

Buildings, Lands & Infrastructure Committee

Ed Boettcher

Chuck Johnson, Chairman

Bryan Smith

October 27, 2016

To: Buildings, Lands & Infrastructure Committee
From: Pete Garwood, County Administrator
Re: Meeting Notice

The Buildings, Lands & Infrastructure Committee will meet on

Tuesday, November 1, 2016 at 9:00 a.m.

in Room 211 – 2nd Floor, Antrim County Building
203 E. Cayuga Street, Bellaire, MI 49615

Agenda:

- 9:00 a.m. Public Comment
- 9:01 a.m. Building Department Update – *attached pg. 2* – Mark Haynes
- 9:15 a.m. Soil Erosion Control (SEC) Update – *attached pgs. 3-4* - Heidi Shaffer
- 9:30 a.m. Forestry Update – Mike Meriwether
- Trust Fund Grant Application
- 9:45 a.m. Parks Update – Eileen Wallick
- 10:00 a.m. Operator of Dams Update – Mark Stone
- 10:15 a.m. GRNA Update – Haley Breniser
- 10:30 a.m. Grass River Natural Area – *attached pgs. 5-7* - Lori Sak
- 10:45 a.m. Maintenance Update – Dave Vitale
- 11:00 a.m. Nifty Thrifty Lease – *attached pgs. 8-14* – Pete Garwood
- 11:15 a.m. Jump Easement – *attached pgs. 15-17* - Janet Koch
- 11:30 a.m. Glacial Hills Timber Sale – *attached pgs. 18-21* - Pete Garwood
- 11:45 a.m. Forestry Ordinance Amendment – *attached pgs. 22-32* – Pete Garwood
- 12:00 p.m. Bids – *attached pgs. 33-36* – Janet Koch
- 12:10 p.m. Various Matters
- 12:15 p.m. Public Comment

If you have any questions, are unable to attend this meeting, or wish to attend this meeting and require special assistance, please contact the Administration Office, P.O. Box 187, Bellaire, MI 49615; email countyadmin@antrimcounty.org; 231-533-6265. Thank you.

B L I COMMITTEE**September, 2016**

Finance: Aug Income: \$56935.00 Expenses: \$30580.48

Sep Income: \$53031.00 Expenses: \$40793.40

PERMITS SOLD

	2015	2016	Difference
Jan	87/\$17,928.00	113/\$22011.00	+26/+\$4083.00
Feb	96/\$21,456.00	114/\$24701.00	+18/+\$3245.00
Mar	109/\$26,767.00	138/\$28177.00	+29/+\$1410.00
Apr	139/\$34,521.00	148/\$41734.00	+09/+\$7213.00
May	170/\$48,184.80	204/\$46,016.00	+34/- \$2,168.80
Jun	209/\$61,763.00	247/\$54,803.00	+38/- \$6,960.00
July	225/\$51,385.00	170/\$35,853.00	-55/- \$15,532.00
Aug	195/\$41,881.00	244/\$52,866.00	+49/+\$10,985.00
Sep	211/\$54,084.00	214/\$51,708.00	+03/- \$2,376.00
		TOTAL	+151/- \$100.80

Inspection Numbers:

	This Month	9 Months
Build Plan Rev:	4.6	2.79
Build:	9.85	7.30
Mech:	6.2	5.22
Plbg:	2.5	2.68
Elect:	5.8	5.26

Inspectors / Notes:

October 2016 Soil Erosion Report

Up to October 25, 2016																								
Township	Jan	\$	Feb	\$	Mar	\$	Apr	\$	May	\$	June	\$	July	\$	Aug	\$	Sept	\$	Oct	\$	Nov	\$	Dec	\$
Banks	0	\$0	0	\$0	0	\$0	1	\$50	2	\$150	1	\$1,515	2	\$150	0	\$0	1	\$50	1	\$150				
Central Lake	0	\$0	0	\$0	1	\$100	0	\$0	4	\$350	5	\$450	0	\$0	3	\$200	1	\$50	3	\$300				
Chestonia	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0				
Custer	0	\$0	0	\$0	0	\$0	0	\$0	2	\$445	0	\$0	0	\$0	0	\$0	0	\$0	1	\$150				
Echo	0	\$0	0	\$0	0	\$0	0	\$0	1	\$50	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0				
Elk Rapids	1	\$215	0	\$0	3	\$250	2	\$200	4	\$250	3	\$200	6	\$650	3	\$385	4	\$965	2	\$100				
Forest Home	1	\$50	1	\$50	1	\$50	0	\$0	5	\$300	1	\$100	5	\$695	8	\$400	5	\$400	3	\$425				
Helena	0	\$0	1	\$50	2	\$265	1	\$50	1	\$100	2	\$100	5	\$335	5	\$350	3	\$300	1	\$100				
Jordan	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$50	0	\$0	0	\$0	0	\$0	0	\$0				
Kearney	0	\$0	0	\$0	0	\$0	1	\$100	1	\$50	0	\$0	0	\$0	2	\$100	1	\$100	1	\$100				
Mancelona	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0				
Milton	1	\$50	1	\$100	3	\$200	1	\$50	7	\$600	3	\$150	9	\$685	12	\$1,400	11	\$950	3	\$200				
Star	0	\$0	0	\$0	0	\$0	0	\$0	6	\$350	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0				
Torch Lake	2	\$125	1	\$50	1	\$100	1	\$235	0	\$0	4	\$200	2	\$150	9	\$950	6	\$300	10	\$800				
Warner	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0				
total	5	\$440	4	\$250	11	\$965	7	\$685	33	\$2,645	20	\$2,765	29	\$2,665	42	\$3,785	32	\$3,115	25	\$2,325	0	0	0	0

