



Cheboygan County Board of Commissioners

MISSION STATEMENT

Cheboygan County officials and staff will strive to provide public services in an open and courteous manner and will responsibly manage county resources.

Finance/Business Meeting

November 10, 2015

9:30 a.m.

Agenda

1. Call to Order
2. Roll Call
3. Invocation/Pledge of Allegiance
4. **Public Hearing** – Notice of Closeout for Michigan Community Development Block Grant Urgent Need Funding for Cross Culvert Replacement Resulting from 2013-2014 Winter “Deep Freeze”
5. **Approve Agenda**
6. **Approve Consent Agenda**
 - A. Approve Monthly Finance Claims
 - B. Budget Adjustments
 - C. Investment Report
 - D. Cheboygan County Fair Contract – Skerbeck Entertainment Group, Inc. 2016-2019
 - E. Michigan State Police-Office of Highway Safety Seatbelt Grant
 - F. Minutes:
 1. Finance/Business Meeting of October 13, 2015 and Committee of the Whole Meeting of October 27, 2015
 2. Health Board – 9/15/15
 3. NEMCOG – 9/17/15
 4. NEMCSA – 10/2/15
 5. NLEA November President’s Report
 6. North Country Community Mental Health – 9/24/15
 7. Board Appointments & Procedures – 10/26/15
 8. Cheboygan County Fair Board – 9/14/15 & 10/5/15
 9. Cheboygan County Road Commission – 10/1/15
 10. Cheboygan City Council – 9/22/15, 9/29/15 & 10/13/15
 11. Planning Commission Meeting – 9/16/15 & 10/7/15
 12. ZBA – 8/26/15
7. **Brief Citizens Comments** – (3 minutes per person)
8. **Scheduled Visitors**
9. **Finance Director’s Report**
10. **Administrator’s Report**
11. **Committee Reports**
12. **Old Business**
13. **New Business**
 - A. Zoning Ordinance Amendment #131 – Lake & Stream District
 - B. Community Development
 1. Housing Program Guidelines
 2. Resolution 15-13 - CDBG Homeowner Rehabilitation Grant Application for MSHDA
 - C. Senior Millage Appropriation Agreements
 1. MSU-E Project Fresh
 2. Cheboygan County Council on Aging
 3. Wawatam Area Senior Citizens, Inc.

- D. Drug Court Contracts
 - 1. Catholic Human Services
 - 2. Harbor Hall
 - 3. NEMCOG
 - 4. Diane Lissfelt
 - 5. Mike Ekdahl
 - 6. Salvation Army
 - 7. Little Traverse Psychiatric Associates PC
- E. 2016 Wage and Salary Resolution 15-14 – Elected Officials
- F. 2015 Wage & Salary Resolution Amendment #12 - SAYPA

14. Citizens Comments

15. Board Members Comments

16. Lunch Break

17. Board Matters for Discussion – 2016 Budget Discussion Continued

18. CLOSED SESSION – Pursuant to MCL 15.268(c) Union Negotiations

19. Adjourn to the Call of the Chair

CHEBOYGAN COUNTY FINANCE REPORT NOVEMBER 2015

VENDOR APPROVAL REPORT FOR CHEBOYGAN COUNTY
INVOICES TO BE PAID 11/10/15

FINANCE TOTAL \$58,328.20

PREPARED BY: DAWN WREGGLESWORTH

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. BROWN BUILDERS INC	33,390.00		
2. CARNATION RESTAURANT	24,938.20		
TOTAL ALL CLAIMS	58,328.20		

CHEBOYGAN COUNTY PREPAIDS REPORT OCTOBER 2015

CHECK REGISTERS

BANK 1 TRUST & AGENCY
BANK 2 GENERAL
BANK 3 TAX PAYMENT/FORECLOSURE FUND
BANK 5 COUNTY ROAD
BANK 9 INMATE TRUST FUND

BANK 2:

GENERAL EXPENDITURES:	\$	812,244.30
MINUS OCTOBER FINANCE	\$	39,673.95

TOTAL PREPAIDS	\$	772,570.35
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CHECKS 10/13/15 WERE APPROVED OCTOBER FINANCE CLAIMS

PREPARED BY: DAWN WREGGLESWORTH

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 TRUST & AGENCY						
10/05/2015	1	59016	BOND-TREA	90TH DISTRICT COURT	TR BOND BRIAN WHITE	200.00
10/05/2015	1	59017	REF-CODE	LUCILLE BELANGER	CD OVERPYMT OF PERMIT PM15-0408	85.00
10/05/2015	1	59018	SOM-LCOTF	STATE OF MICHIGAN LCOT	TR LOCAL CORRECTIONS OFFICER TRAINING FU	490.66
10/07/2015	1	59019	AFSCME	MICHIGAN COUNCIL #25 AFSCME	PR CHEB CTY EMP UNION DUES OCT 15	1,338.75
10/07/2015	1	59020	CITI	CITI STREET	PR CHEB CTY PC JUDGE RETIRE 10/3/15	317.20
10/07/2015	1	59021	DEP UNION	DEPUTY SHERIFFS' ASSOCIATION	PR CHEB CTY SHERIFF DEPT UNION OCT 2015	168.00
10/07/2015	1	59022	ERHA D	DENNIS ERHART	DC OVERPAY REST #15-05320M	90.00
10/07/2015	1	59023	GARNISH	CHECK & CASH USA LLC	PR #14-9511-SC TINA JEWELL PD 10/9/15	25.00
10/07/2015	1	59024	GARNISH	MISDU	PR M FAIRCHILD 910220383 2002007381	170.80
10/07/2015	1	59025	GARNISH	MISDU	PR G STANKEWITZ 913068876 2009007526	35.17
10/07/2015	1	59026	GELC	GOVERNMENTAL EMPLOYEES	PR CHEB CTY SHERIFF DEPT UNION DUES OCT	564.38
10/07/2015	1	59027	MSP	MICHIGAN STATE POLICE	CR NEW CONCEALED PISTOL LICENSE 17	1,088.00
10/07/2015	1	59028	MSP	MICHIGAN STATE POLICE	CR CONCEALED WEAPON RENEWALS 20	1,280.00
10/07/2015	1	59029	POLC	POLICE OFFICERS LABOR COUNCIL	PR CHEB CTY ROAD PATROL UNION DUES OCT 2	784.00
10/07/2015	1	59030	REF-DEEDS	VICTORIA RANDOLPH MCLAIN	CR OVERPYMT OF FEES CK#9991	7.00
10/07/2015	1	59031	REF-PLAN	TERRY CLARK	PZ REFUND SOIL SEDIMENTATION PERMIT	50.00
10/07/2015	1	59032	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR CHEB CTY EMP DED PAY END 10/3/15	11.00
10/07/2015	1	59033	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR 305959 CHEB CTY EMP DED PAY END 10/3/	284.99
10/12/2015	1	59034	ACS	ALOHA CAMP STORE	CC REST #14-4834-FH RONALD NEDROW	200.00
10/12/2015	1	59035	ADV REST	ADVANCED AUTO	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59036	ANDR W	WARREN ANDREWS	CC REST #12-4544-FC RAYMOND CRANDELL	8.33
10/12/2015	1	59037	ANDYS	ANDY'S PARTY STORE	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59038	ANTK J	JOSEPH ANTKOVIAK	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59039	AO INS	AUTO OWNERS INSURANCE AGENCY	CC REST #14-4916-FH GARRETT CHILDERS	125.00
10/12/2015	1	59040	AO INS	AUTO OWNERS INSURANCE AGENCY	CC REST #14-4936-FH ANGELA KIMBLER	250.00
10/12/2015	1	59041	ARCH C	CLARENCE ARCHAMBO III	CC REST #11-4323-FH ANTHONY CANFIELD	2,046.00
10/12/2015	1	59042	BAIL S	SHANE BAILEY	CC REST #13-4724-FC VELTON MILLER JR	5.00
10/12/2015	1	59043	BLAN C	CLAYTON BLANCHARD	CC REST #89-0225-FH DANNY LAYNE	25.00
10/12/2015	1	59044	BOLI S	SHELBY BOLINGER	CC REST #12-4500-FC JONATHAN FORD	25.00
10/12/2015	1	59045	BORG W	WILLIAM BORGERDING	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59046	BRAZ M	MELISSA BRAZIER	CC REST #06-3407-FH CYNTHIA COGSWELL	15.00
10/12/2015	1	59047	BRYA W	WILLIAM BRYAN	CC REST #03-2843-FH KURT DELPH JR	25.00
10/12/2015	1	59048	CARQUEST	CARQUEST	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59049	CLL	CHEBOYGAN LITTLE LEAGUE	CC REST #07-3714-FH MICHAEL LAVIGNE	30.00
10/12/2015	1	59050	DHS-ALPENA	STATE OF MICHIGAN	CC REST #14-4842-FH DAVID JEWELL	5.00
10/12/2015	1	59051	DRIE J	JOYCE DRIER	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59052	DYKS B	BRITTANY DYKSTRA	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
10/12/2015	1	59053	EICH R	ROGER OR CAROL EICHMAN	CC REST #14-4902-FC ANDREW KOHLBECK	50.00
10/12/2015	1	59054	ELEN V	VERNA ELENBAAS	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59055	ELLI J	JANETTE ELLIOTT	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59056	FB INS	FARM BUREAU INSURANCE	CC REST #11-4456-FH JAN LAVIGNE	10.00
10/12/2015	1	59057	FB INS	FARM BUREAU SUBROGATION	CC REST #14-4995-FH JORDAN RAYMUS	75.00
10/12/2015	1	59058	FERNELIUS	FERNELIUS	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59059	FFNM	FIRST FEDERAL OF NORTHERN MICH	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59060	GEZO C	CYNTHIA GEZON	CC REST #13-4748-FH JOSHUA TEMPLE	20.00
10/12/2015	1	59061	GLENS	GLEN'S MARKET (FAMILY FARE)	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59062	GOHE D	DONALD OR JEAN GOHESKI	CC REST #13-4687-FH SUSAN WOODS	500.00
10/12/2015	1	59063	HANOVER	THE HANOVER INSURANCE GROUP	CC REST #03-2854-FH JUDY SOUTHWELL	50.00
10/12/2015	1	59064	HEAT G	GERALD HEATH	CC REST #09-4106-FH SONYA WAGNER	200.00
10/12/2015	1	59065	JOHN JA	E JAMES JOHNSON	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59066	JONE P	PATRICIA JONES	CC REST #09-3952-FH WALTER JONES	200.00
10/12/2015	1	59067	LAHA R	ROGER LAHAIE	CC REST #02-2546-FH DAVID SOVA	33.38
10/12/2015	1	59068	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #04-3006-FH KEVIN LANOUR	10.00
10/12/2015	1	59069	LEIG E	ENZO LEIGHIO	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
10/12/2015	1	59070	MARC T	TYLER MARCH	CC REST #13-4781-FH EUGENE FRADETTE III	75.00
10/12/2015	1	59071	MCCA S	SCOTT MCCAULEY	CC REST #12-4544-FC RAYMOND CRANDELL	8.34
10/12/2015	1	59072	MCKE K	KENNETH MCKERVEY	CC REST #02-2546-FH DAVID SOVA	33.33

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/12/2015	1	59073	MCKI DA	DAVID MCKINLEY	CC REST #13-4661-FC LANCE DEACONS	12.50
10/12/2015	1	59074	MELC D	DELORES MELCHING	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59075	MOOR D	DANIELLE MOORE	CC REST #13-4698-FH JOSEPH HILLIKER	212.00
10/12/2015	1	59076	MORR B	BONNIE MORROW	CC REST #12-4544-FC RAYMOND CRANDELL	8.33
10/12/2015	1	59077	NCB-PNC	NATIONAL CITY BANK NKA PNC BANK	CC REST #04-3051-FH CYNTHIA COGSWELL	15.00
10/12/2015	1	59078	NEMOA	NORTHEAST MICH OSTEOPTHIC ASSOC	CC REST #08-3779-FH VICKY JOHNSON	200.00
10/12/2015	1	59079	NEXT STORE	NEXT STORE	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59080	PARKSIDE	PARKSIDE INN	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
10/12/2015	1	59081	PAVW A	ALLEN PAVWOSKI	CC REST #11-4451-FC DENNIS PARRIS	19.53
10/12/2015	1	59082	PEAR S	SCOTT PEARSON	CC REST #06-3420-FH ROBERT BURWELL III	50.00
10/12/2015	1	59083	PERR S	SOPHIA PERRY	CC REST #13-4781-FH SOPHIA PERRY	75.00
10/12/2015	1	59084	PIER K	KIMMY PIERSON	CC REST #15-5032-FH KATHLEEN STARKEY	450.00
10/12/2015	1	59085	RACI D	DENNIS & CONNIE RACINE	CC REST #04-3023-FH THERESA KELLEY	100.00
10/12/2015	1	59086	REDM MAR	MARIANNE REDMAN	CC REST #11-4451-FC DENNIS PARRIS	19.54
10/12/2015	1	59087	ROBE C	FLORENCE ROBERTS	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59088	SAFCU	STRAITS AREA FEDERAL CREDIT UNION	CC REST #13-4719-FH JESSICA FEIN	10.00
10/12/2015	1	59089	SANE	STRAITS AREA NARCOTICS ENF	CC REST #14-4816-FC JOSHUA CATER	15.00
10/12/2015	1	59090	SANE	STRAITS AREA NARCOTICS ENF	CC REST #12-4475-FH ADAM HEINZE	118.16
10/12/2015	1	59091	SANE	STRAITS AREA NARCOTICS ENF	CC REST #14-4902-FC ROSE KOZLOWSKI	12.50
10/12/2015	1	59092	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5019-FH MARY ORMSBEE	20.00
10/12/2015	1	59093	SCH S	SHARON SCHALOW	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59094	SF INS	STATE FARM CLAIMS	CC REST #13-4786-FH JOSHUA WILSON	5.00
10/12/2015	1	59095	SMIT C	CHARLES SMITH JR	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59096	SOM-DNR-G	STATE OF MICHIGAN/DNR	CC REST #11-4323-FH ANTHONY CANFIELD	1,000.00
10/12/2015	1	59097	SOM-REST	STATE OF MICHIGAN-MGMT/BUDGET DEPT	CC REST #01-2402-FH THOMAS TURI	20.00
10/12/2015	1	59098	SPRA R	ROBERT SPRAY	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59099	SUNRISE	SUNRISE BEACH MOTEL	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
10/12/2015	1	59100	SUPERIOR	SUPERIOR VENDING	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
10/12/2015	1	59101	TELECHECK	TELECHECK	CC REST #14-4862-FH DANIEL MARX II	25.00
10/12/2015	1	59102	TUCK G	GARY TUCKER	CC REST #15-5020-FH MASON LIETAERT	20.00
10/12/2015	1	59103	VANH J	JEFFREY VANHOORNE	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59104	WENG R	ROBERT WENGER	CC REST #02-2546-FH DAVID SOVA	33.33
10/12/2015	1	59105	WILL F	FRED WILLIAMS	CC REST #08-3901-FC THOMAS WALIGORA	113.80
10/12/2015	1	59106	WILS J	JAMES WILSON	CC REST #01-2488-FH LAWRENCE BYARD	500.00
10/12/2015	1	59107	BURT TWP	BURT TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	378.94
10/12/2015	1	59108	CAS	CHEBOYGAN AREA SCHOOLS	TR PRE DENIALS DUE SCHOOLS	855.00
10/12/2015	1	59109	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	TR ROAD MILLAGE/PERSONAL PROP DUE RD COM	80.07
10/12/2015	1	59110	ELLIS	ELLIS TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	64.08
10/12/2015	1	59111	ILS	INLAND LAKES SCHOOLS	TR PRE DENIALS DUE SCHOOLS	14,855.55
10/12/2015	1	59112	MULLETT	MULLETT TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	23.51
10/12/2015	1	59113	PAS	PELLSTON AREA SCHOOLS	TR PRE DENIALS DUE SCHOOLS	10,105.20
10/12/2015	1	59114	SOM-EDTAX	STATE OF MICHIGAN	TR TRAILER PARK FEE DUE STATE	198.00
10/12/2015	1	59115	SOM-EDTAX	STATE OF MICHIGAN	TR SUMMER SET DUE STATE	3,189,324.73
10/12/2015	1	59116	SOM-PRE	STATE OF MICHIGAN	TR PRE DENIALS DUE STATE	340.67
10/12/2015	1	59117	TREAS	CHEBOYGAN COUNTY TREASURER	TR CURRENT TAX DUE COUNTY	3,008,006.19
10/12/2015	1	59118	TREAS	CHEBOYGAN COUNTY TREASURER	TR PRE DENIALS DUE COUNTY	2,384.55
10/12/2015	1	59119	TUSCARORA	TUSCARORA TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	455.56
10/12/2015	1	59120	WCS	WOLVERINE COMMUNITY SCHOOLS	TR PRE DENIALS DUE SCHOOLS	698.40
10/12/2015	1	59121	WILMOT	WILMOT TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	15.70
10/15/2015	1	59122	BEET A	ANDREW BEETHEM	PC #11790 REST CHRISTOPHER HARMON	50.00
10/15/2015	1	59123	BOND-CLERK	MICHAEL KINSEL	CR BOND #15-5102-FH PEO V KINSEL	216.00
10/15/2015	1	59124	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5011-FH RICHARD FERO FINES/CO	600.00
10/15/2015	1	59125	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5073-FH CHRISTEL WOJDESKI FI	19,667.56
10/15/2015	1	59126	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5074-FH THOMAS WOJDESKI FINE	19,667.56
10/15/2015	1	59127	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5073-FH CHRISTEL WOJDESKI FI	258.00
10/15/2015	1	59128	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5074-FH THOMAS WOJDESKI FINE	258.00
10/15/2015	1	59129	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND 15-5102-FH PEO V KINSEL FORFEITU	100.00
10/15/2015	1	59130	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #15-5102-FH PEO V KINSEL FINES/C	684.00
10/15/2015	1	59131	EMC INS	EMC INSURANCE COMPANIES	PC #11782 REST NOAH MORGAN	50.00
10/15/2015	1	59132	EMC INS	EMC INSURANCE COMPANIES	PC #11781 REST CHAYTON DENNIS	100.00

CHECK REGISTER FOR CHEBOYGAN COUNTY
 CHECK DATE FROM 10/01/2015 - 10/31/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/15/2015	1	59133	EMC INS	EMC INSURANCE COMPANIES	PC #11794 REST NOAH MORGAN	50.00
10/15/2015	1	59134	MESC	STATE OF MICHIGAN	PR #0601434 3RD QTR 15 CHEB CTY UNEMP TA	3,880.66
10/15/2015	1	59135	MSP	MICHIGAN STATE POLICE	CR SEX OFFENDER REGISTRATION 9/30/15	30.00
10/15/2015	1	59136	SCOT B	BRIAN SCOTT	PC #11795 REST MATTHEW GRIM	60.00
10/15/2015	1	59137	UNUM	UNUM LIFE INSURANCE COMPANY	PR LIFE INS NOV 15 #0116187-0015	693.09
10/15/2015	1	59138	ANKER S	SHELBY ANKER	DC REST #15-0333SM1 BRUCE COURTNEY	171.50
10/15/2015	1	59139	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0013 NOV 2015 BCBS	429.70
10/15/2015	1	59140	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0014 NOV 2015 PPO INS	1,303.60
10/15/2015	1	59141	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0011 NOV 2015 PPO INS	3,314.82
10/15/2015	1	59142	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0001 NOV 2015 DENT/VIS	6,960.73
10/15/2015	1	59143	BCNM	BLUE CARE NETWORK OF MICHIGAN	PR #00188643 G001 NOV 2015 HEALTH INS	98,189.39
10/15/2015	1	59144	BCNM	BLUE CARE NETWORK OF MICHIGAN	PR #00188643 C0001 NOV 2015 HEALTH INS	385.64
10/15/2015	1	59145	CINN INS	CINCINNATI INSURANCE CO	DC REST #110923SM1 MORGAN KEWAYGESHIK	10.00
10/15/2015	1	59146	FRANK INS	FRANKENMUTH INSURANCE	DC REST #11-0072ST1 KRISTIN CANFIELD	50.00
10/15/2015	1	59147	LUNDS	JB LUNDS & SONS	DC REST #0905SM1 DAVID ELLIS	50.00
10/15/2015	1	59148	MUIA	MI UNEMPLOYMENT INS AGENCY	DC REST #05-0565SM1 CHRISTOPHER STEC	125.00
10/15/2015	1	59149	PROG INS	PROGRESSIVE INSURANCE	DC REST #15-0409FY1 CHRISTOPHER ARRELL-S	50.00
10/15/2015	1	59150	SANG R	RICHARD SANGSTER	DC REST #11-0923SM1 MORGAN KEWAYGESHIK	10.00
10/15/2015	1	59151	TRAU L	LORI TRAUB	DC REST #15-0409FY1 CHRISTOPHER ARRELL-S	50.00
10/15/2015	1	59152	WALMART	WALMART	DC REST #13-0044SM1 THOMAS BUENZ	103.42
10/21/2015	1	59153	BOND-TREA	FRIEND OF THE COURT	TR BOND:FELICIA LYNN MANKEL FOC CHILD S	300.00
10/21/2015	1	59154	REF-PLAN	JOHN HOFFMAN & SONS LANDSCAPING	PZ OVERPAYMENT FOR SOIL & SEDIM. PERMIT	25.00
10/22/2015	1	59155	CHEB	CITY OF CHEBOYGAN	TR 2015 LAND AUCTION SALE PROCEEDS	1,492.55
10/22/2015	1	59156	CITI	CITI STREET	PR CHEB CTY PC JUDGE RETIRE 10/17/15	317.20
10/22/2015	1	59157	GARNISH	CHECK & CASH USA LLC	PR #14-9511-SC TINE JEWELL PD 10/17/15	25.00
10/22/2015	1	59158	GARNISH	MISDU	PR M FAIRCHILD 910220383 2002007381	170.80
10/22/2015	1	59159	GARNISH	MISDU	PR G STANKEWITZ 913068876 2009007526	35.17
10/22/2015	1	59160	GRANT	GRANT TOWNSHIP	TR 2015 LAND AUCTION SALE PROCEEDS	20.16
10/22/2015	1	59161	INVERNESS	INVERNESS TOWNSHIP	TR 2015 LAND AUCTION SALE PROCEEDS	4,344.31
10/22/2015	1	59162	MACKINAW	MACKINAW TOWNSHIP	TR 2015 LAND AUCTION SALE PROCEEDS	1,168.62
10/22/2015	1	59163	NUNDA	NUNDA TOWNSHIP	TR 2015 LAND AUCTION SALE PROCEEDS	98.27
10/22/2015	1	59164	REF-TREA	WALKER TOWNSHIP TREASURER	TR EFT OVERPAYMENT USDA 2015 SUMMER	203.84
10/22/2015	1	59165	TUSCARORA	TUSCARORA TOWNSHIP	TR 2015 LAND AUCTION SALE PROCEEDS	16.81
10/22/2015	1	59166	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR CHEB CTY EMP DED PAY END 10/17/15	11.00
10/22/2015	1	59167	UNUM	UNUM LIFE INSURANCE COMPANY	PR LTD INS AFSCME EMP NOV 2105	701.01
10/22/2015	1	59168	UNUM	UNUM LIFE INSURANCE COMPANY	PR LTD INS GEN EMP NOVE 2015	1,386.92
10/22/2015	1	59169	UNUM	UNUM LIFE INSURANCE COMPANY	PR LTD INS GELC EMP NOV 2015	383.84
10/22/2015	1	59170	UNUM	UNUM LIFE INSURANCE COMPANY	PR EMP LIFE INS NOV 15 01504510019	714.71
10/22/2015	1	59171	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR 305959 CHEB CTY EMP DED PAY END 10/17	284.99
10/22/2015	1	59172	VOM	VILLAGE OF MACKINAW	TR 2015 LAND AUCTION SALE PROCEEDS	81.73
10/26/2015	1	59173	EMC INS	EMC INSURANCE COMPANIES	PROBATE RESTITUTION	50.00
					PROBATE RESTITUTION	100.00
						<hr/> 150.00
10/26/2015	1	59174	MASB-SEG	MASB-SEG PROPERTY	PC REST 14008428 ROBERT WELKER	100.00
10/27/2015	1	59175	DEEDS	REGISTER OF DEEDS	TR QUIT CLAIM DEED RECORDING FEE	110.00
10/27/2015	1	59176	SOM-EDTAX	STATE OF MICHIGAN	TR SUMMER SET TAX DUE STATE	787,305.62
10/27/2015	1	59177	TOTO C	CASIMIR TOTON	PA REST #15-0036-ST PAUL MORSE	1,000.00
10/27/2015	1	59178	TREAS	CHEBOYGAN COUNTY TREASURER	TR CURRENT TAX DUE COUNTY	742,581.58
10/30/2015	1	59179	FOREST	FOREST TOWNSHIP	TR REPLACE CHECK #57099 DATED 10/02/14	106.61
10/31/2015	1	59180	BURT TWP	BURT TOWNSHIP	DC ORDINANCE FINES OCT 15	20.00
10/31/2015	1	59181	CHEB	CITY OF CHEBOYGAN	DC ORDINANCE FINES OCT 15	520.66
10/31/2015	1	59182	CHEB-DPS	CHEBOYGAN DEPT PUBLIC SAFETY	DC OUIL ASSESSMENT OCT 15	65.00
10/31/2015	1	59183	MCP	MACKINAW CITY POLICE	DC ORDINANCE FINES OCT 15	50.00
10/31/2015	1	59184	MDT-TRTAX	MICHIGAN DEPT OF TREASURY	RD REAL ESTATE TRANSFER TAX OCT 15	156,851.25
10/31/2015	1	59185	SHERIFF	CHEBOYGAN COUNTY SHERIFF DEPT	DC OUIL ASSESSMENT OCT 15	235.00
10/31/2015	1	59186	SOM-CC	STATE OF MICHIGAN	CR 53RD CIRCUIT COURT FILING FEES OCT 15	5,321.37
10/31/2015	1	59187	SOM-DC	STATE OF MICHIGAN	DC 89TH DISTRICT COURT FILING FEES OCT	17,330.90
10/31/2015	1	59188	SOM-NETF	STATE OF MICHIGAN	CR NOTARY ED/TRAIN FUND OCT 15	6.00

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User: DWREGGLESWORTH
DB: Cheboygan

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 10/01/2015 - 10/31/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/31/2015	1	59189	SOM-PC	STATE OF MICHIGAN	PC CIRCUIT COURT FILING FEES OCT 15	408.25
10/31/2015	1	59190	SOM-PC	STATE OF MICHIGAN	PC PROBATE COURT FILING FEES OCT 15	959.71
10/31/2015	1	59191	TUSCARORA	TUSCARORA TOWNSHIP	DC ORDINANCE FINES OCT 15	20.00
1 TOTALS:						
Total of 176 Checks:						8,124,935.18
Less 0 Void Checks:						0.00
Total of 176 Disbursements:						<u>8,124,935.18</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 2 GENERAL FUND						
10/01/2015	2	163245	ACKE	CHRISTOPHER ACKERMAN	PC SA INDEPENDENT CONTRACT OCT 2015	1,000.00
10/01/2015	2	163246	CAVI C	CAMERON CAVITT	FN DRAIN COMM SALARY OCT-DEC 15	150.00
10/01/2015	2	163247	CCD	CHEBOYGAN CONSERVATION DISTRICT	FN 2015 4TH QUARTER APPROPRIATION	3,125.00
10/01/2015	2	163248	DH #4	DISTRICT HEALTH DEPT #4	FN 2015 4TH QUARTER APPROPRIATION	51,876.00
10/01/2015	2	163249	GRAN J	JAMES H GRANGER	FN COUNTY SURVEYOR SALARY OCT-DEC 15	150.00
10/01/2015	2	163250	HUMANE	CHEB COUNTY HUMANE SOCIETY	FN 2015 4TH QUARTER APPROPRIATION	34,118.75
10/01/2015	2	163251	NCCMH	NORTH COUNTRY COMMUNITY	FN 2015 4TH QUARTER APPROPRIATION	27,998.75
10/01/2015	2	163252	PUB DEF 3	RONALD VARGA OR WILLIAM KEOGH	FN PUBLIC DEFENDER CONTRACT OCT 15	11,710.58
10/01/2015	2	163253	RAMSAY	DONALD RAMSAY DO	CR MEDICAL EXAMINER CONTRACT OCT 15	735.44
10/01/2015	2	163254	CDT-PZ	CHEBOYGAN DAILY TRIBUNE	PZ 12 MONTH RENEWAL	65.00
10/01/2015	2	163255	FERN FORD	FERNELIUS FORD LINCOLN	AD CAR #18 KEYS	39.99
10/01/2015	2	163256	G SHIPPING	G'S SHIPPING STORE	MA TOILET TISSUE	227.60
					MA TOILET TISSUE	203.41
						<u>431.01</u>
10/01/2015	2	163257	MOW	MICHIGAN OFFICEWAYS INC	PC #3410 CALENDARS/PLANNERS	188.90
					PC #3410 PENS/SELF STICK PADS	44.06
					PC #3410 APPOINTMENT BOOKS	37.98
						<u>270.94</u>
10/01/2015	2	163258	NOP	NATIONAL OFFICE PRODUCTS	PC #3412 PAPER	9.49
10/01/2015	2	163259	PNC VISA	PNC BANK	FN VISA CHGS THROUGH 9/18/15	3,151.27
10/01/2015	2	163260	PNC VISA	VOID		
10/01/2015	2	163261	SAG	STRAITS AREA GLASS	AD CAR #15 WINSHIELD REPLACEMENT	246.82
10/01/2015	2	163262	SBOM	STATE BAR OF MICHIGAN	PC #3411 BAR DUES R BUTTS	400.00
10/02/2015	2	163263	BRAC L	LORNA BRACH	CR BRIDGE FARE DEKETO TRAINING	8.00
10/02/2015	2	163264	CCE	CCE CENTRAL DISPATCH AUTHORITY	AD 4% PHONE SURCHARGE	299.31
10/02/2015	2	163265	CLSSI	CHEBOYGAN LIFE SUPPORT SYSTEM	TR AMBULANCE MILLAGE	23,979.75
10/02/2015	2	163266	DEKETO	DEKETO LLC	CR LABELS/RIBBONS FOR PRINTER	277.00
					CR LICENSE ENHANCEMENTS SEPT 2015	1,262.00
						<u>1,539.00</u>
10/02/2015	2	163267	EMMET CTY	EMMET COUNTY	TR AMBULANCE MILLAGE	1,925.00
10/02/2015	2	163268	MERS	MUNICIPAL EMPLOYEE RETIREMENT SYS	HR MERS ANNUAL MTG J MANKO	175.00
10/02/2015	2	163269	OAA	ONAWAY AREA AMBULANCE	TR AMBULANCE MILLAGE	1,192.91
10/02/2015	2	163270	OFF DEPOT	OFFICE DEPOT	CR PENS/LABELS/ETC	73.16
10/02/2015	2	163271	RWM	R.W. MERCER	MA GAS TANK ANNUAL COMPLIANCE TEST	352.00
10/02/2015	2	163272	SENIOR CIT	CHEBOYGAN COUNCIL ON AGING	TR SENIOR CITIZEN MILLAGE	47,581.25
10/02/2015	2	163273	TRYBAN	MARY ELLEN TRYBAN	CR MILEAGE/CELL PHONE JULY-SEPT 2015	177.55
10/02/2015	2	163274	UPS	UNITED PARCEL SERVICE	FN UPS CHGS 8/23-9/26/15	96.04
10/02/2015	2	163275	WASC	WAWATAM AREA SENIOR CITIZENS INC	TR SENIOR MILLAGE	4,791.66
10/02/2015	2	163276	WEST-CR	THOMSON REUTERS - WEST	CR LIBRARY PLAN CHGS 8/5-9/4/15	4.05
10/05/2015	2	163277	CAS	CHEBOYGAN AREA SCHOOLS	PC SA TEACHER WAGE/FRINGE JULY-SEPT 2015	15,157.94
10/05/2015	2	163278	AT&T/SBC	AT&T	FN GAS MODEM 9/28-10/27/15	34.44
10/05/2015	2	163279	CDW-G	CDW-G	IS MONITOR REPLACEMENT DISTRICT CT	304.41
10/05/2015	2	163280	GASLIGHT	GASLIGHT MEDIA	IS DSL/WEBSITE HOST/SEARCH SERVICE SEPT	289.95
10/05/2015	2	163281	VERIZON	VERIZON	IS CELL PHONES 8/14-9/13/15	1,357.85
10/05/2015	2	163282	BOHL K	KERI BOHL	EQ MILEAGE/BRIDGE FARE TRAINING MARQUETT	227.65
10/05/2015	2	163283	FERN FORD	FERNELIUS FORD LINCOLN	CD BRAKES/OIL CHANGE JEEP COMPASS	242.55
10/05/2015	2	163284	REDM P	PETER REDMOND	BOC MEALS MAC CONFERENCE	22.94
10/05/2015	2	163285	REGISTER	NMEIA	CD NMEIA CONFERENCE S SACKETT	300.00
10/05/2015	2	163286	REMEUR	TERESA REMEUR	FOC MILEAGE CONF THOMPSONVILLE	169.05
10/06/2015	2	163287	AIRPORT	CHEBOYGAN AIRPORT AUTHORITY	SRR LEASE PAYMENT OCT 2015	1,500.00
10/06/2015	2	163288	AT&T/SBC	AT&T	SRR TELEPHONE CHGS 8/29-9/28/15	140.12

CHECK REGISTER FOR CHEBOYGAN COUNTY
 CHECK DATE FROM 10/01/2015 - 10/31/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/06/2015	2	163289	AT&T/SBC	AT&T	SRR FAXLINE CHG 8/29-9/28/15	75.76
10/06/2015	2	163290	CAS-TRAN	CHEBOYGAN AREA SCHOOLS	SRR DIESEL FUEL 8/28-9/30/15	6,472.12
10/06/2015	2	163291	CDW-G	CDW-G	IS SEAGATE NAS PRO 24TB ADV DSKTP 6BAY B IS 24" MONITORS	1,462.45 1,252.87 <u>2,715.32</u>
10/06/2015	2	163292	DATASPEC	DATASPEC INC	VA VETRASPEC SOFTWARE 2016	399.00
10/06/2015	2	163293	MEMBER	MICHIGAN PUBLIC TRANSIT ASSOC	SRR TRANSIT MEMBERSHIP 2016	887.00
10/06/2015	2	163294	NSB	NORTHERN STAR BROADCASTING	SRR TOWER LEASE OCT 2015	300.00
10/06/2015	2	163295	OFF DEPOT	OFFICE DEPOT	DC 10 WALL CALENDARS DC INK STAMPS	142.90 15.18 <u>158.08</u>
10/06/2015	2	163296	SAP	STRAITS AREA PRINTING	CD ENVELOPES	674.15
10/06/2015	2	163297	SELI D	DALE SELIN	DC CELL PHONE REIMBURSEMENT 9/16-9/30/15	22.50
10/06/2015	2	163298	STRAITS	STRAITSLAND RESORTER	AD 2 YEAR E SUBSCRIPTION	50.00
10/06/2015	2	163299	TARGET	TARGET	DC FORMS	28.15
10/06/2015	2	163300	YOUN K	KIMBERLY YOUNGS	DC CELL PHONE REIMBURSEMENT SEPT 2015	45.00
10/07/2015	2	163301	ANTRIM	ANTRIM COUNTY	PA FOIA REQUEST- WAGES	61.94
10/07/2015	2	163302	AT&T/SBC	AT&T	SDJ PHONE 8/29-9/28/15	143.76
10/07/2015	2	163303	BLARNEY	BLARNEY CASTLE OIL COMPANY	CCM DIESEL FUEL CCM GASOLINE ADJUSTMENT	4,864.75 89.54 <u>4,954.29</u>
10/07/2015	2	163304	BLASKOWSKI	BLASKOWSKI FEED & SEED	SD K9 DOG FOOD	91.56
10/07/2015	2	163305	CATH HUM	CATHOLIC HUMAN SERVICES	CC DGC COUNSELING SERVICES SEPT 2015	30.00
10/07/2015	2	163306	CULLIGAN	MCCARDEL CULLIGAN-PETOSKEY	CC #216832 JURY ROOM WATER	43.00
10/07/2015	2	163307	HARBOR	HARBOR HALL INC	CC DGC COUNSELING SERVICES SEPT 2015	120.00
10/07/2015	2	163308	HOLT P	PATRICK HOLT	SD BOOTS P HOLT	120.00
10/07/2015	2	163309	INK & TONE	INK & TONER ALTERNATIVE	DC 3 HP COLOR TONERS	389.97
10/07/2015	2	163310	LAPEER	LAPEER COUNTY REGISTER DEEDS	PA COPY QUIT CLAIM DEED SIUDARA	9.00
10/07/2015	2	163311	LEXISNEXIS	LEXISNEXIS RISK DATA MANAGE INC	FOC INFORMATION RESEARCH SEPT 2015	65.85
10/07/2015	2	163312	LISS D	DIANE LISSFELT LMSW, ACSW, CAAC	CC DGC COUNSELING SERVICES APR-SEPT 2015	680.00
10/07/2015	2	163313	NEMCOG	NEMCOG	CC DGC CASE MGR SERVICES SEPT 2015	4,445.08
10/07/2015	2	163314	RED TOX	REDWOOD TOXICOLOGY LABORATORY	CC DGC DRUG TESTING SEPT 2015	385.00
10/07/2015	2	163315	ROWLEYS	ROWLEYS WHOLESALE	SD 22 TIRES SD 6 TIRES SD CORRECTION/OVERCHARGE	8,338.08 3,126.78 (8,433.26) <u>3,031.60</u>
10/07/2015	2	163316	SECURUS	SECURUS TECHNOLOGIES	SDJ INMATE PHONE CHGS SEPT 2015	3,201.11
10/07/2015	2	163317	SPARTAN	SPARTAN STORES LLC	SDJ INMATE PRESCRIPTIONS SEPT 2015	72.14
10/07/2015	2	163318	SWANSON S	SWANSON SERVICES	SDJ INMATE PAK ORDERS SDJ INMATE COMMISSARY ORDERS SDJ INMATE ENTRANCE PACKS SDJ INMATE PAK ORDERS SDJ INMATE COMMISSARY ORDERS SDJ INMATE ENTRANCE PACKS SDJ INMATE SHOWER SHOES	32.30 981.32 166.50 27.16 1,018.55 166.50 158.00 <u>2,550.33</u>
10/07/2015	2	163319	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMP FRIN/DED PAY END 10/3/15	224,442.06
10/08/2015	2	163320	CALS	CAL'S MOBILE HEAVY EQUIPMENT	SRR BUS#209 REPAIR BRAKE ELEC/SYSTEM	4,217.29

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					SRR BUS #709 STEERIING GEAR BOX/AIR LEAK	1,283.15
					SRR BUS #109 BI-ANUAL INSPECTION	236.00
						<u>5,736.44</u>
10/08/2015	2	163321	CARD	CARDMEMBER SERVICE	SD VISA CHGS THROUGH 9/24/15	928.95
10/08/2015	2	163322	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	AD GEN LABORERS/FG AD	100.00
10/08/2015	2	163323	GPLLC	GOVERNMENTAL PRODUCTS LLC	TR DOG LICENSES/TAGS	340.99
					TR DOG LICENSES/TAGS	273.00
						<u>613.99</u>
10/08/2015	2	163324	HARBOR	HARBOR HALL INC	PC #11793 COURT ORDERED SERVICES	550.00
10/08/2015	2	163325	SALT R	RAEANN SALTER	PC #3413 GUARDIANSHIP REVIEW	140.00
10/08/2015	2	163326	STAC D	DANIEL STACKS	SDM MARINE MILEAGE AUG/SEPT 2015	194.35
10/08/2015	2	163327	STOP	SATELLITE TRACKING OF PEOPLE LLC	PC #11792 COURT ORDERED SERVICES	289.00
10/09/2015	2	163328	ASHE C	CYNTHIA E EBERLY	PC CELL PHONE SEPT 2015	45.00
10/09/2015	2	163329	ASHE M	MEGAN FENLON	PC MILEAGE CONFERENCE TRAVERSE CITY	113.85
10/09/2015	2	163330	BLASKOWSKI	BLASKOWSKI FEED & SEED	MA FERTILIZER SPIKES	2.50
					MA LAWN MIX	25.00
						<u>27.50</u>
10/09/2015	2	163331	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	AD MTG MIN/TREA HELP WANTED	226.10
10/09/2015	2	163332	CHEB	CITY OF CHEBOYGAN	FG WATER/SEWER 6/1-8/31/15	247.75
10/09/2015	2	163333	EPSI	ENGINEERED PROTECTION SYSTEMS	HD ALARM SYSTEM AGREEMENT 11/1/15-1/31/1	313.59
10/09/2015	2	163334	BRIDGE EXC	BRIDGEWATER EXCAVATING	RC NEW GRAVEL AT IR SITE	500.00
10/09/2015	2	163335	CALS	CAL'S MOBILE HEAVY EQUIPMENT	RC REPLACE COOLANT/FULL SERVICE	738.88
10/09/2015	2	163336	CAS-TRAN	CHEBOYGAN AREA SCHOOLS	RC DIESEL FUEL 8/28-9/30/15	1,150.72
10/09/2015	2	163337	CDT-MA	CHEBOYGAN DAILY TRIBUNE	MA SEALED BID FOR NEW TRACTOR	26.00
10/09/2015	2	163338	JURY DC	DOROTHY BODA	DC JURY SELECTION MILEAGE/PER DIEM	22.90
10/09/2015	2	163339	JURY DC	JENIFER MICHIE	DC JURY SELECTION MILEAGE/PER DIEM	19.26
10/09/2015	2	163340	JURY DC	KIRK PASSMORE	DC JURY SELECTION MILEAGE/PER DIEM	22.90
10/09/2015	2	163341	JURY DC	CLAY PETTENGILL	DC JURY SELECTION MILEAGE/PER DIEM	18.74
10/09/2015	2	163342	JURY DC	MICHELLE PSZCZOLKOWSKI	DC JURY SELECTION MILEAGE/PER DIEM	22.90
10/09/2015	2	163343	SOM-ELE	STATE OF MICHIGAN	HD STATE ELEVATOR INSPECTION	180.00
10/13/2015	2	163344	CARNATION	CARNATION RESTAURANT	SDJ INMATE MEALS SEPT 15 6,553 @ \$3.40	22,280.20
10/13/2015	2	163345	MSU MSUEBO	MICHIGAN STATE UNIVERSITY	FN 4TH QUARTER MOA PAYMENT	17,393.75
10/14/2015	2	163346	BOB BARKER	BOB BARKER COMPANY INC	SDJ INMATE PADS/RAZORS	215.75
10/14/2015	2	163347	CASH-CF	START-UP CASH	CF START UP CASH MUD BOG	400.00
10/14/2015	2	163348	CDT-PZ	CHEBOYGAN DAILY TRIBUNE	PZ ADVERTISING IN SEPT 2015	1,414.19
10/14/2015	2	163349	CDW-G	CDW-G	IS EQ PLANTRONIC HEADSET #9274076	263.36
10/14/2015	2	163350	CHASE	DAN CHASE	CD MEAL TRAINING GAYLORD	8.58
10/14/2015	2	163351	DH #4	DISTRICT HEALTH DEPT #4	SDJ INMATE NURSE VISITS SEPT 2015	2,531.25
10/14/2015	2	163352	DUNC L	LISA DUNCAN	CF POSTAGE	49.00
10/14/2015	2	163353	EMMET DPW	EMMET COUNTY DPW	RC RECYCLE PROCESS FEE SEPT 2015	9,763.75
					RC RECYCLE CREDIT SEPT 2015	(980.94)
						<u>8,782.81</u>
10/14/2015	2	163354	LEXIS	LEXISNEXIS	PC #3414/PACS RESEARCH INFORMATION SEPT	50.00
10/14/2015	2	163355	MCMA G	GINA MCMAHON	PC #11799 WITNESS FEES	600.20
10/14/2015	2	163356	OCEI	ONAWAY CUSTOM EMBROIDERY INC	CF 72 SHIRTS	684.00
10/14/2015	2	163357	OMHMG	OMH MEDICAL GROUP & MEDCARE	SDJ LAB/XRAY FOR INMATE ROBERTS	574.00
10/14/2015	2	163358	SKILLPATH	SKILLPATH SEMINARS	MSU SEMINAR/HANDBOOK	130.90
10/14/2015	2	163359	SOM-BCC	STATE OF MICHIGAN	CD ELECTRICIAN LICENSE-SACKETT	50.00
10/14/2015	2	163360	ALLO S	SUE ALLOR	BOC COMM MILAGE 10/13/15	34.50
10/14/2015	2	163361	BOUR T	TRACY BOURGEOIS	FOC MILEAGE TO HARBOR CONFERENCE	34.50
10/14/2015	2	163362	BREG L	LOIS BREGE	DHS CC #20623836 DDS 9/18-10/1/15	241.36
10/14/2015	2	163363	BREG L	LOIS BREGE	DHS CC #20623834 DDS 9/18-10/1/15	241.36

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/14/2015	2	163389	WHEELER	VOID		V
10/16/2015	2	163390	AT&T/SBC	AT&T	FG/RC #23162770514553 8/29-9/28/15	171.92
10/16/2015	2	163391	BUTTS	ROBERT J BUTTS	PC #3417 MEALS AT STATE BAR MTG	39.96
10/16/2015	2	163392	DANI K	KAREN DANIEL	PC #3415 GUARDIANSHIP REVIEW 10/9/15	90.47
10/16/2015	2	163393	DEAN	NANCY B DEAN	PC #11814 MEDIATION 10/12/15	150.00
10/16/2015	2	163394	DH #4	DISTRICT HEALTH DEPT #4	FN 2015 ADDT'L APPROPRIATION	7,731.00
10/16/2015	2	163395	HART D	DENISE HART	PC #11808 MILEAGE CONF GAYLORD	57.50
10/16/2015	2	163396	IRM	INDIAN RIVER MARINA	SDM 211.6 GAL PUMPED FOR 2015	71.16
10/16/2015	2	163397	JOY VALLEY	JOY VALLEY COUNSELING & CONSULT	PC #11806 COURT ORDERED SERVICES	300.00
10/16/2015	2	163398	LAMO T	TERRIE LAMONT	PC #3416 GUARDIANSHIP REVIEW 10/7/15	70.00
10/16/2015	2	163399	LODGING	COMFORT INN	PC #3418 MPJRA CONFERENCE/ B NOEL	84.66
10/16/2015	2	163400	OFF DEPOT	OFFICE DEPOT	DC DATER	49.99
10/16/2015	2	163401	RED TOX	REDWOOD TOXICOLOGY LABORATORY	DC SBC DRUG TESTING THROUGH 9/30/15	663.04
					DC DRUG TESTING SUPPLIES	65.14
						<u>728.18</u>
10/16/2015	2	163402	SHELDON	JENNIFER SHELDON	PC #11807 COURT APPTD ATTY 8/13 & 8/14/1	300.00
10/19/2015	2	163403	DEKETO	DEKETO LLC	CR 2- THERMAL PRINTERS	910.00
10/19/2015	2	163404	FAIR M	MICHAEL FAIRCHILD	IS CELL PHONE REIMBURSEMENT OCT 2015	45.00
10/19/2015	2	163405	FITZNER	STEVEN FITZNER	CCD CONSERVATION MEETING 10/14/15	40.00
10/19/2015	2	163406	NOP	NATIONAL OFFICE PRODUCTS	FOC OFFICE SUPPLIES	25.99
					FOC OFFICE SUPPLIES	13.99
					FOC OFFICE SUPPLIES	18.99
						<u>58.97</u>
10/19/2015	2	163407	NOP	NATIONAL OFFICE PRODUCTS	FOC OFFICE SUPPLIES	21.96
10/19/2015	2	163408	REIM C	CARL REIMANN	CCD CONSERVATION MEETING 10/14/15	40.00
10/19/2015	2	163409	WHIT G	GREGORY WHITTAKER	CCD CONSERVATION MEETING 10/14/15	40.00
10/20/2015	2	163410	BUR M	MARY BUR	FOC MEALS TRAINING	34.37
10/20/2015	2	163411	DEAN	NANCY B DEAN	PC ATTORNEY CONTRACT OCTOBER 2015	1,375.00
10/20/2015	2	163412	FELE A	ALFRED FELEPPA	PC ATTORNEY CONTRACT OCTOBER 2015	1,375.00
10/20/2015	2	163413	FERN FORD	FERNELIUS FORD LINCOLN	CD OIL CHANGE-JEEP PATRIOT	23.21
10/20/2015	2	163414	FLEETWOOD	FLEETWOOD INN & SUITES	CF FAIR JUDGES/PORTERS LODGING	1,331.80
10/20/2015	2	163415	GL TISSUE	GREAT LAKES TISSUE	SRR 2 CASES BATHROOM ROLLS AIRPORT	26.50
10/20/2015	2	163416	HANSEL	DONNA HANSEL	PC ATTORNEY CONTRACT FOR OCTOBER 2015	1,375.00
10/20/2015	2	163417	KEOGH	WILLIAM L KEOGH PC	PC ATTORNEY CONTRACT OCTOBER 2015	1,375.00
10/20/2015	2	163418	NOP	NATIONAL OFFICE PRODUCTS	FOC CALENDARS, APPT BOOKS	252.81
10/20/2015	2	163419	NOP	NATIONAL OFFICE PRODUCTS	FOC OFFICE SUPPLIES PORTFOLIOS, STORAGE	80.88
10/20/2015	2	163420	SHELDON	JENNIFER SHELDON	PC ATTORNEY CONTRACT FOR OCTOBER 2015	1,375.00
10/20/2015	2	163421	VIZINA	DARYL VIZINA	PA STRANGULATION SEMINAR	75.44
10/20/2015	2	163422	WEST-DC	THOMSON REUTERS - WEST	PA LIBRARY PLAN 9/5-10/4/15	51.03
10/20/2015	2	163423	ZAREMBA	ZAREMBA EQUIPMENT INC	SRR 2 RETAINER CAPS FOR HEADLIGHTS	21.34
10/21/2015	2	163424	ACPS	AUTO CENTER PIT STOP	SD TIRES #4 FORD ESCAPE	543.20
10/21/2015	2	163425	ADVANCE-SD	ADVANCE AUTO PARTS	MA PARTS EPOXY	8.39
					MA PARTS BALL MOUNT/RECEIVER PIN/TRAILER	41.27
						<u>49.66</u>
10/21/2015	2	163426	AT&T/SBC	AT&T	IS PHONE SERVICE 9/2-10/1/15	585.29
10/21/2015	2	163427	AT&T/SBC	VOID		V
10/21/2015	2	163428	AT&T/SBC	AT&T	CCM PHONE 8/29-9/28/15	289.56
10/21/2015	2	163429	BBC	BERNARD BUILDING CENTER	HD FIREGUARD DRYWALL/SCREWS/MISC BLDG SU	167.05
					HD SHINGLES/FIREGUARD DRYWALL	99.20
						<u>266.25</u>
10/21/2015	2	163430	BOWM	BRIDGES OF WEST MICHIGAN PLLC	PC COURT ORDER SERVICES	720.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/21/2015	2	163431	ELK	ELK RUN LANDFILL	HD HEALTH DEPT REMODEL TRASH PICKUP	29.65
10/21/2015	2	163432	MAIN K	KATHLEEN MAINE	PC COURT APPOINTED ATTORNEY	35.00
10/21/2015	2	163433	MANNINGS	MANNINGS NORTHERN TIRE	MA LAWN MOWER TIRE REPAIR	20.00
10/21/2015	2	163434	MOW	MICHIGAN OFFICEWAYS INC	PC OFFICE SUPPLIES CATALOG ENVELOPES	57.10
10/21/2015	2	163435	RDIC	RIVERTOWN DO-IT CENTER	MA SUPPLIES/STAINABLE WOOD FILLER	9.99
					MA PAINTING SUPPLIES	84.66
					MA PAINTING SUPPLIES	57.24
					MA LIGHT BULBS	13.99
						<hr/> 165.88
10/21/2015	2	163436	ROSE EXT	ROSE EXTERMINATOR	MA PEST CONTROL OCT 2015	70.00
10/21/2015	2	163437	RWS	REPUBLIC SERVICES #239	MA TRASH SERVICE SEPT 15	457.44
10/21/2015	2	163438	RWS	REPUBLIC SERVICES #239	CCM TRASH REMOVAL OCT 15	158.93
10/21/2015	2	163439	SOM-BCC	STATE OF MICHIGAN	MA BOILER INSPECTION	490.00
10/21/2015	2	163440	TARGET	TARGET	DC FORMS SMALL CLAIMS/GARNISHEE	40.52
10/21/2015	2	163441	WEST-DC	THOMSON REUTERS - WEST	DC LIBRARY PLAN 9/5-10/4/15	13.23
10/21/2015	2	163442	WHEELER	WHEELER MOTORS INC	RC RECYCLE PICKUP BODY REPAIR DEDUCTIBLE	250.00
10/22/2015	2	163443	JURY DC	WANDA L BARR	DC JURY SELECTION MILEAGE/PER DIEM	12.76
10/22/2015	2	163444	JURY DC	THOMAS CHRISTENSEN	DC JURY SELECTION MILEAGE/PER DIEM	25.50
10/22/2015	2	163445	JURY DC	RANDY DARROW	DC JURY SELECTION MILEAGE/PER DIEM	17.70
10/22/2015	2	163446	JURY DC	SALLY ANN DIZON	DC JURY SELECTION MILEAGE/PER DIEM	17.70
10/22/2015	2	163447	JURY DC	NICHOLE FENSTERMAKER	DC JURY SELECTION MILEAGE/PER DIEM	21.86
10/22/2015	2	163448	JURY DC	MICHAEL GOODMAN	DC JURY SELECTION MILEAGE/PER DIEM	24.98
10/22/2015	2	163449	JURY DC	JOEL GRANTNER	DC JURY SELECTION MILEAGE/PER DIEM	12.76
10/22/2015	2	163450	JURY DC	KATHRYN HANSZ	DC JURY SELECTION MILEAGE/PER DIEM	13.02
10/22/2015	2	163451	JURY DC	JESSICA HUMPHREY	DC JURY SELECTION MILEAGE/PER DIEM	12.76
10/22/2015	2	163452	JURY DC	DANIELLE JARVIS	DC JURY SELECTION MILEAGE/PER DIEM	28.10
10/22/2015	2	163453	JURY DC	LYNN JOHNSON	DC JURY SELECTION MILEAGE/PER DIEM	22.90
10/22/2015	2	163454	JURY DC	PATRICIA LALONDE	DC JURY SELECTION MILEAGE/PER DIEM	12.76
10/22/2015	2	163455	JURY DC	JAMES LASLEY	DC JURY SELECTION MILEAGE/PER DIEM	23.94
10/22/2015	2	163456	JURY DC	BREE MAY	DC JURY SELECTION MILEAGE/PER DIEM	13.02
10/22/2015	2	163457	JURY DC	JEFFREY MIGDA	DC JURY SELECTION MILEAGE/PER DIEM	14.06
10/22/2015	2	163458	JURY DC	DANIEL MILLER	DC JURY SELECTION MILEAGE/PER DIEM	20.30
10/22/2015	2	163459	JURY DC	NATHAN JON MORELL	DC JURY SELECTION MILEAGE/PER DIEM	30.70
10/22/2015	2	163460	JURY DC	KRISTINE OWEN	DC JURY SELECTION MILEAGE/PER DIEM	13.54
10/22/2015	2	163461	JURY DC	SCOTT PORTA	DC JURY SELECTION MILEAGE/PER DIEM	20.30
10/22/2015	2	163462	JURY DC	MARCIA ROCHELEAU	DC JURY SELECTION MILEAGE/PER DIEM	13.54
10/22/2015	2	163463	JURY DC	DENNIS SCHELLENBERG	DC JURY SELECTION MILEAGE/PER DIEM	12.76
10/22/2015	2	163464	JURY DC	MICHAEL SCHOENITH	DC JURY SELECTION MILEAGE/PER DIEM	15.62
10/22/2015	2	163465	JURY DC	JOSHUA VIEAU	DC JURY SELECTION MILEAGE/PER DIEM	20.30
10/22/2015	2	163466	JURY DC	JAMES WALLACE JR	DC JURY SELECTION MILEAGE/PER DIEM	18.22
10/22/2015	2	163467	JURY DC	PATRICIA WISSNER	DC JURY SELECTION MILEAGE/PER DIEM	15.10
10/23/2015	2	163468	WEST-PC	THOMSON REUTERS - WEST	PC LIBRARY PLAN CHGS 9/5-10/4/15	19.37
10/23/2015	2	163469	AFG	THE ARCHITECT FORUM GROUP LLC	AD CCHS DESIGN/SITE VISIT/PHASE II	140.00
10/23/2015	2	163470	ALGE B	BARB ALGENSTEDT	SDJ BLOOD DRAWS-HUDDLESTON/OSTROSKE	100.00
10/23/2015	2	163471	AREA 52	AREA 52 SCREEN PRINTING	SD EMBROIDER UNIFORMS	600.00
10/23/2015	2	163472	BLASKOWSKI	BLASKOWSKI FEED & SEED	SD K9 DOG FOOD	82.32
10/23/2015	2	163473	CCE	CCE CENTRAL DISPATCH AUTHORITY	AD 4% PHONE SURCHARGE	111.19
10/23/2015	2	163474	CHARTER	CHARTER COMMUNICATIONS	SD INMATE CABLE 10/23-11/22/15	82.62
10/23/2015	2	163475	CNB	CITIZENS NATIONAL BANK	FOC DEPOSIT TICKET ORDER	34.40
10/23/2015	2	163476	CONSUMERS	CONSUMERS ENERGY	MA ELEC 100026019925 9/3-10/5-15	36.31
10/23/2015	2	163477	CONSUMERS	CONSUMERS ENERGY	MA ELEC 100000107183 9/5-10/6/15	6,358.36
10/23/2015	2	163478	CONSUMERS	CONSUMERS ENERGY	MA ELEC 10029199252 9/9-10/8/15	22.62
10/23/2015	2	163479	CONSUMERS	CONSUMERS ENERGY	MA ELEC 100027732369 9/5-10/6/15	126.05
10/23/2015	2	163480	CONSUMERS	CONSUMERS ENERGY	MA ELEC 10000163434 9/1-9/30/15	14.79
10/23/2015	2	163481	CONSUMERS	CONSUMERS ENERGY	RC #100045328463 ELEC SEPT 2015	21.86
10/23/2015	2	163482	CONSUMERS	CONSUMERS ENERGY	HD ELEC 09/5-10/06/15 103003539980	996.85
10/23/2015	2	163483	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 9/12-10/9/15 100032118323	27.11
10/23/2015	2	163484	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 9/12-10/9/15 10032117473	22.62

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/23/2015	2	163485	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 9/12-10/9/15 10032117523	32.09
10/23/2015	2	163486	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 9/12-10/10/15 100045025812	22.75
10/23/2015	2	163487	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 9/12-10/9/15 1003217358	70.86
10/23/2015	2	163488	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 9/12-10/9/15	166.02
10/23/2015	2	163489	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 9/1-9/30/15 100000225340	21.86
10/23/2015	2	163490	CONSUMERS	CONSUMERS ENERGY	RC/FG ELECTRIC 9/12-10/10/15 10003211741	52.71
10/23/2015	2	163491	DTE	DTE ENERGY	MA ELEC #45643390010 9/8/-10/10/15	613.30
10/23/2015	2	163492	DTE	DTE ENERGY	FG/RC ELECTRIC 9/14-10/13/15	72.98
10/23/2015	2	163493	DTE	DTE ENERGY	HD GAS 9/8/-10/10/15 4546433900010	51.24
10/23/2015	2	163494	NMK9	NORTHERN MICHIGAN K9	SD K9 RECERTIFICATION/TEBO	100.00
10/23/2015	2	163495	NYE	NYE UNIFORM COMPANY	SD SUPERNALUT/SHIRTS	180.34
10/23/2015	2	163496	OFF DEPOT	OFFICE DEPOT	SD OFFICE SUPPLIES INK/FLASH DRIVES	103.93
10/23/2015	2	163497	OMHMG	OMH MEDICAL GROUP & MEDCARE	SDJ DR VISIT/ROBERTS, R	100.00
					SDJ DR VISIT/TEMPLE	108.00
						<u>208.00</u>
10/23/2015	2	163498	PIE&G	PRESQUE ISLE ELECTRIC & GAS	RC ELEC FOR SECURITY LIGHT 9/12-10/13-15	14.65
10/23/2015	2	163499	SALT R	RAEANN SALTER	PC GUARDIANSHIP REVIEW/DONNA JOFER	35.00
10/23/2015	2	163500	SAP	STRAITS AREA PRINTING	SD BROCHURES/LAYOUT & PROOFS	157.00
10/23/2015	2	163501	STRAITS	STRAITSLAND RESORTER	AD HELP WANTED/MA INVITATION TO BID	19.13
10/23/2015	2	163502	TASER	TASER INTERNATIONAL	SD TASER BATTERIES	160.16
10/23/2015	2	163503	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMP FRIN/DED PAY END 10/17/15	116,628.16
10/23/2015	2	163504	AFG	THE ARCHITECT FORUM GROUP LLC	AD DRC DESIGN SITE VISIT	105.00
10/26/2015	2	163505	DIXON W	WENDY DIXON	CCM WATERWAYS MTGS 1/15/2015-10/15/2015	240.00
10/26/2015	2	163506	FERN FORD	FERNELIUS FORD LINCOLN	CD NEW TIRE/JEEP COMPASS	106.89
					CD OIL CHANGE/TIRE ROTATION ESCAPE #19	44.70
						<u>151.59</u>
10/26/2015	2	163507	MICK J	R. JAMES MICK	CCM WATERWAY MTGS 1/15/2015-10/15/2015	280.00
10/26/2015	2	163508	NMRI	NORTHERN MICHIGAN REVIEW INC	SRR ADVERTISING ACCT #14110372	160.00
10/26/2015	2	163509	PIKE G	GEORGE N PIKE	CCM WATERWAYS MTGS 1/15/2015-10/15/2015	320.00
10/26/2015	2	163510	STEW C	BENJAMIN C STEWART	CCM WATERWAYS MTGS 1/15/2015-10/15/2015	360.50
10/27/2015	2	163511	FERN FORD	FERNELIUS FORD LINCOLN	SD OIL CHANGE	33.44
10/27/2015	2	163512	NOR IMAG	NORTHERN IMAGING	SDJ INMATE MEDICAL SERVICES/XRAY	39.00
10/27/2015	2	163513	OFF DEPOT	OFFICE DEPOT	SD SHARPIES/BINDER CLIPS/MEMO BOOKS	70.38
10/27/2015	2	163514	SOM-CCM	STATE OF MICHIGAN	CCM 2015 HARBOR OVERDISTRIBUTION	494.68
10/27/2015	2	163515	SYSCO	SYSCO FOODS OF GRAND RAPIDS	SDJ DESTAINER/DETERGENT/SOFTNER	702.66
10/27/2015	2	163516	TREAS	CHEBOYGAN COUNTY TREASURER	TR PASSPORT POSTAGE REIMBURSEMENT	25.67
10/28/2015	2	163517	ALP	ALPENA OIL	MA GASOLINE	15,705.85
10/28/2015	2	163518	BERG D	DAVID BERG	IS LODGING REIMBURSEMENT M-GMIS CONFEREN	86.45
10/28/2015	2	163519	BOHL S	SAM BOHL	FOC BANK TRAVEL 8/17/15-10/26/15	20.70
10/28/2015	2	163520	BOHL S	SAM BOHL	FOC TRAINING MEAL 9/29/15	13.41
					FOC TRAINING MEAL 9/30/15	12.12
					FOC TRAINING MEAL 10/1/15	12.79
						<u>38.32</u>
10/28/2015	2	163521	CHARTER	CHARTER COMMUNICATIONS	IS INTERNET SERVICE 10/24/15-11/23/15	95.00
10/28/2015	2	163522	DELL	DELL	IS SYSTEM REPLACEMENT - GIS	1,170.33
10/28/2015	2	163523	DELL	DELL	IS SYSTEM REPLACEMENT - JURY/COMM/DC/TBD	2,677.84
10/28/2015	2	163524	G SHIPPING	G'S SHIPPING STORE	MA TOILET PAPER	298.50
					MA TOILET PAPER	156.09
						<u>454.59</u>
10/28/2015	2	163525	GASLIGHT	GASLIGHT MEDIA	IS DSL/WEBSITE HOST/SEARCH SERVICE OCTOB	150.00
10/28/2015	2	163526	GRAINGER	WW GRAINGER	MA PARTS & SUPPLIES NEW LED LIGHT FIXTUR	284.85

