



**EMMET COUNTY
BOARD OF COMMISSIONERS'
MEETING AGENDA**

May 5, 2025

6:00 PM

Board of Commissioners Room 160
200 Division Street
Petoskey, MI 49770

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

- (1) Consent Agenda Motion
- (2) Emmet Charlevoix Fair- Musical Act Fayssoux
- (3) Emmet Charlevoix Fair- Musical Act Irene Kazmers, Steel and Wood
- (4) 2025 Emmet County Survey & Remonumentation Grant
- (5) April 17, 2025 Meeting Minutes

PUBLIC COMMENT

APPEARANCES

- (1) NLEA Appearance
- (2) Parks & Recreation

ADMINISTRATOR'S REPORT

- (1) Administrator Report

UNFINISHED BUSINESS

NEW BUSINESS

- (1) Proclamation - Building Safety Month
- (2) LOU between Sheriff/FOP/BOC New Hire PTO
- (3) Fair- Liquor License Application
- (4) Partial Flooring Replacement - Four Facilities
- (5) Emmet County Building Pavement Improvements
- (6) Planning & Zoning - Master Plan Consultant
- (7) Planning & Zoning - Zoning Atlas Data Housing Planning
- (8) Planning & Zoning - Zoning assistance to Little Traverse Township
- (9) Planning & Zoning - Zoning assistance to Village of Alanson

- (10) National Guard Temporary Land Use Agreement
- (11) Private Hangar Ground Lease-working
- (12) M-119 Complex - Playground License Agreement
- (13) Ice Storm Tree Debris Site Grinding and Hauling Agreement

COMMUNICATIONS

PUBLIC COMMENT

ANNOUNCEMENTS

- (1) The next Board of Commissioners meeting will be held on May 15, 2025 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.

ADJOURNMENT

The Emmet County Board of Commissioners values public input and offers two opportunities for the public to comment, once at the beginning and once at the end of each meeting. Please be reminded that public comment is just that. It affords the County Board an opportunity to hear your views and remarks. The public should not expect to engage Commissioners in debate. Questions about County matters are best directed to individual Commissioners or the County Administrator between meetings. Contact information is available on the County's website at www.emmetcounty.org.

PUBLIC COMMENT AT MEETINGS OF THE EMMET COUNTY BOARD OF COMMISSIONERS

The Emmet County Board of Commissioners values public input and offers two opportunities for the public to comment at its Board meetings, once near the beginning and once near the end. It affords the Board an opportunity to hear your views and remarks. If you speak, you should not expect to engage the commissioners or staff in debate.

The availability of Public Comment is recognized by Robert's Rules of Order - Newly Revised, the Michigan Open Meetings Act, and the Board's Rules of Procedure. All three sources provide that rules are appropriate for orderly comment from the public. To that end, the following information is provided:

- 1. A person who wishes to speak during Public Comment will first obtain approval of the Chairperson before speaking.
- 2. The person will stand at the podium so that the microphone located there will be able to amplify the person's voice.
- 3. The person addresses the Chairperson on behalf of the entire Board. Public Comment is not to be addressed to individual commissioners. The person will first state their first and last name with spelling of the name if necessary.
- 4. At the Chairperson's discretion, anyone wishing to speak may be asked to fill out a card with the person's name and address, and indicating which agenda item or topic the speaker intends to address.
- 5. There is a three (3) minute time limit for each speaker. The time limit may be extended by the Chairperson or by a majority of the Board members present. If a speaker uses less than the three (3) minutes allotted, they will not be able to speak on the same topic again during that Public Comment

until all other persons wishing to be heard on the subject have had an opportunity to speak. Otherwise, a speaker may speak only once at each Public Comment. There is no provision in the Rules of Procedure for another audience member to "donate" their three (3) minute time to a speaker.

6. A speaker will be out of order if the speaker disrupts the meeting, fails to be germane, by speaking longer than the allotted time, by speaking vulgarities, or by making a personal attack on a Board member or county employee that is unrelated to the performance of that person's duties.

7. If a speaker is called out of order, that speaker will not be able to speak again at the same meeting except by special leave of the Board. If the speaker continues to disrupt the meeting or is disorderly, the Chairperson may request the removal of the speaker by law enforcement.

8. The Chairperson will have the discretion to permit members of the public to speak at times other than the times reserved for public comment.

Please click [here](#) for the Emmet County Board of Commissioners' complete Rules of Procedure



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Consent Agenda Motion

SUMMARY:

All items listed under Consent Agenda are considered routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items, unless a Commissioner so requests; in this event the item will be removed from the Consent Agenda for separate consideration.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

MOTION: I move to approve the consent agenda and all items contained therein, and authorize the County Administrator to sign the attached items on behalf of the Board of Commissioners.

VOTE: Roll Call



EMMET COUNTY - Board of County Commissioners Meeting
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Emmet Charlevoix Fair- Musical Act Fayssoux

SUMMARY:

The Emmet-Charlevoix Fair intends to enter into an agreement with Johnathan Lee Fayssoux to provide musical entertainment at the beverage tent on August 23, 2025. The performances will be held in two sessions: from 2:00 p.m. to 5:30 p.m. and from 8:00 p.m. to 11:00 p.m.

The Fair Board recommends approving this agreement, with the cost of the performance set at \$650.00.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION: (if removed from Consent Agenda)

I move that the Board approve entering into an agreement, in the amount of \$650.00 with Johnathan Lee Fayssoux, to provide entertainment on August 23, 2025 at the Emmet-Charlevoix Fair, and authorize the County Administrator to sign the same.

Motion - 2nd - Discussion

Vote: Roll Call (if removed from Consent Agenda)

ATTACHMENTS:

Description

- ▣ Agreement

Emmet-Charlevoix County Fair 2025
Music Agreement
Between Emmet County and Johnathan Lee Fayssoux

This Music Agreement, ("Agreement") between Emmet County, a Michigan municipal corporation located at 200 Division Street, Petoskey, Michigan 49770, ("County") and Johnathan Lee Fayssoux, a sole proprietor, located at 6826 Chippewa Trail, Indian River, Michigan 49749 ("Performer") for a performance to take place at the Emmet-Charlevoix County Fair (ECCF), 1129 Charlevoix Avenue, Petoskey Michigan. Each party represents that it has the legal right and capacity to enter into this Agreement and the persons signing the same are authorized to do so on behalf of County and Performer, and If requested to do so, each will provide the legal documents to evidence authority

- 1) County and Performer hereby agree that Performer will provide a performance for the Emmet-Charlevoix County Fair as follows:
 - a. Date: Saturday, AUGUST 23rd, 2025
 - b. Time: **2:00 PM to 5:30 PM and 8:00 PM to 11:00 PM**
 - c. Location: Emmet-Charlevoix County Fairgrounds
 - d. Type of entertainment: Musical
- 2) The charge (fee) by Performer to be paid by County is \$650.00, which includes all travel expenses, to be paid to Performer during or immediately following the performance. It is understood that Performer will supply its own Instruments and sound equipment and support; the County will provide a standard 110v electrical power source and staging. The Performer will be allowed up to three breaks of up to 15 minutes each throughout each performance.
- 3) ECCF agrees to provide one meal ticket for each Performer band member and sound technician (up to no more than six total) on the performance date.
- 4) In the unlikely event that the performance cannot take place due to inclement, severe weather, epidemic, acts of God or other unforeseen cause, effort will be made to reschedule the performance at an alternative, mutually agreeable time and date. However, It is not guaranteed that another such date could be found ECCF will not be obligated to pay Performer in the case of cancellation.
- 5) Performer shall indemnify, defend, and hold County harmless against any liability, claims, judgments, expenses of any kind brought against the County for damages received or sustained by third parties as a result of the acts or omissions of the Performer or its employees.
- 6) This Agreement is governed and interpreted under Michigan law. Jurisdiction and venue shall be in Emmet County

PERFORMER:

COUNTY:

Johnathan Lee Fayssoux

David Boyer, Administrator
Emmet County

Date:

Date:



EMMET COUNTY - Board of County Commissioners Meeting
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Emmet Charlevoix Fair- Musical Act Irene Kazmers, Steel and Wood

SUMMARY:

The Emmet-Charlevoix Fair intends to enter into an agreement with Irene Kazmers to provide musical entertainment at the Community Center back stage on August 19, 2025. The performances will be held from 3:00 p.m. to 6:00 p.m.

The Fair Board recommends approving this agreement, with the cost of the performance set at \$400.00.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION: (if removed from Consent Agenda)

I move that the Board approve entering into an agreement, in the amount of \$400.00 with Irene Kazmers, to provide entertainment on August 19, 2025 at the Emmet-Charlevoix Fair, and authorize the County Administrator to sign the same.

Motion - 2nd - Discussion

Vote: Roll Call (if removed from Consent Agenda)

ATTACHMENTS:

Description

- ▣ Irene Kazmers Agreement

Emmet-Charlevoix County Fair 2025 Senior
Day Music Agreement
Between Emmet County and Irene Kazmers

This Senior Day Music Agreement, ("Agreement") between Emmet County, a Michigan municipal corporation located at 200 Division Street, Petoskey, Michigan 49770, ("County") and Irene Kazmers, a sole proprietor, located at 1721 E. Mitchell Road, Petoskey Michigan 49770 ("Performer") for a performance to take place at the Emmet-Charlevoix County Fair (ECCF), 1129 Charlevoix Avenue, Petoskey Michigan. Each party represents that it has the legal right and capacity to enter into this Agreement and the persons signing the same are authorized to do so on behalf of County and Performer, and If requested to do so, each will provide the legal documents to evidence authority

- 1) County and Performer hereby agree that Performer will provide a performance for the Emmet-Charlevoix County Fair as follows:
 - a. Date: Tuesday AUGUST 19, 2025
 - b. Time: 3 PM to **6 PM**
 - c. Location: Emmet-Charlevoix County Fairgrounds, Community Center back stage
 - d. Type of entertainment: Musical
- 2) The charge (fee) by Performer to be paid by County is \$400.00, which includes all travel expenses, to be paid to Performer during or immediately following the performance. It is understood that Performer will supply its own Instruments and sound equipment and support; the County will provide a standard 110v electrical power source and staging. The Performer will be allowed up to three breaks of up to 15 minutes each throughout the performance.
- 3) ECCF agrees to provide one meal ticket for each Performer band member and sound technician (up to no more than six total) on the performance date.
- 4) In the unlikely event that the performance cannot take place due to inclement, severe weather, epidemic, acts of God or other unforeseen cause, effort will be made to reschedule the performance at an alternative, mutually agreeable time and date. However, It is not guaranteed that another such date could be found ECCF will not be obligated to pay Performer in the case of cancellation.
- 8) Performer shall indemnify, defend, and hold County harmless against any liability, claims, judgments, expenses of any kind brought against the County for damages received or sustained by third parties as a result of the acts or omissions of the Performer or its employees.
- 9) This Agreement is governed and interpreted under Michigan law. Jurisdiction and venue shall be in Emmet County.

PERFORMER:

Irene Kazmers
Steel and Wood

Date:

COUNTY:

David Boyer, Administrator
Emmet County

Date:



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

2025 Emmet County Survey & Remonumentation Grant

SUMMARY:

Pursuant to the State Survey and Remonumentation Act, 1990 PA 345, MCL 54.261et seq., the County each year establishes a county monumentation and remonumentation plan and perpetual monument maintenance plan. This plan provides for the remonumentation of all original public land survey corners, and any associated property controlling corners, and the monumentation or remonumentation of all of the protracted public land survey corners, and any associated property controlling corners, identified in the county plan. What this means is that every year engineers and surveyors review monumentations (survey corners) in the county to ensure they are in the proper place. This project is funded by a grant from the Michigan Office of Land Survey and Remonumentation.

The grant application and agreement are attached. The Board of Commissioners is requested to accept the grant funds so that the project may begin in early 2025. The maximum amount of grant assistance offered by the state is budgeted at \$44,136.00, with an initial payment of 40% or \$17,654.40, progress payments throughout the year upon request up to a total of 85% of the total budget, and then the final 15% paid after completion of the project.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and there are no legal issues to review.

MOTION: (if removed from Consent Agenda)

I move to approve acceptance of the 2025 Remonumentation Grant Funds in the amount of \$44,136.00 from the Michigan Office of Land Survey and Remonumentation for implementing Emmet County's 2025 Monumentation and Remonumentation Plan, and

authorize the County Administrator to sign any required documents to receive these grant funds and implement the program.

Motion - 2nd - Discussion

VOTE: Roll call **(if removed from Consent Agenda):**

ATTACHMENTS:

Description

- ▣ Remonumentation Grant - FY 2025

GRANT NO. **BCC 25-24**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
EMMET COUNTY

GRANTEE/ADDRESS:

David Boyer
County of Emmet
200 Division St., Ste. G70
Petoskey, MI 49770

STATE GRANT ADMINISTRATOR/ADDRESS:

Nicholas J. Clever, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: clevern@michigan.gov

GRANT PERIOD:

From: **01-01-2025** To: **12-31-2025**

TOTAL AUTHORIZED BUDGET: **\$44,136.00**

SIGMA Vendor ID: CV0047986
SIGMA Payment Address Code: 027

ACCOUNTING TEMPLATE: 6415137T001

GRANT AGREEMENT

Grant No. **BCC 25-24** from the Department of Licensing and Regulatory Affairs (Grantor) to **Emmet County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

A Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. Grantee is only entitled to funds through the Grant if Grantee complies with the provisions of this Agreement.

In accordance with the terms and conditions of this agreement, Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program set forth and approved by the Grantor.

1.1 Statement of Work

The Grant is conditioned on the completion of three components:

- The Grant Agreement.
- The Grant Application.
- The Grant Completion Report.

The Grantee agrees to undertake, perform, and complete the project in the following manner:

1. The Grantee electronically submits a Grant Application using a form provided by the Office of Land Survey and Remonumentation (OLSR) by emailing bccolsr@michigan.gov no later than 11:59pm on December 31 before the grant year. See MCL 54.274(1)(a) and Section 1.2 of this Agreement. OLSR will not approve a Grant Application for payment until the following are met:
 - a. The Grant Agreement has been approved and electronically signed by the Grantee.
 - b. The Grant Application was received before the statutory deadline.
 - c. The Grant Application outlines how funds will be expended, and a list of the corners expected to be completed and conforming with the approved County plan. See MCL 54.274 (1)(b). The Application must be submitted on the proper form provided by OLSR.
 - d. The Grant Completion Report for the previous grant year has been received and acknowledged by OLSR, and all Land Corner Recordation Certificates (LCRC) are entered by the Grantee. See MCL 54.274 (1)(b).
2. OLSR emails the approved Grant Application and the Grant Agreement to LARA Finance and Administrative Services Director, or their designee, for review and electronic signature. Once approved and signed, LARA will email the Grant Agreement and approved Grant Application to the specified grantee for electronic signature. Instructions for the use of the electronic signature software can be requested by email to bccolsr@michigan.gov.

3. The Grantee will electronically submit a Grant Completion Report at the conclusion of the Grant year or when granted funds are used by emailing the proper form to bccolsr@michigan.gov. See Section 1.4 of this Grant Agreement. There is no firm deadline for the Grant Completion Report. However, as noted above in Section 1.1.2 of this Grant Agreement, initial payment for the following grant year will not be made until the Grant Completion Report is electronically submitted to, and approved by, OLSR. OLSR will not approve a Grant Completion Report for payment until the following are met:
 - a. The Grant Completion Report is signed by the County Grant Administrator.
 - b. All LCRCs completed under the Grant and all walk-ins are entered into Accela by the county.
 - c. Copies of all invoices paid by the county for the grant year are scanned and included with the Grant Completion Report. Any amount shown on the Grant Completion Report must be justified with invoices. These invoices include:
 - i. Any supplies and material needed for the physical monuments.
 - ii. Any professional fees for contract surveyors, which outline
 1. the specific corners included in the invoice
 2. tasks included if not paid a lump sum
 3. other fees must be identified
 - iii. A narrative is needed to provide reasons why
 1. corners proposed were not done during this contract year
 2. any corners paid from invoices are not included with an LCRC

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to release any funds or approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates issued by the Department of Technology, Management and Budget for Classified and Unclassified Employees without the prior written consent of the Grant Administrator. Only Standard mileage rates will be reimbursed.
- C. The Grant Application includes the Budget. The Grantee agrees that all funds shown in the Grant Application are to be spent as detailed in the Grant Application.
- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but the Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$44,136.00**. An initial payment of **\$17,654.40** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator as explained in Section 1.1.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (**see 1.4.C. for documentation requirements**):
 - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period.
 - 2. The Grantee **must submit** to the State Grant Administrator a Grant Completion Report as explained above. There is no firm deadline for the Grant Completion Report to be submitted, but no funds will be released for the next year until the Grant Completion Report is received by OLSR.
- C. Documentation. Backup documentation must include the following, as applicable:
 - 1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved Grant Application, any work not completed that was specified in the approved Grant Application, and any changes in an approved line item of the budget approved in Grant Application (submit for Grant **Completion Report only**).

2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Grant Completion Report only**).
3. Invoices:
 - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).
 - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved Grant Application (submit for **Progress Report and Grant Completion Report**).
4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Grant Completion Report**).
5. A recorded LCRC prepared in compliance with the Corner Recordation Act 1970 PA 74 (CRA) and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2. Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant,

and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Grant Application must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules,

ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with

respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State will be permitted to share in the Grant Agreement, or any benefit that arises from the Grant Agreement.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the

expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

David Boyer
County Grant Administrator
County of Emmet

Date

Laura Kwiecien, Division Director
Procurement & Administration Division
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

GRANT NO. **BCC 25-24**

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

Michigan Department of Licensing & Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
PO Box 30254, Lansing, MI 48909
1st Floor Ottawa Building
611 West Ottawa Street, Lansing, MI 48933
Phone 517-241-6321
E-Mail: bccolr@michigan.gov
www.Michigan.gov/bcc

Grantee/County: Emmet

--Section below for OLSR staff use only--

Grant #: BCC 25-24

VCUST#: CV0047986

Address Code: 027

GG #:

Template: 6415137T001

Grant Year: 2025

\$44,136.00	State Grant Award		
Grant Application Payment Request		Grant Application Proposed Corners	
\$17,654.40	Start-Up Payment (40% of Grant Award)	16	Corners anticipated to be paid with funds
\$26,481.60	Balance after Start-Up Payment	Corners Completed	
Progress Report Payment Request			Corners completed & paid with grant funds
	Amount Requested (up to 85% of Grant)		Corners completed & paid by others
	Grant Balance after Progress Report		Corners revisited & paid with grant funds
Completion Report Payment Request			Corners revisited & paid by others
	Amount Requested (up to 100% of Grant)		Common corners entered into Accela twice
	Grant Balance after Completion Report		Number of records entered into Accela
			Corners revisited without record

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? No


David Boyer

County Grant Administrator

12/10/24
Date*--Section below for OLSR staff use only--*

Payment Authorized: \$ 17,654.40

Records completed by County in current Grant Year: _____

Grant Balance: \$ 26,481.60

Records remaining to be completed in County Plan: _____


Nicholas J. Clever, P.S.

Director, Office of Land Survey & Remonumentation

03/11/2025

Date

Administrator	
Name: David Boyer	Phone: 231-348-1701
Email Address: dboyer@emmetcounty.org	
Physical Address: 200 Division St., Ste. G70	
City, State, Zip: Petoskey, MI 49770	
Representative	
Name: Neil A. Holshoe, P.S.	Phone: 906-281-0225
Email Address: northlandsurveyingmapping@gmail.com	
Physical Address: 6933 S. Pleasantview Rd.	
City, State, Zip: Harbor Springs, MI 49740	
Address for Payments	
Name: Emmet County Treasurer	Phone: 231-348-1702
Physical Address: 200 Division St.	
City, State, Zip: Petoskey, MI 49770	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

Budget (Grant Application) column refers to the estimated costs set forth by the County in the Grant Application.

Progress Report column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

Completion Report column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

**Remonumentation Program
County Expenditure Detail**

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	\$40,136		
Item B Monument Maintenance Services			
Item C Remonumentation Supplies & Materials	\$1,000		
Item D Geodetic Control Maintenance & Operations			
Item E Grant Administrator Fees/Wages			
Item F County Representative Fees/Wages	\$2,500		
Item G Additional Administrative Staff Fees/Wages			
Item H Peer Group	\$500		
Item I Administrative Supplies & Indirect Costs			
Totals	\$44,136		

EMMET COUNTY REMONUMENTATION PROGRAM

2025 REMONUMENTATION CORNERS

page 1 of 1

LCRC#	T	R	Corner Index #	Sections	Township	Roads	PS
955	36	4	E-12	32/33	Maple River	Woods	BE
956	36	4	F-11	28/32	Maple River	Woods	BE
957	36	4	E-11	28/29/32/33	Maple River	Woods	BE
958	36	4	D-11	29/32	Maple River	Valley Rd	BE
959	36	4	E-10	28/29	Maple River	Woods	NS
960	36	4	F-9	21/28	Maple River	Brutus Rd	NS
961	36	4	E-9	20/21/28/29	Maple River	Brutus Rd	NS
962	36	4	D-9	20/29	Maple River	Brutus Rd	NS
963	36	4	C-8	19/20	Maple River	Sunny Ridge Rd	NS
964	36	4	E-8	20/21	Maple River	Culp Rd	NS
965	36	4	F-7	16/21	Maple River	Red School Rd	NLSM
966	36	4	E-7	16/17/20/21	Maple River	Woods/Culp Rd	NLSM
967	36	4	D-7	17/20	Maple River	Woods / Clark Rd	NLSM
968	36	4	C-7	17/18/19/20	Maple River	Sunny Ridge Rd	NLSM
969	36	4	C-6	17/18	Maple River	Sunny Ridge Rd	NLSM
970	36	4	C-5	7/8/17/18	Maple River	Sunny Ridge Rd	NLSM

Bold numbers may require an additional LCRC in adjoining Township = None

BE= Benchmark Engineering

NLSM = Northland Surveying & Mapping

NS = Northstar Surveying

Totals 16 Individual Corners, 16 LCRC's



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

April 17, 2025 Meeting Minutes

SUMMARY:

Draft minutes for the April 17, 2025 meeting are attached for review and approval.

ATTACHMENTS:

Description

- ▣ April 17, 2025 DRAFT Minutes

**EMMET COUNTY
BOARD OF COMMISSIONERS' MINUTES
200 DIVISION ST. PETOSKEY, MI 49770
April 17, 2025 - 6:00 PM**

DRAFT

CALL TO ORDER

The meeting was called to order by Board Chair, Dave White, at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members present: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz.

APPROVAL OF AGENDA

White thanked Boyer and the Emergency Operation Center (EOC) staff for their work through the recent unprecedented ice storm that covered all of Northern Michigan. He stated how proud he is of the community and how it overcame the challenges of the storm. Other commissioners agreed and added how incredible the performance and support was from the Sheriff's Department, Petoskey Public Safety, and other first responders and community entities. Motion by Commissioner Gutowski and seconded by Commissioner Mapes to approve the agenda as printed. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

CONSENT AGENDA

Consent Agenda Motion

Motion by Commissioner Mapes and seconded by Commissioner Laughbaum to approve the consent agenda and all items contained therein, and authorize the County Administrator to sign the attached items on behalf of the Board of Commissioners. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

DPW- Electronic Material Recycling Agreement Addendum

DPW- Geo Cycle Tire Recycling Agreement Renewal

DPW- BARC Mattress Recycle Agreement Renewal

Advanced Correctional Health Agreement (ACH)

March 13, 2025 Meeting Minutes

PUBLIC COMMENT

None

APPEARANCES

ADMINISTRATOR'S REPORT

Administrator Report

Dave Boyer gave the attached update. (attachment #1)

CCE Board Minutes

Finance Report

Pam Gibson reported that in February 2025, Emmet County received 3% of its budgeted revenues and spent 14% of its budgeted expenditures.

White asked about overtime budgets due to the ice storm. Boyer noted that there will be a debrief and possible state money to recoup those costs.

UNFINISHED BUSINESS

CLAIMS

Claims and Committee and Travel Voucher Approval

Motion by Commissioner Gutowski and seconded by Commissioner Ginop to approve payment of the claims in the amount of \$1,922,499.05 and for payment of the committee and travel vouchers in the amount of \$4,457.42. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

NEW BUSINESS

PUBLIC HEARING - Emmet County Hazard Mitigation Plan

Motion by Commissioner Gutowski and seconded by Commissioner Mapes to open the public hearing. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Stephanie Marchbanks noted that she incorporated a summary of the ice storm into the winter weather section of the plan. In addition, the plan was updated to include input from Springvale, Maple River, and Littlefield Townships. Townships that did not participate are Wawatam, Carp Lake, and Bliss. Stephanie also noted that she received input from the DNR and Tip of the Mitt Watershed Council. Boyer clarified that later in the agenda the Board will be voting to forward the plan to MSP to review, after which it will be sent to FEMA. Any comments made during this hearing will be added to the plan.

Public Comment: None

Motion by Commissioner Ginop and seconded by Brett Gooding to close public hearing. Motion

passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

International Compost Awareness Week

Motion by Commissioner Mapes and seconded by Commissioner Ginop to approve the attached Proclamation recognizing May 4-10, 2025 as International Compost Awareness Week. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

DPW- 3 Yard Grapple Bucket Bid Approval

Motion by Commissioner Koontz and seconded by Commissioner Mapes to approve the proposed purchase of a 3 yard grapple bucket from Michigan Cat, in the amount of \$21,292.13, pending a suitable sales agreement to be determined by Civil Counsel and the Administrator and authorize the County Administrator to sign required documents to complete the purchase.

Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

DPW- Tote Lid Fee

Motion by Commissioner Gutowski and seconded by Commissioner Ginop to approve the Department of Public Works to implement a \$10.00 charge for tote lids, effective May 1, 2025. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Approval of Equalization 2025 Annual Report and L-4024

Motion by Commissioner Mapes and seconded by Commissioner Ginop to accept and approve the 2025 Equalization Report and authorize the Chair David White, County Clerk Suzanne Kanine, and Director of Equalization, Ravyn Schneider to sign the Statements of Acreages and Valuations (L-4024) as equalized by the Honorable Members of the Emmet County Board of Commissioners. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Hazard Mitigation Plan- Approval for MSP and FEMA review

Motion by Commissioner Koontz and seconded by Brett Gooding to approve the submission of the Emmet County Hazard Mitigation plan to the Michigan State Police and FEMA for review.

Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Earned Sick Leave Act policy (ESTA)

Motion by Commissioner Koontz and seconded by Commissioner Ginop to approve the changes to the Emmet County Personnel Handbook for sections 25.4 – Earned Sick Time policy, 25.1 – Vacation as amended, and 25.2 General Leave as presented to ensure compliance with the State of Michigan’s Earned Sick Time Act (ESTA). Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

APPOINTMENTS

Historical Commission

Motion by Commissioner Gutowski and seconded by Commissioner Ginop to appoint Courtney Graham to the Historical Commission. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Community Corrections Advisory Board

The Board asked civil council if they could appoint a non Emmet County resident to this Board.

Mr. Joppich asked the Board to table the item to give him time to research the issue.

Motion by Commissioner Ginop and seconded by Commissioner Gutowski to table this item to give civil council time to research it. Motion passed by roll call vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

(Returned to item after Public Comment at 7:17 p.m.)

Motion by Commissioner Gutowski and seconded by Commissioner Mapes to un-table the appointment to the Community Corrections Advisory Board. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Joppich noted that the Board Rules state that members of their committees must be Emmet County residents. However, if a committee is governed by statute, the statute may allow for non-residents to serve on the committee. In this case, the Community Corrections Advisory Board is governed by statute, and the statute allows for 1-3 members of the committee to be from the "services area" of the community. According to her application Stephanie Hector falls into this category. Mr. Joppich advised the Board that Ms. Hector would qualify for this position.

Motion by Commissioner Koontz and seconded by Commissioner Ginop to appoint Anthony Peters and Stephanie Hector to the Community Corrections Advisory Board. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

COMMUNICATIONS

Boyer noted a request for a resolution to bring Amtrak to Mackinaw City. The Board directed Boyer to prepare a draft resolution to be presented at the next meeting.

COMMITTEE REPORTS

Sherriff Leirstein commented that he is proud of his team and thanked Matt Blythe for his work with the EOC.

Matt Blythe noted that it was a long three weeks as no one has seen anything like this in Northern Michigan before. The storm was compared to a hurricane that sat over the area for three days and dropped ice and snow. Everyone worked hard to make sure everyone was taken care of and it was done right.

Laughbaum attended a meeting at the EOC on April 7 where he heard from a family that came to help relief efforts for the storm. He also attended an airport meeting noting that fuel sales are down but passengers are up 21%. They also approved a hanger lease. He noted that a plow truck is still down, and there are concerns about fixing and maintaining the deicing truck. Laughbaum concluded with the airport by noting a grant was received through Sky West for advertising. Laughbaum also attended the Mackinaw City Revenue Sharing Board meeting where Jeff Curth was appointed to the board and Scott Newman was appointed as chair. They allocated \$19,175 for public safety and also disbursed \$117,226. Laughbaum concluded by submitting a proposed resolution regarding power outages to be discussed at the next meeting. (see attachment #2)

Gooding had no report.

Mapes gave the attached report. (attachment #3) He added that the Oden Safety Committee is seeking letters of support for a \$50,000 grant to do a pedestrian study. The study could lead to a reduction of the speed limit through the Oden area along the highway. While not all commissioners support a reduction of the speed limit in that area, they agreed to a letter of support to do the pedestrian study. The Board directed Boyer to draft a letter of support.

Ginop reported that the Crooked River Locks will start new hours of operation at the end of the month. The well, and the restrooms at the locks are being worked on and should be completed soon. Ginop noted that when opening the locks water was being let out too fast. Going forward water will be let out slower to prevent flooding down-river. Ginop also attended a table top exercise organized by the emergency manager at circuit control. The Veteran's Committee is working through state funding cuts. Ginop read the names of fallen soldiers. He concluded with noting that Antrim County is looking to join the S.A.N.E. team.

Gutowski gave the attached report. (attachment #4)

Koontz gave the attached report. (attachment #5)

White gave the attached report. (attachment #6)

PUBLIC COMMENT

Stephanie Marchbanks thanked the Board for the letter of support for the Oden Safety Committee pedestrian study.

ANNOUNCEMENTS

The next Board of Commissioners meeting will be held on May 5, 2025 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.

ADJOURNMENT

Motion by Commissioner Ginop and seconded by Brett Gooding to adjourn the meeting at 7:20 p.m. Motion passed by voice vote.

Yes - Ginop, Gooding, Gutowski, Koontz, Laughbaum, Mapes, White

No -

Dated:

Suzanne R. Kanine
Emmet County Clerk

David M. White
Board Chair, Emmet County Board of Commissioners

Emmet County Board of Commissioners Meeting

April 17, 2025

Administrator's Report

The recent ice storm has left a profound impact on our region, causing widespread power outages, road closures, and damage to homes, businesses, and infrastructure. This storm, described as one of the most severe in over a century.

We want to express our deepest gratitude to the emergency crews, staff, utility workers, and volunteers who have been working tirelessly to restore power, clear roads, and provide essential services. Their dedication and hard work are a testament to the strength of our community.

Below is a summary of events over the past two weeks: This brief overview captures the key occurrences in our community during the aftermath of the recent ice storm.

Storm Update – Timeline of Events

March 28, 2025 (Friday - Storm Begins):

Severe ice storm conditions began, causing initial power outages across the county.

March 29, 2025 (Saturday):

Heavy ice accumulation led to **massive power outages** across Emmet County, with **93% of residents affected** at the storm's peak.

Sheriff's Office crews started clearing fallen trees from roadways to maintain accessibility and safety.

March 30, 2025 (Sunday):

Emergency Operations Center (EOC) leadership, County Administration, and the Board Chair convened to strategize relief efforts.

A **local state of emergency declaration** was prepared and submitted to the State for formalizing the response and accessing resources.

March 31, 2025 (Monday):

The EOC became fully staffed and operational, managing logistics and recovery efforts. Staff remained fully engaged through **April 5, 2025**.

Monday the State Declared a state of Emergency which opened up the National Guard, DNR, and MDOT resources for the county.

April 3/4, 2025 (Thursday):

Debris Management Updates: Seven free drop-off locations for tree debris announced, helping residents begin clean-up efforts.

National Guard arrived – door-to-door resident's checks and assisted with opening roads.

April 6, 2025 (Sunday):

The EOC transitioned to **daily briefings and strategic planning**, focusing on recovery efforts across the county.

April 7, 2025 (Monday):

Volunteer Reception Center Established: Volunteers recruited to assist with recovery efforts, with registrations facilitated through Volunteer Michigan.

Debris Management Updates: Seven free drop-off locations for tree debris announced, helping residents begin clean-up efforts.

April 8, 2025 (Tuesday):

Damage Assessment Initiated: Ground and aerial teams deployed to survey the storm's impact.

Shelters Expanded: Facilities opened to provide food, water, medical care, and essential services for residents still affected by outages.

April 9, 2025 (Wednesday):

Free Building Permits Announced: Storm-related repair permits issued at no cost to alleviate financial strain.

Residents encouraged to follow **safe contracting practices** and report suspicious behavior.

Additional debris disposal updates shared with the community.

April 10, 2025 (Thursday):

Power Restoration Progress: Significant improvements reported, with updates available via the Great Lakes Energy outage map.

Southern Debris Disposal Location Planned: Efforts began to establish an additional drop-off site for better accessibility.

Permit Hotline Launched: New hotline created to assist residents with storm damage-related repairs and permitting inquiries.

Shelter Closures Announced: Changes to operational hours and closures for facilities such as Resort Township Hall and Holy Childhood of Jesus Catholic Church. Some shelters, like Epsilon Community Church, expanded services to include hot showers and laundry facilities.

Public encouraged to stay informed via the County website, BeAlert Emergency Notification System, and social media.

Planning and Zoning

The Planning & Zoning Department issued fewer Zoning and Soil Erosion permits in March of 2024 as compared to 2023. The weather likely played a significant role in the number of permits issued.

The Planning Commission (PC) reviewed three cases in March. One case, a Preliminary Planned Unit Development for multiple family housing (240-units) in Bear Creek Township, south of Intertown Road, was approved on a 6-1 vote. The approval authorizes the applicant to proceed to the Final PUD and Site Plan Review process. An amendment to a site plan for an office and new drive thru coffee shop was approved for the former Chase Bank site at 1211 US 31 Hwy in Bear Creek Township. A dilapidated single-family dwelling located on the corner of Anderson Road and US 131 Highway in Bear Creek Township was approved for a change of use to an office.

The Zoning Board of Appeals approved one case in Bliss Township for a front yard setback variance to add onto an existing single family dwelling.

Staff participated in the following:

- Attended a Zoning Atlas workshop sponsored by Housing North.
- Attended a 2-day Land Division Act webinar.
- Attended the Heritage Route Committee special Zoom meeting. This meeting is related to the Readmond Township planning project being initiated along the Heritage Route for a potential park/rest area type facility along the Tunnel of Trees.
- Participated with the Leadership Little Traverse Class leading a mock planning commission meeting with the class.
- Attended a pipeline safety meeting (8-1-1).
- Met with Village of Alanson officials to discuss possible collaboration/cooperation regarding zoning administration.
- Met with a local architect regarding preapproved house plans. Staff has been working on this project to provide a streamlined permitting process for single-family dwellings.
- Staff attended CPR/first aid training.

Veterans Affairs

The Michigan Veterans Affairs Agency has requested that all counties approved for the CVSF grant reduce their grant amounts, in addition to the initial \$50,000. Our per capita per veteran amount has decreased from \$21,304 to \$7,033, leaving us with \$57,033 instead of the initial \$71,304. Staff reduces the veteran emergency assistance program to meet the reduction. This program, which provides emergency assistance to non-war-time veterans who cannot utilize our Soldier and Sailor emergency assistance program, funding reduced from \$20,000 to \$6,000.

2025 Economic Symposium – May 9 Boyne Mountain Resort

This event brings together 300 leaders from across the region and state to tackle complex challenges, make strategic connections, and celebrate the many successes of our communities and businesses in Norther Michigan.

Parks and Recreation

2025 CROOKED RIVER LOCK SCHEDULE

April 28 – May 11	9 a.m. – 5 p.m.
May 12 – June 22	8 a.m. – 9 p.m.
June 23 – August 3	8 a.m. – 10 p.m.
August 4 – September 1	8 a.m. – 9 p.m.
September 2 – September 28	9 a.m. – 5 p.m.
October 4 – October 5	9 a.m. – 5 p.m. – Sat & Sun Only
October 11 – October 12	9 a.m. – 5 p.m. – Sat & Sun Only
October 18 – October 19	9 a.m. – 5 p.m. – Sat & Sun Only

2025 Lock Rates: Annual Pass = \$45 Daily Pass = \$15

**Emmet County Board of Commissioners
Resolution
04-17-25**

- 1. We recommend home owners in Emmet County invest in a generator for emergency power and stock up on fuel for it before any major event.**
- 2. We also recommend that gas station owners in Emmet County consider investing in backup power for emergencies.**
- 3. We are also asking the State of Michigan to allow gas station owners who invest in the large cost of backup generators to recoup that cost by adding up to \$.15 per gallon of fuel pumped during a major power outage, without charging them with price gouging.**

The above three ideas are to promote the general well being of citizens and allow them to purchase fuel during a major power outage, to have running water, heat, phone service and cell phone chargers. Also power for their refrigerators and freezers to keep their food from spoiling.

**Respectfully:
The Emmet County Board of Commissioners
04-17-25**

Report for Don Mapes District #3 4/17/25

3/18 Networks Northwest – The commissioners roundtable started at 2pm we had the election of officers Chris Christensen was elected chair and Tim Markey treasurer. Afterward each commissioner introduced themselves and gave a brief description of what was happening in their counties. The nugget I left with was Charlevoix and networks Northwest are co-owners of Beaver Island. I did not know that interesting story behind that. The annual Board meeting Started at 3pm we reelected the officers from last year. We received the 2024 impact statement, we were briefed on their legislative outreach, and heard about their communications outreach in social media. Adjourned 4:30.

3/27 Bay bluffs 8am- The Finances are looking good for February '25, with net income showing in the positive \$302,000 after paying out \$377,000. With cash on hand of 49 days verses 37 days in the first quarter of '24. Occupancy rate shows 82% based on 78 beds. We got a update on the Bay Bluffs Retirement Program. And a renovation up date. It appears that they hit a snag when it came time to move a drain in one of the rooms, It resulted in having to move all residents out of the Birch neighborhood to other areas of the facility, because of fumes and dust. Which has affected available beds space. It is anticipated that the work will be completed by April 25th. Adjourned 10am

4/17 Bay Bluffs 8am-The finances are still looking good for end of month February 25. Looking for a \$164,000 budget surplus end of Feb. They did receive the expected payback from Medicaid for the year 2023 in the amount of \$1.8m. They approved a write off for uncollectable debt 1st Q 25 in the amount of \$40,060. New Business we got a after action report regarding the ice storm. There were several roof leaks around the facility resulting from falling frees and limbs that have since been taken care of. There is still a lot of outside work do regarding fallen trees and debris, they were wondering if they could dip into the millage money to pay for it. Many staff members were allowed to stay at the facility, and took advantages of the showers and laundry facilities. At the request of the city police Dept. some nurses were sent to Shay Elementary Shelter to check on people with minor injuries and minor health problems. On top of the ice storm the state and federal inspectors have been here all week doing there surveys, then the fire Marshall decides to make a random inspection Tuesday finding a violation in the Birch Neighborhood where a lot of renovations are under way. Lisa noted that the emergency action plan came in real handy when the ice storm hit. Strategic planning is scheduled for the next couple of meetings and we got a update on Birch/apple Renovations.

3/21 Road Commission 8am- we heard a report from Anderson-Tackman financial audit report. The pension is 85% funded, there are no other problems short or long term. Very Good Report. Discussion then followed on the Annual report which is due to be presented in in person to us. It shows that 95% of revenue goes to road maintence and 3% goes to Administration. Discussion took place on many other projects including, a new in ground lift, smith road gravel supply, Friendship township tree removal and a new mailbox policy. Adjourned 9:30.

4/11-Road Comm.- yielded another long meeting with 3 appointments 1 being a public hearing. The first was for a multifamily use driveway variance which was denied the homeowner has till June of 26 to reapply, the next was a public hearing for a Greg Rd abandonment, the section between Cemetery Rd and us 131 by Coveyou Farms, after much public input was denied. There was discussion regarding the Pachy Rd. Project bid awarded to Reith Riley, Friendship township tree removal project awarded to

Points north tree service, and discussion regarding seasonal roads, all seasonal roads are closed till further notice. Rd comm. Will be focusing on county roads storm removal before the can start clearing seasonal roads. As seasonal roads are cleared they will be opened up follow the Rd commission web site for further info. Brent noted that lots of overtime has gone into cleanup of the storm, and all county roads are open to traffic although at this time they may only be one lane. Adjourned 9:30

4/9 DPW 8:30AM- They wrote off 4 small charge accounts that were uncollectable. Financially we are doing well going into the summer season where we collect most of our revenue .Under operations, they are fully staffed headed into the summer season other than 2 office staff out on maternity leave, those will cover in-house with a summer intern to pick up the slack., part 115 committee will be meeting may5th, compactor bid was awarded to Speed tech. Other business we approved all of what came before us tonight for final approval. Geo Cycle renewal of contract, BARC Contract, Grapple Bucket, EGLE Merf site License.

4/15 BOH 4: PM- The board of Health called a special meeting to discuss a revision of the 2025 Budget. We were notified of a decrease in Federal Revenue at the beginning of this month effecting our budget in the amount of \$3M Annually. Several adjustments were needed to made. Most impacted will be the closing of the Regional Lab in Gaylord, that closing will result in the loss of 3 positions.

Oden Safety Comm.

Brian A. Gutowski, P.E.
District 5
Emmet County Commissioner
April 17, 2025 Board Meeting

Parks and Rec

The meeting was cancelled for Tuesday, April 1 due to the ice storm.

DPW

The meeting that was scheduled for April 3 was postponed until April 9 due to the ice storm. I was unable to attend the meeting.

Airport

The meeting was held on Tuesday, March 25. Ryan updated the committee on Delta flying the 700 planes that are now reduced from 70 to 50 passengers. Passengers have commented they appreciate the extra room on the planes. Passenger count is at 3,800 versus 3,137 thru February. Because our deicer was down for much of January and February, Airline Jet Fuel sales were down 7% thru February from 2024. General Aviation fuel sales were down 34% and 100LL fuel sales were down 37% from 2024. Total airport operations were at 915 versus 1,035 in 2024. Total revenues were down \$110,000 from February 2024. Expenses were at \$414,459 versus \$452,402 in 2024. The committee recommended approval of a proposed hangar. Ryan let us know the plow truck is still down. A grant has been submitted for new plows and crack seal/paint marking. A grant has been submitted for advertising Skywest & Air Service Task Force funds to promote the new United Flights.

Fair

No meeting.

Northern Michigan Counties Association

The meeting was held March 17 at the Roscommon County Building and Zoom. Due to the weather, 13 of the committee attended via Zoom. Deena Bosworth updated us stating with the split power in the House and Senate, new bills are being slow-tracked. With new federal regulations, any Earmarks requested must be in full compliance with Immigration Laws. MAC is tracking the new Republican bill that would vastly increase road funding by removing the sales tax on gas and converting it to a gas tax. The bulk of the new money would go to county road agencies and cities.

MAC Transportation Committee

The meeting was held March 28 in Lansing and Zoom. We heard from Chris Jones, House Republican Policy spokesman regarding the House Republican Road Funding Plan. The new plan would raise an additional \$3.2 billion. Of the new proposed funding, \$2.5 billion would go to county road agencies and cities. The sales tax on gasoline would be converted to a 20 cents per gallon gas tax. The \$1.3 billion would run through the current formula, 39.1% MDOT, 39.1% County, and 21.8% Cities. In addition, the sales tax on aviation fuel would be removed but replaced with a 7 cents per gallon tax. The Corporate Income Tax would be redirected mainly to local road agencies and would raise \$2.2 billion. MDOT would receive 10% with 90% going to counties and cities.

A new Neighborhood Roads Fund would be created setting aside \$275 million per year for 3 years to help local urban streets and roads. Every agency with local urban streets and roads would receive a minimum amount from the new fund. An additional \$100 million per year would be set aside for local Critical Bridges for 3 years. The new programs would have no match requirements.

We heard the Senate has not yet commented on the House Bill. The Governor has proposed raising \$3.4 billion and running the new money through the current formula. No details were provided how the funds would be raised.

Committee Report
Matt Koontz
4/17/25

The Board of Health met at a special meeting on April 15. The main agenda item was a plan to address a recent budget cut to the Health Department of Northwest Michigan.

Health Officer Shannon Klonowski explained it as follows:

"You may have heard about federal funding cuts in the news, specifically within Health and Human Services, including the Centers for Disease Control. Unfortunately, these budget reductions are impacting the Michigan Department of Health and Human Services (MDHHS) and, consequently, local health departments, including ours. The Health Department of Northwest Michigan is losing about \$3M annually in funding due to these Federal funding cuts. This accounts for about 8% of our annual budget. Our executive and finance teams have worked really hard to mitigate the effects as much as possible. However, there's only so much we can do. Here are the current impacts:

1. Sewer Network – This program will end, and staff will be moved to other programs.
2. Infection Prevention – We have other programs our work can be charged to (contact tracing)
3. COVID19 Health Disparities Grant – Does not affect staffing.
4. COVID Immunizations – We knew this was ending and are now billing for these vaccines.
5. ARPA Prevention NMRE – This program will end, and staff will be moved to other programs.
6. Reopening Schools HRA – We worked with our schools over the past few years to set aside funding for when the state ended our funding. Thankful for good planning! (This is a program that funds nurses in schools)
7. Regional Lab – This is the hard one. We are going to close the regional lab and will lose positions. The affected staff members have been contacted. The water lab will remain open.

These decisions are not taken lightly. Closing the Regional Lab is very disappointing when we have put so much time, effort, and resources into getting our lab up and running. We had great forward momentum. Although we are in a much better place than many other health departments, any loss of staff is difficult, and I'm sorry to have to share this news".

End of quote from Health Officer Klonowski.

It is important to note that this funding was expected to maintain these programs through 2026 and was done on very short notice. The cut was effective March 31st and the HDNWM was notified of the cut on April 2nd, after the fact. It is also important to note that this is a result of arbitrary and capricious cuts coming from the current administration in Washington that will have direct effects on Northern Michigan residents.

The Board of Health approved a motion to cut three positions that will effectively close the regional lab.

CCE-911 Board

The CCE Board met on March 19 and received an update on the Software upgrade project. The Board also adopted a Anti- Harassment Policy for all employees. A Drug Free Workplace Policy was also reviewed and will be coming back at the next meeting as some Board members had questions. Yesterday April 16 the Board met the first meeting since the Storm. The Board thanked all CCE employees for going over and above during and after the Storms. In Board action, the Drug-Free Policy was adopted from the last meeting. A long discussion was held regarding the Fiscal Officer position, which must be addressed as our current one, has resigned. A suggested plan was brought forward and the Board directed the CCE Executive Director to work with the County Administrators to address the issue. Until the end of the year, the current Fiscal Officer will be paid \$1000 from CCE directly for the work they do. The Director also brought before the Board the position of Office Manager. He was directed by the Board to address the position administratively. Finally, the Director advised the Board that since the Storm there has been an interest in our possible surplus Towers, by someone who needs a tower for their business.

Northern Lakes Economic Alliance

On March 20, the NLEA board met and reviewed the board's fundraising support and introduced the new director of Business Growth Dave Kronberg. Dave comes to the NLEA with a strong background in developing and growing business over his career. The Director gave an update on implementation of the Strategic Plan.

North Country Community Mental Health

The Board met on March 20 and was presented with updates on the various program areas that North Country provides. The Board also approved a Mission Vision and Values Policy update. A detailed discussion took place regarding the financial position because the State is not pushing out the funding to the Mental Health providers as has been budgeted. As North County is part of a Regional group with other providers, we are not in danger of closing but some cost reduction measures will need to be put in place in the future.



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

NLEA Appearance

SUMMARY:

NLEA President / CEO Payton Heins

ATTACHMENTS:

Description

- ▣ NLEA Emmet 2024

2024 NLEA Report to Emmet County

May 5, 2025

Mission

Our mission is to drive economic resiliency in the NLEA region. We do that by ensuring the resources, infrastructure, and policies exist to fuel business growth and community prosperity.

Vision

The NLEA region will have a thriving and resilient economy with a robust business environment that provides a diversity of family-sustaining career opportunities; an abundance of natural beauty; and an exceptional quality of life that allows all residents and future generations to prosper.

NLEA Team



Payton Heins,
CEcD
President/CEO



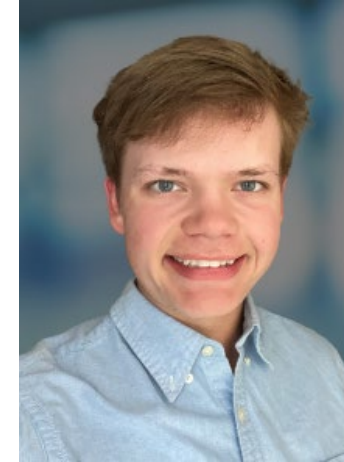
Jessica Lovay
Community
Investment



Sam Bailey
Strategic Initiatives



Chris Bauer, AICP
Infrastructure and
Development



Thomas Reid
Marketing and
Events



Dave Kronberg
Business Growth

2024 Impacts - Emmet County

\$800,000 secured in state grants for local projects, leveraging more than **\$7M** in private investment

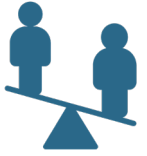
\$986,000 in pending state and federal requests for local projects

71 new FT jobs

2024 Emmet County Project Highlights

- Aster Brands relocation to and expansion in Emmet County
- CDS request for PFAs remediation in Pellston
- City Park Grille workforce housing project
- Ongoing County BRA support
- Ongoing County Planning and Development support
- Hosted Small Business Outlook and economic development trainings

OBSTACLES



A population imbalance that threatens current and future economy.



Workforce shortages that challenge employers, strain services, and prevent future business growth.



Limited infrastructure and development-ready sites to support business growth and housing.



Lack of economic diversification making our region's economy more vulnerable to economic shifts.

OPPORTUNITIES



Robust tourism industry that supports local businesses and introduces new talent/entrepreneurs to the region.



Unique, regional natural assets fuel land- and water-based industries.



Community-minded businesses committed to solving local challenges and building prosperity.



A strong quality of life with low crime, strong schools, and a robust community college makes us an attractive place for families.

2025-2027 Strategic Priorities

Data-Driven Regional Strategy

Lead a comprehensive economic development strategy that builds greater economic resiliency for the region.

Business Success & Growth

Grow diverse and year-round economic opportunity through targeted business retention, growth, and attraction efforts.

Infrastructure & Development

Advance infrastructure and development efforts that support the current and future diverse needs of our region's workforce and employers.

Talent Retention & Attraction

Elevate regional opportunities and implement new initiatives to attract and retain talent.



2025 Emmet County Activities

- **Regional strategy**

- Economic Pulse reports
- Economic Symposium May 9th
- Economic development trainings

- **Business Success & Growth**

- Increasing direct business outreach
- Supporting site selection for business attraction/expansion.

- **Transformational Development**

- Providing support on proposed development projects.
- Strategic Site Readiness Program

- **Talent**

- Deploying MEDC Talent grant
- Employer Assisted Housing to support talent retention and attraction.

Thank You!

Questions?

northernlakes.net

info@northernlakes.net

(231) 582-6482



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Parks & Recreation

SUMMARY:

Emmet County Parks and Recreation
Ryan Bauman
Director

ATTACHMENTS:

- Description
- ▣ 2025 Parks and Rec Presentation

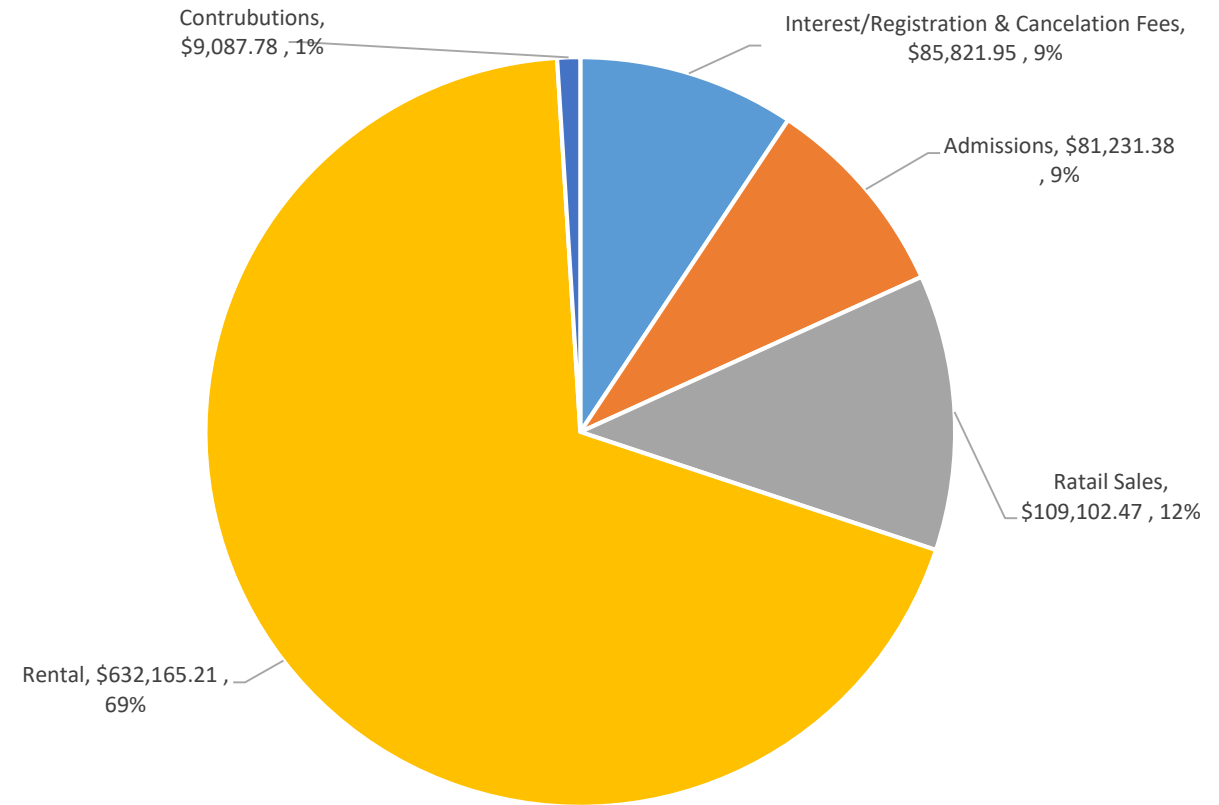
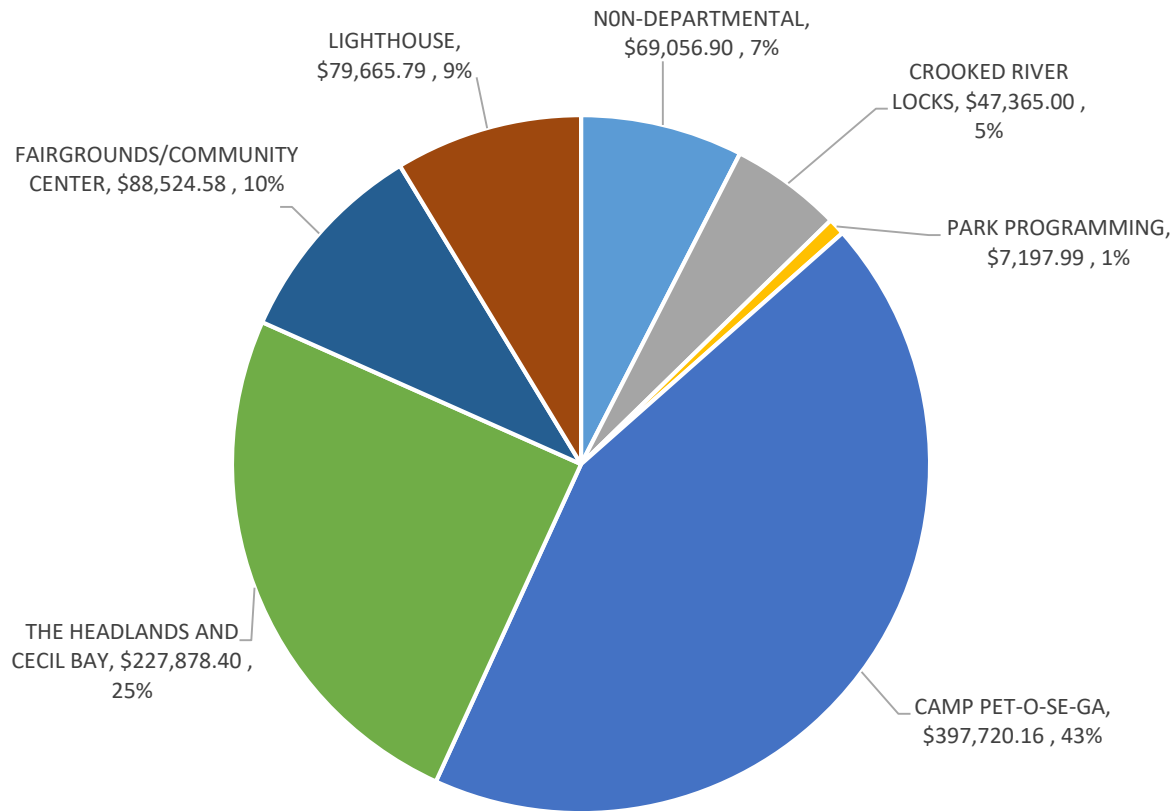


EMMET COUNTY PARKS AND RECREATION



Presented by: Ryan Bauman – Director of Parks and Recreation
5/5/2025

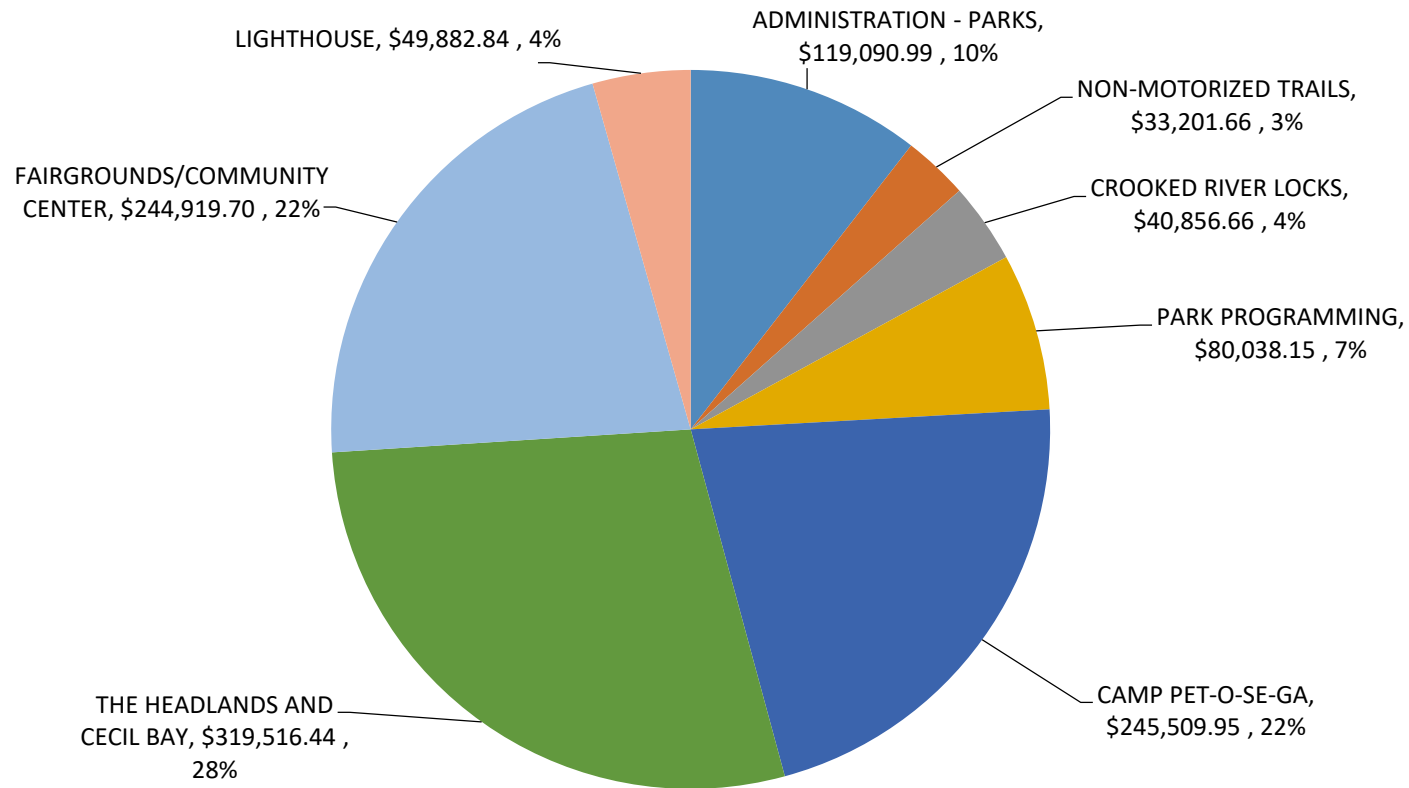
2024 REVENUE & SOURCES



TOTAL \$917,408.82

Does not include capital

2024 EXPENSES



TOTAL \$1,133,016.39

Does not include capital

2024 Park Projects

Camp Petosega:

- 18 Disc Golf beginner turf tee pads
- Replaced Rotten boards on Rec Hall deck
- Renovated epoxy floors in Rec Hall
- Tree removal in the campground
- Tile repair in the central bathhouse
- Engineered Fiber Wood installed on rustic playground
- Replaced lumber on picnic tables
- New 2024 Ford F150 work truck
- New Security Cameras
- Trail boardwalks installed

Emmet County Fairgrounds:

- Tree removal, and creation of additional parking by Utility Garage
- Purchased 11 new benches for in front of barns
- Installed drop ceiling and LED lights in Equestrian Building
- Repainted interior of Info Center, and built dividing wall.
- Additional fair camper parking created by barn 8
- Updated electrical in Barns 1, 2, 3 & 7.
- Repaired retaining wall
- Added ice stops to the Equestrian Building roof
- Replaced 2 mower decks on our Kubota zero turns.
- Equestrian door replaced, and commercial doorknobs installed.
- New Security Cameras
- New heating steam table for Community Center

McGulpin Point Lighthouse:

- Tour bus parking lot expansion
- Parking lot expansion near McGulpin Rock
- New Security Cameras

Headlands:

- Parking lot expansion, adding 123 parking spaces. 172
- Replaced large barn door, with a roll up garage door.
- Additional tree removal along roadway.
- 3 Celestron telescopes serviced
- Added Guest House bypass trail
- 20 yards of gravel added to Guest House road
- Updates to video matrix
- New 2024 Chevy Equinox vehicle
- New Security Cameras

Little Traverse Wheelway and Northwestern State Trail:

- Replaced entire bridge decking in-front of Oden Fish Hatchery
- Replaced various bridge decking boards near Ponshewaing.



2025 Park Projects

Camp Petosega:

- **Ice storm tree debris cleanup/damage**
- Roadway asphalt project from Rock wall to Rec Hall.
- Cabin D&F restoration project
- Tree removal in the campground
- New campground light bollards
- Dock welding repair
- Campground directional signs
- Update Disc Golf signage
- Install 18 Pro/Long turf tee pads
- New stand up riding debris blower
- Cabin 5 window replacement
- Cabin F screen door replacement
- Replace/rebuild Cedar Creek bridge trail crossing

McGulpin Point Lighthouse:

- **Ice storm tree debris cleanup/damage**
- Additional tree removal
- Renovation of Duplex house into seasonal housing
- New siding and a few windows on the McGulpin Cottage
- Signage updates
- Refresh & repainting lighthouse shutters

Emmet County Fairgrounds:

- **Ice storm tree debris cleanup/damage**
- Update electrical in the T-barn
- New GMC Sierra 2500HD work truck
- Replace tongue and groove on barn doors
- New furnace Equestrian Building
- New thermostat in Community Center
- Paint Equestrian building downstairs bathroom
- Paint Equestrian building kitchen
- New floor scrubbing machine for Community Center
- Restripe/crack sealing parking lot lines
- Utility Garage door frame

Headlands:

- **Ice storm tree debris cleanup/damage**
- Additional tree removal along roadway
- New GMC Sierra 2500HD work truck
- Waterfront Event Center green roof maintenance
- Parking lot security camera

Little Traverse Wheelway and Northwestern State Trail:

- **Ice storm tree debris cleanup/damage**
- Replace various decking boards on bridge near Ponshewaing.

2025 Park Programming, 32 Park Programs scheduled

Fairgrounds

- *Fairgrounds Egg Scramble – 4/19/25 – 11am*
- *FreeCycle Book Drive – 3/1/25 – All month*
- *Summer Craft Show – 6/21/25 – 9am – 4pm*
- *Cruise-In Car Show – 7/20/25 – 10am – 1pm*
- *Brother Dan's Handmade Holiday Craft Show – 11/22/25 – 9am-4pm*
- *Visit with Santa! – 12/13/25 – 12pm-3pm*

Camp Petosega

- *Annual Ice Fishing Day - 2/15/25 – 12pm – 4pm*
- *Father's Day Pancake Breakfast – 6/15/25 – 9am -11 am*
- *Independence Day 5K – 7/12/25 – 9am*
- *Fly Fishing Demonstration with Trout Unlimited – 8/9/25 – 1pm – 3pm*
- *Haunted Halloween Weekends – 10/4/25 & 10/11/25 – 5pm – 8:30pm*

McGulpin Point Lighthouse

- *National Lighthouse Day Open House - 8/7/25 – 10pm – 5pm*
- *Shipwrecks and Lighthouses of the Straits of Mackinac with Craig Wilson – 8/7/25 – 3pm*
- *Autumn at McGulpin Point - 10/18/25 – 10am-5pm*

Headlands International Dark Sky Park

- *James Webb Space Telescope Mission Update – 5/14/25 – 8:30pm – 9:30pm*
- *Introduction to Astrophotography with NOMAC – 5/21/25 – 7pm*
- *Aurora Chasers Workshop – 5/30/25 – 12pm*
- *History of the Universe with NOMAC – 6/4/25 – 7pm*
- *Processing Astrophotography Images Part 1 with NOMAC – 6/11/25 – 7pm*
- *Processing Astrophotography Images Part 2 with NOMAC – 6/12/25 – 7pm*
- *What Telescope is Right for You? With NOMAC – 6/18/25 – 7pm*
- *Introduction to Astronomy with Angie Morthland – 6/25/25 – 7pm*
- *Seeing with New Eyes: How Telescopes View the Universe with Allison Strom – 7/2/25 – 7pm*
- *The Speed Limit of the Universe with Aurelian Balan – 7/11/25 – 7pm*
- *Astronomical Vacations with Norbert Vance – 7/30/25 – 7pm*
- *Why Do We Have Meteor Showers? With NOMAC – 8/6/25 – 7pm*
- *Headlands Light's Out Challenge - 8/21/25 – 8pm*
- *Celestial Navigation – The Basics with Mike Horn – 8/28/25 -7pm*
- *Full Moon Hike – Headlands International Dark Sky Park – 9/7/25 – 9pm*
- *Full Moon Hike – Headlands International Dark Sky Park – 10/7/25 – 8pm*
- *Comets and Broom Stars of the Night Sky with Kevin Dehne – 7/16/25 – 7pm*
- *From Space to the Beach, Rock Found in Michigan with Kevin Dehne – 8/14/25 – 7pm*

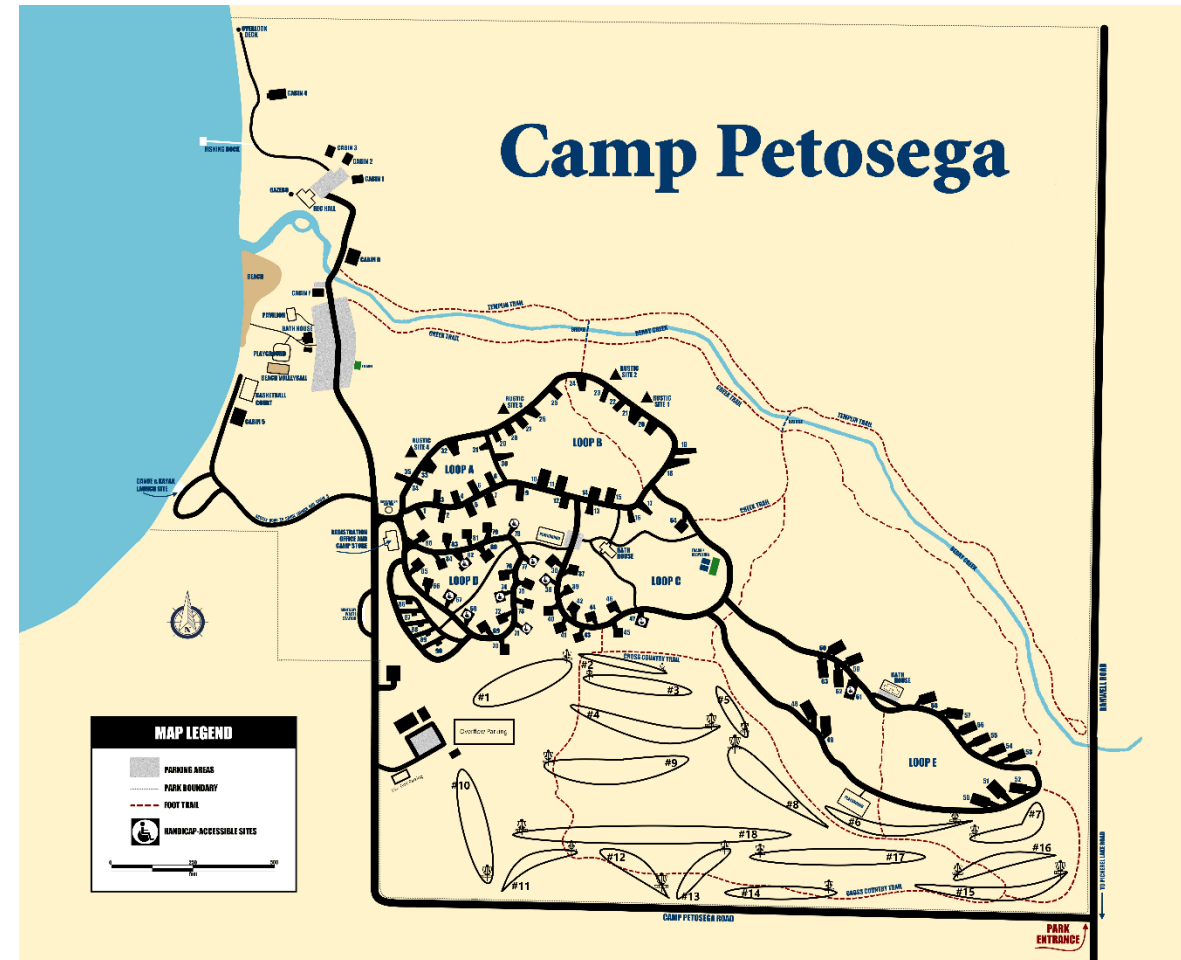
Park Programming History:

- 2022 – 3,350 people attended, 31 Park programming events
- 2023 – 3,719 people attended, 32 Park programming events
- 2024 – 3,905 people attended, 32 Park programming events





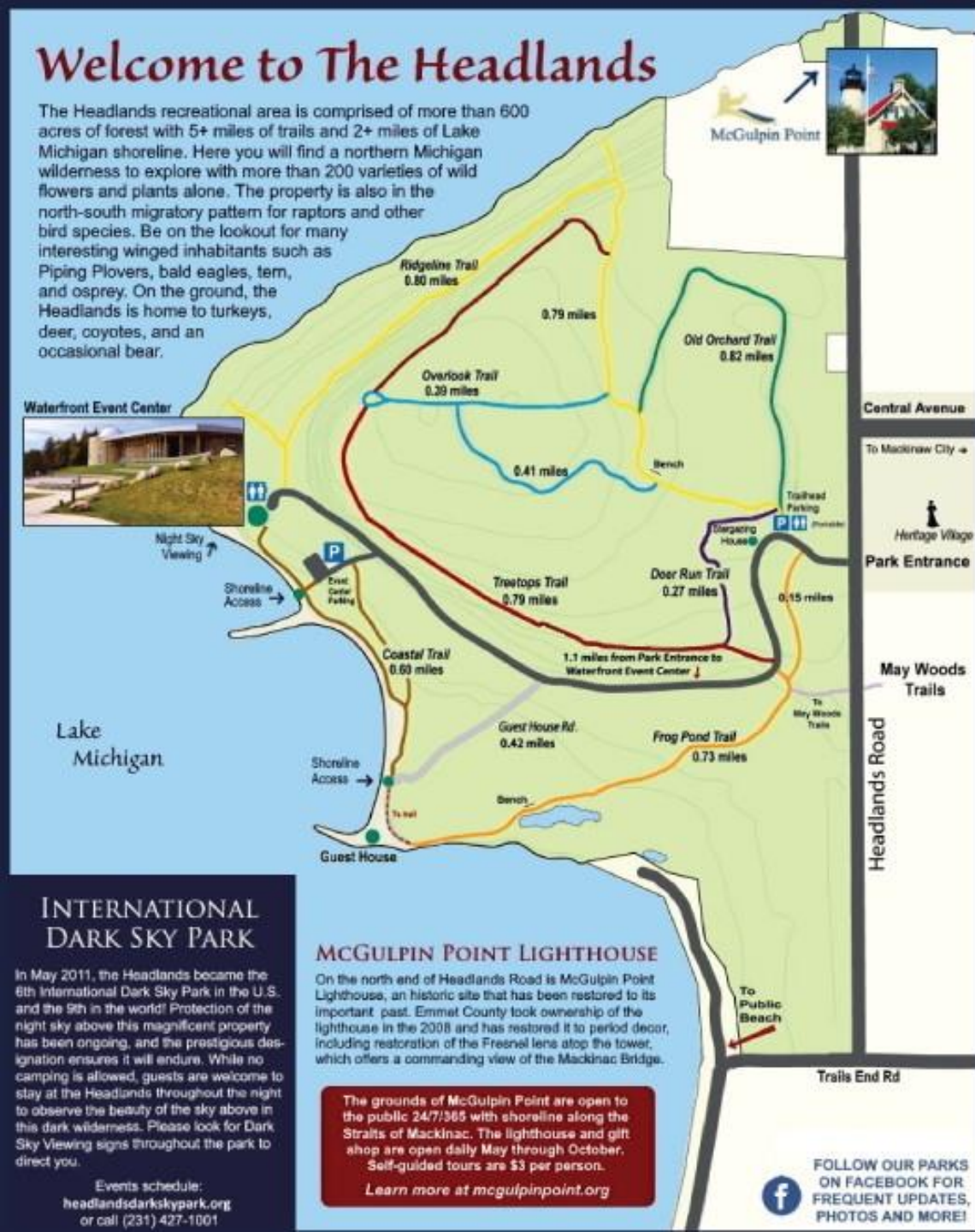
- 276 acres
- 94 Site Campground
 - 84 regular sites with water
 - 5 sites with full hook ups
 - 4 rustic sites
- 7 rental cabins
- 18 hole disc golf course
- Recreation hall for large events
- Pavilion available to rent
- \$397,720.16 in revenue in 2024
- 4 Bathhouses and shower locations
- Three playgrounds (central, beach & new loop)
- Basketball court
- Large swimming beach on Pickerel Lake
- Large fishing T dock
- Canoe and kayak launch
- Miles of hiking trails, Cross country ski trails in the winter



HEADLANDS

International Dark Sky Park

- International Dark Sky Association designation in 2011
- 525 acres
- 3 mobile Celestron telescopes
- 20" Planewave telescope in the observatory
- Gift Shop
- \$227,878.40 in revenue in 2024
- Event Center to host large events
- 2 rental houses
 - Guest House – sleeps 20
 - Stargazing house – sleeps 8
- Dark Sky Discovery Trail
- Miles of hiking trails, Cross country ski trails in the winter





McGulpin Point

- 11 acres
- Historic Site and currently undergoing restoration
- Tour of the Lighthouse quarters \$3/person
- Gift shop
- Discovery Trail
- McGulpin Cottage rental – sleeps up to 4
- \$79,665.79 in revenue in 2024
- Purchased by Emmet County in 2008
- 336 feet of shoreline on the Straits with a view of the Mackinac Bridge.
- Was operational and protected shipping traffic on the Straits of Mackinac against storms, fog and rocks between 1869 and 1906.
- Central Michigan University conducted an archeological dig on the site in 2012.
- Historical Restoration completed in 2023.