Permits to date: 208

Revenue to date: \$19,640

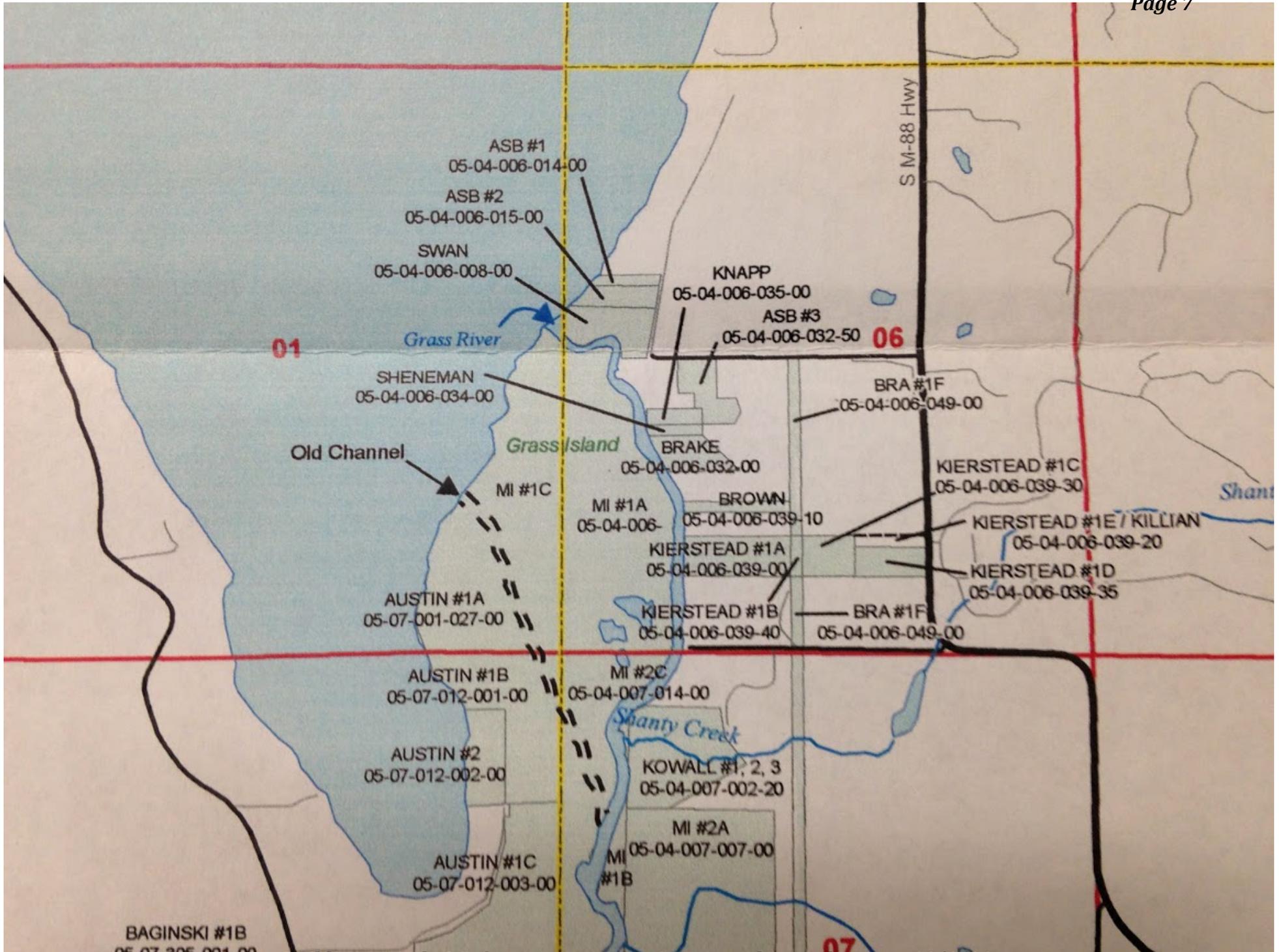
Permits 2013	Revenue 2013	Permits 2014	Revenue 2014	Permits 2015	Revenue 2015	Permits 2016	Revenue 2016
230	\$16,390	188	\$15,710	216	\$18,547	208	\$19,640

From: [Lori Sak](#)
To: [County Administrator](#)
Subject: GRNA maps
Date: Thursday, October 20, 2016 3:09:10 PM
Attachments: [GrassRiverParcels11x17.pdf](#)
[Map 1.pdf](#)

Hi Katie,

Attached are two maps that I'd like included in the BLI packet for the November 1, 2016 meeting. Thank you so much for your help.

...Lori Sak GRNA, Inc. Board Chair



Buildings, Lands & Infrastructure Committee agenda attachments - 11/1/16



Memorandum Administration Office

October 27, 2016

TO: Buildings, Lands & Infrastructure Committee

FR: Peter Garwood, County Administrator

RE: Nifty Thrifty Lease

I was contacted by Julie Palka regarding the recently approved lease agreement between Antrim County and Nifty Thrifty. As she was getting ready to sign it she noticed some language she felt uncomfortable with. As I understand it her concerns revolve around the following sentence from Article 6, *“All repairs and maintenance on the premises, equipment or any fixtures located thereon, regardless of the cause, shall be the responsibility of the LESSEE at its sole expense.”* Specifically, she is concerned about the highlighted and underlined part of the sentence above. She is also concerned that the lease does not make reference to the County carrying insurance on the building.

I informed Ms. Palka that because the agreement was approved by the Board of Commissioners I would not be able to unilaterally make changes. I also informed Ms. Palka she would have to sign the current agreement before the end of this month or we would have to close the store.

Attached you will find a communication from Ms. Palka outlining her concerns. Also attached, you will find a draft revised copy of the lease agreement with changes that will address Ms. Palka’s concerns. If you as a committee agree with the changes, please consider the following action:

Motion by _____ seconded by _____ to recommend the Board of Commissioners approve the proposed amendments to the lease agreement between Antrim County and Nifty Thrifty Shop, Inc. and the chairman of the Board of Commissioners be authorized to sign the amended lease agreement. Furthermore, as a result of this action, the lease agreement approved by the Board of Commissioners on October 13, 2016 is hereby considered null and void.

BLI Committee

On the afternoon of Tuesday, October 25th I was presented with a copy of the lease between Nifty Thrifty Shop and Antrim County. As this was the first time I had seen the proposed lease, I was reluctant to sign without a thorough examination. Upon reading the document I have some areas that I do not agree with and would like amended.

Article 6 regarding repairs and maintenance states that repairs to the building will be done at our expense regardless of cause. The phrase “regardless of cause” needs to be removed.

Also the major facilities concerning the roof and walls (basically the structure) should not be our responsibility. An act of god, act of nature or vehicular accident etc. could cause major damage that we should not be responsible for. The County’s MMRMA Structure Insurance should cover things of this nature.

Article 12 regarding casualty and liability insurance states what coverage we are responsible for yet makes no mention of the structure insurance that the County is responsible for.

I am signing the lease as presented under protest and ONLY in order to keep the doors of Nifty Thrifty open.

Thank you,

Julie Palka

Nifty Thrifty

LEASE
between
Nifty Thrifty Shop, Inc.
and
County of Antrim

THIS LEASE, entered into this 25th day of October, 2016 between the COUNTY OF ANTRIM, a governmental entity (hereinafter referred to as “LESSOR”) whose address is the Antrim County Building, 203 East Cayuga Street, P.O. Box 520, Bellaire, Michigan, 49615 and NIFTY THRIFTY SHOP, INC, a nonprofit Michigan Corporation (hereinafter referred to as “LESSEE”) whose address is P.O. Box 992, Bellaire, Michigan, 49615.

In consideration of the mutual and promises contained in this Lease, the parties agree as follows:

ARTICLE 1
TERM AND PREMISES

LESSOR hereby leases to LESSEE the following described premises, commonly known as the Maltby Building, for a period of five (5) years, beginning on October 31, 2016:

Lot 24; also the South 100 feet of Lot 25; all in Block ‘C’ of the Plat of the Village of Bellaire, Michigan.

LESSEE shall also have the option of extending the current lease for one (1) additional five (5) year period at the LESSOR’s discretion with ninety (90) days prior written notice.

ARTICLE 2
PURPOSE

LESSEE agrees to operate a retail thrift store, or other similar operation, on the premises.

ARTICLE 3
POSSESSION

LESSOR shall deliver possession of the leased property to LESSEE on the date this Lease is executed.

ARTICLE 4
RENT

The LESSEE shall pay to the LESSOR as rent consideration for the leased premises at the rate of One and 0/100 dollars (\$1.00) per year, payable annually in the month of October.

ARTICLE 5
ALCOHOL PROHIBITED

LESSEE agrees that no alcoholic beverages or intoxicants of any kind may be possessed or consumed on the premises by any person. LESSEE further agrees that neither its officers, directors, members, employees, volunteers, invitees, visitors, guests, nor participants in sponsored events, shall possess or consume or permit any other person to possess or consume any alcoholic beverages or intoxicants of any kind on the premises. A violation of this section shall be grounds for immediate termination of this Lease.

