

Buildings, Lands & Infrastructure Committee

Ed Boettcher

Chuck Johnson, Chairman

Bryan Smith

Minutes April 5, 2016

Members present: Chuck Johnson, Ed Boettcher, Bryan Smith
Members absent: None
Others present: Pete Garwood, Janet Koch, Mike Crawford

1. The meeting was called to order at 9:00 a.m. by Chairman Chuck Johnson.

2. Public Comment

None.

3. Building Department Update

Mark Haynes, Building Official, had included an update in the agenda packets.

Truck Purchases (see attached pgs. 6-7)

Mr. Haynes said the department's inspectors are required to travel down unplowed driveways that aren't necessarily well-maintained and that pickup trucks would provide more ground clearance than an SUV.

Pete Garwood, County Administrator, said pickups are more suited to rotation through the County's fleet of vehicles. \$52,000 for the purchase of two trucks had been budgeted for 2016.

Motion by Ed Boettcher, seconded by Bryan Smith, to recommend the Board of Commissioners approve the purchase of two (2) 2016 Ford F150 Super Cab 4x4 pickup trucks for a total cost of \$46,644.00 from Signature Ford Government & Fleet Sales through MiDEAL with funding to come from Capital Outlay GL# 249000-901-980.000. Motion carried – unanimous.

The need for a full time plumbing inspector was discussed. The Department currently has a contract with a certified plumbing inspector, which he believes will fill the need for this year. He added that he will continue to monitor the need and make a recommendation when the need arises.

4. Lake Level Benchmarks Proposal (see attached pgs. 8-10)

Scott Papineau, County Surveyor, said the elevations for the five proposed benchmarks would be set by Global Positioning System (GPS) in addition to using conventional level loops from existing National Geodetic Survey benchmarks. Mr. Papineau said this would provide the most accurate elevation. He told the Committee that the elevation on the benchmark would be in the NGVD 1929, which is the same elevation used by floodplain data.

The five proposed benchmarks would be the following locations: Clam Lake, Lake Bellaire, Six Mile Lake, and two benchmarks on Torch Lake. The benchmarks must be located out of the way of activity, but close enough to the water to be useful. If the project is approved, Mr. Papineau will be contacting property owners (all public entities) for permissions. Janet Koch, Associate Planner, noted that Mark Stone, Operator of Dams would like input regarding the placement of the benchmarks. Mr. Haynes said he didn't have any problem funding the benchmarks from the Construction Code Department's fund balance. The installation of the 5 benchmarks would be done as a pilot project with the possibility of additional benchmarks on other lakes in the future.

Motion by Ed Boettcher, seconded by Bryan Smith, to recommend the Finance Committee authorize a budget amendment of \$8,310.00 from the fund balance of the Construction Code Enforcement Fund #249 to line item 249000-901-980.000 for the purpose of establishing five elevation benchmarks on the Chain of Lakes. Motion carried – unanimous.

5. Soil Erosion Control (SEC) Update

Heidi Shaffer, Soil Erosion Control Officer, had included an update in the agenda packets. She said her contractor’s workshops had been recently held; approximately 70 contractors attended.

6. Stormwater Ordinance Enforcement Update

The Committee and Ms. Shaffer discussed procedures regarding violations of the stormwater ordinance. It was emphasized that all applicants and possible violators should be treated the same. The composition of the members of the Stormwater Runoff Appeal Board was discussed. Also discussed was how the first notice of violation should be delivered. Mr. Garwood and Ms. Shaffer will work on the violation procedure.

The meeting with County’s civil counsel regarding the ordinance confirmed the current procedure that the Soil Erosion and Control Officer’s role is to enforce stormwater runoff only as it relates to soil erosion and sedimentation control.

7. Hawk Lake Forest Area Bid Opening

Three bids were received:

- Bisballe Forest Products \$58,450.00
- Biewer Forest Management \$74,125.00
- Fahl Forest Products \$55,025.01

Mr. Meriwether recommended awarding the bid to Biewer Forest Management.

Motion by Ed Boettcher, seconded by Bryan Smith, to recommend the Board of Commissioners accept the bid from Biewer Forest Management, LLC, in the amount of \$74,125.00 for a timber harvest within two cutting areas on 45 acres in Mancelona Township known as the Hawk Lake Forest Area, subject to being able to fulfill insurance requirements. Motion carried – unanimous.

8. Forestry Update

Mike Meriwether, County Forester, said he’d been working at Glacial Hills Pathway and Natural Area and there are a number of dying beech and ash trees on the properties. He told the Committee his primary goal for the summer was to work on the best way to manage the forest areas of the Glacial Hills and the Kirkpatrick Forest.

9. Antrim Conservation District (ACD) Millage Request

Mary Schoenherr, member of the ACD Board, introduced herself. Information regarding a millage request had been included in the Committee’s agenda packets. Ms. Schoenherr said if the Conservation District had the ability to hire an Executive Director, the duties of the Soil Erosion Control Officer and the County Forester could be more focused. Ms. Schoenherr said the ACD needs to align itself with the goals of the Board of Commissioners.

Mr. Garwood said he’d contacted County Administrators across the state regarding funding for ACDs; the results had been included with the agenda packets. Benzie, Missaukee, and Manistee Counties have millages. Van Buren County is requesting 0.10 mil on the upcoming August ballot. Mr. Garwood said if the millage is put on the August ballot, there would be 4 millage proposals on the ballot.

Draft

If the Board of Commissioners approves putting the ACD millage on a 2016 ballot, he recommended a six-year renewal for the ACD millage; this would mean four millages wouldn't expire in the same year. Sheryl Guy, County Clerk, said August 2 is the deadline for the November ballot.

It was the consensus of the Committee that ACD should present a proposed budget, including how a millage would be utilized, at the upcoming Finance Committee meeting.

The Committee took a short break at 10:30 a.m.

10. Parks Update

Eileen Wallick, Parks Manager, said the park reservations had started the previous week and were going well. Ms. Wallick said she was looking for two to three full time seasonal employees and one part time employee. She said the Committee the white Ford pickup had needed repairs.

