

Village of Beulah
7228 Commercial St.
Beulah, MI 49617
231-882-4451
7:00 p.m.

The Village of Beulah is an Equal Opportunity Provider and Employer

Regular Council Meeting Agenda – Wednesday, January 10, 2024

1. Roll Call
2. Pledge of Allegiance
3. Conflict of interest by any council members
4. Approval of the agenda
5. Approval of Meeting minutes: Dec 12, 2023 Budget; Dec 12, 2023 Regular
6. Approval of bills for December 2023
7. Brief public comments on agenda items only

Communication to Council:

1. Rhonda Nye
2. Tim Cypher – Zoning Admin:

Committee Reports:

Treasurer's Report – Margaret Lumm

1. Water/Sewer – Chair Smith
2. Law/Finance – Chair Hook
3. Building/Grounds – Chair Browning
4. Parks/Rec – Chair Heniser
5. Streets/Sidewalks – Chair Loll
6. Equipment – Chair Downs
7. Maintenance Supervisor – Jeff Cypert

Old Business:

New Business:

1. Arbre Croche Cultural Resources LLC – Proposal for Section 106 for Application Preparation for Waste Water Improvement Project
2. 2024-001 – to add Michigan Class as an Investment Option
3. BakerTilly Engagement Letter
4. Investment Policy
5. Spoils Removal Bids: Bonney Brothers; Kerby's Backhoe; AJ's Excavating
6. Conservation District Request to Plant Trees
7. CLCBA – 2024 Winter Fest Fireworks Permit
8. CLCBA – 2024 Winterfest – Fantail Farms - \$500.00 request

Public Input: Each person allowed (2) two minutes for a total of (10) ten minutes

Adjournment

PUBLIC COMMENT

Purpose: The Beulah Village Council is a public policy setting body and subject to the Open Meetings Act (PA 267 of 1976). It continually strives to receive input from the residents of the village and reserves two opportunities during the monthly scheduled meeting for you the public to voice opinions, concerns and sharing of any other items of common interest. There are however, in concert with meeting conduct certain rules to follow.

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

Group Presentations – 10 minutes
Individual Presentations – 2 minutes

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

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

Council Contacts:

President	Jeri VanDePerre	231-882-5284
President Pro Tem	Dan Hook	231-882-1392
Trustee	Annie Browning	734-678-6062
Trustee	Phil Downs	231-882-4847
Trustee	DeAnn Loll	231-590-5430
Trustee	Mark Heniser	210-542-4890
Trustee	Jerome (Jerry) Smith	231-871-8747

Village of Beulah
7228 Commercial Street, PO Box 326
Beulah, MI 49617
231-882-4451

The Village of Beulah met in a Special Budget Hearing on Tuesday, December 12, 2023, at 6:30 p.m. at the Village Office, 7228 Commercial Street, Beulah, Michigan.

Present: Trustees Downs, Heniser, Hook, Loll and VanDePerre
Excused: Trustees Browning and Smith
Staff Present: Superintendent Cypert, Treasurer Lumm, Clerk Olney,
Public Present: Vicki Carpenter, Mary Szwed, Kirk Smith, Keith Behm, Marsha Behm

Conflict of Interest by any council member: None

Agenda: Motion by Downs, seconded by Heniser, to approve the agenda as presented. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Public Comment on Agenda Items – None

Pro Tem/Finance Chair Hook says thank you to everyone that participated in preparation of this budget. All budget requests were put into the budget; all requests were put in the budget.

Motion by Hook, seconded by Loll, to approve the 2024 budget as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

6:45 p.m. Public Comment – None

Motion by Downs, seconded by Heniser, to adjourn at 6:45 p.m. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Downs Motion carried.

Dawn Olney
Beulah Village Clerk

Village of Beulah
7228 Commercial Street, PO Box 326
Beulah, MI 49617
231-882-4451

The Village of Beulah met in a regular meeting on Tuesday, December 12, 2023, at 7:00 p.m. by President Jeri VanDePerre at the Village Hall 7228 Commercial Street, Beulah, Michigan.

Present: Trustees Downs, Heniser, Hook, Loll, and VanDePerre
Excused: Trustees Browning and Smith
Staff Present: Superintendent Cypert, Treasurer Lumm, Clerk Olney
Public Present: Vicki Carpenter, Kirk Smith, Keith Behm, Marsha Behm, Mary Szwed and Commissioner Rhonda Nye

Conflict of Interest by any council member: None

Agenda: Motion by Loll, seconded by Downs, to approve the agenda as amended, adding New Business #6 Planning Commission Per Diem and #7 RV Park Rules for 2024. Ayes: Downs, Heniser, Hook, Loll, and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Minutes: Motion by Downs, seconded by Heniser, to approve the minutes of the November 14, 2023 regular meeting as corrected. Ayes: Downs, Heniser, Hook, Loll, and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Bills:

Motion by Loll, seconded by Heniser, to approve payment of the bills for November 2023 as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll, and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Public Comment on Agenda Items – None

Communication to Council:

Commissioner Nye reported from the County Commissioner meeting this morning – Rebecca Hubers, Emergency Management, honored two CERT volunteers; the County Campus expansion is on schedule; NMC Sheriff School; hired 3 Part Time Bailiffs; 24/7 road patrol will become in May 2024; new county web address is BenzieCo.gov; State Rep Betsy Coffia gave an update from Lansing; Headlee Override – will need ½ of the townships to agree before moving forward.

ZA Cypher excused

Treasurer's Report – Margaret Lumm reported that Act 51 funds have been received and we sold the truck, so those funds were placed in Equipment Replacement.

Trustee Hook asks that funds 247, 445 and 496 be removed from the Treasurer's Report since those funds are not being used.

Margaret also reported that the Low-Income Household Water Assistance Program will be ending March of 2024 due to lack of funding; she urges everyone to write our state legislators to support SB 549-552.