ARTICLE 6
REPAIR AND MAINTENANCE

LESSEE shall maintain the premises in, at a minimum, as good a condition as it is on the date that possession is given to LESSEE, reasonable wear and tear accepted. All repairs and maintenance on the premises, equipment or any fixtures located thereon, ~~regardless of the cause,~~ shall be the responsibility of the LESSEE at its sole expense. The repair of major facilities such as heating, lighting, plumbing, the roof and the four outer walls of the premises and the sidewalks and parking area on the premises shall also be the duty and responsibility of the LESSEE during the term of this Lease.

ARTICLE 7
IMPROVEMENTS

LESSEE, at its sole expense may, with the prior written consent of LESSOR, make any improvements to the premises that it deems necessary. All work shall be done in a good and workmanlike manner and in accordance with all applicable laws, ordinances, and codes. If any improvements are made by LESSEE, the improvements shall become and remain part of the property upon the expiration of this Lease.

ARTICLE 8
UTILITIES

LESSEE shall be responsible for payment of all utilities and shall see that those payments are made before any liens attach to the premises for nonpayment; this shall include waste removal.

ARTICLE 9
SNOW REMOVAL

LESSEE shall be responsible to keep the premises, including the parking area, sidewalks, and all entrances and exits free from unreasonable accumulations of ice and snow.

ARTICLE 10
LAWN MAINTENANCE

LESSEE shall be responsible for all lawn maintenance on the premises, including the mowing of grass, raking of leaves, and trimming of vegetation.

ARTICLE 11
INDEMNIFICATION

LESSEE shall indemnify and hold harmless LESSOR, their public officials, officers, board members, successors, assigns, agents, servants, employees, and insurance companies from any damages, legal fees or expenses, awards, demands, rights, causes of action, including but not limited to, causes of action for contribution, indemnification, or recovery of any liens of any kind or nature, losses, claims and actions which may, do, or shall arise out of or grow out of the LESSEE'S use or occupancy of the leased premises. This provision shall apply to any and all claims by LESSEE, its directors, officers, agents, servants, employees, volunteers, successors or assigns.

ARTICLE 12

CASUALTY AND LIABILITY INSURANCE

- A. *LESSOR shall keep the building in which the leased premises are located insured against loss or damage by fire and other hazards covered by customary insurance coverage in the amounts determined by LESSOR.* LESSEE shall procure at its own expense liability insurance covering LESSOR with public liability insurance and property damage insurance in the sum of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00). The insurance policy shall include an endorsement stating the following shall be Additional Insureds: The LESSOR, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the LESSOR as additional insured, coverage afforded is considered to be primary and any other insurance the LESSOR may have in effect shall be considered secondary and/or excess.
- B. The insurance policy shall carry an endorsement requiring that LESSOR shall be given 10 days written notice before any change in or any cancellation of the policy. LESSEE shall keep all such insurance in force during the term of this Lease and deliver a copy of all such policies to LESSOR. If LESSEE fails to comply with this provision, then the LESSOR may, in addition to treating LESSEE'S failure to obtain or maintain the required insurance as a breach of this Lease, procure such insurance and charge the expense thereof to LESSEE.

ARTICLE 13

WASTE AND NUISANCE

LESSEE shall not commit, or cause to be committed, any waste on the premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the premises.

ARTICLE 14

DEFAULT

A default shall be deemed to have occurred if LESSEE breaches any provision of this Lease and such breach continues for thirty (30) days after receipt by LESSEE of written notice of the breach. If any default as specified herein occurs, LESSOR shall have the right to re-enter the premises and regain possession or to take such other action as permitted by law.

ARTICLE 15

TERMINATION

Either party may terminate this Lease by giving the other party ninety (90) days written notice of termination.

ARTICLE 16

MISCELLANEOUS

- A. The premises covered by this Lease shall not be used for any unlawful purpose.
- B. LESSEE shall abide by all federal, state and local laws in respect to the operation of any activity on the premises and in respect to the manner in which they use the premises.
- C. On LESSOR's written approval, LESSEE may at its sole expense erect or cause to be erected one (1) outdoor sign advertising the activities and/or organizations using the premises. The sign shall be in compliance with all governmental regulations and be harmonious in size, style, and content with those of any adjoining businesses.

- D. LESSEE agrees that if the interest created by this Lease shall be taken in execution or by other process of law or if the LESSEE shall dissolve, become bankrupt or insolvent, according to law, or any receivership be appointed for the business or property of the LESSEE, then this Lease may be cancelled at the option of the LESSOR.
- E. This Lease shall be binding upon the heirs, executors, personal representatives, successors and assigns of the parties.
- F. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.
- G. This Lease contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this Lease, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- H. This Lease shall be construed under and in accordance with the laws of the State of Michigan. Venue for any action brought under this Lease shall lie in Antrim County, Michigan.
- I. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any breach of the same or any other term, condition, or covenant contained herein.
- J. LESSEE shall not be allowed to reassign any or all portion of this lease agreement.
- K. The LESSEE shall not discriminate against any worker, employee, or applicant for employment because of race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, (except where requirements as to age is based upon a bona fide occupational qualification), or disability (that is unrelated to the individual's ability to perform duties of a particular job or position) pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliot-Larsen Civil Rights Act).

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

WITNESSES:

NIFTY THRIFTY SHOP, INC.

By: _____

Its:

**ANTRIM COUNTY
BOARD OF COMMISSIONERS**

By: _____

Michael Crawford

Its: Chairman



Memorandum Administration Office

October 27, 2016

TO: Buildings, Lands & Infrastructure Committee

FR: Janet Koch, Associate Planner JK

RE: New Easement Request

The following is from the draft minutes of the October 13, 2016 Board of Commissioner meeting: “Peter Garwood, County Administrator spoke on a proposal submitted to the Building, Lands and Infrastructure Committee from Don and Michelle Jump seeking permission for an easement from the County to cross County property for a drain field. Property is located on Brake Road and the land was owned by Grass River Natural Area and Grass River Natural Area deeded the property to the County. The Chairman directed the County Administrator to research the property, to include possible deed restrictions and referred the issue back to the Buildings, Lands and Infrastructure Committee.”

Casey Clement, Sanitarian for the Health Department, has since written a letter (see following) that states the unused drainfield that already exists on the County’s parcel—the northern field of the side-by-side fields in the parcel’s southeast corner (see following)—is a functional drainfield and is adequate to connect to a 3-bedroom home. Note: Ms. Clement has acknowledged that the parcel number on the letter should be 05-04-006-032-50.

It has been established that the parcel was not acquired through a Michigan Natural Resources trust fund grant. In addition, the parcel is not listed as part of the Forestry Ordinance and so is not restricted from sale or swap by the County. The Grass River Natural Area (GRNA) Board has been notified that there has been some discussion of selling the property; the GRNA’s Board opinion on this and the easement is likely to be communicated by either Haley Breniser, GRNA Executive Director, or a GRNA board member at the meeting.

