



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

July 11, 2017

9:30 a.m.

Agenda

1. Call to Order
2. Roll Call
3. Invocation/Pledge of Allegiance
4. **Approve Agenda**
5. **Approve Consent Agenda**
 - A. Approve Monthly Finance Claims
 - B. Budget Adjustments
 - C. Fairground Usage Agreement - Cheboygan Hockey Association
 - D. Cheboygan County Fair
 1. EUP Antique Equipment Association
 2. Northern Central Security LTD
 - E. Invoice Write-Offs
 - F. Region 9 Area Agency on Aging Proposed 2018 Annual Implementation Plan
 - G. Minutes:
 1. Finance/Business Meeting of June 13, 2017 and Committee of the Whole Meeting of June 27, 2017
 2. Planning Commission – 5/17/17
 3. District #4 Health Department – 5/16/17
 4. City Council – 5/30/17 & 6/13/17
 5. County Road Commission – 6/1/17
6. **Brief Citizens Comments – (3 minutes per person)**
7. **Scheduled Visitors**
 - A. Medal of Valor – Lt. Mike Brege
8. **Finance Director's Report**
9. **Administrator's Report**
10. **Committee Reports**
11. **Old Business**
12. **New Business**
 - A. Bryne Justice Assistance Grant 2018 Application - SAYPA
 - B. DHHS 2017 Homemaker Agreement
 - C. MERS Application of Additional Credited Service - Schnell
 - D. AIA Agreement – Landmark – Jail Expansion Architectural Services
 - E. 2018 Budget Process Timeline
13. **Citizens Comments**
14. **Board Member Comments**
15. **Adjourn to the Call of the Chair**

There are no July finance claims to approve in this Board packet.

All bills received during

June 2017

that were greater than \$25,000 were included on the prepaid check writing approval list.

CHEBOYGAN COUNTY PREPAIDS REPORT JUNE 2017

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:	\$	1,060,052.26
MINUS MAY FINANCE	\$	25,039.91
TOTAL PREPAIDS	\$	1,035,012.35

CHECKS #171047 DATED 6/13/17 WAS APPROVED MAY FINANCE CLAIMS

PREPARED BY: DEBI WALINSKY

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 TRUST & AGENCY						
06/05/2017	1	62659	AFSCME	MICHIGAN COUNCIL #25 AFSCME	PR EMPLOYEE UNION DUES JUNE 2017	1,379.50
06/05/2017	1	62660	CITI	CITI STREET	PR CHEB CTY PC JUDGE RETIREMENT PE 5/27/	1,115.23
06/05/2017	1	62661	CLERK	CHEBOYGAN COUNTY CLERK	CR REST#17-5369-FH WILLIAM LALONDE	4,800.00
06/05/2017	1	62662	CLERK	CHEBOYGAN COUNTY CLERK	CR #17-5359-FH TONJA WILLIAMS FINES & CO	2,118.00
06/05/2017	1	62663	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #16-5327-FH PEO VS PEEL	50.00
06/05/2017	1	62664	CLERK	CHEBOYGAN COUNTY CLERK	CR #16-5327-FH PEO VS PEEL	450.00
06/05/2017	1	62665	DEP UNION	DEPUTY SHERIFFS' ASSOCIATION	PR SHERIFF DEPUTY UNION DUES JUNE 2017	168.00
06/05/2017	1	62666	ESCHEATS	EMMA ELLIOTT	TR REPLACE FAIR CK #9310 DATED 8/14/15	5.00
06/05/2017	1	62667	GELC	GOVERNMENTAL EMPLOYEES	PR SHERIFF DEPT UNION DUES JUNE 2017	610.74
06/05/2017	1	62668	MISDU	MISDU	PR 910220383 2002007381 M. FAIRCHILD PAI	170.80
06/05/2017	1	62669	MISDU	MISDU	PR 913068876 2009007526 G.STANKEWITZ PAI	35.17
06/05/2017	1	62670	POLC	POLICE OFFICERS LABOR COUNCIL	PR SHERIFF DEPT UNION DUES JUNE 2017	804.00
06/05/2017	1	62671	REF-PLAN	KRISTA WILEY	PZ REFUND CANCEL SPECIAL USE PERMIT APPL	225.00
06/05/2017	1	62672	SLG	SHERMETA LAW GROUP	PR TINA M GONSER JEWELL #15-5314-GC PAID	75.00
06/05/2017	1	62673	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR EMPLOYEE DEDUCTIONS PE 5/27/17	12.00
06/05/2017	1	62674	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR #305959-457 DEFERREE COMP PE 5/27/17	289.95
06/06/2017	1	62675	REST-PA	DANIEL OSTWALD	PA REST #17-0263-SM BRENDON KOSHOSHEK	149.66
06/07/2017	1	62676	ESCHEATS	STATE OF MICHIGAN	TR REPLACE T&A CHECK #59489 DATED 12/4/1	20.00
06/07/2017	1	62677	MSP	MICHIGAN STATE POLICE	CR SEX OFFENDER REGISTER	120.00
06/07/2017	1	62678	REF-TREA	EDITH ZYLAK	TR REFUND OVERPAYMENT 103-033-300-001-16	31.87
06/07/2017	1	62679	REF-TREA	LUANNE THOMAS	TR REFUND OVERPAYMENT 701-253-285-01	67.44
06/07/2017	1	62680	ACCO D	ACCOUNTING DHHS	DC REST #15-1019FY STEWART, JESSICA ANNE	51.35
06/07/2017	1	62681	BEST WEST	BEST WESTERN	DC REST #17-0255SM MORROW, MASON JAMES	208.47
06/07/2017	1	62682	CINCI	CINCINNATI INSURANCE CO	DC REST #16-0448ST JEWELL, JORDAN GREGOR	200.00
06/07/2017	1	62683	DNR-GFO	DNR GAYLORD FIELD OFFICE	DC REST #16-0242SM ODLE, JUSTIN PATRICK	50.00
06/07/2017	1	62684	ESPER A	ANTHONY ESPER	DC REST #13-0887SM HOPKINSON, CLYDE EDWA	25.00
06/07/2017	1	62685	FARMERS IN	FARMERS INSURANCE	DC REST #14-0121ST PRUDER, RALPH HOWARD	100.00
06/07/2017	1	62686	FERRELL	FERRELL GAS COMPANY	DC REST #13-0970SD SKIDMORE, MELISSA DAW	300.00
06/07/2017	1	62687	HOPE S	SPENCER DAVID HOPE	DC REST #16-0285FD MEISSEN, STEVEN MICHA	12.01
06/07/2017	1	62688	JACK J	JOHN JACKSON	DC REST #16-1050ST SAYLES, TAIT OLIVER	1,000.00
06/07/2017	1	62689	LATITUDE	LATITUDE SUBROGATION SERVICES	DC REST #13-0720ST PECZYNSKI, ANTHONY RO	90.00
06/07/2017	1	62690	LEDUCS	LEDUC'S CREEKSIDE MOTEL	DC REST #15-0090SM KLEIN, PEARL LOUISE	24.00
06/07/2017	1	62691	PI	PROGRESSIVE INSURANCE	DC REST #15-0603ST GRAINGER, KATHERINE D	75.00
06/07/2017	1	62692	PTAS S	STEPHEN PTASNIK	DC REST #16-0792SD DRIKSNA, ARVIDS	62.50
06/07/2017	1	62693	ROBE M	MARK ROBERTSON	DC REST #06-0392SM SMITH, NICHOLAS WAYNE	240.70
06/07/2017	1	62694	SANE	STRAITS AREA NARCOTICS ENF	DC REST #12-0547FY DODDER, CASEY JON	249.03
06/07/2017	1	62695	SCHU R	ROBERT SCHULER II	DC REST #17-0087SM BLANCHARD, ETHAN ALAN	4.87
06/07/2017	1	62696	VANA J	JEROME VANALSTINE	DC REST #17-0087SM BLANCHARD, ETHAN ALAN	142.74
					DC REST #17-0088SM ROUGHTON, DYLAN JOHNA	100.00
						<u>242.74</u>
06/07/2017	1	62697	WALMART	WALMART	DC REST #16-0884SM AVENDANO, MERIDA	65.00
06/07/2017	1	62698	WALMART	WALMART	DC REST #16-0885SM VIERRA, BRADLEY JUSTI	5.00
06/07/2017	1	62699	WALMART	WALMART	DC REST #17-0170SM KITCHEN, BELINDA IREN	94.15
06/08/2017	1	62700	FB INS	FARM BUREAU INSURANCE	PC REST #9004447 ST AMOUR, KURK WILLIAM	20.00
06/08/2017	1	62701	JAYS	JAYS SPORTING GOODS	PC REST #17008631 LEACH, COOPER RUSSELL	20.00
06/08/2017	1	62702	MSP	MICHIGAN STATE POLICE	CR CONCEALED PISTOL PERMITS	3,391.00
06/08/2017	1	62703	SET SEG	SET SEG	PC REST #4002358 FORD, JEFFREY ROSS	25.00
06/09/2017	1	62704	ANTK J	JOSEPH ANTKOVIAK	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62705	AO INS	AUTO OWNERS INC	CC REST #14-4916-FH CHILDERS, GARRETT	40.00
					CC REST #14-4915-FH NOBLE, JASON	10.00
						<u>50.00</u>
06/09/2017	1	62706	ASWE C	CHARLES ASWELL II	CC REST #10-4166-FC RYAN, MICHAEL	5.00
06/09/2017	1	62707	BORG W	WILLIAM BORGERDING	CC REST #02-2546-FH SOVA, DAVID	35.71

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/09/2017	1	62708	BRISTOL	BRISTOL WEST INSURANCE	CC REST #07-3625-FH MACE, THOMAS	200.00
06/09/2017	1	62709	BRYA W	WILLIAM BRYAN	CC REST #03-2843-FH DELPH JR, KURT	225.00
06/09/2017	1	62710	CINCI INS	CINCINNATI INSURANCE CO	CC REST #04-2874-FH STEMPKY, BRENT	50.00
06/09/2017	1	62711	CONS J	JENNITH CONSTANTINE-PALMER	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62712	DRIE J	JOYCE DRIER	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62713	DYKS B	BRITANY MARSHALL	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
06/09/2017	1	62714	ELEN V	VERNA ELENBAAS	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62715	ELLI J	JANETTE ELLIOTT	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62716	FENL D	DEBBIE FENLON	CC REST #10-4268-FH EVANS, RICHARD	89.50
06/09/2017	1	62717	FIFTH	FIFTH THIRD BANK	CC REST #03-2843-FH DELPH JR, KURT	225.00
06/09/2017	1	62718	FIND H	HEATHER FINDLAY	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62719	GOHE D	DONALD OR JEAN GOHESKI	CC REST #13-4687-FH WOODS, SUSAN	500.00
06/09/2017	1	62720	JEWE TE	TERRY JEWELL II	CC REST #14-4904-FH HARTLEY, CRYSTAL	25.00
06/09/2017	1	62721	JOHN JA	E JAMES JOHNSON	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62722	JONE P	PATRICIA JONES	CC REST #09-3952-FH JONES, WALTER	200.00
06/09/2017	1	62723	JULL D	DAVID OR DIANE JULLETTE	CC REST #17-5351-FH JULLETTE, AARON	40.00
06/09/2017	1	62724	KEEL L	LARRY OR LEONA KEELAN	CC REST #05-3123-FH ORMSBEE, ROGER	12.50
06/09/2017	1	62725	LAHA R	ROGER LAHAIE	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62726	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #09-4108-FC CALLEAUX, DAVID	100.00
06/09/2017	1	62727	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #11-4422-FC EVANS, RICHARD	66.00
06/09/2017	1	62728	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #04-2958-FH NOBLE, JASON	10.00
06/09/2017	1	62729	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #10-4113-FC STEWARD, BEAU	139.72
06/09/2017	1	62730	LEIG E	ENZO LEIGHIO	CC REST #11-4422-FC EVANS, RICHARD	66.00
					CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
						<u>71.00</u>
06/09/2017	1	62731	LERD B	BRENDA LERDAHL	CC REST #09-3941-FC BROWN SR, THOMAS JOS	50.00
06/09/2017	1	62732	MCKE K	KENNETH MCKERVEY	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62733	MCKINLEY D	DAVID MCKINLEY	CC REST #13-4661-FC DEACONS, LANCE	25.00
06/09/2017	1	62734	MDHHS	STATE OF MICHIGAN	CC REST #16-5212-FH RILEY, TIFFANY	140.00
					CC REST #17-5359-FH WILLIAMS, TONJA	1,652.00
						<u>1,792.00</u>
06/09/2017	1	62735	MINI T	MR & MRS THOMAS MINICK	CC REST #13-4676-FH DENNERT-MICHAELS, BR	227.50
06/09/2017	1	62736	MOOD N	NATALIE MOODY-BROWN	CC REST #05-3300-FH ROMINE, JOSHUA	100.00
06/09/2017	1	62737	MULL N	NANCY MULLETT	CC REST #14-4879-FH MULLETT, TARA	30.00
06/09/2017	1	62738	NEMOA	NORTHEAST MICH OSTEOPATHIC ASSOC	CC REST #08-3779-FH JOHNSON, VICKY	250.00
06/09/2017	1	62739	NOEL J	JENNIFER NOELL	CC REST #12-4525-FC BROWN III, THOMAS JO	50.00
06/09/2017	1	62740	PARKSIDE	PARKSIDE INN	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
06/09/2017	1	62741	PAVW A	ALLEN PAVWOSKI	CC REST #11-4451-FC PARRIS, DENNIS	7.50
06/09/2017	1	62742	RACI D	DENNIS OR CONNIE RACINE	CC REST #04-3023-FH KELLEY, THERESA	100.00
06/09/2017	1	62743	RDIC	RIVERTOWN DO-IT CENTER	CC REST #05-3247-FH PRZYBYLOWICZ, JOSEPH	10.00
06/09/2017	1	62744	REDM MA	MARIANNE REDMAN	CC REST #11-4451-FC PARRIS, DENNIS	7.50
06/09/2017	1	62745	ROBE C	FLORENCE ROBERTS	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62746	RODR M	MICHAEL RODRIGUEZ	CC REST #10-4268-FH EVANS, RICHARD	89.69
06/09/2017	1	62747	SAFCU	STRAITS AREA FEDERAL CREDIT UNION	CC REST #14-4904-FH HARTLEY, CRYSTAL	25.00
06/09/2017	1	62748	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5059-FC BODA, ANTHONY	5.00
06/09/2017	1	62749	SANE	STRAITS AREA NARCOTICS ENF	CC REST #16-5324-FH BUVIA, CRYSTAL	300.00
06/09/2017	1	62750	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5110-FH LAFORGE, MATTHEW	28.71
06/09/2017	1	62751	SANE	STRAITS AREA NARCOTICS ENF	CC REST #16-5327-FH PEEL, SHERRY	95.00
06/09/2017	1	62752	SANE	STRAITS AREA NARCOTICS ENF	CC REST #16-5222-FH REID, JULIE	30.00
06/09/2017	1	62753	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5149-FH SMITH, CHRISTINA	20.00
06/09/2017	1	62754	SCH S	SHARON SCHALOW	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62755	SCS	SENTRY CLAIMS SERVICE	CC REST #03-2843-FH DELPH JR, KURT	225.00
06/09/2017	1	62756	SHAF E	EDWARD OR JANICE SHAFFER	CC REST #05-3123-FH ORMSBEE, ROGER	12.50
06/09/2017	1	62757	SLOC M	MARGO SLOCUM	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62758	SMIT C	CHARLES SMITH JR	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62759	SOVA G	GERALD SOVA OR SALLY VANHOORNE	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 06/01/2017 - 06/30/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/09/2017	1	62760	SOVA RE	REBECCA SOVA	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62761	SPRA R	ROBERT SPRAY	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62762	STEMPKY C	CHRISTY STEMPKY	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62763	SUNRISE	SUNRISE BEACH MOTEL	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
06/09/2017	1	62764	SUPERIOR	SUPERIOR VENDING	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
06/09/2017	1	62765	SZYM E	ELIZABETH SZYMONIAK	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62766	TERR E	ECTON TERREBONNE	CC REST #06-3534-FC POPE, ROBERT	50.00
06/09/2017	1	62767	TFS	TOYOTA FINANCIAL SERVICES	CC REST #03-2843-FH DELPH JR, KURT	225.00
06/09/2017	1	62768	THIG	THE HANOVER INSURANCE GROUP	CC REST #03-2854-FH SOUTHWELL, JUDY	100.00
06/09/2017	1	62769	TREAS	CHEBOYGAN COUNTY TREASURER	CC REST #04-3008-FH CHARBONEAU, MATTHEW	10.00
06/09/2017	1	62770	TULG C	CHRIS OR NANCY TULGESTKA	CC REST #17-5369-FH LALONDE, WILLIAM	4,800.00
06/09/2017	1	62771	VANH J	JEFFREY VANHOORNE	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62772	WALMART	WALMART	CC REST #11-4422-FC EVANS, RICHARD	68.00
06/09/2017	1	62773	WEIR V	VERONICA WEIR	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62774	WENG R	ROBERT WENGER	CC REST #02-2546-FH SOVA, DAVID	35.71
06/09/2017	1	62775	WERNIG	WERNIG	CC REST #91--0683-FH & 91-0687-FH/ HARRI	80.00
06/09/2017	1	62776	WILSON J	JOHN WILSON	CC REST #15-5004-FC VANDERHILL, RUSSELL	12.83
06/09/2017	1	62777	ZELL S	SANDRA ZELLER	CC REST #01-2485-FH BOSEL, DAVID	20.00
06/12/2017	1	62780	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0024 JULY 2017	443.40
06/12/2017	1	62781	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0025 JULY 2017	34.20
06/12/2017	1	62782	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0022 JULY 2017	1,121.21
06/12/2017	1	62783	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0023 JULY 2017	2,768.76
06/12/2017	1	62784	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0019 JULY 2017	140.03
06/12/2017	1	62785	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0013 JULY 2017	1,233.47
06/12/2017	1	62786	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0011 JULY 2017	2,848.22
06/12/2017	1	62787	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0001 JULY 2017	3,380.46
06/13/2017	1	62778	REF-DEEDS	RICHARD P CARROLL PLLC	CR REFUND OVERPAYMENT-RECORDING FEES	30.00
06/13/2017	1	62779	REF-TREA	LINDA SAYERS	TR REFUND OVERPAYMENT 181-034-300-002-00	230.68
06/14/2017	1	62788	ESCHEATS	CHEBOYGAN COUNTY TREASURER	TR REPLACE T&A CHECKS - SEE NOTES	366.97
06/14/2017	1	62789	ESCHEATS	CHEBOYGAN COUNTY TREASURER	TR REPLACE CHECKS - SEE NOTES	282.62
06/14/2017	1	62790	ESCHEATS	STATE OF MICHIGAN	TR REPLACE CHECKS OUT OF ESCHEATABLE MON	1,075.11
06/14/2017	1	62791	SOM-EDTAX	STATE OF MICHIGAN	TR CURRENT TAX COLLECTED BY COUNTY	392.00
06/15/2017	1	62792	CITI	CITI STREET	PR CHEB CTY PC JUDGE RETIREMENT PE 6/10/	1,115.23
06/15/2017	1	62793	DEARBORN	DEARBORN NATIONAL INSURANCE	PR LTD/LIFE INSURANCE JULY 2017	3,200.01
06/15/2017	1	62794	MISDU	MISDU	PR 910220383 2002007381 M. FAIRCHILD PAI	170.80
06/15/2017	1	62795	MISDU	MISDU	PR 913068876 2009007526 G.STANKEWITZ PAI	35.17
06/15/2017	1	62796	REF-TREA	DAVID LANDON	TR REFUND OVERPAYMENT 104-016-300-016-00	655.82
06/15/2017	1	62797	REF-TREA	RICHARD H. SEWING & ASSOCIATES	TR REFUND OVERPAYMENT 030-007-300-004-00	9.00
06/15/2017	1	62798	SLG	SHERMETA LAW GROUP	PR TINA M GONSER JEWELL #15-5314-GC PAID	75.00
06/15/2017	1	62799	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR EMPLOYEE DEDUCTIONS PE 6/10/17	12.00
06/15/2017	1	62800	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR #305959-457 DEFERREE COMP PE 6/10/17	289.95
06/15/2017	1	62801	ESCHEATS	JOHN THOMPSON	TR REPLACE GENERAL CK# 163206 DATED 9/29	60.70
06/15/2017	1	62802	BOUC J	JEFF & CASEY BOUCARD	PC REST #15008506 HAINES, CLIFTON SHANTO	100.00
06/15/2017	1	62803	EMC INS	EMC INSURANCE COMPANIES	PC REST #15008482 DENNIS, CHAYTON WYATT	50.00
06/15/2017	1	62804	REF-TREA	THOMAS COLMUS	TR REFUND OVERPAYMENT 161-S83-000-007-00	14.84
06/15/2017	1	62805	WALMART	WALMART	PC REST #16008602 JAMES, SHEALYN LEE	39.46
06/16/2017	1	62806	BCNM	BLUE CARE NETWORK OF MICHIGAN	PR HEALTH INS GROUP #00188643 C001 JULY	343.26
06/16/2017	1	62807	BCNM	BLUE CARE NETWORK OF MICHIGAN	PR HEALTH INS GROUP #00188643 G001 JULY	92,376.04
06/19/2017	1	62808	MAC-WCF	MAC WORKERS COMP FUND	PR WORKERS COMP #730 3RD QTR 2017	13,629.30
06/19/2017	1	62809	REF-TREA	TERRANCE PALMER	TR REFUND OVERPAYMENT 241-011-202-011-00	36.29
06/23/2017	1	62810	REF-TREA	NICHOLAS ROBERTS OR	TR REFUND OVERPAYMENT 161-026-200-011-00	36.36
06/23/2017	1	62811	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #17-5367-FH PEO V KONSELLA	500.00
06/26/2017	1	62812	89TH DC	89TH DISTRICT COURT	CR BOND #17-5367-FH PEO V KONSELLA	500.00
06/26/2017	1	62813	MISC	TITLE RESOURCE	CR OVERPAYMENT OF FEES - CK#400429812	30.00
06/27/2017	1	62814	REF-TREA	JOAN WEGNER	TR CASH REFUND	10.89
06/27/2017	1	62815	REF-TREA	CHARLES D PATTERSON	TR CASH REFUND 120-021-300-025-00	104.03
06/27/2017	1	62816	SPRAYS P	SPRAY'S PLUMBING & HEATING INC	CCM FISH CLEANING STATION REPAIR	292.50
06/28/2017	1	62817	EMC INS	EMC INSURANCE COMPANIES	PC REST #15008484 KELLER, CHASE EDWARD	120.00
06/29/2017	1	62818	CITI	CITI STREET	PR CHEB CTY PC JUDGE RETIREMENT PE 6/24/	1,115.23
06/29/2017	1	62819	MISDU	MISDU	PR 910220383 2002007381 M. FAIRCHILD PAI	170.80

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 06/01/2017 - 06/30/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/29/2017	1	62820	MISDU	MISDU	PR 913068876 2009007526 G. STANKEWITZ PA	35.17
06/29/2017	1	62821	SLG	SHERMETA LAW GROUP	PR TINA M GONSER JEWELL #15-5314-GC PAID	75.00
06/29/2017	1	62822	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR EMPLOYEE DEDUCTIONS PE 6/24/17	12.00
06/29/2017	1	62823	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR #305959-457 DEFERREE COMP PE 6/24/17	289.95
06/29/2017	1	62824	BOND-CLERK	SHEREE L. WOOLLARD	CR BOND #17-5382-FH PEO V WOOLLARD	500.00
06/30/2017	1	62825	CHEB	CITY OF CHEBOYGAN	DC ORDINANCE FEE JUNE 2017	431.64
06/30/2017	1	62826	CLERK	CHEBOYGAN COUNTY CLERK	CR REST #17-5370-FH REBECCA SMITH	2,000.00
06/30/2017	1	62827	CLERK	CHEBOYGAN COUNTY CLERK	CR #17-5365-FH JAMES STORY FINES/COSTS	1,000.00
06/30/2017	1	62828	REF-DC	DEJUONIQUE GRAY	DC REFUND #17-0234-SM	55.00
06/30/2017	1	62829	REF-DC	DILLON J. ANCE	DC REFUND #17-T5067-SI	10.00
06/30/2017	1	62830	REF-DC	ANTHONY PAQUET	DC REFUND #17-48102-SI	20.00
06/30/2017	1	62831	SHERIFF	CHEBOYGAN COUNTY SHERIFF DEPT	DC CONVICTED OUIL ASMNT JUNE 2017	415.00
06/30/2017	1	62832	SOM-CC	STATE OF MICHIGAN	CR 53RD CIRCUIT COURT FILING FEES JUN 20	4,582.13
06/30/2017	1	62833	SOM-CC	STATE OF MICHIGAN	CR 53RD CIRCUIT COURT FILING FEES JUNE 20	1,831.09
06/30/2017	1	62834	SOM-DC	STATE OF MICHIGAN	DC 89TH DISTRICT COURT FILING FEES JUNE	20,138.49
06/30/2017	1	62835	SOM-NETF	STATE OF MICHIGAN	CR NOTARY EDUCATION & TRAINING FUND JUN	18.00
06/30/2017	1	62836	SOM-PC	STATE OF MICHIGAN	PC PROBATE COURT FILING FEES JUNE 2017	1,423.68
06/30/2017	1	62837	TTP	TUSCARORA TOWNSHIP POLICE	DC CONVICTED OUIL ASMNT JUNE 2017	350.00
06/30/2017	1	62838	TUSCARORA	TUSCARORA TOWNSHIP	DC ORDINANCE FEES JUNE 2017	33.33
06/30/2017	1	62839	VOM	VILLAGE OF MACKINAW	DC ORDINANCE FEES JUNE 2017	340.00
06/30/2017	1	62840	MDT-TRTAX	MICHIGAN DEPT OF TREASURY	RD REAL ESTATE TRANSFER TAX JUNE 2017	98,313.75
06/30/2017	1	62841	SOM-SURV	STATE OF MICHIGAN	RD REMONUMENTATION APR-JUN 2017	5,665.72

1 TOTALS:

Total of 183 Checks:

297,710.47

Less 1 Void Checks:

500.00

Total of 182 Disbursements:

297,210.47

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 2 GENERAL FUND						
06/01/2017	2	170879	AIRPORT	CHEBOYGAN AIRPORT AUTHORITY	SRR LEASE AGREEMENT JUNE 2017	1,500.00
06/01/2017	2	170880	CHARTER	CHARTER COMMUNICATIONS	IS INTERNET SERVICE 5/24-6/23	99.98
06/01/2017	2	170881	GASLIGHT	GASLIGHT MEDIA	IS MONTHLY WEBSITE HOSTING & SEARCH ENGI	150.00
06/01/2017	2	170882	NSB	NORTHERN STAR BROADCASTING	SRR LEASE AGREEMENT JUNE 2017	600.00
06/01/2017	2	170883	PUB DEF 3B	WILLIAM KEOGH OR JAMES GILBERT	FN PUBLIC DEFENDER CONTRACT JUNE 2017	11,709.58
06/01/2017	2	170884	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS PE 5/27	231,899.60
06/05/2017	2	170885	AST	ADVANCED SAFETY TRAINING	DC FREE DRUG SCREEN-WALKER PASSED ON TO	15.00
06/05/2017	2	170886	BBC	BERNARD BUILDING CENTER	CCM 6FT. WASHER HOSE	8.69
06/05/2017	2	170887	BLASKOWSKI	BLASKOWSKI FEED & SEED	MA WEED & FEED FOR LAWN	25.65
					MA WEED & FEED FOR LAWN #2	57.40
					MA WEED & FEED FOR LAWN #3	86.10
					MA CANADIAN PEET FOR LAWN	89.70
					MA SUNNY LAWN 10 LBS	25.50
						<u>284.35</u>
06/05/2017	2	170888	BROW C	CHARLES BROWN	PC SA FDTA 3RD SESSON BILLING	1,550.00
06/05/2017	2	170889	CDT-CR	CHEBOYGAN DAILY TRIBUNE	CR WEEKLY SUBSCRIPTION	113.00
06/05/2017	2	170890	CHARTER	CHARTER COMMUNICATIONS	FG/RC PHONE 6/1- 6/30/17	144.94
06/05/2017	2	170891	DEKETO	DEKETO LLC	CR LICENSE ENHANCEMENT AGREEMENTS MAY 20	1,020.00
06/05/2017	2	170892	FITZNER	STEVEN FITZNER	CCD CONSERVATION MTG 5/24/17	40.00
06/05/2017	2	170893	G SHIPPING	G'S SHIPPING STORE	MA TOILET PAPER	133.92
					SRR CASE OF CENTER PULL TOWELS FOR AIRPO	32.00
						<u>165.92</u>
06/05/2017	2	170894	GLFSE	GREAT LAKES FIRE & SAFETY EQUIP	CCM ANNUAL INSPECTION FIRE EXTINGUISHERS	212.00
06/05/2017	2	170895	GRAINGER	WW GRAINGER	CCM MARINA DOCK WATER LINE REPAIR HOSE	80.20
06/05/2017	2	170896	MCLE D	HON DONALD J MCLENNAN	DC MILEAGE EXPENSE FOR HEARING	96.30
06/05/2017	2	170897	MISC	ERIC MOORE	CD INSPECTION TRAVEL FILL-IN INSPECTOR	152.48
06/05/2017	2	170898	MISC	STEVE OR CHERI ARWOOD	CCM REFUND OF SEASONAL DOCKAGE DIFF PAID	1,108.00
06/05/2017	2	170899	MOW	MICHIGAN OFFICEWAYS INC	MSU UNDER CABINET TASK LIGHT	29.99
06/05/2017	2	170900	NOP	NATIONAL OFFICE PRODUCTS	EQ NAME PLATES	45.50
06/05/2017	2	170901	OFF DEPOT	OFFICE DEPOT	DC TONER	127.99
06/05/2017	2	170902	ORMS B	LEROY ORMSBEE	CCD CONSERVATION MTG 5-24-17	40.00
06/05/2017	2	170903	PAETEC	PAETEC	IS PHONE SERVICE	252.16
06/05/2017	2	170904	PAETEC	VOID		
06/05/2017	2	170905	POSTMASTER	POSTMASTER - CHEBOYGAN	MA ANNUAL PO BOX FEE JUNE 2017 - MAY 201	274.00
06/05/2017	2	170906	REDM M	MATT REDMOND	VA INSTALLATION OF BURIAL MARKERS	1,740.00
06/05/2017	2	170907	REIM C	CARL REIMANN	CCD CONSERVATION MTG 5/24/17	40.00
06/05/2017	2	170908	ROBIADEK	ROBIADEK & SONS EXCAVATING INC	MA GROUNDS REPAIR	180.00
06/05/2017	2	170909	SELI D	DALE SELIN	DC CELL REIMBURSEMENT MAY 2017	45.00
06/05/2017	2	170910	SPARTAN	SPARTAN STORES LLC	MA COFFEE	34.19
06/05/2017	2	170911	SPEEDWAY	SPEEDWAY SUPER AMERICA LLC	SRR FUEL CHARGES 4/20- 5/17/17	625.44
06/05/2017	2	170912	SPIES-SRR	SPIES AUTO PARTS & TIRE	SRR BUS FLUID SUPPLIES	23.92
06/05/2017	2	170913	STAN L	LIZ STANKEWITZ	DC CELL REIMBURSEMENT MAY 2017	45.00
06/05/2017	2	170914	VERIZON	VERIZON	IS CELL PHONE SERVICE 4/14- 5/13/17	1,421.23
06/05/2017	2	170915	WHIT G	GREGORY WHITTAKER	CCD CONSERVATION MTG 5/24/17	40.00
06/05/2017	2	170916	YOUN K	KIMBERLY YOUNGS	DC CELL REIMBURSEMENT MAY 2017	45.00
06/05/2017	2	170917	CLSSI	CHEBOYGAN LIFE SUPPORT SYSTEM	TR CURRENT MILLAGE COLLECTED BY COUNTY	24,653.08
06/05/2017	2	170918	EMMET CTY	EMMET COUNTY	TR CURRENT MILLAGE COLLECTED BY COUNTY	2,012.50
06/05/2017	2	170919	HAIR	HAIR DESIGNS	SDJ (8) INMATE HAIRCUTS	120.00
06/05/2017	2	170920	OAA	ONAWAY AREA AMBULANCE	TR CURRENT MILLAGE COLLECTED BY COUNTY	1,188.58
06/05/2017	2	170921	SENIOR CIT	CHEBOYGAN COUNTY COUNCIL	TR CURRENT MILLAGE COLLECTED BY COUNTY	46,747.92
06/05/2017	2	170922	WASC	WAWATAM AREA SENIOR CITIZENS INC	TR CURRENT MILLAGE COLLECTED BY COUNTY	4,991.00
06/06/2017	2	170923	ACKE	CHRISTOPHER ACKERMAN	PC SA INDEPENDENT CONTRACTOR JUNE 2017	1,000.00
06/06/2017	2	170924	AT&T/SBC	AT&T	FN GAS PUMP MODEM 4/29/17- 5/28/17	35.27

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/06/2017	2	170925	BBC	BERNARD BUILDING CENTER	MA TORX POWER BITS, IMPACT	7.67
					MA SCAFFOLDING PLANKS	268.90
					MA CCM TEFLON TAPE, SUPPLY TUBE, ADJUSTA	17.67
					MA 1/2 PVC PIPE	2.59
					MA HOSE COUPLER, 3/4 PS SILLCOCK	15.77
					MA 3/8 STEEL CPLG/ COUPLING/ CONNECTOR	7.27
					MA WALL PLATE	4.90
						<u>324.77</u>
06/06/2017	2	170926	BUTTS	ROBERT J BUTTS	PC REIMBURSE TRAVEL/LODGING/MEALS TRAVER	816.36
06/06/2017	2	170927	CARQUEST	CARQUEST	MA AD TRACTOR BATTERY	48.49
					MA CCM DOCK WATER LINE REPAIR	204.00
						<u>252.49</u>
06/06/2017	2	170928	CAS-TRAN	CHEBOYGAN AREA SCHOOLS	RC FUEL CHARGES MAY 2017	867.71
06/06/2017	2	170929	CCE	CCE CENTRAL DISPATCH AUTHORITY	FN 4% SURCHARGE COLLECTED APRIL 2017	426.29
06/06/2017	2	170930	DANI K	KAREN DANIEL	PC GUARDIANSHIP REVIEW R.ABRAMSON	40.70
06/06/2017	2	170931	DEAN	NANCY B DEAN	PC COURT APPT ATTY D. BURGTORF	150.00
					PC ATTORNEY CONTRACT JUNE 2017	1,375.00
						<u>1,525.00</u>
06/06/2017	2	170932	EKDAHL	MICHAEL J EKDAHL	CC DGC DEFENSE ATTORNEY APRIL & MAY 2017	450.00
					PC ATTORNEY CONTRACT JUNE 2017	1,375.00
						<u>1,825.00</u>
06/06/2017	2	170933	GBS	GBS INC	CR SUPPLIES FOR 5/2/17 SPECIAL ELECTION	646.57
06/06/2017	2	170934	HANSEL	DONNA HANSEL	PC COURT APPT ATTY D.BURGTORF	150.00
					PC ATTORNEY CONTRACT JUNE 2017	1,375.00
						<u>1,525.00</u>
06/06/2017	2	170935	HARBOR	HARBOR HALL INC	CC DGC COUNSELING SERVICES MAY 2017	249.82
06/06/2017	2	170936	HUNG T	THOMAS R HUNGERFORD LLC	CC COURT APPT ATTY #16-5328FC/ #17-5355-	1,210.00
06/06/2017	2	170937	KEOGH	WILLIAM L KEOGH PC	PC ATTORNEY CONTRACT JUNE 2017	1,375.00
06/06/2017	2	170938	LAMB M	MICHAEL H LAMBLE	PC COURT APPT ATTY - L. MCGOVERN	50.00
06/06/2017	2	170939	LISS D	DIANE LISSFELT LMSW, ACSW, CAAC	CC DGC COUNSELING SERVICES MAY 2017	180.00
06/06/2017	2	170940	MACARTHUR	TIMOTHY MACARTHUR	PC GUARDIANSHIP REVIEW	100.00
					PC ATTORNEY CONTRACT JUNE 2017	1,375.00
						<u>1,475.00</u>
06/06/2017	2	170941	MEMBER	MICPA	FN MEMBERSHIP RENEWAL 2017-2018 - K.KORT	295.00
06/06/2017	2	170942	NOP	NATIONAL OFFICE PRODUCTS	CC DGC INK CARTRIDGES	30.01
					PZ OFFICE SUPPLIES - 4X6 CARDS	83.37
						<u>113.38</u>
06/06/2017	2	170943	PAVLICH	SCOTT L PAVLICH	CC JURY BOARD LUNCHEON (PER STATUTE)	87.11
06/06/2017	2	170944	PAWLOWSKI	NICOLE PAWLOWSKI	CC DGC ADDITION MEDICINE TRAINING-GAYLOR	45.00
06/06/2017	2	170945	PSYCH	PSYCHNORTH	CC DGC PSYCH EVAL MELINDA HITCHINGS	260.00
06/06/2017	2	170946	RDIC	RIVERTOWN DO-IT CENTER	MA CCF SUPPLIES	145.98
06/06/2017	2	170947	ROTTER	GREGORY ROTTER	CC COURT APPT ATTY #16-5324FH - CRYSTAL	972.08
06/06/2017	2	170948	SALT R	RAEANN SALTER	PC GUARDIANSHIP REVIEW	70.00
06/06/2017	2	170949	SOM-CERT	STATE OF MICHIGAN	PC MEMBERSHIPS P.HANSEN & R. NOEL	60.00

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/06/2017	2	170950	TREAS	CHEBOYGAN COUNTY TREASURER	PC ALLOCATION COSTS JUNE 2017	1,313.44
06/06/2017	2	170951	UPS	UNITED PARCEL SERVICE	FN UPS CHARGES 4/23/17 - 5/27/17	32.14
06/06/2017	2	170952	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN CHARGES 4/5/17- 5/4/17	69.95
06/06/2017	2	170953	WEST-CR	THOMSON REUTERS - WEST	CR LIBRARY PLAN CHARGES 4/5/17- 5/4/17	4.46
06/06/2017	2	170954	WEST-LL	THOMSON REUTERS - WEST	LL LIBRARY PLAN CHARGES 4/5/17- 5/4/17	299.17
06/07/2017	2	170955	BOLINGER	ROBERT R BOLINGER	BOC COMMISSIONER MILEAGE 5/31/17	10.70
06/07/2017	2	170956	BROWN C	CHRISTOPHER BROWN	BOC COMMISSIONER MILEAGE 5/31/17	17.12
06/07/2017	2	170957	FREESE	CHARLES FREESE	PZ COMMISSION MTG 5/24/17 PZ SITE VISIT 5/23/17	69.96 87.08
						<hr/> 157.04
06/07/2017	2	170958	GOUJ C	CAL GOUINE	BOC COMMISSIONER MILEAGE 5/31/17	3.75
06/07/2017	2	170959	HEMMER	RALPH HEMMER	PZ COMMISSION MTG 5/24/17 PZ SITE VISIT 5/22/17	56.05 80.13
						<hr/> 136.18
06/07/2017	2	170960	MOORE	JOHN MOORE	PZ COMMISSION MTG 5/24/17 PZ SITE VISIT 5/23/17	75.31 54.98
						<hr/> 130.29
06/07/2017	2	170961	NEWM M	MICHAEL NEWMAN	BOC COMMISSIONER MILEAGE 5/31/17	4.82
06/07/2017	2	170962	NINI S	NINI SHERWOOD	PZ COMMISSION MTG 5/24/17 PZ SITE VISIT 5/24/17	41.61 58.73
						<hr/> 100.34
06/07/2017	2	170963	SANG R	RICHARD SANGSTER	BOC COMMISSIONER MILEAGE 5/31/17	0.64
06/07/2017	2	170964	THOM JO	JOHN THOMPSON	PZ COMMISSION MTG 5/24/17 PZ SITE VISIT 5/24/17	59.26 76.38
						<hr/> 135.64
06/07/2017	2	170965	WALLACE	JOHN WALLACE	BOC COMMISSIONER MILEAGE 5/31/17	26.75
06/08/2017	2	170966	ARCTIC	ARCTIC GLACIER INC	CCM ICE PURCHASE	100.43
06/08/2017	2	170967	BEET W	WILLIAM BEETHEM	VA VSRF MTG 6/6/17 HOTSINPILLAR	40.00
06/08/2017	2	170968	CASH-CF	START-UP CASH	CF MUD RUN START UP CASH	500.00
06/08/2017	2	170969	CEMENT	CHEBOYGAN CEMENT PRODUCTS	AD CEMENT/STEEL DOORS - HUMANE SOCIETY P	2,863.27
06/08/2017	2	170970	CULLIGAN	MCCARDEL CULLIGAN-PETOSKEY	PA BOTTLED WATER MAY 2017	17.50
06/08/2017	2	170971	FELEPPA	ALFRED FELEPPA	PA CELL PHONE REIMBURSEMENT MAY 2017	45.00
06/08/2017	2	170972	GOOD M	MELISSA GOODRICH	PA CELL PHONE REIMBURSEMENT MAY 2017	45.00
06/08/2017	2	170973	JARO M	MICHAEL JAROCHE	VA VSRF REVIEW SRF APPLICATION HOTSINPILL	40.00
06/08/2017	2	170974	KMART	KMART	CCM SALES BOOK/ DUST PAN	7.28
06/08/2017	2	170975	LEXISNEXIS	LEXISNEXIS RISK SOLUTIONS	TR MEMBERSHIP MAY 2017	97.85
06/08/2017	2	170976	MCKI D	DARLENE MCKINLEY	JB WORK DAYS 6/5, 6/6, 6/7/17	278.52
06/08/2017	2	170977	MOW	MICHIGAN OFFICEWAYS INC	MSU ENVELOPES, (3) TONER CARTRIDGES	250.90
06/08/2017	2	170978	MTA	MICHIGAN TOWNSHIPS ASSOCIATION	BOC ANNUAL MTA DUES 7/1/17-6/30/17	385.00
06/08/2017	2	170979	NOP	NATIONAL OFFICE PRODUCTS	PA HEADSET, P-TOUCH CARTRIDGES,ENVELOPES	337.19
06/08/2017	2	170980	OMS	OMS COMPLIANCE SERVICES INC	AD PRE EMPLOYMENT DRUG TEST WINTERS	79.50
06/08/2017	2	170981	PHILLIPS	BECKY PHILLIPS	JB WORK DAYS 6/5, 6/6, 6/7/17	256.05
06/08/2017	2	170982	PRINT WISE	PRINT WISE LLC	CF ADVERTISING	550.00
06/08/2017	2	170983	REDM M	MATT REDMOND	VA INSTALLATION OF BURIAL MARKERS	520.00
06/08/2017	2	170984	REGISTER	FRIEND OF THE COURT ASSOCIATION	FOC CONFERENCE EAST LANSING	200.00
06/08/2017	2	170985	RISK	MICHIGAN MUNICIPAL RISK MANAGEMENT	AD 1ST INSTALLMENT OF 3- 7/1/17-7/1/18	87,934.50
06/08/2017	2	170986	SAG	STRAITS AREA GLASS	MA DOOR REPAIR	131.18
06/08/2017	2	170987	TELE-RAD	TELE-RAD INC	SD BOOTS FOR J GINOP	127.99

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					SD BOOTS FOR J. RUNSTROM	137.51
						<u>265.50</u>
06/08/2017	2	170988	VASR	USAA	VA VSRF AUTO INS. #024150199 HOTSINPILLA	138.83
06/08/2017	2	170989	VASR	CONSUMERS ENERGY	VA VSRF ELECTRIC BILL #100045852603 HOTS	98.79
06/08/2017	2	170990	VASR	PIE&G	VA VSRF GAS BILL #106602003 HOTSINPILLAR	59.53
06/08/2017	2	170991	VASR	AEGIS SECURITY INSURANCE	VA VSRF HOME INS #2100358150 HOTSINPILLA	54.39
06/08/2017	2	170992	VASR	PNC BANK	VA VSRF LOAN #2301008125697383 HOTSINPIL	225.54
06/08/2017	2	170993	WILL R	RON WILLIAMS	CF 2017 FAIR CAMPING ADVERTISING -FACEBO	12.64
					CF 2017 FAIR DATES ADVERTISING - FACEBOO	32.64
					CF FAIR ADVERISING - FACEBOOK	188.25
						<u>233.53</u>
06/08/2017	2	170994	FERN FORD	FERNELIUS FORD LINCOLN	SD 2017 FORD EXPLORER	28,689.28
					SD 2017 EXPLORER	28,689.28
						<u>57,378.56</u>
06/08/2017	2	170995	LEXISNEXIS	LEXISNEXIS RISK SOLUTIONS	PC INFORMATION SEARCH MAY 2017	50.00
06/08/2017	2	170996	MRYH	MUSKEGON RIVER YOUTH HOME	PC FOSTER CARE PER DIEM	5,394.00
06/08/2017	2	170997	OFF DEPOT	OFFICE DEPOT	PC NOTE PADS, FOLDERS, TISSUE, INK REFIL	40.67
06/08/2017	2	170998	SALT R	RAEANN SALTER	PC GUARIANSHIP REVIEW	35.00
06/08/2017	2	170999	STOP	SATELLITE TRACKING OF PEOPLE LLC	PC COURT ORDERED SERVICES-PRICE	38.25
06/08/2017	2	171000	STYF	SAULT TRIBE YOUTH FACILITY	PC ANOTHER COUNTY INSTITUTION-MARSHALL &	1,200.00
06/08/2017	2	171001	WAIT J	JONI WAIT	DHS CC #2181374 4/26 - 4/29/17	52.65
06/08/2017	2	171002	WAIT J	JONI WAIT	DHS CC #2181374 5/7 -5/20/17	241.36
06/08/2017	2	171003	WAIT J	JONI WAIT	DHS CC #4030266 5/7- 5/20/17	241.36
06/08/2017	2	171004	SCHR KA	KAREN SCHRAMM	JB WORK DAYS 6/5, 6/6, 6/7/17	265.68
06/08/2017	2	171005	BLASKOWSKI	BLASKOWSKI FEED & SEED	SD K9 DOG FOOD	82.32
					SD INMATE GARDEN	117.33
					SD ENTRY GARDEN	90.93
						<u>290.58</u>
06/08/2017	2	171006	OMH	OTSEGO MEMORIAL HOSPITAL	SDJ INMATE MED DANIELS, JONATHAN	204.00
06/08/2017	2	171007	RDIC	RIVERTOWN DO-IT CENTER	SD STAPLE GUN/STAPLES	71.96
					SD SCREWS	24.10
					SD SCREWS	2.02
						<u>98.08</u>
06/08/2017	2	171008	SAP	STRAITS AREA PRINTING	SD BUSINESS CARDS HOLT, SUPERNALUT	93.20
06/08/2017	2	171009	SPIES-SD	SPIES AUTO PARTS & TIRE	SD BATTERY	137.99
06/08/2017	2	171010	SYSCO	SYSCO FOODS OF GRAND RAPIDS	SDJ STAINAWAY, DETERGENT, FABRIC SOFTENE	625.38
06/12/2017	2	171011	ADV AUTO	ADVANCE AUTO PARTS	MA 1 GALLON 10W30 OIL	14.99
					MA CARB CLEANER/DIESEL CAN CARB (5 GAL)	22.98
						<u>37.97</u>
06/12/2017	2	171012	ALGE B	BARB ALGENSTEDT	SDJ LEGAL BLOOD DRAWS AMYOTTE	50.00
					SDJ LEGAL BLOOD DRAWS KITCHEN	50.00
						<u>100.00</u>
06/12/2017	2	171013	AT&T-SDJ	AT&T	SDJ PHONE CHARGES 5/28 - 6/27-17	147.06
06/12/2017	2	171014	AT&T/SBC	AT&T	IS MONTHLY PHONE SERVICE JUN 17	1,078.50
06/12/2017	2	171015	AT&T/SBC	VOID		
06/12/2017	2	171016	BBC	BERNARD BUILDING CENTER	MA PEST/WEED CONTROL SPRAY/LIGHT BULBS/L	45.45

