

**NOTICE OF SEMI-MONTHLY COUNTY BOARD MEETING  
And AUDIT/FINANCE MEETING**

PLEASE TAKE NOTICE that the Schoolcraft County Board of Commissioners will meet on **Thursday, June 13, 2024**, in the District Courtroom of the Schoolcraft County Building, Manistique, Michigan, commencing at **5:00 P.M.** The following is the proposed Agenda:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes:

May 23, 2024, Board and Audit-Finance Meeting

5. Approval of agenda
6. Public Hearings:
7. Brief Public Comment:
8. Old and unfinished business:
9. New Business:

Update on Lake Authority Board  
2024 L-4029 Tax Rate Request  
MISHDA - Discharge of Mortgage Crystal Martin  
Personnel Committee Report and Action Items  
Audit-Finance Committee Report and Action Items

10. Committee and department reports
11. Announcements and notices
12. Public Comment
13. Commissioner's Comments
14. Communications
15. Audit Claims and Vouchers
16. Adjournment

And, to take up and consider any other matter which may lawfully come before the Board at this time.

*Paul Walker* \_\_\_\_\_

Paul Walker, Chairperson  
Schoolcraft County Board of Commissioners

*Craig Reiter* \_\_\_\_\_

Craig Reiter, Chairperson Audit-Finance  
Schoolcraft County Board of Commissioners

**Public may view this meeting via zoom (listening purposes only), no public comment or interaction via zoom.**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/5117745749>**

**Meeting ID: 511 774 5749**

**Passcode: 987456**

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS  
BOARD MEETING and AUDIT/FINANCE MEETING**

The Schoolcraft County Board of Commissioner’s Board Meeting / Audit Finance Meeting met on Thursday, May 23, 2024 in the District Courtroom of the Schoolcraft County Building, City of Manistique, Michigan. Chairperson Paul Walker called the meeting to order at 5:00 p.m. The roll was called with the following members present and/or absent:

Present:           Commissioner Paul Walker  
                      Commissioner Daniel P. Hoholik  
                      Commissioner Troy Bassett  
                      Commissioner Craig Reiter  
                      Commissioner Bruce Birr  
                      Schoolcraft County Deputy Clerk Lori A. Wood

Absent:           None

Chairperson Paul Walker led the Schoolcraft County Board of Commissioners and the members of the audience in the Pledge of Allegiance to the Flag of the United States of America.

**It was moved** by Commissioner Troy Bassett and was seconded by Dan Hoholik to approve the minutes of the May 9, 2024 Board and Audit-Finance Meeting of the Schoolcraft County Board of Commissioners. Roll call vote: Commissioner Bassett, yes; Commissioner Hoholik, yes; Commissioner Walker, yes; Commissioner Reiter, yes; Commissioner Birr, abstain not present at this meeting. [Copies of minutes are available at the Office of the Schoolcraft County Clerk.]

Chairperson Paul Walker asked if there were any additions, deletions or corrections to the printed agenda. **It was moved** by Commissioner Craig Reiter and was seconded by Commissioner Bruce Birr to approve the agenda as printed. The motion carried by a unanimous aye vote of the Board members present.

“Public Hearings”: Amend Ordinance Regarding Accessory Buildings

**It was moved** by Commissioner Craig Reiter and seconded by Commissioner Troy Bassett to open the Public Hearing regarding Resolution #24-3 amending the Zoning Ordinance Regarding Accessory Buildings.

Commissioner Paul Walker read the proposed Resolution. Tasha Rosebush, Zoning Administrator, explained the amendment stating the change would be to the maximum size of accessory buildings allowed. The current maximum size is not over 1200 square feet per building with a total of 2000 square feet per property. The new ordinance allows for a maximum of up to 2000 square feet for one building.

Commissioner Dan Hoholik and Zoning Committee Member, Pat Carley commented that the new Ordinance will be more streamlined and allow the property owner more flexibility.

Zoning Board Member Keith Rochefort also stated that they have had a lot of variance applications, and this will eliminate the need for those.

**It was moved** by Commissioner Craig Reiter and seconded by Commissioner Troy Bassett to close the Public Hearing. The motion carried by a unanimous aye vote of the Board members present.

**It was moved** by Commissioner Craig Reiter and seconded by Commissioner Dan Hoholik to return to the regular Board Meeting agenda. The motion carried by a unanimous aye vote by all Board members present.

