BENZIE COUNTY
BOARD OF COMMISSIONERS

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

MEETING AGENDA
May 28, 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 – 5/14/24 Regular; 5/14/24 Closed
PUBLIC COMMENT
ELECTED OFFICIALS & DEPT HEAD UPDATES
FINANCE – Approval of Bills
NEW BUSINESS

A) Consider authorizing easement with Zetterberg Trust for existing property access points near Point Betsie.
B) Consider approving MOU with MDOC for Probation/Parole
C) Consider authorizing a letter of intent regarding the Material Management Planning process with Grand Traverse County and Leelanau County.
D) Consider approving the repaving proposal of the Sheriff's Office public parking lot, and the approach to the pole barn.
E) Consider approving an agreement with World Triathlon Corporation for the Ironman Event.
F) Consider approving reclassification for Administration's Executive Assistant
G) Purchase of Additional EMD Licenses
H) Consider budget amendment for Central Dispatch
I) Consider approving Marine Safety Grant Agreement

COMMITTEE APPOINTMENTS – Betsie Valley Trail Management Committee
COMMISSIONER REPORTS –
COUNTY ADMINISTRATOR'S REPORT – Katie Zeits
9:20 a.m. Benzie Bus Resolution for Millage Proposal presentation.
9:30 a.m. Presentation from Venture North on Benzie County impact.
~~9:40 a.m. Presentation from Networks Northwest – Annual Report.~~
9:50 a.m. Presentation from Broadband Digital Equity Taskforce.
PRESENTATION OF CORRESPONDENCE
PUBLIC COMMENT
ADJOURNMENT

Times Subject to Change

PUBLIC COMMENT

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

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

Group Presentations – 15 minutes
Individual Presentations – 3 minutes

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

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

Commissioner Contacts:

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

THE BENZIE COUNTY BOARD OF COMMISSIONERS
May 14, 2024

The Benzie County Board of Commissioners met in a regular session on Tuesday, May 14, 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, Markey, Nye, Roelofs, Sauer and Warsecke
Excused: Commissioner Jeannot

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

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

Tribute presented by Board Chair: National Police Week, National Correctional Officer's Week, and National Emergency Medical Services Week:
Police Officers, Correction Officers, Paramedics and EMT's are nationally recognized as the protectors of our communities. In May we celebrate the brave men and women who take an oath to protect, serve and provide aid in medical emergencies. We honor those who serve as Benzie County Deputies, both Road Patrol and Correction Division, and our Benzie County Paramedics and EMT's. These dedicated men and women must operate in an environment where the responsibility of their position are constantly scrutinized and undertake the critical yet difficult task of addressing the actions of those affected by addiction and mental illness. They strive to maintain a safe community for those they serve in Benzie County all the while facing challenging and dangerous incidents. They are ready to provide life-saving care to those in need and offer a path of safe haven. On behalf of the Benzie County Board of Commissioners, I do hereby give a thank you to the Benzie County Sheriff's Office, Benzie Paramedics and EMT's for their sacrifice to Benzie County, and I call upon all government officials, parents, teachers, school administrators, caregivers, business leaders, non-profit organizations, and the people of Benzie County to thank their Law Enforcement and Corrections Officers, Paramedics and EMT's, for their service to the community.

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

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

9:05 a.m. Public Comment - None

ELECTED OFFICIALS & DEPARTMENT HEAD COMMENTS
Nick Keck and Jim Zimmerman were present and went over the Building Department Quarterly Report for January, February and March 2024, and were available to answer any questions.

Sheriff Rosa thanked Chairman Roelofs for recognizing the men and women who wear the uniform, and the Board of Commissioners for all their support. As of last Sunday, Benzie County has 24 hours road patrol. Thank you for the Board of Commissioners part for making that happen.

FINANCE
Bills: Motion by Warsecke, seconded by Cunningham, to approve payment of the bills from April 19, 2024, through May 9, 2024, in the amount of $952,147.54, as presented. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Exc: Jeannot Nays: None 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.
The following actions as recommended on the presented Consent Calendar portion of the agenda were approved:

A. Consider budget amendment to recognize revenues and expenditures related to mass notification: That the budget amendment recognizing an additional $3,500 in refunds and rebates related to the Code Red Notification System, be approved.

B. Consider budget Amendment to recognize revenues and expenditures related to Central Dispatch: Authorize budget amendment and adjustment for the Central Dispatch Fund to cover necessary employee benefit expenses.

C. Consider approving three information technology related policies: To adopt the Technology Acceptable Use Policy, Written Information Security Policy, and the amended Cyber Incident Response Policy, which supersede any related previously adopted policies.

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

OLD BUSINESS
A. Consider adopting ballot language related to a general operating millage reset: Randy Rice was present to answer any questions. Motion by Cunningham, seconded by Warsecke, to adopt Resolution 2024-012, Resolution Approving Ballot Language to Alter the Duration of the General Operating Millage for the County, Townships, and Intermediate School District, which would replace the indefinite status of the County operating millage, on the August 2024 Primary ballot. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, and Warsecke Nays: Sauer Exc: Jeannot Motion carried.
Commissioner Roelofs and Commissioner Sauer thanked Randy Rice for his role as Chair on the Tax Advisory Committee.

B. Consider adopting the Senior Services Millage Resolution for the August 2024 ballot: Motion by Warsecke, seconded by Cunningham, to adopt Resolution 2024-014, Resolution Authorizing Millage Election for Benzie County Commission on Aging Proposal and Certifying Ballot Language for the August 6, 2024, Primary Ballot. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

9:38 a.m. Closed Session: Motion by Roelofs, seconded by Sauer, to enter into closed session pursuant to Section 8(h) of the Open Meetings Act to consider and discuss attorney-client privileged communication from the County's counsel concerning counsel's opinions related to a matter involving David Wenkel since information or records subject to the attorney-client privilege are exempt from disclosure under Section 13 (1)(g) of the Freedom of Information Act, to include the Sheriff and County Administrator. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

10:01 a.m. Re-enter open session

Motion by Markey, seconded by Cunningham to authorize legal counsel to move forward as discussed in closed session with the Wenkel vs Benzie County. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

NEW BUSINESS:

A. Consider approving an amended purchasing policy and related procedure for implementation: Motion by Warsecke, seconded by Nye, to adopt the Purchase Policy and related Procedure, as amended. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

B. Consider approving a 2% Tribal Grant Application on behalf of Benzie Area Christian Neighbors: Kelly Ottinger was present to answer any questions. Motion by Nye, seconded by Cunningham, to approve the grant application for Tribal Council Allocation of 2% funding on behalf of Benzie Area Christian Neighbors and authorize the Chair to sign. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

C. Consider accepting the 2022-2023 audited financial statements: Motion by Warsecke, seconded by Markey, to accept the Audited Financial Statements for Benzie County's Fiscal Year 2022/2023. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

D. Consider approving the reclassification results for Animal Control: Jackie Palfey was present to answer any questions. Motion by Warsecke, seconded by Markey, approve the wage increase for the above-listed position with the County Administrator to complete the budget adjustment of $1,372.14 from contingency to the corresponding wage line with the wage increase to take effect on May 26, 2024, with no step increases to occur until the 24/25 fiscal year on the employee's anniversary. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

E. Consider approving the reclassification results for Sheriff's Administrative Assistant: Jackie Palfey was present to answer any questions. Motion by Markey, seconded by Cunningham, to approve the wage increase for the above-listed position with the County Administrator to complete the Budget Adjustment of $492.03 from contingency to the corresponding wage line. The wage increase is to take effect on June 3, 2024, when the new employee starts the position, and no step increases are to occur until the 24/25 fiscal year on the employee's anniversary. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

F. Consider approving an interlocal agreement with Frankfort for the use of a UTV and trailer: Rebecca Hubers was present to answer any questions. Motion by Cunningham, seconded by Markey, approve the Interlocal Agreement for Equipment Maintenance for a UTV and related trailer, with the City of Frankfort, and authorizes the Chair to sign. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

G. Consider approving the HMEP grant for Emergency Management: Rebecca Hubers was present to answer any questions. Motion by Markey, seconded by Nye, to approve the Grant Agreement with the Michigan State Police for the Hazardous Materials Emergency Preparedness Program and authorize the Chair to sign. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

COMMITTEE APPOINTMENTS: EDC/BRA

Motion by Cunningham, seconded by Sauer, to appoint Katherine Ralston to a six-year term, expiring May 7, 2029, on the Economic Development and Brownfield Redevelopment Authority. Roll call. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

COMMISSIONER REPORTS

Chair Roelofs attended three meetings with the Area Agency on Aging of Northern Michigan, and Veterans Affairs meeting. Salute to Service football game will be held in Frankfort on September 13, 2024, around 6:15 p.m. Memorial Day event will start at 1:00 p.m. on May 27, 2024.

Comm Jeannot provided a written report.

Comm Cunningham attended the MAC Conference, Lake Township meeting, EDC Ad Hoc Interview Committee meeting, MAC Environmental Regulatory meeting, Day of Prayer, and provided a written report.

Comm Nye attended the Land Bank Authority meeting, Village of Benzonia meeting, Benzonia Township meeting, Building and Grounds meeting, Centra Wellness Board meeting, Centra Wellness Executive Committee meeting, MAC Health and Human Services meeting, the Water Smart Land Use Committee meeting, and provided a written report.

Comm Markey attended the Northern Michigan Regional Substance Abuse Oversight Committee meeting, Homestead Township meeting, Centra Wellness Board Meeting, Account Payable Review, Village of Honor meeting, Network Northwest Board orientation meeting. The Platte River Park opening is this Saturday in Honor.

Comm Warsecke has nothing to report.

Comm Sauer attended the Benzie Leelanau Health Department meeting, two Road Commission meetings, Maples meeting, DNR TB informational meeting, MAC Conference, Blaine Township meeting, Joyfield meeting, Betsie Valley Trail meeting, Friends of the Betsie Valley Trail meeting, and provided a written report. Thompsonville Summerfest will be held June 17, 2024.

COUNTY ADMINISTRATOR'S REPORT – Katie Zeits
Update on the Point Betsie Lighthouse project: EGLE stated that they will be denying the permit and suggest that the lighthouse needs to be moved. We will be withdrawing the application so it is not formally denied, and then will re-submit the application. When the project started EGLE agreed to the proposal. Since that time EGLE representatives have changed, so now they do not agree to the proposal. Will be reaching out to our US Senators, to see if they can offer support.
The Attorney General office will be holding a roundtable event, here at the Government Center, on July 5, 2024, regarding how the Opioid dollars were spent in Benzie County and how it has impacted the community. Working on the 2024-2025 Budget process. Working through some IT issues with a firewall and switch changes. The MAC Conference was great. Insurance renewal amount will be coming in soon. Probation/Parole furniture will be delivered tomorrow, and they will be moving back into their office soon. Digital Equity Compass will be at the next meeting.

PRESENTATION OF CORRESPONDENCE

- Little Platte Lake Elevation Report
- Crystal Lake Elevation Report
- Building & Grounds minutes of April 3, 2024
- Parks & Recreation minutes of February 26, 2024
- Benzie-Leelanau Health Department minutes of March 27, 2024
- Benzie-Leelanau Health Department agenda of April 24, 2024
- Betsie Valley Trailway Management Council minutes of April 2, 2024
- Networks Northwest April 23, 2024, Notice of Intent to Prepare for Long Lake Township
- Eaton County 24-4-43 Resolution regarding Michigan Agriculture Environmental Assurance Program (MAEAP)

11:23 a.m. Public Comment
Commissioner Sauer wanted to thank everyone that attended Ron Hitesman funeral services. It was well attended.

11:24 a.m. Public Comment closed.

Motion by Markey, seconded by Warsecke, to adjourn at 11:24 a.m. Ayes: Cunningham, Markey, Nye, Roelofs, Sauer and Warsecke Nays: None Exc: Jeannot Motion carried.

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1. Approve the agenda as presented.
2. Approve the regular session minutes of April 23, 2024, as amended.
3. Approve the closed session minutes of April 23, 2024, as presented.
4. Approve payment of the bills from April 19, 2024, through May 9, 2024, in the amount of $952,147.54, as presented.
5. Approve items A, B and C, on the Consent Calendar.
6. Adopt Resolution 2024-012, Resolution Approving Ballot Language to Alter the Duration of the General Operating Millage for the County, Townships, and Intermediate School District, which would replace the indefinite status of the County operating millage, on the August 2024 Primary ballot.
7. Adopt Resolution 2024-014, Resolution Authorizing Millage Election for Benzie County Commission on Aging Proposal and Certifying Ballot Language for the August 6, 2024, Primary Ballot.
8. Enter into closed session pursuant to Section 8(h) of the Open Meetings Act to consider and discuss attorney-client privileged communication from the County's Counsel concerning Counsel's opinions related to a matter involving David Wenkel since information or records subject to the attorney-client privilege are exempt from disclosure under Section 13 (1)(g) of the Freedom of Information Act, to include the Sheriff and County Administrator.
9. Authorize legal counsel to move forward as discussed in closed session with the Wenkel vs Benzie County.
10. Adopt the Purchase Policy and related Procedure, as amended.
11. Approve the grant application for Tribal Council Allocation of 2% funding on behalf of Benzie Area Christian Neighbors and authorize the Chair to sign.
12. Accept the Audited Financial Statements for Benzie County's Fiscal Year 2022/2023.
13. Approve the wage increase for the above-listed position with the County Administrator to complete the budget adjustment of $1,372.14 from contingency to the corresponding wage line with the wage increase to take effect on May 26, 2024, with no step increases to occur until the 24/25 fiscal year on the employee's anniversary.
14. Approve the wage increase for the above-listed position with the County Administrator to complete the Budget Adjustment of $492.03 from contingency to the corresponding wage line. The wage increase is to take effect on June 3, 2024, when the new employee starts the position, and no step increases are to occur until the 24/25 fiscal year on the employee's anniversary.
15. Approve the Interlocal Agreement for Equipment Maintenance for a UTV and related trailer, with the City of Frankfort, and authorizes the Chair to sign.
16. Approve the Grant Agreement with the Michigan State Police for the Hazardous Materials Emergency Preparedness Program and authorize the Chair to sign.
17. Appoint Katherine Ralston to a six-year term, expiring May 7, 2029, on the Economic Development and Brownfield Redevelopment Authority.

Art Jeannot
Commissioner Report
May 14, 2024

- **4/24 - Health Department**
  - The agency is considering hiring a health officer.
  - Commissioner Sauer in his role as Chair of the Health Department will give a more comprehensive report.
- **4/25 - Platte Township**
  - Discussed Headlee and NMC initiatives.
- **5/2 – Lake Township**
  - Discussion on fire mileage and the potential to ask voters for an increase.
  - Further presentation on development of improvement of the non-motorized boat landing at the end of Lake Michigan Dr.
  - Dave Egerer introduced himself as a candidate for probate judge.
- **Other –**
  - Attended meeting for the Benzie Housing Collaborative.
  - Several contacts regarding pending Headlee decision.
  - Several contacts regarding NMC annexation.
  - Attended meeting of the “taxation advisory board”.

14 May 2024

Commissioner Cunningham, District 3 **kcunningham@benzieco.net** **231.822.4067**

Attended/Presented

24 Apr	Benzie Health Services Collaborative (BHSC), a childcare panel presented their programs. https://mail.google.com/mail/u/0/?pli=1#search/benziehsc%40gmail.com/QgrcJHsbjCMfwprjSMwdpxwdgDqbXMZLTbB?projector=1&messagePartId=0.1
29 Apr-1 May	MAC Legislative conference, attended topic sessions: Empowering michigan Families: MiLEAP Child Care Initiatives, Make it in Michigan MEDC Resources for Business and Communities, What the New Renewable Energy Siting Legislation Means for Michigan Counties and Opioid Settlements: Lessons Learned and Next Steps.
2 May	LkTwp
7 May	EDC/Brownfield, Ad Hoc
8 May	Agenda Review
10 May	MAC Environment Regulatory

Community

16 May	Business Accelerator Variety of meetings with constituents concerning water in Beulah/Benzonia, people running for office, why Lake Twp/ District 3 does not broadcast meetings and upcoming milages & Headlee.

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Rhonda Nye
District IV – Benzonia Township
Commissioner Report
May 14, 2024

May 1 – Land Bank Authority

- Property Inventory review and update.
- Exploring program to assist folks with property rights i.e., obtaining PRE and navigating probate.
- Two bids on Thompsonville vacant property – approved sale to Brooke Haase whose target purchaser can't qualify for conventional mortgage but does qualify for VA, RD or other programs.
- Habitat for Humanity built two homes on property purchased from the Land Bank last year and is attempting to build three this year as they were awarded 100k from HFHM Advancing Affordable Housing Grant Program.
- Executive Director directed to negotiate purchase of property at 7440 River Street from Homestretch so property can be attached to home owned by Land Bank and then sold.

May 6 – Village of Benzonia

- Approved forgiveness of water bills at 7440 River Street as requested by Land Bank.
- Approved application for proposed water system improvement project to Drinking Water State Revolving Fund FY25. Project will address:
    - Aged and undersized water mains
    - Surveillance system at water tank and well sites
    - Chemical feed improvements at well #3
    - New mixer at water storage tank
    - New roof and soffit on control house at water Storage Tank
- Signage and wayfinding committee formed.
- ZA approved 2 tiny homes (410 sq. ft.) in trailer park.

May 8 – Benzonia Township

- Considering an allowance for firefighters for use of personal phones in their duty.
- Took action to remove firefighter from roster effective immediately.
- Approved updated FOIA Policy.
- Township is considering turning tax bills over to county for printing and mailing.
- Bond money deposited May 1st, action taken to reimburse general and fire funds for monies borrowed.

May 8 – Building & Grounds

- Garage furnace for EMS Station 2 – sizing information needed to make selection.
- Parking lot light quote – one bid received, consensus to make final push for competing bids.
- Concrete/sidewalk quote – extremely high and will likely require engineered specs.
- Register of Deeds – having difficult time finding contractors to bid on job.

May 9 – Centra Wellness Board

- Officers selected. Chair – Terry Pechacek, Vice Chair – Don Tanner, Secretary – Rhonda Nye.
- NMRE Representative Appointment – Richard Schmidt.
- Northern Lakes discussion – HR audit complete, forensic audit underway.
- 3% employee wage increase approved.
- Resolution being considered to Establish the Centra Wellness Networks Position Regarding Rural Community Behavioral Health Services Delivery in Manistee and Benzie Counties.

April 30 – Centra Wellness Executive Committee

- Discussion regarding Board Representation for current litigation.
- Discussion regarding Board Retreat date.
- Dennis Risser recognition conversation.
- Proposed temporary Step Increase for certain employees covering positions outside the scope of their jobs.

May 13 – MAC Health & Human Services

- Platform discussed and approved.
- Next meeting October 2024.

From: Mail center garysauer53@yahoo.com
Subject: Commissioner Report District 7
Date: May 10, 2024 at 3:16:42 PM
To: cindysauer57@yahoo.com

4-24 Health Department
Continuing to discuss Health Officer, plan to make a determination soon as to moving forward. TB and bird flu discussed as to impact of our state. Audit presentation by Anderson, Tackman and company good audit.

4-25 and 5-9 Road Commission
Learned that trucks ordered, have been pushed back a year and not accepting new orders currently. Platte River School demo to start 5-13. Windows have been removed. Brining to begin May 20.

4-25 Maples (DHHS)
Census at 77 out of 78 beds. Still around 80% are Benzie Residents.

4-25 TB Discussion
DNR is giving the cattle producers till end of 2024 to have cattle tested. Cost for testing to be handled by state.

4-29 thru 5-1 Mac Conference
Breakout sessions Broadband, currently federal program for low income assistance will be out of money soon. Deer Management, over abundance of deer except in UP difficulty in getting new hunters. Green Energy program. MPS commission handling permitting without or without local input. Money given to local units if they agree and work with MPSC. Transportation issues and funding, what to do with crumbling infrastructure and electric cars and hi-breeds. Good conference nd Katie won $250 congrats.

5-1 Joyfield Twp
Normal business

5-2 Blaine Twp
Approved resolution for fire millage on November ballot.

5-7 BVTMC
Approved 2 trail use permits, Ironman and Benzie Sunrise Rotary Bike Tour. Have a draft volunteer waiver for these volunteers that work on the trail to sign. Also attended the Friends board meeting on 5-9, wish to have a good working relationship with this group.

Gary Sauer
Commissioner District 7

NZIE COUNTY CLERK
COURT PLACE
ULAH, MICHIGAN 49617

Destroy Date:_____

May 14, 2024
Closed Session to discuss attorney-client privileged communication related to a matter involving David Wenkel which is exempt from disclosure under Section 13 (1)(g) of the Freedom of Information Act.

Elected Officials And Department Heads

BENZIE SENIOR RESOURCES
BOARD OF DIRECTORS MEETING
MAY 15, 2024
4:30 P.M.
The Gathering Place Senior Center & Conference Call-In

Agenda

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

Call to Order
Pledge of Allegiance
Roll Call

Approval of the May 15, 2024 Agenda
Approval of Minutes from the previous meeting – April 17, 2024
Public Input – Those attending In-person are permitted to participate. (Limit of 3 minutes for individual presentation and 15 minutes for group presentation)

Information Items

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

Action Items

1. Finance Committee Report on the April 2024 Financials with Board of Director's Approval.

New Business

1. Update the Community Meeting Presentation Schedule With Support From All Board Members
2. Update on the Benzie County Commission on Aging Senior Millage
3. Volunteer Opportunity on June 8th at the Benzonia Family Fare Store from 10am-2pm
4. Hand out BSR Facility Vision Study from Integrated Architecture

Old Business

1.

Board Round Table Discussion/Evaluation of Meeting
Adjournment – Board Approval

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

NEXT MEETING – June 19, 2024 @ 4:30 pm
Location: The Gathering Place Senior Center, 10579 Main Street, Honor

DRAFT

Benzie Senior Resources

Board of Directors Meeting

April 17, 2024 Meeting Minutes

Call to Order: Paul Turner called the meeting to order at 4:35pm

Pledge of Allegiance: Said by all present

Roll Call:

In Person:, Victor Dinsmoore, Dinah Haag, Leo Hughes, Rob Manilla, Ingrid Turner, and Paul Turner
Via Conference Call: Tim Markey
Also, In-Person: Eric Cobb, Doug Durand, and Kelly Ottinger
Guest(s):
Excused: Nancy Mullen Call and Rosemary Russell

Approval of the April 17, 2024 Agenda – A motion to approve the agenda with the addition of action item #3 was made by Victor Dinsmoore and seconded by Ingrid Turner. All in-person board members said Aye. Motion approved.

Approval of Minutes from the March 20, 2024 Board Meeting – A motion to accept the minutes was made by Victor Dinsmoore and seconded by Dinah Haag. All in-person board members said Aye. Motion approved.

Public Input: None

Information Items:

A. **Leadership Committee Report –** Paul Turner summarized this month's Leadership Committee meeting: Discussed the status of the Ad Hoc work with Integrated Architecture; Doug Durand provided a staffing update which will be covered during his Executive Director's Report; and we discussed the millage proposal to increase to 1.0mil from the current .85mil and that final proposal language will be reviewed by the County Commissioners at their April 23rd meeting. Doug Durand will be attending the meeting to answer any questions.
B. **Governance Committee Report –** Leo Hughes summarized the Committee's 2nd Quarter actions: Continued to support the Leadership Committee's discovery process with Integrated Architecture; Updated the BOD Composition Worksheet and Committee Membership Summary; Drafted a Quarterly and Annual Committee Reporting format and process.
C. **Personnel and Program Committee Report –** Paul Turner advised that the Committee's 2nd Quarter action was focused on the Volunteer handbook.
D. **Fund Development/Marketing Director Report –** Kelly Ottinger provided a summary of: Grant request status; Donor efforts; Communications and Marketing; Community Engagements; The Blueberry Dash (primary focus) planning efforts.
E. **Executive Director's Report –** Doug Durand provided updates on: Staffing (including the hiring of a new Fiscal Manager); The Volunteer report; Current State and Federal Legislative actions; And that he and the administrative team continue to work on report(s) generation. Doug Durand also reminded the Board that he will be on vacation April 23-30 leaving immediately following the Commissioner's meeting April 23rd.
F. **Program/Services Report – February & March 2024** – Discussed during the Executive Director's Report.
G. **Board of Commissioners Update –** Tim Markey, County Commissioner, provided the following update:
   County
   - The BOC approved a policy regarding Financial Hardship.
   - The BOC is starting the review process for the County Administrator. Her contract will be up soon and will need to be re-done.
   - We continue to re-classify the non-union employees, the clerk's office was done at the last BOC meeting.

DRAFT

- We authorized our county administrator and solid waste coordinator to discuss regionalization with our neighboring counties.
- We are working on updating the elevator at the government center as required by the state of MI

Homestead Fire

- For 2024, Homestead is up to 87 runs.
- The NPS did a couple of prescribed burns in the NP. Both were kind of close to Otter creek.

Action Items:

1. **Financial Committee Report on the February 2024 & March 2024 Financials with Board Approval –** Victor Dinsmoore summarized the February and March financials advising that while we had a $14.5k surplus on a fiscal YTD basis we are $55k behind plan/budget. A motion to approve the February 2024 & March 2024 Financials was made by Rob Manilla and seconded by Paul Turner. Roll Call: Victor Dinsmoore – Yes; Dinah Haag – Yes; Leo Hughes – Yes; Rob Manilla – Yes; Ingrid Turner – Yes; and Paul Turner – Yes; Motion approved.
2. **Adopt a Board Resolution to approve Susan Glass, TGP Senior Center Activity Director, to have a BSR Debit Card to purchase items related to the operations of The Gathering Place Senior Center –** A motion to adopt a Board Resolution to approve Susan Glass, TGP Senior Center Activity Director, to have a BSR Debit Card to purchase items related to the operations of The Gathering Place Senior Center was made by Paul Turner and seconded by Dinah Haag. Roll Call: Victor Dinsmoore – Yes; Dinah Haag – Yes; Leo Hughes – Yes; Rob Manilla – Yes; Ingrid Turner – Yes; and Paul Turner – Yes; Motion approved.
3. **Adopt a Board resolution to add John Eric Cobb, BSR Fiscal Manager, to the State Saving Accounts, American Deposits Management, et al. –** A motion to adopt a Board resolution to add John Eric Cobb, BSR Fiscal Manager, to the State Saving Accounts, American Deposits Management Accounts, et al., was made by Dinah Haag and seconded by Rob Manilla. Roll Call: Victor Dinsmoore – Yes; Dinah Haag – Yes; Leo Hughes – Yes; Rob Manilla – Yes; Ingrid Turner – Yes; and Paul Turner – Yes; Motion approved.

New Business:

1. **Quarterly Committee Reports –** Reviewed above during Information Items
2. **Announcement –** Integrated Architecture BSR BoD Presentation is Scheduled for the May 15th, 2024 BSR BoD Meeting

Old Business: None

Other Business: None

Board Round Table Discussion/Evaluation of Meeting – None

Adjournment: There being no further business to discuss a motion to adjourn was made at 5:37pm by Leo Hughes and seconded by Paul Turner. All in-person board members said Aye. Motion approved.

Respectfully submitted:

Leo Hughes, Secretary, Benzie Senior Resources Board

NEXT MEETING: Wednesday, May 15, 2024 at 4:30 p.m.
Location: The Gathering Place Senior Center, 10579 Main Street, Honor, MI 49640

DRAFT

Benzie Senior Resources
Executive Directors Report
April 2024 – May 2024

Items of Information

For the last two and a half months, my focus has been on stabilizing the accounting department and my workload doubled. However, we are very grateful for Jane for Jane for offering her services as our temporary Finance Manager. With the recent hire of Eric Cobb, I should start to see some transitions of my extra duties to Eric as he gets acclimated to the Fiscal Manager position.

Support staff and the BSR management team have taken on additional roles during these unexpected events. The operation of BSR is moving along as always and program services continue to increase as the growth of the senior population increases.

Staffing Updates
- New full-time Home Healthcare Aide started April 21, 2024.
- New Fiscal Manager started April 16, 2024
- New part-time Kitchen Assistant started May 3, 2024.
- New Contractor Homemaker is starting the week of May 13th.

Volunteer Report
- Four new HDM volunteers have started over the past several weeks and still are seeing the return of our seasonal volunteers.

Legislative News
State – Still finding the time to educate our state legislators for an increase in all the Older Michiganians Older Adults Programs as related to the Fiscal Year 2025 budget.

Program Report for April 2024

Nutritional Programs

Home Delivered Meals
A total of 5,974 HDM meals were provided to 171 clients in April 2024. **Year to date comparison from FY'2023 shows we are up 3.7% or 1,519 meals.**

Congregate Meals
In April 2024, we provided 1,731 congregate meals. **Year to date comparison from FY'2023 shows we are up 10.1% or 1,035 meals.**

Year to date we have provided/delivered 53,793 meals. Overall, we are up by 2,554 additional meals as compared to the same period a year ago.

Other Programs

Homemaker Program – In April 2024, we provided 358 service hours to 103 clients. **Compared to the same period of FY' 2023, service hours are up by 116 hours.**

Guardian Medical Monitoring – In March, we paid for 34 individuals to have a lifeline and/or fall detection devices at no charge to them.

Information & Assistance - The agency handled 1,016 incoming calls in April 2024 regarding Information and Assistance for services and questions related to older adults.

Senior Oral Healthcare Program – We did not receive an invoice from our partner Dental Clinics.

Medicare/MMAP's – Our certified MMAP's counselor assisted 8 individuals in April 2024 at no cost to them.

Foot Care – For April 2024, a total of 63 clients received foot care services at our clinics and 6 clients received in-home footcare.

Estate Planning – Seven individuals received services in April 2024.

Income Tax Services – Through April, 333 clients were served with this free income tax return service with our partnership with Northwest Michigan Community Action Agency.

Senior Essential Needs Fund – No financial assistance was provided in April 2024.

The Gathering Place Senior Center – For April 2024, The Gathering Place Senior Center offered 20 core activities that 801-cumulative number of individuals attended. **Compared to the same period a year ago, patron participation is up 23%.**

In-Home Care Services through April 2024 – Compared to the same period of 2023, total client RN visits are up 10%, Personal Care visits are up 8% and total hours are up by 661.25 hours.

Number of Home Health Care Clients

Month	Medicaid Waiver Care Management	Sliding Scale Fee	Private Pay	Total Clients
October 2023	26	67	1	94
November 2023	27	72	1	100
December 2023	26	62	1	89
January 2024	28	65	1	94
February 2024	26	53	1	80
March 2024	26	55	1	82
April 2024	29	56	1	86
May 2024				
June 2024				
July 2024				
August 2024				
September 2024				

Client Total Hours

Month	Medicaid Waiver Care Management PACENorth	Sliding Scale Fee	Private Pay	Assessments And Wound Care	Total Hours
October 2023	514.5	497.25	0	80	1091.75
November 2023	522	454	0	70	1046
December 2023	458.25	445	0	55	958.25
January 2024	543	409.5	1	68	1021.5
February 2024	495.75	437.25	0	71	1004
March 2024	469.75	418.5	1	68	957.25
April 2024	508.25	492	0	66	1066.25
May 2024					
June 2024					
July 2024					
August 2024					
September 2024					
TOTALS	**3511.50**	**3153.50**	**2**	**478**	**7145**

Client Total Visits

	RN Assessments	RN Med Management	Personal Care	Respite	Homemaking	In home Foot Care/ Wound care	Totals
October 2023	80	54	443	13	8	6	604
November 2023	70	51	407	12	14	3	557
December 2023	55	56	364	11	10	4	500
January 2024	68	55	393	7	12	6	541
February 2024	71	47	388	7	15	4	532
March 2024	68	34	371	6	13	4	496
April 2024	66	48	419	28	69	6	636
May 2024							
June 2024							
July 2024							
August 2024							
September 2024							
TOTALS	**478**	**345**	**2785**	**84**	**141**	**33**	**3866**

BENZIE SENIOR RESOURCES
Statement of Financial Position
As of April 30, 2024

	Apr 30, 24	Sep 30, 23	$ Change
ASSETS			
Current Assets			
Checking/Savings			
001 · STATE SAVINGS BANK CHECKING	232,184.40	135,902.37	96,282.03
003 · STATE SAVINGS BANK HRA	1.93	1,885.16	-1,883.23
011 · AMERICAN DEPOSIT MANAGEMENT	482,188.55	615,400.91	-133,212.36
012 · HOME DEPOT DEBIT CARDS	8,100.00	0.00	8,100.00
Total Checking/Savings	722,474.88	753,188.44	-30,713.56
Accounts Receivable			
1200 · Accounts Receivable	3,353.90	39,515.71	-36,161.81
Total Accounts Receivable	3,353.90	39,515.71	-36,161.81
Other Current Assets			
109 · INVENTORY	11,428.88	9,066.62	2,362.26
1499 · Undeposited Funds	0.00	4,366.05	-4,366.05
Total Other Current Assets	11,428.88	13,432.67	-2,003.79
Total Current Assets	737,257.66	806,136.82	-68,879.16
Fixed Assets			
150 · BUILDING	480,375.70	480,375.70	0.00
151 · VEHICLES	208,526.00	208,526.00	0.00
152 · EQUIPMENT	170,977.38	170,908.48	68.90
157 · LAND IMPROVEMENTS	1,800.00	1,800.00	0.00
160 · ACCUMULATED DEPRECIATION	-498,332.59	-474,540.43	-23,792.16
Total Fixed Assets	363,346.49	387,069.75	-23,723.26
TOTAL ASSETS	1,100,604.15	1,193,206.57	-92,602.42
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	42,749.86	46,607.11	-3,857.25
Total Accounts Payable	42,749.86	46,607.11	-3,857.25
Other Current Liabilities			
2100 · Payroll Liabilities	0.00	7,215.78	-7,215.78
220 · ACCRUED VACATION LIABILITY	0.00	47,789.53	-47,789.53
223 · JOHN HANCOCK PAYABLE	0.00	2,208.26	-2,208.26
MARTIN - GARNISHMENT	-0.22	0.00	-0.22
205 · PREPAID TRIP/INSURANCE	3,234.39	0.00	3,234.39
2100 · Payroll Liabilities	3,794.30	0.00	3,794.30
232 · AFLAC PAYABLE	461.82	742.42	-280.60
239 · ACCRUED WAGES	0.00	43,029.77	-43,029.77
Total Other Current Liabilities	7,490.29	100,985.76	-93,495.47
Total Current Liabilities	50,240.15	147,592.87	-97,352.72
Long Term Liabilities			
250 · MORTGAGE PAYABLE	85,844.99	91,153.07	-5,308.08
253 · LEASE PAYABLE	3,203.58	4,138.15	-934.57
260 · NET PENSION LIABILITY	592,403.00	592,403.00	0.00
Total Long Term Liabilities	681,451.57	687,694.22	-6,242.65
Total Liabilities	731,691.72	835,287.09	-103,595.37
Equity			
Net Assets w/ Donor Restriction	7,318.00	7,318.00	0.00
Net Assets w/o Donor Restrictio	350,601.48	350,601.48	0.00
3900 · NET ASSETS	357,919.48	491,471.91	-133,552.43
3900D0 · FUND BALANCE	-357,919.48	-357,919.48	0.00
Net Income	10,992.95	-133,552.43	144,545.38
Total Equity	368,912.43	357,919.48	10,992.95
TOTAL LIABILITIES & EQUITY	1,100,604.15	1,193,206.57	-92,602.42

Benzie Senior Resources
Statement of Financial Income and Expense - Monthly

05/10/2024

Accrual Basis

April 2024

	Apr 2024	Budget	$ Change
ORDINARY INCOME/EXPENSE			
INCOME			
519.03 · TITLE III C2 INCOME	9,893.25	9,893.00	0.25
519.04 · FEDERAL USDA	9,980.00	12,500.00	(2,520.00)
519.05 MIPPA (MMAP)	0.00	150.00	(150.00)
519.06 WAIVER-SNOW REMOVAL	0.00	540.00	(540.00)
540 · GRANTS	10,100.00	13,750.00	(3,650.00)
561 - HDM WAIVER	2,392.00	2,009.00	383.00
642 · CHARGES FOR SERVICES/CONT	33.00	283.00	(250.00)
642.01 · FEE FOR SERVICE/CHORE	0.00	0.00	0.00
642.02 · FEE FOR SERVICE/HOMEMAKER	2,927.00	3,500.00	(573.00)
642.03 - FEE FOR SERV/SNOW REMOVAL	(3,955.00)	0.00	(3,955.00)
642.06 - BENZIE BUS HEALTH RIDE	169.00	85.00	84.00
642.1 - FEE FOR SLIDING SCALE CLIENTS	11,100.13	8,365.00	2,735.13
642.05 - FEE FOR PRIVATE PAY & INS	0.00	363.00	(363.00)
670 - CLIENT INCOME	9,845.17	11,550.00	(1,704.83)
671 - PACE NORTH Client Income	741.00	590.00	151.00
672 - BANCARD CONVENIENCE FEE	97.07	0.00	97.07
673 · NEWSLETTER SUB	30.00	40.00	(10.00)
675 · DONATIONS	20,155.54	15,500.00	4,655.54
676 · MILLAGE	111,108.00	111,108.00	0.00
677· FUNDRAISING INCOME	3,707.50	0.00	3,707.50
680 · VOLUNTEER WAGES (IN-KIND).	11,367.30	8,750.00	2,617.30
681 - IN-KIND (non-volunteer)	0.00	0.00	0.00
690 - TRIP INCOME	0.00	0.00	0.00
SPONSORSHIP INCOME	60.00	2,050.00	(1,990.00)
691 - MISC INCOME	0.00	0.00	0.00
Other	300.00	0.00	300.00
TOTAL INCOME	200,050.96	201,026.00	(975.04)
GROSS PROFIT	200,050.96	201,026.00	(975.04)
EXPENSE			
700 - ACCOUNTING FEES	2,162.50	0.00	2,162.50
705 · SALARY AND WAGES	85,230.57	88,614.00	(3,383.43)
705.1 TRAVEL TIME	1,384.53	1,540.00	(155.47)
708 · PAYROLL TAX EXPENSE	6,461.85	6,320.00	141.85
708.1 UNEMPLOYMENT INSURANCE AGENC'	499.05	400.00	99.05
709 · EDUCATION/TRAINING	221.00	160.00	61.00
710 · EVENTS	0.00	165.00	(165.00)
711 · TGPSC ACTIVITIES	152.30	375.00	(222.70)
715 · CLOTHING ALLOWANCE	0.00	0.00	0.00
717 · DUES/SUBSCRIPTIONS	2,905.45	1,455.00	1,450.45
720 - BAD DEBT	0.00	0.00	0.00
721 · COMPUTER EXPENSES	2,970.19	3,258.00	(287.81)
725 · FRINGE BENEFITS	5,880.07	14,282.00	(8,401.93)

April 2024

	Apr 2024	Budget	$ Change
726 - FUNDRAISING/MARKETING EXP	972.00	100.00	872.00
727 · SUPPLIES	11,101.40	3,580.00	7,521.40
727.2 · OFFICE EXP	1,497.61	1,535.00	(37.39)
727.3 - POSTAGE	76.93	497.00	(420.07)
727.4 - ADVERTISING	0.00	200.00	(200.00)
740 · FOOD	29,112.57	22,165.00	6,947.57
819 · CONTRACTUAL	14,186.00	16,805.00	(2,619.00)
820 · VOLUNTEER WAGES (IN-KIND)	11,367.30	8,750.00	2,617.30
825 · VOLUNTEER EXPENSES	1,618.83	4,095.00	(2,476.17)
850 · TELEPHONE	977.37	715.00	262.37
861 · TRAVEL/MILEAGE/GAS	3,713.55	3,370.00	343.55
900 · INTEREST EXPENSE	341.55	230.00	111.55
910 · INSURANCE	1,279.20	4,150.00	(2,870.80)
915 · PROJECTS	0.00	835.00	(835.00)
920 · UTILITIES	5,543.71	2,865.00	2,678.71
940 · DEPRECIATION EXPENSE	3,398.88	3,500.00	(101.12)
980 · EQUIPMENT/REPAIRS	3,275.84	2,040.00	1,235.84
980.1 - OUTDOOR MAINTENANCE	527.50	90.00	437.50
980.2 - INDOOR MAINTENANCE	150.00	150.00	0.00
981-HDM FLEET MAINTENANCE/GAS	3,578.63	1,935.00	1,643.63
991 - TRIP EXPENSE	0.00	0.00	0.00
Other	1,905.52	0.00	1,905.52
			0.00
TOTAL EXPENSE	202,491.90	194,176.00	8,315.90
NET ORDINARY INCOME	(2,440.94)	6,850.00	(9,290.94)
OTHER INCOME/EXPENSES			
OTHER INCOME			
990 · INTEREST/DIVIDEND INCOME	1,926.62	1,835.00	91.62
999 - OTHER INCOME	(3,325.00)	165.00	(3,490.00)
TOTAL OTHER INCOME	(1,398.38)	2,000.00	(3,398.38)
OTHER EXPENSE			
999.1 · OTHER EXPENSE	0.00	165.00	(165.00)
99999 - LEGAL EXPENSE	0.00	85.00	(85.00)
TOTAL OTHER EXPENSE	0.00	250.00	(250.00)
NET OTHER INCOME	(1,398.38)	1,750.00	(3,148.38)
NET INCOME	**(3,839.32)**	**8,600.00**	**(12,439.32)**

Benzie Senior Resources
Statement of Financial Income and Expense - YTD

05/10/2024

Accrual Basis

October 2023-April 2024

	Oct-Apr 2024	Budget	$ Change
ORDINARY INCOME/EXPENSE			
INCOME			
519.03 · TITLE III C2 INCOME	69,252.75	69,253.00	(0.25)
519.04 · FEDERAL USDA	35,006.79	41,250.00	(6,243.21)
519.05 MIPPA (MMAP)	2,000.00	1,650.00	350.00
519.06 - WAIVER-SNOW REMOVAL	1,845.00	2,700.00	(855.00)
540 · GRANTS	81,450.00	96,250.00	(14,800.00)
561 - HDM WAIVER	13,312.00	12,054.00	1,258.00
642 · CHARGES FOR SERVICES/CONT	2,059.30	1,981.00	78.30
642.01 · FEE FOR SERVICE/CHORE	(631.00)	0.00	(631.00)
642.02 · FEE FOR SERVICE/HOMEMAKER	23,038.45	18,968.00	4,070.45
642.03 - FEE FOR SERV/SNOW REMOVAL	18,743.00	27,200.00	(8,457.00)
642.06 - BENZIE BUS HEALTH RIDE	579.00	595.00	(16.00)
642.1 - FEE FOR SLIDING SCALE CLIENTS	34,856.89	50,182.00	(15,325.11)
642.05 - FEE FOR PRIVATE PAY & INS	52.00	2,178.00	(2,126.00)
670 - CLIENT INCOME	79,617.60	69,276.00	10,341.60
671 - PACE NORTH Client Income	3,399.50	3,540.00	(140.50)
672 - BANCARDCONVENIENCE FEE	212.41	0.00	212.41
673 · NEWSLETTER SUB	250.00	280.00	(30.00)
675 · DONATIONS	92,676.30	107,000.00	(14,323.70)
676 · MILLAGE	769,274.99	777,756.00	(8,481.01)
677· FUNDRAISING INCOME	55,501.17	80,750.00	(25,248.83)
680 · VOLUNTEER WAGES (IN-KIND).	67,983.30	61,250.00	6,733.30
681 - IN-KIND (non-volunteer)	8,091.40	6,000.00	2,091.40
690 - TRIP INCOME	0.00	0.00	0.00
679 - SPONSORSHIP INCOME	765.00	2,050.00	(1,285.00)
691 - TGP ACTIVITIES	2,893.20	0.00	2,893.20
Other	0.00	0.00	0.00
TOTAL INCOME	1,362,229.05	1,432,163.00	(69,933.95)
GROSS PROFIT	1,362,229.05	1,432,163.00	(69,933.95)
EXPENSE			
700 - ACCOUNTING FEES	11,812.50	9,000.00	2,812.50
705 · SALARY AND WAGES	611,909.51	618,770.00	(6,860.49)
705.1 TRAVEL TIME	9,952.58	11,535.00	(1,582.42)
708 · PAYROLL TAX EXPENSE	45,615.86	43,970.00	1,645.86
708.1 UNEMPLOYMENT INSURANCE AGENC'	4,401.05	3,940.00	461.05
709 · EDUCATION/TRAINING	1,195.28	1,120.00	75.28
710 · EVENTS	134.89	1,155.00	(1,020.11)
711 · TGPSC ACTIVITIES	850.58	2,625.00	(1,774.42)
715 · CLOTHING ALLOWANCE	0.00	0.00	0.00
717 · DUES/SUBSCRIPTIONS	5,751.25	5,830.00	(78.75)
720 - BAD DEBT	0.00	0.00	0.00
721 · COMPUTER EXPENSES	22,895.70	22,806.00	89.70
725 · FRINGE BENEFITS	55,349.95	51,991.00	3,358.95

