Comprehensive training catalog of 120 plus diverse topics. Choose a training that fits your organizational needs. **\$350**

Critical Incident Support: Onsite interventions that provide solution-focused and compassionate support to employees impacted by workplace stress or trauma **\$350**

DOT qualified substance abuse professional services per case **\$750 - \$950**

*Additional travel rates for onsite events may apply.
**Cancellation fees apply for scheduled events.

Your Partner for Health and Wellness

Program Descriptions

For Employees:

Schedule Sessions your Way

Get 24/7 access to care through our convenient phone, online, or live chat options. Our trained professionals are available year-round for quick and reliable support whenever you need them.

In-The-Moment Crisis Support

Offers on-demand assistance when facing a mental health crisis. Speak with a counselor right away to receive the support you need. This provides timely and compassionate help to those who may be struggling with overwhelming emotions or thoughts.

Your Mental Health, Your Way

Easily book counseling sessions for in-person, virtual, or text therapy to fit your preferences and schedule. Our service offers flexible options to make therapy more accessible and convenient for you.

Find the Right Counselor

Our national network boasts over 20,000 carefully screened and licensed mental health counselors who offer in-person therapy sessions.

Balance Work and Life

Whether you need help finding the right daycare for your child, support for a loved one with special needs, or resources for eldercare, we can connect you with the information and referrals you need.

Achieve Financial Wellness

Get comprehensive guidance across key areas: budgeting, homebuying, debt, taxes, and more.

Expert Consultation for your Legal Matters

Get legal consultation, referrals and information for a wide range of personal matters, including estate planning, real estate, bankruptcy, divorce, custody, and more.

Personalized Life Coaching for You

Unlock your full potential with expert life coaching; discover the guidance you need to achieve your goals and find true success.

Have Your own Personal Assistant

Save time with referrals for travel, entertainment, professional services, home delivery, cleaning, and more. Let us manage your everyday tasks.

Medical Advocacy for Better Healthcare

Get help navigating insurance, obtaining doctor referrals, securing medical equipment, and planning for transitional care and discharge.

For HR Managers:

Dedicated Account Manager

A dedicated account manager who meets with you for program planning, implementation, management, utilization review, and strategic planning is crucial. This ensures an active partnership, aligning both parties toward achieving mutual goals, and maximizing program effectiveness.

Program Implementation

Launch an EAP that aligns with your company's values, culture, and environment. We can help develop policies like referral protocols, drug and alcohol policies, critical incident response, and workplace violence protocols.

Orientation and Training

AllOne Health offers virtual orientation sessions for all employees, as well as supervisor training on the EAP and how to identify troubled employees. Also included is a library of promotional flyers and orientation videos.

Program Promotion

Managers and supervisors can access resources and tools to enhance employee engagement, and performance management, and facilitate referrals for personal issues.

Utilization Reporting

We offer detailed reports on the success of your Assistance Program, presented in aggregate form for confidentiality. Your account manager will regularly review the report with you, providing a qualitative analysis of service delivery, activity, and customer satisfaction to ensure your EAP meets its goals.

Wellness Coaching– Add-on

Just like mental health counseling, a member can get the wellness support they are seeking when they need it. A credentialed wellness coach can assist with issues ranging from weight management, stress reduction, managing a new diagnosis, workout advice, and more. The coaching is non-incentivized, in a telephone or virtual setting.

Year of Wellness Webinar Series – Add-on

Our interactive wellness webinars are designed to build awareness and inspire change. Every month, a subject matter expert presents on their area of expertise, such as nutrition, physical activity, meditation, life coaching, psychology, behavioral health, and more.

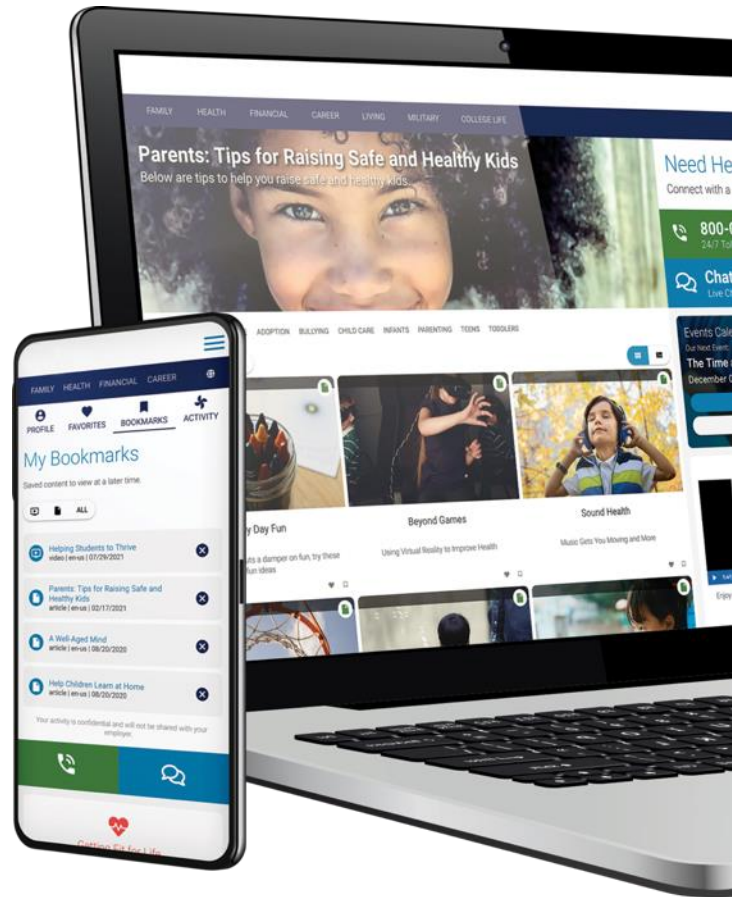
Whole Health Member Portal

INCLUDED WITH THE EAP

Give your employees and their loved ones the gift of easy, on-demand access to counseling, support, and personalized content.

Our member portal is designed to complement the employee assistance program offering a wide range of features to help improve mental health, reduce stress, and make life easier including:

- Schedule a session by phone, online, or live chat.
- Privacy protection
- Progressive web app for mobile devices
- Multi language – English, Spanish, and French
- Health and lifestyle assessments
- Interactive checklists
- Events calendar
- Soft skills courses
- Exclusive shopping discounts
- Resource locators
- Your profile to personalize your experience
- Human Resources area



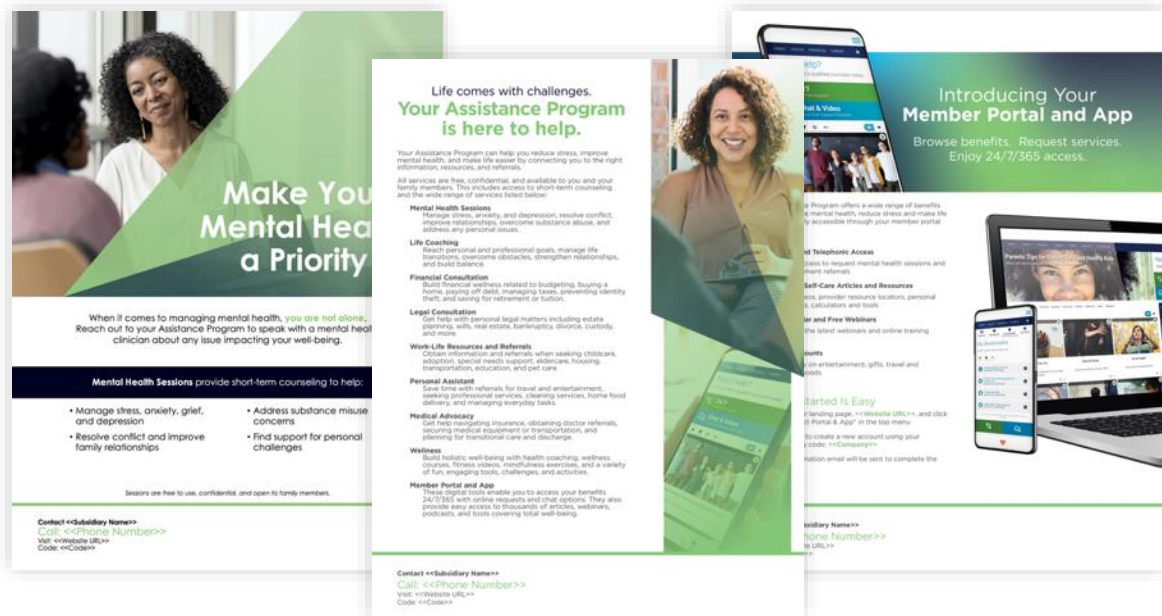
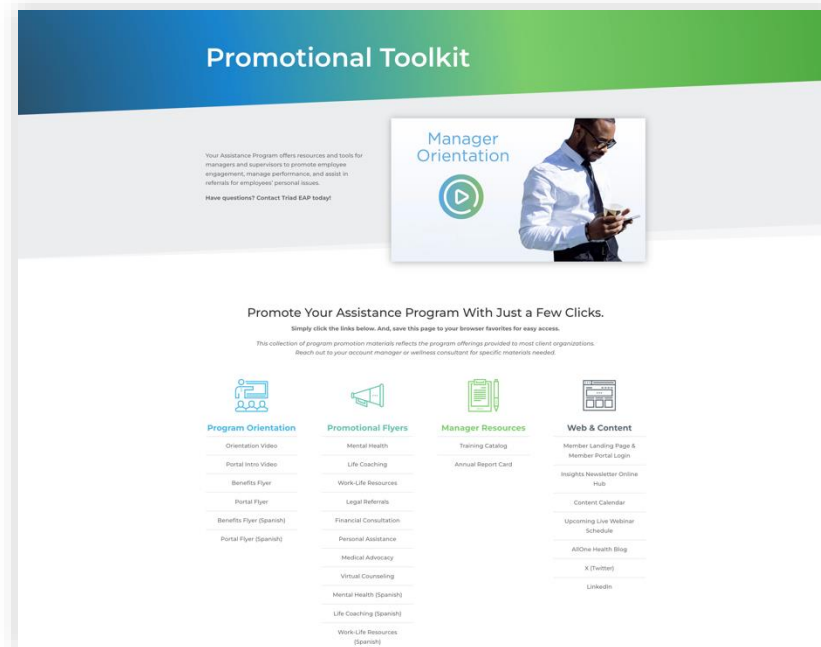
Your One-Stop Shop for EAP Promotion

INCLUDED WITH THE EAP

AllOne Health enhances employee assistance program effectiveness with a Promotional Toolkit for HR Leaders. It includes flyers, videos, and other resources, available in English and Spanish for accessibility.

Your online promotional toolkit includes:

- Orientation videos
- Benefits landing page
- FAQs and guidelines
- Promotional flyers including mental health, work-life, legal and financial, and more
- Manager resources including a guide with resources for HR leaders, formal management referral guides, and more
- Web and content including Insights, our digital newsletter hub, content calendar for year-round promotions, upcoming live webinar schedule, archived webinars, and more
- This toolkit is available online for you to easily grab what you need to promote the EAP to your employees and their families



*Printed materials including wallet rip cards, wallet cards, brochures or break room posters, and custom materials are available **at an additional fee.**
Your dedicated account manager will assist you during the onboarding and launch of the program.

Your Monthly Guide to Well-Being

INCLUDED WITH THE EAP



VISIT INSIGHTS

Insights, our monthly newsletter is fully searchable and accessible anytime online or with your mobile device. Includes a content calendar, monthly promotional videos, free monthly webinars, and expert resource articles.

Insights offer fresh content on timely topics and themes throughout the year. **Available in English and Spanish.**

- Topical Articles
- Topical Videos
- Free, Live Webinars
- On-demand Webinars
- Leadership Tools
- Special Hot Topic Features

2024 Insights Featured Themes

January	Mind/Body Connection
February	Boundaries/ Relationships
March	Burnout & Overwhelm
April	Understanding Anxiety
May	Mental Health Awareness
June	Civility
July	Minority Mental Health Awareness Month
August	Whole Family Care
September	Substance Misuse & Recovery
October	Holiday Health
November	Financial Wellness
December	Purpose



Local Experience, National Reach



Your EAP Partner – Bridging National Resources and Local Support:

At AllOne Health, we seamlessly blend our nationwide presence with localized expertise across our 16 regional offices. This unique approach enables us to deliver tailored EAP services that precisely meet the distinct needs of each region while harnessing our extensive nationwide resources and tools for holistic support.

Industry Leading Certifications and Accreditations:

When evaluating EAPs and mental health providers, look closely at their accreditations for security measures. To learn more about AllOne Health's security measures, click the button below.

[ALLONE HEALTH SECURITY AND PRIVACY](#)

Family of AllOne Health Companies

East Region:

- **AllOne Health**
 - Wilkes-Barre, Pennsylvania (HQ)
 - Boston, Massachusetts
 - Columbia, South Carolina
 - Lynchburg, Virginia
 - Middletown, Ohio
- **Lytle EAP** – Pittsburgh, Pennsylvania
- **IMPACT Solutions** – Cleveland, Ohio
- **Ease@Work** – Cleveland, Ohio

Mid-West and West Region:

- **Encompass EAP** – Grand Rapids, Michigan
- **ERS EAP** – Chicago, Illinois
- **Sand Creek EAP** – Minneapolis, Minnesota
- **Life Services EAP** – Nashville, Tennessee
- **ACI Specialty Benefits** – San Diego, California
- **FEI Workforce Resilience** – Milwaukee, Wisconsin
- **Triad EAP** – Grand Junction, Colorado
- **Perspectives, Ltd.** – Chicago, Illinois

Comprehensive Whole Health Solutions

EXPANDED SOLUTIONS THAT GO BEYOND THE FEATURES OF THE EAP PLAN

The world of work has changed. And so have we. At AllOne Health, our solutions have evolved beyond traditional Employee Assistance Programs to provide real solutions for what matters most right now.



ALLONE
Wellness

Wellness by AllOne Health is the total package solution, offering a whole health approach. Products and services include the Year of Wellness, coaching with credentialed wellness providers, and an array of customizable options including courses, webinars, and more.

ALLONE
Consulting

With decades of experience in providing expert facilitation for leadership coaching, change management, DE&I initiatives, and more, AllOne Health offers expansive Consulting solutions for any organization looking to elevate people, purpose, performance, and potential.

ALLONE
*Crisis
Management*

As a leader in preparedness, response, and recovery associated with the human dimensions of crisis and trauma, AllOne Health provides organizations with the tools to address the full spectrum of crisis management.

ALLONE
Concierge

The ultimate perk to attract and retain top talent, AllOne Health's concierge offers customized corporate concierge and errand running services that support the best place to work initiatives and help companies thrive in competitive industries.



PINE REST EMPLOYEE ASSISTANCE PROGRAM

Proposal for EAP Services

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Accredited by The Joint Commission.
Associate Member of the National Network of Depression Centers.
Accredited by the Commission on Accreditation of Rehabilitation Facilities.
SHRM Recertification Provider.



GREETINGS


The Pine Rest EAP team is excited you are exploring the option of utilizing our Employee Assistance Program (EAP) benefits for your employees. We understand you have a vested interest in supporting your employees in reaching their full potential. Personal challenges often impact employee's work performance and lead to decreased productivity, lower job satisfaction, high turnover, and overall low employee morale.

Pine Rest's EAP is a cost-effective way of investing in your employees to overcome these obstacles. Your employees and all members of their household can access the benefits described in this proposal at no cost to them. Research shows employees who access EAP services experience positive workplace outcomes, making this an investment which produces long-term cost savings for your organization.

Pine Rest's EAP is distinctive from other EAPs you may be considering. We are the 3rd largest freestanding behavioral health facility in the United States which allows us to offer a Continuing Care Pledge. We diligently strive to pair individuals seeking services with a clinician who can continue providing services beyond their EAP if needed. This produces better experiences and outcomes for your employees!

The EAP team is a diverse and inclusive team of specialized clinicians and professionals dedicated to providing quality care. The Pine Rest EAP provides effective person-centered services and delivers cost savings to your workplace. We look forward to discussing this proposal with you, answering your questions, and partnering with you to build a culture of health and wellness in your organization.

Sincerely,



Jean Holthaus, LISW, LMSW
Employee Assistance Program Director



UNDERSTANDING PINE REST CULTURE

Pine Rest Christian Mental Health Services was founded in 1910 with a guiding philosophy of serving communities, organizations, and individuals. Today, we are the third largest free-standing behavioral health provider in the United States. This allows the Pine Rest EAP to provide your team with access to a full continuum of services. Our EAP currently provides services to nearly 600 organizations, covering over 100,000 lives.

Our EAP serves hundreds of organizations ranging from small businesses, municipalities, large corporations, government agencies, churches, schools and universities, and non-profit organizations. We proudly provide mental health and wellness resources nationwide through our Employee, Church, and School Assistance Programs.

Pine Rest Employee Assistance Program offers a robust combination of services:

- Employee and organizational wellness
- Mental health awareness
- Creating and maintaining healthy teams and workplace environments
- Behavioral health treatment
- Education and development training courses for employees, teams, and leaders
- Coaching and Mediation
- Crisis response

If EAP services cannot adequately address the presenting issue, our EAP sets itself apart by facilitating access to Pine Rest's vast resources including:

- Outpatient behavioral health services
- Psychiatric urgent care
- Inpatient hospitalization
- Substance use services including residential detox

Pine Rest has nearly 2,000 employees, including 104 psychiatrists and doctors, 50 psychiatric residents/fellows, 30 psychologists, 373 masters-level clinical therapists, 240 registered nurses, over 300 psychiatric technicians, and 45 physician assistants and nurse practitioners.

Pine Rest values individuals and provides services to people of all cultures, religions, gender identities, and ethnicities. Pine Rest is a diverse and inclusive team of highly specialized clinicians dedicated to high-quality, outcome-driven practices. It is these values that drive our quality of care and commitment to our patients.



BENEFITS INCLUDED

Confidential Counseling Services

Free, confidential counseling sessions are provided via teletherapy or in-person. We offer 3, 5, or 7 session models and at Pine Rest your employees can retain their therapist if they desire services beyond their EAP benefits. As different concerns arise, we continue to support your employees. For example, if an employee uses their free sessions to successfully cope with depression, ends therapy, and later encounters a need for additional sessions, they receive free counseling sessions for this new episode of care.

24/7 EAP Hotline

Pine Rest EAP members may access in-the-moment support from a clinician 24 hours per day, 7 days per week, 365 days of the year.

Trainings

Pine Rest EAP offers focused, relevant trainings reflective of organizational needs. Training topics include leadership development, wellness, coping strategies, resilience, team building, and diversity. Free training hours are included with your EAP contract. Additionally, you have unlimited access to dozens of trainings via our online web library.

Mandatory Referrals

Mandatory referrals are a valuable tool for employees being offered a “last chance” to retain their employment. Employees are connected to a clinician within 24 hours and employers are provided reports of employee progress and engagement. Our data shows up to 90% of employees remain successfully employed six months after completing the mandatory referral program.

Account Management

Your Account Manager will help you launch your EAP benefits by offering new client orientations in-person or virtually. Orientation includes targeted marketing support, materials, and demonstrations to ensure your employees understand and can access their benefits. Your Account Manager meets with you mid-year to discuss service satisfaction, employee utilization, promotional strategies and more.

Triage and Consultation Team

It is difficult for HR professionals and employees to know exactly what services are needed. Our clinical team helps determine exactly what services are most appropriate for the situation. Clients can be seen the same day using their EAP or referred to a higher level of care using their insurance if appropriate. Clinicians on this team will triage the issue and assist in connecting clients to the appropriate resources.



FREE RESOURCES INCLUDED



Legal Consultations

Pine Rest EAP partners with respected West Michigan law firm, Rhoades McKee, to provide a free 30-minute telephonic consultation plus a 20% discount on any additional services. Most legal issues are resolved within the 30-minute consultation and do not result in any additional cost.



Financial Consultations

Pine Rest EAP partners with Lake Michigan Credit Union (LMCU) to provide free financial consultations with a finance expert. Consults can be facilitated virtually, telephonically, or in-person at an LMCU location. Members also have access to Wallet Wisdom, an online financial wellness library of robust resources.



Elder Care Consultations

Taking on an elder's care can be an overwhelming task. Pine Rest EAP provides unlimited access to Elder Care experts who work to carefully assess the elder's care needs and provide education, support, and contact information for resources.



Personal Advantage Online Library

This wellness resource provides unlimited access to our digital library containing over 20,000 resources. Resources available include articles, videos, webinars, calculators, assessments, and trainings. Topics are easily searchable and include health and wellness, finances, legal issues, and more.



Locator Tool

Our Personal Advantage online library features a locator tool to assist you in identifying local resources in the areas of adoption, childcare, transportation, schools, tutoring, elder care, parenting, and pet services.



Seminars and Webinars

Attend complimentary half-day seminars virtually or in-person at Pine Rest's main campus. Update your knowledge and skills around current trends in mental health, wellness, and workplace culture. Conferences occur on a quarterly basis.

DISCOUNTED-RATE SERVICES



Executive Coaching Services

Available for executives, management, and other leadership positions or teams. Outcomes and services include increased emotional intelligence and resilience, navigating change and transitions, and successful team building strategies.

Employee Coaching Services

Available to individuals or groups and addresses workplace issues, performance concerns, effective communication, working effectively within a team, conflicts, or any specific work-related concern.

Critical Incident Response

When workplace tragedy or traumatic events occur, we provide on-site or virtual support within hours of contact. Specially trained clinicians provide leadership debriefing, crisis stabilization, management consultation, leadership guidance, and recommendations. Resiliency training, group facilitation, and on-site individual support is available for your team.



Mediation Services

Available to individuals and groups, mediation is provided to reduce conflicts between co-workers, or employees and management. Fostering healthy interactions, managing personality conflicts, effective communication strategies, and other tools are used to support successful workplace relationships.

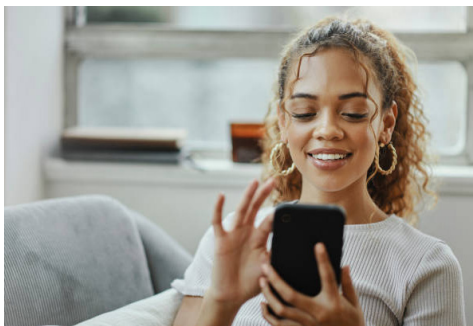
COMMUNICATIONS

Partner Support: Pine Rest EAP provides interactive account management throughout the year. Your Account Manager will guide you through a successful launch and provide ongoing support. We pride ourselves on our prompt response time, driving utilization, and leveraging our expertise to provide solutions.

Utilization Reports: You will receive a quarterly Utilization Report detailing the number of contacts made for each service and data on diagnosis categories. Utilization Reports are accompanied with EAP updates about services and trending mental health and wellness topics.

Monthly Newsletter: Pine Rest EAP team members personally select reliable content distributed via a monthly e-newsletter. You receive current information from reputable sources, including Pine Rest psychiatrists and clinicians, about a variety of topics to engage critical thinking about health and wellness.

Mindful Minute: Pine Rest EAP implemented a unique wellness feature that is delivered to your inbox bi-weekly. Mindful Minute is a 60-second read to bring attention to and provide resources for the everyday stressors in our lives.



Quarterly Snags: Pine Rest EAP publishes quarterly “Snags” uniquely created to assist you with EAP promotion in the workplace. Snags are short snippets of information you can add to your employee communications. Snag content covers a variety of topics from awareness days/months to reminders of available benefits.

QR Code: We developed a QR code to improve the ease of access for all EAP services. Simply scan the code and automatically connect to our 800 number.



Promotional Materials: We supply you with unlimited free promotional materials. Benefit fliers and wallet-resource cards are supplied for distribution to every employee. Additional promotional supplies include a variety of posters, “How to Increase Utilization” tips, “Breaking the Stigma” flier, Snags, and a Personal Advantage summary page. Additional brochures and literature representing a broad spectrum of topics including Stress, Substance Use, Depression, Anxiety, Dementia, etc. are available upon request.