If the Committee wishes to move forward with the easement, it seems reasonable to request that the Jumps pay for the creation of a legal description of the easement. However, for the Jumps to undertake that expenditure, it also seems reasonable for the Board of Commissioners to commit to approving the easement. To move forward, consider the following motion;

Motion by _____, seconded by _____, to recommend the Board of Commissioners approve an intent to establish a sewer utility easement across the County-owned parcel 05-04-006-032-50 for the purpose of connecting a home at 5713 Brake Road to the unused existing drainfield on the County’s parcel, with the cost of the easement’s legal description and recording fees to be paid by Don and Michelle Jump, and that the Board of Commissioners will make a final motion regarding the proposed sewer easement after receiving and reviewing the legal description.

At this point there has been no discussion concerning a cost to the Jumps for the easement itself. If the Committee wishes to include a recommendation regarding such a cost, it should become part of the above motion.



October 17, 2016

Administrative Office
220 West Garfield Ave
Charlevoix, MI 49720
231-547-6523
231-547-6238 Fax

Don Jump
PO BOX 1041
Bellaire, MI 49615

209 Portage Drive
Bellaire, MI 49615
231-533-8670
231-533-8450 Fax

Re: Evaluation of engineered drainfield located at 05-04-006-032-00, Brake Rd, Section 6, Custer Township, Antrim County

205 Grove Street
Mancelona, MI 49659
231-587-5052
231-587-5313 Fax

Dear Don Jump:

3434 M-119, Suite A
Harbor Springs MI 49740
231-347-6014
231-347-2861 Fax

An evaluation has been conducted on the above listed drainfield per your request. The evaluation was conducted to determine if the engineered drainfield located at the above referenced property was suitable to connect to, and utilize, for a new, three bedroom home located at 5713 Brake Road. The following observations were noted on-site:

95 Livingston Blvd
Gaylord, MI 49735
989-732-1794
989-732-3285 Fax

- The engineered drainfield was permitted in 2004 under permit #A04-505.
- The field is 30'x32', for a total of 960 square feet with roughly three feet of fill material.
- A borehole adjacent to the drainfield revealed sandy soil with seasonal high groundwater at 24 inches below grade.

Based upon the above reasons, it is the position of this agency that the engineered drainfield is adequately sized and properly isolated to groundwater to serve up to a three bedroom home. Prior to connection to the home located at 5713 Brake Road, this Department will need to verify that legally recorded easements are in place. In addition, a permit will be required to be issued for the installation of a 1000 gallon (minimum) septic tank and 500 gallon pump chamber located at the home. The tanks are required to be watertight and isolated at least 50 feet to all wells and 50 feet to Grass River.

Dental Clinics North
Administrative Office
220 West Garfield Ave
Charlevoix, MI 49720
231-547-5696
231-547-6238 Fax

If you have any questions concerning this matter, please contact this writer at the Bellaire office of the Health Department of Northwest Michigan.

Hospice of NW Michigan
220 West Garfield Ave
Charlevoix, MI 49720
800-551-4140
231-547-1164 Fax

Sincerely,

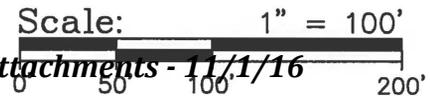
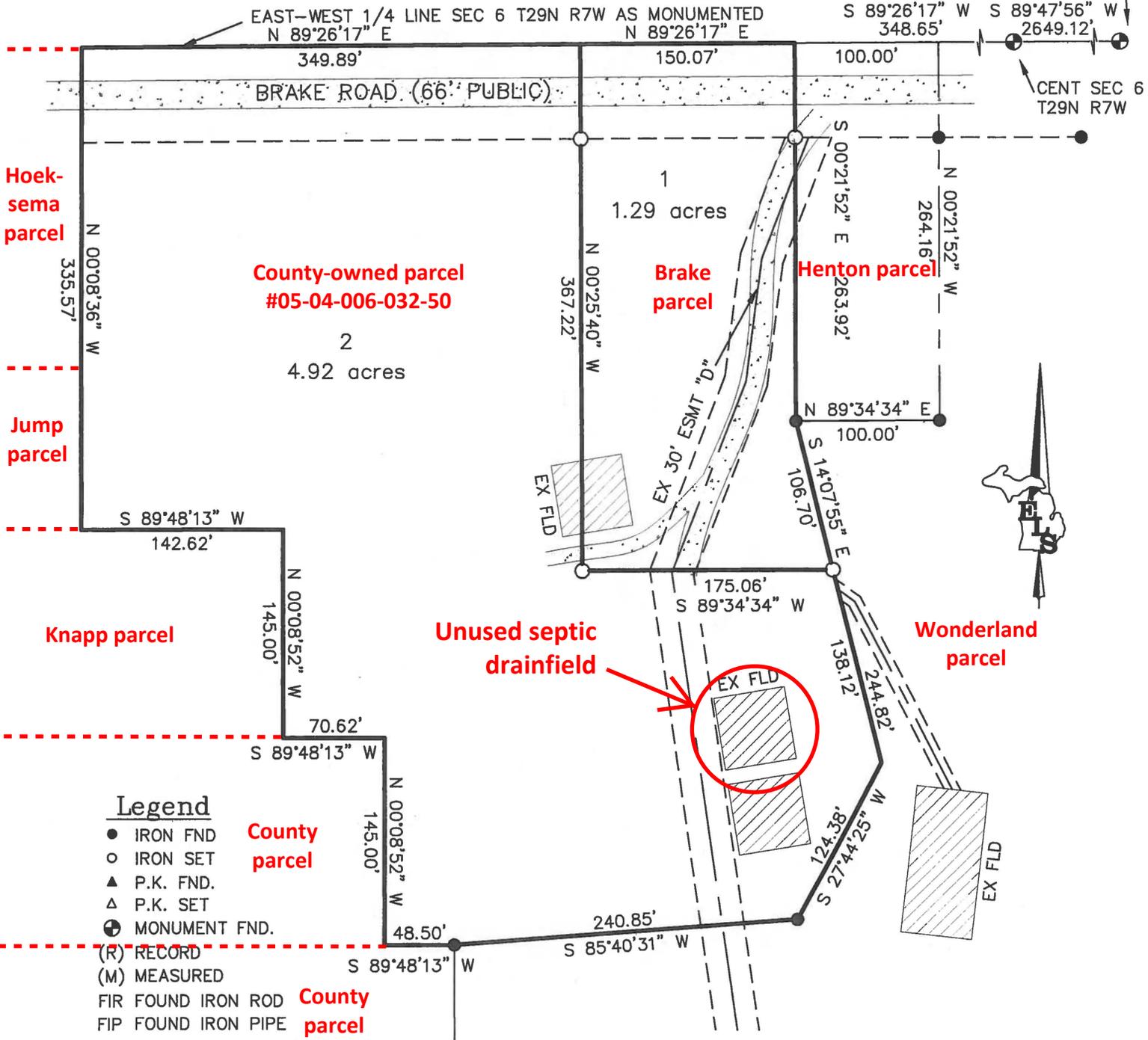
Casey Clement, REHS
EH Sanitarian

Northern Michigan Lab
95 Livingston Blvd
Gaylord, MI 49735
989-732-1794
989-732-3285 Fax

Cc: Antrim County Building Department
Custer Township Zoning

Certificate of Survey

E 1/4 COR SEC 6
T29N R7W





Memorandum Administration Office

October 28, 2016

TO: Buildings, Lands & Infrastructure Committee

FR: Peter Garwood, County Administrator

RE: Glacial Hills - Timber Sale

Attached you will find a communication from Mike Meriwether regarding a timber sale agreement with Fahl Forest Products. Mr. Meriwether originally requested a continuation of the original contract with Fahl for the timber cut completed on the adjoining Walt Kirkpatrick Forest in 2015. However, that timber cut was completed 1 ½ years ago and we have since developed a new contract template. Thus, we decided it was better to simply make this a new contract.