11. Barnes Park Ordinance (see attached pgs. 11-16)

Ms. Wallick and Janet Koch, Associate Planner, requested that the following language be added to Section 2.1.19 of the proposed draft ordinance; "Fireworks" include Chinese lanterns or similar devices, as well as all definitions included in the Michigan Fireworks Safety Act, PA 256 of 2011, being MCL 28.451, et seq.

The Committee and Ms. Wallick discussed the use of alcohol at the park's pavilions. The Administration Dept. was asked to pass the question on to civil counsel in hopes of a reply before the next Board of Commissioner's meeting.

Motion by Ed Boettcher, seconded by Chuck Johnson, to recommend the Board of Commissioners approve the Barnes Park Ordinance as revised. Motion carried – unanimous.

12. Operator of Dams Update

Mark Stone, Operator of Dams, said Bill Stockhausen of Elk Rapids Hydroelectric Power LLC, was in Washington, D.C. to discuss dam licensing with Federal Energy Regulatory Commission officials. Mr. Stone added that the Bellaire Dam is being inspected by a consultant; this is required on a regular basis. Mr. Stone said he is working on how best to proceed with the paint work on the Elk Rapids Hydrodam interior.

Mr. Smith asked about Large Woody Debris ((LWD) projects on Intermediate Lake. Mr. Stone said that is part of his plan. He is taking measurements of the existing LWD project and will be taking measurements of the upcoming LWD projects. This will enable the proper determination of LWD placements on the upper Chain of Lakes.

He added that dredging could be done, but a hydrologic study of the Chain of Lakes would need to be performed first.

13. Consumers Energy Lease

Mr. Garwood said Consumers Energy and Antrim County had entered into a lease in 1986 at a fee of \$25 per year. Mr. Stone said at the time of the lease, the marina's layout had been much different, adding that the leased property is not needed for the FERC license.

Mr. Stone would like to approach the Elk Rapids harbormaster and the harbor commission regarding the lease. He told the Committee that the annual fee could be paid out of the Hydro enterprise fund #582.

14. Maintenance Update

Dave Vitale, Maintenance Director, told the Committee that the 911/Jail generator had needed some maintenance. In addition, he said the exterior of the Nifty Thrifty building is in need of maintenance. Mr. Vitale also said some of the controllers for Courthouse will need replacing. Mr. Garwood asked for cost estimates to be included in the next Capital Improvement Plan.

15. Tenurgy Consulting Services Agreement (see attached pgs. 17-18)

Mr. Garwood informed the Committee that civil counsel had reviewed the agreement and some changes had been made.

Motion by Ed Boettcher, seconded by Bryan Smith, to recommend the Board of Commissioners approve the agreement with Tenurgy Consulting Service Agreement for signature by the Chairman, which will allow Tenurgy, LLC to conduct an audit and analyze the County's utility costs and some other business operating costs, such as: telecommunication costs, natural gas, electric, water, and sewer for irregularities and potential cost savings.

Motion carried – unanimous.

16. Village of Bellaire Easement (see attached pgs. 19)

Eldon McPherson, Councilmember of the Village of Bellaire and Chris Thompson, Village of Bellaire's Wastewater Treatment Supervisor, appeared at the meeting. The Village plans to install a measuring device on the sewer between manhole (MH) 7 and MH-8 to measure sewer discharge from Meadow Brook Medical Care Facility (MCF). This will include a manhole, which would be installed between MH-7 and MH-8. As the meter would be placed on County-owned property, the Village had requested an easement.

David Schulz, Administrative Services Director for MCF, said the Village had installed a temporary meter in early 2014. The Committee asked Mr. Thompson and Mr. McPherson about other possible locations for the meter; Mr. Thompson said it was not known if all of MCF's discharge goes directly into MH-6.

In a memo to the Committee that was included in the agenda packets, Ms. Koch noted that Sections 91-39 and 91-40 of the Village Code indicate that no easement is required for the purposes of installing a metering device.

However, Ms. Koch's memo did note that two properties in addition to the County's Animal Shelter connect to the Village sanitary sewer system at MH-8. Therefore, it would appear that the sewer from MH-8 northerly to MH-68 is indeed a public line. Currently, there is no utility easement in place. Mr. Thompson told the Committee that the Village has been maintaining the sewer line from MH-68 to MH-8.

It was the consensus of the Committee that a public utility easement should be in place across the appropriate portion of the County owned property on which the animal shelter is located, parcel number 05-41-030-030-00.

17. Bellaire Chamber of Commerce Requests (see attached pg. 20)

Motion by Ed Boettcher, seconded by Bryan Smith, to recommend the Board of Commissioners approve the Bellaire Chamber of Commerce's request for use of the Courthouse lawn during the annual Rubber Ducky Festival to take place the weekend of August 19, 2016; that lawn sprinklers be turned off on August 19 and 20; that extra trash containers be provided in front of the Courthouse; and allow the use of an electrical outlet by "Great Lakes Bounce" Inflatable Company to plug in a "bouncer" (large inflatable toy that kids can enter and bounce around in) subject to receipt of an appropriate certificate of insurance. Motion carried – unanimous.

Motion by Ed Boettcher, seconded by Bryan Smith, to recommend the Board of Commissioners approve the Bellaire Chamber of Commerce's request to use the Courthouse parking lot and grassy area west of the lot for kids' bouncers to be provided by "Great Lakes Bounce" Inflatable Company and the parking lot adjacent to the Food Pantry during the annual Harvest Festival to take place the weekend of September 23, 2016; subject to the receipt of an appropriate certificate of insurance and that lawn sprinklers be turned off on September 23 and 24. Motion carried – unanimous.

18. Traveling Art Show (see attached pgs. 21)

Motion by Ed Boettcher, seconded by Chuck Johnson, to recommend the Board of Commissioners approve the display of the statewide traveling art show, Creative Minds Changing Minds, sponsored by the Michigan Association of Community Mental Health Boards in the County Building hallways from May 5 - 12, 2016. Motion carried – unanimous.

19. Department of Health and Human Services (DHHS) Lease

Mr. Garwood said the lease proposal submitted to DHHS had been the only proposal, however, DHHS did not accept the proposal. DHHS has issued a new request for proposals (RFP) and has extended the geographic area to include all of Antrim and Charlevoix Counties. Mr. Garwood asked the Committee for direction regarding the proposal.