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/28/2015	2	163527	INK & TONE	INK & TONER ALTERNATIVE	PC #3424 TONER PC #3424 TONER	154.99 54.99 <u>209.98</u>
10/28/2015	2	163528	KSS	KSS ENTERPRISES	MA CLEANING SUPPLIES MA CLEANING SUPPLIES MA CLEANING SUPPLIES MA CLEANING SUPPLIES	218.69 247.26 136.27 112.77 <u>714.99</u>
10/28/2015	2	163529	LIBB A	AMBER LIBBY	CR MILEAGE REIMBURSEMENT TRAINING	61.76
10/28/2015	2	163530	NOP	NATIONAL OFFICE PRODUCTS	MA TOWELING	231.10
10/28/2015	2	163531	PAETEC	PAETEC	IS PHONE BILLING SEPT 2015	249.83
10/28/2015	2	163532	PAETEC	VOID		
10/28/2015	2	163533	RA	R.A. TOWNSEND	MA FILTERS	131.97
10/28/2015	2	163534	SOM-TPWU	STATE OF MICHIGAN	DC GARNISHMENT DISCLOSURE FEES 50 @ \$6.0	300.00
10/28/2015	2	163535	SOM-TPWU	STATE OF MICHIGAN	DC GARNISHMENT DISCLOSURE FEES 32 @ \$6.0	192.00
10/28/2015	2	163536	STANS	STANS ELECTRIC	MA PARKING LOT LIGHT REPLACED W/LED LIGH	989.00
10/28/2015	2	163537	TPS	TAYLOR POWER & SUPPLY	MA GALLON B&C OIL	11.29
10/28/2015	2	163538	WERNER	WERNER PLUMBING & HEATING	MA REPAIR A/C FIA BUILDING MA PUMP FOR COUNTY BUILDING	108.10 339.25 <u>447.35</u>
10/28/2015	2	163539	WOE	WILLIAMS OFFICE EQUIPMENT	IS COPY MAINTENANCE SEPT 2015	1,451.49
10/29/2015	2	163540	ABE	AUTOMATED BUSINESS EQUIPMENT	EQ OFFICE SUPPLIES 2 BOTTLES SEALING SOL	28.00
10/29/2015	2	163541	BREG L	LOIS BREGE	DHS CC #20623834 10/2/15-10/15/15 DHS CC #20623835 10/2/15-10/15/15 DHS CC #20623836 10/2/15-10/15/15 DHS CC #1525157 9/30/15-10/13/15	241.36 241.36 241.36 241.36 <u>965.44</u>
10/29/2015	2	163542	BURK R	REGINA BURKE	DHS BOARD MEETING 10/28/15	63.00
10/29/2015	2	163543	CARQUEST	CARQUEST	MA PARTS V-BELTS RC SEAT PROTECTOR	18.50 17.99 <u>36.49</u>
10/29/2015	2	163544	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #4030266 6/9/15-6/30/15	110.00
10/29/2015	2	163545	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #4030266 7/1/15-7/31/15	689.44
10/29/2015	2	163546	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #2181374 03/20/15-06/30/15	1,030.00
10/29/2015	2	163547	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #2181374 7/1/15-7/31/15	844.44
10/29/2015	2	163548	DANI K	KAREN DANIEL	DHS BOARD MEETING 10/28/15	49.20
10/29/2015	2	163549	GLAZ T	TABITHA & GREG GLAZIER	DHS CC #2673814 10/1/15-10/14-15 DHS CC #2673814 10/1/15-10/14/15	372.26 241.36 <u>613.62</u>
10/29/2015	2	163550	NMIDS	NORTHERN MI IND DRUG SCREEN LLC	DC DRUG SCREEN/MIKALA/JESWEAK	100.00
10/29/2015	2	163551	PUMMILL	PPS LC	EQ DOUBLE WINDOW ENVELOPES W/PERMIT #31	1,200.60
10/29/2015	2	163552	TEBO L	LESLIE TEBO	DHS BOARD MEETING 10/28/15	40.00
10/30/2015	2	163553	CALS	CAL'S MOBILE HEAVY EQUIPMENT	SRR BUS #709 INSPECTION/REMOUNT MUD FLAP SRR BUS #111 FULL SERVICE/OIL & MAINTENA SRR BUS#112 FULL SERVICE/OIL & MAINTENAN	190.00 614.89 411.21

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					SRR BUS #212 INSPECTION & MAINTENANCE	267.00
					SRR BUS # 114 FULL SERVICE/INSPECTION/OI	513.17
						<u>1,996.27</u>
10/30/2015	2	163554	CAR-RC	CARQUEST	RC EQUIPMENT/SEAT COVER	17.99
10/30/2015	2	163555	CARQUEST	CARQUEST	MA REPAIRS UTILITY V BELTS	18.50
10/30/2015	2	163556	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030339863 9/10/15-10/19/	808.33
10/30/2015	2	163557	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030390080 9/15/15-10/9/1	249.10
10/30/2015	2	163558	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030390270 9/10/15-10/9/1	8.32
10/30/2015	2	163559	DANI K	KAREN DANIEL	PC GUARDIANSHIP REVIEW/ELLENBERGER	96.80
10/30/2015	2	163560	NOEL R	REBECCA NOEL	PC CONFERENCE/R NOEL	223.21
10/30/2015	2	163561	OFF DEPOT	OFFICE DEPOT	EQ CALENDARS/REPLACEMENT CARTRIDGE	81.24
					EQ OFFICE SUPPLIES/FILES	11.89
						<u>93.13</u>
10/30/2015	2	163562	RWM	R.W. MERCER	CCM WINTERIZE MARINA FUEL LINES	596.00
10/30/2015	2	163563	SPEEDWAY	SPEEDWAY SUPER AMERICA LLC	SRR FUEL CHARGES THRU 10/19/15	725.92
10/30/2015	2	163564	SPIES-RC	SPIES AUTO PARTS & TIRE	RC CLEANERS	8.48
					RC MISC SUPPLIES/OIL, ANTIFREEZE, GLOVES	93.71
					RC MAINTENANCE	11.99
					RC 4 NEW TIRES FOR ROLL OFF TRUCK	1,402.20
						<u>1,516.38</u>
10/30/2015	2	163565	WEST-PC	THOMSON REUTERS - WEST	PC LIBRARY PLAN CHARGES	53.39
10/30/2015	2	163566	ZAREMBA	ZAREMBA EQUIPMENT INC	SSR HEADLIGHT RETAINER CAPS	34.02
10/30/2015	2	163567	ZAREMBA	ZAREMBA EQUIPMENT INC	SRR BUS #212 REPAIRS NOT UNDER WARRANTY	1,042.99
10/31/2015	2	163568	CCE	CCE CENTRAL DISPATCH AUTHORITY	AD 4% PHONE SURCHARGE	1,190.16
10/31/2015	2	163569	CCE	CCE CENTRAL DISPATCH AUTHORITY	FN SOM 911 WIRELESS DISTRIBUTION JUL-SEP	38,155.00
10/31/2015	2	163570	CCE	CCE CENTRAL DISPATCH AUTHORITY	AD 4% PHONE CHARGES	6,717.42
10/31/2015	2	163571	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	DC ORV DUE TO COUNTY ROAD	37.50

2 TOTALS:

Total of 327 Checks:	812,632.79
Less 6 Void Checks:	388.49
Total of 321 Disbursements:	<u>812,244.30</u>

11/06/2015 08:53 AM
User: DWREGGLESWORTH
DB: Cheboygan

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 10/01/2015 - 10/31/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 5 COUNTY ROAD TRANSFERS						
10/31/2015	5	2100687	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 10/13/15	61,424.93
10/31/2015	5	2100688	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 10/14/15	660,703.90
10/31/2015	5	2100689	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 10/26/15	62,635.82
5 TOTALS:						
Total of 3 Checks:						784,764.65
Less 0 Void Checks:						0.00
Total of 3 Disbursements:						<u>784,764.65</u>

11/06/2015 08:53 AM
User: DWREGGLESWORTH
DB: Cheboygan

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 10/01/2015 - 10/31/2015

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 5 COUNTY ROAD TRANSFERS						
10/31/2015	5	2100687	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 10/13/15	61,424.93
10/31/2015	5	2100688	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 10/14/15	660,703.90
10/31/2015	5	2100689	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 10/26/15	62,635.82
5 TOTALS:						
Total of 3 Checks:						784,764.65
Less 0 Void Checks:						0.00
Total of 3 Disbursements:						<u>784,764.65</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 9 INMATE ACCOUNT						
10/02/2015	9	9643	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	0.52
10/06/2015	9	9644	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	3,201.11
10/06/2015	9	9645	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	20.00
10/06/2015	9	9646	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	40.00
10/12/2015	9	9647	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	144.54
10/12/2015	9	9648	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	850.00
10/12/2015	9	9649	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	10.00
10/12/2015	9	9650	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	654.00
10/13/2015	9	9651	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	80.00
10/14/2015	9	9652	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	76.45
10/15/2015	9	9653	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	20.73
10/15/2015	9	9654	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	574.69
10/15/2015	9	9655	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	300.00
10/18/2015	9	9656	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	1.00
10/19/2015	9	9657	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	120.00
10/20/2015	9	9658	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	1,950.00
10/24/2015	9	9659	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	3.52
10/26/2015	9	9660	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	20.00
10/27/2015	9	9661	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	100.00
10/27/2015	9	9662	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	20.00
10/27/2015	9	9663	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	68.00
10/27/2015	9	9664	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	262.22
10/27/2015	9	9665	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	10.50
10/29/2015	9	9666	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	22.00
10/29/2015	9	9667	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	10,669.04
10/29/2015	9	9668	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	7,853.99

9 TOTALS:

Total of 26 Checks:	27,072.31
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	<u>27,072.31</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 3 TAX REVOLVING FUND						
10/02/2015	3	6673	NOP	NATIONAL OFFICE PRODUCTS	TR CHAIR	92.00
					TR CALCULATOR	98.79
					TR 4 CHAIRMATS	229.92
						<u>420.71</u>
10/06/2015	3	6674	DEEDS	REGISTER OF DEEDS	TR RECORD REDEMPTION CERT 11	110.00
10/06/2015	3	6675	HOMESTEAD	BRANDON DOREMIRE	TR PRE GRANTED JBOR OCT 2015	311.39
10/07/2015	3	6676	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMP FRIN/DED PAY END 10/3/15	1,442.63
10/15/2015	3	6677	NOP	NATIONAL OFFICE PRODUCTS	TR CALCULATOR	33.99
10/20/2015	3	6678	DEEDS	REGISTER OF DEEDS	TR RECORD REDEMPTION CERT 15	150.00
10/20/2015	3	6679	TITLE CK	TITLE CHECK LLC	TR 1/12TH OPT IN ADMIN FEES 410 PARCELS	2,150.25
10/22/2015	3	6680	TITLE CK	TITLE CHECK LLC	TR PA 123 PROPERTY INSP VISIT COSTS 2015	10,080.00
10/22/2015	3	6681	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMP FRIN/DED PAY END 10/15/15	760.66
10/30/2015	3	6682	DEEDS	REGISTER OF DEEDS	TR RECORD REDEMPTION CERTIFICATES 12	120.00

3 TOTALS:

Total of 10 Checks:	15,579.63
Less 0 Void Checks:	0.00
Total of 10 Disbursements:	<u>15,579.63</u>

CHEBOYGAN COUNTY PREPAIDS REPORT SEPTEMBER 2015

CHECK REGISTER REVISION

BANK 9 INMATE TRUST FUND

Original Total	\$33,132.69
Revised Total	\$32,282.69

*Note check #9625 dated 9/14/15 was voided after the Board of Commissions OCTOBER 13, 2015 Business Meeting. Necessary corrections to the accounts were discovered by the Treasurer's Office during the monthly balancing process.

PREPARED BY: DAWN WREGGLESWORTH

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 9 INMATE ACCOUNT						
09/04/2015	9	9619	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	3.00
09/06/2015	9	9620	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	8.00
09/08/2015	9	9621	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	2,007.00
09/08/2015	9	9622	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	3,499.16
09/10/2015	9	9623	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	8.99
09/11/2015	9	9624	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	785.00
09/14/2015	9	9625	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	850.00
09/15/2015	9	9626	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	159.00
09/17/2015	9	9627	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	18.00
09/17/2015	9	9628	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	200.00
09/17/2015	9	9629	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	850.00
09/17/2015	9	9630	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	40.00
09/18/2015	9	9631	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	5.91
09/20/2015	9	9632	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	500.00
09/21/2015	9	9633	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	768.00
09/22/2015	9	9634	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	100.00
09/23/2015	9	9635	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	800.00
09/25/2015	9	9636	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	963.00
09/28/2015	9	9637	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	1,650.00
09/28/2015	9	9638	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	500.00
09/28/2015	9	9639	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	100.00
09/30/2015	9	9640	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	13,423.44
09/30/2015	9	9641	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	5,694.19
09/30/2015	9	9642	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	200.00
9 TOTALS:						
Total of 24 Checks:						33,132.69
Less 1 Void Checks:						850.00
Total of 23 Disbursements:						32,282.69



JK

Cheboygan County Board of Commissioners' Meeting November 10, 2015

Title: Budget Adjustments –Transfer > \$10,000 *and/or Request for Use of Carried Forward Fund Equity*

Summary:

The County Purchasing Policy states that any budget adjustment greater than \$10,000 be approved by the Board of Commissioners. *It has also been practice that the Board reviews all requests for use of fund balance.* Based on this criteria, the following budget adjustment requires Board review:

- The Recycling Department has exhausted its processing budget for 2015. This budget adjustment decreases the Carried Forward Fund Equity and New Equipment expenditure line items and increases the Processing expenditure line item by a total of \$33,881.

Financial Impact:

None – inter-department budget transfers, no additional appropriations.

Recommendation:

Motion to approve the inter-department budget transfers provided in the following attachment.

Prepared by: Kari Kortz

Department: Finance



92

Cheboygan County Board of Commissioners' Meeting November 10, 2015

Title: Budget Adjustment – Inter-budget Transfer – Payroll Related

Summary:

The following inter-budget transfer is requesting a transfer related to a personal services (payroll) line item:

- In 2015 with a change in employees in the Finance Department, it was determined that the Fair Directors, who are also county employees, should have their per diems paid through the payroll system rather than the accounts payable system – adding to their W-2 rather than creating a 1099. This resulted in fringes that were not included in the 2015 budget. This budget adjustment decreases the Seasonal wage line item and increases the Fringe expenditure line item by \$407.

Financial Impact:

None – inter-department budget transfer, no additional appropriations.

Recommendation:

Motion to approve the inter-department budget transfer provided in the following attachment.

Prepared by: Kari Kortz

Department: Finance



Cheboygan County Board of Commissioners' Meeting November 10, 2015

Title: Budget Adjustments – Raise Revenues and Expenditures

Summary:

General Fund – Fund 101

Department 139

The Crime Victim's Rights Grant new grant cycle (10/1/15 through 9/30/16) has begun. This budget adjustment provides for office supplies, postage, travel and office equipment for the last quarter of the County's fiscal year; any remaining balance at December 31, 2015 will be carried over into the 2016 County budget. This budget adjustment raises the Grant revenue line item and raises the Office Supplies, Postage, Travel and Office Equipment expenditure line items by a total of \$1,722.

Department 301

On October 5, 2015, the Sheriff's Department received a grant award from the Nova Southeastern University to be used for drug investigation. This grant was not included in the original budget. This budget adjustment raises the Sheriff-Local Grant revenue line item and Drug Investigation expenditure line item by \$350.

County Road Commission - Fund 201

The County Road Commission received and spent more road tax dollars than included in their amended 2015 budget. This fund is a flow-through for the County. This budget adjustment is being proposed by the Finance Department; no correspondence has been received from the Road Commission regarding the budget variance. This budget adjustment raises the Revenue Control revenue line item and the Withdrawal Transfers expenditure line item by \$1,486,600.

Drug Court – Adult – Circuit – Fund 267

The Drug Court was awarded a second grant for the 2015/2016 year. The Michigan Drug Court Grant Program new grant cycle (10/1/15 through 9/30/16) has begun. This budget adjustment provides for Contractual Services for the last quarter of the County's fiscal year; any remaining balance at December 31, 2015 will be carried over into the 2016 County budget. This budget adjustment raises the State Grant revenue line item and raises the Contractual Services expenditure line items by a total of \$20,000.

The Drug Court Byrne Grant new grant cycle (10/1/15 through 9/30/16) has begun. This budget adjustment provides for Contractual Services, Transportation and Travel for the last quarter of the County's fiscal year; any remaining balance at December 31, 2015 will be carried over into the 2016 County budget. This budget adjustment raises the Federal Byrne Grant revenue line item and raises the expenditure line items by a total of \$67,388 (difference of \$17,612 between this adjustment and the grant award of \$85,000 is the budget remaining as of 10/1/15 – not all the 2015 grant dollars were spent as of 9/30/15).

SAYPA – Fund 276

The SAYPA Program was awarded a \$80,000 Byrne Grant for the 2015/2016 year. The grant cycle (10/1/15 through 9/30/16) has begun. This budget adjustment provides for Wages, Fringe, and Contractual Services for the last quarter of the County’s fiscal year; any remaining balance at December 31, 2015 will be carried over into the 2016 County budget. This budget adjustment raises the Federal Byrne Grant revenue line item and raises the expenditure line items by a total of \$80,000.

Financial Impact:

Fund 101 total budget increase of \$2,072
Fund 201 total budget increase of \$1,486,600
Fund 267 total budget increase of \$87,388
Fund 276 total budget increase of \$80,000

Recommendation:

Motion to approve the budget adjustments to raise revenues and expenditures for \$1,656,060 in the line items provided in the following attachments.

Prepared by: Kari Kortz

Department: Finance

11/5/2015

RAISE REVENUE AND EXPENDITURE

General Fund - Fund 101

101-400-507.01 Prosecuting Attorney Victim's Rights Grant	\$1,722.00 +
101-139-727.00 Office Supplies	\$450.00 +
101-139-730.00 Postage	\$800.00 +
101-139-863.10 Travel / Lodging / Meals Etc.	\$272.00 +
101-139-977.00 Office Equipment	\$200.00 +

Note: To adjust the budget for the beginning of the new grant cycle.
10.1.15 through 9.30.16 No adjustment to wages as wages won't change
until 1.1.16.

Signed: Approved at the 11/10/15 BOC Meeting

Prepared by: Kari Kortz

Post date: 10/1/2015



10/05/15

RAISE REVENUE AND EXPENDITURE

General Fund – Sheriff's Department (301)

100-400-582.00	\$350.00+
Sheriff-Local Grants	
101-301-744.08	
Drug Investigation	\$350.00+

Adjustment for survey from Nova Southeastern University

Signed

Jodi Beauchamp

Prepared by: Jodi Beauchamp

(WB)

Approved at the 11/10/15

BOL Mtg.

Kari

RAISE REVENUE AND EXPENDITURE

County Road Fund - Fund 201

201-400-400.00 \$1,468,600.00 +
Revenue Control

Note: Current additional revenue through October is \$1,468,600

201-253-700.50 \$1,468,600.00 +
Withdrawal Transfers

Note: Trend for total annual expenditures \$7,683,200

\$1,553,310 additional budget required - Limiting to additional revenue available.

Note: The withdrawal budget was exceeded in October 2015 by \$273,000.

Signed: Approved at the 11/10/15 BOC Meeting

Prepared by: Kari Kortz



11/5/2015

RAISE REVENUE AND EXPENDITURE

Drug Court - Adult - Circuit - Fund 267

267-400-554.00	\$20,000.00 +
MDCGP - State Grant	

267-134-810.00	\$20,000.00 +
Contractual Services	

Note: To adjust the budget for the beginning of the new grant cycle.
10.1.15 through 9.30.16

Signed: Approved at the 11/10/15 BOC Meeting

Prepared by: Kari Kortz

Post date: 10/1/2015

11/5/2015

RAISE REVENUE AND EXPENDITURE

Drug Court - Adult - Circuit - Fund 267

267-400-527.00 Federal - Byrne Grant	\$67,388.00 +
267-165-810.00 Contractual Services	\$66,693.00 +
267-165-861.00 Transportation	\$400.00 +
267-165-863.10 Travel	\$295.00 +

Note: To adjust the budget for the beginning of the new grant cycle.
10.1.15 through 9.30.16

Signed: Approved at the 11/10/15 BOC Meeting

Prepared by: Kari Kortz

Post date: 10/1/2015



11/6/2015

RAISE REVENUE AND EXPENDITURE

SAYPA Program - Fund 276

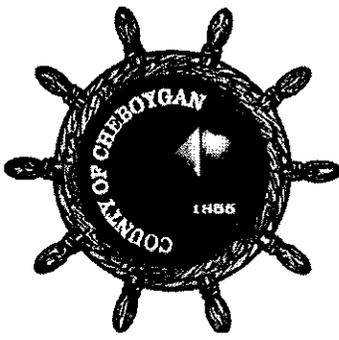
276-400-525.25 Federal - Byrne Grant - SAYPA	\$80,000.00 +
276-165-712.00 Fringe	\$16,785.00 +
276-165-718.00 Full-time	\$15,930.00 +
276-165-719.00 Part-time	\$13,280.00 +
276-165-810.36 Contract/Consultants - Decisions to Actions	\$25,005.00 +
276-165-810.40 Contract/Cheb Schools	\$9,000.00 +

Signed: Approved at the 11/10/15 BOC Meeting

Prepared by: Kari Kortz

Post date: 10/1/2015





Cheboygan County Board of Commissioners' Meeting

November 10, 2015

Title: Fair Amusement Agreement 2016-2019

Summary: The Agreement secures Skerbeck Entertainment Group Inc. of Fennville MI to provide amusement rides, game and food concessions for the 2016-2019 County Fairs.

Financial Impact: County will be paid by the vendor the following:

- 30% of gross ride receipts of the rides.
- \$6,000 for concession space.
- \$2,500 for advertising and other cost.

Recommendation: Motion to approve the agreement with Skerbeck Entertainment Group to provide amusement rides, game and food concessions for the 2016-2019 County Fairs.

Prepared by: Jeffery B. Lawson

Department: Administrative Offices

AGREEMENT

This agreement is made this July 8, 2015 by and between **SKERBECK ENTERTAINMENT GROUP, INC.** of Fennville, Michigan hereinafter called the **AMUSEMENT COMPANY** and the Cheboygan County Fair Association; hereinafter called the **COMMITTEE**.

PURPOSE OF AGREEMENT

The **AMUSEMENT COMPANY** desires to operate its carnival show in Cheboygan, Michigan at the Cheboygan County Fair for the dates herein stated and the **COMMITTEE** desires to sponsor the carnival show.

COVENANTS & AGREEMENTS

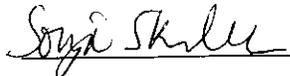
It is agreed by and between the parties as follows:

1. The **COMMITTEE** agrees to sponsor no other carnival show and grant the **AMUSEMENT COMPANY** the exclusive rights to operate all riding devices, midway shows, game concessions and food concessions (except for 3 local non-profit food stands) at the Cheboygan County Fair. The **AMUSEMENT COMPANY** agrees to operate a minimum of 20 rides (including a minimum of four spectacular rides) at the Fair. The **AMUSEMENT COMPANY** agrees to operate its carnival show at the aforesaid event on the dates of August 8-13, 2016; August 7-12, 2017; August 6-11, 2018; and August 5-10, 2019. The **AMUSEMENT COMPANY** agrees to be open by 6:00 PM on Monday of each year of the Fair.
2. The **COMMITTEE** will furnish the **AMUSEMENT COMPANY** with the following: a suitable location, police protection, city license, water and sanitation facilities and dumpsters. The **AMUSEMENT COMPANY** agrees to pickup the trash in the carnival area daily (including the last day).
3. The **AMUSEMENT COMPANY** will pay the **COMMITTEE** as follows:
 - A. 30% of the gross ride receipts of the rides.
 - B. \$6,000 for concession space.
 - C. \$2,500 for advertising and other costs.
4. The **AMUSEMENT COMPANY** shall carry proper liability insurance in the amount of \$1,000,000 fully protecting and indemnifying it against any and every possible claim for accidents or other liabilities to employees and all other persons which might arise in connection with the preparation, operation and removal of the carnival show.
6. The **COMMITTEE** shall lend its cooperation and support to and work with the **AMUSEMENT COMPANY** for making the carnival show successful.
7. Should performance by the **AMUSEMENT COMPANY** be impossible because of the occurrence of unforeseen circumstances such as fire, flood, wind storms, police action or any other condition beyond the control of the **AMUSEMENT COMPANY**, this agreement shall be unenforceable during the period in which such condition exists.
8. It is expressly understood that there are no verbal agreements not covered by this agreement. Any change or amendment to this contract must be made in writing and signed by authorized officers of the **COMMITTEE** and the **AMUSEMENT COMPANY**.

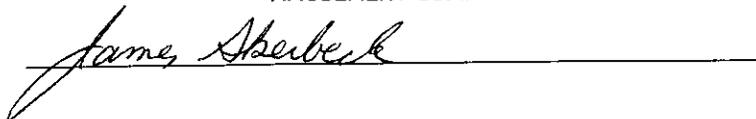
The parties hereto have set their hands on the day and year first written above.

WITNESS

COMMITTEE



AMUSEMENT COMPANY



Pete Redmond, Chairman
Cheboygan County Board of Commissioners

2016 ADDENDUM TO EXHIBITOR CONTRACT

This addendum to the exhibitor's contract and the exhibitor's contract are effective and binding on the last date entered below by the signatories to this addendum and exhibitor's contract, ("Exhibition Agreement"), unless otherwise provided in Paragraph 4 below, by and between the Cheboygan County Fair Board, whose address is P.O. Box 70, 870 South Main Street, Cheboygan, MI 48721 (hereafter "Fair Board") and Skerbeck Entertainment Group, Inc., a Michigan corporation, whose address is P.O. Box 1070, Fennville, MI 49408 (hereafter, "Exhibitor").

In consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. ADDENDUM CONTROLS

The parties anticipate entering into a Exhibition Agreement with regard to the 2016 Cheboygan County Fair. The terms of this addendum are deemed by the parties to be terms of the exhibitor's contract (Exhibition Agreement) and where the terms of the exhibitor's contract and this addendum conflict, the terms of this addendum shall control.

2. PROVISION OF INSURANCE

Exhibitor shall provide to the Fair Board a copy of the declarations page of a valid, paid up policy of general liability insurance which names Cheboygan County and the Cheboygan County Fair Board as additional insured, and which has a face amount of at least \$1,000,000 per occurrence. This declarations page, and the declaration page of Exhibitor's liability policy shall be provided to the Fair Board **at least one month prior to the first day of the Cheboygan County Fair.**

3. ASSIGNMENT

This Exhibition Agreement (addendum and contract) may not be assigned or sublet without the prior written approval of the parties.

4. REVIEW AND ACCEPTANCE OF AGREEMENT

The Exhibition Agreement shall be effective on the last date entered below by the Fair Board and Exhibitor.

5. FAIR PERSONNEL AND CONTRACTOR'S CREW MEMBERS

If an individual associated with the Cheboygan County Fair (an employee, agent, or volunteer) is assigned to perform a task during the event and is supervised directly by the Contractor concerning when and how the task is to be done, then that individual shall be legally considered an employee of the Contractor. On the other hand, if the individual associated with the Cheboygan County Fair is not directly supervised by the Contractor concerning when and how the task is to be done, then that individual shall not be legally considered an employee of the Contractor, but shall retain his or her association with the Cheboygan County Fair. A Contractor's crew member shall include

only those persons, agents, servants, contractors or volunteers who are brought to the exhibition or employed by the Contractor, with or without compensation, and who have not been supplied by the Fair or the County, to aid in the presentation of the exhibit.

6. INDEPENDENT CONTRACTOR

The Exhibitor represents and agrees that it is an independent contractor with respect to its relationship with the Cheboygan County Fair Board and the County of Cheboygan.

7. INDEMNIFICATION

Exhibitor agrees to indemnify, hold harmless and defend the Cheboygan County Fair Board, the County of Cheboygan, their agents, assigns, insurance companies, and employees for any claims made or damages in any way arising from the Exhibitor use or occupancy of the fairgrounds or violation of this Agreement, including the costs of any litigation or other legal proceeding, and reasonable attorneys fees as provided by or through the Exhibitor's insurance policy and if none available then by the Exhibitor. This provision shall apply to any claims by Exhibitor, its agents or any other third party or any person, business or other entity deriving any and all claims through or on behalf of the Exhibitor in performance of this Exhibition Agreement, as described above.

This provision shall not apply to the extent that such claims by the Exhibitor or third parties arise from the breach of this Exhibition Agreement or are due to the sole and exclusive negligence, or willful misconduct by the Cheboygan County Fair Board, the County of Cheboygan, or their respective agents, employees, or assigns.

8. MISCELLANEOUS

- A. The premises covered by this Agreement shall not be used for any unlawful purpose.
- B. The Exhibitor shall abide by all federal, state and local laws in respect to the operation of a business on the premises and in respect to the manner in which it uses the premises.
- C. Exhibitor agrees that if the interest created by this Agreement shall be taken in execution or by other process of law or if the Exhibitor shall become bankrupt or insolvent, according to law, or any receiver be appointed for the business or property of the Exhibitor, or if any assignment shall be made of Exhibitor's property for the benefit of creditors, then and in such event, this agreement may be canceled at the option of the Fair Board.
- D. This Exhibition Agreement has been approved in advance by Exhibitor, and Exhibitor has or will have had the opportunity to review the Exhibition Agreement with legal counsel. If Exhibitor is a corporation, its execution of this Exhibition Agreement has been approved in advance in accord with its bylaws, and the party executing on behalf of Exhibitor has the legal authority to do so and to bind the Exhibitor.
- E. If any provisions of this agreement shall be declared invalid or unenforceable, the remainder of the Exhibition Agreement shall continue in full force or effect.

- F. This Exhibition Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- G. The Fair Board has been authorized by Cheboygan County to execute this agreement.
- H. This contract is to be construed pursuant to the laws of the State of Michigan.

IN WITNESS WHEREOF this addendum has been executed on the day and year set forth below.

The Cheboygan County Fair Board

Dated: _____

 By:
 Its: Board Chair

Exhibitor

Dated: _____

 By:
 Its:

Approved as to form:

 Chairperson
 Cheboygan County Board of Commissioners

Dated: _____

Cheboygan County Board of Commissioners' Meeting

November 10, 2015

Title: Cheboygan County Traffic Enforcement

Summary: This grant offsets the cost of wages and fringe benefits related to enforcement of OWI and Seatbelt usage overtime patrols in Cheboygan County. Cheboygan County Sheriff Department was notified of our eligibility to receive this grant by the State of Michigan Office of Highway and Safety Planning for the period of October 1, 2015 through September 30, 2016.

The allowable allocation is determined by the State of Michigan Office of Highway Safety Planning.

Financial Impact: State grant revenue totaling \$12,910

Recommendation: Motion to approve the submitted application for the Cheboygan County Traffic Enforcement grant through the Michigan Office of Highway and Safety Planning and authorize the chairperson to sign.

Prepared by: Sheriff Dale V. Clarmont

Department: Cheboygan County Sheriff Department

Michigan State Police
Office of Highway Safety Planning
333 South Grand Avenue
P.O.Box 30634
Lansing, Michigan 48909
(517) 241-2500

HIGHWAY SAFETY GRANT APPLICATION

1. PROJECT TITLE Cheboygan County Traffic Enforcement	
2. APPLICANT 2016-0023	
3. ADDRESS OF APPLICANT 870 South Main Street P.O. Box 70 Cheboygan 49721, Cheboygan, MI 49721	
7. FEDERAL IDENTIFICATION NO. 38-6004841	8. ANTICIPATED ACTIVITY START-UP DATE 10/1/2015

HIGHWAY SAFETY GRANT APPLICATION
Statement of the Problem and Background Information
FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Overtime Traffic Enforcement

Despite decades of education and enforcement efforts, alcohol/drug impairment remains a devastating traffic safety and public health problem.

Nearly half the vehicle occupants who die in traffic crashes in Michigan are unbuckled and an average of 30 to 40 percent of traffic deaths involve alcohol.

Ongoing enforcement programs to reduce fatal crashes and increase seat belt use have proven successful in Michigan. The number of people killed and injured in traffic crashes has been on a downward trend. The statewide seat belt use rate was 93% in 2014.

Alcohol-involved fatalities have seen a slight decline in the past five years from 283 in 2010 to 236 in 2014, a 17 percent reduction. A University of Michigan Transportation Research Institute (UMTRI) study shows this reduction has saved taxpayers more than \$66.3 million.

Numerous studies have shown that educational messages alone do little to change driver behavior. However, educational messages, when coupled with periodic, high visibility enforcement can bring about meaningful and lasting behavior change.

A five year analysis of statewide traffic crash data was conducted and the results established a baseline average. Cheboygan County has been identified by the Office of Highway Safety Planning (OHSP) as a high crash area that could achieve fatal and serious injury reductions from increased seat belt and impaired driving enforcement.

Seat belt use in a traffic crash reduces the risk of serious injury or death by 45 percent.

Removing impaired drivers from behind the wheel of a car will reduce their immediate ability to hurt themselves or others, while enabling the state's criminal justice system to address the need for sanctions, treatment, and monitoring.

Traffic safety campaigns are most successful when accompanied by public information. The Cheboygan County Sheriff's Office requests that OHSP develop and assist with distribution of public information materials on our behalf to enhance the enforcement campaigns.

HIGHWAY SAFETY GRANT APPLICATION

Goals and Activities: 1

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Goal(s):

1. Increase statewide observed seat belt use rate to 98% through September 30, 2016.
2. Reduce number of fatalities and incapacitating injuries to unrestrained occupants in Cheboygan County by 9% from 8 in 2013 to 8 through September 30, 2016.
3. Reduce rate of fatalities and incapacitating injuries to unrestrained occupants in Cheboygan County by 6% from 2.25 in 2013 to 2.11 through September 30, 2016.
4. Average a minimum of 1.09 equivalent stops per billed hour of seat belt patrol.

Activity:

1. Conduct seat belt enforcement.

Mandatory enforcement periods:

- May 23 – June 5, 2016
- August 18 – September 5, 2016

Elective seat belt enforcement may be scheduled at any time during the grant year.

2. Enter strategic plans for the mandatory enforcement periods.

A minimum of one seat belt enforcement detail shall be conducted on May 23, 2016.

3. Publicize enforcement by distributing public information materials created by OHSP.
4. Report enforcement activity by the deadlines indicated in the grant management requirements

Date of anticipated Activity accomplishment:

9/30/2016

HIGHWAY SAFETY GRANT APPLICATION

Goals and Activities: 2

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Goal(s):

1. Increase statewide observed seat belt use rate to 98 percent through Sept 30, 2016.
2. Reduce the number of fatalities and incapacitating injuries to unrestrained vehicle occupants in our county by 9% from 8 in 2013 to 8 through Sept 30, 2016.
3. Reduce the rate of fatalities and incapacitating injuries to unrestrained vehicle occupants in our county by 6% from 2.25 in 2013 to 2.11 through Sept 30, 2016.
4. Average a minimum of 1.09 equivalent stops per billed hour of seat belt patrol.

Activity:

1. Conduct impaired driving enforcement.

Mandatory enforcement periods:

- March 16 – April 4, 2016
- August 18 – September 5, 2016

Elective seat belt enforcement may be scheduled at any time during the grant year.

2. Enter strategic plans for the mandatory enforcement periods.

A minimum of one impaired driving enforcement patrol shall be conducted each weekend of each mandatory enforcement period.

3. Publicize enforcement by distributing public information materials created by OHSP.
4. Report enforcement activity by the deadlines indicated in the grant management requirements.

Date of anticipated Activity accomplishment:

9/30/2016

HIGHWAY SAFETY GRANT APPLICATION

Acceptance of Audit Requirements

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

***NOTE: The reporting entity is the government unit responsible for the overall administration of the grant, not just your agency. Failure to complete this section may result in your grant award being delayed or cancelled.**

[] My reporting entity* receives less than \$750,000 a year.

The following information on the next organization-wide audit(s) which will include this agency:

1.a. Audit Period: Beginning 1/1/2015 Ending 12/31/2015

1.b. Audit Period: Beginning 1/1/2016 Ending 12/31/2016

2.a. Audit or written certification will be submitted to MSP by: 6/30/2016

2.b. Audit or written certification will be submitted to MSP by: 6/30/2017

This project is federally funded and therefore is subject to the Single Audit Act of 1984 (P.L. 98-502). Effective July 1, 1996, if your agency receives \$750,000 or more in federal financial assistance a year, the grantee shall agree to have an audit conducted in compliance with OMB Circulars A-128 or A-133 if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward a copy of the completed audit(s), *including the management letter covering the entire grant period to:*

ATTN: Tiffany Vedder
Michigan State Police Headquarters, 5th Floor
333 South Grand Ave.
Lansing, MI 48909

NOTE: The audit or written certification must be submitted to OHSP *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circulars A-128 or A-133. Any information regarding the OMB Circular audit requirements will be furnished by OHSP.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited. Please complete both lines 1.a. through 2.b. if your grant falls within two (2) separate audit time periods.**

HIGHWAY SAFETY GRANT APPLICATION

Sub-Recipient Informational Form

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Instructions:

- The DUNS number is a unique nine-character number that enables the federal government to track how federal money is distributed. NOTE: If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge: <http://fedgov.dnb.com/webform>.
- If you checked YES for both Annual Gross Revenue boxes list the names and compensation amounts of the five most highly compensated employees within your agency or institution.
- Please consult with your Financial Officer for accurate completion of this section.

My agency receives less than \$25,000 of federal funding from the Office of Highway Safety Planning.

Sub-Recipient DUNS Number (Format: xx-xxx-xxxx):

In the preceding fiscal year, did your agency or institution receive 80 percent or more of its annual gross revenues in federal award? Yes No

In the preceding fiscal year, did your agency's or institution's annual gross revenues equal or exceed \$25,000,000 in federal awards? Yes No

Complete this section if answering YES to both questions above:

Sub-Recipient Highly Compensated Officer

Officer Name	Officer Compensation

HIGHWAY SAFETY GRANT APPLICATION

Local Contribution

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Law enforcement agencies participating in the project shall:

- Attend meetings as requested by OHSP.
- Provide patrol vehicles and/or motorcycles where applicable. This shall include fuel, maintenance and proper police equipment.
- Assume liability incurred through the use of volunteers, including, but not limited to, personal injury, civil liability, and workman's compensation responsibility.
- Pay dispatchers and officer wages for training and court time.

HIGHWAY SAFETY GRANT APPLICATION

Project Continuation

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

No local funds or in-kind contributions will be used to assist in funding this project.

HIGHWAY SAFETY GRANT APPLICATION

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Are there Fringe Benefits expenses associated with this budget item? Yes No

Federal/State

Local Match

Total

Provide a specific description of this budget item (e.g., position title):

Number of hours (base):

Hourly Rate:

Enter Fringe Benefits associated with this budget item.

Federal/State

Local Match

Total

Fringe Benefits, Check all that apply

FICA: Rate:

Retirement: Rate:

Workers Compensation: Rate:

Unemployment Insurance: Rate:

Insurances: Rate:

Other: Rate:

Describe:

Overall Rate: %

Explanation (required if Overall Rate is greater than 40%):

Total Salaries, Wages and Fringe Benefits

HIGHWAY SAFETY GRANT APPLICATION
Overtime Salaries, Wages and Fringe Benefits: Seat belt enforcement overtime
FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$3,938	\$0	\$3,938

Provide a specific description of this budget item (e.g., position title):

Seat belt enforcement overtime

Number of hours (base):

104.00

Overtime hourly Rate:

\$37.87

Provide a specific description of the fringes associated with this budget item:

Federal/State	Local Match	Total
\$1,016	\$0	\$1,016

Fringe Benefits, Check all that apply

FICA:	✓	Rate:	7.6500
Retirement:	✓	Rate:	15.2800
Workers Compensation:	✓	Rate:	2.8810
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 25.811%

Explanation (required if Overall Rate is greater than 40%):

Total Overtime Salaries, Wages and Fringe Benefits	\$4,954
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HIGHWAY SAFETY GRANT APPLICATION

**Overtime Salaries, Wages and Fringe Benefits: Impaired driving enforcement overtime
FY 2016**

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Are there Overtime Fringe Benefits expenses associated with this budget item? Yes No

Federal/State	Local Match	Total
\$6,324	\$0	\$6,324

Provide a specific description of this budget item (e.g., position title):

Impaired driving enforcement overtime

Number of hours (base):

167.00

Overtime hourly Rate:

\$37.87

Provide a specific description of the fringes associated with this budget item:

Federal/State	Local Match	Total
\$1,632	\$0	\$1,632

Fringe Benefits, Check all that apply

FICA:	<input checked="" type="checkbox"/>	Rate:	7.6500
Retirement:	<input checked="" type="checkbox"/>	Rate:	15.2800
Workers Compensation:	<input checked="" type="checkbox"/>	Rate:	2.8810
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:		Rate:	

Describe:

Overall Rate: 25.811%

Explanation (required if Overall Rate is greater than 40%):

Total Overtime Salaries, Wages and Fringe Benefits \$7,956

HIGHWAY SAFETY GRANT APPLICATION

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Provide a specific description of this budget item:	Federal/State	Local Match	Total
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Is there an existing contract in place? Yes No

If yes, please attach a copy of the actual contract:

If no, please explain why there is no contract in place:

HIGHWAY SAFETY GRANT APPLICATION

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Federal/State

Local Match

Total

Provide a specific description of this budget item:

Does this include Out-of-State travel?

Yes No

Nature of travel (*required for Out-of-state travel only*):

Transportation:

Number of Nights:

Cost of Lodging:

Number of Meals:

Cost of Meal:

HIGHWAY SAFETY GRANT APPLICATION

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

*Provide a specific description of this budget item:	Federal/State	Local Match	Total
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*Unit Price:

*Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
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* Unit Price:

* Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

Budget Summary

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

FEIN	Starting Date	Ending Date	Fiscal Year
38-6004841	10/1/2015	9/30/2016	2016

Budget Summary

Line Item Titles	Federal/State	Local Match	TOTAL
Salary and Wages	\$0	\$0	\$0
Salary Fringe Benefits	\$0	\$0	\$0
Overtime Wages	\$10,262	\$0	\$10,262
Overtime Fringe Benefits	\$2,648	\$0	\$2,648
Contractual Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies/Operating	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
SUBTOTAL	\$12,910	\$0	\$12,910
Indirect Cost Rate	\$0		\$0
%			
* Override	\$0		
TOTAL	\$12,910	\$0	\$12,910

*For multiple indirect cost rates, check override box and enter the total indirect cost. Please attach documentation of your calculations.

Budget Category Cost Totals

Function Titles	Federal/State	Local Match	TOTAL
Personnel Costs	\$12,910	\$0	\$12,910
Contractual Services	\$0	\$0	\$0
Operating Costs	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Indirect	\$0		\$0
TOTAL	\$12,910	\$0	\$12,910

Approved Indirect Cost Rate (if applicable)

HIGHWAY SAFETY GRANT APPLICATION

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

*Name

*Title

*Agency

*Address

*City

*State

*Zip Code -

*Email

*Telephone

Fax

HIGHWAY SAFETY GRANT APPLICATION

Strategic Plan: Strategic Plan

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

***Document Name:** Strategic Plan

*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	3/19/2016	Impaired Driving Other:	6:00 PM	Cheboygan County	4	40
Cheboygan	Cheboygan County Sheriff	3/25/2016	Impaired Driving Other:	6:00 PM	Cheboygan County	2	20
Cheboygan	Cheboygan County Sheriff	3/26/2016	Impaired Driving Other:	6:00 PM	Cheboygan County	2	20
Cheboygan	Cheboygan County Sheriff	4/1/2016	Impaired Driving Other:	6:00 PM	Cheboygan County	2	20
Cheboygan	Cheboygan County Sheriff	4/2/2016	Impaired Driving Other:	6:00 PM	Cheboygan County	2	20
Cheboygan	Cheboygan County Sheriff	5/23/2016	Seat Belt - No Spotter Other:	10:00 AM	Cheboygan County	1	8
Cheboygan	Cheboygan County Sheriff	5/27/2016	Seat Belt - No Spotter Other:	10:00 AM	Cheboygan County	1	8
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of	*Total

HIGHWAY SAFETY GRANT APPLICATION

Strategic Plan: Strategic Plan

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Cheboygan	Cheboygan County Sheriff	5/29/2016	Seat Belt - No Spotter Other:	12:00 PM	Cheboygan County	Officers 1	Man Hours 8
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	5/31/2016	Seat Belt - No Spotter Other:	12:00 PM	Cheboygan County	1	8
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	6/4/2016	Seat Belt - No Spotter Other:	10:00 AM	Cheboygan County	1	8
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	6/5/2016	Seat Belt - No Spotter Other:	10:00 AM	Cheboygan County	1	8
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	8/13/2016	Impaired Driving Other:	9:00 PM	Cheboygan County	2	12
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	8/19/2016	Seat Belt - No Spotter Other:	10:00 AM	Cheboygan County	1	8
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	8/20/2016	Impaired Driving Other:	6:00 PM	Cheboygan County	2	20
*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	8/21/2016	Seat Belt - No Spotter Other:	12:00 PM	Cheboygan County	1	8

HIGHWAY SAFETY GRANT APPLICATION**Strategic Plan: Strategic Plan**

FY 2016

Project Title: Cheboygan County Traffic Enforcement**Applicant:** Cheboygan County Sheriff's Office

*County	*Agencies Involved	*Date	*Enforcement Type	*Start Time	*Enforcement Location	*# of Officers	*Total Man Hours
Cheboygan	Cheboygan County Sheriff	8/23/2016	Seat Belt - No Spotter Other:	12:00 PM	Cheboygan County	1	8
Cheboygan	Cheboygan County Sheriff	8/25/2016	Seat Belt - No Spotter Other:	12:00 PM	Cheboygan County	1	8
Cheboygan	Cheboygan County Sheriff	8/27/2016	Seat Belt - No Spotter Other:	12:00 PM	Cheboygan County	1	8
Cheboygan	Cheboygan County Sheriff	8/27/2016	Impaired Driving Other:	6:00 PM	Cheboygan County	2	20
Cheboygan	Cheboygan County Sheriff	8/28/2016	Seat Belt - No Spotter Other:	10:00 AM	Cheboygan County	1	8

GRANT MANAGEMENT REQUIREMENTS

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number, example: OP-16-01.
2. A change in Project Director, Agency Contact, Financial Officer, Authorizing Official, addresses, or telephone numbers requires written notification to OHSP. These changes must also be made to the web based grant application.
3. OHSP may conduct a monitoring review of this highway safety grant. The purpose of this review is to determine adherence to stated project objectives, to review financial procedures, and to ensure compliance with grant requirements. All grantees are expected to cooperate with all reasonable requests for information as part of the Monitoring Review process.
4. All published reports generated from this project must include the following disclosure statement:

(For all National Highway Traffic Safety Administration (NHTSA) grants)

a. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration. This report was prepared in cooperation with the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration.

(For all Michigan Truck Safety Fund grants)

b. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the Michigan Truck Safety Commission or the Michigan Office of Highway Safety Planning. This report was prepared in cooperation with the Michigan Office of Highway Safety Planning and Michigan Truck Safety Commission.

5. The grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The grantee shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the following:
 - a. The Grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse

Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

b. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

c. The grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).

6. Debarment and Suspension: By signing and submitting this proposal, the prospective lower tier participant (grantee) is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant (grantee) shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant (grantee) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

d. The prospective lower tier participant (grantee) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant (grantee) further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph d. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

a. The prospective lower tier participant (grantee) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant (grantee) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

7. Restriction on Federal Lobbying:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was

made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

8. Business Integrity Clause:

The Agency may immediately cancel the grant without further liability to the Agency or its employees if the grantee, an officer of the grantee, or an owner of a 25 percent or greater share of the grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Agency, reflects on the grantee's business integrity.

9. Indemnification:

a. To the extent allowable by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the grantee in the performance of this agreement shall be the responsibility of the grantee, and not the responsibility of OHSP, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the grantee, any subcontractor, anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

b. To the extent allowable by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction, to be carried out by OHSP in the performance of this agreement shall be the responsibility of OHSP and not the responsibility of the grantee if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any OHSP employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (OHSP) or employees as provided by statute or court decisions.

c. To the extent allowable by law, in the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and OHSP in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the grantee and OHSP in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the State, its agencies (OHSP) or their employees, respectively, as provided by statute or court decisions.

10. The grantee agrees to abide by the Federal Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).

11. For Federally Funded Grants:

a. **Buy America Act:** Only items produced in the United States may be purchased with Federal funds unless the State can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to OHSP for approval by the appropriate governing authority.

b. The recipient or its contractor agrees to Federal Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).

12. The Hatch Act: OHSP grantees and sub-grantees will comply with the provisions of 5 USC §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices, or Employees."

GENERAL PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to OHSP by an agreed upon due date between OHSP and the grantee/contractor. The items will remain the property of OHSP and shall not be subject to copyright protection by the vendor or their agents. Items will be submitted to OHSP immediately after production of the item. **OHSP will hold the final grant reimbursement until all of the above items have been submitted.** The grantee shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The grantee shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by OHSP, which are available in electronic formats upon request. See printing requirements on page 6 for more details. Audio materials must include an OHSP tag line. All materials, including audio and video materials, must be approved by your OHSP program coordinator prior to production. Audio and video scripts must first be submitted for review and approval. Approval will be given within one week of receipt by OHSP.

3. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes.

4. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or a governmental unit is prohibited and not eligible for reimbursement.

5. Closed Captioning: All DVDs must be closed captioned. This includes any online videos.

6. All public communications or news releases concerning this project shall have prior approval from OHSP before being released and shall state that the project is financed with funds administered through OHSP.

7. Social Media Use and Approval: Social media accounts such as Facebook and Twitter for state or federally funded grants and projects require prior approval from OHSP before release to the public. Approval will be granted on a case by case basis.

8. The purchase of program advertising space by grantees on TV, radio, magazines, newspapers, billboards, etc., is not an allowable expense and will not be reimbursed.

STATE OF MICHIGAN PRINTING REQUIREMENTS

1. The following items require the prior approval of your OHSP program coordinator:

- flyers, posters, brochures
- annual reports
- newsletters
- printing projects that include silk screened folders or binders, die-cut folder or covers, holograms, foil printing, embossing, or engraving

2. Paper stock shall be standard sizes, as unusual sizes or special-order paper stock is more expensive than standard size and result in additional waste.

3. For State/Federally Funded Grants:

The following byline shall be placed on all printed public information and education materials: "This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation" or "This material was developed through a project funded by the Michigan Office of Highway Safety Planning through the Michigan Truck Safety Fund."

COPIES

1. OHSP will require **one electronic copy** of any publication produced with traffic safety grant funds **if the items are not distributed statewide**. The copy can be submitted via email, CD or flash drive.

2. OHSP will require **three copies** of any of the following produced with traffic safety grant funds **if they are distributed statewide**. These copies are distributed throughout the State of Michigan's library system:

- annual reports
- manuals, handbooks, and training materials
- news releases
- statistics

3. OHSP will require **three copies** of any of the following produced with traffic safety grant funds **if they are distributed statewide**. These copies are housed as part of the State of Michigan's library system:

- posters
- brochures
- flyers

4. If the publication is available on a publicly accessible website, a link to the document must also be provided to OHSP. The State of Michigan's library system will then include it in its digital archive.

PROGRAM REQUIREMENTS

1. Progress reports are required to be submitted throughout the grant period. The due dates for these reports are specified in the approval letter and must be submitted online. Reports shall describe activities undertaken to accomplish each project objective, reason for non-activity if necessary, activities planned for the next quarter and obstacles encountered or anticipated. Progress reports must be submitted in order for OHSP to process financial reimbursement.

2. The final progress report is due on the date stated in the approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:

- a. A brief description of the project's purpose and the problem it addressed.
- b. A list of significant accomplishments or activities of this project that addressed the project objectives.
- c. A summary of how this project impacted the initial stated problem.
- d. If no activity took place, a report must be submitted stating as such.

3. Out-of-state travel requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e. travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to OHSP approval.

4. If a project modification is required, the grantee shall contact the OHSP program coordinator for prior approval.

5. Grantees and contractors acting as a project director of a multi-agency grant must provide the participating agencies/sub-contractors with a copy of these Grant Management Requirements.

6. For Enforcement Grants Only:

- a. The grantee shall verify all officers working an impaired driving enforcement detail have completed the NHTSA-International Association of Chiefs of Police (IACP) approved Standardized Field Sobriety Testing (SFST) curriculum.
- b. Law enforcement agencies shall adopt the IACP model policy on seat belt use or have a written policy in place requiring the use of seat belts by all employees and passengers in department vehicles.
- c. Law enforcement agencies shall adopt the IACP guidelines on vehicle pursuits or have a written policy in place.
- d. Enforcement activity data shall be submitted to OHSP within five days of the conclusion of the enforcement period. Agencies shall use the Enforcement Report connected to the web-based grant system.
- e. Only Michigan Commission On Law Enforcement Standards certified police officers or Michigan State Police Motor Carrier officers shall be used on enforcement projects.

f. Use of part-time officers on enforcement projects is restricted and must comply with OHSP policy. **PRIOR APPROVAL IS REQUIRED.** Contact OHSP for a copy of this policy.

g. Grant funds **CANNOT** be used for activities such as traffic control, motorcades, and dignitary protection during election seasons. OHSP grant funds can only be used for activities approved in the grant.

h. If a police emergency occurs requiring officers on a grant-funded detail to respond, officers shall have up to one hour to respond and return to the detail. If officers must remain beyond the hour or additional emergencies arise during this detail, the time charged to the grant ceases immediately and the agency shall incur the costs.

i. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with State law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from OHSP.

j. Enforcement shifts shall be scheduled for a minimum of four consecutive hours.

k. A minimum of one seat belt enforcement zone shall be conducted on the first day of the mandatory seat belt mobilization period.

l. A minimum of one impaired driving enforcement patrol shall be conducted the first weekend of each mandatory impaired driving enforcement period.

m. Enforcement efforts shall be publicized by supporting media events as requested by OHSP. The grantee shall assist OHSP with media events that will be conducted locally. Banners or other signage provided by OHSP shall be displayed when patrols are conducted.

n. The grantee must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the grantee must assign, document, and monitor expenditures to each designated funding source separately for belt enforcement and impaired driving enforcement. These federal funding sources may not be used interchangeably. In the event the grantee overspends, the difference will need to be covered by the grantee. Additional funding will not be provided to support overspending of any federal or State program.

GENERAL FINANCIAL REQUIREMENTS

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**

2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending date, the grantee shall contact the OHSP program coordinator.

3. The grantee shall use generally accepted accounting principles.

4. Costs charged to this grant cannot be charged to any other program. Law enforcement agencies cannot offer comp time in lieu of overtime pay.

5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by OHSP. A document entitled "Acceptable Backup Documentation for Federal Cost Claims" is available from OHSP to assist with identifying adequate backup documentation. OHSP utilizes this guidance for all grant recipients regardless if the source is federal or state grant funds.

6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, grantees receiving funds from OHSP for multiple grant projects must have a separate account for each grant project. It is the responsibility of the lead agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by OHSP.

7. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments, or erroneous charges.

8. The following deviations from the approved budget require **PRIOR approval from OHSP**:

- a. A specific item of cost not included in the approved budget.
- b. An increase in the number of a specific item over and above the total authorized.
- c. A transfer between major budget categories in excess of 10 percent of the category being increased.

9. Procurement Methods:

a. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.

b. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy America Act.

c. Competitive Bids: For purchases over \$25,000, the grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan and complies with the Buy America Act. The grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. In those instances where three (3) bids have not been received, a full explanation, along with the names and addresses of those firms and individuals requested to bid, and including reasons why agencies failed to bid, must be forwarded to OHSP for approval **prior** to awarding a contract. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy

America Act.

10. Documentation for costs shall be maintained for three years following final reimbursement.

11. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to OHSP, unless prior permission is obtained from OHSP to use the funds for other traffic safety projects. Contact OHSP for further information.

12. **Supplanting:** The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency or other grantee is considered to be supplanting and is not allowable.

The sub-grantee shall not use grant funds to supplant state or local funds, or, other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging the grant position.

The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided.

2. Reimbursement is based on submission of progress and financial reports. All requested information should be submitted electronically through the web-based application whenever possible. Otherwise backup information may be submitted via US mail or by fax. A Financial Report submitted to OHSP by a grantee shall contain the following to be considered complete:

a. Electronic signatures as indicated by agency passwords for the agency's Financial Officer or Project Director.

b. A copy of a report for the current period generated by the grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.

c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols.

d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs" under "Budget Cost Category Requirements."

e. Additional documentation as requested by OHSP.

3. Financial Reports are due, at a minimum, on a quarterly basis. Financial Report due dates are specified in the grant approval letter. Monthly reporting is acceptable; however, grantees must notify OHSP if monthly reporting will be done. Financial Reports must be submitted even when the project experiences no costs. In this case, a "zero" Financial Report shall be submitted. The submission of Financial Reports is mandatory and non-compliance can result in termination of the grant.

4. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the grantee will receive a delinquent letter stating the same.

5. A delay in submitting support documentation may result in the suspension of all grant activity.

6. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

BUDGET COST CATEGORY REQUIREMENTS

PLEASE REFER TO THE FOLLOWING FOR SPECIFIC REQUIREMENTS OF BUDGET COST CATEGORIES. ONLY REQUIREMENTS FOR COST CATEGORIES CONTAINED WITHIN YOUR APPROVED GRANT BUDGET APPLY.

PERSONNEL COSTS

1. Payments for salaries and wages shall be supported by a time and attendance report, based on an after-the-fact distribution of time, which shows details of the activities performed.

For enforcement grantees (including sub-grantees)- a daily activity log with descriptions of the activities performed must be completed for all time requested for reimbursement, the time on the daily must agree with the hours requested, and approval must be documented electronically or in writing. Daily logs shall be kept on file at the agency and must be submitted with other supporting financial backup if requested by OHSP, or be made available during monitoring. A list of officer's names, dates worked, and amounts paid for each agency participating in grant-funded enforcement patrols must be submitted on the enforcement grantee reimbursement form provided by OHSP, or on an alternate form approved by OHSP.

For non-enforcement grantees- Grantees must maintain activity logs which document the actual amount of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.

2. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers comp, and retirement, but if any of these costs are structured so that they don't increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50% of the position is grant funded, 50% of the fringes benefits can be claimed.) Fringe benefit rates must be reasonable and in accordance with federal

cost principles.

3. The rate of pay for grant-funded enforcement shall be determined according to the grantee's policy, contract, or employment agreement. Overtime rates must be applied consistently to all activities of an agency – higher rates may not be established just for federal grants.
4. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All grantees or sub-grantees awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements For Grant And Cooperative Agreements To State And Local Governments, §18.36 Procurement. A copy of the contract when available shall be submitted in the web-based application.

NOTICE: All contracts for the purpose of developing public information materials (print, audio, or video) must be submitted to the appropriate OHSP program coordinator for review PRIOR to entering into the contractual agreement with the vendor.

OPERATING COSTS

1. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved, but will generally be the IRS business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.
2. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the grantee's published travel rates or the allowable State of Michigan travel rates. Exceptions to this for unusual situations require approval by OHSP prior to incurring the expense.
3. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.
4. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed.

EQUIPMENT

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.
2. Equipment purchases shall be initiated within the time period specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason a grantee is unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.
3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life.

4. If the equipment is disposed of, or ceases to be used for highway safety activities, and the equipment is determined to have a Current Fair Market Value of \$5,000 or more, OHSP reserves the right to retain or transfer title to all items. OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:

a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.

b. For vehicles, blue book values, taking into consideration the physical condition of the vehicle, may be used.

c. If a fair market value based on appraisal or blue book values cannot be determined, the value may be based on IRS depreciation schedules. Only straight line depreciation may be used.