According to Mr. Meriwether this timber cut is very similar to the one approved for the Prince property, i.e. – it is a salvage cut with a minimum payment required. Because this type of cut is not very profitable for the vendor, and the vendor will be required to have a very specific type of equipment due to the topography and the trail system, Mr. Meriwether is requesting a sole source contract. The pricing will be the same as it was for the Walt Kirkpatrick Forest contract which is attached along with a site plan for the timber cut area.

The following motion is presented for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners authorize the Chairman to execute a timber sale with Fahl Forest Products on a portion of the County owned property known as the “Glacial Hills Pathway and Natural Area” with the attached pricing structure.

TINA
County Lands

FORESTRY
ANTRIM COUNTY COMMISSIONERS
GLACIAL HILLS / KIRKPATRICK FOREST

As you know we had completed a harvest within the Kirkpatrick Forest last year. That harvest addresses a 100 acres area and focused on removing dead ash, dying beech and improvement cutting. The project was contracted to Fahl Forest Products.

I would like to continue the salvage cutting of infected beech and declining ash trees on the Kirkpatrick forest area and the Glacial Hills property. It is my intent to utilize update the contract with Fahl Forest Products and amend it to include other selected areas that need to be address on the property. I would also amend the time frame of the contract.

The purpose for expanding the cutting operations is to utilize dead and dying ash and beech on the property. Reducing tree liabilities within the recreational area is also a management goal.

The Glacial Hills / Kirkpatrick Forest area contains biking trails, sensitive areas, and difficult topography that require specialized attention to equipment operations. The project is also time sensitive.

The following changes are recommended to the Timber Sales Agreement between Fahl Forest Products and the County:

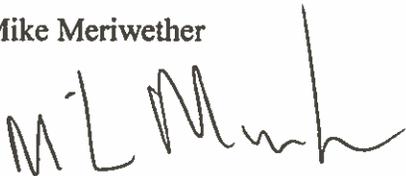
Map Amendment Exhibit B – Designating new harvest areas.

Location - Location has been defined as the Glacial Hills boundary west of Orchard Hill Road. See Resource Plan Map for description.

Removal of timber estimates – Do not have specific timber estimates. Conducting a cut and scale sale. Wood will be paid for based on established prices described in Section 5 of the timber sale contract (Payments). A minimum down payment of \$ 5,000.00 is required.

Section 6 Time – An amended two year expiration date has been established. The producer will not be allowed to harvest trees in the summer due to biking and hiking activities. Cutting dates will be November 1, 2016 – March 1 of 2017 and November 1 2017 – March 1, 2018.

Mike Meriwether



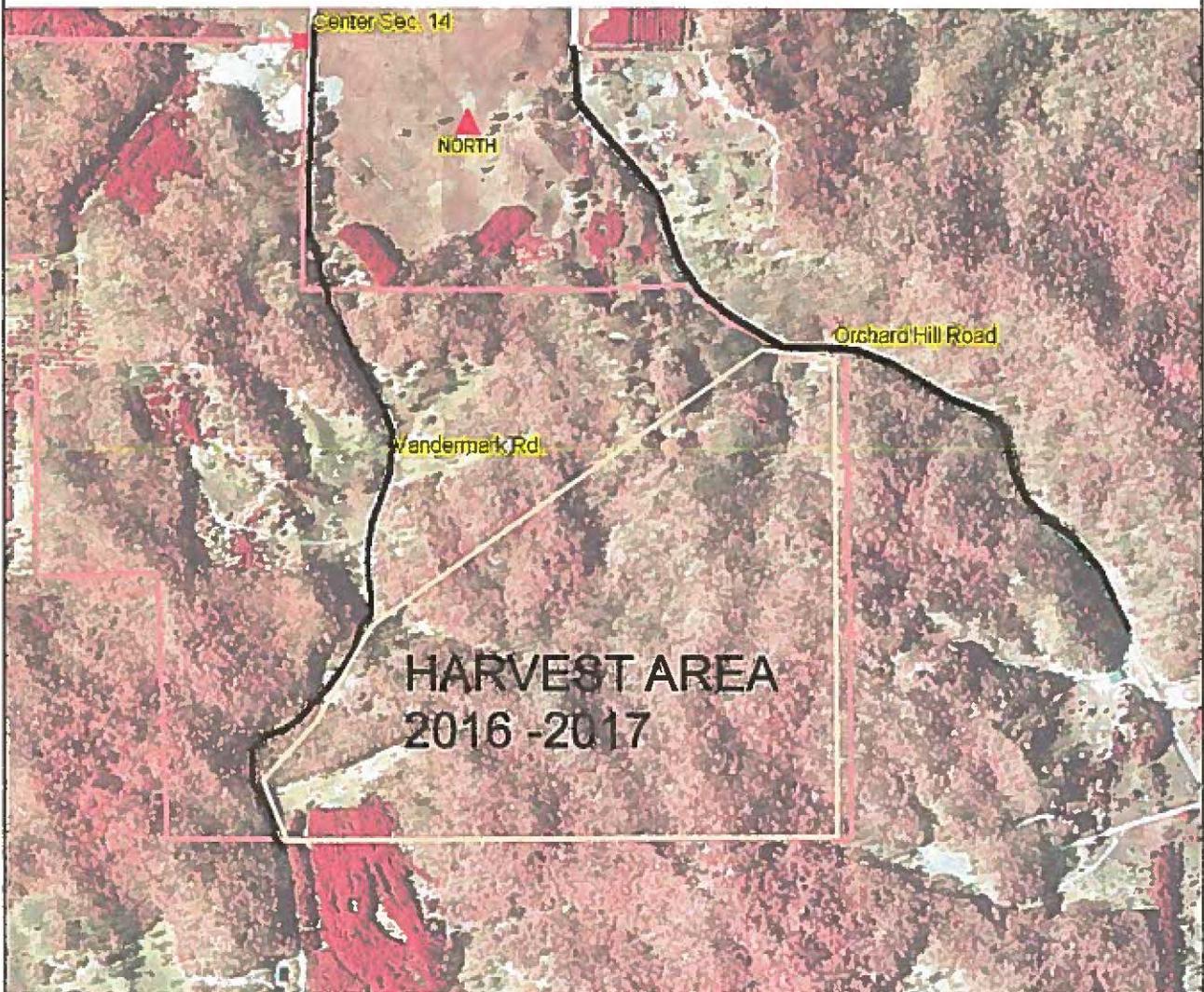
Glacial Hills Timber Sale Pricing

- Purchaser will submit \$1,000 (performance guarantee) to the Seller’s Agent at the time of signing the agreement.
- In addition to the performance guarantee, purchaser will pay the guaranteed minimum price of \$5,000 at the time of signing the agreement.
- If the wood value harvested exceeds the guaranteed minimum price, the purchaser will pay the additional amount. The following timber prices will be used to calculate the total value of harvested timber:

Saw log prices are per one thousand board feet:

Sugar Maple #1:	\$600.00
Sugar Maple #2:	\$400.00
Sugar Maple #3:	\$200.00
Basswood:	\$200.00
White Ash:	\$200.00
Red Maple:	\$200.00
Beech:	\$200.00
Veneer products:	66% of market price
Bolt wood, all species:	\$10.00 per cord
Pulpwood, all species:	\$5.00 per cord

Amendment to Exhibit B
Cutting Agreement
Fahl / Antrim County Forests - Glacial Hills
9/14/2016





Memorandum Administration Office

October 27, 2016

TO: Board of Commissioners

FR: Peter Garwood
County Administrator

A handwritten signature in black ink, appearing to be 'P. Garwood', written over a light blue circular stamp.