“Brief Public Comment”: None

“Unfinished Business”: None

**“New Business”:**

Commissioner Paul Walker read an update from attorney Amanda Knutson regarding the Indian Lake/Gulliver/McDonald Lake Authorities.

1. Court hearings for all three lakes will take place on **July 11, 2024** (times are not set yet but the hearings will be during normal business hours when the Court is open).
2. All property owners in the proposed special assessment districts will be mailed notice of the hearings.
3. Property owners are invited to attend and provide testimony/evidence to the Court.
4. The proposed updates for **all three lakes** include:
  1. Establishing boundaries of a special assessment district;

2. Confirming that the legal lake levels in the court orders match the levels that property owners are used to seeing on the lakes;
3. Updating the elevation measurement for the lake levels to the most recent survey datum; and
4. Adding language allowing for temporary variations in the lake levels due to weather and natural conditions, operation of lake level control infrastructure, etc.
5. For **Indian Lake**, the County will also request the Court to establish a winter lake level to allow for an annual drawdown.
6. For **McDonald Lake**, the County will also request the Court to allow for seasonal water banking with the goal of achieving the legal summer level (this will also need to be approved by EGLE).

Commissioner Paul Wallker stated that the attorneys would no longer be appearing in person at the Lake Authority meetings. At future meetings, they will appear by Zoom. Commissioner Paul Walker also said that property owners had asked the question of the possibility of removing the dams completely. Commissioner Walker has asked the attorneys for a legal opinion on that matter.

**It was moved by** Commissioner Craig Reiter and seconded by Commissioner Troy Bassett to authorize the conveyance of the McDonald Lake – lake level control structure property from Mueller Township to Schoolcraft County, and upon said conveyance, to authorize the public to use the property for recreational purposes that do not interfere with the operation of the lake level control structure. The motion carried by a unanimous aye vote by all Board Members present.

**It was moved by** Commissioner Troy Bassett and seconded by Commissioner Bruce Birr to approve Resolution No. 24-3 Resolution to adopt Ordinance No. 24-1, Ordinance to amend the County Zoning Ordinance regarding accessory buildings. The motion carried by a unanimous aye vote by all Board members present.

**It was moved by** Commissioner Craig Reiter and seconded by Commissioner Troy Bassett to approve the Mental Health Specialty Court Grant application in the amount of \$240,380. The motion carried by a unanimous aye vote by all Board Members present.

**It was moved by** Commissioner Craig Reiter and seconded by Commissioner Dan Hoholik to approve ARPA money of \$15,000 for the Gulliver Lake Dam. The motion carried by a unanimous aye vote by all Board members present.

**It was moved** by Commissioner Craig Reiter and seconded by Commissioner Troy Bassett to approve ARPA money of \$15,000 for the McDonald Lake Dam. The motion carried by a unanimous aye vote of all Board Members present.

**It was moved** by Commissioner Troy Bassett and seconded by Commissioner Paul Walker to approve moving money from Special Fund #214 (Lein & ID Network) to the General Fund per auditor request. This special fund was funded solely by the General Fund and therefore should be changed to a General Fund account. The motion carried by a unanimous aye vote by all Board Members present.

**It was moved** by Commissioner Craig Reiter and seconded by Commissioner Paul Walker to pay a MDOT bill for the fuel farm construction in FY 2015/16. MDOT stated this bill had not been paid. There was discussion and Commissioners decided to table this until more information is gathered. **The motions by Commissioners Reiter and Walker were withdrawn.**

**It was moved** by Commissioner Reiter and seconded by Commissioner Bassett to accept the FY 24 Marine Grant in the amount of \$4,500.00 and set up the budget. The motion carried by a unanimous aye vote by all Board Members present.

**Under Committee and Department Reports, the following matters were heard:**

**Commissioner Paul Walker:** Indian Lake Authority, City Council, SMH, Audit Finance

**Commissioner Daniel P. Hoholik:** Indian Lake Authority, Union Mediation

**Commissioner Troy Bassett:** Indian Lake Authority, Auto Ed High School

**Commissioner Craig Reiter:** UPCAP, Gulliver & McDonald Lake Authority, HBH, Community Action, Audit-Finance, Union Mediation

**Commissioner Bruce Birr:** Commission on Aging

Corey Barr, City Manager, explained a petition was signed by City residents opposing the tax levy assessment, therefore in order to levy the tax, it would have to be on the ballot. Also stated that the City has drawn up a Resolution to allow recreational marijuana dispensaries in the City limits.

Pat Carley, from Planning & Zoning, stated they are still working on the Master Plan.