DISTINCTIVE TO PINE REST EAP

1

We want you to use your EAP benefits! **High utilization** is our goal, and we work diligently to help you achieve the desired results.

2

We provide **personalized care** for you and your team! You will know your EAP team members by name, and they are highly responsive to client needs.

3

Our EAP's **Continuing Care Pledge** allows employees to retain their therapist, if desired, after their free counseling sessions conclude.

4

Accessing our services is **fast and easy**. We can activate services within minutes for crisis response situations.

5

Our **Triage and Consultation Team** of clinicians assess what services are needed and assist in accessing appropriate care. This includes seeing clients the same day if appropriate.

6

Sometimes employees need services that are not included in their EAP. We can get you there through Pine Rest's **larger continuum of services**.

7

Pine Rest is recognized as a **national leader** in clinical research and establishment of best practices in behavioral health care.

8

WE CARE! EAP services are not simply a product to us. We are supporting and healing PEOPLE by going out of our way to make sure all our clients' needs are properly addressed.

FREQUENTLY ASKED QUESTIONS



Q: How does the term “Christian” in your name affect services for my employees?

A: Clinicians follow a code of ethics requiring that they never impose their values or beliefs upon others. ALL clinicians meet clients where they are and incorporate the client’s beliefs in whatever way the client finds helpful. Pine Rest employs and provides services to individuals with diverse spiritual beliefs.

Q: What is an “episode of care”?

A: Pine Rest EAP provides clients with a set number of free counseling sessions, per episode of care. For example, a client uses the free sessions to successfully cope with the loss of a loved one, and treatment concludes. Later in the year, they might experience anxiety and would be eligible for additional free counseling sessions.

Q: Our organization has employees nationwide; are they covered?

A: Pine Rest EAP offers national EAP service coverage for both in-person and telehealth counseling through our nationwide affiliate network of over 4,000 providers.

Q: Is an EAP a worthwhile investment for my organization?

A: EAP costs represent less than 1% of the average employers’ annual per-employee spending on health benefits. The US Department of Labor reports that for every dollar spent on an EAP, employers save \$5 to \$16. With an average ROI of \$12, EAP is one of the best investments you can make for your employees and for your business.

Q: Our health insurance provides EAP services, is there any difference?

A: Embedded EAPs sound attractive, but often cost more in the long run. Slower response, limited benefits and marketing support, and fewer resources lead to low employee engagement and utilization. In general, free EAPs focus on referrals to health insurance.

Q: What are some of the outcomes we can expect?

A: Research from SHRM consistently shows that an EAP provides many benefits to your business:

- Greater ability to attract new employees
- Reduced disability claims and health care costs
- More engaged employees and managers
- Higher organizational morale
- Decreased employee absenteeism and tardiness
- Increased employee productivity and retention

SUMMARY OF SERVICES

SERVICES PROVIDED		3-Session Model	5-Session Model	7-Session Model
Counseling Sessions		3 sessions per episode of care	5 sessions per episode of care	7 sessions per episode of care
Hotline Calls (24/7/365)		✓	✓	✓
Elder Care Consultation		✓	✓	✓
Legal Consultation		✓	✓	✓
Financial Consultation		✓	✓	✓
Management Consultation		✓	✓	✓
Substance Use Assessment		✓	✓	✓
Mandatory Referrals		✓	✓	✓
Account Management		✓	✓	✓
Personal Advantage Online Library		✓	✓	✓
Wallet Wisdom Financial Wellness		✓	✓	✓
Quarterly Conference		✓	✓	✓
Monthly Newsletter & Bi-Weekly Wellness Tip		✓	✓	✓
Promotional Materials		✓	✓	✓
Orientation Sessions		✓	✓	✓
Utilization Reports		✓	✓	✓
Training Hours Included		2	4	6
Additional Trainings		\$200/hour + \$50 travel fee	\$200/hour + \$50 travel fee	\$200/hour + \$50 travel fee
Coaching/Mediation Services		\$200/hour + \$50 travel fee	\$200/hour + \$50 travel fee	\$200/hour + \$50 travel fee
Critical Incident Response		\$200/hour + \$50 travel fee	\$200/hour + \$50 travel fee	\$200/hour + \$50 travel fee
Annual Program Fee	1 - 100 employees	\$100	\$100	\$100
	101 - 250 employees	\$200	\$200	\$200
	250 + employees	Free	Free	Free
Employee Assistance Program Per-Employee-Per-Year (PEPY)		\$14	\$20	\$27

Travel fee only applies to onsite facilitation.
Rates are guaranteed through 12/31/2024.

ADDITIONAL INFORMATION

CONTACT INFORMATION

E-mail: eap@pinerest.org

Phone: 800.442.0809, press 2

#share

#follow

#like

#subscribe



Learn more about Pine Rest
Employee Assistance Program
benefits by visiting our website:

www.pinerest.org/eap



Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 6, 2024

Subject: **Agreement with Grand Traverse County for inmate housing**

Benzie County is currently housing inmates for Grand Traverse County and the relationship has been good. In short, Benzie County will house Grand Traverse County's inmates for a set rate, to cover housing and food costs. Grand Traverse County will retain its obligation to cover medical expenses above and beyond routine physical assessment required for incarceration as well as transportation to and from court.

I have included the existing agreement in your packet; however it is under review by legal counsel and therefore could have tweaks.

I recommend extending the housing agreement through December 31, 2025.

Recommendation

That the Board of Commissioners approves the two- year renewal agreement with Grand Traverse County for housing Grand Traverse County inmates, agreement subject to approval as to its form by legal counsel and authorizes the Chair to sign.

**AGREEMENT
BETWEEN
BENZIE COUNTY / BENZIE COUNTY SHERIFF
AND
GRAND TRAVERSE COUNTY / GRAND TRAVERSE COUNTY SHERIFF
FOR
HOUSING GRAND TRAVERSE COUNTY PRISONERS IN BENZIE COUNTY
JAIL**

**FOR PERIOD COVERING
January 5, 2023 through December 31, 2023**

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**AGREEMENT
TO
HOUSE GRAND TRAVERSE COUNTY PRISONERS
IN BENZIE COUNTY JAIL**

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the **COUNTY OF BENZIE** a municipal corporation and political subdivision of the State of Michigan (hereafter referred to as "Benzie"), acting on behalf of the **SHERIFF OF BENZIE COUNTY**, who has offices at the Benzie County Jail, 505 South Michigan Avenue, Beulah, MI 49617 (hereinafter referred to as "Benzie County Sheriff"), and the **COUNTY OF GRAND TRAVERSE** a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Grand Traverse"), acting on behalf of the **SHERIFF OF GRAND TRAVERSE COUNTY**, who has offices at the Grand Traverse County Jail, 320 Washington Street, Traverse City, MI 49684 (hereinafter referred to as the "Grand Traverse Sheriff").

WITNESSETH:

WHEREAS, Grand Traverse and the Grand Traverse Sheriff wish to alleviate staffing and training issue in the Grand Traverse Jail by transferring and housing Grand Traverse prisoners in the Benzie Jail; and

WHEREAS Benzie and the Benzie Sheriff agree that Grand Traverse Sheriff may transfer and house prisoners in the Benzie County Jail, subject to the terms and conditions in the Agreement.

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

1. **AGREEMENT TERM AND TERMINATION.** This agreement shall commence on the 5th day of January 2023, and shall continue through the 31st day of December 2023, at the end of which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, either Benzie or Grand Traverse can terminate this Agreement at any time, with or without cause, by delivery of not less than thirty (30) days prior written notification to the other party.

2. **COMPENSATION.** Grand Traverse agrees to pay Benzie at a rate of Thirty-Five and 00/100 Dollars (\$35.00), per bed per day, for each bed which is utilized.

3. **PAYMENT SCHEDULE.** Grand Traverse shall pay Benzie for lodgings for the duration of the contract within thirty (30) days of a billing statement indicating the dates and number of Grand Traverse prisoners housed.

4. **REMEDIES IF JAIL BECOMES UNINHABITABLE.** In the event the Benzie Jail becomes uninhabitable, due to riot, natural disaster, fire overcrowding, or other factors beyond the control of Benzie, requiring Grand Traverse prisoners to be removed from the Benzie Jail, payments shall abate while the Jail is uninhabitable, and Grand Traverse may exercise either of the following options:

- A. Permitting Benzie, at its sole expense, to repair the Benzie Jail to a habitable state and upon completion of such repairs to resume the care and control of Benzie prisoners under the terms and conditions of this Agreement.
- B. Terminating this Agreement in its sole discretion effective on delivery of written notice to Benzie.

5. **TRANSPORTATION OF PRISONERS.** Grand Traverse Sheriff shall deliver the Grand Traverse prisoners to be housed at the Benzie County Jail and shall turn the prisoners over the custody of the individuals designated by the Benzie Sheriff. The Grand Traverse Sheriff shall provide transportation of prisoners to and from court proceedings and a means for a released prisoner's return to Grand Traverse if said prisoner upon release cannot obtain transportation. Benzie is not responsible for transportation of prisoners.

6. **PRISONER TRANSFER ORDERS.** Grand Traverse Sheriff shall furnish the Benzie Sheriff an appropriate transfer order as a legal basis for holding a prisoner at the Benzie Jail on behalf of Grand Traverse.

7. **PRISONER MEDICAL FILES.** Grand Traverse Sheriff shall transmit the medical file and medical clearance file shall be maintained by the Benzie Jail's medical staff and shall accompany the prisoner on any transfer. The Benzie Sheriff may maintain his own medical records as deemed appropriate and shall implement procedures to protect the confidentiality of the records and agrees not to release information about Benzie prisoners to unauthorized sources or to release information which is protected and/or made confidential by statute.

8. **PRISONERS WITH MEDICAL AND/OR MENTAL HEALTH PROBLEMS.**

Benzie reserves the right to refuse any Grand Traverse prisoner determined by Benzie Jail's medical personnel to be unacceptable for incarceration in Benzie Jail due to acute medical or surgical problems or serious mental health problems.

9. MEDICAL COSTS.

- A. The boarding rate per bed day includes all routine prisoner incarceration costs including intake physicals and assessment done by the Benzie Jail Medical Staff.
- B. Any additional medical needs deemed necessary by the Benzie Jail Medical Staff will be paid by Grand Traverse. This is to include, but not be limited to, medical procedures, surgeries, doctor visits, specialist visits services, prescriptions, hospitalizations, tests, and laboratory, dental and optical services.
- C. Prior to any off-site non-emergency medical treatment for Grand Traverse's prisoners, treatments must first be approved by Grand Traverse, if time permits, in writing.

10. TYPES OF QUALIFIED INMATES. Benzie will house Grand Traverse prisoners which fall between Medium and Very Low using the Northpointe Institute Classification System. Any prisoner with a higher classification will be accepted for housing at Benzie Jail on case-by-case basis only. Benzie will not house any juvenile inmates.

11. INMATE PROPERTY. Benzie County agrees to store all property of Grand Traverse County prisoners who are lodged in the Benzie Jail.

12. DEATH OF GRAND TRAVERSE PRISONERS. If a Grand Traverse prisoner dies while in the custody of the Benzie Sheriff, the Benzie Sheriff shall notify the Grand Traverse Sheriff. Grand Traverse shall be responsible for the disposition of the body of the deceased prisoner and any costs thereof, including the cost of autopsy, and any costs incurred by Benzie prior to the Grand Traverse Sheriffs receiving the prisoner's body, if it is determined by the Medical Examiner performing the autopsy that the death resulted from natural causes. If the death of a Grand Traverse prisoner is determined by the Medical Examiner performing the autopsy on the deceased to be of unnatural causes, Benzie shall pay the cost of disposition of the body and other costs relating to the death of the prisoner, including the cost of the autopsy.

13. CHOICE OF LAW. This Agreement and its performance shall be construed in accordance with, and governed by, the laws of the State of Michigan.

14. COMPLIANCE WITH THE LAW. The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, those regulating the transporting, housing and care of prisoners.

15. NONDISCRIMINATION. The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

The parties to this Agreement, as required by law, shall not discriminate against and employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color,

religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded material breach of this Agreement.

16. **LIABILITY INSURANCE.** Both Benzie and Grand Traverse shall procure, pay the premiums on, keep and maintain during the term of this Agreement liability insurance of appropriate types and amounts to cover liability arising from the activities which they are to perform under this Agreement.

17. **COLLECTIVE BARGAINING.** It is expressly understood and agreed by Benzie and Grand Traverse that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreements of either County.

18. **WAIVERS.** No failure or delay on the part of any of the parties of 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.

19. **AMENDMENTS.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Benzie, Grand Traverse, and the Benzie Sheriff and the Grand Traverse Sheriff, signed by their authorized representatives.

20. **ASSIGNMENT OR SUBCONTRACTING.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Benzie, Grand Traverse, and the Benzie Sheriff and the Grand Traverse Sheriff, signed by their authorized representatives.

21. **TITLES OF SECTIONS.** 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. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between parties. No other agreements, including prior 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.

23. **SEVERABILITY OF PROVISIONS.** If any part of this Agreement is rendered invalid or unenforceable because of any Federal or State statute or regulation or by a court having appropriate jurisdiction ruling a provision or clause invalid, unconstitutional or beyond the authority of either Benzie, Grand Traverse, Benzie Sheriff or Grand Traverse Sheriff to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found to be invalid, unenforceable, unconstitutional or beyond the authority of the parties, and Benzie shall reimburse for all services provided under this Agreement up to the effective date of termination.

24. **CERTIFICATION OF AUTHORITY.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties that they represent, and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties to this Agreement have fully executed this Agreement as of the date first above written.

COUNTY OF BENZIE:

By: Bob Roelofs
Bob Roelofs, Chairperson
County Board of Commissioners

June 13, 2023
Date

By: Kyle Rosa
Kyle Rosa, Sheriff

06/09/2023
Date

COUNTY OF GRAND TRAVERSE

By: Bob Hentschel
, Chairperson
County Board of Commissioners

6/7/2023
Date

By: Tom Bensley
Tom Bensley, Sheriff

6/7/2023
Date

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

By: Donald J. Kulhanek 2/8/2023

Memorandum



To: Board of Commission

From: Katie Zeits, County Administrator

A handwritten signature in blue ink that reads "Katie Zeits".

Date: March 7, 2024

Subject: **Contracted IT Coordinator**

In November, the Board of Commissioners approved moving forward with a contracted position to serve as an on-site IT person for Benzie County. Since then, we've worked with our vendor to find qualified individuals to move forward with. In November, there was no budget approved for this contracted position.

My conversation with our vendor has assisted me in finding an appropriate funding level for someone serving in the mid-level IT space. We believe that a budget of \$70,000 for a one-year commitment will allow us to find an appropriate person. This funding would include some startup costs for the person.

Any contract will come back before the Board for approval. What I am asking for on Tuesday is for the Board to take action to commit \$70,000 for a one-year commitment.

Recommended Motion:

That the Board of Commissioners commits \$70,000 to contracting with a mid-level IT individual to serve Benzie County, with the contract approval to be at a later date, with funds available in all fund's technology department lines and General Fund contingency.

Memorandum



To: Board of Commissioners

Copy: Elected Officials
Katie Zeits, County Administrator

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

Date: March 12, 2024

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

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

- Deputy County Clerk

The Deputy County Clerk factor evaluation scored a Grade 4, Step 1 on the General scale. The proposed wage increase for the three (3) positions would be to \$20.31 an hour, an increase of \$6,879.58 for the remainder of the 23/24 fiscal year.

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

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 position with the County Administrator to complete the Budget Adjustment of \$6,879.58 from contingency to the corresponding wage line with the wage increases to take effect on March 17, 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: March 7, 2024

Subject: **Materials Management Planning**

With the implementation of the new laws related to Materials Management Planning, formerly known as Solid Waste Management, there are many steps to be taken to move forward with the rewrite of our solid waste management plan. The State is strongly encouraging the regionalization of plans and requires a county to communicate with each county that touches their border. Therefore, for our purposes, conversations with Grand Traverse, Leelanau, Manistee, and Wexford are required. Regionalization does come with incentives from the State, including increased funding.

Jesse Zylstra and I have had many conversations about the plan rewrite and what may make sense for Benzie.

As part of the process, however, EGLE is advising us that the Board of Commissioners should take official action to have these conversations. Ultimately, the approval lies with the Board of Commissioners, but Jesse and I need your approval to move forward with creating a recommendation for the Board.

I have included two presentations in the packet for review by the Board about this new process the State is funneling out to the locals.

Recommendation

That the Board of Commissioners authorizes the County Administrator and the Solid Waste and Recycling Coordinator to discuss regionalization with counties adjacent to Benzie County and to prepare a recommendation for the Board related to regionalization.

virtual **michigan materials** **management** conference



PART 115 OVERVIEW AND NEW FACILITY AUTHORIZATION TYPES

*Rhonda Oyer, Solid Waste Section Manager
Michigan Department of Environment, Great Lakes, and Energy*



Historical SW Management in Michigan



- In 2022 a total of 51,990,037 cubic yards of waste were disposed of in Michigan landfills.
- An increase of 1,071,575.30 cubic yards or about 2.1 percent over the FY 2021.



Focus changing to Materials Management

- The eight-bill package (HB 4454 to 4461) that passed in December of 2022 and became effective on March 29, 2023, significantly changes the landscape for solid waste in Michigan.
- The changes promote materials management with the goals of reducing overall waste generated, providing for innovative reuse of materials, and increased recycling, waste diversion, and utilization.



Solid Waste Legislation

- Updated Materials Management Planning process.
- Increased education and awareness of disposal options and techniques.
- Provide standards for recycling and composting facilities.
- Update landfill requirements.



WHAT: YOU NEED TO KNOW

- New laws in effect as of March 29, 2023
- EGLE - Initiated the Planning process on January 8, 2024
- Requires all counties to have an MMP
- Timelines established in law for action
- Counties will have 6 months to file Notice
 - Deadline: July 6, 2024
- Activities required prior to submitting NOI
- MMP is the tool that connects the management of all materials; facility development; mechanisms; etc. within a planning area



Materials Management Planning

- Focus on utilization capacity – not disposal capacity;
- Measurable goals and objectives;
- Benchmark recycling standards;
- No import/export requirements;
- Add siting and development of materials utilization facilities to planning process;
- Promote regional planning and provides for more local control (zoning);
- Incorporates ways to increase recycling access, participation.



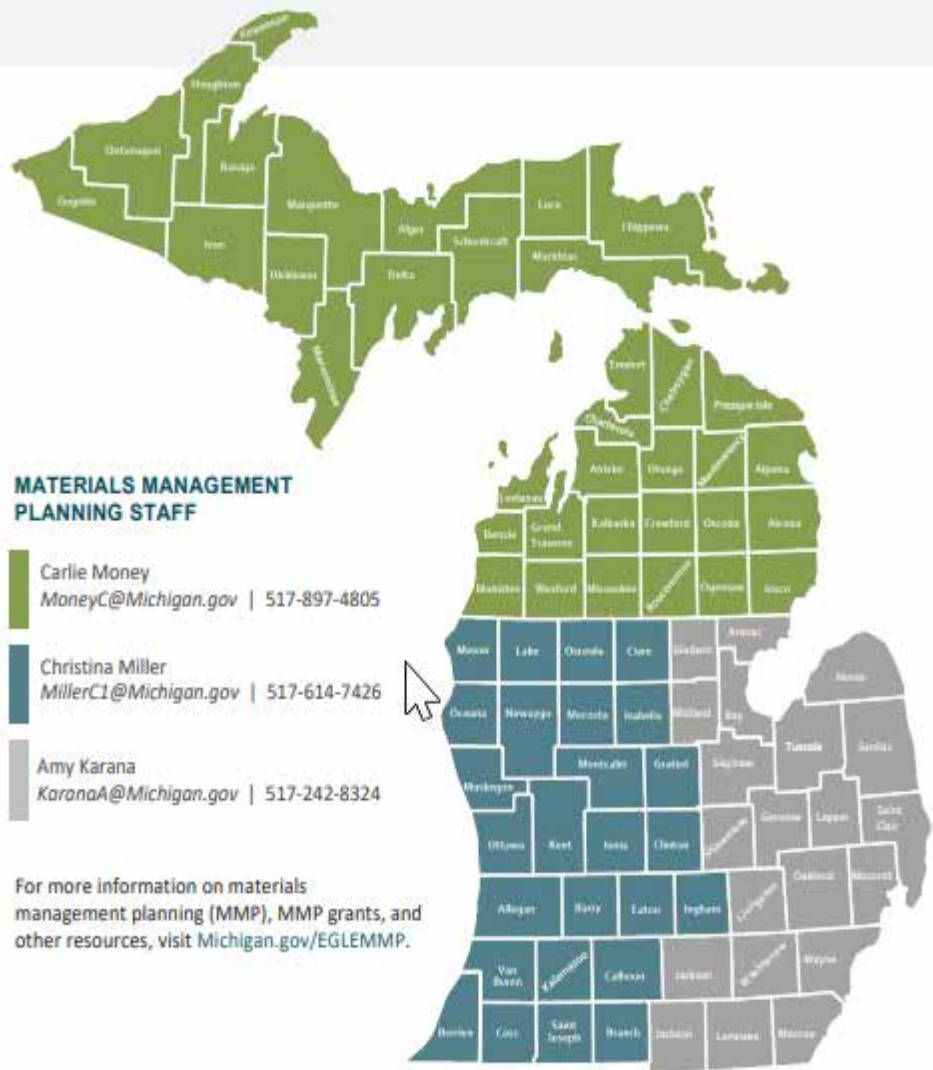
COUNTIES FOCUSING ON NOW

- Review MMPC appointment requirements
- Adjacent County discussions
 - Potential partnerships
- Confirm current DPA
- Engage in planning discussions
- Watch the MMP Website for resources





MATERIALS MANAGEMENT PLANNING PROGRAM



MATERIALS MANAGEMENT PLANNING STAFF

Carlie Money
MoneyC1@Michigan.gov | 517-897-4805

Christina Miller
MillerC1@Michigan.gov | 517-614-7426

Amy Karana
KaranaA@Michigan.gov | 517-242-8324

For more information on materials management planning (MMP), MMP grants, and other resources, visit Michigan.gov/EGLEMMP.

Michigan Department of Environment, Great Lakes, and Energy | 800-662-9278 | Michigan.gov/EGLE

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

To request this material in an alternate format, contact EGLE-Accessibility@Michigan.gov or 800-662-9278.