RE: Forestry Ordinance Proposed Amendment

Included with this packet for your consideration is a Forestry Ordinance with proposed amendments consistent with the Board of Commissioners motion of September 8, 2016. The proposed amendment has been reviewed by civil counsel. Consistent with Board of Commissioner policy, if this Committee recommends approval of the ordinance it will be presented for review at the November 10 Board meeting, but cannot be acted on until the December 8 Board meeting.

Based on Mr. Kazim's opinion, the following motion is proposed for your consideration:

Motion by _____, seconded by _____, to recommend the Board of Commissioners approve the proposed amendment to the Antrim County Forestry Ordinance.

**ORDINANCE #___ OF 2009
AMENDED DECEMBER ___, 2016
FORESTRY PROPERTY AREA
ORDINANCE**

The County of Antrim does hereby ordain:

ARTICLE 1

1.01 PURPOSE: The Board of Commissioners of the County of Antrim has for a number of years managed certain forestry property received from the State of Michigan under section 6 of former 1931 PA 217, now being P.A.1994, No. 451, § 52701, added by P.A.1995, No. 57, § 1, Imd. Eff. May 24, 1995 being MCL 324.52701 *et seq* 451. Section 6 now allows the County to seek relinquishment of certain reversionary interest now held by the State of Michigan. The County has determined that continued management of such property is important for the purpose of forestry and that property is maintained for forestry purpose, to protect the diversity and natural features found upon the properties and to keep it accessible for compatible recreational and educational use by the public.

1.02 PROPERTY DESCRIPTION: The forestry properties are located throughout the county and as more fully set-forth in attachment “A.”

ARTICLE 2

2.01 RULE MAKING: Because of the unique character of forestry property, there is a need to respond to activities and use of the property that could, if not abated, have an irreparable impact upon the lands. The Board of Commissioners, by a majority of elected members, shall supervise and manage all lands devoted to forestry and may provide labor on forest land by foresters and others as may be necessary for the proper care and maintenance of the land as a forest producing area, to make reasonable rules and regulations concerning the land not inconsistent with this ordinance or law for the use and occupancy forestry property, and to expend money as may be appropriated or received for this purpose.

2.02 SALE OR DISPOSAL OF FOREST LANDS:

The County shall not sell, exchange, lease or in any way place a lien or dispose of the forest property set forth in attachment “A”, unless *the County Board of Commissioners has conducted a public hearing on the proposed conveyance. Notice of a public hearing shall be published at least twice in a newspaper of general circulation in the County not more than 28 days or less than 7 days before the hearing. The notice shall also be posted on the Antrim County website at least 28 days before the hearing. The notice shall describe where the property to be conveyed is located, specify the approximate size of the property, describe its*

current use, and identify the person(s) to whom the property is proposed to be sold, exchange, leased or otherwise disposed. The County shall provide a copy of the notice to the Director of the Michigan Department of Natural Resources not less than 7 days before the hearing.

~~and except the proposition for such purpose shall first have been submitted, at a regular or special election held for the purpose in the manner provided by law, to the qualified voters of the County and approved by them by a three-fifths (3/5) majority vote of the electors voting thereon.~~

ARTICLE 3

3.01 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.

3.02 EFFECTIVE DATE:

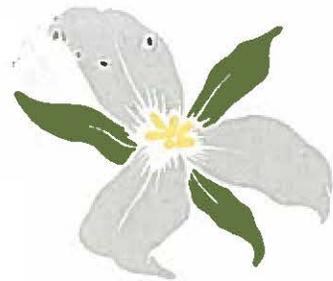
This Ordinance, *as amended*, shall take effect upon publication of notice of adoption.

Passed: _____

Yea _____ Nay _____

Sheryl Guy, County Clerk

Michael Crawford, Chair
Antrim County Board of Commissioners



February 19, 2009

At the February 12, 2009 meeting of the Antrim County Board of Commissioners, the following Resolution was offered:

ORDINANCE # 1 of 2009 by Bernard Blackmore, seconded by Michael Crawford

**FORESTRY PROPERTY AREA
ORDINANCE**

The County of Antrim does hereby ordain:

ARTICLE 1

- 1.01 **PURPOSE:** The Board of Commissioners of the County of Antrim has for a number of years managed certain forestry property received from the State of Michigan under section 6 of former 1931 PA 217, now being P.A. 1994, No. 451, 52701, added by P.A. 1995, No. 57, 1, Imd. Eff. May 24, 1995 being MCL 324.52701 et seq 451. Section 6 now allows the County to seek relinquishment of certain reversionary interest now held by the State of Michigan. The County has determined that continued management of such property is important for the purpose of forestry and that property is maintained for forestry purpose, to protect the diversity and natural features found upon the properties and to keep it accessible for compatible recreation and educational use by the public.
- 1.02 **PROPERTY DESCRIPTION:** The forestry properties are located throughout the county and as more fully set-forth in attachment "A". (see page)

ARTICLE 2

- 2.01.1 **RULE MAKING:** Because of the unique character of forestry property, there is a need to respond to activities and use of the property that could, if not abated, have an irreparable impact upon the lands. The Board of Commissioners, by a majority of elected members, shall supervise and manage all lands devoted to forestry and may provide labor on forest land by foresters and other as may be necessary for the proper care and maintenance of the land as a forest producing area, to make reasonable rules and regulations concerning the land not inconsistent with the ordinance or law for the use and occupancy forestry property, and to expend money as may be appropriated or received for this purpose.

2.02 SALE OR DISPOSAL OF FOREST LANDS:

The County shall not sell, exchange, lease or in any way place a lien or dispose of the forest property set forth in attachment "A", unless and except the proposition for such purpose shall first have been submitted, at a regular or special election held for the purpose in the manner provided by law, to the qualified voters of the County and approved by them by a three-fifths (3/5) majority vote of the electors voting thereon.

ARTICLE 3

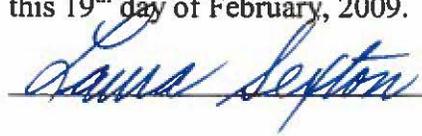
3.01.1 SAVINGS CLAUSE: The provisions of this ordinance are hereby declared to be severable and if any clause, sentence, word, section, or provision is declared void or unenforceable, for any reason, by a court of competent jurisdiction, the remaining portions of said Ordinance shall remain in force.

3.02 EFFECTIVE DATE: This Ordinance shall take effect upon publication of notice of adoption.

Yes - Dawson, Bargy, White, Howelman, Crawford, Stanek, Blackmore and Allen
No - None;
Absent - Drenth.