EMMET COUNTY COMMUNITY Fairgrounds

- Home of the Emmet/Charlevoix County Fair in August
- 28 acres
- \$88,524.58 in revenue in 2024
- Community Center rental building for large events
 - Maximum capacity seating is 300 people
 - Total area is 11,000 sqft
- 2 Horse arenas, 5 barns, and 1 bath house available for rental
- Host to a large variety of trade shows, Car Shows, community dances, fundraisers, and weddings
- 70 Electrical pedestals for the utilization of RVs and vendors





- Cecil Bay is at the Northern tip of Emmet County
- 800 acres and 1+ mile of shoreline on Lake Michigan
- Cecil Bay is one of only a few Great Lakes wetlands.
- At the mouth of the Carp River
- Public, sandy and secluded beach on Lake Michigan
- Day use pavilion available for picnics



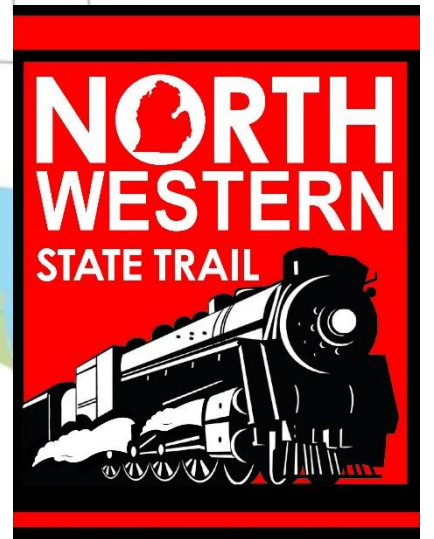
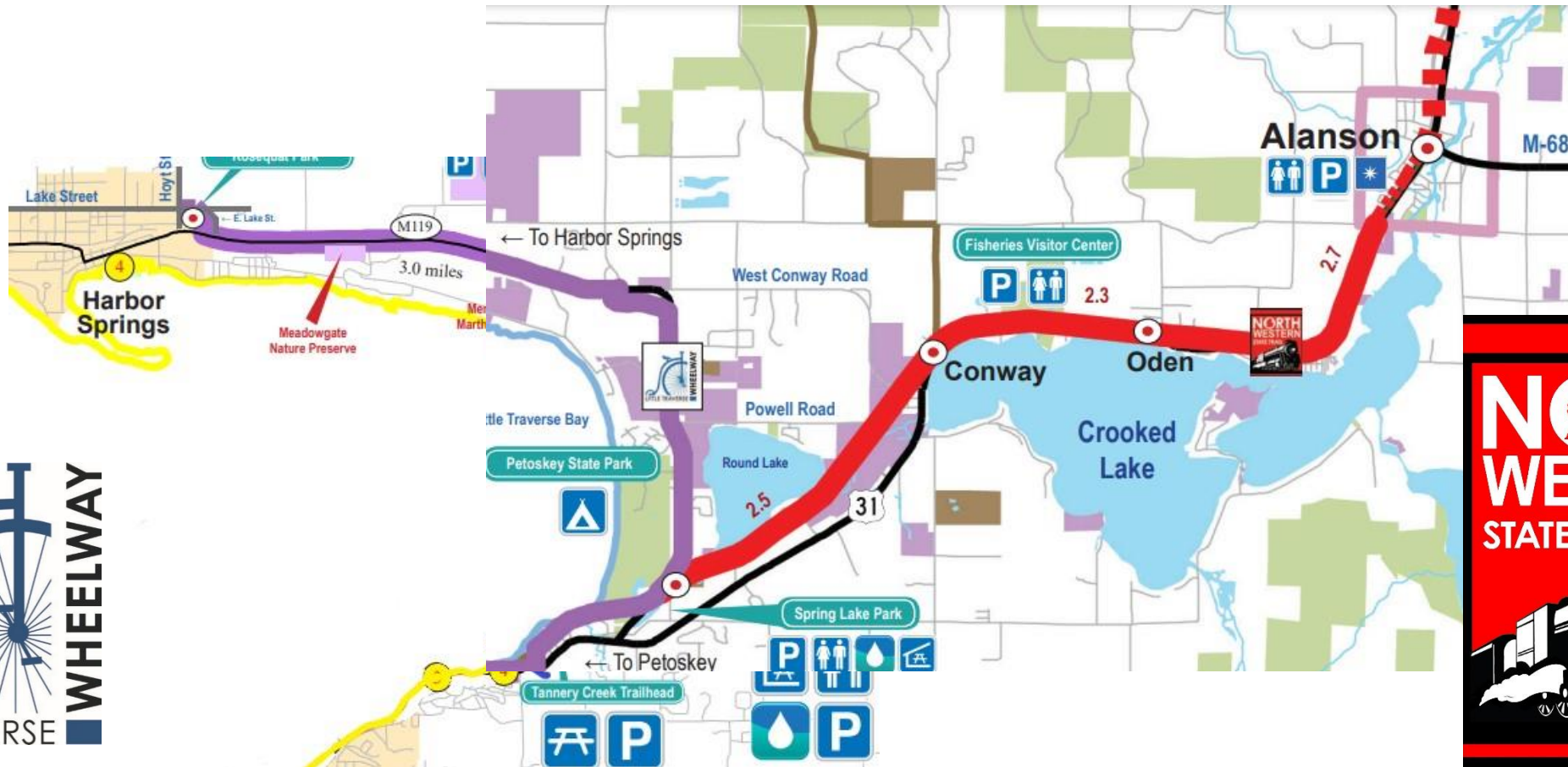
Did you know ... Cecil Bay is part of 21,000 acres of protected land known as the Dark Sky Coast of Michigan? In 2012, Michigan Gov. Rick Snyder signed legislation known as the Dark Sky Coast Bill, protecting the night sky above state forest land in NW Emmet County. It includes the Headlands International Dark Sky Park, which earned International Dark Sky Association designation in 2011.

Crooked River Lock and Weir

- The Emmet County Parks and Recreation Department operates the Crooked River Lock with a sub-lease through the Michigan DNR, who leases the facility through the US Army Corps of Engineers.
- \$47,365 in revenue in 2024
- Annual Pass - \$45
- Daily Pass - \$15
- ~9,000 vessels annually
- Crooked River Lock became necessary in order to raise and maintain the water levels of Pickerel Lake and Crooked Lakes, which had dropped considerably after completion of dredging in the mid-1950s
- Fun Fact: The Crooked River Lock was the third busiest recreational lock in ALL of the US Army Corps locks in 2020, and 2021.
- Helps to maintain the water level of Crooked and Pickerel Lakes to 595.40' IGLD85.
- Significant repairs made to the controls during the winter of 2023/2024.



- North West State Trail – 7.0 Miles
- Little Traverse Wheel way - 6.7 Miles
- Maintaining both trails mowing & tree removal, spring debris removal and a number of dog waste stations





Parks and Recreation staff:

- Park Manager of Headlands and McGulpin Point Lighthouse – Jamie Westfall (left)
- Park Manager of Camp Petosega and Crooked River Lock – John Childress (second from left)
- Facilities Maintenance – Travis Oelke (middle)
- Programming/Sales Coordinator – Austin LaVigne (second from right)
- Director of Parks and Recreation – Ryan Bauman (right)
- 21 Seasonal staff members (not pictured)





EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Administrator Report

ATTACHMENTS:

Description

- ▣ Administrator's Report

Emmet County Board of Commissioners Meeting

May 5, 2025

Administrator's Report

Staff Report

Open	Department	Status
Paramedic PT	EMS	Reviewing applications
Deputy Director of Equalization	Equalization/GIS	On hold
Deputy Sheriff	Sheriff	Reviewing applications
Building Inspector/Plan Reviewer	Construction Resources	Reviewing applications
Internal Controls Specialist	Treasurer	Reviewing applications
Deputy Clerk (PT)	Clerk	Reviewing applications
New Hires		DOH
Steven Willis	Corrections	TBD
Dustin Stone	Corrections	TBD
Kaitlyn Smith	Deputy Sheriff	TBD
Steven Willis	Corrections	TBD
Michael Bailey	Deputy Sheriff	TBD
Garrison Deline	Deputy Sheriff	TBD
Dulcey Sripster	FOC	5/5/2025
Retirement		
Jennifer Swenor	Probate	5/30/2025
Seasonal Openings		
2025 Parks		Filled
2025 DPW		Filled
2025 Sheriff		2 out of three Filled

Storm Update

In this stage of the recovery, we are working with all the local jurisdictions to identify costs of the storm and debris management, as well as attempting to get the volunteer organizations who can help private citizens involved in cleanup operations.

Currently we are working with MSP EMHSD and FEMA doing preliminary damage assessment for individual assistance (IA) and public assistance (PA) for consideration of a federal declaration of a major disaster. The IA damage assessment last week showed that Cheboygan County was the only county to meet the federal threshold for assistance. This will allow all the counties that touch Cheboygan to qualify for the federal small business loans that will become available to small

businesses once a disaster is declared by the federal government. The PA assessments this week will allow the local jurisdictions to potentially claim some reimbursement for expenditures during the storm and for the ongoing debris cleanup.

We are continuing to gather debris at the drop off sites. Pictures attached of Offield and Hathaway Rd.



Offield Site



Hathaway Rd.

Preparedness for Disasters and Emergencies

We have all learned over the last month that family preparedness for disasters and emergencies is a crucial part of ensuring safety and resilience during unexpected events. Natural disasters like tornadoes, power outages or health crises, can strike without warning. Families can take proactive steps to mitigate the impact and recover more efficiently. The foundation of preparedness begins with open communication and planning. Families should sit together to discuss potential risks in their area, create a disaster response plan, and ensure every member understands their role in it.

The FEMA website and Ready.gov are valuable resource for disaster preparedness, offering a wealth of tools and information to help families and communities stay safe.

Building Department

The March 2025 Inspections and Permits Issued Report is attached for your review.

Real winter weather is definitely reflected in the March numbers. Building, electrical and plumbing inspections were all down slightly from 2024. The mechanical trade inspections were up slightly. Electrical, mechanical, and plumbing permits issued are slightly above last year for the same three month period.

Building permits activity is slightly down (7% less) from last year. New residential construction for single-family homes stands at 16 permits, and new multi-family construction at 6 permits during the first three months of 2025. All permits combined show a 4% increase over the first three months of 2024.

Overall activity for the month of April has been steady, meaning that construction activity this spring and summer construction activity should be steady.

Parks and Recreation

TBD Construction team on last week to kick-off the paving project at Camp Petosega the project. Silt fencing was installed and they began removing asphalt in the community building parking. The sod was removed where the dumpster pad is being relocated.

We hosted the 4th annual Emmet County Fairgrounds Egg Scramble in partnership with the City of Petoskey Parks & Rec, and Great Start Collaborative.

We had 6000+ eggs hidden around the grounds and over 200 children attended, the hunt was quickly over in about 10 minutes

2025 CROOKED RIVER LOCK SCHEDULE	
April 28 – May 11	9 a.m. – 5 p.m.
May 12 – June 22	8 a.m. – 9 p.m.
June 23 – August 3	8 a.m. – 10 p.m.
August 4 – September 1	8 a.m. – 9 p.m.
September 2 – September 28	9 a.m. – 5 p.m.
October 4 – October 5	9 a.m. – 5 p.m. – Sat & Sun Only
October 11 – October 12	9 a.m. – 5 p.m. – Sat & Sun Only
October 18 – October 19	9 a.m. – 5 p.m. – Sat & Sun Only

2025 Lock Rates: Annual Pass = \$45 Daily Pass = \$15

Current Request for Proposals (RFPs)

Jail Commissary Services and Inmate Banking Software

PROPOSAL DUE DATE: May 28, 2025 @ 3:00 PM EST

Emmet County is soliciting proposals from prospective vendors to provide the County with Commissary Services and Inmate Banking Software to the Sheriff’s Office.

Transfer Station Skid Steer

PROPOSAL DUE DATE: May 19, 2025 @ 3:00 PM EST

Emmet County is soliciting proposals from prospective vendors to provide the County with a new skid steer to use for compost loading and other various tasks at the Transfer Station.



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Proclamation - Building Safety Month

SUMMARY:

The International Code Council (ICC) has again designated the month of May as Building Safety Month. Yearly, ICC encourages federal, state and local officials to recognize their building code officials and the important role they have in assuring the safety of buildings and structures in their communities.

For the past few years, a resolution recognizing the Building Inspection Department has been presented to the Emmet County Board of Commissioners with a request for approval and the signature of the Board Chair. Similar resolutions are generally passed at the state and federal levels as well.

The Emmet County Planning, Zoning and Construction Resources office has proudly displayed these resolutions in their office in the past. Additionally, the signed document is shared with ICC for posting on their Building Safety Website along with other participating communities around the world.

The 2025 Building Safety Month Proclamation is attached for your consideration and approval.

ATTACHMENTS:

Description

- ▣ Proclamation - Building Safety Month



Emmet County Proclamation

Building Safety Month — May 2025



Whereas, Emmet County is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure that serve our citizens, both in everyday life and when disaster strikes, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians such as building safety and fire prevention officials, along with architects, engineers, builders, tradespeople, design professionals, laborers and others involved in the construction industry, working cooperatively year-round to ensure the safe construction of buildings and structures, and;

Whereas, these guardians, working with the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, and on which the Michigan Codes are based, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

Whereas, these modern building codes include safeguards to protect the public from natural disasters and hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; as well as man made disasters caused by sub standard construction practices, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities largely unknown protectors of public safety, our local code officials, who role is to assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, "Game On", the theme for Building Safety Month 2025 which means "get in the game and celebrate building safety", encourages us all to raise awareness of building safety for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit, showing that code compliance is possible through cooperative efforts, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building safety departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, we, the Emmet County Board of Commissioners, do hereby recognize and proclaim the month of May 2025 as Building Safety Month. Accordingly, we encourage our citizens to recognize the importance of the Code Officials in their communities, and the Code Official's role of ensuring safe and code compliant structures and buildings within their communities.



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

LOU between Sheriff/FOP/BOC New Hire PTO

SUMMARY:

This letter of understanding among the Emmet County Sheriff, the Fraternal Order of Police, and the Emmet County Board of Commissioners is a one-time waiver of ARTICLE XIV VAVCATIONS, Section 14.1 and authorizes the Emmet County Sheriff to employ Chuck Mullins with an allocation of 120 hours of vacation time. This waiver is specific to Mullins, based on his 30 years of experience in law enforcement.

RECOMMENDATION:

Request as brought forward to the Board by Sheriff Leirstein.

Civil Counsel Review / Recommendation:

Labor Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move the Board approve the Letter of Understanding, allowing Sheriff Leirstein to provide potential new hire Chuck Mullins with 120 hours of vacation time, and authorize the Emmet County Board Chairperson to sign the same.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

▣ LOU

BOARD OF COMMISSIONERS and SHERIFF
FOR THE COUNTY OF EMMET

AND

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNSEL
representing the EMMET COUNTY ROAD PATROL DEPUTIES

LETTER OF UNDERSTANDING

This Agreement is entered into this ____ day of March 2025, between Emmet County Board of Commissioners and the Emmet County Sheriff (hereinafter collectively referred to the “Employer”), and the Michigan Fraternal Order of Police Labor Council (hereinafter referred to as “Union”).

WHEREAS, The Employer and Union are parties to a collective bargaining agreement, hereinafter referred to as the Agreement, which is dated January 1, 2023, and remains in effect until December 31, 2025, and

WHEREAS, The Employer and Union wish to credit 120 hours of vacation leave to prospective employee Chuck Mullins who has over 25 years of full-time prior police experience as a hiring incentive.

WHEREAS, the current collective bargaining agreement does not allow 120 hours of vacation leave for new hires with less than five years of service under ARTICLE XIV VACATIONS, Section 14.1 Vacations.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Upon execution of this agreement, a new hire Chuck Mullins, shall be credited with 120 hours of vacation leave upon hire.
2. Chuck Mullins shall accumulate 120 hours of vacation time each year thereafter as outlined in the collective bargaining agreement at the five (5) year to ten (10) vacation accumulation schedule. After ten years of service, vacation accumulation shall proceed according to the CBA.
3. All other sections or language in the current collective bargaining agreement shall remain unchanged other than what is specifically written above.
4. It is expressly understood that this Letter of Understanding is unique and shall be without precedent or prejudice for any future circumstances.

FOR THE EMPLOYER

Matthew Leirstein Date
Sheriff, Emmet County

David White Date
Board Chair, Emmet County

FOR THE UNION

Paul D. Postal Jr Date
FOPLC Business Agent

Jesse Berg Date
President, FOPLC



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Fair- Liquor License Application

SUMMARY:

The County Fair wishes to provide alcohol again this year. The dates where the sale of alcohol would occur are Tuesday, August 19, 2025 through Saturday, August 23, 2025.

The County must apply for a liquor license for such an event through the State of Michigan. The application is attached.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the attached Special License Application and Certified Resolution of Support for submission of an application to the Michigan Liquor Control Commission for a special liquor license to serve alcohol at the Emmet Charlevoix County Fair on August 19, 20, 21, 22, and 23, 2025, and authorize the County Administrator to sign the application and other documents required to obtain the special liquor license.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

▣ Application



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Special License Application

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 1 - Applicant Organization Information

Applicant organization name: COUNTY OF EMMET		
Applicant address: 200 DIVISION ST		
City: PETOSKEY		Zip Code: 49770
Contact name: AGNES SHAW	Phone: 231-347-1010	Email: ashaw@emmetcounty.org
Alternate contact name: BECKY SWIGER	Phone: 231-439-1586	Email: opengaitfarm@gmail.com
1. Has the applicant organization previously received a Special License? <input checked="" type="radio"/> Yes <input type="radio"/> No		Leave Blank - MLCC Use Only
<i>Michigan organizations must provide current articles of incorporation filed with Michigan Corporations Division.</i>		
<i>Out-of-state organizations must provide: (a) current articles of incorporation from state of issuance; (b) current certificate of good standing from state of incorporation; and (c) current Certificate of Authority to Transact Business in Michigan issued by the Michigan Corporations Division.</i>		
2. Has the applicant organization been established for one (1) year or longer? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Date the applicant organization was established (month/day/year): _____ 1906		
3. Is the applicant organization a municipality? <input checked="" type="radio"/> Yes <input type="radio"/> No		

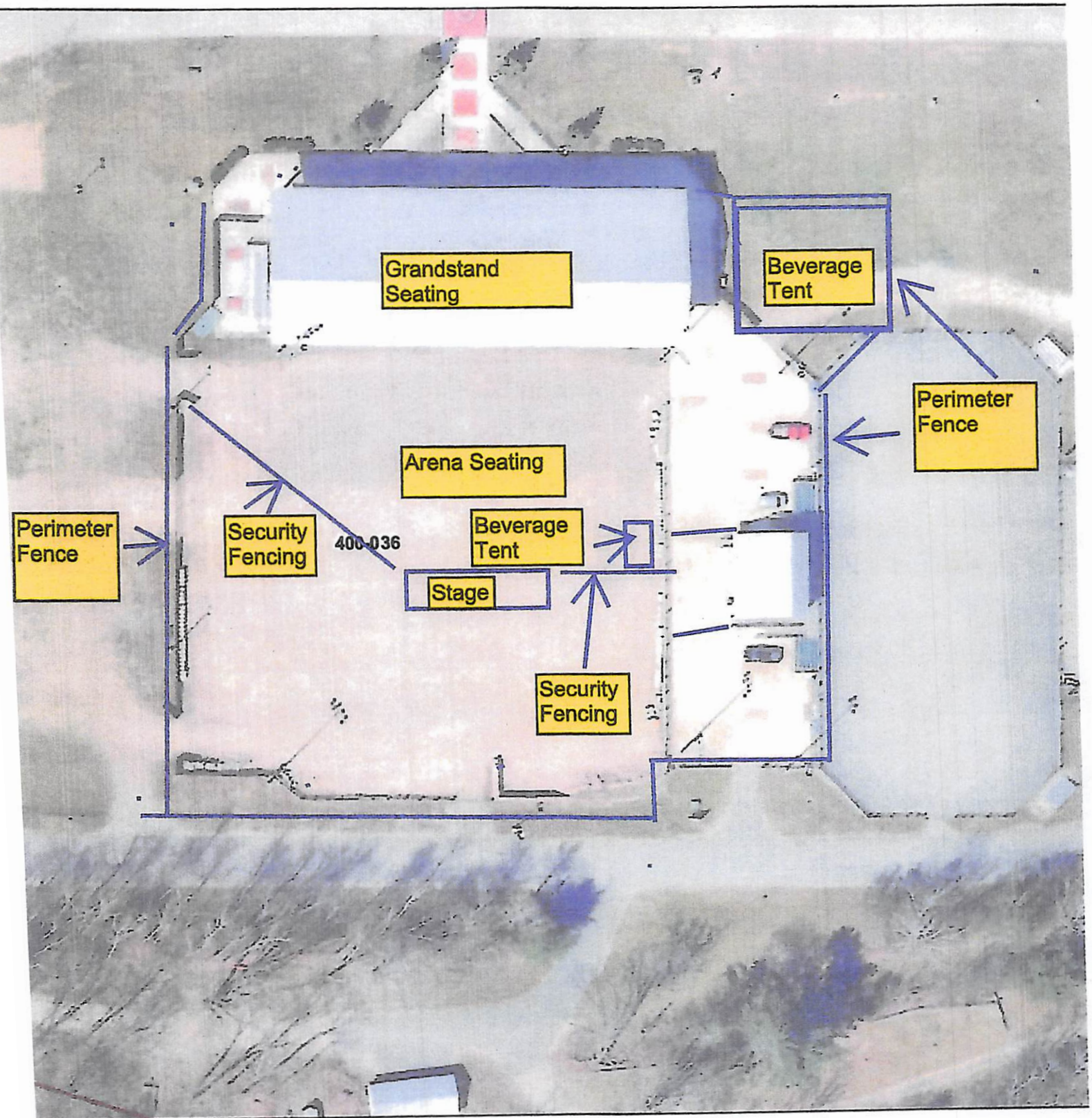
Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

Address of event location: 1129 CHARLEVOIX AVE	
City, township, or village where event will be held: PETOSKEY	County: Emmet
1. Will you submit your completed application at least ten (10) business days before your event? <i>It is strongly recommended that you submit the application as soon as you know the date of your event(s).</i> <input checked="" type="radio"/> Yes <input type="radio"/> No	
2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location? <input checked="" type="radio"/> Yes <input type="radio"/> No	
3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5) <input checked="" type="radio"/> Yes <input type="radio"/> No	
4. Is the event location within 500 feet of a church or school? If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5) <input type="radio"/> Yes <input checked="" type="radio"/> No	
5. Is the event location outdoors or partially outdoors? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If Yes, list the exact dimensions of the outdoor area: Submit a clear diagram of the outdoor service area with your application form.	
200 feet X 100 feet = 20,000 square feet Width Length	
Describe type and height of the barrier that will be used to enclose the outdoor area: 6' chain link secure fencing	
6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons: Emmet County Sheriff's deputies, City of Petoskey Public Safety, Northern Alliance private Security Co., Michigan State Police will be on duty throughout the grandstand/arena area to monitor activities of patrons	

EMMET-CHARLEVOIX CO. FAIR 2025 GRANDSTAND EVENT AREA MAP AND EVENTS
TUESDAY, AUGUST 19, WEDNESDAY, AUGUST 20, THURSDAY, AUGUST 21, FRIDAY, AUGUST 22
AND SATURDAY, AUGUST 23

GATES OPEN TO PUBLIC AT 3:00 P.M. EACH DAY

- 1. Permanent chain fencing and steel crowd control barriers encloses the entire entertainment area including the beverage tent area.**
- 2. Gates are manned at all times during events. Security on duty inside area amongst crowd.**
- 3. The beverage tent area will be enclosed by steel crowd control barricades.**
- 4. Beverages will only be allowed inside designated gated areas.**
- 5. Patrons will be required to submit proof of age picture ID prior to an armband being affixed to them by our staff.**



Produced Using the
Emmet County
Mapping Portal

ArcGIS Web AppBuilder
27/2024

It is not



Emmet - Charlevoix
County Fair
P.O. Box 496
Petoskey, MI 49770

poses only.
; or duplication of a

Tax Parcels

Ortho2022_6In

Red: Band_1

Blue: Band_3

7. Is the event location situated in or on state owned land, such as a state park or National Guard armory? ☐ Yes ☒ No
If Yes, attach a copy of your documentary proof of approval to use the state owned land.

8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license? ☐ Yes ☒ No
If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)

9. Will the event(s) involve an auction of donated wine? ☐ Yes ☒ No
If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption **AND** for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

10. Will marijuana be sold and consumed under a Temporary Marihuana Event License issued by the Cannabis Regulatory Agency (CRA) within the proposed event area where alcoholic liquor will be sold and consumed? ☐ Yes ☒ No

11. Is the event location within the commons area of a Social District? ☐ Yes ☒ No
If Yes, you must obtain written documentation from the local governmental unit, including a clear diagram, that delineates the part of the commons area of the Social District to be used exclusively for your event and the part to be used exclusively by the Social District permittees during the time period for your event pursuant to [MCL 436.1551\(3\)](#). Submit the documentation and the diagram with this application.

12. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date.** If you request a Special License for on-premises consumption **AND** for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

1	Aug 19, 2025		Describe event being held: cornhole tournament	
	Date			
	2:00p.m.	11:00p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input checked="" type="radio"/> No	

2	Aug. 20, 2025		Describe event being held: Country Music Concert	
	Date			
	2:00p.m.	11:00p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input checked="" type="radio"/> No	

3	Aug. 21, 2025		Describe event being held: Monster Truck Show	
	Date			
	2:00p.m.	11:00p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input checked="" type="radio"/> No	

4	Aug. 22, 2025		Describe event being held: Monster Truck Show (second night)	
	Date			
	2:00p.m.	11:00p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input checked="" type="radio"/> No	

5	Aug. 23 2025		Describe event being held: Auto Cross Competition	
	Date			
	2:00p.m.	11:00p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6			Describe event being held:	
	Date			
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

Part 3 Continued - Special License Fees Calculation

Special License Base Fee: <i>(per Special License requested)</i>	\$50.00
x Number of Special Licenses:	5
= Special License Fees: <i>MLCC Fee Code: 4008</i>	\$250.00
+ Sunday Sales Permit (P.M.) Fees: <i>MLCC Fee Code: 4032</i>	
+ Sunday Sales Permit (A.M.) Fee: <i>MLCC Fee Code: 4033</i>	
= TOTAL FEES DUE:	\$250.00

If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

Make checks payable to:
State of Michigan

Leave Blank - MLCC Use Only

Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of our knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. We also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Becky Swiger 231-439-1586 work

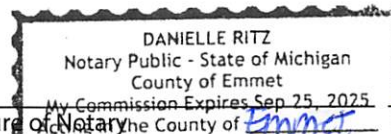
Print Name and Phone Number of President

Signature of President

Date

Danielle Ritz
Print Name of Notary

Danielle Ritz
Signature of Notary



3/7/2025
Date

Notary Public, State of Michigan, County of Emmet

Acting in the County of Emmet

My commission expires 09/25/2025

Laura Emery - 231-881-2711

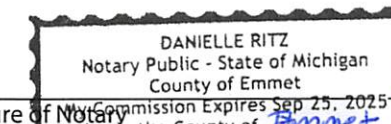
Print Name and Phone Number of Secretary

Signature of Secretary

Date

Danielle Ritz
Print Name of Notary

Danielle Ritz
Signature of Notary



3/7/2025
Date

Notary Public, State of Michigan, County of Emmet

Acting in the County of Emmet

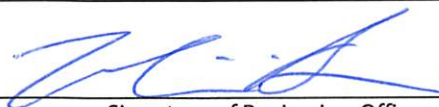
My commission expires 09/25/2025

DANIELLE RILEY
Notary Public - State of Michigan
County of Grand
My Commission Expires Sep 24, 2018
Acting in the County of Grand

DANIELLE RILEY
Notary Public - State of Michigan
County of Grand
My Commission Expires Sep 24, 2018
Acting in the County of Grand


Part 5 - Local Law Enforcement Approval*

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: Petoskey Pblc Safety	
Name & title of reviewing officer: Det Will Bowen	
Phone number of officer: 231-345-2500	Email of officer: wbowen@petoskey.mi.us
If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location.	
	
Signature of Reviewing Officer	
Date 3-7-25	

Part 6 - Church/School Consent (If Applicable)*

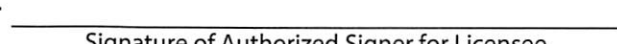
If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

Name of church or school: N/A	
Address of church or school:	
City:	Zip Code:
Phone number:	Email:
Name of clergy member or superintendent:	
I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location.	
	
Signature of Clergy Member or Superintendent	
Date	

***Please note: the Commission has the sole and only right to approve or deny this request for a Special License.**

Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

Name of licensee: none	Business ID Number:
Type of license held at this location (e.g. Class C, Club, Tavern, etc.):	
Phone number:	Email:
Name of authorized signer for licensee:	
I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location.	
	
Signature of Authorized Signer for Licensee	
Date	



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☒ Regular ☐ Special meeting of the ☐ Membership ☒ Board of Directors

called to order by David White on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by : _____ and supported by _____

that the application from Emmet County on behalf of Emmet-Charlevoix Fair
(Name of Organization)

for a Special License to serve alcohol on 8/19/2025 thru 8/23, 2025 (5 days)
(Event Date or Dates)

to be located at Emmet County Fairgrounds, 1129 Charlevoix Ave, Petoskey, MI 49770
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be recommended for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☐ Membership ☒ Board of Directors at a ☒ Regular ☐ Special meeting held on _____
(Date)

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date



Michigan Department of Licensing and Regulatory Affairs

Liquor Control Commission (MLCC)

Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Mailing Address: P.O. Box 30005, Lansing, MI 48909

Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Wine Auction Special License Wine Donation Record

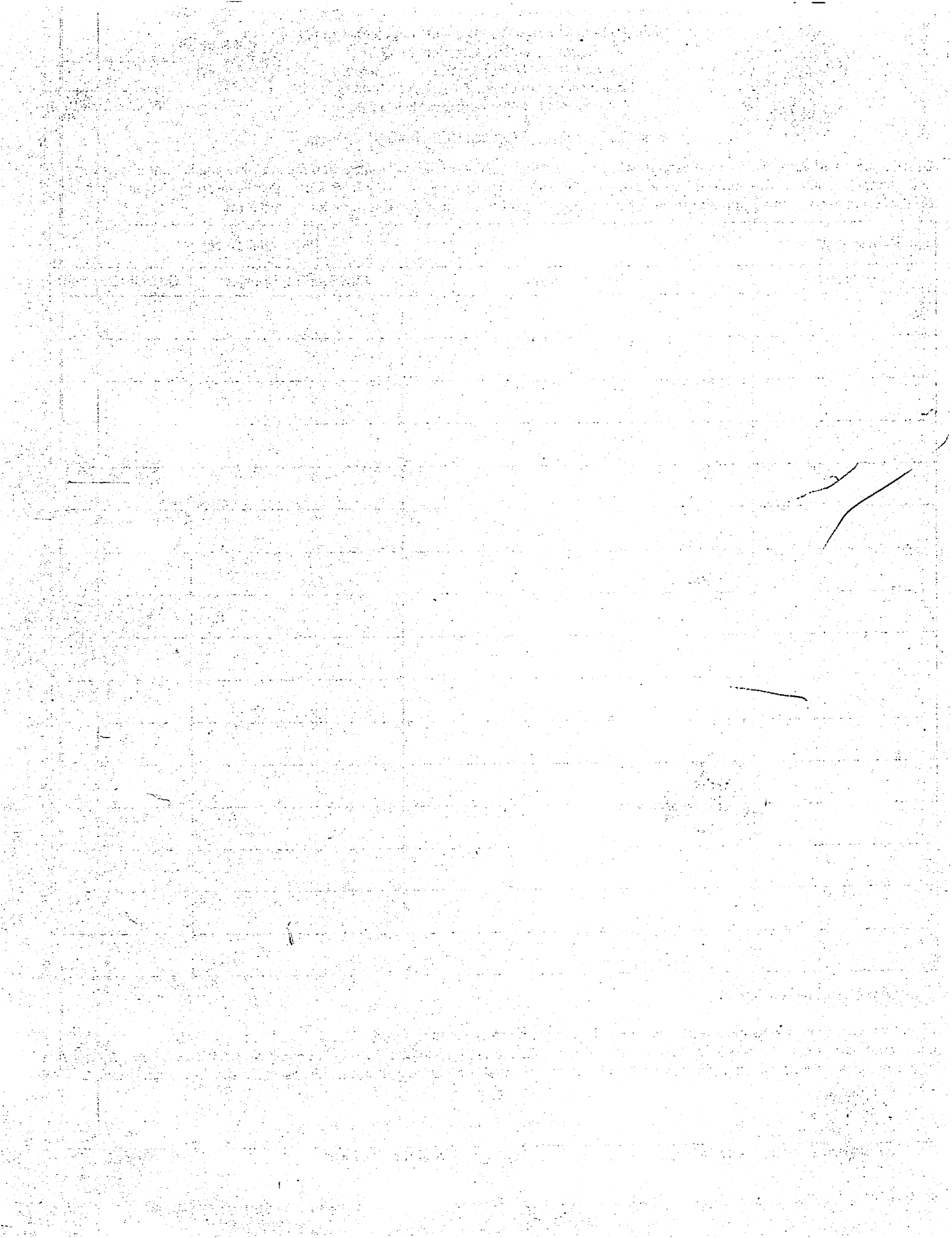
List the name and address of each person that has donated wine to the applicant organization for the wine auction and list the brand(s) and quantity donated. The applicant organization shall not accept donations of wine from a business licensed by the Michigan Liquor Control Commission. An authorized officer of the applicant organization must sign this donation record form.

Applicant organization:		Wine auction date:	
Donor Name	Donor Address	Wine Brand(s) Donated	Quantity Donated
N/A			

Signature of Authorized Officer

I hereby certify that all persons listed above have donated wine to the applicant organization listed above for this wine auction, to be conducted pursuant to the Michigan Liquor Control Code, MCL 436.1527. The persons listed above have donated wine to the applicant organization as individuals and not for or on behalf of any retail or nonretail business licensed by the Michigan Liquor Control Commission.

_____ Print Name of Authorized Officer	_____ Signature of Authorized Officer	_____ Date
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EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Partial Flooring Replacement - Four Facilities

SUMMARY:

On March 5, 2025, a request for proposal (RFP) was released asking vendors to submit proposals for the removal and replacement of flooring in four Emmet County building locations. In addition to posting the RFP on the Emmet County website and BidNet, staff directly emailed the RFP to several local vendors.

The locations include Lakeview Academy, approximately 3,250 sq./ft., Circuit Court Offices, approximately 2320 sq./ft., Circuit Court Law Library / Conference Room approximately 1900 sq./Ft., and Bay Bluffs, various rooms, approximately 2600 sq./ft. A majority of the flooring is carpet, however some small areas will be luxury vinyl tile.

On March 28, 2025 a public bid opening was conducted. National Painting Contractors submitted the only bid at \$108,611.15. Staff recommends the bid be awarded to National Painting Contractors.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the proposal submitted by National Painting Contractors, in the amount of \$108,611.15, to removal and replacement of flooring as specified in RFP EC-03-2025-07, pending a suitable agreement to be determined by Civil Counsel and the Administrator, and authorize the Administrator to sign all necessary documents.

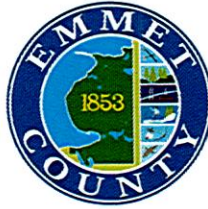
Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▢ Bid Results
- ▢ Vendor Matrix
- ▢ RFP EC-03-2025-07
- ▢ National Painting Contractors Proposal

200 Division Street



Petoskey, MI 49770

Emmet County Partial Flooring Replacements – Four Properties

Present: Dave Anolick, Emmet County Facilities/Operations Project Manager
Priscilla Meyer, Emmet County Administrative Assistant

All Requests for Proposals were received on time and in accordance with noticed procedure. The opening of Requests for Proposals for Emmet County Partial Flooring Replacements – Four Properties was held on Friday, March 28, 2025, at 3:00 p.m., in the Emmet County Board of Commissioners Room, 200 Division Street, Petoskey, Michigan. Requests for Proposals were opened and read by Dave Anolick, Emmet County Facilities/Operations Project Manager. All Requests for Proposals were opened and available for review. The County of Emmet reserves the right to accept any proposal, reject any proposal and waive irregularities in proposals. Emmet County is requesting proposals for Emmet County Partial Flooring Replacements – Four Properties. The Proposal shall be provided in accordance with the Request for Proposals for Emmet County Partial Flooring Replacements – Four Properties, RFP# EC-03-2025#07, dated March 5, 2025.

BIDDER	DATE AND TIME RCVD	BID AMOUNT
National Painting Contractors NPC/JAMA Development 560 Ashmun Street Sault Sainte Marie, Michigan 49783	March 25, 2025 1:32 p.m.	See attached.

March 28, 2025


Dave Anolick, Emmet County Facilities/Operations Project Manager

March 28, 2025


Priscilla Meyer, Emmet County Administrative Assistant



National Painting Contractors / JAMA Development

560 Ashmun Street | Sault Ste. Marie, Michigan 49783
906.630.8864 | info@npcpainting.com | npcpainting.com / jama-development.com

RECIPIENT:

David R. Anolick / Emmet County

200 Division Street
Suite G74
Petoskey, MI 49770

Estimate #1132

Sent on

Mar 28, 2025

SERVICE ADDRESS:

Bay Bluffs Senior Medical Center
750 East Main St.
Harbor Springs, MI 49740

Product/Service	Description	Total
Lakeview Academy		\$29,343.50
Circuit Court Room & Jury Room		\$22,682.45
Law Library & Circuit Court Offices		\$17,846.70
Bay Bluffs Medical Facility		\$24,252.50
Circuit Court Room Alternate	Add for 90 ft. of rubber nose guard at Judge/Jury Steps to match cove base	\$1,329.00
Circuit Court Alternate	Add for rooms 112, 114, 118, 124 & (2) interrogation rooms	\$11,431.00
Bay Bluffs Medical Facility Alternate	Add for 80 ft. of transition to match carpet	\$776.00
Payment & Performance Bond	Add for 25% of total contract amount.	\$950.00

Native American Owned Business
HubZone Certified
MDOT Disadvantaged Business Enterprise
USDOL Journeyman Certified
OSHA Certified
Sam Registered
RFMA Member
Connex Member
Sault Chamber Member
STBA Member
Financing by Wisetack
Credit Cards Accepted

Rate Comparison and Vendor Evaluation Matrix

RFP TITLE:

**Flooring Replacements - 4
Properties**

RFP Proposal Due Date:

3/28/2025

<i>Description of Charges</i>	Qty	NPC		Vendor 2		Vendor 3	
		<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>
Lakeview	1	29343.500	29343.50		0.00		0.00
Circuit Court	1	35442.450	35442.45		0.00		0.00
Law Library	1	17846.700	17846.70		0.00		0.00
Bay Bluffs	1	25028.500	25028.50		0.00		0.00
Payment & performance bond	1	950.000	950.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
TOTALS:		\$108,611.15		\$0.00		\$0.00	

<i>Description of Charges</i>	Qty	Vendor 4		Vendor 5		Vendor 6	
		<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>
Lakeview	1		0.00		0.00		0.00
Circuit Court	1		0.00		0.00		0.00
Law Library	1		0.00		0.00		0.00
Bay Bluffs	1		0.00		0.00		0.00
Payment & performance bond	1		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
TOTALS:		\$0.00		\$0.00		\$0.00	

Lowest cost vendor:	NPC	Lowest cost vendor total:	\$108,611.15
----------------------------	------------	----------------------------------	---------------------

NPC	Total Cost:	\$108,611.15	Net Difference	\$0.00
Vendor 2	Total Cost:	\$0.00	Net Difference	\$0.00
Vendor 3	Total Cost:	\$0.00	Net Difference	\$0.00
Vendor 4	Total Cost:	\$0.00	Net Difference	\$0.00
Vendor 5	Total Cost:	\$0.00	Net Difference	\$0.00
Vendor 6	Total Cost:	\$0.00	Net Difference	\$0.00

RFP TITLE: Flooring Replacements - 4 Properties

RFP Proposal Due Date: 3/28/2025

Vendor Scoring Matrix							
Factor	Point Value	Points Earned					
	(Must total 100)	NPC	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6
Initial and Ongoing Costs for the Goods or Services	30	30					
Quality of the Item(s) and/or Work to be Supplied	25	25					
Conformity w/Specifications and Suitability to the Requirements of the County	25	25					
Past Performance of Vendor	10	10					
Warranty, Service Contracts, Industry Standars and References	10	10					
Total Score:	100	100	0	0	0	0	0

Vendor Selected: National Painting Contractors

Date Selected: 4/21/25

Winning Bid Amount: 108,611.15

Selected by: David R. Anolick

Budget	97,742.00		
Bid	97,180.15	11,431.00 Alternate #1	108,611.15 Total Cost
Under Budget	561.85		

Add: Alternate #1 for Circuit Court addition of 3 offices & 2 consultation rooms. Reviewed with Mr. Boyer who advised to include the alternate work to get best pricing and avoid multiple disruptions to the Court space.

Note: Only NPC and Ritesma attended the mandatory walk thru. NPC has performed interior painting and finish work at Bay Bluffs with satisfactory results.

Kiss Carpet
Kelly Fisher, G.M.
kfisher@kisscarpet.com
231-487-6828
8600 Moeller Drive
Harbor Springs, MI 49740

Ritsema Flooring
Robert Brent
brentr@ritsema.com
231-929-9698
1155 Hastings St.
Traverse City, MI 49686

Petoskey Flooring
Donnie Howell
petoskeyflooring@yahoo.com
231-487-0096
P.O. Box 368
Oden, MI 49764

Hamill's Floor Covering, Inc.
Cliff
hamillscarpet@charter.net
231-347-8601
2309 US 31 N.
Petoskey, MI 49770

Bay View Flooring
Randy Merchant
info@bayviewflooring.com
231-947-6900
67 Hwy US 31
South Traverse City, MI 49685

Floor Covering Brokers
Mike Makowski
MMakowski@floorcoveringbrokers.com
231-941-4700
1794 Barlow
Traverse City, MI 49686

Note: The RFP was emailed to all 6 of these vendors in addition to the usual web postings.



REQUEST FOR PROPOSALS

Emmet County Partial Flooring Replacements – Four Properties

RFP # **EC-03-2025 #07**

ESTIMATED TIMELINE –

RFP Released	March 5, 2025
Deadline to Submit Written Questions	March 18, 2025 @ 3:00 PM EST
Response to Questions	March 21, 2025 @ 3:00 PM EST
Proposal Due Date & Public Bid Opening – BOC Conf. Room	March 28, 2025 @ 3:00 PM EST
Award Date Pending BOC Approval	April 7, 2025 (tentative)

*BOC = Board of Commissioners

MANDATORY SITE VISIT – Circuit Court & Law Library, Emmet County Building,
200 Division St., Petoskey, MI 49770, March 13, 2025, 9:00 AM EST.
Lakeview Academy, 443 Bay St, Petoskey, MI 49770, March 13, 2025, 9:30 AM EST.
Bay Bluffs Senior Medical Facility, 750 E. Main St., Harbor Springs, MI March 13, 2025, 10:30 AM EST.

RFP PROCUREMENT CONTACT – David R. Anolick, Project Manager, danolick@emmetcounty.org, 231-348-1704.

Emmet County is soliciting proposals from prospective vendors to provide the County with the partial removal and replacement of flooring products at the four Emmet County properties listed in the attached Exhibit A.

A copy of this RFP and any subsequent addenda or communications may be obtained from the County's Purchasing page as well as on the BidNet Direct website at <https://www.bidnetdirect.com>.

A. PROJECT BACKGROUND

Removal and replacement of flooring products.

B. SCOPE OF WORK

The purpose of this request for proposal is to invite prospective vendors to submit a proposal to supply Emmet County with the removal and replacement of flooring products at four county facilities per the attached Exhibit A.

The Vendor shall provide the following related to this particular RFP:

- A. Removal of existing carpeting, vinyl flooring, cove base (where flooring is being replaced).
- B. Supply and install new carpeting, vinyl flooring, cove base (where flooring is being replaced) per the attached Exhibit A. All quantities are to be field measured and verified.
- C. At each location, supply one carton of “attic stock” of each product for future use.
- D. Supply all labor, adhesive, floor preparation (including old glue removal), disposal of all removed product, cartons, debris, and any required permits/fees.
- E. Moving, lifting, and resetting all furniture and equipment as required to permit installation of new product.
- F. Protection of all existing surfaces, furniture and equipment.
- G. Coordinate all work with Project Manager David Anolick and each respective location contact as shown under “Contact” in the middle column of Exhibit I to avoid disruption to business activities.
- H. Provide work schedule to include hours of daily work (coordinate with each location contact), project duration (start and end dates).
- I. Use all low VOC materials.
- J. Designate a site superintendant to handle all on site communication coordination with the Project Manager and/or location contacts.

Permits (if applicable): The work to be performed includes applying for, obtaining issuance of, complying with, and satisfying all required County and other governmental permits and permit conditions. The cost of all County permits will must be included within the proposal.

Disposal Requirements (if applicable): The selected vendor shall perform all work and lawfully dispose of all demolition debris, discarded waste, and other materials generated during the work.

C. SUBMITTALS

The Vendor shall also provide the following as requested for all County RFPs:

- A. If applicable, provide continual or annual costs such as warranties or service contracts.
- B. Description of its invoicing process. Invoices should itemize the date of service, reason for the service, the amount, and the vendor Tax ID number.
- C. An opportunity for Emmet County to complete a final inspection before acceptance of the work.
- D. Available financing options and terms.

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Emmet County as necessary to gain such understanding. The County reserves the

right to disqualify any vendor who demonstrates less than such understanding. Further, Emmet County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Emmet County.

All information provided by Emmet County in this RFP is offered in good faith. Individual items are subject to change at any time. Emmet County makes no certification that any item is without error. Emmet County is not responsible or liable for any use of the information or for any claims asserted there from.

The County intends to select a vendor in April 2025 but it is not obligated to do so.

D. EVALUATION CRITERIA

Submittals will be evaluated and ranked to determine the best value to the County based on the following criteria:

- A. Initial and Ongoing Costs for the Project
- B. Quality of the Work
- C. Conformity with Specifications and Suitability to the Requirements of the County
- D. Past Performance of the Vendor
- E. Warranty, service contracts, industry standards and references

The purpose of this competitive RFP is to promote a fair, most efficient means to obtain the best value to Emmet County, i.e., the proposal offering the best value, which shall be assessed in accordance with the evaluation criteria set forth in this RFP. Proposals will be reviewed by an internal committee where quotes will be evaluated and ranked on a consensus basis. Proposing bidders may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee.

Emmet County reserves the right in its sole discretion to accept or reject any or all proposals, in whole or in part, without incurring any cost of liability whatsoever, and to waive informalities and minor irregularities in bids received. The County shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in any archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification. If the selected vendor and Emmet County are not able to finalize contract terms for the intended goods or services requested in this RFP, the County reserves the right to select another vendor to provide the goods or services.

E. REPRESENTATIONS AND CERTIFICATIONS

Full name and address of the business with a short description of the business.

Include a description of the following:

- A. Business organization
- B. Year established
- C. Federal ID number
- D. Michigan tax ID number, if applicable.
- E. The business' legal formation (e.g. corporation, sole proprietor, etc.)
- F. State of incorporation, if applicable.
- G. List the business' officers (up to three).
- H. List the location and address of the business' office in Michigan that will provide the services requested.
- I. Provide a list of business' primary services. Provide a list of similar projects completed by the firm.

F. REFERENCES

RFP reviewers may solicit references from some or all client contacts provided. Please include at least three (3) references.

G. COMPENSATION / FEES

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. The County is tax exempt for state and local taxes, personal property tax, and real property taxes. Prices shall not include taxes, unless the County is not tax-exempt for a specific service or deliverable. Exemption certificates for sales tax will be furnished upon request.

Costs for subcontractors are to be broken out separately.

H. CONFLICT OF INTEREST

Disclose any conflicts or perceived conflicts of interest. Vendor shall to the extent practicable, disclose to the County the identity of vendor employees and relatives of vendor employees who are employed by the County as well as the identity of County employees who are employed by vendor.

Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

I. COPIES OF THE FOLLOWING ITEMS:

- A. Comprehensive General Liability and Property Damage coverage. (see below requirements)
- B. Professional Liability (Errors and Omissions) coverage.
- C. Worker's Compensation coverage. (see below requirements)
- D. Automobile Liability (see below requirements)
- E. Any and all relevant license/registration numbers.

J. INSURANCE REQUIREMENTS, WARRANTY AND BONDS (as applicable)

The successful bidder shall have no right to or expectation of coverage under any insurance policies of the County. Further, the successful bidder must meet the following minimum insurance requirements and provide proof of coverage on a Certificate of Liability Insurance form submitted with proposal:

1. If selected, a Certificate of insurance naming Emmet County as a certificate holder must be provided prior to the County's execution of a contract and must bear evidence of all required terms and coverage and provide 30 days' notice of cancellation or material changes to the coverage.
2. Certificate of insurance must name as an additional insured Emmet County, its agents, officers, officials, employees as additional insureds, as their interest may appear.
3. The Contractor shall be responsible for insuring all its tools, equipment and materials, which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

4. General Liability Coverage:
 - a. \$500,000 Each Occurrence
 - b. \$500,000 Property Damage
 - c. \$5,000 Medical Expense
 - d. \$500,000 Personal & Advertising Injury
 - e. \$1,000,000 General Aggregate
 - f. \$1,000,000 Products & Completed Operations
5. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit; or
 - b. \$1,000,000 Bodily Injury
 - c. \$500,000 Property Damage
6. Professional Liability (Errors and Omissions) Insurance:
[For contracts for professional services, e.g. Architect, Engineer, Doctors, Dentists, etc.]
 - a. \$1,000,000 Each Occurrence
 - b. If on a claim-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of Agreement.
7. Workman's Compensation insurance as required State statutory limits. If any proprietor, partner, executive, officer, member, or employee is excluded from worker's compensation or if the Workers Compensation policy is for certificate purpose only, it must be stated on the certificate.
8. Cancellation Notice:
Workers' Compensation Insurance, General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Emmet County Administrator.

If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Emmet County Administrator at least ten (10) days prior to the expiration date.

All insurance carriers must be licensed to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A-, unless otherwise approved by the County. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation, premiums, deductibles, or assessments of any form.

Warranty: In addition to any manufacturer and other warranties, the selected vendor guarantees and warrants that the work will be free from defects in workmanship and materials for a period of two (2) years from the date of the County's final payment to the vendor.

Performance Bond: If the bid is \$50,000 or more, the selected vendor is responsible for furnishing and maintaining at its cost a Performance Bond. The performance bond shall be 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. The bond shall be solely for the protection of the governmental unit awarding the contract.

Payment Bond: If the bid is \$50,000 or more, the selected vendor is responsible for furnishing and maintaining at its cost a Payment Bond. The payment bond shall be 25% of the contract amount and shall be solely for the

protection of claimants, supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract.

K. LIABILITY AND INDEMNIFICATION

The selected vendor shall be liable for any injury or damage occurring on account of the performance of its work. The selected vendor shall be required to indemnify, defend, and hold the County harmless for all claims, incurred by or asserted against the County, its elected and appointed officials, employees, agents and volunteers, by and person or entity, which are alleged to have been caused from the acts or omissions of vendor or vendor's employees. The County's right to indemnification is in excess and above any insurance required by the contract. The vendor shall have no right against the County for indemnification, contribution or subrogation.

L. AMERICANS WITH DISABILITIES ACT (ADA) AND SECTION 508 COMPLIANCE

Vendors shall warrant that end users will be able to access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. The website will conform, where relevant to Web Content Accessibility Guidelines (WACG) 2.0.

M. BACKGROUND CHECKS

Vendors that are selected to provide services that require access to law enforcement, Court facilities, Pellston Airport, and to other County locations after normal business hours, must undergo a background check by the Emmet County Sheriff's Department. The County reserves the right to require background checks of vendor employees for other sensitive services.

N. NON-DISCRIMINATION

Vendor, and its subcontractors, shall not discriminate against an employee or an applicant for employment, in hiring, any terms and conditions of employment or matters of employment for any reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state law.

O. DEBARMENT AND GRANT REQUIREMENTS

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits the bidder from participating in any procurement, the bidder must provide County with that information as part of their response. Failure to provide this information may result in disqualification of the response from consideration or termination of a purchase order or contract, if awarded.

To the extent that an awarded contract is funded in whole or in part by any federal or state grant, vendor will be required to comply with all applicable requirements in the grant.

P. TERMINATION OF CONTRACT:

When the vendor has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion

of Emmet County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work. The County reserves the right to require termination of the contract for its convenience in the contract terms finalized with the selected vendor. If funds are not appropriated or otherwise made available to support continuation of performance, the County may terminate the agreement. Vendor shall be paid for work satisfactorily performed prior to termination.

Q. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

R. INSTRUCTIONS FOR FIRMS:

For your bid to qualify, you must submit three (3) hard copies in your SEALED BID

no later than 3:00 PM EST on March 28, 2025 to:

EMMET COUNTY FINANCE DEPARTMENT
ATTN: Priscilla Meyer, Administration Office
200 DIVISION STREET, SUITE G70
PETOSKEY, MI 49770

1. Response to this RFP MUST be clearly marked **RFP# EC-03-2025 #07 -- Emmet County Partial Flooring Replacements – Four Properties.**
2. Questions shall be submitted in writing to David R. Anolick at danolick@emmetcounty.org no later than 3:00 PM EST on March 18, 2025.
3. This RFP, any addendums, and any potential questions and answers will be posted on the Emmet County website at <https://www.emmetcounty.org/open-bids-rfps/>.
4. The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.
5. The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.
6. Emmet County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

No late submissions will be accepted.

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: _____

Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____ Email: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☐ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Authorized Agent Signature

Date

Authorized Agent Printed Name

How did you learn of this RFP?

(circle all that apply)

BidNet

County Website

County Employee

Other _____

EXHIBIT A

Emmet County Flooring Installation

3/3/2025

Location	Contact	Facilities Department		
Emmet County	Kara Copeland	David Anolick		
Lakeview Academy	Program Manager	Facilities/Operations Project Manager		
443 Bay St.	kcopeland@emmetcounty.org	danolick@emmetcounty.org		
Petoskey, MI 49770	(231) 348-1760	231-340-8967 (M) or 231-348-1704 (O)		
Activity	Description	Qty	Rate	Amount
Carpet tile	Mohawk Substratum - Base Layer BT598 - 958 Seedbed			
Glue	Releasable glue			
Tear out	Labor to remove previous carpet			
Carpet installation labor	Labor to install carpet tile			
LVT product	Mohawk Living Local - Chromascope CO159 - Dire Wolf			
Tear out	Labor to remove previous flooring			
Labor to install LVT	Labor to install LVT			
Adhesive	Adhesive			
Roeppe 4.5" cove base	Pinnacle 4.5" - 639 Beige Wood			
Cove base adhesive	Adhesive			
Cove base installation	Labor to remove and install cove base			
Floor preparation	Labor & materials			
Disposal fee	Dump fee			
Freight	Freight			
Furniture moving	Temporary moving & replacement of room components			
	Total			
	Installation Notes			
Install during the schools spring break (last week of March) Friday, March 21 - Monday, March 31.				
Or, schedule alternate installation date with Kara Copeland, Program Manager.				

Location	Contact	Facilities Department		
Emmet County	Kimberly Sweebe	David Anolick		
Circuit Courtroom/Jury room	Deputy Circuit Court Administrator	Facilities/Operations Project Manager		
200 Division Street	ksweebe@emmetcounty.org	danolick@emmetcounty.org		
Petoskey, MI 49770	(231) 348-1748	231-340-8967 (M) or 231-348-1704 (O)		
Activity	Description	Qty	Rate	Amount
Carpet tile	Mohawk Substratum Base Layer BT598, color 989 Rooted, colorstrand			
Glue	Releasable glue			
Tear out	Labor to remove previous carpet			
Carpet installation labor	Labor to install carpet tile			
LVT product	Mohawk			
Tear out	Labor to remove previous flooring			
Labor to install LVT	Labor to install LVT			
Adhesive	Adhesive			
Roeppe 4.5" cove base	Roppe Pinnacle 100 Black, 4.5"			
Cove base adhesive	Adhesive			
Cove base installation	Labor to remove and install cove base			
Floor preparation	Labor & materials			
Disposal fee	Dump fee			
Freight	Freight			
Furniture moving	Temporary moving & replacement of room components			
	Total			
	Installation Notes			
Check with Kimberly Sweebe to find out when Circuit court is not in session. Staff areas to be scheduled through Kimberly as well. Areas include courtroom, Jury room, judges office, office areas, 2 consulting rooms, bailiff, and 2 offices.				

Location	Contact	Facilities Department		
Emmet County	Kimberly Sweebe	David Anolick		
Law Library & Circuit Court Offices	Deputy Circuit Court Administrator	Facilities/Operations Project Manager		
200 Division Street	ksweebe@emmetcounty.org	danolick@emmetcounty.org		
Petoskey, MI 49770	(231) 348-1748	231-340-8967 (M) or 231-348-1704 (O)		
Activity	Description	Qty	Rate	Amount
Carpet tile	Mohawk Substratum Base LayerBT598, Color 959 Peppercorn			
Glue	Releasable glue			
Tear out	Labor to remove previous carpet			
Carpet installation labor	Labor to install carpet tile			
LVT product	Mohawk			
Tear out	Labor to remove previous flooring			
Labor to install LVT	Labor to install LVT			
Adhesive	Adhesive			
Roeppe 4.5" cove base	Pinnacle 667 Galactic			
Cove base adhesive	Adhesive			
Cove base installation	Labor to remove and install cove base			
Floor preparation	Labor materials			
Disposal fee	Dump fee			
Freight	Freight			
Furniture moving	Temporary moving & replacement of room components			
	Total			
	Installation Notes			
Check with Kimberly Sweebe to find out when the law library can be blocked out for use. This carpeting is also used in the Circuit Court office areas.				

Location	Contact	Facilities Department		
Emmet County	Joe Wolschon	David Anolick		
Bay Bluffs Medical Fac.	Maintenance Director	Facilities/Operations Project Manager		
750 E. Main St.	jwolschon@baybluffs.org	danolick@emmetcounty.org		
Harbor Springs, MI 49740	(989) 619-1361	231-340-8967 (M) or 231-348-1704 (O)		
Activity	Description	Qty	Rate	Amount
Carpet tile	Mohawk Substratum Base Layer BT598, Color 868 Yarrow			
Glue	Releasable glue			
Tear out	Labor to remove previous carpet			
Carpet installation labor	Labor to install carpet tile			
LVT product	Mohawk			
Tear out	Labor to remove previous flooring			
Labor to install LVT	Labor to install LVT			
Adhesive	Adhesive			
Roeppe 4.5" cove base	Pinnacle Galactic 667			
Cove base adhesive	Adhesive			
Cove base installation	Labor to remove and install cove base			
Floor preparation	Labor & materials			
Disposal fee	Dump fee			
Freight	Freight			
Furniture moving	Temporary moving & replacement of room components			
	Total			
	Installation Notes			
Check with Lisa and Joe regarding installation dates/times.				

Michigan Department of Treasury
3372 (Rev. 01-21)

Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

SECTION 1: TYPE OF PURCHASE Check one of the following:

- ☐ A. One-Time Purchase
Order or Invoice Number: _____
- ☐ C. Blanket Certificate
Expiration Date (maximum of four years): _____
- ☒ B. Blanket Certificate. Recurring Business Relationship

The purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the seller named below. This claim is based upon: the purchaser's proposed use of the property or services; OR the purchaser's exempt status.