Motion by Hook, seconded by Heniser, to accept the Treasurer's report for November 2023 as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll, and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Committee Reports:

Trustee Smith (excused): Water/Sewer – President VanDePerre reported that there is not much of an update regarding ACO at this time; we are also working with Rural Development and on January 9, 2024 at 7:00 p.m. there will be a Public Hearing at the Mills Community House 3rd Floor, to explain the funding and millages. Will be advertised in the Record Patriot, placed on our website www.villageofbeulah.net and Code RED.

Trustee Hook: Law/Finance – reported that he is seeking additional information regarding a grant for EV fast charging stations. Recommends to put some cash into CDs for a better interest rate: \$250,000 from Major Streets and \$250,000 from General Fund, with a 4.65% rate for six months.

Motion by Hook, seconded by Heniser, to authorize \$250,000 from Major Streets and \$250,000 from General Fund to invest with State Savings Bank or Michigan Class as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll, and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Trustee Browning (excused): Buildings/Grounds – No report

Trustee Heniser: Parks & Recreation – reported that the new RV Park Rules are ready and gave a brief update on some of the changes: timeline to decide if they want to come in for 2024, all campground moorings are on hold with 30-days to resubmit, so no overnight boats; thank you to the DPW for placing the pole for cameras; all docks spaces have been marked for next year; repaired the launch ramp; the RV Manager is cleared to come back next year.

Trustee Loll: Streets & Sidewalks – reported that the Implementation Plan is now complete, on the website, and has been sent to the state; she has prepared a checklist to follow what the information is used.

Trustee Downs: Equipment – reported the truck has been sold for \$13,000.

Superintendent Cypert: Jeff indicated all is well and everything working; it has helped having no snow.

Old Business: None

New Business:

1. Fence contract with Crystal View Orchards: Motion by Heniser, seconded by Loll, to approve the contract with Crystal View Orchards in the amount of \$75,627.70 for fencing at the sewer ponds as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.
2. Contract with Kerby's Backhoe: No contract needed due to amount.
3. DHM Services – Sewer Generator: Motion by Loll, seconded by Downs, to accept the DMH Services bid in the amount of \$20,797.00. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

4. Amended 2023 Budget: Motion by Hook, seconded by Heniser, to adopt the Year-End Amendments to the 2023 Beulah Village Budget as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.
5. Resolution Proposing Amended Water & Sewer Rates to be effective 1/1/2024: Motion by Hook, seconded by Heniser, to adopt resolution 2023-005 Water and Sewer Rate Increases effective January 1, 2024 (first billing April 2023) as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.
6. Planning Commission Per Diem: Motion by Heniser, seconded by Loll, to set the per diem rate for Planning Commission at \$25.00 per meeting attended, effective December 2022, when the Planning Commission was formed. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.
7. RV Park Rules for 2024: Motion by Heniser, seconded by Downs, to approve the RV Park Rules for 2024 as presented. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Correspondence:

1. 2024 Council Meeting Dates: Motion by Loll, seconded by Heniser, to adopt the 2024 meeting dates as amended (January 9 change to January 10, 2024. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.
2. Benzie Sunrise Rotary: Request for Trailhead Use: Motion by Hook, seconded by Loll, to make the Trailhead Building available to the Benzie Sunrise Rotary Club on June 1, 2023 to host they 16th Annual Bike Benzie Tour, including the connection of a hose outside the building. Ayes: Downs, Heniser, Hook, Loll, and VanDePerre Nays: None Exc: Browning and Smith Motion carried.
3. Benzie Chamber Request: Literature at Trailhead Use: Motion by Loll, seconded by Heniser, to authorize the Benzie Chamber to place literature in the Trailhead Building with the following specifications: 1) for the period January through December 2024; 2) Coordinate move in with Jeff Cypert, Superintendent; and 3) All items need to be removed when leaving for new space. Roll call. Ayes: Downs, Heniser, Hook, Loll and VanDePerre Nays: None Exc: Browning and Smith Motion carried.
4. Richard Brauer: Dogman3 Update – information only
5. Email received from Robert Riddell regarding local business owners and employees parking on the street. Discussion stated that the CLCBA does mention this in the newsletters. Trustee Loll will do a letter to send to the businesses.

8:36 p.m. Public Input

Vicki Carpenter says thank you to the village crew – downtown is beautiful; Christmas Magic was December 9 and turned out very nice; December 21 she will be hosting a retirement party for Nancy (Postmaster) for her retirement – Trailhead Building 11 am – 2 pm; working on Winter Fest planning and the logistics for the fireworks in case there is not snow; CodeRED street parking notice is very good; other organizations have been putting stuff in the Trailhead Building too (most likely without permission).

8:40 p.m. Public Input Closed

Next:

Public Hearing: January 9, 2024 at 7:00 p.m. at Mills Community House regarding the Administrative Consent Order for the Sewer Project

Regular Meeting: January 10, 2024 at 7:00 p.m. Village Hall

Motion by Downs, seconded by Heniser, to adjourn at 8:40 p.m. Ayes: Downs, Heniser, Hook, Loll, and VanDePerre Nays: None Exc: Browning and Smith Motion carried.