Tasha Rosebush, Zoning Administrator, said they were waiting for the Zoning Resolution to be approved because of several variance applications they were waiting on. She also reiterated the fact that Short Term Rentals need to register with her office.

Keith Rochefort, from the Road Commission, told the Board that the restrooms were open at the parks, and they were beginning road construction and sealing. Also stated that anyone that has had Highline put in their property and the restoration is not complete, to contact them.

Charlie Willour, Sheriff, told the Board that the fitting of the two new patrol cars was almost complete, they were still waiting on stickers.

Steve Videtich, Building & Grounds, reported that the drain sewer concrete construction was finishing up and that the new sewer line out front was put in, just needed topsoil to finish. Steve also mentioned that the Venture Air Cup Race will have their “turnaround” held at the County Airport on July 21, 2024.

**Announcements and Notices:**

**Public Comment:** None

**Commissioner’s Comment:** Commissioner Paul Walker mentioned that the Memorial Day services will start with rifle salutes at the Lakeview & Fairview Cemetery as well as at Bradley Park. The parade will commence at 10:45 and finish with a ceremony at the High School at 11:00 a.m. He also stated that department heads need to clean up FY year end invoices by turning them in on time. Commissioner Walker mentioned that Jack’s was currently having their “roundup” for the 4<sup>th</sup> of July Committee.

**Communications:** None

At 6:12 p.m., the meeting was turned over to Craig Reiter, Audit-Finance Chairperson.

**It was moved** by Commissioner Paul Walker and was seconded by Commissioner Bruce Birr to approve the claims and vouchers numbered **8041 through 8128**, inclusive. Roll call vote: Commissioner Paul Walker, yes; Commissioner Bruce Birr, yes; Commissioner Troy Bassett, abstain, he had vouchers for his business included; Commissioner Dan Hoholik, yes; Commissioner Craig Reiter, yes.

**It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Dan Hoholik to approve budget adjustments **24-92 through 24-97**, inclusive. The motion carried by unanimous aye vote of the Board members present.

At 6:14 p.m., the meeting was turned back over to Chairperson Paul Walker. Chairperson Paul Walker asked if there was any further business to come before the Board.

**It was moved** by Commissioner Paul Walker and was seconded by Commissioner Dan Hoholik to adjourn. The motion carried by a unanimous aye vote of the Board members present.

**Chairperson Paul Walker** adjourned the Board and Audit Finance Meeting at 6:15 P.M.

\_\_\_\_\_  
Lori A. Wood, Deputy Clerk

Approved: \_\_\_\_\_

**2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)**

**MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

Carefully read the instructions on page 2.

|   |   |
|---|---|
| County(ies) Where the Local Government Unit Levies Taxes<br><b>SCHOOLCRAFT COUNTY</b> | 2024 Taxable Value of ALL Properties in the Unit as of 5-28-2024<br><b>455,546,765</b>  |
| Local Government Unit Requesting Millage Levy<br><b>SCHOOLCRAFT COUNTY</b>            | For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. |

**This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.**

| (1)<br>Source | (2)<br>Purpose of Millage | (3)<br>Date of Election | (4)<br>Original Millage Authorized by Election Charter, etc. | (5) **<br>2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee" | (6)<br>2024 Current Year "Headlee" Millage Reduction Fraction | (7)<br>2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee" | (8)<br>Sec. 211.34 Truth In Assessing or Equalization Millage Rollback Fraction | (9)<br>Maximum Allowable Millage Levy * | (10)<br>Millage Requested to be Levied July 1 | (11)<br>Millage Requested to be Levied Dec. 1 | (12)<br>Expiration Date of Millage Authorized |
|---------------|---------------------------|-------------------------|--|--|---|---|---|---|---|---|---|
| ALLOCATED     | OPERATING                 | 10/1991                 | 6.5000   | 5.1199   | 0.9980  | 5.1097  | 1.0000  | 5.1097                                  | 5.1097  |   | INDEF   |
| VOTED         | VETS                      | 08/2020                 | 0.2000   | 0.1994   | 0.9980  | 0.1990  | 1.0000  | 0.1990                                  |   | 0.1990  | 2025 IN                                       |
| VOTED         | LIBRARY                   | 08/2020                 | 0.3000   | 0.2991   | 0.9980  | 0.2985  | 1.0000  | 0.2985                                  |   | 0.2985  | 2025 IN                                       |
| VOTED         | SOIL                      | 08/2018                 | 0.2200   | 0.2193   | 0.9980  | 0.2189  | 1.0000  | 0.2189                                  |   | 0.2189  | 2027 IN                                       |
| VOTED         | MCF                       | 11/2022                 | 1.5000   | 1.5000   | 0.9980  | 1.4970  | 1.0000  | 1.4970                                  |   | 1.4970  | 2032 IN                                       |
| VOTED         | SENIORS                   | 11/2022                 | 0.6200   | 0.6200   | 0.9980  | 0.6188  | 1.0000  | 0.6188                                  |   | 0.6188  | 2027 IN                                       |
| VOTED         | EMERGENCY SERVICES        | 11/2023                 | 2.2500   |  | 0.9980  | 2.2455  | 1.0000  | 2.2455                                  |   | 2.2455  | 2027 IN                                       |
| VOTED         | TRANSIT                   | *                       | 0.5870*  |  | 1.0000  |   | 1.0000  |   |   | *PENDING                                      | RESULTS                                       |