Seller's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. ☒ All items purchased.
2. ☐ Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:


1. ☐ For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number: _____
2. ☐ For Resale at Retail. Enter Sales Tax License Number: _____
3. ☐ Direct Pay - Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number: _____

The following exemptions DO NOT require the purchaser to provide a number:

4. ☐ Agricultural Production. Enter percentage: _____ %
5. ☒ **Government Entity** (U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
6. ☐ Contractor (provide Michigan Sales and Use Tax Contractor Eligibility Statement (Form 3520)).
7. ☐ For Resale at Wholesale.
8. ☐ Industrial Processing. Enter percentage: _____ %
9. ☐ Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
10. ☐ Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
11. ☐ Rolling Stock purchased by an Interstate Motor Carrier.
12. ☐ Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name COUNTY OF EMMET (AKA EMMET COUNTY)		Type of Business (see codes on page 2) 05 (EIN 38-6004848)
Business Address 200 DIVISION STREET		City, State, ZIP Code PETOSKEY, MI 49770
Business Telephone Number (include area code) (231) 348-1702		Name (Print or Type) DAVID BOYER
Signature 		Title COUNTY ADMINISTRATOR
		Date Signed 01/01/2025

Carpet #1	Style	Color	Size
Mohawk Substratum	Base Layer BT598	958 Seedbed	24" x 24"
Carpet #2			
Mohawk Substratum	Base Layer BT598	959 Peppercorn	24" x 24"
Carpet #3			
Mohawk Substratum	Base Layer BT598	989 Rooted	24" x 24"
Carpet #4			
Mohawk Substratum	Base Layer BT598	868 Yarrow	24" x 24"

Luxury Vinyl Tile (LVT) #1			
Mohawk Living Local	Chromascope CO159	960 Dire Wolf	12" x 24"

Luxury Vinyl Tile (LVT) #2

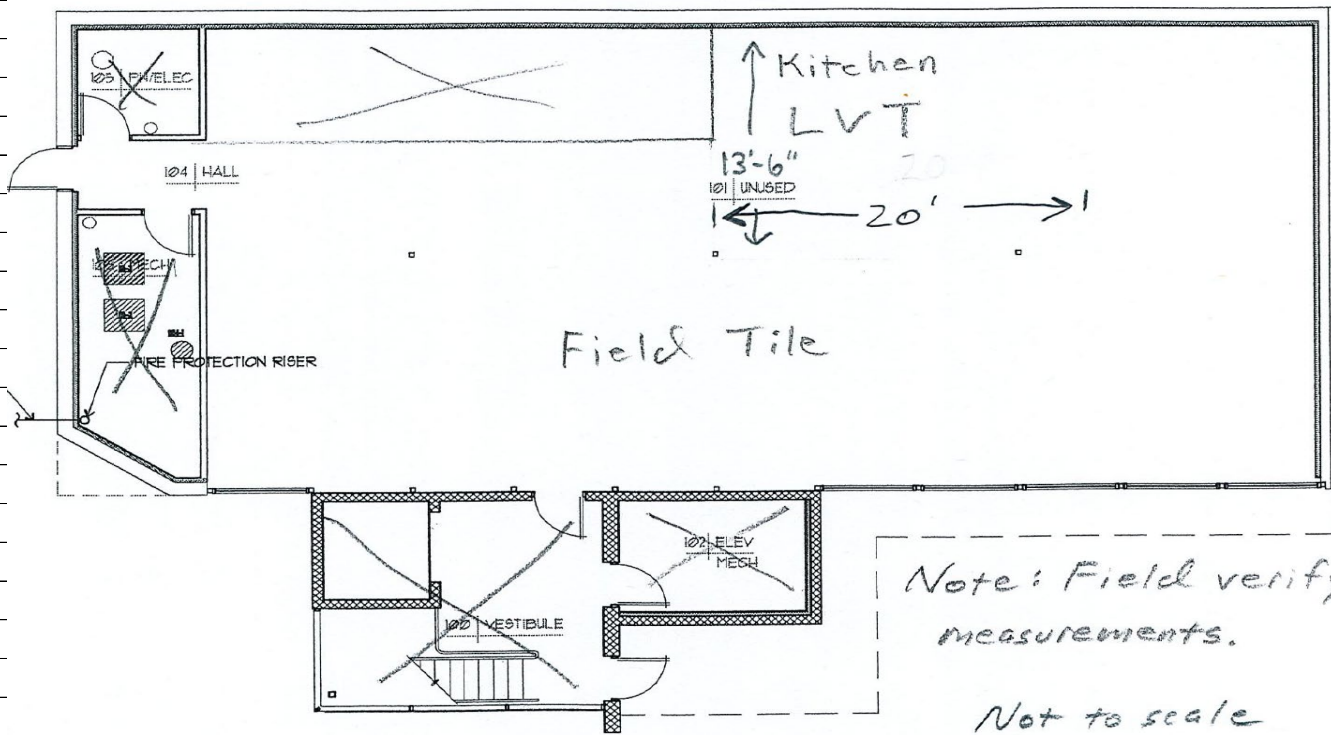
Luxury Vinyl Tile (LVT) #3

Location	Roppe 1/8" Pinnacle 4.5" Base
Lakeview Academy	639 Beige Wood
Circuit Court offices	667 Galactic
Circuit Courtroom, jury room	100 Black
Bay Bluffs	667 Galactic

Lakeview Academy

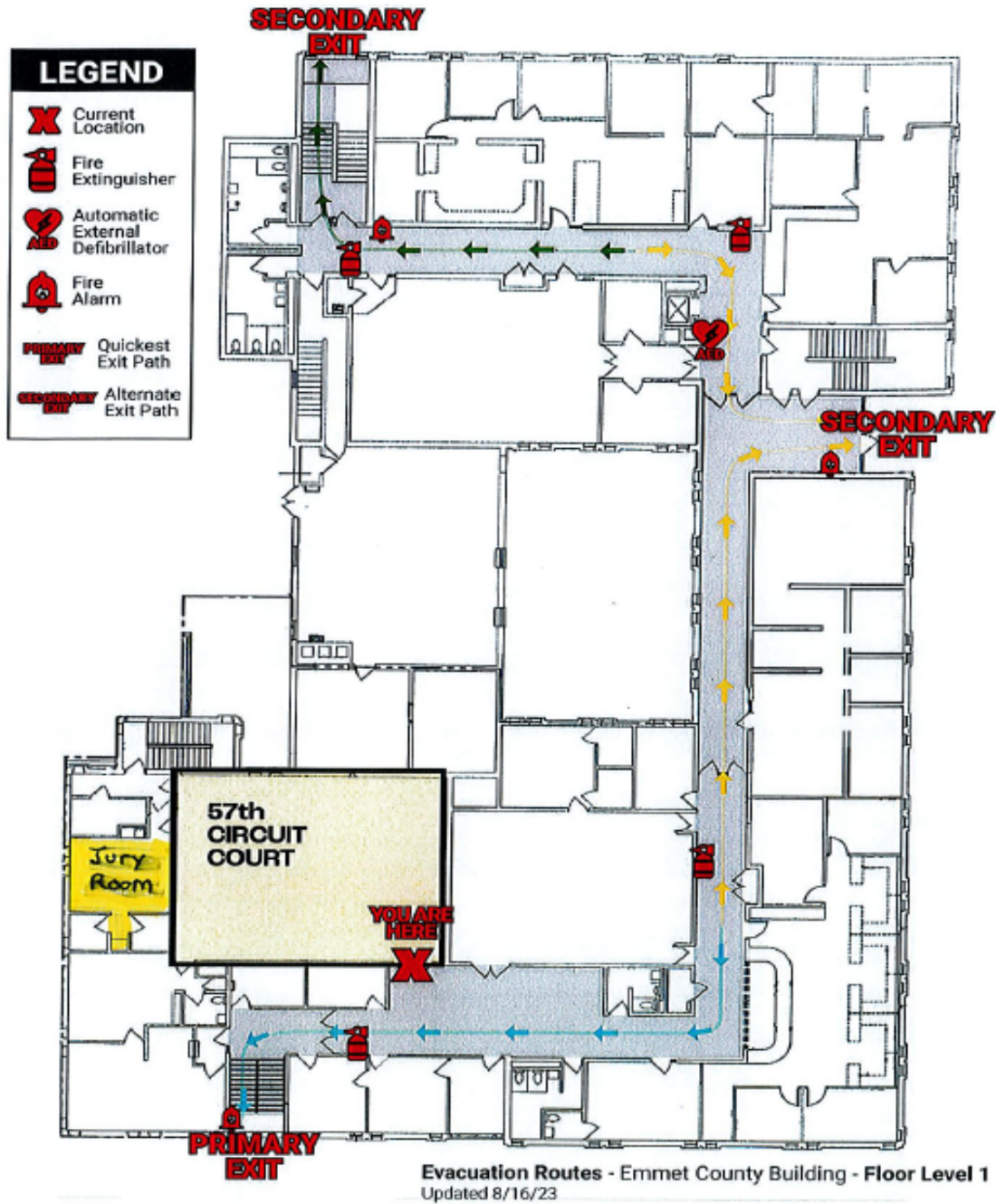
Emmet County	Kara Copeland	David Anolick
Lakeview Academy	Program Manager	Facilities/Operations Project Manager
443 Bay St.	kcopeland@emmetcounty.org	danolick@emmetcounty.org
Petoskey, MI 49770	(231) 348-1760	231-340-8967 (M) or 231-348-1704 (O)

Lakeview Academy
443 Bay St.
Petoskey, MI 49770

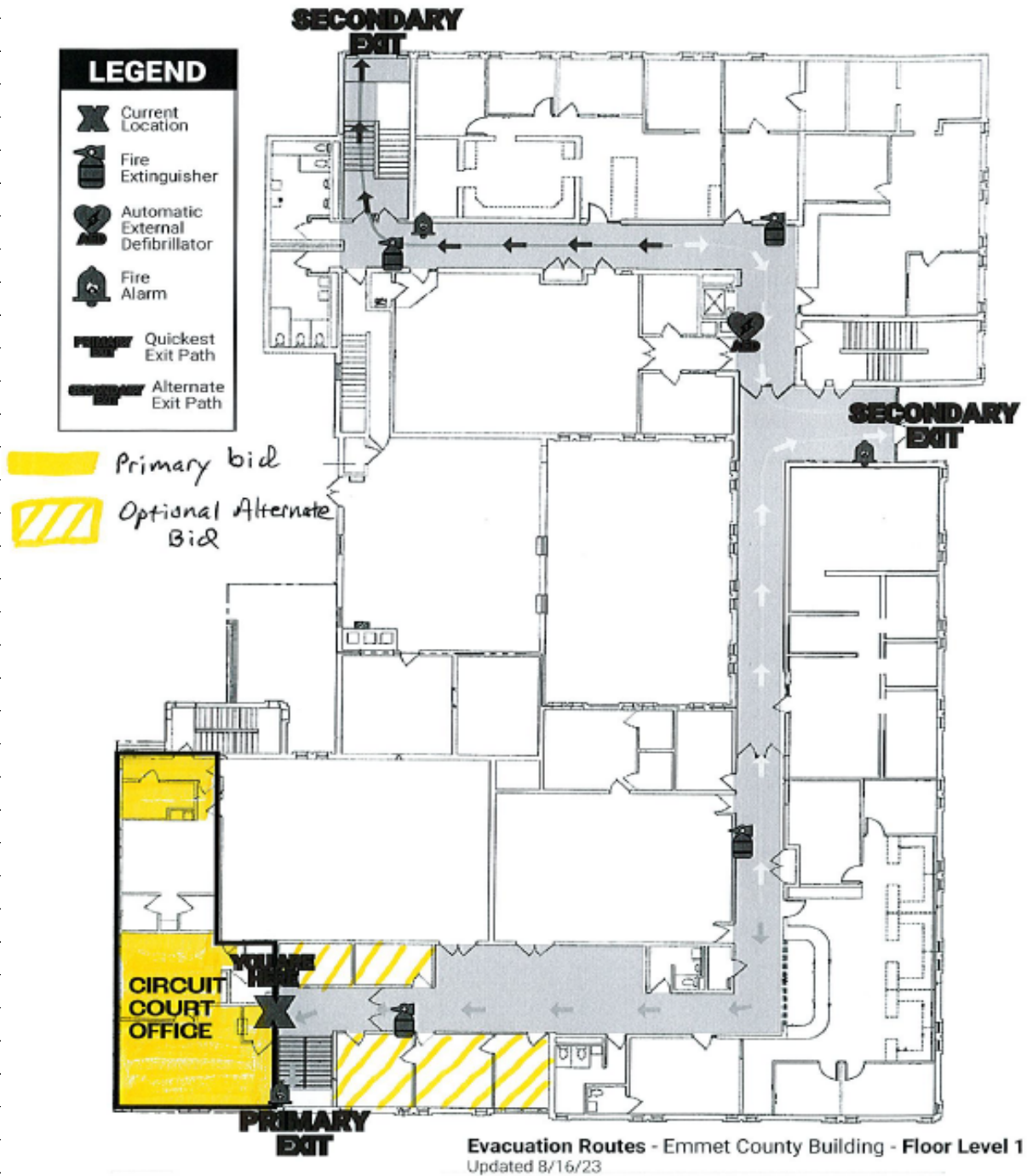


Lower Level

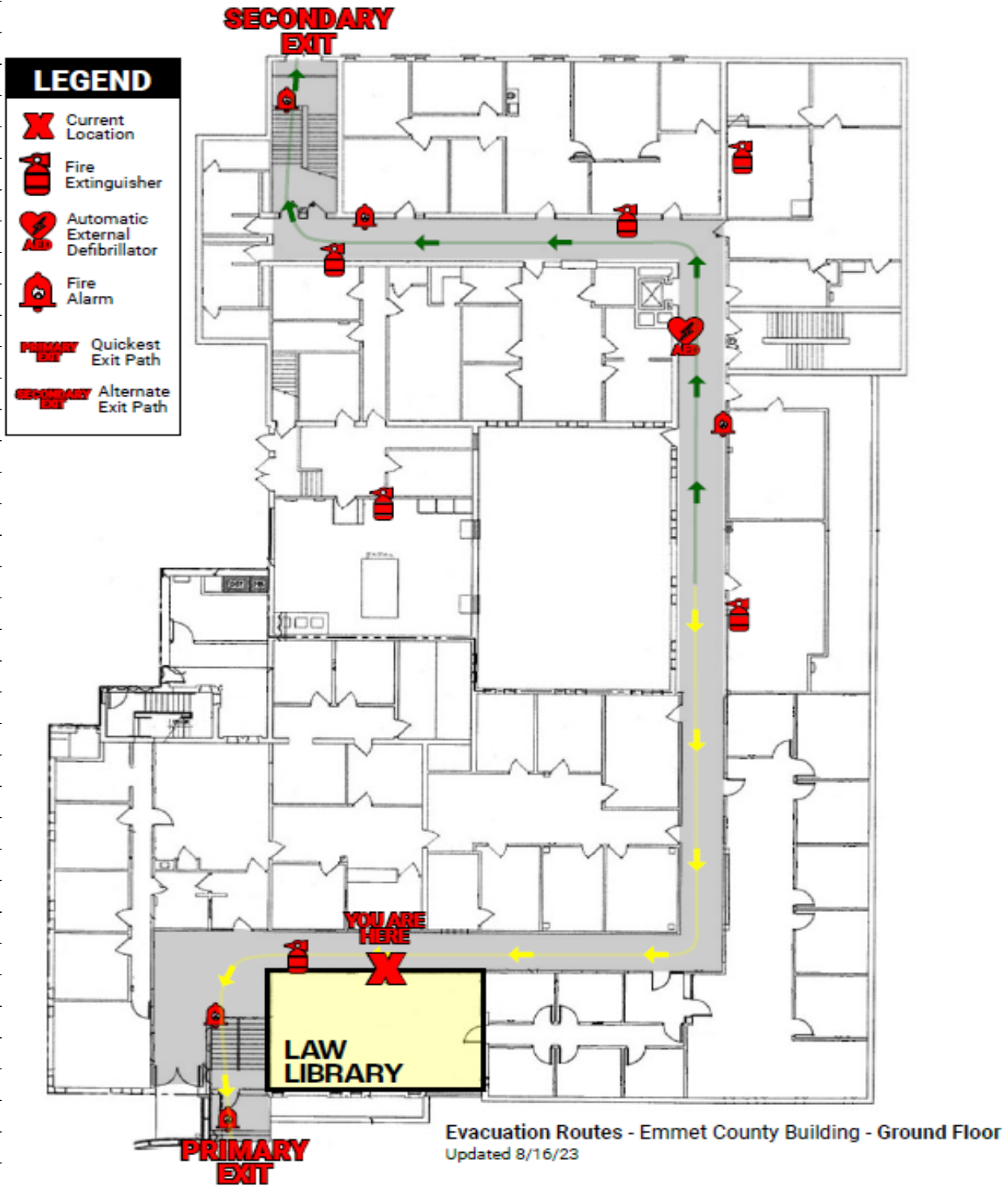
Emmet County	Kimberly Sweebe	David Anolick
Circuit Court & Jury Room	Deputy Circuit Court Administrator	Facilities/Operations Project Manager
200 Division Street	ksweebe@emmetcounty.org	danolick@emmetcounty.org
Petoskey, MI 49770	(231) 348-1748	231-340-8967 (M) or 231-348-1704 (O)



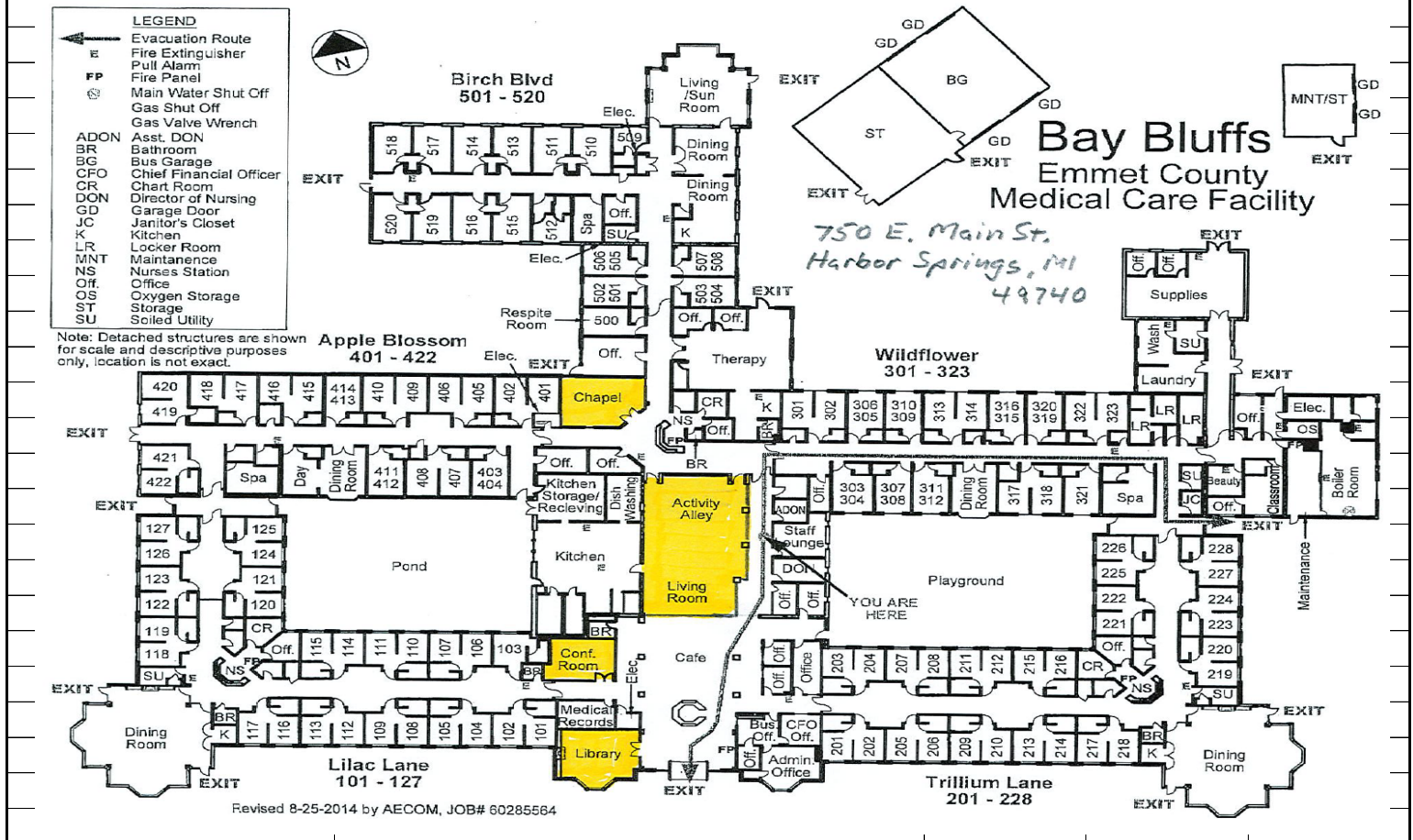
Emmet County	Kimberly Sweebe	David Anolick
Circuit Court Offices	Deputy Circuit Court Administrator	Facilities/Operations Project Manager
200 Division Street	ksweebe@emmetcounty.org	danolick@emmetcounty.org
Petoskey, MI 49770	(231) 348-1748	231-340-8967 (M) or 231-348-1704 (O)



Emmet County	Kimberly Sweebe	David Anolick
Law Library	Deputy Circuit Court Administrator	Facilities/Operations Project Manager
200 Division Street	ksweebe@emmetcounty.org	danolick@emmetcounty.org
Petoskey, MI 49770	(231) 348-1748	231-340-8967 (M) or 231-348-1704 (O)



Emmet County	Joe Wolschon	David Anolick
Bay Bluffs Medical Fac.	Maintenance Director	Facilities/Operations Project Manager
750 E. Main St.	jwolschon@baybluffs.org	danolick@emmetcounty.org
Harbor Springs, MI 49740	(989) 619-1361	231-340-8967 (M) or 231-348-1704 (O)





National Painting Contractors / JAMA Development

560 Ashmun Street | Sault Ste. Marie, Michigan 49783
906.630.8864 | info@npcpainting.com | npcpainting.com / jama-development.com

RECIPIENT:

David R. Anolick / Emmet County

200 Division Street
Suite G74
Petoskey, MI 49770

Estimate #1132

Sent on

Mar 28, 2025

SERVICE ADDRESS:

Bay Bluffs Senior Medical Center
750 East Main St.
Harbor Springs, MI 49740

Product/Service	Description	Total
Lakeview Academy		\$29,343.50
Circuit Court Room & Jury Room		\$22,682.45
Law Library & Circuit Court Offices		\$17,846.70
Bay Bluffs Medical Facility		\$24,252.50
Circuit Court Room Alternate	Add for 90 ft. of rubber nose guard at Judge/Jury Steps to match cove base	\$1,329.00
Circuit Court Alternate	Add for rooms 112, 114, 118, 124 & (2) interrogation rooms	\$11,431.00
Bay Bluffs Medical Facility Alternate	Add for 80 ft. of transition to match carpet	\$776.00
Payment & Performance Bond	Add for 25% of total contract amount.	\$950.00

Native American Owned Business
HubZone Certified
MDOT Disadvantaged Business Enterprise
USDOL Journeyman Certified
OSHA Certified
Sam Registered
RFMA Member
Connex Member
Sault Chamber Member
STBA Member
Financing by Wisetack
Credit Cards Accepted



National Painting Contractors / JAMA Development

560 Ashmun Street | Sault Ste. Marie, Michigan 49783
906.630.8864 | info@npcpainting.com | npcpainting.com / jama-development.com

Signature: _____ Date: _____

CAPABILITY STATEMENT

JAMA DEVELOPMENT LLC
JAMES MCCLUSKY
EMAIL: JAMADEVELOPMENTLLC@GMAIL.COM
PHONE: 906-630-8864
WWW.JAMA-DEVELOPMENT.COM

560 ASHMUN STREET, SAULT SAINTE MARIE, MI. 49783

NAICS CODE: 238320

CAGE CODE: 92GG2

UNIQUE ID: GSB4LL64SJ7

ABOUT JAMA DEVELOPMENT

JAMA Development is a company specializing in construction services with over 25+ years of experience. The team at JAMA Development strives to provide the finest quality products and services to its customers in a more efficient and economic manner than their competitors.

JAMA Development offers 100% satisfaction guarantee, as its ultimate goal is to surpass your expectations.



FEATURED CLIENTS

- Sault Sainte Marie Tribe of Chippewa Indians
- State of Michigan
- Department of Veterans Affairs
- National Park Service
- The National Oceanic and Atmospheric Administration

CORE COMPETENCIES

JAMA Development helps customers meet their goals by providing an array of services related to the following:



Commercial
Industrial



Residential
Construction Services



Power and Window Washing
Table and Wood Refinishing



PAST PERFORMANCE

VA Northern Indiana Healthcare System; Marion, Indiana
Exterior Painting
\$329,525.00

New Eastern Upper Peninsula Transportation Authority Facility; Sault Sainte Marie, Michigan
Interior Painting, Exterior Painting, and Epoxy Coatings
\$137,655.00

The Saxton - McKinley House and First Lady's National Historic Site; Canton, Ohio
Interior Painting, Exterior Painting and Staining
\$80,535

Sault Sainte Marie Tribe of Chippewa Indians Healthcare Center; Sault Ste Marie, Michigan
Interior painting, Flooring Removal, and Flooring Replacement
\$175,000.00

The National Oceanic and Atmospheric Administration; Lake Charles, Louisiana
Interior Painting and Exterior Painting

CODES AND CERTIFICATIONS

- Minority Owned Business
- Native American Owned Business
- Self Certified Small Disadvantaged Business
- HubZone Certified
- MDOT Disadvantage Business Enterprise Certified
- OSHA Certified
- USDOL Journeyman Certified
- RFMA Member
- Connex Member
- Sault Chamber Member
- STBA Member
- Financing by Wisetack
- Credit Cards Accepted





NATIPAI-01

BUTJE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Superior Insurance Agency of SSM LLC 3175 I-75 Business Spur Sault Sainte Marie, MI 49783	CONTACT NAME: PHONE (A/C, No, Ext): (906) 632-3337 E-MAIL ADDRESS: superiorsault@superiorsault.com FAX (A/C, No): (906) 635-8392	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners INSURER B: Accident Fund Insurance Company of America INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18988 10166
INSURED National Painting Contractors (MBE) LLC 560 Ashmun St Sault Ste. Marie, MI 49783			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Aggregat GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		33967166	7/26/2024	7/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED NO \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5396716600	7/26/2024	7/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		5396716601	7/26/2024	7/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		AF WCP 10066291	7/26/2024	7/26/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

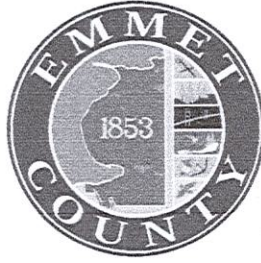
CANCELLATION

Emmet County
200 Division St
Petoskey, MI 49770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William J. Hickey



REQUEST FOR PROPOSALS

Emmet County Partial Flooring Replacements – Four Properties

RFP # EC-03-2025 #07

ESTIMATED TIMELINE –

RFP Released	March 5, 2025
Deadline to Submit Written Questions	March 18, 2025 @ 3:00 PM EST
Response to Questions	March 21, 2025 @ 3:00 PM EST
Proposal Due Date & Public Bid Opening – BOC Conf. Room	March 28, 2025 @ 3:00 PM EST
Award Date Pending BOC Approval	April 7, 2025 (tentative)

*BOC = Board of Commissioners

MANDATORY SITE VISIT – Circuit Court & Law Library, Emmet County Building,
200 Division St., Petoskey, MI 49770, March 13, 2025, 9:00 AM EST.
Lakeview Academy, 443 Bay St, Petoskey, MI 49770, March 13, 2025, 9:30 AM EST.
Bay Bluffs Senior Medical Facility, 750 E. Main St., Harbor Springs, MI March 13, 2025, 10:30 AM EST.

RFP PROCUREMENT CONTACT – David R. Anolick, Project Manager, danolick@emmetcounty.org, 231-348-1704.

Emmet County is soliciting proposals from prospective vendors to provide the County with the partial removal and replacement of flooring products at the four Emmet County properties listed in the attached Exhibit A.

A copy of this RFP and any subsequent addenda or communications may be obtained from the County's Purchasing page as well as on the BidNet Direct website at <https://www.bidnetdirect.com>.

A. PROJECT BACKGROUND

Removal and replacement of flooring products.

B. SCOPE OF WORK

The purpose of this request for proposal is to invite prospective vendors to submit a proposal to supply Emmet County with the removal and replacement of flooring products at four county facilities per the attached Exhibit A.

The Vendor shall provide the following related to this particular RFP:

- A. Removal of existing carpeting, vinyl flooring, cove base (where flooring is being replaced).
- B. Supply and install new carpeting, vinyl flooring, cove base (where flooring is being replaced) per the attached Exhibit A. All quantities are to be field measured and verified.
- C. At each location, supply one carton of "attic stock" of each product for future use.
- D. Supply all labor, adhesive, floor preparation (including old glue removal), disposal of all removed product, cartons, debris, and any required permits/fees.
- E. Moving, lifting, and resetting all furniture and equipment as required to permit installation of new product.
- F. Protection of all existing surfaces, furniture and equipment.
- G. *Coordinate all work with Project Manager David Anolick and each respective location contact as shown under "Contact" in the middle column of Exhibit I to avoid disruption to business activities.*
- H. Provide work schedule to include hours of daily work (coordinate with each location contact), project duration (start and end dates).
- I. Use all low VOC materials.
- J. Designate a site superintendant to handle all on site communication coordination with the Project Manager and/or location contacts.

Permits (if applicable): The work to be performed includes applying for, obtaining issuance of, complying with, and satisfying all required County and other governmental permits and permit conditions. The cost of all County permits will must be included within the proposal.

Disposal Requirements (if applicable): The selected vendor shall perform all work and lawfully dispose of all demolition debris, discarded waste, and other materials generated during the work.

C. SUBMITTALS

The Vendor shall also provide the following as requested for all County RFPs:

- A. If applicable, provide continual or annual costs such as warranties or service contracts.
- B. Description of its invoicing process. Invoices should itemize the date of service, reason for the service, the amount, and the vendor Tax ID number.
- C. An opportunity for Emmet County to complete a final inspection before acceptance of the work.
- D. Available financing options and terms.

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Emmet County as necessary to gain such understanding. The County reserves the

right to disqualify any vendor who demonstrates less than such understanding. Further, Emmet County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Emmet County.

All information provided by Emmet County in this RFP is offered in good faith. Individual items are subject to change at any time. Emmet County makes no certification that any item is without error. Emmet County is not responsible or liable for any use of the information or for any claims asserted there from.

The County intends to select a vendor in April 2025 but it is not obligated to do so.

D. EVALUATION CRITERIA

Submittals will be evaluated and ranked to determine the best value to the County based on the following criteria:

- A. Initial and Ongoing Costs for the Project
- B. Quality of the Work
- C. Conformity with Specifications and Suitability to the Requirements of the County
- D. Past Performance of the Vendor
- E. Warranty, service contracts, industry standards and references

The purpose of this competitive RFP is to promote a fair, most efficient means to obtain the best value to Emmet County, i.e., the proposal offering the best value, which shall be assessed in accordance with the evaluation criteria set forth in this RFP. Proposals will be reviewed by an internal committee where quotes will be evaluated and ranked on a consensus basis. Proposing bidders may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee.

Emmet County reserves the right in its sole discretion to accept or reject any or all proposals, in whole or in part, without incurring any cost of liability whatsoever, and to waive informalities and minor irregularities in bids received. The County shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in any archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification. If the selected vendor and Emmet County are not able to finalize contract terms for the intended goods or services requested in this RFP, the County reserves the right to select another vendor to provide the goods or services.

E. REPRESENTATIONS AND CERTIFICATIONS

Full name and address of the business with a short description of the business.

Include a description of the following:

- A. Business organization
- B. Year established
- C. Federal ID number
- D. Michigan tax ID number, if applicable.
- E. The business' legal formation (e.g. corporation, sole proprietor, etc.)
- F. State of incorporation, if applicable.
- G. List the business' officers (up to three).
- H. List the location and address of the business' office in Michigan that will provide the services requested.
- I. Provide a list of business' primary services. Provide a list of similar projects completed by the firm.

F. REFERENCES

RFP reviewers may solicit references from some or all client contacts provided. Please include at least three (3) references.

G. COMPENSATION / FEES

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. The County is tax exempt for state and local taxes, personal property tax, and real property taxes. Prices shall not include taxes, unless the County is not tax-exempt for a specific service or deliverable. Exemption certificates for sales tax will be furnished upon request.

Costs for subcontractors are to be broken out separately.

H. CONFLICT OF INTEREST

Disclose any conflicts or perceived conflicts of interest. Vendor shall to the extent practicable, disclose to the County the identity of vendor employees and relatives of vendor employees who are employed by the County as well as the identity of County employees who are employed by vendor.

Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

I. COPIES OF THE FOLLOWING ITEMS:

- A. Comprehensive General Liability and Property Damage coverage. (see below requirements)
- B. Professional Liability (Errors and Omissions) coverage.
- C. Worker's Compensation coverage. (see below requirements)
- D. Automobile Liability (see below requirements)
- E. Any and all relevant license/registration numbers.

J. INSURANCE REQUIREMENTS, WARRANTY AND BONDS (as applicable)

The successful bidder shall have no right to or expectation of coverage under any insurance policies of the County. Further, the successful bidder must meet the following minimum insurance requirements and provide proof of coverage on a Certificate of Liability Insurance form submitted with proposal:

1. If selected, a Certificate of insurance naming Emmet County as a certificate holder must be provided prior to the County's execution of a contract and must bear evidence of all required terms and coverage and provide 30 days' notice of cancellation or material changes to the coverage.
2. Certificate of insurance must name as an additional insured Emmet County, its agents, officers, officials, employees as additional insureds, as their interest may appear.
3. The Contractor shall be responsible for insuring all its tools, equipment and materials, which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

4. General Liability Coverage:
 - a. \$500,000 Each Occurrence
 - b. \$500,000 Property Damage
 - c. \$5,000 Medical Expense
 - d. \$500,000 Personal & Advertising Injury
 - e. \$1,000,000 General Aggregate
 - f. \$1,000,000 Products & Completed Operations
5. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit; or
 - b. \$1,000,000 Bodily Injury
 - c. \$500,000 Property Damage
6. Professional Liability (Errors and Omissions) Insurance:
[For contracts for professional services, e.g. Architect, Engineer, Doctors, Dentists, etc.]
 - a. \$1,000,000 Each Occurrence
 - b. If on a claim-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of Agreement.
7. Workman's Compensation insurance as required State statutory limits. If any proprietor, partner, executive, officer, member, or employee is excluded from worker's compensation or if the Workers Compensation policy is for certificate purpose only, it must be stated on the certificate.
8. Cancellation Notice:
Workers' Compensation Insurance, General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Emmet County Administrator.

If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Emmet County Administrator at least ten (10) days prior to the expiration date.

All insurance carriers must be licensed to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A-, unless otherwise approved by the County. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation, premiums, deductibles, or assessments of any form.

Warranty: In addition to any manufacturer and other warranties, the selected vendor guarantees and warrants that the work will be free from defects in workmanship and materials for a period of two (2) years from the date of the County's final payment to the vendor.

Performance Bond: If the bid is \$50,000 or more, the selected vendor is responsible for furnishing and maintaining at its cost a Performance Bond. The performance bond shall be 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. The bond shall be solely for the protection of the governmental unit awarding the contract.

Payment Bond: If the bid is \$50,000 or more, the selected vendor is responsible for furnishing and maintaining at its cost a Payment Bond. The payment bond shall be 25% of the contract amount and shall be solely for the

protection of claimants, supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract.

K. LIABILITY AND INDEMNIFICATION

The selected vendor shall be liable for any injury or damage occurring on account of the performance of its work. The selected vendor shall be required to indemnify, defend, and hold the County harmless for all claims, incurred by or asserted against the County, its elected and appointed officials, employees, agents and volunteers, by and person or entity, which are alleged to have been caused from the acts or omissions of vendor or vendor's employees. The County's right to indemnification is in excess and above any insurance required by the contract. The vendor shall have no right against the County for indemnification, contribution or subrogation.

L. AMERICANS WITH DISABILITIES ACT (ADA) AND SECTION 508 COMPLIANCE

Vendors shall warrant that end users will be able to access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. The website will conform, where relevant to Web Content Accessibility Guidelines (WACG) 2.0.

M. BACKGROUND CHECKS

Vendors that are selected to provide services that require access to law enforcement, Court facilities, Pellston Airport, and to other County locations after normal business hours, must undergo a background check by the Emmet County Sheriff's Department. The County reserves the right to require background checks of vendor employees for other sensitive services.

N. NON-DISCRIMINATION

Vendor, and its subcontractors, shall not discriminate against an employee or an applicant for employment, in hiring, any terms and conditions of employment or matters of employment for any reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state law.

O. DEBARMENT AND GRANT REQUIREMENTS

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits the bidder from participating in any procurement, the bidder must provide County with that information as part of their response. Failure to provide this information may result in disqualification of the response from consideration or termination of a purchase order or contract, if awarded.

To the extent that an awarded contract is funded in whole or in part by any federal or state grant, vendor will be required to comply with all applicable requirements in the grant.

P. TERMINATION OF CONTRACT:

When the vendor has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion

of Emmet County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work. The County reserves the right to require termination of the contract for its convenience in the contract terms finalized with the selected vendor. If funds are not appropriated or otherwise made available to support continuation of performance, the County may terminate the agreement. Vendor shall be paid for work satisfactorily performed prior to termination.

Q. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

R. INSTRUCTIONS FOR FIRMS:

For your bid to qualify, you must submit three (3) hard copies in your SEALED BID

no later than 3:00 PM EST on March 28, 2025 to:

EMMET COUNTY FINANCE DEPARTMENT
ATTN: Priscilla Meyer, Administration Office
200 DIVISION STREET, SUITE G70
PETOSKEY, MI 49770

1. Response to this RFP MUST be clearly marked **RFP# EC-03-2025 #07 -- Emmet County Partial Flooring Replacements – Four Properties.**
2. Questions shall be submitted in writing to David R. Anolick at danolick@emmetcounty.org no later than 3:00 PM EST on March 18, 2025.
3. This RFP, any addendums, and any potential questions and answers will be posted on the Emmet County website at <https://www.emmetcounty.org/open-bids-rfps/>.
4. The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.
5. The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.
6. Emmet County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

No late submissions will be accepted.

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: James McClusky
Print Name: James McClusky
Title: General Manager Date: 3/24/25
Company Name: JAMA Development LLC
Address: 560 Ashmun St.
SSM, MI. 49783
Contact Name: James McClusky
Phone: 906.630.8864 ext 1 Email: james@npcpainting.com

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☒ IS NOT a woman or women-owned business.

The vendor represents that it ☒ IS ☐ IS NOT a minority-owned business.

The vendor represents that it ☒ IS ☐ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

James McClusky
Authorized Agent Signature
James McClusky
Authorized Agent Printed Name

3/24/25
Date

How did you learn of this RFP?
(circle all that apply)

BidNet

County Employee

County Website

Other

Const. Connect

EXHIBIT A

Emmet County Flooring Installation

3/3/2025

Location	Contact	Facilities Department		
Emmet County	Kara Copeland	David Anolick		
Lakeview Academy	Program Manager	Facilities/Operations Project Manager		
443 Bay St.	kcopeland@emmetcounty.org	danolick@emmetcounty.org		
Petoskey, MI 49770	(231) 348-1760	231-340-8967 (M) or 231-348-1704 (O)		
Activity	Description	Qty	Rate	Amount
Carpet tile	Mohawk Substratum - Base Layer BT598 - 958 Seedbed	2,500.00	2.97	7425
Glue	Releasable glue	8.00	46.75	374
Tear out	Labor to remove previous carpet	30.00	84.00	2520
Carpet installation labor	Labor to install carpet tile	120.00	84.00	10080
LVT product	Mohawk Living Local - Chromascope CO159 - Dire Wolf	300.00	3.74	1122
Tear out	Labor to remove previous flooring	4.00	84.00	336
Labor to install LVT	Labor to install LVT	15.00	84.00	1260
Adhesive	Adhesive	1.00	44.00	44
Roepple 4.5" cove base	Pinnacle 4.5" - 639 Beige Wood	450.00	1.97	886.5
Cove base adhesive	Adhesive	300.00	0.37	111
Cove base installation	Labor to remove and install cove base	22.00	84.00	1848
Floor preparation	Labor & materials	1.00	1,118.00	1118
Disposal fee	Dump fee	1.00	770.00	771
Freight	Freight			440.00
Furniture moving	Temporary moving & replacement of room components	1.00	1,007.00	1008
	Total			29343.5
Installation Notes				
Install during the schools spring break (last week of March) Friday, March 21 - Monday, March 31.				
Or, schedule alternate installation date with Kara Copeland, Program Manager.				

Page 2

[illegible]

Page 4

Michigan Department of Treasury
3372 (Rev. 01-21)

Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

SECTION 1: TYPE OF PURCHASE Check one of the following:

- ☐ A. One-Time Purchase
Order or Invoice Number: _____
- ☐ C. Blanket Certificate
Expiration Date (maximum of four years): _____
- ☒ B. Blanket Certificate: Recurring Business Relationship

The purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the seller named below. This claim is based upon: the purchaser's proposed use of the property or services, OR the purchaser's exempt status.

Seller's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. ☒ All items purchased.
2. ☐ Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

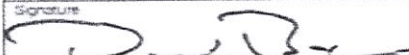
1. ☐ For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number: _____
2. ☐ For Resale at Retail. Enter Sales Tax License Number: _____
3. ☐ Direct Pay - Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number: _____

The following exemptions DO NOT require the purchaser to provide a number:

4. ☐ Agricultural Production. Enter percentage: _____ %
5. ☒ Government Entity (U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
6. ☐ Contractor (provide Michigan Sales and Use Tax Contractor Eligibility Statement (Form 3520)).
7. ☐ For Resale at Wholesale
8. ☐ Industrial Processing. Enter percentage: _____ %
9. ☐ Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
10. ☐ Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
11. ☐ Rolling Stock purchased by an Interstate Motor Carrier
12. ☐ Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name COUNTY OF EMMET (AKA EMMET COUNTY)		Type of Business (see codes on page 2) 05 (EIN 38-6004848)
Business Address 200 DIVISION STREET		City, State, ZIP Code PETOSKEY, MI 49770
Business Telephone Number (include area code) (231) 348-1702		Name (Print or Type) DAVID BOYER
Signature 	Title COUNTY ADMINISTRATOR	Date Signed 01/01/2025

Carpet #1	Style	Color	Size
Mohawk Substratum	Base Layer BT598	958 Seedbed	24" x 24"
Carpet #2			
Mohawk Substratum	Base Layer BT598	959 Peppercorn	24" x 24"
Carpet #3			
Mohawk Substratum	Base Layer BT598	989 Rooted	24" x 24"
Carpet #4			
Mohawk Substratum	Base Layer BT598	868 Yarrow	24" x 24"

Luxury Vinyl Tile (LVT) #1			
Mohawk Living Local	Chromascope CO159	960 Dire Wolf	12" x 24"

Luxury Vinyl Tile (LVT) #2

Luxury Vinyl Tile (LVT) #3

Location	Roppe 1/8" Pinnacle 4.5" Base
Lakeview Academy	639 Beige Wood
Circuit Court offices	667 Galactic
Circuit Courtroom, jury room	100 Black
Bay Bluffs	667 Galactic

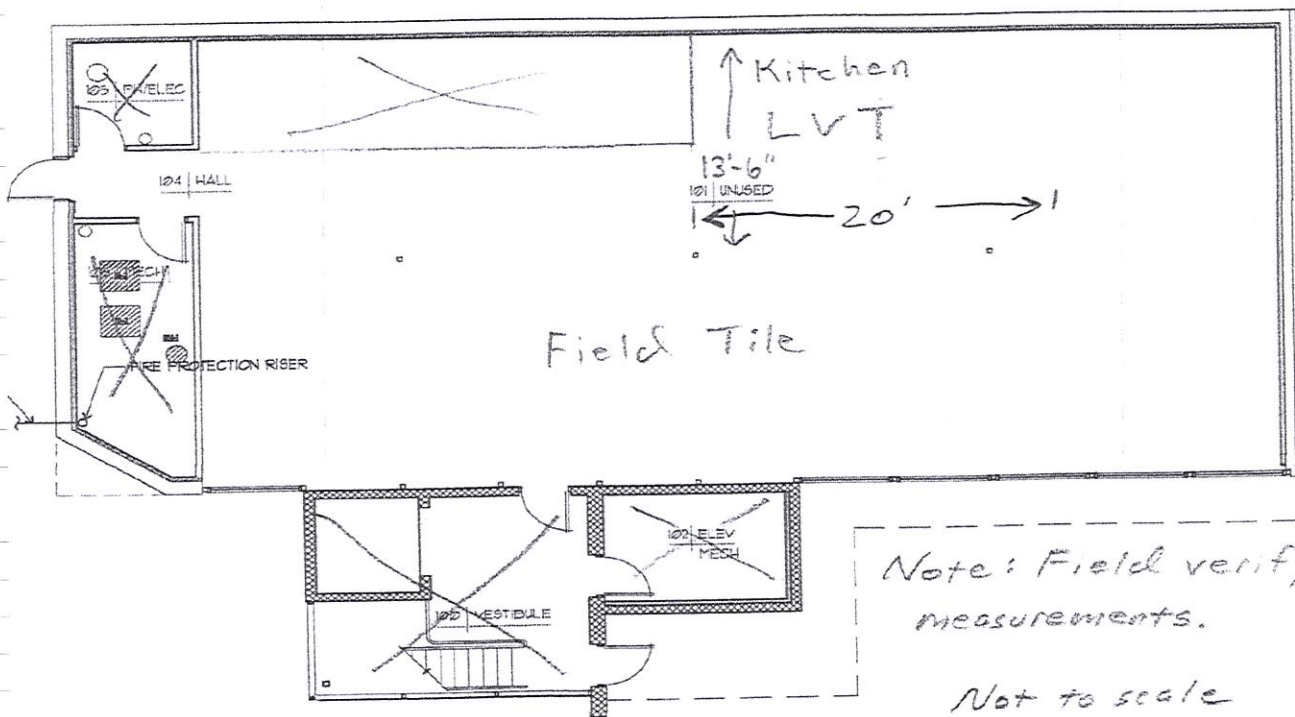
Lakeview Academy

Emmet County
Lakeview Academy
443 Bay St.
Petoskey, MI 49770

Kara Copeland
Program Manager
kcopeland@emmetcounty.org
(231) 348-1760

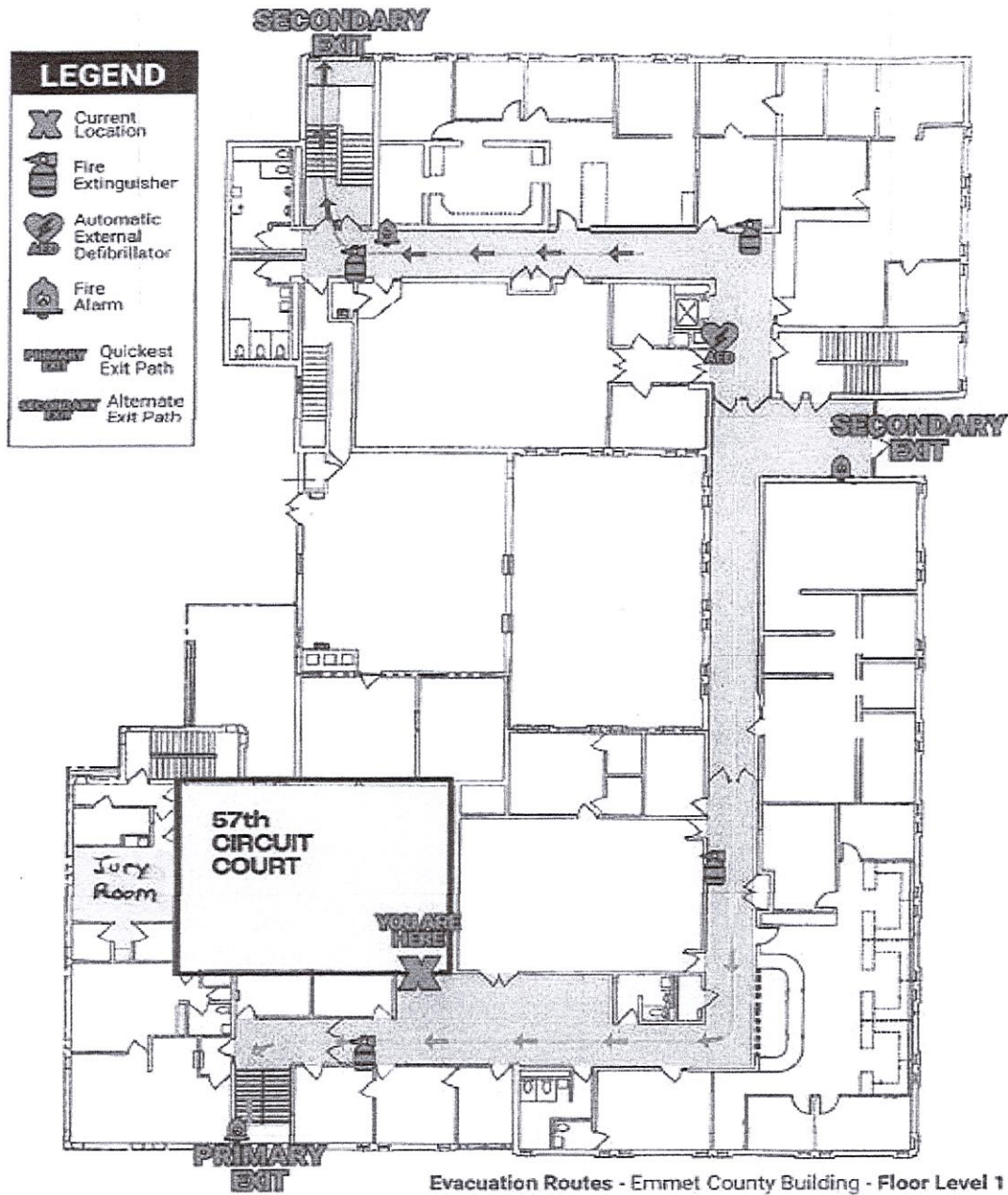
David Anolick
Facilities/Operations Project Manager
danolick@emmetcounty.org
231-340-8967 (M) or 231-348-1704 (O)

Lakeview Academy
443 Bay St.
Petoskey, MI 49770



Lower Level

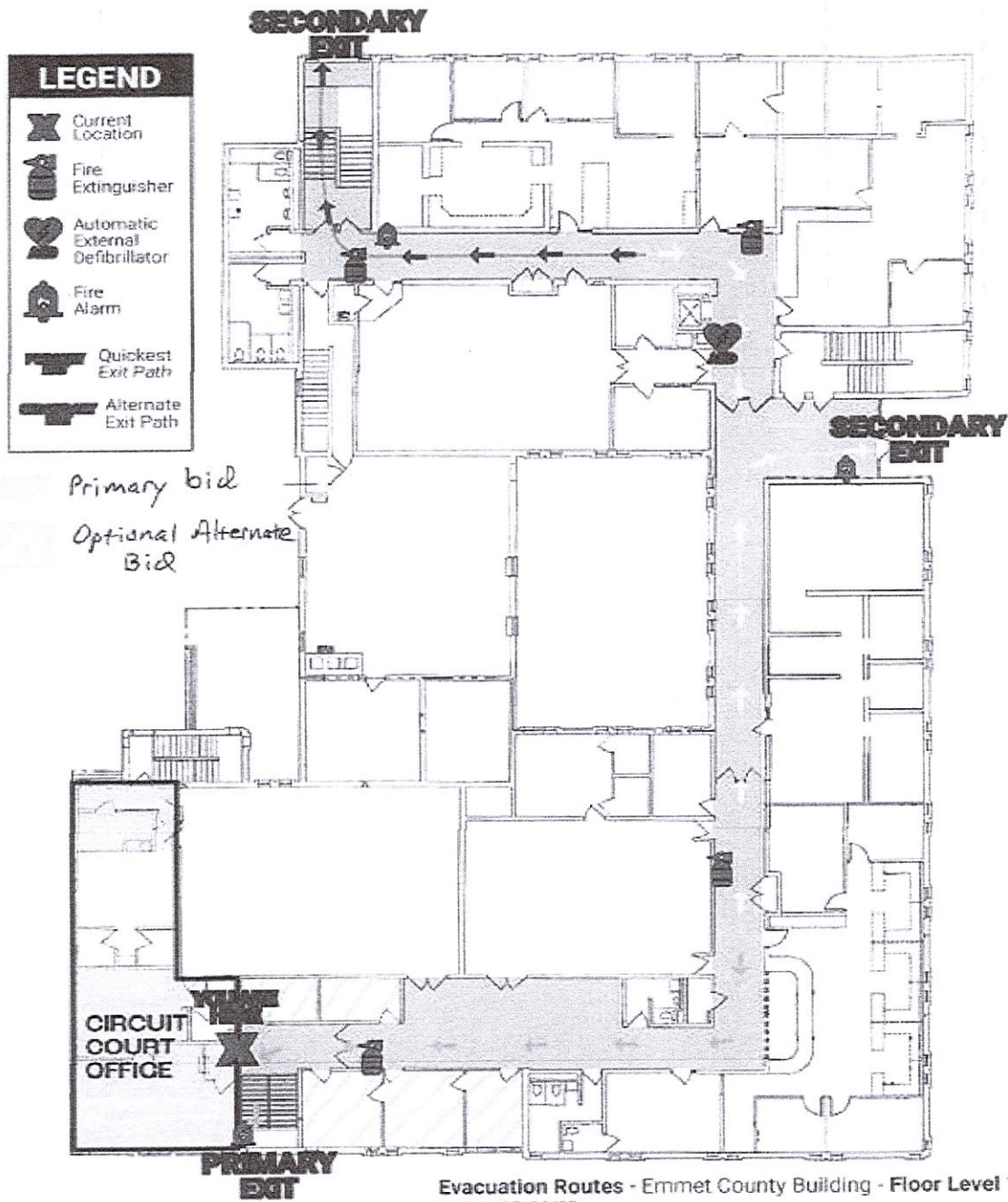
Emmet County	Kimberly Sweebe	David Anolick
Circuit Court & Jury Room	Deputy Circuit Court Administrator	Facilities/Operations Project Manager
200 Division Street	ksweebe@emmetcounty.org	danolick@emmetcounty.org
Petoskey, MI 49770	(231) 348-1748	231-340-8967 (M) or 231-348-1704 (O)



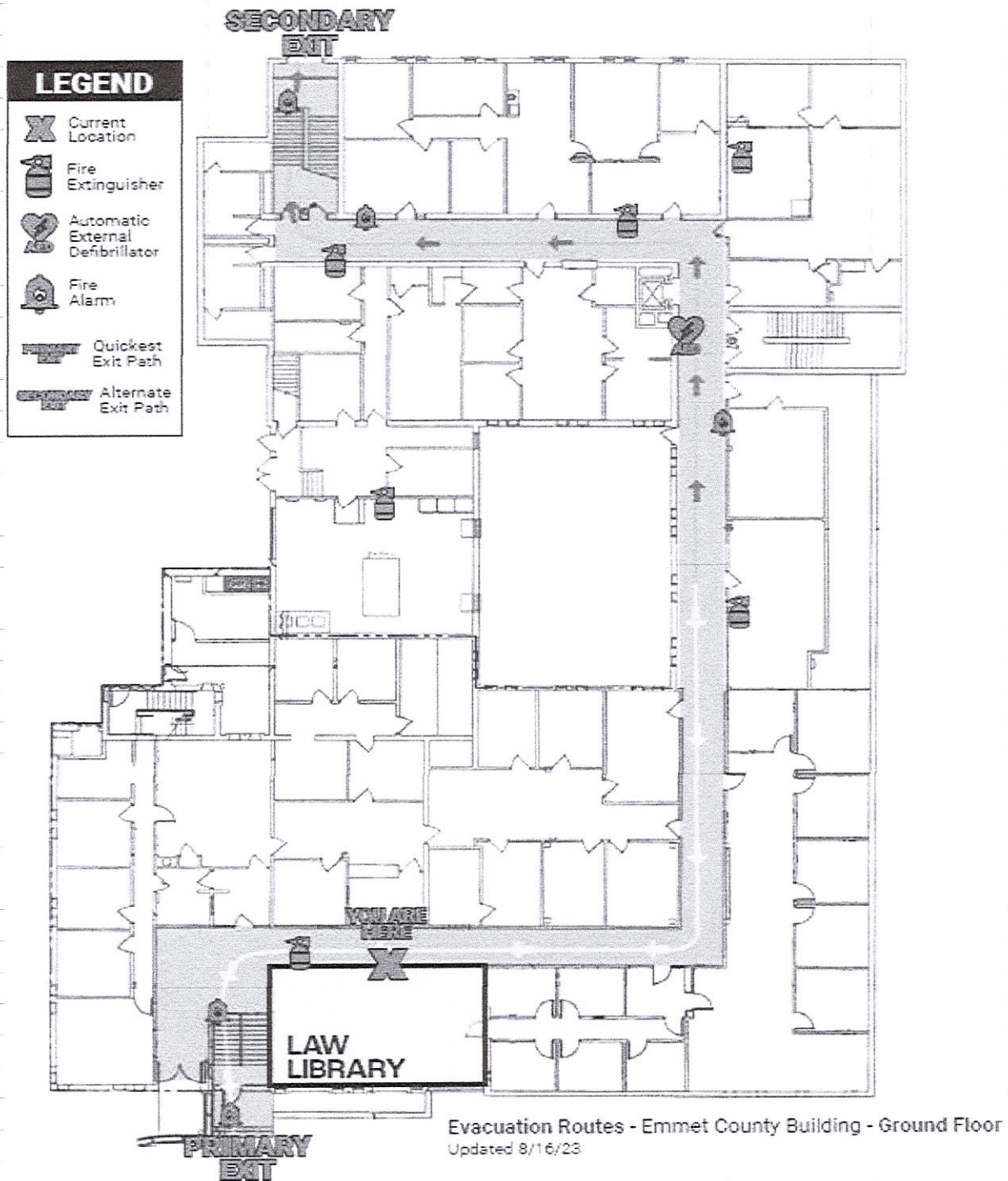
Emmet County
Circuit Court Offices
200 Division Street
Petoskey, MI 49770

Kimberly Sweebe
Deputy Circuit Court Administrator
ksweebe@emmetcounty.org
(231) 348-1748

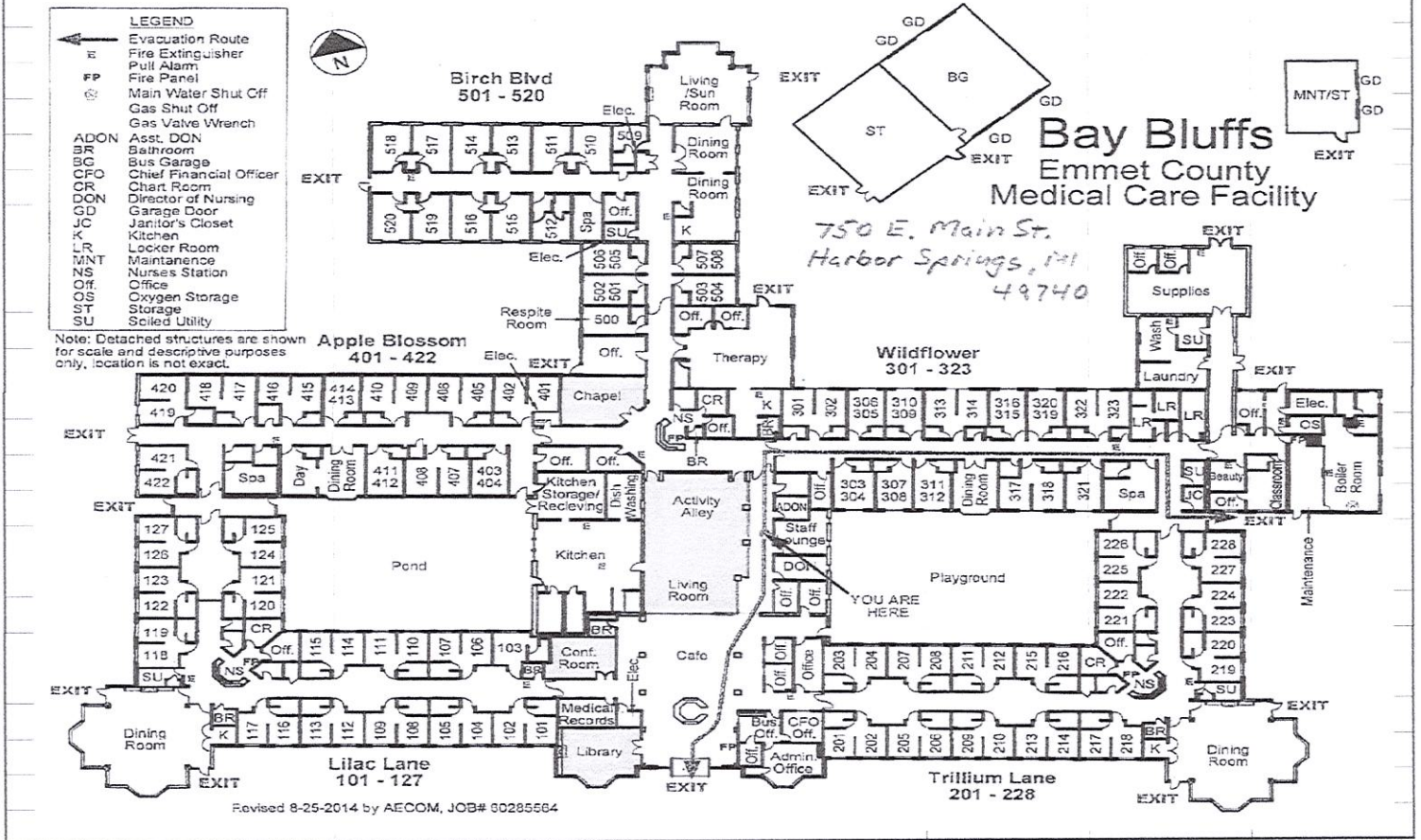
David Anolick
Facilities/Operations Project Manager
danolick@emmetcounty.org
231-340-8967 (M) or 231-348-1704 (O)



Emmet County	Kimberly Sweebe	David Anolick
Law Library	Deputy Circuit Court Administrator	Facilities/Operations Project Manager
200 Division Street	ksweebe@emmetcounty.org	danolick@emmetcounty.org
Petoskey, MI 49770	(231) 348-1748	231-340-8967 (M) or 231-348-1704 (O)



Emmet County	Joe Wolschon	David Anolick
Bay Bluffs Medical Fac.	Maintenance Director	Facilities/Operations Project Manager
750 E. Main St.	jwolschon@baybluffs.org	danolick@emmetcounty.org
Harbor Springs, MI 49740	(989) 619-1361	231-340-8967 (M) or 231-348-1704 (O)





EMMET COUNTY - Board of County Commissioners Meeting

May 5, 2025 - 6:00 PM

Emmet County Building Pavement Improvements

SUMMARY:

On February 10, 2025 a Request for Proposal (RFP) was released asking vendors to provide the County with a proposal to pave three parking lots located at the County Building complex. Staff worked with Sidock Group on construction project design and specifications.

The scope of work consists of two primary areas. The north area is on Bay Street just west of Division. This area includes two parking lots. One is a smaller lot serving the Sheriff's Office and the other is a larger lot serving the County Administrative Offices.

The south area is currently a two-tier parking area on the southwest corner of Division and Lake Street. This lot will be converted to one-level with access control.

Sheriff's Lot: Work includes traffic control, safety measures, HMA surface removal, reconstruction of drainage structure, removal of guardrails and posts, removal of landscaped island, relocation of lights and pole, importation, placement, grading, and compaction of aggregate base, HMA paving, pavement markings, concrete pavement, dock bumpers, and miscellaneous work as necessary to fully complete the work as shown on the plans.

County Administrative Lot: Work includes traffic control, safety measures, HMA surface removal, drainage structure reconstruction, removal of guard rail and posts, sidewalk removal, importation, replacement, grading, and compaction of aggregate base, sidewalk, bike rack, concrete dumpster pad, bollards, concrete pavement, safety rail installation, dock bumpers, HMA paving, pavement markings, and miscellaneous work as necessary to fully complete the work as shown on the plans.

South Lot: Work includes traffic control, safety measures, barricades, drainage structure removal, storm sewer removal, concrete sidewalk removal, curb and gutter removal, retaining wall removal, HMA surface removal, earth excavation, sign removal, site lighting relocation, and construction of below grade storm chambers,

trench drains, drainage structures, sidewalks, parking lot sub-base, aggregate base, HMA paving, pavement markings, lighted bollards, decorative bollards, entry/exit lift gates, access card reader, detector loops, sidewalks, landscaping, and miscellaneous work as necessary to fully complete the work as shown on the plans.

On March 6, 2025 a public bid opening was conducted. Two bids meeting the project specifications were submitted. Spierling Trucking and Excavating, Inc. submitted the low bid at \$613,925.00.

The bids were reviewed by staff and a bid matrix was completed. Staff recommends the bid be awarded to Spierling Trucking and Excavating Inc.

During the Administrative Plan review, the City of Petoskey requested plan revisions, including:

- Revise concrete approaches to 8" thick 4,000 psi concrete, 4 locations.
- Add modified Type "E" curb along west end of parking lot.
- Reduce number of lighted bollards to 15 from 45.
- Add 1 unlighted bollard at SW corner of parking lot.

The cost of the required changes is \$45,700.00, as quoted by Spierling Trucking and Excavating, total project cost \$659,625.00.

This is a budgeted capital improvement project in 2025. The construction will take place in the fall of 2025.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the proposal submitted by Spierling Trucking and Excavating Inc., in the amount of \$659,625.00 to pave three parking lots as specified in RFP EC-02-2025-04, pending a suitable agreement to be determined by Civil Counsel and the Administrator, and authorize the Administrator to sign all necessary documents.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Bid Results
- ▣ Bid Matrix
- ▣ Spierling Trucking and Excavating Proposal
- ▣ Work Change Directive and Quote
- ▣ RFP EC-02-2025-04

200 Division Street



Petoskey, MI 49770

Emmet County Building Paving Improvements

Present: Michele Murray, Emmet County Accounting Processes Manager;
Dave Anolick, Emmet County Facilities/Operations Project Manager

All Requests for Proposals were received on time and in accordance with noticed procedure. The opening of Requests for Proposals for Emmet County Building Paving Improvements was held on Thursday, March 6, 2025, at 3:00 p.m., in the Emmet County Board of Commissioners Room, 200 Division Street, Petoskey, Michigan. Requests for Proposals were opened and read by Dave Anolick, Emmet County Facilities/Operations Project Manager. All Requests for Proposals were opened and available for review. The County of Emmet reserves the right to accept any proposal, reject any proposal and waive irregularities in proposals. Emmet County is requesting proposals for Emmet County Building Paving Improvements. The Proposal shall be provided in accordance with the Request for Proposals for Emmet County Building Paving Improvements, RFP# EC-02-2025#04, dated February 10, 2025.

BIDDER	DATE AND TIME RCVD	BID AMOUNT
Spierling Trucking & Excavating, Inc. 2772 Pleasantview Road Pellston, Michigan 49769	March 6, 2025 2:53 p.m.	North 'A' - \$37,000.00 North 'B' - \$100,475.00 South - \$476,450.00 Total: \$613,925.00
Team Elmer's 3600 Rennie School Road Traverse City, Michigan 49685	March 6, 2025 2:52 p.m.	North 'A' - \$41,376.15 North 'B' - \$96,530.76 South - \$527,495.75 Total: \$665,402.66

March 6, 2025

A handwritten signature in blue ink, reading "Dave Anolick".

Dave Anolick, Emmet County Facilities/Operations Project Manager

March 6, 2025

A handwritten signature in black ink, reading "Michele Murray".

Michele Murray, Emmet County Deputy Finance Director

Rate Comparison and Vendor Evaluation Matrix

RFP TITLE:	Emmet Coounty Building Paving Improvements	RFP Proposal Due Date:	3/6/2025
------------	---	------------------------	-----------------

<i>Description of Charges</i>	<i>Qty</i>	<i>Spierling Trucking</i>		<i>Team Elmers</i>		<i>Vendor 3</i>	
		<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>
Paving per Sidock Group Specifications	1	613925.00	613925.00	665402.660	665402.66		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
TOTALS:			\$613,925.00		\$665,402.66		\$0.00

<i>Description of Charges</i>	<i>Qty</i>	<i>Vendor 4</i>		<i>Vendor 5</i>		<i>Vendor 6</i>	
		<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>	<u>Rate</u>	<u>Cost</u>
Paving per Sidock Group Specifications	1		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
0	0		0.00		0.00		0.00
TOTALS:			\$0.00		\$0.00		\$0.00

Lowest cost vendor:	Spierling Trucking	Lowest cost vendor total:	\$613,925.00
----------------------------	---------------------------	----------------------------------	---------------------

Spierling Trucking	Total Cost:	\$613,925.00	Net Difference	\$0.00
Team Elmers	Total Cost:	\$665,402.66	Net Difference	\$51,477.66
Vendor 3	Total Cost:	\$0.00	Net Difference	\$0.00
Vendor 4	Total Cost:	\$0.00	Net Difference	\$0.00
Vendor 5	Total Cost:	\$0.00	Net Difference	\$0.00
Vendor 6	Total Cost:	\$0.00	Net Difference	\$0.00

Emmet Coounty Building Paving
 RFP TITLE: Improvements

RFP Proposal Due Date: 3/6/2025

Vendor Scoring Matrix							
Factor	Point Value	Points Earned					
	(Must total 100)	Spierling Trucking	Team Elmers	Vendor 3	Vendor 4	Vendor 5	Vendor 6
Initial and Ongoing Costs for the Goods or Services	30	30	25				
Quality of the Item(s) and/or Work to be Supplied	25	25	25				
Conformity w/Specifications and Suitability to the Requirements of the County	25	25	25				
Past Performance of Vendor	10	5	5				
Warranty, Service Contracts, Industry Standars and References	10	10	10				
Total Score:	100	95	90	0	0	0	0

Vendor Selected:

Spierling Trucking

Date Selected:

04/30/25

Winning Bid Amount:

613,925.00

Selected by:

David R. Anolick

Note: 4 contractors attended the mandatory walk through, two bids were submitted.

2772 PLEASANTVIEW RD
PELLSTON, MI 49769

Fax: (231) 539-8240

Quote Number: 2025-96

Quote Date: Mar 6, 2025

Page: 1

Emmet County

[illegible]

2772 PLEASANTVIEW RD
PELLSTON, MI 49769

Voice: (231) 539-8590
Fax: (231) 539-8240

QUOTATION

Quote Number: 2025-95
Quote Date: Mar 6, 2025
Page: 1

Quoted To:
Emmet County

Customer ID	Good Thru	Payment Terms	Sales Rep
Emm04		Net 10 Days	

[illegible]

2772 PLEASANTVIEW RD
PELLSTON, MI 49769

Quote Number: 2025-93

Page: 1

Fax: (231) 539-8240

Emmet County

[illegible]

2772 PLEASANTVIEW RD
PELLSTON, MI 49769

Voice: (231) 539-8590
Fax: (231) 539-8240

QUOTATION

Quote Number: 2025-94

Quote Date: Mar 6, 2025

Page: 1

Quoted To:
Emmet County

Customer ID	Good Thru	Payment Terms	Sales Rep
Emm04		Net 10 Days	

[illegible]

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: Mike Spierling

Print Name: Mike Spierling

Title: V.P. Date: 3/6/2025

Company Name: Spierling Trucking & Excavating, Inc.

Address: 2772 Pleasant View Road
Pellston, MI 49769

Contact Name: Mike Spierling 630838-8590

Phone: (231) 534-8590 Email: Spierlingtrucking@yahoo.com

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☒ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☒ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☒ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Mike Spierling
Authorized Agent Signature

3/6/2025
Date

Mike Spierling
Authorized Agent Printed Name

How did you learn of this RFP?

(circle all that apply)

BidNet

County Website

County Employee

Other _____

Spierling Trucking & Excavating, Inc.

2772 Pleasantview Road

Pellston, MI 49769

(231) 539-8590

spierlingtrucking@yahoo.com

S Corporation, established 1984 in the state of Michigan, 1 principal place of business

FEIN: 38-3108800

REFERENCES

Benchmark Engineering

c/o Joe O'Neil

607 E. Lake St. Harbor Springs, MI 49740

(231) 526-2119

TMG Construction Corporation

c/o Joe Matthews

18915 Lincoln Rd. Purcellville, VA 20132

(540) 751-4466

Boyd Construction Company

c/o Craig Boyd

2010 M-119, Petoskey, MI 49770

(231) 881-9900

SIMILAR COMPLETED PROJECTS

Pellston Public Schools

-Athletic Complex Renovations

-District wide concrete installation & replacement

City of Harbor Springs

-Judd St. parking lot

The Highlands

North Wing parking lot

Concord Academy

Roadway & parking lot



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Highstreet Insurance & Financial Services - Northern Michigan - Traverse City Branch 305 W Front St, Ste 201 Traverse City MI 49684	CONTACT NAME: Tammy Manders PHONE (A/C, No, Ext): 231-489-7037 E-MAIL ADDRESS: tammy.manders@highstreetins.com FAX (A/C, No): 231-922-7275
INSURED Sperling Trucking & Excavating Inc. 2772 Pleasantview Rd Pellston MI 49769	INSURER(S) AFFORDING COVERAGE INSURER A : Hastings Mutual Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 309884419

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP6150592	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACV6150593	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ULC6150595	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			0006150594	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sperling Trucking & Excavating Inc.
2772 Pleasantview Road
Pellston MI 49769

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Work Change Directive

No. 1

Date of Issuance: April 10, 2025

Effective Date: April 10, 2025

Project:	Owner:	Owner's Contract No.:
Building Paving Improvements	Emmet County	EC-02-2025 #04
Contract:		Date of Contract:
Contractor:	Engineer's Project No.:	
<u>Spierling Trucking & Excavating, Inc.</u>	524266.A	

You are directed to provide contract price adjustment required for the following change(s):

Item No.	Description		
1	Revise concrete approaches to 8" thick 4,000 psi concrete, 4 locations	add	13,500
2	Add modified Type 'E' curb along west end of parking lot	add	23,800
3	Reduce number of lighted bollards to 15 from 45	deduct	28,800
4	Convert remaining 30 lighted bollards to similar style unlighted bollards	add	36,000
5	Add 1 unlighted bollard at SW corner of parking lot	add	1,200

Attachments (list documents supporting change):

Revised Sheets C-300, C-350, and C-504

Purpose for Work Change Directive:

- ☒ Requirements for Municipal approval
- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Please provide following:

Estimated change in Contract Price and Contract Times. \$ 45,700

Contract Price \$ 659,625.00 (increase/decrease)

Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date

SPIERLING TRUCKING & EXCAVATING, INC.
2772 PLEASANTVIEW RD
PELLSTON, MI 49769

QUOTATION

Quote Number: 2025-96
Quote Date: Apr 30, 2025
Page: 1

Voice: (231) 539-8590
Fax: (231) 539-8240

Quoted To:
Emmet County

Customer ID	Good Thru	Payment Terms	Sales Rep
Emm04		Net 10 Days	

Description	Amount
EMMET COUNTY BUILDING PAVING IMPROVEMENTS RFP #EC-02-2025 # 04	659,625.00
TOTAL BID	
Subtotal	659,625.00
Sales Tax	
TOTAL	659,625.00



REQUEST FOR PROPOSALS

Emmet County Building Paving Improvements

RFP # **EC-02-2025 #04**

ESTIMATED TIMELINE –

RFP Released	February 10, 2025
Deadline to Submit Written Questions	February 25, 2025 @ 3:00 PM EST
Response to Questions	February 28, 2025 @ 3:00 PM EST
Proposal Due Date & Public Bid Opening – BOC Conf. Room	March 6, 2025 @ 3:00 PM EST
Project Review and Award Date Pending BOC Approval	March 13, 2025 (tentative)

*BOC = Board of Commissioners

MANDATORY SITE VISIT – February 18, 2025, 11:00 AM EST 200 Division St., Petoskey, MI 49770.
Meet at Division St. entrance.

RFP PROCUREMENT CONTACT – David R. Anolick, danolick@emmetcounty.org

Emmet County is soliciting proposals from prospective vendors to provide the County with paving services for three (3) parking lots located at the Emmet County offices, 200 Division St., Petoskey, MI 49770. The project is to commence on or about September 2, 2025.

A copy of this RFP and any subsequent addenda or communications may be obtained from the County's Purchasing page as well as on the BidNet Direct website at <https://www.bidnetdirect.com>.

A. PROJECT BACKGROUND

Emmet County is looking to begin this project after Labor Day 2025 to avoid the busy summer tourist season. Temporary parking arrangements will be made for staff parking during the construction.

B. SCOPE OF WORK

The purpose of this request for proposal is to invite prospective vendors to submit a proposal to supply Emmet County with parking lot repaving services.

The Vendor shall provide the following related to this particular RFP:

- A. All paving improvements described in the attached bid set of construction documents prepared by Sidock Group. Includes sheets C-001, C-100, C-101, C-200, C-250, C-300, C-350, C-400, C-450, C-500, C-501, C-502 C-503, C-504, C-600.
- B. Attached document 524266. List of approximate quantities.
- C. A detailed schedule of values to support the proposed fee.
- D. Project schedule indicating substantial completion on or before November 7, 2025.

The scope of work consists of two primary areas. The north area is on Bay Street just west of Division. This area includes two parking lots. One is a smaller lot serving the Sheriff's Office and the other is a larger lot serving the County Administrative Offices.