Dawn Olney
Beulah Village Clerk

DRAFT

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
PAID					
Fund 101 GENERAL					
Dept 101 VILLAGE COUNCIL					
101-101-801.100 PROF SERVICE - LEGAL		SONDEE, RACINE & DOREN, PLSTATEMENT 69 / CLIENT 2659		1,080.00	25787
		Total For Dept 101 VILLAGE		1,080.00	
Dept 201 ACCOUNTING		J DULZO TAX & ACCOUNTING SINV 2690 NOVEMBER 2023 AC		325.00	25778
101-201-806.000 PROFESSIONAL SERVICES					
		Total For Dept 201 ACCOUNT		325.00	
Dept 265 HALL & GROUNDS		LINDA ROBOTHAM	REIMBURSE CLEANING SUPPLIE	41.62	25771
101-265-740.000 OPERATING SUPPLIES		NETLINK BUSINESS SOLUTIONS INV 147561		99.20	25777
101-265-740.000 OPERATING SUPPLIES		CHARTER COMMUNICATIONS INV#005283001112123		169.97	25766
101-265-920.000 UTILITIES		CONSUMERS ENERGY ACCT# 1000 0564 9528 - WEI		28.79	25812
101-265-920.000 UTILITIES		CONSUMERS ENERGY ACCT# 1000 0566 2166 - TR2		50.09	25812
101-265-920.000 UTILITIES		CONSUMERS ENERGY ACCT# 1000 0564 9288 - OFF		133.57	25812
101-265-920.000 UTILITIES		CONSUMERS ENERGY ACCT# 1000 0564 8975 - BAC		56.31	25812
101-265-920.000 UTILITIES		DTE Energy ACCT# 9100 224 3349 4		280.40	25815
101-265-920.000 UTILITIES		DTE Energy ACCT# 9100 224 3361 9		324.97	25815
101-265-920.000 UTILITIES		DTE Energy ACCT# 9100 224 3374 2		119.00	25815
		Total For Dept 265 HALL &		1,303.92	
Dept 299 OTHER GENERAL GOVERNMENT		ACTION INDUSTRIAL SUPPLY INV# 4334829 - CUSTOMER# 1		343.18	25765
101-299-716.000 FRINGE BENEFITS		GRA BENEFITS GROUP GROUP# 4INP05-1378 - 1/1/2		148.20	25798
101-299-716.000 FRINGE BENEFITS		DELTA DENTAL INV# RIS0005384375 BILLING		99.30	25816
101-299-801.000 PROFESSIONAL SERVICES		KRAFT BUSINESS SYSTEMS INV#781892 / CUST #C003545		561.00	25780
101-299-855.000 CHRISTMAS DECORATIONS		CONSUMERS ENERGY ACCT# 1000 0564 9791 - STF		136.75	25812
101-299-900.000 PRINTING & PUBLISHING		THE PIONEER GROUP ACCT# 42100540/ 302426941		54.00	25788
101-299-956.000 MISCELLANEOUS		STATE SAVINGS BANK BOX 100374 - SAFE DEPOSIT		60.00	25775
		Total For Dept 299 OTHER G		1,402.43	
Dept 448 STREET LIGHTING		CONSUMERS ENERGY 1000 0051 4065 - STREETLIC		99.66	25767
101-448-920.000 UTILITIES		CONSUMERS ENERGY 1030 3584 8797 - LED LIGHT		624.38	25767
101-448-920.000 UTILITIES					
		Total For Dept 448 STREET		724.04	
Dept 528 SANITATION		REPUBLIC SERVICES #239 INV #0239-003478250 / ACCT		137.25	25773
101-528-967.000 REFUSE PICKUP					
		Total For Dept 528 SANITAI		137.25	
Dept 721 PLANNING COMMISSION		BARB SKUDALL	PC PER DIEM 12-22 THRU 12-	125.00	25783
101-721-801.500 MP CONTRACT SERVICES		ANNIE BROWNING	PC PER DIEM 12-22 THRU 12-	175.00	25793
101-721-801.500 MP CONTRACT SERVICES		KEITH BEHM	PC PER DIEM 12-22 THRU 12-	175.00	25794
101-721-801.500 MP CONTRACT SERVICES		ED POPOUR	PC PER DIEM 12-22 THRU 12-	150.00	25795
101-721-801.500 MP CONTRACT SERVICES		DEBBIE SMITH	PC PER DIEM 12-22 THRU 12-	175.00	25796

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
PAID					
Fund 101 GENERAL					
Dept 721 PLANNING COMMISSION					
Dept 722 ZONING				800.00	
101-722-801.500 CONTRACT SERVICES - ZONINGCYPHER GROUP INC			OCT 2023 ZA/PC CONTRACT- S	1,023.08	25791
101-722-801.500 CONTRACT SERVICES - ZONINGCYPHER GROUP INC			NOV 2023 - ZA/PC CONTRACT	800.00	25791
				1,823.08	
Dept 751 PARKS & RECREATION					
101-751-740.000 OPERATING SUPPLIES		STATE OF MICHIGAN- EGLE	INV11161478 - CUSTOMER ID	109.00	25774
101-751-740.000 OPERATING SUPPLIES		TRACTOR SUPPLY	ACCT# 6035301203743313	142.86	25776
101-751-920.000 UTILITIES		CONSUMERS ENERGY	ACCT# 1000 0566 1358 - BEA	29.51	25812
101-751-920.000 UTILITIES		CONSUMERS ENERGY	ACCT# 1000 6824 3771 - LAW	28.79	25812
101-751-920.000 UTILITIES		CONSUMERS ENERGY	ACCT# 1000 0566 1150 - RV	72.99	25812
101-751-920.000 UTILITIES		CONSUMERS ENERGY	ACCT# 1000 0566 1747 - PAF	32.55	25812
101-751-920.000 UTILITIES		DTE Energy	ACCT# 9100 226 7157 2	50.90	25815
101-751-930.000 REPAIRS & MAINTENANCE		KEN-JAC PUMPING INC	POTSELES BEACH/LAUNCH NOVE	240.00	25789
				706.60	
				8,302.32	
Fund 271 LIBRARY FUND					
Dept 000					
271-000-801.000 PROFESSIONAL SERVICES		DARCY LIBRARY	TAXES DUE TO LIBRARY	1,047.37	25797
271-000-801.000 PROFESSIONAL SERVICES		DARCY LIBRARY	2023 WINTER TAXES	6,083.31	25814
				7,130.68	
				7,130.68	
Fund 590 SEWER FUND					
Dept 536 R&R ACTIVITY					
590-536-803.000 R&R ENGINEERING		GOSLING CZUBAK ENGINEERING INC	INV93872 - WWTF IMPROVEMEN	1,668.00	25770
590-536-803.000 R&R ENGINEERING		GOSLING CZUBAK ENGINEERING INC	93979 - WWTP 20230270C	25,655.00	25770
590-536-803.000 R&R ENGINEERING		GOSLING CZUBAK ENGINEERING INC	2023 WWTF IMPROVEMENTS 202	2,095.00	25799
590-536-803.000 R&R ENGINEERING		GOSLING CZUBAK ENGINEERING INC	2023 WWTP 2023027002	36,775.00	25799
590-536-831.000 R&R CONTRACT SERVICES		CRYSTAL VIEW ORCHARDS	POND PROJECT	29,727.70	25802
				95,920.70	
Dept 566 SUPPLY & DISTRIBUTION EXPENSES					
590-566-801.100 PROFESSIONAL SERVICES - LESONDEE, RACINE & DOREN, PISTATEMENT 69 / CLIENT 2659				396.00	25787
590-566-803.000 ENGINEERING		GOSLING CZUBAK ENGINEERING INC	INV94000 - WWTF WELL SAME	850.00	25770
590-566-803.000 ENGINEERING		GOSLING CZUBAK ENGINEERING INC	WWTP WELL SAMPLING 2017C	3,870.97	25799
590-566-850.000 SEW COMMUNICATIONS		MILLS COMMUNITY HOUSE ASSCRENTAL - PUBLIC MEETING WW		75.00	25792
590-566-920.000 UTILITIES		CONSUMERS ENERGY	ACCT# 1000 0566 0327 - IRF	98.94	25784
590-566-920.000 UTILITIES		CONSUMERS ENERGY	ACCT# 1000 0566 0079 - LIE	64.30	25784
590-566-920.000 UTILITIES		AT&T MOBILITY	ACCT 287327001571 - INV XI	234.30	25801
590-566-920.000 UTILITIES		CONSUMERS ENERGY	ACCT# 1000 0566 2398 - LIF	423.86	25812