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/12/2017	2	171017	DUNC L	LISA DUNCAN	CF DELL USB DRIVE	32.92
					CF POSTAGE	9.80
						<u>42.72</u>
06/12/2017	2	171018	FAIR M	MICHAEL FAIRCHILD	IS CELL REIMBURSEMENT MAY 2017	45.00
					IS CELL REIMBURSEMENT APR 2017	45.00
						<u>90.00</u>
06/12/2017	2	171019	FRAZ D	DANIEL FRASIER	PC SA SPEAKER FEE	50.00
06/12/2017	2	171020	HOME	HOME CONFINEMENT	SD HOME CONFINEMENT BUNKER/HORN/PITKAVIS	747.00
06/12/2017	2	171021	JACK R	JACK RIPPER & ASSOCIATES	SD MARINE NO WAKE SIGNS (7)	245.00
06/12/2017	2	171022	MEMBER	STRAITSLAND RESORTER	VA VETERANS MEMBERSHIPS/SUBSCRIPTIONS	30.00
06/12/2017	2	171023	MISC	DAVID OR KAREN KINSER	CCM 50% REFUND OF SEASONAL DOCKAGE DIFF	765.00
06/12/2017	2	171024	MOD PHAR	MODERN PHARMACY	SDJ INMATE MEDICATIONS MAY 2017	110.60
06/12/2017	2	171025	NYE	NYE UNIFORM COMPANY	SD JACKET - MATT LACROSS	239.85
					SD SHIRTS/JACKET - DEAN TEBO	352.00
					SD SHIRTS - JOHN SUPERNULT	85.00
					SD SHIRTS MATT LACROSS	141.89
						<u>818.74</u>
06/12/2017	2	171026	OFF DEPOT	OFFICE DEPOT	SD ENVELOPES	108.91
					SD WIRELESS MOUSE	46.98
						<u>155.89</u>
06/12/2017	2	171027	OMS	OMS COMPLIANCE SERVICES INC	AD PRE EMPLOYMENT DRUG TEST DEGUZMAN	79.50
06/12/2017	2	171028	PAAM	PAAM	PA PAAM 2018 MEMBERSHIP DUES & LICENSING	4,486.00
06/12/2017	2	171029	PITNEY-SUP	PITNEY BOWES INC	MA INK CARTRIDGE FOR POSTAGE MACHINE	169.99
06/12/2017	2	171030	ROBIADEK	ROBIADEK & SONS EXCAVATING INC	MA BLACK DIRT FOR GROUNDS REPAIR	230.00
06/12/2017	2	171031	ROTARY	CHEBOYGAN ROTARY	AD MEMBERSHIP DUES 7/1/17 - 6/30/18	180.00
06/12/2017	2	171032	RWS	REPUBLIC SERVICES #239	MA TRASH REMOVAL MAY 2017	553.32
06/12/2017	2	171033	SPIES-CF	SPIES AUTO PARTS & TIRE	FG BATTERY TEST CLIP/ SPARK PLUG	13.16
06/12/2017	2	171034	SPIES-RC	SPIES AUTO PARTS & TIRE	RC ANTIFREEZE	53.96
06/12/2017	2	171035	TPS	TAYLOR POWER & SUPPLY	FG GENERATOR REPAIR	64.00
06/12/2017	2	171036	WEST-PA	THOMSON REUTERS - WEST	PA LIBRARY PLAN CHARGES 5/5- 6/4/17	53.58
06/12/2017	2	171037	WOE	WILLIAMS OFFICE EQUIPMENT	IS COPY MAINTENANCE AGREEMENT JUN 17	1,513.42
06/12/2017	2	171038	AT&T-SRR	AT&T	SRR PHONE SERVICE 4/29 - 5/28/17	120.66
06/12/2017	2	171039	AT&T-SRR	AT&T	SRR PHONE SERVICE 4/29 - 5/28/17	43.97
06/12/2017	2	171040	CALS	CAL'S MOBILE HEAVY EQUIPMENT	SRR BUS #116 FULL SERVICE/ ROTATE TIRES	422.32
					SRR BUS #509 FULL SERVICE/ REPLACE AIR D	1,936.13
					SRR BUS #112 REPLACE BACKUP ALARM/ CLEAN	182.90
					SRR BUS #302 BI-ANNUAL INSPECTION/ REPLA	391.75
					SRR BUS #309 NOISE IN FRT OF ENGINE/REPL	1,011.41
					SRR CAR #8711 A/C RECHARGE	82.45
						<u>4,026.96</u>
06/12/2017	2	171041	CAS-TRAN	CHEBOYGAN AREA SCHOOLS	SRR DIESEL FUEL CHARGES MAY 2017	5,838.34
06/12/2017	2	171042	NOF	NATIONAL OFFICE PRODUCTS	SRR (3) STAMPS - COMPLETED, EMAILED, DPS	32.40
06/12/2017	2	171043	OMS	OMS COMPLIANCE SERVICES INC	SRR DOT PRE EMPLOYMENT DRUG TEST #3478 B	77.50
					SRR DOT ALCOHOL RANDOM SALLY NASH	45.00
						<u>122.50</u>
06/12/2017	2	171044	OPEC	OPEC RADIO COMMUNICATIONS	SRR BUS #302 REPAIR ANTENNA	120.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/12/2017	2	171045	QCMC	QUICK CARE MEDICAL CENTER	SRR DOT PHYSICAL EDWARD BARR	105.00
					SRR DOT PHYSICAL FREDERICK MARTINDALE	105.00
						<u>210.00</u>
06/12/2017	2	171046	SPIES-SRR	SPIES AUTO PARTS & TIRE	SRR CAR #8711 INSTALL VALVE STEM	7.50
					SRR BUNGEE STRAPS & RATCHET STRAPS FOR B	79.32
						<u>86.82</u>
06/12/2017	2	171048	CULB K	KYLE CULBERTSON	PC REIMBURSE TRAVEL/LODGING/MEALS - GAYL	13.53
06/12/2017	2	171049	GEWY	YOUNG, GRAHAM, ELSENHEIMER	AD LEGAL SERVICES THRU 5/31/17	2,495.50
06/12/2017	2	171050	HART D	DENISE HART	PC REIMBURSE TRAVEL/LODGING/MEALS - GAYL	12.71
06/12/2017	2	171051	PNC VISA	PNC BANK	PC BRIDGE CARD/ FRAMES FOR GRADUATION	105.96
06/12/2017	2	171052	PNC VISA	PNC BANK	FN VISA CHARGES THRU 5/19/17	2,102.06
06/12/2017	2	171053	PNC VISA	VOID		
06/12/2017	2	171054	TELE-RAD	TELE-RAD INC	SD MCT, PANASONIC CF-3113	3,594.24
06/12/2017	2	171055	WEST-PC	THOMSON REUTERS - WEST	PC LIBRARY PERIODICALS	56.06
06/13/2017	2	171047	CARNATION	CARNATION RESTAURANT	SDJ INMATE FOOD 7284 @ 3.40 & ENSURE/CRA	25,039.91
06/14/2017	2	171056	ALLPHASE	ALL-PHASE	MA BULBS	651.52
					MA DEFECTIVE LAMP/ 120-277V LED TUBE	1,375.00
					MA BULBS & PARTS TO CONVERT CIRCUIT COUR	287.84
						<u>2,314.36</u>
06/14/2017	2	171057	BOLINGER	ROBERT R BOLINGER	BOC COMMISSIONER MILEAGE 6/13/17	10.70
06/14/2017	2	171058	BROWN C	CHRISTOPHER BROWN	BOC COMMISSIONER MILEAGE 6/13, 6/5, 6/1/	80.25
06/14/2017	2	171059	CALS	CAL'S MOBILE HEAVY EQUIPMENT	SRR BUS #309 NOISE IN ENGINE/REPLACE AIR	1,011.41
					SRR BUS#112 REPLACE BACKUP ALARM/ CLEAN	182.90
					SRR BUS#302 BI-ANNUAL INSPECTION/REPLACE	391.75
					SRR BUS#116 FULL SERVICE & BI-ANNUAL INS	422.32
					SRR BUS#509 REPLACE AIR DRYER/FULL SERVI	1,936.13
						<u>3,944.51</u>
06/14/2017	2	171060	CARD	CARDMEMBER SERVICE	SD CARD SERVICES MAY 2017	4,108.53
06/14/2017	2	171061	CARD	VOID		
06/14/2017	2	171062	DANI K	KAREN DANIEL	PC GUARDIANSHIP REVIEW WISSMILLER, BESSEY	201.13
06/14/2017	2	171063	DSSI	DRUG SCREEN SOLUTIONS INC	PC SAYPA 8 PANEL DRUG TEST	830.24
					PC COURT ORDERED SERVICES - 8 PANEL DRUG	830.24
						<u>1,660.48</u>
06/14/2017	2	171064	EMMET DPW	EMMET COUNTY DPW	RC MONTHLY RECYCLING FEES/TIPPING FEE JU	7,486.15
06/14/2017	2	171065	GOUJ C	CAL GOUJNE	BOC COMMISSIONER MILEAGE 6/13/17	3.75
06/14/2017	2	171066	MATE R	ROBERTA MATELSKI	BOC COMMISSIONER MILEAGE 6/13/17	27.82
06/14/2017	2	171067	NEWM M	MICHAEL NEWMAN	BOC COMMISSIONER MILEAGE 6/13/17	4.82
06/14/2017	2	171068	OFF DEPOT	OFFICE DEPOT	PC DESKPAD, HIGHLIGHTER, CLIPS, CALCULATOR,	56.36
06/14/2017	2	171069	PITNEY	PITNEY BOWES LEASE	FN MAIL MACHINE LEASE	1,460.10
06/14/2017	2	171070	SANG R	RICHARD SANGSTER	BOC COMMISSIONER MILEAGE 6/13/17	0.64
06/14/2017	2	171071	SPIES-SRR	SPIES AUTO PARTS & TIRE	SRR CAR # 8711 A/C RECHARGE	82.45
06/14/2017	2	171072	TREAS	CHEBOYGAN COUNTY TREASURER	PC SAYPA BUS AIDE MAY 2017	670.96
06/14/2017	2	171073	TREAS	CHEBOYGAN COUNTY TREASURER	PC SAYPA TRANSPORTATION FEE MAY 2017	3,850.00
06/14/2017	2	171074	WALLACE	JOHN WALLACE	BOC COMMISSIONER MILEAGE 6/13/17 + 8 MOR	264.83
06/14/2017	2	171075	WEST-PC	THOMSON REUTERS - WEST	PC LIBRARY PERIODICALS	20.34
06/14/2017	2	171076	JURY CC	LORNA MORROW	CC JURY SELECTION 6/13/17	27.06
06/14/2017	2	171077	JURY CC	SUSAN SUMA	CC JURY SELECTION 6/13/17	18.22
06/14/2017	2	171078	JURY CC	KATHLEEN MCCALL	CC JURY SELECTION 6/13/17	20.30
06/14/2017	2	171079	JURY CC	MITCHEL ANDREWS	CC JURY SELECTION 6/13/17	13.54

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 06/01/2017 - 06/30/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/14/2017	2	171080	JURY CC	PATRICIA LANGE	CC JURY SELECTION 6/13/17	22.90
06/14/2017	2	171081	JURY CC	MAZIE HIAR	CC JURY SELECTION 6/13/17	13.54
06/14/2017	2	171082	JURY CC	THOMAS ANDERSON	CC JURY SELECTION 6/13/17	13.54
06/14/2017	2	171083	JURY CC	WALTER MORRIS	CC JURY SELECTION 6/13/17	13.54
06/14/2017	2	171084	JURY CC	ASHLEY CLYMER	CC JURY SELECTION 6/13/17	17.70
06/14/2017	2	171085	JURY CC	MARY HEBERT	CC JURY SELECTION 6/13/17	13.02
06/14/2017	2	171086	JURY CC	MATHEW BOYD	CC JURY SELECTION 6/13/17	34.86
06/14/2017	2	171087	JURY CC	DAVID BECK	CC JURY SELECTION 6/13/17	15.62
06/14/2017	2	171088	JURY CC	TERRI COMPS	CC JURY SELECTION 6/13/17	20.30
06/14/2017	2	171089	JURY CC	BRENDA DODD	CC JURY SELECTION 6/13/17	18.74
06/14/2017	2	171090	JURY CC	AUSTIN LYONS	CC JURY SELECTION 6/13/17	15.10
06/14/2017	2	171091	JURY CC	STEPHEN SWADLING	CC JURY SELECTION 6/13/17	20.30
06/14/2017	2	171092	JURY CC	DEBRA HALL	CC JURY SELECTION 6/13/17	21.34
06/14/2017	2	171093	JURY CC	RAND DEMPSEY	CC JURY SELECTION 6/13/17	26.54
06/14/2017	2	171094	JURY CC	TERRY FRANZ	CC JURY SELECTION 6/13/17	15.10
06/14/2017	2	171095	JURY CC	JUDY HURSH	CC JURY SELECTION 6/13/17	20.30
06/14/2017	2	171096	JURY CC	MARY JO CROFF	CC JURY SELECTION 6/13/17	23.42
06/14/2017	2	171097	JURY CC	ZACKERY KNIGHT	CC JURY SELECTION 6/13/17	20.30
06/14/2017	2	171098	JURY CC	TRACI WILSON	CC JURY SELECTION 6/13/17	13.02
06/14/2017	2	171099	JURY CC	AMANDA BAKER	CC JURY SELECTION 6/13/17	23.42
06/14/2017	2	171100	JURY CC	DENISE LEMORIE	CC JURY SELECTION 6/13/17	13.54
06/14/2017	2	171101	JURY CC	JANIS CORYELL	CC JURY SELECTION 6/13/17	30.70
06/14/2017	2	171102	JURY CC	DARIA KNYZEWSKI	CC JURY SELECTION 6/13/17	13.54
06/14/2017	2	171103	JURY CC	ALYSHA GORLEWSKI	CC JURY SELECTION 6/13/17	16.40
06/14/2017	2	171104	JURY CC	MARIE BARTLETT	CC JURY SELECTION 6/13/17	19.26
06/14/2017	2	171105	JURY CC	HUNTER MOORE	CC JURY SELECTION 6/13/17	13.54
06/14/2017	2	171106	JURY CC	HOLLY STAMOUR	CC JURY SELECTION 6/13/17	28.10
06/14/2017	2	171107	JURY CC	BEVERLY HOEPPNE	CC JURY SELECTION 6/13/17	20.30
06/14/2017	2	171108	JURY CC	CAROL HAVLENA	CC JURY SELECTION 6/13/17	21.86
06/14/2017	2	171109	JURY CC	DUSTIN WALDIE	CC JURY SELECTION 6/13/17	35.90
06/14/2017	2	171110	JURY CC	JACQUELINE LUTTRELL	CC JURY SELECTION 6/13/17	15.10
06/14/2017	2	171111	JURY CC	KIM SPERL	CC JURY SELECTION 6/13/17	16.14
06/14/2017	2	171112	JURY CC	LORI FISH	CC JURY SELECTION 6/13/17	14.06
06/14/2017	2	171113	JURY CC	STEVEN ALDRICH	CC JURY SELECTION 6/13/17	14.06
06/14/2017	2	171114	JURY CC	PETER DOBROWOLSKI	CC JURY SELECTION 6/13/17	13.02
06/14/2017	2	171115	JURY CC	KATHY BLACK	CC JURY SELECTION 6/13/17	28.10
06/14/2017	2	171116	JURY CC	JOSEPH CURTISS	CC JURY SELECTION 6/13/17	18.74
06/14/2017	2	171117	JURY CC	WILLEM VANTIELEN	CC JURY SELECTION 6/13/17	15.10
06/14/2017	2	171118	JURY CC	JAMES REIGHARD	CC JURY SELECTION 6/13/17	22.90
06/14/2017	2	171119	JURY CC	TAMAR NEWMAN	CC JURY SELECTION 6/13/17	18.74
06/14/2017	2	171120	JURY CC	VINCENT HILLESHEIM	CC JURY SELECTION 6/13/17	17.18
06/14/2017	2	171121	JURY CC	SHAWN BUNKER	CC JURY SELECTION 6/13/17	25.50
06/14/2017	2	171122	ABE	AUTOMATED BUSINESS EQUIPMENT	EQ SECAP FOLDER/SEALER SERVICE CONTRACT	1,200.00
06/14/2017	2	171123	ADVANCE-SD	ADVANCE AUTO PARTS	SD LIGHT REPAIR, BOAT CLEANER SD SEAFOAM-FOR MOTORS	46.98 17.99
						<u>64.97</u>
06/14/2017	2	171124	BOB BARKER	BOB BARKER COMPANY INC	SDJ INMATE SUPPLIES-PADS, RAZORS, LAUNDRY	365.18
06/14/2017	2	171125	CDT-PZ	CHEBOYGAN DAILY TRIBUNE	PZ ADVERTISING	195.60
06/14/2017	2	171126	CULLIGAN	MCCARDEL CULLIGAN-PETOSKEY	CC JURY ROOM WATER	56.00
06/14/2017	2	171127	GABRIDGE	GABRIDGE & COMPANY PLC	FN FINAL BILLING-FINANCIAL AUDIT 2016	10,650.00
06/14/2017	2	171128	KSS	KSS ENTERPRISES	MA TRIGGER SPRAYER, BOWL CLEANER, ROLL T MA CAN LINERS (SIZES 33 GAL, 50 GAL) MA EXTRA HEAVY CAN LINERS - 50 GAL MA (2) CAR WASH & WAX (5 GAL) MA BOWL CLEANER, CLEAR CAN LINERS, DRAIN C	273.75 124.35 163.40 144.65 <u>672.61</u>
						1,378.76

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/14/2017	2	171129	MICKEYS	MICKEY'S MINI MART	CC DC DONUTS - DRUG COURT GRADUATION	19.98
06/14/2017	2	171130	MOW	MICHIGAN OFFICEWAYS INC	FOC OFFICE SUPPLIES-POST IT NOTES, FLAGS	36.74
06/14/2017	2	171131	NOP	NATIONAL OFFICE PRODUCTS	CC OFFICE SUPPLIES-ENVELOPES, PEN REPLAC CC OFFICE CHAIR	73.71 439.00
						512.71
06/14/2017	2	171132	OFF DEPOT	OFFICE DEPOT	SD FOLDERS SD PENS	24.99 12.08
						37.07
06/14/2017	2	171133	RDIC	RIVERTOWN DO-IT CENTER	MA ANGLE BROOM, #25 TORX BIT MA GLD S/G OIL MA SUPPLIES- S/G ULTRA WHT MA GORILLA EPOXY, WHT SILC-ACRYL CAULK MA BACKPACK SPRAYER, MAX WEED-B-GON SPRY MA PREEN WEED PREVENTER MA CRIMP TOOL & RINGS, COUPLING, ELBOW, S MA CCM PLUMBING REPAIR MA SUPPLIES CREDIT	26.08 38.99 16.99 11.87 134.98 17.99 140.28 106.03 (36.85)
						456.36
06/14/2017	2	171134	RDIC	VOID		
06/14/2017	2	171135	SPARTAN	SPARTAN STORES LLC	CC MISC CHARGES/JURORS	57.13
06/14/2017	2	171136	WEST-FOC	THOMSON REUTERS - WEST	FOC MI FAMILY LAW & RULES 2017 PAMPHLET	230.00
06/15/2017	2	171137	ASHB C	CYNTHIA E EBERLY	PC CELL PHONE REIMBURSEMENT JUNE 2017	45.00
06/15/2017	2	171138	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	AD PUBLIC NOTICE BOC MEETING MINUTES/ SP AD HELP WANTED/ BOC DISTRICT 5	105.95 783.20
						889.15
06/15/2017	2	171139	DEAN	NANCY B DEAN	PC COURT APPT ATTY D.& J. GERMANY	150.00
06/15/2017	2	171140	MACARTHUR	TIMOTHY MACARTHUR	PC COURT APPT ATTY GERMANY, DESTINY & JA	150.00
06/15/2017	2	171141	SECURUS	SECURUS TECHNOLOGIES	SDJ INMATE PHONE USAGE CHARGES MAY 2017	4,586.51
06/15/2017	2	171142	STELLAR	STELLAR SERVICES	SDJ INMATE SUPPLIES-COMMISSARY SDJ INMATE SUPPLIES-INDIGENT SDJ INMATE SUPPLIES-COMMISSARY SDJ INMATE SUPPLIES-SNACK PACKS	892.49 6.78 1,060.13 670.00
						2,629.40
06/15/2017	2	171143	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS PE 6/10/	137,549.07
06/15/2017	2	171144	WHEELER	WHEELER MOTORS INC	SD TIRE/OIL CHANGE SD TIRE REPAIR SD OIL CHANGE/TIRE ROTATE SD HUB/BULB SD OIL CHANGE/ TIRE ROTATE SD OIL CHANGE SD OIL CHANGE/BULB	136.53 13.48 29.00 280.17 29.00 16.95 19.16
						524.29
06/15/2017	2	171145	BRSG	BLACK RIVER SAND & GRAVEL	FG EXCAVATION WORK ON GRANDSTAND & RACE	2,000.00
06/15/2017	2	171146	BLARNEY	BLARNEY CASTLE OIL COMPANY	CCM PURCHASE 3800 GALLONS GAS & 3398 GAL	17,123.73
06/15/2017	2	171147	CUMMINS	CUMMINS BRIDGEWAY	MA GENERATOR REPAIR AND SERVICE	2,020.59
06/15/2017	2	171148	GRAINGER	WW GRAINGER	MA SLIDE LATCH/ CONCAVE DOOR STOP, REPLA	107.84
06/15/2017	2	171149	INK & TONE	INK & TONER ALTERNATIVE	CR TONER (LJP1505, P1505N, M1522N)	109.98

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/15/2017	2	171150	JMS	JUDICIAL MANAGEMENT SYSTEM	DC BLOCK PAYMENT FOR CASES OF TXGD STATU	120.00
06/15/2017	2	171151	NMIDS	NORTHERN MI IND DRUG SCREEN LLC	DC DRUG TEST REIMBURSEMENT-DERRICK FRAN	16.00
06/15/2017	2	171152	NORCHEM	NORCHEM DRUG TESTING	DC DRUG TESTING	15.90
					DC DRUG TESTING	24.85
					DC DRUG TESTING	40.75
					DC DRUG TESTING	7.95
					DC DRUG TESTING	(19.45)
						70.00
06/15/2017	2	171153	NSG	NORTH STAR GARDENS	MA MULCH FOR LANDSCAPING AROUND BUILDING	420.00
06/15/2017	2	171154	OFF DEPOT	OFFICE DEPOT	DC STAPLER, FLAGS, FRAME, 2 HOLE PUNCH, DC YELLOW 1 INCH FLAGS	171.75 18.37
						190.12
06/15/2017	2	171155	ROSE EXT	ROSE EXTERMINATOR	MA PEST CONTROL	70.00
06/15/2017	2	171156	SELI D	DALE SELIN	DC LUNCH REIMBURSEMENT- GRAYLING - PROBA	6.33
06/15/2017	2	171157	WEST-DC	THOMSON REUTERS - WEST	DC LIBRARY PLAN 5/5/17 - 6/4/17	13.89
06/16/2017	2	171158	MISC-PA	E. MICHAEL MCNAMARA	PA MILEAGE REIMBURSEMENT PETOSKEY TO CHE	39.06
06/16/2017	2	171159	MISC-PA	MICHAEL SCHUITEMA	PA MILEAGE REIMBURSEMENT PETOSKEY TO CHE	39.06
06/19/2017	2	171160	BURIAL	DOUG DEETER	VA VETERANS BURIAL EXPRESS-DAVE DEETER	300.00
06/19/2017	2	171161	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030339863 5/11- 6/12/17	819.44
06/19/2017	2	171162	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030390080 5/11 - 6/12/17	462.22
06/19/2017	2	171163	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030390270 5/11- 6/12/17	95.89
06/19/2017	2	171164	INK & TONE	INK & TONER ALTERNATIVE	EQ HP TONER - BLACK INK	139.99
06/19/2017	2	171165	BBC	BERNARD BUILDING CENTER	CCM PAINT SUPPLIES, LIGHT BULBS, SHOWER	194.25
06/19/2017	2	171166	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT:1000 4532 8463	21.36
06/19/2017	2	171167	PIE&G	PRESQUE ISLE ELECTRIC & GAS	RC SECURITY LIGHT ACCT: 9465900000	15.64
06/19/2017	2	171168	WHEELER	WHEELER MOTORS INC	SRR CAR# 8711 OIL CHANGE & CHECK A/C	143.89
06/20/2017	2	171169	BLARNEY	BLARNEY CASTLE OIL COMPANY	FG DIESEL FUEL 89 GALLONS	184.19
06/20/2017	2	171170	GABRIDGE	GABRIDGE & COMPANY PLC	SRR BILLING FOR 2016 AUDIT	2,000.00
06/20/2017	2	171171	MEMBER	NORTHEAST MICH. ASSESSORS ASSOC.	EQ NEMAA- MI ASSESSORS ASSOC MEMBERSHIP	15.00
06/20/2017	2	171172	MGT	MGT OF AMERICA INC	PA DNS-286 BILLINGS & TIME LOGS MAY-JUN	1,551.50
06/20/2017	2	171173	TPS	TAYLOR POWER & SUPPLY	MA 2 MOWER BLADES & CARBURETOR KIT FG 6 PK HP MIX	58.55 14.79
						73.34
06/21/2017	2	171174	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #1525157 5/1/17 - 5/31/17	599.44
06/21/2017	2	171175	CLERK	CHEBOYGAN COUNTY CLERK	PZ REGISTER/DISCHARGE/MORTGAGE #H97-048	30.00
06/21/2017	2	171176	FERN FORD	FERNELIUS FORD LINCOLN	AD VERIFY EXHAUST LEAK-2008 CROWN VICTOR	143.10
06/21/2017	2	171177	ICC	INTERNATIONAL CODE COUNCIL INC	CD '15 MICH RESIDENTIAL & PLUMBING CODE CD FREIGHT ONLY ON RETURNED ITEM - '15 I CD CODE BOOK TABS	209.00 10.00 37.00
						256.00
06/21/2017	2	171178	INK & TONE	INK & TONER ALTERNATIVE	AD (2) PRINTER TONERS	154.98
06/21/2017	2	171179	MGT	MGT OF AMERICA INC	FOC DHS-286 BILLINGS APR-JUN 2017	1,369.50
06/21/2017	2	171180	MISC	KELLY SERVICES, INC.	CD INSPECTION TRAVEL FILL IN INSPECTOR-	1,158.75
06/21/2017	2	171181	MISC	EMMET COUNTY	CD INSPECTION TRAVEL FILL IN INSPECTOR-E	950.00
06/21/2017	2	171182	NOP	NATIONAL OFFICE PRODUCTS	CF INK CARTRIDGE	72.63
06/21/2017	2	171183	SAP	STRAITS AREA PRINTING	CF PLACEMAT ADS-ALICE'S & THIS OLD HOUSE	280.00
06/21/2017	2	171184	STYF	SAULT TRIBE YOUTH FACILITY	DHS CC #5333548 5/1/17 - 5/31/17	2,040.00
06/21/2017	2	171185	WAIT J	JONI WAIT	DHS CC #4030266 5/21/17 - 6/3/17	241.36
06/21/2017	2	171186	WAIT J	JONI WAIT	DHS CC #2181374 5/21/17-6/3/17	241.36
06/21/2017	2	171187	WHS	WOLVERINE HUMAN SERVICES	DHS CC #5333548 5/18/17-5/21/17	1,257.80
06/21/2017	2	171188	CDT CC	CHEBOYGAN DAILY TRIBUNE	CC FOC NOTICE FOR ANNUAL REVIEW	65.20

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/21/2017	2	171189	CHARTER	CHARTER COMMUNICATIONS	SDJ INMATE CABLE 8245122670006820	112.62
06/21/2017	2	171190	DH #4	DISTRICT HEALTH DEPT #4	SDJ INMATE NURSING VISITS MAY 2017	3,900.00
06/21/2017	2	171191	HOME	HOME CONFINEMENT	SD HOME CONFINEMENT BUNKER, HORN, PITKAV	603.00
06/21/2017	2	171192	KORTZ	KARI KORTZ	FN MILEAGE TO PETOSKEY & 3 MONTHS CELL P	175.66
06/21/2017	2	171193	NMIDS	NORTHERN MI IND DRUG SCREEN LLC	CC DGC DRUG TESTING MAY 2017	356.00
06/21/2017	2	171194	NOP	NATIONAL OFFICE PRODUCTS	CC OFFICE SUPPLIES- CHAIRS	198.46
					CC OFFICE SUPPLIES - CHAIR	167.69
					SRR ZBT01 EMBOSSE	46.00
						<u>412.15</u>
06/21/2017	2	171195	OFF DEPOT	OFFICE DEPOT	SD OFFICE SUPPLIES - TONER	119.07
					CC MARKERS, PENS, KEYBOARD PAD	28.82
						<u>147.89</u>
06/21/2017	2	171196	OHEN D	DANIEL L OHENLEY	FN RC MILEAGE TO GAYLOR - 100 MILES ROUN	53.50
06/21/2017	2	171197	STELLAR	STELLAR SERVICES	SDJ INMATE SUPPLIES-COMMISSARY	928.63
					SDJ INMATE SUPPLIES - COMMISSARY	125.91
					SDJ INMATE SUPPLIES- INDIGENT	1.26
						<u>1,055.80</u>
06/21/2017	2	171198	STRA P	STRAITSLAND PUBLISHING	CC FRIEND OF THE COURT NOTICE 5/25/17	26.10
06/21/2017	2	171199	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN CHARGES 5/5 - 6/4/17	69.95
06/21/2017	2	171200	WEST-LL	THOMSON REUTERS - WEST	LL WEST INFORMATION CHARGES MAY 2017	776.05
06/21/2017	2	171201	WEST-LL	THOMSON REUTERS - WEST	LL LIBRARY PLAN CHARGES 5/5 - 6/4/17	299.17
06/23/2017	2	171202	CAS	CHEBOYGAN AREA SCHOOLS	TR NATIONAL COMMERCIAL FOREST DUE SCHOOL	25.70
06/23/2017	2	171203	CHEB	CITY OF CHEBOYGAN	FG/RC WATER USAGE 3/1/17 -5/31/17	247.75
06/23/2017	2	171204	CONSUMERS	CONSUMERS ENERGY	MA DRB ELECTRIC 1030-0353-9980 5/18- 6/1	1,008.27
06/23/2017	2	171205	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT 100026019925	50.67
06/23/2017	2	171206	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT 100000107183 5/18- 6/18	6,436.03
06/23/2017	2	171207	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT 100029199252 5/11- 6/11	22.57
06/23/2017	2	171208	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT 100027732369 5/10- 6/8/	106.44
06/23/2017	2	171209	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT 100000163434 5/1- 5/31/	14.26
06/23/2017	2	171210	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACT 100032118323 5/15- 6/13/	26.96
06/23/2017	2	171211	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT 100032117473 5/15- 6/13	25.03
06/23/2017	2	171212	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT100032117523 5/15- 6/13/	46.14
06/23/2017	2	171213	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT 100045025812 5/15- 6/13	22.84
06/23/2017	2	171214	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT 100032117358 5/15- 6/13	106.81
06/23/2017	2	171215	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT 100032117309 5/15- 6/1	88.35
06/23/2017	2	171216	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT 100000225340 5/1- 5/31/	21.36
06/23/2017	2	171217	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT 100032117416 5/15- 6/1	53.95
06/23/2017	2	171218	DELRIDGE	DELRIDGE CORPORATION	FOC MICHIGAN COURT FORMS	68.95
06/23/2017	2	171219	DTE	DTE ENERGY	MA DRB GAS ACCT 456433900010 5/10- 6/8/1	51.38
06/23/2017	2	171220	DTE	DTE ENERGY	MA GAS ACCT 910021270764 5/9- 6/9/17	781.99
06/23/2017	2	171221	DTE	DTE ENERGY	FG GAS ACCT 910021270475 5/10- 6/8/17	93.05
06/23/2017	2	171222	GRANT	GRANT TOWNSHIP	TR NATIONAL COMMERCIAL FOREST DUE TOWNSH	8.56
06/23/2017	2	171223	MERCER	MERCER	CCM REPAIR/REPLACE MECHANICAL COMPUTER O	362.50
06/23/2017	2	171224	MSHC	MACKINAW STRAITS HEALTH CENTER	AD PRE-EMPLOYMENT PHYSICAL WINTERS DOS 5	81.00
06/23/2017	2	171225	ROSE EXT	ROSE EXTERMINATOR	MA PEST CONTROL -RATE INCREASE	1.00
					MA PEST CONTROL - RATE INCREASE	1.00
						<u>2.00</u>
06/23/2017	2	171226	SANG R	RICHARD SANGSTER	BOC COMMISSIONER MILEAGE 5/23, 5/24, 6/2	214.00
06/23/2017	2	171227	WEST-CR	THOMSON REUTERS - WEST	CR LIBRARY PLAN CHARGES 5/5-6/4/17	4.46
06/26/2017	2	171228	BARTLETT	STUART BARTLETT	PZ COMMISSION MTG 6/7 & 6/21/17	107.82

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					PZ SITE VISITS 6/5 & 6/19/17	134.57
						<u>242.39</u>
06/26/2017	2	171229	BOHL K	KERI BOHL	EQ REIMBURSE LUNCH & BRIDGE FARE FOR TR	42.06
06/26/2017	2	171230	BOROWICZ	HAROLD BOROWICZ	PZ COMMISSION MTG 6/7 & 6/21/17 PZ SITE VISIT 6/6/17	97.12 63.01
						<u>160.13</u>
06/26/2017	2	171231	CALS	CAL'S MOBILE HEAVY EQUIPMENT	SRR BUS #509 REPLACE AIR DRYER, AIR GOVE SRR BUS #409 FULL SERVICE & TRANS FILTER SRR BUS #309 FULL SERVICE CLUTCH FAN THE	1,321.08 387.00 1,979.26
						<u>3,687.34</u>
06/26/2017	2	171232	CHARTER	CHARTER COMMUNICATIONS	CCM PHONE ACCT: 8245122670084508 6/29-	209.94
06/26/2017	2	171233	CHUR S	STEPHEN CHURCHILL	PZ COMMISSION MTG 6/7 & 6/21/17 PZ SITE VISITS 6/7 & 6/21/17	109.96 140.46
						<u>250.42</u>
06/26/2017	2	171234	CROF P	PATTY CROFT	PZ COMMISSION MTG 6/7 & 6/21/17 PZ SITE VISITS 6/7 & 6/21/17	144.20 80.00
						<u>224.20</u>
06/26/2017	2	171235	FERN FORD	FERNELIUS FORD LINCOLN	CD ESCAPE #8 - OIL CHANGE	33.44
06/26/2017	2	171236	FOP	FRATERNAL ORDER OF POLICE	CCM FOP ADVERTISING	175.00
06/26/2017	2	171237	FREESE	CHARLES FREESE	PZ COMMISSION MTG 6/7 & 6/21/17 PZ SITE VISITS 6/5 & 6/19/17	139.92 104.08
						<u>244.00</u>
06/26/2017	2	171238	KAVANAUGH	MICHAEL KAVANAUGH	PZ COMMISSION MTG 6/7 & 6/21/17 PZ SITE VISITS 6/2 & 6/17/17	94.98 106.75
						<u>201.73</u>
06/26/2017	2	171239	LYON S	SHARON LYON	PZ COMMISSION MTG 6/7/17 PZ SITE VISIT 6/7/17	68.89 64.61
						<u>133.50</u>
06/26/2017	2	171240	NOP	NATIONAL OFFICE PRODUCTS	CD ENVELOPES, RUBBERBANDS, STAPLES	31.54
06/26/2017	2	171241	OFF DEPOT	OFFICE DEPOT	TR SELF INKING NOTARY	50.38
06/26/2017	2	171242	OSTWALD	CHARLES OSTWALD	PZ COMMISSION MTG 6/7/17 PZ SITE VISIT 6/7/17	51.77 63.54
						<u>115.31</u>
06/26/2017	2	171243	SPEEDWAY	SPEEDWAY SUPER AMERICA LLC	SRR FUEL CHARGES 5/18- 6/19/17	467.09
06/26/2017	2	171244	WERNER	WERNER PLUMBING & HEATING	HS #H-2016-367 INSTALL NEW HOT WATER HEA	917.53
06/26/2017	2	171245	CCE	CCE CENTRAL DISPATCH AUTHORITY	FN 4% SURCHARGE COLLECTED APRIL-MAY 2017	175.31
06/27/2017	2	171246	BROWN C	CHRISTOPHER BROWN	BOC COMMISSIONER MILEAGE 6/13 & 6/14/17	36.38
06/27/2017	2	171247	CHARTER	CHARTER COMMUNICATIONS	FG/RC PHONE JULY 2017	144.94
06/27/2017	2	171248	CHARTER	CHARTER COMMUNICATIONS	IS INTERNET SERVICE 6/24- 7/23/17	99.98
06/27/2017	2	171249	FOREST	FOREST TOWNSHIP	TR NATIONAL COMMERCIAL FOREST DUE TOWNSH	735.07
06/27/2017	2	171250	GASLIGHT	GASLIGHT MEDIA	IS MONTHLY WEBSITE HOSTING & SEARCH ENGI	150.00

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 06/01/2017 - 06/30/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/27/2017	2	171251	ILS	INLAND LAKES SCHOOLS	TR NATIONAL COMMERCIAL FOREST DUE TOWNSH	52.30
06/27/2017	2	171252	NOP	NATIONAL OFFICE PRODUCTS	MA LIQUID WHITE OUT	4.34
06/27/2017	2	171253	NUNDA	NUNDA TOWNSHIP	TR NATIONAL COMMERCIAL FOREST DUE TOWNSH	43.54
06/27/2017	2	171254	OAS	ONAWAY AREA SCHOOLS	TR NATIONAL COMMERCIAL FOREST DUE TOWNSH	2,205.20
06/27/2017	2	171255	WALKER	WALKER TOWNSHIP	TR NATIONAL COMMERCIAL FOREST DUE TOWNSH	17.44
06/27/2017	2	171256	WCS	WOLVERINE COMMUNITY SCHOOLS	TR NATIONAL COMMERCIAL FOREST DUE TOWNSH	130.63
06/27/2017	2	171257	BOLINGER	ROBERT R BOLINGER	BOC COMMISSIONER MILEAGE 6/27/17	10.70
06/27/2017	2	171258	GOUI C	CAL GOUINE	BOC COMMISSIONER MILEAGE 19 DATED 4/19/1	149.28
06/27/2017	2	171259	MATE R	ROBERTA MATELSKI	BOC COMMISSIONER MILEAGE 6/8. 6/12, 6/13	68.48
06/27/2017	2	171260	NEWM M	MICHAEL NEWMAN	BOC COMMISSIONER MILEAGE 9 DATES 6/5/17	370.77
06/27/2017	2	171261	TEEZ2DAY	CHAD SOCOLOVITCH	SAYPA WORK CREW SHIRTS (14)	112.00
06/27/2017	2	171262	WALLACE	JOHN WALLACE	BOC COMMISSIONER MILEAGE 6/27/17	26.75
06/27/2017	2	171263	JUIL D	DOMINIC JUILLET	VA INSTALLATION OF BURIAL MARKERS - RICH	80.00
06/27/2017	2	171264	SIMMONS	GEORGE SIMMONS	HS GRANT (CDBG) PROGRAM INCOME/CONTRACTO	18,180.00
06/28/2017	2	171265	JEWET	TINA JEWELL	FN CC TUITION REIMBURSEMENT	276.50
06/28/2017	2	171266	PAETEC	PAETEC	IS PHONE SERVICE	257.54
06/28/2017	2	171267	PAETEC	VOID		
06/28/2017	2	171268	BLARNEY	BLARNEY CASTLE OIL COMPANY	CCCM PURCHASE 1801 GALLONS GAS & 3400 GA	11,021.26
06/28/2017	2	171269	CARD G	GAYLOR CARDINAL	PC TRIAL COURT APPT ATTY - FULLFORD	85.00
06/28/2017	2	171270	CAS	CHEBOYGAN AREA SCHOOLS	FN SA TEACHER WAGE & FRINGE APR-JUN 2017	21,538.58
06/28/2017	2	171271	DELL	DELL	SD DELL LATITUDE 5580 COMPUTER	1,033.60
06/28/2017	2	171272	DSSI	DRUG SCREEN SOLUTIONS INC	PC COURT ORDERED SERVICES	45.50
06/28/2017	2	171273	DUKE D	DANIEL DUKE	PC TRAIL COURT APPT ATTY WANDRIE	50.00
06/28/2017	2	171274	HANSEL	DONNA HANSEL	PC COURT APPT ATTY GERMANY, DESTINY & JA	150.00
06/28/2017	2	171275	HOWE	HOWE MARINE	SD TRIM & TILT SWITCH	318.98
06/28/2017	2	171276	INK & TONE	INK & TONER ALTERNATIVE	PC HP HIGH YIELD TONER	139.99
06/28/2017	2	171277	KELLY	KELLY SERVICES, INC.	CD INSPECTION TRAVEL FILL IN INSPECTOR-	1,237.50
06/28/2017	2	171278	MACARTHUR	TIMOTHY MACARTHUR	PC TRIAL COURT APPT ATTY, YOUNG & WOOLLA	150.00
					PC TRIAL COURT APPT ATTY WORKMAN & SCHOO	100.00
						250.00
06/28/2017	2	171279	MSU MSUEBO	MICHIGAN STATE UNIVERSITY	FN MSU 3RD QTR MOA PAYMENT	18,094.75
06/28/2017	2	171280	REIS M	MICHAEL P REISTERER SR	PC TRAIL COURT APPT ATTY CRAWFORD	100.00
06/28/2017	2	171281	SOM-SCF	STATE OF MICHIGAN	PC JIS USER FEE P16 APR-JUN 2017	2,873.42
06/28/2017	2	171282	TELE-RAD	TELE-RAD INC	SD CONTRACT MAINTENANCE JUL-SEP 2017	1,651.65
06/29/2017	2	171283	CCPC	CHARLEVOIX COUNTY 7TH	PC FOSTER CARE PER DIEM KOEN SHELL	6,400.00
06/29/2017	2	171284	CTR FAM	CENTER FOR THE FAMILY	PC COURT ORDERED SERVICES SHAMPINE & PAV	990.00
06/29/2017	2	171285	JOY VALLEY	JOY VALLEY COUNSELING & CONSULT	PC COURT ORDERED SERVICES - THOMPSON, XZ	450.00
06/29/2017	2	171286	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS PE 6/24/	131,565.56
06/29/2017	2	171287	BREWSTER	KAREN BREWSTER	CR MILEAGE TO CCE 911 CONFERENCE & COW P	76.05
					CR CELL PHONE REIMBURSEMENT APR-JUN 2017	135.00
						211.05
06/29/2017	2	171288	MCKI D	DARLENE MCKINLEY	JB WORK DAYS 6/26 & 6/29/17	145.68
06/29/2017	2	171289	PHILLIPS	BECKY PHILLIPS	JB WORK DAYS 6/26, 6/29/17	130.70
06/29/2017	2	171290	PNC VISA	PNC BANK	FN CREDIT CARD CHARGES THRU 6/18/17	3,063.53
06/29/2017	2	171291	PNC VISA	VOID		
06/29/2017	2	171292	SCHR KA	KAREN SCHRAMM	JB WORK DAYS 6/26 & 6/29/17	137.12
06/29/2017	2	171293	CAR-SD	CARQUEST AUTO PARTS	SD (2) HALOGEN HEADLIGHT	22.30
06/29/2017	2	171294	POSTMASTER	POSTMASTER - CHEBOYGAN	EQ 2017 SUMMER TAX NOTICES (MINUS CREDIT	5,023.93
06/29/2017	2	171295	STELLAR	STELLAR SERVICES	SDJ INMATE SUPPLIES-WELCOME PACKS	435.00
					SDJ INMATE SUPPLIES - INDIGENT ORDER	3.00
					SDJ INMATE SUPPLIES - COMMISSARY ORDER	348.39
					SDJ INMATE SUPPLIES - INDIGENT ORDER	9.00
					SDJ INMATE SUPPLIES - COMMISSARY ORDER	651.49
					SDJ INMATE SUPPLIES - COMMISSARY ORDER	35.73

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User: DWALINSKY
DB: Cheboygan

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 06/01/2017 - 06/30/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					SDJ INMATE SUPPLIES - INDIGENT ORDER	18.30
					SDJ INMATE SUPPLIES - COMMISSARY ORDER	815.31
						<u>2,316.22</u>
06/29/2017	2	171296	STELLAR	VOID		
06/29/2017	2	171297	SOM-DOB	STATE OF MICHIGAN	FN 2017 MI SAIL IMAGERY CHEBOYGAN COUNTY	4,477.79
2 TOTALS:						
Total of 419 Checks:						1,060,158.22
Less 9 Void Checks:						<u>105.96</u>
Total of 410 Disbursements:						<u>1,060,052.26</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 3 TAX REVOLVING FUND						
06/01/2017	3	7043	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS PE 5/27	649.96
06/06/2017	3	7044	DEEDS	REGISTER OF DEEDS	TR RECORD REDEMPTION CERTIFICATES CERT 1	30.00
06/06/2017	3	7045	REF-TREA	BAC RENTALS LLC	TR REFUNDS GENERAL	2,000.00
06/06/2017	3	7046	TREAS	CHEBOYGAN COUNTY TREASURER	TR 2016 DELINQUENT TAXES-REFUNDS GENERAL	930.44
06/08/2017	3	7047	DEEDS	REGISTER OF DEEDS	TR RECORD REDEMPTION CERTIFICATES CERT 5	150.00
06/12/2017	3	7048	CDT-TR	CHEBOYGAN DAILY TRIBUNE	TR TAX NOTICE INSERTS	293.40
06/12/2017	3	7049	TREAS	CHEBOYGAN COUNTY TREASURER	TR SALE PROCEEDS TO GENERAL FUND	106,235.48
06/15/2017	3	7050	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS PE 6/10/	597.29
06/15/2017	3	7051	TITLE CK	TITLE CHECK LLC	TR 1/12 ANNUAL FEE PER MONTH	1,697.76
06/28/2017	3	7052	NHC	NORTHERN HOMES COMMUNITY	AD GRANT WRITING/UPS	1,530.11
06/29/2017	3	7053	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS PE 6/24/	582.16

3 TOTALS:

Total of 11 Checks:

114,696.60

Less 0 Void Checks:

0.00

Total of 11 Disbursements:

114,696.60

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User: DWALINSKY
DB: Cheboygan

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 06/01/2017 - 06/30/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 5 COUNTY ROAD TRANSFERS						
06/30/2017	5	2100772	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR ROAD TRANSFER 6/6/17	74,446.65
06/30/2017	5	2100773	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR ROAD TRANSFER 6/13/17	222,881.75
06/30/2017	5	2100774	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR ROAD TRANSFER 6/20/17	71,508.00
5 TOTALS:						
Total of 3 Checks:						368,836.40
Less 0 Void Checks:						0.00
Total of 3 Disbursements:						<u>368,836.40</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 9 INMATE ACCOUNT						
06/05/2017	9	1044	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	4,586.51
06/07/2017	9	1036	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	2,378.00 V
06/08/2017	9	1045	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	300.00
06/14/2017	9	1046	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	500.00
06/14/2017	9	1047	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	400.00
06/14/2017	9	1048	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	130.00
06/20/2017	9	1049	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	500.00
06/20/2017	9	1050	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	1,250.00
06/26/2017	9	1051	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	2,000.00
06/29/2017	9	1052	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	8,607.39 V
06/29/2017	9	1053	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	6,174.53
06/29/2017	9	1054	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	7,607.39

9 TOTALS:

Total of 12 Checks:	34,433.82
Less 2 Void Checks:	10,985.39
Total of 10 Disbursements:	<u>23,448.43</u>



Cheboygan County Board of Commissioners' Meeting July 11, 2017

Title: Budget Adjustments – Raise Revenues and Expenditures

Summary:

Building Safety Fund – Fund 249 and General Fund – Fund 101

The Building Safety Department is having unexpected copier issues which is requiring replacement of their current copy machine which was purchased in January of 2007. This was not included in their original budget. This budget adjustment lowers the Carried Forward Fund Equity expenditure line item and increases the Transfer Out to Fund 249 expenditure line item by \$3,895 in the General Fund. This budget adjustment also raises Contribution from Other Funds revenue line item and the Office Equipment and Furniture expenditure line item in the Building Safety Fund by \$3,895. *(Note: This raises the General Fund 2017 subsidy of Building Safety Department from 17.45% to 18.43%)*

County Fair – Fund 561

On June 2, 2017, the County Fair received a donation from the Allen Barr Community Project Fund to be used towards the cost of a sound system at the Fair Grounds. This donation was not included in the original budget. This budget adjustment raises the Contributions & Donations revenue line item and the New Equipment expenditure line item by \$1,000.