Christina Miller
Materials Management Planning Specialist
EGLE



Amy Karana
Materials Management Analyst
EGLE



Carlie Money
Materials Management Analyst
EGLE

[Website: Planning Staff Program Map](http://Michigan.gov/EGLE)

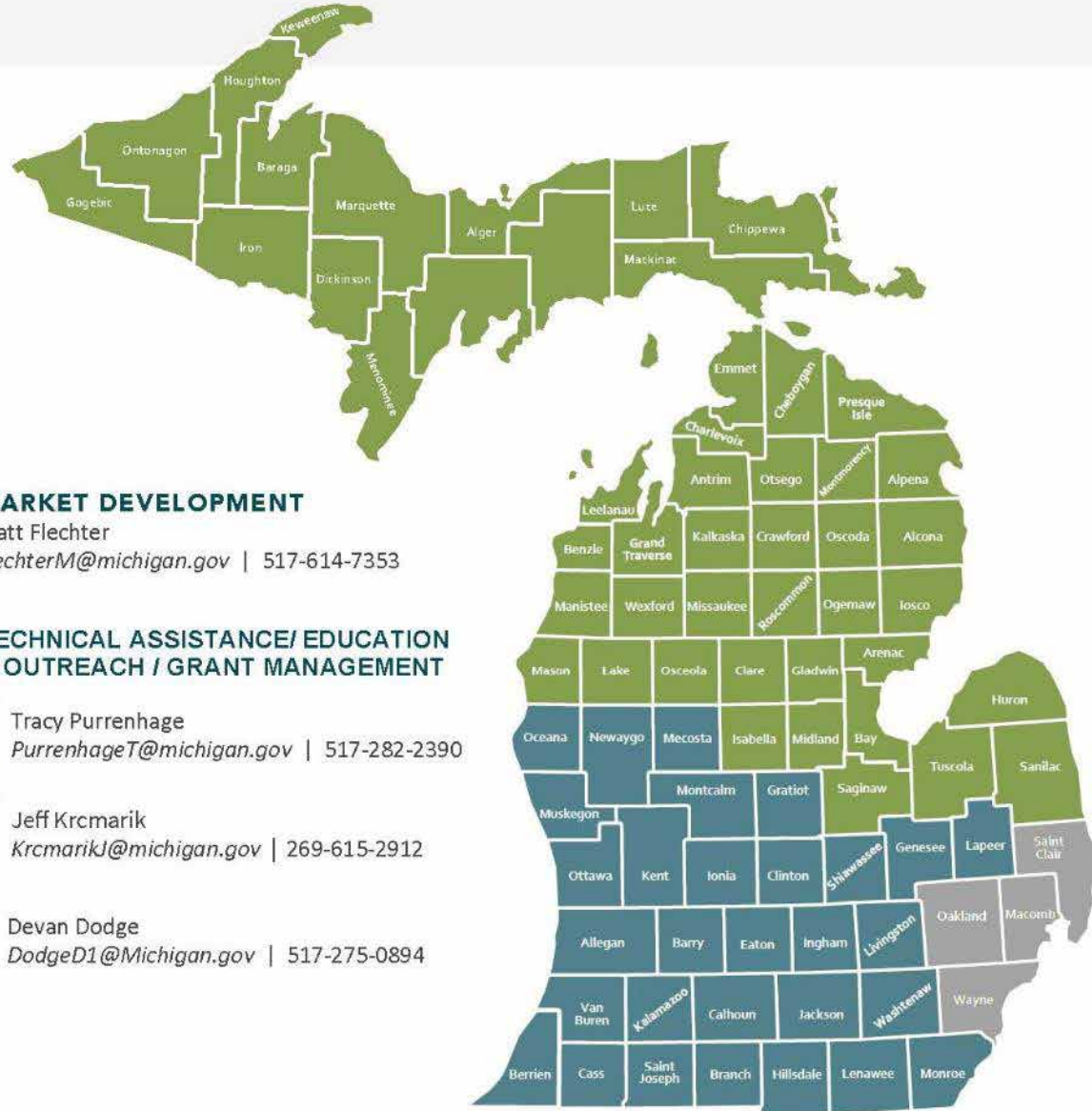


Benchmark Recycling Standards

- **2025** – 90% of single-family dwellings in urbanized areas have access to curbside recycling
- **2028** – 90% of single-family dwellings in areas with >5,000 residents have access to curbside recycling
- **2031** – In counties with a population <100,000 residents: there is at least 1 drop-off location for every 10,000 residents without access to curbside recycling at their dwelling
- **2031** – In counties with a population >100,000 residents: there is at least 1 drop-off location for every 50,000 residents without access to curbside recycling at their dwelling



EGLE RECYCLING PROGRAM



MARKET DEVELOPMENT

Matt Flechter

FlechterM@michigan.gov | 517-614-7353

TECHNICAL ASSISTANCE/ EDUCATION & OUTREACH / GRANT MANAGEMENT

Tracy Purrenhage

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Jeff Krcmarik

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Devan Dodge

DodgeD1@Michigan.gov | 517-275-0894



Facilities Regulated

PLUS

- § Solid Waste Landfills
- § Solid Waste Processing and Transfer Facilities*
- § Municipal Solid Waste Incinerators
- § Materials Recovery Facilities
- § Compost Facilities*
- § Anaerobic Digester Facilities
- § Innovative Technology Facilities
- § Waste Diversion Facilities



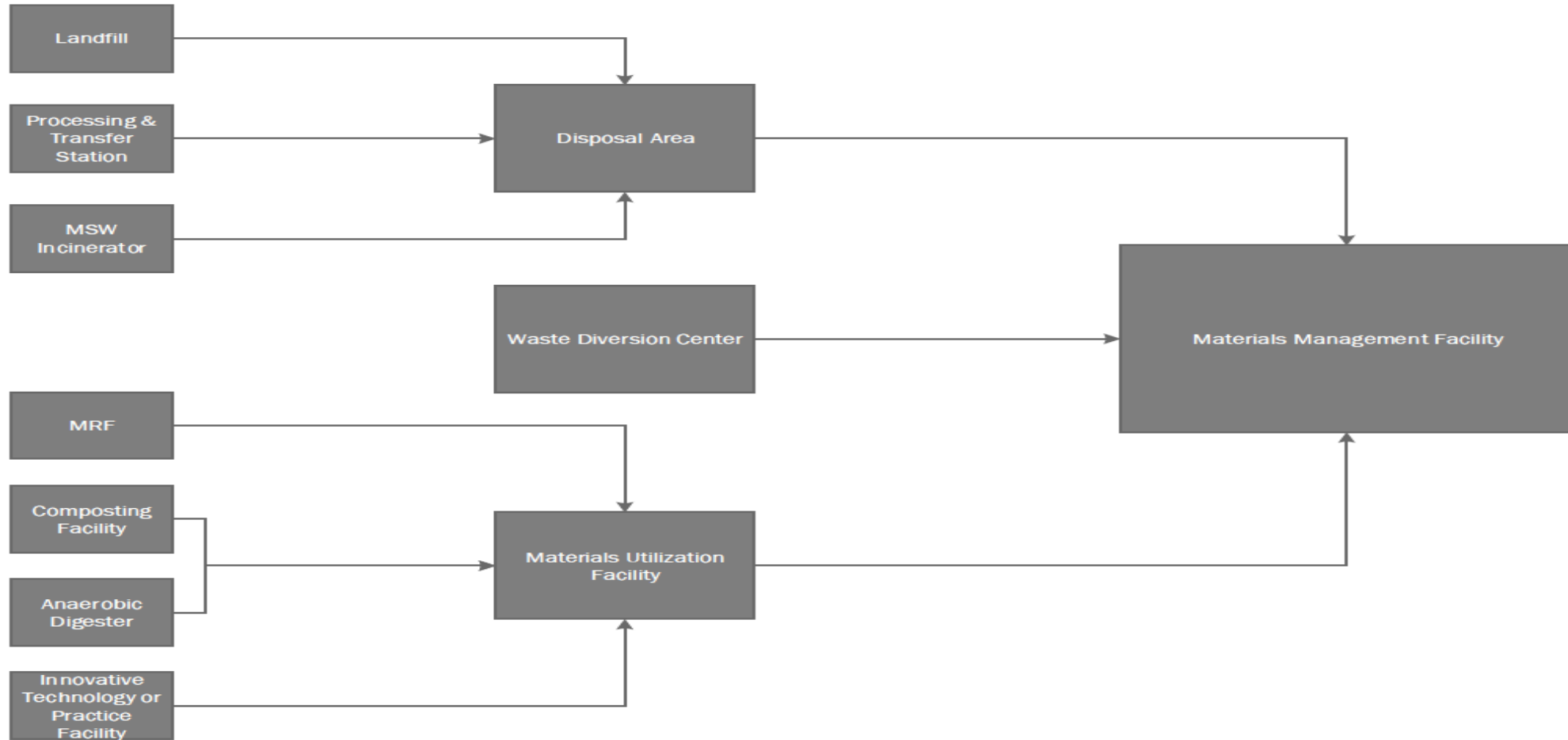
Materials Management Facility Oversight



- Different authorization levels for Materials Utilization Facilities
 - Exempt: Must still comply with local zoning and not violate operational standards
 - Notification
 - Registration
 - General Permit
 - Disposal Area Construction Permit/Operating License

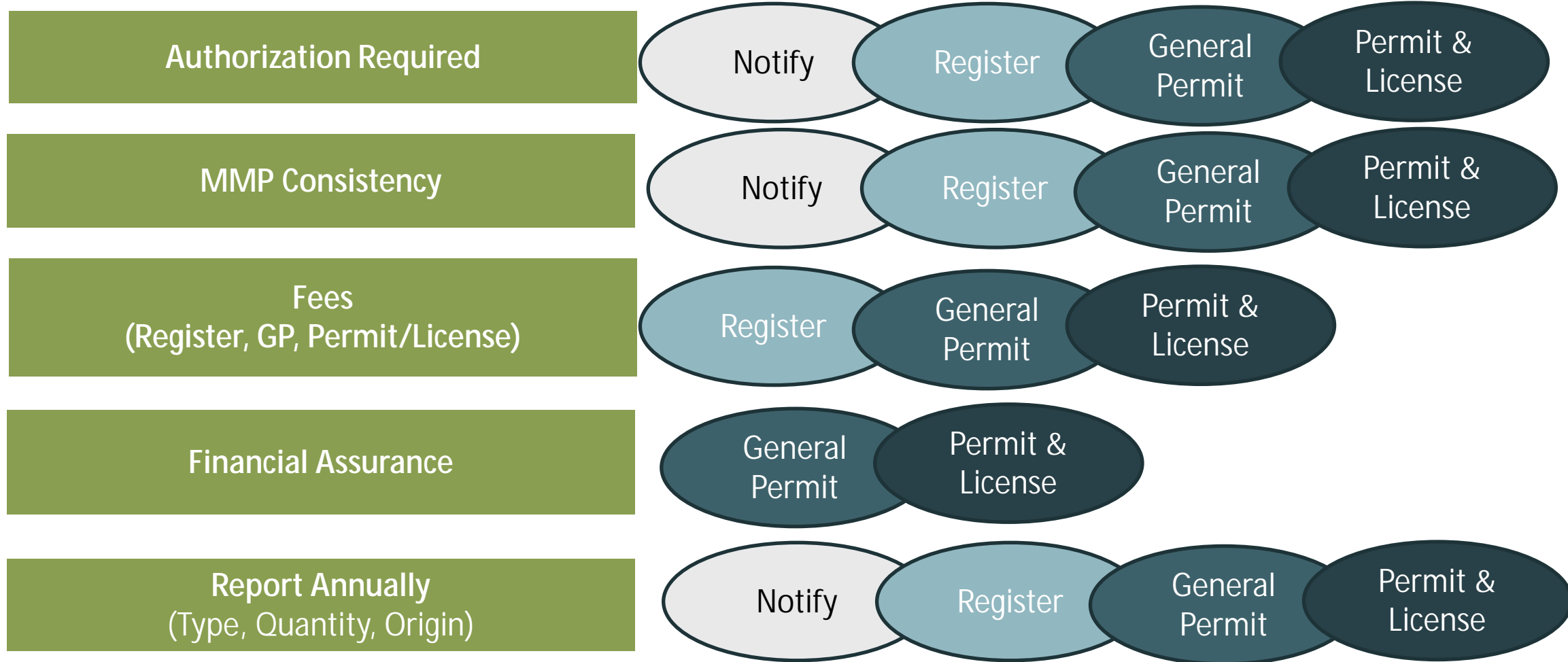


NEW FACILITY AUTHORIZATIONS



New Facility Authorization Type and Requirements							Fee	Financial Assurance	Notify	Register	General Permit	Operating License and Construction Permit	Consistency with County Plans
WASTE DIVERSION CENTER									X				X
DISPOSAL AREA													
Solid Waste Processing and Transfer Facility													
Small-Less than 50 cu yds of solid waste on site at any time									X				
Medium- Greater than 50 cu yds but less than 200 cu yds of solid waste on site at any time							X			X			X
Large-More than 200 cu yds on site at any time							X	X				X	X
MATERIALS UTILIZATION FACILITY													
Material Recovery Facility													
Processes less than 100 tons of material per year and less than 100 tons on site at any time													
Processes more than 100 tons of material per year and less than 100 tons on site at any time							X			X			X
Has more than 100 tons on-site at any time							X	X			X		X
Compost Facility													
Small Compost Facility (>500 cy and <1,000 cy of compostable material and <5% is compostable material other then yard waste)									X				X
Medium Compost Facility (>500 cy and <10,000 cy of compostable material and <10% of compostable material is other than yard waste)							X			X			X
Large Compost Facility (>500 cy of compost and does not qualify as a medium site); Any Compost Facility that accepts class 2 materials							X	X			X		X
Anaerobic Digester													
Takes 20% or less of material generated from off-site; Manages organic material for on-site energy production									X				X
Takes more than 20% off site generated material							X			X			X
Manages source separate material generated off-site or manures, bedding, or crop residuals generated on-site; and up to 20% other materials not generated on site							X	X			X		X
New & Innovative Technologies for Waste Utilization							X	X			X		X

NEW OVERALL REQUIREMENTS



WASTE DIVERSION CENTER

- A property or a building, or a portion of property or a building, designated for the purpose of receiving or collecting diverted wastes and not used for residential purposes.
- WDC have 1 authorization level:
 - Required to **notify** and **report** annually.
 - Required to be **consistent** with County Materials Management Plans
 - No fee associated with this type of facility authorization
- Diverted waste is material that:
 - is generated by households, businesses or governmental entities
 - can lawfully be disposed of at a licensed landfill or a municipal solid waste incinerator
 - is separated from other waste
- includes material such as:
 - hazardous materials
 - Liquid waste
 - Pharmaceuticals
 - electronics
 - batteries
 - light bulbs
 - pesticides
 - thermostats, switches, thermostats, other devices that contain elemental mercury
 - sharps
 - other waste approved by the department that can be readily separated from solid waste for diversion to preferred methods of management and disposal



COMPOSTING FACILITY

Exempt Facility

- < 500 cyds of Class 1 material on site at any time
- Composted
 - on the site where material generated
 - generated and used on a farm
 - at a licensed landfill provided ALL finished material is used at the landfill

Small

- 500 - 1,000 cyds
- Notify and **report** annually
- Must be **consistent** with county plans
- 1 year to comply with notification requirements.
- Cannot contain >5% class 1 materials

Medium

- 1,000 - 10,000 cyds
- Must register every 5 years; \$750 fee
- **Report** annually
- Annual facility inspection
- Must be **consistent** with county plans
- 1-year to comply with registration requirements
- Cannot contain >10% of class 1 materials AND must be no more than 5,000 cyds per any acre.

Large

- > 10,000 cyds or ANY Class 2 materials on-site
- Must obtain a general permit every 5-years; \$1,000 fee; \$20,000 financial assurance
- **Report** annually
- Annual facility inspection
- Must be **consistent** with county plans
- 2-year to comply with permit requirements



ANAEROBIC DIGESTOR

- Manages organic material generated on-site for energy production and takes 20% or less of material generated from off-site
 - Notify and **Report** annually
 - Must be **consistent** with County Plans
 - 1-year to comply with notification requirement (March 2024)
- Manages organic material generated on-site for energy production and takes more than 20% off site generated material
 - 5-year registration; \$750 fee
 - Annual **Reporting**
 - Must be **consistent** with County
 - 1-year to comply with registration requirements (March 2024)
- Manages off-site generated source separate material, manures, bedding, or crop residuals
 - 5-year General Permit; \$1,000 fee; \$20,000 financial assurance per AD
 - Annual **Reporting**
 - Must be **consistent** with County Plans
 - 2-years to comply with permit requirements (March 2025)

a facility that uses microorganisms to break down biodegradable material in the absence of oxygen, producing methane and an organic product.



MATERIALS RECOVERY FACILITY

- Processes <100 tons of material/year and has <100 tons on site at any time
 - Exempt
- Processes >100 tons of material/year and has <100 tons on site at any time
 - 5-year Registration; \$750 fee
 - **Report** annually
 - Must be **consistent** with County Plans
 - 1-year to comply with registration requirements (March 2024)
- Has >100 tons on-site at any time
 - 5-year General Permit; \$1,000 fee; \$20,000 financial assurance per MRF
 - **Report** annually
 - Must be **consistent** with County Plans
 - 2-years to comply with permit requirements (March 2025)

A facility that meets both of the following requirements: (a) Receives primarily source separated material and sorts, bales, or processes the source separated material for reuse, recycling, or utilization as a raw material or new product. (b) On an annual basis, does not receive an amount of solid waste equal to or more than 15% of the total weight of material received by the facility unless the materials recovery facility is making a reasonable effort and has an education program to reduce the amount of solid waste. Material disposed of as a result of recycling market fluctuations is not included in the 15% calculation.



SOLID WASTE PROCESSING AND TRANSFER FACILITY

- Small (<50 cyds solid waste on site at any time)
 - **Notify** and **report** annually
 - 1-year to comply with notification requirements (March 2024)
- Medium (50 – 200 cyds solid waste on site at any time)
 - 5-year Registration with operations plan and site map; \$750 fee
 - **Report** annually
 - Must be **consistent** with the County Plan
 - 1-year to comply with registration requirement (March 2024)
- Large (>200 cyds solid waste on site at any time)
 - Operating License and Construction Permit
 - \$1,000 Operating License Fee
 - \$500 - \$2,000 Construction Permit Fee
 - **Financial assurance** of \$20,000 required
 - **Report** Annually
 - Must be **consistent** with the County Plan
 - 2-year post closure period

A Solid Waste Processing and Transfer Facility is a tract of land, a building or unit and any appurtenances of a building or unit, a container, or any combination of these that is used or intended for use in the handling, storage, transfer, or processing of solid waste, and is located at the site of generation or the site of disposal of solid waste.



Processing and Transfer Facility Licenses and Permits

- New Licenses will be for both activities
 - New licenses will have a condition written in that essentially states that even though the license is for both activities, the facility cannot operate contrary to a county plan, an approved construction permit, or an approved operations plan.
- New Permits will be for both activities
 - EGLE is continuing discussions on how to handle permits for sites where one of the activities may not be identified in the county plan.



AUTHORIZATION PROGRAMS

- Facilities create accounts and report online

Beneficial Use	Solid Waste
Diverted Materials	Source Separated and Recyclable Materials
Electronics	Scrap Tire
Organics	Voluntary Reporting

Visit Michigan.gov/EGLEM3 and click Re-TRAC Authorizations Program for updated information.



Innovative Technology Facility

- New & Innovative Technologies for Waste Utilization
 - **General Permit** [11568(5)]; 2-years to comply (March 2025); Term is 2-years; **Fee** (\$1,000); **Financial Assurance** [11523(2)(c)]-based on third party closure costs; **Annually Report** 45 days after the end of the state FY (November 15) [11568(1)(c)]

An innovative technology facility is a **materials management facility** that **converts solid waste** into **energy** or a **usable product** and that is not a materials recovery facility, a composting facility, or an anaerobic digester.



Financial Assurance

- Align with third-party costs to the state
- Require from general permit facilities
- Broaden availability of the financial test
- Enable use of state's perpetual care account for facilities with a general permit
- Allow for landfill care fund and risk pooling



Changes that will affect permitting and licensing

- Permits and licenses for solid waste processing and transfer activities will be issued for both activities.
- Application fees will increase.
- Financial Assurance requirements will increase.
- New technical requirements (landfill gas).
- Type IIs don't need a separate license for PTFs or solidification - if they meet certain requirements 11512(22)
- No new "green-field" type II landfills unless requested by county 11509(9)
- New Materials Management Plans (MMPs)
- No more credit for early applications



The future of waste?

- Focus to date: providing adequate landfill capacity and safe, long-term disposal.
- Focus for the future: a more integrated system, which includes waste minimization, recycling, utilization, sustainability, and promoting “cradle to cradle” manufacturing



Questions?



- Read the statute <http://www.legislature.mi.gov/documents/mcl/pdf/mcl-451-1994-ii-3-115.pdf>.
- To submit questions about the Part 115 amendments and their implementation email: EGLE-MMD-SW@michigan.gov. EGLE is currently compiling a FAQ for internal use and external publication as well. Submitting questions to the mailbox will help EGLE keep track of the questions and the answers provided. Chances are, if you have a Q, someone else has the same one.
- Information is available on the main EGLE Solid Waste Web Page <https://www.michigan.gov/solid-waste>



- Materials Management In Michigan – what EGLE is doing to support the effort can be found at:
<https://www.michigan.gov/egle/about/organization/materials-management/materials-management-in-michigan>
- Look for more Part 115 GovDelivery messages coming soon! Sign up on EGLE's Gov Delivery site and subscribe to Waste & Materials Management – Recycling Updates; Materials Management News and Info; Solid Waste Law Amendments and Materials Management Planning
<https://public.govdelivery.com/accounts/MIDEQ/subscriber/new>
- Recordings of [meetings](#) that were held in conjunction with the Michigan Association of Regions, the Michigan Recycling Coalition, and the Solid Waste Association of North America where you can learn even more about the changes to Part 115. Upcoming trainings and engagement opportunities are also listed here.