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
PAID					
Fund 590 SEWER FUND					
Dept 566 SUPPLY & DISTRIBUTION EXPENSES					
590-566-920.000	UTILITIES	CONSUMERS ENERGY	ACCT# 1000 0566 0574 - PON	30.09	25812
590-566-920.000	UTILITIES	DTE Energy	ACCT# 9200 451 1918 6	54.84	25815
590-566-930.000	REPAIRS & MAINTENANCE	GILLISON'S VARIETY FABRIC	INV21363 - INV21343 ACCT #	348.52	25769
Total For Dept 566 SUPPLY				6,446.82	
Total For Fund 590 SEWER F				102,367.52	
Fund 591 WATER FUND					
Dept 564 SUPPLY AND DISTRIBUTION					
591-564-831.000	CONTRACT SERVICES	DAVID BISSELL	WATER SYSTEM TEMPORARY OIC	200.00	25779
591-564-831.000	CONTRACT SERVICES	CUMMINS SALES & SERVICE	INV S4-57970 / CUSTOMER 2C	1,172.44	25790
591-564-831.000	CONTRACT SERVICES	CUMMINS SALES & SERVICE	INV S4-57971 / CUSTOMER 2C	956.72	25790
591-564-831.000	CONTRACT SERVICES	CUMMINS SALES & SERVICE	INV S4-57823 / CUSTOMER 2C	1,172.44	25790
591-564-920.000	UTILITIES	CONSUMERS ENERGY	ACCT# 1000 8426 1468 - WAI	128.20	25784
591-564-920.000	UTILITIES	CONSUMERS ENERGY	ACCT# 1000 0564 9932 - WEI	467.17	25812
591-564-920.000	UTILITIES	CONSUMERS ENERGY	ACCT# 1000 8527 2605 - BOC	294.85	25813
591-564-920.000	UTILITIES	CONSUMERS ENERGY	ACCT# 1000 0566 0939 - WEI	121.54	25813
591-564-920.000	UTILITIES	DTE Energy	ACCT# 9100 224 3336 1	138.33	25815
591-564-930.000	REPAIRS & MAINTENANCE	CRYSTAL LOCK & SUPPLY	INV#21553 - REPLACE BROKEN	278.00	25768
591-564-930.000	REPAIRS & MAINTENANCE	NUGENT ACE HARDWARE	INV# 210193 - ACCT 1038	16.18	25772
Total For Dept 564 SUPPLY				4,945.87	
Total For Fund 591 WATER F				4,945.87	
Fund 641 EQUIPMENT					
Dept 641 EQUIPMENT					
641-641-740.000	OPERATING SUPPLIES	YOUR FLEETCARD PROGRAM	BC854	359.01	25800
641-641-930.000	REPAIRS & MAINTENANCE	NAPA AUTO PARTS	ACCT#28514392 / INV#511271	56.53	25786
641-641-970.000	CAPITAL OUTLAY	GILLISON'S VARIETY FABRIC	INV 21529 / BEU50	34,599.52	25785
Total For Dept 641 EQUIPME				35,015.06	
Total For Fund 641 EQUIPME				35,015.06	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 GENERAL	8,302.32	
			Fund 271 LIBRARY FUND	7,130.68	
			Fund 590 SEWER FUND	102,367.52	
			Fund 591 WATER FUND	4,945.87	
			Fund 641 EQUIPMENT	35,015.06	
				157,761.45	

