



## 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

**February 9, 2016**

**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. Investment Report
  - D. Fairgrounds Usage Agreements
    1. Humane Society Garage Sale
    2. Cheboygan County 4-H
    3. Cheboygan County Riders
  - E. Cheboygan County Fair Contracts:
    1. Thumb Tractor Pulling
    2. Broken Horn Rodeo
    3. Michigan Horse Pulling Association
    4. Animal Oasis
  - F. Correspondence - None
  - G. Minutes:
    1. Finance/Business Meeting of January 12, 2016 and Committee of the Whole Meeting of January 26, 2016
    2. Health Board – 12/15/15
    3. NMCSA – 1/8/16
    4. NLEA January 2016 President's Report
    5. North Country Community Mental Health – 11/19/15 & 12/17/15
    6. Board Appointments & Procedures – 1/28/16
    7. County Department of Public Works – 1/19/16
    8. Cheboygan City Council – 12/22/15
    9. Planning Commission Meeting – 12/16/15 & 1/6/16
    10. ZBA – 10/28/15 & 11/25/15
6. **Brief Citizens Comments – (3 minutes per person)**
7. **Scheduled Visitors**
8. **Finance Director's Report**
9. **Administrator's Report**
10. **Committee Reports**
11. **Old Business**
12. **New Business**
  - A. Straits Regional Ride 2017 MDOT Annual Application Resolution 16-03
  - B. Fairgrounds Usage Agreement – The History Center of Cheboygan
  - C. Resolution 16-04 Summer Tax Collection for Tax Bills Totaling Less Than \$100
  - D. Department of Health and Human Services Lease Addendum #2 (State Lease #10456)
  - E. PsychNorth PLLC – Drug Court Agreement
  - F. Policy Revisions:
    1. Policy Number 500-4 Retirement
    2. Policy Number 500-16 Medical Insurance
  - G. MERS Resolutions:
    1. Resolution 16-05 Uniform Transfer Provisions
    2. Resolution 16-06 MERS Hybrid Plan

H. 2016 Salary & Wage Resolution – Non-union General Employees 16-01 Amendment #1 - Drug Court

I. Bid Awards:

1. AIA Agreement – Wise Heating & Cooling, Inc. Phase II Animal Shelter – HVAC System
2. AIA Agreement - Wise Heating & Cooling, Inc.. Reid Building /Women’s Resource Center – HVAC System

**13. Citizens Comments**

**14. Board Member Comments**

**15. Adjourn to the Call of the Chair**

CHEBOYGAN COUNTY FINANCE REPORT FEBRUARY 2016

VENDOR APPROVAL REPORT FOR CHEBOYGAN COUNTY  
INVOICES TO BE PAID 2/9/16

FINANCE TOTAL \$ 24,660.20

PREPARED BY: DAWN WREGGLESWORTH

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. CARNATION RESTAURANT	24,660.20		
***TOTAL ALL CLAIMS***	24,660.20		

CHEBOYGAN COUNTY PREPAIDS REPORT FEBRUARY 2016

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:	\$	1,096,400.14
MINUS JANUARY FINANCE	\$	77,631.22
TOTAL PREPAIDS	\$	1,018,768.92