The south area is currently a two-tier parking area on the southwest corner of Division and Lake Street. This lot will be converted to one-level with access control.

Sheriff's Lot: Work includes traffic control, safety measures, HMA surface removal, reconstruction of drainage structure, removal of guardrails and posts, removal of landscaped island, relocation of lights and pole, importation, placement, grading, and compaction of aggregate base, HMA paving, pavement markings, concrete pavement, dock bumpers, and miscellaneous work as necessary to fully complete the work as shown on the plans.

County Administrative Lot: Work includes traffic control, safety measures, HMA surface removal, drainage structure reconstruction, removal of guard rail and posts, sidewalk removal, importation, replacement, grading, and compaction of aggregate base, sidewalk, bike rack, concrete dumpster pad, bollards, concrete pavement, safety rail installation, dock bumpers, HMA paving, pavement markings, and miscellaneous work as necessary to fully complete the work as shown on the plans.

South Lot: Work includes traffic control, safety measures, barricades, drainage structure removal, storm sewer removal, concrete sidewalk removal, curb and gutter removal, retaining wall removal, HMA surface removal, earth excavation, sign removal, site lighting relocation, and construction of below grade storm chambers, trench drains, drainage structures, sidewalks, parking lot sub-base, aggregate base, HMA paving, pavement markings, lighted bollards, decorative bollards, entry/exit lift gates, access card reader, detector loops, sidewalks, landscaping, and miscellaneous work as necessary to fully complete the work as shown on the plans.

Attached are the approximate quantities for the three (3) lots. Contractors are responsible for verifying quantities in order to provide Owner a complete project.

Permits (if applicable): The work to be performed includes applying for, obtaining issuance of, complying with, and satisfying all required County and other governmental permits and permit conditions. The cost of all County permits will must be included within the proposal.

Disposal Requirements (if applicable): The selected vendor shall perform all work and lawfully dispose of all demolition debris, discarded waste, and other materials generated during the work.

C. SUBMITTALS

The Vendor shall also provide the following as requested for all County RFPs:

- A. If applicable, provide continual or annual costs such as warranties or service contracts.
- B. Description of its invoicing process. Invoices should itemize the date of service, reason for the service, the amount, and the vendor Tax ID number.
- C. An opportunity for Emmet County to complete a final inspection before acceptance of the work.
- D. Available financing options and terms.

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Emmet County as necessary to gain such understanding. The County reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Emmet County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Emmet County.

All information provided by Emmet County in this RFP is offered in good faith. Individual items are subject to change at any time. Emmet County makes no certification that any item is without error. Emmet County is not responsible or liable for any use of the information or for any claims asserted there from.

The County intends to select a vendor in March 2025 but it is not obligated to do so.

D. EVALUATION CRITERIA

Submittals will be evaluated and ranked to determine the best value to the County based on the following criteria:

- A. Initial and Ongoing Costs for the Project
- B. Quality of the Work
- C. Conformity with Specifications and Suitability to the Requirements of the County
- D. Past Performance of the Vendor
- E. Warranty, service contracts, industry standards and references

The purpose of this competitive RFP is to promote a fair, most efficient means to obtain the best value to Emmet County, i.e., the proposal offering the best value, which shall be assessed in accordance with the evaluation criteria set forth in this RFP. Proposals will be reviewed by an internal committee where quotes will be evaluated and ranked on a consensus basis. Proposing bidders may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee.

Emmet County reserves the right in its sole discretion to accept or reject any or all proposals, in whole or in part, without incurring any cost of liability whatsoever, and to waive informalities and minor irregularities in bids received. The County shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in any archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification. If the selected vendor and Emmet County are not able to finalize contract terms for the intended goods or services requested in this RFP, the County reserves the right to select another vendor to provide the goods or services.

E. REPRESENTATIONS AND CERTIFICATIONS

Full name and address of the business with a short description of the business.

Include a description of the following:

- A. Business organization
- B. Year established
- C. Federal ID number
- D. Michigan tax ID number, if applicable.
- E. The business' legal formation (e.g. corporation, sole proprietor, etc.)
- F. State of incorporation, if applicable.
- G. List the business' officers (up to three).
- H. List the location and address of the business' office in Michigan that will provide the services requested.
- I. Provide a list of business' primary services. Provide a list of similar projects completed by the firm.

F. REFERENCES

RFP reviewers may solicit references from some or all client contacts provided. Please include at least three (3) references.

G. COMPENSATION / FEES

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. The County is tax exempt for state and local taxes, personal property tax, and real property taxes. Prices shall not include taxes, unless the County is not tax-exempt for a specific service or deliverable. Exemption certificates for sales tax will be furnished upon request.

Costs for subcontractors are to be broken out separately.

H. CONFLICT OF INTEREST

Disclose any conflicts or perceived conflicts of interest. Vendor shall to the extent practicable, disclose to the County the identity of vendor employees and relatives of vendor employees who are employed by the County as well as the identity of County employees who are employed by vendor.

Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

I. COPIES OF THE FOLLOWING ITEMS:

- A. Comprehensive General Liability and Property Damage coverage. (see below requirements)
- B. Professional Liability (Errors and Omissions) coverage.
- C. Worker's Compensation coverage. (see below requirements)
- D. Automobile Liability (see below requirements)
- E. Any and all relevant license/registration numbers.

J. INSURANCE REQUIREMENTS, WARRANTY AND BONDS (as applicable)

The successful bidder shall have no right to or expectation of coverage under any insurance policies of the County. Further, the successful bidder must meet the following minimum insurance requirements and provide proof of coverage on a Certificate of Liability Insurance form submitted with proposal:

1. If selected, a Certificate of insurance naming Emmet County as a certificate holder must be provided prior to the County's execution of a contract and must bear evidence of all required terms and coverage and provide 30 days' notice of cancellation or material changes to the coverage.
2. Certificate of insurance must name as an additional insured Emmet County, its agents, officers, officials, employees as additional insureds, as their interest may appear.
3. The Contractor shall be responsible for insuring all its tools, equipment and materials, which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
4. General Liability Coverage:
 - a. \$500,000 Each Occurrence
 - b. \$500,000 Property Damage
 - c. \$5,000 Medical Expense
 - d. \$500,000 Personal & Advertising Injury
 - e. \$1,000,000 General Aggregate
 - f. \$1,000,000 Products & Completed Operations
5. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit; or
 - b. \$1,000,000 Bodily Injury
 - c. \$500,000 Property Damage
6. Professional Liability (Errors and Omissions) Insurance:
[For contracts for professional services, e.g. Architect, Engineer, Doctors, Dentists, etc.]
 - a. \$1,000,000 Each Occurrence
 - b. If on a claim-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of Agreement.
7. Workman's Compensation insurance as required State statutory limits. If any proprietor, partner, executive, officer, member, or employee is excluded from worker's compensation or if the Workers Compensation policy is for certificate purpose only, it must be stated on the certificate.
8. Cancellation Notice:
Workers' Compensation Insurance, General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Emmet County Administrator.

If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Emmet County Administrator at least ten (10) days prior to the expiration date.

All insurance carriers must be licensed to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A-, unless otherwise approved by the County. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation, premiums, deductibles, or assessments of any form.

Warranty: In addition to any manufacturer and other warranties, the selected vendor guarantees and warrants that the work will be free from defects in workmanship and materials for a period of two (2) years from the date of the County's final payment to the vendor.

Performance Bond: The selected vendor is responsible for furnishing and maintaining at its cost a Performance Bond. The performance bond shall be 25% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms thereof. The bond shall be solely for the protection of the governmental unit awarding the contract.

Payment Bond: The selected vendor is responsible for furnishing and maintaining at its cost a Payment Bond. The payment bond shall be 25% of the contract amount and shall be solely for the protection of claimants, supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract.

K. LIABILITY AND INDEMNIFICATION

The selected vendor shall be liable for any injury or damage occurring on account of the performance of its work. The selected vendor shall be required to indemnify, defend, and hold the County harmless for all claims, incurred by or asserted against the County, its elected and appointed officials, employees, agents and volunteers, by and person or entity, which are alleged to have been caused from the acts or omissions of vendor or vendor's employees. The County's right to indemnification is in excess and above any insurance required by the contract. The vendor shall have no right against the County for indemnification, contribution or subrogation.

L. AMERICANS WITH DISABILITIES ACT (ADA) AND SECTION 508 COMPLIANCE

Vendors shall warrant that end users will be able to access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. The website will conform, where relevant to Web Content Accessibility Guidelines (WACG) 2.0.

M. BACKGROUND CHECKS

Vendors that are selected to provide services that require access to law enforcement, Court facilities, Pellston Airport, and to other County locations after normal business hours, must undergo a background check by the Emmet County Sheriff's Department. The County reserves the right to require background checks of vendor employees for other sensitive services.

N. NON-DISCRIMINATION

Vendor, and its subcontractors, shall not discriminate against an employee or an applicant for employment, in hiring, any terms and conditions of employment or matters of employment for any reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state law.

O. DEBARMENT AND GRANT REQUIREMENTS

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits the bidder from participating in any procurement, the bidder must provide County with that information as part of their response. Failure to provide this information may result in disqualification of the response from consideration or termination of a purchase order or contract, if awarded.

To the extent that an awarded contract is funded in whole or in part by any federal or state grant, vendor will be required to comply with all applicable requirements in the grant.

P. TERMINATION OF CONTRACT:

When the vendor has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Emmet County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work. The County reserves the right to require termination of the contract for its convenience in the contract terms finalized with the selected vendor. If funds are not appropriated or otherwise made available to support continuation of performance, the County may terminate the agreement. Vendor shall be paid for work satisfactorily performed prior to termination.

Q. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

R. INSTRUCTIONS FOR FIRMS:

For your bid to qualify, you must submit three (3) hard copies in your SEALED BID

no later than 3:00 PM EST on March 6, 2025 to:

EMMET COUNTY FINANCE DEPARTMENT
ATTN: Priscilla Meyer, Administration Office
200 DIVISION STREET, SUITE G70
PETOSKEY, MI 49770

1. Response to this RFP MUST be clearly marked RFP# EC-02-2025 #04 – Emmet County Building Paving Improvements.

2. Questions shall be submitted in writing to David R. Anolick at danolick@emmetcounty.org no later than 3:00 PM EST on February 25, 2025.
3. This RFP, any addendums, and any potential questions and answers will be posted on the Emmet County website at <https://www.emmetcounty.org/open-bids-rfps/>.
4. The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.
5. The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.
6. Emmet County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

No late submissions will be accepted.

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: _____

Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____ Email: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☐ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Authorized Agent Signature

Date

Authorized Agent Printed Name

How did you learn of this RFP?

(circle all that apply)

BidNet

County Website

County Employee

Other _____

EMMET COUNTY BUILDING PARKING LOT IMPROVEMENTS

City of Petoskey, Emmet County, Michigan



Sidcock Group
Corporate Headquarters
4600 Grand River Avenue
Petoskey, MI 49770
Ph: (231) 326-4500 • Fax: (231) 326-1429

South Side, Maine Office
2001 Avenue St.
South Side, ME 04873
Ph: (207) 832-1500

Cape May, NJ Office
2001 Avenue St.
Cape May, NJ 08204
Ph: (856) 832-1500

www.sidcockgroup.com

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project:
EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY

Scale:



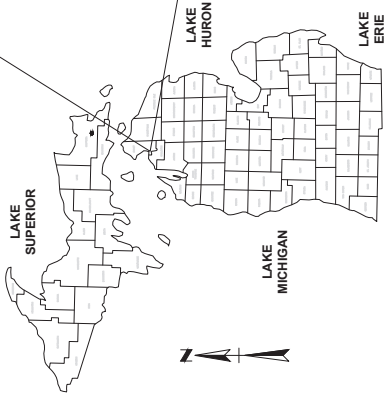
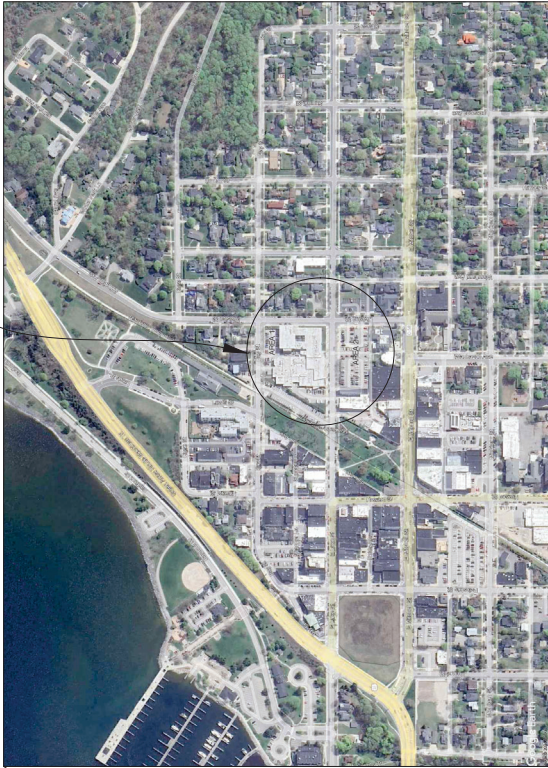
Date: 07/26/2024
Issued For: 50% REVIEW
01/27/2025: OWNER REVIEW
02/05/2025: BIDDING

Drawn: WJK
Checked: JMM
Approved: JMM

Sheet Title:
COVER

Project Number:
Sheet Number: **C-001**

PROJECT LOCATION



SHEET INDEX	
NO.	TITLE
C-001	COVER SHEET
C-100	GENERAL NOTES (CIVIL)
C-101	LEGEND
C-200	AREA 1 EXISTING CONDITIONS & DEMOLITION
C-201	AREA 2 EXISTING CONDITIONS & DEMOLITION
C-300	PROPOSED AREA 1 SITE IMPROVEMENTS
C-301	PROPOSED AREA 2 SITE IMPROVEMENTS
C-400	AREA 1 STORMWATER MANAGEMENT
C-401	AREA 2 STORMWATER MANAGEMENT
C-500	DETAILS
C-501	DETAILS
C-502	DETAILS
C-503	DETAILS
C-504	DETAILS
C-600	AREA 2 PROPOSED LANDSCAPING

WATER AND SEWER SYMBOLS

- SANITARY MANHOLE
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- HEADWALL
- CULVERT END SECTION
- WATER SERVICE CURB STOP BOX
- WATER GATE VALVE AND BOX
- FIRE HYDRANT
- GROUND WATER MONITORING WELL
- DRAINAGE FLOW ARROW

MISCELLANEOUS SYMBOLS

- MAILBOX
- SIGN WITH ONE POST
- SIGN WITH TWO POSTS
- RIPRAP
- CONIFER TREE
- DECIDUOUS TREE
- SHRUB
- ABANDON
- BULKHEAD
- CLEARING
- REMOVAL
- ADJUST
- RELOCATE
- SALVAGE
- TRAFFIC FLOW ARROW
- TEST HOLE NUMBER

UTILITY SYMBOLS

- ELECTRICAL GUY OR TELEPHONE POLE
- ELECTRICAL MANHOLE
- ELECTRICAL HANDHOLE
- ELECTRICAL TRANSFORMER BOX
- ELECTRIC & LIGHT POLE
- LIGHT POLE
- LIGHT STANDARD
- GENERIC UTILITY MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- GAS LINE, PETROLEUM OR FIBER OPTIC MARKER
- GAS VALVE
- GUY ANCHOR

UNDERGROUND UTILITY LINESYLES

- ELECTRIC LINE
- NATURAL GAS LINE
- OIL PIPELINE
- TELEPHONE LINE
- CABLE TV LINE
- FIBER OPTICS LINE
- WATER MAIN

OVERHEAD UTILITY LINESYLES

- ELECTRIC LINE OVERHEAD
- TELEPHONE LINE OVERHEAD
- CABLE TV LINE OVERHEAD

ROW AND PROPERTY LINESYLES

- ROW
- CITY LIMITS LINE

OTHER LINESYLES

- HEDGE LINE
- TREE LINE
- FENCE
- GUARDRAIL
- DRAINAGE COURSE
- CULVERT/STORM SEWER
- SANITARY SEWER
- SWAMP AREA
- REM CURB OR CURB & GUTTER

NOTE: PROPOSED LINESYLES AND SYMBOLS ARE THE SAME AS EXISTING EXCEPT BOLD

PLAN SHEET PATTERNS

- HMA APPROACH/DRIVEWAY
- MISCELLANEOUS CONCRETE PAVEMENT
- COLD-MILLING (HMA/CONCRETE)
- HMA BASE CRUSH & SHAPE OR RUBBLIZE
- DETECTABLE WARNING SURFACE
- SIDEWALK LANDING

TYPICAL SECTION PATTERNS

- CONCRETE PAVEMENT
- HMA PAVEMENT (ALL)
- AGGREGATE BASE
- CLASS II SUB-BASE

REMOVAL / DEMOLITION PATTERNS

- REMOVING SIDEWALK
- REMOVING PAVEMENT

REAL ESTATE & SURVEY SYMBOLS

- SECTION CORNER
- QUARTER CORNER
- QUARTER QUARTER CORNER
- HALF SECTION CORNER
- HALF QUARTER CORNER
- PROPERTY CORNER
- REFERENCE MARKER
- CONTROL POINT
- BENCH MARK
- PRESERVE MONUMENT BOX
- PROTECT MONUMENT CORNERS
- PROPERTY OWNERSHIP ARROW
- CONTIGUOUS PROPERTY SYMBOL
- PARCEL NUMBER BOX

DESIGN CRITERIA – N/A

- ADT (YEAR)
- DESIGNER (YEAR + 20)
- POSTED SPEED
- DESIGN SPEED

APPLICABLE STANDARDS

- R-28-I SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
- R-29-I DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK
- R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER

UTILITY CONTACT LIST

THE UTILITIES LISTED BELOW AND SHOWN ON THESE PLANS REPRESENT THE BEST OF THE AVAILABLE INFORMATION. THE INFORMATION DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO BE SATISFIED AS TO ITS ACCURACY AND THE LOCATION OF EXISTING UTILITIES.

- OWNER
- EMMET COUNTY ROAD COMMISSION
- 2265 E HATHAWAY ROAD
- HAVERHILL, MI 49740
- ATTENTION: R. BRENT SHANK, P.E.
- PHONE: 231-347-8142
- UTILITY
- ROADS
- NATURAL GAS
- WATER, SEWER, & ROADS
- ELECTRIC

SPECIAL LEGEND THIS PROJECT



Sidleck Group

Corporate Headquarters
4800 Grand River Avenue
P.O. Box 400 • Troy, MI 48063-0400
Ph: (248) 486-4000 • Fax: (248) 486-1429

South Side Main Office
2001 Avenue St.
Southfield, MI 48034-1500
Ph: (248) 353-1500

Chrysler • Lansing • Muskegon • New
Saris • St. Mary • Tampa • Wyandotte

www.sidleckgroup.com

Key Plan: No Scale

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project:
EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY

Scale:



Date	Issued For
07-26-2024	50% REVIEW
01-27-2025	OWNER REVIEW
02-06-2025	BIDDING
Drawn:	WJK
Checked:	JMM
Approved:	JMM

Sheet Title:
LEGEND

Project Number:
C-101

Sheet Number: C-101



Sidleck Group

Corporate Headquarters
4800 Grand River Avenue
Tampa, FL 33634
PH: (813) 486-4000 • Fax: (813) 486-1429

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Gaylord, MI 49735
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Weston Office
1000 W. Myrtlewood Boulevard
Weston, FL 33597
PH: (800) 735-5400 • Fax: (800) 735-8403

Weston, PA • Tampa, FL

www.sidleckgroup.com

Key Plan: No Scale

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project:
EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY

Seal

Date
07-26-2024
01-27-2025
02-05-2025

Issued For
50% REVIEW
OWNER REVIEW
BIDDING

Drawn:
Checked:
Approved:

Sheet Title:
AREA 1 EXISTING
CONDITIONS &
DEMOLITION

Project Number:
C-200

Know what's below.
Call before you dig.

811

Know what's below.
Call before you dig.

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Know what's below.
Call before you dig.

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Know what's below.
Call before you dig.

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Sidcock Group

Corporate Headquarters
4800 Grand River Avenue
Princeton, NJ 08540-1429
Ph: (201) 486-4000 • Fax: (201) 486-1429

Gaylord Office
797 S. Western Ave.
Gaylord, MI 49735
Ph: (601) 756-5400 • Fax: (601) 756-5403

Weston Office
1000 W. Main Street
Weston, MA 02459
Ph: (508) 833-1100 • Fax: (508) 833-1101

www.sidcockgroup.com

Key Plan: No Scale

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project:
EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY

Seal

Date:
07-26-2024
01-27-2025
02-06-2025

Issued For:
SOW REVIEW
OWNER REVIEW
BIDDING

Drawn:
Checked:
Approved:

Sheet Title:
AREA 2 EXISTING
CONDITIONS &
DEMOLITION

Project Number:
C-250

Scale: 1" = 10'

North Arrow

Legend

REMOVE HMA

REMOVE CONCRETE

EARLY EXCAVATION

LANDSCAPING

REMOVE CURB/WALL

LIGHT POLE

SEPARATION SCHEDULE

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NOTE: NEARLY SMOOTH ALONG ALL EDGES TO REMAIN.
ALL SALVAGED SINKS, SPIKES, LIGHTS, ETC., SHALL BE STORED AND
PROTECTED FROM DAMAGE ON-SITE. CONTRACTOR TO ARRANGE WITH
COUNTY TO HAVE ITEMS REMOVED FROM SITE.



Know what's below.
Call before you dig.



Corporate Headquarters
45650 Grand River Avenue
Novi, Michigan 48374
Ph: (248) 349-4500 • Fax: (248) 349-1429

Gaylord Office
757 S. Wisconsin Ave.
Gaylord, Michigan 49735
PH: (989) 705-8400 • Fax: (989) 705-8403

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Key Plan: No Scale

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project:
EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY



Date	Issued For
07-25-2024	50% REVIEW
01-27-2025	OWNER REVIEW
02-05-2025	BIDDING

PROPOSED HMA

PROPOSED CONCRETE

C_{nd}, CONTROL JOINT

Sheet Title:
**AREA 1
PROPOSED
IMPROVEMENTS**

Project Number:

Sheet Number: C-300



Corporate Headquarters
45650 Grand River Avenue
Novi, Michigan 48374
Ph: (248) 349-4500 • Fax: (248) 349-1429

Gaylord Office
757 S. Wisconsin Ave.
Gaylord, Michigan 49735

Ph: (989) 705-8400 • Fax: (989) 705-8403
Novi • Wyandotte • Muskegon

Lansing • Gaylord • Sault Ste. Marie
Wellsboro, PA • Tampa, FLA

www.sidsackgroup.com

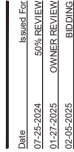
Key Plan: No Scale

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project: EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY

Son



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Drawn: _____

Checked: _____

Approved: _____

Sheet Title:
AREA 2

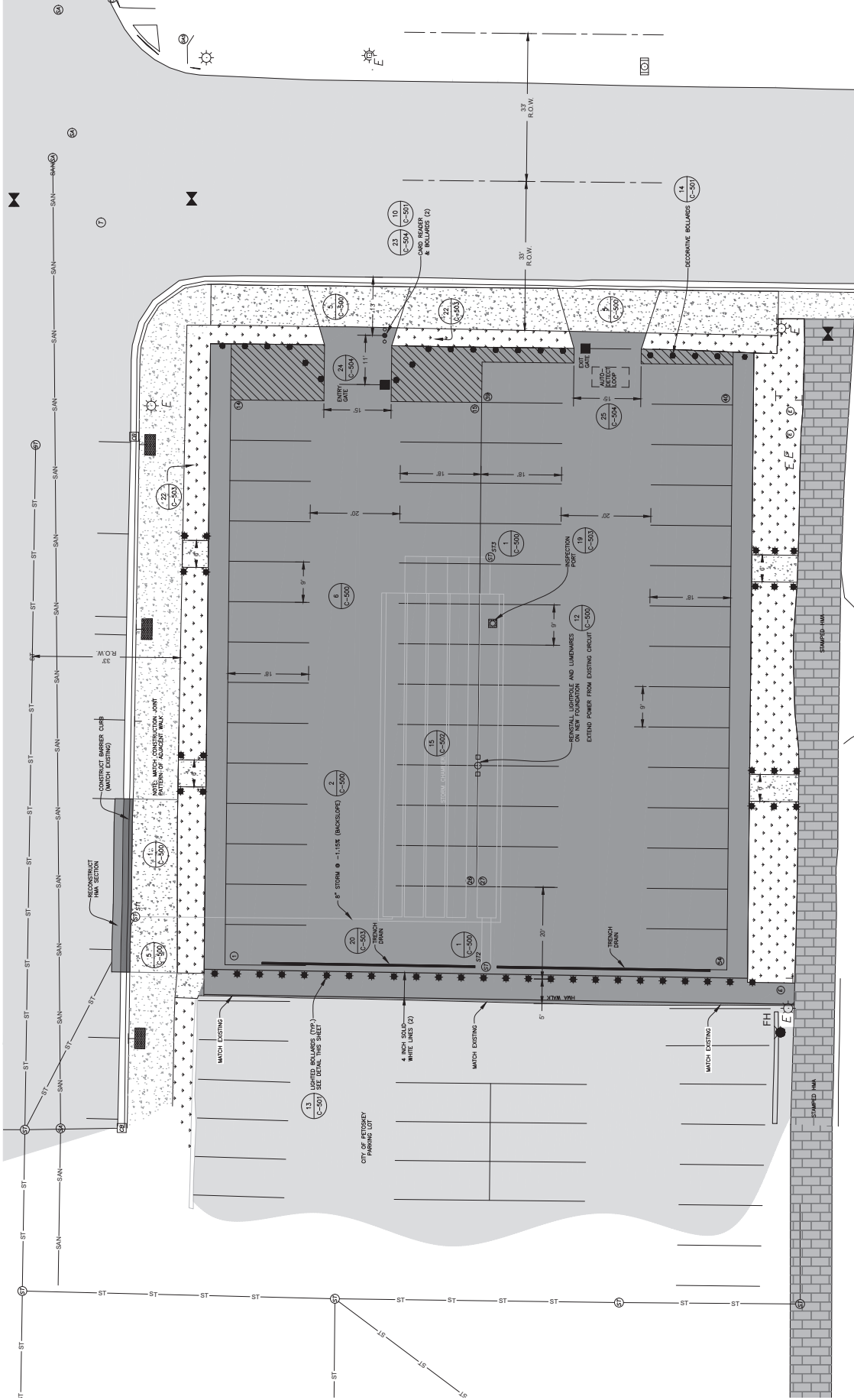
PROPOSED IMPROVEMENTS

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Project Number: _____

Sheet Number: **C-330**

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RM - 675.50
INV. NW (8") - 671.52 (V.L.F.)
INV. S (8") - 671.67

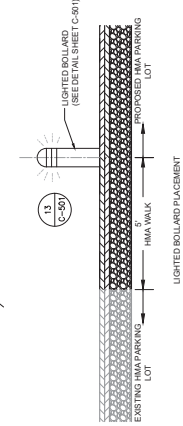
GRATE
RIM - 674.85
INV. N - 672.35

RIM - 681.85
 INV. N = 669.50

INV. W - 670.68



Know what's below.
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SCALE: 1" = 10'



CONCLUSION

 DECORATIVE BOLLARDS (20 EACH)

PROPOSED HM

PROPOSED CONCRETE

PROPOSED CONCRETE



Sidleck Group

Corporate Headquarters
4600 Grand River Avenue
Ann Arbor, MI 48106-1429
Ph: (248) 349-4000 • Fax: (248) 349-1429

Gaylord Office
797 S. Western Ave.
Gaylord, MI 49735
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West - Wyandotte - Muskegon
Lansing - Gaylord - Sault Ste. Marie
Wellston, PA - Tampa, FLA

www.sidleckgroup.com

Key Plan: No Scale

Client:

EMMETT COUNTY

200 DIVISION ST.

PETOSKEY, MI

49770

Project:

EMMETT COUNTY

BUILDING PARKING

LOT IMPROVEMENTS

EMMETT COUNTY

Seal:

Seal of the State of Michigan

Date:

07-26-2024

Issued For:

50% REVIEW

01-27-2025

OWNER REVIEW

02-05-2025

BIDDING

Drawn:

Checked:

Approved:

Sheet Title:

AREA 2

GRADING

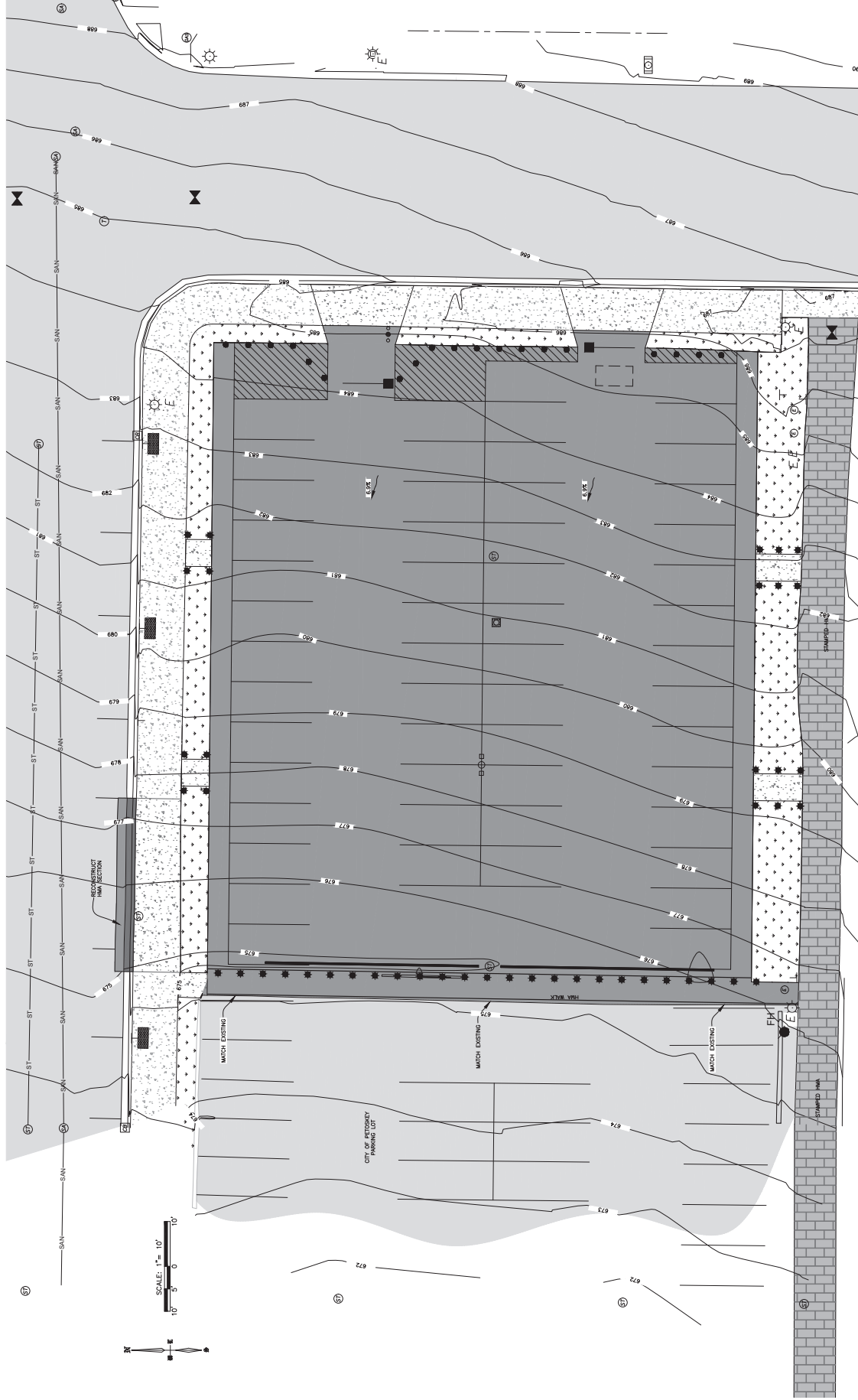
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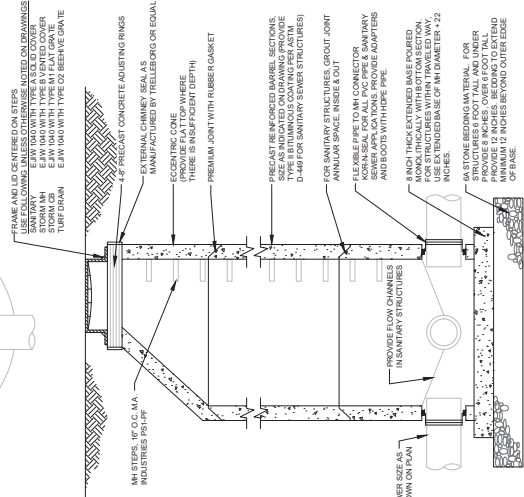
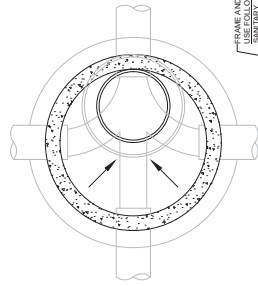
C-450

Sheet Number:

C-450

Know what's Below.
Call before you dig.

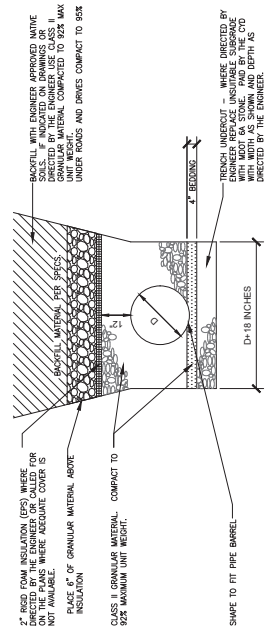




NOTE: WHERE SHOWN ON DRAWINGS
CONCRETE SHALL BE CLASS 11
INVERT TO TOP OF BASE.

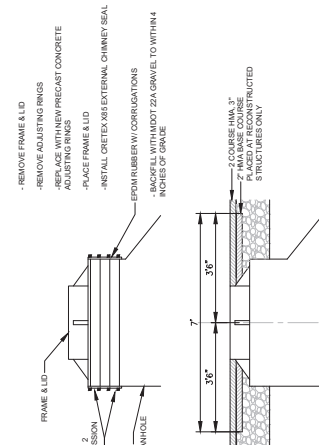
DRAINAGE STRUCTURE DETAIL

1
C-350
NTS



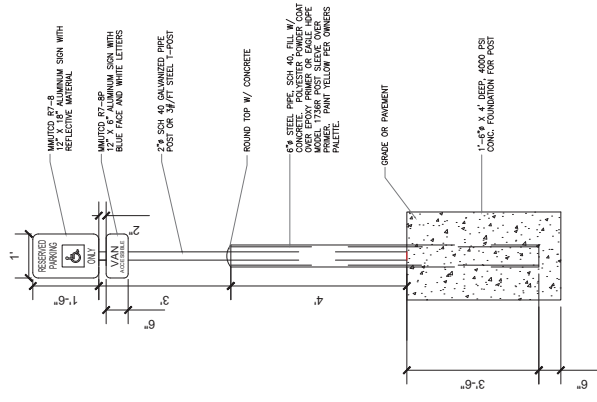
UTILITY TRENCH DETAIL

2
C-350
NTS



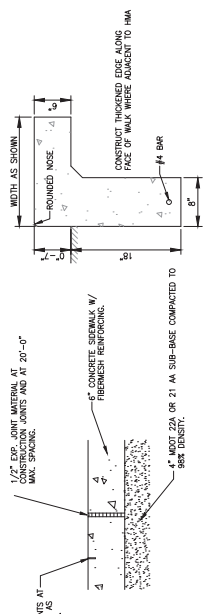
FRAME & LID RECONSTRUCTION DETAIL

4
C-300
NTS



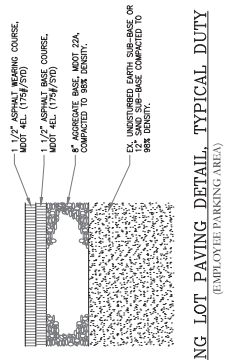
ACCESSIBLE SIGN DETAIL

5
C-300
NTS



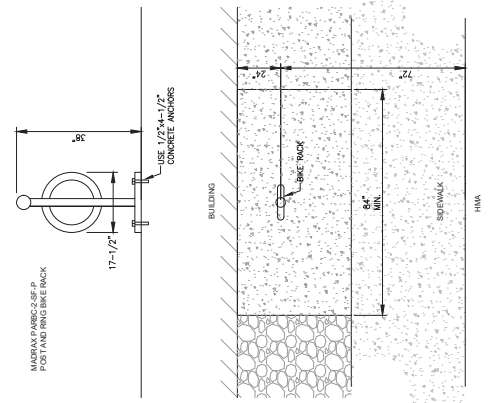
SIDEWALK DETAIL

5
C-300
NTS



PARKING LOT PAVING DETAIL, TYPICAL DUTY

6
C-350
NTS



BIKE RACK DETAIL

7
C-300
NTS



Date	07-26-2024
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02-05-2025	BIDDING
Drawn	WJK
Checked	JMM
Approved	JMM

Sheet Title



Sidcock Group

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Grand Rapids, MI 49508
Ph: (248) 366-4000 • Fax: (248) 449-1429

Grand Office
797 S. Western Ave.
Grand Rapids, MI 49508
Ph: (616) 735-5400 • Fax: (616) 735-8403

Client: Lansing • Muskegon • New
Spartan • St. Mary • Tampa • Wyandotte

www.sidcockgroup.com

Key Plan: No Scale

Client: EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project: EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY

Seal

Date: Issued For
07-26-2024 50% REVIEW
01-27-2025 OWNER REVIEW
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Drawn: WJK
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Approved: JMM

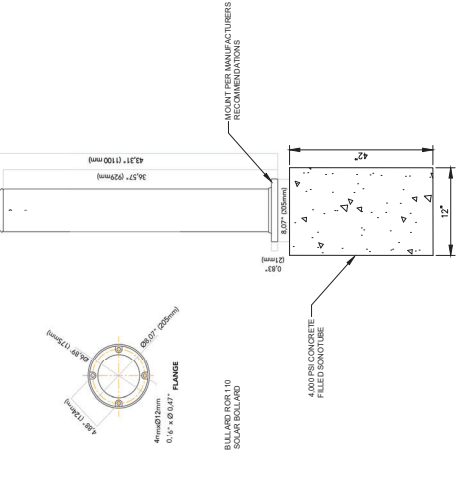
Sheet Title: DETAILS

Project Number: C-501

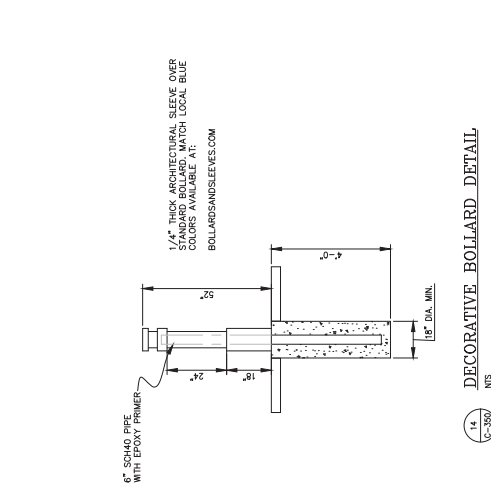
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Scale: NTS

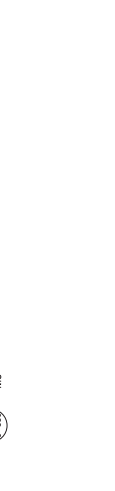
DIMENSIONS BOLLARD AND BASE



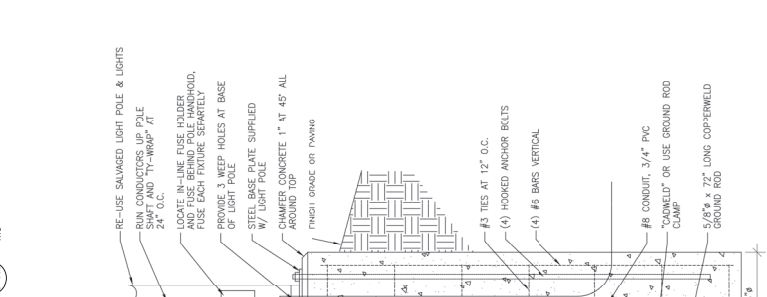
DECORATIVE LIGHTED BOLLARD DETAIL



DECORATIVE BOLLARD DETAIL



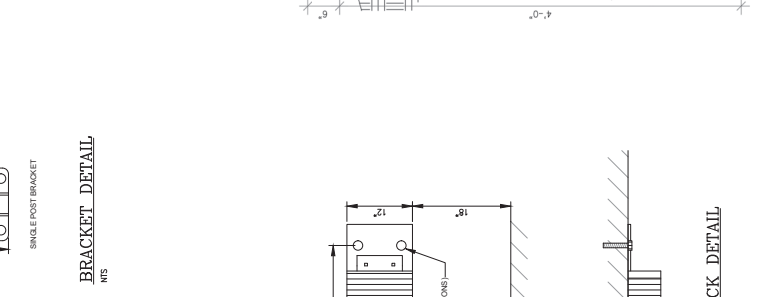
STANDARD BOLLARD DETAIL



SITE LIGHTING POLE FOUNDATION DETAIL



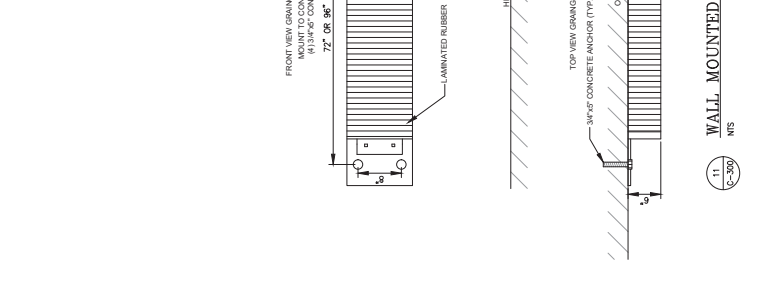
BRACKET DETAIL



WALL MOUNTED BUMPER BLOCK DETAIL



SAFETY RAIL DETAIL



WALL MOUNTED BUMPER BLOCK DETAIL





Corporate Headquarters
43650 Grand River Avenue
Novi, Michigan 48374
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Gaylord Office
757 S. Wilcoxon Ave.
Gaylord, Michigan 49735
Ph: (989) 705-9400 • Fax: (989) 705-9403

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Sault Ste. Marie • Tampa • Wyandotte

www.sids-cgroup.com

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project: EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY



Seal:

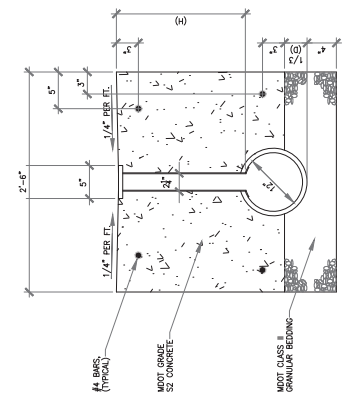
Date	Issued For
07-25-2024	50% REVIEW
01-27-2025	OWNER REVIEW
02-05-2025	BIDDING

Drawn:	WJK
Checked:	JMM
Approved:	JMM

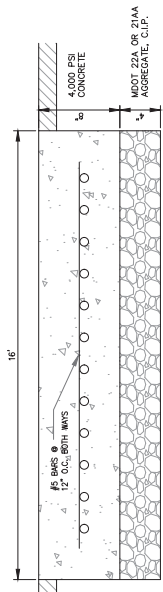
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DETAILS

Project Number: _____

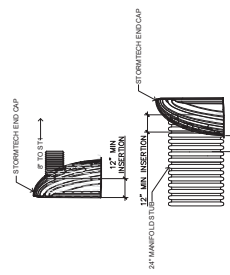
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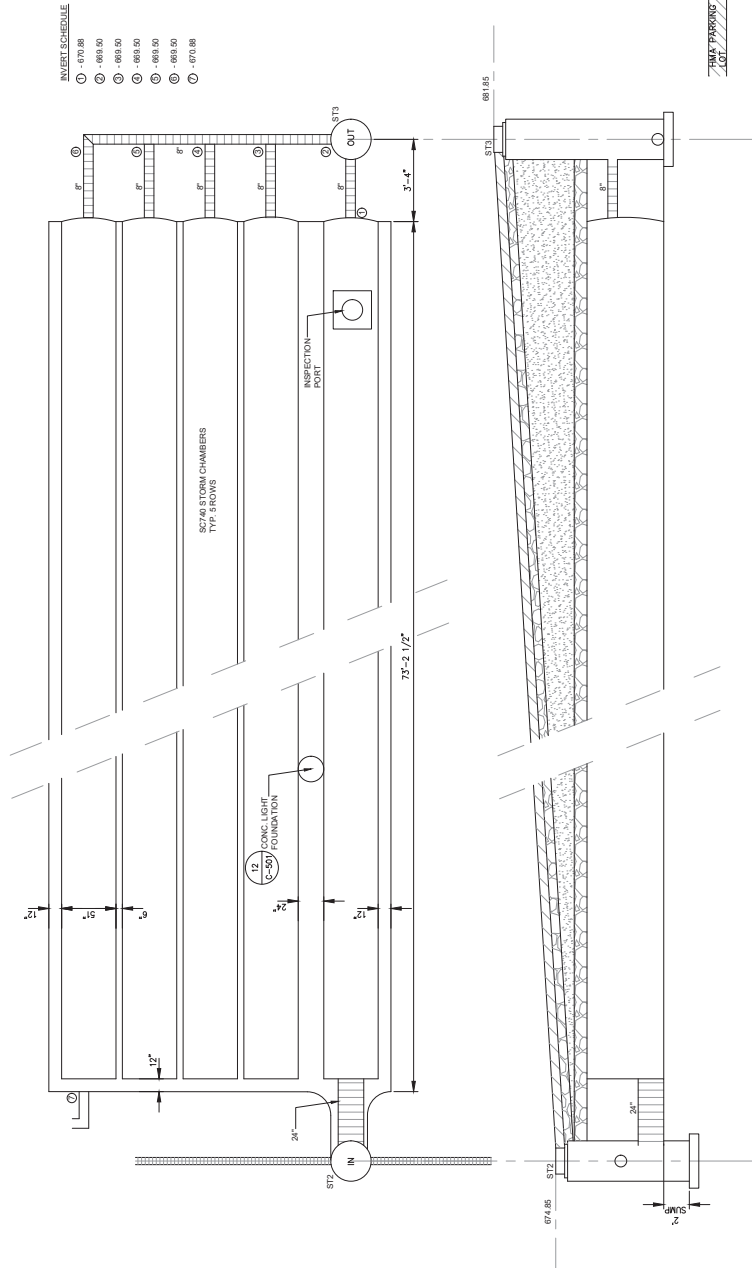
SURFACE DRAIN DETAIL
NTS



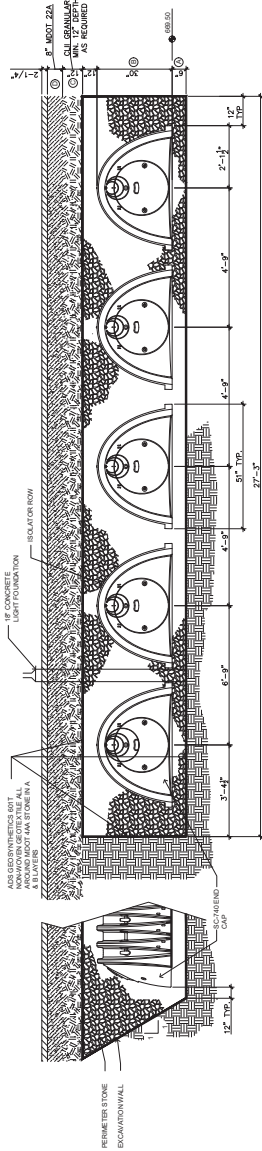
DUMPSTER PAD DETAIL
NTS



NOTE:
MANIFOLD STUB MUST BE LAID
HORIZONTAL FOR A PROPER FIT IN
END CAP OPENING.



STORM CHAMBER SECTION
NTS





Sidcock Group

15000 Grand River Avenue

Grand Rapids, MI 49508

Ph: (248) 496-4000 Fax: (248) 496-1429

Grand Office

777 S. Westman Ave.

Grand Rapids, MI 49508

Ph: (616) 735-5400 Fax: (616) 735-5403

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South St. Mary + Tampa + Wyandale

www.sidcockgroup.com

Key Plan: No Scale

Project: EMMET COUNTY

200 DIVISION ST.

PETOSKEY, MI

49770

Project: EMMET COUNTY

BUILDING PARKING

LOT IMPROVEMENTS

Sheet Title: DETAILS

Project Number: C-503

Sheet Number: C-503

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Sheet Number: C-503



Sidock Group
CONCRETE REINFORCING SPECIALTIES

Corporate Headquarters
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Farmington Hills, Michigan 48334
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www.sidockgroup.com

Gaithersburg Office
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Gaithersburg, Maryland 20878
Ph: (800) 735-5400 • Fax: (800) 735-8403

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Saginaw • St. Marys • Tampa • Wyandotte

Key Plan: No Scale

Client:
EMMET COUNTY
200 DIVISION ST.
PETOSKEY, MI
49770

Project:
EMMET COUNTY
BUILDING PARKING
LOT IMPROVEMENTS

EMMET COUNTY

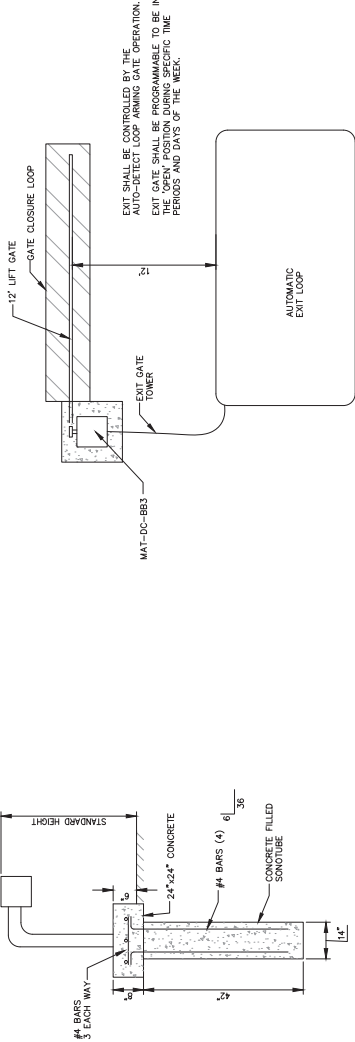


Date	Issued For
07-26-2024	50% REVIEW
01-27-2025	OWNER REVIEW
02-05-2025	BIDDING
Drawn:	WJK
Checked:	JMM
Approved:	JMM

Sheet Title:

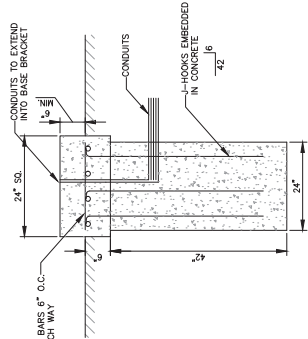
Project Number:
Sheet Number
C-504

DATE: 07-26-2024
BY: WJK
CHECKED: JMM
APPROVED: JMM



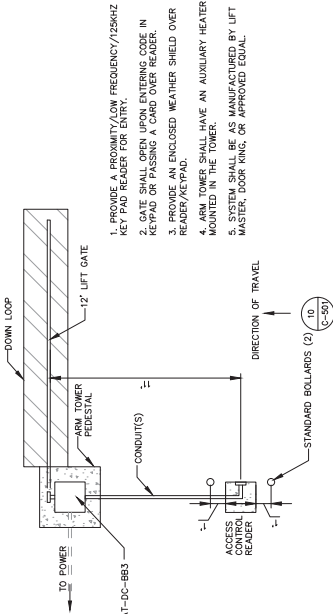
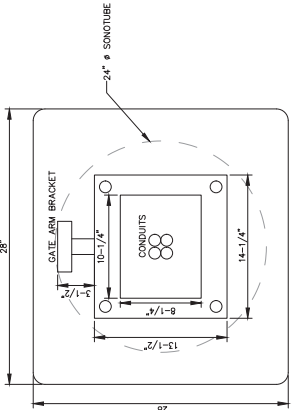
23
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ACCESS CONTROL READER DETAIL
NTS

25
C-504
AUTOMATIC EXIT LOOP DETAIL
NTS



28
C-504
ENTRY & EXIT GATE TOWER PEDESTAL DETAIL
NTS

27
C-504
TOWER BRACKET PATTERN DETAIL
NTS



24
C-504
AUTOMATIC ENTRY LOOP DETAIL
NTS

1. PROVIDE A PROXIMITY/LOW FREQUENCY/125KHZ KEY PAD READER FOR ENTRY.
2. GATE SHALL OPEN UPON ENTERING CODE IN KEYPAD OR PASSING A CARD OVER READER.
3. PROVIDE AN ENCLOSED WEATHER SHIELD OVER READER/KEYPAD.
4. READER SHALL HAVE AN AUXILIARY HEATER MOUNTED IN THE TOWER.
5. SYSTEM SHALL BE AS MANUFACTURED BY LIFT MASTER, DOOR KING, OR APPROVED EQUAL.

Job: **North Parking Lot Area 'A' (West Lot)**

Owner: **Emmet County**

Description **Repaving of lot; removal of landscape area; Relocation of light; Dr
structure reconstruct**

Item Number	Description	Quantity	Unit
1	Mobilization, Max 5%	1	LSUM
2	Erosion Control, Inlet Protection, Fabric Drop	2	EACH
3	Traffic Control/Safety Measures	1	LSUM
4	Tree and Shrub Removal	1	LSUM
5	Concrete Apron, Rem	13	SYD
6	Sidewalk, Rem	16	SYD
7	Curb, Rem	30	LFT
8	HMA Surface, Rem	220	SYD
9	Earth Excavation, Landscape Island Removal	18	CYD
10	Light and Pole, Salvage for Re-Use	1	EACH
11	Subbase, 12 inch CIP (MDOT CL II)	9	CYD
12	Aggregate Base (MDOT 21AA or 22A)	25	TON
13	Aggregate Base, Conditioning	220	SYD
14	Reconstruct Drainage Structure	1	EACH
15	HMA, 4EML (330#/SYD)	54	TON
16	Driveway, Nonreinf Conc, 6 inch (Apron)	13	SYD
17	Sidewalk, Conc, 6 inch	150	SFT
18	Pavement Marking	1	LSUM
19	Re-Install Light and Pole, Re-Route Existing Power & Conduit	1	EACH
20	Conc Wall Mounted Bumper Guards, 6 Ft	4	EACH
21	Conc Wall Mounted Bumper Guards, 8 Ft	1	EACH

Job: North Parking Lot Area 'A' (West Lot)

Owner: Emmet County

Repaving of lot; removal of landscape area; Relocation of light; Dr
Description structure reconstruct

22	Signage (Parking, Traffic)	1	LSUM

Job: **North Parking Lot Area 'B' (East Lot)**

Owner: **Emmet County**

Repaving of lot; Guardrail and posts removal; Reconstruct drainage structures; Construct Dumpster pad; Accessible parking and entry improvements; Misc. safety upgrades, pavement markings

Item Number	Description	Quantity	Unit
1	Mobilization, Max 5%	1	LSUM
2	Erosion Control, Inlet Protection, Fabric Drop	3	EACH
3	Traffic Control/Safety Measures	1	LSUM
4	Guardrail and Posts, Rem	152	LFT
5	Concrete Apron, Rem	16	SYD
6	Sidewalk, Rem	41	SYD
7	Landscape Stone, Rem	5	SYD
8	HMA Surface, Rem	1185	SYD
9	Earth Excavation	26	CYD
10	Sign To Be Removed	2	EACH
11	Subbase, 12 inch CIP (MDOT CL II)	13	CYD
12	Aggregate Base (MDOT 21AA or 22A)	60	TON
13	Aggregate Base, Conditioning	1146	SYD
14	Reconstruct Drainage Structure	2	EACH
15	HMA, 4EML (330#/SYD)	200	TON
16	Driveway, Nonreinf Conc, 6 inch (Apron)	16	SYD
17	Sidewalk, Conc, 6 inch	376	SFT
18	Pavement Marking	1750	DLRS
19	Bollards	4	EACH
20	Conc Wall Mounted Bumper Guards, 6 Ft	12	EACH
21	Conc Wall Mounted Bumper Guards, 8 Ft	2	EACH

Job: **North Parking Lot Area 'B' (East Lot)**

Owner: **Emmet County**

Repaving of lot; Guardrail and posts removal; Reconstruct drainage structures; Construct Dumpster pad; Accessible parking and entry improvements; Misc. safety upgrades, pavement markings

22	Safety Rail (4 - 10 foot and 2 - 8 foot sections)	56	LFT
23	Bike Rack	1	EACH
24	Signage (Parking, Traffic)	1	LSUM

Job: **South Parking Lot**

Owner: **Emmet County**

Lot Reconstruction; Remove retaining walls and 2 tiered layout;
Remove guardrails; Eliminate Lake Street Access; Add Storm

Description Chambers and trench drain; Improve pedestrian pathways; Add lighted bollards; Add access control system; Landscape improvements; Pavement markings.

Item Number	Description	Quantity	Unit
1	Mobilization, Max 5%	1	LSUM
2	SESC	2,000	DLRS
3	Erosion Control, Inlet Protection, Fabric Drop	3	EACH
4	Traffic Control/ Site Safety	1	LSUM
5	Guardrail and Posts, Rem	177	LFT
6	Concrete Pavt, Rem	275	SYD
7	Sidewalk, Rem	184	SYD
8	Curb and Gutter, Rem (Street)	48	LFT
9	Sign, Rem	6	EACH
10	Landscape Area, Rem	11	SYD
11	HMA Surface, Rem	2006	SYD
12	Lightpole & Luminaire, Rem and Salvage for re-use	1	EACH
13	Retaining Wall	268	LFT
14	Storm Sewer, Rem	42	LFT
15	Drainage Structure, Rem	1	EACH
16	Earth Excavation	3350	CYD
15	Subbase, 12 inch CIP (MDOT CL II)	975	CYD
16	Aggregate Base (MDOT 21AA or 22A)	910	TON
17	Drainage Structure, 48 inch Dia.	3	Each
18	Trench Drain	100	LFT
19	Storm Sewer, 8"	54	LFT
20	Storm Chambers	1	LSUM
21	HMA, 4EML (330#/SYD)	330	TON

Job: **South Parking Lot**

Owner: **Emmet County**

Lot Reconstruction; Remove retaining walls and 2 tiered layout;
Remove guardrails; Eliminate Lake Street Access; Add Storm

Description Chambers and trench drain; Improve pedestrian pathways; Add lighted bollards; Add access control system; Landscape improvements; Pavement markings.

22	Driveway, Nonreinf Conc, 6 inch	20	Syd
23	Curb and Gutter, Det B2	38	Lft
24	Sidewalk, Conc, 6 inch	1800	Sft
25	Pavement Marking	1	LSUM
26	Entry Gate & Card Reader	1	LSUM
27	Exit Gate	1	LSUM
28	Decorative Bollards	20	Each
29	Lighted Bollards	45	Each
30	Standard Bollards	2	Each
31	Landscape Plantings	1	LSUM
32	Signage (Parking, Traffic)	1	LSUM



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Planning & Zoning - Master Plan Consultant

SUMMARY:

The Michigan Planning Enabling Act requires a community to review its Master Plan every five years. The Emmet County Planning Commission has determined that the Master Plan needs to be updated.

The Planning & Zoning Department has secured a \$50,000 grant toward the Master Plan project, expected to be completed by October 31, 2026.

The department prepared an RFP and received two proposals. Beckett & Raeder, the county's designated planning firm, submitted the bid with the lowest cost of \$69,865. After careful consideration of both proposals, staff is recommending Beckett & Raeder be chosen to prepare the next Emmet County Master Plan in accordance with its proposal. Staff would request the option to explore the optional "Meetings on-the-go" to ensure the most inclusive public participation, not to exceed \$10,000.

County funds required to complete this project, not to exceed \$29,865.00. This is a budgeted for item in 2025.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the proposal submitted by Beckett & Raeder, in the amount of \$69,865.00 to update the Master Plan, with an additional \$10,000.00 for the "meetings on the go" option, total project cost not to exceed \$79,865.00, pending a suitable agreement to be determined by Civil Counsel and the Administrator, and authorize the Administrator to sign all necessary documents.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Bid Results Master Plan 2025
- ▣ Beckett & Raeder Proposal
- ▣ RFP
- ▣ RFP Reviews
- ▣ McKenna Proposal

200 Division Street



Petoskey, MI 49770

Emmet County Master Plan Consulting Services – Planning & Zoning

Present: Tammy Doernenburg, Emmet County Planning & Zoning Director
David Anolick, Emmet County Facilities/Operations Project Manager


All Requests for Proposals were received on time and in accordance with noticed procedure. The opening of Requests for Proposals for Emmet County Master Plan Consulting Services – Planning & Zoning was held on Thursday, April 10, 2025 at 3:00 p.m., in the Emmet County Board of Commissioners Room, 200 Division Street, Petoskey, Michigan. Requests for Proposals were opened and read by David Anolick, Emmet County Facilities/Operations Project Manager. All Requests for Proposals were opened and available for review. The County of Emmet reserves the right to accept any proposal, reject any proposal and waive irregularities in proposals. Emmet County is requesting proposals for Emmet County Master Plan Consulting Services – Planning & Zoning. The Proposal shall be provided in accordance with the Request for Proposals for Emmet County Master Plan Consulting Services – Planning & Zoning, RFP# EC-03-2025#09, dated March 20, 2025.

BIDDER	DATE AND TIME RCVD	BID AMOUNT
McKenna 235 East Main Street, Suite 105 Northville, Michigan 48167	April 9, 2025 12:12 p.m.	\$80,000
Beckett & Raeder 113 Howard Street Petoskey, Michigan 49770	April 10, 2025 1:00 p.m.	\$69,865 Optional In-Depth Housing Analysis \$15,000 - \$84,865

April 10, 2025


David Anolick, Emmet County Facilities/Operations
Project Manager

April 10, 2025


Tammy Doernenburg, Emmet County
Planning & Zoning Director

Emmet County Master Plan

Proposal for Professional Services

April 10, 2025



Comstock Center Redevelopment, Comstock Township, Michigan



innovative

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B R i
Beckett&Raeder

*Landscape Architecture
Planning, Engineering &
Environmental Services*

April 10, 2025

Priscilla Meyer
Administration Office
200 Division Street, Suite G70
Petoskey, MI 49770

i
initiative

Regarding: Emmet County Master Plan

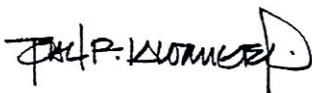
Priscilla Meyer,

I am pleased to submit for your consideration a proposal for professional planning services to prepare a Master Plan for Emmet County. We feel our team at Beckett & Raeder, Inc. (BRI) is expertly equipped with the planning skills, resources, and experience needed to successfully serve the County. Our emphasis on visual storytelling creates compelling plans that are accessible and provide a clear roadmap for the future.

Over the last ten years, our team has won more Daniel Burnham Awards for a Comprehensive Plan from the Michigan Chapter of the American Planning Association than all other planning firms in the state combined, and it's because we take great pride in crafting unique documents that speak directly to the communities they serve. Ruben Shell, AICP, from of our Petoskey office, will be the primary contact for the project and will be the individual attending the meetings. He will be assisted by John Iacoangeli, FAICP, Jenn Cram, AICP, and our staff to provide an easy-to-read, highly visual document.

We prepared a Scope of Work that complies with the requirements of PA 33 of 2008, the Michigan Planning Enabling Act (MPEA) with clear direction on how to develop in the short- and long-term, using data and community input. Please feel free to contact us with any questions.

Sincerely,



John Iacoangeli, FAICP
Partner Emeritus
jri@bria2.com



Sara Kopriva, AICP
Partner
skopriva@bria2.com

Beckett & Raeder, Inc.
535 West William
Suite 101
Ann Arbor, MI 48103

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734.663.6759 fx

www.bria2.com

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Traverse City Office
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Suite 207
Traverse City, MI 49684

231.933.8400 ph
231.944.1709 fx

Grand Rapids Office
5211 Cascade Road SE
Suite 300
Grand Rapids, MI 49546

616.585.1295 ph



i.
Business Organization



Seminole and Henry Corridor Redevelopment | Norton Shores, Michigan

Beckett & Raeder, Inc. is a Michigan Corporation headquartered in Ann Arbor with additional offices in Petoskey, Traverse City, and Grand Rapids, Michigan. The firm includes landscape architects, planners, civil engineers, LEED accredited professionals, and support staff maintaining registrations in the States of Michigan, Ohio, Indiana, and Illinois and certification at the national level.

HISTORY

Beckett & Raeder, Inc. was established as a Michigan corporation in 1966 with its corporate office in Ann Arbor, Michigan. BRI is also licensed to operate in the State of Ohio.

SERVICES

Major areas of practice and scope of services include sustainable design, land use programming and analysis, master planning, campus planning, placemaking, site planning and civil engineering, site development, municipal engineering, storm water management, downtown revitalization and redevelopment, community planning and urban design, economic development, public/private development services, and environmental services.

PARTNERS, PRINCIPALS, AND/OR OFFICERS

Christy Summers, President & Partner
Brian Barrick, Executive V.P., Secretary & Partner
Kristofer Enlow, Executive V.P., Treasurer & Partner
John Beckett, V.P. & Partner Emeritus
Deborah Cooper, V.P. & Partner Emeritus
John Iacoangeli, V.P. & Partner Emeritus
Christopher DeGood, Partner
Sara Kopriva, Partner
Tim Knutsen, Principal

PHILOSOPHY

All commissions accepted by the firm are accomplished under the direct supervision of one of the firm's eight Partners. Principals, Senior Associates, Associates, Project Landscape Architects, Planners, and Engineers are assigned to projects in accordance with their individual expertise and the requirements of the project. In keeping with the philosophy of the office, the project team is involved in all aspects of the work through its entire duration. The firm routinely engages other consultants, as the work plan requires.