Financial Impact:

From 101-700 to 101-902 totaling \$3,895.
Fund 249 total budget increase of \$3,895.
Fund 561 total budget increase of \$1,000.

Recommendation:

Motion to approve the budget adjustments to raise/lower revenues and expenditures for \$4,895 in the line items provided in the following attachments.

Prepared by: Kari Kortz

Department: Finance

7/6/2017

RAISE / LOWER REVENUE AND EXPENDITURE

Building Safety - Fund 249

249-400-676.00 \$3,895.00 +
Contribution from Other Funds

249-371-977.00 \$3,895.00 +
Office Equipment and Furniture

General Fund - Fund 101

101-700-955.01 \$3,895.00 -
Carried Forward Fund Equity

101-902-961.03 \$3,895.00 +
Building Department Fund 249

Signed: Approved at the 7/11/17 BOC Meeting

Prepared by: Kari Kortz



RAISE REVENUE AND EXPENDITURE

County Fair - Fund 561

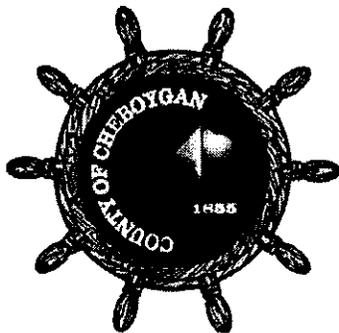
561-400-675.00	\$1,000.00 +
Contributions & Donations	

561-556-970.01	\$1,000.00 +
New Equipment	

Signed: Approved at the 7/11/17 BOC Meeting

Prepared by: Kari Kortz





Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: Cheboygan Hockey Association – Outdoor Movie Fundraiser

Summary: The Cheboygan Hockey Association would like to use the fairgrounds for a fundraiser on August 19, 2017. They plan to use the grand stands parking area for an outdoor movie event and if inclement weather occurs, they will use the grand stands.

Financial Impact: NA

Recommendation: Motion to approve the Fairground Event Agreement with Cheboygan Hockey Association for an outdoor movie fundraiser to be held August 19, 2017.

Prepared by: Jeffery B. Lawson

Department: Administration

FAIRGROUND EVENT AGREEMENT

THIS AGREEMENT is entered into by the parties to be effective on July 7, 2017 between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, PO Box 70, Cheboygan, Michigan 49721 ("County") and Cheboygan Hockey Association whose address is 2324 Orchard Beach Rd.; Cheboygan, MI 49721.

For-profit Organization Non-profit Organization

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

1. DESCRIPTION

The County hereby agrees to allow Event Holder to use the Cheboygan County Fairgrounds, including the following buildings and areas: Parking Area near Grand Stands and Possibly Grand Stands in the Event of Rain. (the "Property") for the following period: August 19th, 2017 – 6:00 PM to 1:00 AM (the "Event Period").

2. POSSESSION AND USE OF PROPERTY

Event Holder may only use the Property during the Event Period for the following purpose(s): 3rd Annual Drive in Movie Fundraiser

3. FEE AND DEPOSIT

The Event Holder shall pay to the County a fee of(\$ 0.00) for the use of the Property no less than four (4) weeks prior to the date of the Event Period. Provided, however, at the time this Agreement is signed the Event Holder shall pay to the County a non-refundable deposit equal to 25% of the fee specified herein, or \$100.00, whichever is greater. The Event Holder shall be given a credit toward the payment of the fee specified herein in the amount of the deposit paid.

4. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by the Event Holder.

5. REPAIR AND MAINTENANCE

Event Holder shall leave the Property in the same condition as the date that the Event is held.

6. IMPROVEMENTS

Event Holder shall not make any improvements to the Property unless it is approved in advance by the County Administrator in writing. The decision whether or not to

authorize any improvements shall be by the County Administrator in the exercise of his or her absolute discretion. If any improvements are authorized by the County Administrator, the improvements shall be done at the expense of the Event Holder and under such conditions as shall be set by the County Administrator.

7. FAIRGROUNDS USAGE & FEES POLICY

The Event Holder hereby agrees to fully comply with the terms and conditions of the Cheboygan County Fairgrounds Usage & Fees Policy, attached hereto and incorporated herein by reference.

8. INSURANCE

No less than eight (8) weeks before the Event Period begins the Event Holder shall provide to the County a certificate of insurance coverage meeting the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy. Notwithstanding the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy, the County Administrator, in consultation with the County's insurance provider, shall have the authority to require additional insurance coverage or higher liability limits based on the specific event to be held. Any such additional coverage or higher liability limits shall be specified in writing, signed by both parties, and attached to this Agreement.

9. INDEMNIFICATION

The Event Holder shall indemnify and hold harmless the County, the Cheboygan County Fair, and their officers, agents, employees, volunteers, insurance companies, successors, and assigns for any claims made or damages in any way arising from Event Holder's use of the Property, violation of this Agreement, or violation of the Cheboygan County Fairgrounds Usage & Fees Policy, including the costs of any litigation or other legal proceeding and reasonable attorney's fees. This provision shall apply to any claims by the Event Holder, its agents or any third party.

10. MISCELLANEOUS

- a. The Property shall not be used for any unlawful purpose.
- b. The Event Holder shall abide by all state and local laws in respect to the operation of the activities authorized in Paragraph 2 above on the Property and in respect to the manner in which it uses the Property.
- c. The Event Holder acknowledges that it has examined the Property prior to the execution of this Agreement, or has had an opportunity to do so, and that it knows the condition thereof. The Event Holder acknowledges that all representations as to the condition of the Property or the state of repairs thereof have been made by the County or its agent. Any representations regarding the Property are only set forth in this Agreement and the Cheboygan County Fairgrounds Usage & Fees Policy. The Event Holder specifically accepts the Property in its present condition at the date of the execution of this Agreement and accepts the Property as being suitable for the activities authorized in Paragraph 2 above.
- d. This Agreement has been approved in advance by the Event Holder, and the Event Holder has or has had the opportunity to review this Agreement with legal counsel. If the Event Holder is a corporation, limited liability company, or other legal entity, its execution of this Agreement has been approved in advance in accord with its bylaws or organizational documents, and the party executing on behalf of the Event Holder has the legal authority to do so and to bind the Event Holder.
- e. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force or effect.
- f. This 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.

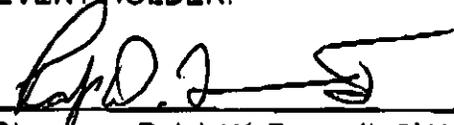
IN WITNESS WHEREOF this Agreement has been executed to be effective on the day and year set forth above.

CHEBOYGAN COUNTY

By: _____

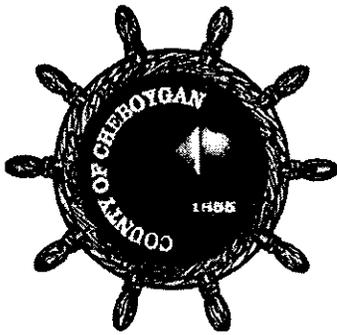
Its: Chairperson of the Cheboygan
County Board of Commissions

EVENT HOLDER:



Signature: Ralph W. Farver II, CHA President

Name: Ralph W. Farver II
Address: 2324 Orchard Beach Rd.
Cheboygan, MI 49721
Phone: 231-420-4352
Cell: 231-420-4352
Email: rfarver@rybemarine.com



Cheboygan County Board of Commissioners' Meeting

June 11, 2017

Title: EUP Antique Equipment Association	
Summary: The farm and antique tractor pull is scheduled for Sunday, August 6 th at 1 p.m. Civil Counsel has reviewed this contract in the past which has remained the same for several years.	
Financial Impact: \$2,000 from Fair budget for service.	
Recommendation: Motion to approve the EUP Antique Equipment Association Agreement and authorize the Chair to sign.	
Prepared by: Jeffery B. Lawson	Department: Administration

**EUP Antique Equipment Association
10918 S. Mackinac Trail
Dafter, MI 49724**

RENTAL CONTRACT

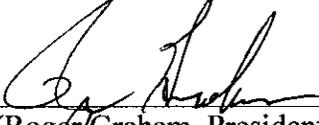
This agreement entered into between the EUP ANTIQUE EQUIPMENT ASSOCIATION (hereafter club) and CHEBOYGAN COUNTY FAIR located at PO Box 70, 870 South Main Street, Cheboygan, MI 49721, for rental of the club's listed equipment.

Large Transfer Sled	<u>\$ 1,500.00</u>
Garden Transfer Sled	<u>\$ -0-</u>
Scales/v-blade	<u>\$ 500.00</u>
Misc	<u>\$ -0-</u>
(includes personnel, announcer, scale operator, measuring crew, sound equip)	
Total Rental Cost	<u>\$ 2,000.00</u>

Event date: August 6, 2017, Sunday at 1:00 pm; Class: Farm/Antique

In consideration of such services (renter) Cheboygan County Fair of PO Box 70, 870 South Main, Cheboygan, MI (phone) _____ agrees to pay the EUP Antique Equipment Association the sum of \$2,000.00 upon completion of the event, in US currency.

EUP ANTIQUE EQUIPMENT ASSOC.
Ellen Sutton 906-322-1211
Roger Graham 906-248-5356

Signature: 
(Roger Graham, President)

Date: June 30, 2017

RENTER:
CHEBOYGAN COUNTY FAIR

Signature: 

Date: 07/05/2017

Please sign and return original to the EUP ANTIQUE EQUIPMENT ASSOCIATION. The promoter is to provide a forklift or end loader with a lifting capacity of 3500# to lift scales and weights.

2017 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 (hereafter "Fair Board") P.O. Box 70, 870 south Main Street, Cheboygan, MI 49721, and EUP Antique Equipment Association, (hereafter, Exhibitor), 10918 S. Mackinac Trail, Dafer, MI 49724, 906-322-1211. And in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. ADDENDUM CONTROLS

The parties anticipate entering into an Exhibition Agreement with regard to 2017 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 declaration page of a valid, paid up policy of general liability insurance which named Cheboygan County and the Fair Board as additional insured, and which has a face amount of at least \$1,000,000.00 per occurrence. This declaration 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. PARTICIPANT WAIVERS

Depending on the event and not including the carnival show, the Exhibitor will require each participant or crew member in the event to knowingly and intelligently execute a release, approved in advance by the civil counsel for Cheboygan County, which specifically waives any claim or liability as against the Fair Board, Cheboygan County, their officers, agents or employees, for any damage, up to and including death, loss of income, loss of consortium, or any other claim as a result of involvement or participation in Exhibitor's activities on the fairgrounds.

6. CREW MEMBERS AND FAIR PERSONNEL

If a Cheboygan County Fair employee, agent, servant, contractor or volunteer is assigned to perform work during the event itself for the Contractor or is supervised by the Contractor during the event itself, the Contractor shall be the employer, supervisor, or master of than person(s). A 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.

7. INDEPENDENT CONTRCTOR

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

8. INDEMNIFICATION

Exhibitor agrees to indemnify, hold harmless and defend the Fair Board, the County of Cheboygan, its agents, assigns, insurance companies, and employees for any claims made of damages in any way arising from the Exhibitor use of occupancy of the fairgrounds or violation of this Agreement, including the costs of any litigation or other legal proceeding, and reasonable attorney fees as provided by or through the Exhibitor's insurance policy and if none available then by the Exhibitor in performance of the Exhibition Agreement, as described above.

9. 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 the business on the premises and in respect to the manner in which it uses the premises.
- C. Exhibition agrees that if the interest created by this Agreement shall be taken in execution or by other process of law or if 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 cancelled 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 execution on behalf of Exhibitor has the legal authority to do so and to bind the Exhibitor.

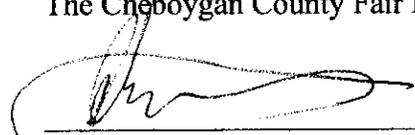
- E. If any provisions of this agreement shall be declared invalid or unenforceable, the remainder of the Exhibition Agreement shall continue in full force or effect.
- F. This Exhibition Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be 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 Cheboygan County 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 of the day and year set forth below.

IN THE PRESENCE OF:

The Cheboygan County Fair Board.

Kathy Morrow

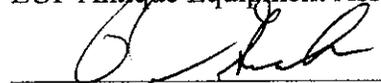


Dated: 7/5/17

By: _____
Dated: 07/05/2017

Ellen Sutton

Exhibitor
EUP Antique Equipment Assoc.



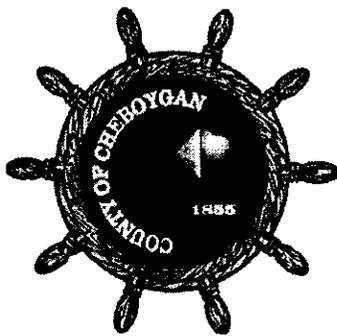
Dated: 6-30-17

By: Roger Graham, President
Dated: June 30, 2017

Approved as to form:

Chairperson
Cheboygan County Board of Commissioners

Dated: _____



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Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: North Central Security LTD

Summary: North Central Security LTD will furnish security services in the form of two uniformed and qualified security guards to protect the fairgrounds from August 7-12, 2016 from 6 p.m.-6 a.m. Compensation will be \$17 per hour per guard and a one time travel charge of \$240. Civil Counsel has reviewed this contract in the past which has remained the same for several years.

Financial Impact: Funding contained in 2017 Fair Budget for service.

Recommendation: Motion to approve the North Central Security LTD Agreement and authorize the Chair to sign.

Prepared by: Jeffery B. Lawson

Department: Administration



Agreement to Furnish Security



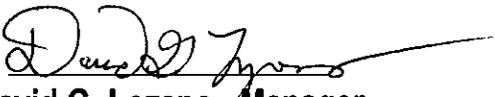
2 Uniformed Security Guards

This Agreement was made between **North Central Security LTD**, a Michigan Corporation, 1390 N. Bagley St. Alpena, MI 49707 ("Agency") & **Cheboygan County Fair Board** PO Box 307, 870 S. Main St., Cheboygan, MI 49721 ("Client")

In Consideration of their mutual promises as set forth below, the parties agree as follows:

1. **Services Defined:** Agency shall provide two (2) uniformed security guards to provide security services at the Cheboygan County Fair as specified in paragraph 2 below:
2. **Shifts Defined:** August 7th - August 12th 6:00 pm - 6:00 am
3. **Compensation:** Client will pay Agency the sum of **\$17.00** per hour (**84 hours**) for each security guard providing services under this Agreement and a one-time travel charge of **\$240.00**.
4. **Selection and supervision of officers:** Selection and supervision of officers will be the responsibility of the Agency who, in turn, will be responsible to and receive reasonable instructions from the designated representative of client.
5. **Hold Harmless:** Each party will indemnify the other and hold the other harmless from any claims and suits arising from property damage or personal injury caused by the negligence or wrongful act of the indemnifying part, its agent or employees.
6. **Insurance:** The Agency shall maintain throughout the term of this agreement public liability insurance in the sum of not less than ONE MILLION DOLLARS and 00/100 (\$1,000,000.00) for damages relating to any one person or for damages relating to any one occurrence. This insurance policy shall name Cheboygan County and the Cheboygan County Fair Board as additional named insureds and shall contain a provision that the policy cannot be terminated, canceled, substantially altered without ten (10) days written notice to Cheboygan County. Agency shall provide notice of compliance with this insurance provision before performing the security services under this agreement.
7. **Terms:** This Agreement will begin on August 5th 2017 and will remain in force until August 13th 2017.
8. **Binding Effects:** The Terms and Conditions of this Agreement are binding upon the heirs, administrators, executive's successor and assigns of the parties.

North Central Security


David G. Lozano - Manager

Cheboygan County Fair


Cheboygan County

John B. Wallace, Chairman
Board of Commissioners

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Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: Unpaid Miscellaneous Receivables

Summary: Request for the following balances on invoices to be cancelled. These invoices were created based on Grant Awards from the State of Michigan-Survey and Remonumentation.

Invoice #4954 \$300.00 dated December 31, 2015

Invoice #5457 \$300.00 dated December 31, 2016

This cost is not approved by the State of Michigan and therefore should not be included in future requests or invoices.

Financial Impact: \$300.00 Revenue Loss 2015 and \$300.00 Revenue loss 2016

Recommendation: Motion to cancel remaining invoice balances.

Prepared by: Buffy Jo Weldon

Department: County Treasurer



CHEBOYGAN COUNTY
 870 S. Main St.
 PO Box 70
 Cheboygan, MI 49721

*****INVOICE*****
 CUST #:000076
 INVOICE #:0000004954
 INVOICE DATE:12/31/2015
 DUE DATE:01/30/2016
 POST DATE:12/31/15
 CLERK: JAMES

DEPT. OF LABOR & ECONOMIC GROWTH
 STATE OF MICHIGAN
 6546 MERCANTILE WAY, PO BOX 30704
 LANSING MI 48909

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	SURVEY & REMONUMENTATION	36,012.020	36,012.02
TOTAL INVOICE			36,012.02
ADJUSTMENTS			0.00
PAYMENTS			35,712.02
BALANCE DUE			300.00

Invoice Notes
 FINAL PAYMENT DUE ON 2015 SURVEY AND REMONUMENTATION GRANT

Please return one copy with your payment to:
Cheboygan County - Treasurer's Office
 870 S. Main St.
 PO Box 70
 Cheboygan, MI 49721



CHEBOYGAN COUNTY
 870 S. Main St.
 PO Box 70
 Cheboygan, MI 49721

*****INVOICE*****

CUST #:000076
 INVOICE #:0000005457
 INVOICE DATE:12/31/2016
 DUE DATE:01/30/2017
 POST DATE:12/31/16
 CLERK: KARI

DEPT. OF LABOR & ECONOMIC GROWTH
 STATE OF MICHIGAN
 6546 MERCANTILE WAY, PO BOX 30704
 LANSING MI 48909

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	SURVEY & REMONUMENTATION	23,360.360	23,360.36
		TOTAL INVOICE	23,360.36
		ADJUSTMENTS	0.00
		PAYMENTS	23,060.36
		BALANCE DUE	300.00

Invoice Notes
 FINAL PAYMENT DUE ON 2016 SURVEY AND REMONUMENTATION GRANT

Please return one copy with your payment to:

Cheboygan County - Treasurer's Office
 870 S. Main St.
 PO Box 70
 Cheboygan, MI 49721



Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: Region 9 Area Agency 2018 Annual Implementation Plan

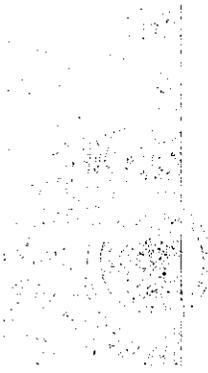
Summary: The Area Agency on Aging (AAA) defines its role as that of planning, funding and monitoring programs that provide assistance to individuals 60 years of age and older as well as their families. The annual plan describes the services to be provided and how they anticipate paying for services.

Financial Impact: Funded by Federal, State and leveraged senior millage funds provided by Councils of Aging's within each County in the region.

Recommendation: Approve the Region 9 Area Agency on Aging 2018 Annual Implementation Plan.

Prepared by: Jeffery B. Lawson

Department: Administrative



REGION 9 AREA
AGENCY ON
AGING

2375 Gordon Road
Alpena, MI 49707
PHONE: 989-356-3474
FAX: 989-358-6604

Serving the Counties of:

- Alcona
- Alpena
- Arenac
- Cheboygan
- Crawford
- Iosco
- Montmorency
- Ogemaw
- Oscoda
- Otsego
- Presque Isle
- Roscommon

June 6, 2017

Cheboygan County Courthouse
Attn: Tony Matelski, Chair
County Board of Commissioners
P.O. Box 70
Cheboygan, Michigan 49721

Dear Mr. Matelski,

Enclosed is the proposed 2018 Annual Implementation Plan for aging services. The plan includes state and federal requirements as well as advocacy and development objectives of the Region 9 Area Agency on Aging.

The Michigan Aging and Adult Services Agency requires the review of this plan by each County Board of Commissioners within the Region 9 planning and service area. Review and approval must be documented by either a resolution or by motion in your board minutes by August 1, 2017. Should there be opposition to the plan, it must be specified in writing by the same date. If no written documentation is received, it will be considered passive approval. Documentation may be faxed to (989) 358-6604 or by mail Attn: Connie.

A public hearing was held on May 22, 2017. The plan was then reviewed and endorsed by both the Northeast Michigan Regional Council on Aging and the NEMCSA Board of Directors. As you review this document, please feel comfortable to contact your local Council or Commission on Aging, your board representative or any staff member of the Region 9 Area Agency on Aging for information or clarification.

It should be noted that the approval and implementation of this plan requires no monetary support by the board of commissioners. It is our pleasure to act on behalf of the older population of your county to bring both federal and state funds for services.

Thank you for your attention to this matter. We look forward to working with you to provide services to the elderly population of Cheboygan County.

Sincerely,


Laurie L. Sauer
Director





ANNUAL & MULTI YEAR IMPLEMENTATION PLAN
FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

Annual Implementation Plan

Fiscal Year 2018



**AREA AGENCY
ON AGING**
A DIVISION OF NEMCSA



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

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ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

County/Local Unit of Govt. Review

The Area Agency on Aging must send a letter, with delivery and signature confirmation, requesting approval of the final Annual Implementation Plan (AIP) by no later than June 30, 2017, to the chairperson of each County Board of Commissioners within the Planning and Service Area (PSA) requesting their approval by August 1, 2017. For a PSA comprised of a single county or portion of the county, approval of the AIP is to be requested from each local unit of government within the PSA. If the area agency does not receive a response from the county or local unit of government by August 3, 2017, the AIP is deemed passively approved. The area agency must notify their AASA field representative by August 7, 2017, whether their counties or local units of government formally approved, passively approved, or disapproved the AIP. The area agency may use electronic communication, including e-mail and website based documents, as an option for acquiring local government review and approval of the AIP. To employ this option the area agency must do the following:

1. Send a letter through the US Mail, with delivery and signature confirmation, to the chief elected official of each appropriate local government advising them of the availability of the final draft AIP on the area agency's website. Instructions for how to view and print the document must be included.
2. Offer to provide a printed copy of the AIP via US Mail or an electronic copy via e-mail if requested.
3. Be available to discuss the AIP with local government officials, if requested.
4. Request email notification from the local unit of government of their approval of the AIP, or their related concerns.

Describe the efforts made to distribute the AIP to, and gain support from, the appropriate county and/or local units of government.

As part of its effort to ensure all communities within the service area have an opportunity to comment on the Annual Implementation Plan for Fiscal Year 2018, Region 9 Area Agency on Aging (AAA) will hold a public hearing in Alpena County on May 22, 2017, in conjunction with the regional advisory board's monthly meeting. The Public Hearing will begin at 1 p.m. Notice of the public hearing was submitted to all local newspapers in the 12-county service area on Monday, April 10, for publication the week of April 17.

A draft of the plan will be made available on the NEMCSA website on May 5, 2017. This provides an opportunity for all community and governmental entities, as well as private individuals, to learn about and comment on the plan. Written comment will be accepted through the close of business on June 5, 2017, and can be submitted through U.S. Postal Service or via email. In addition, all county Boards of Commissioners within the region will receive a copy of the plan and a request for review with action by the board in terms of approval or disapproval. A letter and copy of the proposed 2018 AIP will be sent by registered mail to each entity for delivery the week of June 5, 2017, requesting Letters of Approval from each county no later than August 1, 2017, providing several weeks for review and approval. This practice accommodates the different monthly meeting schedules of each entity.

Each county board has representation on the NEMCSA Policy Board and each local Council or Commission on Aging has representation on the Northeast Michigan Regional Council on Aging. This provides a broad



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

range of involvement for each county in the development and comment phases of the process.

The Region 9 Area Agency on Aging continues to provide minutes of Northeast Michigan Regional Council on Aging meetings to local county boards in the service area. The additional information is intended to increase awareness of the AAA's functions, activities and plans, as well as encourage support and involvement in all facets of the AAA planning and advocacy strategies.

Approved Multi-Year Plan Highlights

The Multi-Year Plan (MYP) Highlights provide an overview of the FY 2017- 2019 MYP priorities set by the area agency as approved by the Michigan Commission on Services to the Aging (CSA) in 2016. These highlights serve to provide an overall reference for the established three-year planning period. They also help to provide a framework and context for activities planned during the FY 2018 AIP.

The area agency FY 2017-2019 MYP Highlights approved by the CSA are included as read-only below. No further entry by the area agency is necessary.

1. A brief history of the area agency and respective PSA that provides a context for the MYP. It is appropriate to include the area agency's vision and/or mission statements in this section.

Northeast Michigan Community Service Agency, Inc. (NEMCSA) is the applicant agency; however, the Region 9 Area Agency on Aging will be providing the services. NEMCSA is a private, non-profit Community Action Agency – part of a state and national network. The core service area of the agency consists of 6,300 square miles that include 11 northeastern Michigan counties: Alcona, Alpena, Arenac, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego and Presque Isle. However, the Region 9 Area Agency on Aging (AAA) Division provides services in one additional county, Roscommon, bringing the service and planning area to more than 6,800 square miles. The central office is located in Alpena. The agency was incorporated in the fall of 1968. Services for older persons began in 1973 with the offering of a congregate meal program. The following year, the agency received the designation of being an Area Agency on Aging and with that came \$1,500 (per county) to provide services. A required element in achieving the designation was that the AAA had to be a single organizational unit within a multi-purpose agency. The multi-faceted divisions and programs that make up NEMCSA made it the perfect agency for such a designation. The designation must be renewed through board action every three years.

The mission of NEMCSA is to provide quality planning, programs and services to individuals, families and communities through the best use of human and financial resources. To carry out this mission, the agency brings together federal and state grant funds, as well as dollars from local, private and public sources. These resources are then directed into programs that aid the poor and otherwise disadvantaged throughout the age spectrum, from infants to the elderly. The funds include targeted dollars aimed at very specific problems as well as dollars that are more flexible in nature.

The agency is divided into five programmatic divisions: Early Childhood Services [(Head Start and Early Head Start) covering 21 counties]; School Success; Region 9 Area Agency On Aging (AAA, providing Waiver and Care Management Home and Community Based Services, and Volunteer Programs); Client Services; and Community Development. These divisions serve the region with a variety of programs, which have different eligibility criteria and service areas. Central accounting, personnel, clerical and information management staff support all program areas.

Established under the Older Americans Act of 1965, each Area Agency on Aging is charged with the responsibility of preparing a multi-year plan that will foster a comprehensive, coordinated system of service for older persons in its planning and service area (PSA). Region 9 Area Agency on Aging (AAA) is designated by

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the Michigan Office of Services to the Aging (OSA) to serve the above mentioned counties. Part of the mission of the Region 9 AAA is to help older adults and adults with disabilities live with dignity and choices in their homes and communities for as long as possible.

2. A summary of the area agency's service population evaluation from the Scope of Services section.

Though the overall population of the Region 9 PSA continues to decline, the subpopulation of residents over the age of 60 continues to grow exponentially. Baby Boomers are turning 65 at a rate of 10,000 per day across the nation and this impacts agencies in the network of aging services. The median age of Region 9 is 49.3, well above the state of Michigan median age of 38.9. Within the senior population exists subsets of aging adults: younger seniors (60-70) mid-range seniors (71-84) and elderly seniors (85+). The latter category is increasing as improvements in health and technology are enabling people to live longer. As people live longer, their needs for supportive services continue to multiply. While the basic needs of all aging adults are similar, the subpopulations present with different requirements and desires. The younger seniors are more apt to participate in the Evidence-Based Disease Prevention (EBDP) programs, while the elderly seniors may be more in need of services related to dementia and respite.

3. A summary of services to be provided under the plan which includes identification of the five service categories receiving the most funds and the five service categories with the greatest number of anticipated participants.

This plan will provide detail of the agency's projected activities for the planning period of FY2016. As in previous years, this plan focuses on efforts to:

- continue providing person-centered access to information
- continue evidence-based disease prevention and health promotion
- continue community based care options in coordination with the Michigan Aging and Adult Services Agency goals

During the current fiscal year (FY2016) two programs have been considered for implementation: Assistive Devices (Personal Emergency Response Systems) and Home Injury Control. It is anticipated that several units of service will be provided through the assistive devices program yet this year. However, the home injury control program has taken more research and consideration than current staff workload can provide. It will be reconsidered in FY2017. Development of the programs will be done by staff, but direct services would be contracted.

The plan builds upon the successes of earlier program activities and core contracted services. Past program development objectives outlined in the previous plans remain relatively unchanged. Some highlights for FY2017 include:

- Person-Centered Planning training for new staff and partner agencies
- Presenting an Elder Abuse Prevention and Awareness Conference
- Making In-home service provider trainings accessible
- Increasing access to Evidence-Based Disease Prevention programs and pursuing new programs
- Maximize volunteer contributions through increased recruitment efforts

Although a variety of services are provided through funding received and subcontracted to various partners,

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including the council/commissions on aging, the five programs receiving the most funding are Personal Care, Homemaker, Respite, Congregate Meals and Home Delivered Meals. Subsequently, these are the programs that have the most impact as regards the number of people served. These programs will continue to be supported, as well as many others that are equally as important in assisting the aged and persons with disabilities in remaining in their own homes for as long as they chose.

Services to remain part of the FY2017 plan include (FY2015 data):

- Congregate Meals (159,620 meals; 5,814 clients)
- Home Delivered Meals (464,403 meals; 2,630 clients)
- In-Home Services (88,356 units; 2,039 clients)
 - + Homemaking (59,245 units; 1,369 clients)
 - + Personal Care (13,483 units; 390 clients)
 - + Respite Care (15,628 units; 280 clients)
- Adult Day Care Respite (51 clients; 14,912 units)
- Legal Services (118 clients; 413 units)
- Long Term Care Ombudsman (1,603 contacts; 99 complaint resolutions)
- Evidence Based Disease Prevention (155 enrollees; 102 completions)
 - + (PATH, Diabetes PATH, Chronic Pain PATH, Matter of Balance)
- Care Management (264 clients; 1,822 units)
- Medicare Medicaid Assistance Program (4,411 served in the agency's fiscal year, not the contract year)
- Nursing Facility Transitions (81 clients transitioned to independent living)
- Person-Centered Thinking (38 partner staff and volunteers)
- Medication Management (13 clients; 936 units)

These supportive services are an integral component in achieving the outcome of allowing seniors and persons with disabilities to live in their own homes and communities for as long as possible.

It is the intent of the AAA to contract out all funds for Elder Abuse Prevention and Education. However, the AAA will retain the option of keeping some funds in a purchase of services pool, should proposals not meet regional goals. The AAA hosted one elder abuse prevention conference in August 2015 and this is expected to continue in FY2016.

4. Highlights of planned Program Development Objectives.

The Aging and Adult Services Agency (AASA) of the Michigan Department of Health and Human Services has identified six goals. The goals set by the Region 9 Area Agency on Aging and subsequent program objectives that have been developed align with the state goals. Some goals have multiple objectives that are detailed in the Program Development Objectives section of the MYP, but a brief synopsis is provided here:

State Goal 1

Recognize and celebrate the cultural, economic, and social contributions of older adults and create opportunities for engagement in their communities.

- Increase program volunteers by 10%

State Goal 2

Use person-centered planning to ensure older adults have independence and self-direction through an array of long-term supports and services provided in the setting of their choice.

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- Ensure person-centered approach to all seeking services

State Goal 3

Provide a variety of opportunities for older adults to enhance their physical and mental well-being, using evidence-based practices and other innovative programs.

- Increase the number of Evidence-Based Disease Prevention programs in PSA
- Increase number of caregivers accessing dementia resources and the Creating Confident Caregivers program

State Goal 4

Provide advocacy, information, training and services to support the rights of older adults to live free from abuse, neglect, and exploitation.

- Improve collaboration with law enforcement and Adult Protective Services in identifying and reporting suspected elder abuse
- Provide public education to increase awareness of elder abuse, neglect and exploitation

State Goal 5

Develop and enhance public and private partnerships to better serve older adults.

- Provide technical assistance to local aging network partners
- Assist one community in achieving designation as Community for a Lifetime (there are two cities within the PSA that have received this designation)

State Goal 6

Employ continuous quality improvement and innovation to accommodate the changing needs of older adults.

- Ensure in-home service providers have access to affordable continuing education by providing appropriate in-service trainings

5. A description of planned special projects and partnerships.

The AAA will continue to strengthen relationships with traditional and non-traditional agencies by identifying opportunities for partnering and carrying out new program ventures. Past partners include the Saginaw Chippewa Indian Tribe, federally qualified health centers and disability networks. When feasible, Region 9 has partnered with Regions 7, 10 and 11 for training programs.

Region 9 AAA continues to be at the forefront of supporting communities within its PSA to assess existing infrastructure and design to create a more elder-friendly and livable environment for all ages. Service providers must continue to evaluate current offerings and accessibility and implement innovative practices that will help elders remain in their communities, living independently, as long as possible. The AAA supports the COAs through:

- technical assistance and training in relation to NAPIS electronic reporting
- training programs; seminars
- technical assistance with new staff
- funding internet access costs
- identifying grant sources

Region 9 AAA has built a relationship with its COAs that supports them as true community focal points in terms of

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aging services and supports.

The value and success of evidence-based disease prevention programs is well documented and the AAA will continue to support expansion of these services, focusing on the Tier 3 programming options. As new programs become available, staff will pursue additional information to determine if they are appropriate and needed for the region. One such program is the Powerful Tools for Caregivers. This program will be explored to decide if it would be an appropriate addition to current offerings and a complement to the Creating Confident Caregivers series.

6. A description of specific management initiatives the area agency plans to undertake to achieve increased efficiency in service delivery, including any relevant certifications or accreditations the area agency has received or is pursuing.

Increased efficiency in service delivery and program management is always a goal of the AAA. Through regular monitoring of contractors, the AAA is able to note areas for improved efficiency and often seeks options for greater resolution. In doing so, the AAA has revised reporting tools resulting in improved data collection and program compliance. As turn-over in subcontractor staff has increased marginally, it remains important to provide technical assistance in a one-on-one basis or a group setting. The agency will continue to facilitate quarterly meetings with AAA staff, COA directors and essential staff. Professional development opportunities for AAA staff, COA directors and in-home care providers will be held. Community outreach will be a focus area to increase awareness of available services.

The AAA continues to analyze benefits of becoming accredited through the National Committee for Quality Assurance as are the Federally Qualified Health Centers with which the AAA partners on some programs. Although this accreditation is more costly than others reviewed it is anticipated that it would be the most advantageous in providing the necessary credibility in developing future partnerships and collaborations. At this time, accreditation is not a high priority as it takes a considerable amount of staff time to accomplish all of the work involved in the application process.

Additionally, the AAA has begun the process of working with a consultant to meet requirements for accreditation from the American Association of Diabetes Educators, which will lead to being a Medicare certified provider. As such, the AAA will be able to bill Medicare for reimbursement for Diabetes Personal Action Toward Health (DPATH) classes. In doing so, the program will reach a greater level of sustainability. This process began when the AAA received monies from the Michigan Health Endowment Fund through the Association of Area Agencies on Aging of Michigan as a partner in its effort to bring two evidence-based disease prevention programs to scale.

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7. A description of how the area agency's strategy for developing non-formula resources (including utilization of volunteers) will support implementation of the MYP and help address the increased service demand.

With the ever-changing economic climate, it is imperative that the AAA consider development of resources to facilitate implementation of the plan and new services. While much of the work accomplished by the AAA is not conducive to performance by unpaid helpers, some services do rely on volunteers. The MMAP, LTC Ombudsman, and evidence-based disease prevention programs all utilize volunteers in service delivery. The challenge in doing so is in recruiting the right person to fulfill the need as each program needs a different skill set and has specific requirements. A review of recruiting practices and volunteer risk management policies has taken place. Investing in appropriate training and supportive management is vital to retaining volunteers. Alternative sources of funding will be sought to enhance the training and support for volunteers. In an effort to recruit volunteers the AAA will organize a volunteer fair, similar to a job fair, to highlight the different volunteer opportunities for area residents. This will be a joint effort with COA partners and other divisions of NEMCSA where volunteers are utilized.

8. Highlights of strategic planning activities.

In an effort to gather as much input as possible during the planning process and development of the Multi-Year Plan, the AAA conducted two input sessions in the region. The first session was held March 29 at the Alpena Area Senior Center in Alpena County. Though not heavily attended, staff was able to participate in a roundtable discussion with those who were there and talk about issues one-on-one. The second input session was held March 31 at the Ogemaw Commission on Aging's center in Ogemaw County. Attendance was much higher at this venue; however, audience participation in discussions was limited. At both events participants were asked to complete a needs assessment survey that was developed by the AAA. The survey was available online and promoted through the weekly newsletter distributed by the AAA. Additionally, COAs were encouraged to provide paper copies of the survey to program participants and these were then collected. A press release was sent to all media outlets in the 12 county area to ensure public participation in the online survey. Members of the NEMCSA policy board, as well as members of the Regional Advisory Council of the AAA were provided with paper copies of the survey to complete.



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2018 AIP Highlights

The purpose of the FY 2018 AIP Highlights is to provide a succinct description of any significant new priorities, plans or objectives set by the area agency for the use of Older Americans Act (OAA) and State funding during FY 2018.

Please describe what, if anything, the area agency is planning that is new for FY 2018 or that is significantly different from the established FY 2017-19 MYP. If there are no new activities or changes planned, then note that in your response.

Continuing to provide services that effectively allow seniors and persons with disabilities the opportunity to live independently in their communities is a priority of the Region 9 AAA. With the threat of budget cuts looming on a federal level and the uncertainty of future funding levels, it is increasingly important that the AAA closely monitors programs and spending to ensure continuation of quality service while being effective stewards of resources. No substantial changes will be made in the goals or objectives of the AAA and the agency will continue to work toward completion of the projects identified in the approved MYP 2017-19.

Progress of becoming accredited through the National Committee for Quality Assurance (NCQA) continues to be made and the AAA is looking forward to a late summer visit by the accreditation team in August or September of 2017. It is believed that this accreditation is necessary to provide the agency credibility for moving forward and developing partnerships and collaborations. In addition to NCQA accreditation, the AAA continues to work with a consultant to further its efforts in meeting the requirements to be accredited by the American Association of Diabetes Educators. If achieved, the AAA would be able to bill Medicare for reimbursement for provision of Diabetes Personal Action Toward Health (DPATH) classes to Medicare beneficiaries. At this point, the AAA is considering options to partner with another agency such as a AAA or Federally Qualified Health Center to assist with the billing for reimbursement as this may strengthen the application.

1.

Approved MYP Program Development Objectives

Program development goals and objectives previously set by the area agency and approved by the CSA in this multi-year planning cycle are included as read-only. For each of these established program development objectives, a new text box has been added for the area agency to provide information on progress toward the objective to date.

Please provide information on progress to date for each established objective under the new section tab entitled "Progress".

Area Agency on Aging Goal

- A. Host a joint Volunteer Fair with other agency divisions, COA partners and non-profit agencies that utilize volunteers.**

State Goal Match: 1

Narrative

Volunteers play a vital role in several programs of the AAA and NEMCSA as an agency. Using the format of a job fair, the planned event will provide an opportunity for potential volunteers to learn about the different opportunities available to give back to their communities. According to the 2012 Current Population Survey Volunteering Supplement, 2.2 million residents participated in a structured volunteer activity. For unstructured volunteer activity, the number of those participating is even higher as shown by a 2014 survey on volunteerism by Michigan State University. That survey states about 87 percent of the state's population (approximately 8,611,428) has done some sort of informal volunteering by helping friends, family or neighbors. The drive to give back to one's community is quite strong. It is expected the number of people volunteering with the Long Term Care Ombudsman program, the Medicare Medicaid Assistance Program and the Evidence-Based Disease Prevention programs (within the AAA) will increase, as will the the number of volunteers for the Foster Grandparents, Senior Companions and Retired Service Volunteer programs.

Objectives

1. Increase by 10% the number of volunteers participating in the Long Term Care Ombudsman, Medicare Medicaid Assistance Program, and the Evidence-Based Disease Prevention programs by recruiting at a minimum of two volunteer fairs.

Timeline: 10/01/2016 to 09/30/2017

Activities

Once a date and county in which to hold the volunteer fair is identified, staff will work to secure an adequate location and invite other divisions/partners to join the effort. Marketing of the event will be essential if there is to be adequate turnout of people to meet the goal. This will consist of all avenues of free outreach such as broadcast community service announcements, agency newsletters, and press releases to local media. Potential volunteers will go through a vetting and application process appropriate to the program in which they are applying and attend required training. A brief follow-up survey will be distributed to participating vendors to determine if the event was a success, determine the number of new volunteers as a result of the fair, and solicit ideas for improvement. This will be done in a minimum of two counties.

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Expected Outcome

As a result of the volunteer fair, and the anticipated increase in the number of people volunteering, there will be a positive impact on AAA programs. An increase in the number of Long Term Care Ombudsman volunteers will mean more people will be trained to assist nursing facility residents in resolving conflicts and ensuring resident rights. This will result in residents being able to live in a safe and comfortable environment. An increase in the number of trained lay leaders for the evidence-based disease prevention programs will increase the number of classes being offered, therefore reaching more seniors and assisting them in making the necessary changes to take control of their chronic conditions. An additional number of trained counselors for the MMAP will allow for an increase in the number of Medicare beneficiaries who will be: receiving unbiased education on healthcare choices; applying for Medicare premium subsidies and saving money; and receiving education on Medicare fraud.

Progress

Although not specifically named in the objective, the Senior Companion Program (SCP), the Foster Grandparent Program (FGP) and the Retired Senior Volunteer Program (RSVP) are part of the effort to increase volunteers participating in Region 9 AAA programs.

- One (1) volunteer fair was hosted, in part, by the Region 9 AAA during the first quarter in Crawford County
- At the end of the second quarter, the SCP had a net increase in volunteers of 3%
- At the end of the second quarter, the FGP had a net increase in volunteers of 8%
- At the end of the second quarter, the RSVP had a net increase in volunteers of 5%
- At the end of the second quarter, the MMAP had a net increase in volunteers of 6%

B. Promote independent living and self-choice in developing care programs by offering long term supports and services, empowering consumers to live independently in a community setting of their choosing

State Goal Match: 2

Narrative

The AAA will build capacity for person-centered thinking and self-determination within its provider pool as part of its future planning options, particularly for individuals seeking long term care services and supports, but also in a manner that supports person-centered access for information in all aspects of the aging network. Training in person-centered thinking is required of staff at subcontracting agencies, as well as all employees of the AAA. Access to these trainings will be made available as needed.

Objectives

1. Ensure a person-centered thinking approach to all persons seeking services and supports.
Timeline: 10/01/2016 to 09/30/2019



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Activities

All AAA staff will attend a two-day Person Centered Thinking (PCT) training. The training will be offered/provided to COA and ADRC partners, such as in-home service providers, as well as Long Term Care Ombudsman volunteers. Person Centered Awareness trainings (a 2-hour class) will be made available, as well. Participants will work with case management teams who have received the training to develop their own PCT care plan. Supervisory reviews of participant case file will ensure utilization of PCT principles.

Expected Outcome

Staff will understand and apply PCT when working with program participants. Care plans will be developed with input and guidance from the participant, ensuring their self-identified needs will be met, as well as being treated with dignity and respect. Nursing home residents will have access to PCT-trained volunteers to assist in issue resolution.