Mr. Boettcher said the advantage of a 10-year lease with a fixed lease rate is eliminating the unknown; the disadvantage is not being able to recoup unexpected costs. Mr. Garwood, the Committee, and Deb Haydell, County Accountant, discussed options regarding the lease.

Mr. Garwood was instructed to bring proposal options to the Finance Committee at their meeting of April 11.

20. Various Matters

Antrim Creek Natural Area (ACNA)

Ms. Koch said the advertisements for the improvements at the ACNA boat launch had been sent to the Antrim Review and Elk Rapids News and are due April 22. She expected to have a recommendation regarding the project in the agenda packets for the May 3 meeting.

Capital Improvement Plan (CIP) Committee Meeting Date

After a short discussion, Wednesday, April 27 at 9:00 a.m. was selected for the next meeting of the CIP Committee.

21. Public Comment

None.

The meeting was adjourned at 1:05 p.m.



March 22, 2016

Antrim County Construction Code Department
Attn: Mark Haynes
PO Box 188
203 E. Cayuga St.
Bellaire, MI 49615

Dear Mark Haynes:

Price on 2016 Vehicle MIDEAL Contract# 071B1300009 Bid:

2016 Ford F150 Super Cab 4x4 Pickup 6 ½' Box in Silver **\$23,322.00 ea**

*** Delivered to Antrim County**

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 30-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Calculations as of 12/31/2015

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	2015 ACTIVITY THRU 12/31/15	2015 PROJECTED ACTIVITY	2016 REQUESTED BUDGET	2016 FNCE-FNL APPVD BUDGET
249000-000-479.000	TEMPORARY CERT OF OCCUPANCY	1,000	280	1,000	1,000	1,000
249000-000-479.001	BUILDING PERMIT FEES - CONSTRUCT	170,000	172,730	180,000	180,000	180,000
249000-000-479.002	PLUMBING PERMIT FEES - CONSTRUCT	60,000	41,864	52,000	57,000	57,000
249000-000-479.003	ELECTRICAL PERMIT FEES - CONSTRU	100,000	79,274	90,000	103,000	103,000
249000-000-479.004	MECHANICAL PERMIT FEES - CONSTRU	100,000	72,308	85,000	93,000	93,000
249000-000-479.006	PLAN REVIEW FEES	35,000	12,288	16,000	20,000	20,000
249000-000-624.000	CONSTRUCTION CODE APPEALS	1,000	400	1,000	1,000	1,000
249000-000-633.010	PHOTOGRAPHIC SERVICES		8	50	50	50
249000-000-644.000	SALE OF SUPPLIES & BOOKS	500		500	500	500
249000-000-665.000	INTEREST EARNED INVEST & CDS	600	460	500	600	600
249000-000-698.001	UNREALIZED GAIN/LOSS		(17)	17	17	17
249000-371-702.000	SALARY - DEPT. HEAD	60,792	49,155	60,792	60,792	60,792
249000-371-704.002	WAGES	34,170	26,756	34,170	35,537	35,537
249000-371-704.003	WAGES - INSPECTOR	42,126	30,173	42,126	42,969	42,969
249000-371-704.004	WAGES - INSPECTOR	42,534	33,004	42,534	43,385	43,385
249000-371-705.000	OTHER WAGES	31,314	24,524	31,314	32,567	32,567
249000-371-707.000	OTHER WAGES	31,314	24,524	31,314	32,567	32,567
249000-371-710.001	PER DIEM - REGULAR	1,000	210	1,000	1,000	1,000
249000-371-714.000	EMPLOYEE ANNUITY BENEFIT		3,375	2,373	2,373	2,373
249000-371-714.002	1:1 RATIO ANNUITY BENEFIT			350	350	350
249000-371-715.000	FICA - COUNTY SHARE	18,393	14,598	18,393	19,243	19,243
249000-371-716.000	HEALTH INSURANCE	83,625	57,382	68,700	68,700	68,700
249000-371-716.008	DELTA DENTAL INSURANCE	6,682	4,472	5,356	5,356	5,356
249000-371-718.000	RETIREMENT - COUNTY SHARE	36,278	28,322	33,822	34,498	34,498
249000-371-719.000	OTHER FINGE - AD&D ETC.	3,033	2,730	3,276	3,492	3,492
249000-371-721.000	PERSONAL LEAVE	3,809		2,500	2,500	2,500
249000-371-724.000	WORKERS' COMPENSATION	3,060	3,637	3,637	3,862	3,862
249000-371-725.000	TRAINING	1,000	232	500	1,000	1,000
249000-371-727.000	SUPPLIES - OFFICE	2,820	1,714	2,000	2,500	2,500
249000-371-741.000	OPERATING SUPPLIES	1,000			1,000	1,000
249000-371-742.000	UNIFORMS	1,700	1,065	1,065	1,200	1,200
249000-371-802.000	CONTRACTUAL SERVICES	1,000			1,000	1,000
249000-371-805.015	COMPUTER SOFTWARE & LICENSES	5,000	5,000	5,000	5,000	5,000
249000-371-805.727	COMPUTER SUPPLIES	500	366		500	500
249000-371-807.000	DUES & SUBSCRIPTIONS	2,000	1,232	700	1,500	1,500
249000-371-807.003	PAID BUILDING PERMIT REFUNDS	2,000	3,067	3,500	3,500	3,500
249000-371-854.000	BOX RENT AND KEYS	42	46	50	50	50
249000-371-855.000	TELEPHONE	2,200	2,614	3,200	3,200	3,200
249000-371-861.000	TRAVEL	1,500	777	1,350	1,500	1,500
249000-371-862.000	CONFERENCE/CONVENTION	1,700	1,780	1,640	1,700	1,700
249000-371-864.000	VEHICLE MAINTENANCE	2,000	855	1,000	2,000	2,000
249000-371-865.000	GAS AND OIL	13,000	6,229	8,600	10,000	10,000
249000-371-940.000	RENT BUILDING SPACE	22,092	22,000	22,092	22,092	22,092
249000-371-980.000	EQUIP. BUILDING DEPT.	680	230			
249000-371-981.000	BOOKS	500			500	500
*249000-901-980.000	CAPITAL OUTLAY-CONSTRUCTION CODE				*52,000	*52,000

original quote → 2 - FORD F150 TRUCKS NOT TO EXCEED \$26,000.00 EACH
 \$22,428 IS VEHICLE ONLY, STILL NEED DECALS&DELVRY CHG

New Quote \$23,322.00 Each Delivered

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John E. Ferguson
P.S. 24595

Scott A. Papineau
P.S. 50446

Sherman A. Chamberlain, Jr.
P.S. 25834

Matthew R. Wynsma
P.S. 46699

March 24, 2016

Buildings, Land and Infrastructure Committee:

Enclosed is a proposal to establish Benchmarks at five (5) locations on the Chain of Lakes in Antrim County. This is the number of benchmarks requested as a pilot project for the county. The following is the list of lakes where we would establish a benchmark.