October 2023-April 2024

	Oct-Apr 2024	Budget	$ Change	
726 - FUNDRAISING/MARKETING EXP	5,564.72	3,255.00	2,309.72	
727 · SUPPLIES	25,875.06	25,060.00	815.06	
727.2 · OFFICE EXP	13,168.42	10,745.00	2,423.42	
727.3 - POSTAGE	2,110.38	3,479.00	(1,368.62)	
727.4 - ADVERTISING	4,514.38	3,450.00	1,064.38	
740 · FOOD	146,298.98	155,170.00	(8,871.02)	
819 · CONTRACTUAL	133,825.75	158,155.00	(24,329.25)	
820 · VOLUNTEER WAGES (IN-KIND)	67,983.30	61,250.00	6,733.30	
825 · VOLUNTEER EXPENSES	6,339.07	10,180.00	(3,840.93)	
850 · TELEPHONE	5,393.05	5,005.00	388.05	
861 · TRAVEL/MILEAGE/GAS	26,850.59	24,380.00	2,470.59	
900 · INTEREST EXPENSE	1,936.92	1,610.00	326.92	
910 · INSURANCE	28,289.50	34,900.00	(6,610.50)	
915 · PROJECTS	11,628.32	14,125.00	(2,496.68)	
920 · UTILITIES	21,906.13	20,070.00	1,836.13	
940 · DEPRECIATION EXPENSE	23,792.16	24,500.00	(707.84)	
980 · EQUIPMENT/REPAIRS	24,866.41	14,295.00	10,571.41	
980.1 - OUTDOOR MAINTENANCE	5,937.55	6,860.00	(922.45)	
980.2 - INDOOR MAINTENANCE	906.25	1,050.00	(143.75)	
981-HDM FLEET MAINTENANCE/GAS	15,478.25	13,560.00	1,918.25	
991 - TRIP EXPENSE	0.00	0.00	0.00	
Other	24,273.14	0.00	24,273.14	
			0.00	
TOTAL EXPENSE	1,366,807.48	1,363,841.00	2,966.48	
NET ORDINARY INCOME	(4,578.43)	68,322.00	(72,900.43)	
OTHER INCOME/EXPENSES				
OTHER INCOME				
990 · INTEREST/DIVIDEND INCOME	16,864.81	12,845.00	4,019.81	68.0%
999 - OTHER INCOME	1,122.57	1,156.00	(33.43)	222.0%
TOTAL OTHER INCOME	17,987.38	14,001.00	3,986.38	80.8%
OTHER EXPENSE				
999.1 · OTHER EXPENSE	0.00	575.00	(575.00)	0.0%
99999 - LEGAL EXPENSE	2,416.00	1,165.00	1,251.00	120.1%
TOTAL OTHER EXPENSE	2,416.00	1,740.00	676.00	80.5%
NET OTHER INCOME	15,571.38	12,261.00	3,310.38	
NET INCOME	**10,992.95**	**80,583.00**	**(69,590.05)**	

April 2024 Journal Entry Summary

877. JE to record Home Depot Grant $8,100.00
878. JE to record April depreciation expense (non-cash transaction) *
871. JE to record April inventory at month end *
875. JE to record Insufficient Funds Check $2.00
876. JE to record Susan's Mitten Fundraiser
876. JE to record April volunteer hours in-kind wages *
878. JE to record April payroll spread across all programs- original payroll entry posts to one class *
879. JE to reclass April payroll health insurance deductions from "uncategorized" to appropriate class, i.e. Home Health and Admin *
875. JE to reclass April payroll mileage reimbursements from "uncategorized" to appropriate class, i.e. Home Health and Admin *

*** Monthly recurring Journal Entries.**

Finance Report

BILLS TO BE APPROVED		May 28, 2024
Motion to approve Vouchers in the amount of:		
$	105,207.30	General Fund (101)
$	13,604.19	Ambulance Fund & ALS (210)
$	22,274.67	Jail (213)
$	5,488.32	Fund 105-238
$	183.49	Building (249)
$	2,392.55	ACO Fund (251)
$	4,756.44	Dispatch 911 Fund (261)
$	19,146.40	Fund 239-292
$	127,894.18	Fund 293-690
$	5,716.40	Fund 701
$	1,701.82	Fund 702-771
$	**308,365.76**	

Payable May 10 to May 23

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
5/16/2024	$ 44,709.73	$ 8,294.96	$ 7,231.57	$ 2,344.18	$ -	$ 873.11	$ 2,356.10	$ 10,613.99	$ 122,947.01	$ 3,844.77	$ -	$ 203,215.42
	$ 1,724.09	$ 19.98	$ 130.35	$ 9.99	$ -	$ 26.23	$ 31.48	$ 20.49	$ -	$ -	$ -	$ 1,962.61
EFT 05/16/24	$ 5,982.19	$ 178.49	$ 2,311.96	$ -	$ -	$ 201.77	$ 270.27	$ -	$ -	$ -	$ -	$ 8,944.68
5/23/2024	$ 44,835.91	$ 3,805.91	$ 8,605.03	$ 1,106.36	$ 73.57	$ 176.28	$ 822.09	$ 8,424.07	$ 2,170.32	$ 2,487.63	$ 1,701.82	$ 74,208.99
EFT 05/23/2024	$ 8,330.38	$ 1,304.85	$ 3,995.76	$ 2,027.79	$ 109.92	$ 1,115.16	$ 1,276.50	$ 87.85	$ 2,776.85	$ -	$ -	$ 21,025.06
VOIDED & INVOICE CK 93283 &54584	$ (40.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (40.00)
VOIDED CK 93456	$ (335.00)	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ (440.00)	$ -	$ (775.00)
VOIDED CK 89330	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (176.00)	$ -	$ (176.00)
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
Totals	$ 105,207.30	$ 13,604.19	$ 22,274.67	$ 5,488.32	$ 183.49	$ 2,392.55	$ 4,756.44	$ 19,146.40	$ 127,894.18	$ 5,716.40	$ 1,701.82	$ 308,365.76

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

INVOICE GL DISTRIBUTION REPORT FOR BENZIE COUNTY
EXP CHECK RUN DATES 05/10/2024 - 05/23/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 101 BOARD OF COMMISSIONERS					
101-101-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	18.92	93978
101-101-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	1,018.63	93892
101-101-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT#842083652-00001 COUNTY CELLPHONES	43.63	93982
101-101-900.00	PRINTING & PUBLISHING	DA DESIGNS	COMMUNITY IMPACT FLYER	225.00	93872
101-101-900.00	PRINTING & PUBLISHING	THE PIONEER GROUP	BOC ADVISORY COMMITTEE AD	19.35	93910
101-101-955.00	DUES & REGISTRATIONS	NMCA TREASURER	DUES FOR CALENDAR YEARS 24-25	75.00	93899
		Total For Dept 101 BOARD OF COMMISSIONERS		1,400.53	
Dept 172 ADMINISTRATOR					
101-172-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	109.73	93978
101-172-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	10.50	93978
101-172-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	582.07	93892
101-172-800.00	CONTRACTED SERVICES	MITCHELL SHAPIRO	APRIL 2024 83 HOURS OF WORK LEADING UP	7,470.00	93894
101-172-800.00	CONTRACTED SERVICES	BENZIE-LEELANAU DIST. HEAI	RACHEL POMEROY-MIRIHUANA OPERATION & OV	2,000.00	93929
101-172-800.00	CONTRACTED SERVICES	GROW BENZIE	FEB-APRIL 2024 BROAD BAND INITIATVE INV	7,012.50	93950
		Total For Dept 172 ADMINISTRATOR		17,184.80	
Dept 215 COUNTY CLERK					
101-215-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	201.05	93978
101-215-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	17.50	93978
101-215-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	873.11	93892
		Total For Dept 215 COUNTY CLERK		1,091.66	
Dept 228 TECHNOLOGY					
101-228-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	829.08	67
		Total For Dept 228 TECHNOLOGY		829.08	
Dept 233 CENTRAL SERVICES					
101-233-730.00	POSTAGE	U.S. POSTMASTER - BEULAH	ANNUAL MAILING PERMIT #10	320.00	93915
101-233-730.00	POSTAGE	FP FINANCE PROGRAM	POSTAGE FOR METER	2,500.00	66
101-233-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	1,168.44	93919
101-233-874.00	MEDICAL INSURANCE - RETIREES	BLUE CARE NETWORK	GROUP#00189733 SUB#0002 JUNE 2024 RETIF	4,650.25	93864
101-233-940.20	EQUIPMENT LEASE	APPLIED INNOVATION	SUM OF EQUIPMENT BASE CHARGES	214.72	93855
101-233-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP, INC.	CUSTOMER #40027957 CONTRACT #40027957-1	120.97	93908
101-233-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP, INC.	CUSTOMER #40008416 CONTRACT #40035973-1	138.65	93908
101-233-940.20	EQUIPMENT LEASE	TEAM FINANCIAL GROUP, INC.	CUSTOMER #40032368 CONTRACT #40032368-1	375.75	93908
101-233-940.20	EQUIPMENT LEASE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	555.65	93919
101-233-940.20	EQUIPMENT LEASE	FP FINANCE PROGRAM	POSTAGE METER RENTAL	234.00	93947
		Total For Dept 233 CENTRAL SERVICES		10,278.43	
Dept 253 COUNTY TREASURER					
101-253-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	91.66	93978
101-253-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	10.50	93978
101-253-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	582.08	93892
101-253-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	485.00	67
101-253-860.00	TRAVEL	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	13.77	67
101-253-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	224.14	67
		Total For Dept 253 COUNTY TREASURER		1,407.15	
Dept 257 EQUALIZATION DEPARTMENT					
101-257-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	78.24	93978
101-257-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	10.50	93978
101-257-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	582.08	93892

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 257 EQUALIZATION DEPARTMENT					
101-257-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	10.55	67
		Total For Dept 257 EQUALIZATION DEPARTMENT		681.37	
Dept 262 ELECTIONS					
101-262-721.00	PER DIEM	GARY GIELCZYK	BOARD OF CANVASSERS	40.00	93949
101-262-721.00	PER DIEM	JAN MILLER	BOARD OF CANVASSERS	40.00	93953
101-262-721.00	PER DIEM	MAUREEN JEANNOT	BOARD OF CANVASSERS	40.00	93959
101-262-721.00	PER DIEM	PETE BROWN	BOARD OF CANVASSERS	40.00	93971
101-262-727.00	OFFICE SUPPLIES - BALLOTS	ELECTION SOURCE	TABULATOR CODING-ELECTION	4,010.02	93874
101-262-860.00	TRAVEL	GARY GIELCZYK	BOARD OF CANVASSERS	8.04	93949
101-262-860.00	TRAVEL	JAN MILLER	BOARD OF CANVASSERS	1.34	93953
101-262-860.00	TRAVEL	MAUREEN JEANNOT	BOARD OF CANVASSERS	6.03	93959
101-262-860.00	TRAVEL	PETE BROWN	BOARD OF CANVASSERS	1.34	93971
101-262-905.00	PRINTING & PUBLISHING - SUPPLY K	THE PIONEER GROUP	NOTICE OF ELECTIONS	789.75	93910
		Total For Dept 262 ELECTIONS		4,976.52	
Dept 265 BUILDING & GROUNDS					
101-265-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	28.62	93978
101-265-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978
101-265-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
101-265-750.00	MAINTENANCE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	104.44	67
101-265-750.00	MAINTENANCE SUPPLIES	KSS	SUPPLIES FOR JAIL	77.93	93956
101-265-750.00	MAINTENANCE SUPPLIES	NUGENT ACE HARDWARE	WHISKEY BARREL PLANTER	25.99	93968
101-265-821.00	GARBAGE DISPOSAL	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	367.37	67
101-265-850.00	TELEPHONE	CENTURYLINK	30343955 COMMUNICATION	38.79	93867
101-265-853.00	CELL PHONES	VERIZON WIRELESS	ACCT#842083652-00001 COUNTY CELLPHONES	43.63	93982
101-265-923.00	FUEL - NATURAL GAS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	1,297.98	67
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT #1000 0051 4248 MAIN BUILDING ELEC	4,871.49	65
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT# 1000 0051 4313 JAIL 04/07/24-05/0	1,035.86	65
101-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT#1000 0586 8649 GARAGE GOV CENTER 0	74.84	65
101-265-935.00	BUILDING REPAIRS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	94.99	67
101-265-970.00	EQUIPMENT	NUGENT ACE HARDWARE	HOSES FOR WATERING FRONT WALK	99.96	93901
		Total For Dept 265 BUILDING & GROUNDS		8,310.91	
Dept 266 LEGAL & CONTRACTED SERVICES					
101-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	2,280.56	93935
101-266-815.20	ADMINISTRATION FEES - MANISTEE	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	1,166.67	93958
		Total For Dept 266 LEGAL & CONTRACTED SERVICES		3,447.23	
Dept 283 CIRCUIT COURT					
101-283-702.00	SALARY - ELECTED OFFICIALS	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	10,661.12	93958
101-283-725.00	COST OF FRINGE BENEFITS - TO MAN	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	7,663.34	93958
101-283-800.00	CONTRACTED SVCS - THINKING MATTE	CATHOLIC HUMAN SERVICES, I	SPLIT INVOICE BETWEEN MANISTEE & BENZIE	791.68	93934
101-283-802.00	TRANSCRIPTS	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	325.20	93958
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	MCDONALD, PATRICK	COURT APPOINTED ATTY FOR VARIOUS NA CAS	1,338.75	93890
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	NICHOLAS BROWN LAW, PLLC	COURT APPOINTED ATTY FOR VARIOUS NA CAS	2,631.74	93898
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	SPILLAN, JOHN	COURT APPOINTED ATTY - NA FEES	1,933.75	93905
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	BARE & WESTFALL, P.C.	PETITION NO. 1905 PECKHAM/COWLES	142.50	93924
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	BARE & WESTFALL, P.C.	CHRISTOPHER MYERS	135.00	93924
101-283-810.00	LEGAL FEES - COURT APPOINTED ATT	MCDONALD, PATRICK	COURT APPOINTED ATTY FOR VARIOUS NA CAS	1,387.95	93961
101-283-812.00	APPEALS COURT - LEGAL FEES	THE LAW OFFICE OF ASHLEY S	APPELLATE ATTORNEY ORDER FOR PAYMENT	13.00	93909
101-283-812.00	APPEALS COURT - LEGAL FEES	THE LAW OFFICE OF ASHLEY S	APPELLATE ATTORNEY ORDER	65.00	93909
101-283-860.00	TRAVEL	PAIGE PICARDAT	05/08/24 COURT RECORDER	45.56	93970

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 283 CIRCUIT COURT					
101-283-962.00	JIS RELATED COSTS	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	638.08	93958
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFFI	11 DRUG TESTS FOR AA	55.00	93926
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFFI	6 DRUG TESTS FOR AT	30.00	93926
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFFI	18 DRUG TESTS FOR GCB	90.00	93926
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFFI	11 DRUG TESTS FOR JP	55.00	93926
101-283-967.00	PROJECT EXPENSES - DRUG COURT GR	BENZIE COUNTY SHERIFF OFFI	21 DRUG TESTS FOR LH	105.00	93926
		Total For Dept 283 CIRCUIT COURT		28,107.67	
Dept 286 DISTRICT COURT					
101-286-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	182.54	93978
101-286-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	23.28	93978
101-286-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	1,018.63	93892
101-286-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	336.30	67
101-286-727.00	OFFICE SUPPLIES	MCCARDEL WATER CONDITIONIN	BOTTLED WATER	47.00	93960
101-286-727.00	OFFICE SUPPLIES	THOMSON REUTERS - WEST	MI PROBATE LAW AND RULES 2024	717.00	93980
101-286-805.10	PROBATE CT APPOINTED ATTORNEY	JOHNSON, BRIAN	ATTY FEES	90.00	93885
101-286-806.00	SCREENING FEES	OPEN DOOR ASSESSMENTS, LLC	SCREENING FEES	75.00	93969
101-286-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT#842083652-00001 COUNTY CELLPHONES	195.29	93982
101-286-900.00	PRINTING & PUBLISHING	MICHIGAN LAWYERS WEEKLY	SUBSCRIPTION TO MICHIGAN LAWYERS WEEKLE	428.00	93964
101-286-955.00	DUES & REGISTRATIONS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	288.97	67
101-286-956.20	EXAMINATIONS-DEV DISABLED	GAWLINSKI GUIDANCE & COUNS	D.V. ASSESSMENT/EVALUATION	150.00	93879
		Total For Dept 286 DISTRICT COURT		3,552.01	
Dept 296 PROSECUTING ATTORNEY					
101-296-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	161.87	93978
101-296-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	21.00	93978
101-296-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	873.11	93892
101-296-727.00	OFFICE SUPPLIES	SONYA POTTS	MILEAGE FOR OM CONFERENCE 04-11-2024	223.78	93904
101-296-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	KINDLE SCRIBE FOR PROSECUTORS OFFICE	516.95	93921
101-296-814.00	DIRECT VICTIMS NEEDS - EXPENSES	DAVID WITTROCK	REIMBURSED DIRECT VICTIM NEEDS-SECURITY	317.08	93939
101-296-853.00	CELLULAR PHONES	VERIZON WIRELESS	ACCT#842083652-00001 COUNTY CELLPHONES	87.26	93982
101-296-901.00	RESOURCE MATERIALS	RELX INC. DBA LEXISNEXIS	INV 3095111292 APRIL 2024	181.00	93974
		Total For Dept 296 PROSECUTING ATTORNEY		2,382.05	
Dept 301 SHERIFF					
101-301-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	513.68	93978
101-301-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	56.00	93978
101-301-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	4,947.64	93892
101-301-748.00	GAS, OIL & GREASE	WEX BANK	0496-00-471994-4 FUEL BCSO	182.17	93983
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, INC.	BRAKES FOR 21-3	1,208.94	93882
101-301-749.00	VEHICLE REPAIRS	HEIGES PERFORMANCE, INC.	DODGE DURANGO BREAKS 20-2	975.88	93882
101-301-751.00	UNIFORMS	EMBROID ME OF TRAVERSE CIT	ROAD / JAIL SHIRTS	75.00	93944
101-301-800.00	CONTRACTED SERVICES	STATE OF MICHIGAN (#38-600	STATEWIDE RECORD MANAGEMENT SYSTEM FOR	3,600.00	93906
101-301-835.10	BLOOD RESTITUTIONS	COUNTY OF BENZIE	CBMI-24-0329:1 BLOOD DRAW	75.00	93870
101-301-835.10	BLOOD RESTITUTIONS	COUNTY OF BENZIE	CBMI-24-0506:1 BLOOD DRAW	75.00	93870
101-301-835.10	BLOOD RESTITUTIONS	COUNTY OF BENZIE	CBMI-24-0171:1 BLOOD DRAWS	75.00	93870
101-301-853.00	CELLULAR PHONES-ROAD PATROL	AT & T MOBILITY	SHERIFFS OFFICE BILLING FOR CELL PHONES	605.89	93856
101-301-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	856.31	67
101-301-970.00	EQUIPMENT	GALL'S, LLC	EQUIPMENT FOR MEGAN	45.56	93878
101-301-970.00	EQUIPMENT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	280.22	67
		Total For Dept 301 SHERIFF		13,572.29	
Dept 333 SECONDARY ROAD PATROL					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 333 SECONDARY ROAD PATROL					
101-333-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	35.08	93978
101-333-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978
101-333-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
101-333-748.00	GAS, OIL & GREASE	WEX BANK	0496-00-471994-4 FUEL BCSO	23.57	93983
		Total For Dept 333 SECONDARY ROAD PATROL		207.67	
Dept 334 ZERO TOLERANCE, BAILIFF					
101-334-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	582.08	93892
		Total For Dept 334 ZERO TOLERANCE, BAILIFF		582.08	
Dept 426 EMERGENCY MANAGEMENT					
101-426-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	36.60	93978
101-426-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978
101-426-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
101-426-860.00	TRAVEL	HUBERS, REBECCA	TRAVEL HUBERS - MAY	350.12	93883
101-426-957.00	MISCELLANEOUS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	50.00	67
101-426-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	301.04	67
101-426-970.00	EQUIPMENT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	304.29	67
		Total For Dept 426 EMERGENCY MANAGEMENT		1,191.07	
Dept 442 DRAIN COMMISSION					
101-442-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
		Total For Dept 442 DRAIN COMMISSION		145.52	
Dept 648 MEDICAL EXAMINER					
101-648-800.00	CONTRACTED SERVICES	MANISTEE COUNTY - ADMINIS1	MANISTEE COURT COST REIMB FOR APRIL 202	2,234.34	93958
		Total For Dept 648 MEDICAL EXAMINER		2,234.34	
Dept 662 JUVENILE DIVISION					
101-662-702.00	WAGES	MANISTEE COUNTY - ADMINIS1	MANISTEE COURT COST REIMB FOR APRIL 202	1,573.62	93958
		Total For Dept 662 JUVENILE DIVISION		1,573.62	
Dept 710 MSU EXTENSION					
101-710-800.00	CONTRACTED SERVICES	MICHIGAN STATE UNIVERSITY	PRYBYLSKI PAY	1,029.30	93965
		Total For Dept 710 MSU EXTENSION		1,029.30	
Dept 711 REGISTER OF DEEDS					
101-711-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	54.42	93978
101-711-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	10.50	93978
101-711-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	582.08	93892
101-711-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	(14.07)	67
		Total For Dept 711 REGISTER OF DEEDS		632.93	
Dept 713 SURVEYOR					
101-713-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
		Total For Dept 713 SURVEYOR		145.52	
Dept 751 PARKS & RECREATION DEPARTMENT					
101-751-721.00	PER DIEM	BARB IKENS	PARKS AND RECREATION MEETING	40.00	93923
101-751-721.00	PER DIEM	DUPERRON, SEAN	PARKS AND RECREATION MEETING	40.00	93943
101-751-721.00	PER DIEM	HOOGTERP, EDWARD	PARKS AND RECREATION MEETING	40.00	93951
101-751-721.00	PER DIEM	JOHNSON, SHAUN	PARKS AND RECREATION MEETING	40.00	93954
101-751-721.00	PER DIEM	KRAUS, CHARLES	PARKS AND RECREATION MEETING	40.00	93955
101-751-721.00	PER DIEM	SKURDALL, BARBARA	PARKS AND RECREATION MEETING	40.00	93977

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 751 PARKS & RECREATION DEPARTMENT					
101-751-860.00	TRAVEL	BARB IKENS	PARKS AND RECREATION MEETING	10.05	93923
101-751-860.00	TRAVEL	DUPERRON, SEAN	PARKS AND RECREATION MEETING	11.39	93943
101-751-860.00	TRAVEL	HOOGTERP, EDWARD	PARKS AND RECREATION MEETING	2.01	93951
101-751-860.00	TRAVEL	JOHNSON, SHAUN	PARKS AND RECREATION MEETING	3.35	93954
101-751-860.00	TRAVEL	KRAUS, CHARLES	PARKS AND RECREATION MEETING	14.74	93955
101-751-860.00	TRAVEL	SKURDALL, BARBARA	PARKS AND RECREATION MEETING	2.01	93977
		Total For Dept 751 PARKS & RECREATION DEPARTMENT		283.55	
		Total For Fund 101 GENERAL FUND		105,247.30	
Fund 210 AMBULANCE FUND					
Dept 265 BUILDING & GROUNDS					
210-265-750.00	MAINTENANCE SUPPLIES	MI PEST	ST 3 PEST CONTROL	61.00	93891
210-265-750.00	MAINTENANCE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	142.63	67
210-265-750.00	MAINTENANCE SUPPLIES	MI PEST	ST 2 PEST CONTROL	66.00	93962
210-265-750.00	MAINTENANCE SUPPLIES	NUGENT ACE HARDWARE	BUG OFF SPRAYER FOR TRUCKS	34.99	93968
210-265-750.00	MAINTENANCE SUPPLIES	SUMMIT FIRE PROTECTION	121036914 ANUAL FIRE EXTINGUISHER SERVI	549.57	93979
210-265-850.01	INTERNET, PHONE, CABLE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	19.98	93919
210-265-850.01	INTERNET, PHONE, CABLE	DIRECT TV	ST 2 TV	140.98	93942
210-265-922.00	WATER & SEWER	CITY OF FRANKFORT	WATER AND SEWER ST 3	77.24	93869
210-265-923.00	FUEL - PROPANE GAS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	559.09	67
210-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT#1000 1354 3556 PARK AVE 04/04/24-0	111.19	65
210-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT#205101998535 PINE LN EMS04/04/24-0	67.30	65
210-265-924.00	ELECTRIC	CHERRYLAND ELECTRIC	ST 2 ELECTRICITY	178.11	93868
210-265-935.00	BUILDING REPAIRS	CADILLAC GARAGE DOOR INC.	ST 3 GARAGE DOOR REPAIR	281.15	93866
210-265-970.00	EQUIPMENT	CALVIN DENNIS	ERT ITEMS	87.51	93932
		Total For Dept 265 BUILDING & GROUNDS		2,376.74	
Dept 651 EMERGENCY MEDICAL TECHNICIANS					
210-651-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	30.65	93978
210-651-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978
210-651-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	727.59	93892
		Total For Dept 651 EMERGENCY MEDICAL TECHNICIANS		761.74	
Dept 655 ADVANCED LIFE SUPPORT (ALS)					
210-655-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	509.51	93978
210-655-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	51.28	93978
210-655-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	6,693.87	93892
210-655-735.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL, LLC	MED SUPPLIES	1,335.94	93930
210-655-749.00	VEHICLE REPAIRS	EXPRESS LUBE & TIRE SERVIC	A31 OIL CHANGE	102.75	93945
210-655-751.00	UNIFORMS	BAY SUPPLY & MARKETING, IN	SHIRTS, 4 FOR MARC AND 4 FOR STOCK	84.00	93860
210-655-751.00	UNIFORMS	BAY SUPPLY & MARKETING, IN	SHIRTS FOR MARC ORTH AND ABIGAIL NEWSOM	84.00	93925
210-655-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	809.23	93935
210-655-956.00	EMPLOYEE PHYSICALS	MUNSON OCCUPTIONAL HEALTH	PRE-EMPLOYMENT PHYSICAL FOR LOGAN MOSHE	192.00	93895
210-655-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	603.13	67
		Total For Dept 655 ADVANCED LIFE SUPPORT (ALS)		10,465.71	
		Total For Fund 210 AMBULANCE FUND		13,604.19	
Fund 213 JAIL OPERATIONS FUND					
Dept 265 BUILDING & GROUNDS					
213-265-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	28.63	93978
213-265-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPAN	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 213 JAIL OPERATIONS FUND					
Dept 265 BUILDING & GROUNDS					
213-265-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
213-265-782.00	MAINTENANCE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	38.83	67
213-265-783.00	EQUIP. SERVICES & SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	188.08	67
213-265-783.00	EQUIP. SERVICES & SUPPLIES	CRYSTAL GARDENS	FLOWERS	88.89	93937
213-265-783.00	EQUIP. SERVICES & SUPPLIES	KSS	SUPPLIES FOR JAIL	728.64	93956
213-265-784.00	GARBAGE PICK-UP	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	95.83	67
213-265-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	130.35	93919
213-265-853.00	CELLULAR PHONES	AT & T MOBILITY	SHERIFFS OFFICE BILLING FOR CELL PHONES	115.09	93856
213-265-923.00	FUEL - NATURAL GAS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	966.47	67
213-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT# 1000 0051 4313 JAIL 04/07/24-05/0	2,311.96	65
213-265-935.00	JAIL REPAIRS	NUGENT ACE HARDWARE	JAIL SUPPLIES FROM ACE HARDWARE	254.28	93901
		Total For Dept 265 BUILDING & GROUNDS		5,096.07	
Dept 351 JAIL - CORRECTIONS					
213-351-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	579.80	93978
213-351-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	61.78	93978
213-351-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	4,947.64	93892
213-351-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	24.44	67
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	OFFICE SUPPLIES - JAIL	7.99	93921
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	CHAIR - JAIL	199.99	93921
213-351-727.00	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	TONER - CANON - JAIL	39.98	93921
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPPLIES 05.12 TO 05.18.24	2,780.73	93933
213-351-740.00	FOOD SUPPLIES	CANTEEN SERVICES	FOOD SUPPLIES 05.05.24 TO 05.11.24	2,698.24	93933
213-351-748.00	GAS, OIL & GREASE	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	122.57	67
213-351-748.00	GAS, OIL & GREASE	WEX BANK	0496-00-471994-4 FUEL BCSO	52.25	93983
213-351-749.00	VEHICLE REPAIRS	WATSON BENZIE LLC	CORRECTIONS VAN 17 VEHICLE MAINTANCE	1,236.00	93917
213-351-749.00	VEHICLE REPAIRS	NAPA AUTO SUPPLY, INC.	JAIL VAN HEADLIGHT	13.99	93966
213-351-751.00	UNIFORMS	GALL'S, LLC	JAIL UNIFORMS-SIMMONS	170.85	93878
213-351-751.00	UNIFORMS	EMBROID ME OF TRAVERSE CI	ROAD / JAIL SHIRTS	50.00	93944
213-351-751.00	UNIFORMS	EMBROID ME OF TRAVERSE CI	JAIL SHRITS	50.00	93944
213-351-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	625.32	93935
213-351-940.20	EQUIPMENT LEASE - COPIER	NETLINK BUSINESS SOLUTIONS	COPY COUNTS & MAINTENANCE FOR 2/5/24-5/	287.19	93897
213-351-956.00	EMPLOYEE PHYSICALS	MUNSON WALK IN CLINC	PREEMPLOYMENT CHECK-GWINN	75.00	93896
213-351-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	1,694.59	67
213-351-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	645.75	67
213-351-970.00	EQUIPMENT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	219.20	67
213-351-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, I	TV FOR JAIL	229.99	93921
213-351-970.00	EQUIPMENT	AMAZON CAPITAL SERVICES, I	MINI DESKTOP - JAIL	365.31	93921
		Total For Dept 351 JAIL - CORRECTIONS		17,178.60	
		Total For Fund 213 JAIL OPERATIONS FUND		22,274.67	
Fund 216 SEASONAL ROAD PATROL FUND					
Dept 335 SEASONAL ROAD PATROL					
216-335-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
		Total For Dept 335 SEASONAL ROAD PATROL		145.52	
		Total For Fund 216 SEASONAL ROAD PATROL FUND		145.52	
Fund 218 MARINE PATROL FUND					
Dept 000					
218-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	582.08	93892
218-000-751.00	UNIFORMS	GALL'S, LLC	MARINE - PANTS	45.56	93948

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 218 MARINE PATROL FUND					
Dept 000					
218-000-930.00	EQUIPMENT REPAIR	CRYSTAL LAKE MARINA	2024 SLIP RENTAL & CABLE REPAIR	270.00	93871
218-000-954.10	RENT	CRYSTAL LAKE MARINA	2024 SLIP RENTAL & CABLE REPAIR	550.00	93871
218-000-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	29.50	67
		Total For Dept 000		1,477.14	
		Total For Fund 218 MARINE PATROL FUND		1,477.14	
Fund 228 SOLID WASTE/RECYCLING FUND					
Dept 000					
228-000-702.00	WAGES	MIKE MACKIN	SITE ATTENDANT	280.00	93893
228-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	29.96	93978
228-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978
228-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
228-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	36.78	93935
228-000-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	9.99	93919
228-000-850.00	TELEPHONE	VERIZON WIRELESS	ACCT#842083652-00001 COUNTY CELLPHONES	43.63	93982
228-000-860.00	TRAVEL	ROSELIE ROELOFS	REIMBURSEMENT FOR TRAVEL TO STEIN MOTOF	34.03	93975
228-000-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	67.30	67
		Total For Dept 000		650.71	
		Total For Fund 228 SOLID WASTE/RECYCLING FUND		650.71	
Fund 232 SHERIFF'S K-9 FUND					
Dept 000					
232-000-967.00	PROJECT EXPENSES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	66.99	67
		Total For Dept 000		66.99	
		Total For Fund 232 SHERIFF'S K-9 FUND		66.99	
Fund 236 SCHOOL RESOURCE OFFICER					
Dept 000					
236-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	68.23	93978
236-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	7.00	93978
236-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	291.04	93892
236-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	73.57	93935
236-000-957.00	MISCELLANEOUS	AT & T MOBILITY	SHERIFFS OFFICE BILLING FOR CELL PHONES	80.02	93856
236-000-957.00	MISCELLANEOUS	PLATTE LAKE VETERINARY CLI	BRIGGS - COMFORT DOG CARE	461.60	93972
236-000-970.00	EQUIPMENT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	1,864.00	67
		Total For Dept 000		2,845.46	
		Total For Fund 236 SCHOOL RESOURCE OFFICER		2,845.46	
Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND					
Dept 000					
243-000-967.00	PROJECT EXPENSES	FISHBECK	BRA SUPPORT FOR BROWNFIELD PROJECT	302.50	93946
		Total For Dept 000		302.50	
		Total For Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY I		302.50	
Fund 249 BUILDING DEPARTMENT FUND					
Dept 000					
249-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	73.57	93935
		Total For Dept 000		73.57	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 249 BUILDING DEPARTMENT FUND					
Dept 371 BUILDING INSPECTOR					
249-371-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	109.92	67
		Total For Dept 371 BUILDING INSPECTOR		109.92	
		Total For Fund 249 BUILDING DEPARTMENT FUND		183.49	
Fund 251 ANIMAL CONTROL FUND					
Dept 265 BUILDING & GROUNDS					
251-265-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	26.23	93919
251-265-924.00	ELECTRIC	CONSUMERS ENERGY	ACCT#1000 0608 1572 ANIMAL CONTROL 04/1	201.77	65
251-265-924.00	ELECTRIC & HEATING	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	278.98	67
		Total For Dept 265 BUILDING & GROUNDS		506.98	
Dept 430 ANIMAL CONTROL					
251-430-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	58.93	93978
251-430-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	7.00	93978
251-430-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	873.11	93892
251-430-749.00	VEHICLE REPAIRS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	247.27	67
251-430-800.00	CONTRACTED SERVICES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	410.00	67
251-430-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	110.35	93935
251-430-835.20	ANIMAL EXPENSES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	13.98	67
251-430-835.50	DISPOSALS & BURIALS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	25.21	67
251-430-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	139.72	67
		Total For Dept 430 ANIMAL CONTROL		1,885.57	
		Total For Fund 251 ANIMAL CONTROL FUND		2,392.55	
Fund 261 911 EMERGENCY SERVICE FUND					
Dept 266 LEGAL & CONTRACTED SERVICES					
261-266-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	386.22	93935
		Total For Dept 266 LEGAL & CONTRACTED SERVICES		386.22	
Dept 325 DISPATCH/COMMUNICATION					
261-325-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	248.87	93978
261-325-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	28.00	93978
261-325-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	1,164.15	93892
261-325-727.00	OFFICE SUPPLIES	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	40.98	67
261-325-830.00	911 MAINTENANCE CONTRACT	U.S. BANK EQUIPMENT FINANC	CONTRACT PAYMENT OF 500-0720619-000 FOR	253.95	93914
261-325-830.00	911 MAINTENANCE CONTRACT	WESTTEL INTERNATIONAL, LLC	911 SOLUTION MONTHLY SERVICE & MAINTENA	938.00	93918
261-325-830.00	911 MAINTENANCE CONTRACT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	235.00	67
261-325-853.00	CELLULAR PHONES	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	31.48	93919
261-325-954.10	RENT	CONSUMERS ENERGY	ACCT# 1000 0051 4313 JAIL 04/07/24-05/0	270.27	65
261-325-954.10	RENT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	112.98	67
261-325-954.10	RENT	KSS	SUPPLIES FOR JAIL	159.00	93956
261-325-961.00	TRAINING & SCHOOLS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	340.00	67
261-325-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	451.54	67
261-325-970.00	EQUIPMENT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	96.00	67
		Total For Dept 325 DISPATCH/COMMUNICATION		4,370.22	
		Total For Fund 261 911 EMERGENCY SERVICE FUND		4,756.44	
Fund 265 TNT OFFICER MILLAGE FUND					
Dept 000					
265-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	35.08	93978

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 265 TNT OFFICER MILLAGE FUND					
Dept 000					
265-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978
265-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
265-000-748.00	GAS, OIL & GREASE	WEX BANK	0496-00-471994-4 FUEL BCSO	104.08	93983
265-000-810.00	LEGAL FEES	COHL, STOKER, TOSKEY, P.C.	PROFESSIONAL SERVICES RENDERED FOR APRI	36.78	93935
265-000-840.00	INTELL/INVESTIGATIONS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	87.85	67
265-000-853.00	CELLULAR PHONES-TNT	AT & T MOBILITY	SHERIFFS OFFICE BILLING FOR CELL PHONES	34.98	93856
		Total For Dept 000		447.79	
		Total For Fund 265 TNT OFFICER MILLAGE FUND		447.79	
Fund 269 LAW LIBRARY FUND					
Dept 000					
269-000-901.00	RESOURCE MATERIALS	ICLE	MI FAMILY LAW BENCHBOOK APRIL 2024	128.50	93952
		Total For Dept 000		128.50	
		Total For Fund 269 LAW LIBRARY FUND		128.50	
Fund 283 LAND BANK AUTHORITY					
Dept 000					
283-000-967.00	PROJECT EXPENSES	BENZIE COUNTY TREASURER	PETTY CASH REIMBURSEMENT	60.00	93862
		Total For Dept 000		60.00	
		Total For Fund 283 LAND BANK AUTHORITY		60.00	
Fund 284 OPIOID SETTLEMENT FUND					
Dept 000					
284-000-967.00	PROJECT EXPENSES	PREMIER BIOTECH LLC	10 ORAL TOX-OPIOID FUNDS	193.49	93902
		Total For Dept 000		193.49	
		Total For Fund 284 OPIOID SETTLEMENT FUND		193.49	
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	10,180.00	93859
		Total For Dept 808 5.1 M STATE GRANT		10,180.00	
		Total For Fund 285 POINT BETSIE LIGHTHOUSE FUND		10,180.00	
Fund 292 CHILD CARE FUND					
Dept 000					
292-000-702.00	SALARY - CASEWORKER	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	4,775.58	93958
292-000-725.00	FRINGE BENEFITS - JUVENILE OFFIC	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	648.58	93958
292-000-725.06	FRINGE BENEFITS - CASEWORKER	MANISTEE COUNTY - ADMINIST	MANISTEE COURT COST REIMB FOR APRIL 202	2,669.47	93958
292-000-840.95	IN HOME CARE MISC.	TOTAL COURT SERVICES	INDIVIDUAL MONITORING & SERVICES FOR EI	22.50	93981
		Total For Dept 000		8,116.13	
		Total For Fund 292 CHILD CARE FUND		8,116.13	
Fund 293 VETERAN'S RELIEF FUND					
Dept 000					
293-000-718.00	SHORT/LONG TERM DISABILITY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	34.41	93978
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	BAILEY, LAWRENCE	VETERANS AFFAIRS COMMITTEE MEETING	40.00	93858
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	BURCH, TYSON	VETERANS AFFAIRS COMMITTEE	40.00	93865
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS	FENDER, GARY	VETERANS AFFAIRS COMMITTEE MEETING	40.00	93877

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 293 VETERAN'S RELIEF FUND					
Dept 000					
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	GIDDIS, KIRT	VETERANS AFFAIRS COMMITTEE MEETING	40.00	93880
293-000-721.00	PER DIEM-VETERAN'S AFFAIRS COMMI	KOWALSKI, ED	VETERANS AFFAIRS COMMITTEE MEETING	40.00	93888
293-000-725.06	LIFE INSURANCE	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	3.50	93978
293-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	145.52	93892
293-000-748.00	GAS, OIL & GREASE	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	265.24	67
293-000-749.00	VEHICLE REPAIRS	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	480.99	67
293-000-839.10	VETERANS FINANCIAL AID	BRAKE & ALIGNMENT PLUS AUT	VETERAN'S FINANCIAL AID- BRAKE WORK COM	137.45	93931
293-000-850.00	TELEPHONE	TELNET WORLDWIDE	BENZIE COUNTY PHONES-ACCT# 61319	20.49	93919
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	BAILEY, LAWRENCE	VETERANS AFFAIRS COMMITTEE MEETING	2.47	93858
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	BURCH, TYSON	VETERANS AFFAIRS COMMITTEE	22.65	93865
293-000-860.00	TRAVEL-VETERAN'S AFFAIRS	FENDER, GARY	VETERANS AFFAIRS COMMITTEE MEETING	8.04	93877
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	GIDDIS, KIRT	VETERANS AFFAIRS COMMITTEE MEETING	21.31	93880
293-000-860.00	TRAVE-VETERAN'S AFFAIRS COMMITTE	KOWALSKI, ED	VETERANS AFFAIRS COMMITTEE MEETING	4.02	93888
293-000-860.00	TRAVEL	ROELOFS, ROBERT	VETERANS AFFAIRS COMMITTEE	28.14	93903
293-000-860.00	TRAVEL	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	406.50	67
293-000-963.00	COMPUTER SUPPORT	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	67.30	67
		Total For Dept 000		1,848.03	
		Total For Fund 293 VETERAN'S RELIEF FUND		1,848.03	
Fund 295 AIRPORT AUTHORITY FUND					
Dept 000					
295-000-725.08	WORKER'S COMP INSURANCE	MICHIGAN COUNTIES WORKERS	2024 3RD QTR INVOICE	727.59	93892
		Total For Dept 000		727.59	
		Total For Fund 295 AIRPORT AUTHORITY FUND		727.59	
Fund 298 VETERAN'S MEMORIAL FUND					
Dept 000					
298-000-967.00	PROJECT EXPENSES	ROELOFS, ROBERT	NEW FLAGS FOR BENZIE COUNTY VETERANS ME	465.83	93903
		Total For Dept 000		465.83	
		Total For Fund 298 VETERAN'S MEMORIAL FUND		465.83	
Fund 310 GOVERNMENT CENTER ADDITION DEBT FUND					
Dept 000					
310-000-924.10	UTILITIES/RENT	SUMMIT FIRE PROTECTION	INSTALLED NEW FIRE SYSTEM INTO DHS PORT	645.00	93979
		Total For Dept 000		645.00	
		Total For Fund 310 GOVERNMENT CENTER ADDITION DEBT FUNI		645.00	
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 000					
401-000-970.00	EQUIPMENT (VEHICLES)	WATSON BENZIE LLC	2024 DODGE DURANGO	45,958.00	93917
401-000-970.00	EQUIPMENT (VEHICLES)	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	653.70	67
		Total For Dept 000		46,611.70	
Dept 901 911/EOC/PAROLE EXPANSION PROJECT					
401-901-967.00	PROJECT EXPENSES (911/EOC/PAROLE	ENVIRONMENT ARCHITECTS	WORK DONE FROM 3/12/24-05/11/24 DISPATC	8,400.00	93875
401-901-967.00	PROJECT EXPENSES (911/EOC/PAROLE	GRAND TRAVERSE CONSTRUCTIC	MAP 8-APRIL 30 WORK DONE FOR EXPANSION	66,093.31	93881
		Total For Dept 901 911/EOC/PAROLE EXPANSION PROJECT		74,493.31	
Dept 903 ARPA					
401-903-967.00	PROJECT EXPENSES(ARPA)	QUILL CORPORATION	4 CHAIRS FOR ROOM 206	1,007.96	93973

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 401 CAPITAL IMPROVEMENT FUND					
Dept 903 ARPA					
		Total For Dept 903 ARPA		1,007.96	
		Total For Fund 401 CAPITAL IMPROVEMENT FUND		122,112.97	
Fund 425 EQUIPMENT REPLACEMENT FUND					
Dept 426 EMERGENCY MANAGEMENT					
425-426-967.02	PROJECT EXPENSES - CERT	AMAZON CAPITAL SERVICES, I	CERT - SUMMERFEST ITEM	76.84	93854
425-426-967.04	CERT TRAINING CAMP GRAYLING	J.P. MORGAN CHASE BANK NA	COMBINED VISA FOR MONTH OF APRIL 2024	903.12	67
		Total For Dept 426 EMERGENCY MANAGEMENT		979.96	
		Total For Fund 425 EQUIPMENT REPLACEMENT FUND		979.96	
Fund 516 DELINQUENT TAX REVOLVING FUND					
Dept 000					
516-000-689.00	CASH OVER/SHORT	KEEGAN PETRAS	OVERPAID ON DLQ TAXES FOR 07-028-035-0(	4.12	93886
		Total For Dept 000		4.12	
		Total For Fund 516 DELINQUENT TAX REVOLVING FUND		4.12	
Fund 532 TAX FORECLOSURE FUND					
Dept 253 COUNTY TREASURER					
532-253-801.00	CONTRACTED SERVICES	TITLE CHECK LLC	PARCEL ADMIN FEE 2022 FORFEITURE CYCLE	614.17	93913
532-253-810.00	LEGAL FEES	BENZIE COUNTY TREASURER	PETTY CASH REIMBURSEMENT	175.00	93862
532-253-810.00	LEGAL FEES	CUMMINGS, MCCLOREY, DAVIS	FOR PROFESSIONAL SERVICES RENDERED	342.00	93938
		Total For Dept 253 COUNTY TREASURER		1,131.17	
		Total For Fund 532 TAX FORECLOSURE FUND		1,131.17	
Fund 701 GENERAL AGENCY FUND					
Dept 215 COUNTY CLERK					
701-215-271.00	RESTITUTIONS PAYABLE	BENZIE FIRE & EMS ASSOCIA1	RESTITUION -20-2718-FH MICHAEL VINCENT	275.45	93863
701-215-271.00	RESTITUTIONS PAYABLE	DAWN O'CONNELL	RESITUTION 11-2233-FH LUCAS BRIGHT	20.00	93873
701-215-271.00	RESTITUTIONS PAYABLE	BENZIE COUNTY SHERIFF OFF1	OUIL REIM.-24-2999-FH CHARLES SCARBROUC	240.00	93927
701-215-271.00	RESTITUTIONS PAYABLE	BENZIE COUNTY SHERIFF OFF1	OUIL REIM.24-2996 SAMUEL SMITH RESTITUT	200.00	93928
701-215-271.00	RESTITUTIONS PAYABLE	COTTAGE PROS LLC	RESTITUTION-CIRCUIT 21-2763-FH ADAM WAI	172.00	93936
701-215-271.00	RESTITUTIONS PAYABLE	DAWN O'CONNELL	RESTITUTION=CIRCUIT 11-2233-FH LUCAS BF	20.00	93940
701-215-271.00	RESTITUTIONS PAYABLE	NORMALEE HUDDLESTON	RESTITUTION-CIRCUIT 21-2801-FH GREGORY	28.00	93967
		Total For Dept 215 COUNTY CLERK		955.45	
Dept 253 COUNTY TREASURER					
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	KENNETH SZOSTAKOWSKI	ALREADY PAID 2023 TAXES REFUND DUE	651.38	93887
701-253-275.00	TAX OVERPAYMENTS/REFUNDS	US DEPARTMENT OF LABOR/OW(	DOS 11.14.2022 T FOX	1,454.44	93916
		Total For Dept 253 COUNTY TREASURER		2,105.82	
Dept 286 DISTRICT COURT					
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR PATRICIA DENUNE	100.00	93853
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BOND FOR THOMAS MICHAEL RUCKI	425.00	93853
701-286-265.00	CASH BONDS PAYABLE	THOMAS MICHAEL RUCKI	BOND FOR THOMAS MICHAEL RUCKI	50.00	93911
701-286-265.00	CASH BONDS PAYABLE	THOMAS MICHAEL RUCKI	BOND FOR THOMAS MICHAEL RUCKI	75.00	93911
701-286-265.00	CASH BONDS PAYABLE	85TH DISTRICT COURT	BONDS	1,374.00	93920
701-286-265.00	CASH BONDS PAYABLE	ANGEL ISAAC AGUILAR	BOND FOR A. AGUILAR	226.00	93922
701-286-271.00	RESTITUTIONS PAYABLE	AUTO-OWNERS INSURANCE	RESTITUTION PAYABLE FROM STEVEN PELL 18	37.50	93857
701-286-271.00	RESTITUTIONS PAYABLE	FAMILY FARE	RESTITUION PAYABLE FROM F.BAUGHMAN 22-(	12.50	93876
701-286-271.00	RESTITUTIONS PAYABLE	JEFFERY KROESING	RESTITUTION PAYMENT FROM C.DEADMAN 23-2	40.00	93884

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 701 GENERAL AGENCY FUND					
Dept 286 DISTRICT COURT					
701-286-271.00	RESTITUTIONS PAYABLE	KURT KIDDER	RESTITUTION FROM L.PRIEST 21-314-FD	10.00	93889
701-286-271.00	RESTITUTIONS PAYABLE	NORMAN & ALICE CLARK LIVIN	RESTITUTION FROM J.LAWRENCE 12-028-FY	20.00	93900
701-286-271.00	RESTITUTIONS PAYABLE	NORMAN & ALICE CLARK LIVIN	RESTITUTION PAYMENT 12-028-FY FROM J.LA	20.00	93900
701-286-271.00	RESTITUTIONS PAYABLE	THOMAS STOLTMAN	RESTITUION PAYMENT FROM S.PELL 18-336-S	37.50	93912
701-286-275.00	REFUNDS	DINA ROCHELEAU	REFUND OVER PAID 132.63	132.63	93941
701-286-275.00	REFUNDS	MICHAEL RITCHINGS	REFUND OVER PAID ON TICKET	50.00	93963
701-286-275.00	REFUNDS	SHAWN MARCERO	OVERPAYMENT ON TICKET	5.00	93976
		Total For Dept 286 DISTRICT COURT		2,615.13	
		Total For Fund 701 GENERAL AGENCY FUND		5,676.40	
Fund 704 PAYROLL CLEARING FUND					
Dept 000					
704-000-231.11	INSURANCE CO-PAY	STANDARD INSURANCE COMPANY	POLICY #00 761476 DIVSN:0001 LIFE, SH/I	1,701.82	93978
		Total For Dept 000		1,701.82	
		Total For Fund 704 PAYROLL CLEARING FUND		1,701.82	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

Fund Totals:

Fund 101 GENERAL FUND	105,247.30
Fund 210 AMBULANCE FUND	13,604.19
Fund 213 JAIL OPERATIONS	22,274.67
Fund 216 SEASONAL ROAD I	145.52
Fund 218 MARINE PATROL I	1,477.14
Fund 228 SOLID WASTE/REC	650.71
Fund 232 SHERIFF'S K-9 I	66.99
Fund 236 SCHOOL RESOURCI	2,845.46
Fund 243 BROWNFIELD REDI	302.50
Fund 249 BUILDING DEPART	183.49
Fund 251 ANIMAL CONTROL	2,392.55
Fund 261 911 EMERGENCY S	4,756.44
Fund 265 TNT OFFICER MII	447.79
Fund 269 LAW LIBRARY FUI	128.50
Fund 283 LAND BANK AUTHO	60.00
Fund 284 OPIOID SETTLEMI	193.49
Fund 285 POINT BETSIE LI	10,180.00
Fund 292 CHILD CARE FUNI	8,116.13
Fund 293 VETERAN'S RELII	1,848.03
Fund 295 AIRPORT AUTHORI	727.59
Fund 298 VETERAN'S MEMOI	465.83
Fund 310 GOVERNMENT CENT	645.00
Fund 401 CAPITAL IMPROVI	122,112.97
Fund 425 EQUIPMENT REPLA	979.96
Fund 516 DELINQUENT TAX	4.12
Fund 532 TAX FORECLOSURI	1,131.17
Fund 701 GENERAL AGENCY	5,676.40
Fund 704 PAYROLL CLEARIN	1,701.82
Total For All Funds:	308,365.76

New Business

Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 22, 2024

Subject: **Easement at Point Betsie for Zetterberg Family Trust Properties**

I was approached by the family members of the Zetterberg Trust about establishing an easement over County property at Point Betsie to access their existing properties. It was explained to me that the family had owned the property there for well over 100 years and had always had access, but that it was never formalized.