Prepared by **DULCEE RANTA** Telephone Number **(906) 250-2613** Title of Preparer **EQUALIZATION DIRECTOR** Date \_\_\_\_\_

**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

|                                      |           |            |      |
|--------------------------------------|-----------|------------|------|
| <input type="checkbox"/> Clerk       | Signature | Print Name | Date |
| <input type="checkbox"/> Secretary   |           |            |      |
| <input type="checkbox"/> Chairperson | Signature | Print Name | Date |
| <input type="checkbox"/> President   |           |            |      |

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

**Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.**

|  |      |
|--|------|
| Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)    | Rate |
| For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal |      |
| For Commercial Personal  |      |
| For all Other  |      |



## Instructions For Completing Form 614 (L-4029) 2024 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

**Column 1: Source.** Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

**Column 2: Purpose of millage.** Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2024 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

**Column 3: Date of Election.** Enter the month and year of the election for each millage authorized by direct voter approval.

**Column 4: Millage Authorized.** List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

**Column 5: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2023** permanently reduced rate can be found in column 7 of the **2023** Form L-4029. For operating millage approved by the voters after April 30, 2023, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 6: Current Year Millage Reduction Fraction.** List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2024 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2024 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2024. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

**Column 7: 2024 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** The number in column 7 is found by multiplying column 5 by column 6 on this 2024 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization).** List the millage rollback fraction for 2024 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2024. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

**Column 9: Maximum Allowable Millage Levy.** Multiply column 7 (2024 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

**Column 10/Column 11: Millage Requested to be Levied.** Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2024. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

**Column 12: Expiration Date of Millage.** Enter the month and year on which the millage will expire.

**DISCHARGE OF MORTGAGE**

Know all Men by these Presents, that the Board of Commissioners of the County of Schoolcraft and State of Michigan,

**Do Hereby Certify**, that certain Indentures of Mortgage in the amounts as follows:

- 1. \$4,700.00 bearing the date of January 18, 2006, made and executed by Crystal Martin, a single women, whose address is 309 North Second Street, Manistique, MI 49854 in the CDBG/Home Housing Rehabilitation Program of Schoolcraft County, recorded in the Registrar’s Office for the County of Schoolcraft and State of Michigan, the original Mortgage received January 18, 2006 Liber number 220 Page number 717 dated January 18, 2006 in the amount of \$4,700.00 concerning the following described property located in Schoolcraft County, State of Michigan

concerning the following described property located in Schoolcraft County:

Lot 5 and the North ½ of Lot 4, Block 2, McCanna Bros Addition to the Village of Manistique, according to the plat thereof, subject, however, to all visible easements, and to all reservations, easements, and restrictions of record, and to all applicable laws, ordinances, rules, and regulations, If any, and to all taxes and assessments which are now in lien on said land but are not yet due & payable, City of Manistique, County of Schoolcraft, State of Michigan.

Said mortgages are fully paid, satisfied and discharged.

**In Witness Whereof**, the County hereunto set its hand this \_\_\_\_\_

**Signed, Sealed and Delivered in the Presence of**

\_\_\_\_\_  
Paul Walker, Schoolcraft County  
Chairman-Board of Commissioners

**STATE OF MICHIGAN)**  
**COUNTY OF Schoolcraft) ss.**

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 2024, by Paul Walker, Schoolcraft County Board of Commissioners Chairman, Michigan.