Lake	Flood Plain Elevation	Number of Benchmarks
Six Mile Lake	612	1
Lake Bellaire	593.0	1
Clam Lake	591.5	1
Torch Lake	590.6	2

All of the flood plain elevations are in NGVD 1929 datum and were obtained from the Michigan Department of Environmental Quality. The published elevations for the new benchmarks will also be in NGVD 1929 datum.

The benchmarks will be an eight to twelve foot long aluminum rod set in a covered box. The monument will be highly resistant to fluctuations caused by ground swell and movement. The enclosed diagram, copied from the manufacturer Berntsen Monuments, shows what the monument looks like.

The benchmarks set in Alden and Torch Lake Village will be bronze caps set in the concrete piers. These structures are large enough that they are resistant to fluctuations caused by freeze/thaw cycles, and their location allows for convenient use.

The estimated time breakdown is as follows:

Approximately 40 hours collecting GPS observations at each location. (4 hours per monument on two separate days, at different times, for a total of 8 hours at each location) This time estimate is the same as our previous estimate which included more monuments. This is because more research has been done by our company on the accuracy to be expected by GPS observations. For these monuments to be useful, we need to collect data at the same location on two separate days at different time, once in the morning and once in the afternoon for instance. This allows for a comparison of the results achieved and will show if the data is good enough to be used for the intended purpose. In addition,

we will run conventional level loops from existing National Geodetic Survey benchmarks while the GPS is operating. These benchmarks vary in distance from the benchmarks we will be setting from less than a quarter of a mile to over a mile. This will give us one more check on the accuracy of our data.

Approximately 10 hours setting monuments. (2.0 hours per monument)

Approximately 6 hours managing the data and creating Benchmark tables and descriptions.

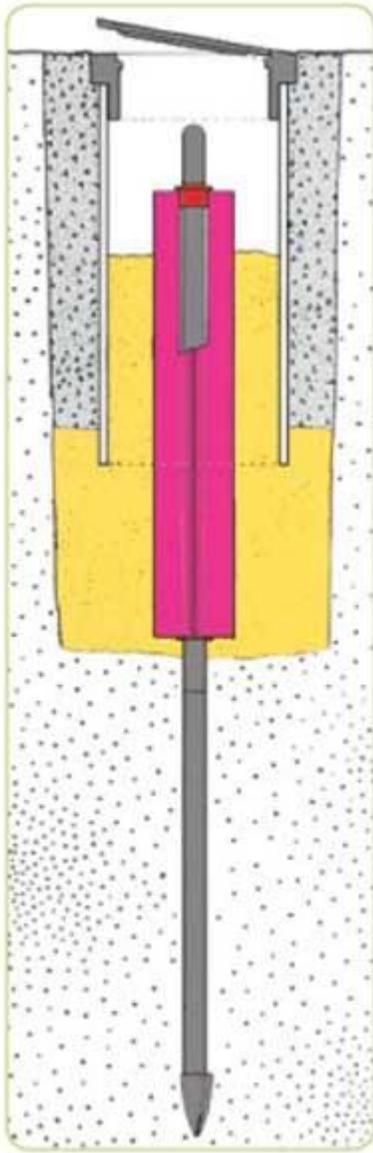
It should take about 2 weeks to finish this project.

Part Number	Part Description	Cost per Unit	# needed	Cost
MDA	Manual Driving Adapter	97.00	1	97.00
BMAC6	Recessed Monument Cover	62.00	3	186.00
N/A	Schedule 40 6" PVC Pipe	80.00 per 20 feet	1	80.00
TSS3-B	Plastic Finned Sleeve	16.00	3	48.00
MHDRDP1	3/4" X 2" Domed Datum Point	11.00	3	33.00
MHDRR4	3/4" X 4' Aluminum Rod	16.00	9	144.00
DSLKM	Disk-Lock Washers	2.00 pair	6	12.00
MHDR12	Aluminum Spiral Point	5.00	3	15.00
TSS Grease	Bel Ray No Tox Grease	11.00 tube	2	22.00
UV6800	Adhesive Caulk	15.00 tube	1	15.00
N/A	70# Tube Sand	6.00	3	18.00
CD2BL	2" Leveling Mark	20.00	2	40.00
	Rental of Digital Level	300.00 per week	2	600.00
Total				1310.00
Labor Cost				7000.00
TOTAL				8310.00

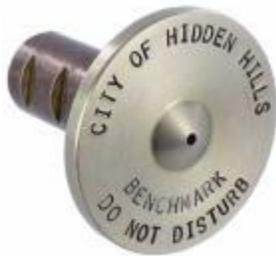
Respectfully Submitted:

Scott Papineau, P.S.

Diagram of Monument set in the Ground



Bronze Cap to set in Existing Structure



10-04-07

ORDINANCE #1 OF 2007
Amended _____
BARNES PARK ORDINANCE

The County of Antrim does hereby ordain:

ARTICLE 1

1.01 PURPOSE

The Board of Commissioners of the County of Antrim has determined that Barnes Park shall be used for camping, hunting and other recreational purposes. This ordinance is to regulate the use, development and management of Barnes Park.

1.02 PROPERTY DESCRIPTION

Barnes Park is located in Torch Lake Township, Antrim County, comprised of the following lands:

The NW ¼ of the SE ¼ of the SE ¼
 The North 132 Feet of the SW ¼ of the SE ¼ of the SE ¼
 The SW ¼ of SW ¼ of SE ¼
 The East ½ of the SW ¼ of the SE ¼
 The NW ¼ of SE¼
 Government Lot 2 except the South 15.63 acres
 The SW ¼ of the NE ¼
 All being in Section 1, Town 31 North, Range 9 West.