In research regarding this request, I found that what they had indicated appeared to be true. The access to their property was even noted in the property transfer documents from the Bureau of Land Management, but a formal easement document was never drafted and recorded. It would appear that the intent was to formalize the easement. I have communicated with the Friends of Point Betsie, the Road Commission, and our legal counsel about the request to establish a formal easement. All parties have indicated their surprise that an easement wasn't already in the books and that the easement being proposed really formalized the relationship that has been in place for many years. I also confirmed that by formalizing an access easement it would not inhibit any future plans with the properties and the County Road and received confirmation that it would not.

This easement would require that any paving of the access on county property require county approval and further that the Zetterberg could only establish one additional access drive on the property in the future.

Therefore, I recommend formalizing the easement over county property which allows access to the Zetterberg Family property near Point Betsie.

Recommendation:

That the Board of Commissioners authorizes an access easement with the Zetterberg Family Trust for access to their property off from Point Betsie Road and that the Chair be authorized to sign such easement documents, with the Zetterberg family to be responsible for recording of such documents of the Register of Deeds.

AGREEMENT FOR GRANT OF DRIVEWAY AND UTILITY EASEMENTS RUNNING SOUTH FROM POINTE BETSIE ROAD

This Agreement for Grant of Driveway and Utility Easements ("Agreement") is made on _____, 2024, by **County of Benzie, Michigan,** a municipality and political subdivision of the State of Michigan, whose address is 448 Court Place, Beulah, Michigan 49617 ("County") for the conveyance of two driveway and utility easements running south from Pointe Betsie Road to **Alan Zetterberg, as Successor Special Trustee of the Stephen I. and Connie L. Zetterberg October 1987 Trust dated October 13, 1987, as amended**, whose address is 124 Random Road, Princeton, NJ 08540 ("Zetterberg Trust"), upon the terms and conditions stated below. County and Zetterberg Trust are each a "Party" and together are the "Parties."

RECITALS

A. This Agreement concerns parcels owned by the Parties in Lake Township, Benzie County, Michigan.

B. Attached as ***Exhibit A*** is a copy of the three-page September 13, 2012 survey of Crystal Surveying, LLC (Job No. 2011-7680)("Parcel Survey").

C. County represents that it owns in fee simple the parcel described on page 1 of the Parcel Survey (***Exhibit A***) as the "Lighthouse Reservation Exception" parcel, which is more particularly described in the tax records of Benzie County as follows:

> W'LY 333.37 FT M/L OF N 659.60 FT M/L OF GOV'T LOT 5 ALSO THAT PT OF THE N 659.6 FT OF GL 5 S OF A LN DESC AS: COM AT THE N ¼ COR SEC 4; TH N 88¦ 25' 23" W, 874.5 FT ALG N SEC LN TO E LN OF W'LY 525.36 FT; TH S 0¦ 13' 54" E, 584.958 FT ALG E LN TO C/L PT BETSIE RD AND POB; TH N 73¦ 21' 48" W, 140.118 FT ALG C/L; TH N 75¦ 6' 36" W, 385.374 FT ALG C/L TO HIGH WATER LN LK MICH; TH CONT N 75¦ 6' 36" W TO THE WATERS OF LK MICH AND POE OF SD LN POINT BETSIE LIGHTHOUSE COMPOUND, SEC 4 T26N R16W 4.05 A M/L
>
> Tax Parcel No. 10-020-027-10
> ("County Parcel").

D. Zetterberg Trust represents that it owns in fee simple the 9.88 acre parcel depicted on page 1 of the Parcel Survey (***Exhibit A***) as being that part of Government Lot 5, which is more particularly described as the "Remainder Parcel" on page 3 of the Parcel Survey (***Exhibit A***). Tax Parcel No. 10-030-024-0. ("Zetterberg Parcel").

E. The portion of the County Parcel being addressed in this Agreement is that portion lying immediately south of Point Betsie Road ("South Portion of the County Parcel") which abuts a portion of the north line of the Zetterberg Parcel as depicted on pages 1 and 2 of the Parcel Survey (***Exhibit A***).

F. Two driveways exist within the South Portion of the County Parcel as depicted on both page 1 and page 2 of the Parcel Survey (***Exhibit A***).

G. With permission from the United States when it owned the County Parcel, the owners of the Zetterberg Parcel have used these driveways for decades to access two of the three houses on the Zetterberg Parcel. The east driveway within the South Portion of the County Parcel connects to a driveway on the east side of the Zetterberg Parcel which heads south to the house depicted on page 2 of the Parcel Survey (***Exhibit A***). The west driveway within the South Portion of the County Parcel connects to a driveway on the west side of the Zetterberg Parcel which heads south to the house depicted on page 2 of the Parcel Survey (***Exhibit A***).

H. Zetterberg Trust has requested that the County grant it perpetual use of these driveways for access to the Zetterberg Parcel, which County is willing to do on the terms and conditions stated below.

AGREEMENT

For consideration of One and NO/100 Dollar ($1.00) acknowledged by County as having been received and as being sufficient, and incorporating the Recitals above, the Parties agree:

1. **Grant of Easement; Description of Easement Parcels.** Attached as ***Exhibit B*** is a copy of the two-page June 20, 2023 survey of Crystal Surveying, LLC (Job No. 2021-8819)("Easement Survey"). Page 1 depicts the two driveways within the South Portion of the County Parcel. Page 2 establishes legal descriptions for easement parcels encompassing the driveways, denoted as Driveway Easement 'A' and Driveway Easement 'B'. ("Easement Parcels"). County hereby grants to Zetterberg Trust an easement on, over, under, across and through each of the Easement Parcels ("Easements") for the purpose described in Section 3. Each of the Easement Parcels is twenty (20) feet in width, ten (10) feet on either side of the centerline as depicted on Page 1 and as described on Page 2 of the Easement Survey (***Exhibit B***).

2. **Term.** The term of the Easements is perpetual.

3. **Use and Occupancy of the Easement Parcels.** Zetterberg Trust shall have the permanent and non-exclusive right to use the Easement Parcels for the purposes of vehicular and pedestrian ingress and egress from Point Betsie Road to the Zetterberg Parcel and installation and maintenance of public and private utilities which do not interfere with the public park purpose of the County Parcel. All use and occupancy shall be in compliance with all applicable governmental laws, rules, regulations, orders and other requirements and approvals ("Laws and Approvals"). The

driveways shall be used only for access to and from existing single-family residences located on the Zetterberg Parcel. If Zetterberg Parcel is subdivided, this easement may be assigned for the use of only one other single-family residential parcel.

4. **Driveway Maintenance.** Zetterberg Trust shall be solely responsible for maintaining and repairing the driveways within the Easement Parcels and shall not allow it to become unsightly or a nuisance. All ruts shall be promptly filled. Zetterberg Trust may cover the driveways with gravel but may not pave the driveways without prior written authorization from the County. All work shall be conducted in a good and workman like manner, and complete payment promptly made for the work. Zetterberg Trust shall allow no liens to be placed on the South Portion of the County Parcel. In the event Zetterberg Trust fails to maintain or repair the Easement Parcels in a manner the County determines is safe for the public, the County may, upon reasonable notice, elect to maintain or repair the Easement Parcels as necessary, and will invoice the Zetterberg Trust for the cost of said work, including materials and labor.

5. **Modification of Easement Parcel Centerline Descriptions.** Notwithstanding the centerline descriptions of the Easement Parcels on the Easement Survey (***Exhibit B***), if due to shifting sands or other conditions the surface of a driveway has be to moved outside of the twenty-foot easement area in the opinion of Zetterberg Trust and the County, the centerline of the Easement Parcel shall be resurveyed at the expense of Zetterberg Trust to assure that the driveway surface is within an established twenty-foot easement area. A copy of the survey (which shall include a depiction of the location of the driveway) shall be delivered to County, and a copy recorded by Zetterberg Trust with the Benzie County Register of Deeds with a notice reflecting the change in legal description of the Easement Parcel ("Modified Easement Parcel"). Upon recording, this Agreement shall be deemed amended to reflect the Modified Easement Parcel. Any utilities installed in the Easement Parcel which are not within the Modified Easement Parcel may remain in the location originally installed in the Easement Parcel unless those same conditions which caused the Easement Parcel to be modified require the utilities to be moved to the Modified Easement Parcel. Zetterberg Trust is responsible for all costs of modifying the Easement Parcel and moving utilities if necessary.

6. **Easements Appurtenant; Burden and Benefit**. The Easements run with the land, and are appurtenant to the Zetterberg Parcel. They benefit and burden the current and all future owners of the County Parcel and the Zetterberg Parcel.

7. **Condition of the Easement Parcels.** Zetterberg Trust agrees that no representation as to condition or repair of the driveways or any other portion of the Easement Parcels, and no promise to alter, repair or improve the driveways or other portions of the Easement Parcels, has been made by County except as contained in this Agreement. Zetterberg Trust has inspected the driveways and other portions of the Easement Parcels prior to signing this Agreement and agrees to accept the driveways and other portions of the Easement Parcels in their current "WHERE IS" and "AS IS" condition. County has no obligation to maintain, repair, or modify the easements except as set forth in this Agreement.

8. **Reserved Right To Enter the Easement Parcels.** County reserves the right to enter the Easement Parcels at all reasonable times to inspect the driveways and to determine compliance by Zetterberg Trust with this Agreement.

9. **Indemnification and Insurance.**

A. Zetterberg Trust shall be responsible for all personal injury and property damage arising within the Easement Parcels from use of the Easement Parcels by Zetterberg Trust and its trustee(s), beneficiaries, agents, business invites and guests. The Zetterberg Trust agrees to indemnify and hold the County harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person which may arise out of any of the Zetterberg Trust's actions within, use of, or around the Easement, by its trustee(s), beneficiaries, agents, employees, representatives, contractors and guests. This Provision shall survive the termination of this Agreement.

B. The Zetterberg Trust shall obtain liability insurance as part of its owner's policy for the Zetterberg Parcel to cover any liabilities which arise as a result of the use by the owner of the Zetterberg Parcel of the driveways and the owner of the Zetterberg Trust's liability policy shall name the County as an insured party for the Zetterberg Trust's use of the Easement.

10. **Default.** If Zetterberg Trust defaults in any term or condition of this Agreement and fails to cure the default within thirty (30) days after written demand, or such additional time as reasonably required to cure the default, County may terminate this Agreement, and pursue any other remedies available to County at law or equity.

11. **Waiver.** No waiver of any provision in this Agreement shall be deemed to exist unless in writing, signed by the Party to be charged with the waiver.

12. **Modification of Agreement.** No modifications of this Agreement shall be binding unless in writing, signed by both Parties, except as provided otherwise above for recording a notice amending the centerline of one or both of the Easement Parcels.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the granting of the Easements, and there is no other prior or contemporaneous verbal or written agreement between the Parties which are not incorporated in this Agreement.

14. **Notices and Other Deliveries**. All notices required or permitted under this Agreement shall be in writing, and addressed as stated below, and shall be deemed to have been received and therefore given, (1) when delivered personally at any location with a receipt signed by the recipient, or (2) the day on which the notice is delivered to the address stated below by a nationally recognized overnight delivery service as reflected in the delivery records of the delivery service, signed receipt by the recipient not being required. All documents which are required or permitted under this Agreement to be delivered shall be deemed to be delivered when (1) when delivered personally at any location with a receipt signed by the recipient, or (2) the day on which the document is delivered to the address stated above by FedEx or other nationally recognized overnight delivery service as reflected in the delivery records of the delivery service, signed receipt not being required. In the case of notice or delivery to County, the address shall be that stated above, or other location of the County offices as known in the public records of the County at the time of the notice or delivery. In the case of notice or delivery to Zetterberg Trust, it shall be to the person and to the address of that person who is shown as the owner of the Zetterberg Parcel in the records of the County Treasurer at the time of notice or delivery.

15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue for any action brought under this Agreement shall lie in Benzie County, Michigan.

[signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

County of Benzie, Michigan

By: _____

Its: _____

And: _____

Its: _____

The foregoing document was acknowledged before me this _____ day of _____, 2024, in Benzie County, Michigan by _____ and _____, the _____ and _____, respectively, of County of Benzie, Michigan, on behalf of the County.

_____

Notary Public, Benzie County, MI
My commission expires: _____
Acting in the County of _____

Stephen I. and Connie L. Zetterberg October 1987 Trust dated October 13, 1987, as amended

By:_____
Alan Zetterberg
Successor Special Trustee

The foregoing document was acknowledged before me this ___ day of _____, 2024, in _____ County, _____ by Alan Zetterberg, Successor Special Trustee of the Stephen I. and Connie L. Zetterberg October 1987 Trust dated October 13, 1987, as amended, on behalf of the Trust.

_____

Notary Public, _____ County,

_____

My commission expires:_____
Acting in the County of _____

This instrument prepared by:
Douglas J. Austin
Fraser Trebilcock
124 W. Allegan Street
Suite 1000
Boji Tower
Lansing, MI
48933

EXHIBIT A

September 5, 2012 survey of Crystal Surveying, LLC (Job No. 2011-7680)

CERTIFICATE OF SURVEY

PART OF GOV'T LOTS 5 AND 6, SECTION 4, T26N, R16W, LAKE TOWNSHIP, BENZIE COUNTY, MICHIGAN.

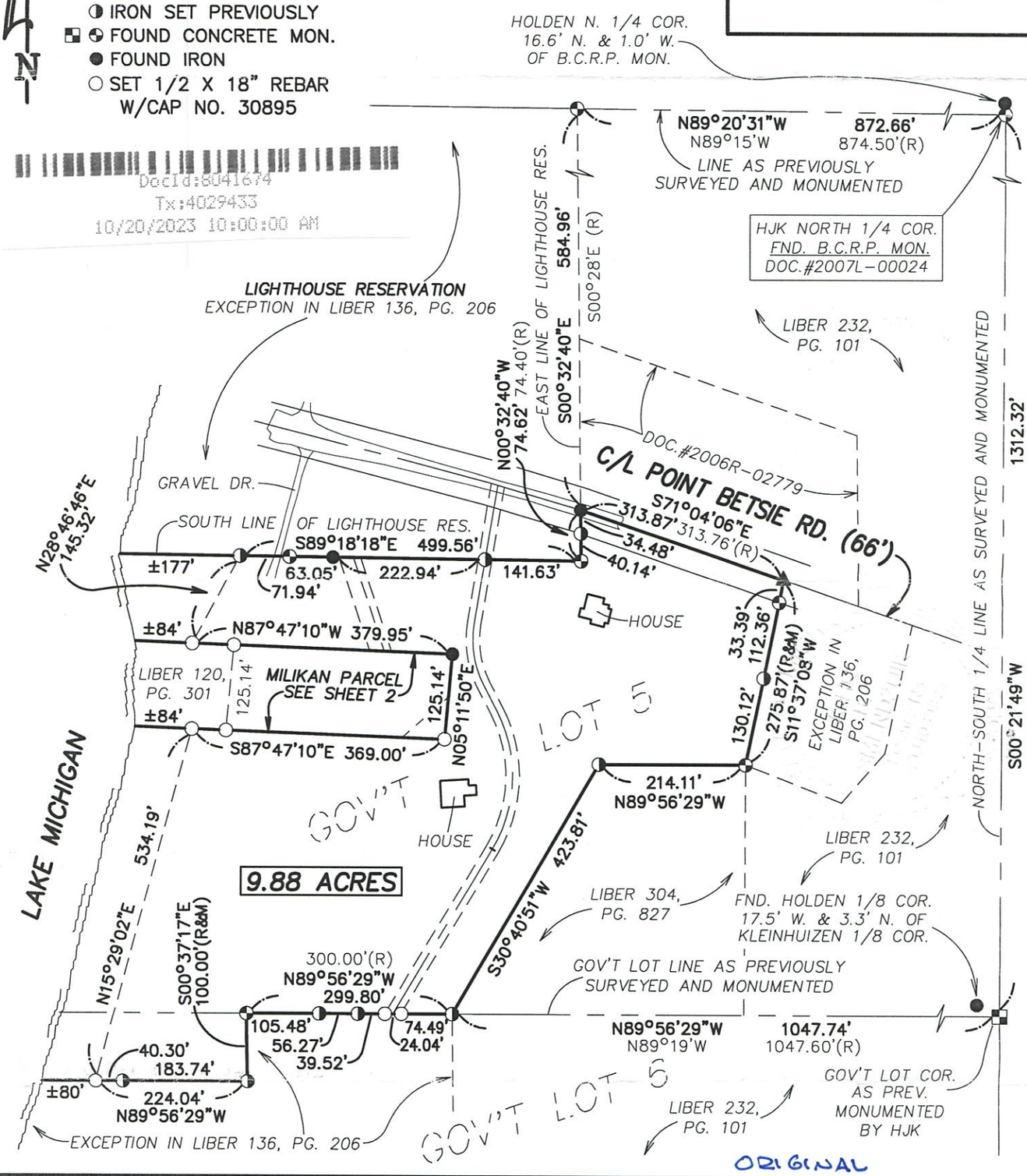
2023-03534

STATE OF MI BENZIE CO
RECORDED 10/20/2023 10:04 AM
REC FEE: 30.00
PAGE 1 OF 3
PAULA EBERHART
REGISTER OF DEEDS

B.C.R.P. – BENZIE COUNTY REMONUMENTATION PROGRAM
HJK – HENRY J. KLEINHUIZEN
(R) RECORD
(M) MEASURED
▲ FOUND 60D SPIKE
◑ IRON SET PREVIOUSLY
◪ FOUND CONCRETE MON.
● FOUND IRON
○ SET 1/2 X 18" REBAR W/CAP NO. 30895

0 200 400
SCALE: 1 INCH = 200 FEET

DocId:8041674
Tx:4029433
10/20/2023 10:00:00 AM



ORIGINAL

I hereby certify to ALAN C. ZETTERBERG, TRUSTEE that I have surveyed and mapped the land above platted and described and that the relative error of closure of the unadjusted field observations of such survey was 1: 5000 + and that all the requirements of P.A. 132 of 1970, as amended, have been complied with. Basis of Bearings: PREVIOUS SURVEY BY C.S., JOB NO. 2008-7272

This plat was prepared for the exclusive use of the person, persons or entity named in the certificate hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

ALTERATION OF ANY PART OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF CRYSTAL SURVEYING, L.L.C., IS PROHIBITED.

Field Notes Are in Book E-21, Page 77.

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JOHN B. SMENDZUIK
Professional Surveyor No. 4001030895

Crystal Surveying, L.L.C.
Surveyors • Boundary Consultants
P.O. Box 108 • Beulah, MI 49617
(231)882-4303 Fax:(231)882-5211
crystalsurveying@sbcglobal.net

For:	ALAN C. ZETTERBERG, TRUSTEE		
Date:	SEPT. 5, 2012	Scale:	1 INCH=200 FEET
Drn. By:	J.J.H.	Rev.:	SEPT. 13, 2012
Sheet	1 of 3	Job No.:	2011-7680

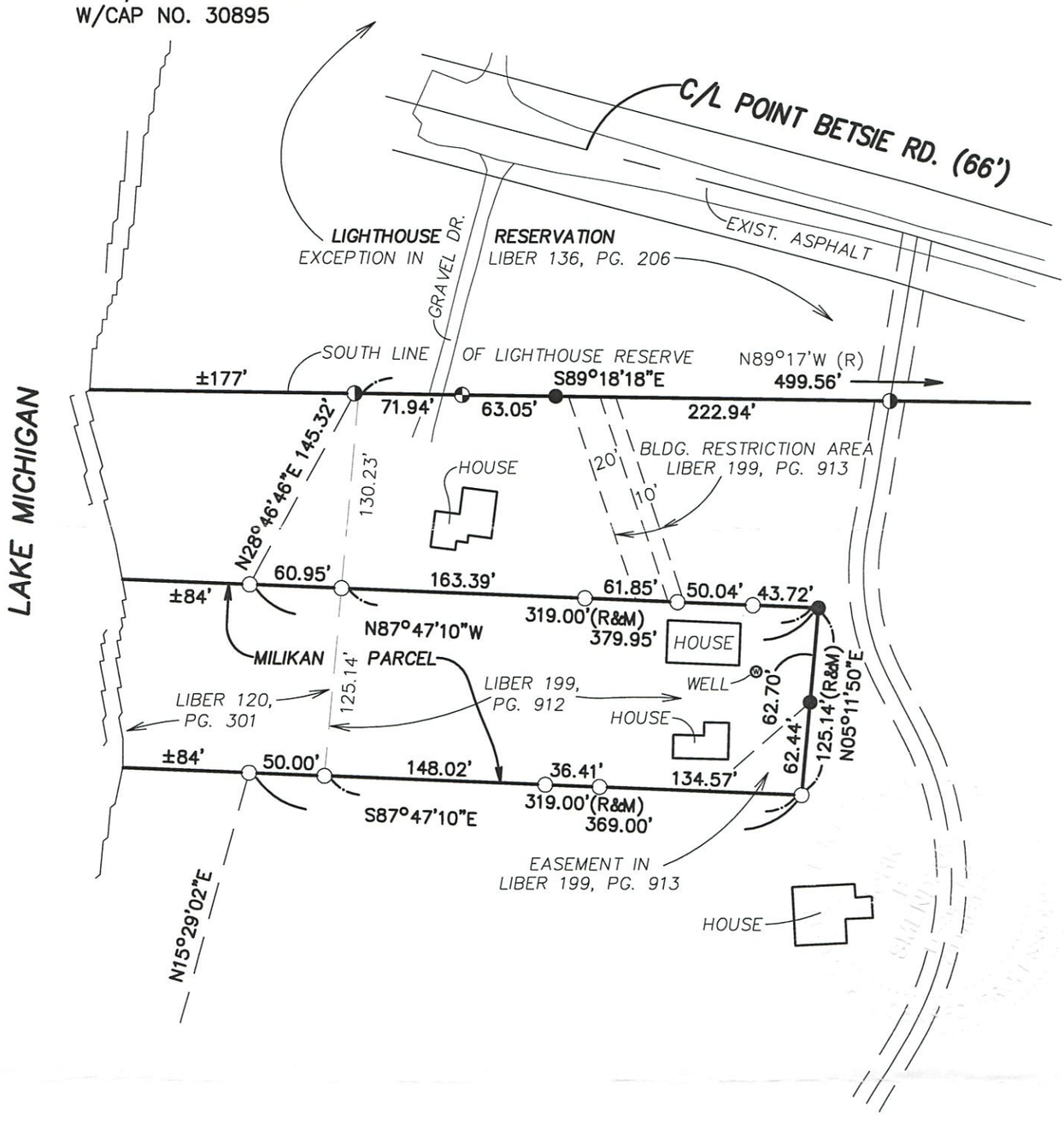
CERTIFICATE OF SURVEY

PART OF GOV'T LOTS 5 AND 6, SECTION 4, T26N, R16W, LAKE TOWNSHIP, BENZIE COUNTY, MICHIGAN.

B.C.R.P. – BENZIE COUNTY REMONUMENTATION PROGRAM
HJK – HENRY J. KLEINHUIZEN
(R) RECORD
(M) MEASURED
▲ FOUND 60D SPIKE
◑ IRON SET PREVIOUSLY
◪ ◔ FOUND CONCRETE MON.
● FOUND IRON
○ SET 1/2 X 18" REBAR W/CAP NO. 30895

0 100 200
SCALE: 1 INCH = 100 FEET

MILIKAN PARCEL & DETAIL SHEET



ORIGINAL

I hereby certify to ALAN C. ZETTERBERG, TRUSTEE that I have surveyed and mapped the land above plotted and described and that the relative error of closure of the unadjusted field observations of such survey was 1: 5000 + and that all the requirements of P.A. 132 of 1970, as amended, have been complied with. Basis of Bearings: PREVIOUS SURVEY BY C.S., JOB NO. 2008–7272

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JOHN B. SMENDZUIK
Professional Surveyor No. 4001030895

Crystal Surveying, L.L.C.
Surveyors • Boundary Consultants
P.O. Box 108 • Beulah, MI 49617
(231)882-4303 Fax:(231)882-5211
crystalsurveying@sbcglobal.net

For: ALAN C. ZETTERBERG, TRUSTEE		
Date: SEPT. 5, 2012		Scale: 1 INCH=100 FEET
Drn. By: J.J.H.		Rev.: SEPT. 13, 2012
Sheet 2 of 3		Job No.: 2012–7680

DESCRIPTION BASIS

This survey and attached description of the Remainder Parcel is based on the following documents which are all recorded at the Benzie County Register of Deeds. The parent document is located in Liber 136, Page 206. There are exceptions noted in that description which are shown on the attached drawing. Additional documents, which we have found, which affect the final parcel are as follows: Liber 232, Page 101, Liber 304, Page 827, Liber 120, Page 301, Liber 199, Page 912 and Document No. 2006R-02779. The location of all of these documents is shown on the final survey drawing. This survey drawing reflects only those documents that we have been able to find and is not the result of a comprehensive title search..It is based on the records of the Benzie County Equalization Department and the records of Crystal Surveying. A complete title search may show additional restrictions and easements which are not a part of this drawing.

Remainder Parcel

Part of Gov't Lots 5 and 6, Sec 4, T26N, R16W, Lake Township, Benzie County, Michigan more fully described as follows:

Commencing at the North ¼ corner as set by Henry J. Kleinhuizen and recorded in Document No. 2007L-00024; thence along the north line of said section as previously surveyed and monumented, N89°20'31"W to the Northeast corner of the former Coast Guard Lighthouse Reservation Property; thence along the east line of said Reservation S00°32'40"E 584.96 feet to the POINT OF BEGINNING, said point being in the existing centerline of Point Betsie Road; thence along said existing centerline S71°04'06"E 313.87 feet to a point on the west line of a parcel previously recorded in Liber 136, Page 206, Benzie County Records; thence along the west line of said parcel S11°37'08"W 275.87 feet to the Northeast corner of a parcel of land recorded in Liber 304, Page 827, Benzie County Records; thence along the north and west lines of said parcel on the following 2 courses: N89°56'29"W 214.11 feet and S30°40'51"W 423.81 feet to a point on the line between Gov't Lots 5 and 6, as previously surveyed and monumented; thence along said Gov't Lot line N89°56'29"W 299.80 feet; thence S00°37'17"E 100.00 feet; thence parallel with said Gov't Lot line N89°56'29"W 224.04 feet to a point near the water's edge of Lake Michigan; thence along a shoreline traverse line N15°29'02"E 534.19 feet to a point on the south line of the "Milikan" property, said property being previously recorded in Liber 120, Page 301 and Liber 199, Page 912, Benzie County Records; thence along the south, east and north lines of said "Milikan" parcel on the following 3 courses: S87°47'10"E 369.00 feet, N05°11'50"E 125.14 feet and N87°47'10"W 379.95 feet to a point near the water's edge of Lake Michigan; thence along a shoreline traverse line N28°46'46"E 145.32 feet to a point on the south line of the previously described former Lighthouse Reservation Parcel; thence along the south line of said parcel S89°18'18"E 499.56 feet to the POINT OF BEGINNING. Containing 9.88 acres of land more or less. Together with all lands lying between the shoreline traverse line and the water's edge of Lake Michigan with full riparian rights thereto.

SUBJECT TO all applicable building, use restrictions and easements, if any, affecting the premises.

ALSO SUBJECT TO any portion of the above described premises taken, used or dedicated for street, road or highway purposes.

ALSO SUBJECT TO the laws of the State of Michigan regarding the use of lands abutting the water's of Lake Michigan.

Crystal Surveying, L.L.C.
Surveyors ~ Boundary Consultants
P.O. Box 108, Beulah, MI 49617
(231) 882-4303 Fax (231) 882-5211
Crystalsurveying.llc@gmail.com

FOR: Allen C. Zetterberg, Trustee

DATE: August 14, 2012

JOB NO. 2011-7680

EXHIBIT B

June 20, 2023 survey of Crystal Surveying, LLC (Job No. 2021-8819)

CERTIFICATE OF SURVEY

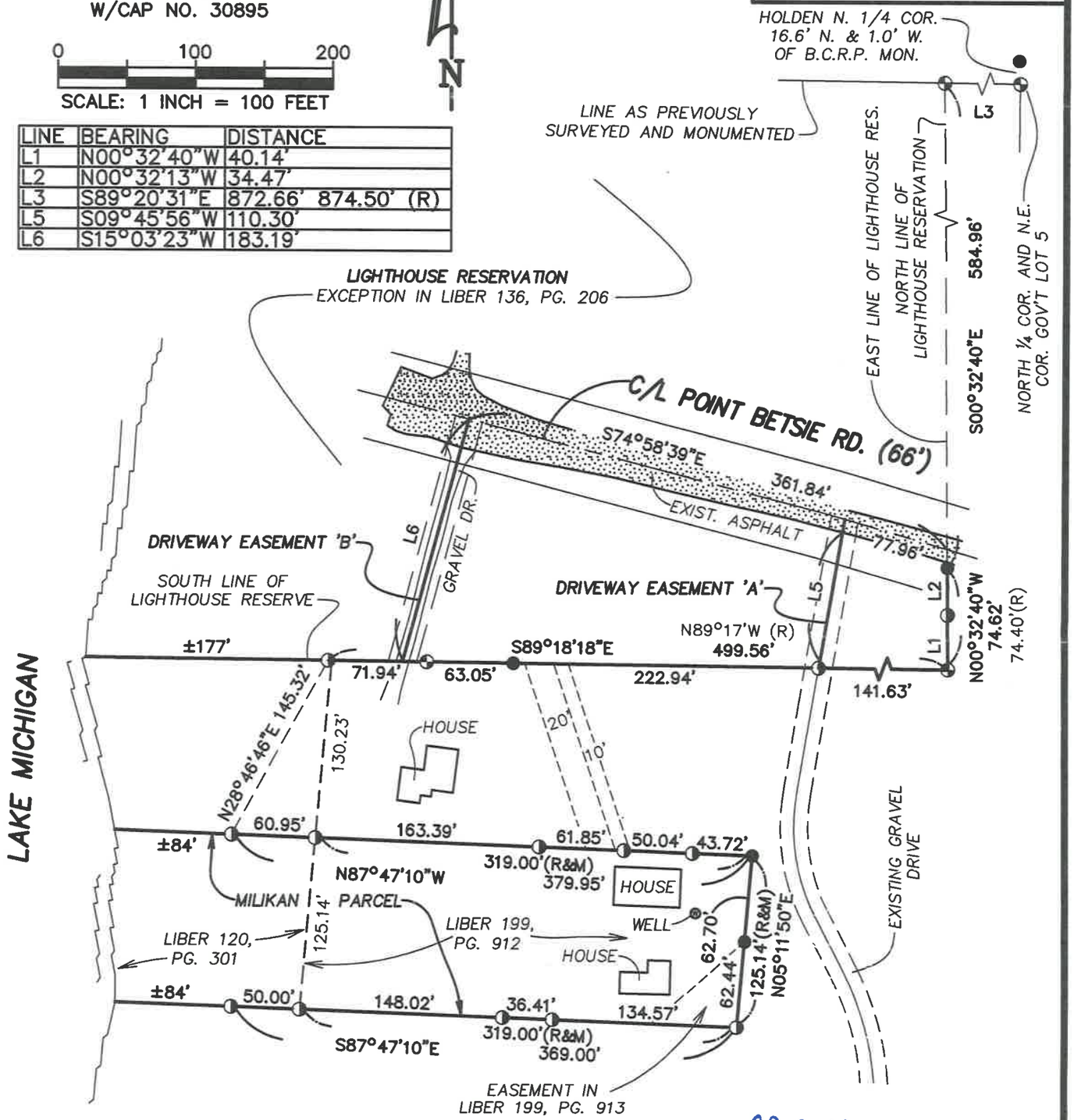
PART OF GOV'T LOT 5, SECTION 4, T26N, R16W, LAKE TOWNSHIP, BENZIE COUNTY, MICHIGAN.

◑ IRON SET PREVIOUSLY
◔ FOUND CONCRETE MON.
● FOUND IRON
○ SET 1/2 X 18" REBAR W/CAP NO. 30895

0 100 200
SCALE: 1 INCH = 100 FEET

N

LINE	BEARING	DISTANCE
L1	N00°32'40"W	40.14'
L2	N00°32'13"W	34.47'
L3	S89°20'31"E	872.66' 874.50' (R)
L5	S09°45'56"W	110.30'
L6	S15°03'23"W	183.19'



ORIGINAL

I hereby certify to ALAN C. ZETTERBERG, TRUSTEE that I have surveyed and mapped the parcel hereon described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with. Basis of Bearings: Prev. Survey by C.S., Job No. 2008-7272

This plat was prepared for the exclusive use of the person, persons or entity named in the certificate hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

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Field Notes Are in Book E-21, Page 77.

© CRYSTAL SURVEYING, L.L.C. 2023

John A. Snowdall
Professional Surveyor No. 40010 30895

Crystal Surveying, L.L.C.
Surveyors • Boundary Consultants
P.O. Box 108 • Beulah, MI 49617
(231)882-4303 Fax:(231)882-5211
crystalsurveying.llc@gmail.com

For: ALAN C. ZETTERBERG, TRUSTEE		
Date: JUNE 20, 2023		Scale: 1 INCH=100 FEET
Drn. By: SJS		Rev.:
Sheet 1 of 2		Job No.: 2021-8819

Driveway Easement A

A _____ wide easement for ingress and egress and the installation and maintenance of public and private utilities across part of Government Lot 5, Section 4, T26N, R16W, Lake Township, Benzie County, Michigan lying _____ feet each side of and coincident with the following described centerline:

Commencing at the Northeast corner of said Gov't Lot 5; thence along the north line of said Gov't Lot N89°20'31"W 872.66 feet to the northeast corner of the U.S. Government Lighthouse Reservation; thence along the east line of said reservation S00°32'40"E 584.96 feet to a point on the existing centerline of Point Betsie Road; thence along said centerline N74°58'39"W 77.96 feet to the POINT OF BEGINNING of said easement centerline; thence S09°45'56"W 110.30 feet to a point on the south line of said Lighthouse Reservation and the POINT OF ENDING of said easement centerline. The sidelines of said easement are to be extended or shortened to close upon the existing centerline of Point Betsie Road and the south line of said Lighthouse Reservation.

Driveway Easement B

A _____ foot wide easement for ingress and egress and the installation and maintenance of public and private utilities across part of Government Lot 5, Section 4, T26N, R16W, Lake Township, Benzie County, Michigan lying _____ feet each side of and coincident with the following described centerline:

Commencing at the Northeast corner of said Gov't Lot 5; thence along the north line of said Gov't Lot N89°20'31"W 872.66 feet to the northeast corner of the U.S. Government Lighthouse Reservation; thence along the east line of said reservation S00°32'40"E 584.96 feet to a point on the existing centerline of Point Betsie Road; thence along said centerline N74°58'39"W 361.84 feet to the POINT OF BEGINNING of said easement centerline; thence S15°03'23"W 183.19 feet to the south line of said Lighthouse Reservation and the POINT OF ENDING of said easement centerline. The sidelines of said easement are to be extended or shortened to close upon the existing centerline of Point Betsie Road and the south line of said Lighthouse Reservation.

Crystal Surveying, L.L.C.

Surveyors ~ Boundary Consultants
P.O. Box 108, Beulah, MI 49617
(231) 882-4303 Fax (231) 882-5211
Crystalsurveying.llc@gmail.com

FOR:	**Alan C. Zetterberg, TRUSTEE**
DATE:	**June 20, 2023**
SHEET:	**2 OF 2**
JOB NO.	**2021-8819**

Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 21, 2024

Subject: **MOU with the Department of Corrections**

Attached you will find a memorandum of understanding with the Michigan Department of Corrections for the copy machine maintained in the Parole and Probation space. With the renovation and changes to the copy machine in the new space, this MOU is being requested by the MDOC. This agreement does not cover anything outside of the copy machine.

It is my understanding that there was a similar agreement put in place for the prior copy machine.

Recommendation:

That the Board of Commissioners authorizes a five-year Memorandum of Understanding between the Michigan Department of Corrections and Benzie County for a printer/copy/scan/fax machine in Parole and Probation and authorizes the Chair to sign.

MEMORANDUM OF UNDERSTANDING

Between the

MICHIGAN DEPARTMENT OF CORRECTIONS

And

BENZIE COUNTY

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Michigan Department of Corrections (MDOC), whose address is 206 East Michigan Avenue, Lansing, MI 48933, and Benzie County, whose address is 448 Court Place, Beulah, Michigan 49617 . The Parties for the consideration specified in this Agreement, agree to the following terms and conditions:

Introduction

Pursuant to Public Act 232 of 1953, MCL 791.223a(5), "All rents, contractual services, supplies, materials and equipment which are a county responsibility on the effective date of this subsection, shall continue to be a county responsibility." In compliance with this, Benzie County is providing one multi-function devices (MFD) to be used by the Michigan Department of Corrections (MDOC) Parole/Probation Office located at 448 Court Place, Beulah, Michigan 49617. This device, **Sharp BP-50C26,** has the ability to print, copy, scan, fax, and has the serial number **43003763**.

Term of Agreement

Effective Date: May 2024 End Date: May 2029

This MOU may be renewed for three additional five-year terms upon the mutual agreement of the Parties.

Consideration

There is no remuneration for this MOU as it is for the mutual benefit of the Parties.

Obligations of MDOC

MDOC and Benzie County agree that this device will be installed as a network device on the State of Michigan (SOM) network and it will be set up to use all major functions (printer, copier, fax, and scanner). It will be used by the staff at the Benzie County Parole/Probation Office. MDOC agrees to install a data line and maintain the network to allow for full functionality of the MFD.

Obligations of Benzie County

The County agrees to provide/pay for any supplies for this device and maintenance support of the MFD. MDOC understands that this MFD will be maintained by Michigan Office Solutions (MOS) as it is a leased machine. Because sensitive data with personal information will occasionally be processed on this device and because this device has a hard drive (minimum 250 GB Hard Drive), the State requires that this hard drive by cleared of any image(s) of data (wiped) before the device leaves the Probation Office for any reason. As part of this MOU, the County is to perform a secure DOD 5 pass wipe on any MFD taken out of service. MDOC is to be noted in writing when the MFD has been successfully wiped.

Termination

This Agreement may be terminated by any party at any time for any reason by giving prior written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this agreement by their duly authorized representatives.

Heidi Washington, Director
Michigan Department of Corrections

Date

Bob Roelofs, Chair
Benzie County

May 28, 2024
Date

Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 21, 2024

Subject: **Materials Management Planning – Notice of Intent to Regionalize**

As indicated various times in the past, there are many benefits to regionalization when redrafting the materials management plan (MMP) as required by the State. I have recommended to the Board that regionalizing with Grand Traverse and Leelanau County makes the most since because of our similarities and the fact that we share many resources related to materials management. There are several other benefits of creating and implementing a multicounty MMP, including additional grant funding. Each eligible county will receive $60,000 plus, for the first three years, $0.50 per capita, not to exceed $300,000. Counties collaborating in a multicounty plan will each receive an additional $10,000 per year.

Funding for the first 3 years:

If Benzie County were to proceed with planning on its own, it would receive $60,000/year for plan development and implementation in addition to a per capita amount of close to $9,000.
A regional plan with Grand Traverse and Leelanau Counties would result in a combined $277,755/year for plan development and implementation.