LOCATIONS

Ann Arbor
535 W. William,
Suite 101
Ann Arbor, MI 48103
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Fax: 734.663.6759

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Petoskey
113 Howard Street
Petoskey, MI 49770
Tel: 231.347.2523
Fax: 231.347.2524

Grand Rapids
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Suite 300
Grand Rapids, MI 49546
Tel: 616.585.1295

www.bria2.com

CONTACT:
Sara Kopriva, AICP
Partner
231.933.8400 | skopriva@bria2.com

Our Services



*Michigan Recreation and Park Association (mParks), Outstanding Park Design Award, 2018,
Petoskey Downtown Greenway, South Segment | Petoskey, Michigan*

INFRASTRUCTURE

Storm Water Management
Water Distribution Systems
Sanitary Sewer Systems
Capacity Analysis
Capital Improvement Program
Wellhead Design & Protection
Pavement Evaluation
Streets and Roads
Onsite Sewage Treatment
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Comprehensive Master Plans
Brownfield Redevelopment
Zoning Ordinance /Codes
Specialized Zoning Ordinance

Provisions Development
Standards and Guidelines Site
Plan Review
Strategic Planning
Expert Witness Zoning Testimony
Community Development
Greenway Planning
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Site Evaluation & Analysis
Low Impact, Conservation Design
Wetland Delineation
Constructed Wetland Design &
Installation
Wetland Restoration
Storm Water Management

ANALYSIS & EVALUATION

Site Analysis
Feasibility Studies
Site Selection Studies
Buildout Analysis
Market Analysis
Demographics
Natural Features Interpretive
Studies

PROJECT CONSTRUCTION

Construction Administration
Field Inspection
Storm Water Operator
Bridge Inspection
Specification Writing
Project Cost Estimating
Construction Drawings



2016 Honor Award, Michigan Chapter, Landscape Architectural Sustainability Marshbank Park | West Bloomfield Township, Michigan

DOWNTOWN & ECONOMIC DEVELOPMENT

- Brownfield Redevelopment
- Grant Writing
- Downtown Management
- Downtown Master Plans
- Special Finance Districts
- Adaptive Reuse Studies
- Retail Market Analysis
- Strategic Planning/Visioning
 - Workshops
- Physical Design Plans
- Streetscape Design & Implementation
- Wayfinding & Signage
- Tax Increment Financing & Development Plans
- DDA Creation

SITE DESIGN

- Planting Design
- Irrigation Design
- Grading Plans
- Utility Plans
- Pavement Design
- Lighting Design
- Site Design Guidelines
- Park Design
- URBAN DESIGN
- Corridor Design & Planning
- Streetscape Design
- Waterfront Design

FACILITY DESIGN

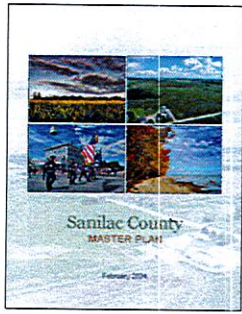
- Marina Design
- Playground Design
- Athletic Facility Design
- K-12 Site Development

- Subdivision Design
- Campgrounds
- Parks Design
- Higher Education

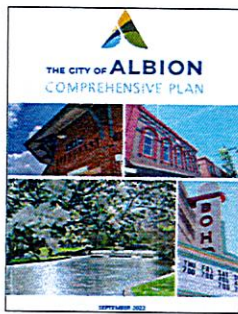
MASTER PLANNING

- Campus Planning
- Traditional Neighborhood & Small Town Design
- Community Master Planning
- Watershed Planning
- Recreation Master Planning
- Park Master Planning
- Rural Land Planning Services
- Land Use Planning

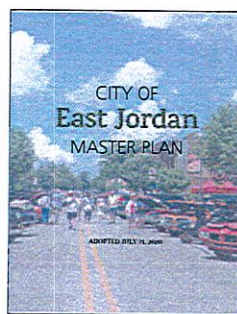
MAP Daniel Burnham Award for a Comprehensive Plan



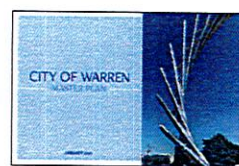
Sanilac County
Master Plan
Sanilac, MI | 2024



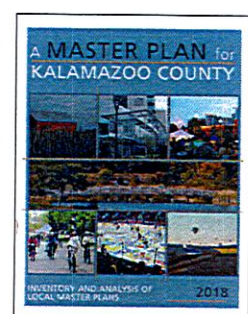
City of Albion
Comprehensive Plan
Albion, MI | 2023



City of East Jordan
Master Plan
East Jordan, MI | 2022



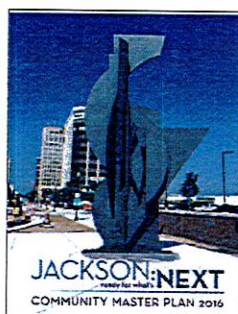
City of Warren
Master Plan
Warren, MI | 2021



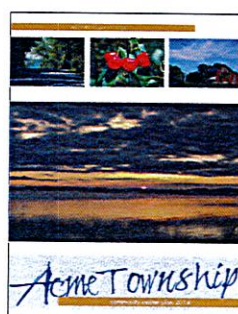
Kalamazoo County
Master Plan
Kalamazoo, MI | 2019



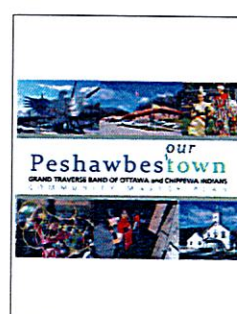
Trenton Resiliency
Master Plan
Trenton, MI | 2017



Jackson Community
Master Plan
Jackson, MI | 2016



Acme Township
Master Plan
Acme, MI | 2015



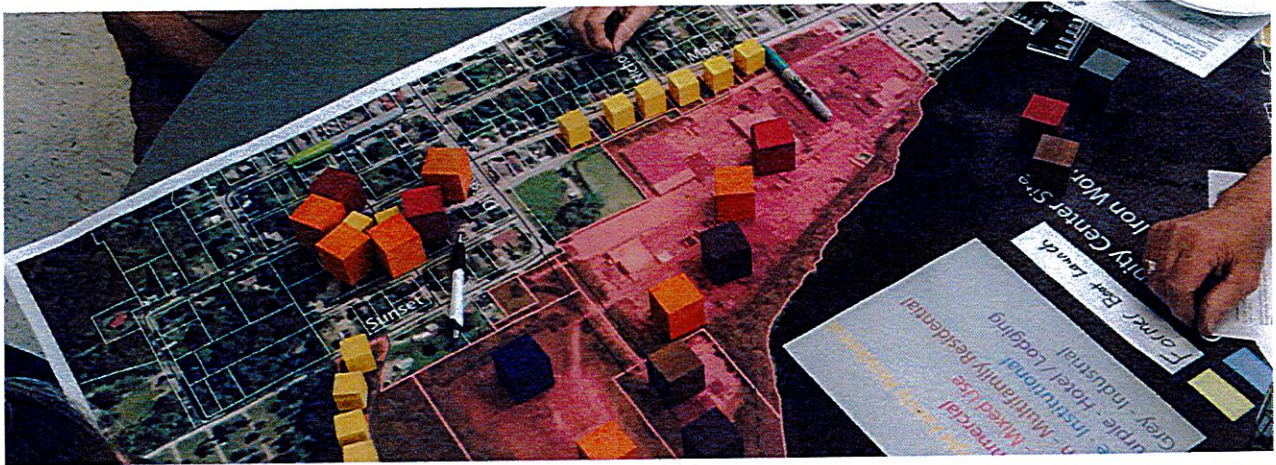
Peshawbestown
Master Plan
Grand Traverse Band
of Ottawa & Chippewa
Indians | 2013



Onkama Community
Master Plan
Onkama, MI | 2010



Other Michigan Association of Planning Awards



Design charrette for City of East Jordan Master Plan | City of East Jordan, Michigan

PLANNING EXCELLENCE AWARDS

Urban Design, 2024

Caledonia M-37 Corridor Sub-Area Plan
Caledonia Charter Township, MI

Economic Development & Planning, 2021

Comstock Center Place Plan for
Redevelopment and Prosperity
Township of Comstock, MI

Public Outreach, 2021

City of East Jordan Master Plan
East Jordan, MI

Public Outreach, 2020

Sturgis Community Master Plan
Sturgis, MI

Economic Planning & Development, 2018

Project Rising Tide

URBAN DESIGN AWARDS

Urban Design, 2018

Jackson Downtown Streetscape
Jackson, MI

Urban Design, 2017

Jackson Blackman Park Expansion
Jackson, MI

HONOR AWARDS

Honor Award

Monroe Coastal Zone
Management Plan
Monroe, MI

Honor Award

River Raisin Esplanade
Monroe, MI

Honor Award

"Michigan Social Erosion
and Sedimentation Control
Guidebook"
State of Michigan

Honor Award

"Housing for the Elderly
Development Process"
Michigan State Development
Authority

OTHER AWARDS

Best Practice Award, 2018

Planning for Resiliency in Michigan:
A Comprehensive Handbook

Implementation Award, 2016

Bear River Valley Recreation Area
Petoskey, MI

Innovation in Economic Planning & Development, 2015

Lakes to Land Regional
Initiative: Food and Farm
System Assessment

Innovation in Regional Planning, 2014

Lakes to Land Regional Planning
Initiative

Onekama Joint Master Plan, 2012

Onekama, MI

Selected Recent Awards



River Raisin Heritage Corridor | Monroe, Michigan

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

Merit Award, Michigan Chapter, 2024, Planning
Mackinac Island Transportation Plan
Mackinac Island / Straits of Mackinac, Michigan

Design Honor Award, Michigan Chapter, 2023,
Michigan State University
STEM Teaching & Learning Facility
East Lansing, Michigan

Merit Award, Michigan Chapter, 2017, General Design
Chicago Drive Corridor
Grandville, Michigan

Merit Award, Michigan Chapter, 2017, Planning & Analysis
Peshawbestown Community Master Plan
Peshawbestown, Michigan

Merit Award, Michigan Chapter, 2016, Landscape Architectural Design
Jackson Blackman Park Expansion,
Jackson, Michigan

Merit Award, Michigan Chapter, 2016, Landscape Architectural Sustainability
Wall Street East Parking Structure,
Ann Arbor, Michigan
Honor Award, Michigan Chapter, 2016, Landscape Architectural Sustainability
Marshbank Park
West Bloomfield Township, Michigan

Merit Award, Michigan Chapter, 2015, Landscape Architectural Design
Munger Graduate Residences,
University of Michigan
Ann Arbor, Michigan

Merit Award, Michigan Chapter, 2014, Historic Significance
Petoskey Bayfront Park
Petoskey, Michigan

Merit Award, Michigan Chapter, 2013, Planning & Analysis
River Raisin Heritage Corridor East Master Plan
Monroe, Michigan

Merit Award, Michigan Chapter, 2010
Outdoor Learning Center
Central Michigan University
Mt. Pleasant, Michigan

AMERICAN INSTITUTE OF ARCHITECTS

Architectural Honor Award, Historic Rehabilitation Category - Detroit Chapter, 2023
University of Michigan School of Kinesiology Building
TMP Architecture, Inc. & Ballinger
Ann Arbor, Michigan

Architectural Honor Award, Building Category - Detroit Chapter, 2023
Michigan State University Billman Music Pavilion
TMP Architecture, Inc. & Bora Architecture & Interiors
East Lansing, Michigan

Architectural Honor Award - Detroit Chapter, 2022
University of Michigan Dance Building
TMP Architecture, Inc. and Ballinger
Ann Arbor, Michigan

Building Award for New Construction, Addition or Renovation - Huron Valley Chapter, 2022
Clinton Macomb Public Library, North Branch
Quinn Evans Architects
Macomb, Michigan

MICHIGAN RECREATION & PARK ASSOCIATION

Design Award, Parks 2018
Petoskey Greenway, South Segment
Petoskey, Michigan

Design Award, Outstanding Facility 2017
Silver Lake State Park
Mears, Michigan

Landscape Design Award, 2014
White Lake Bloomer Park
White Lake Charter Township, Michigan

Outstanding Park Design Award, 2013
Argo Cascades
Ann Arbor, Michigan

Design Award, Landscape Design, 2011
Bear River Valley Recreation Area
City of Petoskey, Michigan

Landscape Design Award, 2011
Marshbank Park
West Bloomfield Township, Michigan

Landscape Design Award, 2010
Outdoor Learning Center
Central Michigan University
Mount Pleasant, Michigan

ENGINEERING NEWS-RECORD (ENR) MIDWEST

Award of Merit, Healthcare, 2024
Caro Psychiatric Hospital
Caro, Michigan

Award of Merit, Higher Education / Research, 2024
Western Michigan University
Kalamazoo, Michigan

THE CHICAGO ATHENAEUM

International Architecture Award, Honorable Mention, 2024
Western Michigan University
Kalamazoo, Michigan

IMAGIN (Improving Michigan's Access to Geographic Information Networks)

Innovation Award, 2018
Acme Township, Michigan

WASHTENAW CONTRACTORS ASSOCIATION

Pyramid Award, 2018
University of Michigan Art & Architecture A. Alfred Taubman Wing
Ann Arbor, Michigan

Pyramid Award
Skyline High School
Ann Arbor, Michigan

EDUCATION DESIGN SHOWCASE

Project of Distinction, 2017
Outstanding Design and Architecture
Lasch Family Golf Center,
Michigan State University
East Lansing, Michigan

NATIONAL TRUST FOR HISTORIC PRESERVATION

Richard H. Driehaus National Preservation Honor Award, 2014
McGregor Pool
Wayne State University
Detroit, Michigan

Selected Recent Awards

MICHIGAN HISTORIC PRESERVATION NETWORK

Government/Institution Award, 2016
River Raisin Heritage Corridor, East Master Plan
Monroe, Michigan

Cultural Landscape Award, 2014
McGregor Memorial Conference Center Reflecting Pool and Sculpture Garden for Contribution to Historic Preservation in Michigan
Wayne State University
Detroit, Michigan

GREAT LAKES PARK TRAINING INSTITUTE

Great Lakes Park, Facility, & Recreation Program Award, 2013
Marshbank Park
West Bloomfield Township, Michigan

OAKLAND COUNTY

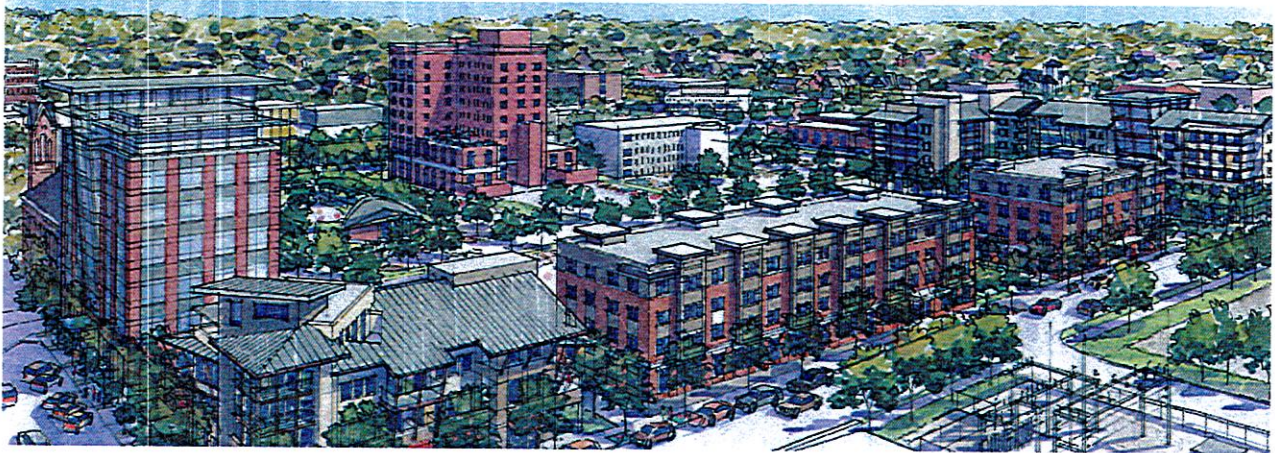
Oak Land Award, 2012
Marshbank Park
West Bloomfield Township, Michigan

PROGRESSIVE ARCHITECTURE AWARDS PROGRAM

Honor Award
"Michigan Soil Erosion & Sedimentation Control Guidebook"
State of Michigan

Honor Award
"Housing for the Elderly Development Process"
Michigan State Development Authority

Professional Affiliations & Organizations



Jackson Streetscape Master Plan | Jackson, Michigan

Beckett & Raeder, Inc. is staffed by licensed professional landscape architects, community planners, engineers, and environmental and ecological professionals and has specialized training and maintains professional affiliation with the following:

ACCREDITATIONS

U.S. Green Building Council LEED Accredited Professionals
Form Based Code Institute (FBCI)
Congress for the New Urbanism Accreditation (CNU-A)

CERTIFICATIONS

Michigan Economic Development Association
Certified Economic Development Professional
Certified Stormwater Operator
Housing Development Finance Professional (HDFP)
Project Management Boot Camp
PASER Road Rating
Planning and Zoning Instructor (MAP)
Certificate of Real Estate
Certified Playground Safety Inspector (CPSI)
American Institute of Certified Planners (AICP)
National Charrette Institute Certification (NCI)

REGISTRATIONS

Professional Landscape Architects
» State of Michigan (PLA)
» State of Ohio (PLA)
» State of Illinois (PLA)
» State of Indiana (PLA)
» Council of Landscape Architects Registration Boards

Professional Registered Engineers
» State of Michigan (PE)
» State of Ohio (PE)

Residential Builder License
» State of Michigan

SPECIALIZED TRAINING

EPA Brownfield Redevelopment
People, Places and Placemaking
Economics of Place
Neighborhoods, Streets and Connections
Form Planning and Regulation
Collaborative Public Involvement
Applied Placemaking
Complete Streets
Geographic Information Systems
FEMA ICS-100, IS-00029, EFS 15
FEMA ICS-200, IS-00700 (NIMS)
Green Roof Design
Charrette System Training (NCI)

Professional Affiliations & Organizations

MEMBERSHIPS

American Planning Association (APA)	American Public Works Association (APWA)	American Society of Civil Engineers (ASCE)	American Society of Landscape Architects (ASLA)	Congress for the New Urbanism	Detroit Association of Planners
Heritage Ohio (Ohio Main Street)	Improving Michigan's Access to Geographic Information Networks (IMAGIN)	Institute of Transportation Engineers (ITE)	MAP Planners in Private Practice	Michigan Association of Physical Plant Administrators (MIAPPA)	Michigan Association of Planning (MAP)
Michigan Complete Streets	Michigan Downtown Association (MDA)	Michigan Economic Development Association (MEDA)	Michigan Historic Preservation Network	Michigan Municipal League (MML)	Michigan Recreation and Parks Association (mParks)
Michigan Rural Network	Michigan School Business Officials (MSBO)	Michigan Society of Professional Engineers	National Complete Streets	National Main Street Center	National Society of Professional Engineers
National Trust for Historic Preservation	Preservation Detroit	Society of College and University Professionals (SCUP)	Society of Marketing Professional Services (SMPS)	South Oakland County Municipal Engineers (SOCME)	Southern Michigan Water and Sewer Utilities Association (SMW & SUA)
Toledo Metropolitan Area of Council of Governments (TMACOG)	Urban and Regional Information Systems Association (URISA)	Urban Land Institute			

ii.

Scope of Work



River Raisin Heritage Corridor | Monroe, Michigan

UNDERSTANDING OF REQUEST

Beckett & Raeder, Inc. (BRI) understands that Emmet County seeks to update its Master Plan with a specific planning focus on housing and housing affordability. Emmet County serves as the guiding entity for all communities within the County. The County provides planning and zoning services for many Emmet County jurisdictions, making it extremely important to have a consistent guiding vision for the area. The updated Master Plan will establish a new community vision and identify measurable long-term goals and objectives, with targeted goals and action items. It will also analyze up-to-date demographic data and establish land-use strategies and priorities to effectively address housing development. Additionally, BRI understands that for many community members, a large and text-heavy master plan can be daunting to digest and understand. Therefore, BRI proposes a condensed, highly visual, and graphic document that prioritizes readability and accessibility while providing the necessary details and supporting information.

Key elements of the process will include:

1. **Community Engagement.** We have designed a robust community engagement process and project website, which utilizes the winter tax bill to introduce a county-wide internet-based survey.
2. **Existing Conditions Review & Update.** We would like to update the extensive existing conditions section found in the current master plan. This will reduce duplication and allow budget resources to be redirected to a more intensive review of housing.
3. **Housing.** Conform to the recent changes to the Michigan Planning Enabling Act, which require a more thorough understanding of housing conditions and the market. In 2022, on behalf of the County, we prepared a background summary with recommendations entitled Housing Analysis: Master Plan and Report. In 2022, we were commissioned by Networks Northwest to prepare a seasonal population study for northwest Michigan, which looked at the impact of seasonal housing, short-term rentals, and tourist-related trips and their impact on housing. We will utilize this background, coupled with our GIS capabilities, to craft a strategy based on acceptable housing typologies that can be employed in the County's developed, semi-rural, and rural areas.
4. **Land Use Analysis.** The land use analysis will be based on the creation of a consolidated future land use framework based on those communities that perform their own master plans, combined with municipalities that rely on the county for their planning. The result of this effort is to generate a broad land use framework that recognizes the variation in county development patterns.
5. **Implementation & Action Program.** We will prepare a well-defined implementation and action program that reflects internal staff capabilities and the County Planning Commission's work plan docket. The goal is not to overwhelm either the staff or Planning Commission with numerous actions but create an actionable program for results.

Scope of Work

TASK 1: PROJECT INITIATION AND BACKGROUND

1.1 Pre-Kick-Off Meeting

BRI will host an initial meeting with Emmet County staff to gather information about the current state of the County and availability resources. This meeting will also be an opportunity to discuss the final work plan and any special considerations in the planning process. We suggest the formation of a Master Plan Steering Committee, consisting of representatives from elected offices, the Planning Commission, staff, local institutions, and business owners.

1.2 Kick-Off Meeting

BRI will host a kick-off meeting with Emmet County officials, Planning Commissioners, and staff. This workshop will introduce the master planning process, examine strengths, weaknesses, opportunities, and threats in the County, identify key planning priorities, and provide guidance on the community engagement portion of the process.

1.3 Existing Plans and Documents

BRI will identify with staff, existing community plans or projects which will have a bearing on the direction of the project. These documents typically include the previous Master Plan, Zoning Ordinance, Parks & Recreation Plan, and other county and regional planning documents. County staff will provide these documents.

1.4 Public Notification

BRI will provide the intent to plan notifications to the required entities as outlined in the MPEA throughout the master planning process.

TASK 2: PUBLIC PARTICIPATION

2.1 Project Website

BRI will host a project website to manage the master planning process, keep the public informed, and provide documents. The website will host all project materials and information and will serve as the basis for the "Planning and Zoning" page that the County can maintain once the Master Plan project is complete.

2.2 Community Surveys

An online survey is one of the most effective methods at gathering a wide array of feedback on a variety of topics. BRI proposes two (2) community surveys to be conducted throughout the planning process. The first survey will occur early in the process prior to the community-wide charrette (see Task 2.3), and the second survey will occur after the charrette. It is recommended that physical copies of the plan be available for those who cannot or do not wish to use the online survey. The surveys will include an educational piece of how the County interacts with cities, villages, and townships. Survey questions will be time-specific, and they will include an assessment of housing needs, transportation options, possible new industrial parks, ranking of goal options, attitudes toward water and sewer expansion, possible subarea plans, and other priorities identified in the kick-off meeting (Task 1.2). BRI will provide postcard and/or mail stuffer designs for the County to be able to easily distribute the surveys in the method of the County's choosing. We recommend using the winter tax bill as a delivery option for the survey announcement.

2.3 Charrette-Style Visioning Session

BRI will hold one (1) charrette-style visioning session to occur over the course of three (3) days, one of which will be a Saturday. The charrette will include several interactive activities, including live surveys, vision boards, and round-table discussions. Because this will occur over the course of three days, there will be opportunities to get multiple rounds of feedback from participants.

2.4 Meetings On-the-Go (optional)

In order to make the community engagement effort more inclusive (i.e. if people are unavailable to attend the Visioning Session), BRI recommends providing a two-week "meetings on-the-go" option. This method allows people to participate and provide their input if they are not available during the more formally scheduled events.

2.5 Steering Committee Meetings

Regular steering committee meetings will be held throughout the planning process to get feedback from community representatives. Members of the steering committee should update their

organizations on a regular basis of the Master Plan process and gain input throughout the process. Meetings are proposed to be held in person but may be held virtually, if requested. Eight (8) meetings with the steering committee are anticipated throughout the process to review the surveys, charette materials, and master plan document. Additional meetings may be held for a fee.

2.6 Engagement Summary

A summary of all community engagement will be included in the master plan as a standalone section and outline the vision and goals that resulted from the community engagement process.

TASK 3: PLAN DEVELOPMENT

3.1 Background & Regional Trends

This section of the plan will detail past planning efforts in the County, current planning trends, and regional trends that may impact Emmet County. BRI will also conduct an analysis of the cities, villages, and townships within the County and their master plans to determine how land use planning in Emmet County jurisdictions may impact this master planning effort. This analysis will result in an analysis of common themes to help guide the direction of the County Master Plan.

3.2 Existing Conditions

The current Emmet County Master Plan, prepared with the assistance of McKenna Associates, has extensive existing conditions inventories. BRI will update the existing data with up-to-date data, including charts, graphics, and maps, but much of the existing conditions content will remain relevant. This approach will allow us to focus more attention on the housing, land use framework, and action program for the master plan.

3.3 Housing

This section will form the backbone of the plan as the specific focus of this planning effort is targeted on housing and housing affordability. Based on the MSHDA funding source for this project and the updated state law requiring a housing element in the Master Plan, this planning effort will provide a deeper dive on housing in the County. BRI will develop housing strategies that will be driven

by data and trends, community engagement findings, and best practices. In addition to utilizing information in the 2023 Housing Assessment prepared for Emmet County by Bowen National Research, we plan to work closely with Housing North and other housing-related agencies and non-profits in the County to ascertain and identify housing issues and opportunities. The housing section will address the existing housing stock and will provide strategies for affordable and attainable housing opportunities in Emmet County.

3.3.1 In-Depth Housing Analysis (Optional)

To have a better understanding of the housing landscape in Emmet County, BRI proposes to partner with Flywheel Companies for an in-depth housing analysis. Flywheel Companies would provide the following:

- » Conduct market assessments and demographic analyses for the subareas identified in the community surveys and charette-style visioning session;
- » Identify housing types that are most financially feasible while remaining in alignment with community priorities and demographic needs as articulated in the Bowen Housing Needs Assessment;
- » Conduct zoning and policy audits for the communities within these subareas to identify specific barriers to the desired form of development;
- » Craft zoning and policy templates that would better support the housing types most needed and prioritized by the community; and
- » Provide illustrative renderings of housing types supported by the recommended changes.

3.4 Land Use Framework

Land use is the core element of community planning, and BRI will inventory the existing land use patterns, present trends, changes over time, and future desired development densities through available data and land use information, using all pertinent information, reports and studies on file with the County, current assessing data, geographic information databases, and other

sources. This section of the Plan will include three land use analyses – existing land use, zoning, and future land use. Pursuant to the Michigan Planning Enabling Act, this section will include the required zoning plan and future land use plan. The future land use plan, map, and categories will be based on the vision, goals, and policies developed in the community engagement phase of the project. This section will also include up to three (3) more detailed subarea studies, exact areas to be determined from the community engagement results.

3.5 Implementation

Based on identified policies and goals identified through community input, BRI will define and provide a schedule of actions necessary to implement the strategies and recommendations of each element of the plan. Goals and objectives from the 2021-2025 Master Plan will be revised; those that have been accomplished will be removed, and others may be consolidated or updated based on the existing conditions, community input, and forecasted trends.

A detailed process will be specified outlining the proposed changes and modifications to be made to the County's regulatory system (e.g. Zoning Map, zoning, and regulations, etc.) to be consistent with the Master Plan. The entity most appropriate to spearhead each action will be identified for ease of implementation. Actions will be phased along a recommended timeline for completion, emphasizing the first three years after adoption but going beyond that threshold to also incorporate long-term change. Furthermore, the Action Plan will be organized by responsible party, so that separate groups may easily take ownership of their relevant portions of the Plan.

TASK 4: PLAN PREPARATION

The plan will be initially prepared in .docx format for internal review and review with the Steering Committee. For public review, the plan will be prepared in the final visual and graphic format using Adobe InDesign and provided in a .pdf file.

TASK 5: DELIVERABLES & ADOPTION PROCESS

5.1 Public Review

BRI will provide the draft Master Plan and attachments in PDF format for the County to post on the County's website for public review and comment. As specified in the MPEA, BRI will disseminate the draft Master Plan to adjacent municipalities, authorities, and boards.

5.2 Public Hearing

BRI will attend a public hearing and make a presentation on the draft plan to the Planning Commission. Any public input received will be documented.

5.3 Final Deliverables

At the end of the project BRI will deliver to the client the following:

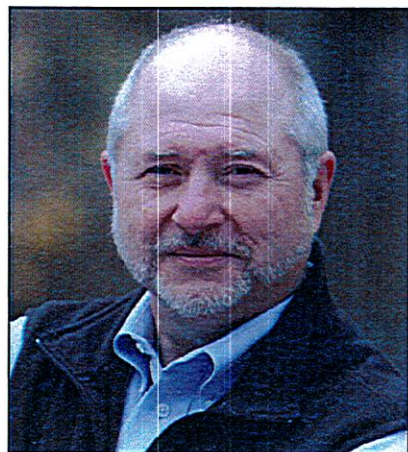
- » Any input received from the community engagement process compiled and summarized in a project memorandum;
- » All Adobe InDesign files;
- » All GIS files;
- » All digital information, documentation, maps, graphics, tables, charts, renderings, and educational materials;
- » 1 digital copy of the plan in PDF format



imagine

iii.

Consultant Personnel



John Iacoangeli, FAICP, PCP, LEED AP, CNU-A, FBCI Partner Emeritus, Planner - Project Lead

John joined Beckett & Raeder in 1991 and is a Professional Certified Planner and a member of the College of Fellows of the American Institute of Certified Planners. John has over thirty-five years experience working with public and private sector clients on a variety of community and economic development based projects. He has been involved in the preparation and implementation of community master plans and zoning ordinances, downtown and neighborhood revitalization, community development, economic development, historic preservation, and natural resource-based projects for numerous communities throughout the Midwest. His area of specialization is project implementation involving federal and state grants, local municipal financing, special authority financing, and public-private partnerships. He serves as an advisor-consultant to planning commissions and a variety of redevelopment authorities (DDA, CIA, BRA) and is a frequent instructor for the Michigan Association of Planning and the MIPlace program.

EDUCATION

Master of Public Administration,
Northern Michigan University,
Marquette, MI

Bachelor of Science, Resource
Management, University of
Michigan, Ann Arbor, MI

CERTIFICATIONS

American Institute of Certified
Planners

Professional Community Planner
(PCP) State of Michigan

Certificate of Real Estate,
University of Michigan and
Michigan Association of Realtors

Congress for New Urbanism
Accreditation (CNU-A)

Form Based Code Institute
Certification

LEED Accredited Professional
(BD+C)

FEMA

ICS-100, IS-00029, EFS 15.
ICS-200, IS-00700 (NIMS)

RECOGNITION

College of Fellows, American
Institute of Certified Planners
(FAICP)

SELECTED EXPERIENCE

Lakes to Land Regional
Initiative

Collaborative Master Plan for
sixteen communities

Benzie and Manistee Counties
*Innovation in Regional Planning
Award – Michigan Association of
Planning, 2014*

Acme Township Placemaking &
Master Plan

Acme Township, MI
*Daniel Burnham Award for a
Comprehensive Plan – Michigan
Association of Planning, 2015*

River Raisin Heritage Corridor
East Master Plan

Monroe County Historical
Society, National Park Service,
City of Monroe
Monroe, MI

*Merit Award – Michigan Chapter
of American Society of Landscape
Architects, 2013*

*Honor Award – Michigan Historic
Preservation Network, 2016*

Peshawbestown Master
Plan, Grand Traverse Band of
Chippewa and Ottawa Indians
Peshawbestown, MI

*Daniel Burnham Award for a
Comprehensive Plan – Michigan
Association of Planning, 2012*

City of Marquette Master Plan,
Historic Waterfront and
Lower Harbor Master Plan,
Redevelopment Plan
Marquette, MI

Lakes to Land Farm and Food
System Assessment
*Innovation in Economic Planning
and Development – Michigan
Association of Planning, 2015*

Project Rising Tide, State of
Michigan, Michigan Economic
Development Corporation
for twenty-one selected
communities throughout the
State

*Economic Planning and
Development Award - Michigan
Association of Planning, 2018*



Sara A. Kopriva, AICP

Partner, Planner - Community Engagement

Sara is an experienced community planner and zoning administrator with a focus on northwest Michigan communities. Her educational background is soundly focused on local government with a Bachelors of Science degree in urban and regional planning and a Masters of Science in Public Administration. Her certification from the American Institute of Certified Planners (AICP) denotes her education, experience, and application of planning principles and best practices. Sara excels in collaborating with planning commissions through the decision-making process. Her involvement as a Township and County Planning Commissioner gives her a unique perspective on the planning process and the roles of the professional planner and the Planning Commission.

EDUCATION

Master of Science in Administration, Concentration in Public Administration, Central Michigan University, Mount Pleasant, MI

Bachelor of Science, Urban and Regional Planning, Michigan State University, East Lansing, MI

CERTIFICATIONS

American Institute of Certified Planners

National Charrette Institute

AFFILIATIONS

Michigan Association of Planning

Congress of New Urbanism-
Michigan Chapter Board Member

SELECTED EXPERIENCE

City of Traverse City Master Plan

Traverse City, MI

Hudson Township Master Plan

Elmira, MI

Leelanau Township Master Plan

Northport, MI

Milton Township Master Plan

Kewadin, MI

Hatton Township Master Plan

Clare, MI

Calumet Master Plan Update

Calumet, MI

Leelanau Township Park and Recreation Plan

Northport, MI

Burt Township Park and Recreation Plan

Cheboygan, MI

Village of Kalkaska Park and Recreation Plan

Kalkaska, MI

Acme Township Planning Services

Williamsburg, MI

Bay Township Planning Services

Boyne City, MI

East Bay Township Planning Services

Traverse City, MI

Hayes Township Planning Services

Charlevoix, MI

Village of Mancelona Planning Services

Mancelona, MI

Torch Lake Township Planning & Zoning Services

Eastport, MI

Milton Township Planning & Zoning Services

Kewadin, MI

Lansing Township Planning Services

Lansing, MI

Village of Honor- RRC Compliance



Jenn Cram, AICP

Urban Designer/Associate Community Planner - Community Engagement + Plan Development

Jenn comes to Beckett & Raeder with thirty years of professional planning and design experience. Her career is grounded in public sector planning with a breadth in both current and long range planning. She understands the public process and knows that the most successful planning projects come from community buy in. Having graduated from Michigan State University with an undergraduate degree in Landscape Architecture and additional studies in the fine arts, she approaches all planning efforts with strong design sensibilities and creativity. She has a knack for seeing the various layers of a community to emphasize what makes a place unique and assist with developing those legacy planning projects that make a community resilient. Jenn possesses the ability to see both the big picture while also being able to distill the fine details to manage projects from conception to completion.

EDUCATION

Bachelor of Landscape Architecture, Michigan State University, East Lansing, MI

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

Michigan Association of Planning

Michigan Commission of Agriculture and Rural Development Farm Market GAAMPs Committee

SELECTED EXPERIENCE

Peninsula Township Director of Planning and Zoning*
Peninsula Township, MI

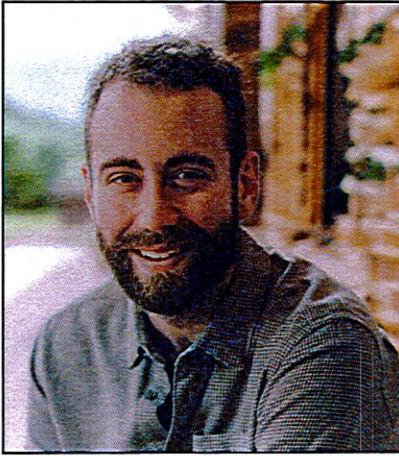
Larimer County Senior Planner*
Larimer County, CO

Breckenridge Creative Arts Director of Public Programs and Engagement*
Breckenridge, CO

Planner I,II,III and Manager for Breckenridge Arts District and Public Art Program*
Breckenridge, CO

Meridian Charter Township Landscape Architect*
Okemos, MI

**Work performed outside of Beckett & Raeder*



Ruben Shell, AICP

Project Professional, Planner - Community Engagement + Plan Development

Ruben is a Community Planner with Beckett and Raeder. His primary focus is revising zoning and sign ordinances to feature user-friendly layouts, align with community planning efforts, and include streamlined, modern development processes. Ruben also contributes to comprehensive plans and other land use planning projects to address issues such as coastal resiliency, the seasonal economy, and affordable housing. He also has experience providing planner of record advisory services for communities throughout northwest Michigan. Ruben received a Bachelor's degree in geography from Central Michigan University and a Master of Urban and Regional Planning degree from the University of Michigan. While studying, he cultivated strong interests in transportation and land use planning and amending zoning to support the local economy and the production of appropriate housing options.

EDUCATION

Master of Urban and Regional Planning, University of Michigan, Ann Arbor, MI

Bachelor of Science Geography
Central Michigan University, Mount Pleasant, MI

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

American Planning Association

Michigan Association of Planning

SELECTED EXPERIENCE

Burt Township Master Plan Update
Burt Township, MI

East Jordan Master Plan Update
East Jordan, MI

Filer Township Master Plan
Filer Charter Township, MI

Iron Mountain Master Plan
Iron Mountain, MI

Lake City Area Master Plan
Missaukee County, MI

Waterford Township Master Plan*
Waterford Township, MI

Emmet County Planning Services
Emmet County, MI

Filer Township Master Plan
Filer Charter Township, MI

Kenilworth Planning Services*
Kenilworth, IL

Little Traverse Township Planning Services
Emmet County, MI

New Buffalo Zoning Ordinance Rewrite*
New Buffalo, MI

New Buffalo Township Zoning Ordinance Update
New Buffalo Township, MI

Northbrook Zoning Ordinance Rewrite*
Northbrook, IL

Resort Township Zoning Administrator Services
Resort Township, MI

Waukesha Zoning Ordinance Rewrite*
Waukesha, WI

Willowbrook Unified Development Ordinance Rewrite*
Willowbrook, IL

**Work performed outside of Beckett & Raeder, Inc.*



Liz Gunden, AICP

Senior Associate, Planner - Graphics

Liz comes to Beckett & Raeder with a wealth of knowledge in urban and regional planning as well as a background in Graphic Design. She has a diverse skillset and is involved in many projects including, community master plans, park & recreation plans, zoning ordinances, community engagement strategies, downtown development plans, pattern books, data analysis, and report design. She also provides planning services, such as site plan review and analyzing zoning requests, all of which builds from Liz's previous experience of serving as a County Planner. Her combined planning and graphic design skills provide unique products that suitably serve their distinct communities.

EDUCATION

Master of Urban and Regional Planning, University of Michigan, Ann Arbor, MI

Bachelor of Arts, Art
Minors: Graphic Design & Spanish
Goshen College, Goshen, IN

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

American Planning Association
Michigan Association of Planning

TEACHING EXPERIENCE

Planning Representation & Communication
Adjunct Professor, University of Michigan

Architecture, Sustainability, & the City and U.S. Planning Institutions & Law
Graduate Student Instructor, University of Michigan

SELECTED EXPERIENCE

Sanilac County Master Plan
Sanilac County, MI

Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2024

City of Albion Comprehensive Plan
Albion, MI

Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2023

City of Warren Master Plan
Warren, MI

Daniel Burnham Award for a Comprehensive Plan – Michigan Association of Planning, 2021

City of Sturgis Master Plan
Sturgis, MI

Excellence Award in Community Outreach – Michigan Association of Planning, 2020

City of Dearborn Master Land Use Plan
Dearborn, MI - in progress

City of Dearborn Lonyo Neighborhood Plan
Dearborn, MI - in progress

City of Rochester Master Plan
Rochester, MI

Fremont Community Joint Comprehensive & Growth Management Plan
City of Fremont, MI
Dayton Township, MI
Sheridan Charter Township, MI

Leelanau Township Master Plan
Leelanau Township, MI - in progress

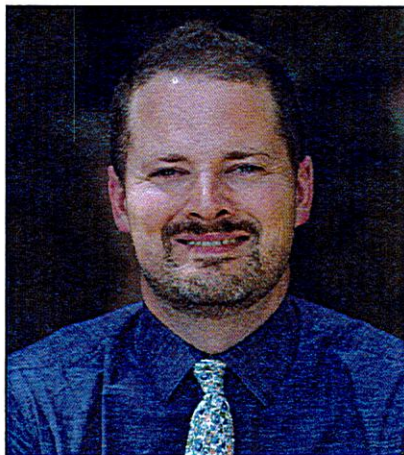
Negaunee Township Master Plan
Negaunee Township, MI

City of Traverse City Master Plan
Traverse City, MI

City of Marquette Master Plan
Marquette, MI

City of Novi Master Plan
City of Novi, MI - in progress

Charter Township of Emmett Master Plan
Charter Township of Emmett - in progress



Dan Power, AICP

Associate, Planner - GIS

Dan is a planning and geospatial professional with experience in municipal governance, management, zoning administration, GIS, and landscape architecture. His educational background includes a Bachelor of Science from Central Michigan University in Geography and Environmental Studies and a Master of Landscape Architecture from the University of Michigan. His certification from the American Institute of Certified Planners (AICP) reflects his professional experience, education, and hard work dedicated to understanding planning best practices and principles. He has led land use planning efforts and development review in two growing Michigan communities with over nine years of public sector experience. Dan thrives in making planning and development data publicly accessible through interactive maps and translating regulatory standards into approachable graphic examples and references.

EDUCATION

Master of Landscape Architecture,
University of Michigan, Ann Arbor,
MI

Bachelor of Science, Environmental
Studies (Policy) and Geography
(Land Use and Environmental
Analysis).

Minors: Biology and Sociology
Central Michigan University,
Mount Pleasant, MI

CERTIFICATIONS

American Institute of Certified
Planners

Michigan State University
Extension Land Policy Institute –
Zoning Administrator Certification

AFFILIATIONS

American Planning Association

Michigan Association of Planning

TEACHING EXPERIENCE

MAP Conference Mobile
Workshop: Under, Over, and All
Around – Tour Guide and Speaker
Coordination for mobile tour
of multimodal transportation
amenities in the Grand Rapids
Area

SELECTED EXPERIENCE

Van Buren Township Planning
and Zoning Administration
Services (Director of Planning
and Economic Development,
January 2020 - Present)* - In
Progress
Van Buren Township, MI

2024 Van Buren Township
Redevelopment Ready
Communities (RRC)
Certification (Staff Co-Lead
Contributor) – In Progress*
Van Buren Township, MI

2022 Sumpter Road Corridor
Plan (Staff Lead Contributor)*
Van Buren Township, MI

2020 Van Buren Township
Master Plan (Staff Co-Lead
Contributor)*
Van Buren Township, MI

City of Walker Planning
and Zoning Administration
Services (Staff Planner /
Zoning Administrator – April
2015 – October 2018, and
Planning Director – October
2018-December 2019)*
Van Buren Township, MI

2019 Subplan No. 5: Kloet and
Pannel Area Future Land Use
Plan (Staff Lead Contributor)*
Walker, MI

2016 Subplan No. 1 Future
Land Use Plan (Staff
Contributor)*
Walker, MI

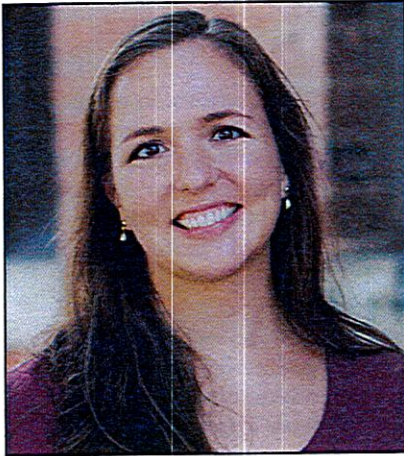
2015 City of Vassar Master
Plan (Consultant Lead
Contributor) *
Vassar, MI

2014 Village of Dundee Master
Plan (Consultant Contributor)*
Dundee, MI

2014-2018 Bay County Area
Recreation Master Plan
(Consultant Contributor)*
Bay City, MI

2014-2018 Saginaw County
Area Recreation Plan
(Consultant Contributor)*
Saginaw, MI

**Work performed outside of Beckett & Raeder*



Dana Gentry

Project Professional, Planner - Research + Plan Development

Dana is a project planner with a background in teaching, research, and public engagement. She is passionate about community-led planning processes that advocate for equitable community investments and facilitate access to high quality services, institutions, and amenities. For the four years prior to beginning her Master of Urban and Regional Planning at the University of Michigan, Dana taught middle school math in Jacksonville, FL and Memphis, TN. She is invested in reciprocal systems of support between schools and the communities they serve. Dana is experienced in community program evaluation, neighborhood planning, land banking and vacant land redevelopment projects, and mechanisms of recreation programming and funding.

EDUCATION

Master of Urban and Regional Planning, University of Michigan, Ann Arbor, MI

Bachelor of Arts in Geography and Public Policy, University of North Carolina, Chapel Hill, NC

AFFILIATIONS

Michigan Association of Planning

American Planning Association - Public Schools and Communities Division

TEACHING EXPERIENCE

Introduction to Urban & Environmental Planning;
Gender & the Law
Graduate Student Instructor,
University of Michigan

Middle School Math
Jacksonville, FL & Memphis, TN

SELECTED EXPERIENCE

City of Dearborn Master Land Use Plan & Subarea Plans
Dearborn, Michigan - in progress

City of Charlotte Master Plan
Charlotte, Michigan - in progress

Village of Elk Rapids Master Plan
Elk Rapids, Michigan

Ypsilanti Township Parks & Recreation Plan
Ypsilanti Township, Michigan

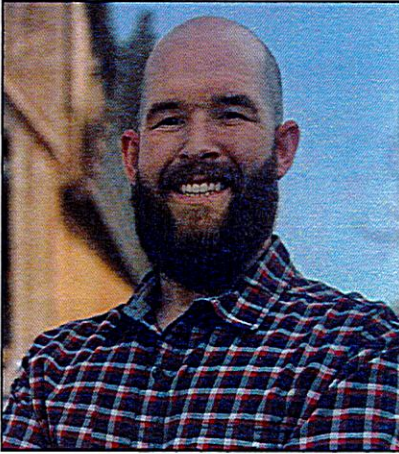
Racial Equity in Southeast Michigan Green Space Access*
Michigan Environmental Council
MURP Capstone Project

Public Engagement Fellow*
Office of the Vice President for Research
University of Michigan
Ann Arbor, MI

Global Information Engagement Fellow*
Heidelberg Project
Detroit, Michigan

Research Consultation Services*
Center for Community Progress
Flint, Michigan

**Work performed outside of Beckett & Raeder, Inc.*



Alex Wilkinson

Project Professional, Planner - Research + Plan Development

Alex is a planner with Beckett and Raeder, Inc. where he began as an intern before hiring on full-time. He is a recent graduate of the Masters of Urban and Regional Planning program at the University of Michigan where he focused on funding, resiliency, and economic development. Alex is a skilled communicator and excels in working with small communities. Prior to moving to Michigan to pursue his graduate education, Alex lived in Ohio where we worked in local government, housing development, and regional planning.

EDUCATION

Master of Urban and Regional Planning, University of Michigan, Ann Arbor, MI

Bachelor of Geography, Wright State University, Dayton, OH

CERTIFICATIONS

Geographic Information Systems Certificate

AFFILIATIONS

Michigan Association of Planning

SELECTED EXPERIENCE

City of Manton Master Plan Update – In progress
Manton, MI

City of Manton Parks & Recreation Plan – In progress
Manton, MI

Shiawassee River Recreational Water Trail Development Plan
Shiawassee County, MI

City of Holland Municipal Composting Program*
Holland, MI

**Work performed outside of Beckett & Raeder, Inc.*



Move at the speed of trust. Focus on critical connections more than critical mass – build the resilience by building the relationships.

- adrienne maree brown

ABOUT ELISE

Planner (AICP) with 12 years of experience designing and facilitating community listening and planning projects to inform and implement equitable, collaborative and actionable community outcomes.

CONTACT

www.placecraftmi.com
elise@placecraftmi.com
(231) 313-7116
414 E 8th St, Ste 201
Traverse City, MI 49686

EDUCATION

Western Michigan University

2011-2013
MA in Geography

Aquinas College

2007-2010
BA in Geography,
Sociology, Writing

STRENGTHS

Empathetic Listening
Relationship Building
Public Engagement
Human Centered Design
Project Management
Meeting Facilitation
Communications
Team Coordination

ABOUT PLACECRAFT

Placecraft is a Michigan-based community planning consultancy founded by Elise Loud in 2018. Our work is inspired by the experiences, hopes, and struggles of the people and places we serve. **We are clear-eyed about the role of place in determining personal outcomes.** We work diligently to listen for, plan for, and collaborate on equitable and grassroots place-based solutions that improve people's lived experience—and correct policies and programming that do not.

Our Work

- Facilitate community listening processes that foster a sense of belonging and respect for participants' lived experiences.
- Incorporate community feedback into meaningful reports and action plans with clearly delineated roles, timelines, and budgets.
- Coordinate plan and project implementation and lead teams to deliver collaborative and equitable outcomes.
- Provide planning and zoning technical assistance to support transparent and efficient land use decision making.

Current Consulting Highlights

- Working in the City of Dearborn, MI, to facilitate a culturally sensitive, multi-lingual, and community-informed listening process to support Plan Dearborn, the city's Comprehensive Land Use Plan.
- Working in the City of Grand Rapids, MI to design and facilitate neighborhood-scale and human-centered listening events to connect residents with developers proposing new projects in their neighborhood.
- Working in Benzie County, MI to facilitate a community survey and focus groups to inform Benzie Bus 'Health Rides' programming.

Community Involvement

- Director, Grand Traverse Regional Community Foundation
- Director, Grove Community Incubator
- Director, Friends of the Garden Theatre
- Advisor, Traverse City Community Design
- Member, TC Sings Community Choir

Dream Job

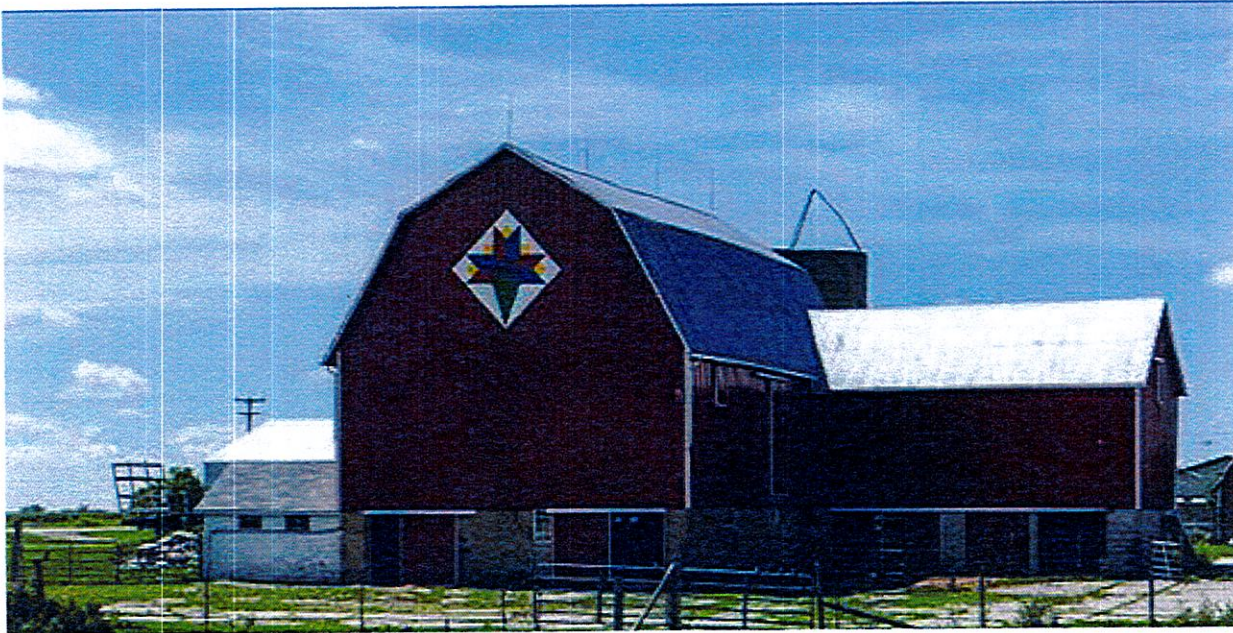
I'd love to support redesign of local government meeting venues to welcome, encourage, and dignify public participation. In the meantime, I get to practice human-centered design when creating and facilitating engagement events!

iv.
Similar Experience

Sanilac County Master Plan

Sanilac County, Michigan

2024 Outstanding Daniel Burnham Award for Comprehensive Master Plan



Beckett & Raeder was commissioned by the Sanilac County Planning Commission to prepare a broad-based, policy-oriented master plan for the county. Sanilac County is comprised of thirteen townships and six villages. The main focus of the county master plan was not to duplicate local efforts but to connect the local master plans together through common themes and action strategies.

Sanilac County is a large county consisting of 962 square miles. Not all communities in Sanilac County face the same challenges, have the same opportunities, or approach land use planning in the same way. Therefore, this Master Plan is a transect-based Master Plan. Transects allow for the Master Plan to elaborate on the unique land uses/communities within Sanilac County and provide the most relevant information. One of the first steps in the planning process was to evaluate each community master plan against 32 criteria to determine the degree of consistency between communities. A unique element of the plan was analyzing the Sanilac County based on five transects: Natural, Rural/Agriculture, Towns

and Villages, Small Cities, and Shoreline. Therefore, the Sanilac County Master Plan approaches land use discussions from a transect framework where common land use typologies (transects) are individually discussed. This method allowed jurisdictions within Sanilac County to identify the most relevant typologies rather than having to review large sections of the plan and attempt to identify the relevant information. In turn, each transect had a separate chapter in the master plan that discussed information pertinent to that category along with recommendations. For example, housing types and infrastructure needs are different between rural/agricultural areas, towns & villages, and small cities. Shoreline areas were evaluated for their resiliency to climate change and variable water levels. Lastly, because Sanilac County is an agricultural producer, the plan included an economic impact analysis on what the loss of agricultural production has on the county-wide GDP.

Kalamazoo County Master Plan

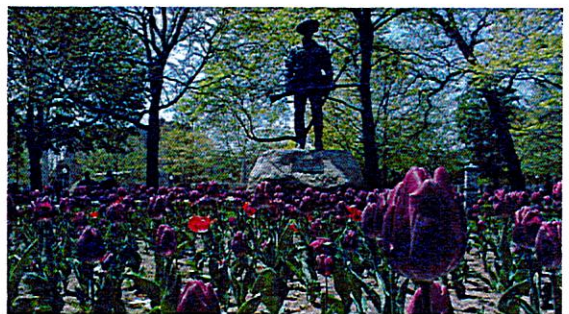
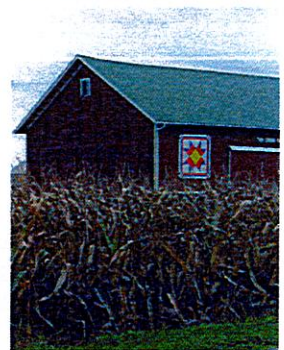
*Kalamazoo County, Michigan
2019 MAP Daniel Burnham Master Plan Award*

The Kalamazoo Metropolitan County Planning Commission (KMPC) has a delicate balance to maintain between supporting each individual community's local control and sovereignty—the County has waived many of its rights of review over the past decades—and offering resources, linkages, and an overarching framework that reflects the communities' interconnected roles. This balance was the defining feature of the KMPC's first master plan in almost a half century.

Two policy decisions helped shape the report to meet that goal. The first decision was to focus on the subject areas which would truly benefit from analysis at the County scale. These included land-focused activities which are much more closely aligned with physical features than political ones, such as agricultural production and preservation of sensitive lands. Growth and investment areas, which are comprised of diverse land uses and intensities connected by economic relationships, were also defined and described. By narrowing the scope in this deliberate way, the value of the plan to the County's constituent communities was emphasized.

The second decision was to derive the content of the plan's framework entirely from work done by the local Planning Commissions. The project team reviewed the most recent Master Plan from each community and summarized its goals and objectives. The team then visited every Planning Commission during its regularly scheduled meeting to introduce the County Master Plan project, and to request that the community review the summaries to ensure that they were correctly interpreted and still valid. This series of meetings demonstrated that the value of a planning process can sometimes approach the value of the product, as one Planning Commission after another expressed interest in, and surprise at, the services and relationships facilitated by the KMPC.

The final report offers an analytical comparison of the communities' demographics, displays a wealth of data from the County's extensive GIS library, assesses similarities and synergies among the communities' goals, and presents a comprehensive directory of resources available throughout the County.



i
interactive

Readmond Township Master Plan

Readmond Township, Michigan



Readmond Township, located in rural northern Michigan, is endowed with striking natural beauty, and extensive environmental resources including over five miles of Lake Michigan frontage, extensive forests, diverse wildlife habitat, steep slopes, wetlands, and farmland. The focus of this Master Plan was to thoroughly inventory its natural assets and identify any threats to their survival. Mapping and analysis of coastal hazards lent themselves to strategies that improve coastal resiliency under an uncertain climate.

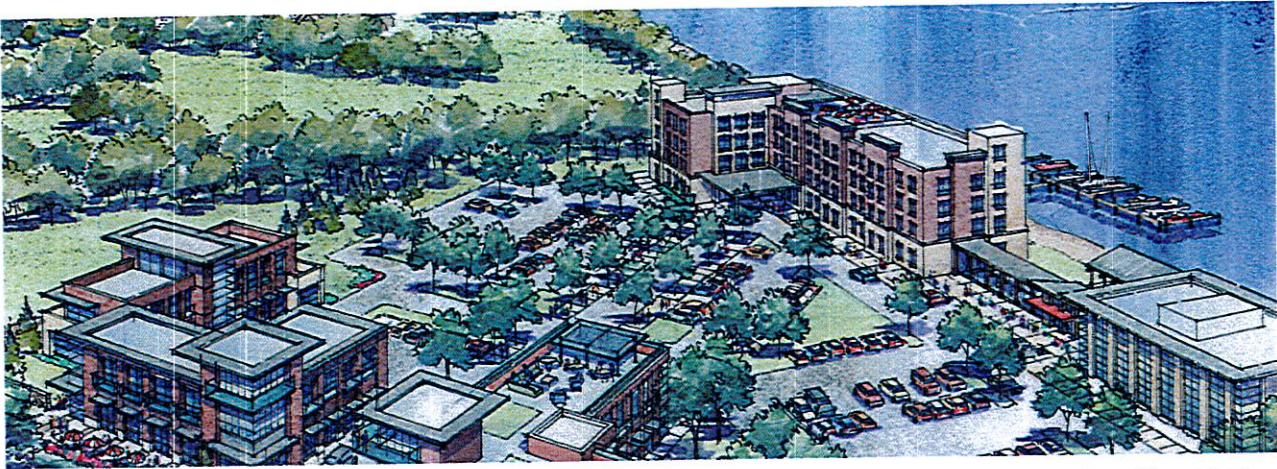
Growing demands for access to the Township's raw materials and its unique natural resource areas means the Master Plan must strike a balance between accommodating development pressure and protecting its beloved resources. The results of the community survey indicated residents want to maintain the Township's rural character and preserve natural resources yet allow for managed growth and access to the quality of life offered by its scenic surroundings. This called for an action plan that considers clustered and strategic development along with greater resources dedicated to natural preservation.



*Above Image: Cross Village beach sunset
Lower Image: fall colors*

v.

References



M-115 and M-55 Corridor Redevelopment | Cadillac, Michigan

CITY OF TRAVERSE CITY

400 Boardman Ave
Traverse City, MI 49684

Shawn Winter
Planning Director
231.922.4465
swinter@traversecitymi.gov

KALAMAZOO COUNTY

201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

Rachael Grover
Planning & Development Department Director
269.384.8112
ragrov@kalcounty.com

WEST TRAVERSE TOWNSHIP

8001 M-119, P.O. Box 528
Harbor Springs, MI 49740

Edward Murphy
Township Supervisor
Community Development
231.526.7361
supervisor@westtraversetownship.com



imagine

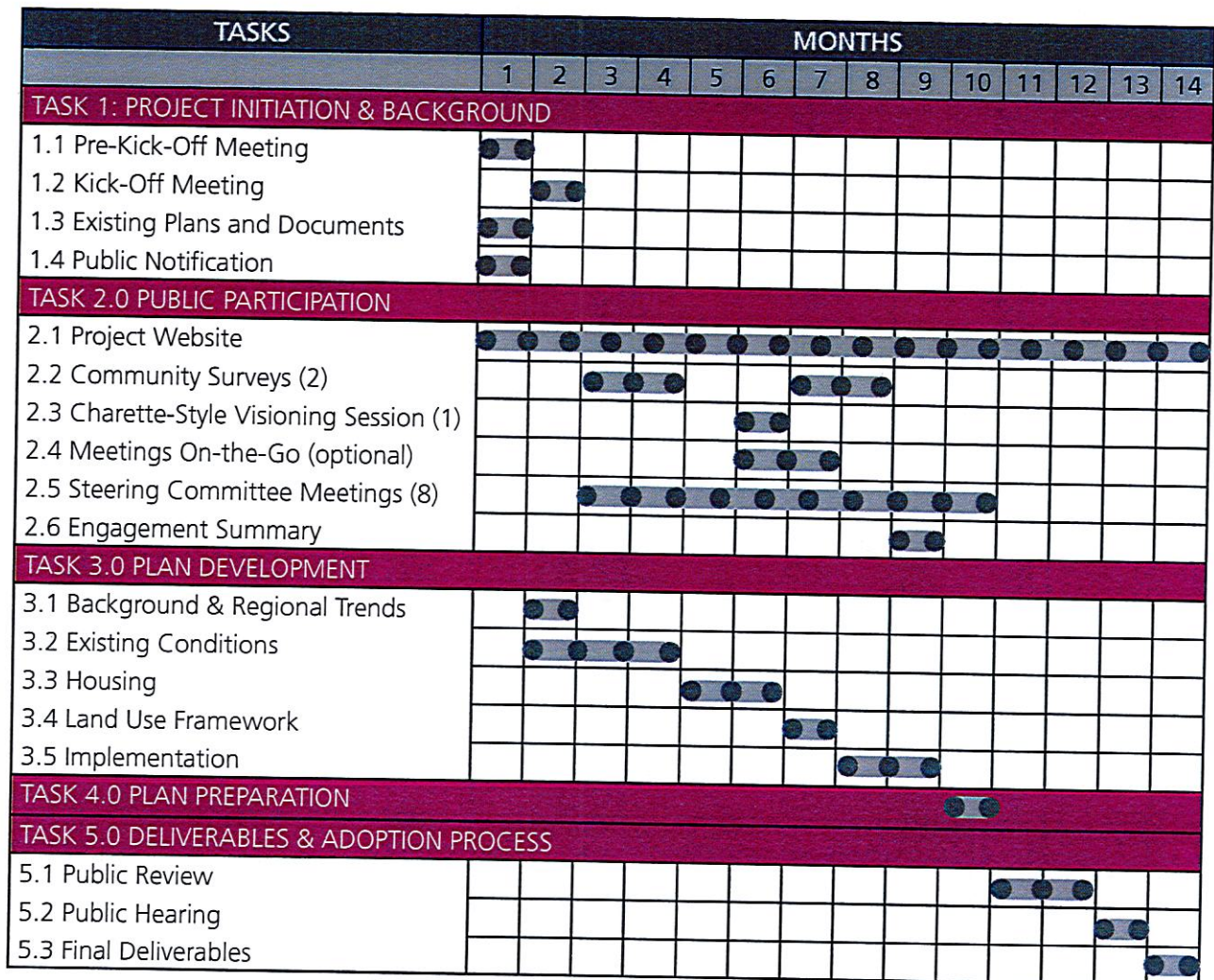
vi.

Compensation, Fees, & Schedule

Estimated Costs

Task	Expense	Hours	Fee
TASK 1.0 PROJECT INITIATION & ORGANIZATION	–	24	\$3,200
TASK 2.0 PUBLIC PARTICIPATION	\$5,500	257	\$29,965
TASK 3.0 PLAN DEVELOPMENT	–	152	\$18,580
TASK 4.0 PLAN PREPARATION	–	56	\$7,640
TASK 5.0 DELIVERABLES & ADOPTION PROCESS	\$200	34	\$4,780
Project Subtotals	\$5,700	523	\$64,165
PROJECT TOTAL		523	\$69,865
Optional In-Depth Housing Analysis			\$15,000
PROJECT TOTAL WITH OPTIONAL IN-DEPTH HOUSING ANALYSIS			\$84,865

Schedule



vii.

Conflict of Interest

Conflict of Interest



East Jordan Marina | City of East Jordan, Michigan

Beckett & Raeder, Inc. (BRI) works for multiple public sector townships in Emmet County, and BRI is currently contracted by Emmet County for planning services.



imagine

viii.

Required Items



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242		CONTACT NAME: Cyndi Armstrong PHONE (A/C, No, Ext): (517) 439-9345 FAX (A/C, No): (517) 439-5536 E-MAIL ADDRESS: camstrong@mooreinsuranceservices.com	
INSURED Beckett and Raeder, Inc. 535 West William Street Suite 101 Ann Arbor MI 48103		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL2473104608		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PSB0001668	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001303	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001408	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PSW0001523	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability w/ Pollution Incident			RDP0055480	08/01/2024	08/01/2025	Per Claim \$2,000,000 Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATIONAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: 

Print Name: Sara Kopriva

Title: Partner Date: 4/3/2025

Company Name: Beckett & Raeder, Inc.

Address: 148 E. Front Street | Suite 207
Traverse City, MI 49684

Contact Name: Sara Kopriva

Phone: 231.933.8400 Email: skopriva@bria2.com

MINORITY VENDOR CERTIFICATIONS


Please check all that apply:

The vendor represents that it ☐ IS ☒ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☒ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☒ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.


Authorized Agent Signature

4/3/2025
Date

Sara Kopriva
Authorized Agent Printed Name

How did you learn of this RFP?
(circle all that apply)

BidNet

County Website

County Employee

☒ Other planningmi.org

JOHN IACOANGELI, FAICP

Beckett & Raeder, Inc

Email: [Click here to email](#)

Address:

113 Howard Street
Petoskey, MI 49770-4612
United States



Page 1 of 1



SARA KOPRIVA, AICP

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Address:

147 E Front St
Ste 207
Traverse City, MI 49684-2508
United States

JENNIFER CRAM, AICP

Peninsula Township

Email: [Click here to email](#)

Address:

PO Box 164
Acme, MI 49610-0164
United States

RUBEN SHELL, AICP

Email: [Click here to email](#)

Address:

3083 N Elbridge Ave
Apt 2
Chicago, IL 60618-6982
United States

ELIZABETH GUNDEN, AICP

Beckett & Raeder, Inc

Email: [Click here to email](#)

Address:

535 West William St.
Suite 101
Ann Arbor, MI 48103-4978
United States



Page 1 of 1



DANIEL POWER, AICP

Van Buren Township Dept of Dev

Email: [Click here to email](#)

Address:

11404 Blackburn
Livonia, MI 48150-2864
United States



Thank You.

Sara Kopriva, AICP

231.933.8400 | skopriva@bria2.com

B R 
Beckett&Raeder



REQUEST FOR PROPOSALS

EMMET COUNTY MASTER PLAN CONSULTING SERVICES – PLANNING & ZONING

RFP # **EC-03-2025 #09**

ESTIMATED TIMELINE –

RFP Released	March 20, 2025
Deadline to Submit Written Questions	March 27, 2025 @ 3:00 PM EST
Response to Questions	April 1, 2025 @ 3:00 PM EST
Proposal Due Date & Public Bid Opening – BOC Conf. Room	April 10, 2025 @ 3:00 PM EST
Award Date Pending BOC Approval	May 5, 2025 (tentative)

*BOC = Board of Commissioners

N/A SITE VISIT – None

RFP PROCUREMENT CONTACT – Tammy Doernenburg, Planning & Zoning Director, 3434 Harbor-Petoskey Rd, Ste. E, Harbor Springs, MI 49740, tdoernenburg@emmetcounty.org

Emmet County is soliciting proposals from prospective vendors to provide the County with consulting services to re-write the Emmet County Master Plan.

A copy of this RFP and any subsequent addenda or communications may be obtained from the County's **RFP page** www.emmetcounty.org/rfp as well as on the BidNet Direct website at <https://www.bidnetdirect.com>.

A. PROJECT BACKGROUND

The Emmet County Master Plan was completely re-written in 2008 and updated in 2015 and 2020. Surveys were last conducted by Emmet County in 2019 and other organizations prior the 2020 Master Plan update. In 2024, Emmet County was awarded a Housing Readiness Incentive grant through MSHDA to update the Master Plan for years 2025-2030 with a specific planning focus on housing and housing affordability. With this priority and new funding source, the planning commission determined to undertake a full re-write of the Master Plan during the current revision process.

B. SCOPE OF WORK

The purpose of this request for proposal is to invite prospective vendors to submit a proposal to supply Emmet County with assistance to the Planning and Zoning Department on the re-write of the Emmet County Master Plan which will include a three day charrette, two community surveys, subarea plans focused on housing, updates to background information and demographics data, and revised goals and policies. The agreement is anticipated to be for the project, and the project must be completed by October 31, 2026.

The Vendor shall provide the following related to this particular RFP:

- A. A review and analysis of the existing Emmet County Master Plan 2021-2025, US Census data, the Housing Zoning Atlas, and other available surveys and assessments to identify updates and preliminary priorities for the following:
 - Areas of cultural and historical significance.
 - Areas of aesthetic or scenic significance.
 - Areas of natural significance.
 - Locally unique areas.
 - Road network, non-motorized transportation, and public transit.
 - Existing water and sewer utilities.
 - Housing inventory and readiness.
 - Existing land use.
- B. Graphic asset analysis of the County (not a comprehensive list) to be used in the charrette process.
- C. One (1) initial meeting with Emmet County staff to gather information about the current state of the County and available resources. Staff will provide a list of agencies that will be contacted as part of fact-finding about the County. The consultant should outline a procedural approach to identify and include participation of various individuals and groups both public and private in the master planning process.
- D. One (1) project kick-off meeting for Emmet County officials, Planning Commissioners, and staff. This workshop will introduce the master planning process, discuss strengths, weaknesses, opportunities, and threats, identify key planning priorities, and provide input on the community engagement component.
- E. Creation of a webpage to manage the overall process, keep the public informed, and provide staff with deliverables. The webpage will, at a minimum, document the following: meeting dates and times with links to agendas and minutes, links to the survey and the results when closed, vision documents from the charrette, draft goals and objectives, draft master plan, and the final draft master plan as presented to the Planning Commission for adoption. The webpage will also include the final master plan as signed by the chair of the Board of County Commissioners. A deliverable will be to work with our Planning and Zoning department to create this webpage as part of the County supported "Planning and Zoning" page that can be maintained by the County.

- F. Preparation and dissemination of two (2) community-wide online surveys (paper copies must be made available). The first survey will be completed prior to a community wide charrette. The second survey will be distributed and completed after the charrette. The survey will include an education piece of how the County interacts with the cities, villages, and townships. Survey questions must be time specific and include an assessment of housing needs, transportation options, possible new industrial parks, ranking of goal options, attitudes toward water and sewer expansion, possible sub-area plans, and other priorities as identified during the kick-off meeting. The survey will not be duplicative of already obtained Census data, and the housing needs assessments, and the work done by the Northern Lakes Economic Alliance (NLEA), Networks Northwest or other agencies. Consultant will be responsible for working with staff to obtain these previously completed surveys and assessments.
- G. A charrette style visioning session will take place over the course of three days which will include a Saturday. This charrette will include several "Mentimeter" (or similar) live surveys. This public participation should be synergized by the consultant into vision boards for the County. The vision boards will include a vision for the County, and at least three (3) sub-area plan visions. These vision boards should be presented to the community for a second round of public participation meetings and a follow-up survey. The Consultant may be expected to attend at least two (2) Planning Commission and one (1) County Board meetings to assist in the public participation process.
- H. Update background information and demographics data in various chapters and provide analysis coupled with GIS to show trends in the community. Update chapters on land use and zoning with text that directs the community on a vision established by public participation and survey results and Work with County GIS to include an updated Future Land Use Map (FLUM), and graphic analysis of three (3) sub-area plans. A deliverable product of this update will be a GIS shape file of the FLUM to integrate into the County GIS database.
- I. Integrate survey results into actionable five (5) year goals and objectives to be included in the update to the Emmet County 2025 Master Plan. The community has not identified where to plan for and incentivize housing. The consultant will prepare sub-area plans based on public participation vision and survey results. The updated document will include more actionable five (5) year goals and plans to reduce barriers to developers and entrepreneurs to develop housing supply. Additional actionable goals and objectives will be prepared based on individual chapter analysis, asset analysis, and the community vision.

Contract Term (if applicable): The term of the contract shall be for a period of NA from the date of award, with the option to renew for NA, which may be exercised at the discretion of Emmet County.

C. SUBMITTALS

The Vendor shall also provide the following as requested for all County RFPs:

- A. If applicable, provide continual or annual costs such as warranties or service contracts.
- B. Description of its invoicing process. Invoices should itemize the date of service, reason for the service, the amount, and the vendor Tax ID number.
- C. An opportunity for Emmet County to complete a final inspection before acceptance of the work/ product. The Vendor will arrange for the return of all damaged or miss-shipped items. There will be no restocking fee for the return of items damaged or shipped by the vendor in error. All items returned will be credited to invoice within 14 days of receipt.
- D. Available financing options and terms.
- E. If applicable, no less than three (3) days of training to ensure adequate education of all personnel at the expense of the company providing the equipment to Emmet County.

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Emmet County as necessary to gain such understanding. The County reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Emmet County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Emmet County.

All information provided by Emmet County in this RFP is offered in good faith. Individual items are subject to change at any time. Emmet County makes no certification that any item is without error. Emmet County is not responsible or liable for any use of the information or for any claims asserted there from.

The County intends to select a vendor in May 2025 but it is not obligated to do so.

D. EVALUATION CRITERIA

Submittals will be evaluated and ranked to determine the best value to the County based on the following criteria:

- A. Cost of the project.
- B. Qualifications and related experience of the firm and the key personnel providing the majority of services.
- C. Previous experience with planning projects aimed at housing readiness, affordability, and incentives.
- D. Quality of work and past performance of the firm.
- E. Additional value added services the firm can provide.

The purpose of this competitive RFP is to promote a fair, most efficient means to obtain the best value to Emmet County, i.e., the proposal offering the best value, which shall be assessed in accordance with the evaluation criteria set forth in this RFP. Proposals will be reviewed by an internal committee where quotes will be evaluated and ranked on a consensus basis. Proposing bidders may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee.

Emmet County reserves the right in its sole discretion to accept or reject any or all proposals, in whole or in part, without incurring any cost of liability whatsoever, and to waive informalities and minor irregularities in bids received. The County shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in any archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification. If the selected vendor and Emmet County are not able to finalize contract terms for the intended goods or services requested in this RFP, the County reserves the right to select another vendor to provide the goods or services.

E. REPRESENTATIONS AND CERTIFICATIONS

Full name and address of the business with a short description of the business.

Include a description of the following:

- A. Business organization
- B. Year established
- C. Federal ID number
- D. Michigan tax ID number, if applicable.
- E. The business' legal formation (e.g. corporation, sole proprietor, etc.)
- F. State of incorporation, if applicable.
- G. List the business' officers (up to three).

- H. List the location and address of the business' office in Michigan that will provide the services requested.
- I. Provide a list of business' primary services. Provide a list of similar projects completed by the firm.

F. REFERENCES

RFP reviewers may solicit references from some or all client contacts provided. Please include at least three (3) references.

G. COMPENSATION / FEES

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. The County is tax exempt for state and local taxes, personal property tax, and real property taxes. Prices shall not include taxes, unless the County is not tax-exempt for a specific service or deliverable. Exemption certificates for sales tax will be furnished upon request.

Costs for subcontractors are to be broken out separately.