5. Equipment with a cost of \$5,000 or more shall be tagged by the grantee for inventory control purposes. In addition, the OHSP Equipment Record System Form with all applicable information completed shall be submitted with the grantee's reimbursement request. The grantee shall complete an equipment inventory form sent to them by OHSP each year that the value remains \$5,000 or more, and shall make the item available for physical review by OHSP staff when requested.

6. All equipment purchases with NHTSA funds shall comply with the Buy America Act requirements before costs will be reimbursed. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy America Act.

INDIRECT COSTS

Indirect costs cannot be specified in all situations because of the diverse characteristics and accounting practices of governmental units. Typical examples of indirect costs may include certain state/local-wide central service costs, general administration of the grantee department or agency, accounting and personnel services performed within the grantee department or agency, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, etc.

The indirect cost rate shall be developed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) and shall be supported by the grantee's central service cost allocation plan or its equivalent. The indirect cost rate must be approved by the grantee's federal cognizant agency, with written documentation maintained by the grantee. A copy must also be on file with OHSP as part of the grantee's grant application. If the grantee does not have a federal cognizant agency, OHSP will serve in this capacity.

TERMINATION

OHSP retains the right to terminate a grant for failure to meet the grant management requirements.

When a grant is terminated by OHSP, the grantee shall not be eligible to seek grant funding for a period of two years. In order to obtain a grant after the two-year period, the grantee will be required to submit written

assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring.

Project Director Agreement (required to submit Draft Application): [✓ Click here to affirm that you have read and agree to comply with the Grant Management Requirements.](#)

Authorized Official Agreement (required to submit Final Application): [Click here to affirm that you have read and agree to comply with the Grant Management Requirements.](#)

HIGHWAY SAFETY GRANT APPLICATION

Certification

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

CERTIFICATION BY PROJECT DIRECTOR

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Undersheriff Timothy Cook	TITLE Undersheriff
ADDRESS 870 South Main Street Cheboygan Michigan-49721	
AGENCY Cheboygan County Sheriff's Office	PHONE NUMBER (231) 627-3155
FAX NUMBER (231) 627-8880	EMAIL ADDRESS tcook@cheboygancounty.net

AGENCY CONTACT PERSON (if different than grant Project Director)

NAME Ms. Jodi Beauchamp	TITLE Administrative Assistant
ADDRESS 870 S. Main St. P.O. Box 70 Cheboygan Michigan-49721	
AGENCY Cheboygan County Sheriff's Office	PHONE NUMBER (231) 627-8882
FAX NUMBER (231) 627-8880	EMAIL ADDRESS sheriff@cheboygancounty.net

CERTIFICATION BY FINANCIAL OFFICER

I certify and agree that a grant received as a result of this application is subject to the general requirements governing

HIGHWAY SAFETY GRANT APPLICATION

Certification

FY 2016

Project Title: Cheboygan County Traffic Enforcement

Applicant: Cheboygan County Sheriff's Office

Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Ms. Kari Kortz	TITLE Finance Director
ADDRESS 870 South Main Street Cheboygan Michigan-49721	
AGENCY Cheboygan County Sheriff's Office	PHONE NUMBER (231) 627-8430
FAX NUMBER (231) 627-8893	EMAIL ADDRESS kkortz@cheboygancounty.net

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Mr. Peter Redmond	TITLE Chairperson
ADDRESS PO Box 70 870 South Main Street Cheboygan Michigan-49721	
AGENCY	PHONE NUMBER (231) 627-8855
FAX NUMBER (231) 627-8881	EMAIL ADDRESS kkortz@cheboygancounty.net

**CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
FINANCE/BUSINESS MEETING
OCTOBER 13, 2015**

The regular meeting of the Cheboygan County Board of Commissioners was called to order in the Commissioners Room by Vice Chairperson Sue Allor at 9:30 a.m.

Roll called and a quorum present.

Present: Commissioners Chris Brown, Bruce Gauthier, Cal Gouine, Tony Matelski, John Wallace, and Sue Allor.

Absent: Chairperson Pete Redmond (excused)

Commissioner Wallace gave the invocation and led the Pledge of Allegiance.

Commissioner Allor pulled Item 5-E-1 *Transportation Agreement – Straits Area Services* from the Consent Agenda and placed in under New Business as Item 12-H.

Motion by Commissioner Matelski, seconded by Commissioner Brown, to approve the agenda as amended. Motion carried with 7 yes, 0 no and 1 absent (Commissioner Redmond).

Motion by Commissioner, seconded by Commissioner Gouine, to approve the consent agenda as follows:

- A. Approve Monthly Finance Claims (Finance total = \$39,673.95, Prepays total = \$779,353.68)
- B. Budget Adjustments
- C. Invoice Write-Offs
- D. Circuit Court Drug Court
 - 1. Byrne JAG Contract
 - 2. MDCGP Grant Contract
- E. Straits Regional Ride
 - 1. ~~Transportation Agreement – Straits Area Services~~ (Moved to New Business)
 - 2. Specialized Services Operating Assistance Program Third Party Contract 2012-0061/P11
- F. Reid Building Lease Agreements
 - 1. District Health Department #4
 - 2. North Country Community Mental Health
 - 3. Women's Resource Center
- G. Correspondence
 - 1. Bay County Resolution Re Waterfront Community Act of 2015
 - 2. Oceana County Resolution Recognizing 9-17-15 as Constitution Day
- H. Minutes:
 - 1. Finance/Business Meeting of September 8, 2015 and Committee of the Whole Meeting of September 22, 2015
 - 2. Health Board – 8/18/15
 - 3. NEMCOG – 9/17/15
 - 4. NEMCSA – 8/15/15 & 9/11/15
 - 5. NLEA September & October President's Reports
 - 6. North Country Community Mental Health – 8/20/15
 - 7. Northern Michigan Community Corrections Advisory Board – 5/15/15
 - 8. Millage Appropriation Committee – 9/14/15
 - 9. Cheboygan County Road Commission – 8/20/15 & 9/10/15
 - 10. Cheboygan City Council – 8/25/15 & 9/8/15
 - 11. Planning Commission Meeting – 9/2/15

A roll call vote was taken. Motion carried with 6 yes, 0 no and 1 absent (Commissioner Redmond).

CITIZENS COMMENTS

Carl Muscott, a citizen of Tuscarora Township, suggested the Board look at a shared Equalization Director with another county. He also commented on the bids received for the purchase of a new tractor.

SCHEDULED VISITORS – None

FINANCE DIRECTOR'S REPORT – Finance Director Kari Kortz presented the revenue and expenditures report for the General Fund for the month ended August 31, 2015. She reported total year-to-date revenue of \$4,234,225.27, or 35.90% of budget, compared to \$4,130,056.97, or 36.40% of budget last year at the same time. Ms. Kortz reported expenditures year-to-date of \$6,974,531.21 or 59.13% of budget, compared to \$6,947,543.34, or 61.23%, last year as of the end August. Ms. Kortz presented the Cash Investment Report.

ADMINISTRATOR'S REPORT

Administrator Lawson updated the Board on the SAYPA program, Drug Court and Animal Shelter Project. Mr. Lawson stated that the SAYPA program has been awarded a Byrne Justice Grant in the amount of \$80,000. He said it has probably been 3 to 4 years since they have received this type of grant. Administrator Lawson stated that the Drug Court program has been awarded a grant of an additional \$20,000 from the Drug Court Grant Program. Mr. Lawson stated that the County has not received this additional grant since the first year of the program. He said Drug Court contract renewals are forthcoming for NEMCOG, Catholic Human Services, Diane Lissfelt Counseling, Harbor Hall and a potentially new contract with Salvation Army and a mental psychologist. Administrator Lawson stated that the Animal Shelter project is moving forward and the contractor is on site.

Commissioner Gauthier asked Administrator Lawson if he had any details on the mental health professional coming in for the drug court program. Administrator Lawson said there is not a lot of details at this time, but hope is to bring in a higher-level mental health professional for the program.

Commissioner Gouine asked Administrator Lawson about the Veteran's Park sign. Administrator Lawson stated that the park will need a whole new sign.

COMMITTEE REPORTS

Commissioner Gauthier attended a Board Appointments and Procedures Committee meeting where elected officials' salaries for 2016 were discussed. The committee does not have a recommendation yet at this time. He also reported attending a Regional Prosperity meeting, and the monthly NEMSCA meeting.

Commissioner Gouine attended an Inverness Township meeting.

Commissioner Matelski attended a Millage Appropriation meeting, a Waterways Commission meeting, two Planning Commission meetings, a Regional Prosperity meeting, a ZBA meeting, a Road Commission meeting, and four Township meetings. He said the township clerks are concerned with the security system here at the County Building during election time. Both Administrator Lawson and Clerk Tryban said arrangements will be made for those times and the Clerk will advise the local clerks.

Commissioner Brown reported attending township meetings in his district, and the Board Appointments and Procedures Committee meeting,

Commissioner Wallace spoke regarding Northeast Consortium and NEMCOG anticipating joining force under the Regional Prosperity Initiative, has hit a snag with the three counties that are joining our area. He reported on the resurfacing of Eagles Nest Road, the sewer system, and construction of the new Otsego Memorial Hospital clinic in Tuscarora Township.

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Commissioner Allor attended a Millage Appropriation meeting, the Health Board meeting, an Area Agency on Aging meeting, a meeting of North Country Community Mental Health Board, and township meetings in Forest, Walker, Wilmot and Nunda. She said District 4 Health has been seeing more hepatitis C especially in younger people because of drug usage and the Health Department will be continuing the maternal, infant, child program. Area Agency on Aging applied for a state grant and will be studying bullying in nursing homes. She said NCCMH presented a conflict of interest statement approved in August which states board members are prohibited from providing or disclosing confidential consumer information and are prohibited from knowingly disclosing information about NCCMH to those that do not have a need to know or whose interests may be adverse to NCCMH either inside or outside North Country, nor may board members use such information to the detriment allowed that may be negative to NCCMH. She refused to sign the agreement, so she believes they will be eliminating that statement.

OLD BUSINESS – None

NEW BUSINESS

Community Planner Scott McNeil presented Zoning Ordinance Amendment #130 regarding the use of tents, travel trailers, campers, recreational vehicles and undersized mobile homes. Mr. McNeil reviewed a list of goals to be accomplished by the amendment. The Planning Commission recommended approval of the amendment. Commissioner Gouine asked if contractor job trailers need a permit. He said they do. Commissioner Gouine stated he does not like that.

Motion by Commissioner Gauthier, seconded by Commissioner Matelski, to adopt the following Cheboygan County Zoning Ordinance:

Zoning Ordinance Amendment #130

AN ORDINANCE TO AMEND THE CHEBOYGAN COUNTY ZONING ORDINANCE #200 TO ALLOW USES FOR TENTS, TRAVEL TRAILERS, CAMPERS, RECREATIONAL VEHICLES AND UNDERSIZED MOBILE HOMES OUTSIDE OF CAMPGROUNDS AND TO ALLOW STORAGE OF TRAVEL TRAILERS, CAMPERS AND RECREATIONAL VEHICLES OUTDOORS.

THE COUNTY OF CHEBOYGAN, STATE OF MICHIGAN ORDAINS

Section 1. Amendment of Section 2.2.

Section 2.2. of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to add the following definitions in their appropriate alphabetical locations, which definitions shall read in their entirety as follows;

Caretaker

A person who is employed or otherwise retained to maintain and/or manage a property.

Immediate Family

A person's parent; sibling; child by blood, adoption, or marriage; spouse; grandparent or grandchild.

Mobile Home, Undersized

A Mobile Home which does not meet the minimum floor area and building width requirements for a dwelling unit as required by this ordinance for a particular zoning district.

Tent

A portable temporary shelter, typically made of canvas, nylon or similar material, stretched over a supporting framework and used for a brief period of time and for recreational purposes only.

Watchman

A person who is employed or otherwise retained to stand guard or keep watch over a property.

Section 2. Amendment of Section 17.7.

Section 17.7. of the Cheboygan County Zoning Ordinance #200 is hereby amended to read in its entirety as follows;

SECTION 17.7. USE OF TENTS, TRAVEL TRAILERS, CAMPERS, RECREATIONAL VEHICLES AND UNDERSIZED MOBILE HOMES

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A person may use a tent, travel trailer, camper, recreational vehicle or undersized mobile home outside of a campground in any zoning district as a temporary dwelling, as an office for a caretaker or watchman, as a contractor's office and/or as a contractor's storage purposes, for vacation and hunting stays, for short term stays on a lot with a principal single family dwelling and a travel trailer, camper or recreational vehicle may be stored out of doors as provided in this section.

17.7.1. A tent, travel trailer, camper, recreational vehicle or undersized mobile home may be used as a temporary dwelling while the owner of the lot completes construction of a single family or two family dwelling on that lot, provided all of the following requirements are met:

17.7.1.a The owner obtains a zoning permit for the temporary dwelling under Section 21.3 of this Ordinance.

17.7.1.b The temporary dwelling fully complies with all setbacks requirements of the zoning district within which it is located.

17.7.1.c No more than one (1) tent, travel trailer, camper, recreational vehicle or undersized mobile home is located on the lot while construction is ongoing.

17.7.1.d A building permit has been issued for construction of the dwelling.

17.7.1.e. Except as provided herein, the temporary dwelling is occupied for no more than twelve (12) consecutive months. A zoning permit may be issued for an additional twelve (12) consecutive month period provided construction of the dwelling for which a building permit has been issued in conjunction with the temporary dwelling is 50% complete or more. A zoning permit may be issued for a second additional twelve (12) consecutive month period provided construction of the dwelling for which a building permit has been issued in conjunction with the temporary dwelling is 75% complete or more.

17.7.1.f The temporary dwelling has a method of sewage and waste disposal that meets the requirements of the local Health Department.

17.7.1.g Use of the temporary dwelling shall cease within thirty (30) days of the issuance of an occupancy permit for the dwelling for which the building permit was issued.

17.7.1.h The temporary dwelling is removed from the lot within thirty (30) days of the issuance of an occupancy permit for the dwelling for which the building permit was issued unless used or stored in conformance with this ordinance.

17.7.2. An undersized mobile home may be used as an office for a caretaker or watchman provided all of the following requirements are met:

17.7.2.a The use is located in the Agriculture and Forestry Management, Commercial Development, Light Industrial Development or General Industrial Development District.

17.7.2.b The owner obtains a zoning permit for the office use under Section 21.3 of this Ordinance.

17.7.2.c The undersized mobile home fully complies with all setback requirements of the zoning district within which it is located.

17.7.2.d The office use is accessory to a main use on the same lot.

17.7.2.e No more than one (1) undersized mobile home is located on the lot for use as an office for the caretaker or watchman.

17.7.2.f. The undersized mobile home has a method of sewage and waste disposal that meets the requirements of the local Health Department.

17.7.3. A travel trailer, camper, recreational vehicle or undersized mobile home may be used as a temporary contractor's office and/or storage purposes, provided all of the following requirements are met:

17.7.3.a The owner obtains a zoning permit for the office and/or storage use under Section 21.3 of this Ordinance.

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17.7.3.b The office and/or storage use is in conjunction with a construction project that has been authorized in accordance with this ordinance.

17.7.3.c The travel trailer, camper, recreational vehicle or undersized mobile home fully complies with all setbacks requirements of the zoning district within which it is located.

17.7.3.d The travel trailer, camper, recreational vehicle or undersized mobile home has a method of sewage and waste disposal that meets the requirements of the local Health Department.

17.7.3.e The travel trailer, camper, recreational vehicle or undersized mobile home is removed from the lot within thirty (30) days of the completion of the construction project authorized under this Ordinance.

17.7.4. A tent, travel trailer, camper or recreational vehicle may be used in the Agriculture and Forestry Management zoning district without a zoning permit, for vacation and hunting stays provided all of the following conditions and requirements are met: (Provisions for camping under Public Act 368 of 1978, part 125 as amended may also apply)

17.7.4.a. Each tent, travel trailer, camper, or recreational vehicle fully complies with rear setback requirements of the district. The front setback shall be seventy five (75) feet. Side setbacks shall be 30% of the lot width or one hundred and fifty (150) feet whichever is less.

17.7.4.b. Each tent, travel trailer, camper, or recreational vehicle has a method of sewage and waste disposal that meets the requirements of the local Health Department.

17.7.5. A tent, travel trailer, camper or recreational vehicle may be used in the all zoning districts except the Agriculture and Forestry Management zoning district (See section 17.7.4.for requirements in the Agriculture and Forestry Management District.) without a zoning permit, for vacation and hunting stays provided all of the following conditions and requirements are met: (Provisions for camping under Public Act 368 of 1978, part 125 as amended may also apply.)

17.7.5.a. For lots less than one half (1/2) acre in area, no more than one (1) tent, travel trailer, camper or recreational vehicle shall be used as authorized by this subsection on the lot at the same time.

17.7.5.b. For each additional full one half (1/2) acre of lot area one (1) additional tent, travel trailer, camper or recreational vehicle may be used as authorized by this subsection on the lot at the same time with a maximum of four (4) such tents, travel trailers, campers or recreational vehicles.

17.7.5.c. Each tent, travel trailer, camper, or recreational vehicle fully complies with the front and rear setback requirements of the zoning district within which it is located. Side setbacks shall be 30% of the lot width or one hundred and fifty (150) feet whichever is less.

17.7.5.d. The use of tents, travel trailers, campers or recreational vehicles shall be limited to three (3) periods of thirty (30) consecutive days in a calendar year when located within three hundred (300) feet of a dwelling which is located on a separate lot.

17.7.5.e. Each tent, travel trailer, camper, or recreational vehicle has a method of sewage and waste disposal that meets the requirements of the local Health Department.

17.7.5.f. Each tent, travel trailer, camper, or recreational vehicle that is used in the Lake and Stream Protection and Residential Development zoning districts, in addition to complying with the regulations of subsections 17.7.5.a through 17.7.5.d. shall be removed from the lot during periods when not being used for vacation or hunting stays, unless stored under the requirements of Section 17.7A of this Ordinance.

17.7.6. Notwithstanding the regulations of subsection 17.7.5, if a tent, travel trailer, camper, or recreational vehicle is used on a lot that has a principal single family dwelling within all zoning districts except the Agricultural and Forest Management zoning district, then that tent, travel trailer, camper, or recreational vehicle may be used without a zoning permit for short term stays by the guests and immediate family of the owner or occupant of the lot, provided all of the following applicable requirements are met:

17.7.6.a. No more than a total of four (4) tents, travel trailers, campers, or recreational vehicles are used as authorized by this subsection on the lot at the same time.

17.7.6.b. Each tent, travel trailer, camper, or recreational vehicle is used in no more than three (3) periods of use in a calendar year, with each period of use being no more than twenty-one (21) consecutive days.

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17.7.6.c Each tent, travel trailer, camper, or recreational vehicle fully complies with all setback requirements of the zoning district within which it is located.

Section 3. Addition of Section 17.7A.

The Cheboygan County Zoning Ordinance #200 is hereby amended to add a new Section 17.7A, which shall read in its entirety as follows:

SECTION 17.7A. STORAGE OF TRAVEL TRAILERS, CAMPERS, RECREATIONAL VEHICLES.

An unoccupied travel trailer, camper, or recreational vehicle may be stored outdoors without a zoning permit by the owner thereof on their own property, provided the following requirements are met:

17.7A.1. When a travel trailer, camper, or recreational vehicle is stored on a lot with a main building the travel trailer, camper, or recreational vehicle shall be stored in the rear yard of the lot when the rear yard can be accessed without traveling on the adjacent lots. When the rear yard cannot be accessed without traveling on the adjacent lots, then the travel trailer, camper, or recreational vehicle may be stored in the side yard of the lot.

17.7A.2. When a travel trailer, camper, or recreational vehicle is stored on a vacant non waterfront lot, the travel trailer, camper, or recreational vehicle shall be stored on the one half (1/2) of the lot furthest from the road.

17.7A.3. When a travel trailer, camper, or recreational vehicle is stored on a vacant waterfront lot, the travel trailer, camper, or recreational vehicle shall be stored on the one half (1/2) of the lot furthest from the front lot line. A travel trailer, camper, or recreational vehicle shall not be stored on a vacant waterfront lot which does not meet minimum lot size requirements for a dwelling.

17.7A.4. The travel trailer, camper, or recreational vehicle is stored in full compliance with all setback requirements of the zoning district within which it is located.

17.7A.5. If stored within thirty (30) feet of a side property line, all such travel trailers, campers, or recreational vehicles must be screened from view of the side property lines with a solid evergreen hedge with a minimum height of six (6) feet, privacy fence with a minimum height of six (6) feet or natural foliage sufficient to provide screening from view of the side property line.

Section 4. Severability.

If any section, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of the Ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 5. Effective Date.

This Ordinance shall become effective eight (8) days after being published in a newspaper of general circulation within the County.

A roll call vote was taken. Motion carried with 6 yes, 0 no and 1 absent.

Maintenance Engineer Tim Mason presented a request to purchase a new tractor. The tractor would replace the current tractor purchased in 1986 used to blow snow and do general grounds maintenance. Administrator Lawson said bids were submitted by Skinners Garage for a Kubota L3560 in the amount of \$31,128.18 including a \$7,500 trade in and for a Massey Ferguson 1742 in the amount of \$30,618.69 including a \$7,500 trade in; Ginop Sales for a Kubota L3560 in the amount of \$27,723.41 including \$8,500 trade in; and Don's Tractor & Equipment for a New Holland BO37 in the amount of \$18,560 including \$10,000 trade in and an optional broom attachment for the amount of \$5,500 for a total of \$24,060.

Motion by Commissioner Gouine, seconded by Commissioner Wallace, to award the bid for a new tractor with attachments to Don's Tractor & Equipment in the amount of \$24,060 with trade in. Motion carried with 6 yes, 0 no and 1 absent.

Administrator Lawson presented the recommendation of the Millage Appropriation Committee. The recommendation for the Cheboygan County Council on Aging is \$60,000 less than requested based on the amount of reserves CCCOA has for operational expenses and that the County will cover the roof

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repair for the Wolver Center utilizing Senior Millage Funds. The recommendation for Wawatam Area Seniors is \$7,788 less than requested to reflect the number of Cheboygan County residents served in relation to the Center's total operating cost. The MSU-E Project Fresh appropriation is \$500 more than requested to provide more coupons for use by seniors.

Motion by Commissioner Brown, seconded by Commissioner Gauthier, to approve the allocation of \$510,975 from the Senior Millage Fund to the Cheboygan County Council on Aging; to approve the allocation of \$49,704 from the Senior Millage Fund to Wawatam Area Senior Citizens, Inc.; and to approve the allocation of \$7,500 from the Senior Millage Fund to MSUE Project Fresh. A roll call vote was taken. Motion carried with 6 yes, 0 no and 1 absent.

Treasurer Linda Cronan requested that the Assistant Treasurer position and the Homestead Audit Clerk be increased to 40 hours per week from the current 37.5 hours. She said the funding for the Assistant Treasurer position would come from the foreclosure fund and the funding for the additional hours for the Homestead Audit Clerk would come from the homestead audit fund. She is also decreasing the hours of the Clerk II position to 24 hours from 37.5 hours.

Motion by Commissioner Matelski, seconded by Commissioner Brown, to adopt Amendment #11 to the 2015 Salary and Wage Resolution – General Employees #14-021 to be effective October 14, 2015, authorize the Chairperson to sign and approve the necessary budge adjustment. A roll call vote was taken. Motion carried with 6 yes, 0 no and 1 absent.

Administrator Lawson stated to comply with State deadlines and requirements it is necessary to appoint an Interim Equalization Director to sign and submit the necessary State reports while the County is in the process of hiring an Equalization Director. He said Janice Eaton agreed to act in this capacity at a rate of \$4,167 per month with no benefits. She would be an employee but generally will not be working on site.

Motion by Commissioner Brown, seconded by Commission Gauthier, to appoint Janice B. Eaton Interim Equalization Director at a salary of \$4,167 per month. No other benefits, sick or vacation time to be provided. Motion carried with 5 yes, 1 no (Commissioner Wallace) and 1 absent.

County Clerk Mary Ellen Tryban advised that the terms of Barbara Rotter (Republican) and Bobie Crongeyer (Democrat) on the Cheboygan County Board of Canvassers expire on November 1, 2015. Pursuant to MCL 168.24c she contacted the county committee of each political party and requested names of nominees for the party's expiring seat on the Board. The law states that each party is to provide the county clerk with three nominees. The following names were submitted by the Republican Party: Barbara Rotter, Greg Harwick and Geno D'Angelo. The following names were submitted by the Democratic Party: Bobie Crongeyer, Susan Page and Cyndi Kress. The terms of these appointments are four (4) years, expiring November 1, 2019. Clerk Tryban said that MCL 168.24c requires the County Board of Commissioners to fill the two vacancies on the Board by electing a Republican member and a Democratic member from the submitted names; and, Michigan election law specifies that the County Board of Commissioners use ballots when filling the seats. A ballot was distributed to each commissioner and were collected and tallied by the Clerk. Geno D'Angelo was elected as the Republican member of the Board of Canvassers and Bobie Crongeyer was elected as the Democratic member.

Administrator Lawson said the 87-A District Court in Otsego County has requested the establishment of a multi-district area between Otsego County District Court and Cheboygan County District Court for the appointment of Colleen S. Ashley as magistrate under MCL 600.8501 which authorizes her to perform duties in both counties. Ms. Ashley is a Cheboygan County resident and must be appointed by the County of residency although her duties primarily will be in Otsego.

Motion by Commissioner Brown, seconded by Commissioner Matelski, to adopt the following resolution:

Resolution No. 15-10

Recitals

- A. MCL 600.8320 authorizes two adjoining District Courts of the first class to create a multiple district plan.

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- B. Pursuant to Local Administrative Order D87-A-2015-07J and Local Administrative Order D89-2015-10J, effective September 8, 2015, the 87-A District Court and the 89 District Court established a multiple-district area composed of the counties of Otsego and Cheboygan.
- C. Pursuant to the multiple-district plan, the Judges of the 87-A District Court and the 89 District Court appointed Colleen S. Ashley as a magistrate under MCL 600.8501 and authorized her to perform duties within both counties.
- D. MCL 600.8501(1) provides that the Board of Commissioners shall approve the appointment of a magistrate that has been made by the District Court Judges.
- E. The Cheboygan County Board of Commissioners, therefore, desires to fulfill its statutory obligation by the adoption of this Resolution.

Resolution

NOW, THEREFORE, THE CHEBOYGAN COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES and approves the appointment of the following individual as Magistrate to serve the 87-A District Court and the 89 District Court in accordance with the provisions permitted under MCL 600.8251 and 600.8320, effective February 24 1994 and Administrative Order 2012-7, effective January 1, 2013 permitting two adjoining districts to establish a multi-district plan: Colleen S. Ashley, Magistrate

A roll call vote was taken. Motion carried with 6 yes, 0 no and 1 absent.

Commissioner Allor had requested the Transportation Agreement between Straits Area Services and Straits Regional Ride be moved to New Business for discussion. Administrator Lawson stated the Transportation Agreement is for three years 2015 through 2018 at \$101,500 per year billed monthly at \$8,458.22, with assurance we will be credited \$406 per day for snow days that clients are not transported after 1 grace day per year is exhausted. This contract provides transportation for clients from their homes to the SAS workshop in the AM with return to their homes in the PM. Administrator Lawson said the biggest change with this contract is Straits Area Services lost money from North Country Community Mental Health in the amount of \$36,000. Commissioner Allor noted NCCMH wages increased significantly (an additional \$330,000) while funding for Straits Area Services has seen reductions. If they would have decreased wages and benefits by just 1% they would have had funds (approximately \$130,000) available that could possibly have gone to Straits Area Services to eliminate the reduction.

Motion by Commissioner Matelski, seconded by Commissioner Brown, to approve the Transportation Agreement between Straits Area Services, Inc. and Straits Regional Ride for 2015 through 2018 and authorize the Chair to sign. A roll call vote was taken. Motion carried with 5 yes, 1 no and 1 absent.

CITIZENS COMMENTS

Scott Swanson, a resident of Tuscarora Township, commented on the special assessment district in Tuscarora Township. He said in establishing the special assessment for Eagles Nest Road special assessment laws were manipulated. He said the sewer system is another example.

Carl Muscott, a resident of Tuscarora Township, commented on mental health costs and services. He said with Straits Regional Ride, Emmet County is talking about expanding the public transportation system. He said the board should stay up on that.

BOARD MEMBER COMMENTS

Commissioner Wallace distributed stats from Michigan Works for September.

Commissioner Brown asked what the status is for ORV operations on public roads. Sheriff Clarmont said the county ordinance allows ORV on county roads, with certain restrictions, like they must state on the

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right of way, go single file, and not exceed 25 mph. He said you cannot ride on the sides of State trunk lines such as US 27, US 23, M68. Incorporated areas like the City of Cheboygan regulate their own use of ORV's. The sheriff said there are two ORV permits (ORV sticker and Trails permit) which are regulated by the DNR. Commissioner Brown said Mackinaw City recently had an ORV event.

Motion by Commissioner Wallace, seconded by Commissioner Matelski, to go into closed session for the purpose of a strategy session connected with the negotiation of a collective bargaining agreement as authorized by Section 8 (c) of the Open Meetings Act, being MCL 15.268 (c). A roll call vote was taken. Motion carried with 6 yes, 0 no and 1 absent.

ENTERED INTO CLOSED SESSION AT 11:20 A.M.

RETURNED TO OPEN SESSION AT 1:35 P.M.

Administrator Lawson said the elected officials will be meeting on Thursday at 3:30 p.m. Treasurer Cronan said the Prosecutor wants to get together to discuss the process used to determine wage and salary increases. Sheriff Clarmont said the packet the Administrator handed out today basically covers what the Prosecutor is looking for. Administrator Lawson most likely it will not answer all the questions, but working on closing the gaps.

Motion by Commissioner Brown, seconded by Commissioner Wallace, to adjourn this meeting to the call of the chair. Motion carried with 6 yes, 0 no and 1 absent. Meeting adjourned at 1:45 P.M.

Mary Ellen Tryban
Cheboygan County Clerk/Register

Sue Allor
Vice-Chairperson

**CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE MEETING
OCTOBER 27, 2015**

The regular meeting of the Cheboygan County Board of Commissioners was called to order in the Commissioners Room by Chairperson Pete Redmond at 9:30 a.m.

Roll called and a quorum present.

Present: Commissioners Chris Brown, Bruce Gauthier, Pete Redmond, Cal Gouine, Tony Matelski, John Wallace, and Sue Allor

Absent: None

Commissioner Wallace gave the invocation and led the Pledge of Allegiance.

Motion by Commissioner Matelski, seconded by Commissioner Allor, to approve the agenda as presented. Motion carried with 7 yes, 0 no and 0 absent.

CITIZENS COMMENTS

John Moore, a citizen of Nunda Township, addressed the Board regarding a letter received by the township from a private foundation criticizing voter registration data. Cheboygan County Clerk responded.

Trish Woollcott, a citizen of Tuscarora Township, addressed the Board regarding the lack of a recycling program in Burt Township, at the fairgrounds during the fair or at the state parks.

SCHEDULED VISITORS

Del Reynolds, Chairperson of the Cheboygan County Airport Authority, presented the Cheboygan County Airport Authority update. Mr. Reynolds stated that most revenue received by the airport authority comes from fuel sales and hangar rentals. They purchased a new plow truck at the cost of \$230,000, with the federal government paying for 90%, the State 5% and the other 5% paid by the Airport Authority. He said the airport building itself is in need of updating, however, grants for this type of updates are very limited. Commissioner Allor asked Mr. Reynolds how many flights fly in and out of the Cheboygan Airport. Mr. Reynolds stated that there were approximately 10,000 take offs and landings last year, mostly for fueling stops. Chairperson Redmond thank Del for the update.

Michigan State Police Detective Lieutenant Ken Mills presented a Straits Area Narcotics Enforcement (SANE) team update. SANE recently was reduced from six counties to three counties. Lieutenant Mills noted that one of the most significant changes SANE has experienced is the loss of the SANE Prosecutor but he commended the Cheboygan County Prosecutor's office for the expedited warrant processing and how they're always available. Statistics for SANE covering the period of January 1 through October 20, 2015 were distributed. So far this year 134 cases have been initiated in the three counties of SANE.

Commissioner Matelski asked Lieutenant Mills if the SANE team sees an abuse of medical marijuana. Lieutenant Mills stated that it is a problem and the medical marijuana law has lead to many individuals abusing and misusing. Commissioner Gauthier asked Lieutenant Mills about a mushroom drug in the report and whether it grows wild in the area. Lieutenant Mills said it's not a natural mushroom but people are growing it locally and it is a hallucinogenic scheduled drug.

Prosecutor Vizina asked Lieutenant Mills to explain for the public what the SANE team focuses on in their investigations. Lieutenant Mills stated that the SANE team's primary goals in this area

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are to target transactions with synthetic opiates and prescription drugs because they are directly tied to heroin. Lieutenant Mills stated that another focus is meth labs; a focus that the State of Michigan also emphasizes.

Sheriff Clarmont noted how fortunate Cheboygan County is to have the SANE team and to receive the results of the outstanding work that they do. Sheriff Clarmont recommended that the Commissioners review the Governor's Prescription Drug and Opioid Drug Task Force Report recently released by the State Governor's office. Lieutenant Mills said he appreciates the invitation to speak today and also appreciates the support from the Board. He said both the prosecutor and sheriff have done excellent jobs working with SANE. Commissioner Redmond, on behalf of the Board of Commissioners and Cheboygan County, thanked Lieutenant Mills for his work with SANE and for all that SANE does for Cheboygan County.

Tim Mason, Maintenance Engineer, presented the 2014 Recycling Program report. Mr. Mason stated that Straits Area Services has approached the County about starting an electronics recycling program in 2016. Mr. Mason stated that if the program is operational, the County would save the cost for processing. SAS has been working with Dan O'Henley to determine the acceptable volume and type of electronics they could recycle.

Commissioner Matelski asked Mr. Mason to clarify what SAS would be processing. Mr. Mason said they would recycle electronics that are no longer usable and there would be a small fee for some items. Administrator Lawson affirmed that there would be a small fee charged for some items or a fee schedule could be put in place.

Commissioner Redmond stated that he is aware of the challenge for recycling of commercial cardboard without charging and was wondering if there is a plan for that. Mr. Mason stated that it is hard to police that kind of thing. Finance Director Kortz stated that we have between 20-30 commercial customers that do pay fees, approximately \$36.00 per year, but that is not enough revenue to offset the costs. Discussion was held.

Cheboygan County Drain Commissioner Cam Cavitt presented the 2014 Annual Report of Drain Commissioner expenditures.

ADMINISTRATOR'S REPORT – None

OLD BUSINESS – None

NEW BUSINESS

Equalization Director Janice Eaton presented Cheboygan County Resolution 15-11 regarding Millage Rate Resolution.

Motion by Commissioner Matelski, seconded by Commissioner Brown, to adopt the following Cheboygan County Resolution:

**Resolution 15-11
2015 MILLAGE RATE RESOLUTION**

WHEREAS, Cheboygan County has the authority to levy its own maximum allowable millage rate of 7.4592 mills distributed as follows: 5.6592 mills for General County Operations, .5000 mills for Senior Citizens Operations, .3000 mills for Ambulance Authority Operations and 1.0000 mills for Roads; and,

WHEREAS, it has been determined that to maintain basic county services, it will be necessary to levy the rate of 7.4092 mills; and,

WHEREAS, notice of the public hearing was given, and a public hearing was held as the County Budget Hearing;

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NOW THEREFORE BE IT RESOLVED, that the County of Cheboygan shall levy the millage of 7.4092 for 2015.

A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Equalization Director Janice Eaton presented the 2015 Cheboygan County Apportionment Report.

Motion by Commissioner Matelski, seconded by Commissioner Gouine to accept the 2015 Cheboygan County Apportionment Report as presented. Motion carried with 7 yes, 0 no and 0 absent.

Equalization Director Janice Eaton presented Cheboygan County Resolution 15-12 Tax Resolution.

Motion by Commissioner Brown, seconded by Commissioner Allor to adopt the following Cheboygan County Resolution: **Resolution 15-11**
2015 MILLAGE RATE RESOLUTION

WHEREAS, Cheboygan County has the authority to levy its own maximum allowable millage rate of 7.4592 mills distributed as follows: 5.6592 mills for General County Operations, .5000 mills for Senior Citizens Operations, .3000 mills for Ambulance Authority Operations and 1.0000 mills for Roads; and,

WHEREAS, it has been determined that to maintain basic county services, it will be necessary to levy the rate of 7.4092 mills; and,

WHEREAS, notice of the public hearing was given, and a public hearing was held as the County Budget Hearing;

NOW THEREFORE BE IT RESOLVED, that the County of Cheboygan shall levy the millage of 7.4092 for 2015.

A roll call vote was taken. Motion carried by 7 yes, 0 no and 0 absent.

BOARD MATTERS FOR DISCUSSION

Finance Director Kari Kortz presented 2016 Cheboygan County Budget information. Ms. Kortz stated that there are requested amounts from departments at this point and the recommendations are not yet built in. She said that there are no wage increases in the budget yet. Ms. Kortz stated that the current tax line will only reflect a gain in property tax revenue in 2016 of about half of what was expected for 2015 upon adjustment for inflation and an approximately expected \$160,000 less in revenue sharing. Ms. Kortz highlighted other revenue changes expected in the 2016 budget compared to the 2015 budget. Ms. Kortz highlighted expenditure changes expected in the 2016 budget.

Ms. Kortz asked Prosecutor Vizina to explain his request for on-call pay to be added to his expenditure budget for the three attorneys in his office. Prosecutor Vizina explained that due to an increase in workload from the loss of 50% of assistant prosecutors in Cheboygan County, the three attorneys rotate being on-call in order to be available in executing search warrants at any time of the day or night without additional compensation. Prosecutor Vizina explained he is requesting an amount of \$5200 be added to compensate the on-call attorney \$100 per weekend of on-call time. Administrator Lawson stated that further discussion will be held regarding this request.

Ms. Kortz highlighted budget expenditure with large fluctuations from 2015. Discussion was held.

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Commissioner Redmond asked Sheriff Clarmont about an expenditure request of \$8600 for body cameras for the deputy officers. Sheriff Clarmont stated that the \$8600 amount was a request for the purchase of cameras but they have since received a grant for the cameras.

Discussion was held regarding District No. 4 budget.

The Board broke for lunch break at 12:25 P.M.; and continued 2016 budget discussion at 12:47 P.M.

Administrator Lawson stated that wages are being reviewed to bring employees that are below an average up to a midpoint in comparable wage data, as a priority. Discussion was held.

CITIZENS COMMENTS – None

BOARD MEMBER COMMENTS

Motion by Commissioner Matelski, seconded by Commissioner Gouine to go into closed session for the purpose of a strategy session connected with the negotiation of a collective bargaining agreement as authorized by Section 8 (c) of the Open Meetings Act, being MCL 15.268 (c). A roll call vote was taken. Motion carried with 6 yes, 0 no and 1 absent.

ENTERED INTO CLOSED SESSION AT 1:15 P.M.

RETURNED TO OPEN SESSION AT 2:25 P.M.

Motion by Commissioner Matelski, seconded by Commissioner Gouine, to adjourn to the call of the Chair. Motion carried. Meeting adjourned at 2:30 p.m.

Mary Ellen Tryban
County Clerk/Register

Pete Redmond
Chairperson

Health Board Meeting
September 15, 2015

The regular meeting of the District No. 4 Health Board was called to order by Chairman Bert LaFleche, September 15, 2015, at 10:00 a.m. The meeting was held at Thunder Bay Community Health Services, Hillman, Michigan.

ROLL CALL

Present:

Alpena County:	Adrian, Lawson
Cheboygan County:	Redmond, Allor
Montmorency County :	LaFleche, Peterson
Presque Isle County:	Altman, Lang

Absent:

Excused:

Others Present:

Joshua Meyerson, Judy Greer,
Wendy Byers-Phillips, Scott Smith

AGENDA CHANGES

None.

RECEIVED

OCT 26 2015

CHEBOYGAN CO. CLERK

MINUTES

August 18, 2015 Health Board Minutes: Motion by Lawson with support from Allor to approve the August 18, 2015 Health Board Minutes as presented. Ayes all, motion carried.

CLAIMS

August 19, 2015 through September 11, 2015: Motion by Redmond with support from Lawson to approve the Listing of Claims submitted from August 19, 2015 through September 11, 2015. Roll call vote. Ayes all, motion carried.

PUBLIC COMMENT

None.

PERSONAL HEALTH NURSING DIRECTOR'S REPORT

Private Duty Statistical and Revenue Reports: The Private Duty Statistical and Revenue report for August 2015 is included in your packet. We have **35** active clients.

MIHP Prehearing September 9th. The MIHP Prehearing was held on September 9th. DHD#4 was granted continuation of the program following the stipulations set by the State which included improving documentation and ongoing chart audits. The State MIHP Consultant will be making visit in October to review charts and discuss progress. At that point, if she feels we are not showing improvement and meeting the standards, she can choose to decertify us. If we pass her approval, a compliance evaluation will be scheduled for December with another Prehearing scheduled for early January 2016.

Interviews: Interviews for the vacant LPN, RN, & SW positions in the Personal Health Division have been scheduled for the 16th & 18th of September.

The Caring Place

- The Union allowed us to bring Karol Cain, LPN (retired in 2014) to help do some admissions since the census was dropping. So far, she has admitted 4 clients and she is also working on some 3 month evaluations that are reimbursable through our NEMCSA grant.
- Both NEMSCA and the VA have completed 3 site evaluations in the last month.
- The evaluations seemed to be successful with suggestions for upcoming changes for future operation; staff education & in-services, additional policies and procedures, client evaluation schedules, etc....

Day One Program

The funding provided by the Kellogg Foundation for the DHD#4 Day One Program has come to an end and the program will cease operation at the close of business on September 25th, 2015. Lori Vandenberg, SW will start training & orientation for MIHP on the 28th.

ENVIRONMENTAL HEALTH DIRECTOR'S REPORT

Beach Monitoring Grants: The Department has completed all the sampling for beach monitoring the year. We are completing an annual survey on the two beaches in Alpena County that have been problematic in the past. Smith explained what he has asked his staff to do to perform the annual surveys.

Revised Total Coliform Rules: Smith will continue to keep this item on the agenda. The State is asking us to perform more work to complete the necessary requirements according to the Revised Total Coliform Rules. There will have to be a decision on what stance we are going to take on this matter. Smith will be meeting with other Directors at the end of the month and hopefully will see what other health departments are doing. April 1st we will be required to implement the Revised Total Coliform Rules.

Adrian questioned whether there was a condensed version of the Revised Total Coliform Rules. Smith will provide the information to Adrian via email.

Smith stated that other health departments are looking at charging for the required services. Someone needs to pay for the services. Smith hopes to gather more information at an upcoming meeting. He explained that every facility will differ dependent on the usage.

Accreditation: Coming up in November, the department will have an Accreditation. Smith discussed his programs and what has been done to date. This is the first year that we have done a self-assessment in the food service program and will be review by the state.

Pools and Campground Inspections: This is the time of year that we need to complete all the pools and campgrounds before year end. There have been a few that have slipped through the cracks that we are following up on now.

MEDICAL DIRECTOR'S REPORT

Communicable Disease Report: The report for period August 1, 2015 through August 31, 2015 was mailed to the Board with the packet for the month.

Physician's Update: Meyerson's Physician's Update is mailed to area physicians on a quarterly basis. Influenza vaccine is beginning to trickle in. Meyerson answered questions as presented. Discussion about bubonic plague occurred in regards to the case in Marquette County.

Hepatitis C: Meyerson discussed the Hepatitis C that we may hear about in the media. There is antiviral medication that can potentially cure Hepatitis C. People in their 20's seem to be the second round of individuals contracting Hepatitis C due to use of heroin without clean needles. Meyerson has a conference call today with the State of Michigan regarding an increase in usage. We don't getting funding for HIV counseling.

ADMINISTRATIVE SERVICES DIRECTOR'S REPORT

Revenue/Expenditure and Trial Balance Report: Greer mailed the Revenue/ Expenditure and Trial Balance Report to Health Board members with the notice of the Health Board meeting for their review. Amount being added to Fund Balance through July 31, 2015 is \$ 257,073.76.

2014 Home Health Bad Debts: Greer reviewed and requested the Board's approval to write-off bad debts in the amount of \$ 3,669.37.

Motion by Altman with support from Lang to approve bad debts in the amount of \$ 3,669.37. Roll call vote. Ayes all, motion carried.

Office Lease: NEMCSA contacted the Health Department yesterday and is interested in renting space in the Alpena Office. We will be working with NEMCSA to secure the lease agreement.

Motion from Adrian with support from Peterson to enter into a lease with NEMCSA and authorize Joshua Meyerson to sign. Roll call vote. Ayes all, motion carried.

Secretarial Vacancy: Stephanie Hopp submitted her letter or resignation effective September 29, 2015. We will advertise to fill the vacancy.

ADMINISTRATIVE HEALTH OFFICER'S REPORT

Board of Health Conference Call: Conference call follow-up regarding the Board of Health training that occurred earlier in the year will take place immediately following today's meeting.

Bruning Contract: Meyerson has had a conversation about potentially contracting with Bruning if consulting services were needed. Meyerson discussed the process that Health Department of Northwest Michigan did when their Administrative Services Director retired. The Board chose to not enter into an agreement at this time.

County Allocation Request: Meyerson distributed the County Allocation Request for next year. Meyerson explained how the allocation request is determined. Bruning assisted in completing this request. For 2016, we are asking for a 2% increase. Meyerson explained the process we are looking to work towards a budget to present in November. Peterson felt that the Board should give us some direction so that we can prepare a budget.

Executive Committee Meeting: A proposal has been sent out for shared health officer services to the Public Health Alliance members. The responses should be received by October 2, 2015 with the Executive Committee meeting scheduled for October 7, 2015.

NEW BUSINESS

None.

OLD BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, motion by Lang with support from Altman to adjourn. Ayes all, motion carried.

Adjournment: 11:15 a.m.

Bert LaFleche, Chairman

Carl Altman, Secretary/Treasurer

Judy Greer, Recording Secretary

**MINUTES
OF THE
NORTHEAST MICHIGAN COUNCIL OF GOVERNMENTS
BOARD OF DIRECTOR'S MEETING
SEPTEMBER 17, 2015
UNIVERSITY CENTER
GAYLORD, MI**

Call to Order

The meeting of the Northeast Michigan Council of Governments (NEMCOG) Board of Directors was called to order by board Vice President Rick Anderson at 10:02 a.m.

Roll Call

Governing Board

Members Present: Kathleen Vichunas, Cam Habermehl, John Wallace, Rick Anderson, Dan Plasencia, Gene Thornton, Jack Kischnick, Lee Olsen, Dave Post, Bill Wishart, Myron McIntire.

Staff Present: Diane Rekowski, Meg Foote, and Theresa Huff

A quorum was declared present.

Approval of Minutes

R. Anderson presented the Minutes of the August meeting. J. Kischnick moved, supported by C. Habermehl to approve the minutes of the August 20, 2015 meeting. Ayes all, motion carried.

Financial Report

M. Foote reviewed the August, 2015 financial statements. M. McIntire moved, supported by G. Thornton to approve the Financial Statement for August, 2015. Ayes all, motion passed.

M. Foote stated that we are in the beginning stages of FY15 Audit. Next Finance Committee Meeting is October 22, 2015, a reminder notice will be sent prior to the meeting.

President's Report

Regional Project Review: Vice President R. Anderson presented (0) Federal Grant project for regional review. There were (0) Non-federal Grants applications, (1) Public Notices, (0) "Other" and (0) State Grant Applications.

MI Association of Regions (MAR): No Report

Other: None

Director's Report

D. Rekowski offered congratulations to Crawford County for the new Particle Plant coming in, hiring up to 200 people. Finding talent will be challenging. Wood suppliers will be from Northern LP and UP mostly and will include the use of Jack Pine.

Updates:

Digital Works program launched 9/22/15 in the City Of Cheboygan. Staff has been hired. A true collaborative between the community, MEDC, MI Works! and NEMCOG

Regional Prosperity Initiative (RPI): D. Rekowski reviewed the RPI Tiers and discussed the Consolidation with NE MI Consortium.

Committee Reports

None.

Previous Business

None.

New Business

None.

County Updates

- **Alpena County:** 3-4 new retailers are coming in. Lots of growth. Holiday Inn is progressing. Things are going good with new companies to open in the near future.
- **Emmet County:** Completed Ambulance building and moved in last week. 250 Hot dogs were cooked at the open house. Hired 4 more EMS, up to 30 employees now. Headlands Dark Side Park-site work has begun and received \$100,000 + \$25,000 grants each year from Legacy funds. Also received \$40,000 grant for a telescope and promise for future funding.
- **City of Gaylord:** Recreation Plan proposal has been presented to City Council. Street work is done. Store fronts are being updated.
- **Otsego County:** EMS Construction is going very well. Jack Thompson/University Center is retiring at the end of the year. Georgia Pacific property of 160 acres will be given to the county. Courthouse Lawn project is progressing will have a water feature and Wi-Fi connection. Informed that the county businesses passed test on cigarette sales to minors, at 80%, which enables grant funding to continue. Discussed Otsego County tax foreclosure properties. – if it looks like a tax foreclosed property should be torn down, it will be. Funds to do so will come from tax funds.
- **Cheboygan County:** Looking for an Equalization Director position. Exploring sharing a Director with Emmet County. Meijer will be breaking ground in 2016. The City is putting up another water tower. New Animal Shelter is progressing very well and provides service for Presque Isle and Cheboygan Counties. A new Otsego Memorial Clinic will be opening in Indian River, 12/1/15. Will continue to rent existing building as well.
- **Montmorency County:** Settlement with Delta Oil: trying to settle before it goes to Tribunal, \$2 million dollars.
- **Village of Hillman:** Low Power FM radio station is anticipated to be operational in early October. Gluten-free company, Mrs. Glee's is doing fine and would like to add more shifts.
- **Crawford County:** New Particle board plant to add approximately 200 jobs. Kirtland Community College's new Health Building is located close to proposed facility. Forest Dunes adding 18 hole Golf Course, it is one of the best in the state. Discussed 911 Consolidation with Roscommon. Working together, going well. Funding is based on population, Roscommon County: 60% and 40% Crawford County.
- **Alcona County:** Informed the group on the Gun and Knife Show. Numbers of vendors and attendees down from previous years. County is replacing boilers in jails before winter gets here.

- **Oscoda County:** Back looking for Equalization Director. Informed the Board of changes to the 23rd Circuit Court. Judge retired, another 2 are thinking about retiring. It will be a huge undertaking for one judge. Discussed Michigan's Equalization licensing. Process makes it difficult for those whose license have expired or come from a different state as the applicant has to start over to get license again.

Public Comment: None

Adjournment

The meeting was adjourned at 11:25 a.m. The next meeting will be held on October 15, 2015.

Northeast Michigan Community Service Agency, Inc.
BOARD OF DIRECTORS
Rogers City Senior Center, Rogers City, MI
October 2, 2015

The regular meeting of the NEMCSA Board of Directors was called to order by President Pete Hennard at 12:45 p.m.

President Pete Hennard introduced new board member Sue Flewelling as the new Client Service Advisory Council Appointee.

ROLL CALL

Carol Athan
Stuart Bartlett
Earl Corpe
Sue Flewelling
Lee Gapczynski
Jean Garratt
Bruce Gauthier
Kenneth Glasser
Mark Grantner
Pete Hennard
Mary Hess
Albert LaFleche

Steve Lang
Dawn Lawrence
Jack Mahank
John Morrison
Leonard Page
Corleen Proulx
Kathleen Vichunas
Gerald Wall
Carol Wenzel
Virginia Zygiel
Rick Anderson (alternate)

Excused: Bob Cudney, Megan Holmes, Sharon Priebe, Patricia Rondeau, Rose Walsh

Absent: Erin Bills, Melissa Holt, Dalene Meddaugh

Quorum present - yes

Staff Members Present:

Lisa Bolen, Bob Cain, Karen Godi, Linda McGillis, Dorothy Pintar, Diane Price, Jim Robarge, Laurie Sauer, Lisa Siegert and Sue Zolnierek

APPROVAL OF AGENDA

Motion by Jack Mahank to approve the agenda as presented. Support by Earl Corpe. All ayes, Motion carried.

CONFLICT OF INTEREST DISCLOSURES

None

Stuart Bartlett led the Board in the Pledge of Allegiance.

John Morrison provided the blessing for the meal.

John Morrison provided reflections.

INTRODUCTION OF GUESTS AND PUBLIC COMMENT

Members introduced their guests. Present staff introduced themselves to the board. Rick Anderson, alternate for Crawford County introduced himself.

No public comment.

ADMINISTRATIVE CONSENT AGENDA APPROVAL

Motion by Jack Mahank to approve the administrative consent agenda items including the September 11, 2015 board meeting minutes as presented. Support by Earl Corpe. Ken Glasser led a discussion to change the process of approving the Administrative Consent Agenda to adopting it. He noted that items included in the consent agenda are routine or already have unanimous consent. A consent agenda allows the board to approve all of the content without discussion or individual motions. It also allows for specific items to be removed and handled separately should the need arise. Ken provided verbiage that should be used by the Chairperson when adopting the Administrative Consent Agenda. It was decided that the motion would be voted on for this meeting and Ken's recommendation would be considered for the November meeting. All ayes, Motion carried.

COMMUNICATION

No communication

COMMITTEE REPORTS

Head Start Policy Council –

The Head Start Policy Council met on September 25th. The annual Program Information Report (PIR) was distributed and discussed. An overview of the five year grant was distributed to members. Goals and objectives for the remaining four years were outlined. Action items approved were the submission of the Head Start/Early Head Start Five Year Grant, credit card expenditures in the amount of \$23,288.14 and new hires/terminations.

Regional Council on Aging – Earl Corpe

The Regional Council on Aging met on September 28th. Carol Gillman, Director of the Ogemaw Commission on Aging was the guest speaker. Sarah Moe has been hired as the new Director of the Alpena Senior Center effective mid-October. An Oral Health program is being piloted in Michigan with sessions being scheduled for Roscommon, Grayling, Alpena and Hillman. The Area Agency on Aging (AAA) received a \$40,000 grant from the Aging and Adult Services Agency (AASA) for one year to develop an anti-bullying program in nursing homes. Sawyer Plume, Long Term Care Ombudsman will be working full time with the addition of this new grant money. The Annual Implementation Plan (AIP) was approved by the State Commission on Aging. Open enrollment for the Medicare/Medicaid Assistance Program (MMAP) starts October 15th.

Volunteer Program Advisory Groups – Patricia Rondeau

No meeting. No report.

Client Services Advisory Council – Sue Flewelling

Sue Flewelling provided an update on The Emergency Food Assistance Program (TEFAP), the

Commodity Supplement Food Program (CSFP) and the Weatherization Program. The Advisory Council is looking for new members.

Personnel Committee – Meagan Holmes

No meeting. No report.

Membership Committee – John Morrison

The committee received a notice of interest and application from Dr. Lyn Behnke, Iosco County, to fill a Private Sector vacancy on the Board of Directors. The committee reviewed and discussed her qualifications and recommended her for approval to the full board.

Motion by John Morrison to approve Dr. Lyn Behnke from Iosco County to fill a Private Sector vacancy on the Board of Directors. Support by Albert LaFleche. All ayes, Motion carried.

Audit/Finance Committee – Ken Glasser

The Audit/Finance Committee met to review and discuss property and casualty insurance proposals. Three Insurance Agencies submitted proposals. The current carrier, Berends Hendricks Stuit Insurance Agency, submitted the lowest bid.

Motion by Ken Glasser to retain Berends Hendricks Stuit Insurance Agency as the insurance provider. Support by Virginia Zygiel.

Roll Call Vote:

Carol Athan-yes, Stuart Bartlett-yes, Earl Corpe-yes, Sue Flewelling-yes, Lee Gapczynski-yes, Jean Garratt-yes, Bruce Gauthier-yes, Ken Glasser-yes, Mark Grantner-yes, Pete Hennard-yes; Mary Hess-yes; Albert LaFleche-yes; Dawn Lawrence-yes; Steve Lang-yes; Jack Mahank-yes; John Morrison-yes; Leonard Page-yes; Rick Anderson-yes; Corleen Proulx-yes; Kathleen Vichunas-yes; Gerald Wall-yes; Carol Wenzel-yes; Virginia Zygiel-yes. 23 yes votes. Motion passed.

Early Childhood Services Ad Hoc Committee – Jean Garratt

The committee met in combination with the Program Planning and Evaluation Committee to discuss the submission of the FY16 grant application. This report was included in the board packet and will be discussed under the Program Planning and Evaluation report.

Program Planning and Evaluation Committee – Jack Mahank

Linda McGillis met with the Program Planning and Evaluation Committee and the Early Childhood Services Ad Hoc Committee to review the Head Start/Early Head Start FY16 Grant Application for the budget period February 1, 2016 through January 31, 2017. The Grant Application information was included in the board packet. The committees reviewed and recommended for approval submission of the Head Start/Early Head Start Grant Application for the budget period February 1, 2016 through January 31, 2017.

Motion by Earl Corpe to approve the submission of the Head Start/Early Head Start Grant Application for the budget period February 1, 2016 through January 31, 2017 as presented. Support by Gerald Wall. All ayes, Motion carried.

Linda McGillis also reviewed the annual Head Start Program Information Report (PIR), with committee members. This report was also included in the board packet.

Karen Godi and Lisa Bolen met with the committee to review the results from the Board Member Survey that was mailed separately to all board members. Following discussion, the consensus is to change the meeting start time from 12:45 to 12:00 noon.

Motion by Jack Mahank to change the meeting start time from 12:45 to 12:00 noon effective with the November meeting as presented. Support by Carol Athan. All ayes, Motion carried.

INFORMATION ITEMS

Directors Report: Lisa Bolen read highlights from the Directors report she prepared and distributed prior to the meeting.

Carol Shafto provided board members with a copy of the 2015 Results Oriented Management and Accountability (Roma) Plan.

Program Updates:

Dorothy Pintar, School Success Program Director and Lisa Siegert, School Success Program Coordinator provided a PowerPoint presentation on the School Success program.

Financial Report – Jim Robarge

Jim Robarge distributed and reviewed the financial reports for the School Success Grant Funding and the Head Start/Early Head Start Grant as of September 30, 2015.

Motion by Ken Glasser to receive and file the financial report as presented. Support by Jack Mahank. All ayes, Motion carried.

New Business

No new business

Program Information Report –

The November board meeting will be held at Forwards Conference Center in West Branch, MI on November 6, 2015.

Motion by Albert LaFleche to adjourn the meeting at 2:08 p.m. Support by Gerald Wall. All ayes, Motion carried.

Date Prepared: October 2, 2015

Date Approved: _____

Board Secretary

Date



Is your community "ready" for business attraction and growth?

Have you identified a "short list" of prime sites and buildings? Do you know all the important information about those sites a potential business or developer would need? Do you have a "rapid response team" in place and trained so when a prospect visits you can present the sites and your community in the best possible manner?

There are several tools and resources available to help you get started, get organized and ultimately be successful.

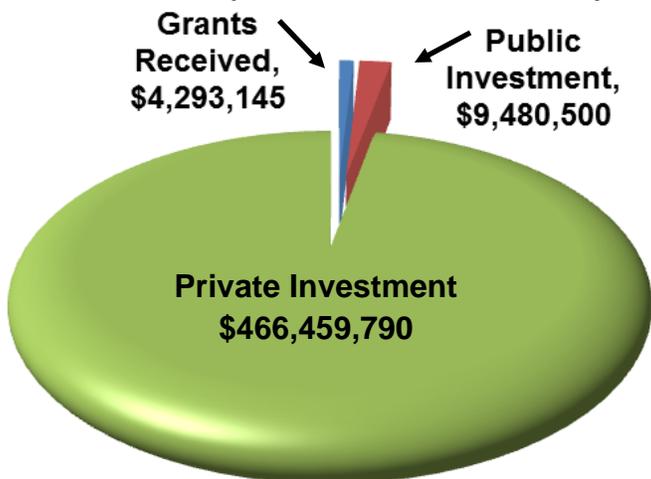
Contact Mark Hitchcock (mark@northernlakes.net), our staff business attraction & growth specialist to review the process and help guide you. Mark, along with other members of the NLEA team have several tools and resources available to help your community be ready.

Fall is winding down...Bring on the snow!

Andy Hayes, President

Projects In Progress

45 Community & Business Assistance Projects



Total Investment- \$ 480,233,435

- 382 Anticipated Jobs Created
- 565 Anticipated Jobs Retained
- 14 Anticipated Business Startups

Clients Counseled & Time Invested (year to date)

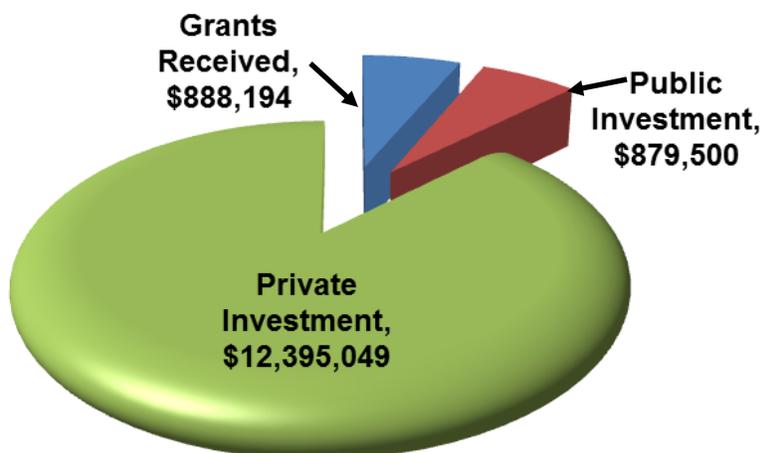
137 Clients and 2825 hours

Website Statistics

Month	Unique visitors	Number of visits	Pages viewed
October	1,525	3,462	8,240

Completed Projects

40 Community & Business Assistance Projects



Total Investment- \$ 14,162,743

- 124 Jobs Created
- 595 Jobs Retained
- 4 Business Startup

Up-coming Event Highlights:

- 11/10 Making it in Michigan-Lansing
- 12/04 Planning for your Tax Exemption-Mt Pleasant
- 12/10 Growth Company CEO Forum-Petoskey

Check out the **Events Calendar** for more trainings and workshops at: <http://www.northernlakes.net/upcoming-events/events-calendar/>

Cool Stuff: "Living in Northern Michigan"
The Northern Michigan Cultural Alliance has just released a new promotional video: <https://youtu.be/NqcYqAyxyIQ>

MINUTES OF THE BOARD
September 24, 2015
North Country Community Mental Health
Board Room
1420 Plaza Drive
Petoskey, Michigan

BOARD MEMBERS PRESENT: Ed Ginop, Gary Averill, Louis Scholl,
Sr. Augusta Stratz, Dan Plasencia, Paul Liss,
Bob Boyd, Karla Sherman, Joel Evans, Sue Allor,
Christian Marcus, Craig Crambell, Ron Iseler

BOARD MEMBERS ABSENT: Dennis Priess

STAFF: Alexis Kaczynski, Donna Wheeler, Christine Gebhard,
Joan Booth

GUESTS: Dan CasaSanta, Rochester Hills Group Home

Mr. Ginop called the meeting to order at 4:35 p.m.