DRAFTED BY  
Myra Smeester  
507 1<sup>st</sup> Ave N  
Escanaba, MI 48829

(Print name) \_\_\_\_\_

After Recording Return To:  
M-D-S Community Action Agency/HRA Inc.  
507 1<sup>st</sup> Ave N  
Escanaba, MI 48829

Notary Public, Schoolcraft County  
My Commission Expires: \_\_\_\_\_

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS  
PERSONNEL COMMITTEE MEETING**

The Schoolcraft County Board of Commissioners Personnel Committee met on Friday, June 7, 2024, in the 1st Floor Conference Room, of the Schoolcraft County Building, City of Manistique, Michigan, commencing at 8:30 a.m. The meeting was called to order and roll was taken:

Present:           Commissioner Troy Bassett  
                  Commissioner Daniel P. Hoholik  
                  Beth A. Edwards, Clerk

Commissioner Troy Bassett led the committee in the Pledge of Allegiance.

Additions: Colonial Life Insurance and Termination of Kris Grover Contract

**Discussion:**

Mr. Ross Menhart interview for Building Inspector Position. Mr. Menhart presented as an educated and experienced individual. Well qualified for this position. Interview went very well.

Reviewed: qualifications, expectations, key point of flexibility and communication, hourly rate of \$23.89 and no more than 29 hours per week, Mr. Menhart expressed his reasoning for inspecting and minimum standards set by the State of Michigan, and plan reviewing.

The Personnel Committee stated that they felt Mr. Menhart would be a qualified individual for the Building Inspector position and **recommended** that Mr. Menhart be offered the position. A letter will be emailed to him this afternoon with the specifics as follows:

**Duties:**

- answer questions, issue building permits, plan review, and inspections in a timely and professional manner
- maintain accurate and complete records for applications, plans reviews, and inspections
- communication with applicants, office staff, and county officials is very important
- any other duties deemed necessary to perform required duties and/or agreed upon by Ross Menhart and the Board of Commissioners
- secretarial staff is provided 8-4 Monday through Friday to assist with answering phone and taking messages as well as paperwork distribution

**Employment Offer:**

- \$23.89 per hour (based on experience and education)
- up to 29 hours per week (no more than 10 - 7 hour days in a month) adjustable by request to the Board of Commissioners if needed
- Prorated Sick Time (1 day per month prorated based on hours worked -effective after month 1) and Vacation Time (5 days prorated after one year)

- hold office hours (currently 10- 2 Tuesday and Thursday) these hours/days can be flexible and reestablished to fit the needs of the inspector and applicants for permits as needed upon request to the Personnel Committee
- maintain flexibility and communication

Colonial Life representative presented a proposal to the County to offer policies to county employees, at their cost, for long & short term disability, cancer, accident and others. If the County offers as group the cost for the employee is less. **RECOMMENDATION to move to the full board to approve to offer as a group Colonial Life policies at the cost of the employee.**

Discussion regarding Kris Grover's Contract was discussed. It was determined that effective today the temporary contract with Mr. Kris Grover is no longer in effect and a letter will be sent to Mr. Kris Grover thanking him for his service to Schoolcraft County and requesting the return of any completed paperwork not yet returned to the office.

**Public Comment:** None

**Next meeting:** TBD

**Adjournment:** Committee meeting adjourned at 9:49 a.m.

## **SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS AUDIT-FINANCE COMMITTEE MEETING**

The Schoolcraft County Board of Commissioners Audit-Finance Committee met on Thursday, June 6, 2024, in the 1<sup>st</sup> Floor Conference Room of the Schoolcraft County Building, City of Manistique, Michigan, commencing at 3:33 p.m. The meeting was called to order and roll was taken:

Present:           Commissioner Craig Reiter  
                  Commissioner Paul Walker  
                  Beth A. Edwards, County Clerk

Commissioner Craig Reiter led the committee in the Pledge of Allegiance.

Additions: ARPA Compliance Report by Anderson Tackman

### **Discussion:**

**RECOMMENDATION of the Audit/Finance Committee to send to the full Board for approval of the Federal Forest Service Grant for patrol on their land in the amount of \$4,000 with no local match and authorize Paul Walker, Board Chairman to sign the Grant.**

**RECOMMENDATION of the Audit/Finance Committee to send to the full Board for review and approval of the CUPPAD Agreement and resolution. Paul Walker, Board Chairman, to sign if approved. Ask Mr. Ryan Carrig to attend either in person or by zoom for questions.**

An ARPA Compliance Report is required to be completed instead of a single audit.