1.23 DEFINITION

1.023.A1 “Camp unit” means any of the following

1.023.-A1.A The erection of a tent

1.023.-A1.B The opening or setting up of a tent-type camper

1.023.-A1.C The parking and occupancy of a RV, travel or house trailer.

1.023.-A1.D Sleeping in any type of motor vehicle, sleeping bag or sleeping in any other manner between the hours of 11 p.m. and 6 a.m. This shall not include a person sleeping in a sleeping bag if the person is included in the number of registered guests.

~~**1.023.B** “Camp site area” means that area of Barnes Park which a camp unit is permitted and which has a 450-foot buffer zone around the area.~~

~~**1.023.€2** “Camp site” means the individual permitted site.~~

ARTICLE 2

2.1 PROHIBITED USES

On lands within Barnes Park, it is unlawful for a person or persons to do any of the following:

- 2.1.1** To enter, use, or occupy part of the park for any purpose when they are posted against entry, use, or occupancy.
- 2.1.2** To camp without a camping permit issued by the County or to exceed the number of registered guests for the campsite.
- 2.1.3** To camp other than at a designated campsite.

- 2.1.4 To place more than one (1) camping unit per camp site, without permission of park staff. Each camping unit above one (1) shall be charged an additional campsite fee.
- 2.1.5 To leave a camp site unoccupied, without permission of park staff, for more than a 48-hour period after the camp is established. A campsite is considered to be occupied if at least 1 member of the camping party is in attendance during the nighttime hours.
- 2.1.6 To camp for more than fifteen (15) consecutive nights, nor more than a total of thirty (30) nights per calendar year.
- 2.1.7 To permit any grease, oil or other liquid waste to be discharged upon the ground or to dispose of it into any container within the Park unless specially designated for such purpose.
- 2.1.8 To ride a bicycle of any kind, except on paved and nonpaved roads, parking lots, and designated bicycle trails.
- 2.1.9 To peddle or systematically solicit business of any nature; distribute or post any handbills or other advertising matter; post signs; paint or otherwise mark any tree or rock on any lands, waters, structure, or property.
- 2.1.10 To use a loudspeaker, public address system, or sound-amplifying equipment of any kind, except for an electronic game-calling device that is lawfully used while hunting, or to operate a motor, motorboat, motor vehicle, generator, radio, television, or any other device in a manner that produces **unreasonably** excessive noise, or creates noise that **unreasonably** disturbs or annoys another person **at any time, day or night**. The hours between 11:00 p.m. to 6:00 a.m. are designated as "Quiet Hours" and no person shall operate any of the before mentioned items or create any noise in a manner that could be heard beyond the campsite being occupied.
- 2.1.11 To engage in any violent, abusive, loud, boisterous, vulgar, lewd, or otherwise disorderly conduct, or to lounge, sit, or lie upon walks, stairs, roads, or paths obstructing the free passage of another person.
- 2.1.12 To destroy, damage, cut, mutilate, burn, move, remove or deface any County property, signs, markers or notices.
- 2.1.13 To obstruct any road or trail in a manner that hinders public access to the lands.
- 2.1.14 To destroy, damage or remove trees, shrubs, wildflowers, planted grasses, or other vegetation without first obtaining proper written permission. This subdivision does not apply to picking and removing mushrooms, berries and edible fruits or nuts for personal use.
- 2.1.15 To remove any picnic table from a campsite or to move any picnic table from one location within the park to another location within the park without permission of the park ~~ranger~~ **manager**.
- 2.1.16 To carry or have in his or her possession a firearm, ~~unless unloaded in both barrel and magazine; to shoot an air gun, gas gun, spring-loaded gun, or slingshot; or to shoot with a bow and arrow or crossbow, except during established hunting seasons on lands designated open to hunting~~ in violation of federal or state law; **to shoot an air gun, gas gun, spring-loaded gun, or slingshot; or to shoot with a bow and arrow or crossbow, except during established hunting seasons on lands designated open to hunting.**
- 2.1.17 To build fires, except in designated places or except in stoves or grills that are approved by the park ~~ranger~~ **manager** and operated in a manner that will damage or burn park property; **to build any fires within the park, when, due to conditions, fires have been prohibited by park manager. Park manager shall**

post notice of any fire prohibition at the park office & other locations he or she deems appropriate.

- 2.1.18** To build any fire upon the beach.
- 2.1.19** ~~To build any fires within the park, when due to conditions, fires have been prohibited by park manager.~~ ~~To build any fires or light, use, launch, or otherwise ignite any fireworks, when due to weather conditions, fires have been prohibited by the park manager.~~ ~~The park manager shall post notice of any fire prohibition at the park office and other locations he or she deems appropriate.~~ To use or ignite fireworks. "Fireworks" include Chinese lanterns or similar devices, as well as all definitions included in the Michigan Fireworks Safety Act, PA 256 of 2011, being MCL 28.451, *et seq.*
- 2.1.20** To trench around any camping unit or any camp site for any purpose.
- 2.1.21** To place or burn garbage in a fire ring or stove, or bury refuse, rubbish, trash, or garbage, regardless of its origin.
- 2.1.22** To dump, place, throw or leave or cause or permit the dumping, placing, throwing or leaving of litter in any area of the park or waters, except in containers provided, deposit refuse or waste material originated outside the park in a receptacle provided for park use; or place or burn garbage in fire ring or stove.
- 2.1.23** To dispose of any fish cleanings in any park receptacle without first placing them in a plastic bag and securely tying bag closed.
- 2.1.24** To hold events including, but not limited to, races, endurance contests, tournaments, ~~or~~ trail rides, ~~or exclusive use of the pavilions~~, unless the events are conducted pursuant to a permit. The permit may include a charge to the sponsor or permittee for the use of the land. ~~The permit may also require an indemnification agreement by the sponsor or permittee.~~ An event ~~or pavilion use~~ may require a performance bond to insure permit compliance and may require public liability insurance. The County may waive the requirement for a permit for events ~~or pavilion uses~~ where the number of participants is 20 or more individuals if the County determines that the event will not require additional County oversight and the event will have a minimal impact on the use of the lands by others.
- 2.1.25** To enter or remain in the campground between the hours of 11 p.m. and 6 a.m. unless person is a lawfully registered occupant. A person shall not enter or remain in a day-use area between the hours of 11 p.m. to 6 a.m.
- 2.1.26** To operate any motor vehicle, except on designated roads and parking areas, or operate a motor vehicle on a park road or parking area at a speed in excess of 15 miles per hour or as otherwise posted, in an unsafe manner or as to disobey traffic signs.
- 2.1.27** To walk into, or drive a vehicle into or through a campsite. This provision does not apply to registered campers and their vehicles or to persons legitimately visiting a specific registered camper.
- 2.1.28** To allow a dog or other animal within water or area designated as a bathing beach or in any other water area used for swimming or wading; to bring a dog, except leader/assistance dogs, or other animal into an enclosed park building or leave a dog or other animal unattended at any time; to permit a dog or other animal to run loose unless the dog is being used in hunting, or in field trials, or while being trained, when upon lands open to such uses; or to fail to properly control a dog or other animal or create a disturbance. Any dog found not in the possession of, or under the immediate control of its owner or the owner's agent,