Progress

- A training will be held in the latter part of the fiscal year to train all new AAA staff in Person-Centered Thinking
- Two (2) partner Council/Commissions on Aging requested and were provided with the Person-Centered Awareness training

C. Provide access to Level III Evidence-Based Disease Prevention and health promotion programs in all counties

State Goal Match: 3

Narrative

The AAA supports effective mechanisms of health management and will seek additional opportunities with proven strategies. Those who participate in these programs further strengthen their abilities to take control of their health and improve their qualities of life. The skills learned are specific to the person taking the course and s/he chooses what will be most beneficial when incorporated into her/his lifestyle.

The AAA encourages partners to offer Evidence-Based Disease Prevention (EBDP) programs. In alignment with the Aging and Adult Services Agency, only programs rated as Level III will be funded by the AAA. Two staff are Master Trainers for the Personal Action Toward Health (PATH) (and its diabetes and pain components) and the Matter of Balance (MOB) programs. The AAA will provide leader trainings to grow the number of class offerings in the PSA. As the population continues to age and more people wish to remain living independently, the need for evidence-based disease prevention programs increases. When individuals take control of their health, improved health outcomes result from the efforts. Also, minimizing fall risks, results in older adults reporting fewer injuries and broken bones.

The Creating Confident Caregivers (CCC) program provides a setting for caregivers to gain a better understanding of dementia and learn skills to cope with the situation they face. Caregivers go through myriad changes emotionally as they take on the role of caring for a loved one with dementia. Caregiving is emotionally and physically draining; when a caregiver does not have the skills and knowledge to work with the disease's effects on his/her loved one, the situation can spiral quickly. Erratic behaviors and outbursts become difficult to deal with and the stress level continues to rise, sometimes leading to abuse. The CCC lessens the chance of abuse and the skills learned improve the health and well-being of the caregiver, assisting in the prevention of

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burnout.

Objectives

1. Increase the number of Evidence-Based Disease Prevention programs in the Region 9 PSA.
Timeline: 10/01/2016 to 09/30/2017

Activities

The AAA will conduct outreach to identify potential MOB leaders, recruit and screen; work with COA partners who have identified staff to be trained. Once training is provided, assist leaders in establishing/holding classes. Two AAA staff members are MOB leaders who may hold classes for the general public. The AAA will conduct outreach to advertise the PATH training opportunity and recruit/screen potential leaders; work with COA partners to identify community members and/or staff who would be potential leaders. Conduct leader trainings and provide tool kits and support for leaders to implement and expand the programs in local communities. Continue development of local coalitions to provide organizational support. The AAA will award funding through a competitive Request for Proposal process to encourage and support COA partners in offering Evidence-Based Disease Prevention programs.

Expected Outcome

With an increased number of program leaders, there will be more available classes in which community members may participate and learn to better manage their chronic conditions. Participants will improve their health statuses and health management behaviors resulting in more appropriate utilization of healthcare resources. Those taking the MOB classes will learn new skills/techniques to minimize their risk of fall and injury. Also, increasing the number of trained volunteer leaders will lead to program sustainability.

Progress

- Eight (8) Council/Commission on Aging partners were awarded contracts to provide Level III Evidence-Based Disease Prevention programs
 - One (1) Matter of Balance (MOB) leader training was conducted, resulting in 11 new leaders able to provide the class series
 - Eight (8) MOB classes are scheduled in the counties of Alpena, Crawford, Iosco, Montmorency, Ogemaw, Otsego and Roscommon
 - Two (2) Creating Confident Caregivers class series are scheduled
 - Three (3) PATH Diabetes class series have been held thus far in the fiscal year in the counties of Alcona, Iosco and Montmorency; Three (3) more are scheduled in the counties of Alcona, Ogemaw and Roscommon
 - One (1) PATH class series is scheduled for Roscommon County
2. Increase the number of caregivers learning coping skills and understanding dementia through the Creating Confident Caregivers (CCC) class series and other caregiver resources.
Timeline: 10/01/2016 to 09/30/2017



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Activities

Recruit volunteers to be trained as lay leaders of the CCC program. Promote awareness of the CCC class through outreach to identify caregivers who will attend. Schedule and hold classes; offer respite for caregivers during class time through local COAs. Continue to promote available community resources and seek additional caregiver resources to share with

Expected Outcome

By assisting caregivers in better understanding of what their loved one with dementia is going through, their stress level will decrease. Program participants will learn coping skills, report less combative behavior and more familial harmony. By hosting a caregiver conference, attendees will have the opportunity to network and share experiences, while gaining new skills and learning.

Progress

- One (1) CCC leader training session was held resulting in one (1) new leader who is able to provide the workshops
- Four (4) CCC class series were held resulting in 31 caregivers participating and learning coping skills

D. Increase public awareness of signs of abuse, neglect and financial exploitation among senior populations

State Goal Match: 4

Narrative

As an agency providing services to seniors, the AAA must play an integral role in educating the public on elder abuse issues and promoting the prevention of such through awareness and educational events. By conducting outreach and providing educational opportunities for colleagues and the public, the AAA increases awareness and further impedes the continued spread of abuse and exploitation of vulnerable adults.

There is a lack of reporting of elder abuse, as well as an uncertainty about how and where it should be reported. Often times, elders are afraid to report abusive situations for fear of being removed from their homes, losing control over their decisions or being separated from loved ones. Law enforcement agencies often do not track elder abuse as such, but rather classify it as domestic violence/situation. The lack of data relating to elder abuse, neglect and exploitation speaks to the need for better education in local communities. Situations of elder abuse, neglect and exploitation exist, but there is no uniform system for reporting and tracking; therefore, there is no clear picture of the prevalence of the issue. It can be surmised that the lack of reporting has a direct correlation to the lack of education on elder abuse in general. The AAA has joined in an effort in Alpena County led by Probate Judge Thomas LaCross to address these issues and with local DHS staff to address financial exploitation awareness. Additional efforts are being made through participation with the Otsego/Crawford/Oscoda Elder Abuse Care group.

Objectives

1. Improve collaboration with area law enforcement and Adult Protective Services workers in identifying and reporting suspected elder abuse.

Timeline: 10/01/2016 to 09/30/2017

Activities

The AAA will work to strengthen the relationships with local law enforcement and APS staff for increased visibility

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at senior-attended events and locations such as senior centers, health fairs and senior housing. This partnership will create a venue for educational presentations among service organizations, congregate meal sites and senior living complexes. The AAA will continue to support its COA partners in establishing these relationships and with ongoing support of Safe, Sound and Secure events.

Expected Outcome

Enhanced collaborative relationships with APS, law enforcement and the aging network will result in improved communication and an increase in the reporting of elder abuse and exploitation instances. Seniors will be empowered to protect themselves or their friends by identifying and reporting suspected abuse.

Progress

- The Long Term Care Ombudsman (LTCO) attends the Crawford Area Resource Exchange and the Roscommon Area Resource Exchange meetings, at least quarterly. These meetings are held by Adult Protective Service (APS) workers with multiple community agencies participating.

- APS staff are provided information and invited to the Best Practices of Northern Michigan Annual Conference

- The LTCO has been asked to present at Regional APS trainings and the Arenac County APS/Resource Exchange group re: the Long Term Care Ombudsman Program

2. Provide public education on the effects of elder abuse, neglect and exploitation, as well as how to identify and report

Timeline: 10/01/2016 to 09/30/2017

Activities

Conduct educational presentations for COAs, at congregate meal sites, health fairs, nursing homes, senior living complexes and faith based organizations, as well as trainings for in-home providers and nursing home staff.

Provide brochures and appropriate literature to foster community awareness; explore the possibility of developing a toolkit that can be distributed region-wide. Host an elder abuse prevention and awareness conference for the faith-based community and interested persons.

Expected Outcome

The intended outcome is to raise awareness of elder abuse, provide information on identifying signs of abuse, and to offer preventive solutions. Seniors will be safer in their home environments as improved awareness of signs of abuse, neglect and financial exploitation resulting in identification and reporting of behaviors lessens the criminal victimization of the population. As people are educated on how to identify the signs of abuse, early intervention will take place.

Progress

- The annual Elder Abuse, Neglect and Exploitation Awareness and Prevention Conference will be held in Otsego County in August or early September 2017

- Law enforcement and APS will be invited to speak at this event

E. Foster development of new collaborations and enhance current partnerships to build the aging continuum.

State Goal Match: 5



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Narrative

The Region 9 Area Agency on Aging would not be able to serve the needs of older adults and persons with disabilities throughout the PSA without the commitment of its partners. By working together a greater number of persons are able to be served. This effort is enhanced through the technical support provided by the AAA to the subcontracting agencies and COA partners. The AAA works to identify new partners and bring them into the fold of the aging continuum to further strengthen the region's commitment to serving older adults.

Objectives

1. Provide technical assistance to local aging network partners.

Timeline: 10/01/2016 to 09/30/2019

Activities

Quarterly meetings, known as Region 9ers, will be arranged for COA and aging partners in the region. An annual pre-bidders conference will be offered to all potential contractors. The AAA policy manual will be reviewed and updates to it, as well as to OSA policy, will be provided to partner agencies. AAA staff are available to attend COA board meetings or speak on a variety of program topics, as requested. On-site assessments will be conducted annually. Additionally, a board of directors training module is available to be presented by AAA staff upon request.

Expected Outcome

The local aging networks will be strengthened by direct support of the AAA through program compliance, explanation/interpretation of AASA standards and increased or enhanced provision of programs.

Progress

Although this objective is specific to the contracted partner agencies, the AAA remains committed to developing new partnerships and seeking new opportunities to enhance and provide services in the communities it serves. One such opportunity is the Iosco Cares poverty reduction collaboration. This group - made up of representatives from the Tawas St. Joseph Hospital, Iosco County Commission on Aging, Alcona Health Center (a federally qualified health center), Department of Health and Human Services, FISH Inc. (a social and human services organization), the Iosco Transit Authority and the AAA - recently hosted an educational event specifically aimed at grandparents raising grandchildren. It plans to hold another event and the AAA representative was able to raise awareness of the upcoming Request for Proposal cycle that includes the Title III E National Family Caregiver Support Program funding.

Providing technical support to current contracted agencies strengthens the partnerships and effectiveness of the collaborative efforts. The following progress has been made:

- Region 9ers meeting held in November 2016; May 2017
- Annual pre-bidders conference held May 2017
- AAA staff attended 30 COA board meetings (through second quarter)
- On-site assessments/monitor visits of contracted agencies are scheduled throughout the year

2. One community in the PSA will achieve recognition as a Community for a Lifetime by the end of the Fiscal Year



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

2019.

Timeline: 10/01/2016 to 09/30/2019

Activities

The AAA staff will work with the counties within the PSA to identify potential communities willing to work through the extensive process of receiving the designation of Community for a Lifetime. As a Census affiliate with the state of Michigan, NEMCSA is in a unique position to provide myriad of demographic data to communities applying for the Communities for a Lifetime designation. Additionally, many of the agency's staff members were involved in workgroups that led to the designations for the cities of Alpena and Gaylord. Specifically, Kara LaMarre, Special Projects Coordinator for the AAA, provides technical assistance to communities interested in completing assessments. Many of the services offered through the AAA enhance the lives of older residents and those living with chronic conditions by providing opportunities for healthy living such as evidence-based disease prevention programs.

Expected Outcome

The expected outcome is that at least one community in the service area will join Alpena and Gaylord in achieving the designation as a Community for a Lifetime. The technical assistance needed to achieve this designation has been offered each year, but due to the time commitment and lack of funding it has not been taken advantage of, other than by the previously mentioned communities.

Progress

There has been minimal interest by any communities in achieving the designation of a Community for a Lifetime. The tremendous amount of work necessary to achieve the designation is counterproductive to the value of the recognition and continues to be a barrier to stakeholder buy-in.

F. Improve the quality and effectiveness of services provided through the regional aging network and Region 9 Area Agency on Aging partners.

State Goal Match: 6

Narrative

Integral to the improved quality of life for someone wishing to remain in his/her home and avoid premature institutionalization is the opportunity to receive quality care from educated and skilled workers. Community partners face limited budgets and - while they recognize the need to provide additional training - it may be difficult to provide a wide range of educational opportunities. With the AAA providing the opportunities for education it is ensuring access to partner agencies and building a workforce able to provide elders and persons with disabilities high quality services.

Objectives

1. Ensure in-home service providers have access to affordable continuing education opportunities by providing at least two trainings each year enabling them to develop, improve and maintain a high quality level of service to seniors.

Timeline: 10/01/2016 to 09/30/2019



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

Activities

Provide skills training sessions for in-home service providers and partner with other human service and health care agencies to ensure staff access to appropriate educational opportunities.

Expected Outcome

Program participants will experience an increased level of quality care from in-home service providers who have broadened their knowledge of caregiving through participation in appropriate educational opportunities. The increase in quality care leads to greater client satisfaction. There will be lower turn-over for staff that are well-trained and performing competently.

Progress

- A Day of Training was offered for staff and staff of partner agencies in April; 75 people attended; topics included human trafficking, pest control (going into infested homes), and senior dementia



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

Appendices

Appendices A and B are not required to be completed or updated for the FY 2018 AIP. Appendix C should only be completed if there are new/changed criteria for selecting providers. Appendices D, E and F should be completed if applicable to the area agency 2018 AIP. Select the applicable appendix from the list on the left and provide information for each appendix.

- A. Policy Board membership – not required for the FY 2018 AIP
- B. Advisory Council membership – not required for the FY 2018 AIP
- C. Proposal Selection Criteria
- D. Cash-in-Lieu-of-Commodity Agreement
- E. Waiver of Minimum Percentage of a Priority Service Category
- F. Request to Transfer Funds



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

APPENDIX C

Proposal Selection Criteria

Date criteria approved by Area Agency on Aging Board:	06/22/2015
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Outline new or changed criteria that will be used to select providers:

No changes have been made to the criteria.



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

APPENDIX D

Agreement for Receipt of Supplemental Cash-In-Lieu of Commodity Payments for the Nutrition Program for the Elderly

The above identified agency, (hereinafter referred to as the GRANTEE), under contract with the Aging and Adult Services Agency (AASA), affirms that its contractor(s) have secured local funding for additional meals for senior citizens which is not included in the current fiscal year (see above) application and contract as approved by the GRANTEE.

Estimated number of meals these funds will be used to produce is:	0
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These meals are administered by the contractor(s) as part of the Nutrition Program for the Elderly, and the meals served are in compliance with all State and Federal requirements applicable to Title III, Part C of the Older Americans Act of 1965, as amended.

Therefore, the GRANTEE agrees to report monthly on a separate AASA Financial Status Report the number of meals served utilizing the local funds, and in consideration of these meals will receive separate reimbursement at the authorized per meal level cash-in-lieu of United States Department of Agriculture commodities, to the extent that these funds are available to AASA.

The GRANTEE also affirms that the cash-in-lieu reimbursement will be used exclusively to purchase domestic agricultural products, and will provide separate accounting for receipt of these funds.



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

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APPENDIX E

Waiver of Minimum Percentage For a Priority Service Category

Priority Service Category for which Waiver is being requested:		Access Services
Source of Funds	Amount of Funds	Amount of Title III-B
12 COAs	808,736	2,000
Rationale Statement: Explain how waiving the respective required minimum percentage will enhance the service delivery system to be implemented under this plan. (For additional context, refer to AASA Transmittal Letter 2005-107, July 27, 2005.)		
<p>The Region IX Area Agency on Aging (AAA) is requesting a waiver of minimum percentage for Access Service. Our 12 County Councils/Commissions on Aging are currently providing over \$808,736 of Access Services. The AAA and the NEMCSA Board of Directors has placed priority on in-home services allowing more funds to be placed in this category. The expansion of existing resources in specific locations is expected to assist families and the general public in accessing services.</p>		



ANNUAL & MULTI YEAR IMPLEMENTATION PLAN

FY 2017-2019

Northeast MI Community Services Agency, Inc

FY 2018

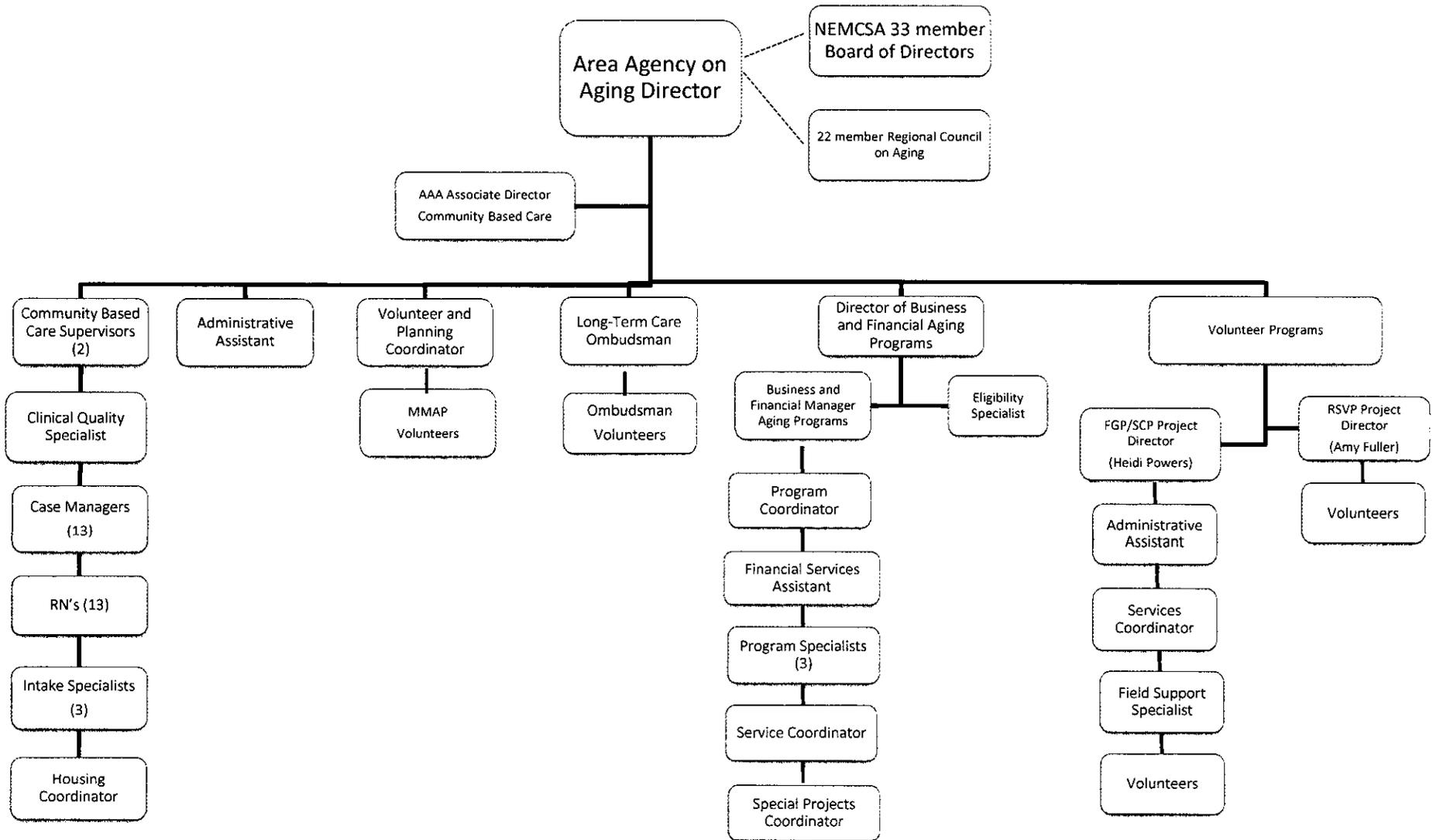
APPENDIX F

Request to Transfer Funds

1	The Area Agency on Aging requests approval to transfer funds from Title III-B Supportive Services to Title III-C Nutrition Services. The Agency assures that this action will not result in a reduction in support for in-home services and senior center staffing. Rationale for this request is below.	Amount of Transfer 0
2	The Area Agency on Aging requests approval to transfer funds from Title III-C1 Congregate Nutrition Services to Title III-B Supportive Services for in-home services. The rationale as to why congregate participation cannot be increased is described below.	Amount of Transfer 0
3	The Area Agency on Aging requests approval to transfer funds from Title III-C1 Congregate Nutrition to Title III-B Supportive Services for participant transportation to and from meal sites to possibly increase participation in the Congregate Nutrition Program. Rationale for this request is below.	Amount of Transfer 0



Area Agency on Aging (AAA)



FY 2017 AREA PLAN GRANT BUDGET

Rev. 4/2016

Agency: NEMCSA - Region 9 AAA

Budget Period: 10/01/16 to 09/30/17

PSA: 9

Date: 05/09/16

Rev. No.: 1 Page 1 of 3

SERVICES SUMMARY

FUND SOURCE	SUPPORTIVE SERVICES	NUTRITION SERVICES	TOTAL
1. Federal Title III-B Services	397,472		397,472
2. Fed. Title III-C1 (Congregate)		500,398	500,398
3. State Congregate Nutrition		10,038	10,038
4. Federal Title III-C2 (HDM)		259,448	259,448
5. State Home Delivered Meals		440,206	440,206
8. Fed. Title III-D (Prev. Health)	27,549		27,549
9. Federal Title III-E (NFCSP)	171,141		171,141
10. Federal Title VII-A			
10. Federal Title VII-EAP	6,833		6,833
11. State Access	29,964		29,964
12. State In-Home	234,658		234,658
13. State Alternative Care	117,956		117,956
14. State Care Management	431,825		431,825
16. St. ANS & St. NHO	71,588		71,588
17. Local Match			
a. Cash	169,762	134,455	304,217
b. In-Kind	7,157		7,157
18. State Respite Care (Escheat)	76,296		76,296
19. MATF & St. CG Support	154,703		154,703
20. TCM/Medicaid & MSO	11,513		11,513
21. NSIP		429,245	429,245
22. Program Income	281,000	825,000	1,106,000
TOTAL:	2,189,417	2,598,790	4,788,207

ADMINISTRATION

Revenues	Local Cash	Local In-Kind	Total
Federal Administration	150,668	23,970	174,638
State Administration	26,252		26,252
MATF & St. CG Support Administration	13,923		13,923
Other Admin			
Total AIP Admin:	190,843	23,970	214,813

Expenditures

	FTEs	
1. Salaries/Wages	1.29	66,503
2. Fringe Benefits		30,375
3. Office Operations		117,935
Total:		214,813

Cash Match Detail		In-Kind Match Detail	
Source	Amount	Source	Amount
		Volunteer Hours	23,970
Total:	-	Total:	23,970

I certify that I am authorized to sign on behalf of the Area Agency on Aging. This budget represents necessary costs for implementation of the Area Plan. Adequate documentation and records will be maintained to support required program expenditures.

Signature _____

Title _____

Date _____

CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
Finance/Business Meeting June 13, 2017

The Finance/Business Meeting of the Cheboygan County Board of Commissioners was called to order in the Commissioners Room by Commissioner Brown at 9:30 a.m.

Roll called and a quorum present.

Present: Commissioner Chris Brown, Richard Sangster, Michael Newman, Cal Gouine, Roberta Matelski, John Wallace and Robert Bolinger.

Absent: None

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

Motion by Commissioner Sangster, seconded by Commissioner Bolinger, to approve the amended agenda adding letter (J.) Budget Adjustment – Inter-budget Transfer – Payroll Related under New Business. Motion carried with 7 yes, 0 no and 0 absent.

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

- A. Approve Monthly Finance Claims (Finance Total = \$25,039.91; Prepaid Total = \$857,659.27.)
- B. Budget Adjustments as follows:
 - 2017 Raise Revenue/Expenditures
 - 1. Fund 101 Total Budget Increase of \$605
- C. Investment Report
- D. Cheboygan County Fair – Animal Oasis (Mobile Petting Zoo)
- E. BC/BS Inmate Services Contract 2017-2018
- F. Fair Ground Usage Agreement – Cheboygan Jaycees-William’s Benefit
- G. Correspondence - DNR Letter - Notice of Payments In Lieu of Taxes
- H. Minutes:
 - 1. Finance/Business Meeting of May 9, 2017, Committee of the Whole Meeting of May 23, 2017 and Reconvened Meeting of May 31, 2017
 - 2. NEMCOG – 3/16/17 (Revised)
 - 3. Planning Commission – 5/3/17
 - 4. District #4 Health Department – 4/18/17
 - 5. City Council – 4/25/17 & 5/9/17
 - 6. County Road Commission – 4/20/17 & 5/25/17
 - 7. NEMSCA – 5/5/17
 - 8. ZBA – 4/26/17
 - 9. Fair Board – 4/3/17 & 5/1/17

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

Citizens Comments-

Carl Muscott commented that on the agenda today there was the Zoning Ordinance Amendment #138. This was where the Community Development Department was redefining family as “a group of individuals, whether related or unrelated, who were occupying a dwelling”. This was very far from any historical or biblical reference to a family. The Merit Webster stated, “A group of individuals living under one roof and usually under one head or a group of persons with common ancestry.” Emmet County defined it differently, “One or more persons related by blood, marriage or legal adoption, etc...” Otsego County defined it as “Family of one or two related persons or parents.” Shiawassee County stated, “Any ordered term not defined in this article shall be given a meaning of common or standard exceptions, where the dictionary may be consulted”. Dealing with the short term rental issue, which was self-inflicted has now created Zoning Ordinance Amendment #138. He asked the Board to table it until such time as the State legislation deals with it. He commented on the grant application that was before the Board regarding the Blight issue of the Gold Front being torn down and he wasn't quite sure how a tax foreclosure sale goes on a land contract and then gets dropped. How the tearing down of the Gold Front at tax-payers dollars was going to help economic development in downtown Cheboygan.

Beverly Haas of Waverly Township inquired about getting any input from the Drain Commissioner or from any other parties regarding reopening the 1965 Army Corps of Engineers study on the water levels at Black Lake. The water levels have been really high in the past several years. The citizens have been working with the Alverno Dam Operators as to how to get the water level down and also have been running experiments on flows thru the dam, but there was a constriction in the river. The Army Corps of Engineers did a study and it has come to the point where they were wondering how much water really does go through the Smith Rapids and the different pond levels. One of the things was to get the Army Corps of Engineers involved. There was funding available for doing this. Under the Federal Energy Regulatory condition, the Alverno Dam Operators would like to request this thru the County this June, so they could get this going. Administrator Lawson stated that he had talked with the Drain Commissioner, Cam Cavitt regarding this about a month ago, but nothing from a property owner or Alverno Dam Operators. If he understood the grant properly, the dam operator would have to ask the government unit to either ask the State or the County to be a sponsor for the grant. Commissioner Wallace asked who established the water level on Black Lake. Administrator Lawson stated that the Court order that was registered many years ago established the level.

Scheduled Visitors - None

Finance Director's Report

Finance Director Kari Kortz presented the General Fund Revenue and Expenditure Report for April 30, 2017. She reported total year-to-date revenue of \$1,401,126.57, or 11.53% of the budget, compared to \$1,501,345.67 or 12.61% of the budget last year at the same time. She also reported on the total year-to-date expenditures of

\$3,425,866.11, or 28.20% of budget, compared to \$3,360,659.41 or 28.23% last year as of the end of April. She reported on the Cash Summary by Fund Cash and Investment Report for April 30, 2017, which totaled \$22,063,324.77. An explanation of the deficit balance accounts was given.

Administrator's Report

Administrator Lawson reported that the staff had posted a request for proposals from architectural firms to provide bids to complete final architectural and engineering plans for the construction of the Jail Expansion and Storage Project. Bids would be reviewed by staff with a recommendation for award at the July 11, 2017 Board Meeting.

Administrator Lawson reported that the staff had received the signed copy of the grant agreement from the State of Michigan and had posted a request for proposals from engineering firms to provide bids to complete the final engineering plans for the replacement of fuel tanks and gas dock-building at the Marina. Bids would be reviewed by staff with a recommendation for award at the August 8th Board Meeting.

Administrator Lawson reported that that State of Michigan had approved minimum standards for indigent criminal defense standards for the courts. The standards require that County's submit compliance plans with LARA by November 20, 2017. Staff was working with the Judges to develop the County's compliance plan. List of things looking at: County would be reimbursed.

Committee Reports - None

Old Business – None

New Business

Audit Manager from Gabridge & Company, Neil Hammerbacher presented the audit of the financial statements for the County of Cheboygan for the year ending December 31, 2016. The audit contained a clean "unqualified" opinion. The County's financial statements were free of material budget violations and deficit fund balances; deficit cash balances had been reclassified as due to other funds.

Motion by Commissioner Wallace, seconded by Commissioner Sangster, to accept the December 31, 2016 audited financial statements for Cheboygan County. Motion carried with 7 yes, 0 no and 0 absent.

Finance Director Kari Kortz presented the audit of the financial statement of Straits Regional Ride for the year ending December 31, 2016. This year's audit was performed by Gabridge & Company; the same auditors that performed the County-wide audit. Although the financial statements for Cheboygan County for the year ending December 31, 2016 contained information on Straits Regional Ride, MDOT requires that a separate audit be performed in accordance with the Audit Guide for Transportation

Authorities and Agencies in Michigan. The audit contained a clean “unqualified” opinion.

Motion by Commissioner Sangster, seconded by Commissioner Newman, to accept the December 31, 2016 audited financial statements for Straits Regional Ride. Motion carried with 7 yes, 0 no and 0 absent.

Straits Regional Ride Director, Michael Couture presented the Title VI plan which provided that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, in or be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance. The updated plan being presented defines how SRR would comply with the requirements, keep records, and convey the information to the general public. As well as training employees on what to do if and when there was a potential issue or language barrier, the tracking of any complaints, and the requirements to be followed in such an instance. This plan was last updated in April 2014, so this June 2017 update was to reflect any changes in procedures since April 2014. This plan has been reviewed by legal counsel and reflected only minor changes.

Motion by Commissioner Sangster, seconded by Commissioner Gouine, to adopt the Cheboygan County Straits Regional Ride Title VI Plan revision for June 2017 and authorize the staff to submit to State and Federal Agencies. Motion carried with 7 yes, 0 no and 0 absent.

Community Development Planner, Scott McNeil presented the Zoning Ordinance Amendment #138. Currently short term rental of dwellings was not allowed under the Cheboygan County Zoning Ordinance. The subject zoning ordinance amendment was proposed to change the definition of Dwelling or Dwelling Unit and change the definition of Family in order to allow short term commercial rental of all dwellings in all zoning districts. The current definition for Dwelling or Dwelling Units read as follows: a single unit building or portion thereof, provides complete independent living facilities for one (1) family for residential purposes, including permanent provisions for living, sleeping, heating, cooking, and sanitation. This amendment removes the reference to family from the Dwelling or Dwelling Unit and clarifies other uses, which were not to be deemed dwellings. A new definition for family was also proposed in order to remove reference to a domicile and specific groups in the current definition. Family was used in other use listings and other sections of the zoning ordinance. The Planning Commission held a public hearing regarding this amendment on April 19, 2017. Support for this amendment was found in the Cheboygan County Master Plan.

Commissioner Wallace commented that if they looked at the American Disability Act, it was kind of loose as what a family was considered for a dwelling.

Motion by Commissioner Wallace, seconded by Commissioner Newman, to adopt Zoning Ordinance Amendment #138 per Planning Commission recommendation of approval.

**CHEBOYGAN COUNTY
Zoning Ordinance
Amendment #138**

AN ORDINANCE TO AMEND THE CHEBOYGAN COUNTY ZONING ORDINANCE No. 200 TO PROVIDE DEFINITIONS FOR DWELLINGS, DWELLING UNITS and FAMILY.

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 amend the following new definitions in their appropriate alphabetical location, which new definitions shall read in their entirety as follows:

Dwelling or Dwelling Unit

Any building or portion thereof which is occupied in whole or in part as a home, residence, or sleeping place, either permanently or temporarily, by one or more families, but not including bed and breakfast, boarding or lodging houses, resorts, resort hotels, recreation farms, vacation lodges, motor inns, hotels, motels and other tourist lodging facilities.

Family

A group of individuals, whether related or unrelated, who are occupying a dwelling.

Section 2. 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 3. 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 7 yes, 0 no and 0 absent.

Community Development Planner, Scott McNeil presented the Zoning Ordinance Amendment #139. The applicant has requested a rezoning of two (2) parcels from Agriculture and Forestry Management (M-AF) zoning district to Light Industrial Development (D-LI).

Motion by Commissioner Sangster, seconded by Commissioner Gouine, to adopt Zoning Ordinance Amendment #139, to incorporate into the Board of Commissioner's record in this matter all Cheboygan County Planning Commission public hearing minutes and all documents submitted to the Planning Commission in Connection with its consideration of the rezoning request, and to adopt as its own the findings made by the Planning Commission at its meeting on April 19, 2017 on the rezoning factors considered by the Planning Commission on the rezoning.

CHEBOYGAN COUNTY
Zoning Ordinance Amendment
#139

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 property located in Walker Township, Cheboygan County from Agriculture and Forestry Management District (M-AF) to Light Industrial Development District (D-LI). The land to be rezoned is described as follows:

Parcel #220-005-200-001-01, Commence at the North East corner of North West 1/4 of North East 1/4, Section 5, T34N,RIW; thence Westerly 250 feet along the north section line; thence South 300 feet; thence East 250 feet to the East line of the North West 1/4 of the North East 1/4; thence North 300 feet to the Point of beginning, part of the North West 1/4 of the North East 1/4. Also Parcel #220-005-200-002-00, Commence at the North East corner of the North West 1/4 of the North East 1/4, Section 5, T34N,RIW; thence West 325 feet to the Point of beginning; thence South 300 feet; thence West 200 feet; thence North 300 feet to the North section line; thence East to the Point of beginning, Part of NW1/4 of the NE1/4.



Map depicting the rezoning

Section 2. 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 3. 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 7 yes, 0 no and 0 absent.

Finance Director Kari Kortz presented the 2018 Crime Victim's Rights Application. This grant was between the Michigan Department of Community Health and the County of Cheboygan. It offsets the cost for Victim's Rights Services provided through the Prosecutor's Office and was applied for each fiscal year, which was included in the general fund budget. Since the agreement was between the State and the County, the Prosecuting Attorney was requesting the Board's approval.

Motion by Commissioner Gouine, seconded by Commissioner Bolinger, to authorize Grant, acceptance and execution of all other necessary Grant documents by the County Chairperson after review from the County Finance Director and Legal Counsel (if applicable). Motion carried with 7 yes, 0 no and 0 absent.

Finance Director Kari Kortz presented the ratification of the Byrne JAG and MDCGP Drug Court Grant Applications. Each year the Cheboygan County Drug Court applies for grant funds to continue the Drug Court Program. This year the process changed. The State Court Administrator's Office required that each adult drug, DWI, hybrid, and family dependency drug court program become certified. Once certified, the grant application process was simplified to include one application for multiple funding sources. This application was for certification and requested funding for both the Byrne JAG and Michigan Drug Court Grant Program (MDCGP) funding pools. The certification and grant application deadline was June 2, 2017. The Court had hoped to provide these applications at the May 23rd meeting, but due to delays in gathering the information required for the certification process, this deadline was not met. On May 19th, the Court informed the staff they would prepare the application and provide the grant application at this Board meeting for Board ratification.

Motion by Commissioner Wallace, seconded by Commissioner Bolinger, to ratify the 2018 Adult Drug DWI, Hybrid, and Family Dependency Drug Court Certification application and funding request for both Byrne JAG and MDCGP in the amount of \$110,042. 63 previously electronically submitted on behalf of the Board Chairperson and authorize the Board Chairperson to sign any forthcoming required documentation after review by the Finance Director and legal counsel, if applicable. Motion carried with 7 yes, 0 no and 0 absent.

Treasurer Buffy Weldon presented the Foreclosures Sale Proceeds Report. The report included all revenues and expenses for the fund. She stated that at this time there was \$106,235.48 in the foreclosure fund that could be moved to the General Fund.

Motion by Commissioner Wallace, seconded by Commissioner Newman, to accept the 2017 Foreclosure Sale Proceeds Report and instruct the County Treasurer to move \$106,235.48 from the Foreclosure Fund to the General Fund designated for capitol improvement. Discussion was held. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Treasurer Buffy Weldon presented the Property Foreclosure First Right of Refusal for 18 property foreclosures. She suggested to the State of Michigan to take over two (2) of the properties due to there being adjoining state property to both. Adjacent land owners had been contacted.

Motion by Commissioner Sangster, seconded by Commissioner Gouine, to authorize Chairperson Chris Brown to sign the waiver of First Right of Refusal in accordance with Act 123 P.A. 1999. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Lawson presented the MSHDA Blight Elimination Grant Application – Gold Front Building Removal. The Gold Front property in Downtown Cheboygan was sold on a Land Contract by the County as part of a tax sale in 2011. The person that purchased the property under the land contract can no longer make the payments and has deeded the property back to the County. He and the Treasurer Weldon had meet with representatives of the City, which had indicated that they were supportive of the building being removed, which fits into the City's plans associated with Festival Square and the Opera House. The City had provided preliminary confirmation identifying the possible redevelopment of the parcel after demolition of the building as landscape and parking area as part of the redevelopment of the area. Inspection of the inside of the building found that there was a lot of water damage and it would have to be gutted out in order to be renovated.

The State of Michigan was currently accepting applications for grant funding for demolition projects with communities through the MSHDA Blight Elimination Program. Grants for this program were due June 21, 2017. Although the time line for grant submittal was tight, the Treasurer and staff would like authorization from the Board to work with Northern Homes, Inc., to prepare a grant application for submittal to the State prior to the deadline. The application would be provided for Board at the June 27, 2017 meeting. This was being requested due to the fact that the State had not confirmed that the program would be continued to be funded in 2018. Northern Home's fee for grant application was estimated to cost \$1,500 to \$2,000, which would be paid by the Treasurer's Tax Foreclosure Fund.

The Grant program covers up to \$250,000 for building removal. The estimated cost to remove the Gold Front was \$150,000 to \$200,000.

Commissioner Wallace commented why the County was dealing with this instead of the City. Administrator Lawson stated that the County owned the building and if nothing

was done, the County would be receiving a Blight Notice. Commissioner Wallace commented that the County would be spending all this money and then be giving it to the City, so why doesn't the County just sell it to them. Administrator Lawson stated that the County was going to have to work together as a partnership to figure out what to do with this structure. The City has an interest in it once the building was removed as part of their initial plan to link this property to the building next door, which would likely go into foreclosure. Eventually, this would probably be all one (1) unit open space area. If the other building comes up on tax sale in the future, this opening would be linked to Festival Square. Commissioner Brown commented that they should be looking at keeping the property because once it was improved it would have more value as vacant land and shouldn't they be looking at keeping it on the tax roll. Administrator Lawson stated that this was what they would have to negotiate as to what the amount of cost the County would have in it and at least get reimbursed back for the removal costs. On the grant, they would have to identify who they partnered with. It has been work to keep it on the tax roll since 2011 and it would be preferred to keep it back on the tax roll, but right now this was the option that they had in front of them. Pursuant to what has been said, the City was looking at parking and also integration between the Opera House and the Festival Square Area. The Board would make the final decision.

Motion by Commissioner Sangster, seconded by Commissioner Newman, to submit grant application for MSHDA Blight Elimination Funds from the State of Michigan and authorize all necessary budget adjustments. Motion carried with 7 yes, 0 no and 0 absent.

Finance Director Kari Kortz presented the following inter-budget transfer, which was requesting a transfer related to personal services (payroll) line items: An employee in the Friend of the Court office resigned effective June 2, 2017. The Friend of the Court had requested to transfer the savings of \$3,922, resulting from previous unpaid leave and the staff vacancy through June 9, 2017, from full-time to overtime to allow the other departmental staff additional hours to keep up with the work load and train a new employee. This budget adjustment decreased the full-time expenditure line item and increased the overtime expenditure line item by \$3,922.

Motion by Commissioner Sangster, seconded by Commissioner Newman to approve the inter-department budget transfer (From 215-141 to 215-141 totaling \$3,922). A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Commissioner Brown presented his letter of resignation effective June 25, 2017. He accepted a new position out of the county as the Municipal Manager of the Village of Pentwater. He stated that this decision was not an easy one. It has been an honor and a privilege to serve the residents of Cheboygan County, working with the County employees and he greatly appreciated the support from his constituents of District #1.

Motion by Commissioner Gouine, seconded by Commissioner Wallace to accept the resignation of Commissioner Brown effective June 25, 2017. Motion carried with 7 yes, 0 no and 0 absent.

Citizens Comments

Beverly Haas clarified that Administrator Lawson was right that The Black River Limited Partnership could come before the Board and request to reopen the survey. She would like to make sure when this does come to the Board, the citizens would have an input on the scope of the study. Commissioner Gouine asked if there was really a problem. She stated that in 2016 there was a lot of flooding. Monitoring has been done to see how much flow of water goes thru there, which the Black Lake Preservation Society and the Black Lake Association have been working on.

Carl Muscott welcomed Commissioner Roberta Matelski and appreciated the Board's wise decision to choose her. Mr. Muscott wished Commissioner Brown well in his new position. He questioned the inmate work program funding shortage. It was a worth-while program and he didn't want to see it illuminated. Finance Director Kortz stated that she didn't suggest that it was going to be lost, just that there might be funding needed. In the Board packets this week, it showed the Inverness Sewer Debt. He understood that it was guaranteed by the Inverness Township and not on the shoulders of Cheboygan County, but at one time Cheboygan County did facilitate that infrastructure work and they still have the issue here where there was money to tear down structures in downtown Cheboygan, but didn't have money for infrastructure to help Meijer come into the County. He suggested doing a search on the internet for the Meijer's News Room where all their press releases were and then search for Cheboygan. There would be, "no results". The little bit of history that was there four (4) years ago was gone and the expense that had been spent here in Cheboygan County with Meijer amounted to nothing. Cheboygan County may have lost the opportunity. There was an Inverness Township meeting scheduled on Thursday, June 18th.

Board Member Comments

Commissioner Wallace handed out the May 2017 newsletter from Michigan Works "Making an Impact". He reported that a company was opening up a \$250 million plant in Grayling with 250 employees being hired and MI Works would be involved in handling the training of the employees.

Commissioner Gouine asked about an update on the new telephone lines at the airport. Commissioner Lawson stated that they were looking into it. IT Director Dave Berg was getting some numbers together and confirming with the cable company as to what their costs were. He stated that they might have to figure out how to put in their own conduit in to help keep the pricing down or go to a board system. Commissioner Brown commented that fiber would be best if it was available because they could do voice over, which could be used for as many phone lines that they want and would really cut their costs.

Administrator Lawson clarified that in 2015, the County did clarify that a unit could approach the County to use them as a funding mechanism to borrow money as much as the way the sewer project was done in Inverness Township. So technically, the

County wouldn't be giving the money, but if the unit wanted to use them for a funding mechanism, they could do that. There was a technicality between doing that and owning the line, which the County doesn't own the line and cannot appropriate funds to pay for it.

Commissioner Wallace commented that the County was just the bonding agent for the sewer project.

Commissioner Sangster commented that at the Special Meeting that was held regarding Meijer, it was stated to both units of government that the County was here for them when needed and this was still the case.

Administrator Lawson commented on the County audit. When looking at the numbers, it represented the whole Board helping to save money. He pointed out that the Finance Director Kari Kortz spent tons of hours and goes above and beyond what a normal municipal employee would do to help the auditors produce these results. He wanted everyone to recognize her and her staff for it. Commissioner Brown thanked her for a great job.

Motion by Commissioner Wallace, seconded by Commissioner Brown, to adjourn to the call of the Chair. Motion carried with 7 yes, 0 no and 0 absent. Meeting adjourned at 11:09 a.m.

Karen L. Brewster
Cheboygan County Clerk/Register

Chris Brown
Chairperson Board of Commissioners

**Cheboygan County Board of Commissioners
Committee of the Whole Meeting
June 27, 2017**

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

Roll called and a quorum present.

PRESENT: Commissioners Richard Sangster, Michael Newman, Cal Gouine, Roberta Matelski, John Wallace and Robert Bolinger.

ABSENT: None - District #1 vacant

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

Motion by Commissioner Gouine, seconded by Commissioner Bolinger to approve the agenda as presented. Motion carried with 6 yes, 0 no and 0 absent.

County Clerk Karen Brewster opened the floor for nominations for the Cheboygan County Board of Commissioner Chairperson.

Motion by Commissioner Bolinger, seconded by Commissioner Newman, to nominate Commissioner John Wallace as Chairperson. A roll call vote was taken. Motion carried with 6 yes, 0 no, and 0 absent.

Commissioner Wallace stated that there was no need to nominate a new Vice-Chairperson because Commissioner Sangster was doing a great job.

County Clerk Karen Brewster administered the oath of office to Commissioner John Wallace as Chairperson of the Cheboygan County Board of Commissioners.

CITIZENS COMMENTS

Karen Johnson commented that she was a resident of Beaugrand Township for approximately 14 years and would be applying for the open seat on the Board of Commissioners and she wanted to introduce herself to the Board. Ms. Johnson stated that she was a Republican with extensive knowledge in the construction and planning industry. Her experience included being attentive to client needs, providing information and solutions to issues that may arise as well as working within a team environment. She believed that these assets would be in assistance to the Board of Commissioners in making decisions for Cheboygan County and made her the ideal candidate for the appointment.

Carl Muscott congratulated Commissioner Wallace for his newly elected position as Chairperson. He wanted to address the Canadian Geologic Repository issue who were

asking for a letter opposing the waste dump, which was nothing more than a 1,300 foot underground storage for low level radiation. Obviously, nuclear plants produce this type of waste that they have to deal with somehow. An article was passed around, which showed how much the marginalized support polling had been. In the article, they try to say that because of the United States County Association supporting them this meant that the whole United States was in support of it. He stated that the more pressing issue would be the Big Rock Nuclear Plant with seven (7) canisters stored in Charlevoix County. These were stored in transport canisters for approximately 20 years, which are low level nuclear radiation. Also stored right on the shore of Lake Michigan were 441 fuel rod assemblies. It was proposed initially to store those for a maximum of 10 years and it now has been two decades. Mr. Muscott commented on the demolition of the Gold Front Building. He stated that if they accept Mr. Lawson and the City of Cheboygan's premises that the more buildings that would be torn down, the more businesses they would attract. This was ridiculous. The more gaps that they get in retail down there, the fewer they would have. The City of Cheboygan was turning into a municipality owned entity and already owned 53 properties outside of the City, which was all non-productive as far as taxes go. Plus they were using Cheboygan County taxpayer's money to facilitate tearing the building down. He encouraged the Board to look at another alternative.