GL Number	Description	Beginning Balance	Debits	Credits	Ending Balance
Fund 101 GENERAL					
101-000-001.000	GENERAL CASH ACCOUNT	264,737.58	9,962.47	32,951.10	241,748.95
101-000-003.000	CD'S	0.00	0.00	0.00	0.00
101-000-004.000	DARCY LIBRARY FUND	0.00	0.00	0.00	0.00
Fund 202 MAJOR STREETS					
202-000-001.000	MAJOR STREET CASH ACCOUNT	376,675.96	4,808.61	719.14	380,765.43
Fund 203 LOCAL STREETS					
203-000-001.000	LOCAL STREET CASH ACCOUNT	76,751.96	1,920.41	648.31	78,024.06
Fund 211 MUNICIPAL STREET FUND					
211-000-001.000	CHECKING	11,034.19	0.00	0.00	11,034.19
Fund 271 LIBRARY FUND					
271-000-001.000	CHECKING	(0.09)	7,130.77	7,130.68	0.00
Fund 401 NPS GRANT FUND					
401-000-001.000	NPS GRANT CASH ACCT	19,713.60	15,399.00	0.00	35,112.60
Fund 445 PUBLIC IMPROVEMENT FUND					
445-000-001.000	PUBLIC IMPROVEMENT	0.00	0.00	0.00	0.00
Fund 590 SEWER FUND					
590-000-001.000	SEWER OPERATIONS	36,699.60	3,311.85	106,277.80	(66,266.35)
590-000-001.300	SEWER BOND RESERVE	25,999.79	0.00	0.00	25,999.79
590-000-001.400	SEWER REPAIR & REPLACEMENT	(7,888.07)	2,450.00	0.00	(5,438.07)
Fund 591 WATER FUND					
591-000-001.000	WATER BILL RECEIPTS	206,711.05	6,392.64	9,590.35	203,513.34
591-000-001.500	WATER SYSTEM BOND PAYMENTS	77,780.54	0.00	0.00	77,780.54
591-000-001.600	WATER CIP	44,000.00	4,000.00	0.00	48,000.00
591-000-001.700	WATER OPERATIONS	19,612.15	5,000.00	8,513.36	16,098.79
591-000-001.800	WATER BOND RESERVE	132,500.00	4,500.00	0.00	137,000.00
591-000-001.900	WATER REPAIR & REPLACEMENT	112,613.14	3,200.00	0.00	115,813.14
Fund 641 EQUIPMENT					
641-000-001.000	EQUIPMENT CASH ACCOUNT	84,129.70	0.00	41,038.47	43,091.23
641-000-001.100	EQUIPMENT TRUCK ACCT	28,305.27	5,000.00	0.00	33,305.27
Fund 703 TAX SAVINGS FUND					
703-000-001.000	TAX SAVINGS CASH ACCOUNT	350,604.52	0.00	0.00	350,604.52
		1,859,980.89	73,075.75	206,869.21	1,726,187.43



Arbre Croche Cultural Resources LLC

Misty M. Jackson, Ph.D., Proprietor and Principal Investigator

ACCR is a Woman-owned Small Business

214 South Main Street, Leslie, Michigan 49251 • 517-525-3060

mjackson@arbrecroche.com

www.arbrecroche.com

December 14, 2023

Jeri VanDeperre, Village President
Village of Beulah
7228 Commercial St, P.O. Box 326
Beulah, MI 49617

RE: Proposal for Section 106 Review Application Preparation for Proposed Waste Water Improvement Project, Village of Beulah, Benzonia Township, Benzie County, Michigan

Dear Ms./Mr. VanDeperre,

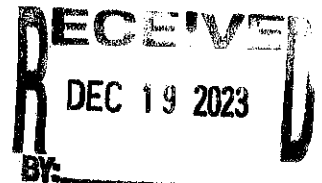
Per your request, I am pleased to provide the following proposal for archaeological and historic architecture services for preparation of a Section 106 application and conduct of the required associated research for the proposed Waste Water Improvement Project, Village of Beulah, Benzonia Township, Benzie County, Michigan

For this project I will partner with Jessica Flores of Preservation Forward, East Lansing, Michigan. Ms. Flores' education and experience meet and exceed the federal qualifications under 36 CFR Part 61 for architectural historian. My education and experience meet and exceed the federal qualifications under 36 CFR Part 61 for an archaeologist. Both sets of credentials are required by the Michigan SHPO to complete Section 106 applications, and Ms. Flores and I are listed with the Michigan SHPO as qualified consultants meeting and exceeding the Standards of the Secretary of the Interior. Ms. Flores and I will conduct all research and report and application preparation.

Arbre Croche Cultural Resources LLC (ACCR) will serve as the entity with whom the Village of Beulah will contract. ACCR is a small, woman owned business based in Leslie, Michigan with no branch offices.

Project Description

The Village of Beulah proposes to undertake a wastewater improvement project that is to be funded by USDA Rural Development. USDA Rural Development requires an environmental report that includes a SHPO Section 106 Review application. The project areas are the wastewater treatment facility, ROW of Center Street from Pleasant Street to East Street, ROW of Center Street from Fourth Street to Birchwood, ROW of Center Street from Elmwood Street to end and west side of US-31 ROW from Fourth Street to Elmwood Street.



Scope of Work

The following scope of work will be conducted by Ms. Flores and me for the fee structure quoted in this proposal. We will provide background investigations, research, documentation, and any other required information necessary for initiating Section 106 consultation. This includes as follows:

- Work with the Village of Beulah to determine the area of potential effects (APE).
- Identify known historic (above ground) properties over 50 years of age, or lack thereof, within the APE. Identification will be assisted by conducting a search of the *National Register of Historic Places*, *Michigan State Register of Historic Sites*, *Michigan Modern*, and any available online local historical records from a local historical society or township as relevant for any historic properties within the APE.
- ACCR/Preservation Forward will take photographs of the project area and project site and potentially affected historic properties over 50 years of age and compile a photo log that is keyed to a map according to SHPO guidelines.
- Request from the Michigan SHPO the site files and identify previously recorded archaeological sites within the APE from those files and other available documents including historic county atlases and historic USGS quadrangle maps.
- Evaluate the effect the project will have on historic and archaeological resources, if present, and provide hypotheses and reasons therefore as to whether currently unidentified archaeological resources may exist in the APE.
- Deliverables: provide the results of the desktop review and recommendations to the Village of Beulah in a clear summary report with associated maps for preliminary review and comment. The report will be submitted in two parts: above ground resources and archaeological resources. The reports will accompany the Section 106 review application submitted to the Village of Beulah who will submit the reports and application to the Michigan SHPO.
- Deliverables: prepare a draft Section 106 application along with all documentation necessary for SHPO and other stakeholders (federal agency, etc.) to consult and determine the project's potential for affecting historic properties. This includes architectural survey forms for any structures, buildings or complexes over 50 years old within the APE per SHPO requirements.

Not Included in the Scope of Work

The Village of Beulah must provide on the Section 106 review application the necessary data for Section II Federal Agency Involvement and Response Contact Information.

The Section 106 review application issued by the Michigan SHPO includes Section V Identification of Consulting Parties. This section is the responsibility of the Village of Beulah and not that of Arbore Croche Cultural Resources LLC (ACCR) or of Preservation Forward.