ORDINANCE #1 OF 2009 DECLARED ADOPTED.

ANTRIM COUNTY CLERK, BELLAIRE MI
STATE OF MICHIGAN, COUNTY OF ANTRIM ss
I, Laura Sexton, Clerk of the County of Antrim do certify
the foregoing is a true and exact copy of the original
record now remaining in this office.
IN TESTIMONY WHEREOF, I have set my hand and
official seal at the Village of Bellaire in said county
this 19th day of February, 2009.

 County Clerk

Attachment A
ANTRIM COUNTY FOREST LAND

Kearney Township (E) T.30N -R.07W.

1. N ½, NW ¼, and N ½, SE ½, NW ¼, Section 8
 05-10-008-003-00
 Pete Wilks Memorial Forest 98.4 acres on Ritt Road
 Abstract Feb. 10, 1983
 Liber 103, page 461
 Reverter YES, Eligible YES
 Surveyed: No
 Other:

2. N FRL ½ of NE FRL ¼ Section 6
 05-10-006-001-00
 90 acres South of Road
 Liber 103, page 461
 Reverter YES, Eligible YES
 Surveyed:
 Other: Gas lease and developed, landlocked with agreed access to date

3. SE ¼, NE ¼, Section 29
 05-10-029-011-00
 Batchelder Road 40 acres
 Abstract January 11, 1985
 Liber 158, page 380
 Unrestricted Private Purchase
 Survey:
 Other: Gas leased

4. NE ¼ NW ¼ EXC that part North of Cedar River, Also that part lying South of Stover Road Section 28. AND S ½ SW ¼ , EXC that parcel of land located in the SE ¼, of the SE ¼ of the SW ¼ Section 21. AND S ½ SE ¼ Section 20, Inc. EJ RR R/W.
 Cedar River Natural Area 190 acres
 05-10-020-024-00, 05-10-021-005-00, 05-10-028-005-00
 Abstract: None
 Liber 608 page 819
 Private purchase easement in place.
 Survey: 2002
 Other: Gas Leased/non-development

Kearney Township (W) T.30N. R.08W.

5. Government Lot 7 except out substation Section 1
 05-10-101-004-00
 45.70 acres – contiguous with Government lot 6
 Abstract: Feb. 28, 1984
 Liber 114, page 408
 Reverter YES, Eligible MAYBE
 Surveyed:
 Other: Gas leased/un-developed, power line easement

6. Government Lot 6
 Section 1
 05-10-101-008-00
 12 +1-acres of Mohrmann park
 Abstract October 28, 1983
 Liber 185, page 29
 Private Purchase no restrictions
 Surveyed:
 Other: Gas leased/un-developed, well and maintenance building on property

7. NW FRL ¼ of NE FRL ¼ Section 1
05-10-101-002-00
Remaining 48 acres of Mohrmann Park
Liber 103, page 457
Reverter YES, Eligible YES
Surveyed:
Other: Gas leased / undeveloped, Power line easement

Star Township T.30N -R.05W

8. NE ¼, NW ¼, Section 10
Star Township 40 acres
05-13-010-003-00
Abstract: September 26, 1995
Liber 14, Page 573
Reverter YES, Eligible YES
Surveyed:
Other: Gas leased / developed, ingress and egress easement secured

9. SE ¼, SW ¼, Section 26
Lakes of the North 40 acre parcel
05-13-026-008-00
Abstract Feb. 9, 1983 Liber 14, page 574
Reverter YES, Eligible YES
Surveyed:
Other: Gas leased / un-developed, landlocked no agreed access to date

10. W ½ SW ¼ SE ¼ Section 27
Lake of the North 20 acre parcel
5-13-027-009-00
Abstract Feb. 9, 1983 Liber 14, page 574
Reverter YES, Eligible YES
Surveyed:
Other: Gas leased / developed, landlocked no agreed access to date

Custer Township T.29N -R.07W

11. SE ¼, SW ¼, and SW ¼ of SE ¼, Section 28
Leonard Road 80 acre parcel
05-04-028-014-00
Abstract Feb. 12, 1985
Liber 103, page 459
Reverter YES, Eligible YES
Surveyed: 2007
Other: Gas leased/undeveloped, ingress and egress easement

12. SE ¼, SW ¼, Section 4
Frog Hollow 40 acre parcel
05-04-004-009-00
Abstract June 7, 1984
Liber 14, page 574
Reverter YES, Eligible YES
Surveyed: 2005
Other: Gas leased / developed

13. E ½, E ½, SE ¼, Section 16
Del mason 40 acres
05-04-016-009-00
Abstract: June 7, 1984
Liber 103, page 459
Reverter YES, Eligible YES
Surveyed:
Other: Gas leased and developed. Ingress and egress easement granted

14. SW ¼, Section 12
Simpson Road 160 acres
Abstract June 4, 1984
Liber 103, page 459
Reverter YES, Eligible NO
Surveyed:
Other: Gas/developed, Power line easement

15. E ½, SE ¼, SE ¼, Section 17
Lake of the Woods 20 acres
Abstract: needed
Liber 103, page 459
YES, Eligible YES
Survey: Needed
Other: 40 split with Custer Township

Forest Home Township T.30N -R.08W

16. N ½, NW ¼, except a piece of land commencing at the SW corner, north 20 rods;
East 96 rods; South 20 rods; West 96 rods to beginning.
05-07-214-011-00
Vandermark 68 acres
Abstract March 9, 1983
Liber 103, page 457
Reverter YES, Eligible YES
Survey: June 23, 1999
Other: Gas leased / un-developed, ingress and egress easement

17. SW ¼, SE ¼, SW ¼, Section 14
10 acres of Section 14
Abstract: NONE
Liber 110, page 32
Reverter YES, Eligible YES
Survey: June 23, 1999
Other: Gas lease/un-developed, landlocked no access to date

18. E ½, SE ¼, SE ¼, Section 14
20 acres Orchard Hill Road
Abstract: NONE
Liber 103, page 457
Reverter YES, Eligible YES
Survey:
Other: Gas leased run-developed

19. E ½, NE ¼, NW ¼, Section 23
20 acres Vandermark Road
Abstract: NONE
Liber 110, page 32
Reverter YES, Eligible YES
Survey: 1999
Other: Gas Leased/un-developed

20. NW ¼, NE ¼, also: NW ¼, also SW ¼, except the NE ¼, SW ¼, all in Section 13
320 acres Kirkpatrick Forest
05-07-213-016-00
Abstract Feb. 9, 1983
Liber 103, page 457
Reverter YES, Eligible NO
Survey:
Other: Gas leased/Developed

Echo Township T.31N -R.07W

21. SW ¼, NE ¼, Section 27
Intermediate River N. 40 of 80 acres
05-05-027-002-00
Liber 103, page 461
Reverter YES, Eligible NO
Survey:
Other: Easement to old state rd.