Susan Lux a resident of Wilmot Township stated that each year her neighbors throw a huge giant party. There was not a County noise ordinance in place, which needed to be implemented because this ties law enforcement from entering onto the property. Over one (1) year ago, Community Development was supposed to be looking into and implementing an ordinance for one (1) camper per residential property. She stated that there were approximately 500 campers who camped next to her property this past weekend. Her husband has cancer and was going through chemo. There was loud music, which sounded like bands playing right in her living room. This went on from Thursday night until Sunday evening. Day and night. Non-Stop. She stated that she could feel the bass in her chest and, unfortunately, she wasn't young anymore and didn't enjoy it. Also the noise from the party has disrupted the campers in the State Campground next door. There was an open invitation on social media with multiply web-sites. They had no security and no liquor license in place. It was a dangerous situation and out of control. Mrs. Lux stated that there needs to be a noise ordinance in place so that police officers could go in and do their job. This has to be taken care of and until it was, she would be attending every meeting. The citizens need to be protected and they need to make the community safe.

SCHEDULED VISITORS/DEPARTMENT REPORTS

Veterans Director Richard Wiles presented the 2016 Veteran Services Annual Report. The Mission and Vision statement was read. During the first quarter of 2016 of the County Veterans Office underwent a personnel change with the previous Veteran Service Officer resigning and the new assistant, Sara Cunningham, having only been there about a month. As the new Veterans Service Officer, he was hired and started in the position at the end of the month. VA Benefits had been granted to over 2,400

veterans in Cheboygan County. VA Benefits not only improve veteran's life, but also the local economy. Over \$19.4 million dollars in federal benefits in FY 2016 was awarded to Cheboygan County Veterans per Geographic Distribution of VA Expenditures Fiscal Year 2016. Services provided were as follows: Service Connected Disability Compensation; Veteran Pension; Survivor Pension; Burial Benefits; Dependency and Indemnity Compensation; VA Health Care Enrollment; DAV Van ride coordination and other travel options; Military Records Request; Vocational Rehabilitation and Employment; Emergency Financial Assistance; Automotive and Special Adaptive Equipment; Dependent and Survivor Benefits; VA Ancillary Benefits; and Veteran Advocacy. The new staff hit the ground running with many accomplishments. 2017/2018 Goals were presented. There were a total of 1,159 walk-ins and appointments. The office also received 2,035 phone calls in 2016. The claims processed by type were as follows: 35 Compensation; 3 Pension; 7 Surviving Spouse; 68 Burials; 69 Records Requested; 47 Health Care and 59 Intent to File. Veterans expenditures in Cheboygan County, which were monies coming into the County through VA Benefits were \$19,485,000. The Veterans population for Cheboygan County was 10.8%. The VSO provides financial assistance for emergency needs to qualified veterans and their families for temporary assistance covering emergencies or hardships concerning shelter, food utilities, automobiles, and other circumstances. Assistance MUST be for an emergency and not for the relief of an inconvenience, want, or desire and cannot be used for long term or reoccurring problems. There were three assistance funds available through their office and each had specific eligibility requirements for the veteran or family member to qualify as follows: Veterans Assistance Fund (funded solely by donations), Soldiers Relief Fund (funded by Cheboygan County), and MI Veterans Trust Fund (funded by MVTF) (State). If approved, assistance was always paid directly to a vendor, not the applicant. Financial assistant accounts were paid from the Veterans Assistance Fund of \$2,441.41; Soldier Relief Fund of \$3,237.03 and MI Veterans Trust Fund of \$13,423.54. The county office regained control of the DAV Van operations in March 2016. At that time, veterans were only being transported to Mackinaw City or Gaylord. They worked with the VA in Saginaw to get permission to expand their travel limits and were now able to transport veterans not only to regular VA medical appointments, but also to any VA referred private medical appointment within the state. They were also able to use any prearranged high visibility, public location as a pickup and drop off spot to make it more convenient for the county veterans. Presently, included were Veteran Service buildings, Mackinaw CBOC, and Assisted Living facilities. Van rides were dependent on volunteer driver availability and weather. Average time for a volunteer driver to go through the approval process had been 1-2 months. The DAV van's annual miles totaled 14,875 with 62 veterans driven by 8 volunteer drivers. The Board of Commissioners and Sheriff Clarmont thanked the Veteran's office for their great service.

Sheriff Dale Clarmont presented the 2016 Cheboygan County Sheriff's Department Annual Report. The actual expenditures of the Department came in at \$151,869 (4%) below the requested budget of \$3.772 million. Sheriff Clarmont stated that the jail revenues were \$316,811, grant funding and donation revenues were \$215,898, and other assorted revenues produced the total revenue for the jail of \$534,046 in 2016.

The expenditures of the Department in 2016 were \$3.620 million with the 2016 actual cost totaling \$3.086 million. The average In-County inmate totaled 79 inmates per year. The Cheboygan County Work Crew Program totaled a net savings to taxpayers of \$19,411. He read a letter written to the editor from David Martin in support of the Work Crew Program and the benefits to the county. The total labor hours were 6,000. Sheriff Clarmont stated that the county work crew program was a win-win. Road Patrol statistics logged in calls totaling 11,328 and there were 513 arrests in 2016. Continued services from the Cheboygan County Sheriff Department Search and Rescue Team with local fire department of five (5) emergency response calls, which were 100% successful; project lifesaver program and a child missing program; continued effective School Liaison Officer Program for all Cheboygan County Schools; continued effective ORV/Marine/Snowmobile Patrols and continued Department K-9 Unit. There were a total of 70 calls responded to by the K-9 Unit. Sheriff Clarmont thanked Tony and Roberta Matelski who donated an additional \$12,000 for the canine unit. The Sheriff's Department does Community Education/Committee appointments; continuing collaborative effort with the Cheboygan County Council on Aging and have continued hours of the Wolverine substation on Thursdays from 11:00 a.m. to 1:00 P.M.. Jail medical program had continued success with reducing costs and prescriptions with District Health Department #4 and the jail was Narcotic Free. The Fiscal Year 2016 County Jail Medical Expenditures totaled \$41,793. Sheriff Clarmont reported that the Department was 100% compliance with MSTC Corrections Officers Training Certification; MDOC Administrative Rules and MCOLES training standards. Programs offered within the jail were Alcoholics Anonymous, Community Mental Health, Abuse Counseling and Prevention and Bible Study.

Wilmot Township Citizen Susan Lux commented that the Sheriff's Department was grossly under-budget. She thanked the Matelski's for their contributions to the K-9 Unit and stated that this makes a big difference in the schools and also in the community. The School Resource Officer, Ron Fenlon who opens his phone up to kids for "Text a Cop" was also under-paid. This was a huge task to take on and she thanked the Sheriff's Department. Sheriff Clarmont stated that Officer Fenlon was 100% committed. Also, Mrs. Lux stated that the work crew project was brilliant.

Sheriff Clarmont commented that he talked with Mrs. Lux and he recommended she come before the Board. The number one issue that they have with parties was there was no County noise ordinance and because of that, it ties their hands. This was only one of several throughout the County that had started to spring up. If the County had a County noise ordinance, it could be regulated some-what, however, it was certainly within the Townships right to issue those permits. Discussion held on the procedure of getting a noise ordinance passed. Sheriff Clarmont congratulated Commissioner Wallace on his election as Chairperson.

ADMINISTRATOR'S REPORT

Administrator Jeff Lawson was looking for some guidance from the Board of Commissioners on scheduling a meeting to interview and appoint a new Commissioner for District #1. Applications were open until the 5th of July, 2017.

Motion by Commissioner Sangster, seconded by Commissioner Newman, to approve scheduling a Reconvened Meeting on Friday, July 14, 2017 at 9:30 a.m.. Motion carried with 6 yes, 0 no and 0 absent.

Administrator Jeff Lawson reported that the CCE Central Dispatch Radio Study was received and would be put on the web page. The motion was in support of two recommendations: Change to the 800 MHz Radio System and approve a funding option to implement this project and for the CCE Board of Directors to direct CCE staff to begin contract discussions with the MPSCS and to prepare an RFP to obtain future quotes from vendors for the necessary equipment. The CCE 911 would like to set up meetings in the next several months to give updates not only on this project, but other projects that were being worked on.

OLD BUSINESS

Administrator Lawson presented the MSHDA Blight Elimination Grant Ratification – Gold Front Building. The Gold Front properties located in Downtown Cheboygan were sold on a land contract by the County as part of a tax sale in 2011. The person that purchased the property could no longer make the payments and deeded the property back to the County. He and Treasurer Weldon met with representatives of the City, which indicated that they were supportive of the buildings being removed. This fit into the City's plans associated with Festival Square and the Opera House. The City had provided preliminary confirmation identifying the possible redevelopment of the parcel after building demolition as a landscape and parking area as part of the redevelopment of the area.

The State of Michigan accepted applications for grant funding for demolition projects within communities through the MSHSDA Blight Elimination Program up until June 21, 2017. The proposed project was for demolition of two (2) blighted commercial buildings located at 417 N. Main Street and 418 N. Huron Street, Cheboygan, MI 49721. The buildings were located in downtown Cheboygan and previously functioned as a restaurant with apartments above, and a banquet hall/bowling alley. The two buildings were adjacent to each other and had a combined total of approximately 27,000 square feet. The estimated cost of the project was \$242,000 with \$200,000 (79%) State funds and \$42,000 (21%) of project cost Cheboygan County match (5% of project cost to be returned to the County for administration fees). The County was not committed to match the payment until a grant agreement was offered by the State, approved and signed by the County. Authorization to sign a grant agreement would be completed after an offer of grant award was received from the State. Discussion held on the perimeters of the grant process.

Commissioner Wallace stated that after being in the real estate business, he could not think of anybody who would want to pay \$300,000 for a vacant lot in the middle of Cheboygan, with a small lot, which goes from street to street as an investment. Commissioner Sangster stated that this was a win win for everyone. Administrator Lawson stated that the costs were based on previous demolitions in the county, but what was not in the bid was the redevelopment costs. Additional costs in whatever infrastructure was needed from the unit that owns it. Commissioner Sangster stated that it was not the end all, but the first step in the right direction.

Motion by Commissioner Sangster, seconded by Commissioner Newman to ratify grant application for MSHDA Blight Elimination Funds from the State of Michigan in the amount of \$200,000 as submitted on behalf of the Board Chairperson. Motion carried with 6 yes, 0 no and 0 absent.

NEW BUSINESS

Commissioner Sangster stated that he was concerned with the discretions of the letter opposing Canadian Geologic Repository. Several people listed on this document were either deceased or not in office. The document needed to be updated and he would have a problem endorsing it. Administrator Lawson commented that back in 2014 the Board was asked to sign the resolution, which was done. This particular document came before him from Commissioner Brown before he left. Mr. Brown did an initial review and asked him to put it on the agenda. If the Board would like to alter this, it could be modified in any way or simply state that they didn't take any action.

Motion by Commissioner Sangster, seconded by Commissioner Bolinger, to receive and file correspondence with no action taken. Motion carried with 6 yes, 0 no and 0 absent.

BOARD MATTERS FOR DISCUSSION

Commissioner Sangster discussed getting more information regarding the issues with Mrs. Lux. Administrator Lawson stated that he would have his staff put together a report, do some preliminary research on the ordinance and bring it back to the Board.

CITIZENS COMMENTS

Carl Muscott commented that he was in agreement with Commissioner Sangster in that Cheboygan County and City residents all paid taxes here in Cheboygan County. At the last Board of Commissioner meeting, the Board passed an amendment to the zoning ordinance identifying a family dwelling as a group of individuals. Cheboygan County was in violation under the Code of Federal Regulations Title 42, which was a federal group of laws that protect fair standard housing. He stated that the definition of "family" under Title 42 included a single individual. In a handout, which he passed out showed tons of available materials on line. He questioned why the Community Development Department chooses to ignore the fact that for more than twenty (20) years, court cases

set precedence and determined that the planning and zoning ordinances had to adhere to the Fair Standards Act. This most recent amendment needs something along these lines as a revision. Mr. Muscott asked that the County not violate federal law.

BOARD MEMBER COMMENTS - None

Motion by Commissioner Sangster, seconded by Commissioner Bolinger, to adjourn to the call of the chairperson. Motion carried. Meeting adjourned at 11:19 a.m.

Karen L. Brewster
Cheboygan County Clerk/Register

John B. Wallace
Chairperson Board of Commissioners



CHEBOYGAN COUNTY PLANNING COMMISSION

870 SOUTH MAIN ST., ROOM 103 ■ PO Box 70 ■ CHEBOYGAN, MI 49721
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CHEBOYGAN COUNTY PLANNING COMMISSION MEETING & PUBLIC HEARING WEDNESDAY, MAY 17, 2017 AT 7:00 P.M. ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING

PRESENT: Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Churchill, Jazdyk
ABSENT: Lyon
STAFF: Scott McNeil, Steve Schnell, Peter Wendling
GUESTS: Eric Boyd, Cal Gouine, Chad Lyons, Dawn Drolshagen, Russell Crawford, Cheryl Crawford, Kerri Sarrault, John F. Brown, Rick Tromble, Michele Tromble, John Moore, Gary Painter, Carl Muscott, Dian Lissfelt, Lou Vassilakos, Roger Jacobs, Chuck Brew, Erika Wheelock

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. Borowicz, seconded by Mr. Kavanaugh, to approve the agenda as presented. Motion carried. 8 Ayes (Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Churchill, Jazdyk), 0 Nays, 1 Absent (Lyon)

APPROVAL OF MINUTES

The May 3, 2017, Planning Commission minutes were presented. **Motion** by Mr. Churchill, seconded by Kavanaugh, to approve the meeting minutes as presented. Motion carried. 8 Ayes (Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Churchill, Jazdyk), 0 Nays, 1 Absent (Lyon)

PUBLIC HEARING AND ACTION ON REQUESTS

Triple D Sanitation / Erica Wheelock/ Bonnie Nagy - Requests a Special Use Permit for Waste Hauling (Section 7.3.13.) The property is located at 1988 Levering Rd, Beaugrand Township, parcel #041-026-300-003-05 and is zoned General Industrial Development (D-GI). (This item was tabled at the 04/19/17 Planning Commission meeting.)

Mr. McNeil stated that this is a request for a special use permit for a waste hauler. Mr. McNeil stated that the property is located in a General Industrial Development zoning district. Mr. McNeil stated that the use for waste hauler is not found in the Zoning Ordinance. Mr. McNeil stated that as a result, the Planning Commission will consider whether the proposed use is of similar character as other uses allowed in the zoning district. Mr. McNeil stated that if the Planning Commission determines that this use is of similar character to other uses allowed in the General Industrial zoning district, they will consider if it meets the special use permit standards. Mr. McNeil stated that the applicant is proposing to use existing structures on the site with a small addition for an office and a building for a maintenance and storage of waste hauling trucks and parking of trucks. Mr. McNeil referred to the site plan and noted the location proposed for outdoor storage of empty dumpsters. Mr. McNeil stated that a parking area is indicated by the driveway off of Inverness Trail Road. Mr. McNeil stated that the driveway to Inverness Trail Road and the driveway to Levering Road are both proposed to be used.

Mr. Kavanaugh asked Mr. McNeil to explain exclusionary zoning. Mr. McNeil stated that exclusionary zoning is where certain uses are not provided for in a zoning district. Mr. McNeil stated that the law does not allow certain uses to be excluded. Mr. Wendling read from section 8.3.16, "Uses which are not expressly authorized in any zoning district, either by right or by special use permit, or uses which have not been previously authorized by the Planning Commission pursuant to this subsection or corresponding subsections in other zoning districts may be allowed in this zoning district by special use permit if the Planning Commission determines that the proposed use is of the same general character as the other uses allowed in this zoning district, either by right or by special use permit, and the proposed use is in compliance with the applicable requirements of the Cheboygan County Comprehensive Plan for this zoning district." Mr. Wendling explained that the Planning Commission can determine that the use is a use by right, special use or a use that does not match any use by right or

by special use and the use is not allowed for this district. Mr. Wendling stated that we would worry about the exclusionary zoning at another time. Mr. Wendling stated that it may be resolved through the amendment process.

Mr. Wendling stated that through staff's analysis, what is being proposed does not involve a type A or type B transfer station and the Solid Waste Management Plan encourages more waste haulers to come into the area. Mr. Wendling stated that staff has talked with DEQ who has confirmed that this is not a Solid Waste Management Plan issue. Mr. Wendling stated that there are separate internal regulations for the state for waste haulers, but this is a zoning issue exclusively. Mr. Wendling stated that it is not a Solid Waste Management Plan issue. Mr. Wendling stated this is strictly a zoning issue. Mr. Wendling stated that staff finds that what is being proposed is similar to a contractor's equipment or storage yard. Mr. Wendling stated what is the difference between a contractor who has trucks and sends them out to perform various jobs at different locations as opposed to a waste hauler who also sends the trucks out to different sites on different days to pick up the waste. Mr. Wendling stated the Planning Commission has all of the tools for a special use permit to make sure any problems that they foresee with this type of use is alleviated. Mr. Wendling stated if a permit is issued and there are violations, it would be taken care of through staff. Mr. Wendling stated that if the applicant meets the standards for the special use and site plan, then the permit must be approved. Mr. Wendling stated if they do not meet the standards, and the decision is based upon competent material and substantial evidence on the record, he can defend the decision should it be appealed. Mr. Freese stated that the main concern is that these trucks are hauling trash and not sand or gravel. Mr. Wendling stated that it does not constitute storage of trash if it is inside the truck. Mr. Wendling stated that the contents of the truck are not relevant to this analysis, but it may be relevant when determining conditions if the request is approved. Mr. Freese stated that the main difference between a waste hauler and a transfer facility is that a truck full of waste can stay on site overnight. Mr. Freese stated that waste from one receptacle can not be transferred to another receptacle at this location because it would then be considered a transfer station. Discussion was held. Mr. Kavanaugh stated that no garbage can be left in any of the dumpsters. Mr. Kavanaugh stated that the only thing that can be left on the site are the trucks containing garbage. Mr. Kavanaugh stated that that the truck could be stored in a building. Mr. Wendling stated that all the authorities of other agencies are still valid. Mr. Wendling stated that all other regulations that pertain to the site still apply. Mr. Bartlett questioned if the trucks are cleaned on site and how will the trash be handled. Mr. Wendling stated that the only trash allowed on the site would have to remain on a truck that is sealed. Mr. Wendling stated that they can not have dumpsters containing trash on site. Mr. Wendling stated that they cannot unload dumpsters into trucks on the site. Mr. Wendling stated that they are not to have any open bins of trash. Mr. Wendling stated that the only trash that is allowed will be the trash that is contained on the truck when it is parked overnight. Mr. Wendling stated that any removal of that trash must be done at a transfer station or a landfill. Mr. Kavanaugh stated that there will be leachate. Mr. Kavanaugh suggested a condition if the request is approved that a closed drain is required which is to be pumped by a licensed industrial hauler.

Mr. Kavanaugh asked Mr. Wendling to explain how a performance bond works. Mr. Wendling stated that usually, a performance bond is to ensure that the site improvements are performed. Mr. Wendling stated that one of the ways is to have a checklist and as items are checked off, a portion of the bond can be released. Mr. Wendling stated that it doesn't have to be a bond. Mr. Wendling stated that it could be a letter of credit or a cash deposit. Mr. Wendling stated the point behind this is to make sure that the improvements that are part of an approved plan are built out. Mr. Wendling suggested letting the applicant choose if they want a letter of credit, cash deposit or a bond because the intention is to make sure that the funds are available regardless of the source of the funds. Mr. McNeil noted that bonds are to be based on an amount equal to the estimated costs associated with the construction.

Mr. Freese stated that he has seen a pickup truck with a dumpster on a flat bed trailer being used. Mr. Freese asked if the trailer is being taken to the landfill or is it being dumped into a truck. Ms. Wheelock stated it is transferred to a truck and then taken to the landfill. Mr. Freese asked where is it being transferred. Ms. Wheelock stated that when it is filled up it is transferred at that location. Ms. Croft stated that the applicant is using a truck and trailer with a dumpster due to the seasonal road weight limits. Ms. Croft explained that the transfer takes place on a class A road. Discussion was held.

Mr. Jazdzyk referred to the DEQ's solid waste hauler requirements and stated that trucks must be clean to eliminate odor. Mr. Jazdzyk asked how will this be handled. Mr. Dixon stated that they will shovel it out while they are at the landfill and the odor goes away. Mr. Dixon stated that you are not able to smell the truck from 300ft. away. Mr. Dixon stated you have to be close to the truck to smell it. Mr. Jazdzyk asked if the trucks are washed. Mr. Dixon stated that they wash the outside of the truck at the car wash. Mr. Jazdzyk asked if the trucks are washed on site. Mr. Dixon stated no. Mr. Jazdzyk stated that Light Industrial uses indicate approval of limited storage of equipment and there is a different standard in General Industrial. Mr. Jazdzyk stated that there are 200 (8-40 yard) dumpsters proposed. Mr. Dixon stated that he used a high number of dumpsters so he would not be in violation. Discussion was held regarding the outdoor storage of dumpsters being included in the application. Mr. Jazdzyk asked how many dumpsters would be stored on average. Mr. Dixon stated that they currently have 25 dumpsters. Mr. Kavanaugh asked if all of the dumpsters have lids that can be latched. Mr. Dixon stated that some do and some do not. Mr.

Dixon stated that some are temp cans and do not have lid assemblies. Mr. Kavanaugh asked if the big dumpsters come with lids that can be attached. Mr. Dixon stated that usually a solid tarp is put on as that is what the DEQ recommends. Mr. Kavanaugh stated that he is asking this question because of the airport's concerns regarding birds. Ms. Wheelock noted that the dumpsters will be empty. Mr. Kavanaugh stated that the dumpsters will still be dirty and have liquid in them. Ms. Wheelock stated that they do not have very many birds at their current location and they have only had one mouse in the past three years.

Mr. Jazdyk stated that the access drive will be off of Levering Road. Mr. Jazdyk asked if the applicant plans to meet the waste hauler requirements. Ms. Wheelock stated yes.

Mr. Kavanaugh asked if the fire department submitted any comments. Mr. Socha, Inverness Fire Chief, stated his concerns about trucks with a hot load starting on fire.

Mr. Jazdyk stated that the applicant plans to expand in the future. Mr. Jazdyk asked if the applicant will have to come back for Planning Commission approval. Mr. McNeil stated yes. Mr. Kavanaugh stated that it will have to go to the Planning Commission unless it is in the Solid Waste Management Plan. Mr. Kavanaugh stated that their future plans fall under the Solid Waste Management Plan. Mr. Schnell stated that the applicant can apply under the Solid Waste Management Plan but it is not clear how it would come out in the end. Mr. Schnell stated there is not a lot of direction.

Ms. Croft asked for public comments.

Mr. Socha, Inverness Fire Chief, stated that he prefers that the trucks do not come in full and be stored overnight in an enclosed building.

Ms. Johnson stated that she is the neighbor on the corner. Ms. Johnson stated that there should be clarification on a few things that have been brought to everyone's attention. Ms. Johnson stated that there was an email between Steve Schnell, John Ozoga and Margie Ring. Ms. Johnson stated that the original question was "if waste haulers can have waste in their truck overnight". Ms. Johnson stated that the second time the question was asked the content changed to "can an empty solid waste hauling truck be parked within 500ft. of a residence". Ms. Johnson stated that the answer refers back to the Solid Waste Management Plan as well as stating "I don't think parking an empty truck in an industrially zoned area within 500ft. of a residence would be prohibited." Ms. Johnson stated that it should be addressed whether an empty truck or full truck can be parked there. Ms. Johnson stated that the questions that she submitted and the questions that Marcia Rocheleau submitted were answered by the Community Development Department and only reviewed by legal counsel. Ms. Johnson stated that the questions were not submitted to legal counsel as was stated in the minutes. Ms. Johnson stated that many of the answers provided by the Community Development Department indicated that the most recent use of the property was trucking, contractor's yard, and a cement plant. Ms. Johnson stated that the question was not "what is the most recent use of the property." Ms. Johnson stated that the question was "what is the current legal use of the property." Ms. Johnson stated that her question #12 regarding the Michigan Building Code should be re-addressed as the Community Development Department has stated that they have already received a Certificate of Occupancy for the building. Ms. Johnson stated that the proper information needs to be provided to the Department of Building Safety. Ms. Johnson stated that she has proof that the building was built as a residential building and unless the county has proof of it being evaluated and reported on by a qualified engineer or architect for commercial use, the statement made by the Community Development Department should be retracted and a full evaluation of the building conducted prior to use as a commercial facility. Ms. Johnson stated that if the Zoning Department is left to enforce this issue, she believes the policy that is in the Zoning Ordinance should be strictly followed. Ms. Johnson stated that there have been numerous occasions where it has not been followed. Ms. Johnson stated that there have been over 17 visits by the zoning enforcement officer to the current location and this is too many to deal with these issues. Ms. Johnson questioned the intent of the Community Development Department. Ms. Johnson questioned whether the Community Development Department is to protect the people, environment, well-being of Cheboygan County or is to deceive the public as well as the people who look to them for guidance by withholding potentially pertinent information or by not following the direction they were given by the Planning Commission.

Mr. Schnell stated that in regards to the building code issue, it was a decision made by Matt Cronk, Building Official, based on the information that was provided. Mr. Schnell stated that is public information and if there is other information that needs to be provided, Mr. Cronk would review it. Mr. Schnell stated that Mr. Cronk did provide a Certificate of Occupancy for the building. Mr. Schnell stated that he reviewed the current application and it did not change his mind. Mr. Schnell stated that the last known use was based similarly enough, according to the building code, to the proposed use. Mr. Schnell stated that Mr. Cronk would be willing to look at any additional information. Mr. Schnell stated that in regards to the email about empty solid waste hauling truck be parked within 500ft. of a residence, he is not sure that whether a truck is empty or full was

crucial to the question or answer. Mr. Schnell stated that this was a regulation that was focused more on whether a garbage truck could be parked within 500ft. of a residence, according to the DEQ requirements. Mr. Schnell stated that this did include parking it on the site where the operation is located. Mr. Schnell stated that he was advised via an email message from Margie Ring of the Michigan Department of Environmental Quality, which is included in the file as exhibit 11, that this was not to include the site where their business is located. Mr. Schnell stated that if they are out on their route they cannot leave the truck on a public street near a home until the next morning. Mr. Schnell stated that a garbage truck parked on site, whether it does have or does not have garbage, as long as it is sealed and closed, is not treated differently from another garbage truck on site. Mr. Schnell stated that regarding the enforcement concerns, we have learned a lot about enforcement at the other site. Mr. Schnell stated that he hesitates to talk too much about the other site because this site is being reviewed today. Mr. Schnell stated that we know a lot more after consulting with legal counsel about to address these issues. Mr. Schnell stated that this type of thing is difficult and a township blight ordinance would assist with these issues. Mr. Schnell stated that he can only look at the Planning Commission's conditions if it is approved. Mr. Schnell explained that each time trash appears it is a violation and it may go away quickly.

Mr. Wendling stated that the options under the police power ordinance and zoning ordinance are a civil infraction. Mr. Wendling stated that you first try to work with the property owner as the goal is to get compliance with the requirements under the ordinance. Mr. Wendling stated that if the violation continues despite the staff's efforts, the next step would be to issue a municipal civil infraction violation. Mr. Wendling stated that a ticket can be issued every day that the violation continues. Mr. Wendling stated that normally you issue the single ticket which may go to an informational hearing before the magistrate. Mr. Wendling stated that the magistrate's authority is limited to issuing a fine related to the ticket. Mr. Wendling explained that the magistrate cannot authorize injunctive relief which is an order to clean up the site or rectify the problem with a specified number of days. Mr. Wendling stated that if you want injunctive relief you ask for a formal hearing before the District Court judge. Mr. Wendling stated that if the person does not comply with the District Court judge's order, a motion can be filed to find the person or business in civil contempt of court and the penalties can include up to 30 days in the county jail. Mr. Wendling stated an injunctive complaint can be filed with the Circuit Court for a type of violation that needs more in the way of discovery (interrogatories, depositions, etc.). Mr. Wendling stated that the relief that the Circuit Court issues will be similar to the District Court relief. Mr. Wendling stated that with complex cases a Circuit Court action is necessary, even though it is more expensive.

Ms. Rocheleau stated that she is the Supervisor of Beaugrand Township. Ms. Rocheleau stated that according to the DEQ requirements, garbage in a truck cannot sit for long next to a residence when it is being picked up. Ms. Rocheleau stated she is concerned about garbage sitting in a truck within 500ft. of a residence. Ms. Rocheleau stated that this is not right and does not make sense. Mr. Schnell stated that is why he asked the DEQ the question and this is the answer that he was given. Mr. Schnell stated that they clarified that an empty truck is treated the same as a full truck. Ms. Rocheleau asked if legal counsel researched Part 115. Mr. Wendling stated that the question regarding what the DEQ can enforce can be asked through the Attorney General's office. Ms. Rocheleau stated that according to the building permit, the building was constructed as a residential garage.

Mr. Vassilakos stated that he is the Cheboygan County Airport Authority Chairman. Mr. Vassilakos stated that garbage attracts birds and it creates a safety hazard for aircraft.

Ms. Wheelock stated that there are several birds that are currently around the site due to the farmers tilling up land. Ms. Wheelock stated that there is no activity going on at this site.

Mr. Painter stated that he is the Cheboygan County Airport Manager. Mr. Painter stated that they are careful with the birds. Mr. Painter stated that they use explosive devices and they have a permit to shoot birds. Mr. Painter stated that the biggest problem with birds is when it rains and the night crawlers come up onto the runway. Mr. Painter stated that they do watch the birds carefully and they try to scatter them when they know when a plane is coming in.

Mr. MacArthur stated that he is representing Beaugrand Township. Mr. MacArthur stated that he agrees with everything that civil counsel has said tonight. Mr. MacArthur stated that there are questions that have not been answered to the satisfaction of the Planning Commission and the people in the audience in regards to what the DEQ does and does not permit in regards to the trucks. Mr. MacArthur stated that this property is now zoned General Industrial but the future land use is Light Industrial. Mr. MacArthur stated that this a potential change for the use of this property. Mr. MacArthur stated that the Solid Waste Management Plan may be amended by the Cheboygan County Board of Commissioners. Mr. MacArthur stated that it is premature to move forward with the application at this time. Mr. MacArthur stated that there is precedence to table this request. Mr. MacArthur stated that in the past an application was delayed for months to amend to provide for a specific zone for windmills. Mr. MacArthur stated that the Planning Commission should not start something that eventually

will change because the zoning for this location will change or because the county will amend the Solid Waste Management Plan. Mr. MacArthur urged the Planning Commission to not move forward at this point.

Mr. Muscott stated that his understanding from the last Cheboygan County Cheboygan County Board of Commissioners meeting was that they do not plan to amend the Solid Waste Management Plan. Mr. Muscott asked Commissioner Gouine to comment on the Solid Waste Management Plan. Mr. Gouine stated that they are discussing amending the Solid Waste Management Plan. Mr. Gouine stated that they will talk more about it. Mr. Churchill asked when it may be finalized. Mr. Gouine stated that it will take at least 6 months. Mr. Jazdyk stated that he does not believe delaying the decision will make a difference as all the waste hauling units will have to comply with the Solid Waste Management Plan. Mr. Jazdyk stated that he is considering where they stand today compared to the things Mr. Wendling talked about and the application.

An audience member asked how a residential home is next to a Light Industrial zoning district. The audience member stated her concerns that there will be a waste hauling facility on Levering Road, which is a major way into Cheboygan. The audience member stated that this site is an eyesore now. The audience member asked the Planning Commission members if they are familiar with the place and if they would want it in their backyard. The audience member stated that there are concerns for the environment. The audience member stated that there is never a clean dumpster, clean garbage truck or clean landfill.

Mr. Schnell stated that state law requires that all zoning jurisdictions have a place for every kind of use that someone would want to use with their land. Mr. Schnell stated that Burt Township has their own Zoning Ordinance for their township and because of this they have an industrially zoned area that is next to the highway.

Public comment closed.

Mr. Oswald stated his concerns about residences being built in Light Industrial and General Industrial zoning districts. Mr. Freese stated that a house is allowed as a permitted use in Light Industrial and General Industrial zoning districts. Mr. Freese stated that a residential house can be put in any zoning district in Cheboygan County but that does not mean that the area is zoned residential. Mr. Freese stated that the use is residential but the area may be zoned General Industrial and they (homeowner) have to put up with the uses allowed in the zoning district.

Mr. Freese stated that this use is similar to other uses that are permitted in the district and he believes that the Planning Commission will have to allow this use. Mr. Freese stated that the proximity to the airport will be a problem and it will have to be taken care of in the conditions put on the approval to make sure that there is no trash to attract seagulls. Mr. Freese stated that there is a major problem with the high water table. Mr. Freese stated that there is an artesian well on the site. Mr. Freese stated that there is a designated wetland on the north end of the property and there will have to be restrictions put on any approval to prevent possible contamination to the ground water from leachate coming out of the trucks or dumpsters. Mr. Freese suggested that the dumpsters will have to have lids on them and be secured. Mr. Freese stated that the trucks will have to be locked up and there will have to be a hard surface so that the leachate does not run off. Mr. Freese stated that the hard surface will take care of the leachate getting into the ground water if there is a collection system. Mr. Freese stated that there should be a collection system anywhere trucks are parked. Mr. Freese stated there should be a collection system where dumpsters are parked and in the garage that is used to service the trucks. Mr. Freese stated that screening the area for the dumpsters is a consideration. Mr. Freese stated the problems that are inherent in this site can be taken care of with conditions on the approval but they will be extensive.

Mr. Churchill stated that he listens carefully to everyone and there are a lot of concerns. Mr. Churchill stated his biggest concern is safety. Mr. Churchill stated that Mr. Painter and Mr. Vassilakos are concerned about birds. Mr. Churchill stated he is concerned about safety and does not want there to be an "oops" moment. Mr. Churchill stated you can't guarantee that there won't be problems.

Mr. Kavanaugh stated that he has some of the same concerns also and that is why he is interested in a bond. Mr. Kavanaugh stated that a bond may be necessary for a hard surface, building for trucks or fencing/screening. Mr. Kavanaugh stated that the existing well should be evaluated to make sure that leachate doesn't get into this water supply and contaminate the rest of the water supply. Mr. Kavanaugh stated that background sampling should be done one time and then a sample should be done once a year. Mr. Kavanaugh stated that hard surface with drains that don't have discharges and industrial waste pickup is important. Mr. Kavanaugh stated that isolation from the neighbors well is also important. Mr. Kavanaugh stated that the Planning Commission was considering a building for the trucks to not attract seagulls, but the fire chief explained that a building would increase the fire risk. Mr. Kavanaugh stated that he is concerned about the interpretation of the full and empty garbage trucks. Mr. Kavanaugh stated that we need these types of facilities and there are 4-5 places in the county that it could go. Mr. Kavanaugh stated that this is the one that the applicant chose so the Planning Commission will deal with it. Mr.

Kavanaugh stated that there will be a lot of restrictions. Mr. Kavanaugh stated that he would like to see Department of Building Safety evaluate the building for a commercial building. Mr. Kavanaugh stated that the Planning Commission has no choice but to approve the request if the applicant meets the standards.

Mr. Jazdyk stated that he agrees with Mr. Freese's comments. Mr. Jazdyk stated that he believes there is a need to place some conditions on this group but they should be reasonable conditions. Mr. Jazdyk stated that this is a business that doesn't have a lot of employees and is trying to get their feet off the ground. Mr. Jazdyk stated that we want to make sure this is safe, but there may be a waste management site down the road that doesn't have half of the restrictions. Mr. Freese stated that a waste management site that is located in the industrial park in the city will have water and sewer. Mr. Freese stated it would be a different situation than being located next to the airport with wetlands on the property. Mr. Freese stated that there will have to be conditions placed on any approval which satisfy the safety of the specific site under consideration.

Mr. Schnell stated that there was confusion regarding the site plan and the application because it notes in 4 locations that there are proposed items on the drawing. Mr. Schnell stated that recycling is noted in the General Findings but the applicant is not doing recycling so it is not part of the review. Mr. Schnell stated on the drawing there is an area for empty dumpster storage. Mr. Schnell stated that empty dumpster storage is what the applicant is proposing now. Mr. Schnell stated that a 13' x 17' office addition is proposed for the future. Mr. Dixon stated that they don't need it, but it is already half built. Mr. Schnell asked Mr. Dixon if this is part of the application. Mr. Dixon stated yes. Mr. Schnell explained that if the building is proposed now, customer parking and employee parking spaces would have to be provided before opening. Mr. Schnell asked if Mr. Dixon if this was part of his application. Mr. Dixon stated yes.

Mr. Kavanaugh asked if the Planning Commission should move forward or wait for clarification. Mr. Wendling stated that the Planning Commission should let him know if there is something he can do or Mr. Schnell can do before they can proceed with processing this application. Mr. Wendling stated that you want to be fair to the applicant as this is the third hearing on this matter.

Mr. Freese stated that the Planning Commission should require that any of the buildings used for this operation meet Department of Building Safety requirements for commercial buildings. Mr. Freese stated that if the building does not meet the requirements, it will have to be brought up to the standard. Mr. Schnell stated that Matt Cronk, Building Official, has inspected the site and issued a certificate of occupancy. Mr. Schnell stated that it was not dependent upon zoning. Mr. Schnell stated that it doesn't mean that they can move in but from a Department of Building Safety perspective, he can issue a certificate of occupancy that says with what they are proposing to do meets the current code. Mr. Freese asked if they meet the commercial code. Mr. Schnell stated that they met the code for what they were proposing. Mr. Schnell stated that he reviewed the application that the Planning Commission has in their packet and he said that it does not change what he saw on the site at that time. Mr. Kavanaugh stated that the Planning Commission could add a condition that the buildings meet the commercial standard.

Discussion was held regarding how to determine the amount of the bond. Mr. Kavanaugh stated that this could be worked out between the applicant and staff. Mr. Freese stated that you cannot determine the amount of the bond until the Planning Commission decides what will be required. Mr. McNeil asked if the responsibility of the estimated cost can be deferred to staff. Mr. Wendling stated yes, this is something that can be assigned to staff to work on with the applicant.

Motion by Mr. Freese, seconded by Mr. Kavanaugh, to grant the topography waiver request. Motion carried. 8 Ayes (Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Churchill, Jazdyk), 0 Nays, 1 Absent (Lyon)

The Planning Commission reviewed and approved the General Findings, Determination Under Section 7.3.13, 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 7.3.13, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10 subject to the following conditions:

1. Must meet all state, federal, local applicable laws and regulations.
2. Impervious surface is to be provided in the area where the trucks are parked and the dumpsters are stored. This area is to be properly graded to collect the leachate in an enclosed drain system.
3. Liquids must be collected in the enclosed drain system and must be hauled by a licensed industrial hauler.
4. Well and septic inspections by the Health Department.
5. Provide results of a baseline study sample for bacteria, partial chemical, and volatile organics.
6. Only containers with integral covers to be used.
7. Prior to making any changes to the property, the existing site conditions are to be approved by the Health Department

and Zoning Department.

8. No storage of waste in dumpsters.
9. No burning.
10. No recycling.
11. Request that all approvals are to be written approvals for the record.
12. Must comply with the Michigan Uniform Construction Code.
13. Fence to screen the dumpsters from view as required under Section 17.18 of the Zoning Ordinance.
14. Must comply with all applicable requirements of solid waste transporting units under Public Act 451 of 1994 as amended and all applicable administrative rules such as R229.4602, as referenced in PA 451 of 1994, as amended.
15. Must utilize completely sealed waste hauling vehicles at all times.
16. Must not operate any aspect of the business, including maintenance of trucks, operation of trucks, movement of dumpsters or canisters/totes outside of business hours. Hours of operation will be from 6:00am until 11:00pm. Office hours will be from 9:00am until 5:00pm, Monday through Friday. The office will be open from 9:00am until 3:00pm in the summer. Closed on Sundays and all major holidays.
17. All waste hauling vehicles must use Levering Road driveway and provide proof of driveway approval by the Michigan Department of Transportation. No waste hauling vehicles may use Inverness Trail Road unless and until such time as the road has been improved to an all-season road and a driveway permit has been obtained, if required by the County Road Commission.
18. Vehicles shall not be cleaned on site.
19. Each dumpster stored on site shall have a cover that is secured so that the cover cannot be opened.
20. Each dumpster stored on site shall not contain any waste material.
21. No customer drop off of waste or recyclable material is permitted on site.
22. The methods of performance guarantee, as provided under section 18.9, are to be utilized with the amount of money reserved to be worked out between staff and the applicant based upon industry costs for those improvements. The performance guarantee will cover screening, base line study, hard surface and closed drain system.
23. No washing of dumpsters on site
24. See Exhibit 24
 - a. The application appears to be for only a hauling business and recycling, therefore it would not be inspected and licensed by the DEQ.
 - b. Any buildings with floor drains should be in compliance with the Part 31 regulations, the DEQ, Water Resources Division enforces those regulations.
 - c. As stated in previous emails, no burning or burial of waste can occur onsite.
 - d. Any burning of trees or brush that may occur needs to comply with DEQ, Air Quality Division and DNR regulations.
 - e. Should any spills of polluting materials occur, the DEQ, Remediation and Redevelopment Division should be contacted.
 - f. No waste can be stored in container overnight onsite.
 - g. The DEQ, Water Resources Division should be contacted regarding any potential issues regarding storm water management.
 - h. The application does not address composting. If composting is to occur it is regulated under the Part 115 regulations and the DEQ, Waste Management and Radiological Protection Division should be contacted. If any illegal or unauthorized solid waste disposal activities occur onsite please contact me.

Motion carried. 8 Ayes (Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Churchill, Jazdyk), 0 Nays, 1 Absent (Lyon)

Michelle Tromble/Tromble Bay Farms LLC – Requests a Site Plan Review for Riding Academy and Stable Facility (Section 17.15.) The property is located at 1313 M-33 Hwy., Koehler Township, section 9, parcel #172-009-100-001-02 and is zoned Agriculture and Forestry Management (M-AF).

Mr. McNeil stated that the applicant is proposing both academy and stable activities and uses. Mr. McNeil read section 17.15, "Commercial facilities for horseback riding may be allowed in the Commercial, Light Industrial, General Industrial and Agriculture/Forestry Districts, subject to the review and approval of the Planning Commission. Animal housing facilities must be located at least 300 feet from any off-premises, residential structure." Mr. McNeil stated that this parcel is located in an Agriculture and Forestry Management zoning district. Mr. McNeil stated that there is a proposed finding that the use is located more than 300 feet from any off-premises residential structure. Mr. McNeil stated that the property is 78.4 acres. Mr. McNeil stated that request is being submitted for site plan review. Mr. McNeil stated that all of the buildings that are indicated are integral to the proposed use.

Ms. Tromble referred to the site plan and noted the location of the arena, horse barn, stabling area and grazing area. Ms. Tromble stated that the rest of the property is used mostly for the cattle farm.

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

Motion by Mr. Freese, seconded by Mr. Churchill, to grant the topography waiver request. Motion carried. 8 Ayes (Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Churchill, Jazdyk), 0 Nays, 1 Absent (Lyon)

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. Jazdyk, to approve the special use permit based on the General Findings and the Specific Findings of Fact Under Section 20.10. Motion carried. 8 Ayes (Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Churchill, Jazdyk), 0 Nays, 1 Absent (Lyon)

UNFINISHED BUSINESS

2018 Capital Improvement Program Project Description For County Building Jail Expansion And Storage Building

Mr. McNeil stated that the single program description for County Building Jail Expansion and Storage Building has been included in the packet. Mr. McNeil stated that the Planning Commission can request someone provide an overview of this project. Mr. McNeil stated that this is only the project description that the Planning Commission will assign a "needed" or "desirable" project designation. Discussion was held regarding this project being new construction. Mr. Jazdyk stated that he would like to talk to someone about this project. The Planning Commission agreed with Mr. Jazdyk.

Discussion Regarding Boat Shelter Survey

Mr. McNeil stated that included in the packet is information that would be put on the website, the survey and a copy of the contents of a postcard that would be mailed to all of the property owners along the rivers that have been designated for consideration allowing these boat shelters. Mr. McNeil stated that the Planning Commission may want to consider sending the survey to other stakeholders. Mr. McNeil asked when this should be released and what should be the deadline for submitting the survey.

Mr. Kavanaugh stated that the townships should be included. Mr. Kavanaugh stated that other stakeholders to include are lake associations and Tip of the Mitt. Mr. Kavanaugh stated that any of the public should be able to complete the survey since it will be on the website. Discussion was held.

Mr. McNeil asked if this should be released on June 1st and allow 30 days or 60 days. Mr. Freese stated it should be released as soon as possible and allow 30 days. The Planning Commission agreed with Mr. Freese.

Zoning Ordinance Amendment Regarding Temporary Signs

Mr. McNeil referred to Mr. Graham's memo and stated that the Planning Commission wanted to allow more temporary signage during a certain period of time prior to an election. Mr. McNeil explained that Mr. Graham recommends not regulating political signs. Mr. McNeil provided a draft amendment that would allow temporary signage. Mr. McNeil stated that it would allow quite a bit more temporary signage than we allow now. Mr. Freese stated that this amendment is a good start. Mr. Churchill asked how this proposed amendment would apply to a portable trailer on a lot with 26 political signs on it. Mr. Churchill stated that it may fall under mobile signs in the Zoning Ordinance. Discussion was held. The Planning Commission asked Mr. McNeil to forward the proposed amendment to legal counsel for review.

NEW BUSINESS

No comments.

STAFF REPORT

Mr. Schnell stated that he was waiting for things to slow down before scheduling the soil erosion workshop.

Mr. Schnell stated that the Cheboygan County Board of Commissioners did not come to a conclusion on the planned unit development amendment yet. Mr. Schnell stated that they are still considering whether it is their responsibility or the Planning Commission's responsibility. Mr. Schnell stated that there are two options. Mr. Schnell stated that the first option is an ordinance amendment that was only the Planning Commission making all of the decisions. Mr. Schnell stated that the second option is the option in which the Cheboygan County Board of Commissioners makes the decisions. Mr. Schnell stated that the Planning Commission could recommend both amendments to the Cheboygan County Board of Commissioners and let them decide which one they prefer when they see all of the language. Mr. Schnell suggested a joint meeting with the Cheboygan County Board of Commissioners to discuss the amendment. Mr. Freese stated that he believes there should be a joint meeting so several items could be reviewed. Discussion was held.

PLANNING COMMISSION COMMENTS

Mr. Kavanaugh stated that the Planning Commission had no other option but to approve the request for Triple D Sanitation. Discussion was held.