H. CONFLICT OF INTEREST

Disclose any conflicts or perceived conflicts of interest. Vendor shall to the extent practicable, disclose to the County the identity of vendor employees and relatives of vendor employees who are employed by the County as well as the identity of County employees who are employed by vendor.

Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

I. COPIES OF THE FOLLOWING ITEMS:

- A. Comprehensive General Liability and Property Damage coverage. (see below requirements)
- B. Professional Liability (Errors and Omissions) coverage.
- C. Worker's Compensation coverage. (see below requirements)
- D. Automobile Liability (see below requirements)
- E. Any and all relevant license/registration numbers.

J. INSURANCE REQUIREMENTS AND BOND (as applicable)

The successful bidder shall have no right to or expectation of coverage under any insurance policies of the County. Further, the successful bidder must meet the following minimum insurance requirements and provide proof of coverage on a Certificate of Liability Insurance form submitted with proposal:

1. If selected, a Certificate of insurance naming Emmet County as a certificate holder must be provided prior to the County's execution of a contract and must bear evidence of all required terms and coverage and provide 30 days' notice of cancellation or material changes to the coverage.
2. Certificate of insurance must name as an additional insured Emmet County, its agents, officers, officials, employees as additional insureds, as their interest may appear.

3. The Contractor shall be responsible for insuring all its tools, equipment and materials, which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
4. General Liability Coverage:
 - a. \$500,000 Each Occurrence
 - b. \$500,000 Property Damage
 - c. \$5,000 Medical Expense
 - d. \$500,000 Personal & Advertising Injury
 - e. \$1,000,000 General Aggregate
 - f. \$1,000,000 Products & Completed Operations
5. Automobile Liability:
 - a. \$1,000,000 Combined Single Limit; or
 - b. \$1,000,000 Bodily Injury
 - c. \$500,000 Property Damage
6. Professional Liability (Errors and Omissions) Insurance:
[For contracts for professional services, e.g. Architect, Engineer, Doctors, Dentists, etc.]
 - a. \$1,000,000 Each Occurrence
 - b. If on a claim-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of Agreement.
7. Workman's Compensation insurance as required State statutory limits. If any proprietor, partner, executive, officer, member, or employee is excluded from worker's compensation or if the Workers Compensation policy is for certificate purpose only, it must be stated on the certificate.
8. Cancellation Notice:
Workers' Compensation Insurance, General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Emmet County Administrator.

If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Emmet County Administrator at least ten (10) days prior to the expiration date.

All insurance carriers must be licensed to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A-, unless otherwise approved by the County. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation, premiums, deductibles, or assessments of any form.

The County reserves the right to require a performance or payment bond for certain services.

K. LIABILITY AND INDEMNIFICATION

The selected vendor shall be liable for any injury or damage occurring on account of the performance of its work. The selected vendor shall be required to indemnify, defend, and hold the County harmless for all claims, incurred by or asserted against the County, its elected and appointed officials, employees, agents and volunteers, by and person or entity, which are alleged to have been caused from the acts or omissions of vendor or vendor's

employees. The County's right to indemnification is in excess and above any insurance required by the contract. The vendor shall have no right against the County for indemnification, contribution or subrogation.

L. AMERICANS WITH DISABILITIES ACT (ADA) AND SECTION 508 COMPLIANCE

Vendors shall warrant that end users will be able to access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. The website will conform, where relevant to Web Content Accessibility Guidelines (WACG) 2.0.

M. BACKGROUND CHECKS

Vendors that are selected to provide services that require access to law enforcement, Court facilities, Pellston Airport, and to other County locations after normal business hours, must undergo a background check by the Emmet County Sheriff's Department. The County reserves the right to require background checks of vendor employees for other sensitive services.

N. NON-DISCRIMINATION

Vendor, and its subcontractors, shall not discriminate against an employee or an applicant for employment, in hiring, any terms and conditions of employment or matters of employment for any reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state law.

O. DEBARMENT AND GRANT REQUIREMENTS

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits the bidder from participating in any procurement, the bidder must provide County with that information as part of their response. Failure to provide this information may result in disqualification of the response from consideration or termination of a purchase order or contract, if awarded.

To the extent that an awarded contract is funded in whole or in part by any federal or state grant, vendor will be required to comply with all applicable requirements in the grant.

P. TERMINATION OF CONTRACT:

When the vendor has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Emmet County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work. The County reserves the right to require termination of the contract for its convenience in the contract terms finalized with the selected vendor. If funds are not appropriated or otherwise made available to support continuation of performance, the County may terminate the agreement. Vendor shall be paid for work satisfactorily performed prior to termination.

Q. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

R. INSTRUCTIONS FOR FIRMS:

For your bid to qualify, you must submit three (3) hard copies in your SEALED BID

no later than 3:00 PM EST on April 10, 2025 to:

EMMET COUNTY FINANCE DEPARTMENT
ATTN: Priscilla Meyer, Administration Office
200 DIVISION STREET, SUITE G70
PETOSKEY, MI 49770

1. Response to this RFP MUST be clearly marked RFP# EC-03-2025 #09 -- EMMET COUNTY MASTER PLAN CONSULTING SERVICES – PLANNING & ZONING.
2. Questions shall be submitted in writing to Tammy Doernenburg at tdoernenburg@emmetcounty.org no later than 3:00 PM EST on March 27, 2025.
3. This RFP, any addendums, and any potential questions and answers will be posted on the Emmet County website at <https://www.emmetcounty.org/open-bids-rfps/>.
4. The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.
5. The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.
6. Emmet County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

No late submissions will be accepted.

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: _____

Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____ Email: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☐ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Authorized Agent Signature

Date

Authorized Agent Printed Name

How did you learn of this RFP?

(circle all that apply)

BidNet

County Website

County Employee

Other _____

EMMET COUNTY MASTER PLAN
2025 RE-WRITE RFP REVIEW

	McKenna		Beckett & Raeder	
EVALUATION CRITERIA	NOTES	SCORE	NOTES	SCORE
Cost of the project		4		5
• Lump Sum base cost	\$80,000		\$69,865	
• Option: In-Depth Housing Analysis	NA		\$15,000 (option to utilize services of Flywheel through BRI)	
• Meetings On-the-Go	NA		\$10,000 (option to add Meetings On-the-Go tool)	
Anticipated Total Project Cost	\$80,000		\$79,865	
Qualifications and related experience of the firm and the key personnel providing the majority of services.	<ul style="list-style-type: none">• Large planning firm with diverse services.• Some experience working with Emmet County, including former PZCR employee in senior planner role.• Primary contact is Emily Huhman. Experience lists assistant role for community engagement/survey activities and a background in case management in housing policy.	4	<ul style="list-style-type: none">• Large firm with multiple planning awards and recognitions.• Extensive experience providing planning and zoning services in Emmet County. John Iacoangeli is well-known in the area and is currently consulting on Bear Creek Township Master Plan update.• Primary Contact would be Ruben Shell who has consulted for Emmet County and Little Traverse, West Traverse, and Resort Townships.	5
Previous experience with planning projects aimed at housing readiness, affordability, and incentives.	<ul style="list-style-type: none">• Notes firm experience with sub-area planning but not necessarily housing specific.• Emily Huhman identified as having experience with housing policy, case management in housing subsidy programs, grant writing/administration of HUD and ARPA grants, and knowledge of low-income housing development and improvement programs.	4	<ul style="list-style-type: none">• Firm has consulted on Readmond and Bear Creek Township Master Plans which include housing components.• Firm has been directly involved in housing developments in rural areas of the region, including the City of Petoskey and Resort Township.• Familiarity with Housing North.	5
Quality of work and past performance of the firm.	<ul style="list-style-type: none">• Firm assisted EC with Master Plan public engagement and background studies for last update.• References—Holland Township, City of Walker, City of Hastings	4	<ul style="list-style-type: none">• Planning & Zoning staff are familiar with BRI staff and have observed high quality interactions and deliverables.• References—Kalamazoo County, West Traverse Twp, Traverse City	4
Additional value added services the firm can provide.	<ul style="list-style-type: none">• Detailed charrette plan with tools and activities.• Plans to include existing land-use survey and Framework map for intent to Preserve, Enhance, Develop, Redevelop.	4	<ul style="list-style-type: none">• Local staff is significant value added, allows for all in-person mtgs.• Recommendation to form a steering committee is highly desired. Proposal includes attendance at 8 in-person committee meetings.• Extensive experience with communities in Emmet County and access to planning/zoning data.• Firm produces exceptional visuals and renderings which could help the community visualize goals and subarea plans.	5
	TOTAL SCORE	20	TOTAL SCORE	24

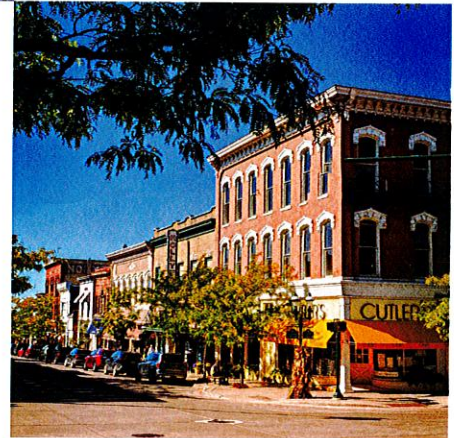
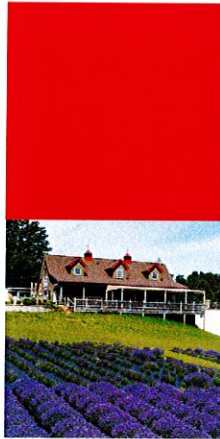
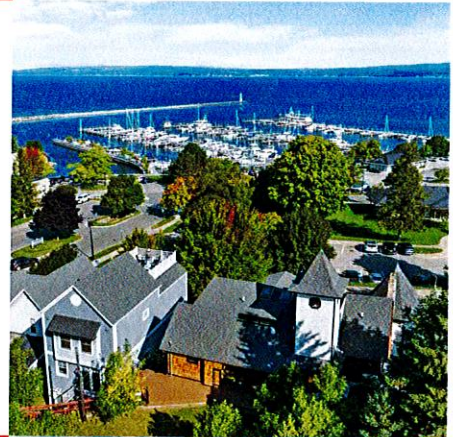
Rating Scale: 5 = Excellent | 4 = Very Good | 3 = Good | 2 = Fair | 1 = Poor

MCKENNA

PROPOSAL TO PREPARE

Master Plan Consulting Services - Planning & Zoning

EMMET COUNTY, MICHIGAN



APRIL 10, 2025

Communities for real life.



Emmet County Master Plan Rewrite

EMMET COUNTY, MICHIGAN



PREPARED APRIL 10, 2025 BY

MCKENNA

124 East Fulton Street
6th Floor, Suite B
Grand Rapids, MI 49503

O 616.226.6375

F 248.596.0930

E info@mcka.com

MCKA.COM

MCKENNA

Communities for real life.



MCKENNA

April 10, 2025

Tammy Doernenburg, Director
Planning & Zoning Department
Emmet County
3434 Harbor-Petoskey Road, Suite E
Harbor Springs, MI, 49740

Subject: Emmet County Master Plan Consulting Services – Planning & Zoning

Dear Ms. Doernenburg:

McKenna is pleased to submit our proposal to partner with Emmet County on its endeavor to rewrite its Master Plan. This important endeavor is an opportunity to gain valuable community input and establish thoughtful land use, housing attainability, coastal and weather resiliency, resource preservation, and transportation policy throughout the County. We are incredibly excited to work with the community, the County Planning Commission, and the County Board of Commissioners through this process. We believe you'll find our team to be the most qualified, most energetic, and most forward-thinking.

Emmet County is one of the most unique and picturesque places in Michigan, surrounded by Michigan's bounty of natural beauty with immediate access to Lake Michigan, its critical dunes, and its agricultural land and resources. With the abundance of surrounding assets, outdoor activities, scenic highways and views, and incredible natural resources, the County offers an incredible quality of life for residents and is poised to be a destination for travelers and tourists into the future.

Focus on New Housing Opportunities

McKenna is Michigan's leading planning and design firm and has decades of experience creating forward-thinking and innovative plans that lead to actionable change. We work with a variety of public agencies throughout Michigan and the Midwest to help provide land use policy guidance, housing supply, demand, and affordability analysis, engage with the public and leaders of communities, help write Master Plans, Zoning Ordinances, and other policy level guiding documents. We also assist with urban design, marketing, and disposition and are continuously implementing smart development principles for communities across the Midwest.

Emily Huhman will serve as Project Manager, leading our team and being responsible for oversight, strategic direction, and community outreach and will oversee all preparations of the Master Plan to ensure a high-quality final plan and community satisfaction. Emily will be assisted by a team of West Michigan-based specialists in housing, rural preservation, urban design, zoning, and GIS mapping.

We are prepared to leverage our skillsets through direct engagement with County Planning Commissioners, staff, residents, and stakeholders throughout the process by forming consensus and inspiring implementation. We propose to approach the planning process with a focus on implementation to create a custom zoning ordinance to maintain excellent land use decisions while introducing new opportunities.

GRAND RAPIDS
124 East Fulton Street
6th Floor, Suite B
Grand Rapids, Michigan 49503

O 616.226.6375
F 248.596.0930
MCKA.COM

Communities for real life.



Why Our Team?

Our team has the right kind of experience and a proven approach the County needs to help work through this challenging yet rewarding process. We know how to navigate complex processes in successful communities, learning what residents and stakeholders cherish about their communities and developing actionable plans that build upon these strengths and assets.

Together with the dedicated people, we will help you create a Master Plan that will benefit current and future generations for years to come.

Thank you for considering our team; we look forward to discussing our approach in greater detail during a project interview,

Respectfully submitted,

McKENNA

John Jackson, AICP
President

IRAN LINKED BUSINESS CLAUSE

The Respondent who is selected as Consultant shall certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

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CERTIFICATION

I hereby state that I have read, have become thoroughly familiar with, understand, and accept the terms and scope of work contained in the RFP. I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this RFP, which will become the basis for a binding contract if accepted by the Emmet County. I hereby state that this quote will remain valid for sixty (60) days from this certification date.

Signature: 

Print Name: John R. Jackson, AICP

Title: President Date: April 9, 2025

Company Name: McKenna

Address: 235 East Main Street, Suite 105
Northville, MI 48167

Contact Name: Emily Huhman

Phone: 248.596.0920 Email: ehuhman@mcka.com

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The vendor represents that it ☐ IS ☒ IS NOT a woman or women-owned business.

The vendor represents that it ☐ IS ☒ IS NOT a minority-owned business.

The vendor represents that it ☐ IS ☒ IS NOT a disadvantaged business enterprise.

The contractor represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.


Authorized Agent Signature

April 9, 2025

Date

John R. Jackson, AICP

Authorized Agent Printed Name

How did you learn of this RFP?

(circle all that apply)

BidNet

County Website

County Employee

Other _____

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Executive Summary



PROJECT TEAM

Our team brings diverse expertise to the Emmet County Master Plan update, from housing choice and attainability and charettes to urban design and comprehensive plan implementation strategies.

SCHEDULE

Completion within 15 months of contract execution with the Master Plan to be adopted no later than October 31, 2026, or as otherwise agreed upon with the County.

FEES

Lump Sum Fee: \$80,000

We can work with you to customize our proposed scope of work to eliminate, add, or modify elements, with our overall fee adjusted accordingly.

MEETINGS

Our team will prepare for and attend the following in-person meetings:

1. Project Kickoff Meeting with Emmet County officials, Planning Commissioners, staff, and stakeholders.
2. Three-Day Charette
3. Planning Commission Meeting: Public Hearing
4. County Board of Commissioners Meeting: Adoption

Additional in-person meetings requested by the Planning Commission or other County leaders shall be invoiced hourly, at the rates included in this proposal. The proposal also includes several virtual check-ins with County staff throughout the Master Planning Process.

Firm Profile



McKenna's office is in the Loraine Building near Veterans Park in Downtown Grand Rapids. Our work spaces reflect our commitment to our people, our communities, sustainable design, and the rich technological heritage of the Midwest.

Our primary professionals for the master plan will be based out of our Grand Rapids office. Emily Huhman, Assistant Planner, will be the primary contact, reachable at the email below and at ehuhman@mcka.com.

McKenna currently provides project services to more than 85 communities and private land investors in Michigan, Ohio, Kentucky, Indiana, and Illinois. Our Federal ID number is 38-2213606. Anticipating and responding to change is a major distinction of McKenna's practice. McKenna's innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of roughly 30 planners, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978. John R. Jackson is our current President, Treasury, Secretary, and Director.

HEADQUARTERS

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Work Program



A VISION BASED ON CONSENSUS

The overall vision for the Emmet County Master Plan Rewrite is to provide an informed policy guiding document that supports the housing needs of the 12 Townships in the County's jurisdiction while preserving key natural resources. This vision will be established through the results of the Strengths, Weaknesses, Opportunities, and Threats analysis completed with County Planning Commissioners, officials, staff, and stakeholders, the extensive community engagement activities through two community surveys and a three-day Charette, and in-depth research and analysis completed by the McKenna team. The Plan will be a rewrite of the existing Master Plan, update of important existing conditions based on trends since the adoption of the County's last Master Plan, will highlight the vision of residents, businesses, and stakeholders in communities in the County's jurisdiction, and establish an implementable roadmap for future opportunities within the County. The Rewrite will reformat the document to center user-friendliness, prioritize the current planning concerns the County is facing today, and will include actionable policies so that its goals can be achieved.

Scope of Work



We have designed the following scope of services for the development and implementation of the Emmet County Master Plan rewrite. Each of these options are described in further detail below.

Our work plan consists of seven steps:

Task 1 – Initial Kickoff Meetings

Task 2 – Evaluate and Analyze Key Priorities for the Rewrite

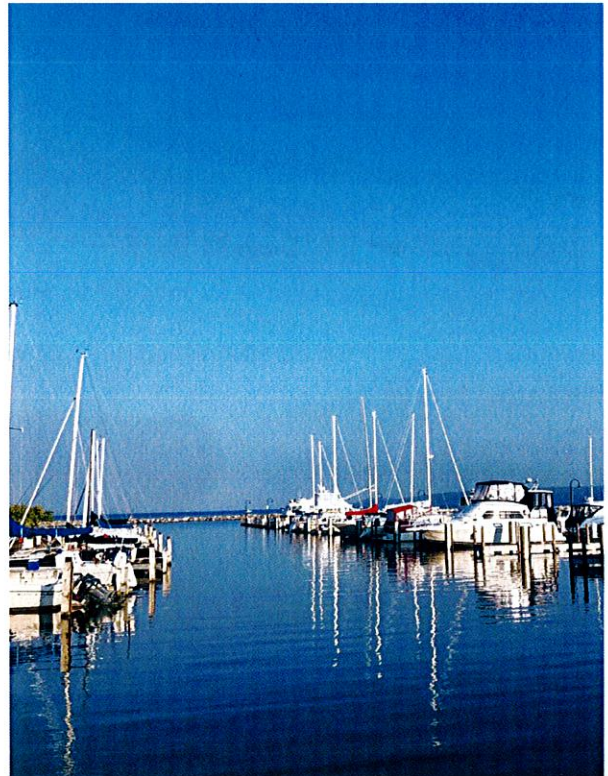
Task 3 – Public Participation and Community Outreach

Task 4 – A Roadmap for the Future

Task 5 – Sub-Area Housing Plans

Task 6 – Implementation Strategies

Task 7 – Adoption



TASK 1: INITIAL KICKOFF MEETINGS



McKenna will join Emmet County staff, stakeholders, County officials, and Planning Commission to kick-off the project in the following meetings:

1. **One (1) Initial Virtual Kick-off Meeting with Emmet County staff.** During this virtual meeting, we will gather information about existing conditions and concerns in the County to be considered in the Master Plan rewrite, identify stakeholders to be included in the second kickoff meeting and the community Charette, discuss the content of the first community survey, and finalize the project schedule.
2. **One (1) Project Kick-off Meeting with Emmet County officials, Planning Commissioners, staff, and stakeholders.** In this in-person meeting, McKenna will provide an overview of the Master Planning process, conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) exercise with attendees, discuss the community engagement process and Charette, and discuss key planning priorities for the Master Plan, including, but not limited to:
 - "Missing Middle" Housing
 - Workforce Housing
 - Water and Sewer Access
 - Farmland Preservation
 - Resiliency in Severe Weather Events
 - Coastal Resilience
 - Agri-Tourism and Agri-Businesses
 - Additional Economic Development Opportunities
 - Broadband
 - Solar and Wind Energy
 - Battery Storage
 - Transportation

TASK 2: EVALUATE AND ANALYZE KEY PRIORITIES FOR THE REWRITE



Goals for this task will include:

1. Identify demographic trends that may affect the goals, objectives, and strategies within the Master Plan.
2. Identify opportunities for housing readiness.
3. Discuss strategies to preserve areas of cultural, historical, or natural significance.
4. Discuss strategies to protect and prepare the County for instances of extreme weather events.
5. Analyze existing water and sewer capacity, specifically in connection with the feasibility of increasing housing supply in appropriate areas.
6. Analyze the existing road and transportation network to identify potential gaps and improvements.
7. Update existing land use.
8. Identify areas to re-organize the document to make it more user-friendly.

Analysis of the 2021-2025 Master Plan and Existing Township Master Plans

McKenna will analyze the Emmet County 2021-2025 Master Plan and have discussions with County staff to identify which implementation and action plan items have been addressed by the County since the 2021-2025 Master Plan update, where additional chapters and content should be added, and chapters where new best practices in planning will be incorporated.

McKenna will also conduct a review of the Future Land Use plans in the Master Plans of communities throughout the County so that the County's updated Future Land Use plan aligns with those of these communities.

Existing Conditions and Demographic Analysis

McKenna will update data relating to existing conditions and demographics using data sources that include, but are not limited to:

- U.S. Census Decennial Census and American Community Survey
- Michigan Zoning Atlas
- Emmet County GIS Department
- Networks Northwest
- Michigan Department of Transportation
- U.S. Centers for Disease Control's Environmental Justice Index

The data gathered from this task will provide information on the key planning priorities identified during the in-person kickoff meeting and SWOT analysis with Emmet County officials, Planning Commissioners, staff, and stakeholders.

The visual presentation of data within the Master Plan Rewrite will be graphically "rich" to demonstrate the demographics and existing conditions. We recommend moving the demographic section to an appendix at the back of the document so that the most pertinent information is at the front.

Existing Land Use

An existing land use survey will be conducted. The team will use the County's GIS data on existing conditions and cross-reference this data with aerial photographs to provide an accurate map of existing land uses in the County.

Housing Analysis.

McKenna will review and analyze Housing North's 2023 Housing Needs Assessment, the Northern Lakes Economic Alliance 2025-2027 Strategic Plan, and other relevant plans and assessments that the County provides to identify priority areas for housing so that the Master Plan rewrite can address these findings in the three sub-area housing plans and the goals, objectives, and strategies.

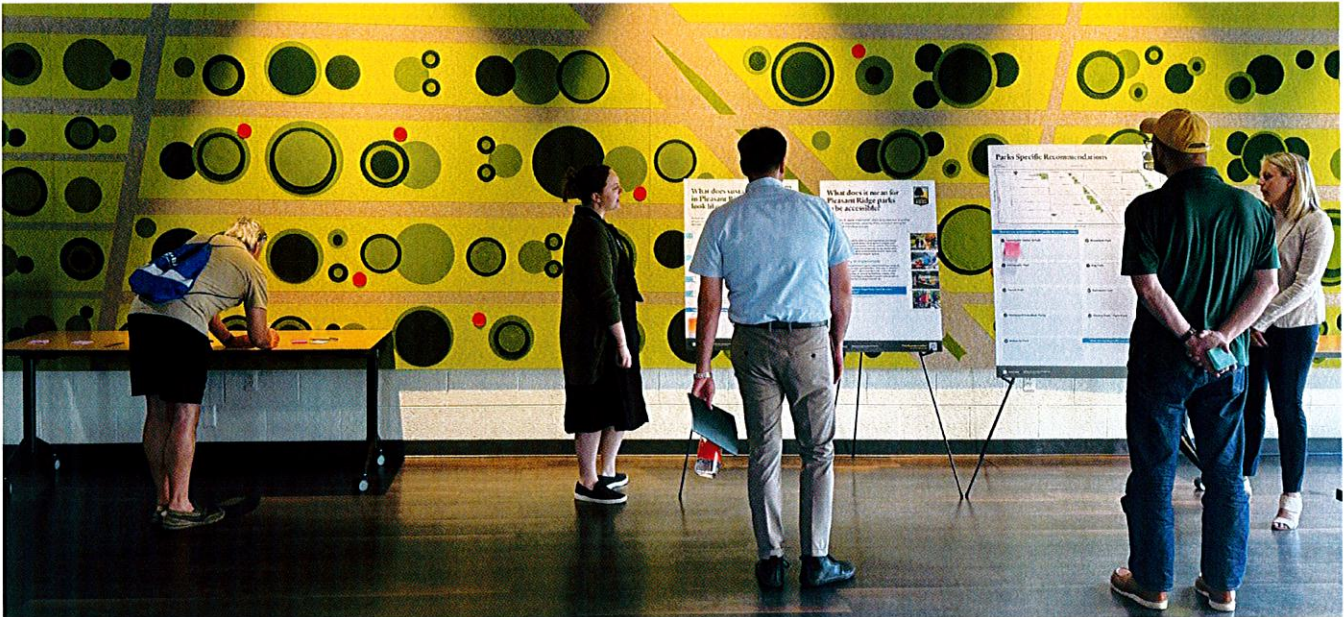
Deliverable

The information gathered from this Task and from the SWOT analysis with Emmet County officials, Planning Commissioners, staff, and stakeholders will be presented in a visual graphic asset analysis within the Plan, and will include maps, graphs, and informative graphics developed by our talented graphics team to clearly identify the planning strengths and challenges Emmet County will address with this Master Plan Rewrite. This information will also be presented at the three-day Charette to provide items and activities for discussion for attendees.



Sample of existing conditions and community snapshot analysis.

TASK 3: PUBLIC PARTICIPATION AND COMMUNITY OUTREACH



Project Webpage

A project webpage provides a singular landing place for residents, stakeholders, and staff to stay informed about the Master Plan rewrite and provide feedback. This project webpage will be developed so that Emmet County can host the webpage on its website during the project and once the project is complete. McKenna will develop a project webpage that will include the following elements:

1. Educational text on what a Master Plan is and an overview of the Master Planning process.
2. A timeline showing the Master Planning process from start to finish, including meeting and charrette dates and times, the timeline for the community surveys, the Master Plan drafting process, and the adoption process.
3. Link to the community surveys.
4. Presentation of the survey results once the surveys are closed.
5. Vision documents from the charrette.
6. Draft goals and objectives developed through the community engagement and data analysis process.
7. A draft of the Master Plan for public hearing.
8. A comment form to take in public comments during the 63-day comment period.
9. The final draft of the Master Plan as presented to the Planning Commission for adoption.



Project website for the City of Grayling Master Plan

Community-Wide Online Surveys

Surveys offer a “non-meeting” opportunity for residents to share their thoughts. McKenna will create an easy-to-use online survey instrument, designed to elicit a wide sampling of community input on issues, in a manner that permits residents to feel involved in the process without investing too much time. We will work with community stakeholders to inform the public when the survey goes live. Hard copies of the survey can be prepared for the County to make available at public places for pick-up to those members of the public who are more comfortable with a non-computer-based survey. These public places may include township halls, local schools, libraries, and other public facilities the County desires.

The two surveys will contain the following:

1. **Pre-Charette Survey – Community Visioning.** The first survey will focus on gathering input from the community on broad planning priorities that will be discussed in the Master Plan. Topics that may be included in the pre-charette survey include priority locations for housing, which will help identify the three sub-area housing locations, housing types, such as Missing Middle housing and multifamily, the expansion of water and sewer services, and economic development priorities, among other topics. The survey will also provide information on the County’s planning relationship with the cities, villages, and townships. This survey will provide insight on where more housing density may be appropriate, as well as the public service, economic development, and transportation goals of County residents, business owners, and stakeholders. We will work with County staff to develop the survey and host it on the project webpage in the kickoff stage of the project with the awareness that it should be available to the public for at least two (2) months prior to the Charette to give residents, business owners, and stakeholders an adequate opportunity to provide feedback on these topics.
2. **Post-Charette Survey – Charette Takeaways and Sub-Area Housing Plan Feedback.** McKenna will release a survey after the three-day Charette, which is discussed in detail in the following section. The content of the post-Charette survey will ask for further community feedback on the takeaways gained from the Charette, including the three sub-area plans that will be worked on during the Charette in collaboration with the community and stakeholders. This survey will be open for at least two (2) months after the Charette.

Online Engagement Results

The residents of Pleasant Ridge are passionate about their city, parks, and neighborhood. As part of community engagement efforts, an online survey and online comment map were made available. These online engagement opportunities garnered 237 survey responses and 23 page-based comments.

Survey Key Results

Overall Satisfaction

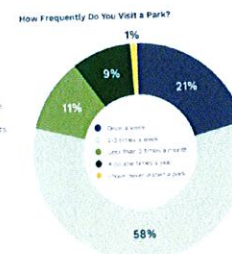
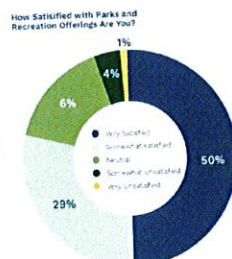
Most respondents were satisfied or very satisfied with Pleasant Ridge’s parks. In fact, only 6% responded that they were unhappy with the City’s parks, as shown in the chart below. The satisfaction with current parks and recreation offerings is also reflected in the top recommendation for each park and recreation facility as detailed in the table below. Respondents indicated contentment with four of the nine park facilities.

Top Recommendations for Parks

PARK	TOP RECOMMENDATION
Gainsboro Park	Additional native flower gardens
Pleasant Ridge Dog Park	Nothing, content with the current state of the park
Woodward Greenbelt	Pathway lighting
Memorial Park	Nothing, content with the current state of the park
Stevenson Park	Nothing, content with the current state of the park
Community Center	Nothing, content with the current state of the park
Community Center Park	Permanent yard games (bocchis, chess, shuffleboard, etc.)
Community Center Pool	Additional shade
Hessel Park	Additional native flower gardens

Heavily Utilized Parks

Respondents also indicated that they visit Pleasant Ridge Park on a regular basis. 58% of respondents indicated they visit a park 2-4 times a week and 21% of respondents indicated they visit a park once a week.



Sustainability and Inclusivity

Beyond park-based recommendations, Pleasant Ridge residents offered key ideas around accessibility, inclusivity, and sustainability with a focus on identifying new opportunities for community building as well as improving the functionality of existing facilities. These key ideas are captured in the table below.

Facility Improvements

CATEGORY	IMPROVEMENT
Community Building	Regularly scheduled community gatherings Family-friendly activities (e.g. food trucks) Displays of local art, flags and other meaningful symbols
Diverse recreational offerings	Expanded game activities like bocchis, pool tables Permanent yard games A running track
Enhanced Facilities and Amenities	More garbage receptacles and pet waste stations Operational water fountains, water bottle filling stations Additional benches and picnic tables
Environmental Sustainability	Limited development Water bottle filling stations Native plantings and pollinator gardens
Safety and Accessibility Enhancements	Improved pathway lighting Mitigated noise from highways Timely snow removal in pathways/driveways Bicycle signage and bicycle paths Handicap accessible tables, seating, and play areas

Comment Map: Key Results

- **Hessel Park:** Hessel Park was identified as an area needing improvements, such as a tennis or pickleball court.
- **Gainsboro Park:** Respondents identified Gainsboro Park as needing more accessible features such as seating, shade, and park communal tables, such as a light table to identify how to report concerns. Additionally, concerns were raised regarding the tennis court lighting and court facilities. Respondents also expressed a desire to diversify the recreation offerings at this park.
- **Dog Park:** The dog park is a well-utilized facility in Pleasant Ridge. Respondents noted that they want the fence along the fence re-installed. Additionally, residents want a designated and paved entrance to the dog park.



Survey results for Pleasant Ridge

Three-Day Charette

A *Charrette* is a design workshop that requires not only extensive preparation but also expert execution. Effective Charrette facilitators must possess a varied set of skills ranging from the ability to facilitate challenging public meetings, to managing talented design teams, to orchestrating content production.

Our dynamic, interactive, and design-driven Charrette process provides appropriate training and orientation, delivers energizing workshop sessions, and crystallizes concepts. Through the Charrette process, our facilitators introduce new ideas, but more importantly, they bring forth and clarify the shared needs, values, interests, knowledge, and passions of the community.

The term Charrette can be a generic term referring to a workshop of any duration and structure. In this proposal we refer solely to the time-tested National Charrette Institute (NCI) Charrette model. NCI is the national best standard for structuring a community design and input process. For decades this process has successfully translated development programs into mutually agreed upon viable outcomes. The "secret sauce" of the NCI process provides a minimum of three feedback loops to arrive at a critical decision quickly and efficiently, and to provide multiple opportunities for course correction. While NCI typically last four days, McKenna adapt this charrette format and host a three-day charrette that includes a Saturday.

Well in advance of the Charrette, the consultant team will prepare a detailed Charrette schedule, detailing the timing and level of involvement of the Emmet County community, elected officials, key stakeholders, technical advisors and the County staff. McKenna will host the following meeting with County staff the month prior to the Charette:

1. **Charette Planning Meeting with County Staff (Virtual).** McKenna will have a virtual meeting with County staff to go over the proposed Charette activities and materials and gather staff feedback.

The Charrette will end with one of the four community workshops. During the Charette, the McKenna team will draft urban design plans for three (3) sub-areas identified by the first community survey, and present these in real time to different stakeholders and interest groups over the three days. The plans will be revised in real-time during the charrette and by the end of the three days, more concrete plans for the three sub-areas should rise to the forefront for review at the community workshop on the final day. If possible, the team would like to hold the charrette in a storefront or assembly space in an easily accessible public space (like a library, religious institution, or high school) that is centrally located in the County. This Charette will include a Saturday to ensure many community members and stakeholders can attend. The Charette will promote the project, welcome drop-in visitors, and put the work on display.

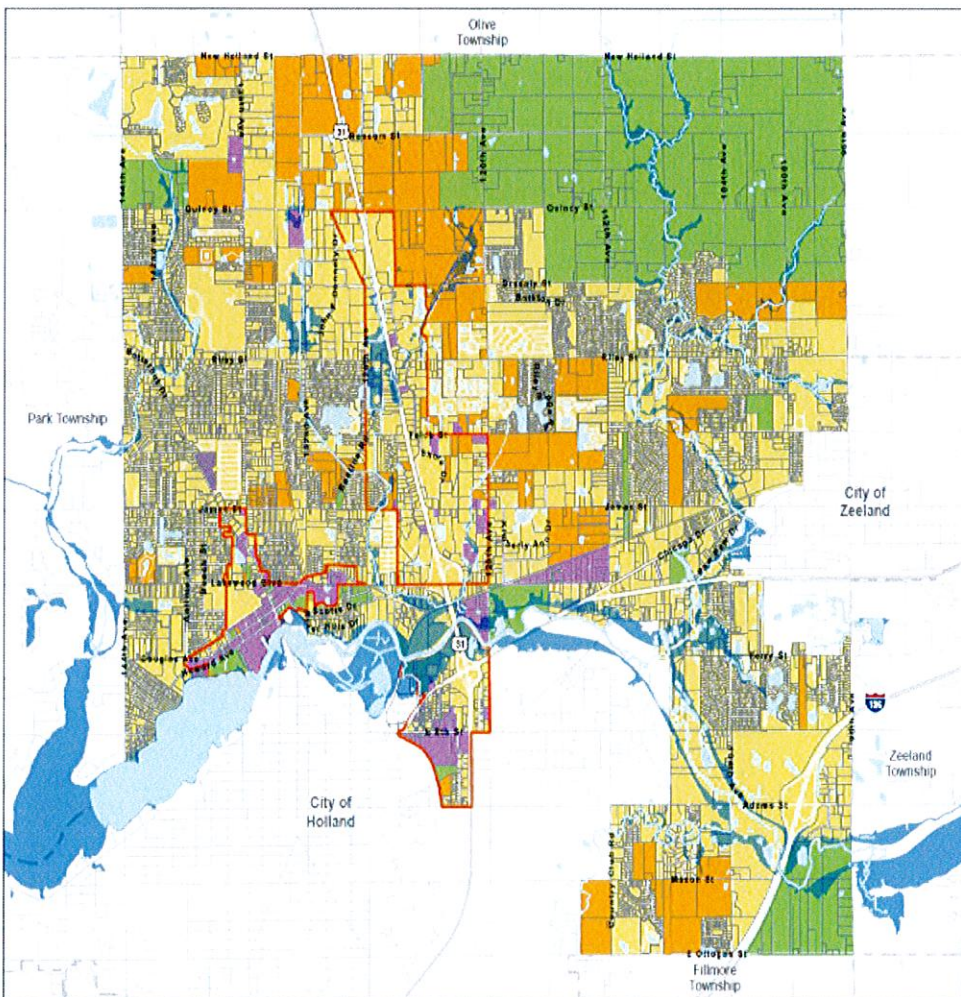
The Team will lead:

- Educational sessions on technical topics to overcome barriers to implementation and adoption.
- Prioritization exercises to promote low-level-of-effort initiatives with high rewards first.
- Storytelling summaries to highlight positive outcomes that promote future involvement.
- Conversations regarding incentives for successful implementation and outcomes that exceed expectations.

Virtual Engagement Options include webinars, surveys, and websites. Tools like Social Pinpoint and Mentimeter can be used to facilitate online and in-person collaboration.

Specific tools and activities that the team will use or will discuss further with the County during the planning of the charette include:

1. **Mentimeter.** Mentimeter is a tool that allows charette attendees to provide real-time feedback during presentations. This tool will be used during educational sessions on technical topics on pressing issues for the County, including housing supply and affordability, water and sewer access, coastal resiliency, economic development, transportation, and other important topics to gain community insight and knowledge.
2. **Preserve/Enhance/Grow.** The "Preserve/Enhance/Grow" framework gives attendees the opportunity to consider which areas of the County should be preserved as they are, which areas should stay the same in use, but could be enhanced in minor ways, like implementing strategies to support vehicular and pedestrian safety. The "Grow" category is used to identify areas that would appropriate for denser housing development and increased commercial and mixed-use activity. This activity will also help test the initial housing sub-areas identified in the first community survey to identify the three most appropriate sub-areas for increased housing development and density. The results of this activity can also be displayed in the Master Plan as a map in the plan.
3. **Sub-Area Plan Urban Design Activities.** Once the sub-areas are finalized in the "Preserve/Enhance/Grow" activity, McKenna will lead a live design workshop to draft initial urban design renderings for the three housing sub-area plans. Through this activity, we will gather community feedback on the mix of housing types that may be appropriate, the inclusion of open space and amenities, and connection of these future neighborhoods to the greater community. Charette attendees will have a live design workshop with the urban designer to provide feedback and ideas on improving these initial designs to fit the community context while supporting housing access, attainability, diversity, and access to amenities.



The "Township Framework" prepared for the Holland Charter Township Master Plan. The framework created a clear line between the portion of the township planned for growth and the portion of the township planned for rural preservation, which was a key aspect of the future land use plan.

LEGEND

- Preserve
- Enhance
- Develop
- Redevelop
- Subarea Boundaries
- FEMA 100 Year Floodplain
- Rivers, Lakes, Streams, Drains
- Other Municipal Boundaries

TASK 4: A ROADMAP FOR THE FUTURE

Goals, Objectives, and Strategies

McKenna understands that the County desires concrete goals, objectives, and strategies that are deliverable and addresses the County's planning needs. We will document any goals and objectives from the 2021-2025 Master Plan based on analysis and discussion with County staff and the Planning Commission on which goals have already been completed by the County or are no longer relevant to the County's needs. McKenna will then draft new goals, objectives, and strategies based upon the results of the Charette and surveys, existing conditions analysis, and other input received. This will lead to an actionable, tailored implementation matrix that is specific for the next five years.

Goals are general in nature and – as they relate to planning – are statements of ideals the County will strive to achieve. **Objectives** are more specific policies and are intended to present a means to attain established goals. **Strategies** are approaches used to achieve objectives. Each objective may include three to eight strategies, depending on how complicated the objectives are. Strategies should be **actionable and measurable** and explain how you will accomplish the objective and why you are taking that approach. The goals, objectives, and strategies will be separated into categories (i.e., residential development, commercial development, economic development, community safety, etc.), and prioritized in terms of how they will contribute to the realization, continual evaluation, and support for subsequent plan policies. To ensure that implementation is a main priority for this Master Plan rewrite, this chapter will be placed towards the front of the document.

Future Land Use Plan

The Emmet County Master Plan rewrite will identify both desired future land uses and recommended characteristics for the various areas of the County. The Plan will make recommendations beyond land use, as its intent is to create or preserve community character and quality of place. The quality of the built environment, the quality of public spaces and open spaces, the preservation of natural resources, the recommendations from the previous Future Land Use Plan, and the mixture of land uses are some aspects that define community character.

McKenna will utilize the efforts completed in Task 2 to inform the Future Land Use Plan to ensure that the Future Land Use Plan addresses existing conditions and planning issues and aligns with the efforts that communities outside of the County's jurisdiction are undergoing in their Master Planning processes.

The plan and map will identify recommendations on the following:

- a) Land use (residential at a variety of densities, commercial and industrial uses at a variety of intensities, open spaces, etc.)
- b) Natural Features (coastal resilience, sand dunes, floodplains, water resources, wetlands)
- c) Transportation
- d) Overlay districts for special planning areas and County borders.

TASK 5: SUB-AREA HOUSING PLANS

Once the three housing sub-areas are identified through the first community survey and the Charette and preliminary priorities for the types of housing and amenities are determined, we will identify and create one (1) conceptual redevelopment rendering for each site to showcase the County's desired housing growth.

McKenna will have the following meetings with County staff to receive feedback on each draft of these sub-area housing plans:

1. **Survey and Charette Results and Preliminary Future Land Use and Subarea Housing Plan Discussion with County Staff (Virtual).** During this meeting, McKenna will provide a memorandum detailing survey results and key takeaways from the community surveys and the Charette. We will also have final discussions on the preferred housing types, density, and amenities within each sub-area housing plan.
2. **Goals, Objectives, and Strategies, Future Land Use and Sub-area Housing Plan Feedback and Discussion with County staff (Virtual).** This meeting will discuss the initial goals, objectives, and strategies, future land use recommendations, and first drafts of the sub-area housing plans with County staff.
3. **Final Goals, Objectives, and Strategies, Future Land Use and Sub-area Housing Subarea Housing Plan Feedback and Discussion with County staff (Virtual).** Prior to this meeting, McKenna will incorporate the feedback from the previous meeting on goals, objectives, and strategies, future land use recommendations, and the sub-area housing plans. At this meeting, County staff will be able to provide final feedback on these topics.

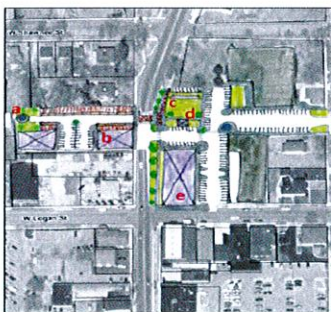


Urban design renderings allow the community to visualize the future of key sites in the Community. (Holland Township, Ottawa County)

Deliverables

McKenna understands the importance of ensuring these three housing sub-area plans are not just ideas or renderings – they need to be implementable for the Township. The three sub-area plans will include:

- Detailed renderings that visualize the types of housing and amenities for each site.
- Unit counts showing how many people could be served at each site.
- The current Zoning District and how it applies to the sub-area, the suggested future land use for each site, and potential Zoning Ordinance text and map amendments that may be necessary to develop these sites as recommended in the sub-area plan.
- Strategies the County could consider to encourage developers to build these sites as recommended in the sub-area plans, such as density or height bonuses.



Scenario 1: High Density



Scenario 2: Medium Density



Scenario 3: Low Density

Our team integrates future land use planning with key transportation principles, resulting in high-impact strategies for future corridor development (Tecumseh, Michigan density study by McKenna).

TASK 6: IMPLEMENTATION STRATEGIES

The Emmet County Master Plan rewrite will be focused on implementation. An Implementation Roadmap will be crafted to provide a concise list of implementation-ready projects and strategies that the County should pursue in order to fulfill the vision presented and the goals and objectives stated in the Plan. This portion of the Plan will include the following two elements:

1. **Implementation Matrix.** A matrix that includes specific recommendations, priorities, capital expenditures, programs, and actions will be provided.

The matrix will identify:

- a) Each project
 - b) Its importance
 - c) A timeframe for completing the project.
 - d) The person, body, or organization responsible for overseeing the project.
 - e) Funding opportunities for the project
2. **Zoning Plan.** Consistent with the requirements of the Michigan Planning Enabling Act, PA 33 of 2008, McKenna will create an updated zoning plan to support the recommendations in the three sub-area plans. The Zoning Plan will include a description of what zoning ordinance amendments may be necessary to achieve the vision of the three sub-area plans, where new zoning districts will be required, overlay district locations, and other recommended zoning techniques to implement the new Emmet County Master Plan.

LAND USE AREA	CORRESPONDING ZONING DISTRICTS
RESIDENTIAL	
Residential Reserve	ARG
Suburban Single Family	R-1
Traditional Single Family	R-2
Multiple Family Residential	RM-1
Manufactured Housing	MHP
COMMERCIAL	
Neighborhood Commercial	BUS
Regional Commercial	BUS
INDUSTRIAL	
Light Industrial	IND
Industrial Park	IND

Example of Zoning Plan relating future land use districts to corresponding zoning districts

TASK 7: ADOPTION

McKenna will assist the County with the adoption of the new Master Plan as follows:

Distribution of Draft Plan

McKenna will prepare the draft Master Plan, including all elements described above and present it for review by the Planning Commission and the Emmet County Board of Commissioners. Based on the input and direction received, we will revise the draft and submit it to the Planning Commission for recommendation to the County Board of Commissioners for dissemination as required by the Michigan Planning Enabling Act (MPEA). An electronic copy of the draft plan will be provided for the County to use for dissemination to the required entities for review and comment during the required 63-day comment period.

Final Review, Planning Commission Public Hearing, and Adoption

Upon conclusion of the MPEA-required draft review and comment period for noticed entities, McKenna will review all comments received and, if deemed necessary, make modifications to the draft. McKenna will attend the Planning Commission public hearing to explain the plan to the public, respond to review by entities, and assist with the adoption by the County Board of Commissioners. McKenna will also attend, present the plan at the public hearing, and assist with adoption.

Project Schedule

We will work out a mutually-acceptable schedule for preparing the master plan with the County. Following is our proposed timeline of tasks and meetings, estimated to take 15 months, with adoption of the Master Plan occurring no later than October 31, 2026.

TASK	2025								2026						
	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
1. Initial Kickoff Meetings	X	X													
2. Evaluate and Analyze Key Priorities for the Rewrite															
3. Public Participation and Community Outreach			X	X		X									
4. A Roadmap for the Future						X		X		X					
5. Subarea Housing Plans						X		X		X					
6. Implementation Strategies											X				
7. Adoption														X	X

X Indicates a proposed virtual or in-person meeting. Some meetings will cover topics related to multiple tasks, which is shown by a (1) in the same column but in multiple rows.

MEETINGS (TIMING NOTED ABOVE)

1. Initial Kickoff Meeting with Emmet County staff (Virtual).
2. Project Kickoff Meeting with Emmet County officials, Planning Commissioners, staff, and stakeholders (In-Person).
3. Charette Planning Meeting with County Staff (Virtual).
4. Three-Day Charette (In-Person).
5. Survey and Charette Results and Preliminary Future Land Use and Subarea Housing Plan Discussion with County Staff (Virtual).
6. Goals, Objectives, and Strategies, Future Land Use and Subarea Housing Subarea Housing Plan Feedback and Discussion with County staff (Virtual).
7. Final Goals, Objectives, and Strategies, Future Land Use and Subarea Housing Subarea Housing Plan Feedback and Discussion with County staff (Virtual).
8. Implementation Strategies Discussion (Virtual)
9. Planning Commission Meeting: Public Hearing (In-Person).
10. County Board of Commissioners Meeting: Adoption (In-Person).

Additional meetings requested by the Planning Commission or other County leaders will be invoiced hourly at the rates included at the end of this proposal.

Project Staff and Management



We propose an experienced team familiar with and ideally matched to Emmet County's needs in efficiently rewriting the County's master plan. Our combined expertise with community master planning and knowledge of the issues facing communities today will allow us to provide Emmet County with a complete and innovative plan update that meets your desires.

Members of our team are industry leaders in organizing an efficient and effective public process leading to compelling and comprehensive plans with a strong implementation focus.

Our professionals embrace:

- Highly effective public processes
- Housing accessibility and attainability
- Active living, active transportation
- Place making
- Parks and open space
- Economic development
- Livable communities
- Environmental preservation
- Coastal resilience
- Land use and conservation
- Traffic and intersection analysis, especially to determine minimum lane needs, circulation, and multi-modal mix
- Context-sensitive design solutions

We customize our work to reflect local economies, environments, and politics, and our approach to all projects is sensitive to history, size, scale, population, demographics, and diversity of people and place.



DOCUMENT CREATION PROCESS

McKenna will produce draft text for the plan in memo format, with draft maps included as attachments. This will allow for easy revisions of the draft plan content. Prior to the Full Draft Review by the Planning Commission, our skilled and creative graphics team will compile the plan content into a modern, graphically interesting document, using Adobe InDesign.

PROJECT TEAM

- **Hillary Taylor, Senior Planner**, will serve as the Project Director and Rural Preservation Specialist. Hillary has many years of experience as a Planning and Zoning Administrator. Hillary has a background in urban design, and has received training from the National Charrette Institute on how to facilitate the charrette process. She has worked in multiple rural and urban communities as a Zoning Administrator or as a planner including Emmet County, Michigan, Helena, Montana, Teton County, Wyoming, and the City of Springfield, Missouri. Hillary holds a Master of Urban Planning and Master of Urban Design from the University of Michigan.
- **Emily Huhman, Assistant Planner**, will serve as a Project Manager and the day-to-day contact for the County. Emily has a background in income-based housing and supportive housing models, including public housing and permanent supportive housing programs. Emily has assisted in with a number of master plans in small, rural, and lakefront communities in Michigan, including Algoma Township and the ongoing City of Keego Harbor Master Plan, housing studies and short-term rental studies for the City of Pontiac and the City of Saugatuck, and serves as a Zoning Administrator in the City of Keego Harbor.
- **Aayush Patel, Associate Planner**, will serve as an additional project planner and urban designer for the three sub-area plans. Aayush has experience in urban design, housing studies and sub-area planning for communities of different sizes across Michigan. At McKenna, Aayush specializes in bringing zoning, policies and design together through form-based coding, urban design and efficient and effective community engagement.
- **Ashley Jankowski, Associate Planner**, has extensive background in managing municipal sustainability planning efforts and vulnerability assessments that promote environmental, economic, and social resilience. With a strong background in managing DOT, HUD, and CDBG-funded projects, Ashley has a deep understanding of leveraging federal resources to support local initiatives. Ashley is skilled in managing interdisciplinary planning projects that uplift community priorities and creatively reduce barriers to public participation.
- **Paige Brodeur, Assistant Planner**, will serve as a Project Planner and the GIS mapping specialist. Paige combines technical skill with an eye for readability and storytelling in mapping. Paige has also led parks planning efforts in the City of Grandville, Crystal Township (Montcalm County), the City of Hudsonville, and the City of Montague. She identifies the gaps in recreation services and determines opportunities for new amenities to serve the population. Paige holds a Bachelor's Degree from Calvin University.
- **Carrie Leitner, Art Director**, will create a beautiful and easy-to-read final document.



Hillary Taylor

SENIOR PLANNER

EDUCATION

Master of Urban Planning and Design
Taubman College
University of Michigan

Bachelor of Science
School of Environment and Sustainability
University of Michigan

PROFESSIONAL EXPERIENCE

Zoning Administration

A certified Zoning Administrator by the Michigan State University Extension. Manages all day to day hands on work to implement a Zoning Ordinance and the Master Plan for communities. Provides excellent customer service. Capable of staff review of special land use permits, variances, and site plan review. Enjoys the challenge of bringing the Zoning Ordinance into compliance with the adopted Master Plan. This is a great opportunity for the community to refresh the Zoning Ordinance to reflect the stated community vision.

Site Plan and Urban Design

Trained in the review of site plans and urban design work including complete streets design, neighborhood design, downtown design guidelines, and large and small area plans. Has an ecology background that helps to guide design decisions in rural, suburban and urban settings. Diplomatic and proactive, educates clients that great design can be an excellent community catalyst.

Downtown Development Authority (DDA) and Tax Increment Financing (TIF) Implementation

Helps assist in the administration of DDA plans, and the implementation of the goals and objectives of the DDA with a budget conscious focus. Participated in work with local Michigan communities.

Comprehensive Master Plan Adoption and Implementation and Charrette Work

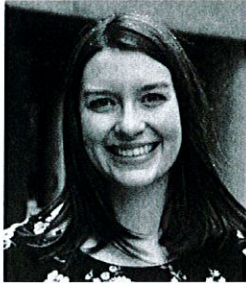
Trained in community engagement charrette work, and the preparation of Master Plans. Collaborated on projects in small and large municipalities. Proficient in working with the community to achieve an actionable set of goals based on a stated vision. Believes that the vision of the community can be a driving element to achieve progress and sustainability.

Graphic Design Skills

Has worked with communities to develop brochures and other educational materials to assist the public in working with the zoning process. Variances and special use permits can be confusing. Works with the community to clarify the process and develop helpful materials.

MEMBERSHIPS

American Planning Association
Michigan Association of Planning



Emily Huhman

ASSISTANT PLANNER

EDUCATION

Master of Urban and Regional Planning
Taubman College
University of Michigan

Bachelor of Political Science and Sociology
University of Michigan

PROFESSIONAL EXPERIENCE

Community Engagement

Assisted in preparing and facilitating community engagement events to gather community knowledge of benefits and concerns in urban, suburban, and rural communities. Experience in survey writing and administration to gain resident insights into multiple areas, including master planning, parks and recreation, economic opportunity, and housing needs.

Housing Policy and Economic Development

Served in case management roles in housing subsidy programs, including Low-income Public Housing, Housing Choice Voucher, and Permanent Supportive Housing programs. Success in grant writing, applications, and administration of HUD- and ARPA-funded grant opportunities. Knowledge of low-income housing development and improvement programs, including LITHC and RAD. Wrote a guide to development outlining the development process and potential local and state incentives for commercial development for a small Michigan city.

Data Management and Analysis

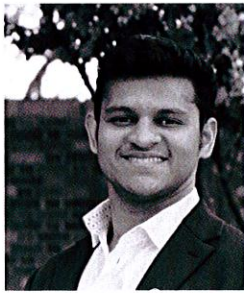
Experienced in conducting demographic analysis using Census data. Completed data analyses using survey data. Knowledge of real estate databases such as CoStar to gather housing and commercial market data.

Zoning Administration

Completed technical reviews detailing recommended changes to zoning ordinances. Conducted research, zoning ordinance comparisons across multiple communities, and assisted in writing zoning ordinance amendments. Prepared meeting minutes for Planning Commission meetings.

MEMBERSHIPS

American Planning Association
Michigan Association of Planning



Aayush Patel

ASSOCIATE PLANNER

EDUCATION

Master of City Design
College of Urban Planning and Public Affairs
University of Illinois at Chicago

Bachelor of Architecture
Aditya College of Architecture
Mumbai University

PROFESSIONAL EXPERIENCE

Urban Design and Subarea Planning

Assisted in developing visionary concept ideas for suburban and urban communities across Chicago and Michigan. Led vision development plans for the West Standale area in the City of Walker, Michigan using rezoning and overlay tools, and balancing urban design principles like walkability, bike-ability with drivability around a mixed-use development. Contributed to illustrating the development vision for Tecumseh's revitalization efforts for the South Evans corridor and the Tecumseh Products site—a brownfield site by incorporating multi-modal transportation strategies, safe pedestrian and vehicular circulation and increasing access to public recreational facilities. Developed and illustrated neighborhood revitalization plan for the City of Hamtramck (Michigan). Assisted in making wayfinding design and planning or bike trail networks in Michigan. Collaborated in placemaking and urban design vision for lower village area in Cascade township (Michigan).

Architecture Planning and Design

Managed and assisted principal architects in site planning and architecture design for single family-residential projects in India and Dubai. Collaborate with site engineers and civil engineers for appropriate construction solutions for projects. Provide site administration and project management services for the company to ensure seamless project execution. Developed construction drawing sets independently for architecture projects and assisted senior design staff in preparation of interior design drawing sets and presentations. Participated in design development of various interior and architecture space planning projects with principal architects and senior design staff. Developed 3D models and visualizations using industry standard software and rendering platforms.

Public Engagement

Assisted in developing public engagement strategies to generate high-quality community feedback from Chicago's McKinley Park neighborhood by facilitating charrette activities, public workshops, focus groups, and presentations for an urban planning and design project. Designed, developed and managed community and business surveys in English, Mandarin, and Spanish followed by managing the collected database and access using QR codes. Managed and assisted in public workshops for planning and design projects in the City of Portage (Michigan) and City of Walker (Michigan).

Zoning Analysis, Comprehensive planning and GIS Mapping

Experienced in creating maps and spatial datasets for communities and cities like Walker, Grandville, Cascade, Port Sheldon. Designed graphically pleasing maps illustrating demographics, land use, zoning, transportation conditions, utilities and natural features on both urban and regional scales. Developed comprehensive master plan text and graphics for communities, villages and townships throughout Michigan along with writing and analyzing recommendations based on best planning practices. Assisted in reviewing site plans and special land use application for communities. Assisted in drafting text, developing graphics and analysis of public feedback for amendments for the City of Portage's form-based code district.

MEMBERSHIPS

American Planning Association
American Institute of Architects
Council of Architecture, India

CERTIFICATIONS

LEED Green Association (Pursuing) U.S. Green Building Council
Licensed Architect (India) Council of Architecture, India



Ashley Jankowski

ASSOCIATE PLANNER

EDUCATION

Master of Urban and Regional Planning
University of Michigan

**Master of Environment and Sustainability,
Environmental Justice Specialization**
University of Michigan

Bachelor of Arts, Environmental Studies
New York University

Bachelor of Arts, Journalism
New York University

PROFESSIONAL EXPERIENCE

Community Engagement and Development:

Assists in preparing and facilitating creative community engagement strategies to gather and amplify community knowledge, concerns, and visions for the future. Experience in interviewing, survey writing, and quantitative and qualitative data synthesis regarding master planning, parks and recreation, economic development, mobility, and housing.

Facilitates public education of and engagement with local planning efforts through original journalistic writing and reporting, and develops citizen journalism trainings and other community storytelling resources.

Comprehensive and Master Planning:

Co-creates community-driven plans for diverse cities, downtowns, parks, corridors, and neighborhoods. Assists with demographic and conditions analyses, public participation processes, community visioning efforts, and implementation strategies

Economic Development:

Experience supporting municipalities in achieving Redevelopment Ready Certification, including drafting RRC-compliant Board and Commission Application Forms, Orientation Packets, and Bylaws.

Co-designs Development Handbooks and Microbusiness Best Practices to facilitate ease and diversity of small business ownership in midwestern cities.

Zoning Administration

Completes technical reviews detailing recommended changes to zoning ordinances. Conducts research, zoning ordinance comparisons across multiple communities, and assisted in writing zoning ordinance amendments.

Sustainability and Equity:

Experienced in developing and implementing multi-stakeholder Sustainability Action Plans at the campus and municipal scale, and in promoting sustainability literacy through creative outreach and storytelling campaigns. Assisted cities across North America in measuring, managing, and disclosing their GHG emissions and environmental data to CDP.

Integrates principles of justice, equity, diversity, and inclusion into all planning efforts through equity analyses, deep community listening, participatory planning strategies, and inclusive design.

CERTIFICATIONS

Redevelopment Ready Communities Best Practices Training

Graduate Teaching Certificate, University of Michigan

Diversity, Equity, and Inclusion Certificate, University of Michigan

Certified Carbon Literate, The Carbon Literacy Project, University of Manchester



MEMBERSHIPS

American Planning Association
Michigan Association of Planning

TEACHING

Graduate Student Instructor, University of Michigan – Co-taught 5 semesters of undergraduate courses including Introduction to Environmental Justice and Introduction to Environmental Politics: Race, Class, Gender.



Paige Brodeur

ASSISTANT PLANNER

EDUCATION

Bachelor of Science

Calvin University, Grand Rapids, Michigan

PROFESSIONAL EXPERIENCE

Transportation Planning

Participates in meetings focusing on current MDOT projects by taking notes and giving input. Develops plans and research for grants.

Mapping

Designs and produces GIS maps for transportation and land use analysis, as well as long-range planning. Experienced in creating maps for communities, townships, and cities like Hudsonville,, Chikaming, Cass, Crystal, Stanton, and Ingham. Designs graphically pleasing maps illustrating demographics, land use, zoning, transportation conditions, utilities and natural features on both urban and regional scales.

Public Engagement

Ensures that the entire planning process is people-driven through focus groups, roundtables, surveys, and workshops for a variety of different projects. Assists in developing public engagement strategies to generate community feedback such as surveys, vision boards and maps, workshops, focus groups, and presentations for Master Plans, Parks and Recreation Plans, and DDA Plans. Manages collected data and access using QR codes.

Comprehensive Planning

Creates comprehensive plans for communities of all sizes, performing all facets of the planning process including data analysis, public participation, community visioning, and implementation strategy. Researches and analyzes existing conditions, census data, and public engagement results to develop effective goals and objectives and implementable action plans that suit the needs of communities and their constituents.

MEMBERSHIPS

American Planning Association
Michigan Association of Planning



Carrie Leitner

ART DIRECTOR

EDUCATION

Bachelor of Fine Arts in Graphic Design
University of Michigan

Internet Professional Curriculum Courses
Washtenaw Community College

PROFESSIONAL EXPERIENCE

Document Design and Layout - Planning and Zoning

Designed and produced simple and complex layouts for documents including community master plans, zoning ordinances, and urban design plans.

Downtown and Retail Corridor Branding

Created brands and identities for private firms and Michigan downtowns and corridors. Developed multiple concepts for elaboration in a range of styles. Branding included downtown logos, document design, banners, brochures, and wayfinding signage.

Art Director Municipal Projects

Created initial design and messaging concepts for a multitude of high profile municipal clients, capital campaigns and annual giving initiatives.

Image Editing and Production

Edited complex photographic and illustration graphics using Photoshop and Illustrator for zoning ordinances and master plans. Managed elaborate projects including color correction, recreation plan renderings, and branding for municipal electrical energy use education.

Illustration and Visualization - Zoning, Planning, and Design

Produced graphic ideas quickly and successfully which conveyed the clients' vision. Rendered detailed zoning graphics, facade improvements, and corridor and neighborhood visualization using Adobe Photoshop.

Website Design and Implementation for Public Engagement

Planned website architecture to clearly deliver content for stakeholder use under simplified navigation. Formatted websites to include municipal documents for public review and comments.

Hand Renderings and Art Work

Created privately-commissioned portraits in pencil and charcoal. Created the first annual Charlevoix (MI) Venetian Festival poster in oil pastel. Appeared in the Charlevoix Waterfront Art Fair exhibiting pen and watercolor paintings of local street scenes and building sketches. Rendered several site and landscape concept plans with pen and ink.

SOFTWARE EXPERTISE

Highly proficient and skilled in Adobe Creative Suite (InDesign, Illustrator, Photoshop) and Microsoft Office (Word, PowerPoint).

Cost Proposal

FEE

The following is an itemized breakdown of the fees to complete the Emmet County Master Plan, as described in this proposal. We propose to complete the project for a lump sum of **\$80,000**.

TASK	ITEMIZED FEE
1. Initial Virtual Kickoff Meeting and In-Person Project Kickoff Meeting with Emmet County officials, Planning Commissioners, staff, and stakeholders.	\$2,500
2. Evaluate and Analyze Key Priorities for the Rewrite	
a) Analysis of the 2021-2025 Master Plan	\$1,500
b) Existing Conditions and Demographic Analysis	\$1,500
c) Existing Land Uses	\$5,000
d) Housing Plan Analysis	\$3,000
3. Public Participation and Community Outreach	
a) Project Website	\$3,000
b) Community-Wide Online Surveys	\$3,000
c) Three-Day Charette	\$22,500
4. A Roadmap for the County's Future	
a) Goals, Objectives, and Strategies	\$5,000
b) Future Land Use Plan	\$5,000
5. Sub-Area Housing Plans	\$12,000
6. Implementation Strategies	
a) Action Plan	\$5,000
b) Zoning Plan	\$5,000
7. Adoption	\$6,000
	Base Fee:
	\$80,000

Additional services beyond the scope can be provided, including additional meetings, at the County's request based on McKenna's professional fee schedule (below) or a separate negotiated fee.

MCKENNA PROFESSIONAL FEE SCHEDULE

Professional Classification	Rate Per Hour*
President	\$220
Executive or Senior Vice President	\$200
Vice President	\$190
Director	\$180
Senior Principal or Manager	\$175
Principal	\$145
Senior	\$130
Associate	\$110
Assistant	\$100
Administrative Assistant	\$75
Consultation, preparation for, and sitting as expert witness in legal matters.	\$220

* Rates include the following overhead:
Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.

These rates do not include photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.

These hourly rates are valid through December 31, 2025, after which they may change per classification by a percentage equal to the increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.

References and Experience

Holland Charter Township, Ottawa County

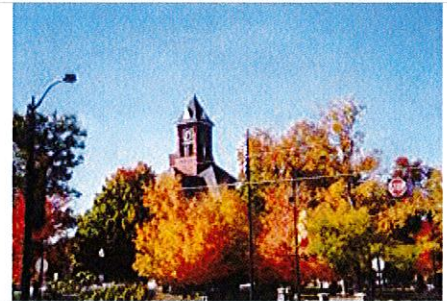
Mr. Corey Broersma
Community Development Director
353 N. 120th Avenue
Holland, Michigan 49424
(616) 395-0151



Barry County, Michigan

*Note: Mr. McManus has since retired as the Planning Director of Barry County and currently works at McKenna.

Jim McManus
Former Planning Director, Barry County, Michigan
(269) 370-5269



City of Walker

Frank Wash
Assistant City Manager
4243 Remembrance Road NW
Walker, MI 49534
(616) 453-6311



City of Hastings

Dan King, Community Development Director
201 E. State Street
Hastings, MI 49058
(269) 945-2468





MCKENNA

Communities for real life.

What we did:

PLANNING

Master Planning
Public Engagement
Land Use Planning
Agricultural Preservation

Master Plan

BARRY COUNTY, MICHIGAN

Barry County is the crossroads of West Michigan. Nearly equi-distant from Grand Rapids, Kalamazoo, Battle Creek, and Lansing, the County is a popular bedroom community, where rural character and natural beauty blend with convenient access to major job centers.

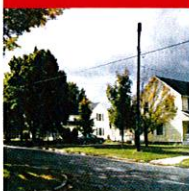
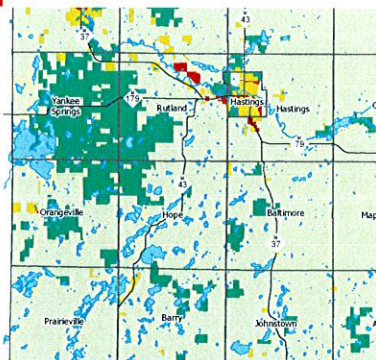
Because of its location, the County faced two competing pressures.

On one hand, the County is home to lakes, woodlands, and high quality farmland. These irreplaceable natural assets give Barry a strong tradition of preservation in the County's planning and zoning policies.

But on the other hand, the County is part of the fast-growing West Michigan region, with metropolitan areas in four different directions creating intense growth pressure and rising housing costs.

When McKenna was brought in to update the County's Master Plan, reconciling these two divergent trends was job number one. McKenna created a broad land use and transportation vision known as the "County Framework." This over-arching plan designated specific growth and preservation zones, allowing the details of the plan to flow from a single geographic outline.

The process also involved rich community outreach, which took place at some of the many festivals and events that happen every summer throughout the County, and involved not only McKenna, but also a number of volunteer community members.



**BARRY COUNTY
2040 MASTER PLAN**
live better



Communities for real life.

What we did:

PLANNING

Master Planning
Public Engagement
Natural Features

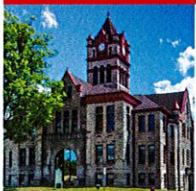
Master Plan

CASS COUNTY, MICHIGAN

Cass County, a historic agricultural community in Southwest Michigan, is known for its scenic lakes and natural landscapes, which offer unique recreational opportunities. The county attracts numerous tourists who enjoy its lakes, skiing, local farm markets, and unique lodging options. The County has been experiencing slow, but steadily decreasing, population decline over the previous decade, necessitating an evaluation of its community plans.

In response, Cass County sought to preserve its rural character, protect its agricultural lands, and safeguard its lakes and wetlands. Additionally, the county aimed to direct growth and development to appropriate areas, with a focus on maintaining community character. To address these objectives, the county partnered with McKenna to develop a Master Plan that aligns with its vision for sustainable growth while maintaining its unique environmental features.

As part of the planning process, McKenna engaged with the community to gather valuable resident input through a comprehensive online survey, a community open house, as well as various public meetings. This feedback was analyzed and incorporated into the Master Plan. The final plan includes strategies for farmland protection, along with zoning recommendations tailored to specific districts. Additionally, the Future Land Use Map incorporates various land uses that support responsible development that is reflective of their environment.





MCKENNA

Communities for real life.

What we did:

PLANNING

Master Planning
Public Engagement

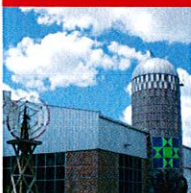
Master Plan

CITY OF COOPERSVILLE, MICHIGAN

Located halfway between Muskegon and Grand Rapids, Coopersville is a small, historic community growing around the local railroad stop. The community wanted to update its Master Plan to address several issues facing the City. The downtown area was a vital part of the community. Still, it was difficult for nonresidents to find, and several businesses struggled. Coopersville also needed to determine what the community's future development would look like, especially on the edges of the City.

McKenna prepared a Master Plan for Coopersville to address these and other issues residents and business owners raised. Public input was gathered at an open house workshop and online by connecting with the existing community social media outlets. McKenna also conducted housing and retail market studies to better crystallize the demand for land uses in the City.

The resulting Master Plan identified major intersections and streets which could incorporate wayfinding to downtown, landscaping, and streetscape elements. Residents identified critical gaps in the sidewalk network to connect more neighborhoods; the Transportation Plan depicts new sidewalks and trails, including the North Bank Trail. The Future Land Use Plan describes a fully built-out city with new neighborhoods connecting with the existing community.





MCKENNA

Communities for real life.