Rhonda Oyer, Solid Waste Section Manager

517-897-1395 | OyerR@michigan.gov

800-662-9278

Michigan.gov/egle

Follow us at: Michigan.gov/egleConnect

EGLE

MICHIGAN MATERIALS MANAGEMENT CONFERENCE



virtual **michigan materials** **management** conference

MATERIALS MANAGEMENT PLANNING AND TOOLS FOR ACHIEVING STATEWIDE RECYCLING GOALS

*Speakers: Christina Miller, Amy Karana
Tracy Purrenhage, Jeff Krcmarik, Devan Dodge
Michigan Department of Environment, Great Lakes, and Energy*





MATERIALS MANAGEMENT PLANNING

EGL

MICHIGAN MATERIALS MANAGEMENT CONFERENCE



WHAT: DEFINITIONS TO KNOW

- **MMP:** Materials Management Plan
- **Planning Area:** County/counties preparing an MMP together
- **CAA:** County Approval Agency
 - Primary Responsible party for the MMP
- **DPA:** Designated Planning Agency
 - Governmental unit or regional planning agency that is determined by the CAA
 - Administers & prepares the MMP through the direction of the MMPC
- **MMPC:** Materials Management Planning Committee



WHAT: YOU NEED TO KNOW

- New law is now in effect
- Requires all counties to have an MMP
- Timelines established in law for action
- Stakeholders & locals play a role in development & approval
- Counties will have 6 months to file Notice of Intent (NOI)
 - Deadline: **July 6, 2024**
 - Activities required prior to submitting NOI
- EGLE - Initiated **January 8, 2024**
- Funding is included
 - Regional incentives
- MMP is the tool that connects the management all materials; facility development; mechanisms; etc. within a planning area

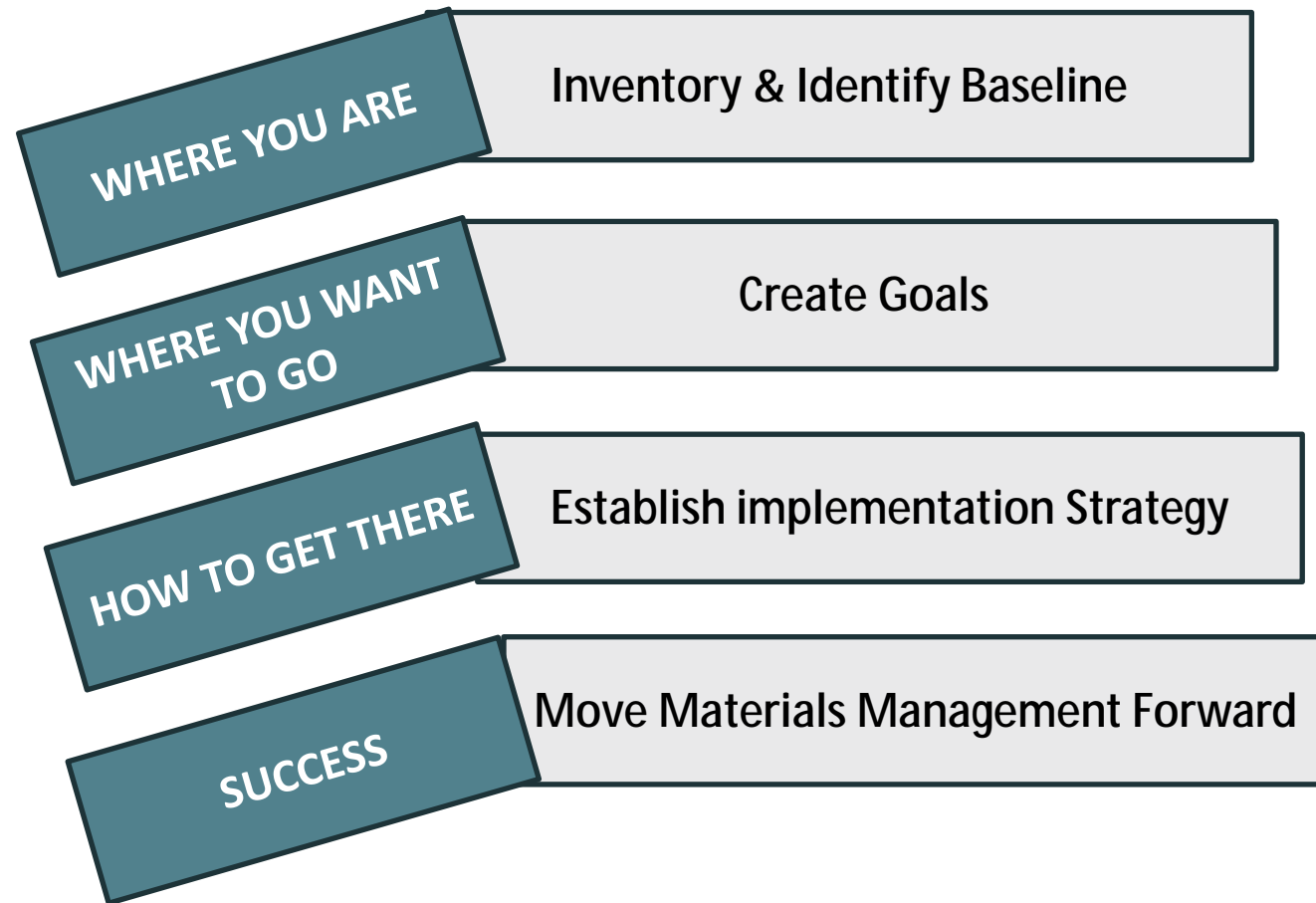


WHAT: YOU NEED TO KNOW CONTINUED

- Ø Focus has shifted towards materials management
- Ø Help to set/achieve priorities & the vision for each Planning Area
- Ø Create needed infrastructure & programs for utilization
- Ø Move Michigan forward toward overall goals
- Ø Bring back the personnel resources statewide
- Ø Grant Programs are available
- Ø Until New MMP is approved:
 - Ø Current Solid Waste Management Plans stay in effect
 - Ø Mechanisms & Import/Export stay intact



WHAT: MMP OVERVIEW



WHAT: MMP COMPONENTS

MATERIALS MANAGEMENT PLAN

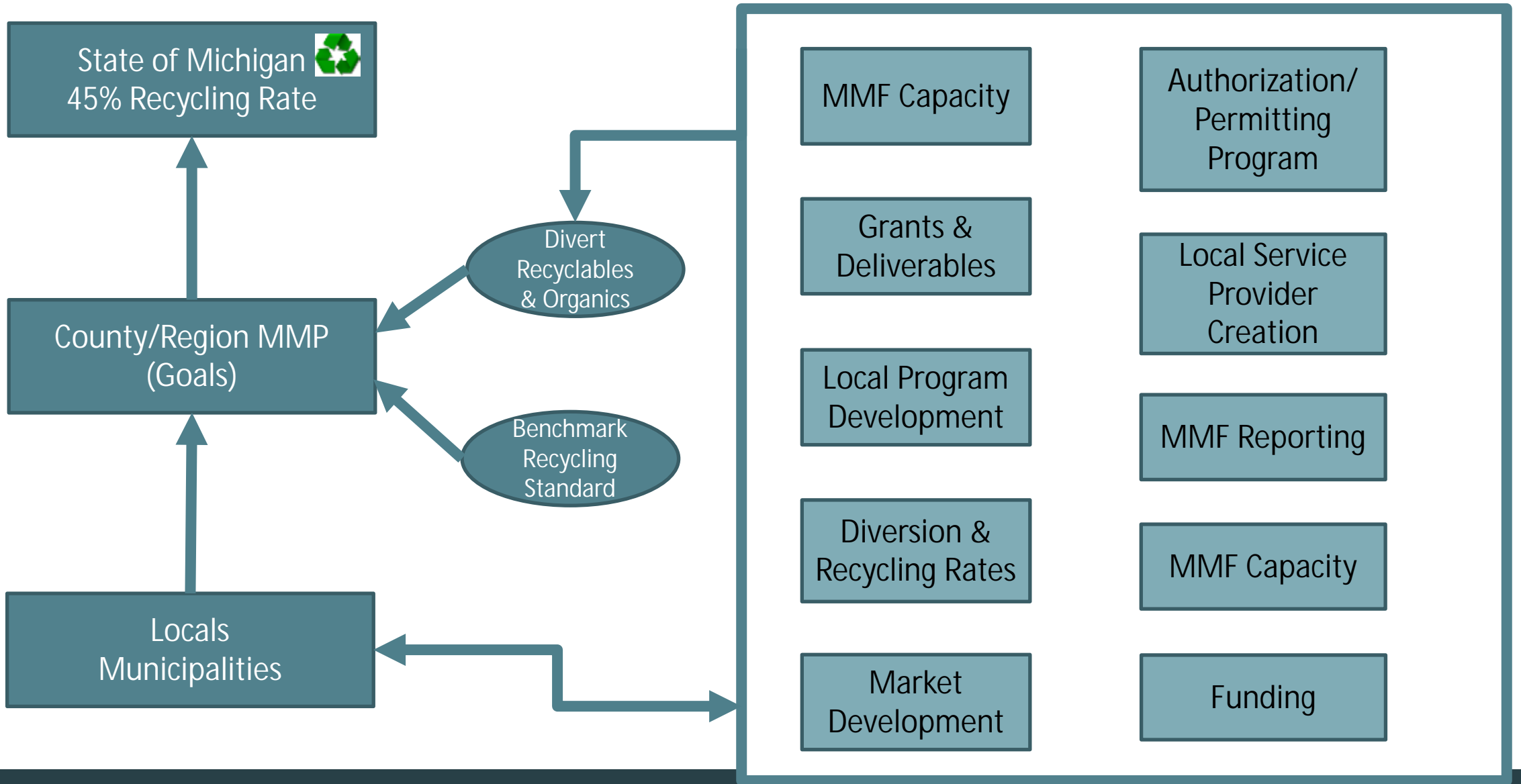
- ü Demographics
- ü Database
- ü Materials Management Goals and Objectives
 - ü Diversion of Organics & Recyclables from Disposal
 - ü Benchmark Recycling Standards
 - ü MSW Recycling Rate
 - ü Implementation Strategy
- ü Materials Management Infrastructure & Systems
 - ü Inventory of all facilities & Capacity
 - ü Transportation Infrastructure
- ü Management Components & Responsible Parties
- ü Siting Mechanism: Development of needed facilities
- ü Materials Utilization Education & Outreach Programs



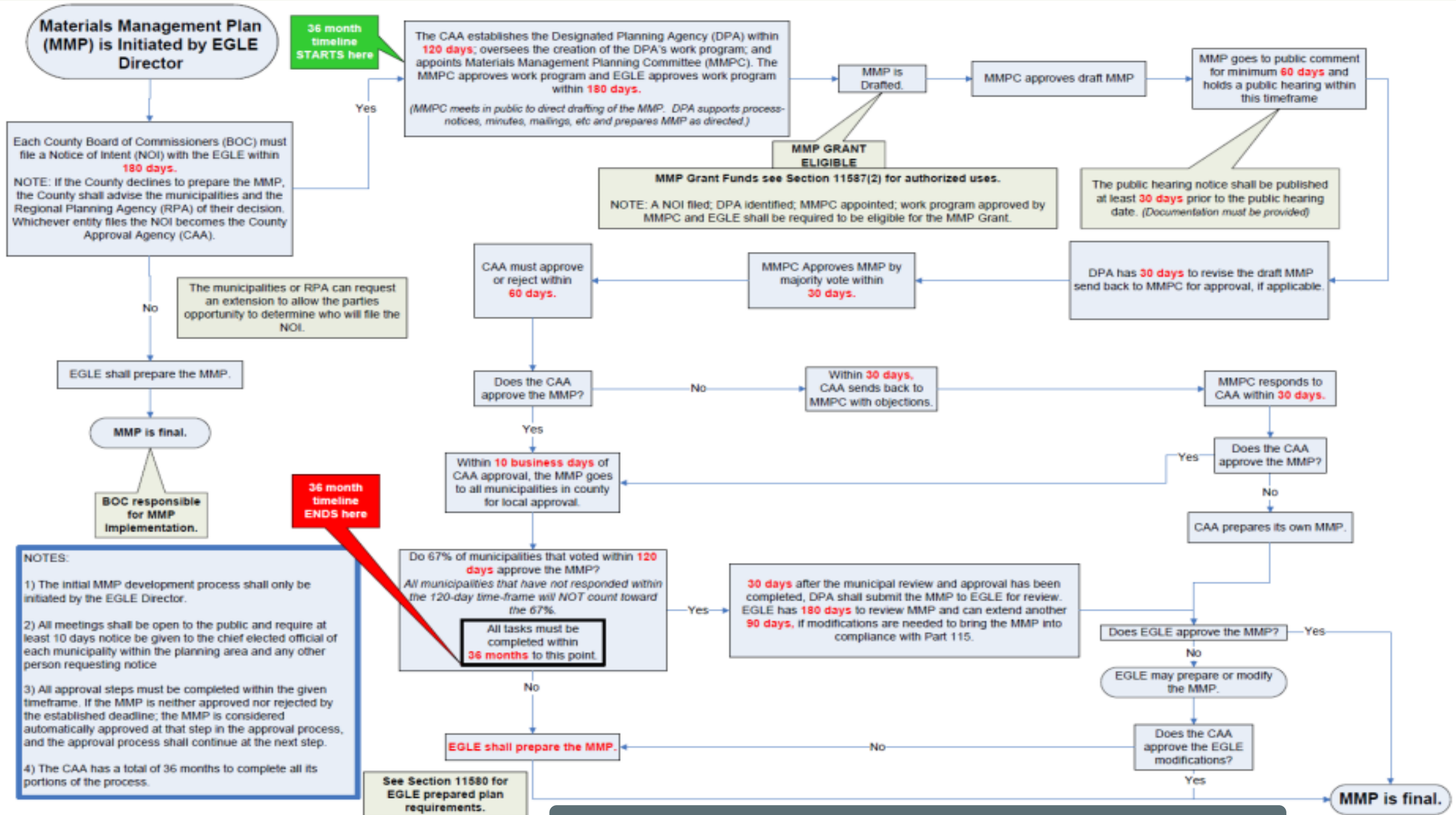
WHAT: MMP OVERVIEW

- Plan Template
 - “Easy” review a section and complete
 - Structured to facilitate **discussion** with stakeholders to **set priorities & develop an implementation plan** for the planning area to achieve its goals
 - The Plan itself is the **outcome** of those stakeholder discussions
 - Not the end-goal but will help to **facilitate future** materials management **systems**
 - The Plan helps you achieve **YOUR** goals
- Template will allow for separation (siting/mechanisms)
 - Counties/Municipalities
 - Identify Mechanisms but **not** required to be uniform in their application



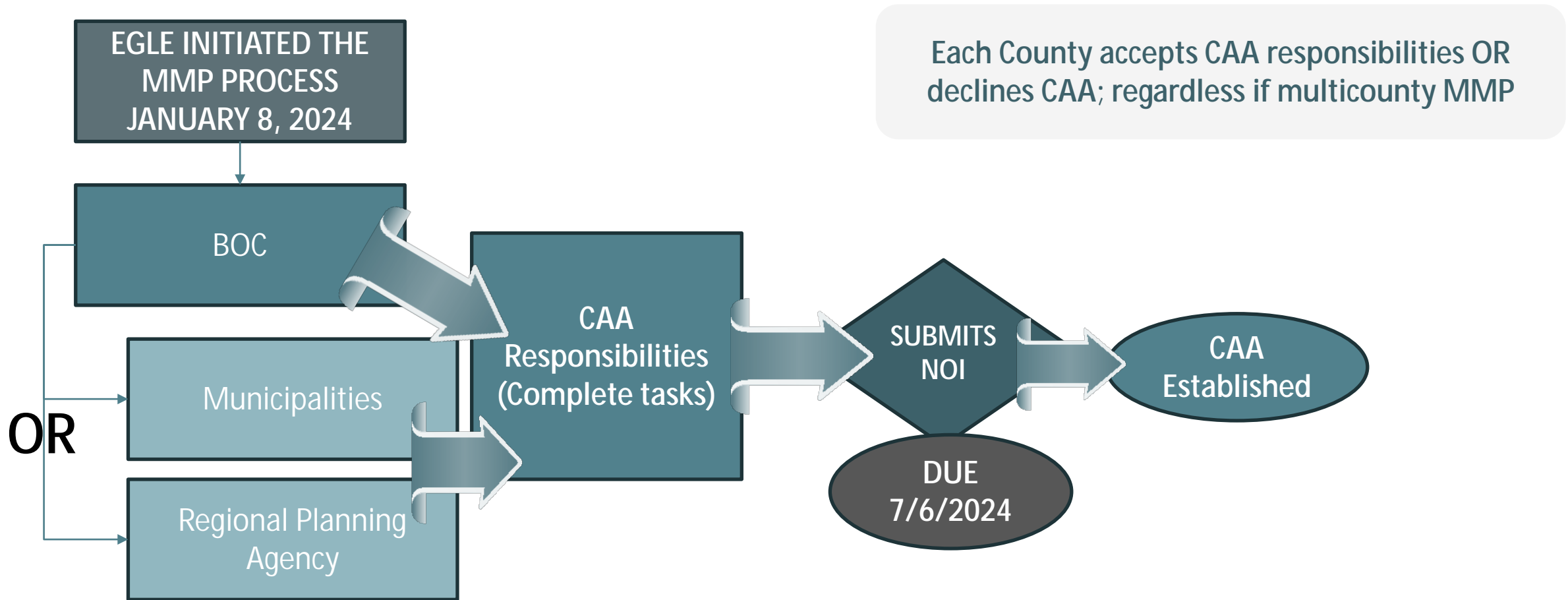


MATERIALS MANAGEMENT PLAN DEVELOPMENT AND APPROVAL



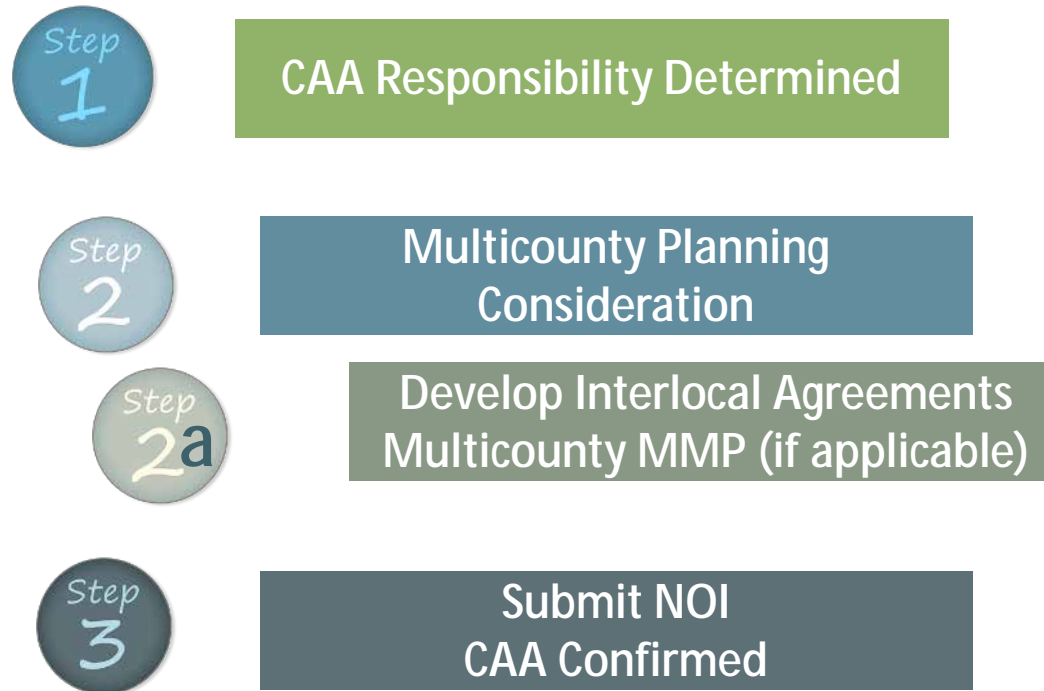
Website: Materials Management Plan Approval Process

HOW: MMP - INITIAL PROCESS OVERVIEW



HOW: MMP INITIATION CAA

OUTLINE OF STEPS: EGLE DIRECTOR INITIATES THE MMP PROCESS (THE COUNTY HAS 180 DAYS TO FILE THE NOI)



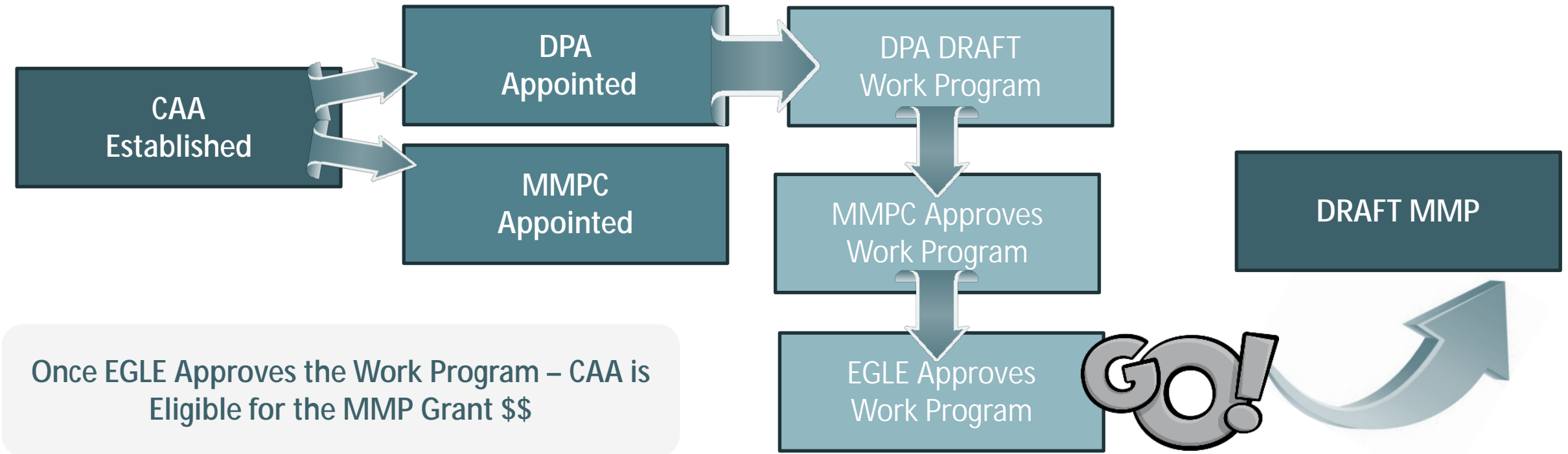
FILING OF THE NOI – STARTS THE 36 MONTH TIMEFRAME FOR DRAFTING & APPROVALS



HOW: MMP INITIATION CAA NEXT STEPS

CAA Filed NOI

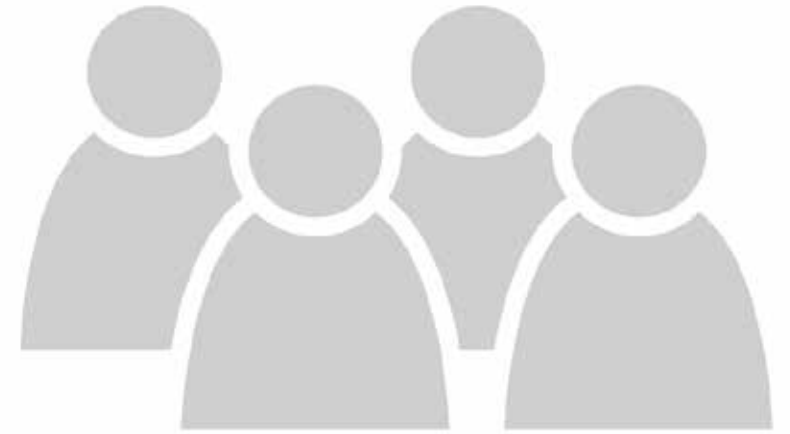
(THE CAA HAS 180 DAYS TO COMPLETE ALL TASKS BELOW)



HOW TO BE INVOLVED

Required & Interested Parties

- All MMP meetings are public
- Planning Committee Representation
- Help to create the vision of the county
- 2/3rd Municipal Approval Required (120-day)
- We need stakeholders to be part of the solution !!!



WHO: MMP PARTIES - CAA

County Approval Agency (CAA):

- Primarily responsible for all aspects of the MMP & Implementation
- Appoints Designated Planning Agency (DPA) & Planning Committee
- Oversees the creation & implementation of the DPA's work program
- Receives & utilizes the MMP Grant funds
- MMP approval rights at various stages of the process
- Primarily responsible for identifying capacity needed for the planning area



WHO: MMP PARTIES - DPA

Designated Planning Agency (DPA) Duties:

- Serves as the **primary government resource** in the planning area for information about the MMP and the MMP development process
- **Shall have the necessary *expertise* and the legal, financial, and institutional capabilities to prepare the plan.**
- May be the following:
 - Regional, county, or municipal planning commissions.
 - Departments of public works.
 - Road commissions.
 - Drain commissioners.
 - County executives.
 - Materials Management/Solid waste disposal authorities.



MATERIALS MANAGEMENT PLANNING COMMITTEE

- 1 Solid waste disposal facility operator
- 1 Managed materials hauler
- 1 Materials recovery facility operator
- 1 Compost or anaerobic digester facility operator
- 1 Waste diversion, reuse, or reduction facility operator
- 1 Environmental interest group
- 1 Elected official for each: County; Township; and City or Village
- 1 Individual that generates a managed material
- 1 Regional planning agency
- OPTIONAL: An adjacent community business representative



Multi-County MMP: Standard MMPC plus the following may be appointed per additional county

- 1 Elected county or municipal government official
- 1 Business that generates managed materials within the planning area

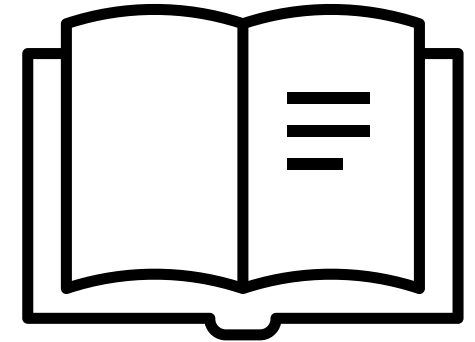


WHAT: OUTCOMES OF EGLE PREPARED MMP

- Regional approach preference: County may be added to regional MMP
- NO MMP grant funding
- Develop MMP using the standard format & specific requirements
- BOC responsible for implementation

EGLE Prepared Plan

- All Materials Utilization Facilities' that comply with local zoning requirements, to be consistent with the MMP.
- No additional landfill capacity
- Require waste haulers to provide recycling pickup



WHY: BENEFITS COLLABORATION

- Additional MMP Grant \$\$
- Easier to fill MMPC seats
- Pool resources
- Create/utilize staff with expertise
- Streamlined access to regional facilities
- Similar challenges/opportunities
- Unified education plan = easier to use & market materials
- Increase service options for region
- Economies of scale = improved efficiencies & reduces costs



WHY: PLAN

- County's **tool & authority** over management of solid waste, recyclables, organics, and other related activities within their planning area
- Identifies and/or creates mechanisms to fund & promote materials management methods like recycling and composting
- Identifies the county's materials management **infrastructure** (existing and new)
- Defines county or regional **needs, goals**, and identifies possible areas of **growth**
- Encourages **collaboration** through partnerships to manage materials that are generated
- Helps establish current **generation** of organics, recyclable materials, & solid waste.
- Identifies **gaps** and local needs for infrastructure and services.



