

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 – Tuesday, April 9, 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: March 12, 2024
6. Approval of bills for March 2024
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. 2024-2025 Recycling Site Lease
2. CLCBA Request – Music in the Street
3. Sheriff Amended Road Patrol Contract

Correspondence:

1. Village of Benzonia – Public Notice of Intent to Conduct Master Planning
2. Frankfort Elberta Interact Club – request to participate

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 regular meeting on Tuesday, March 12, 2024, at 7:00 p.m. by President Jeri VanDePerre at the Village Hall 7228 Commercial Street, Beulah, Michigan.

Present: Trustees Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre  
Staff Present: Treasurer Lumm, Clerk Olney  
Public Present: Commissioner Rhonda Nye, Mary Szwed, Kirk Smith, John D. Mead, Jerry Crispell, Barb Myers, Vicki Carpenter

Conflict of Interest by any council member: None

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

Minutes: Motion by Browning, seconded by Heniser, to approve the minutes of the February 13, 2023 regular meeting as presented. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

Bills:

Motion by Heniser, seconded by Smith, to approve payment of the bills for February 2024 as presented. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

Public Comment on Agenda Items – None

Communication to Council:

Commissioner Nye reported the County Commission met this morning and talked about the millages – Sheriff spoke regarding the Jail needing an increase and Benzie Senior Resources spoke regarding the need for a small increase; she will be seeking re-election to her seat on the County Commission; she sent letters regarding the sewer funds to the state and federal representing Benzie County and requested \$8 million.

ZA Cypher – absent

Treasurer's Report – Margaret Lumm

Motion by Loll, seconded by Downs, to accept the Treasurer's report for February 2024 as presented. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

Committee Reports:

Trustee Smith: Water/Sewer – had no report; President VanDePerre reported that the cross-connection report was sent; sewer project is moving along; fence is going up.

Trustee Hook: Law/Finance – no report

Trustee Browning: Buildings/Grounds spoke about comprehensive IT; Hall updates – will make a catalog of what needs to be updated; Planning Commission last meeting was February 20, 2024 and the next one is March 19, 2024 @ 4 p.m.; Crystal Lake Watershed Overlay District meetings; Master Plan is in a final draft form.

Trustee Heniser: Parks & Recreation – reported that the cameras are in the RV Park now; \$70.00 a month for Spectrum Internet; request to reserve the Pavilion for a wedding – cannot reserve it, they can use on a first come first served basis, just no reservations; Dock letters and applications have gone out, will hold checks pending receipt of permit; there has been no more movement on the EGLE permit; still in the interview process with the Park Manager; revisions to 2024 RV Park Rules: people want pets; page 7 payment in full; check in/check out times.

Motion by Browning, seconded by Downs, to approve the updated RV Park Rules as presented. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

Trustee Loll: Streets & Sidewalks – no report

Trustee Downs: Equipment – reported that we will have the street sweeper in early May; lawn mowers are all set; building office for the Park Manager at the Park is being painted and updated.

Superintendent Cypert: Excused

Old Business: None

New Business:

1. METRO Act right of Way Permit Extension: Motion by Smith, seconded by Heniser, to approve the METRO Act Right of Way Permit Extension with AT&T through June 30, 2028 as presented, authorizing the President to sign. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.
2. Resolution 2024-002 Natural Hazardous Mitigation Plan: Motion by Browning, seconded by Downs, to approve Resolution 2024-002 Natural Hazardous Mitigation Plan as presented, authorizing the President to sign. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.
3. Change Order #1 – Beulah Beach Remediation NPS Grant: Motion by Hook, seconded by Downs, to authorize Contract Change Order Number 1 of the Beulah Beach Remediation and Stormwater Reduction NPS Grant between Gosling Czubak Sciences Inc and the Village of Beulah as presented, authorizing the President to sign. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.
4. Clean-Up Day Agreement: Motion by Downs, seconded by Heniser, to authorize June 8, 2024 as the Village of Beulah Clean Up Day and approve contract with Republic Services for containers for that date as presented, authorizing the President to sign. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

5. ResNexus Fee Approval: Motion by Loll, seconded by Browning, to authorize payment to ResNexus for RV Park reservations program as presented in the amount of \$936.00. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.
6. Revize Website Sales Agreement: Motion by Smith, seconded by Heniser, to approve Revize Website Services Sales Agreement as presented, for design and implementation of a new village website, authorizing the President to sign. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.
7. Sheriff Patrol Agreement for 2024: Motion by Hook, seconded by Browning, to approve the Sheriff Road Patrol Agreement for 2024, to include rental of the Radar Speed Trailer as presented, authorizing the President to sign. Roll call. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

Correspondence:

1. Brauer Productions – Dogman3 Movie Shoot: Motion by Downs, seconded by Smith, to authorize Brauer Productions Inc to film a short scene for the new Dogman3 movie at Trapp Park on Clark Street on April 14, 2024. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

8:10 p.m. Public Input

John Mead, introduced himself as Probate Judge for the past 12 years and is seeking re-election in November 2024. He is a life-long resident of Benzie County; oversees 3 courts: Probate Court, District Court and 90% of the Family Division of the Circuit Court.

Dawn Olney, 7200 Highland Drive, spoke regarding the Boat Dock Rules and fees that were adopted last month; she had inquired regarding the increase and was told it was 10%; the fees in fact are being increased by 15% over last year's fees; dock fees have increased 66% from 2018-2024 and she feels it is a bit much; we have been told that fees are increased to cover the cost of the service – nothing is done down at the slips other than mowing.