In addition, collaborating counties can:

- Improve efficiencies, reduce costs, and allow for shared implementation costs.
- Streamline access to regional facilities and haulers.
- Identify solutions with counties facing similar challenges and opportunities.
- Use a standardized educational campaign for the planning area.
- Reduce contamination and increase marketability and value of materials.
- Reduce the need to have or create program expertise within each county.
- Increase service options for the region, making it easier to meet capacity and access requirements.
- Provide a larger pool of potential Materials Management Planning Committee (MMPC) representatives.

Further Considerations:

Leelanau, Benzie, and Grand Traverse Counties share the same legal counsel. This will ensure fair representation in the development of an interlocal agreement.

Because each County BOC still acts as their own County Approval Agency (CAA), there is no loss of authority when it comes to the planning and implementation of a regional plan. Grand Traverse County has volunteered to act as the Designated Planning Agent (DPA) for the planning area. While it is fully expected that the three counties will need to work together for this effort to be a success, Grand Traverse County will be doing much of the heavy lifting. The DPA does not make any decisions regarding planning or implementation, they are simply the coordinator of plan development, and responsible for the implementation once the plan has been created. The interlocal agreement can help better define these roles and responsibilities.

Timeline for Implementation

1. Leelanau County BOC approves concept of creating a regional MMP: May 21st
2. Benzie County approves concept of creating a regional MMP: May 28th
3. Draft Intergovernmental Agreement completed: May 31st
4. Benzie County BOC approves Intergovernmental Agreement: June 11th
5. Leelanau County BOC Executive Committee reviews Agreement: June 11th
6. Leelanau County BOC approves Agreement: June 18th
7. Grand Traverse County BOC approves Agreement: June 19th
8. All Counties submit notice of intent to develop a regional MMP to EGLE: July 6th
9. Planning process commences: mid-July/early August 2024
10. Planning process completed: No later than July 2027 (Counties have up to 3 years to complete the planning process.)

Recommendation:

That the Board of Commissioners authorizes the submission of a notice of intent to regionalize with Grand Traverse and Leelanau County for the redrafting of the Materials Management Plan and directs Administration to submit such notice through the Michigan Department of Environment, Great Lakes, and Energy, Materials Management Division, and further accepts the County Approval Agency responsibilities for the rewrite process.

Materials Management Planning

Quick Guide

Materials Management Plans (MMP) are required by amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 115), specifically Supbart 11, Materials Management Plans. These changes focus on sustainable materials management approaches, such as recyling and composting, instead of primarily disposal. MMPs, once approved, will replace exisitng solid waste management plans. This document provides guidance to assist with the development of these new MMPs.

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GLOSSARY OF TERMS

Benchmark Recycling Standard (BRS): a recycling curbside and drop-off access standard that each planning area must meet within the timelines identified in statute.

County Board of Commissioners (BOC): the elected governing body authorized to make policy decisions for the county, or the elected county executive, as appropriate.

County Approval Agency (CAA): the entity that assumes responsibility and is authorized to approve the MMP, by submitting a notice of intent for preparing the MMP. The CAA may be a county board of commissioners, all the municipalities in a county acting jointly, or a regional planning agency.

Designated Planning Agency (DPA): the agency and a specific individual of the agency designated by the CAA that shall serve as the primary government resource in the planning area for the administering and developing the MMP. "DPA" does not mean a regional planning agency, unless the CAA identifies the regional planning agency as the DPA.

Disposal Area: a facility that accepts solid waste for disposal, or handling prior to disposal, such as a landfill, incinerator, or solid waste processing and transfer facility.

Diverted Waste: waste generated by households, businesses, or government entities that can lawfully be disposed of at a municipal solid waste landfill or incinerator but is separated from other waste for better management. Examples of diverted waste include batteries, pesticides, pharmaceuticals, light bulbs, sharps, mercury containing devices, hazardous materials, or liquid wastes.

Managed Materials: solid waste, diverted waste, or recyclable material.

Materials Management Facility (MMF): a disposal area, materials utilization facility, or waste diversion center.

Materials Management Goal (MMG): goals identified in an MMP that are measurable, objective, and specific to the planning area identified to divert recyclables and organics from disposal. These goals include the municipal solid waste recycling rate goal, the benchmark recycling standards identified in Part 115, and any additional material utilization and reduction activities identified by the MMP.

Materials Management Planning Committee (MMPC): a permanent body that is appointed by the CAA to direct the Designated Planning Agency in the preparation, coordination and ensures fulfillment of the MMP.

Materials Utilization Facility (MUF): a facility, such as a materials recovery facility, anaerobic digester, compost facility, or innovative technology facility that processes recyclable materials for conversion into raw materials, intermediate, or new products.

Planning Area: the geographic area included within a materials management plan.

Regional Planning Agency: the Governor appointed 14 separate regions within the State for planning purposes. The Michigan Association of Regions map shows their geographical locations.

Waste Diversion Center: a facility designated for the purpose of receiving or collecting diverted wastes.

GOALS AND OBJECTIVES OF MATERIALS MANAGEMENT PLANNING

WHAT IS A MATERIALS MANAGEMENT PLAN (MMP)?

Each county is required by law, to have an MMP that assures adequate materials management capacity for all non-hazardous solid waste generated in the county. The plan will also assure that managed material is collected, processed, or disposed at facilities that are consistent with the county plan and comply with state laws and rules. This can include organics, recyclables, solid waste, and other materials. MMPs will also identify and regulate local criteria for siting of all materials management facilities, such as landfills, solid waste processing and transfer facilities, materials recovery facilities, composting facilities, and anaerobic digesters.

The materials management plan is not the end-goal. The goal is to create and implement a robust materials management system.

HOW DO PLANS HELP A COUNTY?

- Gives a county a tool in its authority over management of solid waste, recyclables, organics, and other related activities within their county.
- Allows for mechanisms to fund and promote materials management methods like recycling and composting.
- Illustrates 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.
- Funds the effort to inventory current materials management facilities and available capacity.
- Helps establish current generation of organics, recyclable materials, and 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.

MATERIALS MANAGEMENT PLANNING OVERVIEW

Materials management planning is a program designed to guide the management of counties' materials, with an emphasis on increasing sustainable practices, such as recycling and composting, in addition to ensuring safe disposal options. These materials can include food waste, yard clippings, recyclables, other source separated materials, and solid waste. Part 115 establishes statewide recycling goals and standards, and the MMP will identify an implementation strategy to meet those goals. MMPs will identify existing materials management facilities and the facilities needed to meet the plan goals, identify capacity required to manage its generated materials, and a siting process to develop new and required facilities.

WHAT DO I NEED TO KNOW ABOUT PLANS?

- MMPs will be required for each county, developed as a single or multicounty MMP.
- MMPs will focus on comprehensive materials management, including recycling, composting, other diversion activities, and disposal.
- MMPs will establish goals with measurable objectives to divert recyclables and organics from disposal, while also increasing recycling access and education.
- EGLE will initiate the planning process in September 2023.
- Counties will have 3 years to complete the planning process, including the MMP development and local approvals.
- Maximum timeframes are established throughout the development and approval process.
- Funding will be available annually for MMP development, implementation, and maintenance.
- Additional funding will be available for counties that participate in multicounty planning.
- MMPs replace existing solid waste management plans, once approved.
- This shift to more sustainable materials management strategies aligns with Michigan's MI Healthy Climate Plan.

WHO IS INVOLVED IN PLANNING ACTIVITIES?

Materials management planning will require coordination and collaboration across county and local governments and the materials management industry. Below are the main entities.

- County Approval Agency (CAA).
- Designated Planning Agency (DPA).
- Materials Management Planning Committee (MMPC).

See the following for more details.

MATERIALS MANAGEMENT PLAN REQUIREMENTS

An MMP shall include the following requirements:

- Measurable, objective, and specific goals of the planning area, for solid waste diversion from disposal areas, including, but not limited to, the municipal solid waste recycling rate, the benchmark recycling standards, and the material utilization and reduction activities identified by the MMP.
- An implementation strategy for the county to demonstrate progress toward or to meet the materials management goals by the time of the 5-year MMP review. The strategy will include:
    - How progress will be made to reduce the amount of organic material being disposed of, through food waste reduction, composting, and anaerobic digestion.
    - How progress will be made to reduce recyclable materials being disposed of through increased recycling, including expanding convenient access and recycling at single and multifamily dwellings, businesses, and institutions.
- A description of the resources needed for meeting the materials management goals and how the development of necessary materials utilization facilities and activities will be promoted.
    - A description of how the benchmark recycling standards will be met.
    - A timetable for implementation.
- All managed material generated in the planning area will be identified by type and tonnage, to determine the planning area's managed material capacity needs and that all managed material is included in the planning area's materials management goals.
- Require that a proposed materials management facility meets the requirements of Part 115 and is consistent with the materials management goals.
- Identify and evaluate current and planned materials management infrastructure and systems that contribute or will contribute to meeting the materials management goals.
- Include an inventory of the names and addresses of the following:
    - Existing disposal areas.
    - Materials utilization facilities.
    - Waste diversion centers.
- Contain a facility inventory that shall, at a minimum, include the following information:
    - A summary of deficiencies, if any, in meeting current materials management needs.
    - The facility latitude and longitude.
    - The estimated facility acreage.
    - A description of the materials managed.
    - The processes for handling materials at the facility.
    - The total authorized capacity of the facility.
    - Include acknowledgement by the facility for capacity purposes, if applicable.

- If the inventoried facilities do not provide sufficient capacity for managed materials, the MMP shall identify specific strategies, including a schedule and approach to develop and fund needed capacity.
- Ensure that the materials management facilities that are identified as necessary to be sited can be developed.
- An enforceable mechanism to meet the goals of the MMP and implement the MMP.
- Calculate the municipal solid waste recycling rate for the planning area.
- Describe the materials management transportation infrastructure.
- Include current and projected population densities and identify population centers and centers of managed material generation in the planning area, to demonstrate that the capacity required for managed material is met.
- Describe the mechanisms by which municipalities in the planning area will ensure convenient recycling access, such as one or more of the following:
    - Assignment of the responsibility to the county or an authority.
    - A franchise agreement.
    - An intergovernmental agreement.
    - Municipal service.
    - Licensing under an ordinance.
    - A public-private partnership.
- Specify a recommended minimum level of recycling service that incorporates the access requirements of the benchmark recycling standards.

  The county or municipality within the planning area may, through an appropriate enforceable mechanism, require haulers operating in its jurisdiction to provide the recommended level or a different minimum level of recycling service.

- Identify the DPA and the entity or entities responsible for each of the MMP's responsibilities.
- With respect to education and outreach for residents and businesses in the planning area, do both of the following:
    - Provide a strategic plan that identifies roles, responsibilities, funding sources, and methods for persons providing the education and outreach services.
    - Describe the county or regional role in providing continuing recycling education. The recycling education shall include, but is not limited to, providing a recycling guide both in hard copy at select public locations and electronically on a cell phone-friendly website. The recycling guide shall do the following:
    - ✓ Identify recycling locations.
    - ✓ Identify recyclable materials.
    - ✓ Explain how to prepare recyclable materials for collection.
    - ✓ Describe other best practices.

- Include a listed telephone number for additional information. Include a siting process and a copy of any ordinance, law, rule, or regulation of a municipality, county, or governmental authority within the planning area that applies to the siting process.
- Take into consideration the MMPs of counties adjacent to the planning area, as they relate to the planning area's needs.
- Document all opportunities for participation and involvement of the public, all affected agencies, parties, and the private sector, in the preparation of the MMP.
- An MMP may include management plans for debris from environmental damage, for debris from disasters, or for other materials, such as construction or demolition waste, not otherwise required to be covered by an MMP.
- If a solid waste landfill is proposed to be developed in the planning area within two (2) miles of a municipality that is located adjacent to the planning area, or if a solid waste processing and transfer facility or materials utilization facility is proposed to be developed in the planning area within one (1) mile of such a municipality, both of the following apply:
    - The CAA shall notify the legislative body of the adjacent municipality, of the proposed development, in writing. The notice shall include a copy of this subsection.
    - The planning committee shall provide the adjacent municipality an opportunity to comment on the proposed development.
- An MMP shall include a siting process with a set of minimum criteria.
    - The siting process shall not include siting criteria that are more restrictive than state law, if a materials utilization facility could not be developed anywhere in the planning area under those criteria.
    - A materials utilization facility need not be sited, if the CAA or DPA demonstrates to the department that the planning area has available capacity sufficient to address the managed materials identified by the MMP as being generated in the planning area.

RESPONSIBLE PARTIES - ROLES AND RESPONSIBILITIES

MATERIALS MANAGEMENT PLAN (MMP) PARTIES AND GENERAL RESPONSIBILITIES:

- The County Board of Commissioners or elected county executive, municipalities within the county, or the regional planning agency may assume responsibility for a planning area. This responsible entity becomes the CAA.
- The CAA will appoint a DPA to develop the MMP.
- The CAA will also appoint an MMPC to identify planning area priorities and direct the DPA for MMP preparation.

COUNTY BOARD OF COMMISSIONERS (BOC) DUTIES:

- Receives the request from EGLE to prepare an MMP.
- May file the Notice of Intent (NOI) to prepare the MMP or decline to prepare the MMP.
- If the BOC declines preparation of the MMP, they shall advise the municipalities and the Regional Planning Agency (RPA) of their decision.
- Receives MMP grant money from EGLE and distributes it to the CAA.
- Automatically responsible for Plan implementation, if EGLE prepares the MMP.

NOTE. If the BOC declines to submit the NOI, the municipalities or RPA can request an extension to allow the parties an opportunity to determine who will file the NOI. If an NOI is not filed, EGLE may prepare the MMP.

COUNTY APPROVAL AGENCY DUTIES:

- Serves as the primary responsible party.
- Responsible for MMP implementation.
- Consults with adjacent counties regarding interest in preparing a multicounty MMP.
- Appoints the DPA.
- Appoints an MMPC.
- Oversees the creation and implementation of the DPA's work program.
- Utilizes the MMP Grant funds for MMP development and implementation.
- Approves the MMP prior to municipal approval.
- Approves MMP modifications, if needed.
- Certifies to the Department the progress toward meeting all components of its materials management goals.

DESIGNATED PLANNING AGENCY DUTIES:

- Serves as the primary government resource in the planning area for information about the MMP and the MMP development process.
- Prepares the MMP work program.
- Prepares the MMP.
- Consults with all affiliated entities.
- Publishes required public notices.
- Obtains written approvals from the Planning Committee, CAA, and municipalities.
- Manages the public comment process.
- Drafts language for review and approval of the Planning Committee.
- Ensures approval process and submittals comply with Part 115.

MATERIALS MANAGEMENT PLANNING COMMITTEE (PLANNING COMMITTEE/MMPC) DUTIES:

- Directs the DPA in the preparation of the MMP.
- Reviews and approves the DPA work program.
- Identifies relevant local policies and priorities.
- Ensures coordination in the preparation of the MMP.
- Advises county (or counties if multi-county) and municipalities.
- Ensures that the DPA is fulfilling all the requirements and rules promulgated under this part, as to both the content of the MMP and the public participation requirement.
- Notifies the applicable parties of any identified deficiencies.
- Approves the MMP prior to public comment.
- Provides the final level of approval of the MMP before it is presented for CAA approval.

EGLE PREPARED MMP

- If EGLE is responsible for preparing the MMP for two or more counties, EGLE may include those counties in the planning area of a single MMP and may exercise its powers and perform its duties for those counties jointly.
- EGLE will develop an MMP using the standard format and having specific requirements, as required by Section 11580 of Part 115.
- MMP Grant funds may be used by the department for MMP preparation.
- The BOC is automatically responsible for the EGLE prepared Plan implementation.

PLAN INITIATION PROCESS

OUTLINE OF STEPS:

STEP 1: EGLE Director Initiates the MMP Process *(THE COUNTY HAS 180 DAYS TO FILE THE NOI).*

STEP 2: CAA Responsibility Determined.

STEP 3: Multicounty Planning Consideration.

STEP 4: Develop Interlocal Agreement for a Multicounty MMP (if applicable).

STEP 5: Submit Notice of Intent (NOI) to EGLE and CAA Confirmed.

DETAILS OF STEPS:

STEP 1: EGLE Director Initiates MMP process.
EGLE will request each county BOC or County Executive, as appropriate, to submit an NOI to prepare an MMP. The NOI shall be submitted within 180 days of this request.

STEP 2: CAA Responsibility Determined.
Each county BOC will have the first opportunity to assume responsibility for the MMP and complete the initial tasks required of the CAA. If the BOC declines this responsibilities, then all municipalities in the county jointly or the RPA may elect to take the CAA responsibilities. If the municipalities and the RPA declines the CAA responsibilities, EGLE shall write the MMP on behalf of the County.

NOTE: A formal decision by resolution or similar mechanism will be required to document either a confirmation or a rejection of each county or RPA, as appropriate, regarding the CAA entity decision.

If the BOC declines to become the CAA, they will give up their authority for ALL responsibilities for the MMP and the entity that becomes the CAA will be granted those responsibilities in lieu of the BOC.

Multicounty plans will follow the same procedure for approval of a single county plan. Each county represented in multicounty plan will confirm its own CAA, then jointly designate a single DPA, and enter an interlocal agreement for preparation of the multicounty plan.

STEP 3: Multicounty Planning Consideration
Before submitting the NOI, each CAA shall consult with each adjacent county regarding the option of preparing a multicounty MMP. Documentation of these consultations is required to be submitted with each NOI. Please see Section 11571(7) for additional information.

STEP 4: Develop Interlocal Agreement for a Multicounty MMP (if applicable).
For those counties that intend to develop a multicounty MMP, an interlocal agreement must be developed between all counties preparing its MMP. Documentation of an executed interlocal agreement is required to be submitted with each NOI, if applicable.

STEP 5: Submit Notice of Intent to EGLE and CAA Confirmed.

Once the NOI is submitted the entity is then confirmed as the CAA. Each CAA shall submit the following items as part of their NOI submittal:

- NOI indicating which entity will become the CAA, accepting responsibility for the preparation and responsibilities of the MMP development, implementation, and authorities.
- Documentation indicating the CAA consulted with each adjacent county regarding the option of preparing a multicounty MMP.
- Documentation of the outcome of the above adjacent county consultation, including a copy of any interlocal agreement identifying the process for creating a multicounty MMP.

NEXT STEPS: For next steps, see the Plan Development and Approval section of this Guide.

COUNTY APPROVAL AGENCY

The **CAA** is the entity that assumes responsibility and authority over the MMP. The CAA will be responsible for approving and implementing the MMP, determining whether to pursue multicounty planning with adjacent counties, and filing an NOI. This section contains the steps and guidance for determining the CAA, as well as its roles and responsibilities.

DETERMINATION OF THE CAA:

- The BOC will receive the initial request from EGLE to prepare an MMP.
- The BOC may accept or decline responsibilities to prepare the MMP
- If the BOC files the NOI with a response of "accept," they are assuming responsibility of the MMP, and are declaring themselves the CAA.
- If the BOC declines preparation of the MMP, they shall advise the municipalities and the RPA of their decision.
- The municipalities, acting jointly, or the RPA, then have the option to file the NOI and become the CAA.
- If the BOC declines, if needed, the municipalities or the RPA can request an extension of the deadline to file the NOI to make their determination. If no NOI is filed or all entities decline, EGLE will prepare the MMP, and it will be final.

NOTE. Before filing the NOI, the entity who chooses to do so must also complete various pre-planning activities, including consulting with adjacent counties to gauge interest in a multicounty MMP and completing an interlocal agreement if pursuing a multicounty MMP.

RESPONSIBILITIES OF THE CAA:

- Primarily responsible for all aspects of the MMP.
- Responsible for MMP implementation.
- Consults with adjacent counties regarding preparing a multicounty MMP prior to filing the NOI.
- Appoints the DPA.
- Appoints a Materials Management Planning Committee.
- Oversees the creation and implementation of the DPA's work program.
- Utilizes the MMP Grant funds for MMP development and implementation - this will be distributed initially to the BOC or County Executive, and then must be sent to the CAA.
- Approves the MMP prior to municipal approval.
- Approves MMP modifications, if needed.
- Certifies to EGLE the progress toward meeting all components of its materials management goals.

Once the CAA files the NOI and all supporting documentation, it is recommended that the CAA immediately start the next steps in the MMP development process because the filing of the NOI triggers a 180-day time limit to complete all the following tasks:

- Appoint the DPA.
- Appoint the MMPC.
- The DPA Prepares the Work Program.
- The MMPC Approves the Work Program.
- EGLE Approves the Work Program.

DESIGNATED PLANNING AGENCY (DPA)

The **DPA** is the agency, and an individual within that agency, identified as the primary contact person for administering and preparing the MMP. [Section 11574].

DPA RESPONSIBILITIES:

- Serves as the primary government resource in the planning area for information about the MMP and leads the MMP development process.
- Under the direction of the MMPC, prepares the MMP using the EGLE provided format, solicits public comment, and obtains MMP approval.
- During the preparation of the MMP, solicits the advice of and consults with the following organizations:
    - Municipalities, various organizations related to materials management, and the private sector, such as materials management facility operators, in the planning area.
    - The county or regional planning agency.
    - Counties and municipalities in counties that are adjacent to the planning area.

Public Notice and Comments:

At least 10 days before each public meeting where the DPA will discuss the MMP, a notice of the meeting must be given to the elected official of each municipality within the planning area, to adjacent communities, and to anyone else within the planning area that requests notice of these meetings. The notice shall indicate as precisely as possible the subject matter being discussed.

Once the MMP is drafted and approved by the MMP Committee, the DPA is required to:

- Share the MMP draft for public review and comment for a minimum of 60 days.
- Conduct a public hearing on the MMP during the public comment period. A public notice of the hearing must be published at least 30 days prior to the hearing.
- Publish the notice in a newspaper, or by electronic media, with major circulation or viewership in the planning area. The notice must state where to find the draft MMP, the end date of the public comment period, and solicit public comment. Online notices must remain posted until the end of the public comment period. This notice may also serve as the public hearing notice.
- Provide a copy of the MMP along with a notice of the end of the public comment period to:
    - EGLE.
    - Each municipality within the planning area.
    - Counties and municipalities adjacent to the planning area that may be significantly affected by the MMP or that have requested the opportunity to review the MMP.
    - The regional planning agency for each county in the planning area.
- Submit a summary of comments received during the public comment period to the MMPC.
- Revise the MMP based on public comment, as directed by the MMPC. The DPA has 30 days from the end of the public comment period to resubmit the MMP to the planning committee, if applicable.
- The DPA must ensure that the MMP approval process has been followed. See the Materials Management Planning Committee section of this document more details.

MATERIALS MANAGEMENT PLANNING COMMITTEE

The MMPC/Planning Committee is a permanent body that is appointed to direct the DPA in the preparation of the MMP. [Section 11572 and 11573]

DUTIES AND RESPONSIBILITIES OF THE MMPC

- Directs the DPA in the preparation of the MMP.
- Reviews and approves the DPA work program.
- Identifies relevant local policies and priorities.
- Ensures coordination in the preparation of the MMP.
- Advises counties and municipalities regarding the MMP.
- Ensures the DPA is fulfilling the requirements of Part 115, including the MMP's content and public participation.
- Notifies the DPA and applicable parties of any deficiencies in the MMP or the process.
- Approves the MMP prior to public comment.
- Provides the final level of MMP approval before it is presented for CAA approval.

COMMITTEE APPOINTMENTS

- Initial members are appointed for a 5-year term.
- After initial 5-year term there should be a period of staggered appointments (2, 3, 4, and 5-year terms; the following example of Staggered Appointments).
- After staggered positions are established, their successors should be appointed for 5-year terms.
- Members can be reappointed.
- Vacancies should be filled for the unexpired term in the same manner as the original appointment.
- Members can be removed by CAA due to incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office.

Exampled of Staggered Appointments



VOTING

- A majority of members present at a meeting constitutes a quorum for the transaction of business.
- An affirmative vote from the majority of the members appointed is required for official action to be taken.
- The approval of a County and/or Regional MMP requires the affirmative vote of a majority of the full planning committee. For example, if:
    - There are 13 total member positions (12 active members and 1 vacant position).
    - When a vote is taken, a minimum of 7 affirmative votes are required for that action to pass.
    - Votes needed are based on the total number of available positions, not how many are currently filled and/or present at the meeting.

PLANNING COMMITTEE MEMBER REQUIREMENTS

All members must either provide services to or reside within the planning area and be defensible if challenged.

Member Requirements

- A solid waste disposal facility operator.
- A representative of a hauler of managed material.
- A materials recovery facility operator.
- A composting facility or anaerobic digestor operator.
- A waste diversion, reuse, or reduction facility operator.
- A representative of an environmental interest group that has members residing in the planning area.
- An elected official of the county.
- An elected official of a township.
- An elected official of a city or village.
- A representative of a business that generates a managed material.
- A representative of the regional planning agency whose territory includes the planning area.

Optional Members/Scenarios

- The CAA may appoint one additional representative that does business in or resides in an adjacent community outside the planning area.
- If during the MMP development or amendment process, a solid waste landfill is proposed in the planning area within 2 miles of a municipality that is located adjacent to the planning area, or if a solid waste processing and transfer facility or materials utilization facility is proposed in the planning area within 1 mile of such a municipality, the CAA shall notify the adjacent municipality in writing. This municipality may provide comment on the proposed development.

Optional Multicounty Planning Members

In addition to the above committee members, each county in a multicounty plan may appoint the following additional members:

- An elected official of the county or a municipality.
- A representative from a business that generates managed materials.

Minimum Planning Committee Members

If the CCA has difficulty finding qualified individuals to serve on the planning committee, EGLE may approve a reduction in the number of members. Contact EGLE for more details.

PLAN DEVELOPMENT AND APPROVAL PROCESS

This section details the steps to develop and approve the MMP and grant eligibility, after the EGLE Director initiates the MMP development process (Part 115, Sections 11571–11576, 11580, 11587).

STEP 1. NOI is filed and the responsible entity becomes the CAA within 180 days of EGLE's request. If an NOI was not filed by the BOC, the municipalities or RPA can request an extension from EGLE to allow the parties an opportunity to determine who will file the NOI with an EGLE approved extension.

- If an NOI was filed, continue to Step 2.
- If an extension was requested by the municipalities or RPA from EGLE and approved by EGLE, continue to Step 2.
- If an extension was not requested or an NOI was not filed, EGLE shall prepare the MMP. The EGLE prepared MMP is final, and the process ends.

The CAA has a total of 36 months from the date an NOI is filed to complete its portions of the process.

STEP 2. After the NOI is submitted, the following must be completed:

- The CAA establishes the DPA. The CAA will have the option to identify a DPA while filing its NOI. This is highly recommended to give the DPA ample time to complete the remaining tasks. However, the CAA has up to 120 days to officially appoint their DPA.
- Within 180 days: The CAA appoints the MMPC; the DPA will draft the Work Program; the MMPC approves Work Program and submits the Work Program to EGLE; EGLE approves the Work Program. All tasks must be completed within this 180-day given timeframe.

The CAA is grant eligible once an NOI is filed, a DPA and MMPC have been appointed, and a Work Program has been approved by the MMPC and EGLE. *It is recommended to begin MMP drafting and development while waiting for MMP grant distribution, to ensure the 36-month total timeframe is met*.

STEP 3. The MMP is drafted.

STEP 4. The MMPC approves the draft MMP.

STEP 5. The MMP goes to public comment for a minimum of 60 days. During this time, a public hearing is conducted by the DPA.

- The public hearing notice shall be published at least 30 days prior to the public hearing date. Documentation must be provided to EGLE.

STEP 6. Once the public comment period and hearing are completed, the DPA has 30 days to revise the draft MMP based on comments received and send the draft MMP back to the MMPC for approval, if applicable.

STEP 7. The MMPC approves the MMP by majority vote within 30 days after the DPA has sent the revised draft MMP back for final approval.

STEP 8. The CAA must approve or reject the MMP within **60 days** after the MMPC has approved the MMP.

- If the CAA approves the MMP, continue to Step 9.
- If the CAA does not approve the MMP within **30 days,** the CAA sends the MMP back to the MMPC with objections.
  - The MMPC then responds to the CAA within **30 days.**
  - The CAA acts on the MMP.
    - ✓ If the CAA approves the MMP, continue to Step 9.
    - ✓ If the CAA does not approve the MMP, the CAA prepares its own MMP, then continues to Step 10.

STEP 9. Within **10 business days** of CAA approval, the DPA sends the MMP to all municipalities in the County.

STEP 10. Municipalities are given **120 days** to approve or reject the MMP.

- Only those municipalities that voted within the 120 days will count toward approval or rejection of the MMP. *All municipalities that have not responded within the 120-day timeframe will NOT count toward the 67 percent.*
- If 67 percent of the municipalities that acted on the MMP within 120 days approve of the plan, continue to Step 11.
- *NOTE: 67 percent of the municipalities that respond to the vote must approve the MMP.*
- If 67 percent of municipalities that voted within 120 days do not approve the MMP, **then EGLE will prepare the MMP, it will be final, and the process ends.**
- NOTE: ALL tasks to this point must be completed within **36 months.**

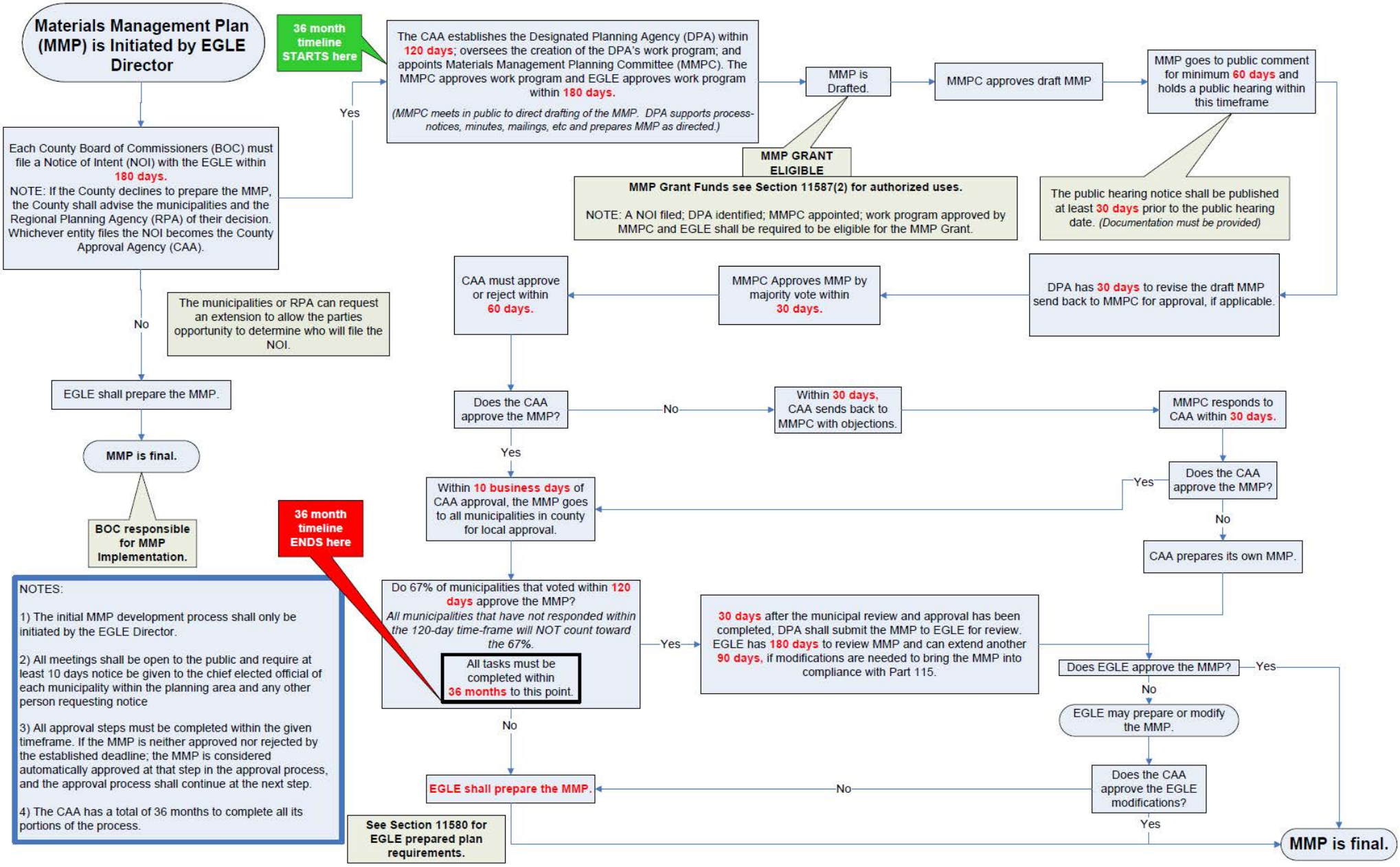
STEP 11. 30 days after the municipalities review and approve the MMP, the DPA shall submit the MMP to EGLE for final review, continue to Step 12.

After the MMP is submitted by the DPA, EGLE has 180 days to review. The review can be extended by another 90 days if modifications are needed to bring the MMP into compliance with Part 115.

STEP 12. If EGLE approves the MMP, the MMP is final, and the process is complete. If EGLE does not approve the MMP, EGLE may prepare or modify the MMP, and the process continues to Step 13.

STEP 13. EGLE submits the MMP to the CAA. If the CAA approves the EGLE modifications of the MMP, the MMP is final, and the process is complete. If the CAA does not approve the EGLE modifications to the MMP, EGLE prepares the final MMP, and the process is complete.

MATERIALS MANAGEMENT PLAN APPROVAL PROCESS



NOTES

- All meetings shall be open to the public and require at least **10-day** notice be given to the chief elected official of each municipality within the planning area and any other person requesting notice.
- All approval steps must be completed within the given timeframe. If the MMP is neither approved nor rejected by the established deadline, the MMP is considered automatically approved at that step in the approval process, and the approval process shall continue at the next step.
- The CAA has a total of 36 months to complete all its portions of the process.

EGLE PREPARED MATERIALS MANAGEMENT PLAN REQUIREMENTS

- Materials utilization facilities or solid waste processing and transfer facilities are automatically found to be consistent with the MMP if they: (1) are exempt from permit and license requirements; (2) comply with local zoning requirements; and (3) that are identified in the MMP.
- The MMP cannot approve any non-contiguous additional solid waste landfill disposal capacity unless the BOC has shown a demonstrated need (Section 11509(9)).
- The MMP shall require all haulers servicing the planning area, per Part 115, to provide recycling access per the Benchmark Recycling Standard.

Further, an EGLE prepared MMP will not contain a requirement for additional siting criteria or the criterion that the Host Community provides an approval for the development of any facility.

MATERIALS MANAGEMENT PLANNING GRANTS

WHO IS ELIGIBLE TO RECEIVE FUNDING?

Each county that applies and meets the eligibility requirements will receive funding. Funds will be granted to the BOC once the grant application and agreement are approved. If the BOC is not identified as the CAA, then it is the responsibility of the BOC to distribute the funds to the appropriate CAA within 60 days after receipt of the funds. *If EGLE is preparing the MMP for the County, the funds may be utilized by EGLE.*

HOW CAN FUNDING BE USED?

Funds can be used for preparing, implementing, and maintaining an MMP. Including:

- Development of a work program as described in Section 11587 of Part 115.
- Developing and amending an MMP.
- Ensuring public participation.
- Resources used to determine whether new facilities are consistent with the MMP.
- Collecting, submitting, and evaluating data for the database for facility reporting purposes.
- Recycling education and outreach.
- Establishing and continuing recycling and materials utilization programs consistent with the goals.
- Preparation of required reports to EGLE.
- Efforts to obtain support for the MMP and planning process.
- Other efforts related to MMP implementation.

Funds can be used for implementation, however, the MMP development costs take precedence, and an Implementation Work Program has been approved as part of the MMP Grant Agreement.

WHEN IS FUNDING AVAILABLE?

These grants will be awarded annually. To receive funds in the first 3 years, the CAA must have:

- Appointed the DPA.
- Appointed the MMPC.
- A Work Program Prepared by the DPA.
- A Work Program Approved by the MMPC.
- A Work Program approved by EGLE.

The Work Program must contain activities for developing and implementing the MMP and must show associated costs to be covered by the County and the grant. Grantees must keep records documenting use of grant monies.

HOW MUCH FUNDING IS AVAILABLE?

Grants will be calculated using the following:

- $60,000 for each county in the planning area.
- $10,000 additional for each county in a multicounty planning area.
- For the first 3 years, an additional 50 cents per capita of each county*, up to $300,000.

**Based on the 2020 Census Data*

Per capita money will not be available for future MMP development.

HOW LONG IS FUNDING AVAILABLE?

Funding is established by the Income Tax Act Of 1967 Act 281 Of 1967, specifically Section 206.51g, Renew Michigan Fund, and is subject to appropriation.

MULTICOUNTY MATERIALS MANAGEMENT PLANNING

In many cases, MMPs for a multicounty area may be more effective and efficient than plans developed for single counties. Multicounty MMPs may improve operations, costs, environmental outcomes, education and outreach efforts, and market development. Each county is required to consult with adjacent counties to consider multicounty planning and additional grant funds are available for counties participating in a multicounty MMP.

REQUIREMENTS FOR THE DEVELOPMENT OF A MULTICOUNTY MMP

- An MMP may include two or more counties if each of those counties agree to the joint exercise of powers and performance of the duties under Subpart 11 for the BOC and of the CAAs.
- Multicounty MMPs are subject to the same procedure for approval as single-county MMPs. A multicounty MMP shall include a process to ensure that the MMP requirements are met.
- CAAs preparing a multicounty MMP, shall appoint a single planning committee. For each county, additional planning committee members may be appointed:
    - An elected official of the county or a municipality in the planning area.
    - A representative from a business that generates managed materials within the planning area.

MULTICOUNTY COLLABORATION

Counties will be required to document that they contacted, at a minimum, their adjacent counties, regarding the option and interest in preparing a multicounty MMP. Documentation memorializing the outcome and any interlocal agreements identifying the process for creating a multicounty MMP will be submitted to EGLE with each county's NOI.

NOTE: Counties consulted may reside outside the state-designed planning region.

THE BENEFITS OF MULTICOUNTY PLANNING

There are several benefits of creating and implementing a multicounty MMP, including additional grant funding. Each eligible county will receive $60,000 plus, for the first three years, $0.50 per capita, not to exceed $300,000. Counties collaborating in a multicounty plan will **each** receive an additional $10,000 per year. In addition, collaborating counties can:

- Improve efficiencies, reduces costs and allows for shared implementation costs.
- Streamline access to regional facilities and haulers.
- Identify solutions with counties facing similar challenges and opportunities.
- Use a standardized educational campaign for the planning area.
- Reduce contamination and increase marketability and value of materials.
- Reduce the need to have or create program expertise in each county.
- Increase service options for the region, making it easier to meet capacity and access requirements.
- Provide a larger pool of potential MMPC representatives.

WHAT RESOURCES ARE AVAILABLE?

- MMP Toolbox
- Email: EGLE Planning Staff
- Materials Management Planning Program Staff Map
- Recycling Program Staff Map
- Regional Planning Agencies
- County DPA Contacts
- Materials Management Facilities ArcGIS Map
- Funding Opportunities (see Planning Website)
- Mega Data Collection Project

Visit Michigan.gov/EGLEMMP or contact EGLE-MMP@Michigan.gov for more information.

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Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 22, 2024

Subject: **Repaving Parking Lots**

Attached you will find two proposals to repair and pave the Sheriff's Office parking lot and employee parking lot. The Buildings and Ground committee reviewed these proposals and discussed the need for repairing these parking areas. In 2019, the Governmental Center parking areas were repaired, expanded, and paved, but the other parking areas were not. They are due to be done.

We have allocated $100,000 in ARPA funding for this project. However, the proposals have come in a bit higher. I have recommended to the Buildings and Ground committee, and they agree that the Governmental Center window replacement project be bumped to cover the overage of the paving project. If a window needs a replacement, we will approach it on a single window rhythm, however, I haven't heard of any additional window concerns recently.

The Buildings and Ground committee has recommended moving forward with Team Elmers for this project. This Team Elmers proposal is more than Molon, however given the past experiences with Elmers and the fact that they propose the project being done in one phase versus two, it justified the high cost to the committee.

Finally, it should be noted that the approach to the employee parking lot was damaged in parts due to the lower lever expansion project and Grand Traverse Construction will cover a portion of the cost to repair.

Recommendation

That the Board of Commissioners accepts the proposal from Team Elmers in the total amount of $119,220.00, with funds available from the ARPA Capital Fund.

PROPOSAL

TEAM Elmers
Esphalt™ • Excavation • Concrete • Cranes

P.O. Box 6150 Traverse City, MI 49696-6150
1.800.3ELMERS • 231.943.3443 • 231.943.8975 Fax
www.TeamElmers.com
EOE/AA

Proposal submitted to:

BENZIE COUNTY SHERIFFS OFFICE	231 882-4484	4/11/2024
ATTN: SHERIFF ROSA	ASPHALT PAVING	
505 S MICHIGAN AVE	SAME	
BEULAH MI, 49617	2023-1040	BENZIE

We hereby submit specifications and estimates for:

BENZIE COUNTY SHERIFFS OFFICE
AREA 1. MAIN PARKING LOT- APPROXIMATELY 15000SF
1. PULVERIZE EXISTING ASPHALT LOT TO GRANULAR CONDITION. FINE GRADE AND COMPACT FOR PAVING. ALL EXCESS MATERIAL TO STAY ON SITE IN DESIGNATED AREA.
2. PLACE ASPHALT IN TWO LIFTS TOTAL 3" THICKNESS.
ASPHALT BASE COURSE AT 1 1/2" THICKNESS 4EL MIX.
ASPHALT TOP COURSE AT 1 1/2" THICKNESS 5EL MIX.
3. STRIPE LOT

AREAS 2, 3, 4, 5. - APPROXIMATELY 13850 SF
1. PULVERIZE EXISTING ASPHALT LOT TO GRANULAR CONDITION. FINE GRADE AND COMPACT FOR PAVING. ALL EXCESS MATERIAL TO STAY ON SITE IN DESIGNATED AREA.
2. PLACE ASPHALT IN TWO LIFTS TOTAL 3" THICKNESS.
ASPHALT BASE COURSE AT 1 1/2" THICKNESS 4EL MIX.
ASPHALT TOP COURSE AT 1 1/2" THICKNESS 5EL MIX.
3. STRIPE LOT

ESTIMATED TOTAL..... $118,420.00

CONCRETE APPROACH TO EMPLOYEE LOT- APPROXIMATELY 175SF
1. REMOVE EXISTING CONCRETE APPROACH. PREP AND PAVE BACK WITH ASPHALT TOTAL 3" THICKNESS. $800.00

**DOES NOT INCLUDE ADDITIONAL GRAVEL IF REQUIRED.

**ELMERS REQUIRES 50% DOWN PAYMENT UPON ACCEPTANCE OF PROPOSAL. IF PAYING BY CHECK (PREFERRED), PLEASE ENCLOSE AND RETURN WITH THE SIGNED PROPOSAL. IF PAYING BY CREDIT CARD, SIGN THE PROPOSAL, RETURN, AND OUR OFFICE WILL CONTACT YOU TO PROCESS YOUR PAYMENT.

THANK YOU

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. The General Conditions attached hereto or appearing on the back side of this Proposal are hereby incorporated by reference.

Authorized Signature Pete J Rosa
Name: PETE ROSA

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature Bob Roelofs
Bob Roelofs, BOC Chair (sign and return copy upon acceptance)

Date of Acceptance May 28, 2024

A finance charge of 1.5% per month, which is an annual percentage rate of 18% per year, or a minimum charge of $ 50 per month, shall be applied to all accounts over 30 days past due.

When reviewing estimates and selecting a contractor:

- Always get multiple bids for a project. The lowest bid is not necessarily the best choice. Try to get an understanding of why one bid is significantly lower or higher than others; the reasons might change your decision.
- Get recent references from the contractors you are considering.
- Make sure the contractor has the appropriate business and builder licenses, as well as insurance.
- All project specifications and payment terms should be written in the contract.
- The best contractors provide a written warranty or guarantee.

Fully Bonded & Insured • Daily quality control checks for all products

$119,220.00

GENERAL CONDITIONS

No Oral Agreements:

It is expressly understood that all the items, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind other than those set forth in this Proposal. No modifications of this Proposal shall be valid unless such modification is in writing and signed by all parties to this Proposal.

Time For Acceptance, Approval:

This Proposal must be accepted by the Purchaser within thirty (30) days from the date hereof. If not accepted within that period, this Proposal may be withdrawn at Elmer's sole discretion and the Proposal considered void. A facsimile copy of this Proposal containing the Purchaser's signature shall be considered an original. This Proposal will not be binding until the signed acceptance has been timely received by Elmer's.

Estimated or Approximated Quantities:

Quantities of material and labor utilized and areas and sizes for the project in this Proposal are approximate and arrived at for estimating purposes only, and it is understood that payment is to be made on actual quantities of material and labor utilized and actual areas covered unless otherwise indicated.

Thickness:

The paving thickness referenced in this proposal is the average thickness. Variation in sub-base and technical limitations may result in variation of the thickness.

Property Lines:

Purchaser is responsible for establishing and designating property lines. To the fullest extent permitted by law, Purchaser shall defend, indemnify, and hold Elmer's harmless (including reasonable attorneys' fees) from and against any and all costs, expenses and/or damages incurred by Elmer's as a result of Purchaser's failure to properly identify and/or designate the property lines, including, without limitation, damages for trespass.