Once developed, the MMP becomes a tool and the authority to implement the vision set by the planning area.



WHAT TO FOCUS ON NOW

- Determine CAA
- Adjacent County discussions
 - Potential partnerships
 - Develop interlocal agreement (if applicable)
- Identify DPA
- Engage in planning discussions
- Watch the MMP Website for resources



File Notice of Intent by July 6th



HOW: PLANNING HUB

MMP : www.Michigan.gov/EGLEMMP

[Planning Hub](#) (website)

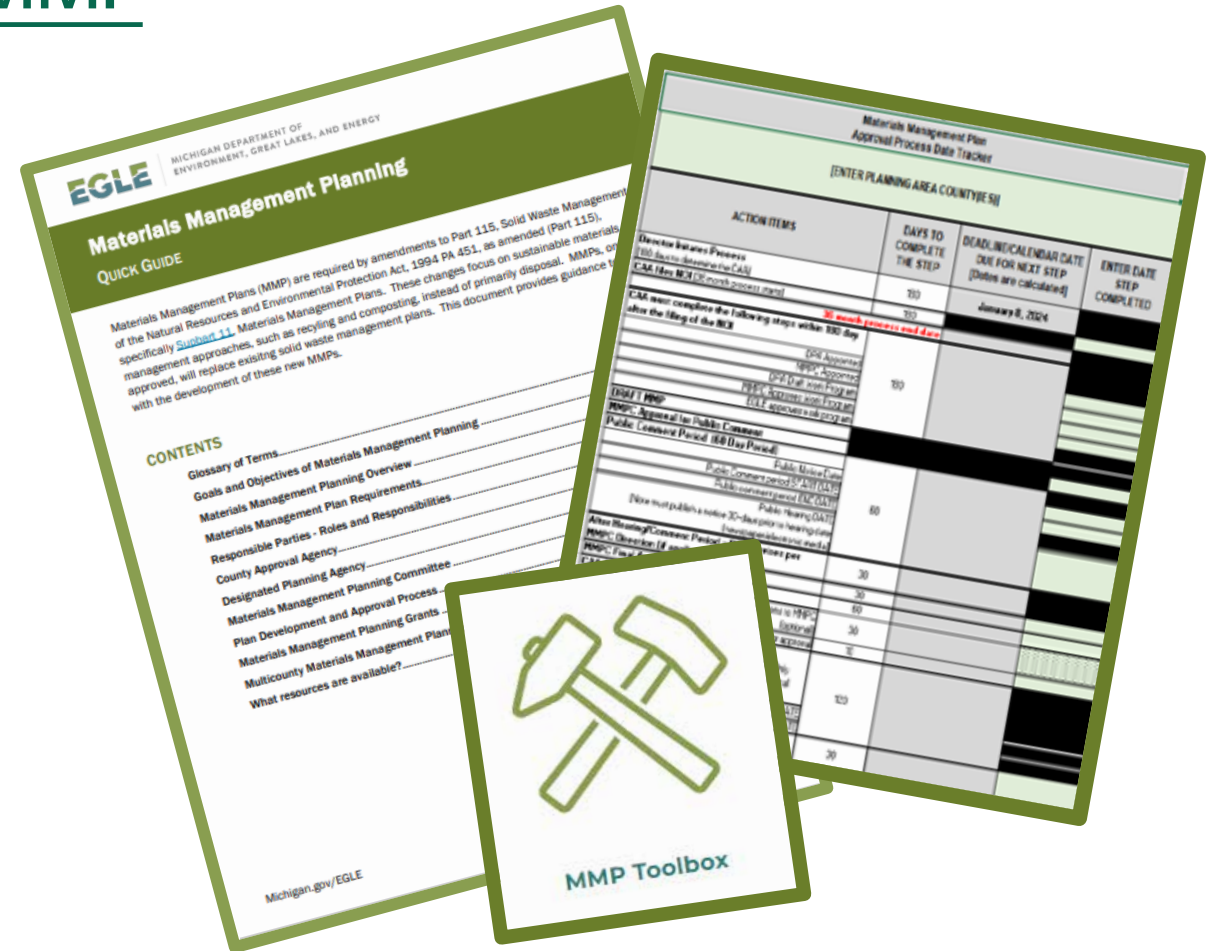
Materials Management Plan Process Items

- [Voluntary Pre-Notice of Intent Survey](#) is available
 - [Voluntary Pre-Notice of Intent Survey \(PDF version\)](#)
- [Notice of Intent](#) (Official Submittal Form)
 - [Notice of Intent \(PDF version\)](#) *please note that all submissions must be completed through the official submittal form
- Plan Format (coming soon)



HOW: RESOURCES TO HELP

- MMP Webpage: Michigan.gov/EGLEMMMP
 - Current County DPAs
 - Planning Quick Guide
 - Q&A
 - Approval Process Worksheet
 - Planning First Steps (Gantt Chart Format)
 - MMP Toolkit
 - Example Agreements



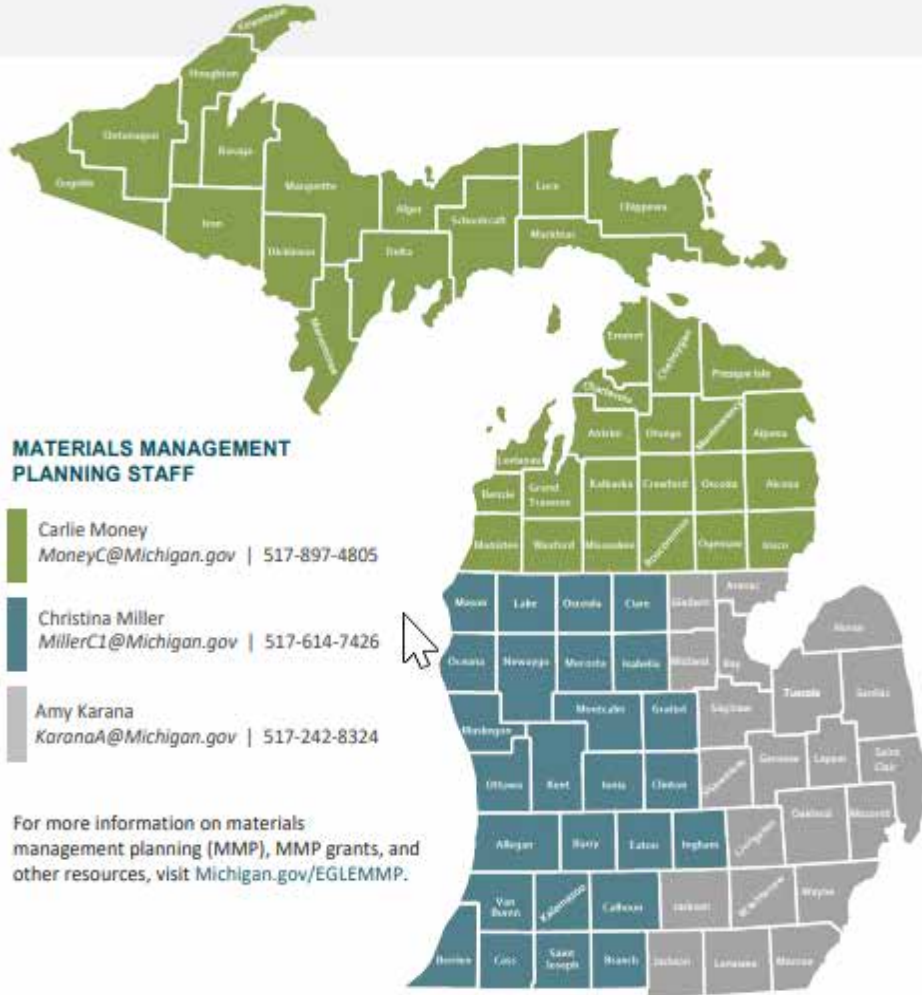
WHERE TO FIND MORE INFORMATION?

- Planning Website: Michigan.gov/EGLEMMP
- [Mega Data & County Profile Info](#)
- GovDelivery (Listservs)
 - [Materials Management News and Info](#)
 - [Materials Management Planning](#)
- Where to send questions: EGLE-MMP@michigan.gov





MATERIALS MANAGEMENT PLANNING PROGRAM



MATERIALS MANAGEMENT PLANNING STAFF

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MoneyC@Michigan.gov | 517-897-4805

Christina Miller
MillerC1@Michigan.gov | 517-614-7426

Amy Karana
KaranaA@Michigan.gov | 517-242-8324

For more information on materials management planning (MMP), MMP grants, and other resources, visit Michigan.gov/EGLEMMP.

Michigan Department of Environment, Great Lakes, and Energy | 800-662-9278 | Michigan.gov/EGLE

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To request this material in an alternate format, contact EGLE-Accessibility@Michigan.gov or 800-662-9278.

Rev. 08/2023



Christina Miller
Materials Management Planning Specialist
EGLE



Amy Karana
Materials Management Analyst
EGLE



Carlie Money
Materials Management Analyst
EGLE

[Website: Planning Staff Program Map](https://Michigan.gov/EGLE)





RECYCLING TOOLS & RESOURCES

EGL

MICHIGAN MATERIALS MANAGEMENT CONFERENCE



EGLE Recycling Program Goals

Increase **Access** to and **Participation** in recycling opportunities

Inform residents and businesses on **How, Where, and Why to Recycle**

Take an **Equitable & Inclusive** approach to expanding recycling in diverse communities.

Train the recycling professionals of tomorrow

Improve the **Quality** of recycled materials

Grow **Markets** for recycled materials

Expand **Infrastructure** to grow recycling capacity

Form **Partnerships** to finance recycling activities

Grow Michigan's **Recycle Rate to 45%**

Recycling as a Climate Solution to Decarbonization



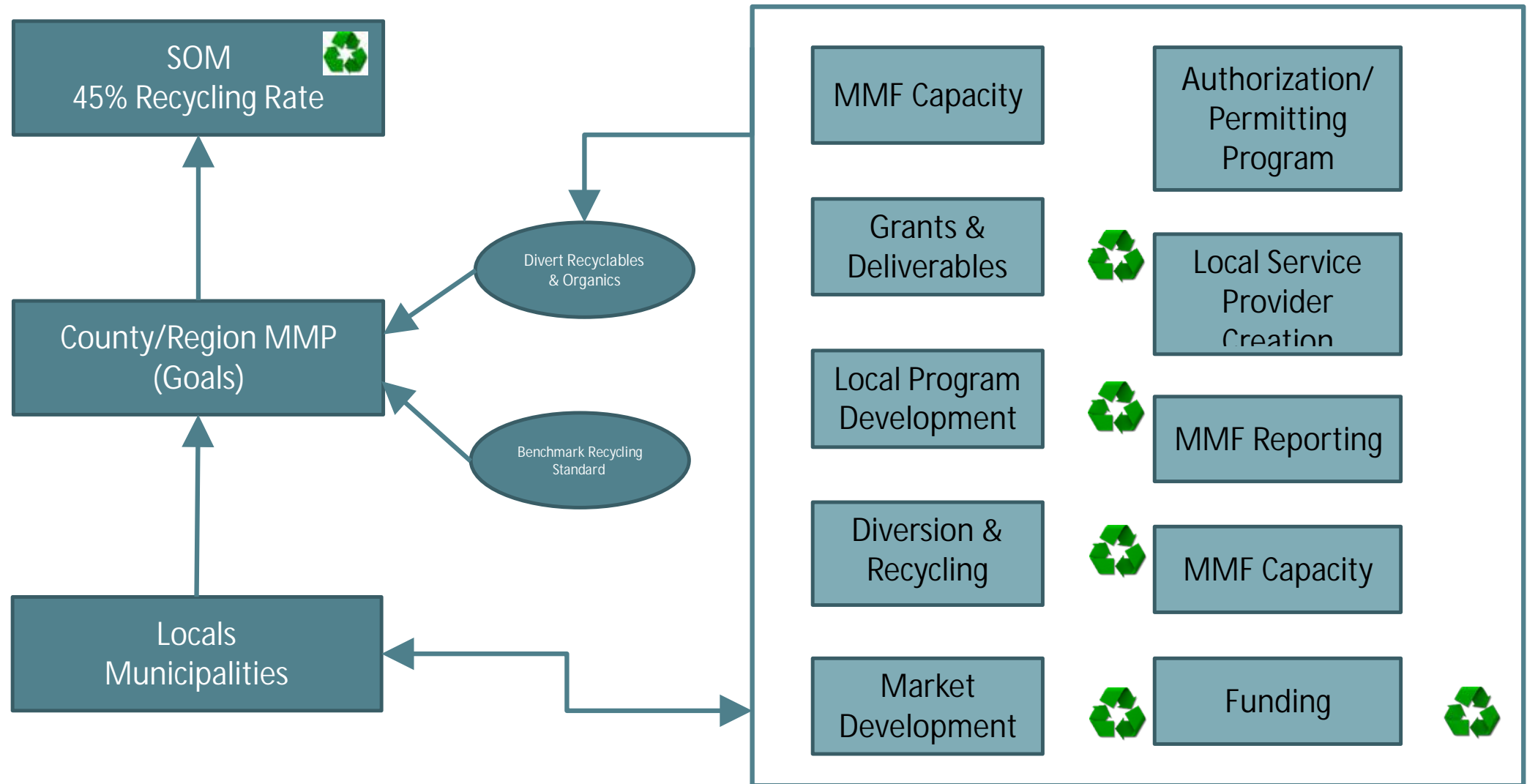
Why is this Important?

- ü Shift the focus from landfill capacity to diversion of materials from landfill disposal.
- ü Recyclables are not a waste material – they are a feedstock to manufacturing new products.
- ü There is a supply gap for recyclable materials.
- ü Recycling is a scalable, cost-effective climate solution.



State of Michigan Recycling Goals





BENCHMARK RECYCLING STANDARDS

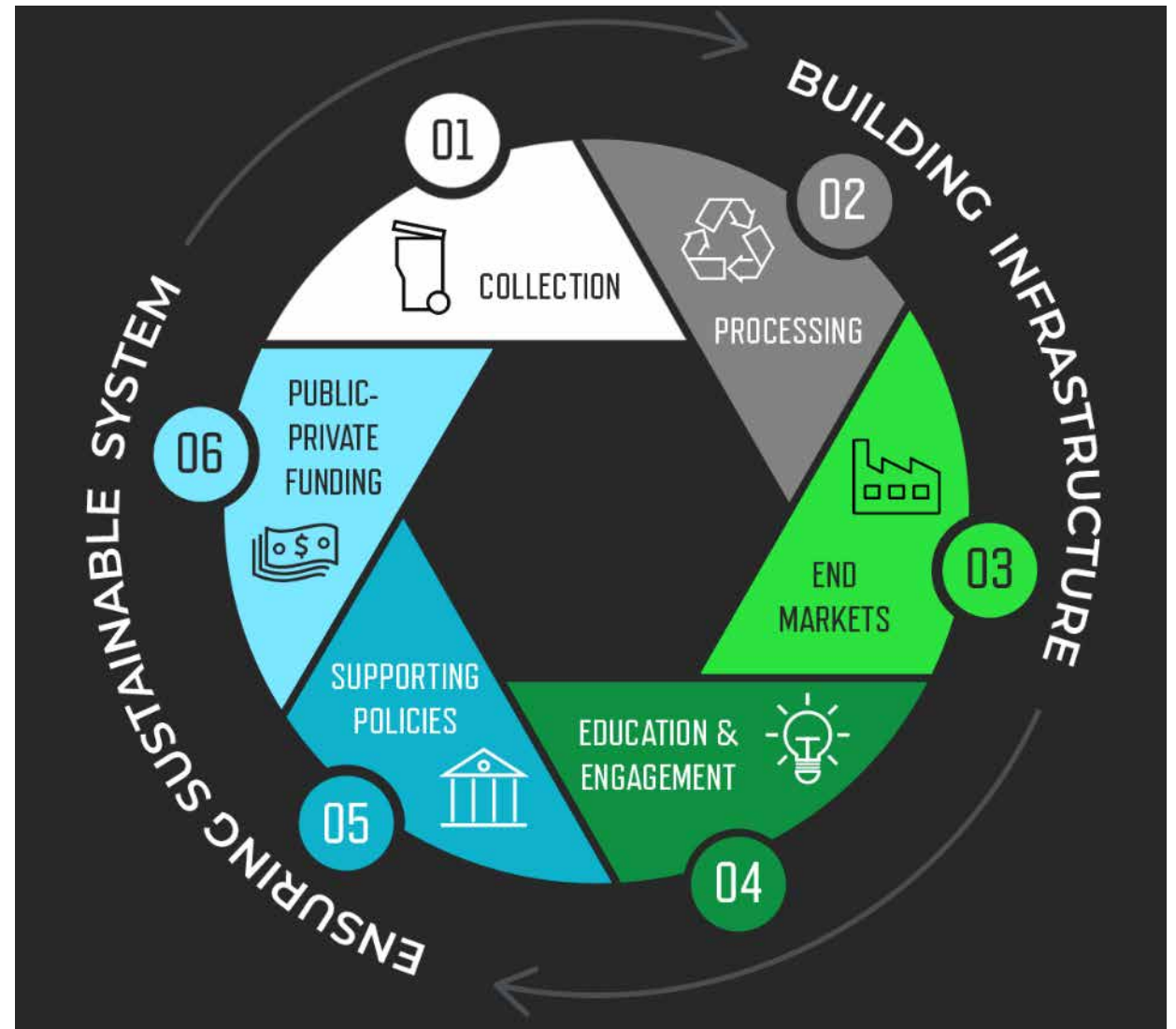


Benchmark Recycling Standards

- “**Access**” to curbside recycling means the following:
 - Recyclable materials are collected at least once every 14 days
 - If recyclable materials and waste are collected as mixed loads, the loads are delivered to a compliant facility for sorting
 - Recyclable materials collected are delivered to a compliant materials recovery facility
 - Curbside recycling is offered by a hauler servicing the geographic area, so that a resident may contract for recycling services regardless of their selected service provider
- Drop-off recycling sites must be available at least 24 hours per month.



Best practices for implementing recycling



Public Sector Funding Mechanisms



GERALD FORD SCHOOL OF PUBLIC POLICY SURVEY, 2021

- Responses from 990 local leaders from Twp's, Cities, Villages, Counties
- 86% responded recycling is important
- 77% responded the funding amount is just right or could be improved



4

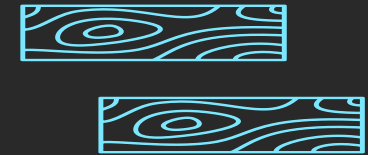


END MARKETS

Building end
market demand
is key to
reaching **45%
recovery.**

FEEDSTOCK

NEW PRODUCT



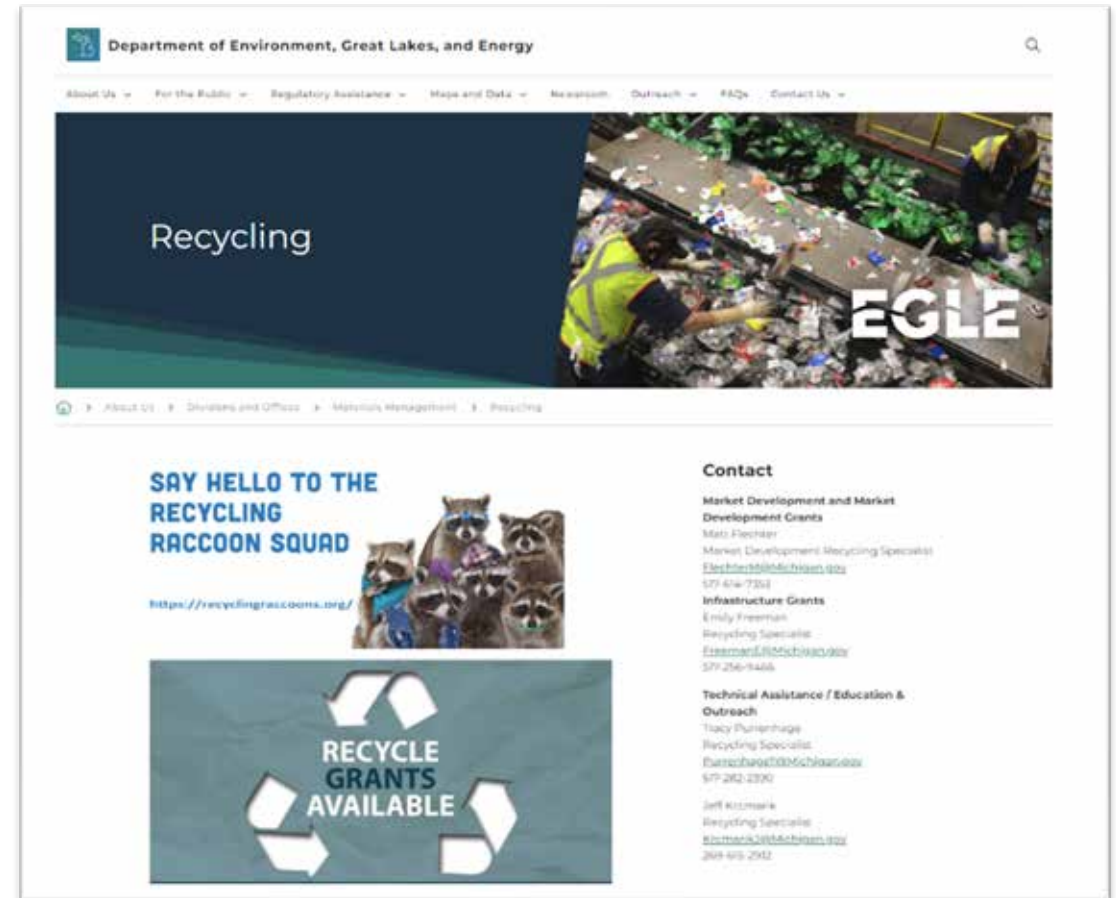
Considerations for MMPs beyond Recycling

- Policies/Ordinances
 - PAYT; Single Hauler
- Food Waste (organics) Diversion
 - Residential; commercial collection
- School recycling/diversion
 - Recycling of traditional materials
 - Food waste collection/diversion
 - General recycling education
- Commercial Recycling
- Tires, Electronic Waste Collection
- HHW Collection
- Metrics – *You can't improve what you don't measure.*
 - Ongoing data gathering
 - Consider both numerical & convenience metrics
- Consider Access goal
- Stakeholder Input
- Industry Engagement
 - Join Michigan Recycling Coalition
 - Attend Annual Conference
 - Pay attention to **EPR** model conversation
 - Michiganrecycles.org
 - Sign up for EGLE Listservs



Tools to Support Community, Business, Programs

- Education/Outreach
- Quality/Quality Improvement
- Access
- Infrastructure
- Technical Assistance
- Capture/Optimization
- End Markets



Know It Before You Throw It

- Statewide recycling education campaign – how, where & why to recycle
- “National Campaign of the Year” – Waste Dive Magazine
- Build on existing EGLE partnerships
- Community Toolkit – Cobrand Recycling Raccoon assets with your community logos
- RecyclingRaccoons.org



RECYCLING RACCOONS COMMUNITY TOOLKIT

READY TO BECOME AN HONORARY SQUAD MEMBER?