8:15 p.m. Public Input Closed

Next meeting: April 9, 2024 at 7:00 p.m. at the Village Hall.

Motion by Browning, seconded by Downs, to adjourn at 8:16 p.m. Ayes: Browning, Downs, Heniser, Hook, Loll, Smith and VanDePerre Nays: None Motion carried.

Dawn Olney  
Beulah Village Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL					
Dept 201 ACCOUNTING					
101-201-806.000 PROFESSIONAL SERVICES	J DULZO TAX & ACCOUNTING	FEBRAURY 2024 ACCOUNT SERV		325.00	25916
	Total For Dept 201 ACCOUNTING			325.00	
Dept 215 CLERK					
101-215-970.000 CAPITAL OUTLAY	REVIZE LLC	INV# 17902 - WEBGEN		1,290.00	25929
	Total For Dept 215 CLERK			1,290.00	
Dept 265 HALL & GROUNDS					
101-265-740.000 OPERATING SUPPLIES	NETLINK BUSINESS SOLUTIONS	148090 - 11/28/2023 - 2/27		50.47	25907
101-265-920.000 UTILITIES	AT&T	305883278		61.37	25902
101-265-920.000 UTILITIES	CHARTER COMMUNICATIONS	INV# 005283001022124		169.97	25903
101-265-920.000 UTILITIES	CONSUMERS ENERGY	1000 0564 8975 - BACK SHOF		59.21	25922
101-265-920.000 UTILITIES	CONSUMERS ENERGY	1000 0564 9288 - OFFICE		126.84	25922
101-265-920.000 UTILITIES	CONSUMERS ENERGY	1000 0564 9528 - WELCOME F		28.77	25922
101-265-920.000 UTILITIES	CONSUMERS ENERGY	1000 0566 2166 - TRAILHEAL		47.21	25923
101-265-920.000 UTILITIES	DTE Energy	9100 224 3374 2		129.37	25925
101-265-920.000 UTILITIES	DTE Energy	9100 224 3349 4		332.18	25925
101-265-920.000 UTILITIES	DTE Energy	9100 224 3361 9		846.37	25925
101-265-920.000 UTILITIES	AT&T	ACCT # 305883278		51.38	25931
	Total For Dept 265 HALL &			1,903.14	
Dept 299 OTHER GENERAL GOVERNMENT					
101-299-716.000 FRINGE BENEFITS	GRA BENEFITS GROUP	GROUP 41NP05-1378 COVERAGE		148.20	25924
101-299-716.000 FRINGE BENEFITS	DELTA DENTAL	RIS0005585759 COVERAGE 4/1		99.30	25928
101-299-855.000 CHRISTMAS DECORATIONS	CONSUMERS ENERGY	1000 0564 9791 - XMAS DECC		108.09	25922
101-299-900.000 PRINTING & PUBLISHING	THE PIONEER GROUP	NO PARKING NOTICE AND VARI		56.40	25920
	Total For Dept 299 OTHER G			411.99	
Dept 448 STREET LIGHTING					
101-448-920.000 UTILITIES	CONSUMERS ENERGY	1030 3584 8797 - LED MJR S		705.33	25910
101-448-920.000 UTILITIES	CONSUMERS ENERGY	1000 0051 4065 - VILLAGE S		70.17	25910
	Total For Dept 448 STREET			775.50	
Dept 528 SANITATION					
101-528-967.000 REFUSE PICKUP	REPUBLIC SERVICES #239	3-0239-0006015		137.25	25915
	Total For Dept 528 SANITAI			137.25	
Dept 721 PLANNING COMMISSION					
101-721-870.000 EDUCATION	DEBBIE SMITH	REIMBURSEMENT FOR CITIZEN		250.00	25908
101-721-870.000 EDUCATION	LEELEANAU ENTERPRISE	ADVERTISER # 6464 / INV #4		56.32	25930
	Total For Dept 721 PLANNIN			306.32	
Dept 722 ZONING					
101-722-702.000 WAGES	CYPHER GROUP INC	ZA / PLANNER CON TRACT/ RE		1,466.32	25918
101-722-740.000 ZN OPERATING SUPPLIES	CYPHER GROUP INC	ZA / PLANNER CON TRACT/ RE		127.20	25918
101-722-801.100 ZN LEGAL FEES	SONDEE, RACINE & DOREN,	PI2659-10 STATEMENT 70		774.00	25906