- or any dog creating a nuisance or disturbance, may be removed from the park.
- 2.1.29 To possess a dog or other animal unless upon a leash that is not more than 6 feet in length. This provision does not apply to a dog being used for hunting, or in field trials, or while being trained, when upon lands open to such uses.
 - 2.1.30 To ride or lead a horse, pack animal, or other riding animal, or any animal driven vehicle on any area, except on roads that are open to the use of motor vehicles, trails, bridle-paths or areas designated for such use by the County.
 - 2.1.31 To operate any minibike, trail bike, ORV or snowmobile within the campground.
 - 2.1.32 To store or leave any boat, trailer, tent or camping equipment in the park without first obtaining proper written permission. This subdivision does not apply to registered campers using the campground facilities during such time as they are properly registered.
 - 2.1.33 To fail to supervise any children by their parents or guardians or by the person registering for the campsite while in the Park so that such child does not violate this ordinance.
 - 2.1.34 To refuse to depart the park after being required to do so by a park ranger staff or a law enforcement officer.
 - 2.1.35 To not clean up dog excrements.
 - 2.1.36 To violate any park rules established by the County.

ARTICLE 3

3.01 NOTICES

It is the responsibility of a user of the park to inform themselves of all current laws, ordinances, rules and regulations relevant to their use and activities in the park, however, as a convenience to users a copy or summary of Article 2 of this ordinance or any rules may be posted at the ranger station park office and/or a summary may be provided the camper at the time of registering. Information presented in such summary notice only represents some details relevant to use, and need not be a complete list of prohibited activity nor need not be as immediately updated as to current ordinance and rules. If a user has any questions or desires to verify the current ordinance or rules relating to possible activities, the user shall contact the park ranger staff or the County before engaging in those activities. Notice or posting under this provision or that such copy is not posted or provided, or has been removed, defaced, vandalized, or destroyed, shall not affect the enforceability of this ordinance, rule or order nor shall be a legal requirement to enforcement of the ordinance nor a defense to a violation.

ARTICLE 4

4.1 LIABILITY FOR VIOLATION, NOTICE OF CIVIL INFRACTION, HEARING, PROHIBITED USE OR ENTRY INTO PARK – PENALTIES EVICTION FROM PARK

- 4.1.1 A person who violates this ordinance is subject to a civil infraction citation.
- 4.1.2 A person to whom a camp site or other facility is rented is responsible for activities arising for operation, occupying of the camp site or other facility rented. A person who registered for a campsite or other facility as rented may be issued a civil infraction citation for activity rising for operation, occupying of the camp site or other facility rented and shall be liable for payment of the fine assessed for the infraction. In the case of a violation arising from the use of a vehicle, unless the owner can furnish evidence that the vehicle was in the

custody, care, or control of another person, the owner of the vehicle shall be liable for payment of the fine assessed for the civil infraction. The registered owner of the vehicle shall provide such evidence in a sworn affidavit, under penalty of perjury, setting forth the name, driver's license number, and address of the person who leased, rented, or otherwise had care, custody, or control of the vehicle.

4.1.3 A person may be issued a civil infraction citation either in person or by first class mail to the name and address of the registered owner of the vehicle, to the name and address of person who registered for use of the camp site or other facility or in all other cases to the name and address of the person violating this ordinance.

4.1.4 A person who receives a civil infraction citation may request a hearing as provided in Ordinance 02-2003.

4.1.5 Violation of this ordinance may result in revocation of permission to remain in the park and/or removal from the park with a forfeiture of all fees paid. A person who is removed, evicted or leaves the park at the request of the park staff or law enforcement office shall not be permitted to use or enter any part of the park for a period of 30 days. This provision shall not limit the County's right to further prohibit use or entry into the park or upon County property.

4.1.6 A person who violates any section of this ordinance, rule or order shall, in accordance with M.C.L.A. 46.10b and M.C.L.A. 600.8701 et. seq., be deemed responsible for a municipal civil infraction, punishable by a fine of not more than \$500.00.

4.1.7 In addition to any other penalty prescribed by law, violation of any of rules/ordinance may result in the revocation of a camping permit or use permit or eviction from the park including the day use area or both.

4.2 VIOLATION OF STATE LAW

Nothing in this ordinance shall prohibit or limit prosecution under State Law when an activity may violate both this ordinance as well as State Law.

4.3 PERSONS EXEMPT

County employees acting in the line of duty and persons performing specific acts or conducting activity authorized by written permission are exempt from this ordinance.

4.4 ENFORCEMENT

The park manager, any peace officer, law enforcement officer or conservation officer may enforce this ordinance and may issue municipal civil infraction citations.

ARTICLE 5

5.01 RULE MAKING

The Board of Commissioners, by a majority of elected members, may promulgate rules for the use and occupancy at Barnes Park.

ARTICLE 6

6.01 SAVING CLAUSE

The provisions of this ordinance are hereby declared to be severable and if any clause,

sentence, word, section, or provision is declared void or unenforceable, for any reason, by a court of competent jurisdiction, the remaining portions of said Ordinance shall remain in force.