Delays:

Elmer's shall complete the project within a reasonable time but shall not be liable for delays beyond its reasonable control, including, without limitation, strikes, weather, accidents.

Permits:

Purchaser shall pay for and provide Elmer's any and all permits or assessments which are required for the project prior to the commencement.

Zoning:

Elmer's assumes no responsibility for determining whether Purchaser has legal right or authority to have the project completed in the manner and at the location described in this Proposal. Notwithstanding that the project might be determined to violate any ordinance, statute, regulation or other law, state, local or federal, the Purchaser shall, nevertheless, be obligated to pay Elmer's for the work performed and materials supplied in accordance with this Proposal. To the fullest extent permitted by law, Purchaser shall defend, indemnify, and hold Elmer's harmless (including reasonable attorneys' fees) from and against any and all costs, damages, and expenses associated with or related to the violation of any ordinance, regulation, or other law, either local, state or federal.

Wet or Unstable Subgrade:

A suitable subgrade provided by the Purchaser is a condition precedent to the requirement of Elmer's performance of this Proposal.

Stockpiling Materials:

Elmer's shall be permitted to stockpile materials necessary to the performance of its work, on the Purchaser's property, adjacent to the work site, without cost.

Underground Structures:

Purchasers shall identify in writing the existence and location of all underground structures including, without limitation, all sewer, water and gas lines, tanks, etc. which might be encountered by Elmer's in the performance of this Proposal. Elmer's shall be deemed to have notice only of the existence of those underground structures specifically referenced and identified in this Proposal, and of the location thereof as indicated in this Proposal. In the event the identity or location of an underground structure varies from that designated in this Proposal or by the Purchaser, any extra cost associated with moving, protecting or covering same, shall be the responsibility of the Purchaser. To the fullest extent permitted by law, Purchaser shall defend, indemnify, and hold Elmer's harmless from any and all costs, damages, and/or expenses (including reasonable attorneys' fees) resulting from Purchaser's failure to properly identify and/or locate any underground structure for Elmer's.

Unusual Conditions:

Should any unusual conditions be encountered that are either not specifically referenced in this Proposal or are not anticipated to be encountered by Elmer's in the performance of this Proposal, resulting in any extra costs in the performance of the work, the cost(s) thereof, shall be the full responsibility of the Purchaser.

Damage to Trees and Landscaping:

Elmer's shall not be responsible for damage to trees, shrubbery, flower beds, landscaping which may occur during the project, nor shall Elmer's be obligated to remove damaged or destroyed trees or landscaping or replace same.

Payment:

Payment is due in full upon completion of the project. However, interim billings for partial performance may be invoiced at Seller's discretion with payment due in full upon invoicing. A finance charge of 1.5% per month, which is an annual percentage rate of 18% (or a minimum charge of $.50 per month) shall be assessed on all accounts which are thirty (30) days past due.

Non-Payment, Default:

If Purchaser shall fail to make a payment when due or breaches any agreement in this Proposal, Purchaser will be in default. In the event of a default, Elmer's may, on written notice to Purchaser, terminate this Proposal and recover from Purchaser payment for all work completed and for a loss sustained as a result of such termination including, without limitation, loss of profit, repositioning costs, etc. In addition to any other remedies available, Elmer's may initiate suit for the collection or enforcement of this Proposal. Purchaser shall pay all costs incurred by Elmer's for collection or enforcement of this Proposal including actual attorney and/or agency fees. The rights, remedies and benefits provided by this Proposal to Elmer's shall be cumulative and not exclusive. The parties agree that all legal proceedings, relating to this Proposal, shall be heard and decided in a court of competent jurisdiction in Grand Traverse County, Michigan.

Acceptance:

All work performed and materials supplied shall be deemed accepted by the Purchaser if not objected to, in writing, within ten (10) days of the completion of the project.

MAINTENANCE GUARANTEE

This product is guaranteed against failure due to improper workmanship or materials. Use of a product for a purpose other than the disclosed or intended use or by heavier traffic than disclosed will void the guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, overloading or other misuse. Failure of the purchaser to conform to the requirements of timely payment as stipulated in the General Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed.

Plant Address:
18695 Honor Hwy
Interlochen, MI 49643
Info@MolonAsphalt.net

MOLON
ASPHALT, INC

Asphalt Maintenance and Supplies:
2900 Cass Rd
Traverse City, MI 49684
www.MolonAsphalt.net

(231)275-4334

Proposal Submitted to:	Phone:	Email:	Date:
Benzie County Sheriffs	(231) 383-2959	kbos@benzieco.net	04/16/2024

Street:	Contact:	Job No:
505 S Michigan Ave	Ken Bos	Parking Lots Reconstruct

City:	Zip:	Job Description:	Approx. Sq. Ft./ Sq. Yrds
Beulah	49617	Asphalt Paving	28,419 Sqf

Prep

- [x] Re-grade exisitng base & compact
- [ ] Excavate necessary sub-base / dirt / sod
  - [ ] Stays on Site
  - [ ] Hauled off site
- [ ] Place aggregate: grade/compact to standard specifications
- [ ] Edge, sweep, blow, and clean
- [x] Apply tack-coat as needed
- [ ] Sweeping _____
- [ ] Other: _____

Paving

- [x] Pave using 3.0 " asphalt & roll; Approx. 522 tons
- [ ] Resurface
- [ ] Patchwork: Approx. _____ Tons
  - [ ] Skim Patches
  - [ ] Potholes
  - [ ] Machine Laid
  - [ ] Infrared repair
- [ ] Seal-coat: Approx. _____ Sq. Ft.
- [ ] Crack Fill: Approx. _____ Ln. Ft.
- [x] Striping: _____

Notes:

Price includes:
Mobilization
Remove existing asphalt
Finish grade and compact existing aggregate base
Pave two lifts of asphalt for a total of 3" thick
Pavement markings

Pricing is based on two phases: Completing lots 1/2/3 in one phase and lots 4/5 in the next. Price based on paving in the 2024 paving season. Price assumes existing gravel base is of sufficient material and depth and does not include additional aggregate base or undercutting. Price does not include any concrete curbing. Option to remove damaged concrete apron, place aggregate base, finish grade and compact and pave 3" of asphalt - $2,950.00 (not included in total)

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of: One Hundred Thirteen Thousand One Hundred **dollars** ($113,100.00)

Payment to be made as follows: **50% deposit to schedule/ balance upon completion**

Two year guarantee against pot-holes (not at edges). All material guaranteed to be as specified. One year guarantee against breaking up only. All work to be completed in a workmanlike manner and according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed upon written or verbal orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond control. Guarantee does not cover tire indentations, bicycle kickstand marks, small water depressions, minor cracking, reflective cracking on resurfaced areas or settling. Asphalt guaranteed to be 97% water free. Molon Asphalt is fully insured and our workers are covered by Workman's Compensation Insurance. Standard terms and conditions attached also agreed upon when accepting this proposal.

Note: We may withdraw this proposal if not accepted within **30** days.

Authorized Signature: _____ Cell: (231) 313-3089

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.Payment will be made as outlined above.
I have read and understand Standard Terms and Conditions attached to this form.

Date of Acceptance: _____ Signature: _____

Molon Asphalt, Inc. Standard Terms and Conditions

The following terms and conditions are part of this proposal, therefore agreed upon with the proposal.

1. The pricing listed is based on the average price for liquid asphalt from Marathon, Inc. If the average price increases at the time we preform the listed work, we reserve the right to adjust the price consistent with the increase in the price of liquid asphalt.
2. All material is warranted to be as specified. All work is to be completed according to this contract. Molon Asphalt, Inc makes no warranty of merchantability, and there are no warranties, which extend beyond the description contained in this contract.
3. Molon Asphalt, Inc is not liable for delays caused by weather conditions, acts of God, acts of the environmental agencies, permitting agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
4. Molon Asphalt, Inc shall be permitted to stockpile material and store equipment necessary to perform its work, on the work site without cost for up to 24 hours before and after the job.
5. Price is based upon stated proposal, in the event that additional work is needed to complete the job, such additional cost will be added to the final cost. This includes additional grading done by Molon Asphalt, Inc in order to complete the project.
6. Molon Asphalt, Inc does not guarantee water will not hold or puddle on areas that have less than to 2% drainage.
7. Molon Asphalt, Inc reserves the right to add additional cost of overage should it be required due to third party or customer error or changes without notice.
8. Any changes in the proposal wanted by the customer must be made in writing, as verbal agreements outside of the proposal will not be permitted.
9. This agreement includes up to 1 paving mobilization unless otherwise noted. If additional mobilization is needed, an additional charge of $2,000 per mobilization.
10. Paving quote is only good for the current paving season. Any paving that carries over into the following year is subject to price increase.
11. Molon Asphalt, Inc, is not responsible for damaged sprinkler lines, heads, buried fences, sod, or drainage lines and utilities if not marked.
12. Scheduling of work will not take place until a deposit has been recieved.
13. Molon Asphalt, Inc will not proceed with the work as specified in this proposal until satisfied of the customer's ability and intent to pay according to the terms outlined in the agreement.
14. Payment is due upon customer's receipt of invoice. Molon Asphalt, Inc will suspend work if payment is not made.
15. Nothing herein shall be construed as a waiver or modification of Molon Asphalt, Inc. statutory lien rights, which lien rights Molon Asphalt, Inc. will exercise if payment by customer is not promptly made.
16. A service charge of 1.5% per month, which is an annual percentage rate of 18% per annum, will be added on all account balances not paid within 30 days of the invoice date, together with costs of collection and attorney fees.
17. Customer agrees to defend, indemnify and hold harmless Molon Asphalt, Inc , its officers and employees from any claim arising from any violation of environmental law, regulation or policy.

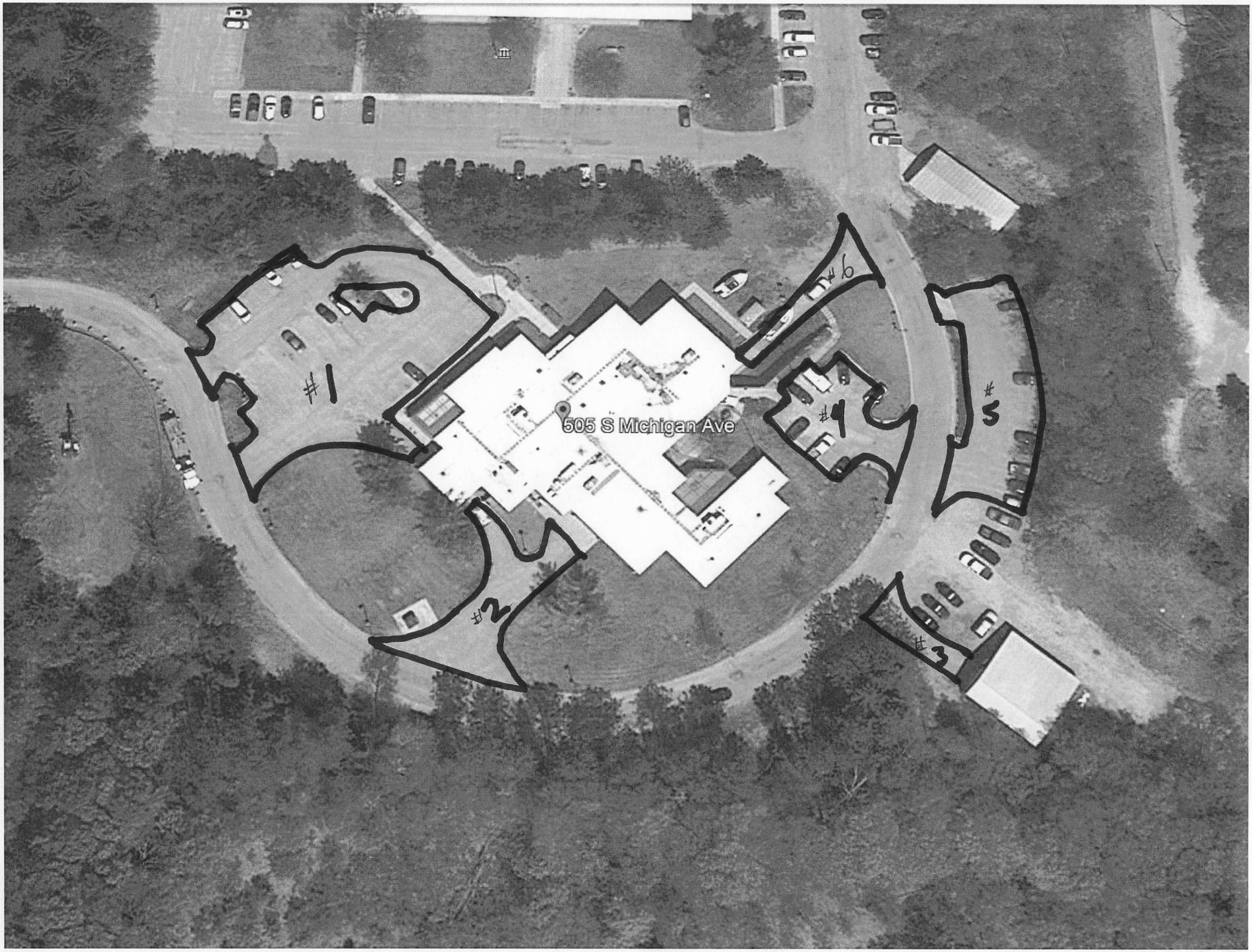
Growing our business one satisfied customer at a time.
We look forward to doing business with you.

Molon Asphalt- A full service asphalt company.

_____

Initial

$116,050.00


505 S Michigan Ave
#1
#2
#3
#4
#5
#6

ARPA Capital Projects/Expenditures - 5 Year Plan							
This plan does not constitute project or purchase approval. All projects and purchase need individual approval by the Board of Commissioners.							
All projects	**FY 23/24**	**FY 24/25**	**FY25/26**	**FY26/27 (10/1-12/31)**	**Total**	**Completed**	
Security/Emergency:							
Parking Lot Lighting	$ 10,000.00	$ -			$ 10,000.00		
Doors and security swipers	$ -				$ 35,000.00	2024	Completed
					$ -		
Building/Grounds:					$ -		
Court Room Doors/Foyer	$ 28,000.00	$ -			$ 28,000.00	2023	Completed
Judge's bathroom remodel			$ 5,000.00		$ 5,000.00		
Governmental Center Window Replacement		$ 100,000.00			$ 100,000.00		
Prosecutor's Office waiting room/work station			$ 20,000.00		$ 20,000.00		Out ot bid
Sheriff's Office/EOC/911 Expansion (ARPA, CARES, FB, DTRF)	$ 455,000.00				$ 455,000.00	2024	Completed
Wayfinding and Building Signage	$ 31,860.00		$ -		$ 31,860.00	2024	Completed
Emergency Mgt:					$ -		
					$ -		
					$ -		
Sheriff's Department:					$ -		
Resurface Parking Lot	$ 100,000.00				$ 100,000.00		
					$ -		
Technology:					$ -		
Judicial Sofware		$ 30,300.00			$ 30,300.00		
Digitization	$ 65,000.00				10,000	2024	ongoing
Jail:							
		$ -			$ -		
911:							
Radio Tower Upgrade	$ 350,000.00		.	$ -	$ 350,000.00	2024	BUDGETED
EMS:							
Animal Control:							
Relocation of outside Kennel Yard	$ 30,000.00				$ 30,000.00	2024	in progress
Village Water & Sewer	$ 58,000.00				$ 58,000.00	2023	Completed
TNT:							
	$ -				$ -		
Total TNT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Solid Waste/Recycling:							
Recycling Location lighting and cameras		$ 25,000.00			$ 25,000.00		
Recycling Facility					$ 150,000.00		
SRO:							
			$ -				
Total for Fiscal Year	**$ 1,127,860.00**	**$ 155,300.00**	**$ 25,000.00**	**$ -**	**$ 1,438,160.00**		

Updated April 4, 2024

Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 21, 2024

Subject: **Agreement with World Triathlon Corporation for Ironman Event**

The Ironman event is again planned for Benzie County, taking place on September 15, 2024. I recommend again authorizing an agreement with the World Triathlon Corporation for the Ironman event for services provided by the Sheriff's Office, EMS, Central Dispatch and Emergency Management. This agreement provides that the World Triathlon Corporation will pay certain costs associated with the work performed above and beyond our everyday services.

It is important that Benzie County enters into this agreement with this organization for its event as in years past. The agreement requires proof of insurance coverage to protect Benzie County and its employees and provides accountability.

You will recall that we've streamlined this agreement beginning in 2022 for this event for ease of coordination with the County and the event organizer.

Recommendation:

That the Board of Commissioners approves the Agreement to Provide EMS Services, Emergency Manager Oversight Services, and Extra Road Patrol Services and additional Central Dispatch services during the Ironman 70.3 Michigan Race, as prepared by County legal counsel and authorizes the Chair to sign.

AGREEMENT TO PROVIDE EMS SERVICES, EMERGENCY MANAGER OVERSIGHT SERVICES, AND EXTRA PATROL SERVICES DURING THE IRONMAN 70.3 MICHIGAN RACE

THIS AGREEMENT is made and entered into this 27th day of June, 2023, by and between the County of Benzie ("County") a municipal corporation and political subdivision of the State of Michigan, on behalf of the Benzie County EMS ("Benzie County EMS") and the Benzie County Sheriff ("Sheriff"), and World Triathlon Corporation, 3407 W. Drive Martin Luther King Jr. Blvd, Suite 100, Tampa, FL 33607 ("Ironman").

Benzie County agrees to provide the following EMS and Sheriff's Office services:

I. Sheriff's Office.

A. The Sheriff will furnish additional special patrol protection during the September 17, 2023, Ironman event, for enforcement of all State laws, subject to the terms and conditions hereinafter contained. The extra patrol shall be on an as needed basis, during the Ironman Event.

B. The Sheriff shall have discretion in deciding the portions of the total patrol time to be spent on the various route portions based on where, in his professional judgment, the greatest hazards exist, or as requested by the Ironman staff.

C. The parties recognize that the Sheriff's ability to provide special patrol may be limited by available manpower.

D. The World Triathlon Corporation agrees to give the Sheriff a two (2) week notice of any additional time or change needed.

E. All deputy patrols shall be supervised by a Command Officer.

F. A sworn Deputy Sheriff in full uniform shall operate all deputy patrols. All Deputies shall be directly accountable to the Sheriff.

G. The World Triathlon Corporation shall reimburse the County of Benzie the sum Forty-Nine and no/100 Dollars ($49.00) for each hour or part thereof for fractional hours; provided for a Deputy and Police Vehicle, however, the additional cost of a "special vehicle" such as an ORV or a Boat will be One Hundred Fifty and no/100 Dollars ($150.00) per hour.

H. The special patrol shall begin and end on September 17, 2023.

I. Normal Sheriff's Office police protection shall be continued throughout the County and shall not be reduced because of this Agreement, or because of additional police services provided herein.

J. The Deputies assigned to special patrol shall not be utilized by the World Triathlon Corporation for functions or duties other than those of a law enforcement or police protection nature.

K. The Sheriff shall provide to the World Triathlon Corporation accounting of the hours, which the Deputies have worked, and equipment used in accordance with this Agreement.

L. The World Triathlon Corporation shall draft a check payable to the County of Benzie in full (100%) and deliver it to 448 Court Place, Beulah, MI 49617, after services have been rendered.

II. Benzie County EMS.

A. Benzie County EMS shall provide emergency medical stand-by services in conjunction with the 2023 Ironman ("Race") on Sunday, September 17, 2023, in Benzie County, Michigan.

B. The services to be provided by Benzie County EMS are limited to the provision of up to three fully equipped, appropriately staffed ALS Ambulances.

C. The parties recognize and agree that Benzie County EMS may need to use one of the dedicated ambulances for emergency calls during the Race. However, Benzie County EMS agrees to maintain three dedicated ambulances during the swim portion of the race.

D. The Benzie County EMS Director will remain at the incident command for the duration of the Race.

E. Benzie County EMS shall at all times use its best efforts to respond to all requests for emergency medical services through mutual aid agreements or otherwise.

F. The parties agree that the Benzie County EMS's prevailing fee for service structure shall apply and will be billed by Benzie EMS to patients treated and/or transported by Benzie EMS in conjunction with the event. Payment for such billed services shall be the responsibility of individual patients.

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

Coverage Dates/Times	ALS Vehicle Requirements	Anticipated ALS Unit Time	Vehicle Cost Per Hour	Anticipated TOTAL FEE
Sunday, September 17, 2023 ***7:00 a.m. to 6:30 p.m.*** ***Crews arrive: 7:30 a.m.*** ***Location: Frankfort Beach *****	First (1st) fully staffed & equipped ALS Unit	11.5 hours	$165.00 per hour	$1,897.50
Sunday, September 17, 2023 ***7:00 a.m. to 6:30 p.m.*** ***Crews arrive: 7:30 a.m.*** ***Location: Elberta Extraction Point *****	Second (2nd) fully staffed & equipped ALS Unit	11.5 hours	$165.00 per hour	$1,897.50
Sunday, September 17, 2023 ***7:00 a.m. to 6:30 p.m.*** ***Crews arrive: 7:30 a.m.*** ***Location: Frankfort Park/ Launch *****	Third (3rd) fully staffed & equipped ALS Unit	11.5 hours	$165.00 per hour	$1,897.50
Sunday, September 17, 2023 ***7:00 a.m. to 6:30 p.m.*** ***Crews arrive: 7:30 a.m.*** ***Location: 5th & Main Medical Tent***	Echo Unit	11.5 hours	$00 per hour	$XX
Sunday, September 17, 2023 ***6:30 a.m. to 6:30 p.m.*** ***EMT arrive: 6:30 a.m.***	EMS Director as Operations Incident Command	12 hours	$75.00 per hour	$900.00
ANTICIPATED STANDBY SERVICES COST: **$6,592.50**				
Location (For all contracted dates/times): Please see above (**) Units will be mobile to specified race route points after all swimmers are confirmed out of the water.				

III. Additional Services.

A. The Benzie County Emergency Manager will oversee all Emergency Services for the Race. The Emergency Manager will remain at incident command for the duration of the race and will coordinate all emergency services.

B. Ironman agrees to reimburse Benzie County for all expenses incurred as a result of providing emergency management services with up to 24 hours for planning and meetings. Benzie County will submit an invoice to Ironman within 15 days after the completion of race. Payment will be made within 30 days.

C. Benzie County Central Dispatch will provide 2 additional staff on event day for the purposes of communication, interoperability, and 9-1-1 services with all emergency service providers assigned to the event. Ironman agrees to reimburse Benzie County for all expenses incurred as a result of providing these services. Benzie County will submit an invoice to Ironman within 15 days after the completion of race. Payment will be made within 30 days.

IV. General Terms and Conditions.

A. Term and Termination. The term of this Agreement shall be for Sunday, September 17, 2023. All subsequent arrangements for like services shall be addressed on an individual basis. This Agreement may be terminated by either the County or Ironman with no less than one (1) day written notice to the other party.

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

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

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

2. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 97-112, 87 Stat 355, and regulations adopted thereunder.

4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

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

provisions of this Article shall survive the termination of the Agreement with respect to any claims or liability accruing before such termination.

D. Insurance. Ironman shall procure and maintain and shall require that all consultants and subcontractors procure and maintain during the term of this Agreement, the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and who have a minimum A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

1. Worker's Compensation Insurance. Worker's Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event the Consultant uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Consultant shall ensure that said subcontractors and sub-subcontractors carry Worker's Compensation Insurance and Employer's Liability Coverage, as required by law.

2. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper and (2) Contractual Liability; (3) Products and Completed Operations Coverage; (4) Independent Contractors Coverage, and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

3. Motor Vehicle Liability. Ironman shall procure and maintain, during the life of this Agreement, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and annual aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

4. Deductibles. Ironman shall be responsible for paying any deductibles in its insurance coverages.

5. Additional Insured. The Commercial General Liability Insurance Policy and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that the following shall be "Additional Insured"; the County of Benzie, and all the County's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Said insurances shall be considered to be primary to the Additional Insureds

regardless of whether said other available coverage be primary, contributing or excess.

6. Proof of Insurance. The Consultant shall provide to the County at the time the Agreement is returned by it for execution, with certificates of insurance showing Consultant's possession of the insurances required by this Section.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF BENZIE

By: _____
Bob Roelofs
Its: Board Chair

Date: June 27, 2023

WORLD TRIATHLON CORP.

By: _____
Joel Gaff
Its: Race Director

Date: 6/30/23

APPROVED AS TO FORM FOR COUNTY OF BENZIE:
COHL, STOKER & TOSKEY, P.C.
By: MATTIS D. NORDFJORD
On: June 23, 2023

N:\Client\Benzie\Agrs\IronMan (World Triathlon Corp)\2023\IronMan Agreement 2023 v2.docx

Memorandum

To: Board of Commissioners

Copy: Elected Officials
Katie Zeits, County Administrator

From: Jackie Palfey, Human Resource Manager

Date: May 28, 2024

Subject: **Results of Reclassification- Administration Executive Assistant**

The reclassification results have been completed for the following position in the Administration Office:

- Executive Assistant

The Executive Assistant factor evaluation scored a Grade 1, Step 3 on the ACT scale.
The proposed wage increase for the one (1) position would be to $23.83 an hour, an increase of $249.48 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.

The placement on a pay scale will contribute to our employees' longevity and provide the employee with anticipation of future earnings.

RECOMMENDATION:

The Board of Commissioners approves the wage increase for the above-listed position with the County Administrator to complete the Budget Adjustment of $249.48 from contingency to the corresponding wage line with the wage increase to take effect on June 9, 2024, with no step increases to occur until the 24/25 fiscal year on the employee's anniversary.

Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 21, 2024

Subject: **Emergency Medical Dispatching – additional licenses**

In October, the Board of Commissioners approved Central Dispatch moving forward with the purchase and implementation of Emergency Medical Dispatching. This approval also included a grant application to cover a portion of the costs of this service. Since then, Central Dispatch and area first responder agencies have been learning how to use the new emergency medical dispatching system. As stated in October, this is a huge improvement to the service to our community and has been a goal for quite some time!

Now that the system is being finalized for use, it has been requested to purchase additional licenses for the system. Benzie County was successful in receiving a grant for this project and the grant reimbursement would be used to cover the additional licenses.

Recommendation:

That the Board of Commissioners approves a budget amendment in the amount of $7,000, recognizing revenues and expenditures related to Emergency Medical Dispatching, and authorizes the purchase of additional licenses by approving the quote from Priority Dispatch in the amount of $5,084, with funds available in the Central Dispatch Fund.

Priority Dispatch

QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Stones
Phone: (800) 363-9127
Direct: Ext. 149
Email: jon.stones@prioritydispatch.net

Agency:	Benzie County Central Dispatch
Agency ID#:	4607
Quote #:	Q-73395
Date:	4/2/2024
Offer Valid Through:	7/31/2024
Payment Terms	Net 30
Currency:	USD

Bill To:
Benzie County Central Dispatch
505 S Michigan Ave
Beulah, Michigan 49617-9101
United States

Ship To:
Benzie County Central Dispatch
505 S Michigan Ave
Beulah, Michigan 49617-9101
United States

Product	Discipline	Qty	Amount
ProQA Production/Live License Automated calltaking software		1	USD 4,400.00
Priority Dispatch System Annual Maintenance (G) License Renewal, Service & Support		1	USD 684.00
		Additional ProQA License & prorated ESP Maint. TOTAL:	USD 5,084.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (G) License Renewal, Service & Support		1	USD 1,020.00
		Additional ProQA License ESP Maint: 2025 TOTAL:	USD 1,020.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (G) License Renewal, Service & Support		1	USD 1,020.00
		Additional ProQA License ESP Maint: 2026 TOTAL:	USD 1,020.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (G) License Renewal, Service & Support		1	USD 1,080.00
		Additional ProQA License ESP Maint: 2027 TOTAL:	USD 1,080.00

"To lead the creation of meaningful change in public safety and health."

Priority Dispatch

QUOTE

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (G) License Renewal, Service & Support		1	USD 1,080.00
		Additional ProQA License ESP Maint: 2028 TOTAL:	USD 1,080.00

Subtotal	USD 5,084.00
Estimated Tax	
Total	USD 5,084.00

Customer Signature:	Bob Roelofs	Date:	May 28, 2024
Customer Name:	Bob Roelofs, BOC Chair	Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

BUDGET AMENDMENT REQUEST

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

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

DATE: 5/1/2024

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

Account to be Increased:

Line Number	Account Name		Amount
261-325-687	Refunds/Rebates	$	7,000.00
		Total	$ 7,000.00

Account to be Increased:

Line Number	Account Name		Amount
261-325-830	Computer Support	$	7,000.00
			7,000.00

SIGNED: Bill Randolph

Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 21, 2024

Subject: **Budget Amendment to reimburse wage line**

Attache you will find a memo from Central Dispatch Director Cory Ellis requesting a budget amendment and related adjustment related to designated training funds for his staff. The funding provided by the State are for reimbursement of wages, etc. related to training of our emergency communications specialists staff. Training has been completed, and funding may be used to reimburse the Central Dispatch Fund. Mr. Ellis explains his request in detail.

Recommendation:

That the Board of Commissioners authorizes a budget amendment in the total amount of $5,529.74 from the Dispatch Training Fund to the Central Dispatch Fund, and further that an adjustment be approved to move funding into the Central Dispatch Wage line to reimburse wage costs associated with training.

Benzie County Central Dispatch

505 S. Michigan Ave Beulah MI 49617
Non-emergency (231) 882-4487 | Fax (231) 882-5894

May 21st, 2024

MEMO

To: Katie Zeits, County Administrator

From: Cory Ellis, 911 Director

Ref: SNC Training Funds Request

The State 911 Committee has established Training Fund Guidelines and allows for:

> *"Wage replacement - Actual wages including overtime, not including benefits, of eligible primary PSAP personnel to attend approved training courses (either attendee wages or backfill employee wages) including the hours of travel to and from the approved training and the hours of the approved course."*

Upon review of SNC approved courses that have been completed in CY 2024, to date, I have identified multiple courses that allow for the utilization of this fund for employee wages, within the guidelines established by the State 911 Committee and summarized above.

- Emergency Medical Dispatch w/ OUTEC $3,104.19
- Communications Training Officer $829.60
- Michigan Public Safety Communication System Interoperability Conference $1,559.94
- SHIFT: First Responder Mental Wellness Conference $368.96

Total: $5,862.69

I am requesting that the amount of $5,529.74 be moved from the Dispatcher Training Fund line (259-000-961.00) and placed into the Dispatch Wages line (261-325-702.00).

Furthermore, I am requesting that the amount $3,324.02 be transferred from the Dispatch wages line to Dispatch Training & Schools (261-325-961.00).

Memorandum

To: Board of Commissioners

From: Katie Zeits, County Administrator

Date: May 21, 2024

Subject: **Marine Safety Program Grant Acceptance**

Like in the past, Benzie County has been awarded a federal grant from the Michigan Department of Natural Resources for a Marine Safety Program. For 2023, the total grant amount is $10,100. In order to receive these funds, the County must sign a grant agreement with the State of Michigan.

This is a reimbursement grant to Benzie County.

The Marine Safety Program provides funding to support marine safety law enforcement activities, instruction of boating safety courses, inspection of liveries, and professional development by staff. Benzie County's Marine Safety Program has been successful for many years, and we look forward to another great summer.

RECOMMENDATION:

That the Board of Commissioners accepts the marine grant award in the amount of $10,100 authorizes the Chair to sign the 2024 Marine Safety Program (FEDERAL Funding) Grant Agreement with the Michigan Department of Natural Resources and approves the necessary budget amendments for payment and reimbursement related to grant award.

2024 Marine Safety Program (FEDERAL Funding) Grant Agreement

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Benzie County Sheriff Office ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for:

	Federal Funds (100%)	State Funds 75%
Operating	$10,100.00	$0.00

Salaries, Wages and Benefits for:

- Marine Safety Law Enforcement and Related Activities;
- Instruction of Boating Safety Courses;
- Inspection of Boat Liveries;
- Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- Travel expenses;
- Uniforms, personal flotation devices, boat shoes, etc.;
- Leasing of vehicles, dockage, storage, eligible office space;
- Boat repair, replacement and/or servicing of boat outfitting equipment.

2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. Operating Expenses must be done within the grant period and goods and services must be delivered and/or work performed. Pre-paying for goods and services within the grant period and then receiving them at a later date or performing the work after the expiration of the grant agreement is not allowable.
4. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
5. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The Federal Award Date for these funds are (02/06/2024) and the Federal Award ID Number for these funds is (70Z02324MO0002724). The State of Michigan has received a federal funding apportionment for fiscal year 2024 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. Reference the "Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources" on your single audit reports and other financial statements as required.
   The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed **$10,100.00** dollars, which is the total amount awarded under this agreement.
   There is no local match required for this reimbursement.
   The Subaward Budget Period and Period of Performance for federal funding is **January 1, 2024 through September 30, 2024.**
   Completed reimbursement request and documentation of operating expenditures are due no later than **October 31, 2024.**
6. This Agreement shall be administered on behalf of the DEPARTMENT through the Finance and Operations Division. All reports, documents, or actions required of the GRANTEE shall be submitted through MiGrants website unless otherwise instructed by the DEPARTMENT.
7. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website.
8. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
9. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
10. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and

GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

11. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
12. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
    a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than $50,000.00 and accept the lowest qualified bid.
    b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between $5,000.00 and $50,000.00.
13. The Agreement may be executed separately by the parties. This Agreement is not effective until:
    a. The GRANTEE has signed it and returned it, and
    b. The DEPARTMENT has signed it.
14. The award is not for Research and Development.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

SIGNED: Bob Roelofs

Printed Name: Bob Roelofs

Title: Board of Commissioners Chair

Date: May 28, 2024

SIGMA Vendor ID: cv0047961

SIGMA Address ID: 068

Unique Entity Identifier: DB74Y61MKCN7

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

Printed Name:

Title: Section Manager, Grants Management

Date:

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

Committee Appointments

Memorandum

To: Board of Commissioners

From: Rose Roelofs, Executive Assistant

Copy: Gary Sauer, Committee Chair
Heidi Bolger, Friends of Betsie Valley Trail Chair

Date: May 22, 2024

Subject: **Betsie Valley Trail Management Council**

One term has been vacated via resignation on the Betsie Valley Trailway Management Committee (BVTMC). This committee consists of a Board of Commissioner, a member at large, two CLPRA representative, a representative from Friends of Betsie Valley Trail, a representative from Parks & Recreation Committee, and four (4) Village representatives. Each representative unit recommends a representative to the Board of Commissioners to fill their open position.

The current position is for the representative from the Friends of Betsie Valley Trail. The past member, Avace Wildie has submitted her resignation, which is attached. We would like to thank Avace for all the hard work she has put into the committee for the past several years and wish her the best of success in all future endeavors.

The Friends of Betsie Valley Trail recommend Jim Gribble to be appointed to the Betsie Valley Trailway Management Committee, attached below is his application and letter. Jim Gribble has been assisting the committee for many years and has been a great asset.

Jim Gribble is recommended to fill the remainder of the 3-year term, expiring 12/31/2025.

Recommended Motion:

That the Board of Commissioners accepts Avace Wildie's resignation and appoints Jim Gribble to fill the remainder of the term, on the Betsie Valley Trailway Management Council, as recommended by the Friends of Betsie Valley Trail with his term expiring December 31, 2025.

Resignation from board of FBVT

Avace Wildie <awildie@gmail.com>

Thu 5/2/2024 4:32 PM

To:Heidi Bolger <heidi@ironfishdistillery.com>;Roselie Roelofs <RRoelofs@benzieco.gov>

It saddens me that I am submitting my resignation to both the board of the FBVT as well as the BVT Management Council so that I can attend to some health issues.
Thank you for your understanding at this time
Avace

May 9, 2024

TO: Friends of the Betsie Valley Trail and Betsie Valley Trailway Management Council

FROM: Jim Gribble

Regarding: Interest in joining the Council

I've been supporting and promoting the Betsie Valley Trail for over five years. I am devoted to helping to achieve the Friends' Vision for the Trail. My track record of contributions to the Trail is quite long. A brief summary:

Friends of the Betsie Valley Trail – Beginning in 2019, responsible for all things marketing, including fundraising, communications, and public relations. Also directed strategic planning and continued to focus on organizational development. During this time, all the following metrics increased significantly: donor and grant dollars, numbers of donors, subscribers, social media followers, volunteers, etc. Recruited four Board members, including our new Board President. Have raised $590,000 in grants to-date for paving project.

Here's more about me:

I moved to Benzie County in 2018 from the DC area with the intention of winding down my traditional work life (35+ years as a direct marketing executive and profit center manager*). Moving here fulfilled a lifelong dream to live in nature. I've grown to love living year-round along the Platte River on the edge of the National Lakeshore. I've even begun to build a reputation as a nature photographer.

Upon moving here and recognizing the great need, I saw an opportunity to put my skill sets to work helping my new community through local non-profits. Within a few weeks, I accepted the volunteer role of Fund Development Director for the Friends of Sleeping Bear Dunes. After establishing a track record of success with this organization, other paid opportunities presented themselves. I've gained tremendous satisfaction pursuing my personal mission: *Helping to make Benzie County a better place for those who live here.*

Benzie County Community Chest – In 2022, accepted role as Executive Director. Responsible for furthering the mission and vision of this non-profit that grants funding to local organizations providing critical basic needs to Benzie County residents who need this assistance. In 2023, exceeded goal of $100,000 in donations for the first time and received the Benzie Chamber of Commerce's Community Impact Award.

email: jim@jimgribble.com address: 5271 Oakdale Street, Honor, Michigan 49640 phone: 231.227.1164

Historic Mills Community House – In 2022, provided strategic planning and marketing consulting services to this non-profit. Led their team through the strategic planning process resulting in new vision and mission statements and a handful of prioritized action plans to address the objectives. Most important goal was to hire a new Executive Director which was accomplished. Continue to monitor progress and provide coaching and marketing input.

Friends of SMARTrails Manistee – Took on a three-month engagement with this new organization in 2022. Participated in their strategic planning process, created website with ability to accept donations, presence on social media, and set up their newsletter marketing (list building).

Thompsonville Area Revitalization Project (TARP) – Beginning in early 2021 and during the following year, created all branding, launched website and social media presence, and set up newsletter marketing. Wrote and distributed press releases and fielded media interviews.

Benzie County Visitor Center Concept – Part of a small working group, explored the possibility of building a Benzie County Visitor Center. Over the course of work, the team made significant progress towards the actual vision for the visitor center and how it could potentially sustain itself. Two local non-profits are behind this initiative, which has not moved forward since January 2023.

Friends of Sleeping Bear Dunes – Fund Development Director from 2018-2020 (800 total volunteer hours). During my time in this role private donations increased 30%. Established regular one-on-one meetings with Park leadership to ascertain their specific financial needs, then fund-raised to meet those needs.

Also participate in the **Rural Community Development Taskforce** and **Benzie County Changemakers**.

*Additional professional experience may be reviewed at https://www.linkedin.com/in/jimgribble/

Respectfully submitted,

Jim Gribble jim@jimgribble.com
5271 Oakdale St.
Honor, Michigan 49640
o 231 227-1164, c 231 383-0738

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): Betsie Valley Trailway Management Council

Name: James Gribble

Residential Address: 5271 Oakdale St (Street) Honor (City) MI (State) 49640 (Zip)

E-Mail Address: jim@jimgribble.com

Preferred Phone No.: 231 227-1164 Additional Phone No.: _____

Occupation: Marketing Consultant (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.

James M Gribble
Signature

May 8, 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!

Commissioner Reports

28 May 2024 BoC

Commissioner Cunningham, District 3 kcunningham@benzieco.net 231.822.4067

Attended/Presented

17 May EDC, Merit presentation, Pierette Renee, topic, the Digital Pilot, Benzie County one of three counties in Michigan, it is community driven, Grow Benzie serving on the committee. Focus is creating a template (s) to target indentified services/an example might be health care. There will be focus on navigation education for the public. Cherry Capitol Communications update, Levi, CLkTwp has all permits, and on 3 June they will start north of 115 from Lobb to Graves. Almira is in the process of submitting permits. CCC website is still in beta test for the public to access when their address will be operational. June EDC topic, grant writer position. Conversation shared with the chair, FYI the posted EDC Action Plan is from 2014. The three top concerns remain consistant with 2024: 1. Critical Infrastructure- serving the community to accommodate long-term growth and prosperity. 2. Encourage skilled trades. 3. Develop new opportunities related to value-added agriculture and agri-tourism, especially for small farms and entrepreneurs. 2014 phases identified: 1. Identify goals. 2. Tactics to develop. 3. Implement strategies.

21 May City, passed the BoC Interlocal Agreement for Equipment Maintenance, Chris Spence/city clerk said on 29 May at 1700, in City Hall, there will be a presentation on, Truth in Taxation", for questions contact Chris, cspence@cofrankfort.net. Chris Spence, said , "soon" Frankfort residents will be able to access taxes, and all billings through the city, online, by entering resident street address. FEAS millage passedwith 29% voter turn out.

Public Comment: a resident very concerned about the new recycle location being adjacent to a wetland. Frankfort recycle is heavilly used, traffic, lose recycle and runoff is not condusive to a natural wetland.

21 May CLkTwp, will seek legal advice on the townships role at the airport and on ordinance reinforcement concerning severely 'unkept' property within township limits. Public Comment, in reference to NMC millage, "has the county thought of a grant or funds that citizens could contribute to to support NMC students, instead of a millage?"

22 May Benzie Human Services Collaborative, Presentation from DHHS; topic how to navigate the department to access benefits. Benzie County, Single MOMM, Karin, karin@singlemomm.org, organiazation is seeking locations to have their Airstream temporarily parked for outreach. They will need access to power and water. Single MOMM also has a CNA program through The Maples, please contact Karin.

Community

16 May Business Accelerator, seeking a letter of intent and property option.

Variety of meetings with constituents concerning water in Beulah/Benzonia, people running for office, why Lake Twp/ District 3 does not broadcast meetings, requests for one BoC to be held in the evening and upcoming millages & Headlee. Several emails concerning sewer in Beulah, forwarded to Commissioner Nye.

Rhonda Nye
District IV – Benzonia Township
Commissioner Report
May 28, 2024

May 14 – Village of Beulah

- Notified by Jack Bergman's Office that Beulah made the short list for communities considered for an infrastructure appropriation.
- Event Policy reviewed and approved.
- Garbage bag rate increase approved.
- Barb Skurdall approved to offer free tennis clinics again this summer.

May 16 – Water Smart Land Use Committee

- Attended the Benzie Watershed Coalition Spring Meeting.
- Health of area lakes discussed.
- Rotary funded systems mapping to address 'what are the factors that prevent us from (and enable us in) prioritizing water in all decisions', will be reviewed on June 4th at 10:00 am, location TBA

May 21 – Building & Grounds Committee

- Bids reviewed and recommendation made for resurfacing at Sheriff's Office.
- Discussion regarding IT issues and decision making protocol.

May 27 – Attended Veteran's Memorial Day Ceremony.

Tammy Bowers

From: Gary Sauer <garysauer53@yahoo.com>
Sent: Saturday, May 25, 2024 12:54 PM
To: Tammy Bowers
Subject: May report

Sent from my iPad
5-14 Gilmore Township
Concerns about folks living in campers and how to address this problem.

5-14 Weldon Township
Carrie Aldrich was appointed as interim supervisor to finish Ron Heitsman's term. She plans to run for the position in the upcoming election. Discussed Crystal Commons project, airport concerns have been addressed, and flight path is clear. PUD and tax abatement needs to be discussed.

5-16 Village of Elberta
Normal business

5-20 Parks and Recreation
Pulled permit from EGLE because of their refusal to work with this project. Will resubmit after all avenues have been researched. Pt Betsie Lighthouse is open for business this weekend.

5-22 Health Department
Moving forward with hiring of health officer position. Increased number of employees, higher fund balance, increased revenue from reimbursements and increased permit income. Environmental Health remodel has been paid for by Public Health Infrastructure Grant no local money. The health board is not asking for any local appropriations increase this year, 3 years in a row, good news

5-23 Road Commission
Brining of gravel roads underway should be completed before this weekend. Lake Township has requested a speed study believe Deadstream road was the target. MTF funding has increased by around 5% in the last few years. Advertising for finance director, starting process. Looking into other equipment because of trucks not being delivered till next year, would increase fund balance but will be used in the future for when trucks do arrive.

5-23 Maples (DHHS)
Census 77, 12 new residents all Benzie County residents. June 25 the last contract employee will be done, this was the goal set by the board, for management good job. Hearst Mechanical's issues have been addressed, board gave permission to contract with West Shore. Issues with molding on windows, got a bid for 212 thousand dollars needs to be repaired, also will seek more bids.

Submitted by Gary Sauer,
Commissioner District 7

Get Outlook for iOS

County Administrator Report

Presentations

VENTURE
NORTH

MEMORANDUM

May 21, 2024

To: Benzie County Commissioners
From: Laura Galbraith, President

Venture North is certified as a Community Development Financial Institution (CDFI) by the U. S. Department of Treasury. A CDFI's primary mission is to deploy its services to businesses that are located in areas of economic distress or to businesses where the owner's income is 80 percent or less than the Median Household Income for the area where the business is located. As with all CDFI's, Venture North is required to allocate at least 60 percent of its resources to businesses that meet these criteria.