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL					
Dept 722 ZONING					
101-722-900.000	PRINTING & PUBLISHING	THE PIONEER GROUP	NO PARKING NOTICE AND VARI	90.30	25920
		Total For Dept 722 ZONING		2,457.82	
Dept 751 PARKS & RECREATION					
101-751-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 1358 - BEACH BAI	30.75	25922
101-751-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 1150 - RV PARK	132.37	25922
101-751-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 1747 - PARK PAV	31.73	25923
101-751-920.000	UTILITIES	CONSUMERS ENERGY	1000 6824 3771 - LAWN SPRI	28.77	25923
101-751-920.000	UTILITIES	DTE Energy	9100 226 7157 2	57.05	25925
101-751-930.000	REPAIRS & MAINTENANCE	NUGENT ACE HARDWARE	1038	32.37	25905
101-751-943.000	EQUIPMENT RENTAL	KEN-JAC PUMPING INC	PORTABLE TOILETS FEBRUARY	240.00	25917
101-751-970.000	CAPITAL OUTLAY	EPS SECURITY	INV# J339994 - CUST 300917	5,768.00	25909
101-751-970.000	CAPITAL OUTLAY	EPS SECURITY	INV J339998 - CUST 3009174	188.69	25909
		Total For Dept 751 PARKS &		6,509.73	
Fund 271 LIBRARY FUND					
Dept 000					
271-000-202.000	ACCOUNTS PAYABLE	DARCY LIBRARY	TAXES DUE LIBRARY	3,688.11	25911
		Total For Dept 000		3,688.11	
		Total For Fund 271 LIBRARY		3,688.11	
Fund 590 SEWER FUND					
Dept 536 R&R ACTIVITY					
590-536-803.000	R&R ENGINEERING	GOSLING CZUBAK ENGINEERING94458	- WWTF IMPROVEMENTS	3,540.00	25904
590-536-803.000	R&R ENGINEERING	GOSLING CZUBAK ENGINEERING94459	- WWTP 2023027002	34,990.00	25904
590-536-930.000	R&R REPAIRS & MAINTENANCE	KERBY'S BACKHOE SERVICE,	120 YDS CLAY FOR SEWER POND	400.00	25919
590-536-930.000	R&R REPAIRS & MAINTENANCE	KERBY'S BACKHOE SERVICE,	ISEWER POND VALVE BOX REPAI	495.00	25919
		Total For Dept 536 R&R ACTI		39,425.00	
Dept 566 SUPPLY & DISTRIBUTION EXPENSES					
590-566-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 0327 - IRRIGATIC	85.03	25910
590-566-920.000	UTILITIES	AT&T MOBILITY	28732700157X03112024	263.93	25921
590-566-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 0079 - LIFT ST 1	67.22	25922
590-566-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 2398 - LIFT ST 2	427.82	25922
590-566-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 0574 - STORAGE E	52.86	25922
590-566-920.000	UTILITIES	DTE Energy	9200 451 1918 6	62.23	25925
590-566-920.000	UTILITIES	SOS Analytical Inc	INV# 236610 - WSSN 00680 /	250.00	25926
590-566-920.000	UTILITIES	SOS Analytical Inc	INV#237236 - WSSN 00680 /	432.00	25926
590-566-930.000	REPAIRS & MAINTENANCE	ELLIOTT/KEN-JAC PUMPING	SEWEP MAIN ON MALT ST	300.00	25912
590-566-930.000	REPAIRS & MAINTENANCE	ELLIOTT/KEN-JAC PUMPING	SESEWER MAIN PUMP ON KELLY'S	600.00	25912
590-566-930.000	REPAIRS & MAINTENANCE	KERBY'S BACKHOE SERVICE,	ICLEAN IMOFF TANK	3,832.50	25913
590-566-930.000	REPAIRS & MAINTENANCE	KERBY'S BACKHOE SERVICE,	ICOMMERCIAL AVE/ CENTER ST	1,925.00	25913

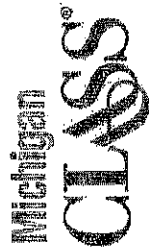
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590	SEWER FUND				
Dept 566	SUPPLY & DISTRIBUTION EXPENSES				
590-566-930.000	REPAIRS & MAINTENANCE	KERBY'S BACKHOE SERVICE, IJET SEWER LINE COMMERCIAL		980.00	25913
590-566-930.000	REPAIRS & MAINTENANCE	KERBY'S BACKHOE SERVICE, IKELLY'S ALLEY		1,277.50	25913
	Total For Dept 566 SUPPLY			10,556.09	
	Total For Fund 590 SEWER F			49,981.09	
Fund 591	WATER FUND				
Dept 564	SUPPLY AND DISTRIBUTION				
591-564-920.000	UTILITIES	CONSUMERS ENERGY	1000 8426 1468 - WATER TOW	127.95	25922
591-564-920.000	UTILITIES	CONSUMERS ENERGY	1000 0564 9932 - WELL 3 &	574.37	25922
591-564-920.000	UTILITIES	CONSUMERS ENERGY	1000 0566 0939 - WELL 1	152.76	25922
591-564-920.000	UTILITIES	CONSUMERS ENERGY	1000 8527 2605 - BOOSTER S	337.62	25923
591-564-920.000	UTILITIES	DTE Energy	9100 224 3336 1	154.31	25925
591-564-920.000	UTILITIES	SOS Analytical Inc	INV# 236610 - WSSN 00680 /	50.00	25926
591-564-920.000	UTILITIES	SOS Analytical Inc	INV#237236 - WSSN 00680 /	50.00	25926
	Total For Dept 564 SUPPLY			1,447.01	
	Total For Fund 591 WATER F			1,447.01	
Fund 641	EQUIPMENT				
Dept 641	EQUIPMENT				
641-641-740.000	OPERATING SUPPLIES	NUGENT ACE HARDWARE	1038	8.99	25905
641-641-740.000	OPERATING SUPPLIES	YOUR FLEETCARD PROGRAM	ACCT BC854	304.78	25927
641-641-930.000	REPAIRS & MAINTENANCE	NAPA AUTO PARTS	ACCT 28514392	268.07	25914
	Total For Dept 641 EQUIPME			581.84	
	Total For Fund 641 EQUIPME			581.84	



GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
			Fund 101 GENERAL	14,116.75	
			Fund 271 LIBRARY FUND	3,688.11	
			Fund 590 SEWER FUND	49,981.09	
			Fund 591 WATER FUND	1,447.01	
			Fund 641 EQUIPMENT	581.84	