The Village of Beulah must provide the completed Section 106 application to the appropriate federal agency representative for that individual's signature prior to the Village of Beulah submitting the documents to the Michigan SHPO. If the Village of Beulah has been designated as the appropriate entity to sign the Section 106 application, then that letter appointing them as the designated signer must accompany the Section 106 application.

Additional Work

Two possible scenarios could result from the submission of the Section 106 application to the SHPO.

- 1) Request for more information from the SHPO. While a complete submission will be prepared, and while it is not anticipated that any additional request will be made, it should be noted that it is impossible for any consultant to predict the SHPO

- response. Additional research or documentation will be at an additional cost.
- 2) Adverse Effect to historic properties. If there is an adverse effect to historic properties additional consultation and mitigation will be required and will be at an additional cost.

Note:

- 1) If it is the recommendation of ACCR that a Phase I archaeological survey is necessary in order to provide a determination of “No historic properties will be affected,” or a determination of “Historic properties will be affected and the property will – have No Adverse Effect on historic properties within the APE,” then the Phase I survey will be conducted under a separate contract with a separate fee. The Village of Beulah is at liberty, if it chooses to do so, to issue an RFP to other consultants for a phase I archaeological survey and would not be bound to sole source future contracts to ACCR.
- 2) If the scope of work changes, or if the Village of Beulah has not provided a complete description of the scope of work at the time of submission of the original proposal for Section 106 research by ACCR such that additional unanticipated research and assessment is required by ACCR and/or Preservation Forward, then an additional fee will be required to complete the Section 106 research and application in accordance with the change of scope of work.
- 3) Prior to submission to the Michigan SHPO of the Section 106 application and supporting documents, in the event that the results of research and recommendations provided by ACCR and/or Preservation Forward are such that the client wishes to substantially alter the proposed project design plans in order to avoid impact or potential impact to known or potential historic resources within the proposed project boundaries, and in the event that the alterations to the proposed project design plans require substantial review by ACCR and Preservation Forward and revision of the assessment documents and/or Section 106 application, additional fees will be negotiated with the Village of Beulah in order to cover the additional time required for the review and revisions resulting from the alterations to the original proposed project design plans.

Additional Materials and Information Request by Consultants

We request specific project design plans in the form of maps and descriptions of construction plans that will provide total project length, width and depth of excavation/ground disturbance. ***The work described in this proposal cannot proceed without the design plans. Preliminary plans, if they provide sufficient information on location and dimensions of ground disturbance including depth will be acceptable.***

We request copies (electronic) of any historic maps held by the Village of Beulah or their client of the project location.

We request, if available, GIS shape files of the proposed project location.

Schedule

ACCR proposes submission of deliverables to the Village of Beulah 45 to 60 days after the Village of Beulah notifies ACCR of acceptance of quote. This is contingent on ACCR receiving the necessary project data (design plans with length, width, and depth of ground disturbance) from the Village of Beulah in a timely manner. It is also contingent on the timing of the receipt of files from the Michigan SHPO. ACCR will schedule a visit to the Michigan SHPO to research the required files in their possession.

Note: The Michigan State Historic Preservation Office (SHPO) is allowed 30 days within which to review the Section 106 application after it is submitted to them. The one month to 45 days required for completion of the application as outlined in this proposal is the time

frame required by ACCR and Preservation Forward and does not include the Michigan SHPO's required 30 days.

Fees

The scope of work described above will be completed for the lump sum fee of **\$3,200**. This quote is good for 6 months from the date of this proposal. Also, if the project is awarded but work by ACCR cannot begin for 6 months or longer due to lack of design plans or some other work stoppage imposed by the client, then the fee becomes negotiable. Fees include insurance (General Liability, Professional Liability, and auto insurance, as well as Worker's Compensation) in addition to research, application completion and submission of files request to the Michigan SHPO.

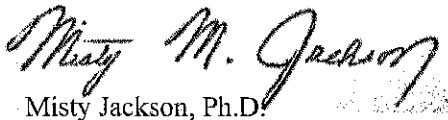
One invoice will be submitted at the time the Section 106 application, assessments and required attachments are submitted to the Village of Beulah. Invoices are payable in 30 days.

Similar Projects Completed/Qualifications

Ms. Flores and I independently each have over twenty years of experience in completing Section 106 reviews. We also have both previously worked in the Michigan SHPO. With the new SHPO requirements in early 2020 we have teamed together to complete Section 106 applications and reports for many clients. A list of completed projects is available upon request.

Thank you for your consideration of this proposal, and we hope to have the opportunity to serve you.

Sincerely,


Misty Jackson, Ph.D.

Village of Beulah

RESOLUTION NO. 2024-001

RESOLUTION TO APPROVE THE ADDITION OF MICHIGAN COOPERATIVE
LIQUID ASSETS SECURITIES SYSTEM
AS AN APPROVED INVESTMENT OPTION

WHEREAS, the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is compliant with Public Act 20; and

WHEREAS, the Michigan CLASS Board of Trustees oversees the pool and directs the pool administrator, Public Trust Advisors, to emphasize safety, liquidity, and convenience while providing diversification of investments and the advantage of a competitive return; and

WHEREAS, Michigan CLASS investments are fully compliant with all appropriate Michigan investment laws; and

WHEREAS, Michigan CLASS has over 750 funded participants ranging from the very large to the very small, with nearly \$4 billion in shares outstanding; and

WHEREAS, this investment has no restrictions regarding withdrawals or contributions, affording the village the ability to use Michigan CLASS as it best suits our individual needs.

NOW THEREFORE BE IT HEREBY RESOLVED that the Village of Beulah approves the Michigan Class Investment Pool as an authorized Investment institution and authorizes the Treasurer to complete the necessary paperwork to enroll in the pool.

Motion made by _____, seconded by _____.

Upon roll call vote the following voted:

Ayes: _____

Nays: _____

Excused: _____

Resolution declared adopted on the ____ day of January, 2024.

Dated: January ____, 2024

Jeri VanDePerre, President

CERTIFICATION

I, Dawn Olney, the duly elected and acting Clerk of Village of Beulah certify that the foregoing resolution was adopted by the Village Council by a roll call vote at a regular meeting of the Council held on January ___, 2024, at which meeting a quorum was present.