PUBLIC COMMENTS

Mr. Muscott stated that the Triple D Sanitation decision was a tough decision. Mr. Muscott stated that in regards to content-neutral signs, he has seen where additional signage is allowed starting on the candidate's filing date. Mr. Muscott stated that in the State of Michigan the signs have to be taken down within 10 days after the election. Mr. Muscott stated that this would allow more than just election signs to be put up. Mr. Muscott stated that he had hoped the boathouse issue would progress faster but he appreciates that the Planning Commission is trying to move it along. Mr. Muscott stated that in regards to the Triple D Sanitation request, he has seen other jurisdictions require parking under a shelter instead of requiring a hard surface. Mr. Muscott explained that the open shelter will keep the rain off the truck and will prevent the leachate from running off of the trucks. Mr. Muscott stated that this may help with the concerns regarding the birds also.

Mr. Jacobs asked if the sign ordinance regulates signs on a trailer. Mr. Jacobs stated that he does not believe that a sign on a licensed trailer can be regulated if there are wheels on the trailer. Mr. Schnell stated it can be regulated, but we choose not to regulate it. Mr. McNeil stated that the ordinance recognizes that if the trailer is put in place and not used as a vehicle then it can be used as a sign. Mr. Schnell stated that this excludes vehicles used in the day to day operation of the business. Discussion was held regarding boat shelters.

ADJOURN

Motion by Mr. Kavanaugh to adjourn. Motion carried. Meeting was adjourned at 9:33pm.

A handwritten signature in black ink, appearing to read 'Charles Freese', written over a horizontal line.

Charles Freese
Planning Commission Secretary

Health Board Meeting
May 16, 2017

The regular meeting of the District No. 4 Health Board was called to order by Chairman Steve Lang, May 16, 2017, at 10:00 a.m. The meeting was held at Thunder Bay Community Health Services, Hillman, Michigan.

ROLL CALL

<u>Present:</u>	Alpena County:	Adrian, Fournier
	Cheboygan County:	Gouine, Newman
	Montmorency County :	LaFleche, Peterson
	Presque Isle County:	Altman, Lang

Absent:

Excused:

Others Present: Denise Bryan, Judy Greer,
Scott Smith

AGENDA CHANGES

Add: July Board of Health Date under New Business

RECEIVED

JUN 26 2017

CHEBOYGAN CO. CLERK

MINUTES

April 18, 2017 Health Board Minutes: Motion by Peterson with support Altman from to approve the April 18, 2017 Health Board Minutes as presented. Ayes all, motion carried.

CLAIMS

April 19, 2017 through May 12, 2017: Motion by Adrian with support from Fournier to approve the Listing of Claims submitted from April 19, 2017 through May 12, 2017. Discussion occurred regarding water sample collection and shipping information. Roll call vote. Ayes all, motion carried.

PUBLIC COMMENT

None.

HEALTH DEPARTMENT REPORTS:

PERSONAL HEALTH NURSING DIRECTOR'S REPORT

Denise Bryan, Health Officer presented the report in Karen Nowicki-Compeau's absence.

New Beginnings Program: Policy was distributed for the New Beginnings Program.

Motion by LaFleche with support by Fournier to accept the New Beginnings Policy. Ayes all, motion carried.

NEMCSA Adult Daycare renewal grant for 2018 is being submitted:
Greer has brought the FY18 renewal of the NEMCSA Adult Day Care grant.

Motion by Peterson with support by Gouine to move forward with the NEMCSA grant application. Discussion occurred. Roll call vote. Ayes all, Motion carried.

ENVIRONMENTAL HEALTH DIRECTORS REPORT:

Self-Assessment of Non-Community Water Supply compliance letter:
Letter was included in the packet. Smith explained the process for the self-assessment.

MEDICAL DIRECTOR'S REPORT

Denise Bryan presented the Medical Director's Report in Joshua Meyerson's absence. He is continuing his recovery, however is available for consults and updates. Bryan reached out to Health Department of Northwest Michigan regarding a return to work timeline, contract, and payment detail.

Lang mentioned the decreased availability of Meyerson. Discussion occurred regarding his absence. Health Department of Northwest Michigan does have Dr. Collins as a backup. Bryan has questioned HDNW Health Officer Lisa Peacock for clarification. Bryan will continue to monitor and follow up and update the Board in June. Discussion occurred.

Communicable Disease Report: The report for period April 1, 2017 through April 30, 2017 was mailed to the Board with the packet for the month.

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. Fund balance being used through March 31, 2017 is \$167,657.99.

ADMINISTRATIVE HEALTH OFFICER'S REPORT

Alpena Building Update: DHD#4 received letter on 4/24 from Alpena County and sent to Alpena County a revised version on 4/26. DHD#4 received a fully executed signed copy 5/15 from Alpena County.

Additional Revenue: Additional Revenue - \$70,000 for DHD4 & DHD2: Look to Strategic Planning: new business telephone system, cellphones for field staff, Intranet, Microsoft licenses and technology needs etc.

Policies: – ADA/ Harassment and Discrimination Prevention/ Workplace Violence Prevention (AFSCME president received copies of all three). Comments provided on the Workplace Violence Prevention.

Motion by Adrian with support by Fournier to adopt the ADA policy dated 4/18/17. Discussion occurred. Ayes all, motion carried.

Motion by Fournier with support by Gouine to adopt the Harassment and Discrimination policy dated 4/18/17. Ayes all, motion carried.

Motion by Newman with support by Fournier to table the Workplace Violence Prevention policy dated 4/18.17 until next month.

Homeland Security Conference: – Last week Matt Radocy, Emergency Preparedness and Denise Bryan attended the Homeland Security Conference. Bryan would like to have an active shooter speaker in the future.

Virus: International “Wannacry” Virus warning. There is a patch that will be installed tonight.

Continuous Quality Improvement: Education session on CQI as follow-up to Power point handout last meeting.

NEW BUSINESS

Gov.Net Motion: Greer presented the Board with the details regarding the Gov.Net motion that was included in the packet. The department would like to begin accepting credit and debit card payments for all services. The fee for such services would be passed along to the constituents that chose to use this type of payment.

Motion by Peterson with support by Gouine to have the department begin accepting credit and debit card payments through Gov.net and authorizes Denise Bryan, Health Officer to sign the agreement. Discussion occurred. Roll call vote, Ayes – Peterson, LaFleche, Gouine, Newman, Lang, Adrian, and Fournier; Nays – Altman.

July Board of Health Meeting: Bryan and Greer will not be present at the July meeting. Put on the agenda for June and make a decision at that point.

OLD BUSINESS

None.

ADJOURNMENT

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

Adjournment: 11:35 a.m.

Steve Lang, Chairman

Daryl Peterson, Secretary/Treasurer

Judy Greer, Recording Secretary

SPECIAL CITY COUNCIL MEETING
May 30, 2017

The Special City Council Meeting was called to order by Mayor Bronson in the Council Chambers at City Hall at 5:15 p.m.

Roll Call:

Present: Kwiatkowski, Riddle, Bronson, Lavender, Temple

Absent: King and Couture

Councilman King entered the meeting at 5:17 p.m.

Presentation and Consideration of a 425 Agreement with Inverness Township

Mayor Bronson asked how the City Manager wished to proceed. City Manager Eustice stated we can proceed with an explanation and then will entertain any questions. City Manager Eustice stated the City Council established a Sub-Committee to address the 425 Agreement with Inverness Township. They met several times with their City sub-committee and met twice with Inverness Township's committee, which consisted of Ron Neumann, Supervisor, and Jean Beethem, Clerk, as well as their legal counsel, Attorney Tim MacArthur. The City's committee has basically revised the 425 Agreement that we think is in the best interest of the City. Inverness Township understands some of the content of this Agreement, not all of it, but we have explained to them that the City would like to have all 11 parcels that Meijer's owns in the Agreement, which is going to make a couple of things happen: (1) they are going to have to remove 9 of the 11 parcels from the DDA because even though those parcels become part of the City it would not dissolve those parcels from the DDA, so the DDA could continue to capture tax dollars on those parcels, which would be of no benefit to the City. The City requested that Inverness Township remove those from the DDA and they seem to be okay with that at this point. City Manager Eustice went on to state the City drafted the 425 Agreement that Council has before them through the Sub-Committee who is making a recommendation at this point to send this on to Inverness Township, which is the purpose of this meeting to get Inverness Township a finalized 425 Agreement. There certainly may be some things they may not agree with but we are basically taking the position that this is the type of Agreement we need to have to help build the Meijer's store here. He noted that City Attorney Stephen Lindsay and DPW Director Jason Karmol are both part of the Sub-Committee, along with Mayor Bronson, Councilman Temple and Mayor Pro Tem Couture. Last Thursday the Sub-Committee made a determination to set a Special Council Meeting to get this Agreement in the hands of the City Council for review and to make a motion to send this to Inverness Township for their review. He then stated he, DPW Director Karmol and City Attorney Lindsay are available now to answer questions. He did explain they discussed at length of the 425 Agreement so the options they are recommending to give the Township are basically three different legal descriptions and/or boundaries: (1) the 11 parcels that Meijer's owns in the Township; (2) to devise a 425 Agreement with the boundaries of VFW Road to Townline Road to the River to the City Limits; and (3) devise a 425 Agreement that includes the entire sewer district. There was a lot of discussion on even offering those because the Township is likely not to go that direction, but we thought we would leave them in to give the Township the options. We believe that the 11 parcels will be most favorably looked at by the Township going forward, but we still have the other two options available should they choose to go that direction. The other issue is the millage split. The Township made a motion back in February to enter into a 425 Agreement with just two of the Meijer's parcels and a 12/3 millage split. The City's Legal Counsel, Mr. Lindsay, basically put language in the Agreement that the millage split will be dependent on the debt; if the City has to take on debt to help

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move this project along, then we want all 15 mills that we are allowed to levy until that debt is paid off. Once the debt is paid off, then we will give the Township what they could otherwise levy legally and that can fluctuate. For example, right now the Township can levy 2.9 mills. So if there is no debt involved we will give them 2.9 mills. City Manager Eustice explained that two of the millages are special millages – they levy .95 mills for general operating, which is by Charter and they can legally levy to operate, and they have a fire millage at .95 mills, which has a time limitation on it, and then they have a road millage of 1.0 mills, that also has a time limitation on it (4 year millage). For example, when the road millage expires, we would then give the Township only 1.9 mills because they would not be able to levy that millage against the Meijer's property. It can go the other way as well – if they are levying 2.9 mills and they come up with a special assessment to put sidewalks in or that sort of thing, they can levy that millage on the Meijer's property. This is language that was put into the millage split agreement.

Mayor Bronson commented that one of the reasons they wanted to have a Special Meeting is that they wanted to get this document available for the Township, which is next week. If we missed their June meeting, then there would not be a meeting until July. City Manager Eustice reiterated this Agreement is the recommendation of the Sub-Committee which was formed for this purpose – to get basically a finalized 425 Agreement together to present to the Township. He then stated they will try and answer any questions.

Councilwoman Riddle asked for additional detail if the City has to assume debt. City Manager Eustice explained there are multiple situations where we may have to take on some debt, the most obvious is if Meijer's comes back to us and says they are not going to build there unless the Township and the City participate in funding some of the waterline project. This will be a decision the City Council will have to make and the Township will have to determine whether they want to take on debt to build the waterline out there. The other issue is that the 9 parcels are in the sewer district and their loan agreement says if you take those parcels out of the sewer district you have to pay the REUs (residential equivalent units) on those parcels and it has to go on the debt, whether it be the Township, Meijer's or us in order to get those parcels out of the sewer district and the DDA. That cost is likely \$35,000.00 on the nine parcels. If we chose to pay that, then we are going to levy 15 mills on that property until the \$35,000.00 is paid back to the City. Mayor Bronson commented another possible debt is if we decide to upscale from an 8 inch main to a 12 inch main, and Meijer's only needs an 8 inch main, but if we are looking at getting water to future developments then maybe we want to invest the money to upgrade that to a 12 inch main. Councilman King inquired as to the difference in cost of the main. DPW Director Karmol replied approximately \$100,000.00. Mayor Bronson stated also in the discussion to include all 11 parcels, with just the 2 and getting water there it does at least open the discussion about the gas station and the restaurant. They thought this should be done in one document and get all of it set now. Mayor Bronson stated we can't find anyway to make the 2 parcels work and pay for it. He thinks they can always come back to the USA (Utility Service Agreement) and if they don't like the 425 Agreement that we are sending back then the USA is still there. City Manager Eustice stated Inverness has the USA and under a USA it would be the Township's responsibility to build the line and determine who is going to pay for it. Clerk/Treasurer Kwiatkowski commented they are talking about 15 mills, which is City Operating, asking how in this entire process if we have to take on debt are we going to make the Sewer and Water Funds whole. You cannot transfer money from the General Fund to either one of them. City Manager Eustice stated Clerk/Treasurer Kwiatkowski had a good question. Councilman King stated to build that it would strictly have to come from what we bill for water. City Manager Eustice went on to state unless we borrow money that comes from the General Fund to pay for it, then we would pay back the General Fund. Councilman Lavender inquired

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as to an answer from Meijer on whether they are planning on paying for the infrastructure or not. City Manager Eustice said on Friday he did send another e-mail to Mr. Chris Jones, the representative for Meijer's, and explained to him we were having the special meeting today and asked him again to give him an answer as to whether or not Meijer's will fund this project, or how we can fund this project. He stated he needs to know if the Township or City has to pay for a portion of, or if all three are going to partner in paying for this water project because it will affect how this 425 Agreement comes together. Mr. Jones did open the e-mail at 4:09 on Friday afternoon, but did not respond with a thank you or anything. At this time we don't know if they are going to fund 100%. Councilman Lavender said if Meijer's doesn't pay for anything what the plan is to pay for that infrastructure. City Manager Eustice stated there isn't one; right now our offer is for them to pay for it, but if they come back and say there are not going to pay for it, then we are going to have to go back to the drawing board. If they come back and say they want the City and Township to pay 50% of the project, then the Council and Township Board are going to have to make a decision. Councilwoman Riddle asked why it is the City's responsibility to pay for this project in Inverness Township. City Manager Eustice replied it isn't and that is our position. Councilwoman Riddle said she would hope so. When Meijer's is coming in it will affect businesses that are within the City that pay taxes; so are we serving the best interest of the people who have businesses within the City who are going to be harmed by this situation and it costing the City money? She has real concerns with this whole situation. Councilman Temple stated as far as businesses losing, he does not believe that because that was already done when K-Mart and Wal-Mart were built. The shops you see downtown now Meijer's is not going to hurt. Councilwoman Riddle stated she is not talking about the downtown shops, mentioning Family Fare (a grocery store) in the City. She then noted we already lost Carter's who was located on the other side of the River. City Manager Eustice responded that is a very valid point and there are residential property owners who are going to question why we would fund any part of this project, i.e. long time taxpayers that need their waterlines replaced. Mayor Bronson asked if there is not a 425 Agreement how can the City legally spend any money in the Township. Mayor Pro Tem Couture and City Manager Eustice both responded we can't. City Manager Eustice stated under a 425 Agreement the property is leased to the City and becomes City property under the land lease agreement. We don't have title to it but we have equitable title to it and it becomes part of the City, but it doesn't justify that the City needs to pay for a waterline because we wouldn't do that if Meijer's went out on the corner of Butler Road and U.S. 23 in the City of Cheboygan. We wouldn't run sewer out there for that project; we would ask them to pay for it (water is already there). Mayor Bronson commented just like any other business.

City Manager Eustice replied correct, just like any other developments. Councilwoman Kwiatkowski stated she wanted to go back to Councilwoman Riddle's concern, stating the Committee that was formed with the business people in Inverness Township actually went to a few of the businesses and went to Save-A-Lot because they thought it would be detrimental, but Save-A-Lot told them that when Meijer's comes in they don't mind. The first year they may go down maybe 15%, but after that they come back up to what they were and actually go over and above. They like the Meijer plan. Councilwoman Riddle commented also Save-A-Lot is in Inverness Township, so they are paying less taxes to begin with. Councilman Temple asked if it is not true that Meijer's has paid for waterlines wherever they went in Michigan. City Manager Eustice replied he knows of 9 situations where they needed either water, sewer or both utilities and Meijer's funded the entire project. Councilman Temple commented Gaylord was one of them. City Manager Eustice added it was about 1.6 million dollars to get water and sewer to that site. Mayor Bronson asked if they got some money back from others connecting to that. City Manager Eustice answered they did get some monies back, around \$280,000.00, with a residential development. He went on to state the thought process of funding some of it whether it be through the Township or the City and the external benefits that the City and the

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Township are going to gain because of that. It's 250 jobs, not all new jobs but there will be some new jobs; and we have in the City of Cheboygan a large inventory of housing that could benefit from it, as people that have these new jobs will be able to buy homes instead of renting. It is hard to measure these kind of things but this is typically what can happen. Councilwoman Kwiatkowski commented Meijer's is very good to the communities they move into. City Manager Eustice stated they are and are good partners. Mayor Bronson said he thinks they have not explained what's involved with the two choices to go out to the VFW or out to M-33, which would involve us taking over management and control of their sewer system. City Manager Eustice added the Township's sewer system has 2.5 million dollars of debt, so we would have to assume that debt. Councilwoman Kwiatkowski asked why this is being brought up. Mayor Bronson responded DPW Director Karmol has done figures and we think we can handle that debt because then we would also have the revenue from property taxes from that entire area and water and sewer revenue. DPW Director Karmol stated what they are trying to set up is that with a USA the City will not be involved, they will pay no subsidy and it would be a complete Township project. Under a USA when it becomes a City property then we need to provide utilities there, but once we are in the utility business in the Township and the Township is struggling to manage their own utilities, we gave them some options to get out of the sewer business, as well. We gave them the option to get rid of half of the sewer district, or the whole sewer district, so they do have an option of getting out of the utility business; and the same people who are hooked up to utilities would now be City taxpayers. With each of these 425s it requires the homeowner to sign off, where in this case the 425 requires Meijer's to sign off. Yes, there will be a lot of negotiation but we gave them the option if they don't want to be in the utility business then we have options to get them out of the sewer. The 2.5 million dollars we are able to borrow at very low interest on that debt and we could also structure it the same way we do for our City sewer and City water customers at a lower rate. They would be paying a higher millage but the utilities would be more reasonable.

Mayor Bronson asked City Attorney Stephen Lindsay to explain some of the changes in the 425 Agreement that gets us away from what is called the fifth generation rather than the 4 partial documents that we have had over the years about managing sewer out there. City Attorney Lindsay explained the sewer district when created in 2002 had some parts and pieces in it and 3 subsequent amendments that are anti-development in regard to the City of Cheboygan. One was a provision that there would be no annexation of Township land during the term of the agreement. There was an agreement that the Township would have a right of first refusal for any excess sewage treatment capacity. Before we could offer sewage treatment to Benton or Beaugrand or anybody else, we would have to first present it to Inverness, who may not have any need for it, but who could buy it and lock up development to the east and west. We are trying to eliminate those anti-development provisions in those now 4 documents that are comprising the existing sewer agreement. Also we wanted to clarify those four documents. He has done a memo which masks them all together with all their amendments so it's readable. City Attorney Lindsay went on to state there was about 7 months spent working on the USA with the Township before they abandoned that last February and went to a 425. DPW Director's Karmol has been quick to respond to any questions. City Attorney Lindsay said the water/sewer agreement was hammered out 99.99% with the Township as of February 20 when the Township turned to the 425. We have pulled the water part out and now it is a Sewer Utility Agreement between the City and the Township which would govern the sewer district going into the future and they made the Township adoption of that in the 425 mandatory. We are saying we need to get of those 4 documents (original agreement and 3 amendments) and enter into a new sewer service agreement. Payment term and debt service term is all the same. He just made it readable and quite condensed. Within the 425 Agreement we are requiring that other agreements must be reached, referencing paragraph 19 on page 5 and reading the same and explaining it. We want the Township to

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acknowledge a direct contract between the City and Township rather than for provision of utilities. The City need not seek Township approval. City Attorney Lindsay commented on The Brook, being ½ mile from the Township sewer district so they approached the City and asked what the cost would be for City water/sewer. Of course, it was paying for the pipe and 1 ½ times the City rates. The Township took real offense at that and it comes up again and again and also during Walmart and Huron Estates 425 re-writes. It came up in discussion of a USA. He personally cannot understand the Township's position because it was a new building (City Manager Eustice noting it is probably a 1.5 million dollar facility) and they have them paying the Township taxes and didn't have to do a thing and the only reason it is there is because the City provided water and sewer. It is still in their contract and not subject to a 425 and is a win-win for everybody around, we are expanding our utility services and they are getting taxes on the building. It has become such a bone of contention he wanted to eliminate that for the future and never have that discussion again. Part C is: "The prior or contemporaneous execution of a Development Agreement from Meijer, Inc." He noted the City has not reached an agreement with Meijer and have not heard back from Meijer and we don't know what that final agreement may look like. He would like to have Mr. Chris Jones call City Manager Eustice and say they will pay for the pipe; however, the next question is who is going to pay for annual maintenance and this is why we are looking at 11 parcels instead of 2. Two will not generate a positive revenue stream for the City on property taxes alone, even without sharing with the Township. The annual estimated cost to maintain the line is \$22,000.00 with the cost increasing each year. City Attorney Lindsay stated why are we saying no the Township's motion of offering 2 parcels, which are the store parcels and which are not in the sewer district in the 425 Agreement? We are saying no that because the City is not going to subsidize that development because there will not be a positive revenue stream back to the City; it will be a negative revenue stream out of the City. We are trying to strike a balance. The more land that is included in the 425 the more property taxes could be collected, the greater the likelihood there would be a positive revenue stream and as the City Manager has pointed out when the City has reached a point, whenever that might be – first year or tenth year – a positive revenue stream then would have millage sharing. The whole sewer district we thought was a good idea in that we now have control over and it would be easier to maintain. From the Township end we thought it would be attractive because it would get them out of the utility business, because they were turning toward the utility business with the sewer district. They were starting to complete that turn by being a water provider with the USA. The other option is to take everything from the highway west, Townline east and VFW north. That concept is rooted in the idea that to really develop that site, and that seems to be where development is going and probably the most attractive development site in the County (that corridor), was to pipeline to Meijer's (8 inch line) – you can't add much more to that flow capacity because Meijer's need a minimum gallon per minute flow capacity for fire suppression. So it's like a one-trip pony; one shot out and that's where the system stops. Ideally if there had been a 12 inch line along the highway when the sewer district was put in, had the pipe laid, seal it, and wait for the day of water need. That would have been very cheap to accomplish once the ditch was open. We are opening the door to a looped system that would serve parcels all the way over to Townline, on VFW, and come all the way back. DPW Director Karmol is a big fan of looped systems because it makes his job of ensuring pure water much easier. He really has to hand it to him for looking out for the City; most people don't realize that the water and sewer service, primarily water, is the City's biggest investment. The Plant and pipes is where our most value is, where our most money is, and where our most expense is. City Government has been successful in providing drinking water every day, several times day. It is important that this infrastructure be funded, be improved, be built adequately and maintained well. He is hoping the Township will take a very, very hard look at those options other than the 11 Meijer's parcels. City Attorney Lindsay then commented the 11 Meijer's parcels is as low as the City can go. He stated those are the essential

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pieces of paragraph 19, sections C, D, F & G. He then noted that F & G deal with the Township providing sanitary sewer service and the City and Meijer's ability to contract directly without Township involvement, such as The Brook contract. There is a little work to be done in tweaking the 425 Agreement once the City hears back from Meijer; hopefully, Meijer's will just say they will pay for it all. He thinks it is important to get this document out. As a Sub-Committee working on the USA over months, the City Attorney noted he had over 120 hours into it, and knows that the City Manager and DPW Director exceeded that, and it went nowhere and was a waste of time. City Attorney Lindsay stated he does not think it is wise for the City to waste any more time. He went on to state Mr. Chris Jones talked about October 2017 for the 425 Agreement to be in place. This is not the time to pass this back and forth to Committee. He thinks Council needs to take a hard look at this document, hopefully approve it for transition to the Township, and if the Township wants to negotiate it any more or argue about it, have them come back to Council. Let's have all Council here so that decisions can be made quickly and on the spot. Everyone can hear the arguments and everybody can hear the responses and then Council will decide and shave an awful lot of wasted time off the equation. City Attorney Lindsay then commented for him October is around the corner and is a small amount of time in his profession.

City Manager Eustice commented in our Sub-Committee conference call with Mr. Chris Jones in March, Meijer's was okay with the two parcel situation, but they preferred all 11 to be in a 425 Agreement. That is how we arrived at the 11 parcels. Also, the maximum amount of years that you can enter into a 425 Agreement is 50 years; the original 425 that the Township looked at was about 25 years because that is how many years they had left on their debt. The 50 years was also Meijer's suggestion because they preferred that to be the length of this agreement. Those two situations – 11 parcels and the 50 years are really a request from Meijer's. Mayor Bronson commented during their Sub-Committee meetings with the Township, a statement that DPW Director Karmol made really made sense which was why the 2 parcels are not a viable option. He asked them if they wanted to be in the water business or not because with the taking of 2 parcels and keeping 9 then the City is in the water business and the Township is, too. And if they don't want to be in the water business then we need to have all 11. DPW Director Karmol added that if we divide the parcels in anyway, we just subsidized the City line out to a new Township border and wants the Council to think about it that way. For 2 parcels we would have funded a line out to the Township and added them as City property and would have a new Township border that they are going to tap off of. They still need a USA, but, of course, they wanted us to build a one-half mile line and tap the restaurant and gas station off of it. So that is why we want all the parcels that we serve water to and we want every new water customer to be a 425, making it City provided services.

Councilman King said from reading through the 425 Agreement he does like it as far as protecting the City and likes the idea that we are talking beyond just this area and then in favor of a loop. If you talk about the time put into agreements he does not think it was completely in vain because he thinks it helped get some clarity to this new document in front of Council now. He does like a lot of the language being cleaned up. When reviewing the 425 Agreement with the Walmart situation it seemed to like really clash at each other, all four of those agreements. He then asked if there was a loop would the businesses that are currently on wells, do they have to go over to the City provided water system. DPW Director Karmol answered the easiest way, now that the Township already has a sewer system in place, is to take every new water customer and have them do a 425, as a willingness that they want a City water service. They take on the taxes and do a subsequent 425 in an effort to serve water out there. The other problem with just a small parcel is that if the whole sewer district, all the way down to Pier 33, was in a 425, he could plan the water system out the day after it's passed. With just those

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parcels he can't plan beyond the parcels that we are given. The reason he has said all this is that the well people, if he has to run a watermain in front of their property, he will have to 425. We are going to leave it up to Council to decide if there will be mandatory hook-up or not. When we run that watermain he will ask Council for guidance on that; if it's a mandatory hook-up then those people with the wells will hook to City water. At this time he does not recommend it because we already have a City policy that allows people to run their wells until they are done; when the well is done then they hook up to City water. But you have that choice when you run a watermain to connect everybody in order to help pay that watermain back. Mayor Bronson stated there was some analysis about there would be advantages for businesses to be in a 425 and pay City taxes, i.e. their sewage rates would go down and also they would then be eligible for lower insurance rates because of the City fire and police. The analysis that when property taxes go up there is going to be some balance in there because other fees that you pay are going to go down.

Councilwoman Riddle asked in the monies that the City would generate from the parcels, if any of that is being held for upgrades in the waste treatment plant that probably is going to be necessary in the future. DPW Director Karmol stated that is basically part of it and one of the reasons he can't propose rates that are balanced until he knows what we are into with the Meijer's project. With it being City land, and a 425 makes it City land for 50 years, we can plan and build out a system on that property. We can also include it in our water loan for other items, such as a tower and the other watermain. That water line could be paid for over 40 years if we had a 425 agreement and it would be subject to low interest because it is on City property. The Township would not be afforded the same interest rate that the City would because it would be Township property. Councilwoman Riddle commented so we are also looking toward the future and what is necessary for the waste treatment plant. DPW Director Karmol replied yes. DPW Director Karmol stated whenever that becomes City property and if that whole parcel were City property, it would be the same as Meijer's building out near Butler, as the utilities still have to get out there. We still have to make concessions for the business to get the utilities. Even if somebody built on Lafayette, we would still have to look at the expenses of putting that facility in and how much the City taxpayers are going to have to pay. In our tap fees, we are losing money now for people that hook up. With all that said, we are going to try to make sure that all of our fees are wrapped up into our new rates so that they are self-sufficient and by doing that we need to know how much debt we need to take on and make this happen for a 425. Clerk/Treasurer Kwiatkowski asked if DPW Director Karmol is saying throughout this entire process, there would be different rates depending on if you are in the Township or the City and that rates will be adjusted in the Township to pay for future infrastructure and it will not affect the rates in the City. DPW Director Karmol replied under a 425 Agreement the rates will affect everybody in the City and everybody in the 425. Clerk/Treasurer Kwiatkowski then stated if we build infrastructure out there and we do water revenue bonds, DPW Director Karmol is saying not only would the rates go up in the Township to support that debt, they would also go up in the City. DPW Director Karmol replied correct. Councilwoman Kwiatkowski said the rates are going to go up in the City anyway. DPW Director Karmol answered yes, noting the City rates have to go up about \$8.00 just to get grant qualification. Councilwoman Kwiatkowski then mentioned there is also the \$5.00 ready-to-serve fee. DPW Director Karmol informed Council they are already looking at 6 million dollars in improvements to the water system, so if we are going to expand he wants to know now and plan to have everything built in and self-sufficient in the rates. Councilwoman Riddle stated she has a problem with this project to get the line out to Inverness Township, she does not want it to be at the expense of the City residents. For the lines that are in the City and for what is typically there now, but for things going to Inverness she does not think City residents should have to have any additional expense. DPW Director Karmol stated there are going to be 8 watermains on those proposed projects and it is only affecting 40% of City

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residents, so it is other City residents that won't have a watermain project in front of them that can say the same thing to that affect. He cannot replace all the lines in the City and cannot even tell Council who eventually will benefit, depending on the water situation, with a tower across the River, which is a couple million dollar investment in the City that depending on where you are there is no pressure benefit if you are closer to the current tower. He tries to make the best compromise by eliminating the weakest link in the water system, but it is not going to affect everybody. Some of those people that don't have a project are going to have to pay higher water rates to make the system better. It is an imperfect system and he can't charge the people that have old watermains less than the people that have new watermains. Councilwoman Riddle stated right, but in their turn watermains will come. She went on to state with a 425 basically that portion of Inverness is part of the City for taxes. DPW Director Karmol replied correct, stating we are investing in City property for a term of 50 years and then this 425 document, and at the end of that 50 years, if the Township would like to purchase that line back, they have to purchase it back at its appreciated value. So the City has an investment in there that is worth money in the ground that Inverness has to pay the City money back if it were ever attempted to be taken away from them. Councilwoman Riddle said at the end of 50 years if they want to purchase the line, then that money would go back into the wastewater area so that would come back to the City, so it is an investment in the future, it's not a drain on the City residents. DPW Karmol replied correct. Mayor Bronson asked in a 425 do those citizens become citizens of the City and vote. City Attorney Lindsay responded fortunately the 425 Agreement expressly provides that they shall be City citizens in all respects and in particular for voting and census purposes. Clerk/Treasurer Kwiatkowski commented in the last 425 extension, those people that were formerly voters in the City of Cheboygan are now voters in the Township. City Manager Eustice clarified that is why City Attorney Lindsay has written it into this Agreement. It really is language that should have never been in there and you shouldn't put into a 425 land lease agreement where people can vote. He has not gotten a solid decision on where it is unconstitutional, but he feels it is.

Councilman Lavender referred to page 3 of the Agreement, No. 5 that talks about the millage levied, stating his concern is that it is very vague as to when and if the Township will receive any millage revenue from the City. He then read, "up to the point the City realizes a positive net revenue stream after taking into consideration all costs incurred by the City initially and annually." He asked if this means the entire City operation. City Attorney Lindsay answered it is limited to those expenses associated with a 425 and that would be if the City gets involved in any financial assistance for the original build-out and his concern on top of that is the now \$22,000.00 annual operation and maintenance, which will go up in time and also the system aging over 50 years. There will be repairs and grinders & pumps are going to break down. City Attorney Lindsay went on to state he is not saying this couldn't be changed; for example, the concept is that on an annual basis the City will say we started out putting in \$100.00, now here is another \$50.00 in maintenance, which is \$150.00 per year. What did we get for revenue; \$160.00, so there is a \$10.00 positive net revenue stream and the \$10.00 would be shared. That number will be anywhere from \$22,000.00 and up. Clerk/Treasurer Kwiatkowski asked City Attorney Lindsay if he thought the Township would make the argument whatever we get as far as taxes go is general fund revenue; now you have expenses for the build-out, expenses for maintaining the water and sewer lines and the argument that may be able to be made is well that doesn't affect the general fund, and that is where we are looking for the three mills, the general fund and not from the water and sewer. City Attorney Lindsay responded he would refer to the Clerk/Treasurer on this, with City Manager Eustice stated that is a valid point and he thought of the same thing and thinks it has to be looked at as all expenses related to that property, whether it be water and sewer enterprise accounts or police, fire, and general fund expenses. You have to weigh all of those expenses related to that property to determine whether you have a net positive gain before we

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can share millage with them. DPW Director Karmol stated with this being City property and the City providing all the services, he would like to hear their argument to get any millage. Councilman Lavender stated he will preface this by going to Township meetings, there was always the intent of the Inverness Township Supervisor to have a cooperative working relationship with the City moving forward on this and he has concerns with all the contingencies we built in, not that he feels they are bad contingencies for the City, but his concern is that we are trying to group all these things specific to the Meijer's agreement and that all these contingencies are going to be a huge roadblock in further negotiations with the Township. Mayor Bronson inquired as to what negotiations. Councilman Lavender replied any further 425s, asking if this is kind of a take or leave it for the Township. Mayor Bronson responded yes because ever since he has been on the Council we have been negotiating with the Township and if we present this for your response we will be sitting here a year from now with it going back and forth. Councilman King commented to take Meijer out of the equation completely, he still thinks if that falls through, and he hopes it wouldn't. Other things will happen in that area and that is the direction this is going. If we can have something even without Meijer in there that would expand this and get this done and not have to constantly go back and rehash these things, we started this four years ago on the renewal and both parties, Inverness and the City, we need to do this for the future expansion. We just can't keep shelving it and then try and come back and hash this out. He commented on the hours that have been put in and the competent people on our staff have done a ton of work to see this come through and if he were sitting in Inverness Township's shoes he would be thanking us for the sincerity on this now and it can be a step forward and beneficial to not just to our two parties but to the entire County, as well. Take Meijer out and look at other things that could come, which may not be that large scale but it is still something. Councilwoman Kwiatkowski commented she doesn't think these things shouldn't be done, but has concerns with moving this through the Township. City Manager Eustice replied he understands because there is language in the 425 from their side of the fence that are deal breakers and believes that, too. But we are going to present it to them as basically if they want a Meijer's store in Cheboygan County this is the way you have to do it and this is what we have to have to get that done. Councilwoman Riddle stated as City Attorney Lindsay said the water and sewer are major investments that we are offering to share with Inverness Township. City Manager Eustice commented that is a very good point and they have discussed that and have millions of dollars into our water and wastewater system that has been in place for 120 years. You just don't extend it into a different municipality without having some respect for the monies the City has invested into the infrastructure. If Inverness wants to grow and help the County and school system grow, this is how you do it. City Attorney Lindsay stated what he appreciates about the City's Sub-Committee is that they are very forward looking and looking not just at a limited amount of time or limited area to benefit a limited number of people. They are thinking community wide. Most of the Township's roadblock deal killers are particular to the Township. We are looking out beyond the Township and would like to spread east, west and south. A lot of this language has already been hammered out in the USA so there is not that much new in here and shouldn't be a big problem and if it is, we can go back to the USA with the Township getting into the water provider business, which would not involve any City dollars, at all. It would be a limited vision option because then Meijer's is only going to do an 8 inch pipe to serve a limited number of properties – it will not allow for future expansion and the kind of looping we would like to see and it's going to require 425 Agreements or other agreements to connect literally from 2 parcels in the 425 proposal from the Township to cross that paper thin line to the other 9 parcels. It is really making a simple equation complicated and this is an attempt to uncomplicate what's been out there and get it to where it should be.

Councilwoman Riddle asked if we have a date by which we need to receive a response. City Manager Eustice replied no, other than Mayor Bronson mentioned that they do have a meeting on the first

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Tuesday in June and it is certainly going to be the topic of discussion at that meeting. If Council wants to set a date specific where they need to respond to us we can request that. City Attorney Lindsay stated his only concern about a date would be the October date Meijer has mentioned and also a timeframe in which DPW Director Karmol will start planning the system and loan structures. Councilwoman Riddle commented she was thinking the end of July or first part of August, and that would give two months until October. Councilman Temple stated he does not think we should give them that much time. City Attorney Lindsay added all this has been discussed, essentially over the Walmart 425 and working through the USA, noting there aren't any surprises in the agreement. There are some disappointments from the Township's perspective. Councilwoman Riddle asked if the City Attorney thinks they don't need two meetings; they have one meeting a month. Councilman Temple stated we had a special meeting and is sure they can do that, too. Councilman Lavender inquired on the three options as far as the boundaries of the 425 agreement, is that what we are leaving up to Inverness Township to pick. City Manager Eustice replied we are in that respect. Mayor Bronson clarified there are three boundaries for consideration or the USA. Councilwoman Riddle commented there are four possible options and we could work with any one of those four. DPW Director Karmol responded correct, adding that the City should have their own deadline and he is thinking sometime late August if we don't have a USA or a 425, he has a plan C ready, but nobody is going to like it. He stated he is just telling the Council the deadline he has in his head that by August if they have not picked an option, there is a plan C which will not take much time to get that one worked out, but thinks we should pursue it instead of letting Meijer's date slip by. Councilman Temple suggested going no later than the middle of July. Councilwoman Riddle suggested a June 22 deadline. Councilman Lavender asked if we would still have to have a public hearing for the actual 425. City Manager Eustice replied both the City and Township will. Councilman Temple stated this has been moving too slow and is afraid that the end of October will be here before we know it. Councilwoman Kwiatkowski asked about Friday, June 30. Councilwoman Riddle stated we should have the deadline previous to our second Council meeting in June so we can address it. Clerk/Treasurer Kwiatkowski stated the second Council meeting in June is June 27. Councilwoman Riddle stated we need to have it back to place it on that agenda. Mayor Bronson stated that is fine with him. Clerk/Treasurer Kwiatkowski suggested we have a deadline of June 22 because we are putting together a Council agenda that as to be firmed up on Friday.

Councilman King moved to approve the language and content of the 425 Agreement presented to the City Council by the Meijer's 425 Sub-Committee with the only option for Inverness Township to decide what are the boundaries, and if approved by City Council, a copy of that Agreement to be presented to the Inverness Township Board no later than 12:00 p.m., May 31, 2017 with a response deadline set for June 22, 2017; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

Public Comments:

Mr. Ray Lofgren commended the City Council for moving and putting a closed deadline. If they don't understand it they better learn to understand it real quick. He also commented the overall affect in the pocketbook to the citizens of the Township are no different than what they are today, tomorrow or 20 years from now.

Councilwoman Kwiatkowski thanked the Sub-Committee who put this together so quickly and called a meeting.

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Adjournment:

Councilman King moved to adjourn the meeting at 6:30 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

REGULAR CITY COUNCIL MEETING
June 13, 2017

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

Councilman Temple led the Pledge of Allegiance to the Flag.

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:

Councilman King moved to approve the Regular City Council Meeting Minutes of May 23, 2017 as presented; supported by Councilwoman Kwiatkowski. Motion carried unanimously.

Communications and Petitions:

Update on the Cheboygan Carnegie Project, Ms. Mary Hebert – Ms. Mary Hebert stated she is aware that the DDA expansion public hearing will take place on July 11, 2017 and that is great. She had intended to bring the consultant that will be working on the project in to formally introduce him, but will be doing that later. In the meantime, a lot is going on with or without the consultant. She informed Council they have added another \$10,000.00 in improvements to the building to make it more presentable before beginning to get grants. The plaster has been all repaired, the building has been all repainted, varnish and stain applied to all the woodwork on the first floor, there are no broken windows, and the screens are in for a nice cross-draft. Ms. Hebert went on to state there was a wedding shower there on Saturday for 15 people and on Sunday there were 65 women for a tea with the Democratic Women's Club. Everybody was very impressed and that led to another round of people that want to use the facility. Ms. Hebert stated there is newly formed drumming group called Cheboygan Michigan Huron Street Drummers We Play the Carnegie. This group has grown from 20 to 25 drummers. It is Lynn Turner, who teaches at the College and has a big drumming group in Petoskey and definitely a professional drummer and happens to be the niece of Gordon Turner. She knows Cheboygan very well and has a place on Bois Blanc Island. That group is growing and it will expand. Ms. Turner is in the process of doing her own separate not for profit and she would be using the Carnegie for classes or exhibitions.

Ms. Hebert informed Council on July 3 they are going to be hosting the Cheboygan Photography Club for an exhibit called Shutters in Action; it is going to be 50 pieces from the Photography Club. This will be a fundraiser for the Cheboygan Communities Foundation. There will be a lot of music, including the drummers as well as other performers. The exhibit will stay in place at the Carnegie and open to the public from Wednesday through Sunday, 10:00 a.m. to 7:00 p.m. The hours have been extended to accommodate those who work. Ms. Hebert went on to state she has \$12,000.00 that was donated in a very brief period of time. The Carnegie project has been expanded to include the property behind the Carnegie, including the Pearl Dombroski home and warehouse, making it a much larger project site. She has talked to the Cheboygan Economic Development Group about their interest in either serving as a fiduciary or partner toward some expanded other economic development

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projects and that conversation is still ongoing. Finally, she has had \$30,000.00 in in-kind contributions, one being a great kitchen from Werner's and also 150 plants donated by Seedums. Ms. Hebert said she has a one page capture of what the consultants are going to proceed on, key points and highlights, entitled It's a Special Building and It's a Rare Opportunity. She briefly explained this, stating it covers what the project might mean to the greater area and what it will mean individually in terms of what can happen there, with three categories: educational relationships, cultural development and small business collaborations that could occur, as well as serving as an incubation center. Ms. Hebert noted the timetable is very aggressive to complete the work, noting the first part of the work would end in August of this year. Phase II would end in April 2018 and would involve continuing to look for some critical partnerships for the business collaboration, and then there is a third phase.

Ms. Hebert informed Council she has a team of about 15 advisors and they include the Mayor and Ms. Michelle Andrews from the College, Dennis Hesselink, Sue Enos, Pat Gildner and many others. She is trying to seek out Dave Kronberg as a resource because she believes he does have crossover because he is in Cheboygan, is in the arts and knows historic preservation. She then asked for any questions. An audience member thanked Ms. Hebert for restoring a precious gem in our community and thinks the building is remarkable.

Bills and Disbursements:

▪ Prepaid Bills and Disbursements for the Month of May 2017.

Councilman King questioned the expense of stage legs and hardware for Festival Square. Clerk/Treasurer Kwiatkowski commented this is replacement of some legs. Councilman King then asked if the \$1,813.00 is the final bill from Attorney Joppich on the Port property. City Manager Eustice replied yes. Mayor Bronson questioned payments to Tony Beckett for blight services. Clerk/Treasurer Kwiatkowski replied Mr. Beckett provides blight services, anything from cleaning up yards to mowing. Those expenses go on as a tax lien against the property.

Councilman King moved to approve the prepaid bills and disbursements for the month of May 2017 in the amount of \$321,683.61; supported by Councilman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

▪ Unpaid Bills and Disbursements for the Month of May 2017.

Clerk/Treasurer Kwiatkowski noted a credit being received from Michigan Cat, which reduced the total of the unpaid invoices so it has been revised.

Councilman Lavender moved to approve the unpaid bills and disbursements for the month of May 2017 in the amount of \$31,371.57; supported by Councilman Temple. A roll call vote was taken; motion carried unanimously.

Department, Boards and Commission Reports:

▪ Downtown Development Authority Meeting, May 2, 2017 - City Manager Eustice reported the flowers were put up last week in downtown.

Resolutions:

▪ Consideration of Resolution for Scheduling a Public Hearing for the Intent of Expanding the Boundaries of the Downtown Development Authority District - City Manager Eustice stated the expansion of the boundaries would include the Carnegie Library. There was a motion to schedule a public hearing for tonight, but the process was not accurate, which was his fault. The DDA process is

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a little more intense for a public hearing, as it has to be scheduled by a resolution and at least 20 days out and not more than 40 days. All property owners within the DDA District must be notified by mail and the notice and legal description must be posted in 20 different locations in the DDA District. All of this will take place in the new few days and we will schedule a public hearing for the City Council meeting on July 11, 2017. City Manager Eustice then stated there has to be a second public hearing once we hear from the public and the Council approves the expansion of the boundaries with the same type of posting requirements to change the Ordinance. He noted the expansion is three parcels, one being the Carnegie Library and the other two parcels are owned by Pearl Dombroski (storage building and home) and Richard Sangster. The City parking lot, often used by Citizens National Bank is already included in the DDA District.

Councilman King moved to adopt a Resolution for Scheduling a Public Hearing for the Intent of Expanding the Boundaries of the Downtown Development Authority District; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

General Business:

▪ Consideration of Reappointment of Mary Kronberg to the Cheboygan Area Public Library

Board of Directors – Mayor Bronson announced he will abstain from voting on this reappointment. He stated, as Library Director, he sent a letter to Clerk/Treasurer Kwiatkowski as her three year term expires at the end of this month and she currently serves as the Board President and has been for about five years. He would like to see her remain on the Board.

Mayor Pro Tem Couture moved to reappoint Mary Kronberg to the Cheboygan Area Public Library Board of Directors for the term of July 1, 2017 through June 30, 2020; supported by Councilman Temple. Motion carried unanimously. Mayor Bronson abstained.

▪ Consideration of Purchase of Cheboygan County Tax-Foreclosed Parcels Located within the

City of Cheboygan – City Manager Eustice stated the County is the foreclosing agent on parcels that have delinquent taxes. Under Public Act 123 of 1999 the municipal government that these parcels are in have the right to purchase these properties (Right of First Refusal) at the starting bid cost. There are two parcels, both houses/residential properties, one at 1828 Harrison Avenue, with a bid of \$9,900.00, and the second parcel at 309 South D Street, with a bid of \$2,100.00. If the City were to purchase either one of these properties, we would have to use it for a public purpose. It could be resold, but any proceeds or profit from the sale all go to the County, so there is no benefit for us to buy the properties, improve and resell, because the County would get the money. Mayor Bronson asked if any of these properties adjoin any other City property or something we would be interested in. City Manager Eustice replied no. Mayor Pro Tem Couture asked City Manager Eustice for his opinion on purchase. City Manager Eustice stated he would not recommend purchasing either property, adding he would rather see them in the hands of a private investor and stay on the tax roll and be improved.