Fund Totals:  
 69,814.80

GL Number	Description	Beginning Balance	Debits	Credits	Ending Balance
Fund 101 GENERAL					
101-000-001.000	GENERAL CASH ACCOUNT	78,567.28	26,939.75	35,096.29	70,410.74
101-000-002.000	MI CLASS CASH GENERAL	490,000.00	3,984.76	0.00	493,984.76
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	37,082.18	20,022.19	7,769.15	49,335.22
202-000-002.000	MI CLASS CASH MAJOR STREETS	350,000.00	2,759.88	0.00	352,759.88
Fund 203 LOCAL STREETS					
203-000-001.000	LOCAL STREET CASH ACCOUNT	7,680.07	9,924.68	6,114.12	11,490.63
203-000-002.000	MI CLASS CASH LOCAL STREETS	70,000.00	551.98	0.00	70,551.98
Fund 211 MUNICIPAL STREET FUND					
211-000-001.000	MUNICIPAL STREET CASH	1,034.19	78.89	78.89	1,034.19
211-000-002.000	MI CLASS CASH MUNICIPAL STREET FUND	10,000.00	78.89	0.00	10,078.89
Fund 271 LIBRARY FUND					
271-000-001.000	CHECKING	6,094.54	3,837.88	3,688.11	6,244.31
Fund 401 NPS GRANT FUND					
401-000-001.000	NPS GRANT CASH ACCT	35,112.60	0.00	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	(37,102.30)	152,047.98	61,946.98	52,998.70
590-000-001.300	SEWER BOND RESERVE	999.79	197.13	197.13	999.79
590-000-001.400	SEWER REPAIR & REPLACEMENT	106,258.28	2,450.00	149,743.20	(41,034.92)
590-000-001.500	SEWER SYSTEM BOND PAYMENTS	0.00	0.00	0.00	0.00
590-000-002.300	MI CLASS CASH SEWER BOND RESVR	25,000.00	197.13	0.00	25,197.13
Fund 591 WATER FUND					
591-000-001.000	WATER BILL RECEIPTS	102,219.96	6,596.97	10,926.32	97,890.61
591-000-001.500	WATER SYSTEM BOND PAYMENTS	177,780.54	0.00	0.00	177,780.54
591-000-001.600	WATER CIP	0.00	4,378.50	378.50	4,000.00
591-000-001.700	WATER OPERATIONS	848.85	5,000.00	5,347.01	501.84
591-000-001.800	WATER BOND RESERVE	0.00	5,580.28	1,080.28	4,500.00
591-000-001.900	WATER REPAIR & REPLACEMENT	115,813.14	3,200.00	0.00	119,013.14
591-000-002.000	MI CLASS CASH WATER BILL RECEIPTS	80,000.00	630.79	0.00	80,630.79
591-000-002.600	MI CLASS WATER CIP	48,000.00	378.50	0.00	48,378.50
591-000-002.800	MI CLASS CASH WATER BOND RESV	137,000.00	1,080.28	0.00	138,080.28
Fund 641 EQUIPMENT					
641-000-001.000	EQUIPMENT CASH ACCOUNT	43,326.72	11,804.45	6,686.62	48,444.55
641-000-001.100	EQUIPMENT TRUCK ACCT	0.00	5,262.63	262.63	5,000.00
641-000-002.100	MI CLASS EQUIPMENT TRUCK ACCT	33,305.27	262.63	0.00	33,567.90
Fund 703 TAX SAVINGS FUND					
703-000-001.000	TAX SAVINGS CASH ACCOUNT	0.00	0.00	0.00	0.00
703-000-002.000	MI CLASS CASH TAXES	0.00	0.00	0.00	0.00
		1,919,021.11	267,246.17	289,315.23	1,896,952.05



0000669-0004595 PDF# 833402

Village of Beulah  
 PO Box 326  
 Beulah, MI 49617

# Summary Statement

March 31, 2024

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Investor ID: MI-01-0912

## Michigan CLASS

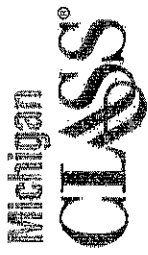
### Michigan CLASS

Average Monthly Yield: 5.4124%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
MI-01-0912-0001 General Fund	491,725.73	0.00	0.00	2,259.03	3,984.76	492,834.31	493,984.76
MI-01-0912-0002 Major Street Fund	351,146.66	0.00	0.00	1,613.22	2,759.88	352,009.73	352,759.88
MI-01-0912-0003 Local Street Fund	70,229.33	0.00	0.00	322.65	551.98	70,401.95	70,551.98
MI-01-0912-0004 Sewer Bond Reserve	25,081.90	0.00	0.00	115.23	197.13	25,143.54	25,197.13
MI-01-0912-0005 Water Bond Reserve	137,448.61	0.00	0.00	631.47	1,080.28	137,786.64	138,080.28
MI-01-0912-0007 Municipal Street Fund	10,032.75	0.00	0.00	46.14	78.89	10,057.43	10,078.89

<https://www.michiganclass.org/>

Tel: (855) 382-0496



# Summary Statement

March 31, 2024  
 Page 2 of 12  
 Investor ID: MI-01-0912

Village of Beulah  
 PO Box 326  
 Beulah, MI 49617

## Michigan CLASS - (continued)

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income From FID	Average Daily Balance	Month-End Balance
MI-01-0912-0008 Water Bill Receipts	80,262.08	0.00	0.00	368.71	630.79	80,459.34	80,630.79
MI-01-0912-0009 Equipment Truck Account	33,414.38	0.00	0.00	153.52	262.63	33,496.51	33,567.90
MI-01-0912-0010 Water CIP	48,157.27	0.00	0.00	221.23	378.50	48,275.63	48,378.50
<b>TOTAL</b>	<b>1,247,498.91</b>	<b>0.00</b>	<b>0.00</b>	<b>5,731.20</b>	<b>9,924.34</b>	<b>1,250,565.08</b>	<b>1,253,230.11</b>

<https://www.michiganclass.org/>

Tel: (855) 382-0496



448 Court Place • Beulah, MI 49617

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From: Jesse Zylstra, Solid Waste/Recycling Director  
Date: March 12<sup>th</sup>, 2024  
Subject: Recycling Site Lease Renewal

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To Whom it May Concern:

Please find enclosed a signed copy of the Recycling Site Lease Agreement for 2024-2025. This renewal agreement has been Approved as to Form by Benzie County Legal Counsel and approved by the Benzie County Board of Commissioners.