ARTICLE 7

7.01 EFFECTIVE DATE

This Ordinance shall take effect upon publication of notice of adoption.

The Antrim County Board of Commissioners approved the Barnes Park Ordinance on October 11, 2007.

For an official copy of the Barnes Park Ordinance, please contact the Antrim County Clerk's Office.

DRAFT

**Tenurgy
Consulting Services Agreement**

This Agreement is made and executed on this ____ day of _____, 2016, by and between _____, (hereinafter "Client"), (Corporate Headquarters) and Tenurgy, LLC (hereinafter "Tenurgy"), a Michigan limited liability company, of 215 W. Mitchell, Petoskey, MI 49770.

1. **Services to be Performed.** Tenurgy is engaged in the business of auditing and analyzing utility costs and other business operating expenses, including , but not necessarily limited to, telecommunication costs, natural gas, electric, water, sewer and trash removal services ("utility costs"). Tenurgy will review and analyze Client's past billings and also monitor future billings for utility costs and other expenses and make recommendations to the Client to reduce the client's utility costs. Tenurgy agrees to identify potential savings and refunds and if applicable, make recommendations for Client to realize the identified savings/refunds. In Clients sole discretion, Tenurgy further agrees to assist with implementing any identified savings and/or refunds.

2. **Materials.** Tenurgy will furnish all the materials, equipment and supplies used to provide the services required by this Agreement.

3. **Scope of Services.** Tenurgy shall analyze the following utility and telecommunication service providers:

Electric ()	Telecommunications ()	Waste / Trash ()
Natural Gas ()	Water / Sewer ()	Other () _____

Client may exclude a current utility savings initiative. The following current utility savings initiatives are excluded under this Agreement:

4. **Compensation.** In consideration for the services performed by Tenurgy, Client agrees to pay Tenurgy 50% of all activated & realized savings, reductions, credits and/or refunds realized by client from any Utility Provider and/or service provider during the term of this agreement, except for Excluded Utilities. Savings and reductions will be based upon the difference between the per unit charge in effect for each utility at the date of execution of this agreement plus any subsequent increases or decreases to the per unit charge for the month prior to the date of invoice.

5. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue for a period of 36 months. This Agreement may be extended or renewed by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time in which Tenurgy renders services for the Client.

6. **Terms of Payment.** Tenurgy will generate an invoice when savings/refunds are actually realized by Client. Each month for a period of thirty-six (36) months, which shall commence on the date savings are first realized by the client on each utility, Tenurgy will submit an invoice to the client indicating the savings, reductions, credits and refunds on which its 50% fee is based. The Client shall pay each invoice within 30 days of the date of invoice. In the event the Client fails to pay in a timely manner, Client shall pay any and all costs of collection, including but not limited to reasonable attorney fees and court costs.

7. **Confidentiality.** Tenurgy will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's written permission

except to the extent necessary to perform services on the Client's behalf. Proprietary or confidential information includes

- a. The written, printed, graphic or electronically recorded materials furnished by Client for Tenurgy's use;
- b. Business plans, operating procedures, trade secrets, design formulas, processes computer programs and inventories, discoveries, and improvements or any kind; and
- c. Information belonging to customers and suppliers of the Client about whom Tenurgy gained knowledge of as a result of Tenurgy's services to Client. Tenurgy shall not be restricted in using any material that is publicly available, already in possession, or known to Tenurgy without restriction, or that is rightfully obtained by Tenurgy from sources other than Client. On termination of Tenurgy's services to Client, at the Client's request, Tenurgy shall deliver all materials in possession relating to the Client's business.

8. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan. Tenurgy shall not be responsible for any actions by a utility provider or vendor or any damages incurred by Client. Tenurgy shall indemnify and hold harmless Client, its elected officials, board members, officers, employees, agents, and representatives from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the services performed by Tenurgy under this Agreement.

9. **Notice.** Any notice which is to be provided pursuant to this agreement must be in writing and may be (i) personally delivered or (ii) transmitted via United States Postal Service by certified mail. All such notices shall be forwarded to the parties at the respective locations set forth above or such other locations that may be designated in writing by either party hereto.

10. **Exclusive Agreement.** The undersigned acknowledges and represents that he/ she has the authority to bind the client and is authorized to sign this agreement on behalf of the Client. Tenurgy shall not be responsible for any actions by a utility provider or any consequential damages incurred by Client. This agreement shall be binding on the respective successors and assigns of the Client and Tenurgy, including mergers, consolidations and acquisitions.

Signatures:

Dated: _____, 2016

CLIENT:

By:

Its:

Address: _____

Phone: _____

Fax: _____

EIN: _____

Email: _____

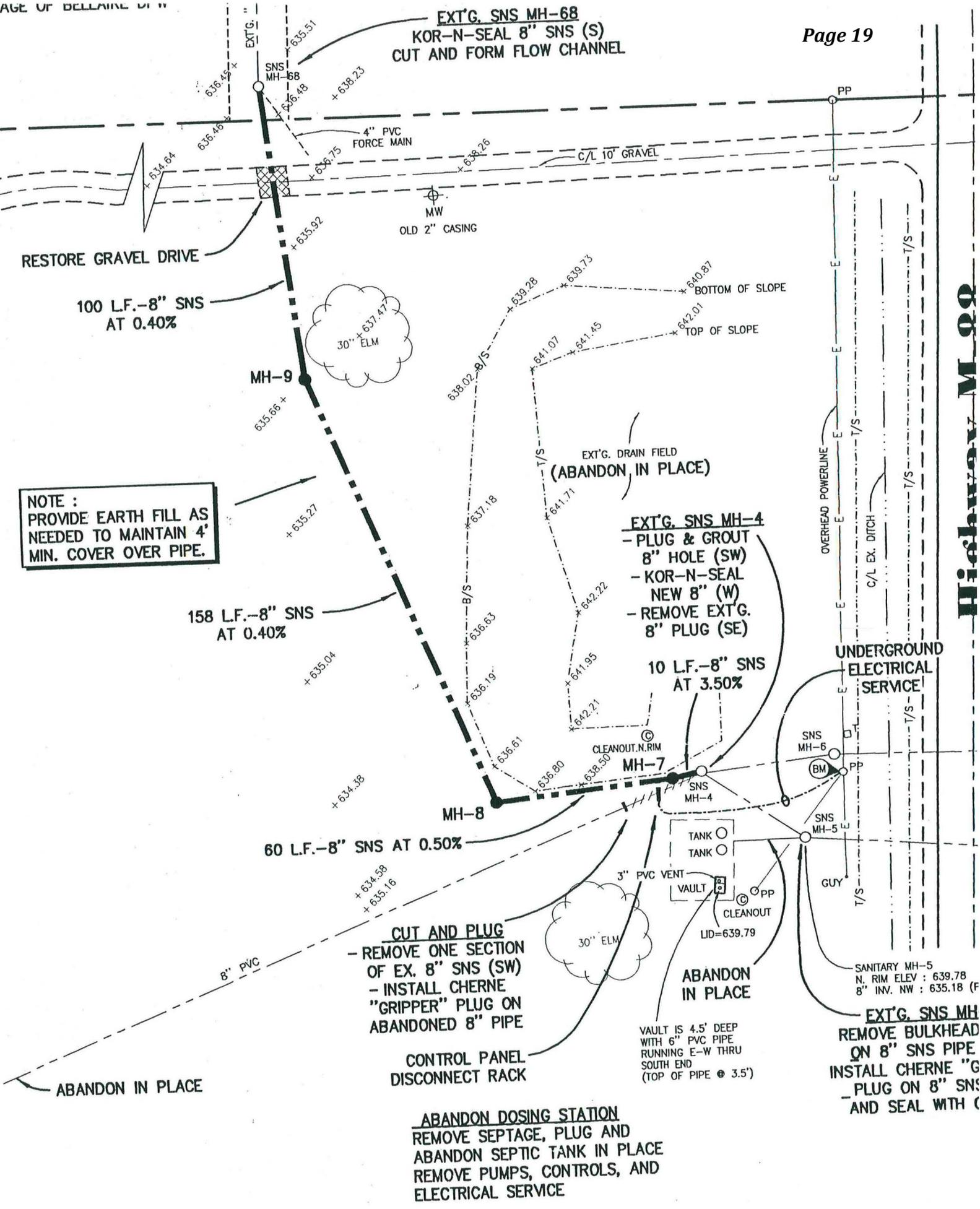
TENURGY

Dated: _____, 2016

By: Michael J. Harrington

Its: Managing Member

Highway M-99



BELLAIRE



bellairechamber.org

PO Box 205, 308 E. Cayuga
Bellaire, MI 49615; 231-533-6023

www.bellairechamber.org info@bellairechamber.org

February 29, 2016

Peter Garwood/ Sheryl Guy
Antrim County Coordinator/Planner
P.O. Box 187
Bellaire, MI 49615

Dear Peter & Sheryl,

We are planning several events for 2016 for the Bellaire Chamber of Commerce. We are writing to request permission to use your facilities for the following events.

29th Annual Rubber Ducky Festival
August 20, 2016 from 10-4 pm

- 1. Electrical Plug-In in Large Garage on Broad St.**
We are requesting permission for the Chamber of Commerce and "Great Lakes Bounce" Inflatable Company to use the Large Garage on Broad St. for an electrical plug-in from 9am-5pm. David Vitale and Steven Nevers were very helpful and supported us by providing a key to open the garage for "Great Lakes Bounce."
- 2. Courthouse Lawn**
We are requesting the use of the entire Court House lawn, again, this year for the show from 6 am – 5 pm. Also, we would like to request that an extra trash container be placed in front of the Court House, for the Public's use and the Lawn Sprinklers be turned off Friday August 19 and Saturday August 20, 2016.

18th Annual Harvest Festival & Scarecrow Extravaganza
September 24, 2016 from 10 – 6 pm

- 1. Food Pantry Parking Lot**
We are requesting the use of the Food Pantry parking lot & electricity for our entertainment trailer (stage). Last year we received permission from the food pantry to use their electric and will request the same for 2016.
- 2. Courthouse Parking Lot**
The use of the Courthouse parking lot and grassy area west of the lot for the kids bouncers (provided by Great Lakes Bounce, proof of insurance to be provided closer to the event.) We also request that sprinklers be turned off Friday September 23 and Saturday September 24, 2016.

Last year's events went very well. We are hoping to get permission with this letter this year, because all the events are the same as last year. Thank you for all your support.

Sincerely,

Rachel Krino
Assistant Director
Bellaire Chamber of Commerce

Schrader, Tina

To: Deb Freed
Subject: RE: North Country CMH request to display traveling art show in May at Antrim County Building

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

From: Deb Freed [mailto:dfreed@norcocmh.org]

Sent: Wednesday, March 30, 2016 7:31 AM

To: Schrader, Tina

Cc: deb@freedcommunications.com

Subject: North Country CMH request to display traveling art show in May at Antrim County Building

Hi Tina. Very nice to meet you yesterday and thank you for your help in explaining how to request use of the Antrim County Building. We hope you can use this email as a formal request.

Just as in the fall of 2014, North Country CMH would like to set up the statewide traveling art show, Creative Minds Changing Minds, sponsored by the Michigan Association of Community Mental Health Boards, in the Antrim County Building from Thursday, May 5 until Thursday, May 12.

May is Mental Health Month, and this show is brand new – in fact, the Antrim County Building would be its very first venue statewide. There are approximately 30 easels and artworks professionally framed, including a very interesting piece, painted on glass, from a gentleman from the North Country CMH service area.

More information on the show is here: <https://macmhb.org/about-us/art-show>

The show will travel around the state for the next two years, and the tour has two goals: 1) to help de-stigmatize mental illness, intellectual\developmental disabilities and substance use disorders by showcasing the talents of people who use CMH services; and 2) to highlight the recovery potential of the arts.

Please let me know if you have any questions or need further information.

Many thanks!

Deb Freed
231-499-0313 cell

CONFIDENTIALITY NOTE: This message may contain information that is privileged or confidential. As such, if you are not the intended recipient, please delete this message without retaining, distributing or copying all or any portion of its contents and notify us immediately of your receipt by return message to the sender or by calling our office at 231-439-1268. Thank you in advance for your assistance.