**RECOMMENDATION of the Audit/Finance Committee is to authorize Paul Walker, Board Chairman to sign the Letter of Understanding with Anderson Tackman to perform the Compliance Report at a cost of no more than \$4,800 to be paid by Over Revenues.**

Budget was reviewed.

**Public Comment:** None

**Next Meeting:** June 25, 2024, at 3:30 p.m.

**Adjournment:** Committee meeting adjourned at 4:00 p.m.



**ANDERSON, TACKMAN & COMPANY, PLC**  
Certified Public Accountants

Kristine P. Berhow, CPA, Principal  
Brandy M. Olson, CPA, Principal  
Kathleen A. Ciantar, CPA, Principal

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*"A Regional Firm Within the Upper Peninsula of Michigan"*

March 15, 2024

To the Board of Commissioners and  
Management of Schoolcraft County  
300 Walnut Street  
Manistique, MI 49854

We are pleased to confirm our understanding of the services we are to provide for Schoolcraft County, Michigan for the year ended September 30, 2023.

We will examine the "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part I "Alternative Approach Objectives" of the Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") section of the 2023 OMB Compliance Supplement (referred to herein as "Requirements for an Alternative SLFRF Compliance Examination Engagement") of Schoolcraft County as of September 30, 2023. The objectives of our examination are to (1) obtain reasonable assurance about whether the specified requirements as described in the Requirements for an Alternative SLFRF Compliance Examination Engagement are free from material misstatement based on the SLFRF section of the 2023 OMB Compliance Supplement; and (2) to express an opinion as to whether the specified requirements as described in the Requirements for an Alternative SLFRF Compliance Examination Engagement are presented, in all material respects, in accordance with SLFRF section of the 2023 OMB Compliance Supplement.

Our examination will be conducted in accordance with attestation standards established by the AICPA and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of Commissioners and Management of Schoolcraft County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. A *misstatement* is defined as "[a] difference between the measurement or evaluation of the subject matter by the responsible party and the proper measurement or evaluation of the subject matter based on the criteria. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions. In certain engagements, a misstatement may be referred to as a *deviation, exception, or instance of noncompliance.*"

The engagement period for each year ended September 30 is considered to be a distinct and separate engagement. Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on the examination engagement must be filed within twelve months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

You understand that the report is intended solely to express an opinion on whether the County complied, in all material respects, with the specified requirements referenced above during the year ended September 30, 2023, and the report is not suitable for any other purpose.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

We will plan and perform the examination to obtain reasonable assurance about whether the specified requirements as described in the Requirements for an Alternative SLFRF Compliance Examination Engagement is free from material misstatement, based on the SLFRF section of the 2023 OMB Compliance Supplement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the specified requirements as described in the Requirements for an Alternative SLFRF Compliance Examination Engagement in accordance with the SLFRF section of the 2023 OMB Compliance Supplement; and for selecting the criteria and determining that such criteria are suitable, will be available to intended users, and are appropriate for the purpose of the engagement. You are responsible for, and agree to provide us with, a written assertion about whether the specified requirements as described in the Requirements for an Alternative SLFRF Compliance Examination Engagement is presented in accordance with SLFRF section of the 2023 OMB Compliance Supplement. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence. You are also responsible to notify us in advance of your intent to print our report, in whole or in part, for inclusion in a document containing other information, and to give us the opportunity to approve such use and to review such printed matter for material inconsistencies and misstatements before its issuance.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

The engagement documentation for this engagement is the property of Anderson, Tackman & Company, PLC and constitutes confidential information. However, we may be requested to make certain engagement documentation available to the Department of Treasury or other regulators pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of Anderson, Tackman & Company, PLC personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Kathleen Ciantar, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. To ensure that Anderson, Tackman & Company, PLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We expect to begin our examination in March 2024 and to issue our report no later than June 30, 2024. Our fee for these services will not exceed \$4,800. Additional non-attest services, if requested, will be billed at our standard hourly rates, which vary according to the degree of responsibility involved and the experience level of the personnel assigned. Our invoices for these fees will be rendered as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we

have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be payable on presentation. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

By your signature below, you hereby agree that if we receive a subpoena for testimony or documents related to any services provided under this engagement, you will be liable for all of our time and reasonable expenses in responding to such subpoena, including the time to testify at deposition and/or trial, regardless of whether the subpoena is served by you as the client or is served on us by a third party and regardless of whether the subpoena seeks only testimony as a fact witness or documents. Our time will be billed at our standard rates in existence at the time of the service of the subpoena and for the persons who are involved in replying to the subpoena(s). You further agree that the payment for these support services is due upon receipt and is subject to the same terms and conditions as further provided in this engagement letter.