Please review, sign, and return to:

**Benzie County Solid Waste and Recycling**

**448 Court Place Beulah, MI 49617**

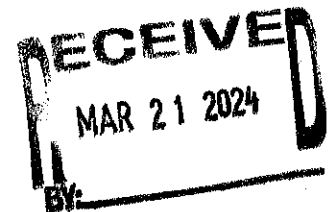
Please keep a **COPY** of the signed agreement for your records.

Once received, the original copy will be held in the Benzie County Clerk's Office.

Please contact me with any questions or concerns.

Jesse Zylstra

Solid Waste/Recycling Director



**BENZIE COUNTY  
RECYCLING SITE LEASE**

This Lease Agreement (the "Lease") is entered into as of the 12th day of March, 2024, by and between Benzie County, a Michigan public body corporate, with principal offices at 448 Court Place, Beulah, Michigan 49617 (the "County") and The Village of Beulah, located at Village Property, Municipal Parking Lot, Beulah, Michigan 49617 ("Lessor").

**1. Leased Premises.**

The Lessor hereby leases to the County that property located at Village Property, Municipal Parking Lot, Beulah, Michigan 49617, (the "Leased Premises").

**2. Lease Term.**

This Lease shall be for a term of two (2) years, commencing on January 1, 2024 and terminating on December 31, 2025, unless terminated earlier (the "Term") pursuant to Paragraph 13.

**3. Rent.**

The County shall pay the Lessor rent in the amount of \$1.00 per year.

**4. Use of Leased Premises.**

The County shall use the Leased Premises solely for the purpose of operating a recycling center for recyclable waste products. In that regard, the County will place, or cause to be placed, one (1) or more recycling containers, for the collection of recyclable materials. The County will not knowingly allow any hazardous materials to be placed on the Leased Premises.

**5. Recycling Hours.**

Unless otherwise posted for by the County, the Leased Premises shall be open to the general public for recycling purposes twenty-four (24) hours per day, seven (7) days per week.

**6. Maintenance of Leased Premises.**

The County shall cause the recycling containers to be removed when they are full and shall maintain the grounds on the Leased Premises in a neat and clean condition free from loose paper, plastic, metals or other recyclable materials. The County shall cause the Leased Premises to be visited at least two (2) times per week for purposes of inspecting and maintaining the condition of the Leased Premises as well as removing any recycling containers that are full. Relocation, removal, or moving of the recycling containers will only occur by County authorized employees or agents.

The County shall take any action necessary to remove any hazardous materials illegally placed on the Leased Premises.

**7. Signage.**

The County shall place signage on and about the Leased Premises directing the users of the recycling center to use the proper recycling containers and to otherwise maintain the Leased Premises in a neat and clean manner.

Such signage will also advise the general public that placing hazardous materials of any kind on the Leased Premises is prohibited.

**8. Access to Leased premises.**

Except as may be otherwise agreed to by the parties in writing, the Lessor shall not do anything to interfere with, or to cause an interference in access to the Leased Premises for recycling purposes by the County and by the general public. The Lessor shall provide adequate maintenance of the property to allow for safe use of the recycling containers at no cost to the County (i.e. seasonal snow plowing, etc.).

**9. Insurance – County.**

The County shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the Leased Premises and the County's activities thereon by including the Leased Premises in those properties covered by the County's general liability insurance policy.

**10. Insurance – Lessor.**

The Lessor shall maintain general liability insurance in such amounts as determined reasonable from time to time by the parties covering the land owned by the Lessor on which the Leased Premises are located and which is accessible by the County and the general public when using the recycling facilities.

**11. Hold Harmless.**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Lease shall be the responsibility of the County, and not the responsibility of the Lessor. All liability to third parties, loss or damage as a result of the claims, demands, costs, or judgements arising out of activities, such as direct service delivery, to be carried out by the Lessor in the performance of this Lease shall be the responsibility of the Lessor, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Lessor in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and

the Lessor in relation to each party's responsibilities under these joint activities. Nothing herein shall be construed as a waiver of any governmental immunity by the County, the Lessor, or their employees, respectively, as provided by statute or court decisions.

**12. Notices.**

Whenever it is necessary for one (1) party to this Lease to give notice to the other party, such notice shall be in writing and shall be sent to the other party by First Class mail postage prepaid and shall be sent to:

The Lessor:

President, Village of Beulah  
Address: PO Box 326  
Beulah, MI 49617

The County:

County Administrator  
448 Court Place  
Beulah, MI 49617

Such written notice shall be deemed to have been received on the second (2<sup>nd</sup>) day after mailing.

**13. Termination.**

This Lease may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) calendar days' prior written notice of such termination. Upon this Lease, whether by notice under this Paragraph or by the expiration of the Term, the County shall cause all recycling containers and signage to be removed from the Leased Premises and shall leave the Leased Premises in "broom clean" condition.