Dated: January ___, 2024

Dawn Olney, Clerk



Baker Tilly US, LLP
2852 Eyde Pkwy, Ste. 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110
bakertilly.com

January 3, 2024

Village of Beulah
7228 Commercial Street
Beulah, MI 49617

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the Village of Beulah (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's

Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as to the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder,

including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary, or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

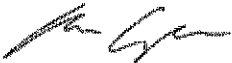
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a division of Baker Tilly Wealth Management, LLC, is registered as an investment adviser with the Securities and Exchange Commission ("SEC") under the Federal Investment Advisers Act of 1940, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Municipal Advisory Services

DATE: January 3, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the Village of Beulah (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

1st SCOPE OF WORK – BOND ANTICIPATION NOTE ("BAN")

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

Based on discussions with the Client and given the size and duration of this intended bond issue, we are anticipating a sale process that markets the bonds to banks through a request for proposal. Our scope of service and fee are based on this assumption.

The following services are included in the process of issuing bonds:

- Assessment of market options
- Advice regarding sale formats
- Development of a timetable
- Bond sizing and specifications
- Department of Treasury liaison
- Marketing of the Bond issue
- Conduct bond sale
- Closing letter
- Monitoring of the closing procedures

The fee for these services will be \$9,500 and is payable upon completion of the financing from BAN proceeds. The fee includes all routine expenses.

2nd SCOPE OF WORK – USDA RURAL DEVELOPMENT BOND ISSUE INCLUDING ASSOCIATED RATE STUDY

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

The services offered by the Firm for the proposed USDA project financing include revenue and rate support consulting, debt structuring, outline of bonding options, and managing the financing timetable. The revenue and rate support consulting will include structuring to support operation, maintenance, replacement reserve, bond/loan payments, and bond reserve. Specific assistance with the financing process will be provided in the form of bond structuring and specifications for the Bond Authorizing Resolution, Qualified Status with the Michigan Department of Treasury, USDA application components (442-7 Budget), and closing arrangements. The scope of the system rate review and fund management analysis is as follows ...

Included rate study scope of service:

A. Rate Study

1. Review historical operating expenses using audit and budget information.

- Three years audits and budgets.
 - Current and proposed (if available) budget.
2. "Test Year" is developed that reflects a baseline operating cost.
 - Based on current budget with leveling for base operating cost.
 - Determination of anticipated changes to operating cost.
 - Inflation factors by budget line item.
 3. The customer base is reviewed, including the number of billable customers and volumetric sales.
 - The accuracy of this data is verified by applying it to the current rate structure and compared to current audit and budget revenue.
 - Other operating and non-operating revenues evaluated.
 4. Assumptions are made regarding the customer base through the estimated period.
 - Prediction of customer and volume counts (may include more than one scenario).
 - Trending in system utilization, particularly for industry.
 5. Estimated operating cost.
 - Anticipated inflation by expense category.
 - Determination of any additions or reductions based on changing operations.
 6. Existing debt.
 - Existing annual debt service by debt issue.
 - Debt is separated by revenue support, in particular, debt that is paid from rates.
 - Refinancing and/or restructuring possibilities are explored.
 7. Capital improvement planning will identify the estimated asset investment cost by year for a selected forecast period of time.
 - The annual investment cost is evaluated and scenarios developed for cash funding and debt financing.
 - Funding asset investment from cash balances is weighed against potential efficiency of grouping certain cost together for purposes of debt financing.
 - Financing options are considered including State and Federal agency funding sources as well as open market bonds. Open market options will be affected by the size of the borrowing as well as other aspects such as credit and security.
 8. Fund balance analysis.
 - Actual cash and investments are analyzed including restricted assets.
 - A fund balance policy is developed that identifies a targeted upper limit as well as a minimum balance as appropriate for the particular system. These balances encompass legal commitments and good business practices.
 - The policy includes flexibility for temporary reductions below the minimum balance based on a plan to attain the level within a given period.
 - Separate capital improvement funds are considered. If utilized, policy is developed as to whether they are to be restricted, and if so, whether by resolution or ordinance.
 9. Rate management may be accomplished with more than one approach as to rate structuring and rate adjustment timing.
 - The elements of a rate structure, including the proportion of revenue generated from ready to serve and commodity charge are determined by policy decision, and other customer base characteristics.
 - Rate adjustment over time may be incremental or one time in nature.

B. Meetings and Reports

1. Attend up to three meetings with officials of the Client to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of BTMA's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend up to two public hearings to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

The fee for financial advisory services, including associated rate study, will be \$29,500 and is payable from loan/bond proceeds after closing.

The total fees of \$39,000 are reimbursable from the USDA bond issue if included in project cost estimates.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

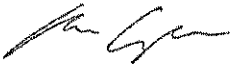
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

INVESTMENT POLICY FOR THE VILLAGE OF BEULAH

1. **PURPOSE**

It is the policy of the Village of Beulah to invest public funds in a manner that will ensure the preservation of principal while providing the highest investment return with maximum security, meeting the daily cash flow requirements of the Village, and conforming to all state statutes governing the investment of public funds.

2. **SCOPE**

This investment policy applies to all financial assets of the Village of Beulah. These assets are accounted for in the various funds of the Village and include the following funds:

- General Fund
- Special Revenue
- Funds Debt Service
- Funds Capital Funds
- Internal Service
- Funds Trust and
- Agency Funds
- Any new fund established by the Village.

3. **INVESTMENT OBJECTIVES**

3.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

3.2 **Diversification:** The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

3.3 **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3.4 **Return on Investment:** The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

4. **DELEGATION OF AUTHORITY TO MAKE INVESTMENTS**

Management responsibility for the investment policy is hereby delegated to the Village Treasurer as required by state statute.