ROLL CALL

Mr. Ginop welcomed everyone to the meeting and introduced Ron Iseler who is a new Board member from Otsego County and everyone introduced themselves.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

Financial Statement – Provider Operations - North Country CMH:

Balance on Hand, July 31, 2015	\$6,423,824.15
Receipts, Adjustments & Transfers, Aug.	\$1,748,848.77
Total Disbursements & Adjustments, Aug.	\$3,583,053.01
Decrease in Cash Balance	\$1,834,204.24
Balance, August 31, 2015	\$4,589,619.91

*Approximately \$1,889,205 has been advanced from the State of Michigan and has been encumbered for outstanding bills.

Financial Statement – Managed Care Operations - North Country CMH:

Balance on Hand, July 31, 2015	\$ 82,358.89
Receipts, Adjustments & Transfers, Aug.	\$
Total Disbursements & Transfers, Aug.	\$
Decrease in Cash Balance	\$
Balance, August 31, 2014	\$ 82,358.89

*Included in the balance is the Medicaid Internal Service Fund balance of \$0.00.

MOTION BY LOUIS SCHOLL, SECOND BY ROBERT BOYD, TO APPROVE THE CONSENT AGENDA. MOTION CARRIED.

Information (I) Items from Committee Reports

Information items were included in the committee minutes.

Privileging Recommendations

There were no privileging recommendations this month.

COMMITTEE RECOMMENDATIONS – BOARD ACTION

Finance Committee

Mr. Plasencia reviewed the Initial Budget for FY16. The revenues and expenditures were reviewed and about a 1.4% reduction was noted. The revenue from Alcona is increasing substantially. Medicaid revenue is decreasing by about 1.4%. Expenditures and personnel costs have decreased. Training, travel, furniture and equipment were reduced drastically. Reductions also were made to health and wellness programming and infant mental health.

Mr. CasaSanta asked for a copy of this budget. Ms. Sherman asked that the Board members be informed as changes occur in the budget.

MOTION BY DAN PLASENCIA TO APPROVE THE INITIAL BUDGET FOR FY16. MOTION CARRIED.

Mr. Plasencia reviewed two financial policies; Control of Cash and the Safety Deposit Box Policy.

MOTION BY DAN PLASENCIA TO APPROVE THE CONTROL OF CASH POLICY (CASH RECEIPTS AND DISURSEMENTS). MOTION CARRIED.

MOTION BY DAN PLASENCIA TO APPROVE THE SAFETY DEPOSIT BOX POLICY. MOTION CARRIED.

Program Committee

Sr. Augusta Stratz reviewed the minutes of the Program Committee regarding the revised Board Rules, Regulations and Bylaws. These bylaws will be sent to the Board members for review and approval at the next meeting.

Discussion ensued regarding the Board Member Conflict of Interest Policy. Ms. Allor said that she feels item #3 prohibits Board members from sharing information with their other boards. Mr. Evans agreed with her and even though he feels the intent was good he suggests that it should be reworded. It was suggested that item #3 be struck from the policy.

MOTION BY CHRISTIAN MARCUS, SECOND BY CRAIG CRAMBELL, TO STRIKE ITEM #3 FROM THE CONFLICT OF INTEREST POLICY. MOTION CARRIED.

ACTION ITEMS – WITHOUT COMMITTEE REVIEW

There were no action items this month.

PRESENTATION

Integrated Care Partnership with Alcona Health Center

Ms. Gebhard introduced Karleen Berry, outpatient therapist in the Petoskey office. She explained that integrating behavioral health with physical health is important because of untreated and preventable chronic illnesses, poor health habits and navigating the complex health care systems. The solution lies in integrated health. It is the care a patient experiences as a result of a team of primary care and behavioral health clinicians and is provided in a systematic way in a cost effective approach to provide patient centered care for a defined population. Integrated health care can describe any situation in which behavioral health and medical providers work together.

NCCMH has had an integrated health work plan for about three years and she explained what has been done in this regard. Going into FY16 there are five goals; (1) develop a memorandum of agreement with federally qualified health centers and rural health clinics; (2) implement health information exchange; (3) operationalize a care coordinator; (4) development of a memorandum of agreement with federally qualified health centers and rural health clinics (5); FY16 block grant for expanding and advancing integrated care with Alcona Health Center, Otsego Memorial Hospital, Charlevoix Area Hospital and East Jordan Family Health Care. About 46% of the people NCCMH serves go to one of these facilities. The agency is imbedding with Alcona Health Center and has been since 2011.

Ms. Berry talked about Alcona Health Center and explained that she has been providing services there in her role with NCCMH for a number of years. She is “leased” to the Alcona clinic and as the resident behavioral health therapist she provides crisis intervention and therapy to those who qualify, some of whom have never received therapy before. She described a typical day when she is at the primary care facility. She gave several examples of clients of various ages and with various issues. She feels that she is learning a lot about health and medications. They are trying to ramp down on some of the pain medications and are trying to help individuals work through what they are experiencing. A question was asked about what schools do if a student comes to them expressing a mental health problem and this was discussed. There are grants available that schools can apply for.

Ms. Gebhard explained her goal of integrated health care, the triple aim, improving the consumer’s experience of care and improving the health of clients.

DIRECTOR'S REPORT/COMMUNICATIONS

Ms. Kaczynski reported that the agency has received a check from Computer Share in the amount of \$20,500. When added to the dividend checks recently received, proceeds have totaled about \$21,700.

North Country CMH recently submitted two grants on integrated care to the Department of Health and Human Services and Ms. Gebhard was instrumental in their authorship.

Ms. Kaczynski thanked everyone for changing the meeting date. She wants to impress upon the Board members that the initial budget approved tonight is reduced by about \$500,000. North Country's revenue source is the Northern Michigan Regional Entity, which holds the Medicaid contract with the state. The reason for the decline in Medicaid is two-fold: a reduction in enrollment, which seems to be related to the number of TANF recipients enrolled (i.e., temporary assistance to needy families, a public assistance category); and the rate structure, which although supposedly unchanged, appeared to be different from the 2015 rate structure. While rates were supposed to be "trended forward" with a 1½% increase, the actual revenue received seems to come with a different rate structure and the actual increase is in the neighborhood of .2%. This is extremely disappointing. We have received word that the State intends to change the rate structure, with the actual changes being implemented over a 2½ year period. Changes will be based on a number of factors, including morbidity and unit cost. While the rates were to be trended forward October 1, 2015, the new rate structure was supposed to be implemented 1/3 effective April 1, 2016, 2/3 by October 1, 2016 and fully by April 1, 2017.

The budget approved tonight represents reductions to programming to come down to the revenue figures given by the NMRE.

QUALITY IMPROVEMENT UPDATES

Ms. Gebhard referred to two stakeholder's surveys that were done. She discussed the summary explanation of who those groups are. The contract providers were also described and named. The good news is that overall satisfaction went up in all stakeholder groups. The individual results for each one of the surveys were also given. The agency has a goal to receive a 3 point or higher on a 4 point scale. On a 5 point scale a 4 point is preferred. She referred to the narrative comments and what was revealing is the stakeholder partners need to be better educated about getting information back to the agency. She is developing a brochure about the referral process. Contract providers appear to be reasonably satisfied. These will now go to the Quality Improvement Council.

NORTHERN MICHIGAN REGIONAL ENTITY

Mr. Ginop indicated that it was requested that the NMRE Board members inquire of their own CMH Board if they would be interested in attending a regular monthly meeting of the NMRE Board to see how it works. A comment was made that it would, in fact, be like having a meeting because each agency would have a quorum. They would need to have a larger facility to hold everyone. NMRE meets the fourth Wednesday of the month. Mr. Marcus indicated that he would attend in October.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Mr. Ginop appointed Ron Iseler to the Personnel Committee.

Mr. Scholl referred the Board members to the Director's evaluation form and asked everyone to complete this form and return it to him. He stressed the importance of providing feedback on the job that the Director is doing in running the agency.

Ms. Kaczynski referred to the Board Association conference in Traverse City and asked that those who wish to attend let Ms. Booth know as soon as possible.

Mr. Boyd provided a report on the September 16th MACMBH Policy Committee Meeting. Items discussed included legislative updates of HB 4674 Assisted Outpatient Treatment Revision; HB 4843 Good Samaritan; SB 444 Critical Incident Stress Management Services; Roads Proposal; FY17 budget; and Michigan Prescription Drug and Opioid Abuse Task Force. Policy updates included Healthy Michigan Waiver update; Spend Down update; Waiver Renewal Update; Certified Community Behavioral Health Clinics and the Health Endowment Fund. The next meeting of these committees is scheduled for November 18th.

MOTION BY KARLA SHERMAN, SECOND BY ROBERT BOYD, TO ADJOURN THE MEETING AT 5:55 P.M. MOTION CARRIED.

Ed Ginop, Board Chair

**CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
BOARD APPOINTMENTS & PROCEDURES COMMITTEE
October 26, 2015**

The meeting was opened at 10:00 a.m. by Committee Chair Bruce Gauthier.

Present: Commissioner Bruce Gauthier, Commissioner John Wallace, Commissioner Chris Brown, Administrator Jeff Lawson and County Clerk Mary Ellen Tryban

Absent: None

CITIZENS COMMENTS – None

Motion by Commissioner Brown, seconded by Commissioner Wallace, to approve the agenda as presented and the minutes of September 29, 2015 as presented. Motion carried.

2016 Salaries for Elected Officials

The committee agreed that the 2016 salaries for the County Commissioners would stay the same.

Discussion continued from the September 29, 2015 meeting regarding salaries and duties for each of the four elected officials', Sheriff, Clerk/Register, Treasurer and Prosecutor. Included in the discussion was whether all should receive the same percentage increase or if each position would be considered separately. The committee's consensus was to make a recommendation and, if the entire Board feels a need for more discussion, the matter could be discussed at the Finance/Business meeting.

Motion by Commissioner Brown, seconded by Commissioner Gauthier, to recommend to the full board a 3.8% salary increase for the Prosecutor, Sheriff, Clerk/Register and Treasurer for 2016. Discussion held. Motion carried unanimously.

Salaries for the County Drain Commissioner and County Surveyor were discussed. For several years the yearly salary for these two positions has been \$600.

Motion by Commissioner Wallace, seconded by Commissioner Brown, to recommend to the full board an annual salary of \$800 for the County Drain Commissioner and County Surveyor for 2016. Motion carried unanimously.

Motion by Commissioner Wallace, seconded by Commissioner Brown, to adjourn. The meeting was adjourned at 10:45 a.m.

Mary Ellen Tryban, County Clerk/Register



**Cheboygan County Fair
Board Meeting
September 14th, 2015
CheboyganCountyFair.Com**



FOLLOW US ON FACEBOOK!

1. Call to order:

President Chuck Robiadek called the meeting to order at 6:30 PM in the Commissioners Room at the County Building.

DIRECTORS PRESENT: Chuck Robiadek Matt Horrocks Ron Fenlon
Keith Kwiatkowski Ron Williams Kelsey Kennedy
Colette Andres John Brown Jr. Steve Sanford

DIRECTORS ABSENT: Beth Buhr (E) Darl Taylor Nate Howell (E)

**FAIR MANAGER &
OFFICERS:** Dan O'Henley Terry Drake Lisa Duncan

2. PLEDGE OF ALLEGIANCE TO THE FLAG was recited by all.

3. ROLL CALL was taken by Lisa Duncan.

4. APPROVAL OF AGENDA – Additions/Deletions.

MOTION by Matt Horrocks, seconded by John Brown to approve the agenda with the addition of Dave Orr from BKC Ins. **MOTION CARRIED**

Dave Orr talked about 'property and liability insurance' covering all of the buildings, 'premise liability' for anything that happens on the fairgrounds, 'directors and officers liability' insurance, 'workers comp. insurance', and 'excess liability coverage'.

A lot of discussion and questions. The proposals given to Chuck Robiadek go over pretty much everything in detail.

5. PUBLIC COMMENT

NONE

6. MINUTES – Minutes of the August 3rd, 2015 Fair Board Meeting were presented.

MOTION by Ron Williams, seconded by Matt Horrocks to approve these minutes as presented.

MOTION CARRIED

7. TREASURERS REPORT:

MOTION by Matt Horrocks, seconded by John Brown Jr., to TABLE the treasurer's report until October.

MOTION CARRIED

8. MANAGER'S REPORT:

- Dan O'Henley said there was not a lot to report, everything has been put away.

9. COMMITTEE REPORTS:

- Terry reminded all committees to fill out and turn in their volunteer hours form.
- Grand Stand committee: Ron Fenlon would like to have a Mud Bog on Sat. October 17th, with a start time of 12 noon and \$5 gate fee.

MOTION by Matt Horrocks, seconded by Ron Williams, to have a Mud Bog in the grand stands on October 17th. **MOTION CARRIED**

10. OLD BUSINESS:

- Fair Review
 - A letter written by Lisa Wheelock and Kim Drake was read by the Secretary; essentially the letter outlined complaints, problems, issues they had observed during fair week. Dan O'Henley stated not once was he told of anything like this going on, and tonight (almost 6 weeks after fair) was the 1st time he had heard there were any issues. There were no police reports filed; no board members were made aware of these issues at the time they were reportedly taking place.
- Budget Meeting was set for Monday Sept. 28th 5:30 pm at the Fairgrounds.
- Agricultural Society:
 - Nomination committee was appointed: Chuck Robiadek, Nate Howell and John Brown Jr.
 - Two open seats: 1 year term for Don Spray's seat and 2 year term for recently resigned board member Dan Frazier.
 - Four seats up for re-election: Matt Horrocks, Colette Andres, Keith Kwiatkowski and Ron Williams.
 - The secretary read off the list of names of those current ag members that need to pay dues.

11. NEW BUSINESS:

- NONE

12. PUBLIC COMMENT:

- Kudos to Megan Fenlon for all her hard work on the Free Lunch program during fair week and 50/50 raffle ticket sales, both numbers were way up due to her diligence.

13. MOTION TO ADJOURN

MOTION by Keith Kwiatkowski, seconded by Ron Williams, to adjourn.

MOTION CARRIED

Meeting adjourned at 7:40 PM

At the October 5th, 2015 meeting:

MOTION by Darl Taylor, seconded by Beth Buhr, to approve these minutes as.

MOTION CARRIED

Submitted by
Lisa Duncan
Fair Board Secretary



**Cheboygan County Fair
Board Meeting
October 5th, 2015
CheboyganCountyFair.Com**



FOLLOW US ON FACEBOOK!

1. Call to order:

President Chuck Robiadek called the meeting to order at 6:30 PM in the Commissioners Room at the County Building.

DIRECTORS PRESENT:

Chuck Robiadek	Matt Horrocks	Darl Taylor
Beth Buhr	Nate Howell	Ron Fenlon
Ron Williams	Kelsey Kennedy	Colette Andres
John Brown Jr.	Steve Sanford	

DIRECTORS ABSENT: Keith Kwiatkowski (E)

FAIR MANAGER &

OFFICERS: Dan O'Henley Terry Drake Lisa Duncan

2. PLEDGE OF ALLEGIANCE TO THE FLAG was recited by all.

3. ROLL CALL was taken by Lisa Duncan.

4. APPROVAL OF AGENDA – Additions/Deletions.

MOTION by Beth Buhr, seconded by Steve Sanford to approve the agenda with the addition of Jeff Lawson and Pete Redmond to discuss Fairground ownership. **MOTION CARRIED**

President Chuck Robiadek opened up the floor for questions.

A lot of discussion on Act 11 vs. Act 80 and what guidelines the County must follow as a government municipality. Legally the fairgrounds need to be either one or the other; there is no gray area in this matter. Either the fair board goes financially independent of the county (Act 80) or the deed is transferred over to the county (Act 11), with fairground operations continuing to run as in the past.

5. PUBLIC COMMENT

MOTION by Ron Williams, seconded by Beth Buhr to hire the Lioness Club and 4-H PEP club to run the open class exhibit building again for the 2016 fair. **MOTION CARRIED**

6. MINUTES – Minutes of the September 14th, 2015 Fair Board Meeting were presented.

MOTION by Darl Taylor, seconded by Beth Buhr to approve these minutes as presented. **MOTION CARRIED**

5 minute recess was called for.

7. TREASURERS REPORT:

The treasurer gave her report.

MOTION by Ron Williams, seconded by Beth Buhr to approve the treasurer's report as presented. **MOTION CARRIED**

8. MANAGER'S REPORT:

- Dan O'Henley stated there was not too much going on.

9. COMMITTEE REPORTS:

- Advertising Committee:

Ron Williams stated there was a lot of positive feedback on Face Book regarding the upcoming Mud Bog.

10. OLD BUSINESS:

MOTION by Ron Fenlon to sign the title of the fairgrounds over to the county, and start the process of becoming an Act 11, seconded by Kelsey Kennedy, third by Steve Sanford.

Ron Williams asked for discussion regarding adding additional terminology to the deed that would protect the intentions of the land donors. The board agrees to this as part of the motion. **MOTION CARRIED**

Roll call vote was taken:

President Chuck Robiadek made it known that his vote was nay, however the presidents vote only counts in a tie, so the motion passed with 3 nays, 7 yays, 1 absent, 2 empty seats.

Additional verbiage on deed discussion:

Reaffirm that the property goes back to the Agricultural Society if there is no annual fair.

Grounds are always available for public family fun, public use etc.

11. NEW BUSINESS:

- NONE

12. PUBLIC COMMENT:

- NONE

13. MOTION TO ADJOURN

MOTION by Nate Howell, seconded by Beth Buhr, to adjourn.

MOTION CARRIED

Meeting adjourned at 7:40 PM

At the November 2nd, 2015 meeting:

MOTION by Nate Howell, seconded by John Brown Jr., to approve these minutes as presented.

MOTION CARRIED

Submitted by
Lisa Duncan
Fair Board Secretary

REGULAR MEETING OF THE CHEBOYGAN COUNTY ROAD COMMISSION OCTOBER 1, 2015

Chairman J. Johnson called the Regular Meeting of the Cheboygan County Road Commission to order at 9:00 A.M.

Clerk D. Stempky took roll call and a quorum was present

Pledge of Allegiance was recited

PRESENT: J. Johnson, D. Brown, C. O'Connor, R. Chadwick, K. Paquet, Engineer/Manager B. Shank and Clerk D. Stempky

VISITORS: C. Procknow, J. Moore, T. Matelski, F. Cribb, C. Veneros, G. Archambo, M. Donovan, M. Ennes, G. Wolfram, B. Hartwig, T. MacArthur, M. Stomps, K. Hahn, T. Horrocks, R. Knight, R. Crawford, R. Smith and T. Smilinski (DNR)

MOTION by D. Brown seconded by K. Paquet to approve minutes of last regular meeting of 9/17/2015 as mailed. 5 Yeas **CARRIED**

MOTION by K. Paquet seconded by R. Chadwick to approve for payment current payroll voucher #15-38-\$64,083.21 and accounts payable voucher #15-39-\$234,098.90. 5 Yeas **CARRIED**

MOTION by D. Brown seconded by R. Chadwick to approve agenda as presented. 5 Yeas **CARRIED**

B. Hartwig asked if the lines at Old 27 and M68 could be painted this year. Was noted pavement markings are in next years budget.

MOTION by K. Paquet seconded by C. O'Connor to approve the hiring of 4 temporary part time drivers for winter maintenance. 5 Yeas **CARRIED**

Mechanic has been hired, Nick Wilson, giving his present employer two weeks notice before he starts.

MOTION by D. Brown seconded by K. Paquet to receive and file the following incoming correspondence: Township Meeting Minutes: Ellis 8/11/15, Koehler 8/10/15, Aloha 7/13/15 and 8/10/15, Munro 9/8/15, Tuscarora 9/1/15 and Mullett 9/1/15; County Board of Commissioners Meeting minutes of 8/11/15 and 8/25/15. 5 Yeas **CARRIED**

Engineer/Manager Shank Update:

- S. Straits Hwy paving is progressing.
- M & M will be redoing some of Black River Road from the fire hall and then south 2,000 feet.

MOTION by K. Paquet seconded by C. O'Connor to approve Management to look at placing pavement markings at the intersection of Old 27 and M68 at a cost not to exceed \$1,000.00. 5 Yeas **CARRIED**

K. Paquet commented he was contacted by someone that is possibly interested in purchasing the Cheboygan Garage being the Port is moving forward. Johnson noted that individual should send the Road Commission a formal letter of interest and we can move forward after received.

MOTION by K. Paquet seconded by D. Brown to go into public hearing at 9:15 a.m. to discuss the transfer of jurisdiction of the right-of-way for the platted portion of Parrot's Point Road Access to Koehler Township per the request of Koehler Township. Roll call: O'Connor-yes, Chadwick-yes, Johnson-yes, Paquet-yes, Brown-yes **CARRIED**

PUBLIC HEARING OF THE CHEBOYGAN COUNTY ROAD COMMISSION OCTOBER 1, 2015

Public Hearing was called to discuss the transfer of jurisdiction of the right-of-way for the platted portion of Parrott's Point Road Access to Koehler Township per the request of the Koehler Township Board.

Chairman J. Johnson noted each individual will have 3 minutes for public comment to address the Board and not other individuals in the room.

Engineer/Manager Shank stated the following:

- Petition, survey and title searches were completed
- Notices were sent to Residents, Township, DNR, County and State of Michigan as required
- Advertisements were properly placed
- One correspondence was received from DNR in agreement as long as kept open to public and access to lake and if Township cannot maintain then revert back to the Road Commission

MacArthur, Attorney for Koehler Township, noted the steps have all been completed by Township to request the transfer of jurisdiction.

Russell Crawford, Koehler Township Supervisor, commented a fence was placed on the easement line and trees were cleared on the portion the Township was previously given jurisdiction to. Township plans to complete the same work on the platted portion if the platted half is transferred to the Township. Resident on the unplatted side are good with what was completed. Hoping to make better access to lake and make grade to access better in future.

M. Stomps, resident is happy with what was done on the unplatted portion of Parrott's Point public access and if that is what the Township plans to do with the other half he feels is a good situation to help with access to lake.

No other comments

MOTION by K. Paquet seconded by C. O'Connor to close public hearing for Parrott's Point Road Access at 9:25 a.m. return to regular session. 5 Yeas **CARRIED**

Return to regular session at 9:25 a.m.

MOTION by K. Paquet seconded by C. O'Connor to transfer jurisdiction of the right of way for the platted portion of Parrott's Point Road access to Koehler Township per the request of Koehler Township presented as follows:

The west 33 feet of the following description: Beginning at a concrete monument at the Southeast corner of Lot 23 in the Plat of Tiffany Park in Section 4, T35N-R2W, thence N2°47'00"E along the East line of Lot 23 a distance 157.63 feet (recorded as 157.60') to a concrete monument on a traverse line on the shore of Mullett Lake; thence

S68°03'55"E along said traverse line 69.87 feet to an iron pipe; thence S2°47'00"W 135.26 feet to a bar & cap #41099; thence N86°44'34"W 66.00 feet to the POINT of BEGINNING. Subject to and including easements, restrictions and reservations of record, if any. Sidelines extend to the water's edge of Mullett Lake.

Roll call: Chadwick-yes, Johnson-yes, Brown-yes, Paquet-yes, O'Connor-yes **CARRIED**

REGULAR MEETING OF THE CHEBOYGAN COUNTY ROAD COMMISSION OCTOBER 1, 2015

Engineer/Manager distributed information for next meeting to discuss and vote on whether we are in favor if CRASIF Board changing to a mutual company.

MOTION by D. Brown seconded by C. O'Connor to go into public hearing at 9:30 a.m. to discuss the transfer of jurisdiction of the right of way for Lynn Drive Access to Koehler Township per the request of Koehler Township Board. Roll call: Johnson-yes, Brown-yes, Paquet-yes, O'Connor-yes, Chadwick-yes **CARRIED**

PUBLIC HEARING OF THE CHEBOYGAN COUNTY ROAD COMMISSION OCTOBER 1, 2015

Public hearing is being held to discuss the transfer of jurisdiction of the right of way for Lynn Drive Access to Koehler Township per the request of Koehler Township Board.

Engineer/Manager Shank stated the following:

- Petition, survey, title search and fee collected were completed
- Notices were sent to property owners, County, DNR, Township and MDOT as required
- Advertisements were placed as required
- One correspondence was received from DNR in favor of the transfer as long as kept open for public use and access to lake and if the Township at any time cannot maintain to revert back to the Road Commission.
- North side resident called and objects to a fence being put up as well as south side resident
- Consent judgment has provisions for drain field and well pit, which the Township would have to accept if jurisdiction is transferred.

R. Smith, resident Lynn Drive objects to the transfer and feels parking is a problem in winter, used to be no parking signs but those have been removed. He cuts grass and maintains currently. Presented letter form residents that object to transfer as well. Feels the public knows where the boundaries currently are and not need to erect fences and such or transfer jurisdiction.

T. MacArthur, Attorney for Koehler Township stated the Township is aware of the consent judgment and that follows the land, Township is aware of those issues.

R. Knight, stated there have been complaints from users, including himself when using area, have been told not public access and private property even with the cement markers in place. Township is hoping to stop the controversy and clearly mark what is public access.

G. Wolfram, resident, monuments were placed to show the area, but home owners are still planting trees and bushes in the road right of way. Support of the transfer to Township

R. Crawford, Koehler Township Supervisor, Township is looking to improve the access. Property Owners have placed objects over the markers so the public cannot see where the access is.

Tim, DNR, in favor the transfer request as long as kept open for public use to lake. If the Township cannot maintain then revert back to the Road Commission.

MOTION by K. Paquet seconded by D. Brown to close public hearing on Lynn Drive and return to open session at 9:50 a.m. 5 Yeas **CARRIED**

Return to regular session at 9:50 a.m.

Chadwick commented it sounds like it doesn't seem to matter who has jurisdiction there will be issues

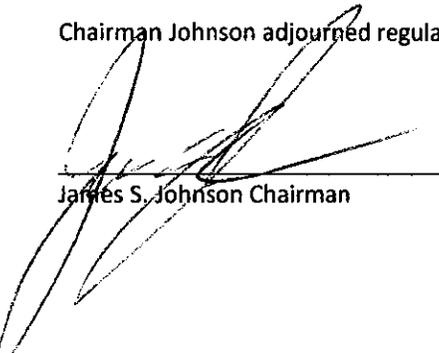
MOTION by C. O'Connor seconded by R. Chadwick to transfer jurisdiction of right of way for Lynn Drive access to Koehler Township at the request of Koehler Township as follows:

COMMENCING AT THE CONCRETE MONUMENT AT THE NORTHEAST CORNER OF LOT 1 OF THE PL AT OF STEWARTS SANDY BEACH IN SECTION 9, T35N, R2W, KOEHLER TOWNSHIP, CHEBOYGAN, MICHIGAN; THENCE N30°12' 00"E 41.44' ALONG THE EXTENSION OF THE WEST LINE OF LYNN DRIVE TO THE POINT OF BEGINNING OF A 66' WIDE ROADWAY HAVING A CENTERLINE DESCRIBED AS: THENCE N 87° 56' 04"W 140', MORE OR LESS, TO THE WATER S EDGE OF MULLETT LAKE. SIDELINES ARE TO LENGTHEN OR SHORTEN AS NEEDED TO EXTEND FROM LYNN DRIVE RIGHT OF WAY AS EXTENDED TO THE SHORE OF MULLETT LAKE. BEING PART OF SECTION 9 AND SECTION 4 OF T35N, R2W, KOEHLER TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN.

Roll call: Johnson-no, Brown-yes, Paquet-no, O'Connor-yes, Chadwick-yes

CARRIED

Chairman Johnson adjourned regular meeting at 9:50 a.m. being no further business to come before the Board.



James S. Johnson Chairman



Dana S. Stempky, Clerk

REGULAR CITY COUNCIL MEETING
September 22, 2015

The Regular City Council Meeting was called to order by Mayor Bronson in the Council Chambers at City Hall at 7:00 p.m.

Roll Call:

Present: King, Riddle, Couture, Lavender, Bronson and Temple

Absent: Kwiatkowski

Councilman King led the Pledge of Allegiance to the Flag.

Councilman King moved to excuse Councilwoman Kwiatkowski; supported by Mayor Pro Tem Couture. Motion carried unanimously.

Approval of Agenda, and Receive and File all Communications:

Mayor Pro Tem Couture moved to approve the Agenda and receive and file all communications; supported by Councilman Temple. Motion carried unanimously.

Approval of Prior Meeting Minutes – September 8, 2015:

Mayor Pro Tem Couture moved to approve the City Council meeting minutes of September 8, 2015 as presented; supported by Councilman King. Motion carried unanimously.

Department, Board & Commission Reports:

- **Department of Public Safety Statistics, August 2015** – Councilman King inquired on the year-to-date “stolen property” statistic noting it is up quite a bit from “0” in 2014 to “20” in 2015. Director of Public Safety Jones stated he will look into this. Councilman Temple inquired as to “car assist”. Director Jones stated a majority are unlocks, adding it sometimes could be taking somebody to get gas, a tire, etc.

General Business:

- **Consideration to Take Proposals – Repair of Wall Facing Festival Square Attached to Beckett Building** - City Manager Eustice stated Council has a photo copy of this wall, noting last year the City did a survey on the property which showed the exterior wall, which may possibly be an old firewall, on City property. He has had discussion with City Attorney Stephen Lindsay and City Attorney Lindsay agrees that the wall is the City’s responsibility. City Manager Eustice informed Council the wall is starting to deteriorate. He noted that quotes were obtained last year for painting the surface, but he feel it needs much more than just paint or recoating, as the bricks are starting to crumble. He thinks it’s time the City looks at repairing and cleaning it up. City Manager Eustice went on to state he is asking to take proposals, further stating he does not have the specifications written on the wall repair yet because City Engineer James Granger will assist on this this coming week, as far as what he thinks is the best way to repair the wall. He informed Council that a possibility is to secure a wire mesh to the façade of the building and then coat with a stucco type finish. It is possible, but very unlikely, that the wall could be removed; however, they are not sure what is behind the wall noting the wall is relatively thick. Also, the City would have to repair/seal the roof, as part of the issue with the wall deteriorating is that water came in behind it. Preliminary repair costs obtained by former City Manager Stuart was approximately \$15,000.00.

Regular City Council Meeting – September 22, 2015

City Manager Eustice informed Council that he, DPS Director Jones and City Engineer Granger will meet this week to prepare to send out requests for proposals. He noted that although this is not something we have to fix, but it is close to needing to be fixed soon. Mayor Bronson inquired if it looks like the wall is pulling away from that building. City Manager Eustice replied he thinks the wall is okay, although there are some bricks that are starting to crumble, especially at the west end. Councilman Temple asked if this is a City responsibility because it's a firewall to old Rivertown Cargo building. City Manager Eustice responded basically yes, stating he believes it was a firewall before the old Woolworth building was put up, noting there was a building there before the Woolworth building and thinks this wall was a firewall back in the 1940's. Councilman Temple commented there was a telephone company building located there. Councilman King commented on the possibility of two or three layers before block. Councilwoman Riddle stated the City Manager mentioned stucco on the wall, noting there is a safety brick product (like on the building just south of the Rivertown Do-It Center) that looks and acts like brick. She stated her concern is that stucco is pretty high maintenance and doesn't weather very well. City Manager Eustice commented on the use of cement board, adding Chief Jones suggested re-bricking it up even to the existing brick wall. Mayor Bronson said there may be some structural issues to look at. City Manager Eustice stated City Engineer Granger will advise the City, adding it may be cost prohibitive to fix the wall. Mayor Pro Tem Couture asked if the City Manager will wait to get the report from the City Engineer before sending out the request for proposals. City Manager replied yes. Councilman Lavender asked if the City Engineer will also look into tearing it down. City Manager Eustice responded yes, if possible. Mayor Bronson explained that some of the buildings downtown use common walls.

Councilman King moved to approve the taking of proposals to repair the wall facing Festival Square attached to the Beckett building; supported by Councilman Temple. A roll call vote was taken; motion carried unanimously.

Public Comments:

- **Consumers Energy Presentation – Smart Meters** - Mr. Dennis McKee of Consumers Energy addressed the Mayor and City Council regarding the “smart meters”. He stated he and Kathryn Burkholder, his colleague, do outreach for the Smart Energy Program. Consumers Energy is updating their electric meters across the State and have updated about 650,000 since 2012. The reason they are updating the electric meter is because the meters they have on homes right now don't tell us anything unless you put a person in a vehicle, drive to the home, look at the meter, punch in the numbers and so forth. The new meters have the capability of sending a text type message to Consumers letting them know how much electricity each customer has used. Mr. McKee went on to state this is not only great for Consumers Energy but also for its customers because it gets us away from estimated meter reads. He explained Consumers Energy will be sending out notices to the residents of Cheboygan over the next few weeks. Mr. McKee then stated the new meters allow them to provide access to their customers online, and the customer can go online and check their energy each month, if they want to, and get a better idea of what their bills are going to be before they arrive. Finally, in 2016 the meters will have the capability of contacting Consumers Energy to let them know where the power outages are, as of right now they depend on the customers calling Consumers Energy to let them know. This will allow Consumers Energy to restore service more efficiently and sooner and provide better service to its customers. Mr. McKee then showed the Mayor and City Council the blue cards that will be sent out to their customers about 30 days in advance that they will be getting a meter and then two weeks in advance the

Regular City Council Meeting – September 22, 2015

customers will receive a public safety letter letting the customers know that the employees drive a white Ford Focus, wear employee ID's and brightly colored safety clothing – they look like utility folks. There is also information as to where they can call for more information or where they can get more information on-line. On the day the customer receives a new meter, Consumers Energy leaves a brightly colored door hanger informing them they received a new meter; if for some reason they were not able to complete installation, a blue door hanger will be left. Mr. McKee stated he will leave brochures for the audience members, also. He noted Consumers Energy is the first large utility in the United States to use the cellular system. The meter sends a text type message letting them know how much electricity each customer has used but it does not send any personal information, as it uses an assigned premise number for the meter. The customer will also be able to go on-line and check energy usage by the hour; giving the customer the opportunity to see where they can save energy. Mr. McKee stated there is a map showing where Consumers Energy will be installing the new meters and when. Councilman King asked what kind of message someone gets if they are away and the power goes out. Mr. McKee stated this notification will be incorporated into the program but does not know exactly when it will be available. Ms. Trudy Lofgren asked if it was true that if a customer is using too much electricity in one area that it will be shut off. Mr. McKee responded no, this is a myth, adding the same with the government using a remote for turn on/turn off capability of a meter to control energy users. He noted Consumers Energy does have the capability of assisting its customers when they move in or out of a home, as it will be quicker because of the remote turn-on/turn-off capability. Councilman Lavender asked in the event of a fire, in which a fire department responds, can Consumers Energy remotely shut off the power to that house. Mr. McKee replied they are working on the procedure whereby they would get a notification from Central Dispatch letting them know of a fire at a particular address. Again, this was not part of Consumers Energy original plan, but they are looking at that capability and does not know when this would be in place and is not certain it will be in place for all central dispatch areas. Mr. McKee then left business cards for those interested in contacting him.

- **Downtown Hanging Planter Baskets** - Ms. Trudy Lofgren commented on the condition of the hanging planter baskets and suggested that if we are going to stop watering them that they be taken down immediately. She then inquired who decides to stop watering, as she feels there was a lot of life left in the baskets. City Manager Eustice stated Parks & Recreation Director Scott Hancock made the decision to stop watering, noting they deteriorated a lot over the weekend with the cooler nights.

City Clerk's and Treasurer's Comments:

- **Annual City Audit** – Clerk/Treasurer Kwiatkowski commented he is still trying to schedule the annual City audit, due to quite a few projects that came his way. He hopes to schedule the field work in the next couple of weeks. Mayor Bronson asked if the accounting firm has been here before. Clerk/Treasurer Kwiatkowski replied no, and expects it to be more involved.

City Manager's Report:

- **Cheboygan Brewing Company Expansion** – City Manager Eustice presented a drawing stating the Cheboygan Brewing Company wants to expand, explaining they want to add a cooler on the north end of the property and a 458 square foot addition on the backside in the current fenced in area. He went on to state the architect and contractor came to him Friday with the site plan and he took it to the Planning Commission at their meeting last night, as an addition to the agenda. City Manager Eustice noted that a structure addition can be done as a site plan change pursuant to Ordinance. The Planning Commission reviewed the change and made a motion to table it due to

Regular City Council Meeting – September 22, 2015

not enough information because the sewer system/manhole has to be moved 15 feet and the drawing did not indicate where it would be relocated to. The contractor and architect today have since indicated where the new location is and he would like to take it back to the Planning Commission at a special meeting. They are looking to expand this property as quickly as they possibly can as they have equipment ordered. City Engineer James Granger will review the amendment and the relocation of the sewer system. Once the Planning Commission meets and makes a recommendation to Council, City Manager Eustice stated he would like to have a special Council meeting to act on the amendment because the next regular City Council meeting is not until October 13. Mayor Bronson inquired as to the architect and planner. City Manager Eustice replied the architect is Trinity Architecture of Gaylord, Michigan and the contractor is L & L Contracting, who is local. Mayor Bronson commented on the relocation of the sewer. City Manager Eustice stated this will be somewhat of a delicate change because there are three business on Main Street that essentially dump into the sewer system on the Brewing Company's property. He noted that Mr. Chuck Robiadek is the excavator who previously did the original sewer change and will also do this change. One of the customers is the Dairy Queen, which can't be without sewer for any length of time. Mr. Robiadek believes he can do this relocation within a three to four hour period early in the morning. City Manager Eustice stated it is unusual to have private leads go into the same system before going into the main sewer. The other sewer customers are United Design Associates and Dr. Alessi's office, which are not big users. Mayor Bronson asked the City Manager to keep Council informed in the event a special meeting is needed. City Manager Eustice replied he will, adding business expansion is a good sign.

- **Bois Blanc Township Port Property Purchase** - City Manager Eustice informed Council the survey has been completed and it was given to the Township yesterday, so he has received no feedback. Mayor Bronson asked if the Township has all the environmental documentation that they requested. City Manager Eustice replied the Township's attorney has had this information for about three weeks.
- **Sidewalk Completion in Front of Opera House** – City Manager Eustice reported the sidewalk in front of the Opera House is basically complete. They are hoping to open the entrance (ramp) into the parking lot up tomorrow or Thursday. Councilman King inquired about the drain repair in the parking lot. City Manager Eustice answered the basin was leaking, which was repaired, and then the parking lot area around the drain patched with asphalt. Councilman King also inquired on the repair at the corner of Main and Lincoln. City Manager Eustice replied MDOT has agreed to repair that, in addition to placing signs on the crosswalks near Festival Square. Mayor Bronson inquired as to a school traffic re-route when the intersection work is done. City Manager Eustice stated he will have to look at this with Chief Jones and MDOT, noting there may be one lane open to traffic.

Messages and Communications from Mayor and Council Members:

- **Western Avenue Water Leak** – Councilman Temple inquired about the cones remaining around the water leak that was on Western Avenue between Division Street and Hancock Street, stating the street repair appears to have fallen a little. City Manager Eustice stated he will inquire on this with DPW Director Karmol.
- **Let Water Run** – Councilwoman Riddle stated she noticed in the City Review, the notice on the Let Water Run/Water Service Freezing Policy, asking if they are supposed to start letting water run on October 25. City Manager Eustice pointed out the October 25, 2005 date is the effective date of the policy. Councilwoman Riddle asked if postcards will be sent out if there is a mandatory water run. City Manager Eustice stated he will check with DPW Director Karmol.

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- **Ball Street & Mackinaw Avenue Re-Pave** - Councilman Temple commented on the condition of the corner of Ball Street and Mackinaw Avenue, asking is something can't be done. City Manager Eustice replied this area should be cut-out and patched, although it is not on the schedule. He will speak to DPW Director Karmol on this. Mayor Pro Tem Couture stated he thinks gravel was put in, like they did on the corner of the alley by his home which worked for a little while but is now bad again.
- **Locust Street Re-Pave** – Mayor Bronson asked if the Straits Area Federal Credit Union plans to re-pave Locust Street next week. City Manager Eustice replied yes and believes they will begin on Monday, September 28. He stated the drive-thrus will be shut down on Friday, September 25 and the buildings removed and there will be no drive-thru service while Locust Street is being repaired.
- **Lincoln Avenue, 4-Way Light** – Councilman King commented on the traffic at the high school and middle school, inquiring as to a four-way light on W. Lincoln Avenue at Loomis Street that would only come on certain times, noting there have already been a couple of accidents there. DPS Director Jones replied that option would be very costly to the City. Councilwoman Riddle asked if there is any way to re-route traffic down Loomis Street to alleviate traffic on W. Lincoln Avenue. DPS Director Jones answered last year he presented some options to the School Superintendent but the School has taken no action. Mayor Pro Tem Couture commented he does not feel this is a big deal. Councilman Temple stated he picks up his grandkids and does not see where anyone has a problem.
- **911 Tower in Mackinaw City** - Mayor Bronson commented he is on the 911 Board and the new 911 tower, being 350 feet tall, in Mackinaw City is almost complete, which provides service for Mackinac Island and St. Ignace. He noted that the Michigan State Police are now interested in placing some of their equipment on this tower. The dedication of the tower should take place next month.

Adjournment:

Councilman King moved to adjourn the meeting at 7:49 p.m.; supported by Councilman Temple. Motion carried unanimously.

Mayor Mark C. Bronson

Clerk/Treasurer Kenneth J. Kwiatkowski

Councilman Joseph Lavender

Councilwoman Winifred L. Riddle

Councilman Vaughn Temple

Councilman Nathan H. King

Mayor Pro Tem Nicholas C. Couture

Councilwoman Betty A. Kwiatkowski

SPECIAL CITY COUNCIL MEETING
September 29, 2015

The Special City Council Meeting was called to order by Mayor Bronson in the Council Chambers at City Hall at 1:00 p.m.

Roll Call: Bronson, Couture, Kwiatkowski and Riddle

Absent: Lavender, Temple and King

Consideration of Appointment of James Granger to the City of Cheboygan Port Commission, Term to Expire November 14, 2016:

City Manager Eustice stated there is a vacancy on the Port Commission, which was vacated by Mayor Pro Tem Couture, who resigned. It is a five member Commission and we currently have four members. The position that Mr. Granger would fill is a one year term, which will expire November 14, 2016. Three members are at large members with staggered terms of one year, two years and three years. Mayor Pro Tem Couture asked if there were more applicants or just a recommendation. City Manager Eustice stated there was interest from two people, one being a Durocher Marine employee. The Port Commission thought an appointment from Ryba Marine or Durocher Marine would be a conflict of interest as the Commission will be making decisions that might bring these companies business. City Manager Eustice noted the individual from Durocher Marine that had an interest was Mr. Mark Hendrickson. He has told Mr. Hendrickson that it would be very beneficial for him to attend Port Commission meetings, at least. He went on to state that Mr. Granger had expressed interest after reading an article in the newspaper.

Councilwoman Riddle moved to appoint James Granger to the City of Cheboygan Port Commission, term to expire November 14, 2015; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

Consideration of an Amendment to the Original Site Plan for Cheboygan Brewing Company, LLC:

City Manager Eustice stated Council has a copy of a site plan, noting the request is basically a site change, as the Cheboygan Brewing Company, LLC went through site plan review when they built. The Ordinance allows for additions to commercial properties based on a site change. This request was taken to the Planning Commission on September 21, but it was tabled by the Commission because of the re-routing of the sewer line, and concerns that the building would actually sit on the sewer line. He informed Council that the sewer line services the Dairy Queen and United Design Associates. The Brewing Company's architect re-routed the sewer line, which added an elbow. DPW Director Karmol looked at this and does not feel it is going to be a concern that there will be two 45 degree elbows in the sewer line, because the straight pipe is quite a distance. City Manager Eustice then stated the Planning Commission acted on this request at a special meeting held September 28, 2015 and recommends to Council the final approval of the site change. If this is approved today, the City can then issue a Land Use Permit and the Brewing Company can move forward. He then stated there are really no other issues and parking remains the same in the rear of the building.

Councilwoman Riddle inquired as to green space. City Manager Eustice explained there is green space where the cooler is and where the storage addition is the property is fenced in right now because this is where they currently store empty kegs, adding it has a hard surface floor. They are going to remove

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the fence and add to the building. City Manager Eustice informed Council that the Brewing Company needs to expand yet this year, commenting it is a tourist attraction.

Mayor Bronson asked DPW Director Karmol if he had any comment. DPW Director Karmol stated he thinks this is the best compromise with the situation that we have, but ideally if we had to start over every commercial property should have their own leads/own sewage. He would like to see every commercial and residential property have their own lead and not be able to impact one another negatively.

Mayor Pro Tem Couture moved to approve the amendment to the original site plan for Cheboygan Brewing Company, LLC; supported by Councilwoman Riddle. A roll call vote was taken; motion carried unanimously.

Adjournment:

Councilwoman Riddle moved to adjourn the meeting at 1:17 p.m.; supported by Mayor Pro Tem Couture. Motion carried unanimously.

Mayor Mark C. Bronson

Clerk/Treasurer Kenneth J. Kwiatkowski

Councilman Joseph Lavender

Councilwoman Winifred L. Riddle

Councilman Vaughn Temple

Councilman Nathan H. King

Mayor Pro Tem Nicholas C. Couture

Councilwoman Betty A. Kwiatkowski

REGULAR CITY COUNCIL MEETING
October 13, 2015

The Regular City Council Meeting was called to order by Mayor Bronson in the Council Chambers at City Hall at 7:00 p.m.

Roll Call:

Present: Lavender, Bronson, Temple and King

Absent: Riddle, Couture and Kwiatkowski

Mayor Bronson led the Pledge of Allegiance to the Flag.

Approval of Agenda, and Receive and File all Communications:

Councilman Temple moved to approve the Agenda and receive and file all communications; supported by Councilman King. Motion carried unanimously.

Councilwoman Kwiatkowski entered the meeting at 7:02 p.m.

Approval of Prior Meeting Minutes:

▪ **Regular City Council Meeting Minutes – September 22, 2015.**

Councilman Lavender moved to approve the Regular City Council Meeting Minutes of September 22, 2015 as presented; supported by Councilman Temple. Motion carried unanimously.

▪ **Special City Council Meeting Minutes – September 29, 2015.**

Councilman King moved to approve the Special City Council Meeting Minutes of September 29, 2015 as presented; supported by Councilwoman Kwiatkowski. Motion carried unanimously.

Communications and Petitions:

▪ **Presentation – Digital Works – Ms. Christi Cross and Mr. Bud Darnell** – City Manager Eustice stated Ms. Christi Cross and Mr. Bud Darnell are here to speak about the new Digital Works program that is underway in the old junior high building. Mr. Bud Darnell stated much of what they have worked on for the past years has always been out in the future; this is really exciting because it's today. Ms. Cross has been hired as the manager of the Digital Works program. Ms. Cross distributed brochures to the Council and thanked the Council for letting her speak. She stated there was an article recently in the *Cheboygan Daily Tribune* and a story also was done by 9&10 News. Ms. Cross went on to explain that Digital Works is a digital learning training module used by its parent company, Connected Nation, connectednation.org, which is a non-profit organization that is a leading technology organization that promotes broadband use, promotes access use, and encourages use in rural communities trying to get technology advances out there. Digital Works is actually a training program, is free for anyone, and is a four to six week program with ten participants at a time. They started the first class the first part of October which will run to about November 20 and then they will be considered Digital Works training graduates. With that label, Connected Nation is affiliated with over 65 national companies that promote IT jobs, as well as teleworking jobs. This is not telemarketing jobs. Teleworking is using technology in your own house and working for a company that is not bricks and mortar here in Cheboygan. Ms. Cross went on to say the best way she can describe it is that it is similar to the Michigan Works Talent Bank, except Digital Works has access to the IT factor. She added they are taking job seekers to the companies. She is getting ready to start another class at the end of October, which will bring the participant count up to 20, with the goal that

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the people that participate in the program will have a job at the end of six weeks. There is such a demand for teleworking now and companies realize that outsourcing is not the answer. So they are insourcing who needs jobs – people in rural communities. Ms. Cross then mentioned some of the several IT companies they are affiliated with. Digital Works is trying to promote sustainable economic growth in rural communities, so that money is spent locally. Ms. Cross informed Council she is employed with Connected Nation, which is based in Kentucky. Mr. Bud Darnell interjected Ms. Cross currently has ten students and every five to six weeks she will be adding ten more. At the end of the year they could produce well over 100 jobs in Cheboygan County, which is a phenomenal thing. Mr. Darnell went on to state the jobs, generally speaking, are considered by the people to be a little bit of a step up. If a person does not have high speed internet at home then they will go over to the Education Center where stations are set up. All calls are incoming and are customer service for these companies, adding JC Penney is now one of the companies. Mr. Darnell explained they go to the companies informing them they have ten people with 144 hours of training, stating we will manage them but they are going to work here in Cheboygan, Michigan either in our Center or their home. We will also assist them with questions. The starting pay is \$11.00 to \$12.00 an hour, with many of the companies providing benefits. The paychecks will come from the company a person works for. Eight hundred jobs were produced in a rural community outside Columbus, Ohio. Ms. Cross stated Connected Nation started the learning model in Ohio, noting there are several in Ohio and Kentucky and hope to get Michigan involved more. People are interested in mid and southern Michigan, so that is certainly a viable opportunity for us. They go by steps and levels, so if a person has really no skills and may have work experience but no college, they have several jobs in the teleworking area like JC Penney that pays \$9.00 to \$12.00 an hour, which is a level one. There are others that are looking for an IT job, and these people she sends to the employer specialist who will help find these type of people a job. Mr. Darnell then commented there could be centers in Indian River and Gaylord, which could really make a difference to this rural north country.

Mr. Darnell stated another issue is that they have more people in the Community College building that are looking to park their cars and seriously asked the Council to reconsider the paving of the City parking lot across the street because that parking area gets to be a mess. It was their expectation when the parking lot was done, that they would get significant help from the City to pave it. They would really like to give the other parking to the City that is there to make it one big parking lot. Mr. Darnell noted that the Community College is one of the more successful efforts in our town.

Mr. Darnell then stated the Cheboygan Communities Foundation, part of the Cheboygan Economic Development Group, did contribute about \$10,000.00 to buy the computers and furniture to lure these people to come to our community to do this. The big deal will come in early December with a ribbon cutting and business after hours, with ten people telling everyone about their new job. The television stations have agreed to come for this.

Ms. Cross then asked if there were any questions. Councilman King stated beyond the initial training they receive here, is additional training on the company's software available to them at no charge. Ms. Cross stated they have companies that provide both paid and non-paid training. Mr. Darnell commented there are in the neighborhood of several hundred thousand openings in this business, as jobs are coming back from Asia.

Mayor Bronson asked if there is a minimum age for applying. Mr. Darnell replied no, stating Digital Works has already been to the Senior Citizens Center and Straits Area Services. Ms. Cross stated one

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lady, who is 67, wants to supplement her social security income. Mayor Bronson stated he was thinking about college students who come home for the summer, wondering if it can be part-time where a person can come and go, with the number of hours per week flexible. Ms. Cross replied absolutely, noting these are apt to be a 1099/independent contractor situation, which is addressed during the training. Mr. Darnell stated they have a lot of flexibility. Ms. Cross stated they make sure the person's tech specs are compatible with the company, noting some companies do supply computers. Mr. Darnell invited the Council to stop in and see them during the day, which is in the old library. Ms. Cross briefly commented on customer service and evaluation of their program, as well as mentoring. She stated 93% of the people that went through the program in Ohio came out with jobs. She then stated she has an afternoon class on Monday, Wednesday and Friday from 1:00 pm to 4:00 pm, adding they are a non-profit organization and are here to help people. Mr. Darnell stated he hopes the Council can show up for the Business After Hours.

City Manager Eustice stated as far as the parking lot is concerned, it is City owned property with 36 spaces. During the winter it is very sloppy for parking. In 2013 the City got an estimate from Reith-Riley for \$15,000.00 to resurface the parking lot with blacktop. Previous City Manager Stuart wanted additional lighting and the estimate went up to about \$40,000.00, which was then dropped. City Manager Eustice stated he thinks we need to relook at how we can resurface the parking lot by the City or collectively with a partner because it is a problem. There is no grant funding available for this according to the Northern Lakes Economic Alliance. We need to find avenues to clean it up or resurface it. The alley also needs some work because it gets a lot of traffic. Mayor Bronson asked if there is street access to the parking lot from Bailey and Dresser Streets. City Manager Eustice replied there is access from Bailey Street but not Dresser Street into the existing parking lot. Based on the requirement for a parking space of 9 feet x 20 feet with a 20 foot separation between one side of the parking lot and the other, the maximum parking spaces in the parking lot is 24 spaces, which are 24 that are not parked on the streets in front of residential properties. Mayor Bronson asked if there is sidewalk on Dresser Street. City Manager Eustice replied yes, but not a very good sidewalk. Councilman Temple asked if there is a requirement on how much lighting you need for an area that big. City Manager Eustice replied he does not think so, noting it is relatively well lit with the street light, pointing out you don't want to light it up too much because of the residential properties next door. Mr. Darnell stated they do get complaints from students, women in particular, who think it's awful dark. He noted they can probably put a few more lights on the building, since it now has Head Start, Community College, Digital Works, as well as the Youth Center in it. Mayor Bronson asked who does the snow removal in the parking lot. Mr. Darnell stated the building owner does snow removal for its parking lot, adding the City could plow the entire parking area which would help them and feels it would be a nice gesture towards the College. Mayor Bronson stated the City Manager will get estimates for the Council to look at, noting the parking lots are the last to be plowed by the City. Mr. Darnell stated the parking lot is much more popular at night then during the day.

Bills and Disbursements:

▪ Prepaid Bills and Disbursements for the Month of September 2015.

Councilman King inquired on the ice skating aids expense for the Ice Rink, asking if these are the plastic skate aids for the young kids. Clerk/Treasurer Kwiatkowski stated yes and Mr. Coxe, Ice Rink Manager, ordered the skate aids but got sponsors to pay for all the aids.

Ms. Trudy Lofgren inquired on the water service connection payment to E.F. Wilkinson & Sons, Inc. Clerk/Treasurer Kwiatkowski stated he would have to ask DPW Director Karmol, who approved this

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expenditure. City Manager Eustice stated this was for work on Cass Street, behind Bishop Motors. This was a water service connection that DPW Director Karmol contracted out.

Ms. Trudy Lofgren then asked regarding the expenditures to Xtreme Asphalt, asking if these jobs are being bid out or are they too small. City Manager Eustice stated DPW Karmol takes bids internally, stating no. 72 is under the policy amount and no. 73 is multiple jobs.

Councilman Temple inquired on the payment to E.F. Wilkinson & Sons, Inc. asking if the City can't handle something like this. City Manager Eustice answered normally we can, but this was a matter where we had three breaks that all needed to be fixed at the same time, so to get them done in the same week in a timely fashion DPW Director Karmol contracted it out.

An explanation was asked for on the procedure for projects, such as not being public notice. City Manager Eustice stated DPW Director Karmol just makes calls and specs out what the job is and seeks quotes, not bids, to do the specific jobs. Mayor Bronson asked if he calls people who normally do this kind of work to see what the going rate is and then decide who can do it. City Manager Eustice stated the biggest problem is the bigger companies, such as Reith Riley, are not competitive, and it is not cost effective for them to come here. Councilman Temple asked when a department head does this, do they have the authority to do this, like with Wilkinson, or does he call the City Manager and check to see if okay to do it. City Manager Eustice stated DPW Director Karmol did have the authority with Wilkinson, as he determined this was something that needed to be done as an emergency project, but he did not call him to clear that. He just scheduled it. Mayor Bronson asked if a department head would have authority within the budget. City Manager Eustice stated DPW Director Karmol has money allocated for this sort of thing and he works within that. If it got to be too much, Clerk/Treasurer Kwiatkowski would let DPW Director Karmol know.

Councilman Lavender inquired if the City has a current bid policy in place now. City Manager Eustice replied we do, stating there is a policy and feels the dollar figure, in his opinion, is too low. He further stated most municipalities have a bid policy in place for projects for costs like the truck bids we are going to review this evening. Trucks and paving a parking lot go out for requests for proposals. City Manager Eustice went on to state the repaving of Ball Street and Mackinaw Avenue, was a situation where that road was in horrible shape, and we don't necessarily send out requests for proposals. DPW Director Karmol would get quotes and go with the lowest quote. These are things that need to be done for maintenance type purposes. Certainly a major type road project would be done with a request for proposals. Councilman Temple asked approximately how much is allowed to be done before coming before Council, adding the thing that got him was the sidewalk in front of the Opera House. Council knew nothing about it until it was dug up. He came in and asked what they were doing out there. He then stated this was a \$10,000.00 job, asking what the limits are before coming to Council. City Manager Eustice stated it is \$7,900.00. He stated they did send out requests for proposals on this. Councilman Temple again stated Council knew nothing on this until it was dug up. Councilman King asked if RFPs are typically posted on the City's website and at City Hall. City Manager Eustice replied yes. He went on to state the DPW had already tore it up prior to it being brought to Council and any kind of approval from the Council. Councilman King asked if there is a way that some of the smaller providers can be put on a rotation for some of the work to spread it around a little. City Manager Eustice replied this makes sense absolutely, adding he is trying to work with DPW Director Karmol on that for local contractors as he is not familiar with many people but is starting to get familiarized with who has the abilities to do what. Councilman King suggested having

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businesses register with the City. City Manager Eustice stated this would certainly be a good public policy to do that.

Councilman Lavender suggested that sometime in the future Council can review the purchasing policy and make some proposed changes to it. City Manager Eustice agreed, stating the last time the policy was reviewed was in 2008, so there may be some changes, adding he would like to make some changes to it himself and has suggestions. He noted this will be placed on the agenda for the next Council meeting.

Councilman King moved to approve the prepaid bills and disbursements for the month of September 2015 in the amount of \$366,563.93; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

▪ **Unpaid Bills and Disbursements for the Month of September 2015.**

Councilman Lavender moved to approve the unpaid bills and disbursements for the month of September 2015 in the amount of \$32,384.64; supported by Councilman Temple. A roll call vote was taken; motion carried unanimously.

Department, Board and Commission Reports:

- Port Commission Meeting, September 14, 2015 - *(Received and filed.)*
- Planning Commission Meeting, September 21, 2015 - *(Received and filed.)*
- Special Planning Commission Meeting, September 28, 2015 - *(Received and filed.)*

City Manager Eustice noted there was a Special Planning Commission meeting held September 28, 2015 followed by a Special City Council Meeting to approve the addition to the Cheboygan Brewing Company. He went on to state that project is in process right now, the sewer line was moved and the footings are in for the addition.

Councilman King inquired as to an update with the Port. City Manager Eustice replied as far as the purchase with Bois Blanc Township, it is in their hands at this point. The properties have been surveyed and the Township has had the survey for about four weeks. The Township is supposed to give the City a purchase agreement, but have not done so at this point. We are waiting on that and Attorney Steve Joppich is still engaged as the City's Attorney for the purposes of reviewing the purchase agreement, but he has not received anything to this point. It is between the Township's attorney, Cliff Bloom, and the City's attorney, Steve Joppich. Mayor Bronson commented the survey has been completed and the Township has accepted the boundary changes so the 100 feet of frontage is much wider in the Main Street side, one full acre. City Attorney Eustice stated Ryba is okay with that and has some interest in buying that southernmost 100 feet; they would like more property than that but may buy at least the 100 feet. He went on to state Kokosing is also very interested in buying property on the north end and, in fact, we are doing an appraisal right now for sections of that property – first 100 feet and then 200 foot sections up to an additional 600 feet.

Mayor Bronson commented on the article regarding the Road Commission being approached to sell their garage. City Manager Eustice stated he knows there's been some interest in that, as well as the Road Commission has had some interest in selling that property because they want to relocate. Mayor Bronson added Mr. Ken Paquet said someone called him interested in purchasing that property. City Manager Eustice stated the City has no interest in purchasing that property.

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General Business:

▪ **Consideration of Bids – Used ½ Ton, 4-Wheel Drive, Crew Cab Pick-Up Truck for Parks & Recreation Department** – City Manager Eustice stated this is the third time they sent out requests for proposals and a few changes were made the last time and the amount increased. Three bids were received: (1) Lofgren Enterprises - ¾ ton GMC Pick-Up at \$13,725.00 with a 6 month warranty, 50/50 cost, and 212,000 miles; (2) Fernelius Toyota – ½ ton Dodge Ram at \$14, 225.00, 124,000 miles; and (3) Bishop GMC Cadillac – ½ ton at \$14,600.00, 181,000 miles. He noted all three trucks are crew cabs. City Manager Eustice informed Council he had the City Mechanic Erik Wiltfong look at and drive all three trucks. The longer box on the Lofgren vehicle is also more beneficial to the Parks & Recreation Department especially with carrying the water tank for watering the flowers during the summer. City Manager Eustice commented although all three vehicles have high mileage, they are in decent shape. He noted that the Parks & Recreation Department puts about 4,000 miles on a vehicle per year and feels the Lofgren vehicle will last five years and Mr. Wiltfong recommended a ¾ ton vehicle for the weight they pull on their trailer. Councilman Temple stated through experience a Chevrolet motor runs forever and has seen vehicles with 400,000 miles on them. Mr. Ray Lofgren stated the truck is a western truck and has not been a plow truck, noting there is a little wrinkle in the tailgate. Councilman King asked if the truck has a spray-in bedliner. Mr. Lofgren replied he believes it is a bushwacker.