CHECKS 1/12/16 WERE APPROVED JANUARY FINANCE CLAIMS

PREPARED BY: DAWN WREGGLESWORTH

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 TRUST & AGENCY						
01/04/2016	1	59612	BOND-CLERK	JESSICA PERRY	CR PEO VS PERRY #15-5139-FH BOND	180.00
01/04/2016	1	59613	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5133-FC NICHOLAS SHARP	300.00
01/04/2016	1	59614	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5139-FH JESSICA PERRY	200.00
01/04/2016	1	59615	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #15-5139-FH PEO VS JESSICA PERRY	20.00
01/04/2016	1	59616	MAC-WCF	MAC WORKERS COMP FUND	PR 1ST QTR WORK COMP MEMBER #730	20,678.00
01/04/2016	1	59617	SOM-LCOTF	STATE OF MICHIGAN LCOT	TR LOCAL CORRECTIONS OFFICER TRAINING FU	418.04
01/05/2016	1	59618	BOND-CLERK	CHRISTOPHER BEHRMANN	CR BOND #15-5140-FH CHRISTOPHER BEHRMANN	2,352.00
01/05/2016	1	59619	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #15-5140-FH PEO VS CHRISTOPHER B	350.00
01/05/2016	1	59620	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND FINES/COST #15-5140-FH PEO VS BE	798.00
01/05/2016	1	59621	REF-CLERK	TITLE RESOURCE	CR REFUND BEEB/EVERGREEN FINANCIAL CK#40	15.00
01/05/2016	1	59622	REF-TREA	REBECCA HERRING	TR REFUND FOR OVERPAYMENT 140-014-400-01	41.03
01/07/2016	1	59623	ACS	ALOHA CAMP STORE	CC REST #14-4834-FH RONALD NEDROW	509.15
01/07/2016	1	59624	ADV REST	ADVANCED AUTO	CC REST #14-4862-FH DANIEL MARX II	28.57
01/07/2016	1	59625	ANDYS	ANDY'S PARTY STORE	CC REST #14-4862-FH DANIEL MARX II	28.57
01/07/2016	1	59626	ANDYS	ANDY'S PARTY STORE	CC REST #98-1885-FH NICOLE JEWELL	154.00
01/07/2016	1	59627	ANTK J	JOSEPH ANTKOVIAK	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59628	AUTO OWNER	AUTO OWNERS	CC REST #14-4916-FH GARRETT CHILDERS	25.00
01/07/2016	1	59629	BLAN C	CLAYTON BLANCHARD	CC REST #89-0225-FH DANNY LAYNE	20.00
01/07/2016	1	59630	BORG W	WILLIAM BORGERDING	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59631	BRAZ M	MELISSA BRAZIER	CC REST #06-3407-FH CYNTHIA COGSWELL	25.00
01/07/2016	1	59632	CAR-REST	CARQUEST AUTO PARTS	CC REST #14-4862-FH DANIEL MARX II	28.57
01/07/2016	1	59633	CLL	CHEBOYGAN LITTLE LEAGUE	CC REST #07-3714-FH MICHAEL LAVIGNE	30.00
01/07/2016	1	59634	DRIE J	JOYCE DRIER	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59635	DYKS B	BRITTANY DYKSTRA	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
01/07/2016	1	59636	ELEN V	VERNA ELENBAAS	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59637	ELLI J	JANETTE ELLIOTT	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59638	FB INS	FARM BUREAU SUBROGATION	CC REST #14-4995-FH JORDAN RAYMUS	10.00
01/07/2016	1	59639	FB INS	FARM BUREAU INSURANCE	CC REST #11-4456-FH JAN LAVIGNE	12.50
01/07/2016	1	59640	FB INS	FARM BUREAU SUBROGATION	CC REST #15-5064-FH BARRY HOPKINSON JR	10.00
01/07/2016	1	59641	FFNM	FIRST FEDERAL OF NORTHERN MICH	CC REST #14-4862-FH DANIEL MARX II	28.57
01/07/2016	1	59642	GEZO C	CYNTHIA GEZON	CC REST #13-4748-FH JOSHUA TEMPLE	10.00
01/07/2016	1	59643	GLENS	GLEN'S MARKET (FAMILY FARE)	CC REST #14-4862-FH DANIEL MARX II	28.49
01/07/2016	1	59644	HANOVER	THE HANOVER INSURANCE GROUP	CC REST #03-2854-FH JUDY SOUTHWELL	100.00
01/07/2016	1	59645	HART JA	JAMES HARTLEY	CC REST #14-4935-FC JAMES TURNER	550.00
01/07/2016	1	59646	HEAT G	GERALD HEATH	CC REST #09-4106-FH SONYA WAGNER	300.00
01/07/2016	1	59647	IRLC	INDIAN RIVER LION'S CLUB	CC REST #14-4874-FH MICHELLE WILLIAMS	50.00
01/07/2016	1	59648	JOHN JA	E JAMES JOHNSON	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59649	JONE P	PATRICIA JONES	CC REST #09-3952-FH WALTER JONES	200.00
01/07/2016	1	59650	JONES	WERNIG	CC REST #91-0683-FH E HARRINGTON 91-0687	80.00
01/07/2016	1	59651	KEEL L	LARRY OR LEONA KEELAN	CC REST #05-3123-FH ROGER ORMSBEE	12.50