Help us spread the word and help Michiganders become better recyclers. These communication assets have been developed for you to share with your local communities.

REGISTER FOR THE TOOLKIT

Already registered? [Enter here](#), or learn more below.



recyclingraccoons.org/resources/community-toolkit/

EGL

MICHIGAN MATERIALS MANAGEMENT CONFERENCE



Recycling Quality Improvement (RQI) Grant

- *Funded by EGLE, managed by The Recycling Partnership*
- Communitywide projects to reduce recycling contamination & improve material quality from curbside, drop-off, or multifamily recycling programs.



Optimization & Capture of Recyclables

- **Optimization** (of a recycling program) – Approach to evaluating a recycling program based on key performance indicators:
 - Equitable recycling access provided?
 - What are the participation rates?
 - What are the capture rates?
 - What is the quality of the recyclable materials?
- **Capture Rate** - Percentage of recyclables that are recovered for recycling compared to the amount generated.



Restore
confidence



Advance
**equitable
solutions**



Increase
**capture &
participation**



Decrease
contamination

Recycling Infrastructure Grant



\$ for Infrastructure Items ("things"); Public sector only



Metrics =
Change/Expansion/Growth

Increase tons diverted
New sectors (residential, commercial)
New materials collected



Reimbursement grant; Minimum 20% cash match



Hot Tip: Have grant ideas in mind before RFPs get released



This is a funding source, not a funding mechanism.



Recycling Infrastructure Grant

| GOALS |

1

Increase
statewide
recycling rate

2

Increase
access &
participation

3

Increase
collection &
processing
capacity

4

Support
climate
change
priorities

5

Ensure
diversity,
equity,
inclusion



Organics (Food Waste) Grant



\$ for food waste related infrastructure items ("things")



Metrics = New or expanded food waste diversion programs



Reimbursement grant; Minimum 20% cash match



Open to both public and private sectors



This does NOT pay for Part 115 compliance



Michigan Small Community Education Grant

- Funded by EGLE, managed by The Recycling Partnership
- Educate households on what, how, & where to recycle
- Eligibility:
 - NPOs, tribal government, regional planning agency, city, village, township, charter township, county, municipal solid waste authority, or a resource recovery authority;
 - located in Michigan serving **fewer than 10,000 households**; and
 - have a curbside and/or drop-off recycling program





RECYCLE

THANK YOU FOR RECYCLING THESE:



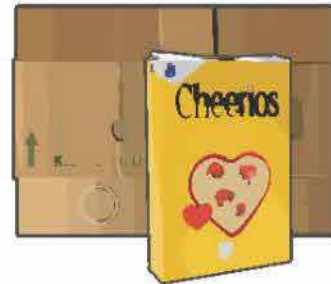
Paper



Paper and Cartons
(all colors and types)



Cardboard



Cardboard
(empty and clean)



Metal



Aluminum and Steel Cans
(empty and clean)



Plastic



Plastic Bottles, Jars and Jugs
(empty and clean)



Glass

Acceptance varies by community. Check your local guidelines



Glass Bottles and Jars
(empty and clean)

NO!



Do not Bag Recyclables
No Garbage



No Plastic Bags or Plastic Wrap



No Tangles
(no hoses, wires, chains, or electronics)



No Foam



No Hazardous Waste
(no motor oil)



No Bulky Items

Market Development Grant



Eligible entities include For-Profit Businesses, Non-Profit Businesses, Institutions, and Communities

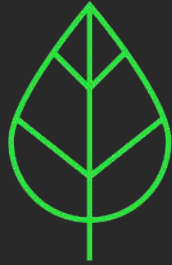
Funding for market analysis, marketing, research, product development, project implementation

Primary purpose is to grow end-use markets for new products and uses of recyclable materials



5

INNOVATION CHALLENGE TRACKS



Food, Liquids, and
Organic Waste
Systems (FLOWS)



Intergovernmental
Initiatives & Public
Private Partnerships
(I2P3)



Recycling Innovation
and Technology
(RIT)



Recycling Supply
Chains (RSC)



Roads &
Pathways
(ROADS)

1

DATA ROOM

Resource and data library

2

ADVISORY COMMITTEES

Business plan support and subject matter expertise

3

BOOT CAMP / TRAINING

Opportunity to refine and improve concepts; build network

4

PITCH SESSION / SHOWCASES

Opportunity to generate interest from funding partners

5

PROJECT IMPLEMENTATION

Opportunity for partnerships, support, awards, grants

KEY CHALLENGE TRACK SUPPORT

Technical Assistance

- Program/Project implementation, expansion knowledge and support
- Program best practices – curbside & drop-off sites
- Funding mechanisms
- Material Quality/Contamination Reduction
- How to reach your target audience
- Conduct Presentations and Outreach to Local Officials
- Much more



Materials & Recycling Management Training

Provided by:

- Michigan Recycling Coalition
- Iris Waste Diversion Specialists



Multi-Day In-Person Learning Experience



Participants gain knowledge and resources necessary to support successful materials and recycling management programs.



For those new to the industry & practiced professionals to refresh their perspective, gain new ideas, & share their experience through the interactive format.



Expected to be provided twice in 2024



Online Toolkits – The Recycling Partnership

- q **Curbside Recycling Anti-Contamination Toolkit** - recyclingpartnership.org/contamination-kit/
- q **Best Practices in Community Recycling** - recyclingpartnership.org/best-practices-for-community-recycling-programs/
- q **Drop-Off Recycling Contamination Reduction Toolkit** - recyclingpartnership.org/dropoff/
- q **Lessons in Multi-Family Recycling** - recyclingpartnership.org/multifamily-recycling/



Resources on EGLE Website

- Recycling 101
- Why Does Recycling Cost Money?
- Why Recycling Matters for Your Community
- Guide: Operational and Funding Options for Municipal Recycling
- Guide: Use of Special Assessments to Fund Recycling Services
- Guide to Starting an Office Recycling Program
- Guide to Starting a School Recycling Program



Available at www.michigan.gov/mirecycles

EGLE

MICHIGAN MATERIALS MANAGEMENT CONFERENCE



Successfully Navigating Materials Management

- 1) Engagement of local government leadership is critical.
- 2) Utilize your planning agency.
- 3) Sustainable funding mechanism is needed.
- 4) Get input from public and private sectors (surveys). Recycling is desired.
- 5) Bring all entities (public and private sector) to the table.
- 6) View recycling as a utility and/or service.
- 7) Grant \$ available for program implementation.
- 8) Think about partnerships (banks, funds, foundations, brands).
- 9) Benchmark Recycling Standards set a ***base level*** of access.
- 10) Learn about best practices that work in other communities in Michigan.
- 11) Tools, resources & technical assistance are available from EGLE. We are happy to help.



EGLE RECYCLING PROGRAM



MARKET DEVELOPMENT

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Devan Dodge

DodgeD1@Michigan.gov | 517-275-0894



Arthur Taylor

Department Analyst

Questions about existing
grants, reimbursements,
amendments

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THANK YOU

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Memorandum



To: Board of Commissioners

From: Katie Zeits, County Administrator *Katie Zeits*

Date: September 6, 2023

Subject: **Resolution to Establish PACE District in Benzie County**

Attached you will find an email from Mary Freeman indicating the changes to the PACE program due to recent changes in state statute. Benzie County, as you recall, agreed to join this program last winter. In order to remain as part of this program, an amended resolution has to be adopted.

Recommendation:

That the Board of Commissioners adopts Resolution 23-____, A resolution Amending Resolution 2023-012, approving the establishment of a Property Assessed Clean Energy Program.

PACE Program Report update to reflect changes in statute

Mary Freeman <mary@leanandgreenmi.com>

Tue 2/6/2024 1:02 PM

To:Katelyn Zeits <kzeits@benzieco.gov>

Cc:Michelle Thompson <MThompson@benzieco.gov>;Todd Williams <todd@leanandgreenmi.com>

 2 attachments (472 KB)

3.0 Resolution Amending PACE Program Report_Benzie County.docx; DRAFT_Benzie County PACE Program Report_3.0.doc;

Hi Katelyn,

On February 13, 2024, amendments to Michigan's PACE statute will go into effect. I believe we discussed this when I spoke with the Board in the fall. The changes to the PACE statute include the following and have been incorporated into the updated and attached draft PACE program report:

- For retrofits or rehab projects, the option for the property owner to waive the energy savings guarantee and for new construction, the energy savings guarantee is no longer required.
- Establish a common sense approach for new construction projects, requiring the building to be built above Michigan's energy code.

Addition of Environmental Hazard Projects including:

- Mitigation of lead, heavy metal, or PFAS contamination in potable water systems.
- Mitigation of lead paint contamination.
- Mitigation of the effects of floods or drought.

These are the first significant amendments to the statute since 2010, so it just happens that as a new member, it comes up quickly right after you joined our PACE district! The language in your program report is as follows:

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM may amend the Benzie PACE program as necessary from time to time, in consultation with Benzie and upon approval of the Benzie Board of Commissioners of any such amendment.

In addition to the draft amended report, I've attached a draft resolution to amend in case that's helpful. We're happy to come speak with the board as well. Take care,

Mary Freeman

Owner and Outreach

(313) 241-3585

www.leanandgreenmi.com

500 Temple Street

Suite #6270

Detroit, MI 48201

RESOLUTION

2024-010

Benzie County, Michigan

A Resolution Amending Resolution 2023-012 Approving the Establishment of a Property Assessed Clean Energy (PACE) Program

WHEREAS, the Board of Commissioners of Benzie County, Michigan previously adopted Resolution 2023-012, a Resolution approving the establishment of a property assessed clean energy program ("PACE Program") and creating a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, as amended ("PACE Statute"), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Board of Commissioners established a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, impaired or used in connection with any project as required by, and subject to the PACE Statute; and

WHEREAS, the Board of Commissioners hereby finds that financing PACE projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County; and

WHEREAS, the types of projects that may now be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass; solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill.

WHEREAS, Public Act 270 of 2010 has been recently amended with the passage of Senate Bills

302 & 303 of 2023; and

WHEREAS, the projects that may now be financed under the PACE Program have been amended to provide the option for property owners of retrofits or rehab projects to waive the energy savings guarantee; for new construction, the energy savings guarantee is no longer required; require that new construction be built above Michigan's energy code; allow for the financing of environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems, mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather.

WHEREAS, it has been determined that the PACE Program and PACE Report approved in 2023 requires amendment to be consistent with the amended statute; and

WHEREAS, an amended PACE Program Report has been prepared and reviewed.

NOW THEREFORE BE IT RESOLVED that the Benzie County Board of Commissioners amends Resolution No. 2023-012 approving amendments to the Benzie PACE Program and adopts the amended PACE Program Report attached to this resolution.

BE IT FURTHER RESOLVED that all other provisions of the PACE Program and PACE Report not amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

Moved: Commissioner Warsecke Seconded: Commissioner Cunningham

Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke

Nays: None

Absent: Jeannot

I CERTIFY THAT I am the County Clerk of Benzie County and that the foregoing is a correct copy of the resolution passed as therein set forth on the 12th day of March 2024 by the Benzie County Board of Commissioners, and that the same is now in full force.

Dated: March 12, 2024


Tammy Bowers, Benzie County Clerk

**BENZIE COUNTY,
MICHIGAN**



Founded 1863

PACE PROGRAM REPORT

This Lean & Green Michigan[™] PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010, as amended. Additional information is available from Benzie County. The PACE Program and PACE Program Report were approved by the Board of Commissioners on September 12, 2023 by Resolution 2023-012, subsequent to a public hearing held on August 8, 2023. The Benzie County PACE Program and PACE Program Report were amended on [DATE].

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INTRODUCTION

Michigan Public Act No. 270 of 2010, as amended (“the PACE Statute”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Benzie County (“Benzie”), the Board of Commissioners established the Benzie County Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan™ (the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the Benzie County PACE district, which is coterminous with the County’s jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between Benzie and the record owner; identification of an official authorized to enter into program contracts on behalf of Benzie; a maximum aggregate amount for financing provided by Benzie under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount of the assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over \$250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

Lean & Green Michigan, LLC (“LAGM”) developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining the Lean & Green Michigan™ PACE program. This approach creates one efficient statewide market, allowing property owners, lenders and contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

BENZIE PROGRAM REPORT

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects to be financed through the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator

The Board Chair or his/her designee, (the “Authorized Official”) is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of Benzie in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

In joining Lean & Green MichiganTM, Benzie agrees to have LAGM act as PACE administrator and manage Benzie’s PACE Program. LAGM is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program and to assist PACE project applicants in obtaining financing.

3. Financing Parameters

In establishing its PACE district, Benzie intends for Projects to be funded through owner-arranged private financing. The maximum aggregate annual amount of financing provided by Benzie shall be zero dollars. The maximum aggregate dollar amount for financing provided by Benzie may be adjusted and/or amended on an annual basis or more frequently by the Board of Commissioners and will remain at zero dollars unless and until it is changed.

Benzie shall not provide any financing for Projects under the Benzie’s PACE Program. Benzie’s PACE Program shall be solely funded through owner-arranged financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii). Owner-arranged financing from commercial lenders is not included under the maximum aggregate annual dollar amount for financing provided by Benzie under the Program. There is no limit on the maximum aggregate annual amount of financing provided by private commercial lenders under the program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects; as approved by LAGM and the Authorized Official.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LAGM. The current list of eligibility requirements is attached as **SAA Appendix A**.

5. Financing Terms of Assessments

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the Project financed by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Within the parameters set forth herein, the Authorized Official will authorize one or more commercial lenders to provide financing to defray all or part of the cost of the Project, by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the renewable energy systems, energy efficiency improvements, water usage improvement, or environmental hazard projects.

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official, or appropriate official, on behalf of Benzie and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official, or appropriate official, on behalf of Benzie without objection by the property owner, will be finally established against the property and the Project to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by the property owner. The PACE special assessment

may be paid in annual or semi-annual installments pursuant to Section 13(2) of the PACE Statute. The Authorized Official, on behalf of Benzie, will confirm the Special Assessment Roll.

The Benzie County Delinquent Tax Revolving Fund (“DTRF”) shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from the County through the DTRF in the PACE Special Assessment Agreement.

7. Financing Program

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Benzie helps its constituent property owners gain access to private capital made available through the statewide program. Benzie authorizes the use of owner-arranged financing from commercial lenders to finance qualified Projects under the Program.

8. Reserve Fund

By participating in the Lean & Green MichiganTM program, Benzie assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by Benzie.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM’s website.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years and will be determined on a project-specific basis by LAGM. Projects involving multiple energy efficiency improvements, renewable energy systems, or environmental hazard improvements may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement’s dollar cost.

11. Property Eligibility Parameters

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the “as completed” value of the property.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the Project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining Lean & Green Michigan™, Benzie gains access to this program and agrees to partner with LAGM in educating property owners in Benzie about opportunities to save energy, save money and improve their property value. Benzie authorizes the use of Benzie’s logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM’s website: www.leanandgreenmi.com; or at Benzie’s website at [Website].

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;

- Background check process on clean energy contractors conducted by Michigan Saves; and
- Other general due diligence as may be necessary or required.

15. Energy Audit or Energy Modeling Requirement

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Savings-to-Investment Ratio and Savings Guarantee Requirements

Unless waived by the record owner, Projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner, and is not applicable to a new construction energy project.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LAGM may amend the Benzie PACE program as necessary from time to time, in consultation with Benzie and upon approval of the Benzie Board of Commissioners of any such amendment.

APPENDIX A
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING PURPOSES

PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

by and among

BENZIE COUNTY, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

Benzie County PACE Special Assessment Agreement

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APPENDIX:

APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT
APPENDIX I:	FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

Benzie County PACE Special Assessment Agreement

PACE SPECIAL ASSESSMENT AGREEMENT **(OWNER-ARRANGED FINANCING)**

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made this [DATE] among Benzie County, a Michigan County corporation (the “County”), whose address is 448 Court Place, Beulah, MI 49617, [PROPERTY OWNER], a Michigan limited liability company (the “Property Owner”), whose address is [ADDRESS], and [PACE LENDER], a Michigan limited liability company (the “Lender”), whose address is [ADDRESS].

RECITALS:

A. Pursuant to the PACE Statute and a resolution adopted by the Benzie County Board of Commissioners on September 12, 2023, the County has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Project on the property.

B. Under the PACE Statute, the County is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Project in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the County enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to the PACE Statute and the PACE Program, the County is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the County, the Property Owner and the Lender agree that:

Benzie County PACE Special Assessment Agreement

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) **“Agreement”** means this PACE Special Assessment Agreement as same may be amended and/or restated.

(b) **“Applicable Interest Rate”** means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(c) **“Authorized Official”** means the [Authorized Official Title], or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(d) **“Default Rate”** means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(e) **“Energy Efficiency Improvement”** means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners.

(f) **“Energy Project”** means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

(g) **“Event of Default”** has the meaning set forth in Section 7.01 hereof.

(h) **“Environmental Hazard Project”** means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following:

Benzie County PACE Special Assessment Agreement

mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(i) **“Force Majeure”** means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) **“General Property Tax Act”** means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) **“Improvements”** means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) **“LAGM”** shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) **“Lean & Green Michigan™”** means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) **“Lender”** has the meaning set forth in the preamble.

(o) **“Loan”** means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) **“Loan Documents”** means the Loan Agreement, dated as of [DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) **“Owner-Arranged Financing”** means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the County.

(r) **“PACE Program”** shall mean the property assessed clean energy program implemented by the County pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

Benzie County PACE Special Assessment Agreement

(s) **“PACE Program Report”** means the Lean & Green Michigan™ PACE Program Report approved by the Board of Commissioners on September 12, 2023, including any amendments or changes thereto made before the date of this Agreement.

(t) **“PACE Statute”** means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

(u) **“Payment Schedule”** has the meaning set forth in Section 4.01 hereof.

(v) **“Project”** means an Environmental Hazard Project or Energy Project.

(w) **“Property Owner”** has the meaning set forth in the preamble.

(x) **“Renewable Energy System”** means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy System includes a biomass stove but does not include an incinerator or digester.

(y) **“Special Assessment”** means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in the PACE Statute until such amounts have been paid in full.

(z) **“Special Assessment District”** means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.

(aa) **“Special Assessment Parcel”** means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the County and which is more particularly described on the attached **Appendix B**.

(bb) **“Special Assessment Roll”** has the meaning set forth in Section 4.01 hereof.

ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

Benzie County PACE Special Assessment Agreement

ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the County makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the County or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the County hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the County finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the County on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

Benzie County PACE Special Assessment Agreement

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the “Payment Schedule”). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the County. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The County, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the County shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the County may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the County’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the County of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the County may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the County hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the County, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of

Benzie County PACE Special Assessment Agreement

the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the County; (ii) the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the County of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the County shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the County.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of Benzie County, State of Michigan.

Benzie County PACE Special Assessment Agreement

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the County.

(e) The County agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the County of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the County for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the County, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the County from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the County to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the County to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the County or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Benzie County PACE Special Assessment Agreement

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the County, at the time and in the amount required by Section 4.01 hereof (a “Payment Default”), the Lender shall, within thirty (30) days following the date such sums were due and payable (the “Payment Default Date”), deliver written notice to the County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the “Payment Default Amount”); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the County taxes under the General Property Tax Act and the ordinances of the County. The County may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Notwithstanding the foregoing provisions of this Section 4.05(a), if the County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The County hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the County from the County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the County from the County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the County advance to the Lender the amount of any unpaid Payment Default Amount, and the County shall be obligated to pay over to the Lender only such sums as are actually received by the County Treasurer as collections of any Payment Default Amount.

Benzie County PACE Special Assessment Agreement

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the County or the General Property Tax Act, by Benzie County, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to Benzie County, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Benzie County Delinquent Tax Revolving Fund (“DTRF”), or any subsequent City or County fund which may replace the DTRF, or any other City or County funds.

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days’ written notice to the Lender and the County, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the County that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys’ fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 County or County Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the County Treasurer takes ownership of the Special Assessment Parcel by operation of law, the County Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the County Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the County Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the County Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and

Benzie County PACE Special Assessment Agreement

payable by any person or entity who purchases the Special Assessment Parcel from the County Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

The obligations of the County under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the County, unless waived in writing by the County:

(a) The County, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the County is a party, or shall be threatened in writing against the Property Owner or the County, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the County to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the County to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the County's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A.**

Benzie County PACE Special Assessment Agreement

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

The County represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the County, and this Agreement complies with the PACE Statute and constitutes a valid and binding agreement of the County, enforceable against the County in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the County is subject, or any agreement to which the County is a party or by which the County is bound, or any order or decree of any court or governmental entity by which the County is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the County and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

Benzie County PACE Special Assessment Agreement

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the County, and Property Owner agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the County, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the County with respect to the Property Owner.

Benzie County PACE Special Assessment Agreement

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the County, and Lender agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the County, an "Event of Default" shall be deemed to have occurred under this Agreement.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the County, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys' fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the County shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

Section 7.03 The County Default. If the County shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the County from the Property Owner or the Lender, a "County Default" shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for County Default. Upon the occurrence of a County Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the County, including any costs or fees (including attorneys' fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the

Benzie County PACE Special Assessment Agreement

occurrence of a County Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a County Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the County shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the “Lender” for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

Benzie County PACE Special Assessment Agreement

If to the County:	Benzie County 448 Court Place Beulah, MI 49617 Attn:
With a copy to:	Benzie County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201New
If to the Property Owner:	PROPERTY OWNER ADDRESS
With a copy to:	PACE LENDER ADDRESS
With a copy to:	Benzie County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201
If to the Lender:	PACE LENDER ADDRESS
With a copy to:	Benzie County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 Entire Agreement. This Agreement constitutes the entire agreement between the County, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the County, on the one hand, and the Lender or the Property Owner, on the other hand.

Section 8.06 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Benzie County PACE Special Assessment Agreement

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

Section 8.12 Severability. If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

Benzie County PACE Special Assessment Agreement

IN WITNESS WHEREOF, Benzie County, [PROPERTY OWNER], and [LENDER] have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

PROPERTY OWNER

By:

Its:

State of Michigan)
) ss
County of Wayne)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ the Authorized Signatory of [PROPERTY OWNER] on behalf of [PROPERTY OWNER].

Notary Public

_____County, Michigan

My commission expires _____

Benzie County PACE Special Assessment Agreement

IN WITNESS WHEREOF, Benzie County, [PROPERTY OWNER], and [LENDER] have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

LENDER

By:

Its:

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____ the Authorized Signatory of [LENDER], on behalf of [LENDER].

Notary Public
____ County, _____
My commission expires _____

Benzie County PACE Special Assessment Agreement

IN WITNESS WHEREOF, Benzie County, [PROPERTY OWNER], and [LENDER] have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Benzie County

By:

Its:

State of Michigan)
) ss
County of Benzie)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____ of Benzie County on behalf of Benzie County.