Councilman Lavender moved to award the bid for a used ¾ ton, 4-wheel drive, crew cab pick-up truck for the Parks & Recreation Department to Lofgren Enterprises, Inc./Lofgren Sales in the amount of \$13,725.00; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

Public Comments:

▪ **Pedestrian Main Street Signage** – Mr. John Ciriello asked about the signs that were put up for pedestrians in front of Festival Square and wondered if that is all the State is going to do. City Manager Eustice stated as far as signage that is all the State is going to do. The City's DPW Department will yellow line/stripe the areas around the crosswalks. MDOT in the spring will reline the piano striping that is there now. Mr. Ciriello asked besides the painting the City is going to do, is the City done with this and is the matter closed as far as the City is concerned. City Manager Eustice told Mr. Ciriello if he is not satisfied with what MDOT has done, we can certainly contact them. Mr. Ciriello stated he would like to talk to MDOT himself and asked for the contact information. He commented he thought they were going to put up signs similar to those by the tissue factory, which are neon, and not the old fashioned yellow ones. He went on to state he thought they were going to put a sign up at each crosswalk for each direction, which would be four signs, and two more each direction where it says (pedestrian ahead), like they have on the snowmobile trail. Mr. Ciriello stated Petoskey has the signs that state to stop when pedestrian is in crosswalk. He then stated he is not happy with what they did. City Manager Eustice informed Mr. Ciriello that Mr. Jason Bodell is the MDOT Manager in the Gaylord office is the person he would need to talk to, telling Mr. Ciriello that perhaps they can have a conference call.

▪ **Striping on Lincoln Avenue Bridge** - Mr. Ciriello commented on talk of a sidewalk after the Lincoln Avenue Bridge, stating before the sidewalk and the painting of the blue rail on the bridge, there needs to be a good solid yellow stripe on the Bridge. City Manager Eustice stated he will look at this.

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▪ **Bills & Disbursements** - Mr. Ray Lofgren commented on the \$500.00 limit for the DPW in past years, and then it went to the Manager if it were a significant amount and then Council needed to approve it. This is how he remembers the chain of command. Mr. Lofgren stated he noticed concerns with all of Council on this. He went on to state he just met DPW Director Karmol and he learned through City Manager Eustice on the Huron Street deal, which he was not pleased with. He stated he was told that DPW Director Karmol has to learn everybody. He added there is a thing called nepotism, too. One of the City's DPW workers, Mr. Tim Wilkinson, also works with Lofgren plowing snow, also has a cousin or brother that has Wilkinson Construction. Mr. Lofgren went on to state the particular job that Councilman Temple was asking about, he told City Manager Eustice about the hook-up on Monday morning because he knew nothing about it; so there is a hook-up to a home and doesn't understand what the emergency might have been. He called his son, Brian, and asked if he got a call from DPW Director Karmol, because now Mr. Karmol is supposed to understand that there are two contractors in the Cheboygan City limits that get no calls. He commented he does not know how well of a job Mr. Karmol is doing. Mr. Lofgren further stated the City has several hundred thousand dollars worth of equipment, which they don't need, that us taxpayers have to make the payments on, if they are just going to plow snow. Mr. Lofgren stated he does not remember a policy for over \$7,900.00, but it is up to this Council to set something. Mayor Bronson commented the limits in the policy fluctuate and it may be time to address it. City Manager Eustice agreed.

City Clerk/Treasurer's Comments:

▪ **Discussion on Payment of Expenses for Pedestrian Footbridge - General Fund or DDA?** - Clerk/Treasurer Kwiatkowski stated conversation has been going on for the last couple of years regarding the elevators at the footbridge. Some people seem to think that should be an expense from the General Fund and right now the City is expensing everything out of the DDA Fund. Because the DDA built the bridge, it is paying the debt service on the bridge. Clerk/Treasurer Kwiatkowski stated he would like Council to discuss this and give him some direction. Councilman Temple commented his point of view is the DDA built the bridge so let them pay for it. Councilman King asked where we are at now with the last repairs. Clerk/Treasurer Kwiatkowski stated Otis was just in last week and he talked to them. At some point and time Schindler had a recall on some of their elevators and Otis is trying to research that for him to see if this was one of them that should have been part of that recall. If that's the case, then we would have to get our attorney involved. As of right now we still have a little bit of oil leakage, which they said was fairly common with all elevators. The thing that is odd is that we have never had a problem with the east elevator, as its always been the west. We are now having a problem with ground water and the elevator pits will have to be sealed in some fashion. Clerk/Treasurer Kwiatkowski informed Council he has spoken to DPW Director Karmol on this. He went on to state he has talked to Otis about changing out the entire piston assembly, but they don't want to do anything yet until they do their research. So far the packing has been replaced four times in the west elevator at a cost of between \$32,000.00 and \$35,000.00, which is a burden on the DDA Fund. If Council feels the expenses need to be a General Fund expense, they can act on it. Mayor Bronson commented when the DDA finished with that project, he thought Council voted to take ownership of the elevators and bridge, and from then on it became the City's responsibility. He feels that the bills should have been the City's cost. City Manager Eustice stated that typically is the policy that should happen; DDAs are formed to do projects. The footbridge was a DDA project that they got grant funding for and typically once a project is complete it is turned over to the City and it's maintained forever by the City's General Fund. He then commented that the DDA could be dissolved at any time, and the DDA doesn't budget for maintenance, repair and upkeep. Councilman King stated if this is in writing or policy that would answer the question. Clerk/Treasurer Kwiatkowski

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replied at the end of the day, the bridge is an asset of the City, but there was no action that he is aware of where they formally turned the project over, when it was done, to the City. It really is City property. The maintenance can be handled out of either fund, but it's all up to Council. Councilwoman Kwiatkowski asked if they could share the costs. Mayor Bronson stated he does not think the DDA has much money, adding their funding is very slim. He went on to state the Council is the one that voted to have the elevator maintenance done on it. If we are going to ask the DDA to pay for it, then they should have been involved in the decision. Councilman King inquired if the Credit Union project will help the DDA. City Manager Eustice replied yes, it will help, as well as any activity that occurs on the Port property. Typically DDAs are formed for projects, such as the pedestrian bridge and Festival Square. They budget and fund those projects, but don't budget or fund long-term care or maintenance of those things that they build - that's not their purpose. Anytime you do a project like Festival Square or the pedestrian bridge there are costs to the City, and we don't get enough revenue to pay for the maintenance costs for those facilities, and quite frankly neither do they. Mayor Bronson commented most of the DDA funds right now are tied up in paying bonds for projects they have done. City Manager Eustice stated this is true and that's why the DDA cannot be dissolved until that debt is paid and that's why it was extended to 2022. It can be dissolved if the City pays the debt. Councilwoman Kwiatkowski asked if the DDA comes to the Council if there is a project they want to do. City Manager Eustice replied yes. Councilwoman Kwiatkowski asked how the City's General Fund is. Clerk/Treasurer Kwiatkowski stated it is fine right now. Councilman Temple stated until we get the Port paid for it's not real well. City Manager Eustice stated we are solid. Mayor Bronson added the City is in better shape to pay than the DDA. City Manager Eustice stated that would cut into their ability to do projects, and one of the projects we are working on is the Façade Program to which they have committed \$8,000.00 to that project. It's those kinds of dollars that help improve the downtown so that's why from a DDA perspective they want those dollars to be able to match funds or help fund projects like that. Councilman King asked can see where we get as far as a recall on this and then the cost and then come back and meet between the two and have a discussion. Clerk/Treasurer Kwiatkowski stated as far as the expenses for the elevators, he can continue paying those items out of the DDA Fund and if Council at any time before the end of the fiscal year next June 30, wants those expenses covered through the General Fund, he just shifts those by doing a manual journal entry between cash and expenses in both funds. Mayor Bronson commented discussions come up at the DDA meeting and they believe the City Council is the responsible party and he agreed with them, but he is only one vote. Mayor Bronson stated something the Council needs to be aware of is that if the DDA takes on projects and builds things there has to be a long-term look from the Council as they take ownership. City Manager Eustice replied absolutely and how much it is really going to cost us. Councilman Lavender commented he would highly doubt that in other communities the DDA takes on paying for maintenance and upkeep on projects that were done. Mayor Bronson stated the DDA has a time period and they can't take on debt for decade to decade, but the City can. It could be in 2022 that the DDA goes away and then the City would be responsible. Councilman Temple said his biggest problem with this is that he can't see what the walk bridge has done for Cheboygan and bets there is probably not 50 people a day that walk over that bridge. He went on to state he walks over it once and a while because he lives on that side of the River. Councilman Temple further stated he thinks it was built to get people over from the ballfields to downtown, but ball season is so short. Mayor Bronson commented there were plans to do more with the Major City Park, too, but with the downturn of the economy those plans sort of dissolved, such as a campground. He noted the ballfields need to be improved if we are going to attract tournaments and people are going to come and stay. It's there now; we are not going to tear it down and we need to deal with it.

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Mr. Clarence Roznowski stated from the perspective of a couple comments that we have to maintain the elevators, is there some obligation where you have to have elevators. What if next week they say no, it's damaged and needs new hydraulics at a cost of three-quarters of a million dollars, is there some type of mandate that you have to have elevators? Mayor Bronson replied there is a mandate that there has to be handicap accessibility and that's what the elevators provide. If you don't have handicap accessibility then you are not supposed to have any accessibility. Mr. Roznowski then asked if the option is to close it down if you had a catastrophic failure. City Manager Eustice answered yes, you can do that temporarily. Mayor Bronson commented if it is something that you just cannot solve financially, you can request to have a waiver. Mr. Roznowski asked if they are talking about taking on the total liability of that structure maintenance wise. City Manager Eustice answered yes. Mayor Bronson stated this is a tough question – do we close it down and nobody can use it.

Clerk/Treasurer Kwiatkowski stated if Council would like this matter placed on a future agenda. Mayor Bronson stated we should do that and he would be interested in looking at some of the Council minutes because he was on Council when it was built and he thought at least in the discussion when they were done it became City property, but does not know if there was a motion that said that and this is what he would be interested in looking at. Clerk/Treasurer Kwiatkowski commented it is City property. City Manager Eustice stated the bridge opened in 2009.

- **Cash Summary by Fund – 7/1/15-9/30/15 (no action required)** – Clerk/Treasurer Kwiatkowski stated this is something he used to provide to Council a few years back. He stated this is all the City's cash accounts and their balances as of the end of September 30. The accounts with brackets are negative cash balances, which are taken care of at the end of the fiscal year through inter-fund transfers. Councilman Lavender inquired as to the balance in the Major Streets Fund, asking if this is due to the County millage. Clerk/Treasurer Kwiatkowski stated the millage funding is under 204 – Streets, Non-PA51. He explained that over the past several years we have paid down quite a bit of paving debt/ transportation bond debt to the Major and Local Streets. In fact, next spring we will retire another one that was a 2006 issue. Between the Major Street Fund and millage fund that was voted on, we are in pretty good shape right now to issue some debt and get some streets done. City Manager Eustice stated the City is working on a transportation bond to do just that, as we need a significant amount of money to resurface the streets that we have in the PASER Study that are less than 4. Hopefully we will have that transportation bond in place by next spring so we can begin some significant road resurfacing throughout the City such as State Street, Lincoln Avenue and Duncan Avenue. Bailey Street between Division and State Streets is probably the worse rated street we have. The problem with Bailey Street is that location has the oldest water and sewer lines in the City, as it has an 1894 watermain. It's hard to put a new surface over an old watermain like that and then have it go bad. We are trying to organize replacing water and sewer prior to paving.

Mayor Bronson inquired as to how long the 2006 Energy Upgrade is. Clerk/Treasurer Kwiatkowski stated this will be retired in the spring, noting it was a 10-year issue. Mayor Bronson asked if this is money coming from the General Fund. Clerk/Treasurer Kwiatkowski stated it is a combination of Wastewater Treatment Plant, General Fund and the Ice Pavilion, with the lion's share of it coming out of the General Fund. A brief discussion held on the new LED lights.

City Manager's Report:

- **Locust Street** - City Manager Eustice reported Locust Street, adjacent to the Straits Area Federal Credit Union, is paved and complete as far as the road construction is concerned, although striping

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needs to be done, as well as the areas that will have no parking. When the striping is done, the street will be open to the public and the drive-thrus back in operation.

- **Crosswalk Signs** - City Manager Eustice stated, as previously discussed, the signs are up and he will deal with MDOT on that.
- **Lincoln Avenue Intersection, MDOT** – City Manager Eustice informed Council he and Chief Jones are trying to get MDOT to repair the Lincoln Avenue intersection. It is supposed to be done this fall yet, but they will be checking with Mr. Jason Bodell of MDOT. There is less damage to the road and drainage than originally thought. Councilman Temple asked if it is not going to be done this fall, can we patch like was done on Ball Street for the winter. City Manager Eustice stated it is possible but hates to spend our money on what MDOT should be doing since it's their right-of-way. He will see if it can be done with MDOT paying for it.
- **Division Street** - Councilman King inquired on the sand area on Division Street heading toward Western Avenue just over the trail that is not marked and has a huge hole. Councilman Temple commented this is where a water leak was repaired a couple weeks ago. City Manager Eustice stated he will ask DPW Director Karmol on this in the morning.
- **Water Tower** - City Manager Eustice stated he made mention of an additional water tower in the City at a DDA meeting and he has had a couple conversations with some Council Members that were not aware that we are in need of a second water tower. He further stated he must have been remiss in mentioning that, noting he and Mayor Bronson are well aware of it because they have had several meetings with Inverness Township over the Meijer's project and what we need to do as far as capacity and additional capacity. City Manager Eustice then apologized if he did not make that known. It is in our Water Reliability Study, which was just completed by Gordie Fraser/Granger & Associates. It has also been a recommendation of the MDEQ for about 10 years that we get additional water tower capacity. The minimum that we can put up is a 300,000 gallon water tower and is earmarked for the east side off of Garfield Avenue, which is the best location. In talking to several engineering firms including Gordie Fraser, Granger & Associates and UP Engineers, they all recommended a 500,000 gallon water tower, as did the Water Reliability Study. This would be the same size we have currently. The City has estimates from 1.7 million to 1.9 million dollars, most of which can be funded by a USDA grant, with the City matching 25%. This is something that is necessary and is in the master plan of the Water Department to be done by 2016, which may be an unrealistic goal but we are still trying to work towards getting funding to do it as soon as we can. City Manager Eustice anticipates it will be 2017 before anything actually happens. They are going to work diligently to get that done, which will benefit the entire City especially with all new buildings today requiring fire suppression systems. Right now we do not have enough water to supply the fire suppression systems we deal with in the City, which is why we are in non-compliance with not having enough water above ground. Because of our low to moderate income status, when USDA looks at it we are at the top of the list as far as grant funding. The USDA tells us our water rates are too low right now to get grant funding and will first ask us to raise our water rates to qualify for grant funding; however, because we are in non-compliance they may waive that and still let us qualify for grant funding but we are not certain at this point. City Manager Eustice stated our water and sewer rates are in the lower ten percent of municipalities in the State of Michigan. Often times they will ask you to raise rates to help fund a project like that. He informed Council that he, DPW Director Karmol and City Engineer James Granger are working to try and make it happen. He thinks there are certain things to help pay for the matching side of the grant, such as water in Inverness Township, pointing out that a building such as Meijer's is typically a \$250,000.00 water/system connection fee to hook up to the City's system. As other buildings go up we can charge connection fees based on square footage. So we can recover monies that way and supply water at a 1 ½% charge to that part of the Township. Mayor Bronson

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stated DDA Board Member Lindeman brought up that the fire at the Carnation/Top of the Greek used 400,000 gallons of water to knock that fire down. City Manager Eustice noted we were almost out of water during that fire since the current tower holds 500,000 gallons. He then noted that water tower was put in in 1964 and is in excellent condition. The MDEQ requires you to do maintenance on it every five years. The last time we did the maintenance we ran the City water system on wells and had a lot of problems with water breaks. Having two towers this will not happen. If we are going to grow and get manufacturing and other businesses in the City, this is an absolute necessity. Councilman King asked if there is any rental income that comes in from antennae on the water tower. City Manager Eustice replied yes. Clerk/Treasurer Kwiatkowski commented the income is about \$14,400.00 per year. Councilman King inquired if the City owns the property on Garfield Avenue. City Manager Eustice answered yes, noting we have Wells 7 and 8 on that property. City Manager Eustice stated the City budgets for maintenance costs about \$250,000.00 over five years for the current tower. Mr. Ciriello asked if there is the possibility of contamination from the cement plant, referring to what happened at Bay Harbor. City Manager Eustice stated he does not think there is contamination there, as they are very deep wells, adding the City has never had an issue with those wells.

- **Enbridge Line 5 Meeting** - City Manager Eustice reported he, Chief Jones, DPW Director Karmol and Fire Chief Bancroft had a meeting today with Enbridge and distributed information to the Council on Line 5, which runs through the U.P. and crosses the Straits of Mackinac on the west side of the Mackinac Bridge and then comes into Cheboygan County and runs down I-75, splits at Mullett Lake and Burt Lake and goes on into Bay City, ending at Port Huron. He went on to state there is a lot of controversy over Line 5 and whether it's safe and if we are going to have a major occurrence here. Enbridge did some training in the Straits of Mackinac a few weeks ago should they have a break. City Manager Eustice then stated Line 5 is 62 years old, being put in in 1953. Enbridge owns the line and they do not have a concern at this point. They basically monitor that line on a regular basis and run cameras down through it, and believe right now the line is in good shape. They are many, many years away from needing to replace that line. In 2010 a line owned by Enbridge broke in Kalamazoo County, which was a newer line made out of a different epoxy they put on the line. The line that runs through Cheboygan County had a high grade epoxy in it and they quit using it in the early 1950's because people that were applying the epoxy were getting sick. They then went to a tape system, so it deteriorated a little quicker in Kalamazoo. Enbridge is satisfied with the construction of Line 5. Enbridge is going to municipalities in and around where this line is located trying to assure them they are doing everything they can for emergency response purposes and maintaining the line itself.

Messages and Communications from Mayor and Council Members: *(None)*

- **Cones on Western Avenue** – Mayor Bronson mentioned the cones are still on Western Avenue. City Manager Eustice stated we are going to have to blacktop patch that and is not sure where it is on the schedule. There was a pretty major leak there and what DPW Director Karmol will do is pack it, put gravel on it, and let it sit for three weeks before actually re-asphalting.

- **City Engineer Report on Brick Wall at Festival Square** – Mayor Bronson asked if we have a report from the City Engineer on the brick wall at Festival Square. City Manager Eustice stated he and City Engineer Granger have done some investigation on it. He is trying to get a couple of local contractors to make suggestions. He, Chief Jones and City Engineer Granger looked at it. City Engineer Granger had some suggestions. City Manager Eustice stated he has talked with a couple of contractors who have some of their own ideas on how to repair the wall, but there are a couple more who are coming in this week to give us ideas, before we send out requests for proposals.

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Adjournment:

Councilman King moved to adjourn the meeting at 8:51 p.m.; supported by Councilwoman Kwiatkowski. Motion carried unanimously.

Mayor Mark C. Bronson

Clerk/Treasurer Kenneth J. Kwiatkowski

Councilman Joseph Lavender

Councilwoman Winifred L. Riddle

Councilman Vaughn Temple

Councilman Nathan H. King

Mayor Pro Tem Nicholas C. Couture

Councilwoman Betty A. Kwiatkowski



CHEBOYGAN COUNTY PLANNING COMMISSION

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CHEBOYGAN COUNTY PLANNING COMMISSION MEETING & PUBLIC HEARING WEDNESDAY, SEPTEMBER 16, 2015 AT 7:00 P.M. ROOM 135 – COMMISSIONER'S ROOM - CHEBOYGAN COUNTY BUILDING

PRESENT: Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill
ABSENT: Ostwald, Borowicz
STAFF: Scott McNeil, Steve Schnell
GUESTS: Bob Lyon, Chris Rogala, John Moore, Tony Matelski, Russell Crawford, Cheryl Crawford, Carl Muscott, Brian Fullford, Gina Burke, Jim Burke

The meeting was called to order by Chairperson Croft at 7:00pm.

PLEDGE OF ALLEGIANCE

Chairperson Croft led the Pledge of Allegiance.

APPROVAL OF AGENDA

The meeting agenda was presented. **Motion** by Mr. Churchill, seconded by Mr. Freese, to approve the agenda as presented. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

APPROVAL OF MINUTES

The September 2, 2015 Planning Commission minutes were presented. **Motion** by Mr. Bartlett, seconded by Mr. Kavanaugh, to approve the meeting minutes as presented. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

PUBLIC HEARING AND ACTION ON REQUESTS

Tuscarora Township

Requests an amendment to a Special Use Permit for construction storage building at DeVoe Beach Park (Section 10.3.13.). The property is located at 6566 Oak Glen Street, Tuscarora Township, parcel #161-M57-000-007-00 and is zoned Lake and Stream Protection District (P-LS).

Mr. McNeil stated that Tuscarora Township would like to build a 24' x 12' storage building at the northern end of DeVoe Beach Park. Mr. McNeil stated that the Zoning Board of Appeals granted a variance to place the building at the edge of the asphalt as shown on the plan. Mr. McNeil stated there are no changes to the parking. Ms. Lyon asked how tall the proposed structure will be. Mr. Freese stated this structure will only be one story and is a prefabricated structure.

Ms. Croft asked for public comments. There were no public comments. Public comment closed.

Motion by Mr. Kavanaugh, seconded by Mr. Jazdyk to grant the topography waiver request. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

The Planning Commission reviewed and approved the General Findings. The Planning Commission reviewed and approved the Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10. **Motion** by Mr. Kavanaugh, seconded by Mr. Freese, to approve the special use permit based on the General Findings, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

FCVE LLC/Vince Rogala

Requests an amendment to a Special Use Permit for construction of an addition to a storage, repair and maintenance building at a campground (Section 9.3.4.). The property is located at 9730 US-23 Highway, Mackinaw Township, parcel #011-021-300-003-00 and is zoned Agriculture and Forestry Management District (M-AF).

Mr. McNeil referred to the site plan and noted the location of the subject storage building is by the entrance to the campground. Mr. McNeil stated the proposed addition to a storage, repair and maintenance building will be 20ft. x 80ft. Mr. McNeil stated that there is a 75ft. right of way and a 53ft. front setback to the edge of the proposed addition. Mr. McNeil noted that a 50ft. front setback is required.

Ms. Croft asked for public comments. There were no public comments. Public comment closed.

Mr. Kavanaugh stated the campground is well maintained and the proposed building will be screened. Mr. Kavanaugh stated this is good location.

Motion by Mr. Freese, seconded by Mr. Churchill, to grant the topography waiver request. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

Motion by Mr. Freese, seconded by Mr. Churchill, to grant the waiver for the minimum scale requirement. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

The Planning Commission reviewed and approved the General Findings. The Planning Commission reviewed and approved the Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, to approve the special use permit based on the General Findings, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

Pollards Auto Service Quick Lube/Carl & Lori Pollard

Requests a Site Plan Review Amendment for expansion of an auto repair facility (Section 6.2.2). The property is located at 3885 S. Straits Highway and 6074 Waterway Ln., Tuscarora Township, parcel #161-024-400-567-01 and #161-024-400-568-00 and is zoned Commercial Development (DCM).

Mr. McNeil stated this request comes to the Planning Commission as a result of a change of use in a business on M-27 in Indian River. Mr. McNeil reviewed the site plan and noted that there are two lots that are being used for parking of autos for the auto repair business. Mr. McNeil stated this is an update to the original special use permit approval in 1994. Mr. McNeil stated a site plan review amendment is required for this type of use in the Commercial zoning district. Mr. McNeil stated this is being treated as an amendment to the site plan. Mr. McNeil noted that there is sufficient parking. Mr. McNeil noted that there are no other proposed changes.

Mr. Jazdyk asked if this application is the result of an enforcement issue. Mr. McNeil stated yes and noted that work began prior to receiving any approvals and the work is pretty much finished now. Mr. McNeil stated this is an after the fact permit.

Ms. Croft asked for public comments. There were no public comments. Public comment closed.

Mr. Kavanaugh asked Mr. Fullford what type of isolation there will be for the well that is located by the stormwater retention. Mr. Fullford stated this is an abandoned well from the previous house. Mr. Freese stated that the property owner told him that the well has been plugged and decommissioned.

The Planning Commission reviewed and approved the General Findings and the Specific Findings of Fact Under Section 20.10. **Motion** by Mr. Freese, seconded by Mr. Churchill, to approve the site plan based on the General Findings and the Specific Findings of Fact Under Section 20.10. Motion carried. 7 Ayes (Bartlett, Freese, Kavanaugh, Croft, Jazdyk, Lyon, Churchill), 0 Nays, 2 Absent (Ostwald, Borowicz)

UNFINISHED BUSINESS

Update And Review Of Draft Recreation Plan

Mr. Schnell stated the most recent Recreation Plan was adopted in 2007 by Cheboygan County and partnering townships. Mr. Schnell explained that this is a plan that focuses on the recreational aspects of the county and the participating townships. Mr. Schnell explained that most entities adopt a recreation plan as it is a required element of an application for the DNR's Michigan Natural Resources trust fund money. Mr. Schnell explained that a lot of information from the Master Plan is incorporated into the Recreation Plan. Mr. Schnell stated detailed maps with crossroads will be updated in the plan. Mr. Schnell stated there will be a map for water access points added to the plan. Mr. Schnell stated that he has also highlighted the economic development benefits and healthcare benefits in the Recreation Plan. Mr. Schnell stated there is a required 30 day period for public review.. Mr. Schnell stated this plan will be available at the townships, library, county building and it will be on the county website. Mr.

Schnell stated there will be a public hearing at the end of the 30 days. Mr. Schnell explained that the Planning Commission will make a recommendation to the Cheboygan County Board of Commissioners. Mr. Schnell stated if the Cheboygan County Board of Commissioners approves of the plan they will send a resolution of support to the DNR. Mr. Schnell stated each participating township will go through the same process to submit a resolution of support to the DNR.

Discussion was held regarding the maps. Mr. Freese and Ms. Lyon explained that they were not able to read the maps due to the scale. Ms. Lyon stated that the plan seemed redundant in certain areas.

Mr. Jazdyk stated he supports the development of a Recreation Plan. Mr. Jazdyk stated he believes citizens will be the consumer of this report and he can't imagine giving them a 147 page document. Mr. Jazdyk believes that the Recreation Plan should be pared down before forwarding to the Cheboygan County Board of Commissioners. Mr. Schnell stated he could create an executive summary of the Recreation Plan and also noted there is an appendix. Discussion was held. Mr. Jazdyk stated that data from the Master Plan should not be included in the Recreation Plan. Mr. Jazdyk suggested only referencing the Master Plan when mentioning topography, population, etc. Mr. Jazdyk stated he would not include the appendix. Mr. Freese stated this data should not be included if it is not required for the DNR. Mr. Schnell stated pages 1-41 and pages 117-145 are required. Mr. Schnell stated the appendix is not required. Discussion was held. Mr. Jazdyk stated that chapters 2-3 are redundant and should not be included. Mr. Schnell noted that chapter 2 is only 1 page and chapter 3 is required. Mr. Schnell stated he will redraft the Recreation Plan as requested. Mr. Schnell stated the plan will be submitted to the Planning Commission for review at the next meeting and to authorize a public hearing.

Mr. Kavanaugh stated his concerns regarding the Planning Commission endorsing township projects by recommending the Recreation Plan to the Cheboygan County Board of Commissioners. Mr. Kavanaugh noted that the Planning Commission had concerns with endorsing township projects when reviewing Capital Improvement Plan. Mr. Kavanaugh asked if there is another way to approve this without endorsing the projects and allow the townships to still be able to receive funding. Mr. Freese suggested that the Planning Commission recommend approval for further funding support only for county projects. Mr. McNeil suggested putting into the narrative stating content that has been submitted by townships has been approved and prioritized by the township and not the county. Mr. Schnell and Mr. Kavanaugh agreed with Mr. McNeil's suggestion.

Discussion was held regarding the United States Supreme Court decision regarding sign regulations. Mr. McNeil stated there are elements in the Zoning Ordinance that will have to be changed as a result of this ruling. Mr. McNeil stated he will ask Mr. Graham to attend a future Planning Commission meeting to discuss these changes.

NEW BUSINESS

No comments.

STAFF REPORT

Mr. Schnell distributed and reviewed a handout regarding a regional prosperity initiative. Mr. Schnell stated there will be a meeting on Tuesday, September 29, 2015 to outline the vision of this group and to tell the state what our community needs. Discussion was held.

PLANNING COMMISSION COMMENTS

Mr. Freese referred to Mr. Pollard's site plan and noted that the property line is a couple feet away from the building. Mr. Freese stated that the streetscape project for Indian River is proposing to tear out everything in front of this building to allow for reverse back in parking. Mr. Freese stated that Mr. Pollard will lose all of the parking spaces in the front. Discussion was held.

PUBLIC COMMENTS

Mr. Muscott stated that he appreciated the comments from the Planning Commission regarding reducing the size of the Recreation Plan. Mr. Muscott stated he has pushed for an I-75 business loop in Indian River and people are afraid to speak up for their rights in Tuscarora Township. Mr. Muscott stated that property owners are not as open as Mr. Pollard was with Mr. Freese. Mr. Muscott stated he hopes that the Road Commission will see the issues as they make the decisions as to what projects will be done.

ADJOURN

Motion by Mr. Kavanaugh to adjourn. Motion carried. Meeting was adjourned at 7:57pm.

A handwritten signature in cursive script, appearing to read "Charles Freese". The signature is written in black ink on a white background.

Charles Freese
Planning Commission Secretary



CHEBOYGAN COUNTY PLANNING COMMISSION

870 SOUTH MAIN ST., ROOM 103 ■ PO Box 70 ■ CHEBOYGAN, MI 49721
PHONE: (231)627-8489 ■ TDD: (800)649-3777

CHEBOYGAN COUNTY PLANNING COMMISSION MEETING

WEDNESDAY, OCTOBER 7, 2015 AT 7:00 P.M.

ROOM 135 – COMMISSIONER'S ROOM - CHEBOYGAN COUNTY BUILDING

PRESENT: Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Churchill, Jazdyk
ABSENT: None
STAFF: Scott McNeil
GUESTS: John F. Brown, Brian Schalau, Ervin L. Crawford, Tony Matelski, Eric Boyd, Russell Crawford, Cheryl Crawford, Joanne Cromley, Sherry Nelson, Skip Phelps, Phyllis Brandt, Dave Brandt, Ty LaPrairie, Brian Fullford, Roger Gauthier, Anabel Dwyer, David Dwyer, Bob Lyon, Carl Muscott, Trish Woollcott

The meeting was called to order by Chairperson Croft at 7:00pm.

PLEDGE OF ALLEGIANCE

Chairperson Croft led the Pledge of Allegiance.

APPROVAL OF AGENDA

The meeting agenda was presented. **Motion** by Mr. Freese, seconded by Mr. Borowicz, to approve the agenda as presented. Motion carried unanimously.

APPROVAL OF MINUTES

The September 16, 2015 Planning Commission minutes were presented. Ms. Lyon stated that all motions should be changed to show that Mr. Churchill and Ms. Lyon attended the meeting and Mr. Ostwald and Mr. Borowicz were absent. **Motion** by Mr. Churchill, seconded by Mr. Kavanaugh, to approve the meeting minutes as amended. Motion carried unanimously.

PUBLIC HEARING AND ACTION ON REQUESTS

Tiger by the Tail, LLC/Ty LaPrairie - Requests a Special Use Permit Amendment for construction of Indoor Storage Facilities (Section 6.3.16). The property is located at 5142 South Straits Hwy., Tuscarora Township, Section 35, parcel #161-035-200-013-00 and parcel #161-035-200-014-00. The site is zoned Commercial Development (D-CM).

Mr. McNeil stated this is a special use permit request for mini storage structures in a Commercial zoning district on South Straits Highway in Tuscarora Township. Mr. McNeil stated that this use falls under indoor storage facility use. Mr. McNeil stated that the sign will be located in the right-of-way. Mr. McNeil stated that clear vision will be maintained with the sign. Mr. McNeil noted that a permit from the Road Commission will be required for the sign. Mr. McNeil noted that the two existing driveways will be used for this facility. Mr. McNeil stated that if the request is approved he recommends that the Department of Building Safety requirements and Road Commission requirements be met. Mr. Kavanaugh asked if there will be inside storage only. Mr. LaPrairie stated yes. Discussion was held.

Ms. Croft asked for public comments. There were no public comments. Public comment closed.

Motion by Mr. Jazdyk, seconded by Mr. Churchill, to grant the topography waiver request. Motion carried unanimously.

The Planning Commission reviewed and approved the General Findings. The Planning Commission reviewed and approved the Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10. **Motion** by Mr. Kavanaugh, seconded by Mr. Churchill, to approve the special use permit based on the General Findings, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10 subject to Road Commission approval of the sign, inside storage only and Department of Building Safety requirements be met. Motion carried unanimously.

Proposed Lake and Stream Zoning Amendment

Mr. McNeil explained that the Lake and Stream Protection District currently includes all property within 500ft. of any river, stream, pond or lake. Mr. McNeil explained that the proposed rezoning will remove those properties which are not on a major

lake or river or located on a perennial stream which is directly connected to a major lake or river in the county from the Lake and Stream Protection District. Mr. McNeil stated these parcels would remain in their underlying zoning district. Mr. McNeil referred to the map and stated the areas in green are proposed to be rezoned to Agriculture/Forestry Management. Mr. McNeil stated the areas in red are proposed to be rezoned to Residential Development. Mr. McNeil stated the areas in orange are proposed to be rezoned to Natural Resource Protection. Mr. McNeil stated the areas in yellow are proposed to be rezoned to Rural Character Country Living.

Mr. McNeil stated the reason for the proposed rezoning is due to the Planning Commission finding that there were many areas where farming practices would take place and would be allowed in Agriculture/Forestry Management but are not allowed in Lake and Stream Protection. Mr. McNeil stated the Planning Commission saw that some of these uses were reasonable for these areas. Mr. McNeil stated the amendment retains the existing 40ft. setback for those properties which already have ponds and streams and will be taken out of the Lake and Stream Protection District. Mr. McNeil noted that the amendment names the major lakes and rivers. Mr. McNeil noted that the amendment will also restore the 100ft. minimum lot frontage requirement for a dwelling in the Lake and Stream Protection District. Mr. McNeil stated the proposed amendment will correct the reference of northerly point of the Pigeon River portion of the Natural Rivers Protection District from Hackelburg Road Bridge to East Mullett Lake Road Bridge. Mr. McNeil stated he has included clarifying language relative to encouraging a natural vegetation strip on waterfront properties.

Mr. Kavanaugh asked if the list of major bodies of waters is all encompassing. Mr. McNeil stated this list of major bodies of waters will establish the Lake and Stream Protection District.

Ms. Croft asked for public comments.

Mr. Schalau stated he lives on Macarthur Road. Mr. Schalau asked if this change will have any effect on his farming operation. Mr. McNeil and the Planning Commission stated no it will make it easier to farm. Mr. McNeil stated this change will provide the proper zoning for farming.

Mr. Crawford asked why some of the named lakes, such as Silver Lake and Osmun Lake, are not included in the rezoning. Mr. McNeil stated that some of the lakes are encompassed by state land and will be rezoned to Resource Protection.

Mr. Gray stated he met with Mr. McNeil prior to the meeting and Mr. McNeil reassured him that he will be able to continue operating as he has in the past. Mr. Gray stated he is satisfied with the proposed changes.

Mr. Gauthier stated that he believes the amendment should be accepted. Mr. Gauthier referred to Section 12.2.1 (Agricultural activities including accessory buildings) and Section 12.2.5 (Tree farms, forest production and forest harvesting operations including portable sawmills, storage yards, accessory building, and related activities) and questioned why these uses are permitted in a Natural Resources Protection Zoning District. Mr. Gauthier asked why these uses are not considered a special use which would require Planning Commission review. Mr. McNeil explained that the Natural Resource Protection District has not been a large part of the dialog. Mr. McNeil stated a lot of this is publicly owned and state owned land where lumbering activities take place. Mr. McNeil stated a future project for the Planning Commission is to review all of the uses in each zoning district.

Public comment closed.

The Planning Commission reviewed the General Findings of Fact:

1. The Planning Commission finds that the Planning Commission proposes rezoning certain real properties currently zoned Lake and Stream Protection (P-LS) to Agriculture and Forestry Management (M-AF), Residential Development (D-RS), Rural Character/County Living (D-RC) and Resource Protection (P-RC).
2. The Planning Commission finds that the properties at issue, including the proposed properties to be rezoned, are represented on maps attached to proposed amendment documents relative to each zoning district.
3. The Planning Commission finds that the Cheboygan County Master Plan Future Land Use Map designates the properties with the proposed rezoning as being offered as Forest/Agricultural, Residential, Natural Resource Protection, Rural Character Country Living, and Public Interest Land. See exhibit 2

The Planning Commission reviewed the Rezoning Factors:

1. Is the proposed rezoning reasonably consistent with surrounding uses?
 - A. The Planning Commission finds that properties are directly contiguous to areas already located in the proposed zoning district, such that adding the subject properties as proposed for rezoning would not result in an isolated, detached area of land rezoned.
 - B. The Planning Commission finds that the 5 Five-year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provides the following recommendation regarding the current Lake and Stream Protection zoning district; Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5' USGS topographical map. See exhibit 2.
 - C. The Planning Commission finds that this rezoning addresses the objective within the Cheboygan County Master Plan as stated and will support the factor B.

Motion by Mr. Freese, second by Mr. Borowicz, that the factor has been met based on Will Support the Factor A, B and C. Motion carried unanimously.

2. Will there be an adverse physical impact on surrounding properties?
 - A. The Planning Commission finds that there is no evidence that the proposed rezoning would result in an adverse physical impact on surrounding properties as like uses currently exist. Activities which could occur if the subject properties are rezoned would not physically disturb the properties surrounding the land proposed for rezoning.

Motion by Mr. Freese, second by Mr. Kavanaugh, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

3. Will there be an adverse effect on property values in the adjacent area?
 - A. The Planning Commission finds that there is no evidence in the form of an appraisal or other document study which shows, that if the rezoning is approved, there would be an adverse effect on property values in the areas proposed for rezoning.

Motion by Mr. Kavanaugh, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

4. Have there been land changes in land use or other conditions in the immediate area or in the community in general which justify rezoning?
 - A. The Planning Commission finds that, development and land use along and adjacent to the properties proposed for rezoning is a viable justification for the rezoning. See exhibit 3

Motion by Mr. Kavanaugh, second by Ms. Lyon, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

5. Will rezoning create a deterrent to the improvement or development of adjacent property in accord with existing regulations?
 - A. The Planning Commission finds that given the use of surrounding properties which are not subject to the rezoning, there is no evidence that the rezoning would deter the improvement or development of adjacent property in accordance with existing regulations and the proposed rezoning is consistent with the future land use plans as proposed in Cheboygan County's future land use map. See exhibits 2, and 3.

Motion by Mr. Borowicz, second by Mr. Kavanaugh, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

6. Will rezoning grant a special privilege to an individual property owner when contrasted with other property owners in the area or the general public (i.e. will rezoning result in spot zoning)?
 - A. The Planning Commission finds that properties are directly contiguous to areas already located in the proposed

zoning district, such that adding the subject properties as proposed for rezoning would not result in a special privilege to an individual property owner or a detached area of land rezoned i.e. spot zoning.

Motion by Mr. Freese, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

7. Are there substantial reasons why the property cannot be used in accordance with its present zoning classifications?

A. The Planning Commission finds that the properties proposed for rezoning are consistent with the future land use map and are consistent with nearby uses and are particularly suitable for their existing zoning classification. See exhibits 2 and 3.

Motion by Mr. Freese, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

8. Is the rezoning in conflict with the planned use for the property as reflected in the master plan?

A. The Planning Commission finds that the future use of the properties proposed for rezoning as being consistent with the categories as provided on the Future Land Use Map and the County's Master Plan. See exhibit 2.

Motion by Mr. Freese, second by Ms. Lyon, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

9. Is the site served by adequate public facilities or is the applicant able to provide them?

A. The Planning Commission finds that this factor is not applicable as the proposed rezoning involves several sites and several different land uses.

Motion by Mr. Kavanaugh, second by Mr. Churchill, that the factor is not applicable. Motion carried unanimously.

10. Are there sites nearby already properly zoned that can be used for the intended purposes?

A. The Planning Commission finds that this factor is not applicable as the proposed rezoning is intended to provide consistency in zoning and land use.

B. The Planning Commission finds that the 5 Five-year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provides the following recommendation regarding the current Lake and Stream Protection zoning district; Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5' USGS topographical map. See exhibit 2.

Motion by Mr. Freese, second by Mr. Borowicz, that the factor has been met based on Will Support the Factor A and B. Motion carried unanimously.

Motion made by Mr. Kavanaugh, supported by Mr. Churchill, to recommend approval to the Cheboygan County Cheboygan County Board of Commissioners based upon the general findings of fact and the rezoning factors (9 of 10 are applicable). Motion carried unanimously.

UNFINISHED BUSINESS

Draft Recreation Plan

Mr. McNeil noted that the recommended changes are included in the draft of the Recreation Plan. Mr. McNeil stated the maps have been refined. Discussion was held. **Motion** made by Mr. Freese, supported by Mr. Jazdyk, to authorize the Recreation Plan to be released to the public for public input. Motion carried unanimously.

NEW BUSINESS

No comments.

STAFF REPORT

Mr. McNeil stated he will present a draft Planned Unit Development amendment at the next meeting.

Mr. McNeil stated he would also like the Planning Commission to look at an area along Levering Road in Section 31 of Beaugrand Township. Mr. McNeil stated there is a small area that is zoned Residential and the property owners have asked if this area can be rezoned to Agriculture/Forestry Management.

PLANNING COMMISSION COMMENTS

Mr. Borowicz stated there was a reference in the site plan review documents that there is no parking standard for storage facilities. Mr. Borowicz stated parking standards are redundant unless there is an employee on the site. Discussion was held.

Mr. Jazdyk stated the federal government has announced that they will be classifying the lakes and streams in the future. Mr. Jazdyk stated the states are planning on filing a lawsuit. Mr. Jazdyk questioned how that will affect zoning. Discussion was held.

PUBLIC COMMENTS

Ms. Woollcott stated she volunteered at a Michigan Coalition for Recycling booth and she had many people ask why there are no recycling bins at the state park or the public beach. Ms. Woollcott stated she hopes that the Recreation Plan incorporates building in the interest of recycling. Ms. Woollcott stated that the plan was beautifully organized and researched and she would like to see a balance between recreation for noise and putting it in an appropriate location. Ms. Woollcott stated that traffic implications on commercial recreation projects should be carefully looked at as part of the overview.

ADJOURN

Motion by Mr. Kavanaugh to adjourn. Motion carried. Meeting was adjourned at 7:43pm.



Charles Freese
Planning Commission Secretary

CHEBOYGAN COUNTY ZONING BOARD OF APPEALS MEETING & PUBLIC HEARING
WEDNESDAY, AUGUST 26, 2015 AT 7:00PM
ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING

Members Present: Charles Freese, Ralph Hemmer, Mary Street, John Thompson

Members Absent: John Moore

Others Present: Scott McNeil, Carl Muscott, Tony Matelski, Joe Gustin, Russell Crawford, Cheryl Crawford, Nancy Nash, Kathy Brilley

The meeting was called to order by Chairperson Freese at 7:00pm.

PLEDGE OF ALLEGIANCE

Chairperson Freese led the Pledge of Allegiance.

APPROVAL OF AGENDA

The agenda was presented. **Motion** by Mr. Hemmer, seconded by Ms. Street, to accept the agenda as presented. Motion carried. 4 Ayes (Freese, Hemmer, Street, Thompson), 0 Nays, 1 Absent (Moore)

APPROVAL OF MINUTES

Minutes from the July 22, 2015 Zoning Board of Appeals meeting were presented. **Motion** by Ms. Street, seconded by Mr. Hemmer, to approve the minutes as presented. Motion carried. 4 Ayes (Freese, Hemmer, Street, Thompson), 0 Nays, 1 Absent (Moore)

PUBLIC HEARING & ACTION ON REQUESTS

Joseph Gustin

Requests a 320 square foot total floor area variance for a private storage building to be located on a lot containing less than 2 acres in a Lake and Stream Protection (P-LS) zoning district. The property is located at 2062 France Lane., Benton Township, Section 16, parcel #104-016-300-019-03. Private storage buildings are limited to a total floor area of no more than 1,600 square feet on lots with 2 acres or less in this zoning district.

Mr. McNeil stated that the applicant would like to construct an addition on a private storage building that would create a total of 1,9200sf of floor area. Mr. McNeil stated this is a private storage building and it is not accessory to a home. Mr. McNeil stated parcels of this size are limited to 1600sf for a private storage building. Mr. McNeil stated that the applicant is requesting a variance of 320sf.

Mr. Freese asked if there was any additional correspondence. Mr. McNeil stated no.

Mr. Gustin stated many property owners on France Lane purchased property across from their homes for the purpose of a storage building. Mr. Gustin stated his neighbor to the left has a 40ft. x 60ft. storage building that is 16ft. in height. Mr. Gustin stated his neighbor to the right has a 30ft. x 48ft. storage building with an extension that he received a variance for approximately 3 years ago. Mr. Gustin stated this will not be the largest storage building in the area. Mr. Freese asked if Mr. Gustin will be storing a fifth wheel camper in this storage building. Mr. Gustin stated yes.

Mr. Freese asked for public comments. There were no public comments. Public comment closed.

Mr. Freese noted there is enough room to build a 13ft. 4in. addition onto the existing storage building. Mr. Freese stated this can be done without a variance.

The Zoning Board of Appeals added the following to the General Findings:

6. The addition requested is 30ft. x 24ft.
7. An addition of 13ft. 4in. is allowable without any variance.
8. A motor home requires less than 9ft. in width for parking.

Ms. Street asked Mr. Gustin if he intended to put in a drive on the side of the property. Mr. Gustin stated no and he was planning to back in the motor home. Mr. Gustin stated that the motor home is the last thing that goes into the storage building for storage during the winter time. Mr. Gustin noted that he also stores a pontoon boat, enclosed trailer and another trailer. Mr. Gustin explained that once these items go in to the storage building, nothing comes out as everything is stored right out to the door. Mr. Gustin stated that with this addition he will still have the smallest storage building in

the neighborhood. Mr. Gustin stated he maintains his property very nicely and this was noted by Mr. McNeil. Mr. Freese stated the fifth wheel camper or the boat can still be brought in from the side and put in the back. Mr. Freese stated there will be enough room with a 13ft. 4in x 30ft. addition to store the fifth wheel camper.

Mr. Thompson asked if the main purpose of the addition is for the fifth wheel camper. Mr. Thompson asked if another 400sf addition would be acceptable as this is still within 1600sf. Mr. Thompson asked how the 24ft. will be used. Mr. Gustin explained that it is difficult to maneuver and store the fifth wheel camper, boat and the trailers. Discussion was held. Mr. Gustin explained that the fifth wheel camper is 32ft. in length and will not fit in a 30ft. wide addition. Mr. Freese stated the pontoon boat can be stored in the back of the addition if there is a door. Mr. Gustin explained that the fifth wheel camper will still have to be stored by the front of door. Mr. Gustin explained that he has a truck and a car also and he will store the car in the winter time. Mr. Freese stated that legal counsel has advised that there is no requirement for anyone to have storage for anything other than a car. Mr. Freese stated that he believes that the extra 13ft. will allow the applicant to fit everything in that he needs if it is arranged.

Ms. Street stated that the fact that the neighbors have already done this does not change the fact that the Zoning Board of Appeals has to review this variance request. Mr. Gustin noted that his neighbor Tom Morrish was granted a variance from the Zoning Board of Appeals as he had the same problem with storage. Mr. Freese stated Mr. Morrish also wanted a greenhouse and a workshop on his house but was not able to do so because of the utilities along the side of the house. Discussion was held.

The Zoning Board of Appeals reviewed the Specific Findings of Fact under Section 23.5.4. The Zoning Board of Appeals agreed that 23.5.4.1, 23.5.4.2, 23.5.4.3 and 23.5.4.4 have not been met and 23.5.4.5 has been met. **Motion** by Ms. Street seconded by Mr. Hemmer, to deny the variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried. 4 Ayes (Freese, Hemmer, Street, Thompson), 0 Nays, 1 Absent (Moore)

Mr. Gustin asked if he could build 13ft. without a variance. Mr. Freese states Mr. Gustin can build 13ft. 4in. in length without a variance. Discussion was held.

John Charney

Requests a 1.27 ft. side setback variance to construct an addition to a dwelling (12ft x 24ft.). The property is located on 6769 Orchard Beach Drive, Benton Township, Section 32, parcel #105-S63-000-031-00 and is zoned Lake and Stream Protection (P-LS). A 7.1 ft. side setback is required for the subject parcel in this zoning district.

Mr. McNeil explained that Mr. Charney is requesting a 1.27ft. side setback variance. Mr. McNeil noted that the side setback for lots that are less than 80ft. wide is based on 10% of the lot width with a minimum requirement of 5ft. Mr. McNeil stated in this case the side setback requirement is 7.1ft. Mr. Freese noted the side setback requirement will be 7.168ft. Discussion was held regarding the 1ft. 2in. notation on the site plan.

Mr. Freese asked if there was any other correspondence regarding this request. Mr. McNeil stated no.

Ms. Nash noted that the 1ft. 2in. notation on the site plan will only affect the back corner of the addition and this is due to the lot being on an angle.

Mr. Freese asked for public comments. There were no public comments. Public comment closed.

Mr. Freese noted that it appears that an addition was built in the early 1970's. Ms. Nash noted that this bedroom addition meets the setback requirement. Mr. Freese noted that the setback requirement changed approximately 5 years ago. Mr. McNeil noted that previously there was an 8ft. setback requirement. Mr. Freese stated that the question for the Zoning Board of Appeals is should the variance request be granted given that the regulation has been relaxed. Mr. Freese noted that one more jog in the footprint of the addition would eliminate the need for a variance.

Ms. Street stated that offsetting the addition by 1ft. 2in. will not accomplish a lot and that the neighbor is not opposed to the request for a variance. Discussion was held regarding the Zoning Board of Appeals granting variances in the past for an extension that is parallel to the setback.

An audience member stated that she works for Nash Builders and her husband will not build a wall that is crooked as that is what the Zoning Board of Appeals is proposing be done. The audience member stated they are fixing the roof line also.

Mr. Freese stated he is not advocating building a wall that is crooked. Mr. Freese suggested bringing the wall back 1ft.

The audience member stated that it will save the property owner money if the wall is squared off. Mr. Freese stated that cost is not a factor that the Zoning Board of Appeals considers when reviewing a variance request.

The Zoning Board of Appeals reviewed the Findings of Face and the Specific Findings of Fact under Section 23.5.4. **Motion** by Mr. Freese seconded by Mr. Hemmer, to deny the variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried unanimously.

UNFINISHED BUSINESS

No comments.

NEW BUSINESS

No comments.

ZBA COMMENTS

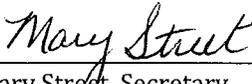
No comments.

PUBLIC COMMENTS

Mr. Muscott referred to the Cheboygan County Community Development Department Annual Report for 2014 and noted that of the 23 requests reviewed by the Zoning Board of Appeals there were 17 that were approved. Mr. Muscott stated that during training with legal counsel, Mr. Graham noted that variances might be granted 1% of the time if there is a good zoning ordinance. Mr. Muscott stated Zoning Ordinance #200 can stand improvements. Mr. Muscott is sympathetic to Mr. Gustin's request but he appreciates the Zoning Board of Appeals decision.

ADJOURN

Motion by Mr. Hemmer to adjourn. Motion carried. Meeting adjourned at 7:39pm.



Mary Street, Secretary

User: jmanko
DB: Cheboygan

PERIOD ENDING 09/30/2015

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2014	YTD BALANCE 09/30/2014	2015 ORIGINAL BUDGET	2015 AMENDED BUDGET	YTD BALANCE 09/30/2015	ACTIVITY FOR MONTH 09/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL COUNTY									
Revenues									
101-400-401.00	CURRENT TAX	7,462,953.24	3,523,087.85	7,561,151.00	7,561,151.00	3,673,697.01	1,773,127.72	3,887,453.99	48.59
101-400-401.02	CONTRIBUTION FROM RESTRICTED F	560,073.00	560,073.00	420,541.00	420,541.00	420,758.77	0.00	(217.77)	100.05
101-400-401.03	CURRENT TAX INTEREST	36,538.95	33,739.20	37,349.00	37,349.00	33,349.11	569.02	3,999.89	89.29
101-400-401.05	PROBATE BOND FEE	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00
101-400-404.00	CONVENTION & TOURISM TAX	121,883.50	95,176.50	126,116.00	126,116.00	101,691.50	0.00	24,424.50	80.63
101-400-417.00	UNPAID PERSONAL PROPERTY TAX	2,952.92	2,373.56	3,167.00	3,167.00	6,256.47	0.00	(3,089.47)	197.55
101-400-424.00	COMMERCIAL FOREST RESERVEE	208.59	208.59	580.00	580.00	193.13	0.00	386.87	33.30
101-400-425.00	SWAMP TAX REFUND	260,481.59	0.00	260,482.00	260,482.00	0.00	0.00	260,482.00	0.00
101-400-428.06	OVERSIGHT FEE/COUNTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-452.00	LICENSES & PERMITS-BUSINESS	1,021.00	760.50	1,000.00	1,000.00	750.00	49.50	250.00	75.00
101-400-476.00	SOIL SEDIMENTATION	10,190.00	8,185.00	10,000.00	10,000.00	8,805.00	1,195.00	1,195.00	88.05
101-400-477.00	LIC & PERMITS-NON-BUSINESS	15,498.00	11,521.00	15,000.00	15,000.00	12,136.00	1,599.00	2,864.00	80.91
101-400-478.00	DOG LICENSES	1,052.50	937.00	1,000.00	1,000.00	1,156.50	20.00	(156.50)	115.65
101-400-478.01	CO MARRIAGE LIC FEE	1,135.00	990.00	1,100.00	1,100.00	1,145.00	110.00	(45.00)	104.09
101-400-479.01	ZONING PERMITS	21,133.68	17,873.48	22,000.00	22,000.00	19,158.73	3,756.46	2,841.27	87.09
101-400-479.02	SP ZONING MTG	900.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-501.01	BULLETPROOF VEST PARTNERSHIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-501.03	ENFORCEMENT ZONE GRANT	0.00	0.00	0.00	9,979.00	9,908.00	5,097.00	71.00	99.29
101-400-502.01	JAIL TECH UPGRADE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-507.00	CO-OP REIMB-PROS ATTY/ADC	47,166.45	34,847.45	42,500.00	42,500.00	32,967.09	3,178.51	9,532.91	77.57
101-400-507.01	PROS ATTY VICTIMS RIGHTS	44,440.46	33,681.00	50,424.00	50,267.55	39,664.54	15,019.62	10,603.01	78.91
101-400-507.02	WELFARE FRAUD	1,372.50	697.50	225.00	225.00	225.00	225.00	0.00	100.00
101-400-507.03	CSPA STATE SUPPL PYT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-508.00	WOMEN'S RESOURCE GRANT	0.00	0.00	0.00	500.00	500.00	0.00	0.00	100.00
101-400-510.00	STONEGARDEN GRANT	68,740.19	68,740.19	33,500.00	33,500.00	31,225.82	0.00	2,274.18	93.21
101-400-512.00	U.S. DEPARTMENT OF JUSTICE GRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-513.00	US DEPT OF AGRICULTURE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-514.01	MARINE SAFETY EQUIPMENT - FEDE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-527.00	BRYNE GRANT	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-532.00	CONSTRUCTION CODE ADMIN	52,678.00	0.00	45,653.00	45,653.00	0.00	0.00	45,653.00	0.00
101-400-533.00	HOUSING ADMIN	9,266.44	0.00	47,116.00	47,116.00	0.00	0.00	47,116.00	0.00
101-400-535.00	JUVENILE ACCOUNTABILITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-540.00	COURT EQUITY FUND	129,701.76	90,841.00	129,489.00	129,489.00	92,222.00	0.00	37,267.00	71.22
101-400-541.00	PROBATE JUDGES' SALARY	103,265.50	94,195.00	94,195.00	94,195.00	94,195.00	23,548.75	0.00	100.00
101-400-541.01	PROBATE STAND/PAYMT	45,724.00	45,724.00	45,724.00	45,724.00	45,724.00	11,431.00	0.00	100.00
101-400-541.02	CIRCUIT STAND/PAYMT	45,724.00	45,724.00	45,724.00	45,724.00	45,724.00	11,431.00	0.00	100.00
101-400-541.03	DISTRICT STAND/PAYMT	36,579.20	36,579.20	36,579.00	36,579.00	36,579.20	9,144.80	(0.20)	100.00
101-400-542.00	ORV ENFORCEMENT GRANT	14,288.62	0.00	17,750.00	17,750.00	285.00	285.00	17,465.00	1.61
101-400-543.00	SECONDARY RD PATROL/GRANT	52,797.82	34,199.56	52,359.00	52,359.00	36,782.94	1,776.52	15,576.06	70.25
101-400-543.04	M.M.R.M.A GRANT	2,617.00	2,617.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-544.00	MARINE SAFETY PROGRAM	46,900.00	0.00	46,900.00	46,900.00	0.00	0.00	46,900.00	0.00
101-400-544.01	SNO-MOBILE SAFETY/PROGRAM	11,082.17	11,995.83	7,500.00	7,500.00	7,429.02	0.00	70.98	99.05
101-400-545.01	CASEFLOW ASSIST GRANT/DIST	11,525.58	11,525.58	10,000.00	10,000.00	10,170.42	0.00	(170.42)	101.70
101-400-545.02	CASEFLOW ASST GRANT/CIR CT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-560.00	COUNTY JUVENILE OFFICER GRANT	27,317.04	20,487.78	27,317.00	27,317.00	20,487.78	6,829.26	6,829.22	75.00
101-400-569.05	L.E.P.C.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-570.00	CIGARETTE TAX	0.00	0.00	879.00	879.00	0.00	0.00	879.00	0.00
101-400-572.00	STATE GRANT - MSHDA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-574.00	STATE REVENUE SHARING	0.00	0.00	242,507.00	242,507.00	243,565.54	0.00	(1,058.54)	100.44
101-400-574.01	REVENUE SHARING - COUNTY INCEN	0.00	0.00	60,627.00	60,627.00	60,891.39	0.00	(264.39)	100.44
101-400-575.00	TWP LIQUOR LICENSE	770.00	770.00	770.00	770.00	770.00	770.00	0.00	100.00
101-400-580.01	CONTRIB FROM OTHER UNITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-581.00	REV FROM OTHER COUNTIES	51,411.02	39,079.34	42,596.00	42,596.00	38,885.08	3,989.50	3,710.92	91.29
101-400-582.00	SHERIFF LOCAL GRANTS	1,807.94	1,202.00	0.00	5,762.91	1,100.00	0.00	4,662.91	19.09