DESIGN

Urban Design
Placemaking and Public Spaces

What we did:

PLANNING

Master Planning
Public Engagement
Corridor Studies

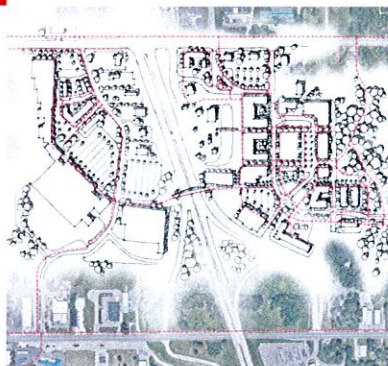
Unified Vision Plan

**HOLLAND CHARTER TOWNSHIP,
OTTAWA COUNTY, MICHIGAN**

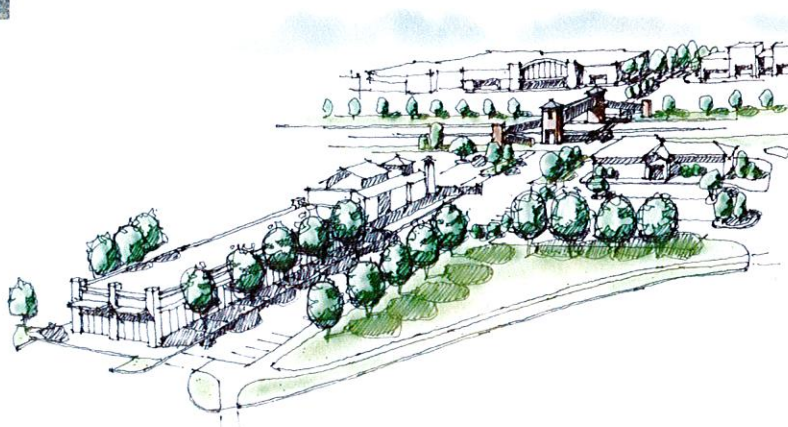
Winding in an irregular shape between the Cities of Holland and Zeeland, Holland Charter Township had long lacked a single coherent identity. From fertile farm fields to new subdivisions, and busy route US-31 to walkable urban neighborhoods, the Township's physical and demographic diversity was both a strength and a challenge.

McKenna, along with our partners at Broad Street Studio and HYK Consulting, used an innovative process to create a Unified Vision Plan (UVP) for the Township. Working with community stakeholders, we first created a "Township Framework"—determining which areas of the community would be planned to be "Preserved, Developed, Redevelopment, Enhanced, or Intensified." Cross referencing these categories against existing land uses created the new Future Land Use Map.

The consulting team and the Township also dove deep into three areas of the community—the congested and pedestrian-unfriendly US-31 corridor, the walkable and dense "Federal District", and the waterfront "Beechwood/North River" district. McKenna undertook a robust community engagement process that was tailored to each sub-district, and resulted in detailed plans for their futures.



**HOLLAND
CHARTER
TOWNSHIP**
Unified Vision Plan





MCKENNA

Communities for real life.

What we did:

PLANNING

Master Planning
Farmland Preservation
Rural/Small Town Planning

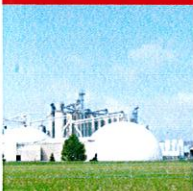
Master Plan

LEROY TOWNSHIP,
OSCEOLA COUNTY, MICHIGAN

When Leroy Township conducted a community-wide survey at the beginning of its Master Plan update process, the results were overwhelming. Leroy residents loved the rural beauty of the community and wanted to ensure its preservation.

With that vision in place, McKenna developed a strategy to preserve farmland and ensure dense, walkable growth. Leroy surrounds the Village of Webberville, and the Master Plan process included building consensus around an outer limit of the Village's water system – an urban services boundary.

In the end, it was determined that the “boundary” should be placed at the current Village limits, which will help to protect the rural character of the Township for years to come.





MCKENNA

Communities for real life.

What we did:

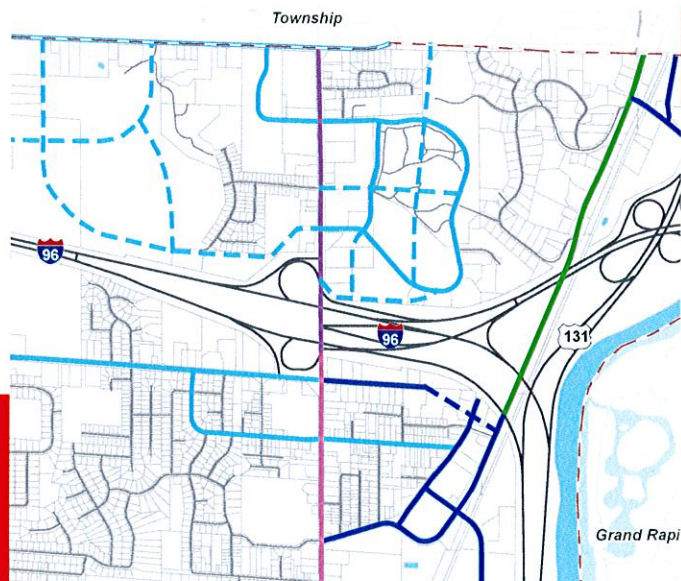
PLANNING

Master Planning
Public Engagement
Land Use Planning
Neighborhood Planning

Master Plan

CITY OF WALKER, MICHIGAN

Walker 2020 MASTER PLAN | CITY OF WALKER, MI



The City of Walker, a large suburban community wrapping north and west of Grand Rapids, had a long history of comprehensive and detailed land use planning. Following its 1998 Master Plan, it undertook a series of sub-area plans. However, by 2019, it was time for a new comprehensive vision.

Along with our partners at Prein&Newhof, McKenna understood that the City's various neighborhoods had different needs and visions for themselves. So we separated the City into four districts—Alpine, Standale, South Walker, and Northwest Walker – and conducted individualized public engagement, which led to a deep understanding of each neighborhood and how best to address challenges and maximize existing assets.

Then, McKenna and City staff stitched together the four plans like a jigsaw puzzle, creating a vision that worked on a City-wide level, but also addressed individual neighborhood concerns.



Conflict of Interest

Our team is not aware of any conflicts of interest that would impact our work on the Emmet County Master Plan.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Concepts Insurance Agency, Inc. 27 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: Certs@pciaonline.com																					
INSURED McKenna Associates, Inc. 235 East Main Street Suite 105 Northville MI 48167	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	XL Specialty Insurance Company	37885	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:** 24-25 PL**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A Professional Liability			DPR5034973	10/01/2024	10/01/2025	Per Claim	\$ 1,000,000
						Ann Aggregate	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNish Group, Inc. 26622 Woodward Ave. Ste 200 Royal Oak MI 48067	CONTACT NAME: certs@mcnish.com PHONE (A/C, No, Ext): 248-544-4800 E-MAIL ADDRESS: certs@mcnish.com FAX (A/C, No): 248-544-4801	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Hartford		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED McKenna Associates, Inc. 235 E Main St. Ste.105 Northville MI 48167-2499	MCKEASS-02
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COVERAGES **CERTIFICATE NUMBER:** 746490668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35SBRU2022	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		35SBRU2022	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		35SBRU2022	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	35WECPN2013	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Planning & Zoning - Zoning Atlas Data Housing Planning

SUMMARY:

Housing North is seeking funding through grants and local unit contributions to conduct an in-depth housing study for all of Emmet County. The Michigan Planning Enabling Act now requires detailed data related to housing.

This project will ensure compliance with the state law as Emmet County updates the Master Plan. Planning staff is requesting Emmet County contribute \$5000.00 toward the project. In return, Housing North will provide data that can be used by all local units as they update their Master Plans.

The Emmet County contribution is available in the 2025 Planning & Zoning budget.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve a \$5,000.00 contribution to Housing North Emmet County Zoning Atlas and Community Planning project, pending a suitable agreement to be determined by Civil Counsel and the Administrator, and authorize the Administrator to sign all necessary documents.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Zoning Atlas Proposal

▣ Michigan Planning Enabling Act



April 24th, 2025

Emmet County Board of Commissioners
200 Division Street Suite 160
Petoskey MI, 49770

Re: Request for Support for Zoning Atlas and Community Planning project in Emmet County

Dear Emmet County Board of Commissioners,

Enclosed with this letter is a Proposal asking for you to support the Zoning Atlas and Community Planning project for Emmet County. We have secured about half of the funding through a Housing Solutions grant with the Petoskey Harbor Springs Area Community Foundation. We would appreciate the opportunity to partner with you through a fee for service contract of \$5,000 for one year to bring the full scope of work to your community. The attached proposal with more details including a budget and draft contract is included with this letter.

We truly appreciate our partnership with Emmet County. Please let me know if you have any questions or would like to sit down and discuss anything in person.

Thank you so much in advance,

Sincerely,

Yarrow Brown, Executive Director

Creating pathways and partnerships for housing in Northwest Michigan.

PO BOX 1434 | TRAVERSE CITY, MICHIGAN 49685 | 231.335.1685 | info@housingnorth.org

housingnorth.org



Proposal to support the Emmet County Zoning Atlas and Community Planning Project

Gap in Funding for full scope: *\$38,000*

Proposed Fee for Service Contract: *\$5,000 from June 1, 2025, to June 1, 2026.*

Zoning Atlas Project

According to the 2023 Housing Needs Assessment, there is a housing gap of 310 rental units and 3370 for-sale units in Emmet County. There are significant barriers to creating this needed housing including zoning ordinances that restrict options to build needed housing types and cumbersome procedures that hinder the approval of new housing development. We also see challenges arising from the lack of straightforward data complicate communities' efforts to effectively assess land use regulations and create plans to meet the housing need.

As part of the National Zoning Atlas (nationalzoningatlas.org) and Michigan Zoning Atlas project (mizoningatlas.org), Housing North aims to provide a county-wide Zoning Atlas (ZA) for Emmet County. This ZA will provide a foundation for community planning to identify opportunities and barriers to the creation of needed housing. The work has begun for Grand Traverse County, and we hope to bring this to the Emmet County as soon as possible.

The ZA will be created by coding the written zoning ordinances approved by communities and will make this data more accessible and user-friendly. The ZA will put this data into an interactive map format. This digital map will serve as a tool to bring community partners to the table to develop strategies to address housing needs. This valuable resource will help create a shared understanding among policymakers, lenders, developers, and nonprofits of exactly what types of housing can be built and where it is currently permitted. The ZA findings and advocacy efforts will help to inform pro-housing zoning reforms to address barriers to multi-family and Accessory Dwelling Unit (ADU) construction, promote public participation in land use decisions, and streamline the building permit process.

Projected Timeline

Zoning Atlas (May to July)-The first step for this project will be the completion of the ZA. The

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results will show key housing-related aspects of zoning codes in an online, user-friendly map.

Community Engagement (September)- Upon the creation of the ZA, Housing North will begin work with community partners to engage in the community planning portion of the project. This will involve a mix of educational events, meetings, and input sessions, gathering input from cross-sector jurisdictions and a variety of community stakeholders. It will promote cross-sector and multi-jurisdictional planning for transportation, infrastructure planning, environmental protection, and equity as it relates to housing planning. We will gather feedback to support these planning efforts.

Community mapping and scenario planning- The community planning will produce valuable data that will enhance community planning efforts around areas best suited for housing development, infrastructure planning, transportation planning, economic community planning, and environmental planning.

Results/Next Steps

The expected result of this easily accessible tool and the community planning efforts will be the development of thousands of housing units over the next 5 years that are diverse, equitable, and meet the needs of our communities. Additionally, increased investment in housing will lead to an increased tax base that supports needs such as transportation options, recreational opportunities, and environmental health that increases the quality of life for the residents of NW Michigan. The insights gained from this planning process will also support the community to advocate for zoning changes that foster diverse housing development that meets the needs of incomes below 120% AMI.

Project Partners and Roles

The Emmet County ZA project is part of the Michigan ZA project and is coordinated with our partners at Michigan Association of Planning (MAP). This Michigan Zoning Atlas (MZA) is affiliated with the National Zoning Atlas (NZA), an incorporated nonprofit with its own staff and capacity. They have created the data platform that we utilize, and we will work in partnership with them to enter data and maintain the ZA. In the long term. Both Housing North and the NZA are committed to maintaining zoning data nationwide. After the initial zoning ordinances are entered and the ZA is created (within 6 months of initiation)

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Housing North will work closely with the MAP and the NZA team to make sure the ZA projects are maintained and updated at a minimum of every two years. We will partner with our local units of government to stay up to date on changes in the zoning ordinances and maps. Housing North will support coordinating with key partners and the community with any updates. Our team review and prioritize the type of updates needed annually. MAP will help with communication and outreach materials..

Project Budget

Estimated Revenues for Total Project	Confirmed	Pending
PHSACF Grant		\$30,000
Private Foundations, Emmet County, Townships		\$38,000
Housing North Match (Housing Ready program)	\$6800	
TOTAL	\$6800	\$68,000

Estimated Expenses for Total Project	Amount
ZA for Emmet County	\$20,000
Community mapping and scenario planning	\$48,000
Administration	\$6,800
TOTAL	\$74,800

Gap in funding: \$38,000

Proposed Fee for Service Amount per Unit of Government: \$5,000

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housingnorth.org

MICHIGAN PLANNING ENABLING ACT
Act 33 of 2008

AN ACT to codify the laws regarding and to provide for county, township, city, and village planning; to provide for the creation, organization, powers, and duties of local planning commissions; to provide for the powers and duties of certain state and local governmental officers and agencies; to provide for the regulation and subdivision of land; and to repeal acts and parts of acts.

History: 2008, Act 33, Eff. Sept. 1, 2008.

The People of the State of Michigan enact:

ARTICLE I.
GENERAL PROVISIONS

125.3801 Short title.

Sec. 1. This act shall be known and may be cited as the "Michigan planning enabling act".

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3803 Definitions.

Sec. 3. As used in this act:

(a) "Chief administrative official" means the manager or other highest nonelected administrative official of a city or village.

(b) "Chief elected official" means the mayor of a city, the president of a village, the supervisor of a township, or, subject to section 5, the chairperson of the county board of commissioners of a county.

(c) "County board of commissioners", subject to section 5, means the elected county board of commissioners, except that, as used in sections 39 and 41, county board of commissioners means 1 of the following:

(i) A committee of the county board of commissioners, if the county board of commissioners delegates its powers and duties under this act to the committee.

(ii) The regional planning commission for the region in which the county is located, if the county board of commissioners delegates its powers and duties under this act to the regional planning commission.

(d) "Ex officio member", in reference to a planning commission, means a member, with full voting rights unless otherwise provided by charter, who serves on the planning commission by virtue of holding another office, for the term of that other office.

(e) "Legislative body" means the county board of commissioners of a county, the board of trustees of a township, or the council or other elected governing body of a city or village.

(f) "Local unit of government" or "local unit" means a county or municipality.

(g) "Master plan" means either of the following:

(i) As provided in section 81(1), any plan adopted or amended before September 1, 2008 under a planning act repealed under section 85.

(ii) Any plan adopted or amended under this act. This includes, but is not limited to, a plan prepared by a planning commission authorized by this act and used to satisfy the requirement of section 203(1) of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3203, regardless of whether it is entitled a master plan, basic plan, county plan, development plan, guide plan, land use plan, municipal plan, township plan, plan, or any other term.

(h) "Municipality" or "municipal" means or refers to a city, village, or township.

(i) "Planning commission" means either of the following, as applicable:

(i) A planning commission created pursuant to section 11(1).

(ii) A planning commission retained pursuant to section 81(2) or (3), subject to the limitations on the application of this act provided in section 81(2) and (3).

(j) "Planning jurisdiction" for a county, city, or village refers to the areas encompassed by the legal boundaries of that county, city, or village, subject to section 31(1). Planning jurisdiction for a township refers to the areas encompassed by the legal boundaries of that township outside of the areas of incorporated villages and cities, subject to section 31(1).

(k) "Population" means the population according to the most recent federal decennial census or according to a special census conducted under section 7 of the Glenn Steil state revenue sharing act of 1971, 1971 PA 140, MCL 141.907, whichever is the more recent.

(l) "Public transportation agency" means a governmental entity that operates or is authorized to operate

intercity or local commuter passenger rail service in this state or a public transit authority created under 1 of the following acts:

- (i) The metropolitan transportation authorities act of 1967, 1967 PA 204, MCL 124.401 to 124.426.
- (ii) The public transportation authority act, 1986 PA 196, MCL 124.451 to 124.479.
- (iii) 1963 PA 55, MCL 124.351 to 124.359.
- (iv) The home rule city act, 1909 PA 279, MCL 117.1 to 117.38.
- (v) The revenue bond act of 1933, 1933 PA 94, MCL 141.101 to 141.140.
- (vi) The charter township act, 1947 PA 359, MCL 42.1 to 42.34.
- (vii) The urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (m) "Public transportation facility" means that term as defined in section 2 of the metropolitan transportation authorities act of 1967, 1967 PA 204, MCL 124.402.
- (n) "Street" means a street, avenue, boulevard, highway, road, lane, alley, viaduct, or other public way intended for use by motor vehicles, bicycles, pedestrians, and other legal users.

History: 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 134, Imd. Eff. Aug. 2, 2010;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

125.3805 Assignment of power or duty to county officer or body.

Sec. 5. The assignment of a power or duty under this act to a county officer or body is subject to 1966 PA 293, MCL 45.501 to 45.521, or 1973 PA 139, MCL 45.551 to 45.573, in a county organized under 1 of those acts.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3807 Master plan; adoption, amendment, and implementation by local government; purpose.

Sec. 7. (1) A local unit of government may adopt, amend, and implement a master plan as provided in this act.

(2) The general purpose of a master plan is to guide and accomplish, in the planning jurisdiction and its environs, development that satisfies all of the following criteria:

- (a) Is coordinated, adjusted, harmonious, efficient, and economical.
- (b) Considers the character of the planning jurisdiction and its suitability for particular uses, judged in terms of such factors as trends in land and population development.
- (c) Will, in accordance with present and future needs, best promote public health, safety, morals, order, convenience, prosperity, and general welfare.
- (d) Includes, among other things, promotion of or adequate provision for 1 or more of the following:
 - (i) A system of transportation to lessen congestion on streets and provide for safe and efficient movement of people and goods by motor vehicles, bicycles, pedestrians, and other legal users.
 - (ii) Safety from fire and other dangers.
 - (iii) Light and air.
 - (iv) Healthful and convenient distribution of population.
 - (v) Good civic design and arrangement and wise and efficient expenditure of public funds.
 - (vi) Public utilities such as sewage disposal and water supply and other public improvements.
 - (vii) Recreation.
 - (viii) The use of resources in accordance with their character and adaptability.
 - (ix) A range of housing types, costs, affordability, attainability, ages, and other characteristics, including single- and multiple-family dwellings, to serve the housing demands of a diverse population.

History: 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 134, Imd. Eff. Aug. 2, 2010;—Am. 2024, Act 153, Eff. Apr. 2, 2025.

ARTICLE II.

PLANNING COMMISSION CREATION AND ADMINISTRATION

125.3811 Planning commission; creation; adoption of ordinance by local unit of government; notice required; exception; adoption of charter provision by city or home rule village; effect of repeal of planning act; continued exercise or transfer of powers and duties of zoning board or zoning commission.

Sec. 11. (1) A local unit of government may adopt an ordinance creating a planning commission with powers and duties provided in this act. The planning commission of a local unit of government shall be officially called "the planning commission", even if a charter, ordinance, or resolution uses a different name such as "plan board" or "planning board".

(2) Within 14 days after a local unit of government adopts an ordinance under subsection (1) creating a planning commission, the clerk of the local unit shall transmit notice of the adoption to the planning commission of the county where the local unit is located. However, if there is not a county planning commission or if the local unit adopting the ordinance is a county, notice shall be transmitted to the regional planning commission engaged in planning for the region within which the local unit is located. Notice under this subsection is not required when a planning commission created before the effective date of this act continues in existence under this act, but is required when an ordinance governing or creating a planning commission is amended or superseded under section 81(2)(b) or (3)(b).

(3) If, after the effective date of this act, a city or home rule village adopts a charter provision providing for a planning commission, the charter provision shall be implemented by an ordinance that conforms to this act. Section 81(2) provides for the continuation of a planning commission created by a charter provision adopted before the effective date of this act.

(4) Section 81(3) provides for the continuation of a planning commission created under a planning act repealed under section 85.

(5) Section 83 provides for the continued exercise by a planning commission, or the transfer to a planning commission, of the powers and duties of a zoning board or zoning commission.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3813 Planning commission; effect of township ordinance; number of days; petition requesting submission of ordinance to electors; filing; petition subject to Michigan election law; violation.

Sec. 13. (1) Subject to subsection (2), a township ordinance creating a planning commission under this act shall take effect 63 days after the ordinance is published by the township board in a newspaper having general circulation in the township.

(2) Subject to subsection (3), before a township ordinance creating a planning commission takes effect, a petition may be filed with the township clerk requesting the submission of the ordinance to the electors residing in the unincorporated portion of the township for their approval or rejection. The petition shall be signed by a number of qualified and registered electors residing in the unincorporated portion of the township equal to not less than 8% of the total vote cast for all candidates for governor, at the last preceding general election at which a governor was elected. If such a petition is filed, the ordinance shall not take effect until approved by a majority of the electors residing in the unincorporated portion of the township voting thereon at the next regular or special election that allows reasonable time for proper notices and printing of ballots or at any special election called for that purpose, as determined by the township board. The township board shall specify the language of the ballot question.

(3) Subsection (2) does not apply if the planning commission created by the ordinance is the successor to an existing zoning commission or zoning board as provided for under section 301 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3301.

(4) If a township board does not on its own initiative adopt an ordinance under this act creating a planning commission, a petition may be filed with the township clerk requesting the township board to adopt such an ordinance. The petition shall be signed by a number of qualified and registered electors as provided in subsection (2). If such a petition is filed, the township board, at its first meeting following the filing shall submit the question to the electors of the township in the same manner as provided under subsection (2).

(5) A petition under this section, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3815 Planning commission; membership; appointment; terms; vacancy; representation; qualifications; ex-officio members; board serving as planning commission; removal of member; conditions; conflict of interest; additional requirements.

Sec. 15. (1) In a municipality, the chief elected official shall appoint members of the planning commission, subject to approval by a majority vote of the members of the legislative body elected and serving. In a county, the county board of commissioners shall determine the method of appointment of members of the planning commission by resolution of a majority of the full membership of the county board.

(2) A city, village, or township planning commission shall consist of 5, 7, or 9 members. A county planning commission shall consist of 5, 7, 9, or 11 members. Members of a planning commission other than

ex officio members under subsection (5) shall be appointed for 3-year terms. However, of the members of the planning commission, other than ex officio members, first appointed, a number shall be appointed to 1-year or 2-year terms such that, as nearly as possible, the terms of 1/3 of all the planning commission members will expire each year. If a vacancy occurs on a planning commission, the vacancy must be filled for the unexpired term in the same manner as provided for an original appointment. A member shall hold office until a successor is appointed.

(3) The membership of a planning commission must be representative of important segments of the community, such as the economic, governmental, educational, and social development of the local unit of government, in accordance with the major interests of the local unit of government, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, housing, and commerce. The membership must also be representative of the entire territory of the local unit of government to the extent practicable.

(4) Members of a planning commission must be qualified electors of the local unit of government. However, the following number of planning commission members may be individuals who are not qualified electors of the local unit of government but are qualified electors of another local unit of government:

(a) 3, in a city that on September 1, 2008 had a population of more than 2,700 but less than 2,800.

(b) 2, in a city or village that has, or on September 1, 2008 had, a population of less than 5,000, except as provided in subdivision (a).

(c) 1, in a local unit of government not described in subdivision (a) or (b).

(5) In a township that on September 1, 2008 had a planning commission created under former 1931 PA 285, 1 member of the legislative body or the chief elected official, or both, may be appointed to the planning commission as ex officio members. In any other township, 1 member of the legislative body must be appointed to the planning commission as an ex officio member. In a city, village, or county, the chief administrative official or an individual designated by the chief administrative official, if any, the chief elected official, 1 or more members of the legislative body, or any combination thereof, may be appointed to the planning commission as ex officio members, unless prohibited by charter. However, in a city, village, or county, not more than 1/3 of the members of the planning commission may be ex officio members. Except as provided in this subsection, an elected officer or employee of the local unit of government is not eligible to be a member of the planning commission. The term of an ex officio member of a planning commission is as follows:

(a) The term of a chief elected official must correspond to the individual's term as chief elected official.

(b) The term of a chief administrative official expires with the term of the chief elected official that appointed the chief administrative official.

(c) The term of a member of the legislative body expires with the member's term on the legislative body.

(6) For a county planning commission, the county shall make every reasonable effort to ensure that the membership of the county planning commission includes a member of a public school board or an administrative employee of a school district located, in whole or in part, within the county's boundaries. This subsection applies each time an appointment is to be made to the planning commission, unless an incumbent is being reappointed or an ex officio member is being appointed under subsection (5).

(7) Subject to subsection (8), a city or village that has a population of less than 5,000, and that has not created a planning commission by charter, may by an ordinance adopted under section 11(1) provide that 1 of the following boards serve as its planning commission:

(a) The board of directors of the economic development corporation of the city or village created under the economic development corporations act, 1974 PA 338, MCL 125.1601 to 125.1636.

(b) The board of a downtown development authority created under part 2 of the recodified tax increment financing act, 2018 PA 57, MCL 125.4201 to 125.4230, if the boundaries of the downtown district are the same as the boundaries of the city or village.

(c) The board of a tax increment finance authority under part 3 of the recodified tax increment financing act, 2018 PA 57, MCL 125.4301 to 125.4329, if the boundaries of the authority district are the same as the boundaries of the city or village.

(8) Subsections (1) to (5) do not apply to a planning commission established under subsection (7). All other provisions of this act apply to a planning commission established under subsection (7).

(9) The legislative body may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office on written charges and after a public hearing. Before casting a vote on a matter on which a member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the planning commission. The member is disqualified from voting on the matter if so provided by the bylaws or by a majority vote of the remaining members of the planning commission. Failure of a member to disclose a potential conflict of interest as required by this subsection

constitutes malfeasance in office. Unless the legislative body, by ordinance, defines conflict of interest for the purposes of this subsection, the planning commission shall do so in its bylaws.

(10) An ordinance creating a planning commission may impose additional requirements relevant to the subject matter of, but not inconsistent with, this section.

History: 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 105, Imd. Eff. June 29, 2010;—Am. 2024, Act 153, Eff. Apr. 2, 2025.

125.3817 Chairperson, secretary, and other offices; election; terms; appointment of advisory committees.

Sec. 17. (1) A planning commission shall elect a chairperson and secretary from its members and create and fill other offices as it considers advisable. An ex officio member of the planning commission is not eligible to serve as chairperson. The term of each officer shall be 1 year, with opportunity for reelection as specified in bylaws adopted under section 19.

(2) A planning commission may appoint advisory committees whose members are not members of the planning commission.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3819 Bylaws; adoption; public record requirements; annual report by planning commission.

Sec. 19. (1) A planning commission shall adopt bylaws for the transaction of business, and shall keep a public record of its resolutions, transactions, findings, and determinations.

(2) A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3821 Meetings; frequency; time; place; special meeting; notice; compliance with open meetings act; availability of writings to public.

Sec. 21. (1) A planning commission shall hold not less than 4 regular meetings each year, and by resolution shall determine the time and place of the meetings. Unless the bylaws provide otherwise, a special meeting of the planning commission may be called by the chairperson or by 2 other members, upon written request to the secretary. Unless the bylaws provide otherwise, the secretary shall send written notice of a special meeting to planning commission members not less than 48 hours before the meeting.

(2) The business that a planning commission may perform shall be conducted at a public meeting of the planning commission held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date, and place of a regular or special meeting shall be given in the manner required by that act.

(3) A writing prepared, owned, used, in the possession of, or retained by a planning commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3823 Compensation; expenses; preparation of budget; acceptance of gifts.

Sec. 23. (1) Members of a planning commission may be compensated for their services as provided by the legislative body. A planning commission may adopt bylaws relative to compensation and expenses of its members and employees for travel when engaged in the performance of activities authorized by the legislative body, including, but not limited to, attendance at conferences, workshops, educational and training programs, and meetings.

(2) After preparing the annual report required under section 19, a planning commission may prepare a detailed budget and submit the budget to the legislative body for approval or disapproval. The legislative body annually may appropriate funds for carrying out the purposes and functions permitted under this act, and may match local government funds with federal, state, county, or other local government or private grants, contributions, or endowments.

(3) A planning commission may accept gifts for the exercise of its functions. However, in a township, other than a township that on the effective date of this act had a planning commission created under former 1931 PA 285, only the township board may accept such gifts, on behalf of the planning commission. A gift of money so accepted in either case shall be deposited with the treasurer of the local unit of government in a special nonreverting planning commission fund for expenditure by the planning commission for the purpose designated by the donor. The treasurer shall draw a warrant against the special nonreverting fund only upon

receipt of a voucher signed by the chairperson and secretary of the planning commission and an order drawn by the clerk of the local unit of government. The expenditures of a planning commission, exclusive of gifts and grants, shall be within the amounts appropriated by the legislative body.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3825 Employment of planning director and other personnel; contract for services; use of information and advice provided by public officials, departments, and agencies.

Sec. 25. (1) A local unit of government may employ a planning director and other personnel as it considers necessary, contract for the services of planning and other technicians, and incur other expenses, within a budget authorized by the legislative body. This authority shall be exercised by the legislative body, unless a charter provision or ordinance delegates this authority to the planning commission or another body or official. The appointment of employees is subject to the same provisions of law as govern other corresponding civil employees of the local unit of government.

(2) For the purposes of this act, a planning commission may make use of maps, data, and other information and expert advice provided by appropriate federal, state, regional, county, and municipal officials, departments, and agencies. All public officials, departments, and agencies shall make available public information for the use of planning commissions and furnish such other technical assistance and advice as they may have for planning purposes.

History: 2008, Act 33, Eff. Sept. 1, 2008.

ARTICLE III.

PREPARATION AND ADOPTION OF MASTER PLAN

125.3831 Master plan; preparation by planning commission; meetings with other governmental planning commissions or agency staff; powers.

Sec. 31. (1) A planning commission shall make and approve a master plan as a guide for development within the planning jurisdiction subject to section 81 and the following:

(a) For a county, the master plan may include planning in cooperation with the constituted authorities for incorporated areas in whole or to the extent to which, in the planning commission's judgment, they are related to the planning of the unincorporated area or of the county as a whole.

(b) For a township that on September 1, 2008 had a planning commission created under former 1931 PA 285, or for a city or village, the planning jurisdiction may include any areas outside of the municipal boundaries that, in the planning commission's judgment, are related to the planning of the municipality.

(2) In the preparation of a master plan, a planning commission shall do all of the following, as applicable:

(a) Make careful and comprehensive surveys and studies of present conditions and future growth within the planning jurisdiction with due regard to its relation to neighboring jurisdictions.

(b) Consult with representatives of adjacent local units of government in respect to their planning so that conflicts in master plans and zoning may be avoided.

(c) Cooperate with all departments of the state and federal governments, public transportation agencies, and other public agencies concerned with programs for economic, social, and physical development within the planning jurisdiction and seek the maximum coordination of the local unit of government's programs with these agencies.

(3) In the preparation of the master plan, the planning commission may meet with other governmental planning commissions or agency staff to deliberate.

(4) In general, a planning commission has such lawful powers as may be necessary to enable it to promote local planning and otherwise carry out the purposes of this act.

History: 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

125.3833 Master plan; land use and infrastructure issues; inclusion of maps, plats, charts, and other related matter; recommendations for physical development; additional subjects; implementation of master street plan or certain elements; specifications; section subject to MCL 125.3881(1); public transportation facilities.

Sec. 33. (1) A master plan must address land use and infrastructure issues and may project 20 years or more into the future. A master plan must include maps, plats, charts, and descriptive, explanatory, and other related matter and must show the planning commission's recommendations for the physical development of the planning jurisdiction.

(2) A master plan must also include those of the following subjects that reasonably can be considered as pertinent to the future development of the planning jurisdiction:

(a) A land use plan that consists in part of a classification and allocation of land for agriculture, residences, commerce, industry, recreation, ways and grounds, subject to subsection (5), public transportation facilities, public buildings, schools, soil conservation, forests, woodlots, open space, wildlife refuges, and other uses and purposes. If a county has not adopted a zoning ordinance under former 1943 PA 183 or the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, a land use plan and program for the county may be a general plan with a generalized future land use map.

(b) The general location, character, and extent of all of the following:

(i) All components of a transportation system and their interconnectivity, including streets and bridges, public transit including public transportation facilities and routes, bicycle facilities, pedestrian ways, freight facilities and routes, port facilities, railroad facilities, and airports, to provide for the safe and efficient movement of people and goods in a manner that is appropriate to the context of the community and, as applicable, considers all legal users of the public right-of-way.

(ii) Waterways and waterfront developments.

(iii) Sanitary sewers and water supply systems.

(iv) Facilities for flood prevention, drainage, pollution prevention, and maintenance of water levels.

(v) Public utilities and structures.

(c) Recommendations as to the general character, extent, and layout of redevelopment or rehabilitation of blighted areas, and the removal, relocation, widening, narrowing, vacating, abandonment, change of use, or extension of streets, grounds, open spaces, buildings, utilities, or other facilities.

(d) For a local unit of government that has adopted a zoning ordinance, a zoning plan for various zoning districts controlling the height, area, bulk, location, and use of buildings and premises. The zoning plan must include an explanation of how the land use categories on the future land use map relate to the districts on the zoning map.

(e) An assessment of the community's existing and forecasted housing demands, with strategies and policies for addressing those demands.

(f) Recommendations for implementing any of the master plan's proposals.

(3) If a master plan is or includes a master street plan or 1 or more elements described in subsection (2)(b)(i), the means for implementing the master street plan or elements in cooperation with the county road commission and the state transportation department must be specified in the master street plan in a manner consistent with the respective powers and duties of and any written agreements between these entities and the municipality.

(4) This section is subject to section 81(1).

(5) The reference to public transportation facilities in subsection (2)(a) only applies to a master plan that is adopted or substantively amended after March 17, 2011.

History: 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 134, Imd. Eff. Aug. 2, 2010;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010;—Am. 2024, Act 153, Eff. Apr. 2, 2025.

125.3835 Subplan; adoption.

Sec. 35. A planning commission may, by a majority vote of the members, adopt a subplan for a geographic area less than the entire planning jurisdiction, if, because of the unique physical characteristics of that area, more intensive planning is necessary for the purposes set forth in section 7.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3837 Metropolitan county planning commission; designation; powers.

Sec. 37. (1) A county board of commissioners may designate the county planning commission as the metropolitan county planning commission. A county planning commission so designated shall perform metropolitan and regional planning whenever necessary or desirable. The metropolitan county planning commission may engage in comprehensive planning, including, but not limited to, the following:

(a) Preparation, as a guide for long-range development, of general physical plans with respect to the pattern and intensity of land use and the provision of public facilities, together with long-range fiscal plans for such development.

(b) Programming of capital improvements based on relative urgency, together with definitive financing plans for the improvements to be constructed in the earlier years of the program.

(c) Coordination of all related plans of local governmental agencies within the metropolitan area or region.

(d) Intergovernmental coordination of all related planning activities among the state and local governmental agencies within the metropolitan area or region.

(2) In addition to the powers conferred by other provisions of this act, a metropolitan county planning commission may apply for, receive, and accept grants from any local, regional, state, or federal governmental

agency and agree to and comply with the terms and conditions of such grants. A metropolitan county planning commission may do any and all things necessary or desirable to secure the financial aid or cooperation of a regional, state, or federal governmental agency in carrying out its functions, when approved by a 2/3 vote of the county board of commissioners.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3839 Master plan; adoption; procedures; notice; submittals; use of electronic mail.

Sec. 39. (1) A master plan shall be adopted under the procedures set forth in this section and sections 41 and 43. A master plan may be adopted as a whole or by successive parts corresponding with major geographical areas of the planning jurisdiction or with functional subject matter areas of the master plan.

(2) Before preparing a master plan, a planning commission shall send to all of the following, by first-class mail or personal delivery, a notice explaining that the planning commission intends to prepare a master plan and requesting the recipient's cooperation and comment:

(a) For any local unit of government undertaking a master plan, the planning commission, or if there is no planning commission, the legislative body, of each municipality located within or contiguous to the local unit of government.

(b) For a county undertaking a master plan, the regional planning commission for the region in which the county is located, if any.

(c) For a county undertaking a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for each county located contiguous to the county.

(d) For a municipality undertaking a master plan, the regional planning commission for the region in which the municipality is located, if there is no county planning commission for the county in which that municipality is located. If there is a county planning commission, the municipal planning commission may consult with the regional planning commission but is not required to do so.

(e) For a municipality undertaking a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for the county in which that municipality is located.

(f) For any local unit of government undertaking a master plan, each public utility company, railroad company, and public transportation agency owning or operating a public utility, railroad, or public transportation system within the local unit of government, and any government entity that registers its name and mailing address for this purpose with the planning commission.

(g) If the master plan will include a master street plan, the county road commission and the state transportation department.

(3) A submittal under section 41 or 43 by or to an entity described in subsection (2) may be made by personal or first-class mail delivery of a hard copy or by electronic mail. However, the planning commission preparing the plan shall not make such submittals by electronic mail unless, in the notice described in subsection (2), the planning commission states that it intends to make such submittals by electronic mail and the entity receiving that notice does not respond by objecting to the use of electronic mail. Electronic mail may contain a link to a website on which the submittal is posted if the website is accessible to the public free of charge.

History: 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

125.3841 Preparation of proposed master plan; submission to legislative body for review and comment; approval required; notice; submission of comments; statements as advisory.

Sec. 41. (1) After preparing a proposed master plan, a planning commission shall submit the proposed master plan to the legislative body for review and comment. The process of adopting a master plan shall not proceed further unless the legislative body approves the distribution of the proposed master plan.

(2) If the legislative body approves the distribution of the proposed master plan, it shall notify the secretary of the planning commission, and the secretary of the planning commission shall submit, in the manner provided in section 39(3), a copy of the proposed master plan, for review and comment, to all of the following:

(a) For any local unit of government proposing a master plan, the planning commission, or if there is no planning commission, the legislative body, of each municipality located within or contiguous to the local unit of government.

(b) For a county proposing a master plan, the regional planning commission for the region in which the county is located, if any.

(c) For a county proposing a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for each county located contiguous to the county.

(d) For a municipality proposing a master plan, the regional planning commission for the region in which the municipality is located, if there is no county planning commission for the county in which that local unit of government is located. If there is a county planning commission, the secretary of the municipal planning commission may submit a copy of the proposed master plan to the regional planning commission but is not required to do so.

(e) For a municipality proposing a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for the county in which that municipality is located. The secretary of the municipal planning commission shall concurrently submit to the county planning commission, in the manner provided in section 39(3), a statement that the requirements of subdivision (a) have been met or, if there is no county planning commission, shall submit to the county board of commissioners, in the manner provided in section 39(3), a statement that the requirements of subdivisions (a) and (d) have been met. The statement shall be signed by the secretary and shall include the name and address of each planning commission or legislative body to which a copy of the proposed master plan was submitted under subdivision (a) or (d), as applicable, and the date of submittal.

(f) For any local unit of government proposing a master plan, each public utility company, railroad company, and public transportation agency owning or operating a public utility, railroad, or public transportation system within the local unit of government, and any government entity that registers its name and address for this purpose with the secretary of the planning commission. An entity described in this subdivision that receives a copy of a proposed master plan, or of a final master plan as provided in section 43(5), shall reimburse the local unit of government for any copying and postage costs thereby incurred.

(g) If the proposed master plan is or includes a proposed master street plan, the county road commission and the state transportation department.

(3) An entity described in subsection (2) may submit comments on the proposed master plan to the planning commission in the manner provided in section 39(3) within 63 days after the proposed master plan was submitted to that entity under subsection (2). If the county planning commission or the county board of commissioners that receives a copy of a proposed master plan under subsection (2)(e) submits comments, the comments shall include, but need not be limited to, both of the following, as applicable:

(a) A statement whether the county planning commission or county board of commissioners considers the proposed master plan to be inconsistent with the master plan of any municipality or region described in subsection (2)(a) or (d).

(b) If the county has a county master plan, a statement whether the county planning commission considers the proposed master plan to be inconsistent with the county master plan.

(4) The statements provided for in subsection (3)(a) and (b) are advisory only.

History: 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

125.3843 Proposed master plan; public hearing; notice; approval by resolution of planning commission; statement; submission of copy of master plan to legislative body; approval or rejection by legislative body; procedures; submission of adopted master plan to certain entities.

Sec. 43. (1) Before approving a proposed master plan, a planning commission shall hold not less than 1 public hearing on the proposed master plan. The hearing shall be held after the expiration of the deadline for comment under section 41(3). The planning commission shall give notice of the time and place of the public hearing not less than 15 days before the hearing by publication in a newspaper of general circulation within the local unit of government. The planning commission shall also submit notice of the public hearing in the manner provided in section 39(3) to each entity described in section 39(2). This notice may accompany the proposed master plan submitted under section 41.

(2) The approval of the proposed master plan shall be by resolution of the planning commission carried by the affirmative votes of not less than 2/3 of the members of a city or village planning commission or not less than a majority of the members of a township or county planning commission. The resolution shall refer expressly to the maps and descriptive and other matter intended by the planning commission to form the master plan. A statement recording the planning commission's approval of the master plan, signed by the chairperson or secretary of the planning commission, shall be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map. Following approval of the proposed master plan by the planning commission, the secretary of the planning commission shall submit a copy of the master plan to the legislative body.

(3) Approval of the proposed master plan by the planning commission under subsection (2) is the final step for adoption of the master plan, unless the legislative body by resolution has asserted the right to approve or

reject the master plan. In that case, after approval of the proposed master plan by the planning commission, the legislative body shall approve or reject the proposed master plan. A statement recording the legislative body's approval of the master plan, signed by the clerk of the legislative body, shall be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map.

(4) If the legislative body rejects the proposed master plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed master plan. The planning commission shall consider the legislative body's objections and revise the proposed master plan so as to address those objections. The procedures provided in subsections (1) to (3) and this subsection shall be repeated until the legislative body approves the proposed master plan.

(5) Upon final adoption of the master plan, the secretary of the planning commission shall submit, in the manner provided in section 39(3), copies of the adopted master plan to the same entities to which copies of the proposed master plan were required to be submitted under section 41(2).

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3845 Extension, addition, revision, or other amendment to master plan; adoption; procedures; review and findings.

Sec. 45. (1) An extension, addition, revision, or other amendment to a master plan shall be adopted by following the procedure under sections 39, 41, and 43, subject to all of the following:

(a) Any of the following amendments to a master plan may be made without following the procedure under sections 39, 41, and 43:

(i) A grammatical, typographical, or similar editorial change.

(ii) A title change.

(iii) A change to conform to an adopted plat.

(b) Subject to subdivision (a), the review period provided for in section 41(3) shall be 42 days instead of 63 days.

(c) When a planning commission sends notice to an entity under section 39(2) that it intends to prepare a subplan, the notice may indicate that the local unit of government intends not to provide that entity with further notices of or copies of proposed or final subplans otherwise required to be submitted to that entity under section 39, 41, or 43. Unless the entity responds that it chooses to receive notice of subplans, the local unit of government is not required to provide further notice of subplans to that entity.

(2) At least every 5 years after adoption of a master plan, a planning commission shall review the master plan and determine whether to commence the procedure to amend the master plan or adopt a new master plan. The review and its findings shall be recorded in the minutes of the relevant meeting or meetings of the planning commission.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3847 Part of county master plan covering incorporated area; adoption by appropriate city or village required; exception.

Sec. 47. (1) Subject to subsection (2), a part of a county master plan covering an incorporated area within the county shall not be recognized as the official master plan or part of the official master plan for that area unless adopted by the appropriate city or village in the manner prescribed by this act.

(2) Subsection (1) does not apply if the incorporated area is subject to county zoning pursuant to the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, and a contract under the urban cooperation act, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3849 City or village planning department; authority to submit proposed master plan, or proposed extension, addition, revision, or other amendment.

Sec. 49. (1) This act does not alter the authority of a planning department of a city or village created by charter to submit a proposed master plan, or a proposed extension, addition, revision, or other amendment to a master plan, to the planning commission, whether directly or indirectly as provided by charter.

(2) Subsection (1) notwithstanding, a planning commission described in subsection (1) shall comply with the requirements of this act.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3851 Public interest and understanding; promotion.

Sec. 51. (1) To promote public interest in and understanding of the master plan, a planning commission may publish and distribute copies of the master plan or of any report, and employ other means of publicity and education.

(2) A planning commission shall consult with and advise public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens concerning the promotion or implementation of the master plan.

History: 2008, Act 33, Eff. Sept. 1, 2008.

ARTICLE IV.

SPECIAL PROVISIONS, INCLUDING CAPITAL IMPROVEMENTS AND SUBDIVISION REVIEW

125.3861 Construction of certain projects in area covered by municipal master plan; approval; initiation of work on project; requirements; report and advice.

Sec. 61. (1) A street; square, park, playground, public way, ground, or other open space; or public building or other structure shall not be constructed or authorized for construction in an area covered by a municipal master plan unless the location, character, and extent of the street, public way, open space, structure, or utility have been submitted to the planning commission by the legislative body or other body having jurisdiction over the authorization or financing of the project and has been approved by the planning commission. The planning commission shall submit its reasons for approval or disapproval to the body having jurisdiction. If the planning commission disapproves, the body having jurisdiction may overrule the planning commission by a vote of not less than 2/3 of its entire membership for a township that on the enactment date of this act had a planning commission created under former 1931 PA 285, or for a city or village, or by a vote of not less than a majority of its membership for any other township. If the planning commission fails to act within 35 days after submission of the proposal to the planning commission, the project shall be considered to be approved by the planning commission.

(2) Following adoption of the county plan or any part of a county plan and the certification by the county planning commission to the county board of commissioners of a copy of the plan, work shall not be initiated on any project involving the expenditure of money by a county board, department, or agency for the acquisition of land, the erection of structures, or the extension, construction, or improvement of any physical facility by any county board, department, or agency unless a full description of the project, including, but not limited to, its proposed location and extent, has been submitted to the county planning commission and the report and advice of the planning commission on the proposal have been received by the county board of commissioners and by the county board, department, or agency submitting the proposal. However, work on the project may proceed if the planning commission fails to provide in writing its report and advice upon the proposal within 35 days after the proposal is filed with the planning commission. The planning commission shall provide copies of the report and advice to the county board, department, or agency sponsoring the proposal.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3863 Approval of construction project before effective date of act; rescission of authorization; failure of planning commission to act within certain period of time.

Sec. 63. If the opening, widening, or extension of a street, or the acquisition or enlargement of any square, park, playground, or other open space has been approved by a township planning commission that was created before the effective date of this act under former 1931 PA 285 or by a city or village planning commission and authorized by the legislative body as provided under section 61, the legislative body shall not rescind its authorization unless the matter has been resubmitted to the planning commission and the rescission has been approved by the planning commission. The planning commission shall hold a public hearing on the matter. The planning commission shall submit its reasons for approval or disapproval of the rescission to the legislative body. If the planning commission disapproves the rescission, the legislative body may overrule the planning commission by a vote of not less than 2/3 of its entire membership. If the planning commission fails to act within 63 days after submission of the proposed rescission to the planning commission, the proposed rescission shall be considered to be approved by the planning commission.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3865 Capital improvements program of public structures and improvements; preparation; basis.

Sec. 65. (1) To further the desirable future development of the local unit of government under the master plan, a planning commission, after adoption of a master plan, shall annually prepare a capital improvements

program of public structures and improvements, unless the planning commission is exempted from this requirement by charter or otherwise. If the planning commission is exempted, the legislative body either shall prepare and adopt a capital improvements program, separate from or as a part of the annual budget, or shall delegate the preparation of the capital improvements program to the chief elected official or a nonelected administrative official, subject to final approval by the legislative body. The capital improvements program shall show those public structures and improvements, in the general order of their priority, that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period. The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission with lists, plans, and estimates of time and cost of those public structures and improvements.

(2) Any township may prepare and adopt a capital improvement program. However, subsection (1) is only mandatory for a township if the township, alone or jointly with 1 or more other local units of government, owns or operates a water supply or sewage disposal system.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3867 Programs for public structures and improvements; recommendations.

Sec. 67. A planning commission may recommend to the appropriate public officials programs for public structures and improvements and for the financing thereof, regardless of whether the planning commission is exempted from the requirement to prepare a capital improvements program under section 65.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3869 Copy of zoning ordinance and amendments; request by county planning commission for submission by municipal planning commission.

Sec. 69. If a municipal planning commission has zoning duties pursuant to section 83 and the municipality has adopted a zoning ordinance, the county planning commission, if any, may, by first-class mail or personal delivery, request the municipal planning commission to submit to the county planning commission a copy of the zoning ordinance and any amendments. The municipal planning commission shall submit the requested documents to the county planning commission within 63 days after the request is received and shall submit any future amendments to the zoning ordinance within 63 days after the amendments are adopted. The municipal planning commission may submit a zoning ordinance or amendment under this subsection electronically.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3871 Recommendations for ordinances or rules governing subdivision of land; public hearing; notice; action on proposed plat; approval, approval with conditions, or disapproval by planning commission; approval of plat as amendment to master plan.

Sec. 71. (1) A planning commission may recommend to the legislative body provisions of an ordinance or rules governing the subdivision of land authorized under section 105 of the land division act, 1967 PA 288, MCL 560.105. If a township is subject to county zoning consistent with section 209 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3209, or a city or village is subject to county zoning pursuant to the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, and a contract under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536, the county planning commission may recommend to the legislative body of the municipality provisions of an ordinance or rules governing the subdivision of land authorized under section 105 of the land division act, 1967 PA 288, MCL 560.105. A planning commission may proceed under this subsection on its own initiative or upon request of the appropriate legislative body.

(2) Recommendations for a subdivision ordinance or rule may address plat design, including the proper arrangement of streets in relation to other existing or planned streets and to the master plan; adequate and convenient open spaces for traffic, utilities, access of firefighting apparatus, recreation, light, and air; and the avoidance of congestion of population, including minimum width and area of lots. The recommendations may also address the extent to which streets shall be graded and improved and to which water and sewer and other utility mains, piping, or other facilities shall be installed as a condition precedent to the approval of a plat.

(3) Before recommending an ordinance or rule described in subsection (1), the planning commission shall hold a public hearing on the proposed ordinance or rule. The planning commission shall give notice of the time and place of the public hearing not less than 15 days before the hearing by publication in a newspaper of general circulation within the local unit of government.

(4) If a municipality has adopted a master plan or master street plan, the planning commission of that

municipality shall review and make recommendations on plats before action thereon by the legislative body under section 112 of the land division act, 1967 PA 288, MCL 560.112. If a township is subject to county zoning consistent with section 209 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3209, or a city or village is subject to county zoning pursuant to the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, and a contract under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536, and the municipality has adopted a master plan or master street plan, the county planning commission shall also review and make recommendations on plats before action thereon by the legislative body of the municipality under section 112 of the land division act, 1967 PA 288, MCL 560.112.

(5) A planning commission shall not take action on a proposed plat without affording an opportunity for a public hearing thereon. A plat submitted to the planning commission shall contain the name and address of the proprietor or other person to whom notice of a hearing shall be sent. Not less than 15 days before the date of the hearing, notice of the date, time, and place of the hearing shall be sent to that person at that address by mail and shall be published in a newspaper of general circulation in the municipality. Similar notice shall be mailed to the owners of land immediately adjoining the proposed platted land.

(6) A planning commission shall recommend approval, approval with conditions, or disapproval of a plat within 63 days after the plat is submitted to the planning commission. If applicable standards under the land division act, 1967 PA 288, MCL 560.101 to 560.293, and an ordinance or published rules governing the subdivision of land authorized under section 105 of that act, MCL 560.105, are met, the planning commission shall recommend approval of the plat. If the planning commission fails to act within the required period, the plat shall be considered to have been recommended for approval, and a certificate to that effect shall be issued by the planning commission upon request of the proprietor. However, the proprietor may waive this requirement and consent to an extension of the 63-day period. The grounds for any recommendation of disapproval of a plat shall be stated upon the records of the planning commission.

(7) A plat approved by a municipality and recorded under section 172 of the land division act, 1967 PA 288, MCL 560.172, shall be considered to be an amendment to the master plan and a part thereof. Approval of a plat by a municipality does not constitute or effect an acceptance by the public of any street or other open space shown upon the plat.

History: 2008, Act 33, Eff. Sept. 1, 2008.

ARTICLE V.

TRANSITIONAL PROVISIONS AND REPEALER

125.3881 Plan adopted or amended under planning act repealed under MCL 125.3885; effect; city or home rule village charter provision creating planning commission or ordinance implementing provision before effective date of act; ordinance creating planning commission under former law; ordinance or rules governing subdivision of land.

Sec. 81. (1) Unless rescinded by the local unit of government, any plan adopted or amended under a planning act repealed under section 85 need not be readopted under this act but continues in effect as a master plan under this act, regardless of whether it is entitled a master plan, basic plan, county plan, development plan, guide plan, land use plan, municipal plan, township plan, plan, or any other term. This includes, but is not limited to, a plan prepared by a planning commission and adopted before the effective date of this act to satisfy the requirements of section 1 of the former city and village zoning act, 1921 PA 207, section 3 of the former township zoning act, 1943 PA 184, section 3 of the former county zoning act, 1943 PA 183, or section 203(1) of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3203. The master plan is subject to the requirements of this act, including, but not limited to, the requirement for periodic review under section 45(2) and the amendment procedures set forth in this act. However, the master plan is not subject to the requirements of section 33 until it is first amended under this act.

(2) Unless repealed, a city or home rule village charter provision creating a planning commission before the effective date of this act and any ordinance adopted before the effective date of this act implementing that charter provision continues in effect under this act, and the planning commission need not be newly created by an ordinance adopted under this act. However, both of the following apply:

(a) The legislative body may by ordinance increase the powers and duties of the planning commission to correspond with the powers and duties of a planning commission created under this act. Provisions of this act regarding planning commission powers and duties do not otherwise apply to a planning commission created by charter before the effective date of this act and provisions of this act regarding planning commission membership, appointment, and organization do not apply to such a planning commission. All other provisions of this act, including, but not limited to, provisions regarding planning commission selection of officers,

meetings, rules, records, appointment of employees, contracts for services, and expenditures, do apply to such a planning commission.

(b) The legislative body shall amend any ordinance adopted before the effective date of this act to implement the charter provision, or repeal the ordinance and adopt a new ordinance, to fully conform to the requirements of this act made applicable by subdivision (a), by the earlier of the following dates:

(i) The date when an amendatory or new ordinance is first adopted under this act for any purpose.

(ii) July 1, 2011.

(3) Unless repealed, an ordinance creating a planning commission under former 1931 PA 285 or former 1945 PA 282 or a resolution creating a planning commission under former 1959 PA 168 continues in effect under this act, and the planning commission need not be newly created by an ordinance adopted under this act. However, all of the following apply:

(a) Beginning on the effective date of this act, the duties of the planning commission are subject to the requirements of this act.

(b) The legislative body shall amend the ordinance, or repeal the ordinance or resolution and adopt a new ordinance, to fully conform to the requirements of this act by the earlier of the following dates:

(i) The date when an amendatory or new ordinance is first adopted under this act for any purpose.

(ii) July 1, 2011.

(c) An ordinance adopted under subdivision (b) is not subject to referendum.

(4) Unless repealed or rescinded by the legislative body, an ordinance or published rules governing the subdivision of land authorized under section 105 of the land division act, 1967 PA 288, MCL 560.105, need not be readopted under this act or amended to comply with this act but continue in effect under this act. However, if amended, the ordinance or published rules shall be amended under the procedures of this act.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3883 Transfer of powers, duties, and records.

Sec. 83. (1) If, on the effective date of this act, a planning commission had the powers and duties of a zoning board or zoning commission under the former city and village zoning act, 1921 PA 207, the former county zoning act, 1943 PA 183, or the former township zoning act, 1943 PA 184, and under the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, the planning commission may continue to exercise those powers and duties without amendment of the ordinance, resolution, or charter provision that created the planning commission.

(2) If, on the effective date of this act, a local unit of government had a planning commission without zoning authority created under former 1931 PA 285, former 1945 PA 282, or former 1959 PA 168, the legislative body may by amendment to the ordinance creating the planning commission, or, if the planning commission was created by resolution, may by resolution, transfer to the planning commission all the powers and duties provided to a zoning board or zoning commission created under the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702. If an existing zoning board or zoning commission in the local unit of government is nearing the completion of its draft zoning ordinance, the legislative body shall postpone the transfer of the zoning board's or zoning commission's powers, duties, and records until the completion of the draft zoning ordinance, but is not required to postpone the transfer more than 1 year.

(3) If, on or after the effective date of this act, a planning commission is created in a local unit of government that has had a zoning board or zoning commission since before the effective date of this act, the legislative body shall transfer all the powers, duties, and records of the zoning board or zoning commission to the planning commission before July 1, 2011. If the existing zoning board or zoning commission is nearing the completion of its draft zoning ordinance, the legislative body may, by resolution, postpone the transfer of the zoning board's or zoning commission's powers, duties, and records until the completion of the draft zoning ordinance, but not later than until 1 year after creation of the planning commission or July 1, 2011, whichever comes first.

History: 2008, Act 33, Eff. Sept. 1, 2008.

125.3885 Repeal of certain acts.

Sec. 85. (1) The following acts are repealed:

(a) 1931 PA 285, MCL 125.31 to 125.45.

(b) 1945 PA 282, MCL 125.101 to 125.115.

(c) 1959 PA 168, MCL 125.321 to 125.333.

(2) Any plan adopted or amended under an act repealed under subsection (1) is subject to section 81(1).

History: 2008, Act 33, Eff. Sept. 1, 2008.



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Planning & Zoning - Zoning assistance to Little Traverse Township

SUMMARY:

Emmet County P&Z department provides zoning administrative services to Little Traverse Township through a Memorandum of Understanding. This administrative function has worked well for Little Traverse Township and Emmet County for zoning administration for decades.

Emmet County legal counsel has advised that the document used to authorize the activities should be an Intergovernmental Agreement. A draft agreement has been prepared for consideration. The prior memorandum of understanding is attached for reference.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the Little Traverse Township Zoning Services Agreement and authorize the Board Chairperson to sign the same.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Little Traverse Township Draft Agreement for zoning services
- ▣ Little Traverse Township Memorandum of Understanding

**INTERGOVERNMENTAL AGREEMENT BETWEEN
EMMET COUNTY THROUGH ITS PLANNING AND ZONING OFFICE
AND THE TOWNSHIP OF LITTLE TRAVERSE
FOR ZONING ADMINISTRATION SERVICES**

This Zoning Administrative Services Intergovernmental Agreement, ("Agreement") is made and entered into between the **Township of Little Traverse** a Michigan municipal corporation, whose address is 8288 S. Pleasantview Road, Harbor Springs, Michigan 49740 ("Township") and **Emmet County**, a Michigan County, whose address is 200 Division Street, Petoskey, Michigan 49770 ("County"). Township and County may be referred to individually as a ("Party") and jointly as the ("Parties")

PURPOSE OF AGREEMENT

Township and County enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et. seq.* for the purpose of delineating the responsibility of the Parties regarding Zoning Administrative Services. The Township has adopted the Township of Little Traverse Zoning Ordinance and wishes to utilize staff of the County Planning and Zoning Department ("E.C.P.Z.") to perform certain limited zoning administrative functions on behalf of the Township.

The E.C.P.Z. is authorized to provide certain zoning functions within Emmet County, but absent an Agreement such as this, has no responsibility to provide Zoning Administrative Services for Township. Township desires to contract with the E.C.P.Z. for such Zoning Administrative Services. The County is agreeable to providing Zoning Administrative Services for Township under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Definitions.** The following words, when printed with the first letter capitalized, shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:
 - 1.1. "Applicant"** means the individual or entity who submits an Application.
 - 1.2. "Application"** means an application made to Township for a zoning permit.
 - 1.3. "Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
 - 1.4. "Emmet County Planning and Zoning" ("E.C.P.Z.")** means the County and the Emmet County Planning and Zoning jointly.
 - 1.5. "Ordinance"** means the Township of Little Traverse Zoning Ordinance adopted August 5, 1991, as amended.

- 1.6. "Zoning Administrative Services"** means providing assistance in the issuance of zoning permits in accordance with the terms of this Agreement.
- 2. County Responsibilities.** The E.C.P.Z. will provide Zoning Administrative Services in a manner consistent with the Ordinance, the Michigan Zoning Enabling Act, the Michigan Planning Enabling Act and other laws applicable to zoning reviews. E.C.P.Z. will assist the Township to review Applications and issue Township zoning permits for single-family residential uses and structures (residential accessory buildings) in cases where E.C.P.Z. determines that the plot plan submitted with the Application meets the standards of the Ordinance. When E.C.P.Z. determines that the plot plan does not meet the standards of the Ordinance or requires an interpretation of the Ordinance, E.C.P.Z. will forward the Application and an explanation of the deficiencies or required interpretation to the Township's zoning administrator. E.C.P.Z. will not issue a zoning permit to an Applicant until the Applicant has obtained written approval of the Township's zoning administrator. When E.C.P.Z. receives the information required in Section 4.5 from the Township for permits requiring further action, it will issue a zoning permit.
- 3. County Permit Fee.** E.C.P.Z. shall charge Applicants the same zoning permit fee amount that is applicable to and in effect for County zoning permits. County shall retain all fees collected from Applications. There shall be no charge from the County to the Township for Zoning Administrative Services.
- 4. Township Responsibilities:** The Township shall be solely responsible for the following activities:
- 4.1.** Interpreting and Enforcing its Ordinances.
 - 4.2.** Reviewing all sign matters.
 - 4.3** Applications requiring site plan review, special use permits variances or other special reviews.
 - 4.4.** Addressing disputes from Applicants.
 - 4.5** Providing information to E.C.P.Z. as follows: The Township shall provide E.C.P.Z. with a record of approval from the Township for Applications requiring site plan review, special use permit, a variance or other special review by the Township. The record shall include a copy of the approved site plan, minutes of the Township meeting(s) where approval was given, and all other information relating to the Township approval. The Township shall also provide E.C.P.Z. with additional information that may be needed by E.C.P.Z. to review Applications.
- 5. No Warranty, Promise, or Guarantee.** The E.C.P.Z. will make every reasonable effort to provide Zoning Administrative Services following state law and the policies and procedures of the E.C.P.Z. However, this Agreement shall not be interpreted to include any warranty, promise, or guarantee, either express or implied, direct or indirect, or of any kind whatsoever in favor of the Township or any other person that the E.C.P.Z.'s provision of Zoning Administrative Services under this Agreement will be error free or result in any specific performance-based outcome.

6. **No Third-Party Beneficiaries.** The sole and exclusive purpose of this Agreement is for the E.C.P.Z. to provide Zoning Administrative Services for the Township. This Agreement does not create any specific, direct or indirect obligation, duty, promise, benefit, or special right to the general public.
7. **Term.** This Agreement will become effective at 12:00:00 A.M._____,2025 ("Effective Date") and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on_____, 202_,("Expiration Date"). However, the Parties may agree prior to the Expiration Date, to extend this Agreement for two additional one (1) year extensions. Upon the expiration of this Agreement, all further obligations of the E.C.P.Z. to provide Zoning Administrative Services to the Township under the terms of this Agreement shall end.
8. **Termination.** Any Party may terminate this Agreement before its Expiration Date by providing written notice to all other Parties at least thirty (30) days prior to the proposed termination date, which must be clearly stated in the written notice. Upon the termination of this Agreement, all further obligations of the E.C.P.Z. to provide Zoning Administrative Services to the Township under the terms of this Agreement shall end.
9. **Independent Contractor Status.** Neither the E.C.P.Z. nor any County employee by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the Township. No Township employee shall be considered or claimed to be an employee of County. At all times and for all purposes under the terms of this Agreement, the County's legal status and relationship to the Township shall be that of an independent contractor.
10. **Expenses Paid by E.C.P.Z.** Except as expressly provided otherwise in this Agreement, the County is solely and exclusively responsible for providing all tools, automobiles and any and all other equipment, training, professional expenses that the E.C.P.Z., in its sole judgment, deems required or beneficial for the completion of any E.C.P.Z.'s duty under the terms of this Agreement.
11. **Dispute Resolution.** Both Parties agree that they will use their best efforts to resolve disputes, questions, or concerns pertaining to this Agreement through discussions between the Director of E.C.P.Z. and the Township Supervisor if needed, between the signatories of this Agreement or their designees.
12. **No Transfer, Delegation, or Assignment of Township's Duties.** Except as expressly provided for in this Agreement, this Agreement does not, and is not intended to, transfer, delegate, or assign to the County any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the Township under existing law.
13. **Assurances.**
 - 13.1 **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

- 13.2 Responsibility for Attorney Fees and Costs.** Each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 13.3 No Indemnification.** Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party except as expressly provided herein.
- 13.4 Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 14. Approval of Agreement and Amendments Required.** This Agreement and any subsequent amendments shall not become effective prior to the approval by the Emmet County Board of Commissioners and the Alanson Township Council. An executed copy of this Agreement shall be filed with the Emmet County Clerk and with the Secretary of State for the State of Michigan.
- 15. New Agreement Required to Continue Zoning Administrative Services Beyond Expiration Date.** If the Township wishes to enter into a new agreement for Zoning Administrative Services prior to the Expiration Date of this Agreement, it will notify the E.C.P.Z., in writing, of this intent no later than ninety (90) days prior to the Expiration Date. This paragraph does not obligate the E.C.P.Z. or the Township to continue any Agreement for any Zoning Administrative Services beyond the Expiration Date of this Agreement unless the Parties execute a new Agreement.
- 16. Notices.** The Parties will send all correspondence and written notices required or permitted by this Agreement to the Clerk of the other Party, by first class mail or personal delivery to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- 17. Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Jurisdiction and Venue for any dispute under this Agreement shall be in Emmet County.
- 18. Waiver.** Waiver of any term or condition under this Agreement must be in writing and notice given pursuant to this Agreement. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.
- 19. Force Majeure.** Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural

disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties (h) pandemic or other health emergency; or (i) compliance with law. Reasonable notice shall be given to the affected Party of such event.

- 20. Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 21. Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
- 22. Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the E.C.P.Z.'s provision of Zoning Administrative Services to the Township. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties in any way related to the subject matter hereof.

IN WITNESS WHEREOF, the below signatories hereby acknowledges that he/she has been authorized by to execute this Agreement on behalf of their respective Parties and hereby accept and binds their respective Parties to the terms and conditions of the Agreement.

TOWNSHIP OF LITTLE TRAVERSE

Date

By: William Dohm, Supervisor
Little Traverse Township Board

EMMET COUNTY

Date

By: David White, Chairperson,
Emmet County Board of Commissioners

**MEMORANDUM OF UNDERSTANDING
REGARDING PROCESSING OF ZONING PERMITS**

WHEREAS, pursuant to statute, on or about June 14, 1975, **Little Traverse Township** ("Township") adopted the Township of Little Traverse, Emmet County, Zoning Ordinance, which has been amended from time to time; and

WHEREAS, the Township wishes to utilize staff of the Emmet County Office of Planning, Zoning and Construction Resources ("Office") to perform certain limited zoning administrative functions on behalf of the Township; and

WHEREAS, the Township and the County of Emmet ("County") believe that a consolidation of their resources will be economically beneficial to each of them, and will promote efficient service to the public.

The Township and County understand and agree:

The Office will assist the Township to review zoning permit applications and issue Township zoning permits for residential uses and structures in cases where there is no question that the plot plan submitted with the application meets the standards of the Township's Zoning Ordinance. When there is a question regarding compliance with the Ordinance, the Office will not issue a zoning permit to an applicant until the applicant has obtained written approval of the Township's zoning administrator. All such disputes must be resolved by the applicant with the Township.

Applications for zoning permits that require site plan review, a special use permit, a variance, or other special review will be processed by the Township. Upon receipt by the Office of the record of approval by the Township, including a copy of the approved site plan and minutes of the Township meeting at which the approval was given, the Office will process the zoning permit.

The County will charge zoning permit fees to applicants in accordance with the County's established fee structure. There will be no charge from the County to the Township. All fees collected by the County will be retained by the County.

The Township will be solely responsible for review of all signs.

The Township will be solely responsible for the interpretation and enforcement of its Zoning Ordinance.

Nothing in this Memorandum of Understanding is to be interpreted to alter or limit the roles and responsibilities of the Township and County under the Michigan Zoning Enabling Act, the Michigan Planning Enabling Act, or any other applicable law.

For purposes of this Memorandum, the relationship of the County to the Township will be that of an independent contractor. County personnel providing services to the Township under this Agreement will remain at all times employees of the County.

To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, liabilities, judgments, costs, damages, expenses, and attorney fees that may arise from its performance under this Memorandum. This indemnification will survive the termination of this Memorandum.

Each party will maintain in effect during the term of this Memorandum comprehensive general liability insurance that will be the primary source of coverage for acts or omissions of the party, its officers, employees and agents in its performance under this Memorandum. Each party will provide the other, upon request, with an appropriate certificate evidencing such insurance.

The parties will not unlawfully discriminate against a person to be served, or any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, pregnancy, protected activity, or genetic information, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these provisions may be regarded as a material breach of this Memorandum of Understanding.

Either party may terminate this arrangement at any time upon written notice to the other party.

LITTLE TRAVERSE TOWNSHIP

Dated _____

Lynda L. Arman, Clerk

COUNTY OF EMMET

Dated _____

James E. Tamlyn, Chairperson
Emmet County Board of Commissioners



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Planning & Zoning - Zoning assistance to Village of Alanson

SUMMARY:

The Village of Alanson has requested assistance in administering its Zoning Ordinance. Emmet County P&Z department provides similar services to Little Traverse Township. The Village Council has authorized moving forward with an agreement. Staff has reviewed the permit load and feel that there would be minimal additional time spent in assisting the Village. This will be a benefit to the citizens as they will have access to full-time staff to assist in answering basic zoning questions. The Village has contracted with Beckett & Raeder for zoning matters requiring additional assistance (i.e. Special Use Permits, rezoning and variance reviews). A draft agreement has been prepared by legal counsel for consideration.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the Village of Alanson Zoning Services Agreement and authorize the Board Chairperson to sign the same.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Village of Alanson Zoning Services Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
EMMET COUNTY THROUGH ITS PLANNING AND ZONING OFFICE
AND THE VILLAGE OF ALANSON
FOR ZONING ADMINISTRATION SERVICES**

This Zoning Administrative Services Intergovernmental Agreement, ("Agreement") is made and entered into between the **Village of Alanson** a Michigan municipal corporation, whose address is 7631 U.S. N., P.O. Box 425, Alanson, Michigan 49706 ("Village") and **Emmet County**, a Michigan County, whose address is 200 Division Street, Petoskey, Michigan 49770 ("County"). Village and County may be referred to individually as a ("Party") and jointly as the ("Parties")

PURPOSE OF AGREEMENT

Village and County enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et. seq.* for the purpose of delineating the responsibility of the Parties regarding Zoning Administrative Services. The Village has adopted the Village of Alanson Zoning Ordinance and wishes to utilize staff of the County Planning and Zoning Department ("E.C.P.Z.") to perform certain limited zoning administrative functions on behalf of the Village.

The E.C.P.Z. is authorized to provide certain zoning functions within Emmet County, but absent an Agreement such as this, has no responsibility to provide Zoning Administrative Services for Village. Village desires to contract with the E.C.P.Z. for such Zoning Administrative Services. The County is agreeable to providing Zoning Administrative Services for Village under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Definitions.** The following words, when printed with the first letter capitalized, shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:
 - 1.1. "Applicant"** means the individual or entity who submits an Application.
 - 1.2. "Application"** means an application made to Village for a zoning permit.
 - 1.3. "Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
 - 1.4. "Emmet County Planning and Zoning" ("E.C.P.Z.")** means the County and the Emmet County Planning and Zoning jointly.
 - 1.5. "Ordinance"** means the Village of Alanson Zoning Ordinance adopted August 5, 1991, as amended.