**14. Breach.**

If either party commits an act which can be considered a breach of this Lease, the other party may avail itself of any remedy permitted by law, including termination of this Lease, as a result of said breach. Before any legal action is brought in any court to enforce any of the terms and conditions set forth in this Lease, the party alleging a breach by the other party shall advise the other party of such claim in writing and both parties shall agree to a mediation of said dispute to be conducted by a mediator chosen by mutual agreement of the parties.

If the parties cannot agree on a mediator, they shall ask the Circuit Court Clerk to randomly select a mediator who is listed on the Circuit Court's list of mediators maintained under the Michigan Court Rules.

**15. Amendments.**

Any amendments to this Lease shall only be valid when they have been reduced to writing and signed by the authorized representatives of both parties.

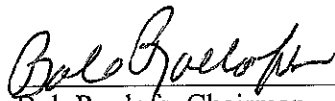


THIS LEASE is effective and binding on both parties as of the date first written above.

**LESSOR**

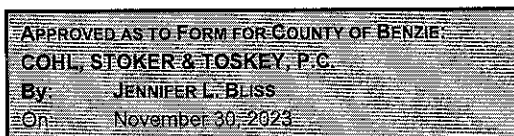
**BENZIE COUNTY**

\_\_\_\_\_  
Jeri VanDePerre, President  
Village of Beulah

  
\_\_\_\_\_  
Bob Roelofs, Chairman  
Benzie County Board of Commissioners

Date: \_\_\_\_\_

Date: March 12, 2024



\\cstde\company\Client\Benzie Co\Agrs\Recycling Lease Agrs\2024\Village of Beulah Recycling Lease Agr 2024.docx  
Benzie Co. #18-028E

# Crystal Lake

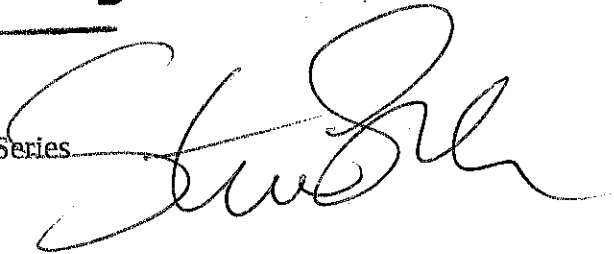
# Community Business Association

PO Box 754 Beulah, MI 49617

www.clcba.org

MAR 28 2024

Date: March 25, 2024  
 To: Music in the Street Sponsors  
 From: Steve Loveless, Chairperson-Summer Concert Series  
 Re: Sponsorship for 2024 Music in the Street



This letter is to invite you to be a sponsor for the CLCBA's 2024 Music in the Street Concerts, which will be held this summer in downtown Beulah. In 2023, over 4400 attended the 7 concerts. Many local, as well as out-of-town visitors appreciated the space, setting and the quality of the music. Our first concert is June 27<sup>th</sup> and the final one will be August 8<sup>th</sup>. The Accidentals will return on July 4<sup>th</sup>. We have been very pleased with the wide variety of music performances and the attendance supports the choices.

Thanks to our sponsorships and the 'pass the hat' donations, we have been able to bring quality musical acts at no cost to those attending. Sponsors of \$50 or more will have their name on the banner (see below) which is up during all the concerts. All sponsors appear on the back of the 'rack card' which is handed out at each event. These 'cards' will also be available at many businesses though-out the area. Sponsors are also listed on the clcba.org website under the Music in the Street link. Our 2023 rack card is enclosed for your review.

Your sponsorship, along with many others, is invaluable for this CLCBA event. We hope you can support our request. A photo of the 2023 sponsor banner, from the last concert season, is below. It was displayed, by the stage, for all the concerts and referenced during the concert announcements.

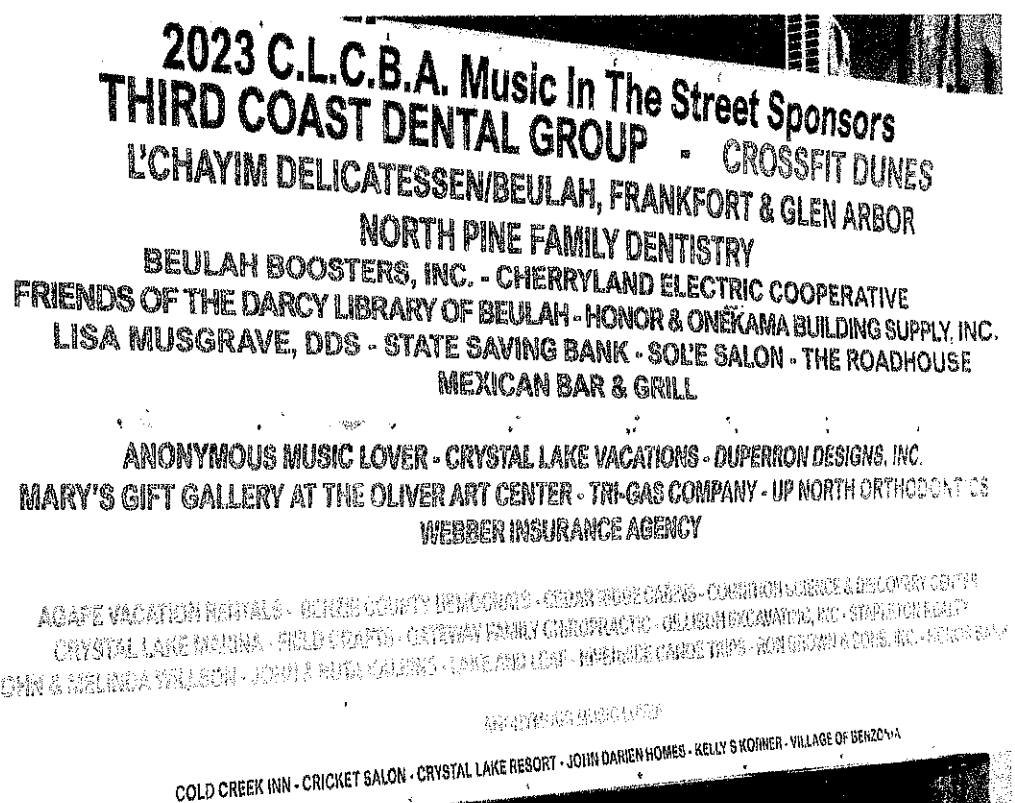
We hope to see you 'in the street'!