Councilman Lavender moved to authorize the City Clerk/Treasurer to execute the Waiver of First Right of Refusal to acquire the tax foreclosed parcels that were foreclosed upon in March 2017; supported by Councilman Temple. A roll call vote was taken; motioned carried unanimously.

▪ Consideration to Schedule a Public Hearing for June 27, 2017 for Adoption of the Fiscal Year 2017-18 Operating Budget for all Funds of the City of Cheboygan – City Manager Eustice stated this is a requirement of the Charter.

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Councilman Lavender moved to schedule a Public Hearing for June 27, 2017 for Adoption of the Fiscal Year 2017-18 Operating Budget for all Funds of the City of Cheboygan; supported by Councilman Couture. A roll vote was taken; motion carried unanimously.

▪ **Request from the Cheboygan Area Chamber of Commerce to Close Main Street to Parking from Pine Street to W. State Street for the 4th of July Parade -**

Councilwoman Kwiatkowski moved to approve the closing of Main Street to parking from Pine Street to W. State Street for the 4th of July parade; supported by Councilman Lavender. Motion carried unanimously.

Public Comments:

Ms, Sherry Nelson of the Bring It Cheboygan Group stated on June 22, 2017 at 6:30 pm. at the Library is a program to present the Michigan Main Street Training Program as they have been training for the last two times. They have been inviting service organizations, merchants, business people up and down Main Street, and anyone they run into. They have been sending flyers out and Council is invited. She then stated the other exciting thing she learned from Ms. Guenther that the DDA is forming a new steering committee for Michigan Main Street and the steering committee is a vision board that determines what project and what the vision for the Michigan Main Street is going to have upcoming. She was asked to be there and Bring It Cheboygan wants a seat at the table so they will be there. All interested parties are welcome and come and see what is going on. Also, the Bring It Cheboygan Group will be marching in the 4th of July parade and have developed a logo and purchased tee-shirts and caps, which will available at the Library on June 22. She then asked for questions. Mayor Bronson thanked her, stating they appreciate her time.

Ms. Virginia White introduced herself asking what the parameters of the downtown area are and what constitutes the downtown for the DDA. Mayor Bronson explained the DDA District goes from Nelson Street to the City beach and includes Main Street and Huron Street. Councilwoman Riddle stated the DDA District also goes just across the River. City Manager Eustice commented about 150 feet deep on the east side. Ms. White stated there is a sign at the Lincoln Avenue Bridge that states welcome to downtown Cheboygan, asking what the sign really means and does downtown Cheboygan start there, as she would interpret it that way. City Manager Eustice stated it is not the DDA District but we think of it as the start of a traditional downtown. Ms. White asked if the DDA thinks of that way, too. Mayor Bronson explained the DDA has legal boundaries and can only operate within those boundaries and the money can only be spent within those boundaries. Ms. White then asked who determined the boundaries. Mayor Bronson explained the boundaries were developed when the DDA was started in 1986. The DDA receives tax monies so it needs a legally described area so they can capture tax money. Ms. White then asked about expanding the DDA boundaries. Mayor Bronson replied that is what they are doing for the Carnegie building. Ms. White asked if the actual Main Street can be expanded or lengthened to Court Street. When you shut off the State Highway, M-27, off for trick-or-treating in October you are shutting it off from State all the way to Court, but it is not the actual downtown. Mayor Pro Tem Couture explained the DDA doesn't choose to shut the street down, it is the City of Cheboygan.

City Clerk's and Treasurer's Comments:

▪ **Closing with Citizens National Bank on 2017 Transportation Bonds –** Clerk/Treasurer Kwiatkowski informed Council that he closed with Citizens last Tuesday on the 2017 Transportation Bonds. \$280,000.00 is now in our bank account for the W. State Street project and it is a 10-year

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issue.

▪ **Management Salaries & Fringe Costs** – Clerk/Treasurer Kwiatkowski stated he was asked to put together management salaries and fringe costs and after discussion with the Mayor today, he has amended it. He noted in the retirement column what he initially did was the cost for the non-union segment for the year of around \$68,000.00 to \$69,000.00 (what the City contributes), but it's misleading because they are contributing not just for three active people but also an additional eight people that have retired. It will either be the retiree or the beneficiary. We cannot put a dollar amount because MERS began, about 4 years ago, instead of a percentage applied to every employee through the actuaries, they started going with just a monthly dollar amount. For instance, for the non-union segment it's right around \$6,000.00 a month, which includes past retirees and unfunded liability funding that, so the only people in management that he can truly pin a cost to are the two listed there as they are in hybrid plans, which uses a percentage of payroll. Mayor Bronson commented that was a cost for that department, not that one person, which was his question. Mayor Pro Tem Couture asked if \$6,950.00 is what the City contributes into a retirement fund for DPW Director Karmol. Clerk/Treasurer Kwiatkowski explained it does not put it into a fund for him, it puts it into a pooled fund for anyone in that segment, who are Craig Coxe and DPW Director Karmol. Mayor Pro Tem Couture asked if this is where they would get their pension when they retire. Mayor Bronson then asked if the City offers four different retirement systems. Clerk/Treasurer Kwiatkowski replied there are six; they are all under the banner of MERS and there are 3 segments in the defined benefit and 3 in the hybrid. Mayor Bronson asked how many retirees. Clerk/Treasurer Kwiatkowski stated he just got the actuary back today and when you look at the total cost the City pays in about \$280,000.00 a year to MERS and that includes 63 people, of which 20 are actively working; so there are 43 retirees out there and part of what we pay in each year goes toward what they are drawing and also the unfunded liability. Mayor Pro Tem Couture asked how an employee knows how much they are going to make when they retire. Clerk/Treasurer Kwiatkowski replied they can contact MERS and there is a semi-annual statement for those in the defined benefit segment. In the statement it shows how many years of service, what your benefit is, and if you retire at a certain age it will actually show you what the retirement would be. Mayor Bronson explained it is similar to the social security statement you receive each year. Councilman Temple asked if you have to work for the City a certain number of years before you can get the City's portion for retirement. Clerk/Treasurer Kwiatkowski replied yes, it's called vesting and there is a 10-year vesting period. Mayor Pro Tem Couture said there is a certain period of time they base the retirement on, noting someone's salary might change. Clerk/Treasurer Kwiatkowski commented that is called final average compensation. Both Unions, POLC and AFSCME, are FAC3 (the last three years that they work); management and non-union are FAC5. Mayor Bronson questioned some in the school system not getting social security. Clerk/Treasurer Kwiatkowski explained years ago there was a one-time opt out period for that. We deduct social security from all City employees. City Manager Eustice stated the hybrid plan is much more forgiving than some of the pension plans that have been around for a long time. The vesting period for the hybrid is six years but you don't get as much money. Mayor Bronson stated one thing that everyone needs to be aware of is that even after a person ends their employment with the City, the City still has an obligation to pay into a fund that pays their retirement. Mayor Pro Tem Couture asked if this is no longer the case with the hybrid plan. Clerk/Treasurer Kwiatkowski stated the hybrid plan is part defined contribution with an employer match; the percentage that the City pays on the hybrid plan is between 6 and 7 percent of wages for those individuals. Everyone that works for the City that has retirement contributes 6% of their earnings and there is a defined contribution match that the City does, but it is only 1.75%. Mayor Bronson commented after all who retire under the defined benefit, the City's contribution will be significantly less. Clerk/Treasurer Kwiatkowski commented defined

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benefit plans are woefully underfunded all over the country and it will be interesting to see where it goes.

City Manager's Report:

- **Port Marketing Campaign** – City Manager Eustice informed Council that beginning tomorrow he and Mr. Mark Lorenz are going to start the Port Marketing Campaign. They are meeting with Kokosing's management at 2:00 p.m. tomorrow to make a presentation and to discuss how we can partner with them to promote the Port. We are going to do the same thing with Ryba, which is not scheduled yet. There are Port Promotion Agreements with both entities and they will also be doing some of their promotion. The Port Action Team will be doing some marketing, as well. There are some monies in the Port of Cheboygan, Inc. account and the Community Foundation has basically made the decision to help fund the marketing campaign. Also if the Foundation does contribute money to the marketing campaign, then the MEDC will match it dollar for dollar up to \$50,000.00. The idea behind the marketing campaign is to attract a manufacturer. The Port operation is in place and both companies will expand, if necessary. They both currently have the capabilities to ship and receive. The Port Commission is still active, but will go down to five meetings (a meeting every two months) because there are not a lot of issues at this point. It will remain active until deemed unnecessary.
- **Meijer's** - City Manager Eustice reported Meijer's and Inverness Township have received a 425 Agreement that was done at a Special City Council Meeting on May 30. He will be attending the Inverness Township DDA meeting tomorrow night at 7:00 p.m. and the Inverness Township Board meeting on Thursday at 7:30 p.m. at the Township Hall. The Township DDA will review the 425 Agreement and make a recommendation to the Board. City Manager Eustice noted there is some reservation on the side of the Township of what we submitted to them, and he will be reviewing that with Township Supervisor Ron Neumann tomorrow and make some recommendations of what he can and cannot do and what he does not understand. Inverness Township has not gotten an opinion of their legal counsel yet, so in the next two days we will know what they think. Mayor Pro Tem Couture asked what the City's deadline was. Councilman King replied June 22. City Manager Eustice stated if the Township agrees, then it can be brought to Council on June 27. Public hearings are also required by both the City and Township. Mayor Pro Tem Couture said he thinks we should still have it on the agenda for June 27, whether we have an answer or not, if other action needs to take place. City Manager Eustice stated once the Inverness meeting on the 15th takes place, the Committee will get together soon thereafter before the next Council meeting.
- **K-Mart Closing** - City Manager Eustice announced the Cheboygan K-Mart store is closing in September. They just signed a five-year lease last fall on a portion of the building they lease from the owner of the strip mall.
- **Community Garden** - Councilwoman Riddle stated the Community Garden is operational with running water. They have 11 sites, one of which is corn that is available to anyone who has a garden area. There are still two sites left that have not been assigned. People may contact either herself or Amy Thomas. She noted it has been really a nice experience because someone will come by with a tractor asking if they can help; another person came with a rototiller; and someone did the original plowing. It is a lot of clay so Bruce Gauthier ordered black dirt that everyone can use and we are getting poles (fence posts) and will need to get a crew together to put them in and will be renting an auger to do that. They are trying to find people to get that work done. The DPW has been bringing loads of wood chips to keep the greenery down. It does look nice and invites everyone to stop and take a look.

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- **Union Negotiations** – City Manager Eustice announced they are in the process of Union Negotiations both with the POLC and AFSCME Unions, noting he and Clerk/Treasurer Kwiatkowski had a conversation with Labor Attorney Phil Nantz today. Attorney Nantz had originally cancelled some of the negotiation meetings because he wanted to come up here and have a planning session; however, after their conversation today we don't need a planning session. Attorney Nantz will get back with them by next week on the AFSCME Contract as he is doing some review. City Manager Eustice stated he feels we can still schedule some meetings before the Contracts expire on June 30. There are not a lot of major changes in either contract, so he does not expect it to be a long drawn out process at all and hopeful it can be done in one or two meetings.
- **U.S. 23 Paving** - City Manager Eustice stated he thought he sent a press release out on the U.S. 23 paving, which involves a 10.6 mile stretch almost to Mackinaw City and coming into Cheboygan to the Little Black River Bridge.
- **State Street & Huron Street Projects** – The State Street Project is on schedule, noting some concrete work has been done and Reith-Riley will be here next week to start some of the roadwork. June 30 was the completion date, but if everything goes well it should be done before that. There are some issues with the road, but City Engineer Granger and Mr. Jim Pemberton of Reith-Riley have all the engineering figured out so hopefully it will go well. City Manager Eustice then reported they are still working on the Huron Street project, which is going to intersect with the State Street Project, noting only one bid was received, which was high, and City Engineer Granger is working with Team Elmer's to cut some costs, so most of the grant funding will pay for it. This will be a longer term project. If we can get it started in July, it will still go into September. They hope the ICE Grants continue because they are now up to 2 million dollars and we want to do the rest of Huron Street to the tower. Hopefully in 2018 we can get a grant to do that. We couldn't apply this year because you cannot have an open grant and apply for the same grant. We need to close out this grant before we can apply. He noted there will be one-lane traffic on Huron Street after a concern was expressed by Councilwoman Riddle. City Manager Eustice added traffic control was one of the higher costs, because it is needed, and they are looking at ways to cut that cost. He has been in conversation with the Farmer's Market and it is likely because the project is starting at Lake Street, on the north end, they will not be behind Festival Square until September. They will make sure there is traffic flow to the Farmer's Market.
- **Kiwanis Park Trees** – City Manager Eustice reported the Kiwanis Club is working on Kiwanis Park and have done a great deal of work. They identified 18 trees that needed to be removed that are predominately all ash trees, which were treated a couple of years ago. The Kiwanis Club asked if the City would take them out; the City got estimates at \$500.00 a tree. The Kiwanis Club got a better estimate at a total of \$5,500.00 for all 18 trees and asked if the City would participate in the cost of that at 50% or roughly \$2,500.00. There is one tree that is going to be difficult to take out, so if they can get it out without any problems, it will be a \$5,000.00 cost. This is something he can approve and would come out of next year's budget, as there is no money in this year's budget. He also has not discussed this yet with DPW Director Karmol, as it likely would have to come out of his budget. He wanted Council to know as this is City property. All along he has told the Kiwanis Club the City will participate, i.e. labor or some costs if deemed necessary. There were some volunteers who were going to cut the trees down, but after checking with the City's insurance that was not a very good idea with liability and chainsaws. This is a licensed contractor that is donating much of his time. Mayor Bronson said they had talked one time about the ditch (Smith Creek) and asked if this is something we can work on. City Manager Eustice stated it is a federal drain and we are responsible to maintain it, noting it is part of the Little Black River Watershed. They have cleaned out some of the trees, but it needs an extensive cleaning. Mayor Bronson also noted concrete has also fallen down, asking if we

Regular City Council Meeting – June 13, 2017

are looking at doing that work. City Manager Eustice stated he has discussed this with DPW Director Karmol but have not sought any kind of bids; it is not something our DPW can do to the extent of what needs to be done there. There is a lot of brush, not only at the Smith Creek area, but as you go north of there it is worse. Clerk/Treasurer Kwiatkowski stated at the Cemetery it is terrible. City Manager Eustice stated he will talk with DPW Director Karmol and see if he has anything scheduled or if he is looking at getting bids. Mayor Bronson stated this might be something you want to look at and start searching for some grants. Councilman Temple commented between Mackinaw Avenue and First Street it is like a regular forest; it is terrible and is where the big piece of concrete has fallen.

Ms. Virginia White commented she was in Washington Park on Sunday afternoon and it was very windy. There is a pole power there with a tree next to it and there was a huge tree limb coming out. From her advantage point looking it, the pole and tree limb were so close together that a sharp gust of wind could have easily pushed them together. She then asked if that power pole is Consumers Energy. City Manager Eustice replied it is. Ms. White then commented on the fire there a couple of years ago. It looked to her like it deserves some attention, i.e. getting the limb out of there. City Manager Eustice stated there have been issues with the power pole, as it has caught on fire three times, and he will take a look at it.

Mayor Pro Tem Couture asked if the Kiwanis Club is waiting on the tree removal. An audience member stated as soon as the trees come out they will be ready to move ahead. Councilman King stated he is in favor of the City helping with the tree removal.

Messages and Communications from Mayor and City Council Members:

▪ **Parks & Recreation Commission Quorums** – Councilman King stated the next meeting of the Parks & Recreation Commission is June 21 and wondered if the City Manager has heard anything from the members. He is starting to give up work to be at the meetings and no one shows. We need to make a decision and figure out where to go. Mayor Bronson asked how many members can be on the Commission. City Manager Eustice replied five; it's a five member board with Councilman King as the Liaison. He is not sure the By-Laws allow alternates. Mayor Bronson commented if we had a seven member Commission, we could appoint some more so we are more likely to get a quorum, asking the City Manager to look into this. Mayor Pro Tem Couture asked if the City Manager has talked to any of the existing Commission members. City Manager Eustice replied yes, other than Susan Muschell, Chairperson. We need to determine whether she is going to continue on the Commission. Mayor Pro Tem Couture stated with what is scheduled with the Recreation Commission and the Recreation Department, it is vital that we meet on June 21. Councilwoman Riddle asked if the City Manager received any applications for someone interested in being on the Commission. City Manager Eustice replied no, not that he is aware of. Mayor Bronson stated he was contacted by someone and responded, but was not sure if she lived in the City. Councilwoman Riddle commented she does live in the City. Mayor Bronson stated she was directed to come to City Hall and fill out an application. Councilwoman Riddle stated they are talking about Amy Thomas and according to Ms. Thomas she has filled out an application, but does not know if she turned it in. City Manager Eustice noted the Application for any Board or Commission is on the City's website. Mayor Pro Tem Couture suggested when the City Manager talks to those on the Commission and deem that we need to replace them for any reason, is that something the City Manager and Mayor can do without a vote of Council, asking what the process is. City Manager Eustice stated the Mayor can appoint or recommend but it should be a Council motion to remove or assign someone to the Commission. Councilwoman Riddle stated if Mrs. Muschell is not able to continue, the City can give her a resolution for her time involved with the Commission. Mayor Pro Tem Couture commented, as stated in the last minutes of the City

Regular City Council Meeting – June 13, 2017

Council meeting of May 23, we wanted to have a report to us prior to this meeting and action, and this is not done. Let's do it now. Councilman King asked the City Manager to let him know within the next couple of days as to the status of a quorum for the next meeting. If there is not going to be a quorum, place something on the agenda for the next Council meeting. City Manager Eustice said other than Mrs. Muschell, Mr. Don Horrocks, Mr. Ken Sheldon, and Selina Chevalier Hayden can be here. He is going to have to go and meet with them to make sure they can be here for the next meeting and will schedule it for next Wednesday.

- **4th of July Parade** – Councilman King asked Chamber Director Herceg if Mr. Grisdale of the radio station has approached them regarding a broadcast. Mr. Herceg stated Mr. Grisdale sent him an e-mail last week and thinks there was an announcement in the newsletter and the event is good to go. Councilman King stated he is trying to get one of his high school broadcasting students to help with the announcing of the parade and the National Anthem.

- **Festival Square Stage/Farmer's Market** – Mayor Pro Tem Couture stated he was approached by someone who does the Farmer's Market, and they are concerned with the stage placement. He does not know if it is different than it was last year. He was told it is impeding some spots that could be used. City Manager Eustice stated Downtown Enhancement Administrator Guenther talked to Mr. Lowell Beethem on this. It is not in any different location, but it does take up quite a bit of room. There is one vendor that uses it and places products on the stage. City Manager Eustice stated they are working through it. He then informed Council they moved the Thursday night music to Washington Park, with Festival Square being the rain site. It is difficult to put the stage up and down every week. The Farmer's Market wants the stage down for Saturdays, but it is a two to three hours process to take it down or put it back up. Councilwoman Riddle commented Festival Square was not built just for the Farmer's Market so they need to deal with the process. Councilwoman Riddle asked if the p.a. system is active now at Festival Square. City Manager Eustice stated music can be played but the City does not have a device to play music. If you have a cellphone or tablet, music is possible. Councilwoman Riddle asked if the Farmer's Market knows there is the ability of having music playing. City Manager Eustice said he will ask them. Councilman King stated they mentioned to him they wanted live entertainment there.

- **Health Insurance Options** – Mayor Pro Tem Couture asked Clerk/Treasurer Kwiatkowski if he looked into options for health insurance. Clerk/Treasurer Kwiatkowski stated yes, adding the City's anniversary date is December 1 every year and he has also talked to Mr. Joe Breed at BK&C, but the problem we have is we are considered a small group (less than 50). The groups that get the best rates are the big ones. Mayor Pro Tem Couture asked where we are at employee wise. Clerk/Treasurer Kwiatkowski replied we have 27 full-time and 9 employees have opted out because they have insurance through their spouses. Mayor Pro Tem Couture said to make sure we follow up.

- **WWTP Insurance Claim** - Clerk/Treasurer Kwiatkowski reported they are still working with the insurance company on the wastewater treatment plant and so far he has submitted 1.1+ million dollars in invoices. We have been reimbursed for just over 1 million dollars. We are working to get that ended.

- **Retirement Plan** – Mayor Bronson inquired if there is spousal support in the retirement plan if the retiree passes away and has a spouse. Clerk/Treasurer Kwiatkowski replied there is a beneficiary benefit, although it is reduced.

- **Property Demolitions** – Mayor Bronson said he noticed the home on Mackinaw Avenue is now down, noting that person gave a deadline and got it done. Councilman Temple inquired if this owner did not have a certain amount of time to get the store painted. Chief Jones stated he believes it is July 1. Mayor Pro Tem Couture commented on the former Racquet Ball Club property on Mackinaw

Regular City Council Meeting – June 13, 2017

Avenue asking if it is blighted. Chief Jones replied it does not have any exterior blight. City Manager Eustice stated this property is privately owned by an individual who lives in the Holiday Subdivision.

Adjournment:

Mayor Pro Tem Couture moved to adjourn the meeting at 8:26 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

Chairman Brown called to order the Regular Meeting of the Cheboygan County Road Commission at 8:00 A.M.

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

Pledge of Allegiance was recited

PRESENT: D. Brown, D. Brandt, C. O'Connor, H. Ginop, Engineer/Manager Shank and Clerk D. Stempky

ABSENT: K. Paquet (excused)

VISITORS: C. Muscott, F. Cribb, C. Waldron, M. Donovan, G. Archambo, K. Swanson, J. Moore, G. Bunker and C. Veneros

MOTION by D. Brandt seconded by C. O'Connor to approve minutes of last regular meeting of 05/25/2017 as mailed. 4 Yeas 1 Absent (Paquet) CARRIED

MOTION by D. Brandt seconded by H. Ginop to approve for payment current accounts payable voucher #17-22-\$108,870.40. 4 Yeas 1 Absent (Paquet) CARRIED

MOTION by D. Brandt seconded by C. O'Connor to approve agenda as presented. 4 Yeas 1 Absent (Paquet) CARRIED

M. Donovan, retiree, requesting supervisor health benefits is reinstated as when they retired. Supervisor group would like to meet with couple Commissioners to talk and try to resolve instead of continuing with lawsuit. Would like a written response within 30 days from the Road Commission on their decision.

G. Archambo, Grant Twp, Alpena State Road, there is a hunt club that has made a burm of stumps along their property that is approximately 12 feet from the center of the road. Eng/Manger will have someone look into the situation.

Request to revise Permit for Drost Chocolates to place seating in the ROW. Engineer/Manager distributed picture of the parking situation, contacted neighbors for opinions or concerns. Noted the Road Commission can permit the seating with requirements, a local decision. The current concrete slab sits approximately 21 feet from the center of the road. The cost to place the non parking area would be approximately \$200-\$300.

MOTION by D. Brandt seconded by C. O'Connor to issue a one year permit to Drost Chocolates to allow table and chair seating in the ROW, require insurance from the owner and put a limit of the amount of tables to be placed, not install the no parking area at this time. Roll call: O'Connor-yes, Ginop-yes, Brandt-yes, Brown-yes 1 Absent (Paquet) CARRIED

D. Brown noted he contacted the Tuscarora Township Police to see if there had been complaints filed regarding the parking situation in the past with Drost Chocolate situation and he had commented none.

Engineer/Manger noted it was discussed at the last meeting to allow Shank and Paquet to attend MCRCSIP Annual Meeting but no decision was made.

MOTION by D. Brandt seconded by C. O'Connor to allow K. Paquet and B. Shank the MCRCSIP Annual Meeting Workshop on July 19, 2017. 4 Yeas 1 Absent (Paquet) CARRIED

Bids were received for S. Shire Road, Stoney Creek Road and Stream Crossing for Culverts on May 30, 2017

REGULAR MEETING OF THE CHEBOYGAN COUNTY ROAD COMMISSION JUNE 1, 2017

Engineer/Manager recommends awarding the Hatch Road project to Contech and to Jensen Bridge for Indian Trail, Crump, Budzinski and Cope Road. Recommend S. Shire Road award to Tri County Excavating and Stoney Creek Road to Spierling Trucking.

MOTION by D. Brandt seconded by H. Ginop to accept all bids for S. Shire Road, award to Tri-County Excavating for \$83,151.00. 4 Yeas 1 Absent (Paquet) CARRIED

MOTION by D. Brandt seconded by C. O'Connor to accept all bids for Stoney Creek Road, and award Paving to Spierling Trucking and Excavating Inc for \$58,955.00. 4 Yeas 1 Absent (Paquet) CARRIED

MOTION by D. Brandt seconded by C O'Connor to accept all bids and award Stream Crossing Culverts as follows-Indian Trail, Crump Rd, Budzinski Road and Cope Road to Jensen Bridge and Hatch Road to Contech Engineering Solutions. 4 Yeas 1 Absent (Paquet) CARRIED

MOTION by D. Brandt seconded by C. O'Connor to approve the contract between MDOT and CCRC, Contract # 17-5144, Job Number 130879A, Federal Item # KK 4286, for Hot mix asphalt, crushing, shaping and resurfacing work along Mullett Lake Road from approximately 250 feet north of Dodge Point Road northerly for approximately 1,267 feet, and authorize Engineer/Manager Shank and Chairman Brown to sign the same. 4 Yeas 1 Absent (Paquet) CARRIED

MOTION by D. Brandt seconded by C. O'Connor to approve Engineering Reimbursement of \$10,000.00 per Sec 12(2) of Act 51 and authorize Chairman Brown and Commissioners Brandt and Ginop to sign the same. 4 Yeas 1 Absent (Paquet) CARRIED

MOTION by C. O'Connor seconded by H. Ginop to receive and file the following correspondence: Township Meeting Minutes- Mullett 5/2/17, Mackinaw 5/16/17, Burt 4/6/17 and Benton 4/4/17. 4 Yeas 1 Absent (Paquet) CARRIED

Manager Update:

- E. Mullett Lake Road Pre Construction Meeting June 8
- S. Straits Hwy paving top course today and should finish paving tomorrow
- Wurm Road graveling, should be completed in a week
- Indian Point and Brutus Road paving complete should be completed in a couple weeks
- Attended MTA Meeting and updated Townships on Cost Sharing as well as discussion of DAS towers in ROW and Policy
- Rocks in Topinabee are being addressed and will be moved if required
- Speed limit reduction for Indian River contacted State Police and they recommended holding off as the moment until new language comes out that is being talked about.

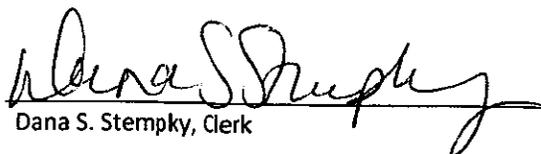
Foreman Update:

G. Bunker-grading, have brined ½ his primaries and placed apton stone on Carter Road per Koehler request as well as have been patching.

Chairman Brown adjourned regular meeting at 8:25 A.M. being no further business to come before the Board.



David D. Brown, Chairman



Dana S. Stempky, Clerk

User: kkortz
DB: Cheboygan

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	END BALANCE	YTD BALANCE	2017		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		12/31/2016	05/31/2016	ORIGINAL BUDGET	2017 AMENDED BUDGET		MONTH 05/31/17		
Fund 101 - GENERAL COUNTY									
Revenues									
101-400-581.00	REV FROM OTHER COUNTIES	52,782.46	20,917.69	54,297.00	54,297.00	21,540.65	4,692.57	32,756.35	39.67
101-400-582.00	SHERIFF LOCAL GRANTS	4,484.00	700.00	0.00	0.00	1,000.00	300.00	(1,000.00)	100.00
101-400-583.00	LOCAL GRANTS	0.00	0.00	0.00	350.00	350.00	0.00	0.00	100.00
101-400-601.00	CIR CRT COSTS	58,358.78	21,531.21	48,000.00	48,000.00	23,138.73	6,213.21	24,861.27	48.21
101-400-601.01	ATTY FEE REIMB/CIRCUIT	33,123.00	10,748.86	30,000.00	30,000.00	11,347.39	3,202.89	18,652.61	37.82
101-400-601.10	CIR CT GARNISHMENT	600.00	165.00	500.00	500.00	150.00	120.00	350.00	30.00
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	407,248.60	161,658.60	380,000.00	380,000.00	158,639.86	33,478.03	221,360.14	41.75
101-400-603.01	PROBATE CRT COSTS	2,170.00	861.00	2,000.00	2,000.00	120.00	0.00	1,880.00	6.00
101-400-603.11	SMOKING FEES	525.00	225.00	600.00	600.00	0.00	0.00	600.00	0.00
101-400-607.02	CTY GENERAL FILING FEE	4,743.00	2,015.00	5,250.00	5,250.00	1,891.00	372.00	3,359.00	36.02
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	221,483.00	0.00	127,284.00	139,105.00	6,567.24	1,313.44	132,537.76	4.72
101-400-607.14	CHARGE FOR SERVICE - COURT SPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-608.01	MOTION FEE COUNTY	2,980.00	870.00	3,000.00	3,000.00	1,030.00	180.00	1,970.00	34.33
101-400-608.02	COUNTY APPEAL FEE	137.00	87.00	200.00	200.00	87.00	31.00	113.00	43.50
101-400-610.00	JURY FEE CIR CT	1,400.00	540.00	1,500.00	1,500.00	585.00	0.00	915.00	39.00
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	495.00	330.00	500.00	500.00	965.00	30.00	(465.00)	193.00
101-400-613.00	DIST CRT/CIVIL FEES	52,719.45	13,516.95	45,000.00	45,000.00	14,000.50	3,143.00	30,999.50	31.11
101-400-613.10	COUNTY REMONUMENTATION	348.12	117.54	300.00	300.00	126.12	29.28	173.88	42.04
101-400-614.00	VIOLATION CLEARANCE RECORD	3,139.66	1,393.33	3,000.00	3,000.00	945.00	154.67	2,055.00	31.50
101-400-615.00	DIST CRT/BOND COSTS & FEES	6,954.00	2,915.00	7,500.00	7,500.00	1,760.00	780.00	5,740.00	23.47
101-400-617.00	PROBATE CRT - FEES	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-400-617.01	CERTIFIED FEES	1,258.00	532.00	1,400.00	1,400.00	628.00	134.00	772.00	44.86
101-400-617.02	MARRIAGE CEREMONIES	156.00	68.00	120.00	120.00	28.00	4.00	92.00	23.33
101-400-617.03	JURY FEE DEMAND	60.00	30.00	60.00	60.00	0.00	0.00	60.00	0.00
101-400-617.06	WILLS/SAFE KEEPING	200.00	100.00	150.00	150.00	250.00	25.00	(100.00)	166.67
101-400-617.07	INVENTORY FEE	7,188.07	2,957.46	7,500.00	7,500.00	2,361.74	107.86	5,138.26	31.49
101-400-617.08	PROBATE CRT/DEPOSIT BOXES	20.00	20.00	20.00	20.00	10.00	0.00	10.00	50.00
101-400-617.10	PROBATE CRT-MOT/PET/ACCT/OB	1,550.00	570.00	1,400.00	1,400.00	380.00	110.00	1,020.00	27.14
101-400-618.00	CO TREAS-CURRENT SERVICES	3,343.00	2,431.00	3,500.00	3,500.00	2,842.00	1,806.50	658.00	81.20
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	4,650.00	1,495.00	4,100.00	4,100.00	1,955.00	500.00	2,145.00	47.68
101-400-619.00	CO CLERK/CURRENT SERVICES	21,887.00	8,909.00	21,000.00	21,000.00	10,244.00	2,323.00	10,756.00	48.78
101-400-619.01	PASSPORT FEES	1,500.00	775.00	1,700.00	1,700.00	725.00	50.00	975.00	42.65
101-400-619.02	CREMATION FEE	1,120.00	420.00	1,000.00	1,000.00	600.00	150.00	400.00	60.00
101-400-619.03	SUBPOENA FEE	15.00	0.00	0.00	0.00	15.00	0.00	(15.00)	100.00
101-400-619.04	CRIME VICTIM ADMIN FEES	1,713.17	614.21	1,700.00	1,700.00	730.94	157.96	969.06	43.00
101-400-619.05	STATE FORENSIC ADMIN FEE	15.00	0.00	0.00	0.00	10.00	1.50	(10.00)	100.00
101-400-619.06	NOTARY FEES	288.00	168.00	250.00	250.00	160.00	8.00	90.00	64.00
101-400-620.00	REGISTER OF DEEDS FEES	260,399.21	80,024.85	225,000.00	225,000.00	120,498.00	26,037.40	104,502.00	53.55
101-400-622.00	C.C.F. COLLECTION FEE	2,112.13	808.13	2,200.00	2,200.00	1,234.34	259.56	965.66	56.11
101-400-622.01	25% ATTY FEES REIMB	357.80	126.00	500.00	500.00	121.50	16.25	378.50	24.30
101-400-622.02	ATTY FEE REIMB/PROBATE	1,073.42	378.00	1,200.00	1,200.00	1,164.50	48.75	35.50	97.04
101-400-625.00	DNA COLLECTION	266.04	93.20	0.00	0.00	193.67	45.60	(193.67)	100.00
101-400-625.01	SEX OFFENDER REGISTRATION	3,220.00	2,440.00	3,500.00	3,500.00	2,200.00	100.00	1,300.00	62.86
101-400-625.25	DNA COLLECTION - SHERIFF	680.08	248.00	200.00	200.00	484.17	114.00	(284.17)	242.09
101-400-625.36	DNA COLLECTION - DISTRICT COUP	6.00	6.00	100.00	100.00	0.00	0.00	100.00	0.00
101-400-628.02	BOAT LIVERY INSPECTIONS	52.00	16.00	100.00	100.00	0.00	0.00	100.00	0.00
101-400-628.03	PRISONER BOARD	44,823.88	14,572.63	45,000.00	45,000.00	18,239.25	3,290.78	26,760.75	40.53
101-400-628.04	PRISONER MEDICAL	4,203.75	2,384.81	3,500.00	3,500.00	1,400.90	282.51	2,099.10	40.03
101-400-628.05	ACCIDENT REPORT FEES	690.61	369.38	500.00	500.00	480.51	96.76	19.49	96.10
101-400-628.07	DOC/TRANSPORT REIMB	1,786.35	546.35	2,500.00	2,500.00	967.31	243.61	1,532.69	38.69

PERIOD ENDING 05/31/2017

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2016	YTD BALANCE 05/31/2016	2017		YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/17	AVAILABLE BALANCE	% BDGT USED
				ORIGINAL BUDGET	2017 AMENDED BUDGET				
Fund 101 - GENERAL COUNTY									
Expenditures									
426	TRI-COUNTY EMERGENCY MANAGEMEN	51,522.45	27,076.79	82,503.00	82,503.00	32,912.40	32,912.40	49,590.60	39.89
428	L.E.P.C. DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
430	ANIMAL SHELTER/DOG WARDEN	148,293.33	73,356.02	155,440.00	190,944.00	75,907.42	595.71	115,036.58	39.75
441	DEPARTMENT OF PUBLIC WORKS	253.46	253.46	340.00	340.00	203.33	0.00	136.67	59.80
600	HEALTH DEPARTMENTS	331,978.00	165,989.00	338,149.00	338,149.00	169,074.50	0.00	169,074.50	50.00
605	C/D - HEALTH DEPARTMENT	0.00	0.00	500.00	500.00	0.00	0.00	500.00	0.00
648	MEDICAL EXAMINER	11,159.68	3,915.44	19,507.00	19,508.00	6,935.74	3,235.44	12,572.26	35.55
651	AMBULANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
682	VETERANS	106,066.01	36,434.46	122,725.00	122,516.00	41,011.26	9,171.97	81,504.74	33.47
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	19,706.94	0.00	0.00	19,706.94	0.00
731	COUNTY MSU EXTENSION OFFICE	127,744.97	56,698.02	130,860.00	130,977.00	58,244.74	4,736.42	72,732.26	44.47
751	FAIR GROUNDS / EVENTS	20,810.66	7,298.79	47,772.00	47,794.00	5,142.32	3,313.52	42,651.68	10.76
753	VETERAN'S PARK	0.00	0.00	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00
784	SOIL CONSERVATION	13,469.01	6,373.38	13,720.00	13,720.00	6,374.15	0.74	7,345.85	46.46
802	PLAT BOARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
900	SPECIAL APPROPRIATIONS	86,125.00	80,000.00	86,575.00	86,575.00	80,000.00	0.00	6,575.00	92.41
902	APPRO/TRANSFERS TO OTHER FUNDS	807,965.38	167,197.79	1,074,907.00	1,080,817.50	273,243.09	104,766.09	807,574.41	25.28
941	GENERAL CONTINGENCY	0.00	0.00	157,331.00	157,331.00	0.00	0.00	157,331.00	0.00
954	INSURANCES	170,071.96	45,087.35	188,000.00	188,000.00	48,110.35	0.00	139,889.65	25.59
TOTAL EXPENDITURES		11,119,092.77	4,256,852.61	12,086,982.00	12,157,718.35	4,282,315.87	856,449.76	7,875,402.48	35.22
Fund 101 - GENERAL COUNTY:									
TOTAL REVENUES		11,438,891.86	1,658,732.25	12,086,982.00	12,157,718.35	1,782,758.32	381,631.75	10,374,960.03	14.66
TOTAL EXPENDITURES		11,119,092.77	4,256,852.61	12,086,982.00	12,157,718.35	4,282,315.87	856,449.76	7,875,402.48	35.22
NET OF REVENUES & EXPENDITURES		319,799.09	(2,598,120.36)	0.00	0.00	(2,499,557.55)	(474,818.01)	2,499,557.55	100.00

CASH SUMMARY BY FUND FOR CHEBOYGAN COUNTY
 FROM 05/01/2017 TO 05/31/2017
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 05/01/2017	Total Debits	Total Credits	Ending Balance 05/31/2017
101	GENERAL COUNTY	5,873,600.49	755,927.24	1,207,796.34	5,421,731.39
102	FAMILY COUNSELING FUND	27,013.32	180.00	0.00	27,193.32
105	TERMINATION LIABILITY FUND	(13,475.35)	0.00	0.00	(13,475.35)
107	P A 302 TRAINING FUND	6,762.33	0.00	308.74	6,453.59
108	PUBLIC ACT 106 FUND	32,248.00	16,124.00	48,372.00	0.00
111	PROBATION ENHANCEMENT FUND	14,104.50	123.36	266.07	13,961.79
112	VICTIM'S RESTITUTION FUND	181.99	0.00	0.00	181.99
114	COUNTY REMONUMENTATION GRANT FUND	23,048.01	0.00	0.00	23,048.01
201	COUNTY ROAD	3,215,385.19	592,157.35	652,752.54	3,154,790.00
210	JAWS OF LIFE FUND	0.00	0.00	0.00	0.00
211	COMMUNITY PROJECTS	4,865.59	0.00	0.00	4,865.59
214	SANE/SPECIAL PROSECUTION UNIT	0.00	0.00	0.00	0.00
215	FRIEND OF THE COURT-FAMILY COURT FUND	(14,936.73)	80,947.78	94,023.19	(28,012.14)
217	AMBULANCE MILLAGE	207,422.31	17,810.68	27,854.16	197,378.83
220	DORIS REID BUILDING	57,161.61	6,977.74	2,168.42	61,970.93
226	RECYCLING	358,075.47	6,035.04	20,698.39	343,412.12
230	CELLULAR PHONE FLOW THROUGH	38,630.00	0.00	38,630.00	0.00
231	CCE 911 4% PHONE SURCHARGE	1,161.58	37,884.37	38,619.66	426.29
234	DNR FOREST FLOW THROUGH	3,218.44	0.00	0.00	3,218.44
245	PUBLIC IMPROVEMENT	6,041.36	0.00	0.00	6,041.36
249	BUILDING DEPARTMENT FUND	(43,507.02)	57,324.31	46,524.88	(32,707.59)
256	REGISTER OF DEEDS AUTOMATION	374,842.10	2,795.20	1,375.81	376,261.49
258	DISASTER CONTINGENCY FUND	10,000.00	0.00	0.00	10,000.00
260	SHERIFF'S WORK CREW PROGRAM	(4,212.64)	2,915.19	3,736.88	(5,034.33)
262	SHERIFF SPECIAL PROJECTS FUND	1,471.47	0.00	0.00	1,471.47
263	CONCEALED PISTOL LICENSING	19,460.67	1,407.07	0.00	20,867.74
264	LOCAL CORR OFFICER TRAIN FUND	20,740.73	822.43	1,650.34	19,912.82
266	D.A.R.E.	2,773.42	0.00	164.59	2,608.83
267	DRUG COURT - ADULT - CIRCUIT	19,793.76	2,895.26	8,368.73	14,320.29
268	SOBRIETY COURT	11,122.18	320.00	184.85	11,257.33
269	COUNTY LAW LIBRARY	1,224.34	0.00	820.05	404.29
270	VETERANS ASSISTANCE FUND	22,676.50	0.00	0.00	22,676.50
273	ORV FUND	1,762.50	0.00	0.00	1,762.50
276	SAYPA PROGRAM	7,795.34	0.00	0.00	7,795.34
277	SENIOR CITIZEN MILLAGE	578,848.85	35,434.88	59,738.92	554,544.81
281	CHEBOYGAN COUNTY HOUSING COMM-ESCROW	30,249.08	87.15	0.00	30,336.23
283	CHEBOYGAN COUNTY HOUSING GRANT	157,888.26	752.48	36,706.92	121,933.82
286	REVENUE SHARING RESERVE FUND	0.00	0.00	0.00	0.00
289	CHEB SOC SER - COUNTY FUNDS	0.00	238.52	238.52	0.00
292	CHILD CARE - FAMILY COURT	(84,031.62)	157,262.07	52,987.64	20,242.81
293	SOLDIERS RELIEF	0.00	120.00	120.00	0.00
294	VETERANS TRUST	283.64	0.00	0.00	283.64
297	SENIOR CITIZENS/BUSING FUND	6,250.00	0.00	0.00	6,250.00
299	DAV VAN	600.00	0.00	0.00	600.00
351	INVERNESS SEWER PROJECT	5,355.48	0.87	0.00	5,356.35
352	CTY ROAD CONST PROJECT DEBT SERVICE	227,183.12	18,017.23	0.00	245,200.35
401	CRT HOUSE PRESERVATION FUND	9,621.72	0.00	0.00	9,621.72
418	D.H.S. BUILDING FUND	11,496.36	1,566.66	0.00	13,063.02

CASH SUMMARY BY FUND FOR CHEBOYGAN COUNTY
FROM 05/01/2017 TO 05/31/2017
FUND: ALL FUNDS
CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 05/01/2017	Total Debits	Total Credits	Ending Balance 05/31/2017
422	DORIS REID BUILDING CAPITAL PROJECT	(12,415.73)	0.00	3,577.23	(15,992.96)
430	ANIMAL CONTROL CAPTIAL PROJECT FUND	(3,434.26)	35,000.00	0.00	31,565.74
450	CCE 911 DEVELOPMENT & CAPITAL FUND	330,177.96	0.00	0.00	330,177.96
509	COUNTY MARINA	119,916.69	20,844.22	6,006.87	134,754.04
516	100% TAX PAYMENT FUND	9,157,758.64	893,388.27	3,330,098.02	6,721,048.89
517	TAX FORCLOSURE FUND	549,313.67	6,728.73	7,584.74	548,457.66
561	COUNTY FAIR	(7,946.39)	945.38	2,338.84	(9,339.85)
588	STRAITS REGIONAL RIDE	101,013.64	92,217.53	99,621.48	93,609.69
595	JAIL COMMISSARY FUND	36,331.90	12,038.57	10,976.84	37,393.63
701	T & A ACCOUNT	354,348.95	531,541.43	767,484.13	118,406.25
706	FRIEND OF THE COURT	200.00	0.00	0.00	200.00
721	LIBRARY	184,459.24	17,318.52	0.00	201,777.76
760	DISTRICT COURT	12,431.62	0.00	6,108.88	6,322.74
764	INMATE TRUST FUND	10,872.49	31,117.85	32,819.67	9,170.67
802	REVOLVING DRAIN FUND	100.00	0.00	0.00	100.00
	TOTAL - ALL FUNDS	22,063,324.77	3,437,267.38	6,610,724.34	18,889,867.81

ADMINISTRATOR'S REPORT

7-11-17

ROAD LOAN PROGRAM:

Applications for the County's Road Loan Program are currently being accepted until August 1st, 2017. Applications are available on-line at Cheboygan County.net. The program was reviewed at the May MTA meeting and a program notice reminder has been sent to the Townships and Road Commission.

FAIRGROUNDS:

Each year the Fair hires temporary employees to work approximately three weeks to support Fair activities. Currently, the Fair Manager is trying to find temporary employees to fill these positions. Interest has been limited. The County has an anti-nepotism policy which prevents persons that are related to work in the same department. Staff would like to ask for an exception to this policy for these temporary positions if no other candidates are available. A relative to the fair secretary has identified they could work the fair if needed.

MARINA PROJECT:

Currently, request for Proposals from engineering firms to provide bids to complete final engineering plans for the replacement of fuel tanks and gas dock-building at the Marina are being accepted. Bids will be reviewed by staff with a recommendation for award at the August 8, 2017 Board Meeting.

ANIMAL SHELTER:

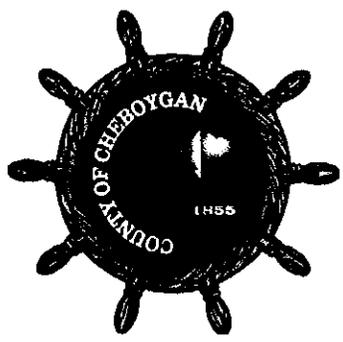
Staff is preparing to release request for bids to complete the final addition to the Animal Shelter Building for the isolation kennels. Contractors are currently finishing work on the central kennel areas.

REID BUILDING:

Carpet is being installed in the new Health Department meeting room at the Reid Building. After installation, the carpenter can then begin construction of the new office area and waiting area within the health department. Progress on the project is subject to scheduling availability of each sub-contractor.

WOLVERINE SENIOR CENTER:

Sealcoating and striping of the Wolverine Senior Center is scheduled to take place within the next few weeks.



Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: Byrne Justice Assistance Grant Application – Straits Area Youth Promotion Academy

Summary:

The SAYPA Program was awarded a Byrne JAG Grant for the 2012/2013 funding cycle. This grant was \$100,000 and covered expenses from October 1, 2012 through September 30, 2013. Due to a focus change by the granting agency, the SAYPA Program did not qualify for funding for 2013/2014 or 2014/2015. In the summer of 2015, the SAYPA Program was notified by the Michigan State Police Grant Management Division that, once again, the program qualified for funding under the 2015/2016 granting agency guidelines. They applied for and were awarded an \$80,000 grant for the 2015/2016 funding cycle. Due to across the board cuts, SAYPA was notified that the maximum award for 2016/2017 period would be \$55,000 (a reduction of \$25,000). The SAYPA program did not receive the Byrne JAG grant for 2016/2017. In the summer of 2017, the SAYPA program qualified to apply once again for the BYRNE JAG grant. Staff has completed the BYRNE JAG grant request for the 2017/2018 funding cycle online. The funding request is for \$60,000 (the maximum allowable request). This grant will fund similar items as the previous grant (wages and contractual services). The previous application covered costs related to a part-time classroom monitor, the program director and the From Decisions to Actions Program. Due to staffing changes at the school, the program director responsibilities will be transitioned to County staff, therefore this application requests funding for a full-time classroom monitor and the From Decisions to Actions Program. There is no required local match.