User: jmanko

DB: Cheboygan

PERIOD ENDING 09/30/2015

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2014	YTD BALANCE 09/30/2014	2015 ORIGINAL BUDGET	2015 AMENDED BUDGET	YTD BALANCE 09/30/2015	ACTIVITY FOR MONTH 09/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL COUNTY									
Revenues									
101-400-583.00	LOCAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-601.00	CIR CRT COSTS	39,178.77	31,748.88	42,000.00	42,000.00	30,108.41	3,744.50	11,891.59	71.69
101-400-601.01	ATTY FEE REIMB/CIRCUIT	29,608.43	21,754.90	29,000.00	29,000.00	21,096.75	1,173.00	7,903.25	72.75
101-400-601.10	CIR CT GARNISHMENT	810.00	450.00	500.00	500.00	585.00	210.00	(85.00)	117.00
101-400-602.00	CONTEMPT OF COURT FEE PROBATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-603.00	DISTRICT CRT COSTS	272,860.93	220,972.23	300,000.00	300,000.00	293,754.07	44,189.55	6,245.93	97.92
101-400-603.01	PROBATE CRT COSTS	1,880.00	1,520.00	1,500.00	1,500.00	1,191.00	287.00	309.00	79.40
101-400-603.11	SMOKING FEES	75.00	75.00	300.00	300.00	375.00	0.00	(75.00)	125.00
101-400-607.02	CTY GENERAL FILING FEE	5,425.00	4,061.00	6,000.00	6,000.00	4,402.00	527.00	1,598.00	73.37
101-400-607.03	LATE FEE PRISONER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-607.04	CHARGE FOR SERVICE	223,958.00	132,486.00	207,000.00	207,000.00	122,828.00	122,828.00	84,172.00	59.34
101-400-608.01	MOTION FEE COUNTY	3,160.00	2,410.00	4,000.00	4,000.00	2,190.00	290.00	1,810.00	54.75
101-400-608.02	COUNTY APPEAL FEE	106.00	81.00	200.00	200.00	31.00	0.00	169.00	15.50
101-400-610.00	JURY FEE CIR CT	895.00	580.00	2,000.00	2,000.00	980.00	230.00	1,020.00	49.00
101-400-612.00	TUSCARORA TWP ORDINANCE FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-612.01	GIS	3,145.00	3,035.00	1,500.00	1,500.00	560.00	115.00	940.00	37.33
101-400-613.00	DIST CRT/CIVIL FEES	54,794.50	37,161.00	50,000.00	50,000.00	39,892.15	9,483.40	10,107.85	79.78
101-400-613.10	COUNTY REMONUMENTATION	317.82	238.38	300.00	300.00	239.34	31.26	60.66	79.78
101-400-614.00	VIOLATION CLEARANCE RECORD	2,638.33	2,023.33	2,700.00	2,700.00	2,236.67	165.00	463.33	82.84
101-400-615.00	DIST CRT/BOND COSTS & FEES	6,575.00	5,230.00	6,300.00	6,300.00	6,804.00	980.00	(504.00)	108.00
101-400-617.00	PROBATE CRT - FEES	40.00	40.00	30.00	30.00	0.00	0.00	30.00	0.00
101-400-617.01	CERTIFIED FEES	1,353.00	1,134.00	800.00	800.00	629.00	96.00	171.00	78.63
101-400-617.02	MARRIAGE CEREMONIES	116.00	100.00	120.00	120.00	108.00	20.00	12.00	90.00
101-400-617.03	JURY FEE DEMAND	0.00	0.00	20.00	20.00	0.00	0.00	20.00	0.00
101-400-617.06	WILLS/SAFE KEEPING	75.00	75.00	200.00	200.00	50.00	0.00	150.00	25.00
101-400-617.07	INVENTORY FEE	10,011.39	6,876.82	7,500.00	7,500.00	6,130.59	530.60	1,369.41	81.74
101-400-617.08	PROBATE CRT/DEPOSIT BOXES	10.00	0.00	20.00	20.00	0.00	0.00	20.00	0.00
101-400-617.10	PROBATE CRT-MOT/PET/ACCT/OB	1,410.00	1,180.00	1,100.00	1,100.00	1,120.00	140.00	(20.00)	101.82
101-400-618.00	CO TREAS-CURRENT SERVICES	4,743.50	4,039.50	4,000.00	4,000.00	3,987.00	281.00	13.00	99.68
101-400-618.01	VETERAN'S FEES - ID CARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-618.02	REGISTER OF DEEDS TAX CERTIFIC	0.00	0.00	0.00	0.00	1,355.00	555.00	(1,355.00)	100.00
101-400-619.00	CO CLERK/CURRENT SERVICES	25,602.72	20,599.72	25,000.00	25,000.00	23,381.51	1,781.00	1,618.49	93.53
101-400-619.01	PASSPORT FEES	1,525.00	1,375.00	1,250.00	1,250.00	1,275.00	150.00	(25.00)	102.00
101-400-619.02	CREMATION FEE	1,730.00	1,280.00	1,800.00	1,800.00	980.00	70.00	820.00	54.44
101-400-619.03	SUBPOENA FEE	30.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-619.04	CRIME VICTIM ADMIN FEES	1,691.15	1,209.10	1,500.00	1,500.00	1,367.06	114.15	132.94	91.14
101-400-619.05	STATE FORENSIC ADMIN FEE	1.00	0.00	0.00	0.00	0.75	0.00	(0.75)	100.00
101-400-619.06	NOTARY FEES	328.00	216.00	500.00	500.00	304.00	32.00	196.00	60.80
101-400-620.00	REGISTER OF DEEDS FEES	201,164.60	151,997.95	200,000.00	200,000.00	166,228.90	25,012.95	33,771.10	83.11
101-400-622.00	C.C.F. COLLECTION FEE	3,821.72	3,468.99	2,000.00	2,000.00	2,576.94	352.50	(576.94)	128.85
101-400-622.01	25% ATTY FEES REIMB	940.21	768.62	1,200.00	1,200.00	459.44	30.00	740.56	38.29
101-400-622.02	ATTY FEE REIMB/PROBATE	4,065.89	3,551.12	5,000.00	5,000.00	1,378.34	90.00	3,621.66	27.57
101-400-625.00	DNA COLLECTION	21.00	12.25	0.00	0.00	12.00	0.00	(12.00)	100.00
101-400-625.01	SEX OFFENDER REGISTRATION	2,420.00	2,340.00	2,800.00	2,800.00	2,580.00	20.00	220.00	92.14
101-400-625.25	DNA COLLECTION - SHERIFF	0.00	0.00	0.00	0.00	30.00	0.00	(30.00)	100.00
101-400-625.36	DNA COLLECTION - DISTRICT COUF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-628.02	BOAT LIVERY INSPECTIONS	46.00	46.00	100.00	100.00	64.00	0.00	36.00	64.00
101-400-628.03	PRISONER BOARD	55,570.92	43,390.37	45,000.00	45,000.00	40,766.04	6,115.44	4,233.96	90.59
101-400-628.04	PRISONER MEDICAL	6,333.58	4,284.03	6,000.00	6,000.00	3,184.36	641.06	2,815.64	53.07
101-400-628.05	ACCIDENT REPORT FEES	1,191.31	886.87	1,000.00	1,000.00	712.86	30.00	287.14	71.29
101-400-628.07	DOC/TRANSPORT REIMB	3,138.97	2,902.57	2,500.00	2,500.00	2,698.50	504.30	(198.50)	107.94
101-400-628.08	WORK RELEASE	29,668.25	21,730.25	30,000.00	30,000.00	37,298.66	5,680.00	(7,298.66)	124.33
101-400-628.09	PRISONER BOARD-OUT COUNTY	5,507.00	3,232.00	20,000.00	20,000.00	70.00	0.00	19,930.00	0.35
101-400-628.10	DIVERTED FELONS-LOC REIMBURSE	80,102.00	62,867.50	60,000.00	60,000.00	45,447.50	5,115.00	14,552.50	75.75

User: jmanko

DB: Cheboygan

PERIOD ENDING 09/30/2015

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GL NUMBER	DESCRIPTION	END BALANCE 12/31/2014	YTD BALANCE 09/30/2014	2015 ORIGINAL BUDGET	2015 AMENDED BUDGET	YTD BALANCE 09/30/2015	ACTIVITY FOR MONTH 09/30/2015	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL COUNTY									
Revenues									
101-400-628.12	PRISONER TRANSPORT REIMBURSE	441.77	250.73	2,000.00	2,000.00	261.70	0.00	1,738.30	13.09
101-400-628.13	MEDICAL REIMBURSE-OUT COUNTY	0.00	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-400-628.14	FINDERS FEE SS JAIL	13,400.00	11,000.00	7,000.00	7,000.00	6,600.00	800.00	400.00	94.29
101-400-628.16	PRE-EMPLOYMENT FINGERPRINTS	290.00	200.00	100.00	100.00	210.00	0.00	(110.00)	210.00
101-400-628.18	DRUNK DRIVERS ASSESSMENT	4,094.00	3,155.00	3,000.00	3,000.00	3,901.00	127.00	(901.00)	130.03
101-400-630.00	OTHER REVENUE	28,904.71	20,625.41	100.00	100.00	125.92	15.00	(25.92)	125.92
101-400-630.03	SALE BOOK	162.00	162.00	50.00	50.00	226.00	10.00	(176.00)	452.00
101-400-632.00	ADMIN/CRIME VIC RIGHTS ASST	59.50	42.00	0.00	0.00	60.89	6.77	(60.89)	100.00
101-400-639.00	GAMBLING SCREENING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-644.00	SALE OF SCRAP & SALVAGE	4,742.00	942.00	0.00	0.00	38.00	0.00	(38.00)	100.00
101-400-647.00	DVD RECORDINGS	325.00	325.00	400.00	400.00	150.00	0.00	250.00	37.50
101-400-650.02	REGISTRATION / ENTRY FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-651.10	REGISTER OF DEEDS - ONLINE SER	12,237.00	9,760.00	15,000.00	15,000.00	9,510.00	943.00	5,490.00	63.40
101-400-654.99	GRAND STAND RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-655.03	50/50 RAFFLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-656.00	BOND FORFEITURES	9,650.00	8,685.00	7,000.00	7,000.00	4,280.00	245.00	2,720.00	61.14
101-400-656.01	ORDINANCE FINES & COSTS	15,260.71	11,838.03	15,000.00	15,000.00	13,380.10	2,174.66	1,619.90	89.20
101-400-657.00	DRUG FORFEITURES - SHERIFF	6,656.58	4,156.58	0.00	0.00	300.00	300.00	(300.00)	100.00
101-400-657.01	DRUG FORFEITURES - PROSECUTOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-658.00	FORFEITURES - SHERIFF	0.00	0.00	0.00	0.00	3,054.53	3,048.93	(3,054.53)	100.00
101-400-665.00	INTEREST EARNED	7,457.16	3,843.88	6,000.00	6,000.00	5,959.17	518.34	40.83	99.32
101-400-665.01	T & A INTEREST	909.46	117.41	500.00	500.00	638.51	201.64	(138.51)	127.70
101-400-668.00	RENTS	62,200.08	43,500.06	62,200.00	62,200.00	43,500.06	4,833.34	18,699.94	69.94
101-400-669.00	BLDG & GROUNDS RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-669.02	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-673.00	SALE OF FIXED ASSETS	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-673.01	CAMPING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-675.00	CONTRIB & DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-675.05	CONTRIBUTION TO MARINE DIVISIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-675.06	DONATION - CANINE UNIT	2,307.69	1,511.54	5,000.00	16,800.00	14,988.79	925.67	1,811.21	89.22
101-400-676.00	CONT FROM OTHER FUNDS	37,524.47	0.00	36,209.00	36,209.00	0.00	0.00	36,209.00	0.00
101-400-676.01	REIMBURSEMENTS	2,823.44	488.00	0.00	0.00	644.22	0.00	(644.22)	100.00
101-400-676.13	89TH JURY REIMBURSEMENT	780.00	780.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-676.14	CIR CRT JURY REIMBURSEMENT	1,767.50	1,395.00	3,000.00	3,000.00	2,957.50	0.00	42.50	98.58
101-400-676.17	89TH DISTRICT COURT REIMBURSEM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-676.18	PROBATE JURY REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-678.00	INSURANCE & BOND REIMBURSEMENT	58,949.64	58,949.64	5,177.00	5,177.00	113,837.70	0.00	(108,660.70)	2,198.91
101-400-681.00	ELECTION REFUNDS	715.84	656.80	800.00	800.00	139.20	43.52	660.80	17.40
101-400-682.00	DATA PROCESSING FEES	19,826.14	2,242.09	18,500.00	18,500.00	2,490.00	100.00	16,010.00	13.46
101-400-682.01	PA BLOOD TEST REIMB	116.25	86.67	150.00	150.00	149.69	15.00	0.31	99.79
101-400-682.02	AERIAL MAPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-682.03	COUNTY MAPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-683.00	RETURNED CHECK FEES	322.04	297.04	600.00	600.00	275.00	25.00	325.00	45.83
101-400-686.00	P/A LEGAL/ABUSED & NEG CHLD	13,365.78	5,791.11	26,600.00	26,600.00	8,648.34	1,165.00	17,951.66	32.51
101-400-687.00	WAGE REIMBURSEMENT	6,000.00	0.00	17,543.00	17,543.00	0.00	0.00	17,543.00	0.00
101-400-688.00	REFUNDS - GENERAL	17,026.16	16,150.36	4,500.00	4,500.00	3,244.67	504.58	1,255.33	72.10
101-400-688.01	MOVEABLE ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-688.02	ZONING BOOKS	73.29	73.29	0.00	0.00	0.00	0.00	0.00	0.00
101-400-688.06	SHERIFF WAGE REIMB	12,244.12	7,635.31	9,000.00	9,000.00	7,133.53	2,120.65	1,866.47	79.26
101-400-688.08	INMATE TELEPHONE	21,633.00	15,325.73	25,000.00	25,000.00	13,540.78	2,229.01	11,459.22	54.16
101-400-688.09	NON-REIMBURSABLE/REIMB	5,669.44	5,628.19	2,000.00	2,000.00	661.65	71.25	1,338.35	33.08
101-400-688.11	M.A.P.S.	8,930.25	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-400-688.15	SHERIFF PBT'S	2,209.31	1,576.00	2,000.00	2,000.00	2,025.00	142.00	(25.00)	101.25
101-400-688.17	POSTAGE REIMBURSEMENTS	148.30	115.62	100.00	100.00	92.76	11.53	7.24	92.76

PERIOD ENDING 09/30/2015

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Fund 101 - GENERAL COUNTY									
Expenditures									
682	VETERANS	128,002.08	97,141.41	137,264.00	138,054.00	69,474.33	9,050.13	68,579.67	50.32
691	CHEBOYGAN COUNTY HOUSING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
700	CASH CONTROL	0.00	0.00	0.00	2,089.80	0.00	0.00	2,089.80	0.00
731	COUNTY MSU EXTENSION OFFICE	121,195.68	89,847.54	127,601.00	126,200.00	92,318.09	4,762.53	33,881.91	73.15
751	FAIR GROUNDS / EVENTS	35,853.53	32,769.98	36,581.00	36,581.00	19,506.72	2,528.11	17,074.28	53.32
753	VETERAN'S PARK	0.00	0.00	10,900.00	10,900.00	6,130.00	6,130.00	4,770.00	56.24
784	SOIL CONSERVATION	12,899.01	9,591.76	13,350.00	13,350.00	9,821.96	0.75	3,528.04	73.57
802	PLAT BOARD	0.00	0.00	200.00	200.00	0.00	0.00	200.00	0.00
900	SPECIAL APPROPRIATIONS	87,250.00	75,600.00	88,000.00	99,000.00	90,918.61	0.00	8,081.39	91.84
902	APPRO/TRANSFERS TO OTHER FUNDS	1,004,635.78	586,907.30	1,119,370.00	1,129,021.08	563,266.83	102,591.44	565,754.25	49.89
941	GENERAL CONTINGENCY	0.00	0.00	157,331.00	157,331.00	0.00	0.00	157,331.00	0.00
954	INSURANCES	144,222.09	104,121.59	147,015.00	147,015.00	161,693.26	30,463.66	(14,678.26)	109.98
TOTAL Expenditures		10,711,379.33	7,745,259.83	11,629,504.00	11,794,794.73	7,737,655.80	763,124.59	4,057,138.93	65.60
Fund 101 - GENERAL COUNTY:									
TOTAL REVENUES		11,113,742.03	6,041,613.91	11,629,504.00	11,794,794.73	6,359,654.32	2,125,429.05	5,435,140.41	53.92
TOTAL EXPENDITURES		10,711,379.33	7,745,259.83	11,629,504.00	11,794,794.73	7,737,655.80	763,124.59	4,057,138.93	65.60
NET OF REVENUES & EXPENDITURES		402,362.70	(1,703,645.92)	0.00	0.00	(1,378,001.48)	1,362,304.46	1,378,001.48	100.00

CASH SUMMARY BY FUND FOR CHEBOYGAN COUNTY

FROM 09/01/2015 TO 09/30/2015

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 09/01/2015	Total Debits	Total Credits	Ending Balance 09/30/2015
101	GENERAL COUNTY	4,048,108.00	2,417,973.06	1,079,576.93	5,386,504.13
102	FAMILY COUNSELING FUND	23,093.32	300.00	0.00	23,393.32
105	TERMINATION LIABILITY FUND	12,580.29	0.00	0.00	12,580.29
107	P A 302 TRAINING FUND	7,888.21	0.00	0.00	7,888.21
108	PUBLIC ACT 106 FUND	0.00	0.00	0.00	0.00
111	PROBATION ENHANCEMENT FUND	18,058.83	139.50	4,584.79	13,613.54
112	VICTIM'S RESTITUTION FUND	103.30	0.00	0.00	103.30
114	COUNTY REMONUMENTATION GRANT FUND	(10,218.39)	0.00	0.00	(10,218.39)
201	COUNTY ROAD	1,803,986.95	588,616.26	854,861.14	1,537,742.07
210	JAWS OF LIFE FUND	0.00	0.00	0.00	0.00
211	COMMUNITY PROJECTS	2,896.35	0.00	0.00	2,896.35
214	SANE/SPECIAL PROSECUTION UNIT	0.00	0.00	0.00	0.00
215	FRIEND OF THE COURT-FAMILY COURT FUND	(58,503.99)	148,379.00	115,371.37	(25,496.36)
217	AMBULANCE MILLAGE	111,750.55	0.39	27,097.66	84,653.28
220	DORIS REID BUILDING	53,333.67	6,225.60	4,685.33	54,873.94
226	RECYCLING	173,878.88	4,666.68	35,437.26	143,108.30
230	CELLULAR PHONE FLOW THROUGH	0.00	0.00	0.00	0.00
231	CCE 911 4% PHONE SURCHARGE	79.58	614.32	394.59	299.31
234	DNR FOREST FLOW THROUGH	0.00	0.00	0.00	0.00
245	PUBLIC IMPROVEMENT	6,041.36	0.00	0.00	6,041.36
249	BUILDING DEPARTMENT FUND	35,434.97	61,342.79	36,663.75	60,114.01
256	REGISTER OF DEEDS AUTOMATION	344,160.73	3,422.83	955.71	346,627.85
258	DISASTER CONTINGENCY FUND	10,000.00	0.00	0.00	10,000.00
260	SHERIFF'S WORK CREW PROGRAM	358.65	2,130.27	1,638.87	850.05
262	SHERIFF SPECIAL PROJECTS FUND	1,556.05	0.00	0.00	1,556.05
263	ORV FUND	1,725.00	0.00	0.00	1,725.00
264	LOCAL CORR OFFICER TRAIN FUND	16,962.66	772.28	0.00	17,734.94
266	D.A.R.E.	3,398.69	0.00	0.00	3,398.69
267	DRUG COURT - ADULT - CIRCUIT	13,019.02	2,945.94	11,840.86	4,124.10
268	SOBRIETY COURT	9,862.42	395.00	203.50	10,053.92
269	COUNTY LAW LIBRARY	3,345.80	0.00	2,005.70	1,340.10
270	VETERANS ASSISTANCE FUND	22,181.11	0.00	0.00	22,181.11
276	SAYPA PROGRAM	84,375.77	0.00	330.00	84,045.77
277	SENIOR CITIZEN MILLAGE	306,852.75	0.80	52,372.91	254,480.64
281	CHEBOYGAN COUNTY HOUSING COMM-ESCROW	24,741.29	248.85	0.00	24,990.14
283	CHEBOYGAN COUNTY HOUSING GRANT	103,186.29	538.65	16.42	103,708.52
286	REVENUE SHARING RESERVE FUND	0.00	0.00	0.00	0.00
289	CHEB SOC SER - COUNTY FUNDS	0.00	112.20	112.20	0.00
292	CHILD CARE - FAMILY COURT	5,548.30	108,384.79	106,542.89	7,390.20
293	SOLDIERS RELIEF	0.00	0.00	0.00	0.00
294	VETERANS TRUST	154.73	0.00	0.00	154.73
297	SENIOR CITIZENS/BUSING FUND	0.00	0.00	0.00	0.00
299	DAV VAN	600.00	0.00	0.00	600.00
351	INVERNESS SEWER PROJECT	158,015.72	0.45	152,668.75	5,347.42
352	CTY ROAD CONST PROJECT DEBT SERVICE	217,404.76	18,018.22	0.00	235,422.98
401	CRT HOUSE PRESERVATION FUND	(129,768.30)	30.00	532.40	(130,270.70)
418	D.H.S. BUILDING FUND	0.00	0.00	0.00	0.00
422	DORIS REID BUILDING CAPITAL PROJECT	(1,737.44)	0.00	102.80	(1,840.24)

CASH SUMMARY BY FUND FOR CHEBOYGAN COUNTY
 FROM 09/01/2015 TO 09/30/2015
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 09/01/2015	Total Debits	Total Credits	Ending Balance 09/30/2015
430	ANIMAL CONTROL CAPTIAL PROJECT FUND	14,956.79	0.00	39,630.00	(24,673.21)
450	CCE 911 DEVELOPMENT & CAPITAL FUND	268,177.96	0.00	0.00	268,177.96
509	COUNTY MARINA	150,480.65	41,309.43	112,013.06	79,777.02
516	100% TAX PAYMENT FUND	6,965,692.98	226,271.58	7,390.14	7,184,574.42
517	TAX FORCLOSURE FUND	166,560.05	17,483.01	9,455.89	174,587.17
561	COUNTY FAIR	12,662.28	24,388.03	51,732.10	(14,681.79)
588	STRAITS REGIONAL RIDE	116,665.43	90,241.32	165,707.60	41,199.15
595	JAIL COMMISSARY FUND	27,343.97	9,316.76	10,796.99	25,863.74
701	T & A ACCOUNT	1,518,381.59	9,099,099.95	4,179,622.80	6,437,858.74
706	FRIEND OF THE COURT	5,354.74	0.00	5,154.73	200.01
721	LIBRARY	65,602.19	24,054.34	0.00	89,656.53
760	DISTRICT COURT	15,392.15	0.00	1,698.77	13,693.38
764	INMATE TRUST FUND	5,540.53	32,876.11	33,132.69	5,283.95
802	REVOLVING DRAIN FUND	100.00	0.00	0.00	100.00
	TOTAL - ALL FUNDS	16,757,367.19	12,930,298.41	7,104,330.60	22,583,335.00

QUARTERLY FUND BALANCE REPORT FOR CHEBOYGAN COUNTY
AS OF 9/30/15
PREPARED BY - JAMES MANKO, ACCOUNTANT

Fund	Fund Name	Beginning Fund Balance Per Audit	Year-to-Date Revenues	Year-to-Date Expenditures	Year-to-Date Fund Balance	Net Change in Fund Balance	
101	General County	\$6,933,007	\$6,359,654	\$7,737,656	\$5,555,005	(\$1,378,002)	
102	Family Counseling	\$21,218	\$2,175	\$0	\$23,393	\$2,175	
105	Termination Liability	\$17,647	\$0	\$5,067	\$12,580	(\$5,067)	A
107	PA 302 Training	\$9,715	\$2,123	\$3,950	\$7,888	(\$1,827)	
108	Public Act 106	\$0	\$203,383	\$203,383	\$0	\$0	Z
111	Probation Enhancement	\$16,326	\$3,196	\$5,909	\$13,613	(\$2,713)	
112	Victim's Restitution	\$104	\$0	\$0	\$104	\$0	
114	Remonumentation Grant	\$23,610	\$24,122	\$57,649	(\$9,917)	(\$33,527)	
201	County Road	\$1,151,459	\$6,004,195	\$5,617,912	\$1,537,742	\$386,283	R
211	Community Projects	\$2,818	\$500	\$421	\$2,897	\$79	
215	Friend of the Court	\$0	\$350,238	\$350,238	\$0	\$0	F
217	Ambulance Millage	\$0	\$328,532	\$243,879	\$84,653	\$84,653	
220	Doris Reid Building	\$54,159	\$59,733	\$58,912	\$54,980	\$821	
226	Recycling	\$29,443	\$306,954	\$177,526	\$158,871	\$129,428	
230	Cellular Phone Flow Through	\$0	\$114,241	\$114,241	\$0	\$0	Z
231	CCE 911 4% Phone Surcharge	\$319	\$119,257	\$119,276	\$300	(\$19)	*
234	DNR Forest Flow Through	\$0	\$8,780	\$8,780	\$0	\$0	Z
245	Public Improvement	\$6,041	\$0	\$0	\$6,041	\$0	
249	Building Department Fund	\$0	\$315,871	\$255,664	\$60,207	\$60,207	
256	Register of Deeds Automation	\$337,680	\$26,004	\$17,056	\$346,628	\$8,948	
258	Disaster Contingency	\$10,000	\$0	\$0	\$10,000	\$0	
260	Sheriff Work Crew Program	\$0	\$7,327	\$6,477	\$850	\$850	N
262	Sheriff Special Projects	\$1,557	\$0	\$0	\$1,557	\$0	
263	ORV	\$1,650	\$75	\$0	\$1,725	\$75	
264	Local Corrections Officer Training	\$18,349	\$6,195	\$6,809	\$17,735	(\$614)	
266	D.A.R.E	\$3,559	\$0	\$160	\$3,399	(\$160)	
267	Drug Court	\$8,437	\$64,290	\$58,101	\$14,626	\$6,189	
268	Sobriety Court	\$8,656	\$4,245	\$2,922	\$9,979	\$1,323	
269	Law Library	\$0	\$9,901	\$8,561	\$1,340	\$1,340	F
270	Veterans Assistance	\$19,611	\$2,780	\$210	\$22,181	\$2,570	
276	SAYPA	\$24,395	\$62,152	\$3,376	\$83,171	\$58,776	

QUARTERLY FUND BALANCE REPORT FOR CHEBOYGAN COUNTY
AS OF 9/30/15
PREPARED BY - JAMES MANKO, ACCOUNTANT

Fund	Fund Name	Beginning Fund Balance Per Audit	Year-to-Date Revenues	Year-to-Date Expenditures	Year-to-Date Fund Balance	Net Change in Fund Balance
277	Senior Citizen Millage	\$127,295	\$657,196	\$530,010	\$254,481	\$127,186
281	Housing Escrow	\$19,486	\$9,554	\$4,050	\$24,990	\$5,504
283	Housing Grant	\$152,418	\$150,581	\$139,046	\$163,953	\$11,535
286	Revenue Sharing Reserve	\$420,630	\$128	\$420,758	\$0	(\$420,630) C
289	Cheboygan Social Service	\$0	\$1,210	\$1,210	\$0	\$0 F
292	Child Care Welfare/Probate	\$48,306	\$947,584	\$923,189	\$72,701	\$24,395
293	Soldier's Relief	\$0	\$771	\$771	\$0	\$0 F
294	Veterans Trust	\$1,560	\$3,188	\$4,593	\$155	(\$1,405)
297	Senior Citizens/Busing	\$0	\$18,750	\$18,750	\$0	\$0 Z
299	DAV Van	\$600	\$0	\$0	\$600	\$0
351	Inverness Sewer Project	\$5,344	\$215,341	\$215,338	\$5,347	\$3
352	County Road Debt Service	\$276,362	\$162,131	\$185,070	\$253,423	(\$22,939) R
401	Court House Preservation	\$0	\$110	\$130,381	(\$130,271)	(\$130,271) A
422	Doris Reid Building Capital Project	\$0	\$0	\$1,840	(\$1,840)	(\$1,840) A
430	Animal Control Capital Project	\$0	\$28,000	\$52,673	(\$24,673)	(\$24,673) A
450	CCE 911 Development	\$268,178	\$14,800	\$14,800	\$268,178	\$0
509	County Marina	\$1,556,664	\$429,756	\$448,886	\$1,537,534	(\$19,130)
516	100% Tax Payment Fund	\$8,858,341	\$396,539	\$35,456	\$9,219,424	\$361,083
517	Tax Foreclosure Fund	\$293,091	\$93,256	\$161,261	\$225,086	(\$68,005)
561	County Fair	\$0	\$127,324	\$142,006	(\$14,682)	(\$14,682)
588	Straits Regional Ride	\$562,272	\$577,837	\$726,318	\$413,791	(\$148,481)
595	Jail Commissary Fund	\$13,593	\$86,943	\$74,672	\$25,864	\$12,271
802	Revolving Drain Fund	\$100	\$0	\$0	\$100	\$0
TOTALS		\$21,304,000	\$18,306,922	\$19,295,213	\$20,315,709	(\$988,291)

- * Pass through account - disbursement to be made prior to year end - fund balance will be \$0.
- A Funded by an annual year end appropriation - fund balance will be positive at year end.
- C Final year of the Revenue Sharing Reserve - fund will be closed at 12/31/15.
- F Funded on an as needed basis - fund should have a zero (\$0) fund balance at the end of the year.
- N New fund for 2015.
- R As recorded on the books of the County.
These entities do their own record keeping and trial balances are combined at year end for audit purposes.
- Z Pass through account or reimbursement grant - fund should have a zero (\$0) fund balance.

Cheboygan County
Summary of Expenses by Category
Prepared as of 9/30/15
Prepared by James Manko - Accountant
Reviewed by Kari Kortz - Finance Director

Activity	Description	2014 AMENDED BUDGET	2014 ACTIVITY THRU 9/30/14	2015 AMENDED BUDGET	2015 ACTIVITY THRU 9/30/15	% Change From 2014 Budget to 2015 YTD Budget	% Change From 2014 YTD Activity to 2015 YTD Activity	2014 % of Total Activity	2015 % of Total Activity
700 Total	Uncategorized	29,153	20,335	8,818	0	-69.75%	-100.00%		
	Subtotal Uncategorized	29,153	20,335	8,818	0	-69.75%	-100.00%	0.26%	0.00%
703 Total	Wages	1,076,068	808,615	1,124,255	805,453	4.48%	-0.39%		
704 Total	Wages	37,764	27,575	34,965	24,612	-7.41%	-10.75%		
705 Total	Wages	0	0	7,982	7,911	100.00%	100.00%		
718 Total	Wages	3,283,097	2,524,436	3,524,514	2,567,364	7.35%	1.70%		
719 Total	Wages	41,321	30,914	44,860	29,779	8.56%	-3.67%		
720 Total	Wages	22,777	20,955	21,604	20,952	-5.15%	-0.01%		
724 Total	Wages	11,791	8,004	14,413	7,087	22.24%	-11.46%		
	Subtotal Wages	4,472,818	3,420,500	4,772,593	3,463,157	6.70%	1.25%	44.16%	44.76%
706 Total	Per Diem	49,740	29,190	61,300	36,410	23.24%	24.73%		
	Subtotal Per Diem	49,740	29,190	61,300	36,410	23.24%	24.73%	0.38%	0.47%
712 Total	Fringe Benefits	2,239,765	1,673,793	2,332,742	1,685,183	4.15%	0.68%		
717 Total	Cleaning Allowance	18,000	18,000	18,050	18,050	0.28%	0.28%		
721 Total	Rx Reimbursement	1,500	500	1,500	0	0.00%	-100.00%		
	Subtotal Fringe Benefits	2,259,265	1,692,293	2,352,292	1,703,233	4.12%	0.65%	21.85%	22.01%
722 Total	Year-end Salary Adjustments (Accruals)	0	(265,157)	0	(295,533)	0.00%	11.46%		
	Subtotal Year-end Salary Adjustments	0	(265,157)	0	(295,533)	0.00%	11.46%	-3.42%	-3.82%
727 Total	Office Supplies	79,995	48,145	72,406	40,702	-9.49%	-15.46%		
728 Total	Printed Matter	1,578	0	1,000	0	-36.63%	0.00%		
729 Total	Other Supplies	600	247	2,100	380	250.00%	53.90%		
730 Total	Postage	69,817	56,199	75,071	51,946	7.52%	-7.57%		
740 Total	Inmate Meals	250,000	146,632	255,722	174,187	2.29%	18.79%		
744 Total	Other Supplies	33,494	14,873	26,486	10,420	-20.92%	-29.94%		
746 Total	Uniform Expense	11,557	10,015	7,829	5,452	-32.26%	-45.56%		
747 Total	Oil/Gas/Repairs	106,912	68,370	105,987	56,556	-0.87%	-17.28%		
748 Total	Periodicals	2,200	893	2,200	984	0.00%	10.21%		
750 Total	Operating Supplies	430,762	316,737	430,762	323,072	0.00%	2.00%		
760 Total	Medical Supplies	37,100	28,495	40,174	33,737	8.29%	18.39%		
775 Total	Janitorial Supplies	26,000	22,646	28,000	20,578	7.69%	-9.14%		
	Subtotal Supplies	1,050,014	713,253	1,047,736	718,013	-0.22%	0.67%	9.21%	9.28%

Cheboygan County
Summary of Expenses by Category
Prepared as of 9/30/15
Prepared by James Manko - Accountant
Reviewed by Kari Kortz - Finance Director

Activity	Description	2014 AMENDED BUDGET	2014 ACTIVITY THRU 9/30/14	2015 AMENDED BUDGET	2015 ACTIVITY THRU 9/30/15	% Change From 2014 Budget to 2015 YTD Budget	% Change From 2014 YTD Activity to 2015 YTD Activity	2014 % of Total Activity	2015 % of Total Activity
802 Total	Professional and Contractual Services - Health	4,083	1,654	4,995	2,392	22.34%	44.66%		
803 Total	Filing Fees	400	21	1,000	10	150.00%	-51.70%		
804 Total	Transcripts	9,400	4,705	8,844	2,837	-5.91%	-39.70%		
805 Total	Jury Fees	17,725	4,740	20,725	16,060	16.93%	238.83%		
806 Total	Witness Fees	6,650	1,821	14,300	1,495	115.04%	-17.91%		
809 Total	Appeals Fees	8,000	5,841	8,035	8,035	0.44%	37.57%		
810 Total	Professional/Contractual Services	185,344	134,958	202,924	144,784	9.49%	7.28%		
811 Total	Professional and Contractual Services - Janitorial	8,000	5,455	8,000	5,656	0.00%	3.68%		
812 Total	Extraditions	5,356	4,416	2,000	0	-62.66%	-100.00%		
813 Total	Outside Reporter	0	0	392	392	100.00%	100.00%		
825 Total	Professional/Contractual Services - Legal	317,138	213,957	317,153	213,721	0.00%	-0.11%		
827 Total	Memberships and Subscriptions	48,473	39,232	49,293	39,963	1.69%	1.86%		
831 Total	Laundry	5,000	3,220	5,000	1,405	0.00%	-56.36%		
	Subtotal Professional and Contractual Services	615,569	420,020	642,661	436,751	4.40%	3.98%	5.42%	5.64%
833 Total	Veteran's Burial	13,500	3,360	13,500	3,300	0.00%	-1.79%		
	Subtotal Veteran's Burial	13,500	3,360	13,500	3,300	0.00%	-1.79%	0.04%	0.04%
835 Total	Health Services	350,001	256,965	352,479	262,116	0.71%	2.00%		
	Subtotal Health Services	350,001	256,965	352,479	262,116	0.71%	2.00%	3.32%	3.39%
837 Total	Other Welfare Services	111,995	83,996	112,616	83,996	0.55%	0.00%		
	Subtotal Other Welfare Services	111,995	83,996	112,616	83,996	0.55%	0.00%	1.08%	1.09%
846 Total	Uniform Expense	2,150	1,273	2,150	1,070	0.00%	-15.99%		
	Subtotal Uniforms	2,150	1,273	2,150	1,070	0.00%	-15.99%	0.02%	0.01%
852 Total	Utilities - Telephone	30,350	19,565	34,000	20,102	12.03%	2.75%		
	Subtotal Communications (Utilities)	30,350	19,565	34,000	20,102	12.03%	2.75%	0.25%	0.26%
863 Total	Travel/Lodging/Meals	56,644	36,906	55,875	31,578	-1.36%	-14.44%		
957 Total	Training/Education	25,340	13,729	28,300	13,649	11.68%	-0.59%		
	Subtotal Travel/Training	81,984	50,635	84,175	45,226	2.67%	-10.68%	0.65%	0.58%
900 Total	Advertising	11,030	6,168	9,175	6,741	-16.82%	9.29%		
	Subtotal Printing and Publishing	11,030	6,168	9,175	6,741	-16.82%	9.29%	0.08%	0.09%
910 Total	Insurance	179,538	105,749	148,794	163,472	-17.12%	54.59%		
	Subtotal Insurance	179,538	105,749	148,794	163,472	-17.12%	54.59%	1.37%	2.11%
920 Total	Utilities	126,000	100,924	133,000	97,760	5.56%	-3.14%		
	Subtotal Utilities	126,000	100,924	133,000	97,760	5.56%	-3.14%	1.30%	1.26%

Cheboygan County
Summary of Expenses by Category
Prepared as of 9/30/15
Prepared by James Manko - Accountant
Reviewed by Kari Kortz - Finance Director

Activity	Description	2014 AMENDED BUDGET	2014 ACTIVITY THRU 9/30/14	2015 AMENDED BUDGET	2015 ACTIVITY THRU 9/30/15	% Change From 2014 Budget to 2015 YTD Budget	% Change From 2014 YTD Activity to 2015 YTD Activity	2014 % of Total Activity	2015 % of Total Activity
930 Total	Repairs and Maintenance	40,983	14,686	100,570	19,074	145.39%	29.88%		
934 Total	Repairs and Maintenance	40,000	14,808	40,000	18,946	0.00%	27.94%		
935 Total	Repairs and Maintenance	4,500	62	3,000	0	-33.33%	-100.00%		
936 Total	Repairs and Maintenance	31,556	22,151	33,000	15,352	4.58%	-30.69%		
937 Total	Equipment Maintenance	19,000	15,088	20,000	11,704	5.26%	-22.43%		
	Subtotal Repairs	136,039	66,794	196,570	65,075	44.50%	-2.57%	0.86%	0.84%
949 Total	Rental Expense	4,500	3,309	4,725	3,739	5.00%	13.01%		
950 Total	Equipment	66,431	62,216	47,275	17,916	-28.84%	-71.20%		
	Subtotal Rental	70,931	65,525	52,000	21,655	-26.69%	-66.95%	0.85%	0.28%
955 Total	Carried Forward Fund Equity	2,261	0	2,090	0	-7.58%	0.00%		
	Subtotal Carried Forward Fund Equity	2,261	0	2,090	0	-7.58%	0.00%	0.00%	0.00%
956 Total	Miscellaneous Expenses/Other Services	725	0	0	0	-100.00%	0.00%		
958 Total	Miscellaneous Expenses/Fees	7,910	7,641	9,345	7,110	18.14%	-6.95%		
959 Total	Miscellaneous Expenses/Fees	871	820	4,800	4,800	450.93%	485.37%		
960 Total	Miscellaneous Expenses/Other Services	49,173	33,978	54,700	33,986	11.24%	0.02%		
	Subtotal Miscellaneous Expense	58,679	42,439	68,845	45,896	17.32%	8.14%	0.55%	0.59%
903 Total	Appropriations	89,250	75,600	99,000	90,919	10.92%	20.26%		
904 Total	Appropriations	6,966	6,717	6,861	6,726	-1.50%	0.14%		
961 Total	Appropriations	153,728	40,886	158,068	66,768	2.82%	63.30%		
963 Total	Appropriations	49,650	0	56,700	0	14.20%	0.00%		
964 Total	Appropriations	245,124	130,370	136,725	89,932	-44.22%	-31.02%		
965 Total	Appropriations	773,745	388,000	685,227	391,037	-11.44%	0.78%		
966 Total	Appropriations	10,750	21,893	10,750	(6,644)	0.00%	-130.35%		
	Subtotal Appropriations	1,329,212	663,466	1,153,331	638,738	-13.23%	-3.73%	8.57%	8.25%
969 Total	Contingency	3,700	0	162,331	0	4287.32%	0.00%		
	Subtotal Contingency	3,700	0	162,331	0	4287.32%	0.00%	0.00%	0.00%
970 Total	Capital Outlay/Equipment	122,177	109,449	120,923	105,684	-1.03%	-3.44%		
975 Total	Maintenance/Equipment/Miscellaneous	11,215	6,544	12,015	7,323	7.13%	11.91%		
977 Total	Office Equipment/Furniture/Computers	168,183	117,540	174,496	105,067	3.75%	-10.61%		
	Subtotal Capital Outlay	301,575	233,534	307,434	218,074	1.94%	-6.62%	3.02%	2.82%
999 Total	Transfer Out	62,381	14,434	76,905	2,402	23.28%	-83.36%		
	Subtotal Transfer Out	62,381	14,434	76,905	2,402	23.28%	-83.36%	0.19%	0.03%
Grand Total		11,347,886	7,745,260	11,794,795	7,737,656	3.94%	-0.10%	100.00%	100.00%

Cheboygan County
Summary of Expenses by Category
Prepared as of 9/30/15
Prepared by James Manko - Accountant
Reviewed by Kari Kortz - Finance Director

Activity	Description	2014 AMENDED BUDGET	2014 ACTIVITY THRU 9/30/14	2015 AMENDED BUDGET	2015 ACTIVITY THRU 9/30/15	% Change From 2014 Budget to 2015 YTD Budget	% Change From 2014 YTD Activity to 2015 YTD Activity	2014 % of Total Activity	2015 % of Total Activity
Fringe Benefit Detail									
	Health Insurance		778,159		758,493		-2.53%		
	MERS and Administrator's Retirement		448,224		463,528		3.41%		
	Longevity		17,530		18,030		2.85%		
	Opt-out		43,018		41,506		-3.51%		
	FICA, Worker's Comp, MESC, LTD, Life Insurance, Deferred Comp Match		386,862		403,626		4.33%		
712 Total	Fringe Benefits	2,239,765	1,673,793	2,332,742	1,685,183	4.15%	0.68%		

Wage and Fringe	6,781,823	4,876,825	7,186,184	4,907,267	5.96%	0.62%	62.97%	63.42%
Supplies	1,050,014	713,253	1,047,736	718,013	-0.22%	0.67%	9.21%	9.28%
Prof/Con Services	615,569	420,020	642,661	436,751	4.40%	3.98%	5.42%	5.64%
Appropriations and Transfers Out	1,329,212	663,466	1,153,331	638,738	-13.23%	-3.73%	8.57%	8.25%
Total Highlighted Categories	9,776,618	6,673,563	10,029,913	6,700,768	2.59%	0.41%	86.16%	86.60%
Remaining Categories	1,571,268	1,071,697	1,764,882	1,036,887	12.32%	-3.25%	13.84%	13.40%
Grand Total	11,347,886	7,745,260	11,794,795	7,737,656	3.94%	-0.10%	100.00%	100.00%

ADMINISTRATOR'S REPORT
11-10-15

ANIMAL

SHELTER PROJECT: The building contractor continues construction on the project. Staff is currently receiving quotes for electrical installation in the storage area. Staff will also be releasing a bid for the placement of fill and construction of two septic fields for the facility. Necessary fill will be placed this year with the completion of the fields in the spring. See photos.

DNR LAND

TRANSACTION: Please find attached a notice sent by the DNR identifying a possible land transaction between the DNR and a private individual to trade a private parcel in Presque Isle County with a parcel owned by the State of Michigan in Cheboygan County. The DNR has requested a written response to this letter identifying if the County has any concerns. Staff is prepared to submit a letter identifying the County has no concerns unless otherwise directed by the Commission.

PUBLIC HEARING: As the fiduciary of the CDBG emergency "Deep Freeze" funds distributed by the State for cross culvert replacement, the County is required to have a public hearing to provide the opportunity for comments concerning the project. The Public Hearing will be held prior to the regular Board of Commissioners Meeting.

MMRMA: I have received notice that I have been reappointed to the Michigan Municipal Risk Management Authority's State Pool Committee to represent State Pool Communities.

NEMCOG/
MICHIGAN WORKS
COLLABORATIVE:

NEMCOG and Michigan Works have identified that they will have members of both their boards begin to meet to discuss the possibility of merging the agencies under the model utilized to form Networks Northwest. As a member of NEMCOG's Executive Committee, I will be involved with these discussions to determine if and/or how a merger will proceed.







RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

October 21, 2015

Mr. Jeffery Lawson
Cheboygan County Administrator
870 South Main St
PO 70
Cheboygan, MI 49721

Dear Mr. Lawson:

This letter is to inform you of a potential land transaction involving State and Private ownership in Presque Isle and Cheboygan Counties. A private individual has offered to trade the DNR a forty acre parcel of land in southern Allis Township for a thirty acre parcel with very limited access in Cheboygan County. Please see enclosed maps for parcel locations. At this time the DNR is supportive of this trade and wanted to contact you to see if your office had any concerns or questions about this transaction.

The parcel offered to the DNR has state land on 4 sides and does fit into our land management goal by filling an existing gap in our ownership. Monitoring private ownership interface requires a large amount of time and resources so we do look for opportunities to fill in our ownership when possible. The offered parcel also has good wildlife habitat, a cold-water trout stream and some forest management opportunities which all make it desirable to add it to State Ownership. The parcel that the Stevens are requesting in Cheboygan County has very limited access from adjacent state land requiring users to cross the Black River. State ownership will be retained on the east side of the river so fisherman will have access to the location if desired.

We would appreciate a written response to this letter letting us know if you have any concerns with this proposed transaction. Please call if there are any questions I can help answer for you.

Thank you for your time.

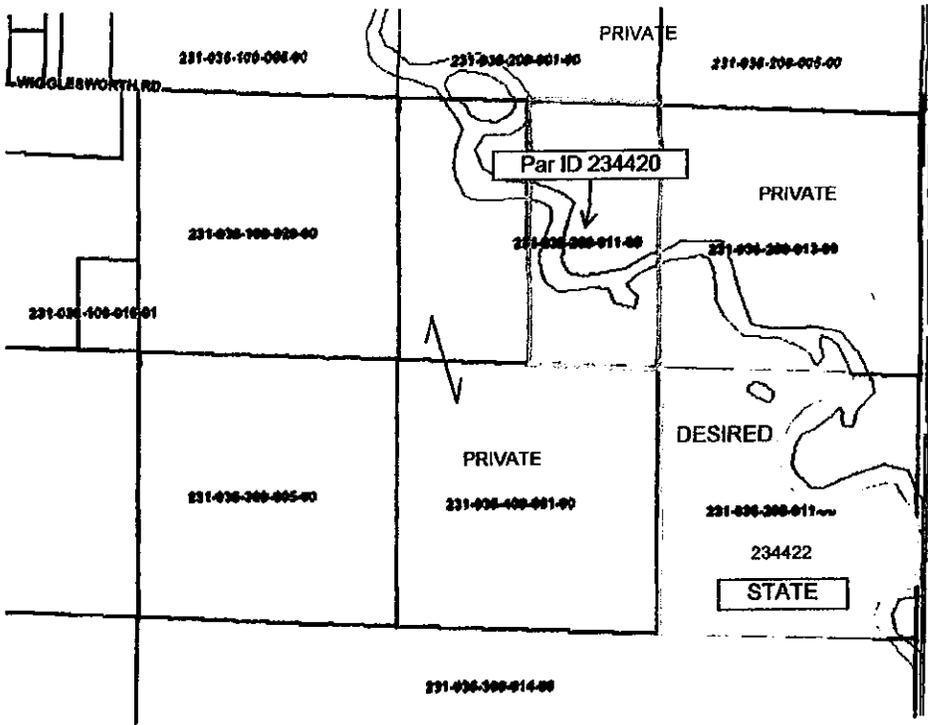
Sincerely,

Scott Whitcomb
Pigeon River Country Management Unit
Forest Resources Division
989-983-4101

Enclosures

23442V

20150102 - STEVENS
Cheboygan County, Forest Twp., T34N, R01E, Sec. 36, NE1/4 SE1/4



2000 feet

234420 PURCHASED BY STEVENS MARCH 2012
234422 DESIRED JULY 2015

20150102 - Stevens

Cheboygan County, Forest Twp., T34N, R01E, Sec. 36



Michigan Department of Natural Resources

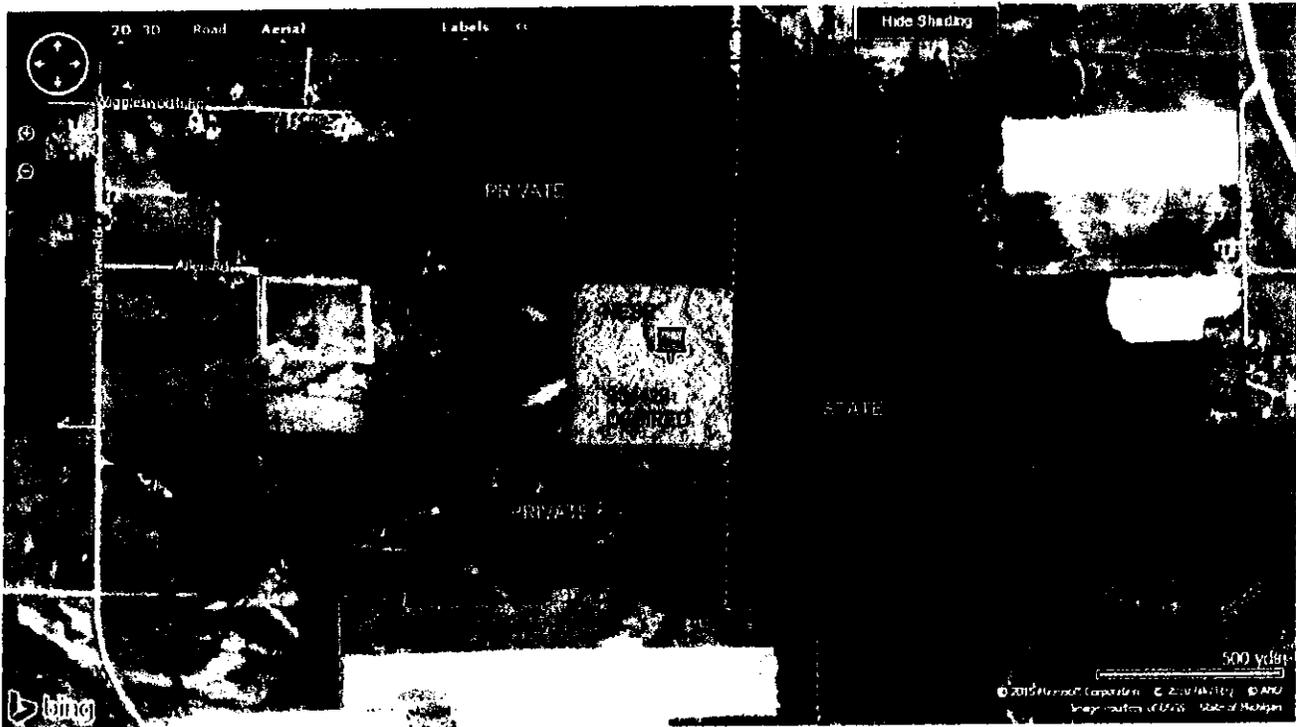
MICHIGAN.GOV

Michigan's
Official
Website

Home

Michigan Land Use

2015-01-02 13:33





Cheboygan County Board of Commissioners' Meeting

November 10 , 2015

Title: Zoning Ordinance Amendment #131 to rezone property currently zoned Lake and Stream Protection to Agriculture and Forestry Management District (M-AF), Residential Development District (D-RS), Rural Character/Country Living (D-RC) and Resource Conservation District (P-RC)

Summary: The Planning Commission has recognized problems and conflicts between land zoned Lake and Stream Protection (P-LS) and the neighboring land. This conflict occurs in areas which are away from major lakes, rivers and perennial streams. This amendment seeks to resolve those conflicts.

The 5 year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provides the following recommendation regarding the current Lake and Stream Protection zoning district:

Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5' USGS topographical map.

In reviewing many zoning permits in areas that relate to Agricultural uses, we come across small, often dry, intermittent streams. Since they are shown on the USGS 7.5' topographic maps they change the zoning for that area that is within 500 feet of that "stream" to Lake and Stream Protection (P-LS). The Planning Commission noted problems with this because it doesn't just add protection to a drain or temporary water body, it changes the whole zoning district for an area otherwise used and intended for use as agricultural or residential land.

This amendment will accommodate the need to retain the waterfront of the lakes, rivers and perennial streams in the county in the P-LS zoning district. This amendment will also accommodate for the desired land uses that are more compatible with their neighbors in the areas away from major lakes and rivers. Setback provisions from the drains and small ponds would be retained. The Cheboygan County Master Plan and Future Land Use Map are supportive of this rezoning.

Please note that sections 1 through 4 rezone property from Lake and Stream protection to Residential Development District (D-RS), Agriculture and Forestry Management (M-AF), Resource Conservation District (P-RC) and Rural Character/Country Living (D-RC) zoning districts. As provided in Section 7, properties on perennial streams which are directly connected to a major lake and river will not be rezoned from P-LS. You will note that the rezoning map has been added into the document. A separate copy of the zoning map is also provided for a more detailed review.

Sections 5, 6, 12 and 13 provide a 40 ft. setback from the ordinary high water mark of any lake, river, intermittent stream, pond, drain or lake which can be identified on the U.S. Geological Survey Maps of the 7.5' quadrangle series of Cheboygan County in the Residential Development District (D-RS), Agriculture and Forestry Management (M-AF), Resource Conservation District (P-RC) and Rural Character/Country Living (D-RC) zoning districts respectively. These provisions retain the same 40 ft. setback as is currently required from an intermittent stream, drain or small pond even though this amendment will change the zoning district of these properties.

Section 8 provides for a 40 ft. setback from the ordinary high water mark (measured horizontally and perpendicular to the shoreline) of any ponds, drains and intermittent streams in the P-LS zoning district.

Sections 9 and 10 clarify language relative to encouraging a natural vegetation strip on waterfront properties. There is no requirement for a natural vegetation strip.

Section 11 corrects the reference of northerly point of the Pigeon River portion of the Natural Rivers Protection District from Hackelburg Road Bridge to East Mullett Lake Road Bridge. This is the same bridge and the amendment uses the current name of this bridge.

Section 14 restores the 100 ft. minimum frontage requirement for a lot for a dwelling in the P-LS zoning district.

The Planning Commission held a public hearing regarding the rezoning and the zoning ordinance amendment on October 7, 2015. The Planning Commission has recommended adoption of the ordinance amendment and the rezoning to the Board of Commissioners after the public hearing and after review and adoption of findings of fact.

The findings of fact are included for your review. You are also provided with a detailed staff report, a copy of the public notice and a copy of the October 7 Planning Commission meeting minutes regarding the public hearing. The zoning ordinance amendment and public notice were developed in conjunction with legal counsel.

Financial Impact: None

Recommendation: Adopt Zoning Ordinance Amendment #131 via the following motion: Motion by _____, second by _____, to adopt Zoning Ordinance Amendment #131 and in connection to the amendment of the zoning map and rezoning of property currently zoned Lake and Stream Protection to Agriculture and Forestry Management District (M-AF), Residential Development District (D-RS), Rural Character/Country Living (D-RC) and Resource Protection District (P-RC) the Cheboygan County Board of Commissioners hereby incorporates into this record all planning commission public hearing minutes and all documents submitted to the planning commission in connection with its consideration of the rezoning amendment and the Cheboygan County Board of Commissioners hereby adopts as its own the findings made by the Cheboygan County Planning Commission at its meeting on October 7, 2015 on the rezoning factors considered by the Planning Commission on the rezoning.

Prepared by: Scott McNeil
Community Development Planner

Department: Community Development

CHEBOYGAN COUNTY
Zoning Ordinance Amendment #131

AN ORDINANCE TO AMEND THE CHEBOYGAN COUNTY
ZONING ORDINANCE NO. 200

THE COUNTY OF CHEBOYGAN, STATE OF MICHIGAN ORDAINS:

Section 1. Amendment of Section 3.9.1.

The zoning map incorporated into the Cheboygan County Zoning Ordinance No. 200 by Section 3.9.1 is hereby amended to rezone the property depicted in yellow lines on the map that is attached from the Lake and Stream Protection District (P-LS) to the Rural Character/Country Living District (D-RC).

Section 2. Amendment of Section 3.9.1.

The zoning map incorporated into the Cheboygan County Zoning Ordinance No. 200 by Section 3.9.1 is hereby amended to rezone the property depicted in red lines on the map that is attached from the Lake and Stream Protection District (P-LS) to the Residential Development District (D-RS).

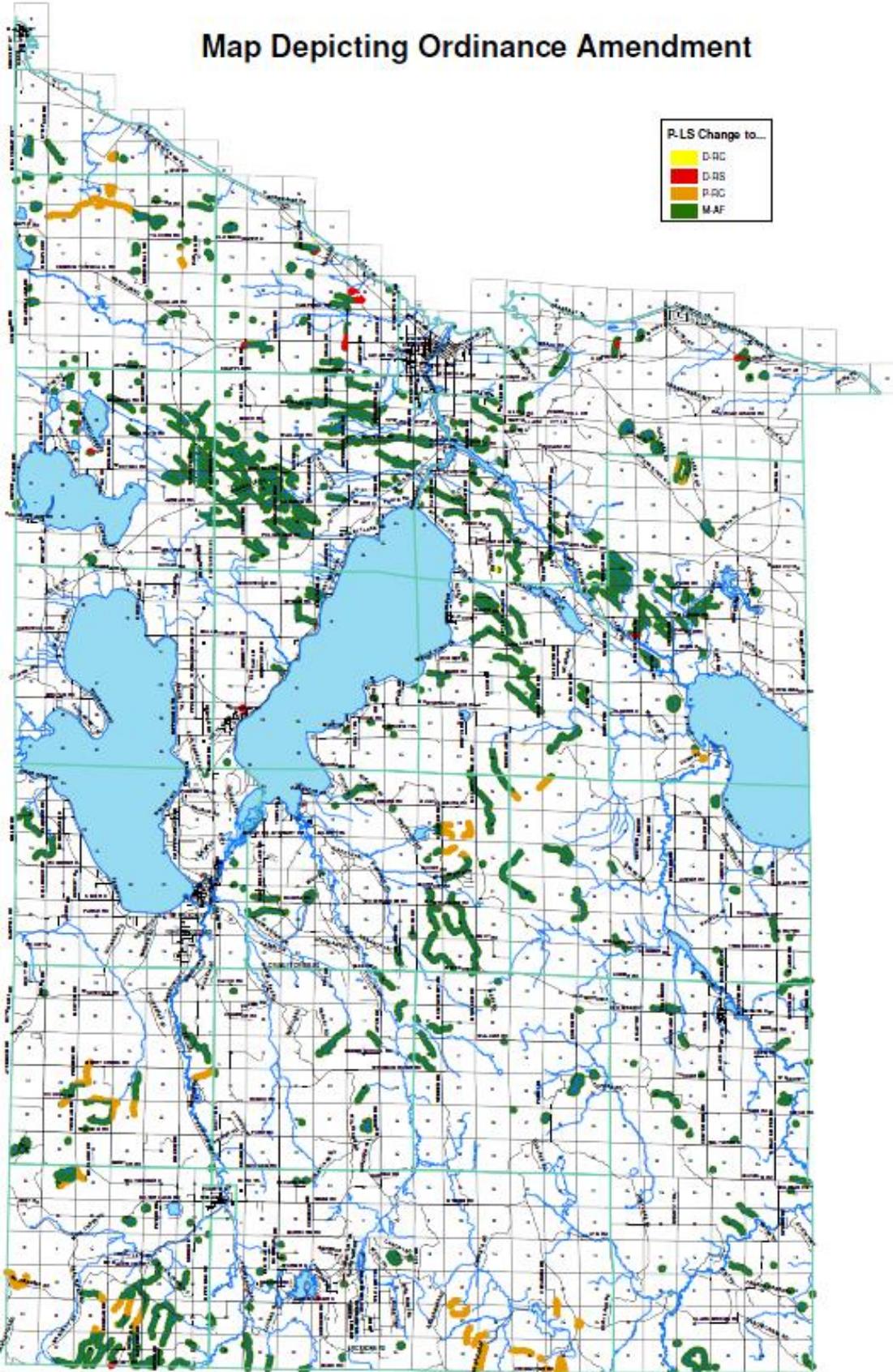
Section 3. Amendment of Section 3.9.1.

The zoning map incorporated into the Cheboygan County Zoning Ordinance No. 200 by Section 3.9.1 is hereby amended to rezone the property depicted in orange lines on the map that is attached from the Lake and Stream Protection District (P-LS) to the Resource Conservation District (P-RC).

Section 4. Amendment of Section 3.9.1.

The zoning map incorporated into the Cheboygan County Zoning Ordinance No. 200 by Section 3.9.1 is hereby amended to rezone the property depicted in green lines on the map that is attached from the Lake and Stream Protection District (P-LS) to the Agriculture and Forestry Management District (M-AF).

Map Depicting Ordinance Amendment



Section 5. Addition of new section 4.4

Article 4 of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to add a new Section 4.4., which shall read in its entirety as follows:

Section 4.4. Supplemental requirements for D-RS Residential Development Zoning District.

4.4.1. A 40 ft setback shall be required for structures from the shoreline's ordinary high water mark (measured horizontally and perpendicular to the shoreline) of any stream, pond or lake which can be identified on the U.S. Geological Survey Maps of the 7.5' quadrangle series of Cheboygan County. Ground decking and patios without railings and which are less than thirty (30) inches above the natural grade at the deck building line may extend into the setback area but not nearer to the shoreline than twenty five (25) feet. Walkways and pathways, if not wider than eight (8) feet, are not restricted by this paragraph.

Section 6. Addition of new section 9.4.

Article 9 of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to add a new Section 9.4., which shall read in its entirety as follows:

Section 9.4. Supplemental requirements for M-AF Agriculture and Forestry Management Zoning District.

9.4.1. A 40 ft setback shall be required for structures from the shoreline's ordinary high water mark (measured horizontally and perpendicular to the shoreline) of any stream, pond or lake which can be identified on the U.S. Geological Survey Maps of the 7.5' quadrangle series of Cheboygan County. Ground decking and patios without railings and which are less than thirty (30) inches above the natural grade at the deck building line may extend into the setback area but not nearer to the shoreline than twenty five (25) feet. Walkways and pathways, if not wider than eight (8) feet, are not restricted by this paragraph.

Section 7. Amendment of Section 10.1.2.

Section 10.1.2. of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to read in its entirety as follows:

10.1.2. The Lake and Stream Protection District includes all property within five hundred (500) feet of the shoreline's ordinary high water mark (measured horizontally and perpendicular to the shoreline) of any perennial stream as identified on the zoning maps incorporated into the Cheboygan County Zoning Ordinance No. 200, Section 3.9.1 as amended, and all property within five hundred (500) feet of the shoreline's ordinary high water mark (measured horizontally and perpendicular to the shoreline) of the following bodies of water;

- Black River (Lower)
- Cheboygan River
- Indian River
- Sturgeon River
- Black Lake
- Burt Lake
- Devereaux Lake
- Douglas Lake
- Echo Lake

Munro Lake
Mullett Lake
Kleber Pond
Lake Huron
Lake Rondo
Lancaster Lake
Lance Lake
Long Lake
Paradise Lake
Reswell Lake
Roberts Lake
Silver Lake (Koehler Township)
Silver Lake (Wilmot Township)
Tower Pond
Twin Lakes
Vincent Lake
Wildwood Lake
Woldan Pond

Exact boundaries shall be interpreted by the most logical continuations or interpolations of property lines. In following such continuations, district boundaries may be greater than 500 feet from the shoreline but never less. If there are questions on the interpretation of district boundaries, the Zoning Board of Appeals shall decide.

Section 8. Addition of new section 10.4.9.

Article 10 of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to add a new Section 10.4.9., which shall read in its entirety as follows:

10.4.9. Except as provided in section 10.4.7., a 40 ft setback shall be required for structures from the shoreline's ordinary high water mark (measured horizontally and perpendicular to the shoreline) of any stream or pond which can be identified on the U.S. Geological Survey Maps of the 7.5' quadrangle series of Cheboygan County.

Section 9. Amendment of Section 10.5.2.

Section 10.5.2. of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to read in its entirety as follows:

10.5.2. Maintenance of a natural vegetation strip with a minimum distance of forty (40) feet measured horizontally from the ordinary high water mark is encouraged.

Section 10. Amendment of Section 10.5.4.

Section 10.5.5. of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to read in its entirety as follows:

10.5.5. Applicants for permits for new waterfront development are encouraged to develop plans for the establishment and maintenance of a natural vegetation strip.