Notary Public

_____County, Michigan

My commission expires _____

Benzie County PACE Special Assessment Agreement

APPENDIX A **PROGRAM ELIGIBILITY CHECKLIST**

Property is privately owned commercial, industrial, agricultural or multifamily residential, with 4 or more dwelling units, real property within the County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years. Projects that consist of multiple energy projects or environmental hazard projects with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit or energy modeling must be conducted for the Project on property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

Benzie County PACE Special Assessment Agreement

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCR:

Benzie County PACE Special Assessment Agreement

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

County:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment roll created for the PACE project referenced in this document in the applicable County in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

Dated

Benzie County PACE Special Assessment Agreement

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

Benzie County PACE Special Assessment Agreement

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

Benzie County PACE Special Assessment Agreement

APPENDIX F

PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)

Parcel #: _____

Address: _____

Owner: _____

2. **Property Type** (double-click to check all that apply)

☐ **Agricultural**

☐ **Commercial** (including multifamily with 4 or more units)

• Type of commercial property - _____

☐ **Industrial**

☐ **Nonprofit**

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: _____

Signatory Name: _____

Address: _____

E-mail Address: _____

Telephone Number: _____

4. **Property Owner(s) Type**

☐ Individual

☐ LLP

☐ LLC

☐ Corporation

☐ 501(c)3

☐ Other _____

5. **Property Valuation**

State Equalized Value (SEV): \$ _____

Date of SEV: _____

Valuation (per Appraisal): \$ _____

Date of Appraisal: _____

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

Total Dollar Amount of Liens Against Property: \$ _____

7. **Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ _____	_____
Additional Debt on Property	\$ _____	_____

Benzie County PACE Special Assessment Agreement

- a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

Project Information

1. **PACE Project Developer** (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____
Other Contractors: _____

2. **Overall Project Cost:** _____

3. **Savings to Investment Ratio*** (as provided in Savings Guarantee)

3a. Year 1: _____
3b. Overall: _____
3c. Waived _____

4. **Useful Life of Project Measures:** _____ years

5. **User ID for Energy Star Portfolio Manager** (for property): _____

PACE Loan Details

1. **PACE Lender/Capital Provider** (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

2. **Requested Assessment Amount**

Project Cost:	\$ _____
Energy Audit or Model	\$ _____
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ _____
Total Assessment Amount:	\$ _____ (Total of all lines above)

3. **Requested Assessment Repayment Period:** _____ years

4. **Interest Rate Offered by Lender:** _____ %

Benzie County PACE Special Assessment Agreement

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of date, (the “**Effective Date**”), is made by [LENDER] (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of [PAYMENT AMOUNT], the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, Property Owner, and _____ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from Property Owner attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

Benzie County PACE Special Assessment Agreement

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

Benzie County PACE Special Assessment Agreement

APPENDIX H

FORM OF LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in Benzie County, Michigan, PACE Program

This acknowledgement is granted date, 20__, by Name of Mortgage Holder (the “Lender”), and for the benefit of PROPERTY OWNER (the “Property Owner”), and Benzie County in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, the County established the County Property Assessed Clean Energy (“PACE”) Program on date, 20__, by resolution, to promote installation of energy projects and/or environmental hazard projects.

B. The Property Owner has applied to the Program to finance the amount of \$ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in **Appendix D** attached hereto (the “Property”), over a period of twenty years.

C. Owner has previously executed a mortgage, deed of trust, dated _____, 20__, to the Lender, covering the Property, to secure a promissory note in the sum of \$ AMOUNT OF LOAN, and recorded on _____, 20__ at _____, Page _____, Benzie County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Benzie County, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in the County PACE Program and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the County PACE Program.

Benzie County PACE Special Assessment Agreement

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, on behalf of _____.

_____, Notary Public

County, State of _____

Acting in _____ County

My Commission Expires:

Benzie County PACE Special Assessment Agreement

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings ("Waiver") is acknowledged on this ____ day of ____, 20__ by [Property OWNER]

Recitals

- A. Pursuant to Public Act No. 270 of 2010, as amended, Benzie County established the Benzie County PACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
- B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with Benzie County and [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.
- C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.
- D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

[PROPERTY OWNER]

By:

Its:

State of Michigan)
) ss
County Name County)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the _____ of _____ on behalf of _____.

Notary Public

_____ County, Michigan

My commission expires _____

Memorandum



To: Board of Commissioners

Copy: Rebecca Hubers, Emergency Management Coordinator

From: Katie Zeits, County Administrator *Katie Zeits*

Date: March 6, 2024

Subject: **Grant Application for Tribal Council Allocation of 2% Funds – ARES/RACES**

Attached you will find an application packet from Rebecca Hubers on behalf of the Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services group to purchase communications equipment for emergency use. A similar grant was approved in 2021 for equipment and was granted. This application would replace broken and aged equipment still on the system.

Rebecca Hubers will be present to answer any questions on Tuesday.

Recommendation:

That the Board of Commissioners approves the grant application for Tribal Council Allocation of 2% funding on behalf of Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services group and authorizes the Chair to sign.



Benzie County Office of Emergency Management

505 S. Michigan Ave Beulah, MI 49617

Telephone: 231-882-0567

Fax: 231-882-0568

Email: emd@benzieco.gov

March 5, 2024

TO: Grand Traverse Band of Ottawa and Chippewa Indians Tribal Council

Attn: 2% Program

RE: Tribal Council Allocation of 2% Funds Application – itemization page

The Benzie County Office of Emergency Management is requesting consideration for Tribal Council Allocation of 2% Funds. The application request is for funding needed to replace ARES (Amateur Radio Emergency Services)/ RACES (Radio Amateur Civil Emergency Services) emergency communications equipment, currently housed in Benzie County.

With much thanks, we replaced similar equipment in Frankfort with an allocation granted in 2021. We now learned we need to replace aged and broken equipment in Beulah and Benzonia after we discovered failures during a training exercise in 2023.

REQUIRED ITEMIZATION:

Our request for a Grand Traverse Band of Ottawa and Chippewa Indians Tribal Council Allocation of 2% Funds is in the amount of **\$6217.30**.

The request is for:

- 1- DR-2X w/ LAN unit Repeater (\$1899.95) to replaced aged repeater at Benzonia water tower.
- 1- MFJ D-1010-NR Repeater Amp (799.95) to extend transmit range of repeater
- 1- MFJ KP-2/440 Repeater Pre-Amp (\$249.95) to extend receive range of repeater
- 1- Yeasu FT-991a HF Radio – to replace aged equipment in EOC communications office.
- 1- Yeasu HF MARS mod (\$44.95) – to extend the transmission frequencies of the FT-991a.
- 1- LDG AT-200ProII Radio Tuner (\$309.95)– tunes the radio t the antenna.
- 1- LDG Y-ACC-1 Accessory cable (\$12.95) – links radio to tuner
- 5- Kantronics Terminal Node Controllers (\$239.95 each = \$1199.75) replace aged TNCs not supported by newer programs.
- 2- Diamond X510HDM Dual Band Antennas (199.95 each = \$399.90) replace aged antenna over the EOC communication office.

Additionally, Benzie County ARES/RACES will cover any undocumented shipping and installation costs, estimated around \$350.00 and In-Kind hours from volunteers to get the equipment tuned and functioning properly.

We want to thank the Grand Traverse Band of Ottawa and Chippewa Indians for the opportunity to be considered for 2% allocation funds. Attached is our completed application.

Respectfully Submitted,

Robert Barrons (ARES/RACES)

David Hanchett (ARES/RACES)

Rebecca Hubers (Benzie County OEM)

Robert Roelofs (Benzie County Board of Commissioners)

Items Requested for ARES							
Item	Brand	Part No.	Quantity	Price each	Price	Notes	
HF Radio	Yaesu	FT-991a	1		\$1,299.95	Neded for the EOC radio room	
HF MARS mod	Yaesu		1		\$44.95	Extends transmit frequencies of the FT-991a	
Radio Tuner	LDG	AT-200Pro II	1		\$309.95	Tunes the radio to the antenna	
Accessory cable	LDG	Y-ACC-1	1		\$12.95	Needed to link radio to tuner	
TNC	Kantronics	KPC-3 USB PLUS	5	239.95	\$1,199.75	Replace aged TNC's that are not supported by newer programs	
Repeater	Yaesu	DR-2X w/LAN	1		\$1,899.95	To replaced aged repeater at water tower	
Repeater Amp	MFJ	D-1010-NR	1		\$799.95	To extend transmit range of repeater	
Repeater pre-amp	MFJ	KP-2/440	1		\$249.95	To extend receive range of repeater	
Dual band antenna	Diamond	X510HDM	2	199.95	\$399.90	To replace existing antennas on top of Government Center	
		Total			\$6,217.30		

PLEASE NOTE:

***ONLY APPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN
GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: X JUNE – New submission date, Postmarked by MAY 31st
_____ DECEMBER – New submission date, Postmarked by NOVEMBER 30th
2. Name of Applicant: Benzie County Office of Emergency Management
Address: 505 S. Michigan Ave
Beulah, Michigan 49617
Phone #: 231-882-0567 Fax #: 231-882-0568
Printed Name: Bob Roelofs
• Authorized Signature: 
(Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)
Title: Chair, Benzie County Board of Commissioners
E-mail address: broelofs@benzieco.gov
- Printed Name of contact person: _____ Rebecca Hubers
Telephone #: 231-882-0567 Fax #: 231-882-0568
E-mail address: rhubers@benzieco.gov
3. Type of Applicant:
- | | |
|------------------------------|------------------------------------|
| _____ Local Government | _____ Local Court |
| _____ Township | <u>X</u> _____ County Commissioner |
| _____ Public School District | _____ Road Commission |
| _____ College | _____ Charter School |
| _____ Public Library | _____ Sheriff/Police Department |
| _____ Fire Department | |
- 501c3 applying through local unit of government (name): _____

4. Fiscal Data: Amount Requested: \$ 6217.30 Percent: 95 %
Local Leveraging: \$ estimated ship and installation costs Percent: est. 5 %
(Match)
Total Budget: \$ 6567.30 Percent: 100 %

5. Target Population numbers: 23 Children 66 Adults 56 Elders
(Indicate the 145 Total GTB member Community Others
number of GTB
members)

6. Counties Impacted: Antrim X **Benzie + Extended communities**
 Charlevoix Grand Traverse Leelanau Manistee

7. Brief Description (purpose of funding); include statement of need:
Benzie County Office of Emergency Management is acting as the fiduciary of this application for Tribal Council Allocation of 2% Funds by the Benzie County ARES (Amateur Radio Emergency Services) / RACES (Radio Amateur Civil Emergency Services). The request is for emergency communications equipment due for replacement. The current system, housed in Beulah and Benzonia, has failed. The failure was found during a State of Michigan Auxiliary Communications exercise in 2023. ARES/RACES is seeking new system parts compatible with our still functioning components to regain and maintain communications with regional and state entities during a disaster.
The ARES/RACES mission is to provide backup communications during actual disasters. The Federal Emergency Management Agency (FEMA) has included ARES/RACES volunteers as team members who contribute their skills for disasters across the United States. However, in Benzie County funding is not provided for equipment and all operators are volunteers. ARES/RACES member skills are necessary for the instant communication networks that they can create, where no normal communications may be located.
Additionally, the local CERT (Citizens Emergency Response Team) made up of members from Manistee, Grand Traverse, Leelanau, and Benzie Counties, and who voluntarily respond statewide to requests for secondary emergency responders, use the same radio equipment for deployment in the area. Recent CERT deployments include search and rescue missions along the shoreline of Frankfort and Sleeping Bear National Lakeshore where conventional first responder radio equipment has a tendency to fail.
Our request is for a Grand Traverse Band of Ottawa and Chippewa Indians Tribal Council Allocation of 2% Funds "grant" in the amount of \$6217.30 to cover the cost of the equipment. Benzie County Office of Emergency Management will cover any additional shipping and equipment installation costs that will arise after the purchase, estimated at approximately \$350 dollars with additional in-kind services from ARES/RACES volunteers.

The requested funds are for one Yaesu FT991a HF radio and associate appliances to extend, tune, and control access to frequencies (\$ 2867.55) + one DR 2X w/LAN repeater and associate amplifier equipment for the Benzonia water tower (\$2949.85) + two dual band antenna replacements above the Emergency Operations Center communications office (\$399.90). An itemized list is attached to this request.

The items will be purchased and installed in a secure radio location, replacing the failing equipment, at the Benzonia water tower site and the Beulah Emergency Operations Center Communications Office. These backup auxiliary communications components are vital in the event of disaster that may impact conventional and primary communication sources for emergency responders.

The Benzie County Office of Emergency Management and the local ARES/RACES group presented this request for support to the Benzie County Local Planning Team, who develop response strategies for identified hazards in Benzie County. The Local Planning Team fully endorsed this request at their February 20, 2024, meeting. This request was also presented at the Benzie County Board of Commissioners Meeting March 12, 2024.

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) \$5,000, up to \$10,000 per school district + (\$1,000, up to \$1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of \$100,000, up to \$125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: _____ YES _____ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

(d) Does the school receive Title VII Indian Education Funds? _____ YES _____ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start Upon Receipt Completion 190 days from receipt – depending on equipment availability.

- X YES located records of confirmed awards for subrecipient Benzie County ARES/RACES other applications
were also identified but unsure of awards received.

Nov 2021 - Nov 2022 and amounts: \$7660.77

Dec 2015 - June 2016 and amounts: \$11630.00

_____ - _____ and amounts: _____

- If this is a continuation project, please explain why there is a need to continue funding:

- The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, **your current application will not be considered!** 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

- Our rural community is home to many individuals who seek employment and entertainment at local casinos. Our community also supports visitors seeking casino experiences. These community visitors and members are our family and friends, and it is our job to ensure their safety. Local casinos provide a significant economic and social development boost to the region, thus enhancing the well-being of the community we all call home.

- With the proper installation and successful functionality of the replacement equipment and with proper completion of the next statewide auxiliary communications test and exercise.

- X if applicable YES _____ NO _____

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget. **(Attached)**

IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:

- 1) Execute authorized signature on first page, question #2.
- 2) Attach 1-page budget
- 3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
- 3) Submit by appropriate deadline:
 - **If for June cycle, postmarked by May 31st.**
 - **If for December cycle, postmarked by November 30th.**

Mail completed 2% applications to:

**Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682**

If you have any questions, please call 231-534-7601.

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date
_____ Print Name	_____ Sign Name	_____ Date

County Administrator Report

Correspondence

Benzie Transportation Authority - December 2023 Income Statement

	December 2023		Variance	Oct - Dec 2023		Variance	2024	December 2022		Oct - Dec 2022	
	Actual	Budget	Favorable (Unfavor)	Actual	Budget	Favorable (Unfavor)	Annual Budget	Actual	Budget	Actual	Budget
Revenue											
40100 - Passenger Fare	11,772.62	12,500.00	(727.38)	41,426.89	37,500.00	3,926.89	150,000.00	8,644.06	7,200.00	28,973.86	24,600.00
40200 - Contract Fare	7,185.10	6,666.00	519.10	20,044.50	19,998.00	46.50	80,000.00	4,422.00	5,000.00	13,651.00	15,000.00
40615 - Advertising Income	6,505.84	2,850.00	3,655.84	23,080.84	4,050.00	19,030.84	20,000.00	3,987.50	3,537.50	6,712.50	6,275.00
40800 - Taxes Levied Directly for/by TA	140,661.66	145,000.00	(4,338.34)	140,674.95	145,000.00	(4,325.05)	782,950.50	142,583.64	122,000.00	142,591.32	122,000.00
40810 - Donation	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00
41101 - State Operating Assistance	92,532.00	92,532.00	0.00	277,596.00	277,596.00	0.00	1,110,385.15	66,718.00	66,718.00	200,154.00	200,154.00
41301 - Federal Operating Assistance	123,434.00	123,990.00	(556.00)	123,434.00	123,990.00	(556.00)	495,962.28	104,419.50	104,419.50	104,419.50	104,419.50
41361 - CRRSA Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104,419.50	104,419.50	104,419.50	104,419.50
41400 - Interest Income	2,025.07	833.00	1,192.07	9,760.64	2,499.00	7,261.64	10,000.00	3,613.67	583.00	9,186.72	1,753.00
Total Revenue	384,116.29	384,371.00	(254.71)	637,017.82	610,633.00	26,384.82	2,649,297.93	438,807.87	413,877.50	610,108.40	578,621.00
Expenses											
50101 - Operators Wage	110,224.22	118,407.00	8,182.78	259,854.76	276,283.00	16,428.24	1,026,200.00	96,837.26	97,212.00	232,479.75	226,824.00
50102 - Salary and Other Wage	47,965.20	43,050.00	(4,915.20)	106,643.08	100,450.00	(6,193.08)	373,100.00	44,413.92	46,027.00	101,228.73	107,393.00
50103 - Dispatchers Wage	25,722.00	32,042.00	6,320.00	63,539.11	74,764.54	11,225.43	277,700.00	26,069.70	19,304.00	61,643.47	45,042.00
50209 - 457 Co-Match	2,600.00	3,000.00	400.00	6,120.00	7,000.00	880.00	26,000.00	3,000.00	2,640.00	6,800.00	6,160.00
50200 - Fringe Benefits	28,715.07	39,104.00	10,388.93	101,733.24	120,844.00	19,110.76	472,156.00	33,155.81	28,441.00	93,711.31	88,595.00
50310 - Board Compensation	40.00	120.00	80.00	1,520.00	840.00	(680.00)	7,360.00	1,669.52	1,250.00	3,302.27	3,750.00
50302 - Marketing Expense	1,150.69	2,083.00	932.31	3,945.25	6,249.00	2,303.75	25,000.00	160.00	160.00	680.00	520.00
50399 - Service Expense	11,900.01	6,486.00	(5,414.01)	19,851.88	18,822.00	(1,029.88)	107,270.00	4,489.57	4,467.00	28,280.86	13,580.00
50401 - Fuel - Propane, Diesel, Unlead	15,638.66	19,583.00	3,944.34	49,745.32	58,749.00	9,003.68	235,000.00	15,424.69	20,332.00	49,375.40	60,996.00
50402 - Tires and Tubes	900.09	3,000.00	2,099.91	10,296.86	9,500.00	(796.86)	12,500.00	2,032.84	2,000.00	6,905.88	5,000.00
50404 - Major Purchase	0.00	292.00	292.00	0.00	876.00	876.00	3,500.00	0.00	875.00	0.00	875.00
50405 - Office Supplies	1,821.41	600.00	(1,221.41)	3,922.36	1,875.00	(2,047.36)	6,000.00	609.76	600.00	2,635.98	1,800.00
50406 - Parts Revenue Vehicles	2,341.20	2,500.00	158.80	12,001.27	7,500.00	(4,501.27)	30,000.00	3,387.03	2,083.00	8,880.44	6,249.00
50407 - Parts for Non Revenue Vehicle	0.00	84.00	84.00	46.58	252.00	205.42	1,000.00	68.47	83.00	68.47	249.00
50499 - Materials and Supplies	814.23	1,707.00	892.77	4,221.87	5,121.00	899.13	22,500.00	1,006.87	1,874.00	3,430.04	5,622.00
50500 - Utilities	3,913.71	4,942.00	1,028.29	10,251.95	11,936.00	1,684.05	53,060.00	4,369.32	4,381.00	11,002.75	11,143.00
50603 - Insurance	28,042.00	30,500.00	2,458.00	28,042.00	30,500.00	2,458.00	61,000.00	27,700.00	25,900.00	27,700.00	25,900.00
50700 - Taxes and Fees	35.73	208.00	172.27	67.35	624.00	556.65	2,500.00	1.00	170.00	157.73	340.00
50902 - Travel, Meetings & Training	315.84	834.00	518.16	974.13	2,502.00	1,527.87	10,000.00	85.49	417.00	388.26	1,251.00
50903 - Association Dues and Subscr	365.00	35.00	(330.00)	2,970.00	2,770.00	(200.00)	3,500.00	335.00	200.00	2,478.28	2,300.00
Total Expense	282,505.06	308,577.00	26,071.94	685,747.01	737,457.54	51,710.53	2,755,346.00	264,816.25	258,416.00	641,149.62	613,589.00
Net Profit or Loss	101,611.23	75,794.00	25,817.23	(48,729.19)	(126,824.54)	78,095.35	(106,048.07)	173,991.62	155,461.50	(31,041.22)	(34,968.00)

Ineligible Expenses

	Dec 2023	YTD	Amount of Auth/Grant
JARC	0.00	13,826.62	61,824.00
RTAP	225.00	225.00	5,500.00
Mobility Management	0.00	0.00	39,000.00
Other Ineligible Exp.-see stmt of act.	56.29	1,047.79	n/a

Reconciled balances as of December 31, 2023

Checking Account - Honor Bank	5,037.25		
Money Market - Honor Bank	47,276.66		
IntraFi ICS - Honor Bank <i>3%</i>	200,000.00	<i>ask for higher interest</i>	
CD - Honor Bank <i>4.5%</i>	250,000.00	<i>13 months</i>	<i>7/2024</i>
CD - Huntington Bank <i>4.7%</i>	250,000.00	<i>9 months</i>	<i>4/2024</i>
CD - Westshore Bank <i>4.9%</i>	253,121.23	<i>12 months</i>	<i>8/2024</i>
Michigan Class	409,216.98		
Total	1,414,652.12		

Benzie Transportation Authority - January 2024 Income Statement

	January 2024		Variance	Oct - Jan 2024		Variance	2024	January 2023		Oct - Jan 2023	
	Actual	Budget	Favorable (Unfavor)	Actual	Budget	Favorable (Unfavor)	Annual Budget	Actual	Budget	Actual	Budget
Revenue											
40100 - Passenger Fare	10,903.24	12,500.00	(1,596.76)	51,354.73	50,000.00	1,354.73	150,000.00	11,790.62	10,200.00	40,764.48	34,800.00
40200 - Contract Fare	8,206.24	6,666.00	1,540.24	28,250.74	26,664.00	1,586.74	80,000.00	5,467.50	4,000.00	19,118.50	19,000.00
40615 - Advertising Income	500.00	600.00	(100.00)	23,580.84	4,650.00	18,930.84	20,000.00	537.50	537.50	7,250.00	6,812.50
40800 - Taxes Levied Directly for/by TA	246,415.17	270,000.00	(23,584.83)	387,090.12	415,000.00	(27,909.88)	782,950.50	241,636.21	230,000.00	384,227.53	352,000.00
40810 - Donation	65.00	0.00	65.00	1,065.00	0.00	1,065.00	0.00	0.00	0.00	0.00	0.00
41101 - State Operating Assistance	92,532.00	92,532.00	0.00	370,128.00	370,128.00	0.00	1,110,385.15	66,718.00	66,718.00	266,872.00	266,872.00
41301 - Federal Operating Assistance	0.00	0.00	0.00	123,434.00	123,990.00	(556.00)	495,962.28	0.00	0.00	104,171.50	104,171.50
41361 - CRRSA Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104,171.50	104,171.50
41400 - Interest Income	2,186.75	833.00	1,353.75	12,956.47	3,332.00	9,624.47	10,000.00	4,367.11	583.00	13,561.08	2,336.00
Total Revenue	360,808.40	383,131.00	(22,322.60)	997,859.90	993,764.00	4,095.90	2,649,297.93	330,516.94	312,038.50	940,136.59	890,163.50
Expenses											
50101 - Operators Wage	70,553.89	78,938.00	8,384.11	318,949.26	355,221.00	36,271.74	1,026,200.00	68,963.99	64,808.00	301,443.74	291,632.00
50102 - Salary and Other Wage	35,645.07	28,700.00	(6,945.07)	147,163.08	129,150.00	(18,013.08)	373,100.00	32,011.83	30,685.00	133,240.56	138,078.00
50103 - Dispatchers Wage	14,989.86	21,361.00	6,371.14	76,751.57	96,125.54	19,373.97	277,700.00	22,031.92	12,869.00	83,675.39	57,911.00
50209 - 457 Co-Match	1,600.00	2,000.00	400.00	7,720.00	9,000.00	1,280.00	26,000.00	1,800.00	1,760.00	8,600.00	7,920.00
50200 - Fringe Benefits	28,428.65	34,770.00	6,341.35	131,578.06	155,614.00	24,035.94	472,156.00	27,787.01	25,077.00	121,493.58	113,672.00
50310 - Board Compensation	440.00	600.00	160.00	1,960.00	1,440.00	(520.00)	7,360.00	280.00	400.00	960.00	920.00
50302 - Marketing Expense	968.25	2,083.00	1,114.75	5,916.77	8,332.00	2,415.23	25,000.00	726.00	1,250.00	5,052.27	5,000.00
50399 - Service Expense	23,508.05	14,486.00	(9,022.05)	44,006.36	33,308.00	(10,698.36)	107,270.00	17,260.71	13,687.00	46,704.78	27,267.00
50401 - Fuel - Propane, Diesel, Unlead	17,449.33	19,583.00	2,133.67	67,965.92	78,332.00	10,366.08	235,000.00	15,872.78	20,332.00	65,248.18	81,328.00
50402 - Tires and Tubes	0.00	0.00	0.00	10,317.25	9,500.00	(817.25)	12,500.00	0.00	2,000.00	6,905.88	7,000.00
50404 - Major Purchase	0.00	292.00	292.00	0.00	1,168.00	1,168.00	3,500.00	0.00	0.00	0.00	875.00
50405 - Office Supplies	252.95	500.00	247.05	3,815.14	2,375.00	(1,440.14)	6,000.00	753.54	600.00	3,389.52	2,400.00
50406 - Parts Revenue Vehicles	4,049.83	2,500.00	(1,549.83)	16,151.61	10,000.00	(6,151.61)	30,000.00	1,232.26	2,083.00	9,961.37	8,332.00
50407 - Parts-Svr Trk, Lawn Mower, Tractor	0.00	84.00	84.00	46.58	336.00	289.42	1,000.00	0.00	83.00	68.47	332.00
50499 - Materials and Supplies	1,801.82	1,707.00	(94.82)	6,078.80	6,828.00	749.20	22,500.00	1,803.06	1,874.00	5,136.41	7,496.00
50500 - Utilities	4,031.35	5,002.00	970.65	14,510.71	16,938.00	2,427.29	53,060.00	4,681.54	4,631.00	15,740.71	15,774.00
50603 - Insurance	0.00	0.00	0.00	29,425.00	30,500.00	1,075.00	61,000.00	0.00	0.00	27,700.00	25,900.00
50700 - Taxes and Fees	80.61	208.00	127.39	147.96	832.00	684.04	2,500.00	1,500.00	170.00	1,657.73	510.00
50902 - Travel, Training & Mileage Reimb.	219.18	834.00	614.82	1,305.31	3,336.00	2,030.69	10,000.00	220.44	417.00	609.31	1,668.00
50903 - Association Dues and Subscr	0.00	35.00	35.00	2,970.00	2,805.00	(165.00)	3,500.00	35.00	1,200.00	2,513.28	3,500.00
Total Expense	204,018.84	213,683.00	9,664.16	886,779.38	951,140.54	64,361.16	2,755,346.00	196,960.08	183,926.00	840,101.18	797,515.00
Net Profit or Loss	156,789.56	169,448.00	(12,658.44)	111,080.52	42,623.46	68,457.06	(106,048.07)	133,556.86	128,112.50	100,035.41	92,648.50