Venture North Funding & Development supports the region's economic growth by providing affordable lending options, offering free coaching and consulting for viable businesses. Since inception, Venture North has made 178 loans totaling $10.5 million; awarded over 350 mini grants totaling over $1.0 million for small business growth; and provided no-cost business consultation to over 1,200 businesses – all within the ten-county region.

Venture North manages the **Benzie County CDBG Regional Revolving Loan fund**. The primary objective of CDBG is to eliminate blight and/or create jobs for low to moderate income individuals.

Quick Overview of the CDBG Loan Program:

- The loan fund is tied to new jobs created and retained ($35,000 per Full Time Equivalent job);
- Eligible uses: property acquisition, equipment, inventory, and other working capital needs;
- **6 Loans totaling $795,000** have been closed using the Benzie County CDBG loan fund;

Account Name	Close Date	Loan Amount
Sleeping Bear Farms / Apiaries #1	2/1/2016	$205,000
Sleeping Bear Farms / Apiaries #2	7/12/2017	$70,000
Xpert Fulfillment	12/22/2017	$330,000
Stormcloud Brewing Company	12/14/2018	$70,000
Eclipse Communications #1	3/26/2021	$70,000
Eclipse Communications #2	2/21/2022	$50,000
Total		**$795,000**

- All loans are in **good standing**;

Subrecipient Agreement:

- The Subrecipient Agreement clearly defines Venture North and Benzie County's responsibilities administering the CDBG loan fund;
- Venture North Responsibilities (pages 2-4 of Subrecipient Agreement):
    - Outreach
    - Completion of Loan Applications & Credit Analysis
    - Obtain Collateral
    - Loan Approval Committee
    - Assure no Costs Incurred prior to Approval
    - Loan Closing
    - Loan Servicing/Loan Portfolio Management
    - Montor Job Creation
    - Management of Program Income
    - Maintenance of Records
    - Borrower Compliance
    - Regional Fund Program Management
    - Adoption of Credit Policies
    - CDBG Project Closure

- Benzie County Responsibilities (pages 5 of Subrecipient Agreement):
    - Oversee Compliance with HUD
    - Oversee Budget
    - Oversee Project Progress
    - Review Final Closeout Report
    - Monitor Third Party Contracts
    - Review Quarterly Reporting
    - Attend on Site Project Monitoring
    - Attend on Site Management of Venture North
    - Complete Annual Performance Report
    - Files and Record Keeping

- The Agreement matures on June 30, 2024;
- Requesting Extension of Agreement to June 30, 2027;

Venture North will provide a brief overview of clients assisted in Benzie County and can answer any questions regarding the Benzie County CDBG Loan program.

SUBRECIPIENT AGREEMENT BETWEEN BENZIE COUNTY AND VENTURE NORTH FUNDING & DEVELOPMENT FOR MICHIGAN CDBG PROGRAM

THIS SUBRECIPIENT AGREEMENT ("Agreement"), entered on July 1, 2024, by and between the **Benzie County** (herein called the "Unit of General Local Government" or "UGLG") and **Venture North Funding & Development** (herein called the "Subrecipient").

WHEREAS, the UGLG has applied for and received funds from the Michigan Strategic Fund ("MSF") under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383;

WHEREAS, the UGLG has operated a revolving loan fund ("Local RLF") pursuant to the HCD Act for many years;

WHEREAS, the MSF approved the regionalization of existing revolving loan funds into nine (9) regional entities or Regional Revolving Loan Funds (hereinafter individually a "Regional Fund") pursuant to Resolution 2011-120;

WHEREAS, this regionalization was provided for in the Michigan Consolidated Plan for Housing and Community Development program Year 2012 (July 1, 2012 – June 30, 2013); One Year Action Plan as approved in Resolution 2012-028;

WHEREAS, by Resolution 2012-142 the MSF designated each Michigan CDBG Regional Fund Manager ("RFM" or "Fund Manager"), including the Subrecipient as the RFM for Region(s) **2** (hereinafter called "the Region";

WHEREAS, the UGLG and its Local RLF are within the Region; and

WHEREAS, the UGLG wishes to engage the Subrecipient to assist the UGLG in utilizing such Local RLF funds and additional Community Development Block Grant ("CDBG") funds which the UGLG may receive.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. PARTIES' RESPONSIBILITIES

A. Subrecipient's Responsibilities

The Subrecipient will be responsible for administering a CDBG revolving loan program, also referred to as Regional Revolving Loan Fund ("Regional Fund"), for the UGLG identified above. The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local laws, statutes, rules and regulations, and MSF program guidance (Grant Administration Manual or Guide, hereinafter "GAM") as may be amended from time to time, governing these funds, and in a manner satisfactory to the UGLG and the MSF.

Changes to the program focus and objectives, or services, contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and UGLG and acknowledged by the MSF Fund Manager or designee.

The focus of the Subrecipient's efforts under this Agreement will be the provision of loans to private, for-profit businesses located in the jurisdiction of the UGLG that will result in the creation of jobs primarily for low-and moderate-income individuals at those businesses or which will meet another permissible CDBG National Objective as provided in the GAM. The major tasks that the Subrecipient will perform in connection with the operation of a Regional Fund include, but are not limited to, the following:

1) **Outreach**. The Subrecipient will advertise and market the Regional Fund and conduct other forms of outreach. The Subrecipient's outreach efforts will be sufficient to generate enough demand to be able to close loans that produce jobs, the majority of which will be for low- and moderate-income persons.

2) **Completion of Loan Applications; Underwriting Assessment**. The Subrecipient will assist for-profit businesses and other eligible borrowers in completing loan applications, and will perform an assessment of each loan request to: (a) determine the CDBG eligibility of the loan, (b) evaluate the loan's job creation potential relative to meeting the National Objective and Public Benefit standards, and (c) ascertain that the loan will minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods. The Subrecipient will perform a front-end assessment to determine whether each loan and the financing terms associated with it are appropriate, and as part of this assessment will consider the following:

   a) the business' need for financial assistance;
   b) the feasibility of the proposed venture or business activity;
   c) the past business experience of the applicant;
   d) the reasonableness of the proposed costs and return to the applicant;
   e) the commitment of other sources of funds; and
   f) the ratio of the loan amount to the full-time equivalent jobs expected to be created.

   Additional underwriting standards and requirements may be found in the GAM.

3) **Obtain Loan Collateral**. The Subrecipient will identify and obtain loan collateral, or other appropriate forms of loan security, sufficient to reduce the financial risk associated with each CDBG-funded loan, consistent with the program intent of providing financing in situations where adequate conventional financing is not available and as may be provided in the GAM.

4) **Loan Approval Committee**. The Subrecipient shall establish and maintain a Loan Approval Committee for the Regional Fund which will have no fewer than five (5) seats and no more than seven (7) seats. The composition and experience

requirements for the Loan Approval Committee are re-iterated in the GAM. In no case, can a Loan Approval Committee convene to consider a loan request without a representative from the community where the project resides.

5) **Incurring Costs**. The Subrecipient shall be responsible for making sure that no CDBG or non CDBG project costs have been incurred prior to either execution of the formal loan agreement or completion of the environmental review procedures and written authorization from the CDBG Revolving Loan Fund Program Specialist to incur project related costs.

6) **Loan Closing**. With the authorization of the Regional Fund program's Loan Approval Committee, the Subrecipient will execute all necessary documents and disburse funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing (a) the records that Borrowers must maintain to demonstrate the eligibility of the CDBG expenditures and the satisfaction of the CDBG National Objective, and (b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur. Prior to any disbursement, each loan must be approved in writing by the MSF or its designee.

7) **Loan Servicing/Loan Portfolio Management**. The Subrecipient will establish and maintain a consistent method for recording monthly payments, with up-to-date ledgers and timely reconciliations which is consistent with the GAM and acceptable to the MSF or its designee. The Subrecipient will also establish a system to monitor the financial health of Borrowers, in order to anticipate repayment problems called a Troubled Asset Management Plan ("TAMP") which is discussed further in this document and within the GAM. The Subrecipient will apply its policies and procedures regarding late payments, defaults, loan re-negotiation, and foreclosure in a timely and consistent manner.

8) **Monitoring of Job Creation**. For those projects required to create low to moderate income ("LMI") jobs, the Subrecipient will monitor Borrowers on at least a semi-annual basis to assess their progress in creating jobs for low- and moderate-income persons, and will institute default and foreclosure of the loan (subject to any inter-creditor rights and with penalties if appropriate) in instances where the Borrower fails to take sufficient action to satisfy the CDBG National Objective requirement.

9) **Management of Program Income**. Any program income (as defined at 24 CFR 570.489(e)) generated in connection with the economic development loan program, including loan repayments, late payment penalties, recaptures, or proceeds from foreclosure, will be utilized consistent with applicable CDBG program requirements. The Subrecipient shall apply this program income toward additional loans under the Regional Fund program through the use of a revolving fund pursuant to 24 CFR 570.489(f).

10) **Maintenance of Records**. In addition to the financial records regarding loan repayment cited in Paragraph A.6 above, the Subrecipient will maintain sufficient records to fully document (a) the loan application and underwriting review, including the front end assessment of CDBG eligibility and appropriateness of the loan, (b) the final terms and conditions of the loan, including collateral or other forms of loan security involved, (c) satisfaction of the CDBG National Objective, and Public Benefit requirements consistent with the requirements of 24 CFR 570.483, and (d) proper utilization of program income received. All such records will be maintained according to the general requirements of 24 CFR 570.490 and those specified in the section of this Agreement on retention of records.

11) **Borrower Compliance**. Recipients of loan proceeds ("Borrower(s)") from the Regional Fund must comply with all federal and state laws, statutes, regulations, rules and policies, including, but not limited to, all reporting, monitoring and other requirements. Borrowers must acknowledge their compliance obligations at loan inception.

12) **General Regional Fund Program Management**. In addition to all of the responsibilities above, the Subrecipient shall be responsible for (a) maintaining separate accounting for the various types of capital, (b) reporting results of the Regional Fund program quarterly to the UGLG with a copy provided to the MSF or its designee, (c) obtaining written pre-funding consent from the MSF or its designee prior to any loan closing, (d) managing the administrative and oversight costs, including potential costs associated with third party contract service providers, and (e) obtaining written consent from the MSF or its designee prior to any disbursement.

13) **Adoption of Credit Policies**. The Subrecipient shall maintain at all times Lending Policies, Collection Policies, Compliance Policies, and Financial Accounting Policies consistent with the GAM which are customary to lending institutions and germane to their activities.

14) **CDBG Project Closure**. The Subrecipient shall complete the Project Closeout Report and submit all required attachments and documentation requested for review by MSF Staff. The process for closing out CDBG Revolving Loan Fund Projects is promulgated in the GAM and is regularly updated.

Repayments received on projects which are considered by the MSF as both Closed and Successed are no longer subject to Program Income restrictions and are instead subject to a certain Repaid Funds Agreement which shall be executed concurrently by the Subrecipient.

B. <u>UGLG Responsibilities</u>

1) The UGLG shall sub-grant to the Subrecipient its uncommitted Local RLF funds and certain new CDBG funds received from the MSF pursuant to the terms and conditions of this Agreement (the "Subgranted Funds"). The UGLG shall continue to retain responsibility related to its Local RLF and for its sub-granted CDBG funds,

program income and existing loans and grants, and shall be required to participate in the resolution of any problems that may develop in the course of a project's implementation. Specifically, as it pertains to all transactions subject to this Agreement, the UGLG shall:

a) Collaborate with Subrecipient to complete or assist with UGLG specific compliance items and oversee Subrecipient compliance with additional statutory and program requirements, including but not limited to:
   - National Objectives
   - Citizen Participation
   - Property Management
   - Financial Management
   - Environmental Review
   - Fair Housing
   - Equal Opportunity
   - Labor Standards
   - Acquisition and Relocation
   - Procurement and Contract Management

b) Oversee Local/Regional RLF budget and project amendments

c) Oversee field review and audits of project activities and overall project progress

d) Review final close-out reports prepared by Subrecipient prior to submission to the MSF

e) Oversee and monitor third-party contracts related to projects that utilize its program income

f) Review quarterly reporting prepared by the Subrecipient

g) Attend on-site project monitoring with the MSF and Subrecipient

h) Attend on-site monitoring of Subrecipient with MSF, as requested

i) Complete annual Subrecipient performance report and submit to MSF

2) A copy of all files and records as required to be kept by an UGLG or as provided in the GAM must be kept at the UGLG office and must be available to the public during regular business hours, except documents deemed confidential and exempt from disclosure pursuant to MCL 15.243. Documents to be made available include copies of approved written policies related to the statutory and program requirements listed above. Required documentation and record keeping is discussed in greater detail in Section VIII.B, below.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the Effective Date set forth in the first paragraph of this Agreement and end on **June 30, 2027**. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. Extensions must be approved by the UGLG and the MSF.

The MSF reserves the right and the UGLG and Subrecipient agree that the MSF for either cause or convenience may suspend and/or terminate any and all Regional Fund activities and direct the Subrecipient as to the further use and purpose of Regional Fund assets. If the suspension/termination is for convenience, the UGLG and Subrecipient shall be provided sixty (60) days' written notice of the termination and the specific rationale for the action.

III. TRANSFER OF CURRENT AND FUTURE PROGRAM INCOME

The UGLG hereby agrees to provide, and the Subrecipient agrees to accept, and the MSF hereby consents commensurate with its Resolutions 2013-054 and 2013-078 to the subgrant of all currently outstanding program income and any future program income received by the UGLG to the Subrecipient. Upon the execution of this Agreement, program income will be subgranted within fifteen (15) business days to the account of the Subrecipient. Any additional program income received shall be subgranted no less frequently than quarterly on the first business day of the first month of the quarter by electronic transfer or other form acceptable to the parties.

IV. REIMBURSEMENT OF ADMINITRATIVE EXPENSES OF UGLG

A. Reimbursement of Administrative Expenses for Existing Business
Program Income received by a Local RLF which is then sub-granted to a Regional Fund under this Agreement may be reduced by a percentage, which is described in the GAM, which may be used for the reimbursement of reasonable and allowable administrative expenses associated with existing business of the Local RLF. Excess and unused funds may then be sub-granted in whole to the Regional Fund.

B. Reimbursement of Administrative Expenses for New Business
Upon the initial transfer of Program Income from the UGLG to the Regional Fund, a percentage described in the GAM of the transferred amount may be set aside and made available to the Regional Fund for the reimbursement of reasonable and allowable administrative expenses associated with new business undertaken by the Regional Fund.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 570.489(d).

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

UGLG	SUBRECIPIENT
Benzie County	**Venture North Funding & Development**
Katelyn Zeits, County Administrator	**Laura Galbraith, President**
448 Court Place	**202 E. Grandview Parkway**
Beulah, MI 49617	**Traverse City, MI 49684**

With a copy to:
Michigan Strategic Fund
Attn: Fund Manager
300 N. Washington Square
Lansing, MI 48913

VI. SPECIAL CONDITIONS

A. Eligible Use of Regional Fund Assets or Subgranted Funds

1) Subgranted Funds may be deployed for projects that meet the charter and bylaws of the Regional Fund organization and provide funding for eligible businesses and projects that provide employment opportunities to primarily low and moderate income individuals who live in the State of Michigan or may, as a result of the use of funds, receive new employment or remain employed within the State of Michigan as further set forth in the GAM.
Projects shall comply with the GAM. Activities shall also adhere to all CDBG requirements including those imposed by HUD, the MSF, and any other state or federal legal requirements.

2) The Regional Fund may provide loans, loan guarantees, collateral enhancements, purchase loan participations, and deploy funds in any other manner not specifically prohibited herein, in the HCDA, or in federal and state statutes, regulations, rules and policies, but which meet the spirit of the mission of the Regional Fund, namely the support and capitalization of businesses which offer employment opportunities within the Regional Fund's region. It is contemplated Subgranted Funds will be used to mitigate or participate in credit risk.

3) The MSF reserves the right to approve, on behalf of the Regional Fund, any transaction that meets the requirements of the CDBG program, HUD and any and all state and federal laws, rules, regulations and policies, but which are not otherwise prohibited by this Agreement or the GAM.

4) The RFM shall operate the Regional Fund in a way that is consistent with the UGLG's community development plan.

5) The RFM shall operate the Regional Fund in a way that is consistent with the Statement of Assurances attached as **Exhibit B**.

B. Prohibitions

1) Regional Fund assets may not be used in speculation but must be tied to specific projects meeting national objectives.
2) Regional Funds may not provide assistance to professional sports teams.
3) Regional Funds may not provide assistance with assets to privately-owned recreational facilities that serve a predominately higher-income clientele, where the recreational benefit to users or members clearly outweighs the employment or other benefits to low-and moderate-income persons.
4) Regional Funds may not provide assistance to a borrower or project while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of non-compliance related to previous CDBG assistance.
5) Regional Fund assets may not be used for the acquisition, construction, or reconstruction of buildings for the general conduct of government as that term is defined in 42 U.S.C. §5302(a) (21).
6) Regional Fund assets may not be used for political activities of any kind.
7) Regional Fund assets may not be used to pay for obligations which are general fund obligations of a local unit of government.
8) Regional Fund assets may not be used to pay for the general promotion of the community as a whole.
9) Regional Fund assets may not be used for income payments.
10) Regional Fund assets may not be used to assist directly in the relocation of any industrial or commercial plant, facility, or operation from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area from which the relocation occurs, as provided in 42 U.S.C. §5305(h).
11) Any other activity described in 24 CFR 570.207.

C. Grant Administration Manual or Guide ("GAM")

All funds and projects shall be administered in compliance with all applicable Federal, state, and local laws, statutes, rules and regulations, and the GAM, as may be amended and updated from time to time, governing these funds and the CDBG program, and in a manner satisfactory to the UGLG and the MSF. The GAM contains additional requirements and policies on such matters, including, but not limited to, passive real estate, interest rates, approval of exceptions, loan terms, guarantees and subordination.

D. Recourse

The MSF may, or be directed by HUD to, recapture either Program Income or Grant Funds should such funds have been used for a project which fails to meet or make sufficient progress toward a National Objective or which experiences a failure of compliance with federal or state laws, rules, policies, regulations, or guidance issued within the GAM. The Subrecipient agrees that such a recapture will trigger a default in the underlying agreements associated with the project. The Subrecipient agrees to cooperate in order to

facilitate the realization of remedies from the underlying project. The Subrecipient further agrees that such a recapture which documents a failure associated with activities managed by the Subrecipient under this Agreement shall become the financial obligation of the Subrecipient to the UGLG and the MSF.

E. Troubled Asset Management Plan

The Subrecipient shall adopt and follow a Troubled Asset Management Plan ("TAMP") which shall include the use of forbearance agreements and other legal and financial instruments which are normal and customary in the course of such activities for traditional commercial and non-profit lenders. The TAMP shall be satisfactory to the UGLG and the MSF and shall incorporate, at a minimum, such elements and obligations as described in the GAM, Revolving Loan Fund chapter under section titled "Troubled Asset Management" which may be updated from time to time.

F. MSF Identified Fraud and Subrecipient Misconduct

If at any time, and under any condition of discovery, the MSF identifies fraud, negligence, willful misconduct, theft, or any other deliberate act which violates or appears to violate any state or federal law, rule, regulation, policy or process to which the Subrecipient must adhere (collectively "Misconduct") the MSF shall act to protect the program, its assets, and the Borrowers and communities which it serves by taking any actions deemed necessary including, but not limited to, rescinding the designation as a Regional Fund or RFM, withdrawing and/ or recovering capital and income, redirecting the repayment of loan assets, seizing books, records, documents and accounts of Borrowers and of the Subrecipient and any similar or related material it deems necessary in its sole determination. The MSF may do so with reasonable notice to the Subrecipient.

The MSF, in cooperation with HUD, may evaluate a Corrective Action Plan by a Subrecipient and/or UGLG intended to address a finding of Misconduct as described herein. In evaluating such a plan, the MSF, in cooperation with HUD, shall determine if such proposed Corrective Action Plan is sufficient to remedy the finding and to what extent the Subrecipient or former Subrecipient may be allowed to continue to participate in the program.

VII. GENERAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants including Subpart I of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 58.4; and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local statutes, rules, regulations, and the GAM governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

A. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee

between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The UGLG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

B. Indemnification and Hold Harmless

To the full extent allowed by law, the Subrecipient shall indemnify, defend and hold harmless the UGLG and the MSF, including its board members, participants, committee members, officers, agents and employees (the "Indemnified Persons"), from any damages that either may sustain through the negligence or willful misconduct of the Subrecipient pertaining to its performance of the activities set forth in this Agreement. The Subrecipient shall maintain such insurance as necessary to comply with this provision. The Subrecipient shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of, or as a result of, the Subrecipient's operations; however, the Subrecipient's indemnification obligation shall not be limited to the limits of liability imposed under the Subrecipient's insurance policies. The Subrecipient shall provide and maintain its own general liability and workers' compensation insurance. The insurance shall be written for not less than any limits of liability, if any, required by law for the Subrecipient's obligation to provide indemnification under this Agreement.

C. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the UGLG. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.325, Bonding and Insurance.

E. UGLG Recognition

The Subrecipient shall insure recognition of the role of the UGLG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

With the written consent of the MSF, the UGLG or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the UGLG's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the UGLG or Subrecipient from its obligations under this Agreement.

The UGLG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both UGLG and Subrecipient. Such amendments require the express written consent of the MSF.

The GAM may be revised and amended during the term of this Agreement. Updated versions of the GAM shall be posted and shall be applicable to this Agreement upon their posted effective date.

G. Suspension or Termination

In accordance with 2 CFR 200.338, 339, 341 and 342, the UGLG (with the concurrence of the MSF) may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3) Ineffective or improper use of funds provided under this Agreement; or
4) Submission by the Subrecipient to the UGLG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339 and 340, this Agreement may also be terminated for convenience by either the UGLG or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the UGLG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the UGLG may terminate the award in its entirety. All Subrecipient awards shall contain language providing for their termination in the event the UGLG determines the award will no longer accomplish the purpose for which it was

approved and for the assignment of any loans to the UGLG in the event the UGLG suspends or terminates this Agreement as set forth above.

In either event, the Subrecipient shall be provided sixty (60) days' written notice of the suspension or termination and the specific rationale for the action.

H. Default, Suspension, and Repayment Provisions

1) **Events of Default**. Notwithstanding anything to the contrary, the Subrecipient's ability and authority to manage the Regional Fund shall automatically be suspended, and may be terminated as provided by this Agreement, upon the occurrence, and during the continuance, of an Event of Default or as otherwise specified in this Agreement. The occurrence of any one or more of the following events or conditions shall constitute an Event of Default under this Agreement, unless a written waiver of the Event of Default is signed by the MSF Fund Manager:

a) any representation made by the Subrecipient shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided to the MSF;
b) any material breach by the Subrecipient of an obligation of the Subrecipient under this Agreement, including failure to submit reports when due, or failure to maintain the required documents, which is not cured by the Fund Manager to the satisfaction of the MSF Fund Manager within the Cure Period;
c) the Subrecipient is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the MSF or MEDC, or for any department or agency within the State, including, without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environmental Quality, the Department of Treasury, the MSF, the Michigan Economic Growth Authority (or any successors or assigns to any of the foregoing), which is not cured by the Subrecipient to the satisfaction of the MSF Fund Manager within the Cure Period;
d) any voluntary bankruptcy or insolvency proceedings are commenced by the Subrecipient;
e) any involuntary bankruptcy or insolvency proceedings are commenced against the Subrecipient, which proceedings are not set aside within 60 calendar days from the date of institution thereof;
f) the Subrecipient's failure to comply with any provision of this Agreement;
g) Misconduct, as defined herein;
h) failure of the Subrecipient to adequately advertise and market the Regional Fund and/or the failure of the Regional Fund to have sufficient loan or commercial credit activity to comply with the continuing activity definition adopted by the MSF for the CDBG revolving loan funds; and
i) any dissolution of the Subrecipient.

2) **Available Remedies**. Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable Cure Periods without the required cure), in addition to the automatic suspension of the Subrecipient's ability and authority to manage the Regional Fund, the MSF may terminate this Agreement, and the Subrecipient's ability and authority to manage the Regional Fund, all at the option of the MSF. The suspension or termination the Subrecipient's ability and authority to manage the Regional Fund or of this Agreement are not intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative, and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Subrecipient shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF.
Cure Period shall mean within thirty (30) business days after written notice by the MSF Fund Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager.

This Paragraph shall survive the end of the Term of the Agreement for a period of three (3) years.

3) **Recourse**. Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable Cure Periods without the required cure), the MSF may recapture Regional Funds used for a project which does not comply with federal or state laws, rules, policies, regulations, or guidance issued within the GAM ("Recapture"). The Subrecipient agrees that such a recapture will trigger a default in the underlying agreements associated with the project. The Subrecipient agrees to cooperate in order to facilitate the realization of remedies from the underlying project, including, if necessary, the assignment to the MSF of all interest in any Regional Fund agreements and any Regional Funds. The Subrecipient further agrees that in the event of any Recapture under this Agreement, any deficiency in the Regional Funds shall become the financial obligation of the Subrecipient to the MSF.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1) **Accounting Standards**. The Subrecipient agrees to comply with 24 CFR 570.489(d) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) **Cost Principles**. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1) **Records to be Maintained**. The Subrecipient shall maintain and provide to the UGLG all records required by the Federal regulations specified in 24 CFR 570.490 and GAM Chapter 8 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Records required to determine the eligibility of activities;
d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR 570.490; and
g) Other records necessary to document compliance with Subpart I of 24 CFR Part 570.

2) **Access to Records:** The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the UGLG, MSF or its agent, or other authorized state and Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3) **Retention**. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the UGLG's annual performance and evaluation report to MSF in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4) **Client Data**. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be

limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to UGLG monitors, or their designees, for review upon request.

5) **Disclosure**. The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the UGLG's or Subrecipient's responsibilities with respect to services provided under this contract, may be prohibited by applicable Michigan or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

6) **Closeouts**. The Subrecipient's obligation to the UGLG shall not end until all closeout requirements of the Agreement are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the UGLG), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7) **Audits and Inspections**. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the UGLG, grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 (thirty) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current UGLG policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1) **Program Income**. The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.489(e). By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on

hand. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the UGLG or MSF.

2) **Progress Reports**. The Subrecipient shall submit regular Quarterly Progress Reports to the UGLG in the form, content, and frequency as required by the UGLG.

D. Procurement

1) **Compliance**. The Subrecipient shall comply with current UGLG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the UGLG upon termination of this Agreement.

2) **OMB Standards**. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart F.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.489(j) and (k), as applicable, which include, but are not limited to, the following:

1) The Subrecipient shall transfer to the MSF or the UGLG, as directed by the MSF, any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one (1) of the CDBG National Objectives pursuant to 24 CFR 570.483 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the UGLG an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the UGLG. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the UGLG for the CDBG program; or (b) retained after compensating the UGLG [an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable UGLG ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1) **Compliance**. The Subrecipient agrees to comply with the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq. and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) **Nondiscrimination**. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3) **Land Covenants**. This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.487 and 570.602. In regard to the sale, lease, or other transfer of land acquired,

cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the UGLG and the MSF are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) **Section 504**. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The UGLG shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1) **Approved Plan**. The Subrecipient agrees that it shall be committed to carry out pursuant to the UGLG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2) **Women- and Minority-Owned Businesses ("W/MBE")**. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) **Notifications**. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) **Equal Employment Opportunity and Affirmative Action ("EEO/AA") Statement**. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

5) **Subcontract Provisions**. The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1) **Prohibited Activity**. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) **Labor Standards**. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the UGLG for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the UGLG pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) **Section 3 Clause**.

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the UGLG, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the UGLG, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the community area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the community area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction,

or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the community area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Subrecipient agrees to send to each labor organization or bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1) **Assignability**. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the UGLG and the MSF thereto; provided, however, that claims for money due or to become due to the Subrecipient from the UGLG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the UGLG. All terms and conditions of this Agreement shall apply to any approved assignment related to the Agreement.

2) **Subcontracts**

a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the UGLG prior to the execution of such agreement.

b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the UGLG along with documentation concerning the selection process.

3) **Hatch Act**. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way, or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) **Conflict of Interest**. The Subrecipient agrees to abide by the provisions of 24 CFR 570.489(h) which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of,

a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a covered person includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the UGLG, the Subrecipient, or any designated public agency.

5) **Lobbying**. The Subrecipient hereby certifies that:

a) No Federal appropriated funds have been paid ,or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6) **Copyright**. If this contract results in any copyrightable material or inventions, the UGLG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) **Religious Activities**. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1) Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3) Environmental Protection Agency ("EPA") regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487(c), and 24 CFR Part 35, Subpart B. Such regulations pertain

to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The UGLG's (or the MSF's) failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the UGLG (or the MSF) to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

Except as expressly referenced and incorporated, this Agreement constitutes the entire agreement between the UGLG and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the UGLG and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Benzie County

Date: _____ By: _____

Bob Roelofs
Board of Commissioners Chairman

Venture North Funding & Development

Date: _____ By: _____

Laura Galbraith
President

ACKNOWLEDGED AND APPROVED:

MICHIGAN STRATEGIC FUND

Date: _____ By: _____

Matthew Casby
MSF Fund Manager

VENTURE NORTH

presentation to:

Benzie County Commissioners

Laura Galbraith, President













Venture North

Non-Profit 501c3

Serve 10-County Region

Financial First Responder

Vision

Every under-resourced business has the necessary tools to reach their full potential and contribute to resilient, sustainable and thriving communities in Northwest Michigan.

Mission

We unlock the potential of under-resourced business owners and entrepreneurs through securing and deploying capital and technical support that contribute to vibrant businesses, positive economic impact and strong, healthy communities throughout the 10-county Northwest Michigan region.

Focus

- Community impact: jobs, family sustaining wages, essential services
- Underserved populations: minority, women owned entrepreneurs, low income (rural) communities
- Flexible lending to support business expansion or start ups – flexible and affordable terms
- Free Consulting/Coaching

Venture North: OUR TEAM

We enjoy what we do.

We work as a team at the grassroots level with clients and communities to get things done as quickly as possible.

We only succeed when our clients do, too.



LAURA GALBRAITH
President



SARA CHRISTENSEN
Portfolio Manager



ANNIE OLDS
Business Development Manager



STEVE BROWER
Business Development & Coach



BETSY EVANS
Business Development & Coach



TIM ERVIN
Fund Development,
Marketing & Communications



AMY LANE
Northern Lights
Business Journalist



JOHANNA GROSS
Graphics & Social Media



KRISTINA SCHNEPF
Marketing Consultant

BUSINESS DEVELOPMENT

Part of our work as consultants is helping our clients bridge the gap between needs and priorities and the people and places with programs that may have solutions.

- **FREE Professional Consulting / Coaching**
  - Financial Forecasting
  - Marketing
  - Legal
- **Mini-Grants for Growth**
- **Access to Online Learning**
- **Connections to Other Partners/Resources**
- **Group Training**

Navigating Initiate

Initiate provides online tools in **areas that matter most** to your small business customers:

START-UP
MONEY.
MARKETING.
MANAGEMENT.



VENTURE NORTH

BUSINESS LOAN PRODUCTS



New Business Micro Loan (Up to $50K)

- **Stage:** Pre-start up to 2 years in business
- **Terms:** Up to 60 months
- **Documentation:** Personal Federal income tax returns for last 3 years; Business plan inc. 24-mo. projection, etc.
- **Collateral:** Not required, project dependent
- **Use of Funds:** Equipment, inventory, working capital
- **Pre-Payment Penalty:** None



Existing Business Loan (Up to $350K)

- **Stage:** 3+ years in business
- **Terms:** Up to 60 months
- **Documentation:** Business financial statements, Personal & Business Federal tax returns (past 3 yrs), etc.
- **Collateral:** Not required, project dependent
- Participation with Banks (Subordinate)
- **Use of Funds:** Equipment, inventory, working capital, **short-term bridge**, real estate
- **Pre-Payment Penalty:** None

VENTURE NORTH

Benzie County
CDBG LOAN PROGRAM - IMPACT

Account Name	Close Date	Loan Amount	Met National Objective	Principal Outstanding	Stage
Sleeping Bear Farms / Apiaries #1	2/1/2016	$205,000	6	$0.00	Closed Out & Repaid
Sleeping Bear Farms / Apiaries #2	7/12/2017	$70,000	3	$0.00	Closed Out & Repaid
Xpert Fulfillment	12/22/2017	$330,000	10	$0.00	Closed Out & Repaid
Stormcloud Brewing Company	12/14/2018	$70,000	2	$0.00	Closed Out & Repaid
Eclipse Communications #1	3/26/2021	$70,000	2	$27,081.36	Closed Out, In Repayment
Eclipse Communications #2	2/21/2022	$50,000	2	$28,580.62	Closed Out, In Repayment
Total		**$795,000**	**25**	**$55,661.98**	
Available to Lend	**$106,018**				

VENTURE NORTH

BENZIE COUNTY
Loan Impacts



18 Loans, Totaling
$1.6MM in Benzie County



Creating **70 New** Jobs and
Retaining **170** Jobs

VENTURE NORTH

Big Bob's Up North Outfitters

Coastline Cycles

Cottage Pros

Eclipse Communications

Field Crafts/Bookwear

FrankZ

K & B Laughing Horse

L'Chayim Delicatessen

Sleeping Bear Farms/Apiaries

Stormcloud Brewing Company

The May Farm

Xpert Fulfillment

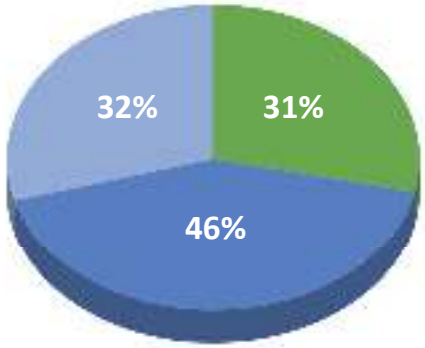
Cumulative Loan Portfolio Impacts



178 Loans, Totaling **$10.6MM**

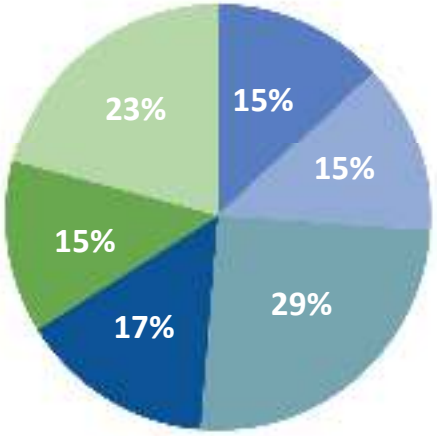


Creating **537** Jobs and
Retaining **587** Jobs



BUSINESS PHASE

- New Business
- Existing Business
- Business in Growth Phase



INDUSTRY SECTOR

- Retail Trade
- Manufacturing
- Prof Tech
- Agriculture
- Education
- Hospitality

VENTURE NORTH

CDBG Loan Program – Next Steps

- **Subrecipient Agreement**
  - Agreement between Venture North & Benzie County on how to administer the CDBG loan fund
- **Clearly identifies each party's responsibility**
- **Extends the agreement to June 30, 2027**

VENTURE NORTH



BUSINESS

2023 ANNUAL REPORT

COMMUNITY

TALENT



Networks Northwest

Talent / Business / Community

To Our Partners, Stakeholders, and Communities of **Northwest Lower Michigan,**

As we reflect on this past year, we are filled with gratitude for the collaboration that serves as our hallmark, both for our organization and for our region. We have worked with individuals, businesses, and municipalities to navigate challenges and change, supporting them in achieving remarkable milestones. All this while upholding our commitment to fostering growth, opportunity, and prosperity across Northwest Michigan.

OUR IMPACT



In our workforce programs, we connected with more than 11,000 individuals, from youth attending MiCareerQuest to intensive services for adults most in-need. We worked on reducing barriers to success, improving the foundational skills of the workforce, and increasing opportunities to earn and learn. For business development, we served more than 1,000 companies by supporting their hiring and training efforts, helping them expand through government contracting and exporting, and connecting them to partners. In our community development department, we utilized more than $2.5 million in grants for planning and economic development on both local and regional levels.

We are proud of the 97 employees in our organization, all of whom are dedicated to the vision of improving quality of life for those they serve. Their resilience, drive, and hope for the future are the reason for our success.

Sincerely,

Janie McNabb
Chief Executive Officer

Nicole Sulak, Board Chair
Corporate Controller, Munson Healthcare

Chris Christensen, Chief Elected Official
Charlevoix County Commissioner







TALENT DEVELOPMENT



Networks Northwest
Talent / Business / Community

NORTHWEST MICHIGAN WORKS!

Northwest Michigan Works! is the leading workforce development agency serving job seekers and employers in northwest Lower Michigan. Building on over 40 years of experience, Northwest Michigan Works! assists employers in finding and retaining qualified employees by ensuring our local talent pipelines have the skills, training, and education that employers are seeking.

Talent Development

WORKFORCE INNOVATION and OPPORTUNITY ACT (WIOA)

The **WIOA** program helps adults, dislocated workers, and youth access employment, education, training and support services. Participants work with Career Advisors, and receive individualized career services directly related to in-demand employment opportunities in the community.

385
Adults & Dislocated Workers served

90%
Employed 1-year later

MEET OLEKSANDR

Oleksandr P. and friend Serhii K. came to the Cadillac Northwest Michigan Works! service center for help after leaving their war-torn country of Ukraine and relocating to Missaukee county. Their English was sparse but they had already begun English as a Second Language (ESL) classes online. Staff worked with Oleksandr and Serhii in providing career services and were ultimately able to provide assistance for both of them to participate in truck driver training. The two friends were able to train together and were allowed extra time to learn the lingo of a truck driver. Despite the cultural differences and language barriers, they both excelled and successfully completed their training. Today, both Oleksandr and Serhii are working together at a large trucking firm and are able to support their families once again.

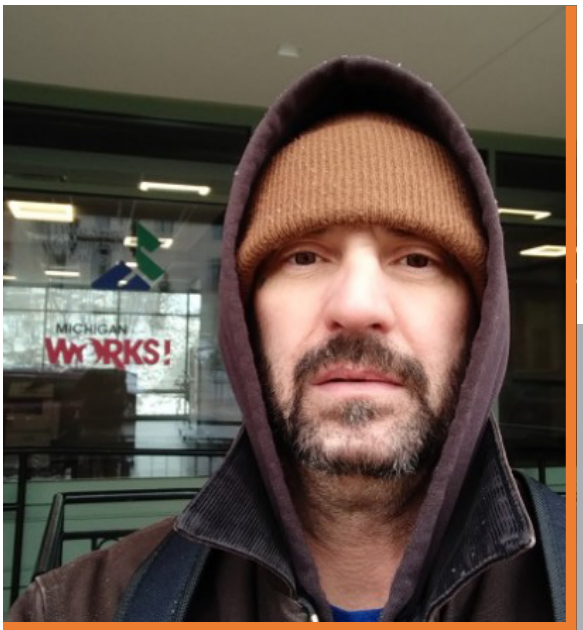


"I want to express my infinite gratitude to Michigan Works! and Pinnacle Truck Driver Training for helping me find a new profession and a new stage in my life. I appreciate every employee and all the help provided."

-Oleksandr P., Northwest Michigan Works! participant

Talent Development

WORKFORCE INNOVATION and OPPORTUNITY ACT (WIOA)



MEET MARK

Mark S. came into the Northwest Michigan Works! service center in Manistee for help. Staff helped him in creating an account on the Pure Michigan Talent Connect and in getting job ready after recently being released from prison. While incarcerated Mark earned his Building Trades and Small Engine Repair Certificate. He demonstrated dedication to his job search and persistence, applying for over 35 jobs in seven weeks. Mark began working part-time initially in manufacturing and eventually gained full-time employment in the construction field.

"I had no experience on a computer and no knowledge of how to get online. The staff at Michigan Works! helped me and taught me how to apply for jobs online and create a resume. They also calmed me down and helped me when I was stressed and overwhelmed. They made my transition back into society and the workforce easy and were always cheerful and happy to help whenever I had questions. I am very grateful and appreciative for them and all the hard work they do."

-Mark S., Northwest Michigan Works! participant

"Michigan Works! has been amazing, helping me with computer work and expenses for work clothing and needs for a new career. I am so appreciative for their kindness and work."

-Sara S., Northwest Michigan Works! participant



MEET SARA

Served nearly 200 Dislocated Works and assisted with training for 40 participants as part of the Northern Michigan Opioid Workforce Alliance, providing employment assistance to those directly impacted by the opioid epidemic.

Talent Development

WIOA Youth Services

In addition to career services, WIOA Youth Services supports **MiCareerQuest** which provided 2,000 ninth graders from 30 northern Michigan school districts with a hands-on career exploration experience featuring 50 employers. The event exposed area youth to 100 occupations in high-wage, in-demand industries, many of which they were not aware of before the event.

MiCareerQuest Northwest

"MiCareerQuest is a cool way for students to learn and interact with different career opportunities that are available to them once they graduate. Students have the opportunity to ask questions to professionals, learn about the benefits of these careers along with trying out the equipment used in those industries."

-Chas Ferrell, Cadillac High School Assistant Principal



Jobs for Michigan's Graduates (JMG)

The **JMG** program equips young adults with the skills to overcome barriers and succeed in education, employment and life. Northwest Michigan Works! coordinates JMG programming at nearly 20 school districts in northwest Lower Michigan. Employer engagement is incorporated, with over 120 talent tours, job shadows, paid work experience and other opportunities provided this past year.

493
JMG Youth Served

JOBS for MICHIGAN'S GRADUATES
powered by youth solutions

99% ***Graduation Rate***
90% ***Employment Rate***

Young Professionals Program

The **Young Professionals Program** takes place in the summer and in partnership with Northwest Education Services, Charlevoix-Emmet ISD, and Wexford-Missaukee ISD. The program provides young adults with eight weeks of job skills, earned income, and career exploration and preparation activities. It places 14-24 year olds on the right path to achieve lifelong economic self-sufficiency. This past year 20 youth participated and 15 achieved their welding certification.

Natalie was able to earn her SMAW welding qualifications and is strongly interested in a career in the welding industry. »



Talent Development

MICHIGAN LEARNING and EDUCATION ADVANCEMENT PROGRAM

The Michigan Learning and Education Advancement Program provides training, support and wrap-around services for those participants pursuing post-secondary career pathways that align with in-demand occupations. The 3-year grant provides assistance with training costs, leading to an industry-recognized credential enabling participants to secure high-wage, high-skill jobs.



"Michigan Works! granted me access to education without the added stress or distraction of financing it. That assistance was phenomenal, and everybody should take that kind of opportunity. I'm paying it forward by serving my community."

Hannah G.,
Northwest Michigan Works! customer and EMT

505

Participants Served

Over 400 trained in public safety, healthcare, skilled trades and transportation.

Talent Development

PARTNERSHIP. ACCOUNTABILITY. TRAINING. HOPE. (PATH)

PATH works to assist those receiving assistance through the Michigan Family Independence Program so that they may become self-sufficient. This robust work participation program identifies barriers and helps participants connect to resources to obtain employment. PATH Career Advisors provide individualized support to participants, referred to the program by the Department of Health and Human Services.



MEET BRITTANY

295
Participants Served

127
Placed in Unsubsidized Employment

"If it wasn't for the PATH program and the wonderful staff I would have been stuck in an unhealthy situation. Instead I am much closer to being independent and financially stable for myself and family."

Brittany S.,
PATH participant

TRADE ACT

The **Trade Act** provides help to workers who lose their jobs because of foreign trade. Reasons may include an increase in imports, shift in production, or acquisition of services from another country. Customers receive case management services to assist with job search and in overcoming any barriers to employment. Trade Act training benefits provide opportunity for participants to enter new fields and can even be coupled with a registered apprenticeship.

"What is great about this program is that I was able to work and get the education done on my own time. It being self-paced was perfect for my work schedule and personal life. One of the hardest struggles is juggling family, work and education but this program made it very seamless."

Crystal B.,
Trade Act participant and registered apprentice



Talent Development

WAGNER-PEYSER EMPLOYMENT SERVICES

Wagner-Peyser allows for job seekers to access free employment services at any one of the four American Job Centers that Northwest Michigan Works! administers. Customers may access Resource Rooms at each service center, as well as receive help with their job search, resume, training and career exploration, or assistance with filing for Unemployment Insurance benefits.

Wagner-Peyser prioritizes veterans through the Jobs for Veterans State Grant program. It ensures that veterans and eligible spouses and family caregivers receive priority for employment services, such as resume assistance, workforce preparation, training, job placement support and more at each of the four Northwest Michigan Works! service centers.

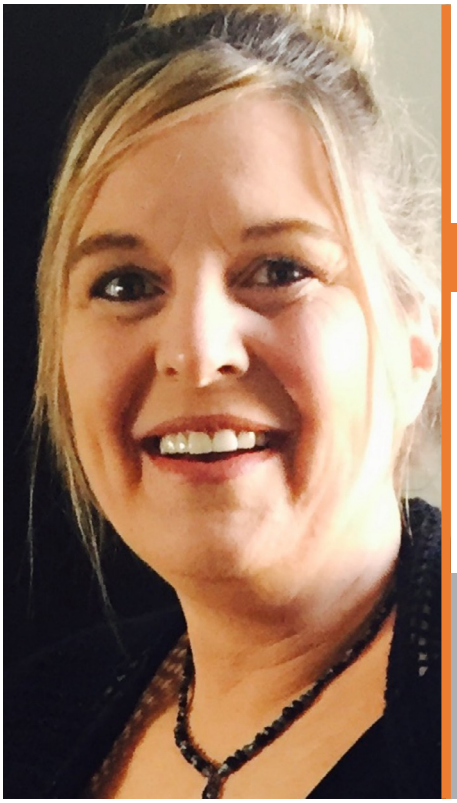
The **Reemployment Service Eligibility Assessment (RESEA)** program provides customized employment services to Unemployment Insurance (UI) claimants most likely to exhaust their benefits. Aimed at improving employment opportunities for UI claimants, the RESEA program serves as an important entry point to additional workforce system programs for many claimants, reducing the need for UI benefits.