Section 11. Amendment of Section 11.2.

Section 11.2. of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to read in its entirety as follows:

The Natural Rivers Protection District includes an area 500 feet deep on each side of and parallel to all channels of the mainstream of the Pigeon and Upper Black Rivers and to their tributaries, as noted below. This distance is measured from the river's edge, determined by the ordinary high water mark of the river or tributary, as defined in the Inland Lakes and Streams Act, P.A. 346 of 1972.

Pigeon River:

Mainstream - From the river's entry into Cheboygan County in Section 33, T33N, R1W, downstream to the East Mullett Lake Road Bridge in Section 9, T35N, R2W.

Tributaries - All streams which flow into the Pigeon River upstream of M-68, from their sources to their confluence with the Pigeon River.

Upper Black River:

Mainstream - From the river's entry into Cheboygan County in Section 32, T33N, R1E, downstream to the Upper Black River Road Bridge in Section 34, T36N, R1E.

Tributaries - McMasters, Little McMasters and Milligan Creeks, from their sources to their confluence with the Upper Black River.

Section 12. Addition of new section 12.5.

Article 12 of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to add a new Section 12.5., which shall read in its entirety as follows:

Section 12.5. Supplemental requirements for P-RC Resource Conservation Zoning District.

12.5.1. A 40 ft setback shall be required for structures from the shoreline's ordinary high water mark (measured horizontally and perpendicular to the shoreline) of any stream pond or lake which can be identified on the U.S. Geological Survey Maps of the 7.5' quadrangle series of Cheboygan County. Ground decking and patios without railings and which are less than thirty (30) inches above the natural grade at the deck building line may extend into the setback area but not nearer to the shoreline than twenty five (25) feet. Walkways and pathways, if not wider than eight (8) feet, are not restricted by this paragraph.

Section 13. Addition of new section 14.4.2.

Article 14 of the Cheboygan County Zoning Ordinance No. 200 is hereby amended to add a new Section 14.4.2., which shall read in its entirety as follows:

14.4.2. A 40 ft setback shall be required for structures from the shoreline's ordinary high water mark (measured horizontally and perpendicular to the shoreline) of any stream, pond or lake which can be identified on the U.S. Geological Survey Maps of the 7.5' quadrangle series of Cheboygan County. Ground decking and patios without railings and which are less than thirty (30) inches above the natural grade at the deck building line may extend into the setback area but not nearer to the shoreline than twenty five (25) feet. Walkways and pathways, if not wider than eight (8) feet, are not restricted by this paragraph.

Section 14. Amendment of Section 17.1.

Section 17.1. is hereby amended to add a new note M which shall read in its entirety as follows:

M. Lots in the Lake and Stream Protection District shall contain a minimum of one hundred (100) feet of frontage in addition to minimum lot width requirements.

Section 15. Severability.

If any section, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of the Ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 16. Effective Date.

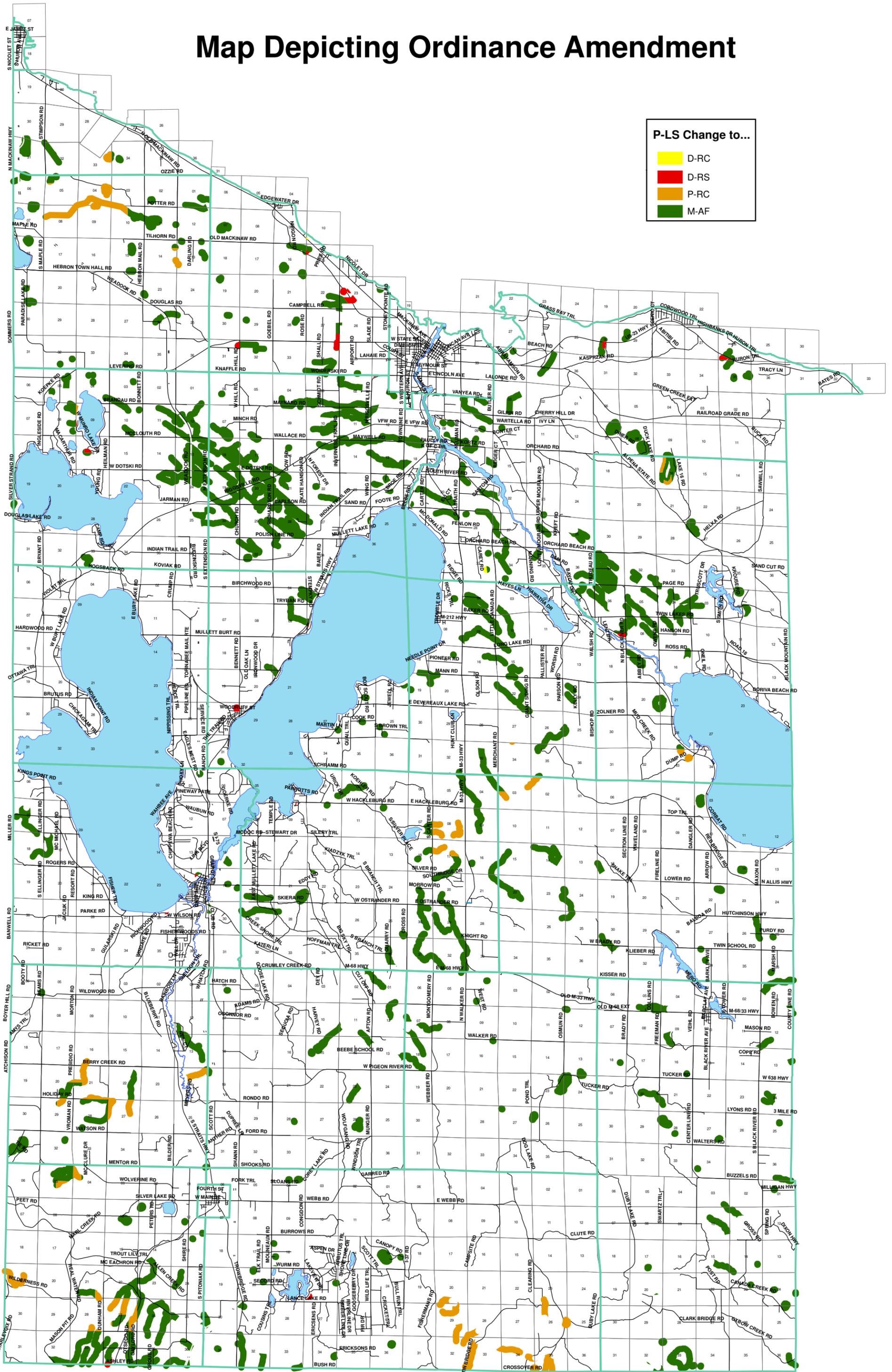
This Ordinance shall become effective eight (8) days after being published in a newspaper of general circulation within the County.

CHEBOYGAN COUNTY

By:
Peter Redmond
Its: Chairperson

By:
Mary Ellen Tryban
Its: Clerk

Map Depicting Ordinance Amendment





CHEBOYGAN COUNTY PLANNING COMMISSION

870 SOUTH MAIN ST., ROOM 103 ■ PO Box 70 ■ CHEBOYGAN, MI 49721
PHONE: (231)627-8489 ■ TDD: (800)649-3777

CHEBOYGAN COUNTY PLANNING COMMISSION MEETING

WEDNESDAY, OCTOBER 7, 2015 AT 7:00 P.M.

ROOM 135 – COMMISSIONER'S ROOM - CHEBOYGAN COUNTY BUILDING

PRESENT: Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Churchill, Jazdyk
ABSENT: None
STAFF: Scott McNeil
GUESTS: John F. Brown, Brian Schalau, Ervin L. Crawford, Tony Matelski, Eric Boyd, Russell Crawford, Cheryl Crawford, Joanne Cromley, Sherry Nelson, Skip Phelps, Phyllis Brandt, Dave Brandt, Ty LaPrairie, Brian Fullford, Roger Gauthier, Anabel Dwyer, David Dwyer, Bob Lyon, Carl Muscott, Trish Woollcott

The meeting was called to order by Chairperson Croft at 7:00pm.

PLEDGE OF ALLEGIANCE

Chairperson Croft led the Pledge of Allegiance.

APPROVAL OF AGENDA

The meeting agenda was presented. **Motion** by Mr. Freese, seconded by Mr. Borowicz, to approve the agenda as presented. Motion carried unanimously.

APPROVAL OF MINUTES

The September 16, 2015 Planning Commission minutes were presented. Ms. Lyon stated that all motions should be changed to show that Mr. Churchill and Ms. Lyon attended the meeting and Mr. Ostwald and Mr. Borowicz were absent. **Motion** by Mr. Churchill, seconded by Mr. Kavanaugh, to approve the meeting minutes as amended. Motion carried unanimously.

PUBLIC HEARING AND ACTION ON REQUESTS

Tiger by the Tail, LLC/Ty LaPrairie - Requests a Special Use Permit Amendment for construction of Indoor Storage Facilities (Section 6.3.16). The property is located at 5142 South Straits Hwy., Tuscarora Township, Section 35, parcel #161-035-200-013-00 and parcel #161-035-200-014-00. The site is zoned Commercial Development (D-CM).

Mr. McNeil stated this is a special use permit request for mini storage structures in a Commercial zoning district on South Straits Highway in Tuscarora Township. Mr. McNeil stated that this use falls under indoor storage facility use. Mr. McNeil stated that the sign will be located in the right-of-way. Mr. McNeil stated that clear vision will be maintained with the sign. Mr. McNeil noted that a permit from the Road Commission will be required for the sign. Mr. McNeil noted that the two existing driveways will be used for this facility. Mr. McNeil stated that if the request is approved he recommends that the Department of Building Safety requirements and Road Commission requirements be met. Mr. Kavanaugh asked if there will be inside storage only. Mr. LaPrairie stated yes. Discussion was held.

Ms. Croft asked for public comments. There were no public comments. Public comment closed.

Motion by Mr. Jazdyk, seconded by Mr. Churchill, to grant the topography waiver request. Motion carried unanimously.

The Planning Commission reviewed and approved the General Findings. The Planning Commission reviewed and approved the Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10. **Motion** by Mr. Kavanaugh, seconded by Mr. Churchill, to approve the special use permit based on the General Findings, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10 subject to Road Commission approval of the sign, inside storage only and Department of Building Safety requirements be met. Motion carried unanimously.

Proposed Lake and Stream Zoning Amendment

Mr. McNeil explained that the Lake and Stream Protection District currently includes all property within 500ft. of any river, stream, pond or lake. Mr. McNeil explained that the proposed rezoning will remove those properties which are not on a major

lake or river or located on a perennial stream which is directly connected to a major lake or river in the county from the Lake and Stream Protection District. Mr. McNeil stated these parcels would remain in their underlying zoning district. Mr. McNeil referred to the map and stated the areas in green are proposed to be rezoned to Agriculture/Forestry Management. Mr. McNeil stated the areas in red are proposed to be rezoned to Residential Development. Mr. McNeil stated the areas in orange are proposed to be rezoned to Natural Resource Protection. Mr. McNeil stated the areas in yellow are proposed to be rezoned to Rural Character Country Living.

Mr. McNeil stated the reason for the proposed rezoning is due to the Planning Commission finding that there were many areas where farming practices would take place and would be allowed in Agriculture/Forestry Management but are not allowed in Lake and Stream Protection. Mr. McNeil stated the Planning Commission saw that some of these uses were reasonable for these areas. Mr. McNeil stated the amendment retains the existing 40ft. setback for those properties which already have ponds and streams and will be taken out of the Lake and Stream Protection District. Mr. McNeil noted that the amendment names the major lakes and rivers. Mr. McNeil noted that the amendment will also restore the 100ft. minimum lot frontage requirement for a dwelling in the Lake and Stream Protection District. Mr. McNeil stated the proposed amendment will correct the reference of northerly point of the Pigeon River portion of the Natural Rivers Protection District from Hackelburg Road Bridge to East Mullett Lake Road Bridge. Mr. McNeil stated he has included clarifying language relative to encouraging a natural vegetation strip on waterfront properties.

Mr. Kavanaugh asked if the list of major bodies of waters is all encompassing. Mr. McNeil stated this list of major bodies of waters will establish the Lake and Stream Protection District.

Ms. Croft asked for public comments.

Mr. Schalau stated he lives on Macarthur Road. Mr. Schalau asked if this change will have any effect on his farming operation. Mr. McNeil and the Planning Commission stated no it will make it easier to farm. Mr. McNeil stated this change will provide the proper zoning for farming.

Mr. Crawford asked why some of the named lakes, such as Silver Lake and Osmun Lake, are not included in the rezoning. Mr. McNeil stated that some of the lakes are encompassed by state land and will be rezoned to Resource Protection.

Mr. Gray stated he met with Mr. McNeil prior to the meeting and Mr. McNeil reassured him that he will be able to continue operating as he has in the past. Mr. Gray stated he is satisfied with the proposed changes.

Mr. Gauthier stated that he believes the amendment should be accepted. Mr. Gauthier referred to Section 12.2.1 (Agricultural activities including accessory buildings) and Section 12.2.5 (Tree farms, forest production and forest harvesting operations including portable sawmills, storage yards, accessory building, and related activities) and questioned why these uses are permitted in a Natural Resources Protection Zoning District. Mr. Gauthier asked why these uses are not considered a special use which would require Planning Commission review. Mr. McNeil explained that the Natural Resource Protection District has not been a large part of the dialog. Mr. McNeil stated a lot of this is publicly owned and state owned land where lumbering activities take place. Mr. McNeil stated a future project for the Planning Commission is to review all of the uses in each zoning district.

Public comment closed.

The Planning Commission reviewed the General Findings of Fact:

1. The Planning Commission finds that the Planning Commission proposes rezoning certain real properties currently zoned Lake and Stream Protection (P-LS) to Agriculture and Forestry Management (M-AF), Residential Development (D-RS), Rural Character/County Living (D-RC) and Resource Protection (P-RC).
2. The Planning Commission finds that the properties at issue, including the proposed properties to be rezoned, are represented on maps attached to proposed amendment documents relative to each zoning district.
3. The Planning Commission finds that the Cheboygan County Master Plan Future Land Use Map designates the properties with the proposed rezoning as being offered as Forest/Agricultural, Residential, Natural Resource Protection, Rural Character Country Living, and Public Interest Land. See exhibit 2

The Planning Commission reviewed the Rezoning Factors:

1. Is the proposed rezoning reasonably consistent with surrounding uses?
 - A. The Planning Commission finds that properties are directly contiguous to areas already located in the proposed zoning district, such that adding the subject properties as proposed for rezoning would not result in an isolated, detached area of land rezoned.
 - B. The Planning Commission finds that the 5 Five-year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provides the following recommendation regarding the current Lake and Stream Protection zoning district; Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5' USGS topographical map. See exhibit 2.
 - C. The Planning Commission finds that this rezoning addresses the objective within the Cheboygan County Master Plan as stated and will support the factor B.

Motion by Mr. Freese, second by Mr. Borowicz, that the factor has been met based on Will Support the Factor A, B and C. Motion carried unanimously.

2. Will there be an adverse physical impact on surrounding properties?
 - A. The Planning Commission finds that there is no evidence that the proposed rezoning would result in an adverse physical impact on surrounding properties as like uses currently exist. Activities which could occur if the subject properties are rezoned would not physically disturb the properties surrounding the land proposed for rezoning.

Motion by Mr. Freese, second by Mr. Kavanaugh, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

3. Will there be an adverse effect on property values in the adjacent area?
 - A. The Planning Commission finds that there is no evidence in the form of an appraisal or other document study which shows, that if the rezoning is approved, there would be an adverse effect on property values in the areas proposed for rezoning.

Motion by Mr. Kavanaugh, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

4. Have there been land changes in land use or other conditions in the immediate area or in the community in general which justify rezoning?
 - A. The Planning Commission finds that, development and land use along and adjacent to the properties proposed for rezoning is a viable justification for the rezoning. See exhibit 3

Motion by Mr. Kavanaugh, second by Ms. Lyon, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

5. Will rezoning create a deterrent to the improvement or development of adjacent property in accord with existing regulations?
 - A. The Planning Commission finds that given the use of surrounding properties which are not subject to the rezoning, there is no evidence that the rezoning would deter the improvement or development of adjacent property in accordance with existing regulations and the proposed rezoning is consistent with the future land use plans as proposed in Cheboygan County's future land use map. See exhibits 2, and 3.

Motion by Mr. Borowicz, second by Mr. Kavanaugh, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

6. Will rezoning grant a special privilege to an individual property owner when contrasted with other property owners in the area or the general public (i.e. will rezoning result in spot zoning)?
 - A. The Planning Commission finds that properties are directly contiguous to areas already located in the proposed

zoning district, such that adding the subject properties as proposed for rezoning would not result in a special privilege to an individual property owner or a detached area of land rezoned i.e. spot zoning.

Motion by Mr. Freese, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

7. Are there substantial reasons why the property cannot be used in accordance with its present zoning classifications?

A. The Planning Commission finds that the properties proposed for rezoning are consistent with the future land use map and are consistent with nearby uses and are particularly suitable for their existing zoning classification. See exhibits 2 and 3.

Motion by Mr. Freese, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

8. Is the rezoning in conflict with the planned use for the property as reflected in the master plan?

A. The Planning Commission finds that the future use of the properties proposed for rezoning as being consistent with the categories as provided on the Future Land Use Map and the County's Master Plan. See exhibit 2.

Motion by Mr. Freese, second by Ms. Lyon, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

9. Is the site served by adequate public facilities or is the applicant able to provide them?

A. The Planning Commission finds that this factor is not applicable as the proposed rezoning involves several sites and several different land uses.

Motion by Mr. Kavanaugh, second by Mr. Churchill, that the factor is not applicable. Motion carried unanimously.

10. Are there sites nearby already properly zoned that can be used for the intended purposes?

A. The Planning Commission finds that this factor is not applicable as the proposed rezoning is intended to provide consistency in zoning and land use.

B. The Planning Commission finds that the 5 Five-year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provides the following recommendation regarding the current Lake and Stream Protection zoning district; Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5' USGS topographical map. See exhibit 2.

Motion by Mr. Freese, second by Mr. Borowicz, that the factor has been met based on Will Support the Factor A and B. Motion carried unanimously.

Motion made by Mr. Kavanaugh, supported by Mr. Churchill, to recommend approval to the Cheboygan County Cheboygan County Board of Commissioners based upon the general findings of fact and the rezoning factors (9 of 10 are applicable). Motion carried unanimously.

UNFINISHED BUSINESS

Draft Recreation Plan

Mr. McNeil noted that the recommended changes are included in the draft of the Recreation Plan. Mr. McNeil stated the maps have been refined. Discussion was held. **Motion** made by Mr. Freese, supported by Mr. Jazdyk, to authorize the Recreation Plan to be released to the public for public input. Motion carried unanimously.

NEW BUSINESS

No comments.

STAFF REPORT

Mr. McNeil stated he will present a draft Planned Unit Development amendment at the next meeting.

Mr. McNeil stated he would also like the Planning Commission to look at an area along Levering Road in Section 31 of Beaugrand Township. Mr. McNeil stated there is a small area that is zoned Residential and the property owners have asked if this area can be rezoned to Agriculture/Forestry Management.

PLANNING COMMISSION COMMENTS

Mr. Borowicz stated there was a reference in the site plan review documents that there is no parking standard for storage facilities. Mr. Borowicz stated parking standards are redundant unless there is an employee on the site. Discussion was held.

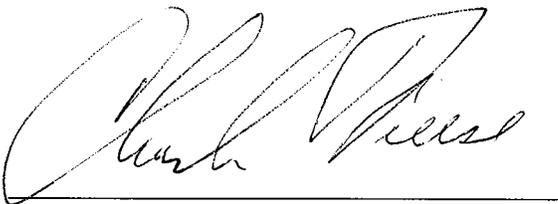
Mr. Jazdyk stated the federal government has announced that they will be classifying the lakes and streams in the future. Mr. Jazdyk stated the states are planning on filing a lawsuit. Mr. Jazdyk questioned how that will affect zoning. Discussion was held.

PUBLIC COMMENTS

Ms. Woollcott stated she volunteered at a Michigan Coalition for Recycling booth and she had many people ask why there are no recycling bins at the state park or the public beach. Ms. Woollcott stated she hopes that the Recreation Plan incorporates building in the interest of recycling. Ms. Woollcott stated that the plan was beautifully organized and researched and she would like to see a balance between recreation for noise and putting it in an appropriate location. Ms. Woollcott stated that traffic implications on commercial recreation projects should be carefully looked at as part of the overview.

ADJOURN

Motion by Mr. Kavanaugh to adjourn. Motion carried. Meeting was adjourned at 7:43pm.



Charles Freese
Planning Commission Secretary

DRAFT
CHEBOYGAN COUNTY
PLANNING COMMISSION

Proposed rezoning of property currently zoned Lake and Stream Protection (P-LS) to Agriculture and Forestry Management (M-AF), Residential Development (D-RS), Rural Character/County Living (D-RC) and Resource Protection (P-RC).

Hearing Date: Wednesday, October 7, 2015 at 7:00 p.m.

PROPERTY DESCRIPTION

See attached amendment documents and maps attached here to.

Hereinafter referred to as the "Properties".

The Planning Commission having heard the statements from property owners, property owners agents and the Planning Commission having considered letters submitted by members of the public and comments by members of the public and written evidence and exhibits on the record, and the Planning Commission having reached a decision on this matter, states as follows:

GENERAL FINDINGS OF FACT

1. The Planning Commission finds that the Planning Commission proposes rezoning certain real properties currently zoned Lake and Stream Protection (P-LS) to Agriculture and Forestry Management (M-AF), Residential Development (D-RS), Rural Character/County Living (D-RC) and Resource Protection (P-RC).
2. The Planning Commission finds that the the properties at issue, including the proposed properties to be rezoned, is represented on maps attached to proposed amendment documents relative to each zoning district.
3. The Planning Commission finds that the Cheboygan County Master Plan Future Land Use Map designates the properties with the proposed rezoning as being offered as Forest/Agricultural, Residential, Natural Resource Protection, Rural Character Country Living, and Public Interest Land. See exhibit 2

REZONING FACTORS

1. Is the proposed rezoning reasonably consistent with surrounding uses?
--

- A. The Planning Commission finds that properties are directly contiguous to

areas already located in the proposed zoning district, such that adding the subject properties as proposed for rezoning would not result in an isolated, detached area of land rezoned.

- B. The Planning Commission finds that the 5 Five-year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provides the following recommendation regarding the current Lake and Stream Protection zoning district;

Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5' USGS topographical map.
See exhibit 2.

- C. The Planning Commission finds that this rezoning addresses the objective within the Cheboygan County Master Plan as stated in will support the factor B.

Motion by Mr. Freese, second by **Mr. Borowicz**, that the factor has been met based on Will Support the Factor A, B and C. Motion carried unanimously.

2. Will there be an adverse physical impact on surrounding properties?

- A. The Planning Commission finds that there is no evidence that the proposed rezoning would result in an adverse physical impact on surrounding properties as like uses currently exist. Activities which could occur if the subject properties are rezoned would not physically disturb the properties surrounding the land proposed for rezoning.

Motion by Mr. Freese, second by Mr. Kavanaugh, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

3. Will there be an adverse effect on property values in the adjacent area?

- A. The Planning Commission finds that there is no evidence in the form of an appraisal or other document study which shows, that if the rezoning is approved, there would be an adverse effect on property values in the areas proposed for rezoning.

Motion by Mr. Kavanaugh, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

4. Have there been land changes in land use or other conditions in the immediate area or in the community in general which justify rezoning?

- A. The Planning Commission finds that, development and land use along and adjacent to the properties proposed for rezoning is a viable justification for the rezoning. See exhibit 3

Motion by Mr. Kavanaugh, second by Ms. Lyon, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

5. Will rezoning create a deterrent to the improvement or development of adjacent property in accord with existing regulations?

- A. The Planning Commission finds that given the use of surrounding properties which are not subject to the rezoning, there is no evidence that the rezoning would deter the improvement or development of adjacent property in accordance with existing regulations and the proposed rezoning is consistent with the future land use plans as proposed in Cheboygan County's future land use map. See exhibits 2, and 3.

Motion by Mr. Borowicz, second by Mr. Kavanaugh, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

6. Will rezoning grant a special privilege to an individual property owner when contrasted with other property owners in the area or the general public (i.e. will rezoning result in spot zoning)?

- A. The Planning Commission finds that properties are directly contiguous to areas already located in the proposed zoning district, such that adding the subject properties as proposed for rezoning would not result in a special privilege to an individual property owner or a detached area of land rezoned i.e. spot zoning.

Motion by Mr. Freese, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

7. Are there substantial reasons why the property cannot be used in accordance with its present zoning classifications?

- A. The Planning Commission finds that the properties proposed for rezoning are not consistent with the future land use map and not consistent with nearby uses and are not particularly suitable for their existing zoning classification. See exhibits 2 and 3.

Motion by Mr. Freese, second by Mr. Churchill, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

8. Is the rezoning in conflict with the planned use for the property as reflected in the master plan?

- A. The Planning Commission finds that the future use of the properties proposed for rezoning as being consistent with the categories of as provided on the Future Land Use Map and the County's Master Plan. See exhibit 2.

Motion by Mr. Freese, second by Ms. Lyon, that the factor has been met based on Will Support the Factor A. Motion carried unanimously.

9. Is the site served by adequate public facilities or is the applicant able to provide them?

- A. The Planning Commission finds that this factor is not applicable as the proposed rezoning involves several sites and several different land uses.

Motion by Mr. Kavanaugh, second by Mr. Churchill, that the factor is not applicable. Motion carried unanimously.

10. Are there sites nearby already properly zoned that can be used for the intended purposes?

- A. The Planning Commission finds that this factor is not applicable as the proposed rezoning is intended to provide consistency in zoning and land use.
- B. The Planning Commission finds that the 5 Five-year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provides the following recommendation regarding the current Lake and Stream Protection zoning district;

*Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5' USGS topographical map.
See exhibit 2.*

Motion by Mr. Freese, second by Mr. Borowicz, that the factor has been met based on Will Support the Factor A and B. Motion carried unanimously.

DECISION

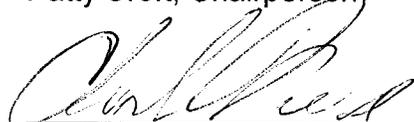
Motion made by Mr. Kavanaugh , supported by Mr. Churchill, to recommend approval to the Cheboygan County Cheboygan County Board of Commissioners based upon the general findings of fact and the rezoning factors. Motion carried unanimously.

DATE DECISION AND ORDER ADOPTED

October 7, 2015



Patty Croft, Chairperson



Charles Freese, Secretary



Cheboygan County Board of Commissioners' Meeting

November 10, 2015

Title: Application for the 2015 Michigan State Housing Development Authority (MSHDA) - Community Development Block Grant (CDBG) - Housing Resource Fund (HRF)

Summary: Approval to apply for this funding will allow the Cheboygan County Home Improvement Loan Services Program to continue to assist low-income homeowners whose homes need repairs. This application is requesting the amount of \$158,000. The amount is slightly less than the last grant's amount of \$175,000. This amount was determined by staff as a result of the state having less money to provide to these programs. This funding is no longer allocated to all counties but instead is now a competitive process among all non-entitlement counties. The term of the grant is 2 years.

Other changes to the program now allows for some portion of loans to be forgiven. There are options for each entity to choose from. I am recommending the option that provides loan forgiveness at the following schedule, which has more levels of forgiveness based on household income.

For projects with assistance exceeding \$2,500, the assistance will be offered according to the table below.

Household income % of Area Median Income (AMI)	% of Loan for Project	Repayment Terms
0-29	100% Forgiven	No payments
30-49	75%	Monthly payments over 10 years
50-59	50%	Monthly payments over 10 years
60-80	25%	Monthly payments over 10 years

These changes must be reflected in the County's Housing Program Guidelines, which are also being requested for your review and approval. These revised Housing Program Guidelines have been reviewed by legal counsel.

Another change is that loans are no longer between the homeowner and the county. They are now made between the homeowner and MSHDA. This also means that payments toward these loans will be sent directly to MSHDA rather than being sent to the County for use in future loans. We will still have program income (loan payment income) from loans made from previous grant cycles.

The application is available digitally and in the Community Development office (Room 103) for review.

Financial Impact: The MSHDA CDBG funds are received and expended from the 283 Fund, Department 823. Raise revenue/raise expenditure will need to be requested if the grant is awarded.

Recommendation: Recommending two motions:

- 1) Approve the revised Housing Program Guidelines
- 2) Approve Resolution #15-13 and authorize the Finance Director to submit the application for the 2015 Michigan State Housing Development Authority Community Development Block Grant – Housing Resource Fund online, using the OPAL/MATT online grant management system. Furthermore, we authorize the Chairperson to sign the application and any forthcoming or required documentation upon the review and approval of the Finance Director and legal counsel, if applicable and authorize the Finance Director to submit using the OPAL/MATT online grant management system any future reporting requirements on behalf of the County.

Prepared by: Steve Schnell
Community Development Director

Department: Community Development

PROGRAM GUIDELINES
FOR
THE CHEBOYGAN COUNTY HOME
IMPROVEMENT LOAN SERVICES

Cheboygan County
Home Improvement Loan Services

231-627-8489
www.cheboygancounty.net
housing@cheboygancounty.net

Approved by
Cheboygan County Board of Commissioners
November 10, 2015



SECTION I
GENERAL PROVISIONS

PURPOSE OF PROGRAM:

This program is intended to provide funds for the rehabilitation of owner-occupied, single family residential dwellings. All repairs must conform to the current adopted Michigan Uniform Energy Code, the Housing and Urban Development (HUD) Uniform Physical Conditions Standards (UPCS), current HUD standards, local codes and ordinances, and Michigan's Uniform Construction Code, and amendments thereof. Repairs will focus on improvements that will reduce the long-term costs of homeownership such as energy efficiency improvements and removal of health risks.

PROGRAM ACTIVITIES:

Applicants with area median income (AMI) no greater than 80% AMI may qualify for a loan with a repayment plan not to exceed 20 years. A lien in the form of a mortgage will be placed on **all** properties receiving funds through the Cheboygan County Home Improvement Loan Services program.

The Michigan State Housing Development Authority (MSHDA) requires that repayment of assistance be based on the ability to repay. All homeowners with incomes greater than 60% Area Median Income (AMI) must finance a portion of the cost with funds outside this grant OR amortize a portion of the loan; this non-grant or amortized portion must increase with higher incomes. Terms of all MSHDA CDBG loans will be determined according to Section XII of this document.

Single Family Rehabilitation

Under this activity the entire housing unit will be rehabilitated to meet building code, local ordinances, and regulations of the program. Rehabilitation work will be done according to the HUD standards of rehabilitation in place at the time of the project's initiation.

The maximum amount of funds used for each project is determined by the grant program which the project is used to fund the project. Cheboygan County will abide by the grant policies and requirements.

The Cheboygan County Home Improvement Loan Services Department Director, using the applicable guidelines and rules according to the funding sources used, and inspector reports, shall decide whether it is feasible to rehabilitate or replace a dwelling that will require additional funds in order to meet Michigan's Uniform Construction Code requirements.

For USDA-funded housing replacement, 7 CFR Part 1944.659 shall be complied with. This assistance will be provided to households having income that do not to exceed 80% AMI. For those loans which are not deferred, repayment will begin 30 days from closing. Old HUD funds can be used on any activity deemed necessary by Cheboygan County.

Cheboygan County Home Improvement Services
Program Guidelines

Emergency Repair

Emergency assistance is defined as a situation affecting immediate health and/or safety of the applying household and includes but is not limited to water/plumbing, sewer/septic systems, heat, electrical, roofs, and accessibility. Upon completion of an emergency repair the entire unit will not necessarily meet the Michigan Uniform Construction Code, however the items repaired will. Determination of what constitutes an emergency repair is made by the Cheboygan County Housing Director, in consultation with the Cheboygan County Building Official, according to the standards below.

In order to assure fair access to housing assistance, the following describe the nature of a “health and safety emergency” which gives a housing unit priority under the emergency repair situation:

- The home has a roof that regularly leaks during an average rainfall.
- The electrical system is intermittent or is considered an immediate safety hazard by the Cheboygan County Building Official due to evidence of shorts or other unsafe wiring.
- The water/plumbing system has leaks that occur regularly as a result of normal operation of the home’s required plumbing.
- The heating system is inadequate to keep a minimum temperature of 65 degrees Fahrenheit or the heating system poses an immediate safety hazard as determined by the Housing Director in consultation with the Cheboygan County Building Official.
- The home is not safely accessible to one of the permanent residents. In this case, only the minimum necessary improvements to meet accessibility requirements are eligible for emergency repair funds.

SECTION II

ALLOWABLE AND UNALLOWABLE COSTS

Allowable costs are costs necessary to implement the Home Rehabilitation Program as approved by its funding source. Please refer to the Michigan State Housing Development Authority (MSHDA) Community Development Block Grant (CDBG) policy documents for more detailed information or the requirements and policy documents of the grant program used for that particular project. Deviations from the following list will be allowed but such deviations shall comply with the requirements of HUD and the grant program which funds that particular project.

1. Eligible Rehabilitation Expenses

The following rehabilitation expenses are eligible for funding:

- A. Installation and/or repair of sanitary water and waste disposal systems, together with related plumbing and fixtures, which will meet local health department requirements and Michigan Uniform Construction Code.
- B. Energy conservation measures such as:
 - i. Insulation
 - ii. Combination screen-storm windows and doors.
 - iii. Installation of programmable or “smart” thermostats.
- C. Repair or replacement of the heating system including the installation of alternative systems such as: wood burning stoves or space heaters, when appropriate and as permitted by Michigan’s Uniform Construction Code. These items must be permanent fixtures.
- D. Electrical wiring.
- E. Repair of or provision for structural supports and foundations.
- F. Repair or replacement of the roof.
- G. Replacement of severely deteriorated siding, porches or stoops.
- H. Alteration of the unit's interior or exterior to provide greater accessibility for any handicapped occupant within the household.
- I. For properties listed on or eligible for the National Register of Historic Places, activities associated with conforming repair and rehabilitation activities to the standards and/or design comments resulting from the consultation process from the State Historic Preservation Office or contained in 1944.673 of the USDA Rural Development HPG program guidelines.

- J. Necessary repairs to manufactured homes or mobile homes provided:
- i) The recipient owns the home and the site on which the home is situated; and has occupied that home on that site for at least one year prior to receiving assistance; and,
 - ii) The manufactured home or mobile home is on a permanent foundation or will be put on a permanent foundation with these funds.
 - iii) Any manufactured home or mobile home older than 20 years will be reviewed on an individual basis and decided upon by the Cheboygan County Home Improvement Loan Services Department Director. No funds will be spent on mobile homes which were manufactured more than 10 years prior unless it is in exceptional condition and approved by the Cheboygan County Building Official.
- K. Additions to any conventional manufactured or mobile dwelling only when it is clearly necessary to alleviate overcrowding or to remove health hazards to the occupants and when that addition meets Michigan's Uniform Construction Code.
- L. Changes to the home necessary to correct overcrowded conditions necessary to meet Michigan Uniform Construction Code. This could include the addition of a living room, kitchen area with adequate storage and preparation space, or a bedroom for every two persons. (The number of bedrooms in a unit should not require persons of the opposite sex other than a husband and wife to occupy the same bedroom. Exceptions to this include infants and very young children.)
- M. Repairs necessary to alleviate lead-based paint hazards. The costs associated with lead based paint hazard reduction or abatement shall be included in the lien only if required by the grant program requirements and only to the minimum extent required by those grant program requirements.
- N. It is the policy for eligible households where a resident is over 62 years of age that when toilets must be replaced they are replaced with comfort height units and handrails are installed.
- O. Installation of smoke detectors which meet Michigan's Uniform Construction Code.
- P. Reconstruction or replacement of the housing unit. This would be eligible if the cost to rehabilitate the unit exceeds the cost to reconstruct or replace the unit. If the cost to rehabilitate a unit exceeds 75% of the appraised value then the unit would not qualify for rehab. The Cheboygan County Home Improvement Loan Services must receive prior approval from MSHDA before reconstructing or replacing a unit with grant funds.

When replacing a housing unit, the Home Improvement Loan Services will follow MSHDA's current policy on housing unit replacement. If funded by the USDA RD HPG program, then 7 CFR Part 1944.659 shall be complied with.

- Q. Replacement of the appliances according to MSHDA policy and related HUD requirements.
 - R. In limited situations, in strict accordance with MSHDA guidelines, and with prior MSHDA approval, replacement of a dwelling may be an eligible expense.
2. Funds may be used for payment of incidental expenses directly related to accomplishing authorized activities such as fees for connection of utilities (water, sewer, gas, electric), credit reports, surveys, title clearance, loan closing, inspection, local building and zoning permits, well and septic permits, drinking water tests, and architectural and other technical services. All fees will be in accordance with local prevailing rates and so documented.
 3. Funds may be used to make improvements that do not contribute to the health, safety and well-being of the occupant or do not materially contribute to the structural integrity or long term preservation of the unit. The percentage of funds to be used for such purposes must not exceed 20 percent of the total funding for the unit, and such work must be combined with improvements listed as eligible under subsection 1 of this section. These improvements might include, but are not limited to the following:
 - A. Painting
 - B. Paneling
 - C. Flooring or carpeting
 - D. Improving clothes closets or shelving
 - E. Improving kitchen cabinets
 - F. Air conditioning when needed for health purposes
 - G. Comfort-height toilets
 - H. Other items according to MSHDA or HUD requirements and policies.
 4. Funds may not be used to refinance any debt or obligation of the homeowner other than obligations incurred for eligible items covered by this section entered into after date of agreement with grantee.
 5. Administration Costs
Administration costs will be incurred and reimbursement requested only according to the policies and requirements of the sponsoring grant program. These policies are amended from time to time. Such costs include but are not limited to the following:
 - A. Payment of reasonable salaries or contract for professional, technical, and clerical staff actively assisting in the delivery of the Home Improvement Loan Services Program.
 - B. Payment of necessary and reasonable office expenses such as office rental, supplies, utilities, telephone services and equipment. (Any item of non-expendable personal property having a unit value of \$1,000 or more, acquired with federal funds will be specifically identified to the grantor in writing.)

- C. Payment of necessary and reasonable administrative costs such as worker's compensation, liability insurance, and the employer's share of Social Security and health benefits. Payments to private retirement funds are permitted if the grantee already has such a fund established and ongoing.
 - D. Payment of reasonable fees for necessary training of grantee personnel.
 - E. Payment of necessary and reasonable costs for an audit upon expiration of the grant agreement.
 - F. Other reasonable travel and miscellaneous expenses necessary to accomplish the objectives of the specific grant which were anticipated in the individual grant proposal and which have been approved as eligible expenses at the time of grant approval. This may include contract or fee inspection where necessary pursuant to applicable OMB requirements for local governments
 - G. Payment of necessary costs to market and promote the program as a Fair Housing program.
6. Administration funds may not be used for the following items, which may include additional items not listed here but are included in MSHDA or HUD policies and requirements:
- A. Preparing housing development plans and strategies except as necessary to accomplish the specific objectives of the Home Improvement Loan Services Program.
 - B. Substitution of any financial support previously provided or currently available from any other source.
 - C. Reimbursing personnel to perform construction related to HPG assistance (See RD Instruction 1944.664 (e) for more information).
 - D. Buying property of any kind from families receiving assistance from the grantee under the terms of the program.
 - C. Paying for or reimbursing the grantee for any expenses or debts incurred before the grantor executes the grant agreement.
 - E. Paying any debts, expenses, or costs, which should be the responsibility of the individual families receiving HPG and/or CDBG assistance and which are outside the costs of repair and rehabilitation. (This varies somewhat with CDBG funds see CFR Part 570 CDBG Subpart C Eligible Activities. This is in the MSHDA Compliance Manual).
 - F. Any type of political activities prohibited by OMB Circular A-87.

- G. Other Costs including contributions and donations, entertainment, fines and penalties, interest and other financial costs unrelated to the assistance to homeowners, legislative expenses and any excess of costs from other grant agreements.

SECTION III

CHEBOYGAN COUNTY AUTHORITY

Cheboygan County Board of Commissioners has the authority and may, at its discretion, and in conformance with the program requirements of MSHDA or HUD or the USDA, exceed any of the guidelines it has established and disregard any of the restrictions it has imposed in any case where Cheboygan County Board of Commissioners determines that the program purpose will be served best by doing so. The Board of Commissioners retains the right to re-determine any applicant based on change of income status.

The Cheboygan County Home Improvement Loan Services Director shall follow policies of the Michigan State Housing Development Authority and the United States Housing and Urban Development. The Housing Director shall act according to MSHDA policies and rules even if a discrepancy exists between County Program Guidelines and MSHDA policies.

SECTION IV

EXPENSE ALLOCATION

The contracts between Cheboygan County and the Michigan State Housing Development Authority (MSHDA) or USDA Rural Development or applicable contracts with other funding agencies determine the allocation of expenses for this program according to each project's funding source(s).

SECTION V

APPLICANT REQUIREMENTS

1. Applicant must be an individual or family who has ownership and occupies a single family dwelling residential property as their primary residence, or is a purchaser of such property under a land sales contract or mortgage. The land sales contract or mortgage must be recorded and must be signed by the land contract holder.
2. Applicant must meet income requirements combining gross income of the applicant and family and any other persons related by marriage or operation of law who share the same

- dwelling unit, including the income of those persons under the age of 18 or full-time students, or mentally or physically disabled children whatever their age. .
3. Applicant must have occupied the premises for one (1) year prior to making application and must reside in the premises for the term of the loan or the outstanding balance will become due and payable.
 4. Applicant's total liquid assets must not exceed \$50,000. This requirement applies to all applicants eligible for loan assistance.
 5. Applicant and all other joint owners of the property must agree to sign a mortgage and note for the total amount of the loan, including all related costs of the loan. If applicant is purchasing home on a land contract, the land contract holder must also sign the mortgage and note.
 6. Applicant will be required to maintain loss payable insurance on the property for the duration of the terms of the loan and provide proof annually. The County of Cheboygan will be placed on insurance policy as lien holder if the project is approved. The type of insurance will depend on the amount of assistance. Any type of coverage will still require that the County of Cheboygan be placed on the insurance policy as lien holder. Emergency Repairs will be covered with at least Loss Payable insurance while any other assistance that brings the entire unit up to code will require replacement coverage.
 7. Applicant will be required to keep the property tax payments current for the duration of the terms of the loan.
 8. Upon termination of ownership, whether by death, sale of property or title transfer, the balance of the mortgage must be paid in full. In the case of the death of the homeowner and if home is deeded to another family member and if that person resides in the dwelling, upon applicant's death, that person may apply for eligibility in the same program and assume payments according to the last approved schedule of payments. If beneficiary's income does not qualify for the CDBG program, payment in full will be required. A reasonable amount of time, determined by the Home Improvement Loan Services Department Director, will be granted to market and sell the rehabilitated property.
 9. Applicant's home must be at least five (5) years old and the land must have been occupied for one (1) year prior to making application. Applicant must reside on the premises for the term of the loan.
 10. Applicant, if successful in obtaining a Home Improvement loan, may not apply for another loan through the Home Improvement Loan Services Program for a period of five (5) years. This does not include Emergency Repair, or PIP programs.
 11. Applicants related to Commission members or staff must disclose their relationship on the application. The application must have prior grantor approval. This application must be handled in a manner consistent with the Conflict of Interest Regulations.
 12. Cheboygan County elected officials and staff shall not be considered eligible applicants. Cheboygan County elected officials and staff shall not be considered eligible contractors on projects.
 13. If an applicant has declared bankruptcy within the previous 7 years, and only two years has elapsed since discharge, the lender must conduct a stringent review of the credit information to determine if the applicant has reestablished a history of acceptable credit.
 14. Applicants who submit completed applications including required documentation are considered on a first come, first ready, first served basis. Upon verification of all

information the application will be added to the waiting list. Applicants requiring emergency repairs, once verified for program eligibility will be addressed immediately. If other repairs are necessary, the application will be placed in line until the application comes up.

15. Applicants related to Cheboygan County Board of Commission members or any Cheboygan County staff must disclose their relationship on the application and this application must have prior grantor approval.

Other Applications and associated requirements:

1. Life Estate – Persons occupying a dwelling under a life estate agreement are eligible for homeowner rehabilitation assistance under the following conditions:
 - A. The life estate person(s) occupying the dwelling to receive rehabilitation must be income eligible.
 - B. The life estate agreement terms must be written, signed, recorded and a copy provided to grantee.
 - C. The holder(s) of the remainder interest or in any future defeasible remainder interest in the dwelling must agree, in writing, prior to the initiation of the rehabilitation to repay the loan when the dwelling ceases to be the principal place of residence of the current life estate person(s).
 - D. Both the owner of the life estate and the holder(s) of the remainder interest or future defeasible remainder interest must sign the mortgage.
 - E. The loan is treated as an owner-occupied loan.
 - F. The applicant must execute the Homeowner Certification and Program Agreement form as provided by MSHDA.
2. Subordination of liens – It is the intent of this program for Cheboygan County to take second position on liens in the following situations and accompanied by the lender's good faith estimate:
 - A. For County Mortgagor(s) who refinance at an interest rate that is lower than the previous mortgage's interest rate.
 - B. For County Mortgagor(s) who refinance and gain a monthly payment that is no greater than the current monthly payment.
 - C. The refinancing sought by the Mortgagor(s) shall not be a reverse mortgage.
 - D. The total amount of all liens on the property shall not exceed 80% of the value of the property based on current appraisal.
 - E. The interest rate for the new loan and associated loan costs must be competitive with the lowest rates and costs available in the lending industry. A worksheet evaluating current loan rates and costs must be part of the approval process.
3. Lien forgiveness – Mortgage or lien forgiveness shall abide by the Cheboygan County Mortgage Forgiveness Policy and be consistent with MSHDA Policy Bulletins.
4. All liens will be recorded at the Cheboygan County Register of Deeds office.
5. Land Contracts
 - A. An enforceable lien would require the signatures of all parties with a legal interest in the property. The CDBG applicant(s) and all Land Contract holder(s) in the chain of title must sign the lien agreement. Only the borrowers would sign the mortgage note.

- B. A recorded Land Contract Subordination Agreement may be used. The document must give Cheboygan County a superior lien position to the Land Contract Seller(s).

SECTION VI

CONTRACTOR REQUIREMENTS

1. The Contractor must meet all State of Michigan licensing requirements as well as any additional licensing requirements of Cheboygan County or Municipality in which the work is to be performed. Contractors working on homes with lead based paint hazards will have the appropriate training and certification to work safely with lead based paint.
2. Contractor will provide all materials, equipment and labor necessary to perform the work stated in the specifications. All materials and workmanship must meet minimum standards as set forth in the Michigan Uniform Construction Code, 2009 Michigan Uniform Energy Code, and the HUD Section 8 Existing Property Standards, HUD Housing Quality Standards or applicable HUD and MSHDA standards. All materials and workmanship must meet local code and zoning ordinances.
3. Contractor will be responsible for obtaining any required work permits and arranging for subsequent permit inspections through the County Building Safety Department, and/or District Health Department #4, and providing the Home Improvement Loan Services staff with copies before work commences.
4. Contractor will conform to all applicable local codes and ordinances whether or not specifically stated in the specifications.
5. Contractor will furnish evidence of Comprehensive Public Liability Insurance \$300,000 protecting the Homeowner in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the work performed by the Contractor or any Subcontractors.
6. Contractor will furnish evidence of Worker's Compensation Insurance and any other coverage required by Michigan Statutes, or as required by the County.
7. Contractor will submit the names of all subcontractors performing work on this job to the Cheboygan County Home Improvement Loan Services staff.
8. Contractor must sign the contractual agreement with homeowner, as prepared and approved by Cheboygan County prior to commencing work.
9. No work will begin until contractor receives a "Proceed to Work Order" from the

Cheboygan County Home Improvement Loan Services, signed by the Home Improvement Loan Services Department Director, Inspector and the homeowner. Contractor will be required to begin work within thirty (30) days from the date of the “Proceed to Work Order” issued by the homeowner, or show just cause for not beginning work.

10. Contractor shall disqualify his/her bid by identifying material not otherwise listed in bid specifications, unless approved by the Home Improvement Loan Services Department Director and Housing Inspector. Contractor must bid each numbered item and show total bid of all items.
11. Bids must be received at the office of Cheboygan County Home Improvement Loan Services no later than the specific date and time listed in the request for bids.
12. Contractor has the written authorization of the homeowner to inspect premises before submitting bids.
13. Contractor will be required, upon request, to provide copies of all invoices and bills showing the price and quality of materials used on all projects.
14. Contractor must not be debarred from participating in any federally funded programs. No contract will be awarded to a contractor that is on the federal debarred contractor list.
15. Contractor agrees during the performance of the contract not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin and, furthermore, will include this statement in solicitations or advertisements for employees and will abide by Fair Housing Practices.
16. New federal regulations require that contractors doing work that involves potential lead-based paint hazards have a minimum level of training. Specifically the regulation states that the worker performing the work must be trained in OSHA safe work practices; and must be supervised by a certified Lead Based Paint Abatement Supervisor, OR that workers must have successfully completed one of the following courses:
 - a. A lead based paint abatement supervisor course.
 - b. A lead based paint abatement worker course.
 - c. The Lead-Based Paint Maintenance Training Program.
 - d. The remodeler’s and Renovator’s Lead-Based Paint Training Program.

SECTION VII

ELIGIBILITY PRIORITY

The Housing and Community Development Act of 1974 required that priority be given to very low, low and moderate income persons in making a rehabilitation loan on residential property. This is interpreted to mean persons whose income is less than 80% of the area median

income (AMI) for Cheboygan County.

The income guidelines adopted by Cheboygan County are in accordance with the Section 8 Income Guidelines as established by the Department of Housing and Urban Development. Income eligibility will be determined using these guidelines on an individual basis and updated annually.

SECTION VIII

PROCESSING

1. Applications will be accepted at the office of the Cheboygan County Home Improvement Loan Services.
2. Applications will be accepted from all applicants who meet the requirements as outlined in Section V.
3. A Cheboygan County Home Improvement Loan Services staff member will interview the applicant to ensure the applicant is aware of the program scope; the requirement of mortgage placed on the property to secure the loan and other pertinent information.
4. Applicant shall be made aware at the time they apply for assistance that their name, address and level of assistance provided is public information and, under the Michigan Freedom of Information Act (FOIA – MCLA 15.231 et. seq.), a person has a right to inspect, copy, or receive copies of that information upon written or oral request. In no case is it appropriate to release an applicant's source or amount of income and any credit-related information. Other material may be exempt from disclosure if it would constitute a clearly unwarranted invasion of the individual's privacy.
5. The following items will then be verified by the Home Improvement Loan Services Department Director or staff:
 - A. That income meets the eligibility requirements of MSHDA.
 - B. Employment or unemployment
 - C. Credit check-through banks, credit bureaus, etc., at the discretion of the Home Improvement Loan Services Director.
 - D. Asset check-through banks or other depositories. Lien holder on applicant's property, market value of property through the Equalization Department.
 - E. Homeowner's insurance on home is current.
 - F. Property taxes must be paid to date.
 - G. Home must be five (5) years old or older.
 - H. If home is being purchased on a land contract, homeowner must submit written consent from land contract holder agreeing to sign mortgage and promissory note. This form must be notarized.

- I. Make sure all improvements are eligible.
 - J. If the home was built prior to 1978, the owner must agree to have a lead-based paint assessment performed prior to any work beginning.
 - K. Proof of ownership – applicant must present a recorded warranty deed (quit claim deed is not sufficient as proof of ownership).
6. If applicant meets the above requirements, the application papers will continue as follows:
 - A. Title search is conducted (at the option of the Home Improvement Loan Services Department Director).
 - B. Title opinion is provided through Cheboygan County legal counsel (At the option of the Home Improvement Loan Services Department Director).
 - C. Inspector is notified to conduct inspection.
 - D. Inspector files housing report with Home Improvement Loan Services Department Director (Including detailed set of bid specifications and cost write up.)
 - E. Home Improvement Loan Services Department Director reviews application, Inspector's report (specifications) and Cost Estimate and determines loan eligibility.
 - F. Applicant notified as to approval or rejection of application.
 7. If application is denied, applicant will have an opportunity to appeal the denial pursuant to the Appeal Procedure-Denial of Assistance.
 8. If application is approved, the applicant will be informed of the following:
 - A. Documentation is sent to the State Historic Preservation Office for Clearance if home is over 50 years.
 - B. Lead Based Paint Assessment is ordered if home was built prior to 1978. The Housing Director's determination as to whether the applicant will receive a loan.
 - C. The applicant will be informed of the following:
 - i. Total estimated costs of the work to be performed.
 - ii. Review results of Report from the State Historic Preservation Office.
 - iii. Review results of the Lead Based Paint Assessment.
 - iv. Review Contractor List, and set date for walk-thru.
 - v. Set date for which the bids are due by contractors.
 9. If applicant decides not to proceed applicant will so indicate in writing. This will be filed and file will be closed.
 10. If the applicant accepts the determination of the Home Improvement Loan Services Department Director, a letter will be sent to the applicant outlining the terms of the determination. When an applicant withdraws his/her application for any reason, if they want their application reconsidered, their application will be processed in the order it was most recently received. The application may be renumbered and will be re-evaluated when their new number comes up.
 11. Because this program may include Emergency Repair and PIP, the Home Improvement Loan Services Department Director may take applications out of sequence as long as prior

review is made.

12. Processing for PIP will be in accordance with the respective guidelines.
13. The Home Improvement Loan Services Department Director has the authority to award bids upon homeowner acceptance, provided the bid does not exceed the Inspector's estimate by 10% and the applicant pays all additional costs above the amount of the lowest responsive and responsible bid.
14. The Home Improvement Loan Services Department Director has the authority to proceed with emergency applications prior to Board meetings, providing the applicant meets program requirements and the project does not exceed \$2,500. The Finance Director has the authority to approve expenditures that do not exceed \$5,000 and the Administrator may approve expenditures which do not exceed \$10,000. This information must be presented at the next regularly scheduled Board of Commissioners meeting.

SECTION IX

INSPECTION

1. The initial inspection will be conducted by the Home Improvement Loan Services designated inspector. The Home Improvement Loan Services Department Director may accompany the inspector if time allows. In case of an emergency repair the initial inspection may be conducted by District Health Department #4, or Cheboygan County Building Safety Department.
2. If it is determined by the inspector that building, plumbing, mechanical, electrical or Health Department permits are necessary, the permits will be issued by the appropriate inspector and the charge shall be the same as those now enforced in these departments. The contractor will be instructed to contact the appropriate jurisdiction's Zoning Administrator to see if a zoning permit is required.
3. The inspector shall do inspections and the contractor's work shall be found in compliance with the appropriate Michigan Uniform Construction Code requirements and, if applicable, must receive both a zoning and Construction Code Certificate of Occupancy prior to release of progress payment to contractor. The inspector shall do all change-order inspections and final inspections.

SECTION X

BID SPECIFICATIONS

The Home Improvement Loan Services designated inspector will prepare the bid specifications. Items to be placed in specifications will come from the work write-up (Inspector Report Form) of

the initial inspection of the housing unit. Items will be approved by the homeowner. Homeowner must sign "Approval of Bid Specifications" form. The homeowner is advised to question those items which are unclear and inform the Director of any additional work to be done (if eligible) before project is let for bids.

SECTION XI

BIDS

1. Bid information will be mailed or emailed to each interested licensed contractor on the Contractor's Bidding List for each project. The homeowner will receive three (3) additional packets to present to contractors of their choice. The Contractor Requirements form, Bidding Information/Contract Award, Instructions to Contractor and Contractor Payment Information, "must" accompany all bid packages. Bids are to be presented to the Home Improvement Loan Services Department Director within ten to fourteen (10-14) days of invitation to bid.
2. The Home Improvement Loan Services Department director and inspector will review bids for completeness. The homeowner and the Home Improvement Loan Services Department Director will review the bids. The homeowner will express their choice of contractor. The homeowner will be reminded that it is general practice to accept the lowest responsible bid (cannot exceed the inspector's estimate by 10%). If the owner chooses the higher bid, he/she must pay the difference between the lowest responsive bid and the chosen, higher bid. This difference must be paid PRIOR to the start of work. The Home Improvement Loan Services Department Director will present bids to the Cheboygan County Board of Commissioners at the regular Board meeting and they will be informed of the homeowner's preference. The Home Improvement Loan Services Department Director will award the bid if the bid does not exceed the inspector's estimate by 10%. If project had been awarded by Home Improvement Loan Services Department Director, board will be made aware of all bids received on the project, homeowners choice of contractor and shall approve the homeowners choice. If project cost totals over \$10,000, bids are awarded by the Cheboygan County Board of Commissioners as per County Policy.
3. All bid award authority shall be in accordance with Cheboygan County Purchasing Policy, *Authority to Expend Public Funds*, Section A.
4. Successful contractor is notified of bid award. If the low bidder was not selected due to a choice by the homeowner, the low bidder will be notified of this in writing. All other contractors who were unsuccessful will be notified and sent a copy of the bid tabulation sheet.
5. The Home Improvement Loan Services Department Director reserves the right to reject any or all bids, and those in excess of 10% of the housing inspector's estimate.
6. To prevent unnecessary change orders (addendum) and cost over-runs on projects, contractors will be asked to bid projects on an item by item basis.
7. Typically, 3 or more bids will be required for each project. In the event only 1 bid is received this bid can be accepted only if it does not exceed the Housing Inspectors estimate by 10%. A written estimate by the Housing Inspector of all work needed is mandatory for each project receiving CDBG funds, excluding Emergency Repairs.

SECTION XII

DEFERRED LOANS AND LOCAL LOANS

Financial Mechanisms

The entire program will provide 100 percent benefit to very low, low, and moderate income households. The financing mechanisms will be loans with some loans being partially forgiven at rates according to the area median income of the qualifying household.

For projects with assistance exceeding \$2,500, the assistance will be offered according to the table below.

Household income % of Area Median Income (AMI)	% of Loan for Project	Repayment Terms
0-29	100% Forgiven	No payments
30-49	75%	Monthly payments over 10 years
50-59	50%	Monthly payments over 10 years
60-80	25%	Monthly payments over 10 years

Other terms may be offered as permitted by the granting authority and MSHDA.

Lien Requirements

All units receiving financial assistance in the form of deferred loans will have a lien in the form of a mortgage placed on the property. These mortgages will be for the life of the owners or until title transfer or the owners no longer use the home as a principal residence. Upon termination of ownership, whether by death, sale of property, or title transfer, an attempt must be made to pay the balance of the mortgage within 90 days.

Enforcement of Liens and Repayments

The mortgage is not transferable. All mortgages become due upon the homeowner's termination of ownership, whether by death or by transfer of property. The County "Collection Policy" will be followed to enforce repayments (Section XV). This policy involves a first notice of delinquency at 30 days; a second notice at 60 days delinquency. If the matter is resolved as a result of the notices, the matter will be closed. If the first two notices do not resolve the problem, the debtor's account will be referred to legal counsel, who will contact the debtor and demand immediate resolution of the delinquency; the Director of the Home Improvement Loan Services Program will be advised as to the appropriate legal course of action. When the Director receives this legal advice, he/she will discuss and explore this with the County Administrator, who will advise him/her as to whether or not to pursue this action. If the legal action is approved, the Director will notify the legal counsel to go forward with this recommendation. The Director shall monitor the progress of the legal action and report to the board monthly. The collection procedure shall be utilized without regard to the debtor's race, color, creed, national origin, sex, or religion. Any conflict of interest or relationship between a debtor and the County shall be identified by the Director. A copy of the Collection Policy shall be provided to every loan applicant, and shall

also be made a part of every mortgage.

SECTION XIII

NECESSARY FORMS

1. Financial arrangements and necessary forms.

A. Approval of Bid Specifications

This form will be signed by the homeowner before the bid is awarded to the contractor.

The following forms will be signed at the meeting of the homeowner, contractor, and Director:

B. Homeowner Approval of Bid Award

C. Release from Liability

This form must be signed by the homeowner and is for the protection of Cheboygan County as well as the contractor. This is to prevent the homeowner from requesting any additional work that is not part of the bid specifications.

D. Complaint Policy

E. Contractor's Bid Proposal

This form must be completed to show how many separate jobs will be created per each project. List all sub-contractors and their license numbers.

F. Housing Rehabilitation Program Contract

This contract is mandatory for code enforcement for all rehabilitation housing projects. This contract will include the total project cost, the date the work is to start and number of days for completion.

G. Amendment to Housing Rehabilitation Program Contract (if applicable)

This form must be signed and attached to the Contract. For procedure utilized to approve an amendment, see Section XVII, Item #11.

H. Proceed to Work Order

These forms must be executed for all loans and will be signed at the meeting of the homeowner, inspector and Home Improvement Loan Services Department Director.

I. Truth in Lending Disclosure Notice

J. Promissory Note

This note will be executed for all loans and will outline the terms and conditions of repayments.

I. Mortgage

All loans will be secured with a mortgage for the total amount of the project. All mortgages will provide for payments in full (current balance) upon the homeowner's termination of ownership, whether by death or by transfer of property or no longer residing in the home as their primary residence. The debt is not transferable. The term of the mortgage on all loans will be until the financed amount is repaid in full;

maximum term not to exceed twenty (20) years. Mortgage will be registered with the Cheboygan County Register of Deeds after the customer rescission period has expired.

J. Rescission Notice

2. Following are the procedures to be followed once a project is completed:

- A. Verify that Mortgage or Mortgage Modification has been filed with the Cheboygan County Register of Deeds.
- B. Homeowner must sign Final Inspection Report and Homeowner Approval Form.
- C. Letter must be sent to insurance company informing them that the applicant has signed a mortgage and that Cheboygan County must be listed on the homeowner's policy as "loss payee". This shall be done immediately upon signing, not after the work is complete, coverage should be in place on the day the work begins.
- D. Order amortization schedule if necessary.
- E. One amortization schedule is to be sent to the applicant and one maintained in the office file.
- F. Lien Protection Procedure – Using the proper lien procedure protects the homeowners, workers, suppliers, contractors/builders, and grantees. Using the proper lien forms and the timeline of submittals will provide the fullest lien protection.