Thank you for your consideration and we really appreciate your support.

Enclosed: sponsorship form and an addressed/return envelope.

## 2024 LINE UP

- 6/27-Tim Jones & Up North All Stars
- 7/4-The Accidentals
- 7/11-Truth & Salvage
- 7/18-TBD
- 7/25-'Ol Microtones
- 8/1-TBD
- 8/8-Dig A Pony (Beatles Tribute band)



**2023 C.L.C.B.A. Music In The Street Sponsors**

**THIRD COAST DENTAL GROUP** - CROSSFIT DUNES  
 L'CHAYIM DELICATESSEN/BEULAH, FRANKFORT & GLEN ARBOR  
 NORTH PINE FAMILY DENTISTRY  
 BEULAH BOOSTERS, INC. - CHERRYLAND ELECTRIC COOPERATIVE  
 FRIENDS OF THE DARCY LIBRARY OF BEULAH - HONOR & ONEKAMA BUILDING SUPPLY, INC.  
 LISA MUSGRAVE, DDS - STATE SAVING BANK - SOLE SALON - THE ROADHOUSE  
 MEXICAN BAR & GRILL

ANONYMOUS MUSIC LOVER - CRYSTAL LAKE VACATIONS - DUPERRON DESIGNS, INC.  
 MARY'S GIFT GALLERY AT THE OLIVER ART CENTER - TRI-GAS COMPANY - UP NORTH ORTHODONTICS  
 WEBBER INSURANCE AGENCY

AGAPE VACATION RENTALS - BENZIE COUNTY MEMORIALS - CEDAR RIDGE SALES - COMBINATION SOURCE & DISCOVERY CENTER  
 CRYSTAL LAKE MESSINA - FIELD EXPLORERS - GATEWAY FAMILY CHIROPRACTIC - GILSON HICKMAN, INC. - STAPLETON REALTY  
 JOHN & MELINDA YALOW - JONIE'S BUTTA CATERING - LAKE AND LEAF - MERRICKS CAMEL TRIPS - RON BROWN & CONS. INC. - VIKING BOAT

WADSWORTH'S BROS. & CO.  
 COLD CREEK INN - CRICKET SALON - CRYSTAL LAKE RESORT - JOHN DARIEN HOMES - KELLY S KORNER - VILLAGE OF BENZIE

## Dawn Olney

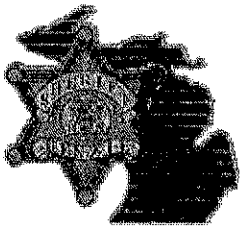
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**From:** Kyle Rosa <KRosa@benzieco.gov>  
**Sent:** Wednesday, March 27, 2024 11:05 AM  
**To:** president@villageofbeulah.net  
**Cc:** clerk@villageofbeulah.net  
**Subject:** Summer Patrol Contract

Good morning. It was brought to my attention that the total dollar amount for the radar/speed trailer stated in our approved contract is listed as \$2,049.00 when in fact it should be \$2,089.00. The difference is \$40.00 more than originally stated. The amount for the rental was listed correctly, the total of the sums were added wrong.

Please let me know how you would like to proceed.

Kyle Rosa, Sheriff  
Benzie County Sheriff's Office  
Work: (231) 882-4494  
Fax (231) 882-5814  
[krosa@benzieco.net](mailto:krosa@benzieco.net)



**FIRST AMENDMENT  
TO CONTRACT FOR SHERIFF PATROL  
BETWEEN  
THE COUNTY OF BENZIE  
AND  
VILLAGE OF BEULAH**

**THIS FIRST AMENDMENT TO CONTRACT** is made and entered into this \_\_\_ day of April, 2024, between the **COUNTY OF BENZIE** (hereinafter designated "County") on behalf of the **Benzie County Sheriff's Office** (hereinafter designated "Sheriff"), and **VILLAGE OF BEULAH, Benzonia Township, Benzie County, Michigan** ("hereinafter designated "Village").

**WHEREAS**, County entered into a Contract for Special Police Protection Services ("Contract") with the Village to provide patrol and special police protection within the boundaries of said village; and

**WHEREAS**, the Parties desire to amend the Contract to correct a scrivener's error contained within the Agreement;

**NOW, THEREFORE**, in consideration of the forgoing and the mutual representations and covenants of the parties, the parties hereby agree to the First Amendment herein, as follows:

1. All terms, conditions and provisions of the March, 2024 Agreement remain in full force and effect, except as modified or amended herein.
2. The language in #11 is struck and replaced with the following:

"The Sheriff's Office may provide, at Village's approval and payment, a Radar Speed Trailer at the cost of \$1,789.00, plus an additional delivery fee of \$300.00, for the period beginning Saturday, June 1, 2024, to Sunday, September 1, 2024, totaling \$2,089.00. Should the Village request use of the Radar Speed Trailer, it agrees to pay an amount equal to 50% of the total amount as a deposit due July 3, 2024."