6,500+

Wagner-Peyser Customers Served

Exceeded all performance metrics by an average of

20%



874 RESEA Customers Served

MEET CHAUNTEL

Chauntel had extensive experience in the medical field as well as corrections. She was contacted for interviews and offered jobs in both fields. However she shared a sincere interest in pursuing a career in criminal justice. She weighed the pros and cons and worked closely with Northwest Michigan Works! staff. After extensive testing, pre-employment screening process, job shadowing, multiple interviews and anticipation, Chauntel was offered a position at the Manistee County Sheriff's Department.

"I am thankful to the staff at Michigan Works! for standing by me, supporting and guiding me during a challenging time of unemployment."

Chauntel V.,
RESEA customer

The Migrant Seasonal Farm Worker (MSFW) program ensures that all employment services are available and provided to farmworkers on a non-discriminating basis. Workers receive Wagner-Peyser services including Register for Work to receive UIA benefits, employment and training referrals, career and support services.

527

MSFW Customers Served

Talent Development

Northwest Education Services Adult Education

Northwest Education Services Adult Education is provided through the Northwest Michigan Works! Learning Labs. Participants aged 18 years and older can learn for free at their own pace earning a high school diploma or equivalency certificate (GED), as well as work on their job readiness skills. The Education for Employment programming provides adult learners support as they transition to employment or post-secondary education after graduation. Learning Labs operate year round with an open registration schedule.

53
Graduates in 2023

77%
of Enrollments Were Between the Ages of 19- 44





Talent Development

OS Reentry

In partnership with the Michigan Department of Corrections the **OS Reentry Services** program focuses on supporting citizens returning home from incarceration. The program provides assistance with housing, workforce development and education services, mental and emotional stability, and support services for such basic needs as hygiene kits and clothing.

OS Reentry Services

RECORD HIGH!

215
Individuals Served

74% Job Placement Rate



MEET KELLI

After spending 10 years in prison Kelli S. was released with a mission to finish her schooling and "hit the road". With the help of OS Reentry Services, Kelli accomplished her goal of finishing her Commercial Driver's License (CDL) training and obtained employment as a truck driver.

"Nearly four months to the day of my release I have achieved my goal but with SO MUCH HELP! It was needed and most importantly it was there. I have nothing but gratitude for the entire OS team that helped me over the finish line."

Kelli S.,
OS Reentry Services participant

BUSINESS DEVELOPMENT



Networks Northwest is a leader in helping the business community thrive in today's economy. Our professional business teams can help with anything from hiring and training, to connecting with vital resources to make businesses in our area more attractive and competitive.

Business Resource Network

The **Business Resource Network (BRN)** provides retention services through a professional, on-location Success Coach offering unique resources to help employees reach success in their work and home lives; increasing productivity, reducing absenteeism and turnover costs while encouraging workforce development and growth.

168 ***Employees Served***

91% ***Retention Rate***

"Participating in the BRN has been a very positive experience for our company. Our team members have been connected with community resources to assist them in handling a variety of issues, including transportation, child care, healthcare, among others. The Northwest Michigan Works! Success Coach is someone our team members are comfortable talking to and has helped our team navigate complex situations that may have otherwise prevented them from working. We've enjoyed being a part of the program and look forward to continued participation!"

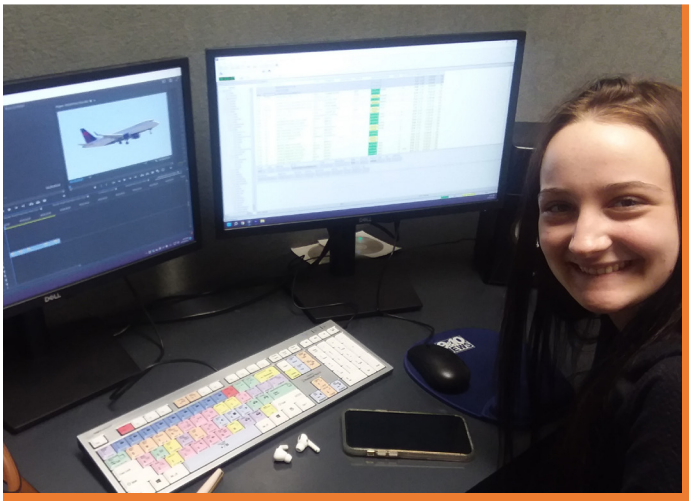
Kristen S.,
Human Resources, Kilwins



Business Development

Apprenticeship Services

Registered apprenticeships are developed through a partnership with the U.S. Department of Labor and are a proven training method for employers to build a talent pipeline of highly skilled, educated employees. Registered apprenticeships are offered in over 1,300 occupations, and can be designed for any size or type of business. This past year, participants completed apprenticeships in construction trades, health care, administration, media production and more.



MEET CARLIE

"The Digital Video Editor registered Apprenticeship through Northwest Michigan Works! was highly beneficial for me. It helped me obtain a full-time career fresh out of high school. During the apprenticeship, I was able to get a lot of hands-on experience that prepared me for a career. I am truly grateful for this opportunity."

Carlie B.,
Northwest Michigan Works! apprentice

170
Current Active Apprentices

59
Current Active Employers

27
apprenticeship graduates in a wide range of industries, from construction trades and healthcare to administrative and media productions.

Business Development

Going PRO Talent Fund

The Going PRO Talent Fund grants awards to employers for training, developing and retaining current and newly hired employees. It funds short-term training in order to fill a demonstrated need and must lead to a credential for a skill that is transferable and recognized by industry.

Going PRO IN MICHIGAN TALENT FUND

72
Employers Granted GPTF Awards

$2.6M
Total Funds Awarded To Area Employers

371
New Employees

1,167
Current Employees

167
Apprentices



"As a non-profit with limited funds we are thankful for the opportunity to offer our team professional level education and development. Cross-training and continuing education allows each person to fill their varied roles with confidence and puts our affiliate on a path for success with lower risks. Thank you to Northwest Michigan Works! for all their support and guidance this past year. The Going PRO Talent Fund has been a very positive experience."

Angela C.,
Director of Operations, Habitat for Humanity

Business Development

Global Trade Alliance

The **Global Trade Alliance** of Northern Michigan is a business resource for international trade. The program connects businesses to service providers and peers to assist in launching and enhancing global trade operations. It is the one-stop resource for trade strategy development, access to resources and information, and peer networking in northern Michigan. Partnering with business, local economic development organizations, educational institutions, and others the Global Trade Alliance serves as a single point of access for market research, entry strategies, sales and distribution channels for regional promotional activities including trade missions, business networking, mentoring and education.

GLOBAL TRADE ALLIANCE of Northern Michigan

47 *Businesses Served*

$296,275 *in State Trade Export Program Grants*

$27 *Million in Export Sales*

GTA Clients

Michigan Scientific Corporation

AAR Mobility Systems

BESSER Trusted Since 1904

B·MAY

Business Development

Industry 4.0 TECHNOLOGY IMPLEMENTATION

Industry 4.0 (i4.0) grants allow manufacturing employers to be reimbursed 50% up to $25,000 to purchase and implement i4.0 technologies within their organizations. Grants in the region have been used to acquire 3D printers, robotics and cyber security software. In addition to administering the program, the Northwest Michigan Works! Business Services Team works alongside employers who are seeking to apply by discerning needs and grant requirements.

25 *Grants Submitted*

13 *Businesses Awarded Funds*

54 *New Jobs Created*

64 *Retained Employees*

Nearly **$17** *Million Revenue for Employers*

"World Magnetics Company, LLC has found the i4.0 grant award to be very beneficial to our future success. The funds awarded allowed us to purchase a state-of-the-art 3D printer which we have used to develop both production tooling as well as prototype products to meet our customers' needs. This has enabled us to upskill and retain talent while continuing to contribute to the region's economy."

Paul Martin,
World Magnetics



Business Development

APEX Accelerator

The **Northwest Michigan APEX Accelerator** program offers no-cost consulting and training to businesses in northwest Lower Michigan and the Upper Peninsula who wish to sell their products and services to government agencies. It is the mission of the program to support and stimulate economic development in the region by assisting businesses with finding, pursuing, obtaining, and performing contracts with local, state and federal branches of government. Staff spend hundreds of hours conducting research and providing one-on-one business counseling to area employers, large and small, in a wide variety of industries. Additionally, APEX Accelerator sponsored and/or participated in 30 trainings covering a wide variety of subjects such as Selling to the Federal Government, Cybersecurity Requirements for Government Contracting and many more.

NORTHWEST MICHIGAN APEX ACCELERATOR

164 *Businesses Served*

3,000+ *Awards to Businesses*

$161 *Million Awarded*

Graceland Fruit®
EXCEPTIONAL INGREDIENTS

"Our partnership with APEX has been extremely valuable to us over the years. We appreciate their guidance and support, and we are excited to continue working together towards even greater success in the future."

Kerry Babion,
Customer Sales & Services Manager
Graceland Fruit

COMMUNITY DEVELOPMENT

Networks Northwest
Talent / Business / Community



Community Development oversees State and Federal programs that support communities throughout our 10-county region. We convene local governments for sharing best practices and to coordinate planning efforts. We provide technical assistance and education related to all aspects of planning — economic development, land use, transportation, watersheds, energy, environment, and housing. In this supportive role, we facilitate collaboration and empower local decision-making.

Planning Programs and Services

Local Projects

- Almira Township Master Plan Update
- Dickson Township Master Plan
- Manistee County Master Plan
- Mayfield Township Master Plan
- Re-Imagine M-66
- Bingham Township Comprehensive Plan
- Melrose Township Parks and Recreation Plan
- Fife Lake DDA TIF Plan Update
- Village of Thompsonville Parks and Recreation Plan
- Village of Kaleva & Maple Grove Township Joint Master Plan
- Bear Lake Township Master Plan
- Village of Central Lake Master Plan and 5-Year Recreation Plan
- Manistee Recreation Association Strategic Plan
- Benzie County Recreation Director Feasibility Study

Regional Projects

- Childcare Regional Plan
- Outdoor Recreation Report
- Asset Management
- MDOT Byways Program
- MDOT Rural Task Force
- Hazard Mitigation plans:
  Kalkaska Co., Missaukee Co.,
  Manistee Co., Benzie Co.,
  Wexford Co.,
  Little River Band of Ottawa Indians,
  Grand Traverse Band of Ottawa and Chippewa Indians
- Support for Housing Needs Assessment (with Housing North)
- North Region Active Transportation Plan with
  NEMCOG and MDOT

Community Development





Community Development

Traverse Transportation Coordinating Initiative Metropolitan Planning Organization

Networks Northwest serves as the host agency for the **Traverse Transportation Coordinating Initiative (TTCI)**, a formally designated Metropolitan Planning Organization (MPO). The MPO was officially established in 2023 to lead coordinated transportation planning in the Greater Traverse Area. The entity launched its planning process, which will align existing plans from multiple local units of government, looking at land uses and densities as well as data for vehicles, mass transit, and pedestrian uses. Together, the partners will strategize improvements and coordinate projects with shared direction. This ongoing partnership will position the area to obtain more funding from state and federal sources, and will facilitate communication across transportation stakeholders.

TTCI
Traverse Transportation Coordinating Initiative

30 *local agencies and units of government are involved in the coordinated planning process*

$280,000 *in initial state-level funding opens the door to $1M+ in federal funding*



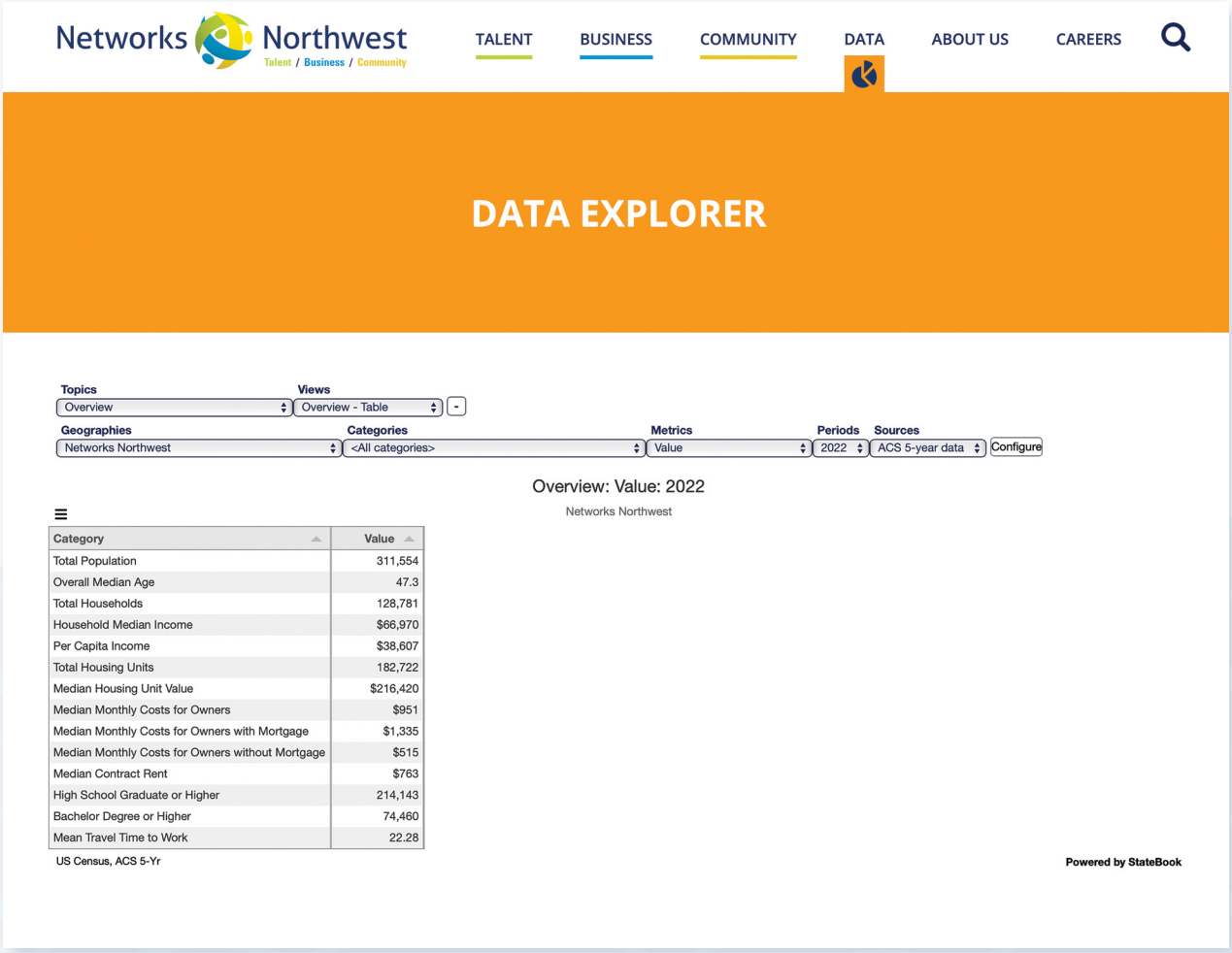
"TTCI provides a benefit to our region through the coordination and inclusion of transportation agencies and local units of government in the planning processes which will select and support projects to be implemented in the Greater Traverse Area."

Dan Watkins,
Manager
Grand Traverse County Road Commission

Community Development

Data Explorer

Since the mid-1980s, Networks Northwest has served as a repository for community data, making census and other public data available for local use. Our most recent effort allows anyone to access information at the regional, county, and township/city level through our Data Explorer website. Data categories include Total Population, Household Median Income, Median Housing Unit Value, educational attainment, and more.



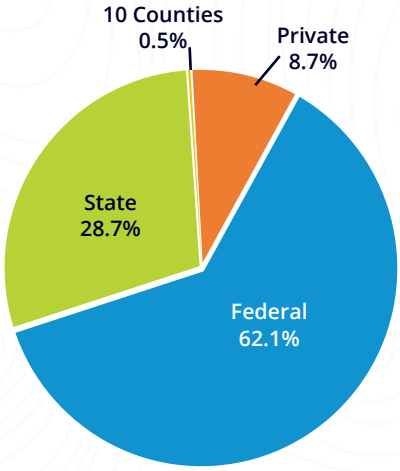
nwm.org/DataExplorer

FINANCIAL SUMMARY 2023

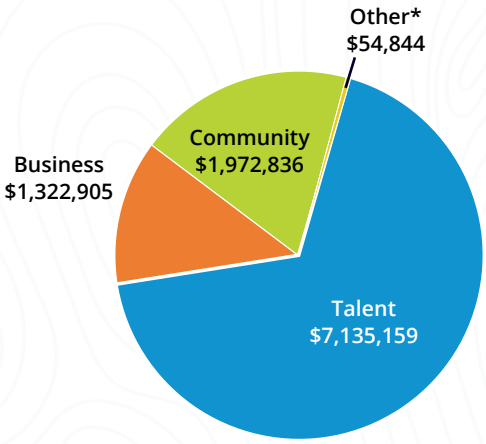
Both of our legal entities, Networks Northwest and Northwest Michigan Works! Inc., received FY23 audits that contained no significant deficiencies of any kind.

- Fiscal Year 2023, Ending 9/30/2023
- Total: $10,485,744

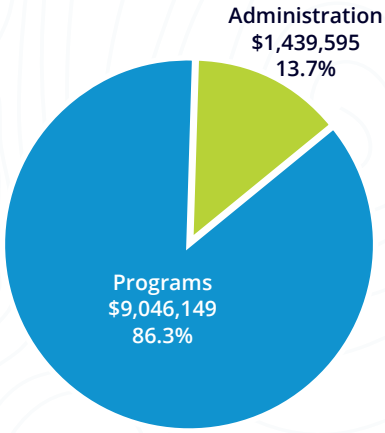
Revenue by Source



Budget by Category



Expenditures by Function



Reserve Fund; Leave Fund: Pass-through funds













Networks Northwest

Talent / Business / Community

networksnorthwest.org

231.929.5000

Digital Opportunities Compass Pilot Program Recommendations

BENZIE COUNTY



merit

MERIT.EDU

Purpose of this Report

Benzie County was chosen to participate in a pilot project focused on creating strategies for digital opportunities. The project was conducted by Merit Network's Technology Impact Research team and was funded in part by Merit Network. This report details the primary short-term and long-term objectives that arose from this project. It offers insights into the decision-making and collaborative processes involved. All solutions presented in this document were developed by community volunteers. Achieving comprehensive connectivity, access to devices, and digital literacy requires sustained efforts. This report describes the envisioned "ideal" state and suggests next steps. While it is not a complete digital equity strategy, it lays the groundwork and establishes a basis for future development.

Acknowledgements

*The strategies, goals, measurements, and recommendations included in this report were developed entirely by community volunteers through a collaborative process with the Benzie County Broadband Task Force, Grow Benzie, and Benzie County. **Individual household speed test results can vary depending upon time of day and network traffic. All figures and calculations in this report reflect the highest measured speed from a household.*

Participants in this collaborative included:

Dan Barcheski, Benzie County Economic Development Committee Member

Michelle Barefoot, Benzie Chamber of Commerce

Jackie Borozan, Grow Benzie

Tom Centlivre, Benzie County Resident

Douglas Durand, Benzie Senior Resources

Tim Jahn, Advent Lutheran Church

Jen Kruch, Benzie County Resident

Merit Network

Stacy Pasche, Benzie Shores District Library

Remi Rice, MSU Extension

Cindy Shapiro, Benzie Area Pride Network

Amy Schindler, Frankfort-Elberta Area Schools, Garden Theater

Chelsea Szafranski, Munson Healthcare

Mitchell Shapiro, Consultant - Benzie County

Kyle Taylor, Benzie County Central Schools

Glen Tracy, Habitat for Humanity of Benzie County

Jon Willow, Community Broadband Action Network

Katelyn Zeits, Benzie County Administrator

Executive Summary

The Benzie County Broadband Task Force convened over a period of seven months with the primary objective of formulating strategies to harness digital opportunities within the community. This report encapsulates recommendations collaboratively developed by task force members, reflecting a shared commitment to realizing digital equity.

Digital equity, as defined by the task force, denotes the principle that all individuals should have equitable access to and proficiency in utilizing digital tools, including high-speed internet, digital devices, and literacy programs. By fostering digital equity, the community aims to ensure universal participation in the digital realm, thereby fostering equality across various domains such as civic engagement, employment, education, and healthcare access.

The task force delineated long-term objectives encompassing connectivity and affordability, enhancing quality of life, and fostering digital skills and accessibility. Concurrently, short-term goals were established to capitalize on infrastructure funding opportunities, monitor broadband expansion, conduct comprehensive asset mapping and needs assessments, develop an opportunities dashboard, secure funding for digital navigator programs, forge a community coalition, leverage existing educational resources, and devise a strategy for sustained device accessibility.

Moving forward, the task force advocates for the continuation and expansion of its activities, emphasizing the importance of sustaining partnerships, exploring diverse funding opportunities, and pursuing additional avenues for progress. Noteworthy funding sources under consideration include federal allocations, public grant programs, private and nonprofit contributions, and prospective funding streams.

The recommendations set forth in this report serve as a blueprint for advancing digital equity and fostering a more inclusive, digitally empowered community in Benzie County. Through concerted efforts and strategic collaboration, the task force endeavors to propel the region towards a future where digital opportunities are accessible to all.

View the Working Paper

About the Digital Opportunities Compass

The "digital inclusion triangle" of broadband connectivity, device access, and basic digital literacy represents an important foundation for digital equity. However, 25 years of research related to how broadband and device access, affordability, and digital skills relate to broader social and development outcomes has demonstrated that digital equity is achieved more sustainably when approached holistically. The "Digital Opportunities Compass" framework is intended to assist stakeholders with the development and long-term assessment of programs and strategies to positively impact the digital divide and digital equity within communities and also provides a mechanism for community engagement and inter-institutional collaboration (Rhinesmith et al., 2023).

The Compass was developed by academic researchers and practitioners from the Quello Center at Michigan State University, Merit Network, the National Digital Inclusion Alliance, and the Digital Equity Research Center. Additional contributors and peer reviewers include researchers from 10 additional research universities and think tanks (Rhinesmith et al., 2023).



The Compass can be used to facilitate multi-stakeholder digital equity planning. It identifies six broad areas that impact digital equity and its association with community and/or neighborhood level outcomes: Contexts, Governance, Connectivity, Skills, Applications, and Outcomes. These components are closely tied to what research has shown about the factors that affect digital inequalities and, consequently, broader outcomes. These factors are also important starting points to impact digital inequality sustainably.

Merit Network created a structured decision-making approach, guided by the Compass, to help communities and volunteers build research-driven digital opportunity strategies and evaluate these programs over the long term in ways that reflected local context, needs, and realistic capacity. This approach facilitates the development of robust digital ecosystems and lays a solid foundation for crafting effective digital grant proposals.

History

In 2021, Benzie County placed emphasis on its digital future by dedicating funds for the expansion of broadband, informed by a resident survey. This survey revealed specific needs, leading to the recruitment of Mitch Shapiro, a broadband industry specialist, as a consultant later that year. Shapiro's insights into the necessity for local engagement prompted the formation of crucial partnerships with entities like Grow Benzie, Merit Network, and the Central Broadband Action Network (CBAN).

The following year, Benzie County collaborated with Michigan Moonshot at Merit Network to carry out another survey to evaluate the county's broadband accessibility and usage. The results showed that 57% of households reported completely lacking access.

Among those without internet, 57% mentioned the absence of available services at their locations, while 34% cited high service costs as the barrier. Furthermore, 77% of these households expressed willingness to pay between $25 and $101+ for internet service, indicating a significant demand if it were accessible.

In 2023, Benzie County was among the initial pilot communities to engage in the Digital Opportunities Compass program, developing a strategy to enhance digital equity locally.

Grow Benzie was crucial in forming a community task force to assist with both the Compass process and the BEAD challenge process. The task force, lead by Mitch Shapiro, utilized local resources effectively, including a coding volunteer and GIS support from Northwestern Michigan College, as well as collaboration with the CMU Rural Health Equity Institute.

Benzie County has since continued its collaborative efforts with local broadband providers, which led to a successful application for the open-access network ROBIN grant and a fruitful partnership with Cherry Capital Connection in Spring 2023.

Methodology

Although Benzie County has yet to secure widespread, affordable broadband for all its residents, enhancing digital opportunities alongside infrastructure development is essential. Promoting digital equity improves access to, and the skills needed for, opportunities that elevate quality of life, diminish inequalities, drive economic growth, and enhance societal participation. It is feasible to expand digital opportunities for those residents who lack internet connections. Moreover, residents who already have internet access can also gain from these efforts.

The initiative started by assembling a task force, composed of a diverse group of community stakeholders. This team collaborated to pinpoint and devise solutions tailored for different segments of the population, including small businesses, local government entities, educational institutions, nonprofits, senior centers, and faith-based organizations. It was essential to have a wide-ranging representation to ensure that as many community interests and voices were heard as possible. Task force participants were not required to have previous technological expertise. The primary objective was to explore the community's needs related to digital skills, access, equipment requirements, affordability issues, and necessary programs, all aimed at enhancing digital opportunities for both residents and businesses.

The Benzie County Broadband Task Force met both virtually and in-person over the course of seven months. Each meeting focused on a discussion centered around indicator areas of the Compass; connectivity, skills, applications, governance, contexts, and broader outcomes. Smaller working groups met periodically between task force meetings and surveys were often deployed to the group as a decision-making mechanism.



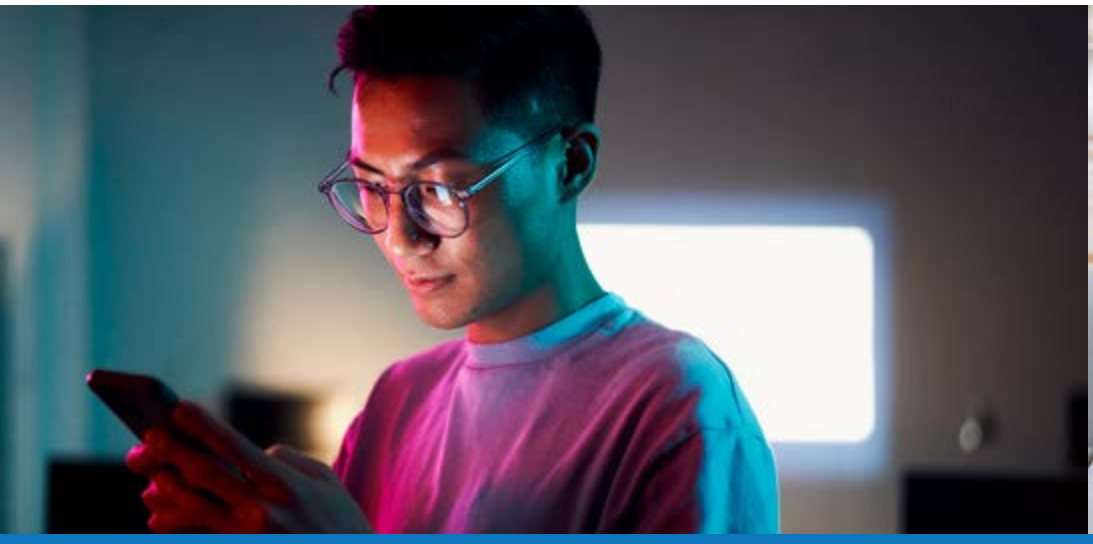
A Shared Definition of Digital Equity

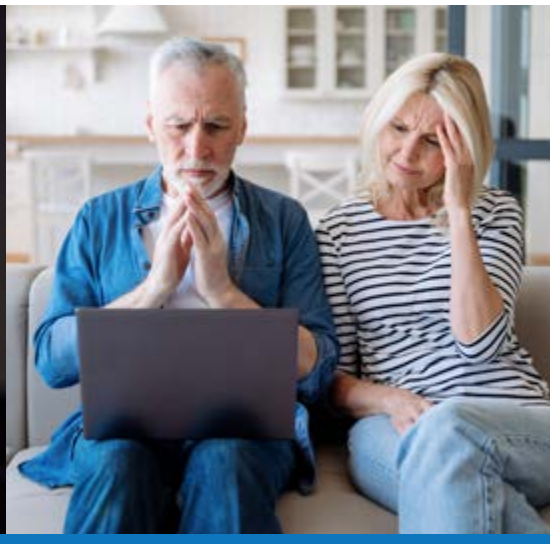
Together, the task force developed a shared definition of digital equity for the County:

Digital equity ensures that everyone has the same opportunities to access and use digital tools like high-speed internet, digital devices, and literacy programs. This allows full participation in the digital facets of society, helping to turn technology into a bridge that enhances equality across civic involvement, employment, education, and healthcare access, rather than a barrier.

Envisioning a Digitally Equitable Benzie County

Achieving ubiquitous connectivity and digital equity at a county level requires a long-term commitment. It is essential to establish a clear vision for the community's ideal future, even if the complete path to realization isn't yet clear. Studies have shown that having clear goals and a plan makes it easier to seize opportunities as they arise. Consequently, the task force outlined long-term goals and identified initial steps toward reaching them. This plan doesn't cover every necessary action, but rather identifies a vision and the initial efforts that will pave the way for subsequent steps. This plan also recognizes that needs and solutions may differ across various segments of the population, and accounts for such.





Long-Term Goals



Connectivity & Affordability

Broadband is core to living in Benzie County and should be considered a basic need. 100% accessibility will enhance economic well-being, support small businesses, and contribute to health and wellness, thus fortifying the overall prosperity and well-being of our community



Quality of Life

The ultimate objective is to create an inclusive environment that empowers organizations and individuals of all ages, fostering full participation in educational, social, and civic opportunities facilitated by technology.



Digital Skills and Accessibility

Benzie County will enhance digital skills across all sectors of residents who desire to participate, reflective of the evolving needs and applications.

Short-Term Actions/Goals

While this list of short-term goals is not exhaustive, the Task Force outlined potential next steps in achieving the long-term objectives.

Connectivity & Affordability

It is the goal to reach ubiquitous high-speed connectivity in Benzie County when construction is complete for projects funded through federal and state programs. These programs include the Realizing Opportunity with Broadband Infrastructure Networks (ROBIN) Grant Program and the Rural Digital Opportunity Fund (RDOF), which have already allocated funds to support network expansion in Benzie County. An even larger grant program, Broadband Equity, Access, and Deployment (BEAD) is currently in the early stages of deciding where to allocate its grant support. As the BEAD grant process unfolds and construction supported by all of these programs is completed, the County will track progress toward 100% coverage, and continue to evolve its strategies for achieving that goal.

State and federal funding is critical to building broadband infrastructure in low-density rural areas, as is developing collaborative relationships with ISPs to attract and make good use of this funding. A model for such collaboration was developed during the ROBIN grant process when the County supported the grant application of Cherry Capital Connection (CCC), a regional ISP. This led to a successful ROBIN grant application that will bring an innovative open-access fiber network to portions of the County and create a model for further collaborative efforts going forward. This CCC network will bring a fiber connection able to deliver symmetrical gigabit speeds to approximately 1,430 currently unserved or underserved locations in the County, while also providing a competitive option for more than 3,600 other locations that currently only have one network option able to deliver 100/20 Mbps speeds.

Short-Term Actions/Goals

Connectivity & Affordability

Future government financial support for broadband infrastructure construction is likely to be limited once the BEAD program is completed. However, the Task Force and the County should remain engaged with ISPs, community partners, and state and national agencies to remain current on potential future funding opportunities and other unique opportunities as they arise. Some next steps are suggested below.

1. Take Advantage of Infrastructure Funding Opportunities

In December 2023 the Task Force identified the BEAD program as a priority for funding network expansion in Benzie County. Reflecting this priority, it created a subcommittee led by consultant Mitch Shapiro and Grow Benzie's Jackie Borozan to focus intensively on participating in the BEAD challenge process to the benefit of County residents. The challenge process will determine what locations are eligible for BEAD construction grants and will conclude in late July.

The subcommittee should continue to coordinate efforts related to the BEAD program, including remaining engaged with the Michigan High-Speed Internet Office (MIHI) and ISPs active in Benzie County, and keeping the County and the Task Force informed of significant developments related to BEAD and other programs supporting network construction in the County.

2. Continue to Monitor Broadband Expansion

To ensure successful internet infrastructure deployment, the County should establish and maintain a process for continual monitoring of ISP network construction in relation to RDOF, ROBIN, and BEAD funding timelines and the objective of reaching 100% broadband coverage.

This requires fostering community involvement and cultivating strong connections with local ISPs, as well as a broader network of service providers, experts, and equipment vendors. The goals of these activities are twofold: 1) to enhance broadband coverage and affordability within the County; and 2) to maintain the ability to respond promptly and efficiently to fluctuations in the funding, regulatory, and market landscape, which is notably dynamic and complex. Additionally, the County should develop and sustain GIS capabilities to track progress and identify obstacles in achieving universal broadband availability. For example, a continually updated digital map that identifies the status of ongoing funding awards and ISP build outs would support this goal. This effort should both complement and utilize state and federal data platforms, while also offering enhanced, locally tailored capacities that bolster effective local monitoring and planning.

Short-Term Actions/Goals

Quality of Life, Digital Skills, and Accessibility

1. Conduct a digital equity asset map and needs assessment

A digital equity asset map is a strategic tool used in planning and community development that catalogs the resources currently available within a community. This map assists other organizations involved in promoting digital equity and supports community members by highlighting the providers of digital equity solutions. It also helps pinpoint gaps where additional resources are needed. The map encompasses:

- Digital equity organizations, including nonprofit device refurbishers, digital inclusion coalitions, and community technology centers.
- Organizations that conduct digital inclusion programs, such as public libraries, senior centers, and community centers.
- Entities serving specific populations, like public housing authorities, programs for returning citizens, telehealth support, and university agricultural extension services.
- Additional community assets, including anchor institutions, internet service providers (ISPs), common gathering spaces, and policymakers.
- Conversations with organizations involved in digital equity programs should also encompass questions about capacity versus demand for existing services.

Task force representatives have pinpointed certain needs in Benzie County, but a detailed assessment could reveal more about the infrastructure, devices, training, and cybersecurity requirements across all community segments. This deeper analysis could be achieved by conducting surveys and engaging in direct conversations with residents (refer to the “Create a Community Coalition for Digital Support” section). The National Digital Inclusion Alliance has created sample questionnaires that could serve as a foundation (NDIA, 2023). The findings from this assessment should inform a detailed plan outlining the specifics of training programs, including the target audience, training requirements, and locations.

Short-Term Actions/Goals

Quality of Life, Digital Skills, and Accessibility

2. Develop a Benzie County Digital Opportunities Dashboard/Portal

Using the data gathered from the digital equity asset map, a digital opportunities dashboard website would serve as a central repository for county civic and government resources, school information, a calendar of digital equity opportunities and training, information on digital literacy programs, and ongoing educational opportunities. This would centralize existing resources and promote continued or new collaboration with participating agencies.

A collaborative outreach strategy could be initiated by the County, local libraries, Grow Benzie, and other stakeholders to map out available resources and establish a framework for continuously updating this information. Residents would benefit from learning about the opportunities highlighted in these resources either directly through the involved organizations (especially if they are unconnected or lack the digital skills to find the information) or via a community-wide awareness campaign to promote these resources.



Short-Term Actions/Goals

Quality of Life, Digital Skills, and Accessibility

3. Identify Funding to Support a Digital Navigator(s) in Benzie

According to the National Digital Inclusion Alliance (NDIA, n.d.), Digital Navigators are trusted guides who assist community members in internet adoption and the use of computing devices. Digital navigation services include ongoing assistance with affordable internet access, device acquisition, technical skills, and application support. Typically located at reputable community organizations, digital navigators are well-versed in local resources connected to digital equity. They assist residents in utilizing essential online services, suggest helpful resources, and follow up with clients periodically to help them achieve their objectives.

The Digital Navigators Model of the National Digital Inclusion Alliance, reveals that the most significant quality of Digital Navigators is that they are members of the communities they serve (NDIA, n.d.). By establishing a degree of familiarity and trust with the community members, the Digital Navigators are then able to optimize community engagement and education, identifying and achieving sustainable digital learning goals. Other important qualities such as speaking in a language that is understood, being patient and flexible by catering to specific community members' needs, being technically competent, and having empathy are necessary for being effective Digital Navigators as well. Digital Navigator programs are the most effective when they are co-designed with community members and incorporated into existing community sectors (healthcare, K-12 and adult education, employment assistance, etc.) (World Education, 2023).

Lack of digital skills and literacy keeps marginalized communities (especially rural) from having adequate access to education, work, healthcare, and other necessities of life. In 2022 the National Digital Inclusion Alliance received a multiyear $10 million dollar grant from Google.org (the philanthropic branch of Google) to create the National Digital Navigator Corps (NDIA, n.d.). This framework will help support marginalized communities' digital skills education through hands-on training and community outreach by connecting communities to the internet, using devices, and accessing online resources. Research done in digital skills training highlights that hands-on learning is an effective way to optimize the advantages of these opportunities for community members for various reasons (Pendell et al., 2013; Lee et al., 2023; Wedlake et al., 2021). Many community members cite the aspect of trust and empathy they share with other community members within the learning environment. They also support the social aspect of learning from the Digital Navigators who are also a part of their community as well.

Short-Term Actions/Goals

Quality of Life, Digital Skills, and Accessibility

3. Identify Funding to Support a Digital Navigator(s) in Benzie (continued)

Another phenomenon observed from the hands-on learning supported by Digital Navigators is that the more digitally adept community members facilitated digital skills access and learning for other community members who required more effort and time during the hands-on learning process (Wedlake et al., 2021). Encompassing this support and coordination among community members, the hands-on based digital skills learning model suggests the potential for community members to serve as intermediaries to lessen the digital divide in the community. Overall, this may also help with community members' retention and motivation to learn digital skills, which ultimately creates a positive feedback learning cycle (Wedlake et al., 2021). Effectively, hands-on learning supported by the Digital Navigator increases self-efficacy in digital skills and literacy, and the ability to leverage online resources among community members.

The State of Michigan's Digital Equity Plan indicates plans to implement a Digital Navigator Network. State Digital Navigators will collaborate with community-based nonprofits and individuals working in digital inclusion. A navigator will be placed within each prosperity region in Michigan and in some select communities. It is not currently known where, or for how long, these navigators will be deployed.

The Task Force suggests collaborating with the Michigan High Speed Internet Office to compete for placing a Community or Regional Navigator in Benzie County. Additionally, it recommends pursuing funding and resources to employ more Digital Navigators within the county. One or two Navigators may not be enough to support the demand for these services, given Benzie County's population of greater than 18,000 residents. These navigators would be stationed at libraries and visit various community anchor locations. Organizations such as Americorps could also be investigated for Digital Navigator staffing needs. Some Benzie County organizations, such as Grow Benzie, have prior experience working with Americorps.

Short-Term Actions/Goals

Quality of Life, Digital Skills, and Accessibility

4. Create a Community Coalition for Digital Support

Everyone possesses unique talents and resources that should be acknowledged and harnessed. In the realm of community development, focusing on what individuals can offer, rather than their needs, is crucial. Needs are generally catered to by institutions, but a citizen-centered approach prioritizes using community assets. This initiative proposes enhancing community training through new educational programs. By utilizing the insights from the digital equity asset map and assessment, collaborative programming could be established with entities like the National Honor Society, local IT businesses, or by adapting existing high school courses into evening community classes. Initiatives like "Tech Tuesdays" or similar small programs at libraries and other nonprofits could exemplify such collaborative efforts.

A model akin to Detroit's Connect 313 could be explored (Connect 313, n.d.). Connect 313 is a digital equity strategy led by citizens in Detroit. Volunteer ambassadors, managed centrally, are tasked with fostering digital equity through initiatives and training within small community sectors. These volunteers, who are stationed in areas near their homes or workplaces, offer a wide array of digital equity advocacy, education, and resource connections. When funds allow, these ambassadors receive a modest stipend for their efforts. This method promotes trust and relationship development, enhancing residents' comfort with digital technology and their willingness to seek assistance. This model also promotes community engagement and outreach for all digital equity efforts within the community.

Asset Based Community Development (ABCD) is a framework for the sustainable development of communities, by leveraging existing resources within the community, rather than relying on external entities (Mcknight and Kretzmann, 1996). The significance of Asset Based Community Development asserts as its core tenet, that communities can initiate and sustain the internal development process by recognizing and deploying existing community assets. This process effectively results in sustainable economic opportunities and community enablement. ABCD can be achieved, for example, buy building on the asset mapping recommendation earlier in this report.

Short-Term Actions/Goals

Quality of Life, Digital Skills, and Accessibility

5. Leverage Other Existing Educational Resources

Merit Network is the recipient of a USDA Broadband Technical Assistance Grant to support digital equity efforts in many communities throughout Michigan. One output of this grant is the curation and development of digital skills and digital literacy resources, cybersecurity initiatives, programs, and training materials. It is suggested that digital navigators, community ambassadors, and others working in digital equity in Benzie County leverage the assets.

As a part of the State of Michigan's Digital Equity Plan, it is the goal of the state to provide training to Michiganders and to support inclusive initiatives. When they become available, the training materials developed by the state can be leveraged to help fill the gaps we see in Benzie County.

6. Develop an Ongoing Strategy for Device Accessibility

The Task Force is tasked with investigating opportunities for device refurbishment and donation within the community. During the digital equity asset mapping, it would be beneficial to reach out to large businesses to foster partnerships that encourage these companies to donate their used devices. These devices could then be given to residents in need. Additionally, the Task Force should consider collaborating with national organizations like Human-I-T, among others, for this purpose.



Relationship to State of Michigan Digital Equity Plan

The Digital Equity Plan for the State of Michigan outlines various strategies and goals aimed at ensuring that all residents eventually have access to affordable, high-speed internet and necessary devices. The plan also seeks to enhance health outcomes, especially in rural regions, support and promote digital literacy programs, and enable citizens to safeguard themselves online, among other objectives. It is advised that the task force remain vigilant in keeping abreast of updates and new initiatives introduced in the State's plan to maximize the advantages for the residents of Benzie County.

Additional Next Steps

To ensure the task force remains effective and continues to build momentum, it is crucial to consistently recruit new members. Moreover, maintaining a robust partnership with Grow Benzie and the Community Broadband Action Network (CBAN) is essential for advancing digital equity in the community. With a digital equity plan established, the task force and/or the county should explore funding opportunities outlined in the "Funding and Sustainability" section, among other potential sources as they arise.

Additionally, the County might consider ongoing involvement with Merit's Broadband Equity and Advocacy community of practice, and participating in a consortial Digital Equity Act grant application that Merit may be coordinating with other members of this group.

Funding and Sustainability

Michigan Digital Equity Act Funds: Request for Proposals (RFP)

In its Digital Equity plan, the state of Michigan states "The main vehicle for closing the digital divide in Michigan will be through the implementation of a ***robust community Digital Navigator program***" (p. 60). " Also, "MIHI will continue to work with partners to scale programs that are successful in smaller areas to statewide efforts. ***Digital Navigators will be placed in organizations as determined by a competitive RFP process***...Potential host site partners include, but are not limited to: Michigan Works! Associations, Library Systems, Local Community Colleges, Colleges, Universities, Intermediate School Districts, Tribal Nations, Councils of Government, United Way organizations, Philanthropic entities, Healthcare Systems, Non-profit entities, Other partners, as needed" (p. 68).

There is not yet specific guidance on how to apply for the program run by MIHI. This program is tentatively expected to launch in Autumn 2024. Michigan is currently applying for funding this program, and the National Telecommunication and Information Administration (NTIA) has stated that state awards will be made on a rolling basis no later than August 28, 2024.

Communities interested in submitting a bid for a Digital Navigator can begin by closely reviewing Michigan's Digital Equity strategy. Strong RFP responses are typically rooted in the language and priorities of the funding agency. Recommended reading includes:

pp. 11-19: Digital Inclusion Strategies. Questions to consider:

- Does the organization's digital equity strategy align to any of these priorities?
- Is the organization well-suited to deliver this outcome to those in most need in the community? (Capacity, other funding sources, community support)
- What partnerships, if any, would be beneficial for this priority?

pp. 60 - 68: Digital Navigator Implementation plan. This guidance will inform the RFP opportunity MIHI will administer. Questions to consider:

- Does your organization already offer digital navigation services? If so, what differentiates its approach? What are the core competencies and qualifications of individuals suited to the role?
- Review the digital navigator key performance indicators (KPIs). Does the organization have existing success in accomplishing these?
- Would the organization be able to facilitate these services on a community or regional level?

NTIA will also be releasing a grant application for Competitive Digital Equity Act funding, anticipated in Autumn 2024. In contrast to state Capacity Funds, this funding is anticipated for large scale projects and will be open to applications across the nation.