22. NW ¼, SE ¼, Section 27
Intermediate River S. 40 of 80 acres
05-05-027-021-00
Abstract April 25, 1984
Liber 103, page 445
Reverter YES, Eligible NO
Survey:
Other:

23. W ½, SW ¼, Section 31
Muckle Road
05-05-031-003-00
80 acres south end of Muckle Road
Abstracted with SW of Section 31 but not contiguous
Liber 89, page 499
Reverter YES, Eligible MAYBE
Survey:
Other: Gas leased/undeveloped, ingress, egress easement-forestry only

24. SE ¼, Section 31
End of Dickerson Road 160 acres
Abstracted with Muckle road parcel
Liber 89, page 499
Reverter YES, Eligible NO
Survey:
Other: Lease/developed, landlocked with unsecured access

25. S ½, NW ¼, less 4 acres owned by Echo Township, Section 28
Murphy Park 76 acres
05-05-028-006-00
Abstract September 16, 1983
Liber 103, page 461
Reverter YES, Eligible YES
Survey:
Other: Gas leased and developed. Has issue with twp. cemetery/plat vs. deed

26. S ½, NE ¼, Section 24
Lewis Road 80 Acres
05-05-024-002-00
Abstract Feb. 1984
Liber 110, page 317
Reverter Yes, Eligible YES
Survey:
Other: Gas leased/developed, ingress and egress agreement forestry only

27. SE ¼, Section 34
160 acres Skinkle Road
05-05-034-010-00
Liber 103, page 461
Reverter YES, Eligible NO
Survey: 2007
Other: Power line easement granted

Jordan Township T.31N.-R.06W.

28. 28. S ½, SW ¼, and SW ¼, SE ¼, Section 27
 05-09-027-013-00
 Morris Road 120 acres
 Abstract June 16, 1987
 Liber 103, page 458
 Reverter YES, Eligible YES
 Survey:
 Other: Landlocked

Mancelona Township (W) T.29N -R.06W

29. SE ¼, NW ¼, Section 15
 Valley Road 40 acres
 05-11-115-007-00
 Abstract: None
 Liber, 110, page 32
 Reverter YES, Eligible YES
 Survey: April 2003
 Other: Access secured in 2008 from valley rd

Mancelona Township (E) T.29N. -R. 05W.

30. SE ¼, Section 16
 Hawk Lake 160 acres
 05-11-016-005-00
 Abstract June 9, 1992
 Liber 79, page 474
 Reverter YES, Eligible NO
 Survey:
 Other: Gas lease/developed

Torch Lake Township T.31N.-R.09W.

31. SW ¼, NE ¼, E ½, NW ¼, SE ¼, and NW ¼, SE ¼, SE ¼, and E ½, SW ¼, SE ¼,
 all in Section
 80 acres contiguous with Barnes Park acreages
 Abstract May 4, 1993
 Liber, 103, page 459
 Reverter YES, Eligible YES
 Survey: 1999
 Other:

Banks Township (W) T.32N. -R.09W

32. SW ¼, NW ¼, Section 36
 Lore Road 40 acres
 Abstract None
 Liber 103, page 461
 Reverter YES, Eligible YES
 Survey:
 Other: Landlocked

Chestonia Township T.30N. -R.06W.

33. W ½ NW ¼ EXC D&C RR R/w Section 28
 74.7 acres Alba Road
 05-03-028-006-00
 Abstract May 1982
 Liber 103, page 461
 Reverter YES, Eligible MAYBE

Survey:
Other: Gas leased / developed

34. N ½ SE ¼ NE ¼, Section 29
20 acres east side of M66
05-03-029-001-00
Liber 103, page 461
Reverter YES, Eligible MAYBE
Survey:
Other:

35. N ½, NE ¼, Section 29
80 acres Bundy hill
Abstract: None
Liber 103, page 461
Reverter YES, Eligible MAYBE
Survey:
Other:



Memorandum Administration Office

October 27, 2016

TO: Buildings, Lands & Infrastructure Committee

FR: Peter Garwood, County Administrator 

RE: Recent Bids - Trash Removal, Porta Johns and Firewood

We received only one bid for each of the three services listed above. Please consider the following actions.

Motion by _____ seconded by _____ to recommend the Board of Commissioners approve the bid from Sandra Barnes for the provision of firewood for Barnes Park Campground at \$3.25 per bundle for the camping seasons of 2017, 2018 and 2019.

Motion by _____ seconded by _____ to recommend the Board of Commissioners approve the bid from Gmoser's Septic Service, Inc. for the years 2017, 2018 and 2019 for the provision and servicing of porta johns at the various Antrim County parks as outlined on the attached bid sheet.

Motion by _____ seconded by _____ to recommend the Board of Commissioners approve the bid from American Waste for trash removal for the years 2017, 2018 and 2019 at the various Antrim County facilities as outlined on the attached bid sheet.

Bid Sheet – Firewood Supplier, Barnes Park

Bid per bundle \$ 3.25

NAME: Sandra Barnes

Phone: 231-599-2533

COMPANY: Torch Lake Firewood

Cell: _____

ADDRESS: PO Box 34

Eastport, MI 49627

Email: rsbarnes@charter.net

Signature: Sandra Barnes

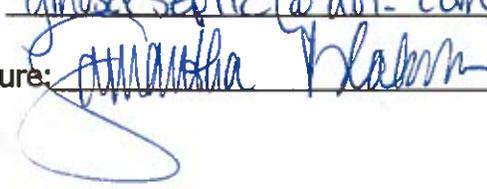
Date: 10/10/16

Bid Sheet – Porta-John Supplier

Attach the following:

- Proof of insurance for general liability, workers' compensation, vehicle
- Copy of septage hauler business license.

	One-Year Contract, Monthly Bid	Two-Year Contract, Monthly Bid	Three-Year Contract, Monthly Bid
Wetzel Lake – 1 handicap	\$ 160/mo.	\$ 160/mo.	\$ 160/mo.
Wetzel Lake – 1 regular	\$ 105/mo.	\$ 105/mo.	\$ 105/mo.
Antrim Creek Natural Area – 2 handicaps	\$ 320/mo.	\$ 320/mo.	\$ 320/mo.
Noteware's Landing – 1 handicap	\$ 160/mo.	\$ 160/mo.	\$ 160/mo.
Willow Day – 1 handicap	\$ 160/mo.	\$ 160/mo.	\$ 160/mo.
TOTAL	\$ 905/mo.	\$ 905/mo.	\$ 905/mo.

NAME: Gmoser's Septic Service, Inc. Phone: 231-264-8838COMPANY: Whit Blakeslee Cell: _____ADDRESS: 2804 Whitney Rd.
Williamsburg, MI 49690Email: gmoserseptic@aol.comSignature:  Date: 10/17/16

Bid Sheet – Trash Removal

	One-year contract	Three-year contract
County Building	\$125.00 per mo.	\$125.00 per mo.
Antrim County Transportation	\$65.00 per mo.	\$65.00 per mo.
Jail	\$250.00 per mo.	\$250.00 per mo.
Animal Shelter	\$65.00 per mo.	\$65.00 per mo.
Airport	\$10.00 per mo.	\$10.00 per mo.
Barnes Park: on call	\$30.00 per empty	\$30.00 per empty
Barnes Park: mid season	\$295.00 per mo.	\$295.00 per mo.
Barnes Park: early, late season	\$145.00 per mo.	\$145.00 per mo.
Elk Rapids Day Park	\$65.00 per empty	\$65.00 per empty
TOTAL	* Monthly totals vary based on seasonal changes of service. *	

NAME: Jill Harris

Phone: 231-258-9080

COMPANY: American Waste

Cell: 231-564-2553

ADDRESS: 3947 US 131 N.
Kalkaska, MI 49640

Email: jilh@americanwaste.org

Signature: 

Date: 10/19/16