3. The language in #21 is struck and replaced with the following:

"This Agreement and other documents incorporated herein by reference, including any written contract amendments properly executed by the Parties in the manner required by Section #17, contain all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties unless it complies with Section #17. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time."

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO, BY THEIR SIGNATURE BELOW, REPRESENT THAT THEY ARE THE DULY AUTHORIZED REPRESENTATIVES WITH FULL POWER AND AUTHORITY TO BIND THE PARTIES TO THIS AMENDMENT 1 ON THE DAY AND YEAR WRITTEN BELOW.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date first above written.

County of Benzie:            Bob Roelofs, Chair \_\_\_\_\_

Date: \_\_\_\_\_

Kyle Rosa, Sheriff \_\_\_\_\_

Date: \_\_\_\_\_

Village of Beulah:            Jeri VanDePerre, President \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY OF BENZIE:  
COHL, STOKER & TOSKEY, P.C.  
By:        Jennifer L. Bliss  
On:        April 2, 2024

N:\Client\Benzie Co\Ags\Law Enforcement Agrs\2024\FIRST AMENDMENT Village of Beulah v2.docx

**VILLAGE OF BENZONIA**  
**2025 Master Plan Update - Including the 5-year Park and Recreation Plan**

**PUBLIC NOTICE FOR VILLAGE OF BENZONIA PLANNING COMMISSION**  
**NOTICE OF INTENT TO CONDUCT MASTER PLANNING**

On January 18, 2024, the Village of Benzonia Planning Commission made a motion to approve the issuance of a Notice of Intent to Conduct Master Planning as required under the Michigan Planning Enabling Act (Act 33 of 2008).

In accordance with the requirements of Michigan's PA 33 of 2008 and related amendments, this is to notify you that the Village of Benzonia Planning Commission is completing a review of the 2020 Master Plan, including the Parks and Recreation Plan Update. In accordance with the Michigan Planning Enabling Act (Act 33 of 2008), and related amendments, when a municipality is intending to prepare a Master Plan (new or update), it must notify by first class mail any City, Village, Township located within or contiguous to the municipality and to the County Planning Commission. The same notice must also be sent to any railroad companies or public utility that registers for such a notice with the township(s). The notice of intent to plan should note that the Village of Benzonia is beginning a planning process and encourage and request cooperation and comments from adjacent communities.

This notice has been posted with the Village Clerk's office in Benzonia and is also being posted on the Village's website. The Village is asking for your cooperation and assistance in this process. Specifically, we would like to know if you have any thoughts, concerns, or issues you feel should be addressed in this effort that would allow us to plan more cooperatively for our area.

Later in the process, the Village will be issuing a draft copy of the Master Plan for public review and comment, as required by statute. At that time, we would appreciate all comments regarding the Plan's content and how you feel it may affect planning efforts in your community. PLEASE BE NOTIFIED that you are invited to send a letter and/or email stating your opinions, position, or questions to the Village of Benzonia Planning Commission, PO Box 223, 1276 Michigan Ave, Benzonia, MI 49616 or send an email to [zoning.villageofbenzonia@gmail.com](mailto:zoning.villageofbenzonia@gmail.com)

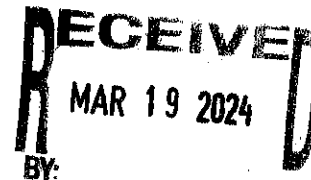
The Planning Commission thanks you for your cooperation and assistance in this effort!

**Dated March 15, 2024**

Submitted by Zoning Administrator:



Sara Kirk, Zoning Administrator  
ASLA, LEED AP



*Village of Benzonia*

PO Box 223, 1276 Michigan Ave. Benzonia, MI 49616 • ph. 231.882.9981 • email. [benzonia9981@att.net](mailto:benzonia9981@att.net)  
Zoning Administrator, Sara Kirk | email. [Zoning.villageofbenzonia@gmail.com](mailto:Zoning.villageofbenzonia@gmail.com) | page 1

## Dawn Olney

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**From:** Vicki Carpenter <vickilynne53@hotmail.com>  
**Sent:** Wednesday, March 20, 2024 4:40 PM  
**To:** Kristin Pensyl  
**Cc:** Dawn Olney  
**Subject:** Re: Service Day 2024

Kristin, Beulah will be happy to host your Students again. It was a good experience last year. You were well organized.

Vicki Carpenter

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**From:** Kristin Pensyl <kpensyl@frankfort.k12.mi.us>  
**Sent:** Wednesday, March 20, 2024 1:55 PM  
**Subject:** Service Day 2024

Hello ,

We are delighted to announce the second annual Service Day 2024. The students are excited too. We are planning for the service day for May 7th .The Service Day is to include approximately 3 hours of work or so given logistics of arrivals and departures. We are wondering if your organization is willing to participate this year . Please respond by April 2nd . We are looking forward to working together

Kind Regards,

The Frankfort Elberta Interact Club  
Kristin Pensyl- Advisor

**CONFIDENTIALITY NOTICE: The information contained in this e-mail and attached document(s) contains confidential information that is intended only for the addressee(s). If you are not the intended recipient, you are hereby advised that any disclosure, copying, distribution or the taking of any action in reliance upon the information is prohibited. If you have received this e-mail in error, please immediately notify the sender and delete it from your system.**