LIEN FORMS

Notice of Commencement

Notice of Commencement records the start date of a rehabilitation project. The homeowner(s) is responsible to have this form recorded at the County Register of Deeds office. Once recorded the form must be posted on the site. All workers/suppliers must have access to this form. Home Improvement Loan Services Department Director must have a copy of this form in the applicants file.

Notice of Furnishing

All sub-contractors, workers or suppliers must submit a Notice of Furnishing if they are involved in the construction/rehab project. Notice of Furnishing will be posted at the job site along with the Notice of Commencement. This reserves their ability to lien the construction/rehabilitation project in the event they are not paid for services or supplies to the project. Workers/suppliers must submit Proof of Service of Notice of Furnishing by certified mail or proof of receipt by homeowner(s) signature.

Job Cost Breakdown

The Job Cost Breakdown should be a part of the Rehabilitation Contract. This records the contractor's intention of who is providing services/supplies. Homeowner(s) and Cheboygan County can use this against Notice of Furnishing submittals. Job Cost Breakdown should correlate to the Contractors Sworn Statement at time of invoice.

Partial Unconditional Waiver of Lien

Each interim contractor invoice will be accompanied by a Partial Unconditional Waiver

for the total invoice amount. Each sub-contractor/worker/supplier will submit a Partial Unconditional Waiver for their portion of the contractor's invoice.

Full Unconditional Waiver of Lien

At the final payment or invoice, the contractor must submit a Full Unconditional Lien Waiver. All sub-contractors/workers/suppliers must submit a Full Unconditional Waiver for their portion of the final invoice. The Home Improvement Loan Services Department must have a copy of all Full Unconditional Waivers in the grant file.

Contractor Sworn Statement

The contractor will provide a Sworn Statement breaking down the cost of each sub-contractor, laborer and supplier for whom payment is due at the time of invoice. The Sworn Statement will correlate between the Job cost Breakdown, Partial and Full Unconditional Lien Waiver. The Home Improvement Loan Services Department must have all interim and full sworn statement in the grant files.

SECTION XIV

REPAYMENTS

Repayment of loans originated after January 1, 2016, and made under a mortgage between applicant and the Michigan State Housing Development Authority (MSHDA) will be according to terms determined by the MSHDA.

All loans made between the applicant and the County of Cheboygan will be determined by the following requirements:

1. All units receiving financial assistance will be required to have a lien in the form of a mortgage placed on the property. The term of the mortgage will be determined by the financial mechanism provided.

Deferred Loans: There will be a lien in the form of a mortgage placed on the property. The full amount of this mortgage will become due and payable upon sale or transfer of said property or the homeowner no longer residing in the property as their primary residence.

Local Loans: The following amortization schedule will be utilized to determine the term and monthly payment for all loans at the interest rate of 0-3%. The maximum term for any loan will be 20 years and the minimum payment will be \$20.00 per month.

HPG Deferred Loans will assist applicant within the low income category (at or below 60% area median income). A lien in the form of a mortgage will be placed on the property and will be released when repaid in full by sale of the property. Rehabilitated property must remain applicant's primary residence to maintain deferred status.

Program Income: All recaptured CDBG funds originated prior to January 1, 2016 will be considered program income retained by Cheboygan County. All CDBG program income funds will be placed in a separate account and must be spent or used as leverage on the same activities as previously stated in the present and prior grant applications. Twenty

percent of program income will be utilized to help defray the cost of administering the CDBG program. No CDBG draw-downs will be acceptable if an excess of \$5,000 is in the program income account. CDBG program income cannot be used to exceed the maximum spent on an individual project.

2. All payments will be made at the offices of the Cheboygan County Treasurer's Office.
3. All payments received will be treated as program income and be deposited into an interest bearing account. These funds will be used to further the housing rehabilitation program.
4. The first payment will be due within 30 days following completion of work.
5. Should the clients total household income decrease, the payment schedule can be reviewed and adjusted accordingly or deferred. The household income must be verified.

SECTION XV

COLLECTION POLICY

The following policy statement shall be utilized by the Director of the Cheboygan County Home Improvement Loan Services to facilitate equitable and efficient retirement and payoff of all debt obligations owed to Cheboygan County by any individual or entity.

1. At such time as the debtor of Cheboygan County shall become delinquent by thirty (30) days in any obligation he/she may have with the Cheboygan County, the Director shall notify the debtor of the delinquency and request immediate compliance.
2. At such time as the debtor of Cheboygan County shall become delinquent by sixty (60) days in any obligation he/she may have with the Cheboygan County, the Director shall notify the debtor by registered mail of the delinquency and demand immediate compliance within ten (10) days of receipt of the registered letter.
3. In the event that either step 1 or step 2 outlined above resolves the delinquency of the debtor's account, the matter shall deemed to be closed.
4. In the event that either step 1 or step 2 as outlined above does not resolve the delinquency, the debtor's account shall be referred to legal counsel. Legal counsel shall then take the following two (2) steps.
 - A. Contact the debtor and demand immediate resolution of the delinquency and;
 - B. Advise the Director of the Cheboygan County Home Improvement Loan Services as to the appropriate legal course of action to follow for collection of the delinquent account.
5. Upon receipt of a course of action from legal counsel, the Director of the Cheboygan County Home Improvement Loan Services shall discuss and explore said advice with the

Cheboygan County Administrator. Thereafter, the Cheboygan County Home Improvement Loan Services Director shall receive approval or disapproval of the legal course of action recommended.

6. In the event that the legal course of action recommended is adopted by the Director of the Cheboygan County Home Improvement Loan Services, the Director shall notify legal counsel to go forward with his/her recommendation and further shall take all steps reasonable and necessary to effectuate the recommendations of legal counsel.
7. The Director of the Cheboygan County Home Improvement Loan Services shall monitor the progress of all legal action undertaken by counsel.
8. In addition to the procedures outlined above, the following steps of the Director shall be mandated under the Collection Policy:
 - A. The collection procedure shall be utilized without regard to the debtor's race; color; creed; national origin; sex; or religion, and;
 - B. Any conflict of interest or relationships between a debtor and Cheboygan County shall be identified by the Home Improvement Loan Services Department Director and reported to the Board of Commissioners and;
 - C. A copy of the Collection Policy outlined above shall be provided to each and every loan applicant of Cheboygan County. Furthermore said Collection Policy shall be expressly made a part of every mortgage and/or promissory note entered into by Cheboygan County.
9. The Collection Policy may be amended by further action of the Cheboygan County Board of Commissioners. However said amendments shall only affect debt obligations entered into subsequent to the amendments.

SECTION XVI

WORK PERFORMANCE

1. Contractors will begin work within 30 days after signing of contract.
2. Homeowner will notify the Director the day the work is started. This date will be documented in the file.
3. Contractor will notify the Director of any problems occurring during performance of work.
4. All necessary work change orders less than 10% of the total contract amount may be approved by the Home Improvement Loan Services Department Director. Addendum will be issued by the Director and signed by both the contractor and homeowners. Expenditure approvals and addendums which exceed the total project cost by 10%, depending on the amount, shall be made by the appropriate county official according to Cheboygan County Policy.

SECTION XVII

PAYMENTS TO CONTRACTOR

1. Contractor will notify the Director when half of the work is completed.
2. The Director will then arrange for the Inspector to conduct an inspection. At least 50% of the contract work must be completed. The date and findings of the inspection must be noted in the file.
3. If homeowner is satisfied with the work, they are required to sign a "Contractor Release of Payment" form, as well as the Contractor, Inspector and Home Improvement Loan Services Department Director, to release 50% of the contract amount. The Director will then prepare a voucher and submit for payment within 5 working days.
4. Contractor will notify Home Improvement Loan Services Department Director when work is 100% completed.
5. The Home Improvement Loan Services Department Director will arrange to conduct a "final inspection" with the Inspector. The Inspector will take photographs of completed work.
6. If homeowner is satisfied with the completed work, they must sign a "Contractor Payment Request" form. The contractor, Inspector, and Home Improvement Loan Services Department Director must also sign the payment form. The Home Improvement Loan Services Department Director will then prepare a voucher for 40% of the total contract amount and submit for payment. (Same procedure as #3).
7. The homeowner must also sign a "Homeowner Approval" form and "Final Inspection Report" form.
8. The inspector must insure that all items on the bid specifications were completed to Michigan's Uniform Construction Code and in a satisfactory manner. They must complete and sign a "Final Inspection Report" form.
9. Contractor must sign a "Contractor's Final Invoice, Release of Liens and Warranty" form for final payment of 10%. All work performed will be guaranteed for a period of eighteen

- (18) months.
10. The Home Improvement Loan Services Department Director will prepare a voucher for the final payment of the contract (10%), plus any amendments or adjustments, and release the check not less than (30) days after the date of completion.
 11. Adjustment and/or amendments to the original contractor will be approved by the Inspector and will be deducted or paid with the final payment.
 12. Contractors may opt for 100% payment at the completion of all work. This is intended as an option for those smaller jobs with very few items on the contract.

SECTION XVIII CHEBOYGAN COUNTY HOUSING COMPLAINT POLICY

The Cheboygan County Home Improvement Loan Services will maintain a complaint referral system for complaints other than Fair Housing, as indicated below. The complaint procedure of the Cheboygan County Home Improvement Loan Services will:

1. Be provided in writing to all participating households and contractors;
2. Ensure that a program administrator or staff responds to the initial complaint within 15 working days;
3. Require that the Cheboygan County Administrator be informed of any complaint that the Home Improvement Loan Services Department Director fails to resolve;
4. Provide for the establishment of a review committee of at least three persons, including a community representative and a person with building/construction experience;
5. Assure that the claimant may appear before the review committee either in person or in writing;
6. Ensure that the review committee responds with a decision within 15 working days of the hearing;
7. Where a complaint is still unresolved, Cheboygan County Home Improvement Loan Services will seek the services of the closest Dispute Resolution/Mediation program.

Upon written complaint from either homeowner or contractor, the Home Improvement Loan Services Department Director shall commence the following actions;

1. Contact the homeowner, contractor and inspector to obtain necessary information for the housing board within 15 days of the date of receipt of written complaint.
2. Ask the inspector to visit the site to view firsthand the items cited in the written complaint.
3. Inform Chairperson of the County Board of Commissioners of said complaint if the program administrator fails to resolve the problem.
4. Advise the Board of Commissioners of said complaint and report said findings. (Inspector may attend housing meeting to report his findings.)

Upon hearing the complaint and findings from both the Director and Inspector, the Cheboygan County Board of Commissioners will then:

1. Invite contractor and the homeowner to air said complaint in front of an arbitration committee.
2. Arbitration Committee is to be appointed from members of the housing board, or at least

- three persons, with no fewer than one of those persons being a community representative and no fewer than one of those persons being with building/construction experience.
3. Once the homeowner and the contractor have had ample opportunity to air such concerns as are appropriate to the complaint, the arbitration committee will compile all input and decide the steps necessary to resolve the outstanding complaint.
 4. The review committee shall respond with a decision within 15 working days of the hearing.
 5. Should the above listed efforts fail to resolve all outstanding issues, the committee must seek the services of the closest Dispute Resolution/Mediation Program. The costs, if any, of using mediation to seek resolution for the dispute are eligible CDBG administrative costs.

After all previous steps have failed to resolve the complaint, the Director of the Cheboygan County Home Improvement Loan Services may contact MSHDA in writing, detailing the complaint and verifying its compliance with above listed steps. Only then will MSHDA review the identified concerns.

NOTICE TO CUSTOMER:

Homeowners may call the following agencies to assist with contractor disputes:

Cheboygan County Building Safety Department
Cheboygan, MI
231-627-8813

Michigan Department of Commerce Builders Division
Lansing MI
517-241-9254

Community Mediation Services
www.mimmediation.com
information@mimmediation.com
1-989-732-1576

Homeowner:

Date: _____

Homeowner:

Date: _____

Contractor:

Date: _____

Director: _____

Date: _____

SECTION XIX
PAYMENT OF EXPENDITURES

1. The Director has the authority to pay all routine bills in a timely manner. Office Supplies and equipment purchases shall be approved according to the appropriate Cheboygan County Purchasing Policy.

SECTION XX
OFFICE PROCEDURES

1. The Director will do the following on a monthly basis:
 - A. Verify total of monthly expenditures from Treasurer's statement.
 - B. File all vouchers with copy of checks in appropriate files.
 - C. Compare balance of Administration (Cash Operating) with County Treasurer's Balance Sheet/Income Statement as well as the balance of Contractor's Escrow account.
 - D. Compare monthly totals to date per line item with Treasurer's Balance and Accounting Balance Sheet/Income Statement.
 - E. Post totals of each column in Cash Disbursements Journal to individual ledger accounts (optional).
 - F. Prepare financial statement.
 - G. Record all payments on amortization schedule from deposit slips received from County Treasurer.
 - H. Request from those applicants on their anniversary date, an Annual Status report to verify property taxes are paid, occupant of premises, legal status of premises (warranty deed or land contract), and current homeowners insurance receipt.
 - I. Review all grant applicants on their anniversary date for all funds and send letter of current balance to applicants annually. (After January 1 is recommended, including interest paid for the previous year.)
 - J. Verify all loan applicant balances.
 - K. Verify homeowner's insurance and if not up to date, send letter.
 - L. Update Activity Goal Report, program goals per project, Applicant Status Report and Bids Awarded.

SECTION XXI
LEGAL

The Director of the Cheboygan County Home Improvement Loan Services shall seek Legal Counsel to assist them in their program efforts if he/she so desires. Expenditures associated with legal counsel shall be chargeable to the administrative budget.

SECTION XXII
CHEBOYGAN COUNTY MARKETING PLAN
FOR THE
MSHDA - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
USDA RURAL DEVELOPMENT - HOUSING PRESERVATION GRANT
AND THE CHEBOYGAN COUNTY HOUSING REHABILITATION PROGRAM

The purpose of this plan is to describe how the community will promote the Cheboygan County Home Improvement Loan Service Program, including the County's Michigan CDBG Housing Program and how the program will reach eligible participants.

Market Identification

The market that will be the target of the Cheboygan County Housing Rehabilitation Program will be very low-, low- and moderate-income homeowners in need of housing rehabilitation.

Marketing Goal

For purposes of this application, it is the goal of the Cheboygan County Home Improvement Loan Services Program to reach income eligible households with information and housing assistance.

Marketing Methods

1. Cheboygan County will do a major news release when funding announcements are made.
2. Program notices will be sent to local service clubs and organizations such as: Department of Human Services, Salvation Army, and the Cheboygan County Council on Aging.
3. Several times during the program, classified ads will be placed in local newspapers.
4. Public service announcements will be submitted to local radio and TV as necessary in order to reach those hearing and visually handicapped individuals who may qualify for the program.
5. Posters and fliers will be distributed around Cheboygan County in opportune places such as supermarkets, banks, commercial laundry facilities, drug stores.
6. The Home Improvement Loan Services Department Director and department employees will appear at local governmental meetings and organizational meetings to discuss the housing program.

SECTION XXIII

ENVIRONMENTAL POLICY

All environmental issues encountered will be addressed following the most current MSHDA Environmental Policies.

- Storage Tanks - Regulated under the Michigan Underground Storage Tank Rules, promulgated pursuant to Act 423 of the Michigan Public Acts of 1984, being Part 211 of Act 451 of the Michigan Public Acts of 1994, as amended.
- Floodplains - If a home is within a mapped flood plain area, the community and the homeowner must participate in the National Flood Insurance Program (42 U.S.C. 40014128) Section I., or will be denied assistance.
- Lead Based Paint - See MSHDA Policy Bulletin #26. On September 15, 1999, HUD published a Final Rule at 24 CFR part 35 to implement new regulations with regard to Lead based paint compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992. The Rule took effect on September 15, 2000 and was updated for April 22, 2010.
- Asbestos - Regulated by Public Act 135, Act 440 of 1998, as amended, and the Michigan's Asbestos Standard for Construction (Federal OSHA's 29 CFR 1926.1101). All regulations will be followed.
- Historic Homes - The State Historic Preservation Office will be contacted for clearance on any home that is over 50 years old.

SECTION XXIV DISCRIMINATION COMPLAINT POLICY

Cheboygan County Home Improvement Loan Services will comply with all provisions of Title VI of the U.S. Act 220 of 1978, as well as: Elliot-Larson, Civil Rights Act, Public Act 453 of 1976; Section 4, Act 251, Public Acts of 1955 as amended; Section 4a of Act 349, Public Acts of 1966, and Section 4a, Public Acts of 1965, all four being laws of the State of Michigan. No person shall be denied participation in any program sponsored by Cheboygan County Home Improvement Loan Services on the basis of religion, race, color, national origin, age, sex, marital status, height, weight, arrest record or disability, except in those cases where such denial is mandated by federal and/or State law or accompanying regulations. All discrimination complaints, whether from a contractor or an applicant, will be reviewed in the following manner:

Establishment of Equal Opportunity Committee

1. An Equal Opportunity Committee shall be designated by the Cheboygan County Board of Commissioners.
2. In the event that any person on this Committee is directly involved in a discrimination complaint, that person shall be replaced by a non-biased member.

Duties and Powers

1. The Committee shall hear all discrimination complaints;
2. The decision of the Committee shall be rendered within 10 working days;
3. If appealed, the Committee shall refer the complaint to the Cheboygan County Board of Commissioners at its next meeting and the decision may be referred to the Michigan Department of Civil Rights for further action;
4. The Committee shall monitor Affirmative Action and Equal Opportunity activities and issue suggestions, as it deems necessary in the Civil Rights area.

Further, the Home Improvement Loan Services Department Director will provide information on other methods of resolving the matter, including the following address of the

**Civil Rights Service Center and/or
State of Michigan Plaza Bldg., Fifth Floor
1200 Sixth Avenue
Detroit, MI 48226
313/256-2578
1-800-482-3604**

**USDA, Rural Development
Attn: Civil Rights Manager
3001 Coolidge Road
Suite 200
Lansing, MI 48823**

**Hearing impaired or disabled applicants can call Text
Telephone 1-800-649-3777 – TDD Operator will assist you**

SECTION XXV FAIR HOUSING POLICY

Cheboygan County is committed to fair housing and will work aggressively to ensure that we comply fully with all State, Federal, and Local Fair Housing Laws. Cheboygan County has appointed the Home Improvement Loan Services Department Director as its Fair Housing contact person. The Director has an understanding of the Fair Housing Laws and will attend applicable training to remain informed.

Cheboygan County has established a Fair Housing Log. The Fair Housing Log will be maintained by the Director and will disclose information regarding any and all fair housing concerns and their outcomes. Fair housing issues identified in the community, such as in the newspaper, will be recorded in the log. Persons wishing to file a housing related complaint or concern will be referred to the Equal Employment Opportunity Commission and the Michigan Department of Civil Rights. The Director will notify MSHDA if a complaint or concern is filed.

The office of The Cheboygan County Community Development Department is accessible and barrier free. Cheboygan County will make every attempt to reasonably accommodate all of its customers.

Cheboygan County will include the Fair Housing Logo and Equal Opportunity Language on all of its documents and advertisements. Cheboygan County will post a Fair Housing poster at a place visible to the public. Cheboygan County will secure and distribute Fair Housing material provided by MSHDA and various other Fair Housing agencies and organizations. "Fair Housing, It's Your Right" brochures will be distributed to all applicants.

Cheboygan County will consider all applicants and contractors based on qualifications. No applicant or contractor will be denied assistance or a contract based on their religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status. Persons raising concerns regarding discrimination will not be retaliated against. Cheboygan County will provide outreach to both minorities and women to encourage them to apply for assistance through our housing rehabilitation programs.

Cheboygan County is committed to affirmative marketing and will identify its fair housing needs and barriers. Cheboygan County will address these needs and barriers by establishing a plan to resolve and meet fair housing needs.

Cheboygan County is committed to providing, safe, affordable, decent, and sanitary housing located in areas where people choose to live.

County
of
Cheboygan

BOARD OF COMMISSIONERS

County Building
P.O. Box 70, Room 131
Cheboygan, Michigan 49721

Tel ~ (231) 627-8855
Fax ~ (231) 627-8881
E-mail ~ ccao@cheboygancounty.net

Resolution No. 15-13

**2015 Michigan State Housing Development Authority
Housing Resource Fund (HRF) Community Development Block Grant Application**

At a regular meeting of the Cheboygan County Board of Commissioners held in the Cheboygan County Building located at 870 South Main Street, Cheboygan, Michigan, on November 10th, 2015.

PRESENT: _____

ABSENT: _____

The following resolution was made by Commissioner _____ and seconded by Commissioner _____, to-wit:

WHEREAS, Cheboygan County is interested in the continuing efforts to improve housing conditions for its low and very low income residents, and;

WHEREAS, said Cheboygan County Board of Commissioners intends to apply for \$158,000 from the Housing Resource Fund in Community Development Block Grant funds from the Michigan State Housing Development Authority, to provide Homeowner Rehabilitation assistance and;

WHEREAS, said County Board of Commissioners authorizes the Chief Elected Official to submit said application online and sign all required forms,

NOW, THEREFORE, BE IT RESOLVED that the Cheboygan County Board of Commissioners authorizes preparation and submittal of the application for funding through the Michigan State Housing Development Authority Housing Resource Fund program.

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

District 1
Chris Brown

District 2
Bruce Gauthier

District 3
Pete Redmond
Chair

District 4
Cal Gouine

District 5
Tony Matelski

District 6
John B. Wallace

District 7
Sue Allor
Vice-Chair

**CHEBOYGAN COUNTY BOARD OF
COMMISSIONERS**

By: _____
Pete Redmond, Chairperson

I, the undersigned, the Chief Deputy Clerk of the County of Cheboygan, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Cheboygan County Board of Commissioners at its regular meeting held on November 10th, 2015 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: November 10, 2015

Amber Libby, Chief Deputy Clerk

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION (CDD)
HOUSING RESOURCE FUND APPLICATION**

APPLICANT INFORMATION

Name: Cheboygan County	Phone: (231) 627-8855
Address: 870 S. Main Street P.O. Box 70	Fax: (231) 627-3646
City, State: Cheboygan, MI	Zip: 49721-0000
Main Contact: Steve Schnell	Email: steve@cheboygancounty.ne
MSHDA Org #: 730	Federal ID#: 386004841

Agency Class: Local Unit of Government
 Local Unit of Government as Lead Applicant for a Consortium
 Non-Profit

Note: Other entities such as land banks cannot be the lead applicant but could apply as a co-grantee.

MSHDA CHDO: Yes No **Population (if local government):** 26448

If this application is being submitted for a County Allocation Program, please check here:

There are additional items indicated within this application submission that are being faxed or mailed in separately. I acknowledge that all documentation must be received prior to the application being reviewed as a complete submission, please check here:

APPLICANT SIGNATORY

Name:	Phone:
Title:	

COMPONENT ATTACHMENT(S)

Number of Component(s) attached: 1

TOTAL MSHDA FUNDING REQUESTED: \$ \$158,000

Proposed component(s) are referenced and/or supported by a recent local Consolidated Plan for Housing and Community Development, housing needs study, development strategy, Placemaking strategy or land use plan. Indicate in the box below, the name and date of the plan and the page numbers that was submitted with the partnership profile.

Cheboygan County's housing program is staffed by Community Development professionals who also conduct all planning, zoning, and building safety duties for the county. Therefore, planning is a high priority. The following plans support effective housing program implementation and good public input processes:

Cheboygan County Master Plan, adopted January, 2014, pages 49-61
Housing Needs Study, July, 2013
Cheboygan County Place-Based Targeting Strategy, May, 2014

SECTION I. PROJECT / PROGRAM DESCRIPTION

Program Title: Cheboygan County Home Improvement Loan Services

The purpose of this statement is to briefly describe the most important elements of the proposal in the spaces below. The project described below should relate to the "Desired Results" shown in Section II of this application, if applicable.

1. For housing activities, describe the entire project, including affordable housing units that will be produced (homebuyer, homeowner, rental), the activities involved (rehabilitation or new construction); indicate the number of units, the other funding sources in the project, and the overall impact.

This project is targeting very low-moderate income homeowners in Cheboygan County. We focus on rehabilitation of existing dwellings. We anticipate completing 8 projects over 2 years using funds from MSHDA, USDA Rural Development, Salvation Army, Department of Human Services, Veteran's Affairs, local lenders, and homeowner contributions. These will have a positive impact on surrounding properties and reduce monthly bills for clients.

2. If other non-housing activities are planned with HRF funds briefly describe what activities will be completed, the number of units involved (blight removal), the other funding sources in the project, and the overall impact.

We plan to repeat our efforts at providing very low cost lead based paint certification training as well as builders' workshops in partnership with Michigan Works! to ensure adequate supply of bidding contractors as well as employment opportunities for our low-income workforce. This also ensures timely response to clients' projects. We also plan to provide marketing efforts for our program.

3. Briefly describe any activities conducted by other partners from other funding sources which will be coordinated with this project to support successful results for the target area.

Cheboygan County partners with USDA Rural Development, local lenders, and homeowners. We have partnered with DHS, Salvation Army, Weatherization Program, and Cheboygan County Veteran's Affairs Office for housing rehabilitation and emergency repairs. We also work with Michigan Works! to provide training to our builders who need to hire. Also, we partner to provide work opportunities for Drug Court participants.

4. Indicate the most important measure(s) applicant will use to determine whether the project has accomplished the results intended and identify key success measures. County governments implementing county-wide programs should indicate the success measures, if any, beyond program "outputs" (e.g., the number of units rehabilitated) that the County has identified as being locally important.

We anticipate doing 8 homeowner rehab projects. These projects will inspire additional improvements in communities throughout Cheboygan County. Cheboygan County, being a rural northern county, will focus on projects that also create energy efficiencies and other improvements that lower long term costs of home ownership and result in long term reduction in monthly bills.



Cheboygan County Board of Commissioners' Meeting

November 10, 2015

Title: Senior Millage Appropriation Agreements

Summary: Attached are the senior millage appropriation agreements with Cheboygan County Council on Aging, MSUE Project Fresh and Wawatam Area Seniors Citizens Inc. A notice of appropriation must be published in the local newspaper within 10 days after the agreements are approved by the Board. The statute authorizing the appropriations for senior citizen services requires this publication.

Financial Impact: Cheboygan County Council on Aging - \$510,975, MSUE Project Fresh - \$7,500 and Wawatam Seniors Inc. - \$49,704 respectively. To be funded by senior millage funds.

Recommendation:

1. Motion to approve the Senior Millage Appropriation Agreement for \$510,975 with Cheboygan County Council on Aging and authorize the Chairperson to sign.
2. Motion to approve the Senior Millage Appropriation Agreement for \$7,500 with MSUE Project Fresh and authorize the Chairperson to sign.
3. Motion to approve the Senior Millage Appropriation Agreement for \$49,704 with Wawatam Area Senior Center Inc. and authorize the Chairperson to sign.

Prepared by: Jeffery B. Lawson

Department: Administrative Offices

AGREEMENT FOR SENIOR MILLAGE APPROPRIATION

THIS AGREEMENT is entered into to be effective December 1, 2015 between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County) and Michigan State University Extension, a nonprofit organization existing under federal and state law, whose local address is 825 S. Huron St., Suite #5, Cheboygan, Michigan 49721 (MSUE).

Recitals

- A. The electors of Cheboygan County previously approve an extra-voted millage proposal authorizing the County to levy up to .5 mill in the years 2014 through 2017, inclusive, for the purpose of providing funds for senior citizen services within Cheboygan County.
- B. Public Act 39 of the Public Acts of 1976, as amended, provides that it is a valid public purpose to provide services to older persons and authorizes a county to appropriate funds to private nonprofit corporations for the purposes of planning, coordinating, evaluating and providing services to older persons pursuant to a contract between the county and the nonprofit corporation.
- C. The MSUE is a nonprofit organization existing under federal and state law. One of the programs offered by MSUE is the Project Fresh Program, which provides coupons to low-income seniors within Cheboygan County to redeem at local farmers markets.
- D. The County desires to appropriate to MSUE a portion of the tax revenue collected as a result of the tax levy authorized above to be used by MSUE for the purpose of providing funds for the Project Fresh Program within Cheboygan County.
- E. The parties, therefore, desire to formally establish the rights and duties of each in connection with the appropriation of the senior citizen millage by the County to the MSUE pursuant to this Agreement.

Agreement

Therefore, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

- 1. The County shall during the term of this Agreement levy the millage approved by the county electors for senior citizen services in an amount to be determined by the Cheboygan County Board of Commissioners, up to the amount authorized by

the electors, as may from time to time be rolled back pursuant to the Headlee Amendment.

2. The County shall during the term of this Agreement collect the above tax millage revenue and establish a fund known as the "Senior Citizen Millage Fund," and shall disperse revenue from that fund pursuant to state of Michigan guidelines.
3. The County shall during the term of this Agreement appropriate \$7,500 of the above tax millage revenue collected by the County as the result of the above millage levy to MSUE to be used solely for the purpose of the Project Fresh Program within Cheboygan County. The appropriation shall be paid to MSUE in a lump sum in April, 2016.
4. The tax millage revenue paid by the County under paragraph 3 above shall be audited as part of any MSUE audit on an annual basis during the term of this Agreement in accordance with Public Act 621 of 1978, the Uniform Budgeting & Accounting Act, as amended. A copy of each applicable audit report shall be provided to the County upon completion.
5. On or before July 1, 2016 MSUE shall provide the County with a written report specifying how the senior millage revenue appropriated for the current year is being spent.
6. On or before September 30, 2016 MSUE shall provide the County with a written report forecasting the anticipated needs for senior millage revenue in the next year.
7. The term of this Agreement shall commence on December 1, 2015 and shall end December 1, 2016, regardless of the date(s) this Agreement is signed by the parties.

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

CHEBOYGAN COUNTY

MICHIGAN STATE UNIVERSITY
EXTENSION

By: _____
Peter Redmond

By: _____
Lisa Anderson

Its: Chairperson

Its: District #14 Coordinator

AGREEMENT FOR SENIOR MILLAGE APPROPRIATION

THIS AGREEMENT is entered into to be effective December 1, 2015 between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County) and Cheboygan County Council on Aging, a Michigan nonprofit corporation, whose address 1531 Sand Road, Cheboygan, Michigan 49721 (COA).

Recitals

- A. The electors of Cheboygan County previously approve an extra-voted millage proposal authorizing the County to levy up to .5 mill in the years 2014 through 2017, inclusive, for the purpose of providing funds for senior citizen services within Cheboygan County.
- B. Public Act 39 of the Public Acts of 1976, as amended, provides that it is a valid public purpose to provide services to older persons and authorizes a county to appropriate funds to private nonprofit corporations for the purposes of planning, coordinating, evaluating and providing services to older persons pursuant to a contract between the county and the nonprofit corporation.
- C. The COA is a nonprofit corporation under the laws of the State of Michigan for the purpose of providing services to senior citizens within Cheboygan County.
- D. The County desires to appropriate to COA a portion of the tax revenue collected as a result of the tax levy authorized above to be used by COA for the purpose of providing funds for the operation of the Cheboygan County Council on Aging programs.
- E. The parties, therefore, desire to formally establish the rights and duties of each in connection with the appropriation of the senior citizen millage by the County to the COA pursuant to this Agreement.

Agreement

Therefore, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

- 1. The County shall during the term of this Agreement levy the millage approved by the county electors for senior citizen services in an amount to be determined by the Cheboygan County Board of Commissioners, up to the amount authorized by the electors, as may from time to time be rolled back pursuant to the Headlee Amendment.

2. The County shall during the term of this Agreement collect the above tax millage revenue and establish a fund known as the "Senior Citizen Millage Fund," and shall disperse revenue from that fund pursuant to state of Michigan guidelines.
3. The County shall during the term of this Agreement appropriate \$510,975 of the above tax millage revenue collected by the County as the result of the above millage levy to COA to be used solely for the purpose of the operation of the Cheboygan County Council on Aging programs. The appropriation shall be paid to COA in equal monthly installments, beginning in January, 2016 and ending in December, 2016.
4. All appropriations to be made under this Agreement shall be contingent on total senior millage availability, as determined by the County in the sole exercise of its discretion. In the event the total senior millage collected does not satisfy all senior millage appropriations under this Agreement or any other agreement, then the County shall have the right to adjust the appropriations under this Agreement to any level as determined by the County in the sole exercise of its discretion, or to terminate the Agreement.
5. The funds of the COA shall be audited on an annual basis during the term of this Agreement in accordance with Public Act 621 of 1978, the Uniform Budgeting & Accounting Act, as amended. A copy of each audit report shall be provided to the County upon completion, but in no event shall be provided to the County at the time of the COA's application for senior millage revenue for the next year.
6. On or before July 1, 2016 the COA shall provide the County with a written report specifying how the senior millage revenue appropriated for the current year is being spent.
7. On or before September 30, 2016 the COA shall provide the County with a written report forecasting the anticipated needs for senior millage revenue in the next year. At the time this report is submitted, the COA shall submit a balanced budget for the next fiscal year.
8. During the term of this Agreement the COA shall provide to the County's administrative office copies of the minutes of all regular and special meetings of the COA's board of directors.
9. During the term of this Agreement the COA shall provide to the County's board liaison member the same written notice for all regular and special meetings of the COA's board of directors that are given to the COA's board members.

10. The term of this Agreement shall commence on December 1, 2015 and shall end with the monthly payment in December, 2016, regardless of the date(s) this Agreement is signed by the parties.

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

CHEBOYGAN COUNTY

CHEBOYGAN COUNTY COUNCIL ON AGING

By: _____
Peter Redmond

By: _____
Leroy Ormsbee

Its: Chairperson

Its: President

AGREEMENT FOR SENIOR MILLAGE APPROPRIATION

THIS AGREEMENT is entered into to be deemed effective December 1, 2015 between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 48721 (County) and Wawatam Area Senior Citizens, Inc., a Michigan nonprofit corporation, whose address is 315 E. Jamet St., Mackinaw City, Michigan 49701 (Wawatam).

Recitals

- A. The electors of Cheboygan County previously approve an extra-voted millage proposal authorizing the County to levy up to .5 mill in the years 2014 through 2017, inclusive, for the purpose of providing funds for senior citizen services within Cheboygan County.
- B. Public Act 39 of the Public Acts of 1976, as amended, provides that it is a valid public purpose to provide services to older persons and authorizes a county to appropriate funds to public or private nonprofit corporations or organizations for the purposes of planning, coordinating, evaluating and providing services to older persons pursuant to a contract between the county and the nonprofit organization.
- C. Wawatam is a nonprofit corporation under the laws of the State of Michigan, which was incorporated for the purpose of providing services to senior citizens, including those senior citizens who reside within the Mackinaw City area of Cheboygan County.
- D. The County desires to appropriate to Wawatam a portion of the tax revenue collected as a result of the tax levy authorized above to be used by Wawatam for the purpose of providing services to senior citizens within the Mackinaw City area of Cheboygan County.
- E. The parties, therefore, desire to formally establish the rights and duties of each in connection with the appropriation of the senior citizen millage by the County to Wawatam pursuant to this Agreement.

Agreement

Therefore, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

- 1. The County shall during the term of this Agreement levy the millage approved by the county electors for senior citizen services in an amount to be determined by

the Cheboygan County Board of Commissioners, up to the amount authorized by the electors, as may from time to time be rolled back pursuant to the Headlee Amendment.

2. The County shall during the term of this Agreement collect the above tax millage revenue and establish a fund known as the "Senior Citizen Millage Fund," and shall disperse revenue from that fund pursuant to State of Michigan guidelines.
3. The County shall during the term of this Agreement appropriate \$49,704 of the above tax millage revenue collected by the County as the result of the above millage levy to Wawatam to be used solely as provided in this Agreement. The appropriation shall be paid to Wawatam in equal monthly installments, beginning in January, 2016 and ending in December, 2016.
4. All appropriations to be made under this Agreement shall be contingent on total senior millage availability, as determined by the County in the sole exercise of its discretion. In the event the total senior millage collected does not satisfy all senior millage appropriations under this Agreement or any other agreement, then the County shall have the right to adjust the appropriations under this Agreement to any level as determined by the County in the sole exercise of its discretion, or to terminate the Agreement.
5. The funds of Wawatam shall be audited on an annual basis during the term of this Agreement in accordance with Public Act 621 of 1978, the Uniform Budgeting & Accounting Act, as amended. A copy of each audit report shall be provided to the County upon completion, but in no event shall be provided to the County at the time of Wawatam's application for senior millage revenue for the next year.
6. On or before July 1, 2016 Wawatam shall provide the County with a written report specifying how the senior millage revenue appropriated for the current year is being spent.
7. On or before September 30, 2016 Wawatam shall provide the County with a written report forecasting the anticipated needs for senior millage revenue in the next year.
8. The term of this Agreement shall commence on December 1, 2015 and shall end with the monthly payment in December, 2016, regardless of the date(s) this Agreement is signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first above written.

CHEBOYGAN COUNTY

WAWATAM AREA SENIOR
CITIZENS, INC.

By: _____
Peter Redmond, Chair

By: _____
Diane Fry-Robbins, Treasurer



Cheboygan County

Board of Commissioners' Meeting

November 10, 2015

Title: Agreements for Drug Court Services

Summary: Civil Counsel, Administration and Circuit Court reviewed contract language from service providers in the Drug Court program for services related to case management, counseling, transition housing and public defense cost. Civil Counsel has prepared contracts for NEMCOG to provide case management services, Little Traverse Psychiatric Associates PC, Ms. Lissfelt, Catholic Human Services and Harbor Hall to provide counseling services, Salvation Army to provide transitional housing and Mr. Ekdahl to provide defense attorney services to participants in the program. All providers are independent contractors. The agreements identify services provided, limitations of service, and term of the agreement. The Board of Commissioners reviews and approves the submission of the Drug Court Program and Byrne Justice Grant applications and allows the contract agreements to be submitted by Finance staff after final grant awards are issued in October each year. Compensation and reimbursement amounts are identified and approved as part of the final grant contract submittal associated with the Michigan Drug Court Program or Byrne Justice Assistance Grant which must be reviewed by Administration and Finance prior to submission each year.

Financial Impact: Each agreement has a cap on compensation based on funding from the Michigan Drug Court and Byrne Justice Assistance Grant program awards each year including all local funds appropriated by the Board of Commissioners.

Recommendation: Approve Agreements for Drug Court Services with NEMCOG, Little Traverse Psychiatric Associates PC; Ms. Lissfelt, Catholic Human Services, Harbor Hall, Salvation Army and Mr. Ekdahl and authorize the Chairperson to sign.

Prepared by: Jeffery B. Lawson

Department: Administration

AGREEMENT FOR DRUG COURT SERVICES

THIS AGREEMENT shall be deemed effective the 1st day of October, 2015 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53rd Circuit Court's Drug Court Program (Drug Court), and Catholic Human Services, Inc., whose address is 1000 Hastings Street, Traverse City, Michigan 49686 (Catholic Human Services).

Recitals

- A. Catholic Human Services is a human resource agency that provides substance abuse and related counseling services in Northern Michigan.
- B. The County desires to engage the services of Catholic Human Services to provide substance abuse and related counseling to participants in the Drug Court Program.
- C. Catholic Human Services has the personnel with the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services.** The County hereby contracts with Catholic Human Services to provide substance abuse and related counseling to participants in the Drug Court Program. All substance abuse and related counseling services (both individual and group sessions) shall be approved in writing by the Drug Court before the counseling occurs. Catholic Human Services, through its employee(s) assigned to provide the substance abuse and related counseling services, shall provide written reports to the Drug Court concerning the status of the treatment being provided to the Drug Court participants as required by the Drug Court.
- 2. **Limitation of Services.** Except for the substance abuse and related counseling services provided under this Agreement, nothing in this Agreement shall be construed to require Catholic Human Services to provide any other unrelated treatment, counseling, or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require Catholic Human Services to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
- 3. **Term of Agreement; Renewal.** This Agreement shall be for a term of one (1) year beginning October 1, 2015 and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 8 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 8 below.

4. Compensation.
 - a. The County shall pay Catholic Human Services for the substance abuse and related counseling services provided under this Agreement the total amount approved for these services under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners).
 - b. Catholic Human Services shall exercise all reasonable means to determine whether a participant in the Drug Court Program qualifies for substance abuse or related counseling services through the Northern Michigan Regional Entity. Catholic Human Services shall submit to the County a written invoice for counseling services that have been provided promptly after the counseling services are rendered; provided, however, any written invoice that is submitted more than ninety (90) days after the counseling service is rendered shall not be eligible for compensation under this Agreement.
5. Independent Contractor. The parties hereby acknowledge and agree that Catholic Human Services is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of Catholic Human Services' status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Catholic Human Services or any of its employees or volunteers.
6. Indemnification. Catholic Human Services shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
7. No Assignment without Written Consent. Catholic Human Services shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
8. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Catholic Human Services shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
9. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
10. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
11. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

12. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political subdivision

By: _____
Peter Redmond

Its: Board Chair

Dated: _____

53rd CIRCUIT COURT

By: _____
Hon. Scott L. Pavlich
Circuit Judge

Dated: _____

CATHOLIC HUMAN SERVICES, INC.

By: _____
David Martin

Its: CEO

Dated: _____

AGREEMENT FOR DRUG COURT SERVICES

THIS AGREEMENT shall be deemed effective the 1st day of October, 2015 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53rd Circuit Court's Drug Court Program (Drug Court), and Harbor Hall, whose address is 704 Emmet Street, Petoskey, Michigan 49770 (Harbor Hall).

Recitals

- A. Harbor Hall is a human resource agency that provides substance abuse and related counseling services in Northern Michigan.
- B. The County desires to engage the services of Harbor Hall to provide substance abuse and related counseling to participants in the Drug Court Program.
- C. Harbor Hall has the personnel with the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services.** The County hereby contracts with Harbor Hall to provide substance abuse and related counseling to participants in the Drug Court Program. All substance abuse and related counseling services (both individual and group sessions) shall be approved in writing by the Drug Court before the counseling occurs. Harbor Hall, through its employee(s) assigned to provide the substance abuse and related counseling services, shall provide written reports to the Drug Court concerning the status of the treatment being provided to the Drug Court participants as required by the Drug Court.
- 2. **Limitation of Services.** Except for the substance abuse and related counseling services provided under this Agreement, nothing in this Agreement shall be construed to require Harbor Hall to provide any other unrelated treatment, counseling, or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require Harbor Hall to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
- 3. **Term of Agreement.** This Agreement shall be for a term of one (1) year beginning October 1, 2015 and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 8 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 8 below.

4. Compensation.
 - a. The County shall pay Harbor Hall for the substance abuse and related counseling services provided under this Agreement the total amount approved for these services under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners).
 - b. Harbor Hall shall exercise all reasonable means to determine whether a participant in the Drug Court Program qualifies for substance abuse or related counseling services through the Northern Michigan Regional Entity. Harbor Hall shall submit to the County a written invoice for counseling services that have been provided promptly after the counseling services are rendered; provided, however, any written invoice that is submitted more than ninety (90) days after the counseling service is rendered shall not be eligible for compensation under this Agreement.
5. Independent Contractor. The parties hereby acknowledge and agree that Harbor Hall is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of Harbor Hall's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Harbor Hall or any of its employees or volunteers.
6. Indemnification. Harbor Hall shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
7. No Assignment without Written Consent. Harbor Hall shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
8. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Harbor Hall shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
9. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
10. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
11. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

12. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political subdivision

By: _____
Peter Redmond

Its: Board Chair

Dated: _____

53rd CIRCUIT COURT

By: _____
Hon. Scott L. Pavlich
Circuit Judge

Dated: _____

HARBOR HALL

By: _____
Anne Soczawa

Its: Administrative Director

Dated: _____

AGREEMENT FOR DRUG COURT SERVICES

THIS AGREEMENT shall be deemed effective the 1st day of October, 2015 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53rd Circuit Court's Drug Court Program (Drug Court), and the Northeast Michigan Council of Governments, whose address is 80 Livingston Blvd., Suite U-108, P.O. Box 457, Gaylord, Michigan 49734 (NEMCOG).

Recitals

- A. NEMCOG is a multi-county organization that pools resources for the assistance of local governments in the Northeast region of Northern Michigan.
- B. The County desires to engage the services of NEMCOG as a subrecipient, as that term is defined in the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant documents, to provide case management services to the Drug Court.
- C. NEMCOG has the personnel with the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. Engagement of Services. The County hereby contracts with NEMCOG as a subrecipient, as that term is defined in the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant documents, to provide case management services to the Drug Court. These case management services shall include, but shall not be limited to the following:
 - a. Providing initial screening of potential Drug Court participants.
 - b. Assisting in team decision-making regarding program administration.
 - c. Entering data daily into the web-based program Drug Court Case Management Information System, documenting all participants' progress, and ensuring that all information is accurate for use in state reports, etc.
 - d. Assisting in providing information needed for grant applications.
 - e. Providing home checks for female participants.

The parties understand and agree that it is NEMCOG's current intent that the case management services to be provided under this Agreement shall be performed primarily

by Darlene McKinley, an employee of NEMCOG. NEMCOG, however, reserves the right to assign any qualified employee to provide the case management services provide under this Agreement. If NEMCOG exercises its right to assign another employee to provide case management services under this Agreement, then such employee shall be approved in writing by the Drug Court.

2. **Limitation of Services.** Nothing in this Agreement shall be construed to require NEMCOG to provide any treatment, counseling, or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require NEMCOG to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
3. **Term of Agreement; Renewal.** This Agreement shall be for a term of one (1) year beginning October 1, 2015 and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 9 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 9 below.
4. **Compensation.** The County shall pay NEMCOG for the case management services, mileage expenses (including lodging and meals for approved training), and office supplies/operating supplies (including participant incentives/rewards) which are provided under this Agreement the total amount approved for these services and expenses under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners), subject however to the requirements of Paragraph 5 below.
5. **Expense Reimbursement Requirements.** The compensation for expenses specified in Paragraph 4 above shall be subject to the requirements of this Paragraph. All mileage expense reimbursement shall be based on the then current IRS reimbursement rate for Northern Michigan. The Drug Court shall approve in writing any and all training expenses prior to those expenses being incurred. Prior to obtaining reimburse for the expenses specified herein, NEMCOG shall submit to the County a written invoice documenting the number of miles traveled and the purpose of the travel; the actual cost of lodging and meals associated with approved training (with receipts); the actual cost of any office supplies/operating supplies (with receipt); and the actual cost of any approved participant incentives/rewards (with receipts). If and only if the required written invoice is submitted in a timely manner and the written invoice provides the required documentation, then the County shall pay the expense reimbursement.
6. **Independent Contractor.** The parties hereby acknowledge and agree that while NEMCOG is classified as a subrecipient, as that term is defined in the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant documents, it is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of NEMCOG's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for NEMCOG or any of its employees or volunteers.

7. Indemnification. NEMCOG shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
8. No Assignment without Written Consent. NEMCOG shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
9. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, NEMCOG shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
10. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
11. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
12. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
13. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political
subdivision

By: _____
Peter Redmond

Its: Board Chair

Dated: _____

53rd CIRCUIT COURT

By: _____
Hon. Scott L. Pavlich
Circuit Judge

Dated: _____

NORTHEAST MICHIGAN COUNCIL OF
GOVERNMENTS

By: _____
Diane Rekowski

Its: Executive Director

Dated: _____

AGREEMENT FOR DRUG COURT SERVICES

THIS AGREEMENT shall be deemed effective the 1st day of October, 2015 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53rd Circuit Court's Drug Court Program (Drug Court), and Diane Lissfelt, whose address is 580 S. Nicolet, P.O. Box 132, Mackinaw City, Michigan 49701 (Lissfelt).

Recitals

- A. Lissfelt is a professional who provides substance abuse and related counseling services in the Cheboygan area.
- B. The County desires to engage the services of Lissfelt to provide substance abuse and related counseling services to participants in the Drug Court Program.
- C. Lissfelt has the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services.** The County hereby contracts with Lissfelt to provide substance abuse and related counseling services to participants in the Drug Court Program. All substance abuse and related counseling services (both individual and group sessions) shall be approved in writing by the Drug Court before the counseling occurs. Lissfelt shall provide written reports to the Drug Court concerning the status of the treatment being provided to the Drug Court participants as required by the Drug Court.
- 2. **Limitation of Services.** Except for the substance abuse and related counseling services provided under this Agreement, nothing in this Agreement shall be construed to require Lissfelt to provide any other unrelated treatment, counseling, or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require Lissfelt to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
- 3. **Term of Agreement.** This Agreement shall be for a term of one (1) year beginning October 1, 2015 and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 8 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 8 below.

4. Compensation.
 - a. The County shall pay Lissfelt for the substance abuse and related counseling services provided under this Agreement the total amount approved for these services under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners).
 - b. Lissfelt shall submit to the County a written invoice for counseling services that have been provided promptly after the counseling services are render; provided, however, any written invoice that is submitted more than ninety (90) days after the counseling service is render shall not be eligible for compensation under this Agreement.
5. Independent Contractor. The parties hereby acknowledge and agree that Lissfelt is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of Lissfelt's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Lissfelt.
6. Indemnification. Lissfelt shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
7. No Assignment without Written Consent. Lissfelt shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
8. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Lissfelt shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
9. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
10. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
11. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
12. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.

13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political
subdivision

By: _____
Peter Redmond

Its: Board Chair

Dated: _____

53rd CIRCUIT COURT

By: _____
Hon. Scott L. Pavlich
Circuit Judge

Dated: _____

Diane Lissfelt

Dated: _____

AGREEMENT FOR DRUG COURT SERVICES

THIS AGREEMENT shall be deemed effective the 1st day of October, 2015 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53rd Circuit Court's Drug Court Program (Drug Court), and Michael J. Ekdahl, whose address is 214 Water Street, P.O. Box 625, Cheboygan, Michigan 49721 (Ekdahl).

Recitals

- A. Ekdahl is an attorney licensed to practice law in the state of Michigan.
- B. The County desires to engage the services of Ekdahl to provide a defense attorney perspective in team meetings and review hearings substance related to the Drug Court Program (Defense Attorney Services).
- C. Ekdahl has the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. Engagement of Services. The County hereby contracts with Ekdahl to provide Defense Attorney Services related to the Drug Court Program. Ekdahl shall provide written reports to the Drug Court concerning his Defense Attorney Services as required by the Drug Court.
- 2. Limitation of Services. Except for the Defense Attorney Services provided under this Agreement, nothing in this Agreement shall be construed to require Ekdahl to provide any other legal or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require Ekdahl to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
- 3. Term of Agreement. This Agreement shall be for a term of one (1) year beginning October 1, 2015 and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 8 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 8 below.
- 4. Compensation.

- a. The County shall pay Ekdahl for the Defense Attorney Services provided under this Agreement the total amount approved for these services under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners).
 - b. Ekdahl shall submit to the County a written invoice for his Defense Attorney Services that have been provided promptly after the services are rendered; provided, however, any written invoice that is submitted more than ninety (90) days after the service is rendered shall not be eligible for compensation under this Agreement.
5. Independent Contractor. The parties hereby acknowledge and agree that Ekdahl is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of Ekdahl's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Ekdahl.
6. Indemnification. Ekdahl shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
7. No Assignment without Written Consent. Ekdahl shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
8. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Ekdahl shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
9. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
10. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
11. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
12. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.

13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political
subdivision

By: _____
Peter Redmond

Its: Board Chair

Dated: _____

53rd CIRCUIT COURT

By: _____
Hon. Scott L. Pavlich
Circuit Judge

Dated: _____

Michael J. Ekdahl

Dated: _____

AGREEMENT FOR DRUG COURT SERVICES

THIS AGREEMENT shall be deemed effective the 1st day of October, 2015 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53rd Circuit Court's Drug Court Program (Drug Court), and the Salvation Army, whose address is 444 South Main Street, Cheboygan, Michigan 49721 (Salvation Army).

Recitals

- A. The Salvation Army is a human resource agency that provides services in Northern Michigan.
- B. The County desires to engage the services of The Salvation Army to provide transition housing and program services to participants in the Drug Court Program.
- C. The Salvation Army has the personnel with the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services.** The County hereby contracts with the Salvation Army to provide transition housing and program services to participants in the Drug Court Program. All transition housing and program services shall be approved in writing by the Drug Court before the services occurs. The Salvation Army, through its employee(s) assigned to provide the transition housing and program services, shall provide written reports to the Drug Court concerning the status of the services being provided to the Drug Court participants as required by the Drug Court.
- 2. **Limitation of Services.** Except for the transition housing and program services provided under this Agreement, nothing in this Agreement shall be construed to require the Salvation Army to provide any other unrelated treatment, counseling, or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require the Salvation Army to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
- 3. **Term of Agreement.** This Agreement shall be for a term of one (1) year beginning October 1, 2015 and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 8 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 8 below.

4. Compensation.
 - a. The County shall pay the Salvation Army for the transition housing and program services provided under this Agreement the total amount approved for these services under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners).
 - b. The Salvation Army shall submit to the County a written invoice for the transition housing and program services that have been provided promptly after the services are render; provided, however, any written invoice that is submitted more than ninety (90) days after the service is render shall not be eligible for compensation under this Agreement.
5. Independent Contractor. The parties hereby acknowledge and agree that the Salvation Army is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of the Salvation Army's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for the Salvation Army or any of its employees or volunteers.
6. Indemnification. The Salvation Army shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
7. No Assignment without Written Consent. The Salvation Army shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
8. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Salvation Army shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
9. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
10. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
11. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

12. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political subdivision

By: _____
Peter Redmond

Its: Board Chair

Dated: _____

53rd CIRCUIT COURT

By: _____
Hon. Scott L. Pavlich
Circuit Judge

Dated: _____

SALVATION ARMY

By: _____

Its: Authorized Representative

Dated: _____

AGREEMENT FOR DRUG COURT SERVICES

THIS AGREEMENT shall be deemed effective the 1st day of October, 2015 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53rd Circuit Court's Drug Court Program (Drug Court), and Little Traverse Psychiatric Associates, P.C., whose address is 2206 Mitchell Park Drive, Suite 10, Petoskey, Michigan 49770 (Little Traverse).

Recitals

- A. Little Traverse is a professional corporation that provides psychiatric counseling and related services in Northern Michigan.
- B. The County desires to engage the services of Little Traverse to provide psychiatric counseling and related services to participants in the Drug Court Program.
- C. Little Traverse has the personnel with the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services.** The County hereby contracts with Little Traverse to provide psychiatric counseling and related services to participants in the Drug Court Program. All psychiatric counseling and related services shall be approved in writing by the Drug Court before the counseling or related services occurs. Little Traverse, through its employee(s) assigned to provide the psychiatric counseling and related services, shall provide written reports to the Drug Court concerning the status of the treatment or services being provided to the Drug Court participants as required by the Drug Court.
- 2. **Limitation of Services.** Except for the psychiatric counseling and related services provided under this Agreement, nothing in this Agreement shall be construed to require Little Traverse to provide any other unrelated treatment, counseling, or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require Little Traverse to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
- 3. **Term of Agreement.** This Agreement shall be for a term of one (1) year beginning October 1, 2015 and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 8 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 8 below.

4. Compensation.
 - a. The County shall pay Little Traverse for the psychiatric counseling and related services provided under this Agreement the total amount approved for these services under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners).
 - b. Little Traverse shall submit to the County a written invoice for psychiatric counseling and related services that have been provided promptly after the services are rendered; provided, however, any written invoice that is submitted more than ninety (90) days after the service is rendered shall not be eligible for compensation under this Agreement.
5. Independent Contractor. The parties hereby acknowledge and agree that Little Traverse is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of Little Traverse's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Little Traverse or any of its employees or volunteers.
6. Indemnification. Little Traverse shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
7. No Assignment without Written Consent. Little Traverse shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
8. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Little Traverse shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
9. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
10. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
11. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

12. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political
subdivision

By: _____
Peter Redmond

Its: Board Chair

Dated: _____

53rd CIRCUIT COURT

By: _____
Hon. Scott L. Pavlich
Circuit Judge

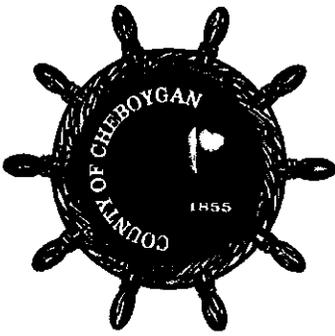
Dated: _____

LITTLE TRAVERSE PSYCHIATRIC
ASSOCIATES, P.C.

By: _____
Dr. Robert Fawcett

Its: President

Dated: _____



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Cheboygan County

Board of Commissioners' Meeting

November 10, 2015

Title: 2016 Salary & Wage Resolution - Elected Officials #15-014

Summary:

The following wage and salary resolution for Elected Officials was created based on motions made by the Board of Commissioners at the February 11, 2014 and August 12, 2014 meetings with regards to the Board of Commissioners and recommendations from the Policy and Procedures Committee with regards to the Clerk/Register of Deeds, Prosecutor, Sheriff, Treasurer and Other Elected positions.

Financial Impact:

\$11,705.70 for salaries with estimated fringe calculated at 23% for a total of approximately \$14,398.01.

Recommendation:

Adopt the 2016 Salary and Wage Resolution – Elected Officials #15-0 and authorize the Chair to sign.

Prepared by: Kari Kortz

Department: Finance

2016 Salary and Wage Resolution
Elected Officials
Approved 15-014 on November 10, 2015

	2015 Salary	2016 Increase %	2016 Increase \$	2016 Salary
BOARD of COMMISSIONERS				
Chairperson	\$ 5,250.00	0.00%	\$ -	\$ 5,250.00
Commissioner	\$ 4,750.00	0.00%	\$ -	\$ 4,750.00
CLERK / REGISTER of DEEDS				
Clerk/Register of Deeds (Inclusive)	\$ 65,350.45	3.80%	\$ 2,483.32	\$ 67,833.77
PROSECUTOR				
Prosecuting Attorney	\$ 94,148.95	3.80%	\$ 3,577.66	\$ 97,726.61
SHERIFF				
Sheriff	\$ 73,998.29	3.80%	\$ 2,811.94	\$ 76,810.23
TREASURER				
Treasurer [^]	\$ 64,020.54	3.80%	\$ 2,432.78	\$ 66,453.33
[^] - Funded 10% from Fund 517 - Tax Foreclosure Fund				
OTHER				
Drain Commissioner	\$ 600.00	33.33%	\$ 200.00	\$ 800.00
Surveyor	\$ 600.00	33.33%	\$ 200.00	\$ 800.00

NOTES RELATED TO THE 2015 SALARY AND WAGE RESOLUTION - ELECTED OFFICIALS

Per Diems

Board Per Diems are set at \$40/\$80**.

**** More than 1 meeting per day / full day meeting (over 2.5 hours) / out of County meeting**

Maximum of \$800 per Fair Board Member, based on level of participation.

Pursuant to section 45.421 section 1 (1) of Public Act 154 of 1879

The annual salary of each salaried county officer, which is by law fixed by the county board of commissioners, shall be fixed by the board before November 1 each year and shall not be diminished during the term for which the county officer has been elected or appointed, but may be increased by the board during the officer's term, therefore, at the August 12, 2014 meeting, the Board of Commissioners accepted the following recommendations of the Board Appointments and Procedures Committee as it relates to the salaries of the Board of Commissioners for the 2015-2016 (2-year term):

Board of Commissioners' salaries for the 2015-2016 term will remain unchanged from that of the 2013-2014 term.

Pursuant to section 8(2) of MCLA 224.8 of Public Act 283 of 1909

The county board of commissioners shall fix the compensation of county road commissioners and, therefore, the Cheboygan County Board of Commissioners sets the salary and per diems of the Cheboygan County Road Commissioners equal to the salary and per diems of the Cheboygan County Board Commissioners (as noted above).

Pursuant to section 46.415 section (2) of Public Act 261 of 1966

Members of the county board of commissioners shall receive per mile mileage reimbursement as established for state officers by the Michigan state officers compensation committee - currently set at .575 per mile.

Adopted by the Cheboygan County Commissioners on the following date to be effective January 1, 2016.

Signed by: _____ Date Signed: _____
Peter Redmond, Chairperson



Cheboygan County

Board of Commissioners' Meeting

November 10, 2015

Title: 2015 Salary & Wage Resolution - Non-Union General Employees #14-021 – Amendment #12 - SAYPA

Summary:

When the SAYPA Program applied for this round of Byrne Grant Funding, their budget provided for the hiring of a Youth Classroom Monitor. This position would be part-time, up to 29 hours per week. No fringe benefits will be offered. The position's pay will match that of the Youth Transportation Monitor that currently supervises the SAYPA students while being transported by Straits Regional Ride. Board approval is required as the Board sets the number of positions available to each department, the hours available and the rate of pay. SAYPA understands that if the Byrne Grant is not awarded in the same amounts in future years, this position will no longer exist. The Byrne Grant will be the only funding source for this position; no funding will be available through the General Fund, school FTE funds or the Childcare budget. This wage resolution amendment lists the new position, maximum number of hours per year and current pay rate of \$10.50 per hour. *Note: The wage resolution also lists the funding constraints.*

SAYPA personnel will be available at the meeting to answer any additional questions the Board may have about this position.

Financial Impact:

Annual cost increase of \$13,280 in wage and \$3,865 in fringes for a total cost of \$17,145.
Offsetting revenue from the Federal Byrne Grant of \$17,145.
Net financial impact of \$0.

Recommendation:

Adopt Amendment #12 to the 2015 Salary and Wage Resolution – Non-Union General Employees #14-021 to be effective November 10, 2015 and authorize the Chair to sign.

Prepared by: Kari Kortz

Department: Finance

2015 Salary and Wage Resolution
 Non-Union General Employees
 Amendment #12
 Approved 14-021 on October 14, 2014

<i>Number of Positions</i>	<i>Hours per Work Week</i>	<i>Hours per Year</i>	<i>2015 Salary or Hourly Rate</i>	<i>2015 Increase %</i>	<i>2015 Increase \$</i>	<i>2015 Salary or Hourly Rate</i>
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SAYPA

Youth Classroom Monitor (f)	1	Up to 29	Up to 1228	New Position for 2015	10.50
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(f) Subject to available funding. This position will not be funded by General Fund operating revenue, school FTE funding or the Childcare Program.

Adopted by the Cheboygan County Commissioners on the following date to be effective November 11, 2015.

Signed by: _____
 Peter Redmond, Chairperson

Date Signed: _____