01/07/2016	1	59652	LAHA R	ROGER LAHAIE	CC REST #02-2546-FH DAVID SOVA	21.54
01/07/2016	1	59653	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #10-4125-FC TONJA WILLIAMS	20.00
01/07/2016	1	59654	LEIG E	ENZO LEIGHIO	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
01/07/2016	1	59655	MARSH T	TYLER MARSH	CC REST #13-4781-FH EUGENE FRADETTE III	5.00
01/07/2016	1	59656	MARSHALL R	RICHARD MARSHALL	CC REST #99-2141-FH CHASITY COMPTON	5.00
01/07/2016	1	59657	MCKE K	KENNETH MCKERVEY	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59658	MCKINLEY D	DAVID MCKINLEY	CC REST #13-4661-FC LANCE DEACONS	12.50
01/07/2016	1	59659	MOOD N	NATALIE MOODY-BROWN	CC REST #05-3300-FH JOSHUA ROMINE	50.00
01/07/2016	1	59660	MOOR D	DANIELLE MOORE	CC REST #13-4698-FH JOSEPH HILLIKER	500.00
01/07/2016	1	59661	NCB-PNC	NATIONAL CITY BANK NKA PNC BANK	CC REST #04-3051-FH CYNTHIA COGSWELL	25.00
01/07/2016	1	59662	NEMOA	NORTHEAST MICH OSTEOPATHIC ASSOC	CC REST #08-3779-FH VICKY JOHNSON	250.00
01/07/2016	1	59663	NEXT STORE	NEXT STORE	CC REST #14-4862-FH DANIEL MARX II	28.66
01/07/2016	1	59664	PARKSIDE	PARKSIDE INN	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
01/07/2016	1	59665	PEAR S	SCOTT PEARSON	CC REST #06-3420-FH ROBERT BURWELL III	50.00
01/07/2016	1	59666	PERR S	SOPHIA PERRY	CC REST #13-4781-FH EUGENE FRADETTE III	5.00
01/07/2016	1	59667	RACI D	DENNIS OR CONNIE RACINE	CC REST #04-3023-FH THERESA KELLEY	100.00
01/07/2016	1	59668	RDIC	RIVERTOWN DO-IT CENTER	CC REST #05-3247-FH JOSEPH PRZYBYLOWICZ	10.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/07/2016	1	59669	ROBE C	FLORENCE ROBERTS	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59670	SAFCU	STRAITS AREA FEDERAL CREDIT UNION	CC REST #13-4719-FH JESSICA FEIN	10.00
01/07/2016	1	59671	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5111-FH NICHOLAS JONES	190.00
01/07/2016	1	59672	SANE	STRAITS AREA NARCOTICS ENF	CC REST #13-4726-FH MAIGAN HOLLOPETER	25.00
01/07/2016	1	59673	SANE	STRAITS AREA NARCOTICS ENF	CC REST #14-4822-FH JONATHON CARNEY	100.00
01/07/2016	1	59674	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5031-FH JOSEPH BEACH	20.00
01/07/2016	1	59675	SANE	STRAITS AREA NARCOTICS ENF	CC REST #14-4841-FH BRETT SEBASTION	35.00
01/07/2016	1	59676	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5009-FH BRIANNA GAFFNEY	12.50
01/07/2016	1	59677	SANE	STRAITS AREA NARCOTICS ENF	CC REST #14-4801-FH BRENT STEMPKY	187.50
01/07/2016	1	59678	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5059-FC ANTHONY BODA	10.00
01/07/2016	1	59679	SANE	STRAITS AREA NARCOTICS ENF	CC REST #14-4902-FC ROSE KOZLOWSKI	7.50
01/07/2016	1	59680	SCH S	SHARON SCHALOW	CC REST #022546-FH DAVID SOVA	21.42
01/07/2016	1	59681	SHAF E	EDWARD OR JANICE SHAFFER	CC REST #05-3123-FH ROGER ORMSBEE	12.50
01/07/2016	1	59682	SMIT C	CHARLES SMITH JR	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59683	SOM	STATE OF MICHIGAN	CC REST #14-4842-FH DAVID JEWELL	2.50
01/07/2016	1	59684	SOM	STATE OF MICHIGAN	CC REST #01-2402-FH THOMAS TURI	20.00
01/07/2016	1	59685	SOM	STATE OF MICHIGAN DHS	CC REST #08-3785-FH SUSAN DOMINOWSKI	20.00
01/07/2016	1	59686	SPRA R	ROBERT SPRAY	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59687	SUNRISE	SUNRISE BEACH MOTEL	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
01/07/2016	1	59688	SUPERIOR	SUPERIOR VENDING	CC REST #11-4339-FH STEVEN MCELHINEY	2.50
01/07/2016	1	59689	TELECHECK	TELECHECK	CC REST #14-4862-FH DANIEL MARX II	28.57
01/07/2016	1	59690	TERR E	ECTON TERREBONNE	CC REST #06-3534-FC ROBERT POPE	50.00
01/07/2016	1	59691	TUCK G	GARY TUCKER	CC REST #15-5020-FH MASON LIETAERT	10.00
01/07/2016	1	59692	VANH J	JEFFREY VANHOORNE	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59693	WCS	WOLVERINE COMMUNITY SCHOOLS	CC REST #13-4693-FC THOMAS BAUR	12.50