Funding and Sustainability

Public Grant Funding

For continuing digital opportunity planning: The Economic Development Administration's Planning FY 2023 EDA Planning and Local Technical Assistance offers a local technical assistance program to strengthen the capacity of local, regional, or State organizations and institutions to undertake and promote effective economic development programs through projects such as feasibility studies, impact analyses, disaster resiliency plans, and project planning. Projects must align to one or more EDA priority investment areas, including Technology-Based Economic Development. This grant opportunity is open to county applicants. Previously, 30-50 awards have been made each year with an average award of $100,000. Cost sharing is required and varies based on local economic distress indicators. Applications are accepted on a rolling basis.

For local businesses to invest in digital skills: Going PRO Talent Fund grants are awarded to employers through the Michigan Works! network (MWAs). Participating employers play an integral role in defining their key training needs and working with their local MWAs and other partners to develop an appropriate training plan. Training must fill a demonstrated talent need experienced by the employer and lead to a transferable, industry-recognized credential. Round 2 applications accepted through May 10. Businesses interested in learning more or applying for funding should contact their local Michigan Works! Service Center.

For improving digital inclusion at local libraries: The State Library of Michigan has opened its 2024/2025 Improving Access to Information grants program. This Library Services and Technologies Act (LSTA) grant program is designed to provide libraries with the opportunity to expand services for learning and access to information and/or to develop library services that provide all users access to information. The intent is to fund one-year projects that increase access to library collections and information. In the latest round, four libraries received funding for digital inclusion projects. This funding is best used to augment existing projects, as the total award for 26 libraries was $356,541 in the funding round. Applications are due Wednesday, May 31st by 5:00 PM EST.

Private/Non-Profit Funding and Contributions

4-H Tech Changemakers Program: Some 4-H programs, with close community participation and support, offer a program for teen volunteers to provide digital skills to underserved members of the community.

The Bell Foundation: This foundation offers grants (typically ~$10,000), including for projects focused on digital inclusion for underserved groups. Applicants are often 501(c)(3) nonprofit organizations with a clear proof of concept and project plan. Applications are ongoing, with review periods for different project types. The application for Health and Wellbeing & Technology grants opens April 1-30. The application for Economic and Social Mobility & Sustainability grants opens October 1-31.

Funding and Sustainability

Future Opportunities and Ongoing Monitoring for Funding

Some funding opportunities that may be best suited for longer-term planning include: For future distance learning and telehealth projects: USDA's Rural Utilities Service - Distance Learning and Telemedicine grant provides grants to encourage and improve telemedicine and distance learning services in rural areas through the use of telecommunications, computer networks, and related advanced technologies to be used by students, teachers, medical professionals, and rural residents. Grants are for projects where the benefit is primarily delivered to end users that are not at the same location as the source of the education or healthcare service. Typically offered annually, awards range from $50,000 - $1,000,000. The latest application window closes April 29th, but it's recommended to begin preparing for the next round as early as possible due to the short application window. Some key activities to begin planning are scoping partnerships and project plans.

For future partnerships with higher education: The Department of Labor has released Building Pathways to Infrastructure Jobs Grant Program Round 2. The purpose of this grant program is to build community colleges' capacity to meet the skill development needs of employers and equitably support students in obtaining good jobs in in-demand industries. Applicants may apply for up to $5,750,000 for initial consortia grants and $1,750,000 for initial single institution grants. The minimum for both types of applicants is $1,500,000. Though eligible applicants for this grant must be higher education institutions, there is a significant focus on collaboration with local organizations and employers. As the task force continues to build its capacity and partnerships, it may consider workforce development funding through partnerships with higher education similar to this opportunity.

For future economic development planning: USDA Strategic Economic and Community Development grants support projects that promote and implement strategic community investment plans. Eligible applicants must already be part of a rural development program, and must present a plan that is multi-jurisdictional and multi-sectoral. May be best suited for incorporating broadband into other regional public infrastructure projects.

Funding and Sustainability

Future Opportunities and Ongoing Monitoring for Funding

For future rural infrastructure planning and deployment: USDA has historically offered several grant programs to increase connectivity in rural areas. *Future rounds of these programs are awaiting funding*, typically through the Farm Bill. These include:

Community Connect: Provides financial assistance to eligible applicants that will provide broadband service in rural, economically-challenged communities where service does not exist.

ReConnect Loan & Grant Program: Offers loans, grants, and loan-grant combinations to facilitate broadband deployment in areas of rural America that currently do not have sufficient access to broadband.

Broadband Technical Assistance: Provides financial assistance through cooperative agreements to eligible entities to receive or deliver broadband technical assistance and training and supports the development and expansion of broadband cooperatives.

It's recommended that the task force routinely monitors for funding opportunities. **This guide from Michigan State University contains some excellent guidance on researching and preparing for grants**, though some resources require an MSU login. Some additional suggested resources for monitoring include:

Follow updates from specific federal agencies:

- National Telecommunications and Information Administration (NTIA)
- Institute of Museum and Library Services (IMLS)
- US Department of Agriculture (USDA)
- US Economic Development Administration (EDA)
- Department of Education (DOE) - consider Title grants for serving specific populations

Follow updates from state agencies and task forces:

- MI Labor and Economic Opportunity (LEO)
- MI High Speed Internet Office (MIHI)
- MI State Library
- Michigan Economic Development Corporation (MEDC)
- Policy and Planning, Strategic Engagement, and Alignment section of the Michigan Department of Health and Human Services

Subscribe to newsletters and forums to learn how other communities are funding and executing projects:

- **Rural Community Toolbox**
- **National Skills Coalition**
- **National Digital Inclusion Alliance**
- **National Association of Counties**

Other Areas for Future Consideration

Digital Civic Participation

The Task Force highlighted the significance of expanding digital civic participation. This encompasses enhancing e-government services such as online tax payments, access to public records, and facilitating online voting and surveys to widen democratic engagement. It also includes platforms that enable citizens to contribute feedback on community planning, local government initiatives, and public policies, thereby directly involving them in decision-making processes. Furthermore, social media and digital technologies are recognized as valuable tools for organizing and disseminating information, such as emergency alerts, public health updates, and community event notifications.

Currently, many townships in Benzie County lack a website, online services, or a significant online presence. Enhancing digital civic engagement could lead to more robust democratic communities where residents have greater interactions and closer connections with their government. Additionally, these digital channels could appeal to those considering relocating to the area. However, local capacity and interest present obstacles to improving online visibility in these townships. The Task Force or the County might consider exploring collaborative opportunities among the Task Force, the County, and the municipalities to devise a collective solution.

Efficacy Measurements and Continual Development of Comprehensive Strategy

Systems should be implemented to track progress toward goals and the effectiveness of programs that are implemented. When possible, program goals should link to both the long-term strategies set forth in this document and to other broader outcomes in the community. One of the goals of successful digital transformation is to change important community sociodemographic characteristics, such as income and education levels over time. The multifaceted nature of the broadband ecosystem raises challenges for measuring the impacts of efforts over time on community outcomes, however it is critical to consider them. Examples of broader outcomes that tie to broadband and digital equity efforts could include measurements of economic development (jobs, income, startups, and growth), social development (quality of life, safety, mental health), physical environment (water quality, housing, transit), and civic participation.

These recommendations are designed to guide the initial phases of Benzie County's digital equity initiatives. The Task Force, the County, and other stakeholders should collaborate to create a detailed, long-term digital equity strategy. This should occur after initiating asset mapping, developing programs, exploring funding options, and beginning the implementation of the State of Michigan's Digital Equity Plan. Comprehensive information gathered from these activities will be crucial for forming a sustainable long-term strategy.

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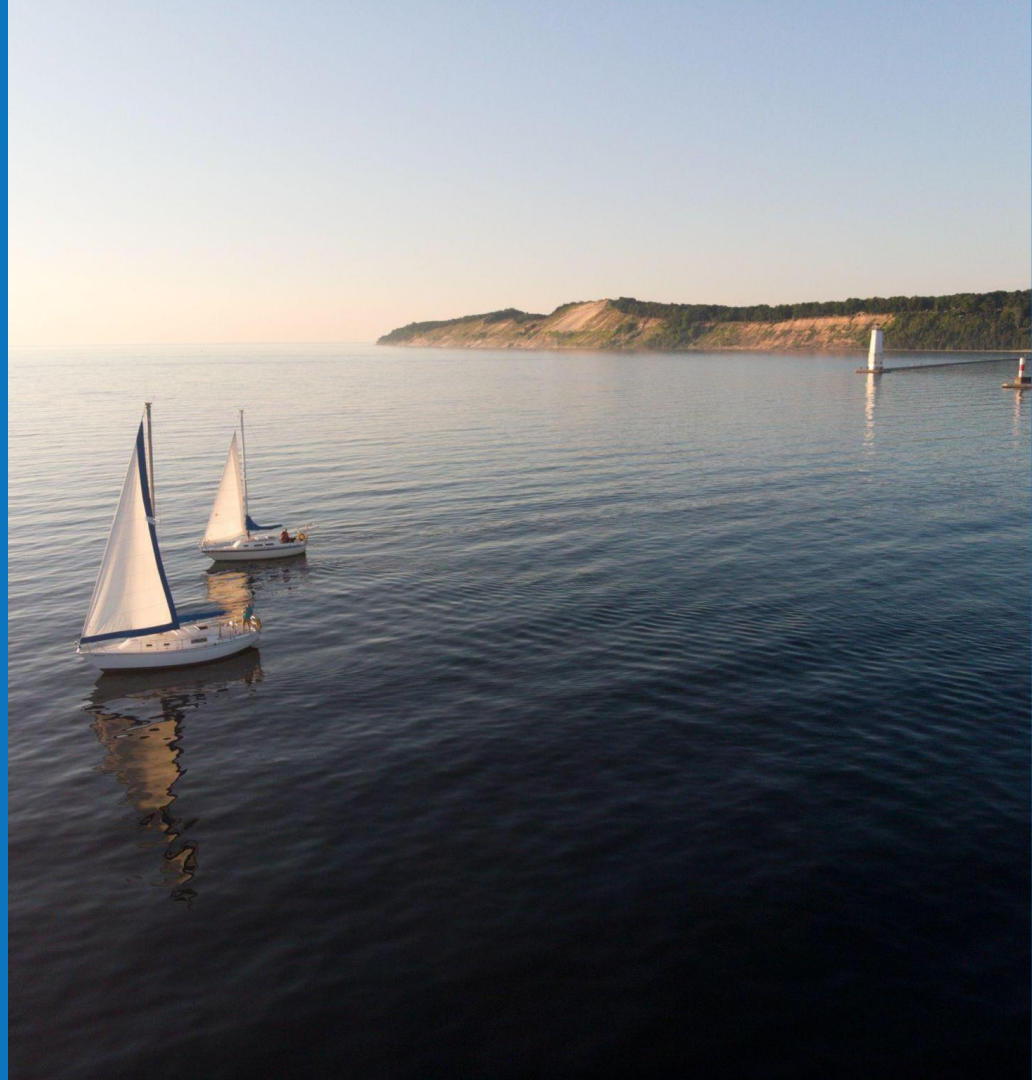
TO LEARN MORE, VISIT:
MERIT.EDU

merit

Digital Opportunities Compass Pilot Program Recommendations:

Benzie County, Michigan

Based on the May, 2024 report developed by the Benzie County Broadband Task Force



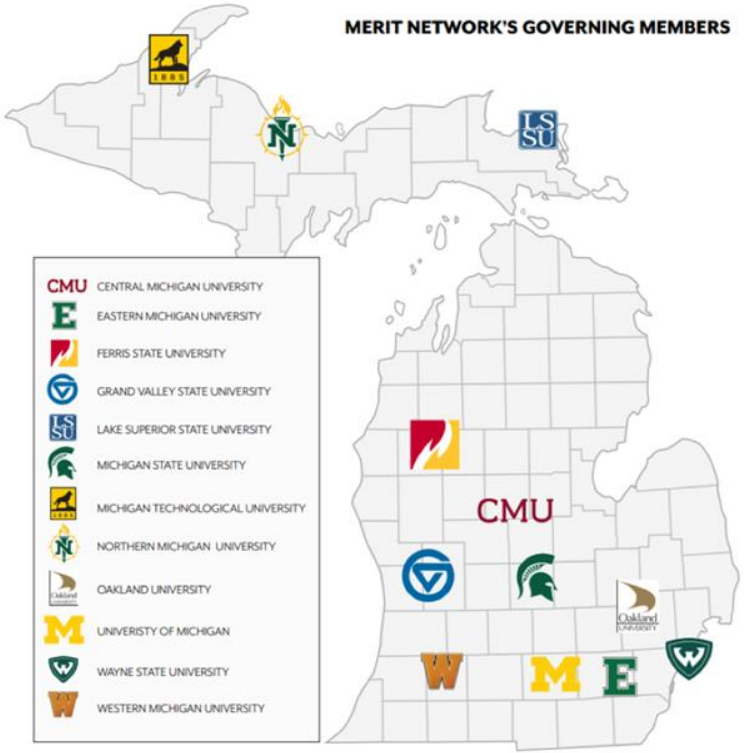
Agenda

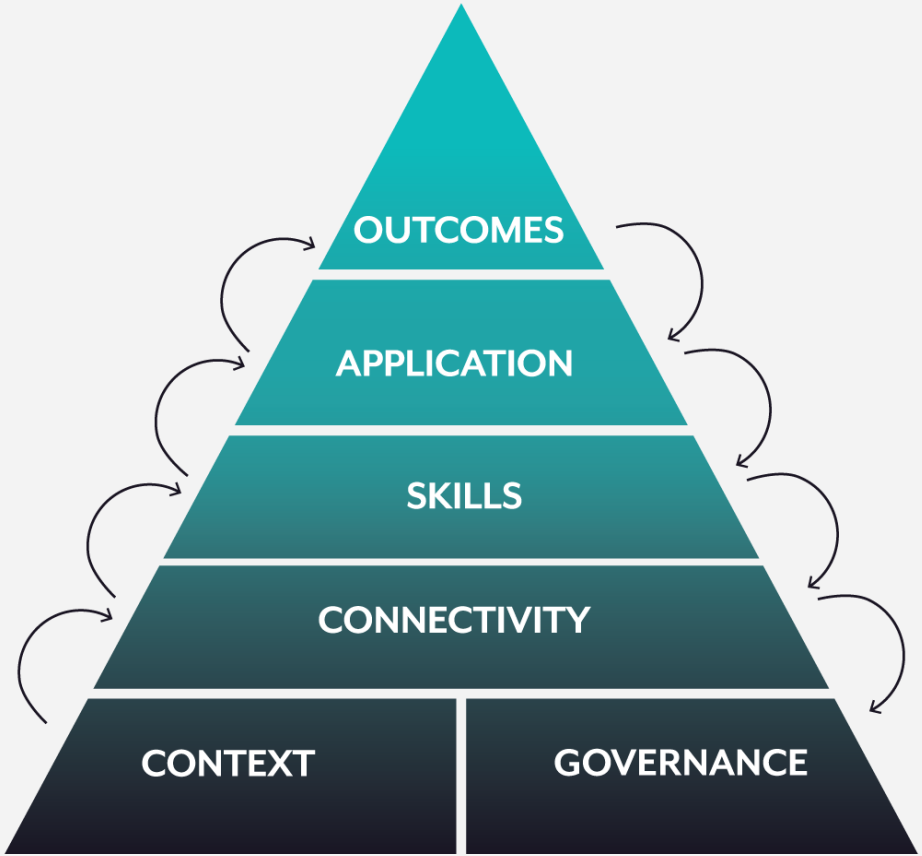
- Background
- Shared Vision of Digital Equity
- Long Term Goals
- Short Term Goals
- Funding Sources
- Next Steps

merit

Merit, the longest running R&E network in the U.S., is an **independent non-profit** organization governed by 12 public universities and supported by over 370 affiliate Members and anchor institutions.

Our Members are community-facing organizations from across the **education, library, government, healthcare and non-profit sectors**.





About the Digital Opportunities Compass

A framework intended to assist stakeholders with developing and assessing programs and strategies that positively impact the digital divide and digital equity in communities

Developed by academic researchers and practitioners from MSU Quello Center, Merit Network, National Digital Inclusion Alliance, and Digital Equity Research Center

Identifies six broad areas that impact digital equity and associated community/neighborhood level outcomes

Merit Network has been working across the state to help task forces develop strategies using the DOC to help inform decision making

History

2021 - Benzie County conducted 1st resident survey to collect information on broadband access

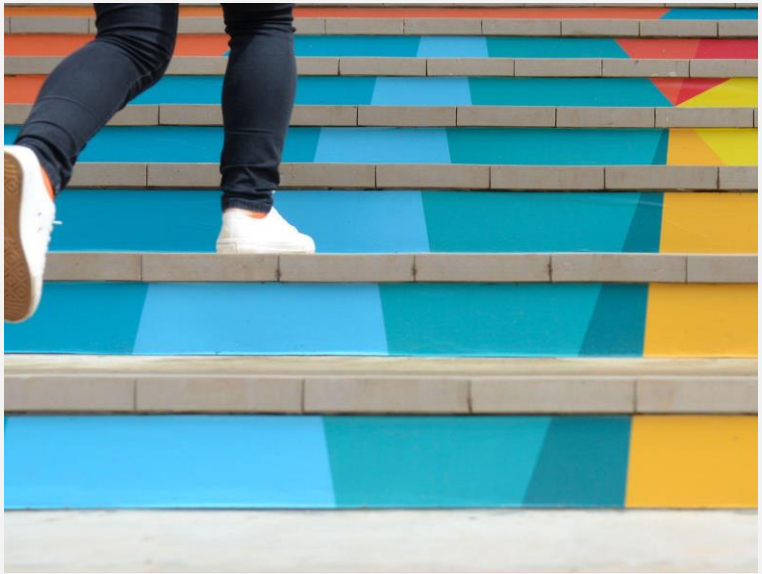
2022 - Michigan Moonshot conducted second resident survey - results showed 57% of households completely lacking Internet access

- 57% of those households had no available service; 34% cited high service costs
- 77% of disconnected households were willing to pay between $25 - $101+ for services

2023 - Benzie County engaged with Merit to initiate Digital Opportunities Compass planning process

Spring 2023 - Benzie County received ~$2.86M ROBIN grant for open-access network in partnership with Cherry Capital Connections

Process



- Identified stakeholders and convened a diverse group of task force participants from across the county
- The Benzie County Broadband Task Force met both virtually and in-person over the course of seven months.
    - Each meeting focused on a discussion centered around indicator areas of the Compass; connectivity, skills, applications, governance, contexts, and broader outcomes.

Benzie County Broadband Task Force

















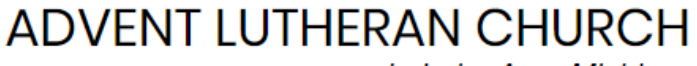
MSU Extension
Benzie County













Dan Barcheski, Benzie County Economic Development Committee Member

Michelle Barefoot, Benzie Chamber of Commerce

Jackie Borozan, Grow Benzie

Tom Centlivre, Benzie County Resident

Douglas Durand, Benzie Senior Resources

Tim Jahn, Advent Lutheran Church

Jen Kersh, Benzie County Resident

Merit Network

Stacy Pasche, Benzie Shores District Library

Remi Rice, MSU Extension

Cindy Shapiro, Benzie Area Pride Network

Amy Schindler, Frankfort-Elberta Area Schools, Garden Theater

Chelsea Szafranski, Munson Healthcare

Mitchell Shapiro, Consultant - Benzie County

Kyle Taylor, Benzie County Central Schools

Glen Tracy, Habitat for Humanity of Benzie County

Jon Willow, Community Broadband Action Network

Katelyn Zeits, Benzie County Administrator

Shared Definition of Digital Equity



Together, the task force developed a shared definition of digital equity for the County:

Digital equity ensures that everyone has the **same opportunities to access and use digital tools** like high-speed internet, digital devices, and literacy programs. This allows **full participation** in the digital facets of society, helping to **turn technology into a bridge** that enhances equality across **civic involvement, employment, education, and healthcare access**, rather than a barrier.



Long Term Goals

Connectivity & Affordability

Broadband is core to living in Benzie County and should be considered a basic need. Ubiquitous accessibility will enhance economic well-being, support small businesses, and contribute to health and wellness, thus fortifying the overall prosperity and wellbeing of our community.

Quality of Life

The ultimate objective is to create an inclusive environment that empowers organizations and individuals of all ages, fostering full participation in educational, social, and civic opportunities facilitated by technology.

Digital Skills and Accessibility

Benzie County will enhance digital skills across all sectors of residents who desire to participate, reflective of the evolving needs and applications.

Short-Term Goals/Actions



Connectivity & Affordability

Take Advantage of Infrastructure Funding Opportunities

- State and federal funding is critical to building broadband infrastructure, as is developing collaborative relationships with ISPs to attract and make good use of this funding. Currently underway with ROBIN funding in partnership with Cherry Capital Connection
- Recommend subcommittee continue to identify underserved areas and groups for support from programs like BEAD and beyond
- Task force should have continuous engagement with MIHI, and keeping both Benzie County and the Task Force informed of significant changes or developments

Short-Term Goals/Actions



Connectivity & Affordability

Continue to Monitor Broadband Expansion

- Benzie County should establish a process for continually monitoring ISP buildouts under funded programs to ensure 100% coverage
    - Review timelines for RDOF, ROBIN, and BEAD, to ensure construction is on schedule
    - Maintain agility to respond promptly and efficiently to changes in the funding, regulatory, and market landscape
    - Develop and sustain GIS capabilities to track progress and identify obstacles

Short-Term Goals/Actions



Quality of Life, Digital Skills, and Accessibility

Conduct a Digital Equity Asset Map and Needs Assessment

- Asset maps catalog demand and capacity of existing resources within a community, identifies gaps and needs
    - Digital equity organizations, education programs (like libraries), entities serving specific populations, community assets like anchor institutions and gathering spaces

Short-Term Goals/Actions

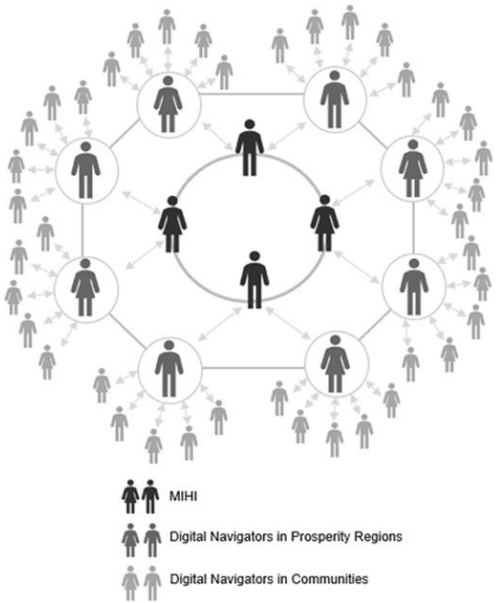


Quality of Life, Digital Skills, and Accessibility

Develop a Benzie County Digital Opportunities Dashboard

- Comprehensive online hub for local civic and government resources, educational information, and a calendar of digital equity opportunities and trainings
- Feature sections on digital literacy programs and ongoing educational opportunities
- Centralize existing resources to foster continued or new partnerships with local agencies
- Collaborative Outreach Strategy: Develop a strategy involving key stakeholders like the County, local libraries, and Grow Benzie to map and continuously update available resources
- Ensure that residents, particularly those unconnected or lacking digital skills, learn about these opportunities through direct involvement with organizations or via a community-wide campaign to increase awareness and usage of the dashboard

Short-Term Goals/Actions



Quality of Life, Digital Skills, and Accessibility

Identify Funding to Support a Digital Navigator(s) in Benzie County

- Digital Navigators: “Trusted guides who assist community members in Internet adoption and the use of computing devices”
- Collaborate with the Michigan High Speed Internet Office to compete for placing a Community or Regional Navigator in Benzie County
    - Michigan’s Digital Equity Plan indicates plans to implement a Digital Navigator Network using the “snowflake” model. One or two navigators per prosperity region will not be enough to support Benzie’s population.
    - Consider identifying funding to support additional navigators in the community

Short-Term Goals/Actions



Quality of Life, Digital Skills, and Accessibility

Create a Community Coalition for Digital Support

- Develop a citizen-centered approach that uses community assets (local organizations, institutions, students, and businesses) to help residents get and stay online
- Distributed community models like Connect 313 in Detroit utilize volunteers in neighborhood or sublocal areas to offer different connections to advocacy and education connections and resources
    - Flexible funding model that can either use fully volunteer services or with a stipend when budgeted
- Use a framework of Asset-Based Community Development to make sure the process is started and sustained within the community

Short-Term Goals/Actions



Quality of Life, Digital Skills, and Accessibility

Leverage Other Existing Educational Resources

- Through the USDA Broadband Technical Assistance grant, Merit will be developing educational materials and programs on digital literacy, cybersecurity, and general technology training
- The State of Michigan will be developing and facilitating digital skills training - Benzie County stakeholders can use these materials to address skills training gaps

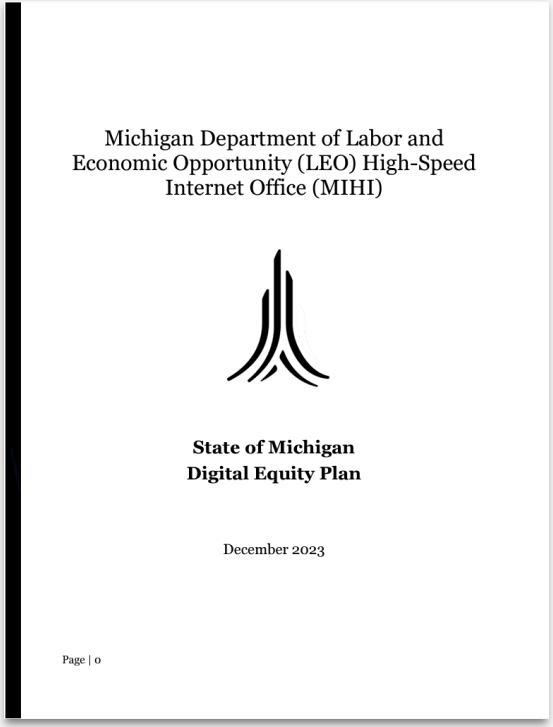
Short-Term Goals/Actions



Quality of Life, Digital Skills, and Accessibility

Develop an Ongoing Strategy for Device Accessibility

- Developing and sustaining a strategy for device accessibility will ensure that there is a reliable source for refurbished devices to provide to residents at reduced cost
- During the asset mapping process, contact larger businesses to foster potential donation partnerships
- Investigate capacity of national groups such as Human-I-T and Comprenew that provide device recycling, refurbishment, and access services


Michigan Department of Labor and Economic Opportunity (LEO) High-Speed Internet Office (MIHI)

State of Michigan
Digital Equity Plan

December 2023

Page | 0

Relationship with the State Digital Equity Plan

- The Digital Equity Plan focuses on ensuring every resident will eventually have access to affordable high-speed internet and devices
- The Plan also wants to seeks to:
  - Enhance health outcomes, especially in rural areas
  - Support and promote digital literacy programs
  - Enable citizens to safeguard themselves online
- Task Force should stay updated on new programs and initiatives introduced with the plan



Additional Next Steps

Sustain the task force after this project and recruit new members

Maintain partnerships with Grow Benzie and CBAN to continue advancing digital equity across the County

Explore funding opportunities

Consider ongoing involvement in Merit's Broadband Equity and Advocacy community of practice

Merit is additionally considering a consortial Digital Equity Competitive Grant application with other members of the COP

Other Areas for Future Consideration



Digital Civic Participation

- Online means of engaging with local, county, and state government
    - Enhancing e-government services such as online tax payments, access to public records, and facilitating online voting and surveys to widen democratic engagement
    - Platforms that enable citizens to contribute feedback on urban planning, local government initiatives, and public policies, thereby directly involving them in decision-making processes

Efficacy Measurements and Continual Development of Comprehensive Strategy

- Program goals should link to both the long-term strategies set forth in this document and to other broader outcomes in the community
- Goal: to improve community sociodemographic characteristics like income level and education levels
    - Examples: measurements of economic development (jobs, income, startups, and growth), social development (quality of life, safety, mental health), physical environment (water quality, housing, transit), and civic participation

Funding and Sustainability



Digital Equity Act Funds

- Digital Equity Act: “Main vehicle for closing the digital divide in Michigan will be through the implementation of a robust community Digital Navigator program.”
    - Potential Host Site Partners: Michigan Works! Associations, Library Systems, Local Community Colleges, Colleges, Universities, Intermediate School Districts, Tribal Nations, Councils of Government, United Way organizations, Philanthropic entities, Healthcare Systems, Non-profit entities.
- No specific guidance on the program yet - program tentatively launching in Fall 2024
- Interested in submitting an application to fund a Digital Navigator? Strong RFP applications are rooted in the language of the funding agency
    - *Digital Inclusion Strategies* (pp. 11 - 19)
    - *Digital Navigator Implementation Plan* (pp. 60 - 68)

Funding and Sustainability



Public Grant Funding

EDA Planning and Local Technical Assistance

Grant Source: U.S. Economic Development Administration
Amount: $300,000 per project
Eligible Recipients: Local and County Government, State Government, Higher Education, Nonprofits, Special Districts, Tribal Governments

Going PRO Talent Fund

Grant Source: Michigan Works!
Amount: $2,000 per employee or $3,500 per Registered Apprentice
Eligible Recipients: Employers physically located in Michigan with a need for skill enhancement, such as apprenticeships and advance-tech training

Improving Access to Information Program

Grant Source: Library of Michigan
Amount: $5,000 - $25,000
Eligible Recipients: Public and academic libraries and library cooperatives

- Academic libraries must be part of a public or nonprofit college or university currently accredited by the Higher Learning Commission

Funding and Sustainability



Private/Non-Profit Funding and Contributions

4-H Tech Changemakers Program

Grant Source: 4-H
Amount: N/A
Eligible Recipients: Digital skills training for teenagers to help them teach digital skills to members of underserved communities

The Bell Foundation Grants

Grant Source: The Bell Foundation
Amount: ~$10,000
Eligible Recipients: 501(c)(3) Nonprofits

Funding and Sustainability



Future Opportunities

U.S. Department of Agriculture - Current Rural Development Programs

- Distance Learning and Telemedicine Grant
- Strategic Economic and Community Development Program

U.S. Department of Agriculture - Farm Bill-Funded Programs (Currently Closed)

- Community Connect Program
- ReConnect Loan & Grant Program
- Broadband Technical Assistance Program

U.S. Department of Labor

- Building Pathways to Infrastructure Jobs Grant Program

Ongoing Monitoring for Funding



Federal Agencies

National Telecommunications and Information Administration (NTIA)

Institute of Museum and Library Services (IMLS)

U.S. Department of Agriculture (USDA)

U.S. Economic Development Administration (EDA)

U.S. Department of Education (DOE)



State Agencies

Department of Labor and Economic Opportunity (LEO)
- Michigan High-Speed Internet Office (MIHI)

Library of Michigan

Michigan Economic Development Corporation (MEDC)

Michigan Department of Health and Human Services (MDHHS)
- Policy and Planning Office - Strategic Engagement and Alignment Section



Newsletters and Forums

Rural Community Toolbox

National Skills Coalition

National Digital Inclusion Alliance

National Association of Counties

Other

Michigan State University Grant Library

Correspondence

Benzie County Board of Commissioners
Building & Grounds
Minutes

The Building & Grounds met on Wednesday, May 8, 2024, in the Government Center in Room 206, 448 Court Place, Beulah, MI 49617.

The meeting was called to order by Katie Zeits at 1:30 p.m.

Present: Rhonda Nye, Bob Roelofs, Tim Markey
Also Present: Katie Zeits, Rick Morris, Ken Bos, Rose Roelofs, Tom King

1. Agenda Revisions/Approval: Motioned to Approve Agenda made by Nye, Seconded by Markey. Ayes: All, Nays: None, Motion carried.

2. Approval of Minutes: Motioned to Approve the minutes from May 8, 2024, by Markey, Seconded by Roelofs. Ayes: All, Nays: None, Motion carried.

3. Old Business
    a. Garage Furnace for EMS Station 2
        i. After some discussion it was noticed that these garage furnaces were for the EMS Station 3, in Frankfort behind the Maples, not Station 2. We received 3 quotes from Nye Plumbing & Heating, Westshore Plumbing & Heating, and Moore Mechanical. Continued discussion was to either replace both or just replace one. The committee would like clarification on the size discrepancy between all 3 bids before moving forward. Director Tom King will reach out for clarification.
    b. Parking Lot Lighting Quote
        i. We received one quote from BlueWater Electric. It was asked to extend the project for another 30 days to follow the current Policy set forth by Benzie County. The following companies were listed to get in contact with:
            1. Glen Lake
            2. Odette Electric
            3. Olsen Electric
            4. Lake Shore Electric
    c. Concrete/Sidewalk Quote
        i. We received one quote from Walton Contracting. Other companies who came to the walkthrough gave their recommendation. These recommendations were to either get an Engineering drawing or a design engineer to start the project. Taking out the stairs between the Governmental Center and Sheriff's Office was discussed and it was asked to have Katie discuss this in a staff meeting. The committee recommended to have the project be added to a Study Session for full board discussion.

d. Overview discussion on the Capital Plan & ARPA list
    i. Tabled to next meeting.

4. Updates
    a. Register of Deeds & Prosecutor Remodel
        i. Still no bids or interest in the project. Extend the project again to see if we can get anything turned in.
    b. Update on carpeting in 206
        i. Baseboards in Room 206 need to be fixed, vinyl is good to install. Please schedule with FOC and Court to get the hallway carpeted.

5. Security Update
    a. Emergency Management Coordinator is walking around with TKS for updating cameras.

6. Public Comment

7. Adjournment

    a. 2:27 pm motioned by Roelofs, Seconded by Markey. Ayes: All, Nays: None, Motion carried.

Katie Zeits, County Administrator
(231) 822-0035
Email: kzeits@benzieco.gov
Web: www.benzieco.gov
448 Court place
Beulah, MI 49617

BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT
BOARD OF HEALTH MEETING
Wednesday, April 24, 2024 2:00 p.m.
Benzie Resource Center – Ingemar Johansson Conference Room
6051 Frankfort Hwy.
Benzonia, MI 49616

Chairperson Sauer called the meeting to order at 2:00 pm.

Members Present:

Dr. Barbara Conley – Leelanau County Member at Large
Art Jeannot – Benzie County Board of Commissioners
Dr. Mark Kuiper – Benzie County Member at Large – arrived 2:01p.m.
Gwenne Allgaier – Leelanau County Board of Commissioners
Gary Sauer - Benzie County Board of Commissioners
Ty Wessell – Leelanau County Board of Commissioners

Members Absent: None

Members Excused: None

Staff Present:

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

Staff Excused: None

Guest Present:

Ken Talsma – Anderson, Tackman & Company – via Teams
Sue Sparkman – Benzie-Leelanau District Health Department

Pledge of Allegiance

Approval of March 27, 2024 BOH Minutes:

Motion By: Wessell to approve the March 27, 2024 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 as presented.
Seconded By: Allgaier
Voice Vote: 6 yeas 0 nay 0 excused Motion carried

Public Comment – None

Audit Presentation – Ken Talsma, Anderson, Tackman & Company

BLDHD had a clean audit for the fiscal year 2023. The two federal programs that were tested were Epidemiology and Laboratory Capacity for Infectious Diseases, both were compliant. Talsma presented graphs to better show the financial position that BLDHD had for the fiscal year 2023 compared to past years. The fund balance remained at a healthy balance, which is at least 10-15%

of the next year's anticipated expenses. In the past few years, the fund balance was able to reach and maintain a healthy balance due to the State of Michigan catching up on payments due to BLDHD and the administrative fee that was allowed to be collected for the Covid vaccines that were administered through most of 2023. Also, the new GASB rules on how certain revenues and expenditures are to be reported assisted in increasing the fund balance. The revenue sources for BLDHD are inter-governmental funding (appropriations), grants and charging for services. The Environmental Health Division raises revenue through permit fees. These fees are a fraction of the cost of the service being performed. The calculations for the services are periodically reviewed to make sure that they are appropriate for the area that is serving the residents. Generally, the permit fee is 70% of the true cost of the service. The Personal Health Division generates revenue through insurance billings and direct pay for medical services. The revenue amount doubled last year as the number of new programs had increased.

Motion By: Jeannot to accept the audit.
Seconded By: Conley
Roll Call Vote: Conley- yea, Sauer- yea, Kuiper – yea, Allgaier – yea, Jeannot – yea, Wessell- yea
6 yeas 0 nay 0 excused Motion carried

NACCHO Presentation – Sue Sparkman

The Emergency Preparedness program began in 2002. Federal money became available through the CDC to increase local health departments' ability to respond effectively to a large range of public health threats. There are several threats that LHDs train for. At the NACCHO conference that Sparkman attended, there were hundreds of training sessions that were available to attend. The sessions that could not be attended were then available to download and view. The sessions covered a multitude of topics. BLDHD's emergency preparedness project for this year is cyber-attacks. Health care systems have seen a sharp increase in cyber-attacks happening to their technical infrastructure.

Health Officer Update – Dan Thorell

A report was distributed prior to the meeting. Please refer to it for details. The succession planning workshop that was attended earlier in the month provided many tools for the succession planning for BLDHD senior management. In the near future, there are senior management roles that will become open as retirements occur. The training recommended to look within your organization for any potential future leaders. One of the best ways to train a person for a new position is on the job training.

The Day at the Capital was a positive experience. Dr. Conley attended the event with Thorell and various other staff members. State Representatives recognize that the CHIR programs do help communities. It was discussed how stable funding for these programs is needed. On May 8th Thorell will be attending a Legislator Dinner to discuss Northern Michigan's health care needs. It was suggested that an invite be sent out to State Representatives to attend a BLDHD BOH meeting.

Accounts Payable

Motion By: Conley to approve accounts payable and pay the bills in the amount of $264,315.75.
Seconded By: Allgaier
Roll Call Vote: Jeannot- yea, Conley- yea, Sauer- yea, Kuiper – yea, Allgaier- yea, Wessell - yea
6 yeas 0 nay 0 excused Motion carried

March 2024 Financial Statements

Motion By: Conley to accept the financial statements as presented.
Seconded By: Wessell
Roll Call Vote: Conley- yea, Sauer- yea, Kuiper – yea, Allgaier – yea, Jeannot – yea, Wessell- yea
6 yeas 0 nay 0 excused Motion carried

Succession Planning

Dr. Conley distributed a Resolution for the BOH to review. The Resolution discussed the duties of Senior Staff Members and how they could be distributed as roles may shift with retirements.

Staff Reports:

Medical Director – Dr. Joshua Meyerson

Measles is becoming a concern. There was a recent outbreak in Chicago and a few cases found in Michigan. Most individuals who have contracted the disease have traveled to international areas that are experiencing measle outbreaks. The biggest concern for this disease is 54% of infected people need to be admitted to a hospital for care. This would put a huge strain on the health care system if there were a large outbreak of the disease. Populations that are not vaccinated for measles are the largest concern for the outbreaks. Measles is more contagious than Covid.

There will be a meeting held at Crystal Mountain to discuss the TB Bovine testing in Benzie County. The public can Zoom in. The Avian Flu has been discovered in dairy cows. The infected cows are not showing any symptoms, other than their milk is discolored. This disease cannot be transmitted through pasteurized milk. Unpasteurized milk poses a risk of transmission of the virus. The treatment of this disease is manageable.

Personal Health – Michelle Klein

A report was distributed prior to the meeting. Please refer to it for details. The 2023 Parenting Communities Annual Report was presented.

Environmental Health – Eric Johnston

A report was distributed prior to the meeting. Please refer to it for details. The number of permits that have been issued for the fiscal year were presented and discussed. Each type of permit was shown for each township within each County. So far this year, the number of permits for Leelanau County rose by 13.71%. The number of permits issued in Benzie County has remained approximately the same as last year.

Administrative – Dodie Putney

A report was distributed prior to the meeting. Please refer to it for details. There were questions about information technology and security.

Public Comment – None

Board Comments – None

Adjourn:

Motion By: Sauer to adjourn the BOH meeting at 5:07 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, May 22, 2024 – 2:00 p.m.
Leelanau County Government Center-Upper-Level Community Meeting Room
8527 E Government Center
Suttons Bay, MI 49682
or
Electronically, via conference call
To participate, dial: (213) 282-9788 and enter Conference ID: 872 920 666#

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 of April 24, 2024.

Approval of the Agenda

Public Comment Period

1. Health Officer Update – Dan Thorell

2. Personnel and Finance Committee Report-Personnel and Finance Committee
   A. Accounts Payable - Action
   B. April Financial Statements – Action
   C. Health Officer Resolution Discussion
   C. Succession Planning
   D. County Appropriations

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

Parks & Recreation Committee
Committee Meeting
MINUTES

The Parks & Recreation Committee met on Monday April 22, 2024, in the Governmental Center in the Board of Commissioners Room, 448 Court Place, Beulah, MI 49617.

The meeting was called to order by Chair Hoogterp at 9:05 a.m.

Present: Duperron, Hoogterp, Ikens, Johnson, Kraus, Sauer, Skurdall, Barnard, Beechraft, and Ferguson
Also Present: Katie Zeits

I. Additions to/Approval of Agenda: Motioned by Barnard, Seconded by Kraus. Ayes: All, Nays: None, Motion carried.

II. Additions/Changes/Approval to February 26, 2024, meeting minutes: Motioned by Kraus, Seconded by Sauer. Ayes: All, Nays: None, Motion carried.

III. Public Input:

IV. Consent Agenda:

Johnson gave a verbal and written report of railroad point, moving along nicely.
Hoogterp gave a verbal and written report regarding Point Betsie Lighthouse. EGLE is giving them problems and they have a May 17th deadline.

V. Old Business

1. Professional Service Agreement with Spicer Group for Crystal Lake Access Development

   Need to get moving on but waiting for Spicer Group.

2. Updated BWAC progress report given by Diane Tracy on the Crystal Lake Elementary School Site.

   Diane Tracey gave a verbal report. There is a 90-day due diligence process, many tests and studies happening. A design build team is going through this with Spense & Environment Architects as property needs to be rezoned.

VI. New Business

1. Proposed MOU with GTRLC and proposed revision of MDNR Operating Agreement: Charlie Kehr Stairs.

Katie addressed concerns.

2. Grant matching funds with GTRLC

   Advancing funds to County.

3. 2024-2025 Budget Planning, including 5-year Parks/Rec plan

VII. Public Input:

VIII. Any other business to come before the board.

IX. Adjourn at 10:09 a.m.

2024-10

BRANCH COUNTY, MICHIGAN

Resolution in Opposition to the FY 2025 Governor's Recommended Budget for the Reduction of Operational Funding to the Michigan Conservation Districts and the Elimination of Local Administration of the Michigan Agriculture Environmental Assurance Program (MAEAP)

BE IT RESOLVED BY the Board of Commissioners of Branch County

WHEREAS, on February 7, 2024, Governor Whitmer released her Executive Budget Recommendation for fiscal year 2025 which included under the Michigan Department of Agriculture and Rural Development (MDARD) recommended budget a $1,000,000.00 cut to Michigan Conservation District's operating budget; and

WHEREAS, the fiscal year 2025 budget recommendation for MDARD also recommended the termination of local Conservation District Technicians who administer the Michigan Agriculture Environmental Assurance Program and replace them with 24 State employees; and

WHEREAS, this recommendation undermines the local conservation delivery system led by local Conservation Districts covering all 83 Michigan counties using the voluntary, non-regulatory, educational approach used all across the country to address natural resources concerns at the local level; and

WHEREAS, Michigan passed Public Act 297 of 1937 to establish Conservation District's as local units of State Government to work with landowners in every county to address natural resource concerns driven by a five member publicly elected Board of Directors. These Boards establish conservation priorities based on their local needs and voluntarily work with landowners to address critical natural resource concerns, the only organization that can do this on private land with the trust of the landowner; and

WHEREAS; Michigan Conservation Districts have been critically underfunded for decades. This has left many Conservation Districts without staff to implement programs or provide assistance. Because of this, Michigan Conservation Districts experience high employee turnover which undermines the success of programs and the ability to administer assistance to the public; and

WHEREAS, Michigan cannot effectively allocate federal funds from the Inflation Reduction Act and Title II of the Farm Bill due to the lack of funding provided by the State of Michigan. This leaves critical federal dollars on the table that is reallocated to other States that can deliver Farm Bill dollars more effectively.

NOW, THEREFORE, BE IT RESOLVED THAT THE BRANCH COUNTY BOARD OF COMMISSIONERS requests that the FY 2025 budget maintain the operational budget for Michigan Agriculture Environmental Assurance Program (MAEAP) at its current capacity with the local technicians employed by Conservation Districts.

BE IT FURTHER RESOLVED, that the County of Branch implores the State of Michigan Legislature to properly fund Michigan Conservation Districts and work with MDARD and the Michigan Association of Conservation Districts (MACD) to find or develop a restricted funding source to provide Conservation Districts with a yearly allocation of $13,000,000.00.

BE IT FURTHER RESOLVED, that a copy of this resolution be shared with Governor Gretchen Whitmer, State Senator Jonathan Lindsey and Representative Andrew Fink as well as the Michigan Department of Agriculture and Rural Development Director Tim Boring and Deputy Director Kathy Angerer, the Michigan Association of Counties and the clerks of the other 82 Michigan Counties.

On Roll Call:
Ayes: Houtz, Hazelbaker, Matthew, McClellan, Stoll - 5
Nays: 0

RESOLUTION ADOPTED:

Tim Stoll, Chairperson
Branch County Board of Commissioners

Teresa Kubasiak, County Clerk
Branch County