In accordance with the terms and conditions of this agreement, Schoolcraft County shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, Schoolcraft County releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.



ANDERSON, TACKMAN & COMPANY, PLC  
Certified Public Accountants  
Escanaba, Michigan



**RESPONSE:**

This letter correctly sets forth the understanding of Schoolcraft County.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_



|   |      |          |
|---|------|----------|
| <b>MODIFICATION OF GRANT OR AGREEMENT</b> | PAGE | OF PAGES |
|   | 1    | 2        |

|   |  |                                      |
|---|--|--------------------------------------|
| 1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:<br><b>22-LE-11091000-015</b> | 2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: | 3. MODIFICATION NUMBER:<br><b>02</b> |
|---|--|--------------------------------------|

|   |  |
|---|--|
| 4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):<br><b>USDA Forest Service<br/>Eastern Region, Office of Grants &amp; Agreements<br/>E6248 US Highway 2, Ironwood, MI 49938</b> | 5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):<br><b>Hiawatha National Forest<br/>820 Rains Drive<br/>Gladstone, MI 49837</b> |
|---|--|

|   |  |
|---|--|
| 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):<br><b>Schoolcraft County Government Office<br/>300 Walnut Street<br/>Manistique, MI 49854    sheriff@schoolcraftcounty.us</b> | 7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): |
|---|--|

**8. PURPOSE OF MODIFICATION**

|                                     |   |
|-------------------------------------|---|
| CHECK ALL THAT APPLY:               | This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.  |
| <input type="checkbox"/>            | CHANGE IN PERFORMANCE PERIOD:   |
| <input checked="" type="checkbox"/> | CHANGE IN FUNDING: Commit additional funding in the amount of \$1,500 for FY24. Total available funding is \$4,000 for patrols on the Hiawatha National Forest for the period of January 1, 2024 through December 31, 2024. |
| <input checked="" type="checkbox"/> | ADMINISTRATIVE CHANGES: Update Payment Approver/Patrol Captian to Justin Repine, justin.repine@usda.gov.  |
| <input checked="" type="checkbox"/> | OTHER (Specify type of modification): Updated Annual Operating Plan.  |

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):  
Prevailing wage and mileage increases: \$0.67/mi patrolled. For planning purposes, the prevailing officer rate will be reimbursed at a rate not to exceed \$40.00/hour. Equipment allowance decreased to \$0.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Revised Scope of Work  |
| <input type="checkbox"/>            | Revised Financial Plan   |
| <input checked="" type="checkbox"/> | Other: Exhibit A-2024 Cooperative LE Operating & Financial Plan. |

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

|  |                   |   |                   |
|--|-------------------|---|-------------------|
| 11.A. SIGNATURE<br><br>(Signature of Signatory Official)                         | 11.B. DATE SIGNED | 11.C. U.S. FOREST SERVICE SIGNATURE<br><br>(Signature of Signatory Official)            | 11.D. DATE SIGNED |
| 11.E. NAME (type or print): <b>CHARLIE WILLOUR</b>                               |                   | 11.F. NAME (type or print): <b>SHANNON RISCHE</b>                                       |                   |
| 11.G. TITLE (type or print): <b>Sheriff, Schoolcraft County Sheriff's Office</b> |                   | 11. H. TITLE (type or print): <b>Acting Forest Supervisor, Hiawatha National Forest</b> |                   |
| 11.I. SIGNATURE<br><br>(Signature of Signatory Official)                         | 11.J. DATE SIGNED | 11.K. SIGNATURE<br><br>(Signature of Signatory Official)                                | 11.L. DATE SIGNED |
| 11.M. NAME (type or print): <b>PAUL WALKER</b>                                   |                   | 11.N. NAME (type or print): <b>MICHAEL LOFTON</b>                                       |                   |
| 11.O. TITLE (type or print): <b>County Chairperson, Schoolcraft</b>              |                   | 11.P. TITLE (type or print): <b>Special Agent in Charge, Eastern</b>                    |                   |



USDA Forest Service

OMB 0596-0217  
FS-1500-19

County

Region

**12. G&A REVIEW**

12. A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE  
SIGNED

**ALEX ZAK**

ZAK  
Date: 2024.03.28  
13:08:00 -05'00'

**ALEX ZAK**

U.S. Forest Service Grants Management Specialist

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 22-LE-11091000-015'

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN  
Between The  
SCHOOLCRAFT COUNTY SHERIFF’S OFFICE  
And the  
USDA, FOREST SERVICE  
HIAWATHA NATIONAL FOREST**

**2024 OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan) is hereby made and entered into by and between Delta County Sheriff’s Office, hereinafter referred to as “Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Hiawatha National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #22-LE-11091000-015. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through September 15, 2027, unless modified during the annual review.