This grant application must be submitted by July 21st, 2017 by 12:00 p.m. (noon EST) using the on-line MAGIC (IntelliGrants) grant management system, under the Authorized Official's (John Wallace's) user name and password.

Financial Impact:

\$60,000 federal grant revenue to offset SAYPA programming.

Recommendation:

Approve the Byrne Justice Assistance Grant – SAYPA application and authorize the Finance Director to submit using the MAGIC on-line grant management system. Furthermore, we authorize the Chairperson to sign any forthcoming agreements or required documentation upon the review and approval of the Finance Director, Kari Kortz and legal counsel, if applicable and authorize the Finance Director to submit using the MAGIC on-line grant management system any future reporting requirements on behalf of the County.

Prepared by: Mari Hesselink
Kari Kortz

Department: S.A.Y.P.A.
Finance

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Applicant and Project Information

*Entity Name County of Cheboygan

Implementing Agency: 53rd Circuit Court, Family Division - County of Cheboygan

Street Address: 870 S. Main St. P.O. Box 70
City: Cheboygan State: MI Zip: 49721
Phone: (231) 627-4139

*Project Title Straits Area Youth Promotion Academy (S.A.Y.P.A.)

*Program Area Juvenile-Focused Community Policing

Start Date: 10/01/2017 End Date: 09/30/2018

*Population of geographic area served by this project: 25,401

*County(ies) in which the project will operate

Table with 5 columns listing Michigan counties: State Wide, Alcona, Alger, Allegan, Alpena, Antrim, Arenac, Baraga, Barry, Bay, Benzie, Berrien, Branch, Calhoun, Cass, Charlevoix, Cheboygan, Chippewa, Clare, Clinton, Crawford, Delta, Dickinson, Eaton, Emmet, Genesee, Gladwin, Gogebic, Grand Traverse, Gratiot, Hillsdale, Houghton, Huron, Ingham, Ionia, Iosco, Iron, Isabella, Jackson, Kalamazoo, Kalkaska, Kent, Keweenaw, Lake, Lapeer, Leelanau, Lenawee, Livingston, Luce, Mackinac, Macomb, Manistee, Marquette, Mason, Mecosta, Menominee, Midland, Missaukee, Monroe, Montcalm, Montmorency, Muskegon, Newaygo, Oakland, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon, Saginaw, St. Clair, St. Joseph, Sanilac, Schoolcraft, Shiawassee, Tuscola, Van Buren, Washtenaw, Wayne, Wexford

NOTE: If the applicant agency has: 1) not registered a DUNS number with the System for Award Management (www.sam.gov), formerly known as Central Contractor Registration; 2) is not current with annual registration; or, 3) does not have documentation identifying that the registration is in process, then the application will not be considered.

*Federal Tax Identification Number: 38-6004841

*DUNS Number: 038622874

*DUNS Number expiration date: 6/19/2018

Byrne Justice Assistance Grant Application - 18

**Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18
Applicant and Project Information**

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18
Federal Funding Disclosure

Instructions:

- Please answer the following questions below.
- Click Save to save the page.
- *1) Did your jurisdiction receive direct Byrne Justice Assistance (BJA) formula grant funding within the past three years from the United States Department of Justice, Bureau of Justice Assistance?
Yes ✓
No

*Please explain, including:

- The amount of funding your jurisdiction was awarded and how the funds will be used.
- Why the funds you are requesting within this application were not considered to be funded with your direct BJA Grant.

Cheboygan County Circuit Court, Family Division (Straits Area Youth Promotion Academy) was awarded a BYRNE JAG grant in the amount of \$80,000, active beginning 10-1-15 and ending 9-30-16.

- *2) Will the project you are applying for be supported by any other grant or foundation dollars (Federal, State or Private)?
Yes
No ✓

*Please explain:

N/A

Byrne Justice Assistance Grant Application - 18

**Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18
Political Districts**

*U.S. Congressional District

State wide	✓	District 1	District 2	District 3
District 4		District 5	District 6	District 7
District 8		District 9	District 10	District 11
District 12		District 13	District 14	District 15

*State House District

State Wide		District 1	District 2	District 3
District 4		District 5	District 6	District 7
District 8		District 9	District 10	District 11
District 12		District 13	District 14	District 15
District 16		District 17	District 18	District 19
District 20		District 21	District 22	District 23
District 24		District 25	District 26	District 27
District 28		District 29	District 30	District 31
District 32		District 33	District 34	District 35
District 36		District 37	District 38	District 39
District 40		District 41	District 42	District 43
District 44		District 45	District 46	District 47
District 48		District 49	District 50	District 51
District 52		District 53	District 54	District 55
District 56		District 57	District 58	District 59
District 60		District 61	District 62	District 63
District 64		District 65	District 66	District 67
District 68		District 69	District 70	District 71
District 72		District 73	District 74	District 75
District 76		District 77	District 78	District 79
District 80		District 81	District 82	District 83
District 84		District 85	District 86	District 87
District 88		District 89	District 90	District 91
District 92		District 93	District 94	District 95
District 96		District 97	District 98	District 99
District 100		District 101	District 102	District 103
District 104		District 105	✓ District 106	✓ District 107
District 108		District 109	District 110	

*State Senate District

State Wide		District 1	District 2	District 3
District 4		District 5	District 6	District 7
District 8		District 9	District 10	District 11
District 12		District 13	District 14	District 15
District 16		District 17	District 18	District 19

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Political Districts

District 20		District 21		District 22		District 23
District 24		District 25		District 26		District 27
District 28		District 29		District 30		District 31
District 32		District 33		District 34		District 35
District 36	✓	District 37		District 38		

Byrne Justice Assistance Grant Application - 18

**Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18
Grant Summary**

***This brief summary will be used for a short description of your project and for press notification, should you be awarded a grant. Be sure your description accurately presents your project.**

53rd Circuit Court, Family Division, SAYPA, and Intensive Juvenile Probation provides youth with 24/7 support, supervision, education, tools, and empathy to assist each youth to overcome their individual issues and remain in their communities. The project combines resources from the 53rd Circuit Court, County Sheriff's Dept. Liaison Officer, and a Michigan State Police Community Trooper.

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18
Problem Statement

In 1999, Cheboygan County Circuit Court; Family Division, Cheboygan County Prosecutors Office, Cheboygan Area Schools, and other community agencies formed a multi-disciplinary collaborative committee in order to design a youth program that would simultaneously address issues concerning the high cost of out of home placement, substance abuse, school and home incorrigibility, and the over-all recidivism rate in Cheboygan County. Through collaboration, Straits Area Youth Promotion Academy (SAYPA) was formed and to date SAYPA has been able to assist 347 "at risk" youth that were in danger of being put further into the Juvenile Justice system.

According to the U.S. Census Bureau, Cheboygan County, MI has:

- A total population of 25,401 individuals of which 17.1 % are youth under the age of 18.
- 17.6 % of the county's population lives under the poverty level which is 1.8% higher than that of the state poverty level which is 15.8%

According to the 2016 Michigan State Police Incident Crime Reporting (ICR) report:

- Out of 166 reported "crimes against persons" (CSC, Assaults, Stalking, Intimidation, etc.) committed in Cheboygan County, 13.5% were committed by youth between the ages of 10-18 years old.
- Out of 67 reported "property crimes" (Burglary, Larceny, Vehicle Theft, Fraud, etc.) in Cheboygan County, 6% were committed by youth between the ages of 15 and 18.
- Out of the 277 reported "crimes against society" (weapon offences, disorderly conduct, public peace, substance violations, trespass, etc.) committed in Cheboygan County, 10.8% were committed by youth between the ages 13-18 yrs. old.

The use of drugs and alcohol lead to the many other charges youth are adjudicated for such as assault, burglary, vandalism, as well as many status offenses including school incorrigibility. Youth who participate in such high risk behaviors end up deeper in the legal system where they tend to become more delinquent. In small rural counties such as Cheboygan, options for treatment and placement are limited. The options that are available tend to be more restrictive than necessary to accomplish the restoration of the youth or to ensure the safety of the community.

Without immediate intervention services, the high risk behaviors youth demonstrate will continue to escalate to the point that the youth will be placed out of home and into a long-term facility which is contrary to the long-term welfare and treatment of delinquent juveniles, costly to the county, and counter-productive to building strong families and communities.

Placement for a single juvenile is quite costly. Depending on the level of supervision and treatment required, the cost can range between \$120.00 per day (short term detention) to \$695.00 per day for long term housing and treatment of a violent offender. At the low end of the spectrum, this equates to \$43,800 annually for a single youth. The potential cost for a violent youthful offender in a secure treatment facility can reach \$253,675 annually. There is also the cost to family members (transportation & gas, taking time off work, etc.) who are usually required to attend a minimum of 1 monthly, in-person visit with the youth and facility counselor. At this point, the youth is not only dealing with his/her legal and /or substance abuse issues; now they must do so in unfamiliar surroundings and without the daily support of their families and loved ones in the community.

According to a study conducted in 2011 by The Federal Office of Juvenile Justice and Delinquency Prevention (OJJDP), long-term juvenile incarceration does not reduce recidivism, and may actually increase juvenile crime rates for lower-level youth offenders (Mulvey, 2011) . Researchers conducted more than 21,000 interviews over a 7 year period with more than 1,300 felony offenders ages 14-18 in the cities of Philadelphia and Phoenix. Based on this data, the study recommends increasing the impact of justice interventions, promoting policies which address each youth's individual pattern of offending and needs, and targeting youth considered high risk (Heller de Leon, 2012).

Byrne Justice Assistance Grant Application - 18

**Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18
Problem Statement**

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 0000011-53rd Circuit Court, Famil-18

Project Description

SAYPA is a day prevention program for adjudicated delinquents 11-18 years of age who are no longer able to attend or find success within the regular school system. The program combines education, nutrition, and treatment services designed to address undesired behavior, teach valuable life skills, and restore youth to the community. Youth must be adjudicated as delinquent and court-ordered to attend the SAYPA program. It is important to stress that there are no other education services or alternatives to incarceration available for adjudicated delinquents in Cheboygan County, making the SAYPA program vital to local juvenile-focused community policing efforts.

SAYPA is focused on rehabilitation of both the individual youth and the family unit as a whole. The primary goals of the SAYPA program are:

- To instill accountability for actions thereby developing maturity to equip youth for productive citizenship
- To provide adjudicated 'at-risk' youth with a highly structured community-based program with education and treatment designed to restore them to responsibility and prevent delinquent behavior
- To provide parents with support and equip them with the skills necessary to reinforce the goals of the academy as well as address any issues in the home that increase delinquent behavior
- To reduce or eliminate costly out-of-home placement, allowing the youth to remain at home and in the community
- To provide academic opportunities, rehabilitative services, and life skills training to at-risk youth
- To reduce the rate of recidivism among youth in Cheboygan County
- To provide delinquent youth with a means to transition from placement back to their home, school, and community

Program youth benefit from a highly structured environment where they receive a myriad of services. The program offers:

- School credits which are fully transferable, high school diploma upon graduation
- Small class sizes, certified at-risk trained teachers
- On-site juvenile officer to implement the program, monitor the youth, address behavior issues as they arise, and provide intervention services
- Pre-placement assessment to identify the educational and treatment needs of each youth and their family
- On-site nutrition classes, crisis intervention, life skills training, vocational training, recreational opportunities, physical education, substance abuse treatment and education, community service projects, tutoring, counseling, and mentoring
- Transition support services

SAYPA utilizes a four level system that describes the expected behavior, consequences, and earned privileges based on the youth's ability and willingness to meet program expectations. Once youth demonstrate academic competence and appropriate social skills development (level 4), they begin the transition back into their original school and community with support services. SAYPA seeks to build a school, community, and family support structure around delinquent youth to maximize success and reduce recidivism.

SAYPA is a multi-dimensional drug, violence, and other anti-social behavioral prevention program that utilizes a host of excellent community resources which are committed to promoting youth development. This list includes: Thunder Bay Behavioral Health Services and other private mental health providers, Cheboygan Schools, Cheboygan County Sheriff's Dept., MSP Community Services Trooper, Women's Resource Center, Harbor Hall Treatment Services, DHHS, Parenting Programs, Decisions to Actions, MSU Extension, and Moral Recognition Therapy. SAYPA has a strong behavioral health service component, which is necessary to address and prevent substance use and violence by these youth. The program recognizes that delinquency

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Project Description

must be addressed within the context of the community and the family as a whole. In addition, SAYPA seeks to build a community and family support structure that is consistent with the treatment goals of the youth in order to ensure the long term success of home placement and prevent future delinquent behavior.

The 'From Decisions to Actions' program provides a 10 week class for troubled youth and their parents that meets for two hours, once each week. Three sessions are held each school year. The youth are provided with an adult mentor and given course work that examines their decision-making processes, attitudes, and other essential social skills. Parents are given a parallel course in a group setting with the program director, mainly apart from the youth. Parents learn to identify their self-defeating behaviors, and the differences between passive, aggressive, and assertive parenting styles. Regular guest speakers are called upon to speak to the parents and youth on a variety of pertinent topics throughout the 10 weeks. These Speakers include the Prosecutor, 53rd Circuit Judge, City police officers, and substance abuse speakers from Harbor Hall Treatment.

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Project Timeline

***First Quarter**

- The 53rd Circuit Court will conduct interviews and hire a full time classroom monitor
- Employment for contractual employee and full time employee
- Implement increase in youth time spent at program by 1 hour daily
- Begin bi-weekly visits with Michigan State Police Trooper
- Increase overall law enforcement presence in the school/program
- From Decisions to Actions parenting program begins session 1 out of 4
- Offer varied life skills/vocational skills training through community agencies/volunteers

Total cost for first quarter: \$15,000.00

***Second Quarter**

- Continued employment of classroom monitor
- Employment for contractual employee and full time employee
- Continue extended program hours
- Continue bi-weekly MSP Trooper visits
- Continue to increase interaction between local law enforcement and youth
- From Decisions to Actions Parenting Program session 2 out of 4
- Continue skills training sessions

Total cost for second quarter: \$15,000.00

***Third Quarter**

- Continued employment of classroom monitor
- Employment for contractual employee and full time employee
- Continue extended program hours
- Continue bi-weekly MSP Trooper visits
- Continue to increase interaction between local law enforcement and youth
- From Decisions to Actions Parenting Program session 3 out of 4
- Continue skills training sessions

Total cost for third quarter: \$15,000.00

***Fourth Quarter**

- Continued employment of classroom monitor
- Employment for contractual employee and full time employee
- Continue extended program hours
- Continue bi-weekly MSP Trooper visits
- Continue to increase interaction between local law enforcement and youth
- From Decisions to Actions Parenting Program session 4 out of 4
- Continue skills training sessions
- SAYPA summer program begins in collaboration with Cheboygan County Sheriff's Department.

Total cost for fourth quarter: \$15,000.00

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Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Anticipated Outcomes and Performance Measures: To reduce delinquency with positive local community involvement and law enforcement intervention

*Goal (100 character max):

To reduce delinquency with positive local community involvement and law enforcement intervention

*Performance Measures:

Overall performance will be determined by data collected throughout the program year which is collected by SAYPA staff from the following records:

- Cheboygan County Circuit Court, Family Division: juvenile recidivism rate
- Cheboygan County Sheriff's Department Liaison Officer
- Cheboygan County Circuit and District Court: youth who have proceeded into adult court
- State of Michigan, Department of State Police, attendance for program youth
- Cheboygan Area School District: high school graduation rates
- Cheboygan County Probate Court: budget shows increase/decrease in out-of-home placements

Other information collected by staff to measure overall performance:

- * Number and type of new offenses committed while in the SAYPA program
- * Number of youth completing the SAYPA program
- * Number of youth attending From Decisions to Actions program
- * Number of positive/negative drug screens
- * Local events and meetings youth attend with law enforcement interaction

*Objective 1:

To increase the amount of positive interaction with local and state policing agencies, increase law enforcement presence in the program/school environment

*Activity(ies):

Youth in the SAYPA program will be required to attend all scheduled school meetings/presentations by state and local law enforcement officers. The MSP trooper and the Cheboygan County Liaison Officer will be invited to school functions such as: assemblies, holiday lunches, open houses, fun days, and other community activities the youth attend while in the SAYPA program. Law enforcement will be encouraged to stop by frequently and have lunch with the youth, use the school facilities, and interact with the students as they go about their day.

If successful, the increased presence of law enforcement in the program setting where their presence is non-threatening will foster positive relationships and attitudes toward law enforcement which will transfer to their interaction within the community. Youth may gain a new perspective on officers and their duties. It is our goal to increase the positive perception of police among youth in the community.

Objective 2:

To increase the amount of interaction and foster communication between community organizations, local law enforcement agencies (prosecutor, judge, probation department, etc.), and the SAYPA program

Activity(ies):

The "From Decisions to Actions" program is a 10 week class for at-risk youth and their families, meeting for two hours, once each week. Three sessions are held each school year. The youth are provided with an adult volunteer mentor and given course work that examines their decision making processes, attitudes, and

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Anticipated Outcomes and Performance Measures: To reduce delinquency with positive local community involvement and law enforcement intervention

addresses other essential social skills. Parents are given a parallel course in a group setting apart from the youth. Parents learn to identify their self-defeating behaviors and the differences between passive, aggressive, and assertive parenting styles. The youth and the parents come together during the program at varied intervals to work on communication skills together. Regular guest speakers are called upon to speak to the parents and youth on a variety of pertinent topics throughout the program. These speakers include the prosecutor, 53rd Circuit Court Judge, city police officers, employers, community members, and substance abuse speakers from Harbor Hall.

Objective 3:

Activity(ies):

Objective 4:

Activity(ies):

Objective 5:

Activity(ies):

Project Director

NAME Mari Hesselink	TITLE Director
ADDRESS 870 S. Main St. P.O. Box 70 Cheboygan Michigan-49721	
FAX NUMBER (231) 627-4180	EMAIL ADDRESS mhesselink@cheboygancounty.net

Financial Officer

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

Authorized Official

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

Byrne Justice Assistance Grant Application - 18

**Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18
Budget Narrative**

The SAYPA program is prepared to accommodate between 10 and 20 youth at any given time. These at-risk youth require consistency, accountability, and constant supervision by program staff. At this time, the SAYPA program employs a solitary staff member who must handle both administration and daily program operations concerning all youth. The hiring of a classroom monitor will:

- Allow the program to assist more youth, as regulations do not allow for the supervision of a high number of youth by a solitary worker
- Provide youth with greater opportunities for academic, physical, life/job skills, and mental health/substance abuse training and education
- Allow for more one-on-one interaction between staff and program youth
- Encourage compliance through an increased presence in program staff within the classroom and school building
- Reduce the potential for liability through increased supervision of program youth
- Provide a secondary employee to take over operations in the event of Director illness or emergency

The From Decisions to Actions (FDTA) program is a vital part of treatment and rehabilitation of juvenile offenders and their families in Cheboygan County. The costs incurred by this program include: speaker fees, mentor stipend, books & supplies, training materials, and director wages. The annual budget is \$26,385.00.

1st Quarter

Classroom Monitor- Wage: \$ 5,850.00 quarterly at 100%, Fringe: \$2,553.75

From Decisions to Actions (FDTA): \$6,596.25

The classroom monitor will spend 100% of his/her time with youth in the classroom, supervising groups of youth during program activities, and working individually with program youth as needed. This individual's annual salary will be covered by grant funds for the 12 months of the contract.

2nd Quarter

Classroom Monitor: Wage: \$ 5,850.00 quarterly at 100%, Fringe: \$2,553.75

From Decisions to Actions (FDTA): \$6,596.25

The classroom monitor will spend 100% of his/her time with youth in the classroom, supervising groups of youth during program activities, and working individually with program youth as needed. This individual's annual salary will be covered by grant funds for the 12 months of the contract.

3rd Quarter

Classroom Monitor: Wage: \$ 5,850.00 quarterly at 100%, Fringe: \$2,553.75

From Decisions to Actions (FDTA): \$6,596.25

The classroom monitor will spend 100% of his/her time with youth in the classroom, supervising groups of youth during program activities, and working individually with program youth as needed. This individual's annual salary will be covered by grant funds for the 12 months of the contract.

4th Quarter

Classroom Monitor: Wage: \$ 5,850.00 quarterly at 100%, Fringe: \$2,553.75

From Decisions to Actions (FDTA): \$6,596.25

The classroom monitor will spend 100% of his/her time with youth in the classroom, supervising groups of youth during program activities, and working individually with program youth as needed. This individual's annual salary will be covered by grant funds for the 12 months of the contract.

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Salaries, Wages and Fringe Benefits: Classroom Monitor

Are there Fringe Benefits expenses associated with this position? Yes No

Provide a specific description of this position (e.g., position title):
Classroom Monitor Grant Funds
\$23,400

Comments:

FTE 1 OR Hours

Provide a specific description of the fringes associated with this position:
Full-time Benefit Package Grant Funds
\$10,215

Fringe Benefits, Check all that apply

- | | | | |
|---------------------|-------------------------------------|-------------------------|-------------------------------------|
| FICA: | <input checked="" type="checkbox"/> | Life Insurance: | <input checked="" type="checkbox"/> |
| Dental Insurance: | <input checked="" type="checkbox"/> | Unemployment Insurance: | <input checked="" type="checkbox"/> |
| Vision Insurance: | <input checked="" type="checkbox"/> | Work Compensation: | <input checked="" type="checkbox"/> |
| Retirement: | <input checked="" type="checkbox"/> | Hearing Insurance: | |
| Hospital Insurance: | <input checked="" type="checkbox"/> | Other: | |

Comments:

Byrne Justice Assistance Grant Application - 18

Organization: 53rd Circuit Court, Family Division - County of Cheboygan 00000011-53rd Circuit Court, Famil-18

Contractual (Subcontracts): Employees of From Decisions to Actions

* Agency Type:

Private

* Name of Contractor:

Employees of From Decisions to Actions

* Services:

Parenting Program

* Does this include personnel?

Yes No

If yes, enter FTE: 1

If yes, enter number of 1

positions:

* Address:

7461 N. Straits Hwy

* City:

Cheboygan

* State:

Michigan

* Zip code:

49721

* Enter the dollar amount associated with the budget item.

Grant Funds

\$26,385



Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: DHHS Agreement DFA18-16001

Summary: The County has an agreement with the State of Michigan Health and Human Services to pay 50% of the cost of the Home Aide position employed by the State to provide instruction, guidance, assistance, motivation, and training in basic child/family care. This agreement is for a period of one year until September 30, 2018.

Financial Impact: Cost to the County \$47,750 Child Care (50% State 50% County) an increase of \$1,350 from 2017.

Recommendation: Motion to approve DHHS Agreement DFA18-16001 for the Home Aide position and authorize the Chair to sign and authorize all necessary budget adjustments.

Prepared by: Jeffery B. Lawson

Department: Administration

State of Michigan
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office of Contracts and Purchasing (OCP)
PO Box 30037, Lansing, MI 48909
Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

AGREEMENT NUMBER: DFA18-16001
Between
THE STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
And

CONTRACTOR		PRIMARY CONTACT	EMAIL
Cheboygan County Board of Commissioners		Jeff Lawson	adminlawson@cheboygancounty.net
CONTRACTOR ADDRESS			TELEPHONE
870 South Main Street, Cheboygan, MI 49721			231-627-8430
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	Christen Satchwell	906-235-5843	SatchwellC@Michigan.gov
OCP Analyst	Tony Bartlett	517-241-5717	BartlettA4@Michigan.gov

AGREEMENT SUMMARY			
SERVICE DESCRIPTION	Donated Funds – Home Aide		
GEOGRAPHIC AREA	Cheboygan County		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	
1 year	October 1, 2017	September 30, 2018	
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$47,750.00		
CONTRACT TYPE	Revenue		

*The effective date of the contract shall be the date listed in the “Effective Date” box above, or the date of MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Agreement. Section 291 of the fiscal year 2016 Omnibus Budget, PA 84 of 2015, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Agreement, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The Contractor’s signature on this Agreement is the Contractor’s certification that verification has and will be performed. The Contractor’s signature also certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

FOR THE CONTRACTOR:

Cheboygan County Board of Commissioners

Contractor

Signature of Director or Authorized Designee

Print Name

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Signature of Director or Authorized Designee

Jeanette Hensler

Print Name

Date

Agreement Number: DFA18-16001

This Agreement will be in effect from the date of MDHHS signature through September 30, 2018. No service will be provided and no costs to the state will be incurred before October 1, 2017, or the effective date of the Agreement, whichever is later. Throughout this Agreement, the date of MDHHS signature or October 1, 2017, whichever is later, shall be referred to as the begin date.

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	Begin date through September 30, 2018	\$47,750.00

Total Amount: \$47,750.00

1. PROGRAM REQUIREMENTS

Donated funds Agreement positions are to assist community partners and mutual clients by providing a non-traditional work environment whereby MDHHS employees are located within a facility that provides services to the client.

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address and Contact Information

The Contractor authorizes MDHHS to use the contact information below to send Agreement related notifications/information.

The Contractor must provide MDHHS with updated contact information within 10 days of change. Contact Information includes email address, contractor name, mailing address, telephone number and contact name.

Contact email address: adminlawson@cheboygancounty.net

2.2. Geographic Area

The Contractor shall provide services described herein in the following geographic area: Cheboygan County

2.3. Location of Facilities

MDHHS staff location(s):

Cheboygan County Department of Human Services:
827 S. Huron Street, Cheboygan, MI 49721

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Payment

- a. The Contractor shall provide to MDHHS the sum of \$47,750.00 as payment to MDHHS for services performed in accordance with the terms of this Agreement exclusively during the period from the begin date to September 30, 2018.
- b. The Contractor shall send payment to:

State of Michigan
MDHHS-Cashier Unit
PO Box 30802
Lansing, MI 48909-8302

All payments sent to MDHHS shall include a reference to the MDHHS contract number DFA18-16001.

Contractors may also choose to pay by Electronic Funds Transfer (EFT), using the State of Michigan MiCaRS payment system, at <https://payinvoice.state.mi.us/gaa>.

- c. The Contractor guarantees that the funds paid to MDHHS are not federal or state funds, except in such instances as the Federal Act authorizing expenditures of said funds permits their use for matching other federal funds. Furthermore, the Contractor guarantees that these donated funds have not been used as a match to obtain other federal funds.
- d. Payment to MDHHS shall be made in accordance with the annual payment schedule below. The Contractor shall make final payments to MDHHS no later than July 1 for each year of the agreement.

ANNUAL PAYMENT DUE DATES	AMOUNT OF PAYMENT
January 1, 2018	\$47,750.00

Agreement amounts may be adjusted annually to reflect the cost of Donated Fund positions impacted by changes in economic factors. Future years' payment schedules may be incorporated via amendment to this agreement each year.

- e. MDHHS may vacate a position without penalty for 10 consecutive work days or less due to vacation, illness or position vacancy. If a vacancy exceeds 10 consecutive days, upon execution of an amendment, the amount owed by the Contractor shall be reduced on a prorated basis determined by MDHHS and MDHHS shall refund the amount due to the Contractor.
- f. If MDHHS does not receive a scheduled payment from the Contractor within 10 business days of the due date, MDHHS may terminate this agreement immediately upon written notification to the Contractor.

3. MDHHS RESPONSIBILITIES

3.1. MDHHS Responsibilities

MDHHS shall:

- a. Assign One (1) Home Aide, who is a full-time MDHHS employee, at the location identified above to provide services consistent with their job classification per MDHHS policy. The MDHHS staff shall be deemed to be an employee of MDHHS for all purposes, including workers' compensation, unemployment, social security and the payment of wages inclusive of holiday and vacations.

Hours worked will be 40 hours per week, Monday through Friday, between 8:00 A.M., and 7:00 P.M. with either a 30 minute (half hour) lunch break, or a 60 minute (one hour) lunch break.

- b. Ensure that the employee shall be supervised by MDHHS and shall be a duly trained and qualified employee prior to placement on-site at the location of facilities.
- c. Provide the employee with copies of the Contractor's applicable rules, regulations, procedures, and staff relations policies.
- d. Ensure that the on-site MDHHS staff shall follow the rules of conduct, policies, and procedures of the Contractor while still enjoying the benefits and protections afforded under the Civil Service rules and their collective bargaining agreement.
- e. Provide MDHHS staff with the following:
 - 1) MDHHS staff travel/mileage reimbursement.
 - 2) Desktop office supplies, including paper and printed material.
 - 3) Computer with VPN to access State systems, one per MDHHS staff.

- 4) Printer/scanner, one per MDHHS staff.
- f. All funds paid to MDHHS hereunder shall be under MDHHS' exclusive administrative control.

3.2. Reserved

4. GENERAL PROVISIONS

4.1 Reserved

4.2 Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

4.3 Reserved

4.4 Reserved

4.5 Reserved

4.6 Reserved

4.7 Reserved

4.8 Reserved

4.9 Reserved

4.10 Reserved

4.11 Reserved

4.12 Reserved

4.13 Assignment

Contractor may not assign this Agreement to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement to any other party. If the State determines that a novation of this Agreement to a third party is necessary, Contractor will agree to the

novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under this Agreement.

4.14 Change of Control

Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Agreement, a change in control means any of the following:

- a. A sale of more than 50% of Contractor's stock;
- b. A sale of substantially all of Contractor's assets;
- c. A change in a majority of Contractor's board members;
- d. Consummation of a merger or consolidation of Contractor with any other entity;
- e. A change in ownership through a transaction or series of transactions; or
- f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Agreement and all of its obligations under this Agreement.

4.15 Reserved

4.16 Reserved

4.17 Reserved

4.18 Reserved

4.19 Reserved

4.20 Reserved

4.21 Reserved

4.22 Reserved

4.23 Termination for Cause

The State may terminate this Agreement for cause, in whole or in part, if Contractor, as determined by the State:

- a. Endangers the value, integrity, or security of any location, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose the State to liability;
- d. Breaches any of its material duties or obligations; or
- e. Fails to cure a breach within the time stated in a notice of breach.

Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.

If the State terminates this Agreement under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Agreement, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 4.24, Termination for Convenience.

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

4.24 Termination for Convenience

The State may immediately terminate this Agreement in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls.

The Contractor may terminate this Agreement upon 30 days written notice to MDHHS at any time prior to the completion of the Agreement period.

In either instance, the total amount of the Agreement shall be prorated over the abbreviated term of the Agreement starting on the effective date and ending on the cancellation date. Any net amount due and owing by the Contractor to MDHHS relative to the revised Agreement amount shall be paid by the Contractor to MDHHS, or, conversely, any prepayment by the Contractor in excess of the revised Contract amount shall be refunded by MDHHS to Contractor.

4.25 Reserved

4.26 General Indemnification

Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

- a. Any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Agreement;
- b. Any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party;
- c. Any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and
- d. Any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

4.27 Reserved

4.28 Limitation of Liability

The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.29 Disclosure of Litigation, or Other Proceeding

Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of this Agreement, including:

- a. A criminal Proceeding;
- b. A parole or probation Proceeding;
- c. A Proceeding under the Sarbanes-Oxley Act;
- d. A civil Proceeding involving:
 - 1) A claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
 - 2) A governmental or public entity's claim or written allegation of fraud; or
- e. A Proceeding involving any license that Contractor is required to possess in order to perform under this Agreement.

4.30 State Data

All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

4.31 Reserved

4.32 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Agreement.

- a. Meaning of Confidential Information. For the purposes of this Agreement, the term "**Confidential Information**" means all information and documentation of a party that:

- 1) Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- 2) If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and,
- 3) Should reasonably be recognized as confidential information of the disclosing party.

The term "Confidential Information" does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Agreement, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

- 1) Use of a subcontractor is authorized under this Agreement;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence.

At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Agreement or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Agreement. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party.

4.33 Reserved

4.34 Reserved

4.35 Reserved

4.36 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Contractor to verify compliance with this Agreement. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the term of this Agreement and for four years

after the latter of termination, expiration, or final payment under this Agreement or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.37 Reserved

4.38 Conflicts and Ethics

Contractor will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Agreement;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of this Agreement.

Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.39 Compliance with Laws

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

4.40 Reserved

4.41 Reserved

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Agreement.

4.43 Unfair Labor Practice

Under MCL 423.324, the State may void any Agreement with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

4.44 Governing Law

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

4.45 Non-Exclusivity

Nothing contained in this Agreement is intended nor will be construed as creating any requirements contract with Contractor. This Agreement does not restrict the State or its agencies from acquiring similar, equal, or like Agreement Activities from other sources.

4.46 Force Majeure

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

4.47 Dispute Resolution

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

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate this Agreement.

4.48 Reserved

4.49 Reserved

4.50 Reserved

4.51 Severability

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

4.52 Waiver

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

4.53 Survival

The provisions of this Agreement that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Agreement.

4.54 Entire Agreement and Modification

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

The Contractor shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of MDHHS, due to the revision of federal or state laws or regulations.

4.55 Options to Renew

At the discretion of MDHHS, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration. This Agreement may be renewed for up to two additional one-year periods.

4.56 Reserved

4.57 Inspection of Work Performed

The State's authorized representatives must at all reasonable times have the right to enter the Contractor's premises, or any other places where the MDHHS employee is working and where services are being performed, and have access to work-in-progress. To the extent that the access will not interfere or jeopardize the safety or operation of the systems or facilities, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed. Contractor must provide facilities and assistance for the State's representatives.

4.58 Return of State Equipment/Resources

The Contractor must return to the State and State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted. Any computer equipment or other resources funded or otherwise provided through this agreement by the State, is the property of the State and will revert to the State upon expiration or termination of the Agreement.



Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: MERS Application for Additional Credited Service Purchase

Summary: Attached you will find an Application for Additional Credited Service for Community Development Director Steve Schnell to purchase 2 years of credited service from the MERS B-4 Defined Benefit Plan. MERS permits the purchase of service credit by motion of the Board of Commissioners approving the purchase.

Financial Impact: Employee to transfer by fund roll-over of \$35,256.00 from employees defined contribution plan to MERS B-4 Defined Benefit Plan.

Recommendation: Motion to approve the Application for Additional Credited Service for Community Development Director Steve Schnell to purchase 2 years of credited service in the County's B-4 Defined Benefit plan with employee funds of \$35,256.00 and authorize the Chair to sign the MERS Application and Governing Body Resolution Form.

Prepared by: Jeffery B. Lawson

Department: Administrative Offices

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after July 1, 2017, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Steven F. Schnell

Date of Birth: 4/13/1966
 Age: 51 years, 2 months
 Spouse's Date of Birth: 11/20/1963
 FAC as of calculation date: \$64,228.02

Employer Information

Cheboygan Co

1603 / 10

Benefit Program

Benefit B-4 (80% max)
 Benefit F55 (With 20 Years of Service)
 Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
 Benefit FAC-3 (3 Year Final Average Compensation)
 10 Year Vesting
 Defined Benefit Normal Retirement Age - 60

Service Credit

Earned service credit as of calculation date: 10 years, 0 months
 Vesting Only Service:
 Other Governmental Service used for Eligibility (MERS or Act 88): 7 years, 9 months
 Type of Credited Service to be Purchased: Generic
 Amount of additional service requested: 2 years, 0 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	5/1/2021	55 years 0 months	\$73,962.62		13 years 10 months		2.5%		\$25,578.72
After Proposed Purchase	5/1/2021	55 years 0 months	\$73,962.62		15 years 10 months		2.5%		\$29,276.76

Estimated Cost of This Service Credit Purchase: \$35,256.00
--

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

NOTE: Special Conditions Applicable to this Calculation can be found at the end of this application

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.75% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.75%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature

Date

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

Special Conditions Applicable to this Calculation

Calculation includes 7 years, 9 months of "Act 88" service earned with the Village of Mackinaw City.



Cheboygan County

Board of Commissioners' Meeting

July 11, 2017

Title: Architectural Services- Jail Expansion/Storage Building

Summary: The Sheriff identified the need to review the feasibility of constructing a kitchen facility to help control inmate meal cost as well as the need for additional cell capacity and storage building area for sheriff department equipment. A Jail Expansion Study completed in March 2017 provided a preliminary site plan, floor plan and cost estimates for the proposed expansion to confirm cost feasibility before proceeding to final construction drawings and project bidding. After review of the plan, the Board of Commissioners gave authorization to proceed with development of final architectural drawings and bid documents to construct the project. Request for proposals were requested from qualified firms to complete final architectural drawings, bid documents and provide construction administration to complete the project. Three proposals were received from architectural companies with the low bid received from Landmark Design Group. Landmark Design Group completed the Jail Expansion Study for the County and has experience with several similar projects for counties throughout Michigan.

Financial Impact: \$102,675.00 to complete final architectural drawings, bid documents and construction administration.

Recommendation: Motion to award Architectural Services to Landmark Design Group P.C. and authorize the Chair to sign AIA Agreement for Architectural Services in the amount of \$102,675.00 contingent on legal counsel review and authorize any necessary budget adjustments.

Prepared by: Jeffery B. Lawson

Department: Administration

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of July in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Cheboygan County
870 South Main Street
Cheboygan, MI 49721

and the Architect:
(Name, legal status, address and other information)

Landmark Design Group, P.C.
3883 Linden Ave SE - Suite A
Grand Rapids, MI. 49548

for the following Project:
(Name, location and detailed ~~description~~ description)

Cheboygan County Sheriff's Department Jail Expansion Project No. 16-012
870 South Main Street
Cheboygan, MI. 49721

The project is an approximate 4,000 square foot addition to the Cheboygan County jail including a new kitchen, two inmate housing dormitories, wash bay and miscellaneous interior renovations. Also included is a 4,000 square foot storage building and site modifications.

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 8 CLAIMS AND DISPUTES
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Project Parameters:

A 4,000 square foot jail additon, miscellaneous renovations, 4,000 square foot storage building and site modifications. The project budget is approximaetley \$ 2,082,000.00 to \$ 2,132,000.00. Refer to the Cheboygan County Jail Expansion Study dated March 16, 2017.

Project Team:

The Owner's Desiganted Representative is:

Jeffery B. Lawson, County Administrator

Cheboygan County

870 South Main Street

Cheboygan, MI 49721

The Architect's Designated Representative is:

Robert S. Van Putten, President

Landmark Design Group, P.C.

3883 Linden Ave SE - Suite A

Grand Rapids, MI 49548

The Mechanical and Electrical Consultant retained at the Architect's expense is:

Morgan L. Landon P.E. LLC
2054 Brandon Dr. NW
Grand Rapids, MI 49504

The Structural Consultant retained at the Architect's expense is:

J.D.H Engineering, Inc.
3000 Ivanrest SW - Suite B
Grandville, MI 49418

The Food Service Consultant retained at the Architect's expense is:

BakerGroup
2220 East Paris Ave SE
Grand Rapids, MI 49546

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Spring 2018

- .2 Substantial Completion date:

Winter 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability

Business Owners: Each occurrence 1,000,000.00, Damage to Rented Premises 300,000.00, Med Exp 10,000.00, Personal & Adv. injury 1,000,000.00, General Aggregate 2,000,000.00.

- .2 Automobile Liability

Combined Single Limit 1,000,000.00.

.3 Workers' Compensation

E.L. each accident 1,000,000.00, E.L. disease each employee 1,000,000.00, E.L. disease policy limit 1,000,000.00.

.4 Professional Liability

Aggregate 2,000,000.00 Occurrence 1,000,000.00.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating

environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and

conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<u>Additional Services</u>	<u>Responsibility</u> <i>(Architect, Owner or Not Provided)</i>	<u>Location of Service Description</u> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™–2009)	N.P.	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	N.P.	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	N.P.	
§ 4.1.6 Building Information Modeling (E202™–2008)	N.P.	
§ 4.1.7 Civil engineering	N.P.	
§ 4.1.8 Landscape design	N.P.	
§ 4.1.9 Architectural Interior Design	Architect	
§ 4.1.10 Value Analysis (B204™–2007)	N.P.	
§ 4.1.11 Detailed cost estimating	N.P.	
§ 4.1.12 On-site Project Representation	Architect	
§ 4.1.13 Conformed construction documents	N.P.	
§ 4.1.14 As-Designed Record drawings	Architect	
§ 4.1.15 As-Constructed Record drawings	Architect	
§ 4.1.16 Post occupancy evaluation	N.P.	
§ 4.1.17 Facility Support Services (B210™–2007)	N.P.	
§ 4.1.18 Tenant-related services	N.P.	
§ 4.1.19 Coordination of Owner’s consultants	N.P.	

§ 4.1.20 Telecommunications/data design	N.P.	
§ 4.1.21 Security Evaluation and Planning	Architect	
§ 4.1.22 Commissioning (B211™-2007)	N.P.	
§ 4.1.23 Extensive environmentally responsible design	N.P.	
§ 4.1.24 LEED® Certification (B214™-2012)	N.P.	
§ 4.1.25 Fast-track design services	N.P.	
§ 4.1.26 Historic Preservation (B205™-2007)	N.P.	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	N.P.	

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™ 2009)	-	
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

[Redacted area]

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve (12) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be a maximum not to exceed cost of One Hundred and Two Thousand, Six Hundred and Seventy Five dollars (\$ 102,675.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Project Architect	\$ 80.00 per hour
Kitchen Designer	\$ 95.00 per hour
Project Engineer	\$ 80.00 per hour
Architect Designer	\$ 70.00 per hour

Structural Engineer	\$ 135.00 per hour
CAD/Support	\$ 60.00 per hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (%)
Design Development Phase		percent (%)
Construction Documents Phase		percent (%)
Bidding or Negotiation Phase		percent (%)
Construction Phase		percent (%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Project Architect	\$ 80.00 per hour
Kitchen Design	\$ 95.00 perhour
Project Engineer	\$ 80.00 per hour
Architect Desinger	\$ 70.00 per hour
Structural Engineer	\$ 135.00 per hour
CAD/Support	\$ 60.00 per hour

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; ~~-(Included in basic services)~~
- .2 Long distance services, ~~(included in basic services)~~ dedicated, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and ~~(not required)~~
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

 %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~ Other Documents
Cheboygan County Request for Proposals, Architectural Services, Sheriff's Department Jail Expansion
2017
Landmark Design Group P.C. Request for Proposal dated June 30, 2017
Cheboygan County Jail Expansion Study dated March 16, 2017

~~.3~~ Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER CHEBOYGAN COUNTY

ARCHITECT LANDMARK DESIGN GROUP, P.C.

(Signature)

Jeffery B. Lawson County Administrator

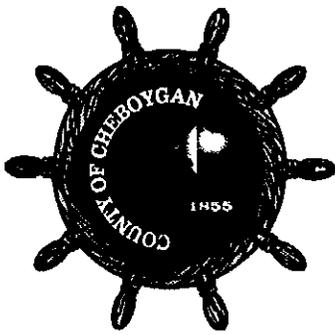
(Printed name and title)

(Signature)

Robert S. Van Putten President

(Printed name and title)





Cheboygan County Board of Commissioners' Meeting

July 11, 2017

Title: 2018 Budget Process Timeline

Summary: As prescribed in the Budget Adoption and Amendment Policy, "a budget timeline shall be presented and approved by the Board of Commissioners prior to the inception of budget preparation". Attached you will find the 2018 Budget Process Timeline.

The timeline outlines a process similar to prior years with the public hearing and final adoption occurring at the last finance/business meeting of the 2017 fiscal year.

Financial Impact: N/A

Recommendation: Motion to approve the 2018 Budget Process Timeline as presented.

Prepared by: Kari Kortz

Department: Finance

**CHEBOYGAN COUNTY
2018 BUDGET PROCESS TIMELINE**

TIMELINE	ACTIVITY	RESPONSIBILITY
July 12 - July 21	Revenue Projections - Calculated and Input	Department Heads, including Elected Officials
July 12 - August 4	Outside Entities Prepare Funding Request	Other Agencies
July 24 - August 4	Expenditure Requests - Calculated and Input	Department Heads, including Elected Officials
August 7	Begin Updating Departmental Goals and Objectives for 2018	Department Heads, including Elected Officials
August 7 - August 11	Outside Entities Submit Funding Request	Other Agencies
August 7 - August 11	Enter Wage and Benefits Projections as Meetings Occur	Finance Department
August 14 - August 18	Review and Compilation by Finance Department	Finance Director
August 21 - August 25	Preliminary Budget Assembled	Administrator/Finance Director
August 25	Submit Updated Departmental Goals and Objectives for 2018	Department Heads, including Elected Officials
August 28 - September 1	Meeting with Department Heads, including Elected Officials and Other Agencies ONLY REQUIRED IF REQUESTING NEW PROGRAMMING OR SIGNIFICANT INCREASES	Administrator/Finance Director
September 5 - September 8	Review and Compilation by Finance Department	Finance Director
September 12	Status Update to to the Board	Administrator/Finance Director
September 12	Adopt Capital Improvement Plan	Community Development
September 13 - September 15	Preliminary Budget Document Printed and Delivered for Board Preview	Finance Director
September 18 - September 25	Preliminary Budget Document Available for Board Analysis	Board
September 26	First Line Item Budget Review	Administrator/Finance Director - Board
October 10	Adopt Salary and Wage Resolution	Board
October 11 - October 13	Draft Budget Assembled	Administrator/Finance Director
October 16 - October 18	Draft Budget Reviewed by Department Heads	Department Heads, including Elected Officials
October 19 - October 20	Final Review by Finance Department - Draft Budget Document Printed and Delivered for Board Preview	Administrator/Finance Director
October 24	Second Line Item Budget Review	Administrator/Finance Director - Board
October 25 - November 3	Board Recommended Changes Incorporated	Finance Director
November 6 - November 10	Final Draft Budget Document Printed and Delivered for Board Preview	Finance Director
November 14	Final Draft Budget Reviewed by the Board	Board/Administrator/Finance Director
November 15 - November 17	Board Recommended Changes Incorporated	Finance Director
November 21	Third Line Item Budget Review - OPTIONAL	Board/Administrator/Finance Director
November 22 - December 1	Board Recommended Changes Incorporated - IF ADDITIONAL BOARD REVIEW OCCURS ON NOVEMBER 21	Finance Director
December 4 - December 8	Final Budget Document Printed and Delivered for Board Preview	Finance Department
December 11	Prepare Presentation for the Public Hearing	Administrator/Finance Director
December 12	Public Hearing / Adopt Budget	Board