- 1.6. "Zoning Administrative Services"** means providing assistance in the issuance of zoning permits in accordance with the terms of this Agreement.
- 2. County Responsibilities.** The E.C.P.Z. will provide Zoning Administrative Services in a manner consistent with the Ordinance, the Michigan Zoning Enabling Act, the Michigan Planning Enabling Act and other laws applicable to zoning reviews. E.C.P.Z. will assist the Village to review Applications and issue Village zoning permits for single-family residential uses and structures (residential accessory buildings) in cases where E.C.P.Z. determines that the plot plan submitted with the Application meets the standards of the Ordinance. When E.C.P.Z. determines that the plot plan does not meet the standards of the Ordinance or requires an interpretation of the Ordinance, E.C.P.Z. will forward the Application and an explanation of the deficiencies or required interpretation to the Village's zoning administrator. E.C.P.Z. will not issue a zoning permit to an Applicant until the Applicant has obtained written approval of the Village's zoning administrator. When E.C.P.Z. receives the information required in Section 4.5 from the Village for permits requiring further action, it will issue a zoning permit.
- 3. County Permit Fee.** E.C.P.Z. shall charge Applicants the same zoning permit fee amount that is applicable to and in effect for County zoning permits. County shall retain all fees collected from Applications. There shall be no charge from the County to the Village for Zoning Administrative Services.
- 4. Village Responsibilities:** The Village shall be solely responsible for the following activities:
- 4.1.** Interpreting and Enforcing its Ordinances.
 - 4.2.** Reviewing all sign matters.
 - 4.3** Applications requiring site plan review, special use permits variances or other special reviews.
 - 4.4.** Addressing disputes from Applicants.
 - 4.5** Providing information to E.C.P.Z. as follows: The Village shall provide E.C.P.Z. with a record of approval from the Village for Applications requiring site plan review, special use permit, a variance or other special review by the Village. The record shall include a copy of the approved site plan, minutes of the Village meeting(s) where approval was given, and all other information relating to the Village approval. The Village shall also provide E.C.P.Z. with additional information that may be needed by E.C.P.Z. to review Applications.
- 5. No Warranty, Promise, or Guarantee.** The E.C.P.Z. will make every reasonable effort to provide Zoning Administrative Services following state law and the policies and procedures of the E.C.P.Z. However, this Agreement shall not be interpreted to include any warranty, promise, or guarantee, either express or implied, direct or indirect, or of any kind whatsoever in favor of the Village or any other person that the E.C.P.Z.'s provision of Zoning Administrative Services under this Agreement will be error free or result in any specific performance-based outcome.

6. **No Third-Party Beneficiaries.** The sole and exclusive purpose of this Agreement is for the E.C.P.Z. to provide Zoning Administrative Services for the Village. This Agreement does not create any specific, direct or indirect obligation, duty, promise, benefit, or special right to the general public.
7. **Term.** This Agreement will become effective at 12:00:00 A.M._____,2025 ("Effective Date") and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on_____, 202____,("Expiration Date"). However, the Parties may agree prior to the Expiration Date, to extend this Agreement for two additional one (1) year extensions. Upon the expiration of this Agreement, all further obligations of the E.C.P.Z. to provide Zoning Administrative Services to the Village under the terms of this Agreement shall end.
8. **Termination.** Any Party may terminate this Agreement before its Expiration Date by providing written notice to all other Parties at least thirty (30) days prior to the proposed termination date, which must be clearly stated in the written notice. Upon the termination of this Agreement, all further obligations of the E.C.P.Z. to provide Zoning Administrative Services to the Village under the terms of this Agreement shall end.
9. **Independent Contractor Status.** Neither the E.C.P.Z. nor any County employee by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the Village. No Village employee shall be considered or claimed to be an employee of County. At all times and for all purposes under the terms of this Agreement, the County's legal status and relationship to the Village shall be that of an independent contractor.
10. **Expenses Paid by E.C.P.Z.** Except as expressly provided otherwise in this Agreement, the County is solely and exclusively responsible for providing all tools, automobiles and any and all other equipment, training, professional expenses that the E.C.P.Z., in its sole judgment, deems required or beneficial for the completion of any E.C.P.Z.'s duty under the terms of this Agreement.
11. **Dispute Resolution.** Both Parties agree that they will use their best efforts to resolve disputes, questions, or concerns pertaining to this Agreement through discussions between the Director of E.C.P.Z. and the Clerk of the Village if needed, between the signatories of this Agreement or their designees.
12. **No Transfer, Delegation, or Assignment of Village's Duties.** Except as expressly provided for in this Agreement, this Agreement does not, and is not intended to, transfer, delegate, or assign to the County any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the Village under existing law.
13. **Assurances.**
 - 13.1 **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
 - 13.2 **Responsibility for Attorney Fees and Costs.** Each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- 13.3 No Indemnification.** Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party except as expressly provided herein.
- 13.4 Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 14. Approval of Agreement and Amendments Required.** This Agreement and any subsequent amendments shall not become effective prior to the approval by the Emmet County Board of Commissioners and the Alanson Village Council. An executed copy of this Agreement shall be filed with the Emmet County Clerk and with the Secretary of State for the State of Michigan.
- 15. New Agreement Required to Continue Zoning Administrative Services Beyond Expiration Date.** If the Village wishes to enter into a new agreement for Zoning Administrative Services prior to the Expiration Date of this Agreement, it will notify the E.C.P.Z., in writing, of this intent no later than ninety (90) days prior to the Expiration Date. This paragraph does not obligate the E.C.P.Z. or the Village to continue any Agreement for any Zoning Administrative Services beyond the Expiration Date of this Agreement unless the Parties execute a new Agreement.
- 16. Notices.** The Parties will send all correspondence and written notices required or permitted by this Agreement to the Clerk of the other Party, by first class mail or personal delivery to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- 17. Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Jurisdiction and Venue for any dispute under this Agreement shall be in Emmet County.
- 18. Waiver.** Waiver of any term or condition under this Agreement must be in writing and notice given pursuant to this Agreement. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.
- 19. Force Majeure.** Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties (h) pandemic or other health emergency; or (i) compliance with law. Reasonable notice shall be given to the affected Party of such event.

- 20. Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 21. Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
- 22. Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the E.C.P.Z.'s provision of Zoning Administrative Services to the Village. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties in any way related to the subject matter hereof.

IN WITNESS WHEREOF, the below signatories hereby acknowledges that he/she has been authorized by to execute this Agreement on behalf of their respective Parties and hereby accept and binds their respective Parties to the terms and conditions of the Agreement.

VILLAGE OF ALANSON

Date

By: Jamie Breithaupt, President
Alanson Village Council

EMMET COUNTY

Date

By: David White, Chairperson,
Emmet County Board of Commissioners



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

National Guard Temporary Land Use Agreement

SUMMARY:

This temporary land use agreement is to accommodate a Michigan Army National Guard exercise on June 2nd. The areas the National Guard will be using will be mainly outside the immediate area of the airport perimeter fence and inside the fence at the fuel farm. The goal of airport use for this exercise is to practice mobilization and protection of critical infrastructure. During the exercise time frame, there will also be helicopters on display for the public to tour and information regarding the Michigan National Guard with the public welcome.

RECOMMENDATION:

I recommend Board approval as presented.
Dave Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the temporary land use agreement, between the County of Emmet and the Michigan Army National Guard; as attached and authorize the County Administrator to sign the same on behalf of the entire Board of Commissioners.

Motion - 2nd – Discussion

VOTE: Roll Call :

ATTACHMENTS:

Description

- ▣ Temporary Land Use Agreement

TEMPORARY LEASE AGREEMENT

THIS TEMPORARY LEASE AGREEMENT is entered into by and between the MICHIGAN ARMY NATIONAL GUARD ("MIARNG"), having its headquarters at the 3411 North Martin Luther King Jr. Blvd., Lansing, Michigan and the **County of Emmet** ("OWNER"), for use of the Pellston Regional Airport and McKinley Township Hall (See Enclosure 1 –Venue Management and Participation Package);

WHEREAS, the Owner is vested with ownership rights in certain real property in Emmet County, Michigan, and more aptly described in the attached Enclosure 1 with Property Description ("Premises"), which is suitable for certain military training;

WHEREAS, the MIARNG intends to support a joint domestic military training exercise – Vigilant Guard (aka, Northern Exposure 2025) – occurring in Antrim, Cheboygan, Emmet, and Kalkaska Counties, Michigan, as more aptly described in Enclosure 1;

WHEREAS, the Owner has agreed to allow said use of the Premises by the MIARNG in order to conduct certain exercise training activities and support;

WHEREAS, the military training and support will consist of those tasks that are duly authorized by the Owner, the MIARNG, Mission Briefing Officer, and the Exercise Approval Authority as annotated in Enclosure 1; and

WHEREAS, the military training and support will be conducted in accordance with all applicable Michigan Army National Guard regulations, standards, and policies.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the MIARNG and Owner agree as follows:

1.1 The MIARNG shall have access to and the privilege of use of the Premises for the training activities as stated in Enclosure 1.

1.2 The MIARNG shall be entitled to enter onto and operate on the Premises for the purpose of conducting military training operations for the time period prescribed herein.

1.3 The rights and privileges granted under this Agreement shall continue until and for the period prescribed in this Agreement, or as otherwise terminated, and shall be subject to all of the terms, conditions, and restrictions set forth in this Agreement.

1.4 The MIARNG intends to utilize the Premises in support of training efforts beginning 02 June 2025 at 0800 until 02 June 2025 at 1700.

1.5 The MIARNG shall leave the Premises clean and free of all trash, litter and debris in connection with its support.

1.6 The MIARNG agrees to make no alterations, additions, or modifications to the Premises.

1.7 The Owner understands, acknowledges and agrees that claims for damage to the Premises specifically caused by MIARNG operations under this Agreement must be processed under applicable Federal and State law, to include processing any said claims *via* the Army claims procedures and/or State claims procedures. The Owner agrees that the MIARNG shall not be responsible for damage caused by other agencies or local authorities.

1.8 Any and all support activities and operations conducted by the MIARNG at or within the Premises shall be governed by and conducted in compliance with any and all applicable laws, policies, and regulations, including without limitation applicable security and environmental protection laws and regulations.

1.9 The MIARNG may attach fixtures or signs and/or erect temporary structures in or upon the Premises for the purposes of the training, which shall be the property of the MIARNG and removed at completion of the training operation.

2.0 The Owner acknowledges and agrees that ordinary wear and tear is based on the customary use of the Premises, and not the use resulting from the training.

2.1 Owner shall make reasonable efforts to notify the MIARNG of any known changes to the physical attributes of the Premises, which could impact operations or any potential hazards which may have arisen.

2.2 Either party may terminate or modify this agreement as follows:

(1) Suspend or revoke access and use by the MIARNG of specific areas of the Premises upon two (2) days written notice to the MIARNG; and/or

(2) Terminate this Agreement in its entirety by providing ten (10) days written notice to the other party.

2.3 This Agreement is made between the Owner and the MIARNG in accordance with the terms stated herein, and is not made with an inference of continued remuneration between the parties beyond the terms and conditions as herein stated or agreed upon.

2.4 The parties agree and acknowledge that members of the MIARNG on the Owner's Premises will be conducting military support operations in a federally-funded duty status pursuant to the provisions of Title 32 U.S.C § 502 and the Federal Tort Claims Act (FTCA).

2.5 Damages or injuries due to the actions or negligence of MIARNG personnel acting within the official scope of their duties may be pursued against the United States under the provisions of the FTCA.

2.6 Any and all claims for damages or otherwise must be made under the FTCA and/or filed with the closest Army claims office, Fort Knox, KY.

2.7 Injuries suffered by a member of the MIARNG while training on the Premises shall be covered by applicable Federal and State laws.

2.8 The MIARNG shall take all reasonable precautions to prevent damage to the Premises and will take all reasonable actions necessary to prevent any damage, not to include

normal wear and tear; and to prevent spills of any hazardous or toxic substances thereon, and to take all reasonable actions necessary to immediately contain, cleanup and remove any such spillage.

2.7 The parties agree that the rights granted under this Agreement shall not create in the MIARNG, or any user or personnel, any interest in the Premises, nor shall that use ripen into adverse possession.

2.8 The parties further agree that the uses authorized herein shall not alter the Premise or the status of the land to make it unsuitable for its intended purpose and use.

2.9 All questions as to the execution, validity, interpretation, construction, and performance of this Agreement or any of its terms shall be governed by the laws of the State of Michigan.

3.0 Any suit, action or proceeding with respect to this Agreement may only be brought in Federal District Court situated in Michigan.

IN WITNESS WHEREOF, the Owner and MIARNG have hereunto set their hands on the dates indicated below.

OWNER:

MICHIGAN ARMY NATIONAL GUARD:

/s/ _____
By:

/s/ _____
By: The Adjutant General,
Michigan Army National Guard

Date: _____

Date: _____



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Private Hangar Ground Lease-working

SUMMARY:

This is a new ground lease for the construction of a 70'x60' private aircraft hangar. The ground lease is for 4,200 square feet. The tenant owns two hangars currently and has been a great addition to the Pellston Airport Community. The oldest of his two hangars will not fit one of the airplanes properly and he will be selling the old one.

This Ground Lease for Hangar 21-P at Pellston Regional Airport spans 30 years, commencing in 2025, with an annual rent of \$1,050.00 increasing by 5% every 5 years. Lessee must complete construction by September 30, 2025, and is responsible for all utilities and maintenance costs.

At the end of the lease, Hangar 21-P and any improvements, alterations, and/or additions made thereto become the property of the Lessor (County of Emmet), free from any and all claims of other parties. This is specified in Section 11 of the lease agreement.

RECOMMENDATION:

I recommend Board approval as presented.
Dave Boyer, County Administrator

CIVIL COUNSEL REVIEW / RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the ground lease for hangar 21-P, between the County of Emmet and Maninas Aviation; for a 30 year term, as attached and authorize the County Administrator to sign the same on behalf of the entire Board of Commissioners.

Motion - 2nd – Discussion

VOTE: Roll Call

ATTACHMENTS:

Description

- ▣ Ground Lease Hangar 21-P

GROUND LEASE FOR PRIVATE HANGAR 21-P AT PELLSTON REGIONAL AIRPORT

This Ground Lease is made this _____ day of _____, 2025, between the County of Emmet, a Michigan municipal corporation, with an address of 200 Division Street, Petoskey, Michigan 49770 (hereinafter “Lessor”), and Mancini Holdings, LLC with an address of 7472 19 Mile Road, Sterling Heights, MI 48314 (hereinafter “Lessee”).

WHEREAS, the Lessor owns, controls and operates the Pellston Regional Airport of Emmet County (hereinafter “Airport”), which includes certain real properties in McKinley Township, Emmet County, Michigan; and

WHEREAS, airplane hangar facilities are essential for the proper storage and maintenance of airplanes, and

WHEREAS, the Lessor desires to have such hangar facilities available at the Airport; and

WHEREAS, the Lessee is ready, willing and able to construct and maintain a hangar building, taxiway, apron and parking area at the Airport, at Lessee’s expense; and

WHEREAS, in accordance with the Airport Master Plan, the designated property is suitable for construction of the hangar, taxiway, apron and parking area.

THEREFORE, for good and valuable consideration, including the promises contained herein, it is agreed:

1. **TERM.** This Lease shall be for the term of thirty (30) years commencing on the date first written above, unless the Lease is otherwise terminated by law or the provisions contained herein.
2. **DESCRIPTION OF LEASED PREMISES.** The Lessor leases to the Lessee land at the Airport for hangar space of four thousand two hundred (4,200) square feet measuring 60' x 70' (the “Leased Premises”). The location of the Leased Premises shall be as indicated on attached **Exhibit A**.

The Leased Premises shall be used by the Lessee as the site, as shown in the Site Plan prepared by Benchmark Engineering Inc. dated April 29, 2025 on attached **Exhibit B**, for the construction, use and maintenance of an airplane hangar measuring 60' x 70', hereinafter referred to as “Hangar 21-P” or “Hangar,” which shall be built in accordance with the construction plans approved by the Lessor and filed with the Emmet County Clerk on or before the date of this Lease.

3. **USE OF HANGAR.** Hangar 21-P shall be used by the Lessee primarily for the storage and maintenance of aircraft and related equipment/supplies. The Lessee may also use the hangar for the storage of a motor vehicle and other personal property of the Lessee which storage shall be for personal and not for commercial use. The Lessee shall be prohibited from using the hangar for the storage of aviation fuel. Any other use of the hangar must comply with the

Pellston Regional Airport Minimum Standards and Operating Procedures, as may be amended from time to time, and/or as approved in writing by the Airport Manager. The Lessee shall have at all times the rights of ingress and egress to and from the Leased Premises. The Lessor shall make reasonable efforts to keep areas adjacent to the Leased Premises free and clear of hazards and obstructions, whether manmade or natural.

4. RENT; OTHER CONSIDERATION. The Lessee shall pay to the Lessor for the use of the Leased Premises, and in consideration of the rights and privileges granted by the Lessor to the Lessee, an annual rent of Twenty-Five Cents (\$.25) per square foot of land leased for hangar space under this Lease, for a total sum of one thousand fifty and 00/100 Dollars (\$1,050.00) per year, payable by the Lessee to the Lessor on or before the first day of January of each year under this Lease for the first five (5) years of the lease. For the current year, the Lessee shall pay the prorated amount of \$612.50 by June 1, 2025.

The annual rent payment will increase every five (5) years by five percent (5%) based on the following schedule:

January 1, 2030	\$1,102.50
January 1, 2035	\$1,157.63
January 1, 2040	\$1,215.51
January 1, 2045	\$1,276.29
January 1, 2050	\$1,340.10

If Hangar 21-P once constructed, is damaged or destroyed during the term of this Lease, the Lessee shall promptly repair and restore the premises without abatement of rent.

In further consideration of the rights and privileges granted by the Lessor to the Lessee, the Lessee shall, at its sole expense, construct an apron from the hangar to the existing taxiway (approximately 70' x 60') as shown on attached **Exhibit A**. Upon completion, apron shall be the property of the Lessor free from any and all claims of other parties; provided, however that, except for snow plowing as provided herein, the Lessee shall be responsible for maintenance, repair, resurfacing, and reconstruction of said apron to keep it in good condition during the term of this Lease unless the repair, resurfacing, or reconstruction is necessitated by a negligent act of the Lessor, its employees or agents, in which event, the Lessor shall be responsible for the same. Construction of the apron shall be completed in accordance with the specifications set forth in **Exhibit B**.

Construction of the hangar and apron shall be completed on or before September 30, 2025, provided however, that an extension of time may be granted by the Lessor if the Lessee is delayed or prevented from completing the construction for a reason beyond the Lessees control.

5. UTILITIES. The Lessee shall be responsible for the installation, maintenance, and payment of all utilities upon the Leased Premises and improvements thereto.

6. LESSEE'S COSTS AND EXPENSES. The Lessee shall pay any and all costs and expenses arising from this Lease and the rights and privileges granted hereunder, including the costs and expenses of construction of Hangar 21-P, the apron, and maintenance (except snow plowing) of the hangar and apron for the term of this Lease, including, but not limited to, taxes, permits, licenses or other fees and assessments levied upon the Leased Premises and improvements thereto.

7. ACCESS; SNOW PLOWING. The Lessor shall provide the Lessee access to construct, use and maintain the improvements; provided, however, that no vehicle access shall be allowed on the side of the hangar facing the Airport taxiway unless authorized in writing by the Airport Manager.

The Lessor shall provide snow plowing consistent with established Airport priorities to within approximately two (2) feet of the hangar doors.

8. PARKING. The Lessor may provide additional automobile parking space at a location to be designated by the Airport Manager. Such parking space may be used by the Lessee subject to the conditions imposed by the Pellston Regional Airport Minimum Standards and Operating Procedures, as may be amended from time to time. The Airport Manager will use his or her best efforts to provide the Lessee with such parking space as close as possible to Hangar 21-P.

9. USE OF AIRPORT ROADS. The Lessee shall have the right to joint use with others of such Airport roads and driveways designated for vehicular traffic as are useful for the construction, use and maintenance of the Leased Premises.

10. ENTRY AND INSPECTION. The Lessee shall permit the Lessor or its agents to enter and inspect the Leased Premises at reasonable times and with reasonable notice during the term of this Lease.

11. EXPIRATION. Subject to the provisions of Section 21 below, upon the expiration of this Lease, Hangar 21-P and any improvements, alterations and/or additions made thereto shall, without further consideration, become the property of the Lessor, which the Lessee warrants shall be free from any and all claims of other parties.

12. ENCUMBRANCES. The Lessee shall not give a mortgage as security or in any way encumber any improvements, alterations and/or additions which are made to the Leased Premises which may apply against the improvements, alterations and/or additions beyond the term of this Lease.

13. SALE, ASSIGNMENT OR SUBLEASE. The Lessee shall be permitted, during the term of this Lease, with the prior written consent of the Lessor, to sell or assign this Lease, or to sublet the Leased Premises, but only if the Lessee shall nevertheless remain responsible for the payment of the rent and for the performance of all conditions hereunder, and further that any

transferee, assignee or sublessee shall be bound by all provisions of this Lease. Approval by the Lessor of such sale, assignment or subletting shall not be unreasonably withheld.

14. NONEXCLUSIVE. Except as to the specific site of Hangar 21-P as described in Paragraph 1, this Lease shall not be interpreted to be an exclusive lease, and the Lessor reserves the right to negotiate and execute like lease agreements with respect to Airport property with any parties legally capable of doing so.

15. ALCOHOL & CONTROLLED SUBSTANCES/CONDUCT OF AGENTS. The Lessee's agents, employees, volunteers, invitees, and/or licensees shall not enter upon the Leased Premises if under the influence of alcohol and/or controlled substances. Such persons shall at all times be courteous to all other persons using the Airport property.

16. COMPLIANCE WITH LAW. The Lessee shall comply with all laws ordinances, and rules and regulations which are now or may hereafter be adopted by the Lessor, or by the federal government or any agency thereof, or by the State of Michigan or any agency thereof, concerning the management, operation or use of the Airport, including the Pellston Regional Airport Minimum Standards and Operating Procedures, as may be amended from time to time.

17. INDEMNIFICATION. To the fullest extent permitted by law, the Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless the Lessor, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the Lessor, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from any of them, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the conduct of the Lessee, its agents, employees, or volunteers, and others working on behalf of the Lessee, and/or their occupancy or use of the Leased Premises.

This indemnification provision shall survive the termination or expiration of this Lease. By entering into this Lease, the parties do not waive any immunities provided by law.

18. INSURANCE. The Lessee shall obtain and maintain in effect for the term of this Lease, at the Lessee's sole expense, liability insurance protecting the Lessor against all liabilities as stated above. Said insurance policies shall be in a form and amount reasonable and consistent with the general risk management practices and principles for airport hangars and acceptable to the County and shall be written by a responsible company or companies licensed to do business in the State of Michigan. The liability insurance shall name Emmet County, its officials, employees, agents and volunteers as an additional insured. The Lessee shall furnish the Lessor with copies of the policies and shall timely notify the Lessor of any and all policy changes and continuations of the Lessor's insured status.

Said insurance will not, in any way, relieve or decrease the liability of the Lessee hereunder, except that indemnity payments made by the Lessee's liability insurer against any claim, loss, or demand shall proportionately reduce the Lessee's liability in the amount of said payments. It is expressly understood by the parties that the Lessor does not, in any way, represent that said insurance or limits of liability are sufficient to protect the Lessee's interests or liabilities.

To the fullest extent permitted by law, the Lessee releases the Lessor, its elected and appointed officials, employees and agents, and others working on behalf of the Lessor from any and all liability or responsibility to the Lessee or anyone claiming through and under the Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Lessor, its elected and appointed officials, agents, employees or volunteers, or others working on behalf of the Lessor. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and the Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessor to recover thereunder. The Lessee agrees that its policies will include such a clause or endorsement.

19. DEFAULT. Except as otherwise provided herein, in the event that the Lessee defaults in the performance of any term or condition of this Lease, and such default shall continue for a period of ninety (90) days after notice of the same is given in writing by the Lessor to the Lessee, the Lessor shall have the right to immediately thereafter terminate this Lease upon written notice of the same to the Lessee. In the event of such termination, the Lessee shall forfeit to the Lessor all monies paid under this Lease and all structures and improvements constructed pursuant to this Lease and shall have no further rights or privileges hereunder.

20. NOTICES. All required notices shall be in writing and shall be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to Lessor: County Administrator
Emmet County Building
200 Division Street, Suite G70
Petoskey, Michigan 49770

With Copy to: Airport Manager
Pellston Regional Airport
1395 N US-31 Hwy
Pellston, Michigan 49769

If to Lessee: Mancini Holdings, LLC
7472 19 Mile Road
Sterling Heights, Michigan 48314
Attention: Edward Mancini, Resident Agent

21. RIGHT OF FIRST REFUSAL. At the expiration of this Lease, the Lessee shall have the first opportunity to lease the Leased Premises on terms and conditions established by the Lessor. The Lessee shall give its written response within thirty (30) days after notification by the Lessor of said terms and conditions. If the Lessee fails to give a written response within thirty (30) days of said notification, the right of first refusal shall terminate and the Lessor shall have no further obligation to the Lessee.

22. MISCELLANEOUS. This Lease shall be subordinate to the provisions of any existing or future agreements which may be made between the Lessor and the United States of America and/or the State of Michigan relative to the operations of the Airport, provided however that any such future agreements shall not deprive the Lessee of the benefits of this Lease.

The Lessor reserves the right to further develop and improve the Airport property as it sees fit irrespective of the desires or views of the Lessee and without interference or hindrance from the Lessee of any such development or improvement, provided however any further development or improvement shall not unreasonably interfere with the Lessee's use of Hangar 21-P.

The Lessor assumes no responsibility and shall not be liable for the management, control or care of any aircraft, vehicles or other property kept in Hangar 21-P.

23. LAW, JURISDICTION AND VENUE. This Lease shall be governed and interpreted under Michigan law. Jurisdiction and venue shall be in Emmet County, Michigan.

24. SEVERABILITY. Each provision of this Lease shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of this Lease shall remain in effect.

25. ENTIRE AGREEMENT. This Lease, together with its attachments, contains the entire agreement of the parties and may not be modified except by a written document signed by the parties.

26. WAIVER. The failure of a party to enforce any condition of this Lease shall not be a waiver of any right to enforce every condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

27. BINDING EFFECT. This Lease shall bind and benefit the parties and their successors and permitted assigns.

28. HEADINGS. The headings preceding the paragraphs are inserted in this Lease for reference purposes only and shall not be used to interpret this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first written above.

WITNESSES

LESSEE:
Mancini Holdings LLC

By: Edward Mancini
Its: Resident Agent

LESSOR:
COUNTY OF EMMET

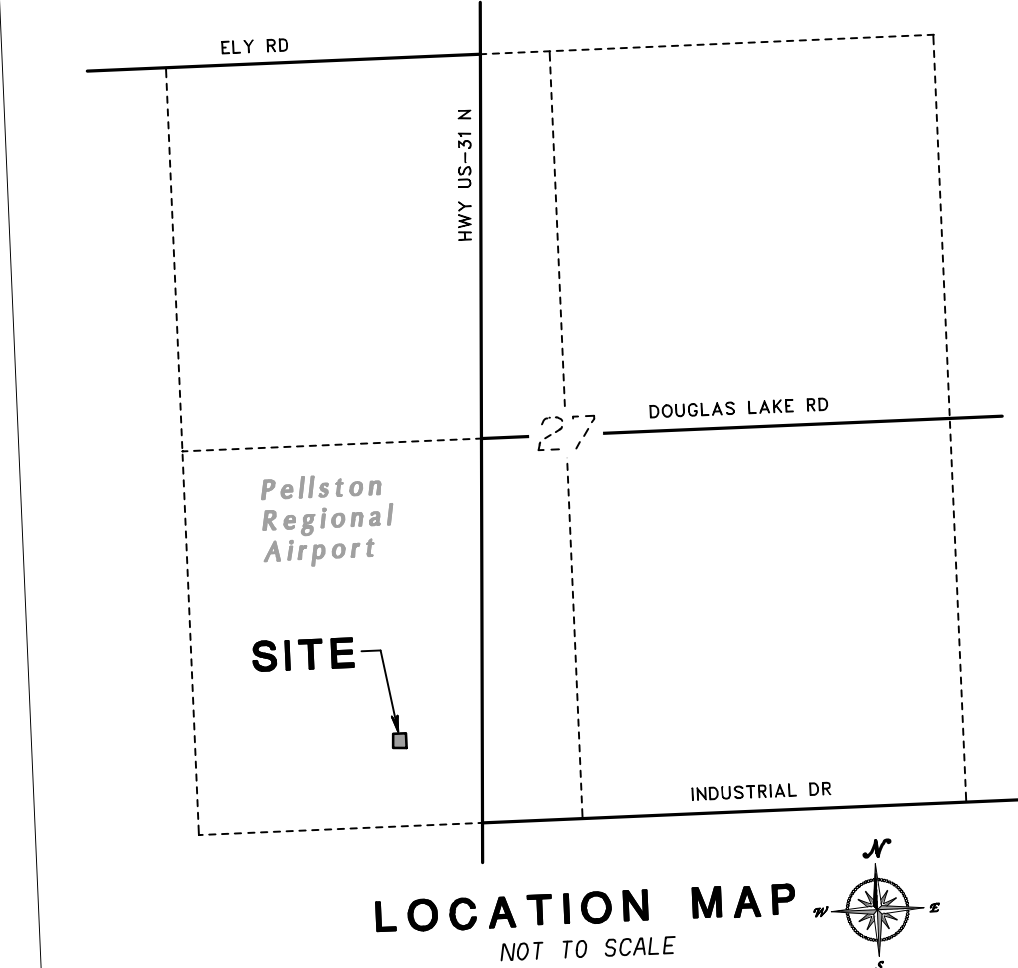
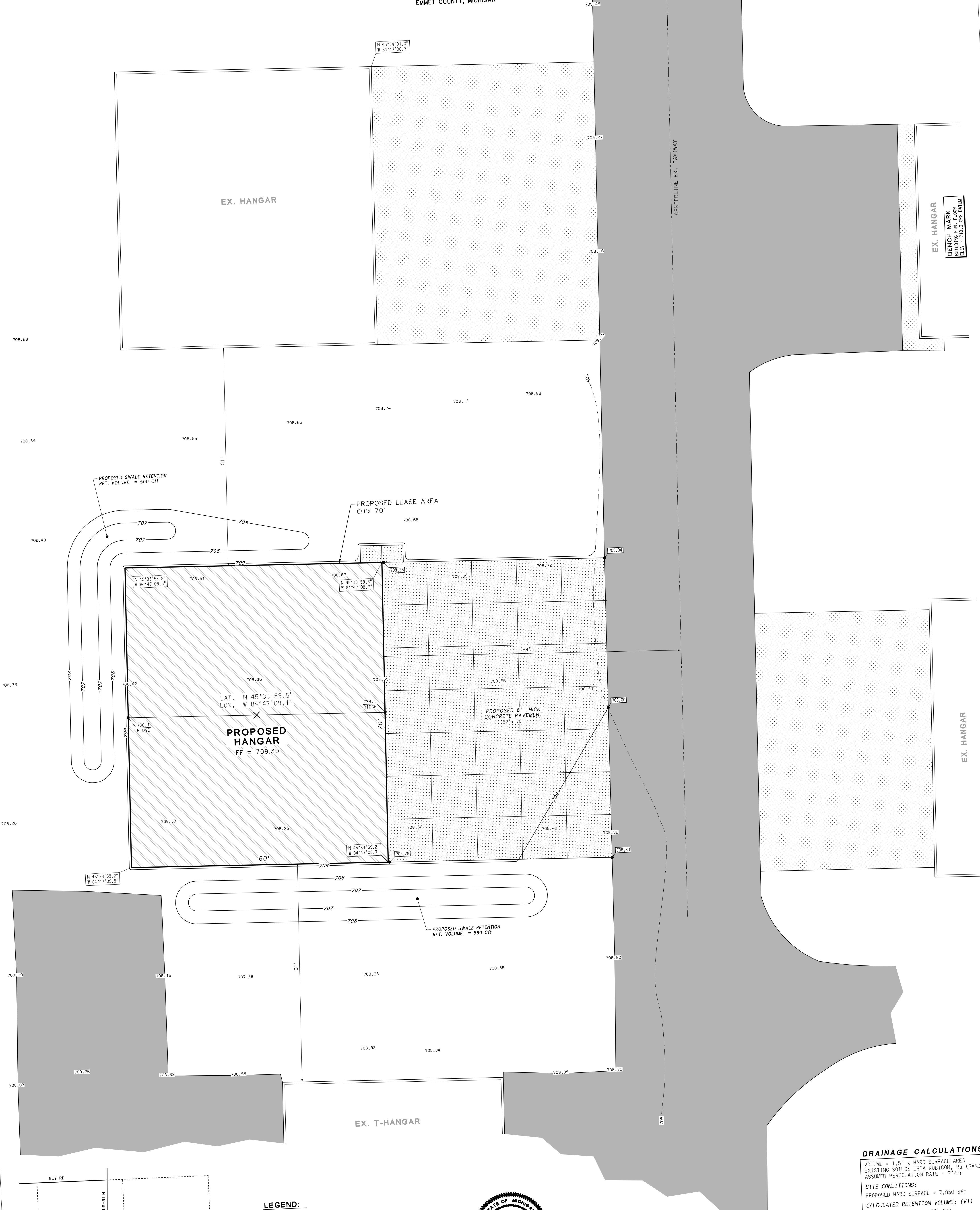
By: David Boyer
Its: Emmet County Administrator

Exhibit A



Exhibit B

SITE PLAN
Proposed Hangar
PART OF THE PELLSTON REGIONAL AIRPORT
SECTION 27, T37N, R4W, MCKINLEY TOWNSHIP
EMMET COUNTY, MICHIGAN



- LEGEND:**
- EX. CATCH BASIN
 - EX. LIGHT POLE
 - EX. SPOT ELEVATION
 - EX. CONC. SURFACE
 - EX. PAVED SURFACE
 - PROPOSED LEASE AREA
 - PROPOSED CONCRETE SURFACE
- NOTES:**
- LOCATION OF UNDERGROUND UTILITIES SHOWN IS APPROXIMATE ONLY. THE OWNER SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- CALL MISS DIG AT LEAST 3 FULL WORK DAYS PRIOR TO CONSTRUCTION OR EXCAVATION.



BENCHMARK ENGINEERING INC.
SURVEYORS • CIVIL ENGINEERS
607 E. LAKE ST.
HARBOR SPRINGS, MICHIGAN 49740
PHONE (231) 526-2119 FAX (231) 526-7257
benchmark607@gmail.com

Client:	MANCINI
Project Mgr:	B. NOLAN
Drawn By:	B. NOLAN
Field By:	P. WILSON
CAD File:	SP MANCINI 25-110.Gxd
Job #:	25-110
Sheet #:	1 OF 1

Date:	(revisions)	by
APR. 29, 2025		

DRAINAGE CALCULATIONS	
VOLUME = 1.5" x HARD SURFACE AREA	
EXISTING SOILS: USDA RUBICON, Ru (SANDY)	
ASSUMED PERCOLATION RATE = 6"/Hr	
SITE CONDITIONS:	
PROPOSED HARD SURFACE = 7,850 Sft	
CALCULATED RETENTION VOLUME: (V1)	
VOL. = 1.5"/12 x (7,850) Sft	
= 981 Cft	
SWALE VOLUME PROVIDED = 1,060 cft	

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EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

M-119 Complex - Playground License Agreement

SUMMARY:

Child and Family Services (CFS) leases office space at the County Building located at 3434 Harbor-Petoskey Road, Harbor Springs (M-119 complex). The property was donated to Emmet County and includes deed restrictions through the Little Traverse Conservancy. The Conservancy has reviewed the request by CFS and the deed restrictions and has offered the attached Playground License Agreement to allow the playground to be installed within the area of the deed restrictions. The request of the board is to 1) authorize the playground to be installed on the county's property as generally depicted on the attached plot plan and 2) authorize the Playground License Agreement which has been reviewed by legal counsel. The playground location has been generally approved by the Health Department (septic and drainfield limitations exist) and agreed upon by CFS.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the the playground to be installed on the county's property as generally depicted on the attached plot plan and authorize the Board Chairperson to sign the Playground License Agreement between the County of Emmet and the Little Traverse Conservancy.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Playground License Agreement

- ▣ Playground Proposal
- ▣ Playground picture
- ▣ Playground site plan
- ▣ M-119 Complex Partial deed & site plan

PLAYGROUND LICENSE AGREEMENT

The LITTLE TRAVERSE CONSERVANCY, INC., a Michigan non-profit corporation, the address of which is 3264 Powell Road, Harbor Springs, MI 49740 (hereafter the “Conservancy”), and COUNTY OF EMMET, a Michigan Municipal Corporation, whose address is 200 Division Street, Petoskey, MI 49770, (hereafter the “County”) (separately or collectively “Party or “Parties”), for valuable consideration of less than \$100, exempt from State and County transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), AGREE AS FOLLOWS:

1. **County Real Estate.** The Conservancy gifted certain real estate to the County by Warranty Deed recorded in Liber 694, Page 766, Emmet County Records, (the “Gift Deed”), said real estate being located in Little Traverse Township, Emmet County, Michigan, as described on attached **Exhibit A** (the “Property”).
2. **Restrictions and Reverter.** The Gift Deed contains certain use restrictions and a right of reverter in favor of the Conservancy in the event of a violation of said restrictions.
3. **Non-Development Area.** The restrictions include the establishment of a non-development area within the Property which prohibits any construction within 200 feet East of the Easterly right-of-way of M-119 (the “Non-Development Area”).
4. **Playground Area.** The County desires to establish a fenced-in, uncovered, playground area within the Non-Development Area (the “Playground Area”), adjacent to one of the existing County buildings. The proposed Playground Area location is intended as an amenity for Child & Family Services of Northwestern Michigan, Inc., a Michigan non-profit corporation and 501(c)(3) organization (“Child & Family Services”), which organization is an occupant in the County building.

5. **Grant of License.** In consideration of the purpose of the Playground Area, its service to Child & Family Services, the limited nature of the proposed development within the Non-Development Area, and the Playground Area reasonably aligning with the mission of the Conservancy which includes outdoor recreation, the Conservancy grants the County a license to establish the proposed Playground Area, including the right to maintain, repair and replace the improvements to the Playground Area. While in place, said improvements must be maintained in good condition.
6. **Location of the Playground Area and Features.** The Playground Area shall be a 36' X 44' fenced-in area located approximately where indicated on attached **Exhibit B**, and consisting of features similar to those depicted on attached **Exhibit C**.
7. **Initial Term and Successive Terms.** The initial term of this License shall be for five years from the Effective Date of this License. This License shall automatically renew for successive five-year terms after the initial term, until this License is terminated as provided for herein.
8. **Termination and Effective Date of Termination.** Following the initial term, however, this License may be terminated by either Party, for any reason or no reason whatsoever, following six (6) months written notice of termination provided to the other Party. In the event of such notice, the termination shall be effective at the expiration of the six (6) months notice period. Additionally, this License shall terminate if Child & Family Services vacates the County building it currently occupies, and a similar non-profit organization is not occupying the building within six months thereafter.
9. **Removal of Improvements after Termination.** The County shall remove all Playground Area related improvements, and restore the area to its original condition, within six (6) months of termination of the License.
10. **Costs.** The Conservancy shall not be required to pay any costs associated with the installation, maintenance, repair, replacement or removal of playground equipment or fencing, nor shall the Conservancy be required to pay any costs associated with restoring the Playground Area to its original condition following termination of the License.
11. **Non-Waiver.** By granting this License, the Conservancy does not waive or release any of its rights related to the restrictions and/or reverter, and retains all rights to enforce its rights at any time in the future, and the County shall be estopped from claiming that the Conservancy has waived or released any of its rights set forth in the Gift Deed.

12. Binding Effect. The terms of this License Agreement are binding on and inure to the benefit of the Parties, their successors and assigns.

LITTLE TRAVERSE CONSERVANCY,
INC., a Michigan non-profit corporation

Dated: _____, 2025

Kieran Fleming, Executive Director

STATE OF MICHIGAN)
)ss
COUNTY OF EMMET)

Subscribed, acknowledged and sworn to before me this ____ day of _____
_____ 2025 by Kieran Fleming, Executive Director of and on behalf of the Little
Traverse Conservancy, Inc.

_____, Notary Public
Emmet County, Michigan
Commission Expiration: _____

COUNTY OF EMMET,
a Michigan Municipal Corporation

Dated: _____, 2025

By: _____
Its: _____

STATE OF MICHIGAN)
)ss
COUNTY OF EMMET)

Subscribed, acknowledged and sworn to before me this _____ day of _____
_____ 2025 by _____, its _____
of and on behalf of the County of Emmet.

_____, Notary Public
Emmet County, Michigan
Commission Expiration: _____

INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

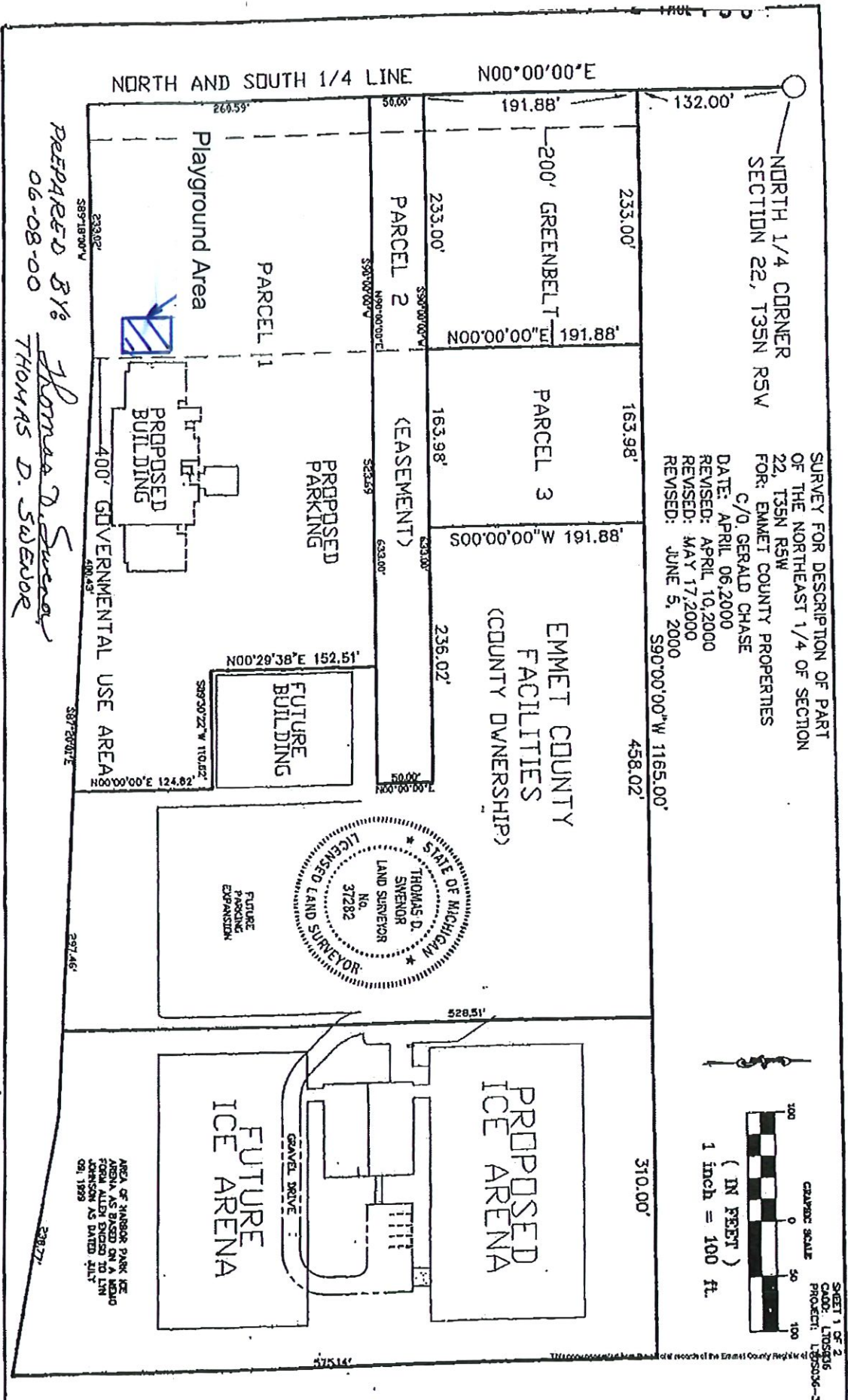
Joel B. Moore, Attorney
RAMER & MOORE, P.C.
P.O. Box 5
100 Spring Street
Harbor Springs, MI 49740

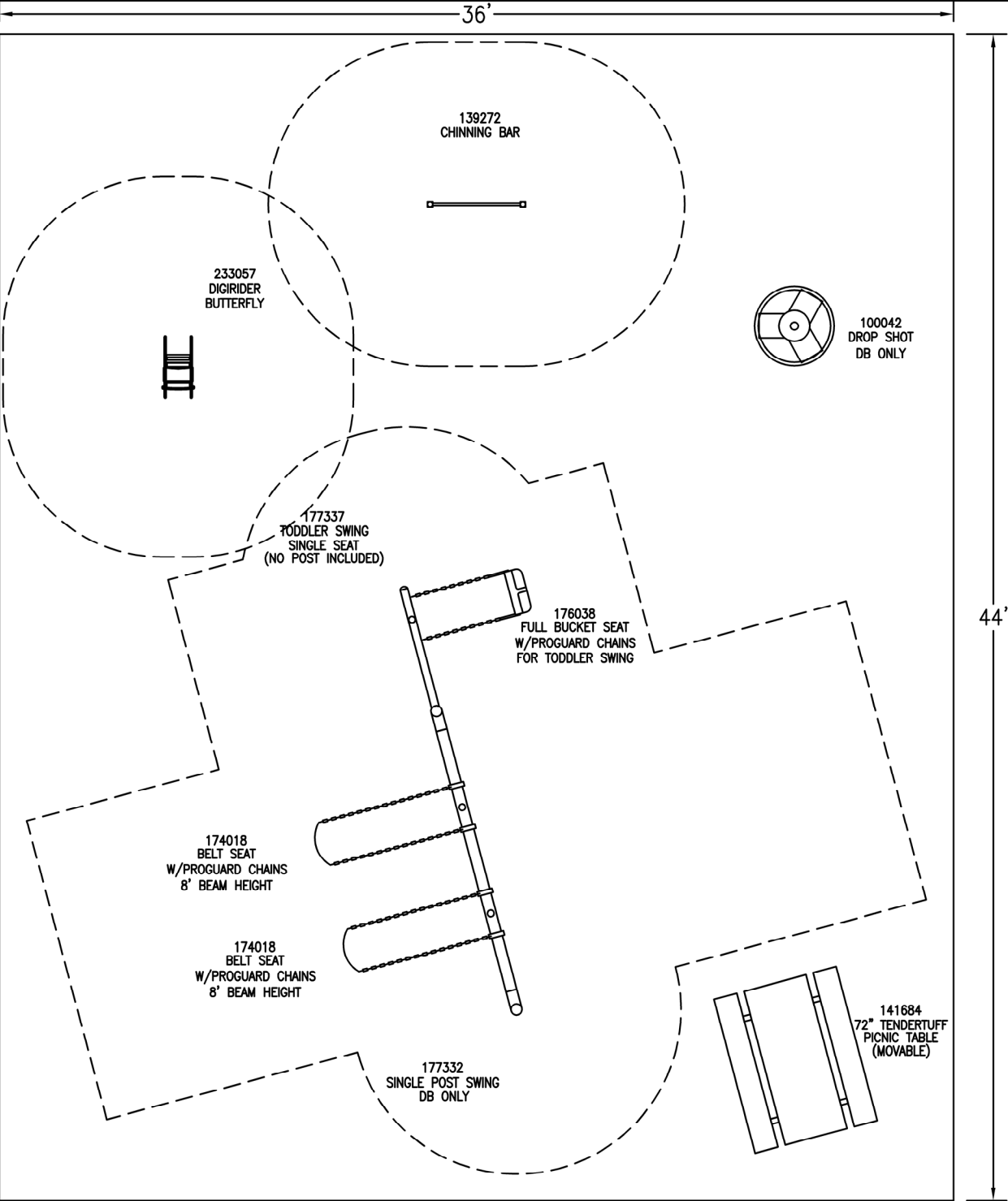
EXHIBIT A

Premises situated in Little Traverse Township, Emmet County, Michigan, and described as:

Commencing at the North 1/4 corner of Section 22, Township 35 North, Range 5 West: thence along the North & South 1/4 line of said Section 22, South 132.00 feet to the Place of Beginning; thence N 89°54'30" E 1331.02 feet; thence S 0°05'10" E 66.0 feet; thence N 89°54'30" E 658.98 feet; thence S 0°00'00" W 600.00 feet; thence S 89°54'30" W 300.00 feet; thence N 80°38'59" W 770.50 feet; thence N 86°50'20" W 697.90 feet; thence S 89°54'30" W 233.00 feet to the North & South 1/4 line of said Section 22; thence along said North & South 1/4 line and the centerline of Highway M-119, N 0°00'00" E 500.00 feet to the Place of Beginning, containing 25.1 acres in area, more or less, and being subject to the rights of the public over the westerly 33 feet thereof as occupied by Highway M-119.

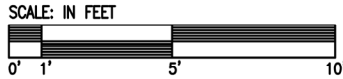
Property Address: 3434 M-119, Harbor Springs, MI 49740
Tax Parcel No. 24-08-16-22-200-014





PlayShaper
(2-5 years)
Max Fall Height: 96 inches

TOTAL ELEVATED PLAY COMPONENTS	0		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4



Safe Haven North
Harbor Springs, MI

Penchura, LLC
Doug Smith

SYSTEM TYPE:
Freestanding

DRAWING #:
PEN1193088-01



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-5 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)
1,584 SF

DESIGNED BY:
AH

COPYRIGHT: 2/11/2025
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials
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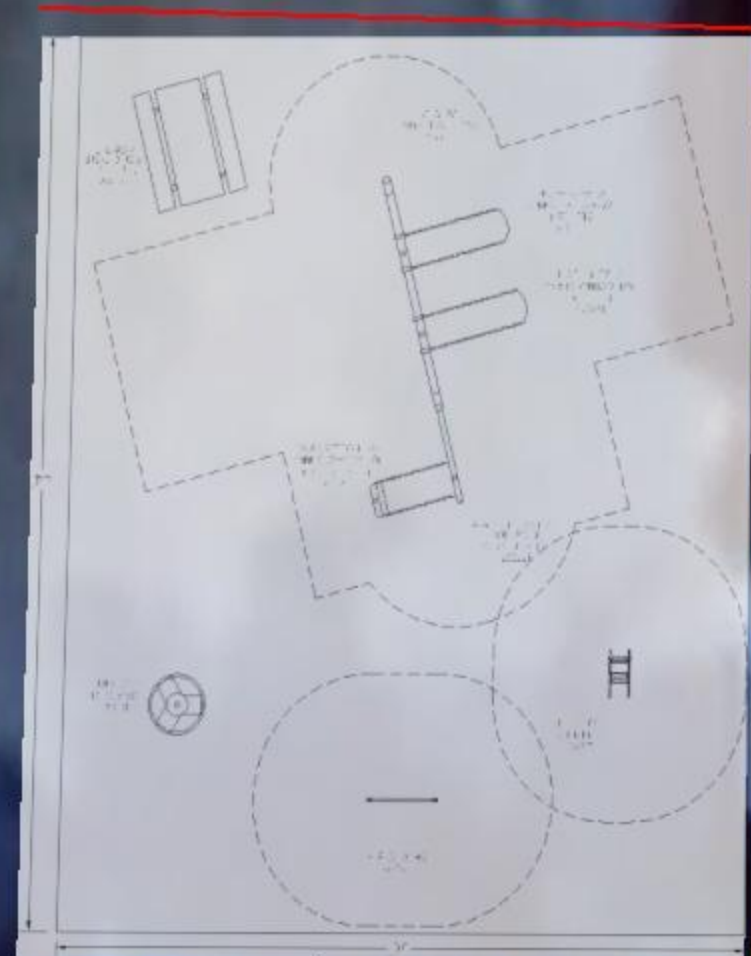
Safe Haven North

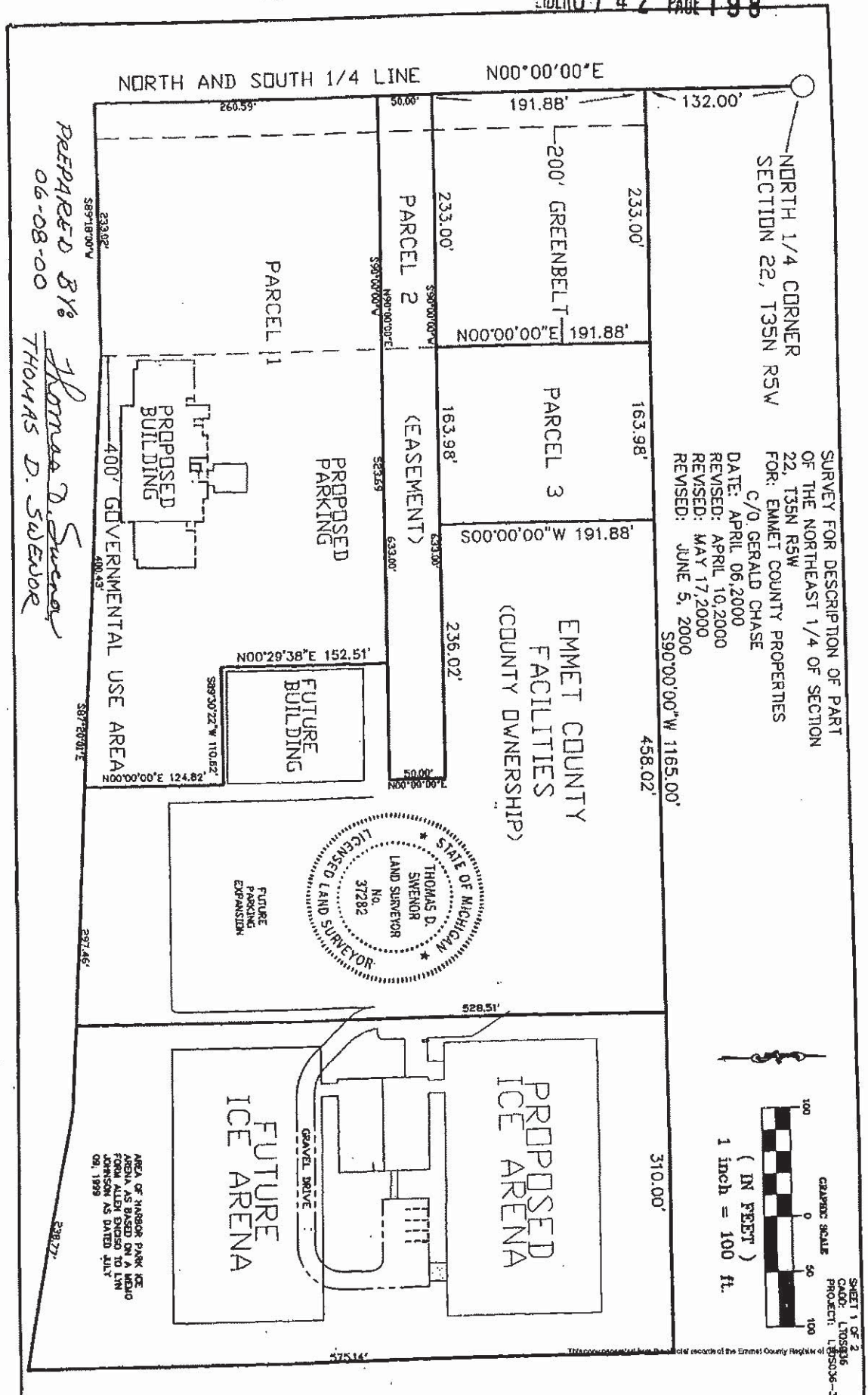
PEN1193088-01 • 2.14.2025



36'x44'

- Emmet County MSU Extension Office
- Health Department of Northwest Michigan
- Line Measure





STATE OF MICHIGAN
EMMET COUNTY
RECORDED

LIBERO 694 PAGE 766

99 JUL 15 PM 1:30

Alma L. Sjoe
REGISTER OF DEEDS

OFFICE OF
Treasurer of Emmet County Petoskey, Mich. 7-15-1999
I hereby certify that I have examined the records in my
office and it appears that the taxes on the within
description have been paid for the past five years and that
there are no tax liens or titles held by the State or any
individual for the past five years. Prior to date of deed.

Alma L. Sjoe
County Treasurer

WARRANTY DEED

GRANTOR: Little Traverse Conservancy, Inc. (the "Conservancy")
3264 Powell Road
Harbor Springs, MI 49740

GRANTEE: County of Emmet, a Michigan Municipal Corporation (the "County")
County Building
200 Division Street
Petoskey, MI 49770

PROPERTY: Situated in Little Traverse Township, Emmet County, Michigan, as described in
the attached Exhibit A and as depicted in Exhibit B (the "Property").

CONVEYANCE: Grantor conveys and warrants to the Grantee the above described Property,
SUBJECT TO: The rights of the public and of any governmental units in any part thereof taken.
used, or deeded for street, road, or highway purposes, and further

SUBJECT TO: Easements and building or use restrictions of record, and further

SUBJECT TO: Restriction on any construction within 200 feet east of the easterly right of way of
M-119 (the "Non-Development Area"). Driveways, roads, highway
improvements, non-motorized trails, and signs are allowed within this Non-
Development Area. And further

SUBJECT TO: The County using the Property as its municipal county center, which use will
include the construction of a County Office Building(s) and/or County
Recreational Facilities/Parks (the "Intended Use"). Commercial uses, other than
those incidental to the Intended Use are prohibited. Any County Office Buildings
to be constructed shall be confined to the westerly four hundred feet (400') of the
Property lying east of the 200' Non-Development Area. The remaining property
shall be restricted to recreational use, with the progression from recreational
building to recreational open space proceeding in a west to east direction. And
further

SUBJECT TO: In the event the County fails or ceases to use and maintain the Property for the
Intended Use, fee title to the Property shall revert to the Conservancy. The
Conservancy, in its sole discretion, may decline to accept the reversion. The
Conservancy specifically reserves the right under Section 5 of the Michigan
Possibilities of Reverter and Rights Entry Act, MCLA § 554.65, to preserve the
right of reverter beyond the thirtieth anniversary of the date of the gift,
conveyance, and transfer of the Property to the County.

TAX PARCEL # pt of 65-16-33-30A-003

08-16-22-200-014



EMMET COUNTY - Board of County Commissioners Meeting

May 5, 2025 - 6:00 PM

Ice Storm Tree Debris Site Grinding and Hauling Agreement

SUMMARY:

The Emergency Operations Center (EOC) was activated on March 28, 2025, in response to the recent ice storm. During the response period, the EOC established several free debris drop-off sites throughout Emmet County to support storm cleanup efforts.

Of the sites opened, three will require the collected material to be ground and hauled. The Emmet County Transfer Station, which routinely receives and processes tree debris approximately every two years, will also be included as one of the four grinding locations.

The Department of Public Works (DPW), which maintains established relationships with several service vendors, solicited quotes for grinding and hauling the storm debris. Deering Tree Service submitted the lowest bid at \$3.75 per cubic yard—a reduced rate compared to previous agreements, due to the large volume of material needing processing.

The material will be hauled to the Gaylord cogeneration facility by the vendor. The four debris sites scheduled for grinding and hauling services are:

- Emmet County Transfer Station
- Offield Viewlands
- Emmet County Hathaway Property
- Click Road Site

Staff estimates that these sites currently contain between 50,000 and 75,000 cubic yards of tree debris. The Hathaway and Click Road sites will remain open for an undetermined period based on ongoing public need. Prior to their closure, both sites will require one final round of grinding to complete the cleanup process. Site usage will continue to be monitored to determine the appropriate time to close these locations. Once closed, all debris drop-off will be directed to the Transfer Station,

consistent with regular operational procedures.

Given the urgent need to secure services, the Administration engaged Deering Tree Service with assistance from Civil Counsel. Grinding operations at the Transfer Station began on April 28, 2025.

RECOMMENDATION:

I recommend Board approval as presented
David Boyer, County Administrator

Civil Counsel Review / Recommendation:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the agreement entered into with Deering Tree Service for the grinding and hauling of ice storm disaster tree debris for \$3.75 a cubic yard, which was executed by the County Administrator under an emergency exemption in accordance with the County's procurement policy, due to the urgent need to proceed with project implementation.

Motion - 2nd - Discussion

ATTACHMENTS:

Description

- ▣ Deering Agreement

**TREE DEBRIS AGREEMENT GRINDING AND HAULING
BETWEEN EMMET COUNTY AND
DEERING TREE SERVICE**

This Tree Debris Grinding and Hauling Agreement is between Emmet County, a Michigan municipal corporation located at 200 Division Street, Petoskey, Michigan 49770, ("County") and Deering Tree Service, a Michigan corporation with its principal place of business located at 12776 S. Maple City Road, Maple City, MI 49664. ("Contractor"). County and Contractor may be referred to collectively as ("Parties") or individually as a ("Party").

1. Agreement Purpose: Contractor was chosen to provide large volume tree debris grind and hauling service. This Agreement defines the roles and responsibilities of the Parties.

2. Term and Termination:

2.1. This Agreement shall begin on the date it is signed by both Parties, ("Effective Date") and shall continue until completion, unless terminated as provided below.

2.2. Either Party may terminate this Agreement, in whole, or in part, at any time, for any reason, including convenience, upon providing sixty (60) days' notice to the other Party, without incurring any obligation or penalty. Upon receiving a notice of termination, Contractor shall take the following actions: 1) cease providing all services and 2) return all County Data and materials provided by County. County shall be responsible for paying Contractor for all services provided by Contractor up to the date of termination.

3. Scope of Deliverables and Financial Obligations

3.1. Performance Deliverables: Contractor shall provide to County the Deliverables described in the attached and incorporated Exhibit II, Deering Tree Service Pricing. Work shall commence on April 28, 2025, at the Emmet County Transfer Station and shall continue at that location until all grinding operations have been completed to the satisfaction of the County or designee. Upon completion of work at the Transfer Station, the Contractor shall immediately proceed to the Offfield Viewlands Site to perform the same scope of work. Once all operations at the Offfield Viewlands Site are complete, the Contractor shall then proceed to the final location at the Hathaway Road Site to complete the remaining work.

Contractor shall perform all work in a continuous and efficient manner, moving from one site to the next in the order listed above, without undue delay between locations.

3.2. Financial Obligations: Except as otherwise provided herein, the County's sole financial obligation under this Agreement shall be set forth in the Payment Schedule indicated on page 1 of Exhibit II, County will pay \$3.75 per cubic yard of material.

3.4. Invoice Obligations: Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of

Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

3.5 No Obligation for Penalties/Costs/Fines. The County shall not be responsible under any circumstances for any cost, fee, fine, penalty, or direct or indirect, special, incidental or consequential damages suffered by Contractor in connection with the performance of this Agreement.

4. Contractor Warranties:

4.1.Full Knowledge of Agreement Expectations. Contractor warrants that before submitting its proposal and/or entering into this Agreement, it had a full opportunity to review all County requirements and/or expectations for this Agreement. Contractor is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform the Agreement as specified herein.

4.2.Equipment and Supplies. Contractor is responsible for providing all equipment and supplies to perform this Agreement, which are not expressly required to be provided by the County.

4.3.Contractor Licenses. Contractor shall be responsible for maintaining throughout the term this Agreement all licenses, permits, governmental authorizations necessary to perform this Agreement. Upon request by the County, Contractor shall furnish copies of any permit, license, and governmental authorization necessary to perform this Agreement.

4.4.Control and Supervision of Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.

4.5. Acknowledgment of Independent Contractor Status. Nothing in this Agreement is intended to establish an employer-employee relationship between the County and Contractor or any Contractor employee. In no event shall Contractor employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor employees are apprised of their and the limitations independent contractors have of this status.

4.6. Iran-Linked Business Certification. Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time

it submitted its Proposal for this Agreement. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Agreement.

4.7. Contractor Taxes. Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.

4.8. Warranty for Services. Contractor warrants that all deliverables and services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.

4.9. Compliance with Davis-Bacon and Copeland Anti-Kickback Acts. Contractor shall comply with the Davis-Bacon and Copeland Anti-Kickback Acts, if applicable to the services under this Agreement.

4.10. Compliance with Contract Work Hours and Safety Standards Act. Contractor warrants that it shall not require or permit any laborer or mechanic providing services under this Agreement to work in excess of forty(40) hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for hours worked in excess of forty hours in such workweek.

4.11. Compliance with Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et. seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S. C. § 1251 *et. seq.* shall report each violation to County, which will report each violation to FEMA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance from FEMA.

4.12. Suspension and Debarment. Contractor warrants that it and its principals or affiliates are not excluded as defined in 2 C.F.R. § 180.940 or disqualified as defined in 2 C.F.R. § 180.935 from eligibility for participation in Federal assistance activities. This is a material representation relied upon by County. If later determined that Contractor did not comply with 2 C.F.R. pt. 10 subpart C and 2 C.F.R. pt 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4.13. Anti-Lobbying Certification. Contractor shall comply with the terms and conditions of Exhibit III Anti-Lobbying Certification, which is attached and incorporated into this Agreement and has signed the certification in Exhibit III.

4.14. Procurement of Recovered Materials. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within the timeframe for completing this Agreement or at a reasonable price.

- 4.15. DHS Seal, Logo, and Flags.** Contractor shall not use the DHS seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 4.16. Program Fraud and False or Fraudulent Statements of Related Acts.** Contractor acknowledges that 31 U.S. C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract if federal funds are used to fund all or part of the cost of this Agreement.
- 5. Liability:**
- 5.1 Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all claims incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Agreement.
- 5.2. No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.
- 6. Contractor Provided Insurance.** At all times during this Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.
- 7. County's Right to Suspend Agreement Performance.** Upon written notice, the County may require Contractor to suspend performance of this Agreement if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Agreement. The right to suspend performance of this Agreement is in addition to the County's right to terminate and/or cancel this Contract. The County shall not incur a penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 8. Non-Discrimination.** Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Contractor agrees to above and the non-discrimination provisions contained in Exhibit IV, attached and incorporated into this Agreement.
- 9. Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the

County and any elected and appointed officials, employees and volunteers of the County, when acting in their personal or official capacity. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees who: a) are employed by the County on the date the Agreement is executed; and b) become employed by the County during the term of the Agreement. Contractor shall also disclose to the County the identity of all County officials, employees and volunteers who a) are employed by Contractor on the date the Agreement is executed; and b) become employed by Contractor during the term of this Contract.

10. Access and Records: Contractor will maintain accurate books and records in connection with the performance of this Contractor for thirty-six (36) months after the end of this Agreement. Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States or any of their authorized representatives with reasonable access to such books and records, which directly pertain to this Agreement upon request. Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to work under this Agreement.

11. Audit. The County or an independent auditor hired by the County may perform Agreement audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Agreement and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Agreement compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

12. Prior Written Consent for Assignment: Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties or rights under this Agreement without the prior written consent of the other Party; provided, however, Contractor may assign or subcontract this Agreement to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Agreement. The County may withhold consent if the County determines that the assignment, delegation, or subcontract would impair performance of this Agreement or the County's ability to recover damages under this Agreement. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract. Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor shall comply with the terms and conditions of this Agreement.

13. Amendments. Any changes to this Agreement must be in an amendment to the Agreement and signed by the signatories of this Agreement or their successors.

14. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement, or any part thereof, until the terms and conditions are fully satisfied or expire by their nature: Section 1. Agreement Purpose, Section 3 Scope of Service, Section 4 Contractor's Warranties, Section 5 Liability, Section 6 Contractor Provided Insurance.

15. Compliance with Laws. This is an acknowledgement that FEMA financial assistance may be used to fund this Agreement. Contractor shall comply with all applicable federal law, regulation, executive orders, FEMA policies, procedures and directives, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Agreement.

16. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractors, or any other party pertaining to any matter resulting from the Agreement.

17. Force Majeure. Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.

18. Notices. All notices required under this Agreement shall be in writing. Notices shall be effective:

(a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.

Notice to County: Notice to County shall be addressed to Administrator David Boyer, Emmet County at the address listed on the first page of the Agreement. dboyer@emmetcounty.org or (231)348-1712

Notice to Contractor: Notice to Contractor shall be addressed to: Patrick Deering at the address listed on the first page of the Agreement. 231-645-9668.

EXHIBIT II
DEERING TREE SERVICE PRICING

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. The Commercial General Liability shall be endorsed to name the County of Emmet and its officers, employees, appointees and commissioners as additional insured where permitted by law and policy form;
5. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under this Agreement.
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Agreement;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Agreement and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
8. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Administrator.

EXHIBIT I INSURANCE REQUIREMENTS

During this Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Agreement. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Agreement;

\$ 500,000 – Each Occurrence Limit
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products & Completed Operations Aggregate Limit
\$1,000,000 – General Aggregate Limit
\$ 500,000 – Property Damage
\$ 5,000 Medical Expense

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Agreement.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

19. Severability. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

20. Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 57th Judicial Circuit Court of the State of Michigan, the 90th District of the State of Michigan, or the United States District Court for the Western District of Michigan, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

21. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties.

FOR CONTRACTOR

4-28-25
Date:


By: Pat Deering
Its owner

FOR EMMET COUNTY

4/29/25
Date


By: David Boyer, County Administrator

EXHIBIT IV NON-DISCRIMINATION REQUIREMENTS

In addition to the non-discrimination requirements in Section 8 of the Agreement, Contractor agrees to the following requirements:

- (1) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (4) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (5) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (6) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

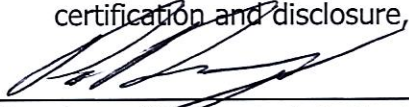
**EXHIBIT III
ANTI-LOBBYING CERTIFICATION**

The undersigned Deering Tree Service certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Deering Tree Service certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Date 4-28-25



12776 S. Maple City Road
Maple City, MI 49664

Estimate

Date	Estimate #
4/15/2025	19837

Customer Billing Address
County Of Emmet Attn: Accounts Payable 200 Division Street, Suite G74 Petoskey, MI 49770

Work Location
Off-Site Tub Grinding

By signing or verbally approving this proposal you are stating that you own and/or have authority to make decision(s) on the tree(s) we will be servicing.
Thank you for your business, we appreciate it very much!
Tom, Josh, Jack & Patrick Deering

Customer Phone	Customer Alt. Phone
231-348-0648 Lindsey	

Description
-Grind And Truck Material Price: \$3.75 Per Yard Note: Due to the large volume of debris at the sites during the site visits on 4-15-2025, we are waiving trucking charges and lowering the grinding price. If you have any questions or concerns, please contact Patrick Deering at 231-645-9668. Thank you!

Please Note: Our guarantee on trees is only valid if the irrigation is done to our specifications, 1 year guarantee on planted trees. MISS DIG will be contacted for flagging of underground utilities a minimum of 72 hours prior to work beginning. WE ARE NOT responsible for any damages to UNMARKED private utilities, dog fences, septic lines, satellite dishes, etc.

Total \$0.00

Authorization To Proceed With Estimated Tree Work: _____

Phone #	Fax #	Email
231-228-6492	231-228-7492	office100@deeringtreeservic...



EMMET COUNTY - Board of County Commissioners Meeting
May 5, 2025 - 6:00 PM

Upcoming Meeting Dates

SUMMARY:

The next Board of Commissioners meeting will be held on May 15, 2025 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.