Ineligible Expenses

	Jan 2024	YTD	Amount of Auth/Grant
JARC	0.00	13,826.62	61,824.00
RTAP	1,915.34	2,140.34	5,500.00
Mobility Management	0.00	0.00	39,000.00
Other Ineligible Exp.-see stmt of act.	461.20	1,508.99	n/a
RAP Grant	2,056.51	2,056.51	6,852.00

Reconciled balances as of January 31, 2024		CD term	Maturity
Checking Account - Honor Bank	16,897.55		
Money Market - Honor Bank	63,620.59		
IntraFi ICS MM-Honor Bank 4.5% interest	201,623.08		
CD - Honor Bank 4.5% interest	250,000.00	13 months	7-5-2024
CD - Huntington Bank 4.7% interest	250,000.00	9 months	4-29-2024
CD - Westshore Bank 4.9% interest	253,121.23	12 months	8-1-2024
Michigan Class	340,065.28		
Total	1,375,327.73		

**BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT
BOARD OF HEALTH MEETING
Wednesday, January 24, 2024 2:00 p.m.
Leelanau County Government Center
6527 E Government Center
Suttons Bay MI 49682**

Chairperson Gary Sauer called the meeting to order at 2:14 p.m.

Members Present:

Gary Sauer - Benzie County Board of Commissioners
Dr. Barbara Conley – Leelanau County Member at Large
Art Jeannot – Benzie County Board of Commissioners
Ty Wessell – Leelanau County Board of Commissioners
Dr. Mark Kuiper – Benzie County Member at Large
Gwenne Allgaier – Leelanau County Board of Commissioners

Members Excused: None

Staff Present:

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

Staff Excused: None

Pledge of Allegiance

Approval of Minutes:

Motion By: Conley to approve the November 29, 2023, BOH meeting minutes.

Seconded By: Allgaier

Voice Vote: 6 yeas 0 nay 0 excused **Motion carried**

Approval of the Agenda:

Motion By: Conley to approve the agenda with adding the item, Appointment of Member to the Personnel and Finance Committee, after the Health Officer Update.

Seconded By: Allgaier

Voice Vote: 6 yeas 0 nay 0 excused **Motion carried**

Public Comment – None

Health Officer Update- Dan Thorell

A report was distributed at the beginning of the meeting. Please refer to it for details. As the renovation process for the Environmental Health office at the Leelanau County Government Center advances, there was a slight issue discovered in the IT portion of the renovation. It was determined that the desk phones need to be hardwired into the building's ethernet instead of using the building's WiFi. Currently, Wyant Technologies and the electrician are meeting to see what the best way to accomplish this will be. Once a plan is established the electrician had been asked by the architect and contractor to submit a bid to complete the project.

Munson Healthcare and Northern Michigan Care Partners have partnered with BLDHD to apply for a grant through the Michigan Health Endowment Fund to help fund a portion of the Community Connections program. Since Munson Health Care began sending referrals to the program at the beginning of December, the amount of Community Connection referrals has increased by 307%. The funding that is being applied for would be used for staffing costs.

There is a 3rd draft of the House Bills 4479 and 4480 regarding the Statewide Sanitary Code being reviewed. There were some changes to the initial evaluations to onsite wastewater systems.

Request for Authorization up to \$10,000 to Install Cabling in the Environmental Health Space in the Leelanau County Government Center

Motion By: Sauer to approve the authorization of up to \$10,000 to get the cabling in place for the Environmental Health Space in the Leelanau County Government Center.

Seconded By: Allgaier

Roll Call Vote: Sauer- yea, Conley- yea, Allgaier – yea, Wessell – yea, Kuiper – yea, Jeannot - yea
6 yeas 0 nays 0 excused Motion carried

Discussion: It was asked if Leelanau County would be contributing any funding to this expense. Leelanau County may agree to pay a portion of the expense, pending on what will enrich the building space for future tenants. This will be determined once the IT plans are complete. The funding for this project will be entirely from State grants.

Appointment of Member to Personnel & Finance Committee

Motion By: Jeannot to appoint Jeannot to the Personnel and Finance Committee.

Seconded By: Conley

Voice Vote: 6 yeas 0 nays 0 excused **Motion carried**

Discussion: Commissioner Jeannot was welcomed to the BOH.

Accounts Payable

Motion By: Conley to approve accounts payable and pay the bills in the amount of \$652,018.86.

Seconded By: Allgaier

Roll Call Vote: Sauer- yea, Conley- yea, Allgaier – yea, Wessell – yea, Kuiper – yea, Jeannot - yea
6 yeas 0 nays 0 excused Motion carried

December Financial Statements

Motion By: Conley to accept the financial statements as presented.

Seconded By: Wessell

Roll Call Vote: Conley- yea, Wessell- yea, Kuiper – yea, Allgaier – yea, Sauer – yea, Jeannot- yea
6 yeas 0 nays 0 excused Motion carried

BOH Meeting Dates for 2024

Motion By: Conley to approve the BOH meeting dates that were presented.

Seconded By: Allgaier

Voice Vote: 6 yeas 0 nays 0 excused **Motion carried**

Leelanau Environmental Health Furnishings

Motion By: Conley to accept the bid presented by Custer Inc., not to exceed \$70,300 for office furnishings for the Environmental Health Space in the Leelanau County Government Center.

Seconded By: Wessell

Roll Call Vote: Sauer- yea, Conley- yea, Allgaier-yea, Wessell- yea, Kuiper – yea, Jeannot - yea
6 yeas 0 nays 0 excused Motion carried

Discussion: Three different companies had submitted bids. Custer had conducted the most thorough interview of what the needs were for the EH space in the Leelanau County Government

Center. BLDHD will be paying the entire cost for the office furnishings. The fund balance and the County Appropriations will not be used for this. BLDHD will also utilize as much of the office furniture that they already own for this space. It was asked if there was a warranty on any of the items that will be purchased. It was unknown at the time, but Johnston was going to ask Custer. Custer responded before the end of the meeting that there was a warranty on the products that they would sell to BLDHD.

Staff Reports:

Medical Director – Dr. Joshua Meyerson

A report was distributed at the beginning of the meeting. Please refer to it for details. The use of cigarettes is at an all-time low, but the use of vaping devices is much higher. Michigan is one of 10 states that does not require a license to sell tobacco products. Most current tobacco laws in MI focus on punishing minors who have illegally purchased tobacco products. There is a bill in the Senate to create a law that vendors must be licensed by the State of MI to sell tobacco products and that punishments for violations of the laws are to be directed at the sellers not the minors purchasing the products. Also, there is a bill being introduced to tax e-cigarettes, currently there is no specific tax towards these products.

Personal Health – Michelle Klein

A report was distributed at the beginning of the meeting. Please refer to it for details. Staffing changes in the PH programs were discussed. The millage for the Leelanau Parenting Communities will be on the ballot this fall. Currently, BLDHD has funding for this program through 2025.

Environmental Health – Eric Johnston

A report was distributed prior to the meeting. Please refer to it for details. The updated Sanitary Code for Benzie and Leelanau Counties went into effect almost 1 year ago. The request for inspections did increase dramatically for Leelanau County and that was to be expected as this code was new for this County. The inspection requests for Benzie were slightly up as this program had been in effect for this County for over 30 years. A new Sanitarian began this month, Corey Weaver. He will be working on the Type II program, food inspections, campgrounds and pools. January is Radon Awareness Month. As of January 24th, the Give a Can, Get a Kit program had distributed 60 radon testing kits.

Administrative – Dodie Putney

A report was distributed prior to the meeting. Please refer to it for details. Bids for the Benzie EH/Admin office remodel are due on February 3, 2024.


Public Comment – None

Board Comments – None

Adjourn:

Motion By: Sauer to adjourn the BOH meeting at 3:58 p.m.

Voice Vote: 6 yeas 0 nay 0 excused **Motion carried**


Gary Sauer, Chair
Shelley Jablon, Recording Secretary

**BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT
BOARD OF HEALTH MEETING AGENDA
Wednesday, February 28, 2024 – 2:00 p.m.
Benzie Community Resource Center - Ingemar Johansson Conference Room
6051 Frankfort Highway
Benzonia, MI 49616**

or

Electronically, via conference call

To participate, dial: (213) 282-9788 and enter Conference ID: 720 204 38#

This is a Regular Meeting of the Benzie-Leelanau District Health Department Board of Health. Public Comment is encouraged at the beginning and end of the meeting. An individual's comment time may be limited based on the discretion of the Chair.

Call to Order/Roll Call

Pledge of Allegiance

Approval of Minutes from the Regular Board of Health Meeting from January 24, 2024.

Approval of the Agenda

Public Comment Period

1. Health Officer Update – Dan Thorell
 - A. 2024-2026 Mi Thrive Contract Payment - Action
2. Personnel and Finance Committee Report-Personnel and Finance Committee
 - A. Accounts Payable – Action
 - B. January 2024 – Financial Statements – Action
 - C. Benzie EH/Admin Area Architect RFP- Action
3. Staff Reports
 - A. Medical Director – Dr. Joshua Meyerson
 - B. Personal Health – Michelle Klein
 - C. Environmental Health Director – Eric Johnston
 - D. Administrative- Dodie Putney

Public Comment Period

Board Comments

Adjourn

Personnel and Finance Comm. Meeting- February 28, 2024 1:00 pm
Benzie Community Resource Center, Roger Griner Conference Room or
Electronically via conference call:
(213) 282-9788 and enter Conference ID: 720 204 38 #



March 1st, 2024

To Whom it May Concern,

Please find the enclosed Resolutions 24-027, In Support of Legislation to Repeal the Law Preventing Local Ordinances to Ban Plastic Bags, and 24-028, In Support of Statewide Water Affordability Legislation, passed by the Washtenaw County Board of Commissioners on February 7, 2024.

Sincerely,

A handwritten signature in black ink, reading "Lawrence Kestenbaum". The signature is written in a cursive style with a large, stylized 'L' and 'K'.

Lawrence Kestenbaum
Washtenaw County Clerk/Register of Deeds

A RESOLUTION SUPPORTING SB228 TO REPEAL THE LAW PREVENTING LOCAL
ORDINANCES TO BAN PLASTIC BAGS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

FEBRUARY 7, 2024

WHEREAS, it is a goal of Washtenaw County to promote the economic, environmental and physical welfare of the County and all of its communities; and

WHEREAS, Washtenaw County has long grappled with the environmental and health consequences of single-use plastics. Single-use plastics are a glaring example of consumers and manufacturer desire for convenience instead of investing in quality packaging that is durable and sustainable for the long-term health and environment of communities; and

WHEREAS, the over-reliance on these plastics has resulted in the accumulation of waste at a staggering rate. Reducing the use of plastics is the most effective means of avoiding this waste and the impacts linked to plastic production; and

WHEREAS, plastic by itself does not break down; plastics just break up. Over time, sun and heat slowly turn plastics into smaller and smaller pieces until they eventually become what are known as microplastics. Microplastics end up in the water, eaten by wildlife, pets and inside our bodies. Exposure to microplastics, as well as the chemicals that are added to plastics during processing are harmful to the County's physical and environmental health; and

WHEREAS, many of the chemicals in plastics are known endocrine disruptors, and research has suggested that human exposure could cause health impacts including hormonal imbalances, reproductive problems like infertility, and even cancer; and

WHEREAS, in 2016, the passage of Michigan Public Act (PA) 389 of 2016, prohibited local jurisdictions from regulating the use of reusable and single-use plastic containers. Specifically, MCL 445.592 restricted a local unit of government in the State of Michigan from adopting or enforcing an ordinance that:

- (a) Regulates the use, disposition, or sale of auxiliary containers.
- (b) Prohibits or restricts auxiliary containers.
- (c) Imposes a fee, charge, or tax on auxiliary containers.

Pursuant to the PA 389 of 2016, auxiliary container means a bag, cup, bottle, or other packaging, whether reusable or single-use, that meets both of the following requirements:

- (a) is made of cloth, paper, plastic, cardboard, corrugated material, aluminum, glass, postconsumer recycled material, or similar material or substrates, including coated, laminated, or multilayer substrates, and
- (b) is designed for transporting, consuming, or protecting merchandise, food, or beverages from or at a food service or retail facility; and

WHEREAS, Senator Shink introduced SB 228 that would repeal PA 389 of 2016 and would restore local control and aid community efforts to control litter and waste by allowing the implementation of plastic bag bans or any motion regulating the use or sale of plastic bags, or imposing any fee, charge, or tax on certain containers; and

WHEREAS, The Washtenaw County Board of Commissioners supports the elimination and repeal of the prohibition against local municipalities from regulating single-use or reusable plastics. Local municipalities are best positioned to assess and mitigate the environmental and health impacts of such materials within their communities.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners does hereby fully support SB228 and the elimination and repeal of the prohibition against local municipalities from regulating single-use and reusable plastic containers.

BE IT FURTHER RESOLVED, that the Washtenaw County Commission expresses its collective belief that local municipalities should have the right to enact ordinances that are in the best interest of their residents and the environment.

BE IT FURTHER RESOLVED, that the Washtenaw County Commission strongly urges the Michigan Legislature and Governor Gretchen Whitmer to support SB228, sponsored by Senator Sue Shink.

BE IT FURTHER RESOLVED, the Washtenaw County Board of Commissioners directs the County Clerk to send a copy of this resolution to the Washtenaw County delegation of both the Michigan Senate and House of Representatives; the Michigan State Senate Committee on Energy and Environment; Governor Gretchen Whitmer; and as a communication to other Michigan Counties.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
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Beeman	X			Maciejewski	X			Somerville	X		
Hodge	X			Rabhi	X						
LaBarre	X			Sanders	X						
Lyte	X			Scott	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE:

9 0 0

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on February 7th, 2024, as it appears of record in my office.

COUNTY OF WASHTENAW)^{SS.}

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 8th day of February 2024.

LAWRENCE KESTENBAUM, Clerk/Register

BY:

[Signature]

Deputy Clerk



Res. No. 24-027

A RESOLUTION SUPPORTING STATEWIDE WATER AFFORDABILITY LEGISLATION

WASHTENAW COUNTY BOARD OF COMMISSIONERS

February 7, 2024

WHEREAS in October 2023, a package of “Water Affordability” bills was introduced in the Michigan Senate and House of Representatives which, if enacted, would establish a first in the nation statewide program to provide eligible low-income households with water bill payments considered affordable based on national standards, along with a sustainable funding source to support the program and protections from water service shut off; and

WHEREAS SB 0549’23 and HB 5088’23 would create a low-income water residential affordability program under which qualifying individuals would not pay more than an average of 3% of their household income for water services and, if eligible, receive arrearage forgiveness for past due water debt and household plumbing repairs to prevent water loss; and

WHEREAS SB 0550’23 and HB 5089’23 would create the low-income water affordability fund within the Michigan Department of Treasury using a \$2 per month, per retail water metered account funding factor which would be used as a dedicated funding source to support the low-income residential water affordability program and, among other things, ensure that water utility providers recover the full cost of services provided to eligible and enrolled customers; and

WHEREAS SB 0551’23 and HB 5090’23 would create the “Water Shutoff Protection Act” which would require water utility providers give various forms of notice to residential customers prior to the disconnection of water service due to non-payment and to prevent water service disconnection for individuals meeting the requirements of a critical care customer whose life would be at imminent risk without household water services; and

WHEREAS the average inflation-adjusted water costs have roughly doubled (increased by 188%) for the state as a whole since 1980 and the cost of water service, on average, has increased at a faster rate than all other essential goods and services, except health care; and

WHEREAS customers who cannot afford water bill payments are at risk of water service shut off, property tax liens that can result in foreclosure, and other potentially devastating consequences including housing insecurity and harm to personal health, dignity, and family relationships; and

WHEREAS the Washtenaw County Board of Commissioners recognizes that access to affordable water services is a fundamental human right, essential for the fiscal stability of water utility providers, necessary to protect public health and safety, and critical to the resilience and prosperity of Washtenaw County and all Michigan residents.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners supports and urges the Michigan Legislature to take action to pass Senate Bills 0549-0551 and House Bills 5088-5090.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Beeman	X			Maciejewski	X			Somerville	X		
Hodge	X			Rabhi	X						
LaBarre	X			Sanders	X						
Lyte	X			Scott	X						

9 0 0

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 8th day of February 2024.

Res. No. 24-028



March 7th, 2024

To Whom it May Concern,

Please find the enclosed Resolution 24-047, In Support of the Protect My Kids Bill Package in the Michigan Legislature, passed by the Washtenaw County Board of Commissioners on March 6, 2024.

Sincerely,

A handwritten signature in blue ink that reads "Lawrence Kestenbaum". The signature is written in a cursive, flowing style.

Lawrence Kestenbaum
Washtenaw County Clerk/Register of Deeds

A RESOLUTION SUPPORTING THE PROTECT MY KIDS BILL PACKAGE IN THE
MICHIGAN LEGISLATURE

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 6, 2024

WHEREAS, tobacco use is the leading cause of preventable death and disability in Michigan and contributes greatly to heart disease, cancer, and stroke; and

WHEREAS, tobacco retail licensing is an effective tobacco control measure that requires every store that sells tobacco products to have a license and Michigan is one of only 10 states that does not require retailers to obtain a license to sell tobacco making effective enforcement almost impossible; and

WHEREAS, Senate Bills 651 and 652 seek to establish a statewide Tobacco Retail Licensing (TRL) program, requiring all establishments selling nicotine or tobacco products to obtain a license, thereby enhancing compliance with existing tobacco sales regulations and reducing youth initiation to nicotine and tobacco; and

WHEREAS, Michigan state law prohibits local governments from enacting policies that regulate the sale and licensure of tobacco and nicotine products, keeping local communities from protecting kids' health; and

WHEREAS, 79% of Washtenaw County residents are concerned about young people using tobacco products; and

WHEREAS, Senate Bill 647 aims to repeal preemption provisions that prohibit local governments from enacting ordinances and regulations pertaining to the sale or licensure of tobacco products, empowering local communities to implement tailored tobacco control measures to protect their residents, particularly youth; and

WHEREAS, Michigan currently has no state tax on e-cigarettes or vaping products that contain nicotine and has not increased its tax on cigarettes in nearly 20 years; and

WHEREAS, The U.S Surgeon General has called raising prices on cigarettes "one of the most effective tobacco control interventions because increasing the price is proven to reduce smoking, especially among kids; and

WHEREAS, Michigan spends less than 10% of the Centers for Disease Control recommendation on tobacco prevention programs; and

WHEREAS, Senate Bill 648 proposes to establish a new tax on e-cigarettes and increase taxes on cigarettes and other tobacco products, with revenue generated dedicated to tobacco prevention and cessation programs, tax enforcement, and enforcement of smoke-free air laws, aligning with evidence-based strategies to reduce tobacco use, especially among youth; and

WHEREAS, flavored tobacco products play a key role in youth initiation and continued use of tobacco. More than 80 percent of 12-17-year-olds who have ever used a tobacco product start with a flavored product. Two-thirds of youth have reported using these products

“because they come in flavors [they] like.” More than 72 percent of current tobacco users surveyed have reported using a flavored tobacco product in the past month; and

WHEREAS, many states and over 360 localities have ended the sale of flavored tobacco products to protect kids and reduce health disparities. If Michigan takes this step, it would be a leader in protecting the health of its residents; and

WHEREAS, 77% of Washtenaw County residents support ending the sale of flavored tobacco products, including menthol cigarettes; and

WHEREAS, Senate Bills 649 and 650 aim to prohibit the sale of flavored tobacco products, including flavored e-cigarettes and menthol-flavored cigarettes, recognizing the significant role flavors play in driving youth initiation to tobacco and nicotine products and addressing health disparities within communities disproportionately targeted by the tobacco industry; and

WHEREAS, Michigan laws prohibiting and penalizing the possession, use, and purchase of tobacco products by minors, are ineffective as deterrents to youth smoking are often enforced inequitably and currently retailers are not held accountable for selling to minors; and

WHEREAS; Minors could be criminally charged for attempting to purchase, use, or possess tobacco products and research shows penalizing children is not an effective strategy for reducing youth smoking; and

WHEREAS, Senate Bills 653 and 654 repeal provisions in the Youth Tobacco Act that impose civil and criminal penalties on minors for purchasing, using or possessing tobacco products.

NOW THEREFORE BE IT RESOLVED. that the Washtenaw County Board of Commissioners support the Protect MI Kids Bill Package and urge the Michigan Legislature to swiftly pass these critical bills to protect the health and well-being of Michigan's children and youth.

BE IT FURTHER RESOLVED that Washtenaw County Board of Commissioners directs the County Clerk to send a copy of this resolution to the Washtenaw County delegation of both the Michigan Senate and House of Representatives; Governor Gretchen Whitmer; and as a communication to other Michigan Counties.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Beeman	X			Maciejewski	X			Somerville	X		
Hodge	X			Rabhi	X						
LaBarre	X			Sanders	X						
Lyte	X			Scott	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE:

9 0 0

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 6th, 2024, as it appears of record in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 7th day of March 2024.

COUNTY OF WASHTENAW)^{SS}.

LAWRENCE KESTENBAUM, Clerk/Register

BY:



Deputy Clerk



Res. No. 24-047