Previous Year Carry-over: \$2,500.00  
Current 2024 Year Obligation: \$1500.00  
**FY2024 Total Operating Plan: \$4,000.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>   | <b>Cooperator Administrative Contact</b>   |
|---|--|
| Name: Charlie Willour, Sheriff<br>Address: 300 Main Street<br>City, State, Zip: Manistique, MI 49854<br>Telephone: (906) 341-2122<br>FAX: (906) 341-6154<br>Email: sheriff@schoolcraftcounty.us | Name: Justin Schlabach, Undersheriff<br>Address: 300 Main Street<br>City, State, Zip: Manistique, MI 49854<br>Telephone: (906) 341-2122<br>FAX: (906) 341-6154<br>Email: undersheriff@schoolcraftcounty.us |



**Principal U.S. Forest Service Contacts:**

| U.S. Forest Service Program Manager Contact  | U.S. Forest Service Administrative Contact   |
|--|--|
| Name: Justin Repine, Patrol Captain<br>Address: 1755 South Mitchell St<br>City, State, Zip: Cadillac, MI 49601<br>Telephone: 989-739-0728<br>Email: justin.repine@usda.gov | Name: Justin Repine, Patrol Captain<br>Address: 1755 South Mitchell St<br>City, State, Zip: Cadillac, MI 49601<br>Telephone: 989-739-0728<br>Email: justin.repine@usda.gov |

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.67/mile patrolled

For planning purposes, the prevailing officer rate (wages plus fringe benefits) will be reimbursed at a rate not to exceed \$40/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol any U.S. Forest Service roads/trails that are within Schoolcraft County. Priority should be given to those roads leading to campgrounds or other heavily used areas of the Forest. Alternative patrol vehicles may be used, for example, ORV's, UTV's, and ATV's.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

To assign a Deputy or Deputies to make one (1) vehicle patrol on Friday or Saturday between the hours of 8 p.m. and 4 a.m. to include an additional patrol for Memorial Day, Fourth of July and Labor Day weekends. Patrols should be conducted in local under age "party spots", government compounds and recreation sites to include but not limited to:

- |                            |                      |
|----------------------------|----------------------|
| 1. Colwell Lake Campground | 6. Thunder Bowl Area |
| 2. Indian River Campground | 7. Triangle Lake     |
| 3. Steuben Lake            | 8. Leg Lake          |
| 4. Little Bass Lake        | 9. Minerva Lake      |
| 5. Bass Lake               | 10. Clear Lake       |

Total reimbursement for this category shall not exceed the amount of: **\$4,000.00.**

**III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

None identified at this time.



#### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- A. Miscellaneous materials and supplies, i.e., batteries, camera film, flashlights, ammo, etc. may be purchased upon written request submitted to the Forest Service by the Cooperator. Granting of this request will be dependent upon funds being available, with funding for patrols being first priority. If excess funds are, or do become available, the Forest Service will notify the Cooperator that funds are available for reimbursement up to and not exceeding **\$0**. Unless otherwise amended, patrol activities and the authorized purchase of equipment shall not exceed the total.

Total reimbursement for this category shall not exceed the amount of: \$0.

#### V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

*See Addendum A: USFS Fire Emergency Protocol for additional information.*



- 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- C. The Cooperator shall furnish the U.S. Forest Service with itemized statement monthly, for which reimbursable expenditures occurred. The statements shall be in sufficient detail to allow the U.S. Forest Service to tie these expenditures back to the reimbursable expenses and rate schedule contained in 1-B of this operating plan. The Cooperator shall certify these statements as being current and proper.

- D. The following is a breakdown of total estimated costs associated with this Operating Plan.

| Category                       | Estimated Costs | Not to Exceed by % |
|--------------------------------|-----------------|--------------------|
| Patrol Activities              | \$4,000         | NA                 |
| Training                       |                 |                    |
| Equipment                      |                 |                    |
| Special Enforcement Situations |                 |                    |
| <b>Total</b>                   | <b>\$4,000</b>  |                    |

- E. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*