TO BE INSERTED:

5. AUTHORIZED INVESTMENTS

The village is limited to investments authorized by Act 20 of 1943 MCL 129.91 as amended from time to time, and by way of illustration may invest in the following:

- (a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- (b) Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a financial institution, but only if the financial institution is eligible to be a depository of funds belonging to the state under a law or rule of this state or the United States.
- (c) Certificates of Deposit as authorized by MCL 129.91(5)
- (d) Obligations described in subdivisions (a) through (c) if purchased through an interlocal agreement under the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

TO BE DELETED:

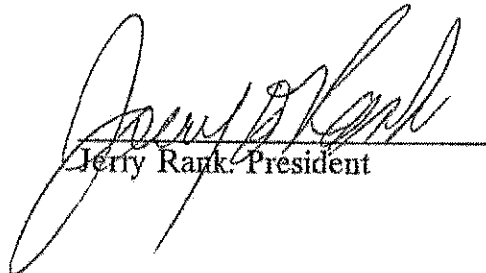
INVESTMENT ADVICE TO ACCOMPANY TRANSACTIONS

At the regular, monthly meeting of the Council of the Village of Beulah , there was a motion by Weinrauch, supported by Baltazar to authorize Dawn Olney, Treasurer, to direct Central State Bank directing interest payment as follows:

Certificates of Deposit numbers 7680, 7681, 7682, 7683, 7684, interest payments to be directed into account number 00023755-06 rather than 00206228-20.

Ayes: All
Nays: None
Abstains: None.
Motion Carried.

Dated: June 4, 1998



Jerry Rank, President

Dawn Olney

From: council2@villageofbeulah.net
Sent: Thursday, December 7, 2023 9:28 AM
To: Clerk
Subject: Fwd:
Attachments: image0.jpeg

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Dawn,

Here's the updated bid from Bonnie Brother for the removal of the stormwater settling pond spoils which includes a line item for extra yardage over 2000. To remind myself, this is in response to the previous estimate being a flat fee regarding which there were questions at our November village meeting....

Annie

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

Subject: Fwd:
Date: 2023-12-07 06:06
From: Annie Browning <annieb@umich.edu>
To: council2@villageofbeulah.net

----- Forwarded message -----

From: James Schroeder <bonneybrosexcavating@gmail.com>
Date: Tue, Dec 5, 2023 at 8:16 AM
Subject:
To: Annie Browning <annieb@umich.edu>

Sent from my iPhone

9730 Woodson Rd. • Belman, Michigan 49617 • (517) 882-5331

Name Village of Berkeley Phone None
 Address 7322A Concord St
 City Berkeley State Calif Zip 94617

CITY	DESCRIPTION	INITIAL	UNIT PRICE	AMOUNT
	Had away before 2000			
	yard From sitting dead			
	All material to be			
	included			\$26,000.00
	Any additional charges			
	over 2000 will be			
	charged at a rate of			
	\$16 per yard.			
	Total estimate			\$26,000.00

DEC 12 2023

12360 Cinder Rd.
Beulah, MI 49617

Date	Estimate #
10/27/2023	506

Bill To
Village of Beulah 7228 Commercial St. Beulah, MI 49617

Project / Job Site
Basin spoils removal

Description			Amount
Approx. 4000yds spoils hauled out @ \$8.00/yd			32,000.00

AJ's Excavating
9777 Honor Hwy
Honor, MI 49640
231-882-4655



Estimate

ADDRESS

Village of Beulah
PO Box 326
Beulah, MI 49617

SHIP TO

Settling Pond

ESTIMATE # 10295

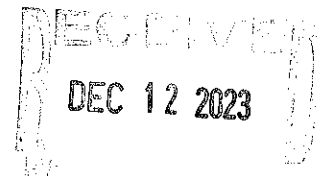
DATE 12/01/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Load & dispose of sediment in the settling pond from pond dredging. Updated estimate		39,994.00	39,994.00

SUBTOTAL	39,994.00
TAX	0.00
TOTAL	\$39,994.00

Accepted By

Accepted Date



Dawn Olney

From: president@villageofbeulah.net
Sent: Wednesday, December 20, 2023 7:28 AM
To: Dawn Olney
Subject: Tree project - Glen Lake Schools

Dawn, Please put this in the January council pkt. Thanks

On 2023-12-13 14:39, Jodi Monteith wrote:
Hi Jeri,

My name is Jodi Monteith, I am the Conservation Technician at the Benzie Conservation District (BCD). We had a teacher from Glen Lake schools contact us in regards to his class taking a tour at the Archangel Tree Archive next spring. Each of the students receive a seedling to take care of. (Black willow)

The teacher asked us if we knew of a place in this area where his students would plant their trees (if they survive!). We here at the BCD thought of the Cold Creek area. Black willow tree roots are known for their root systems filtering water in lakes and streams. Because of this it is one of the most popular trees to be planted for stream restoration.

Is it O.K. with the village for these students to plant these trees around Cold Creek? Or do you have another idea? Let me know what you think.

Best wishes,
Jodi Monteith

Dawn Olney

From: president@villageofbeulah.net
Sent: Tuesday, January 2, 2024 11:42 AM
To: Dawn Olney
Cc: Vicki Carpenter; Dan Hook
Subject: CLCBA: agenda item for WinterFest

Dawn, Please go ahead and included both Winterfest items on the agenda.
Thanks, Jeri

- 1) Fireworks Permit 2024
- 2) Fantail Farms \$500 payment

On 2024-01-02 11:33, Vicki Carpenter wrote:

> I am still trying to catch up! Ha! I won't even pretend to have that
> as a resolution!
>
> I would like to present to the Council for approval the 2024 fireworks
> permit for Winterfest. We are also doing the same with the Village of
> Benzonia as the weather again brings concerns about ice thickness for
> the fireworks, again.
> I would like to avoid last year's chaos and be ready with permission
> and paperwork.
>
> I hope that the Village will again support Winterfest with the \$500
> payment to Fantail Farms for the 2 wagons during the event.
> I will get an invoice from Susan of Fantail Farms to present for
> payment.
>
> We took the kids out there for a wagon ride (sleighs don't work on
> dirt) and Emilia had never been near a horse, let alone a draft horse.
> Susan showed her where to pet and showed her the texture and purpose
> of the tail. Emilia liked it very much. Maybe a sleigh ride in our
> future.
>
> Thanks, Vicki