01/07/2016	1	59694	WENG R	ROBERT WENGER	CC REST #02-2546-FH DAVID SOVA	21.42
01/07/2016	1	59695	WILS J	JAMES WILSON	CC REST #01-2488-FH LAWRENCE BYARD	500.00
01/07/2016	1	59696	BOND-CLERK	TINA LAHAIE	CR BOND #15-5114-FH PEO VS BEAUDOIN	180.00
01/07/2016	1	59697	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5145-FH KAYLA ALLEN	150.00
01/07/2016	1	59698	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5144-FH JOHN CHASCSA	220.00
01/07/2016	1	59699	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #15-5114-FH PEO VS L BEAUDOIN	20.00
01/07/2016	1	59700	MSP	MICHIGAN STATE POLICE	CR SEX OFFENDER REGISTRATIONS 3	90.00
01/07/2016	1	59701	MSP	MICHIGAN STATE POLICE	CR CONCEALED WEAPONS RENEWALS 33	2,112.00
01/07/2016	1	59702	NUNDA	NUNDA TOWNSHIP	TR TAX OVERPAYMENT CHARLES KOEHLER 253-V	105.06
01/08/2016	1	59703	BOND-CLERK	MICHAEL SKAGGS	CR BOND #15-5092-FH PEO VS M SKAGGS	450.00
01/08/2016	1	59704	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #15-5092-FH PEO VS M SKAGGS	50.00
01/08/2016	1	59705	SOM	STATE OF MICHIGAN DNR	PA REST #15-1132-SM JAMES SCHOOL	1,500.00
01/11/2016	1	59706	BOND-CLERK	FRIEND OF THE COURT	CR STILSON V CAMPBELL #1996-5797-DP	500.00
01/11/2016	1	59707	BOND-CLERK	FRIEND OF THE COURT	CR BOUCK V BUNKER #2012-9663 DP	2,000.00
01/11/2016	1	59708	NUNDA	NUNDA TOWNSHIP	TR REFUND FOR GAIL FORTUNE 251-M05-000-1	38.51
01/11/2016	1	59709	REF-TREA	VIRGIL KIRILA	TR REFUND FOR DOG LICENSES	20.00
01/14/2016	1	59710	AFSCME	MICHIGAN COUNCIL #25 AFSCME	PR CHEB CTY EMP UNIION DUES AFSCME JAN 1	1,376.40
01/14/2016	1	59711	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0012 HEALTH INSURANCE 1/1-	1,790.36
01/14/2016	1	59712	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0013 HEALTH INSURANCE 1/1-	434.65
01/14/2016	1	59713	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0014 HEALTH INSURANCE 1/1-	1,334.40
01/14/2016	1	59714	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR #007016244 0001 DENTAL/VISION 1/1-1/3	6,970.76
01/14/2016	1	59715	BCNM	BLUE CARE NETWORK OF MICHIGAN	PR #00188643 G001 FEB 2016 HEALTH INS	100,542.12
01/14/2016	1	59716	BEAUGRAND	BEAUGRAND TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	33.50
01/14/2016	1	59717	BEET A	ANDREW BEETHM	TR REST #8004404 CHRISTOPHER HARMON	50.00
01/14/2016	1	59718	BENTON	BENTON TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	16.26
01/14/2016	1	59719	BURT TWP	BURT TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	31.51
01/14/2016	1	59720	CAS	CHEBOYGAN AREA SCHOOLS	TR PRE DENIALS DUE SCHOOLS	1,681.59
01/14/2016	1	59721	CHAR-EM	CHAR-EM INTERMEDIATE SCHOOL	TR CURRENT TAX DUE ESD	65,866.93
01/14/2016	1	59722	CHEB	CITY OF CHEBOYGAN	TR PRE DENIALS DUE CITY	24.80
01/14/2016	1	59723	CITI	CITI STREET	PR CHEB CTY PC JUDGE RETIREMENT P/E 1/9/	353.75
01/14/2016	1	59724	COP	COP EDUCATIONAL SERVICE DISTRICT	TR CURRENT TAX DUE ESD	269,436.71
01/14/2016	1	59725	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	TR DUE TO ROAD COMMISSIONS (MILLAGE)	172,487.78
01/14/2016	1	59726	DEP UNION	DEPUTY SHERIFFS' ASSOCIATION	PR CHEB CTY SHERIFF DEPT UNION DUES JAN	162.00
01/14/2016	1	59727	ELLIS	ELLIS TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	198.83
01/14/2016	1	59728	EMC INS	EMC INSURANCE COMPANIES	PC REST #15008486 NOAH MORGAN	100.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/14/2016	1	59729	EMC INS	EMC INSURANCE COMPANIES	PC REST #15008482 CHAYTON DENNIS	100.00
01/14/2016	1	59730	FOREST	FOREST TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	93.56
01/14/2016	1	59731	GARNISH	MISDU	PR 913068876 2009007526 G STANKEWITZ	35.17
01/14/2016	1	59732	GARNISH	MISDU	PR 910220383 2002007381 MICHAEL FAIRCHIL	170.80
01/14/2016	1	59733	GELC	GOVERNMENTAL EMPLOYEES	PR CHEB CTY SHERIFF DEPT UNION DUES JAN	566.56
01/14/2016	1	59734	ILS	INLAND LAKES SCHOOLS	TR PRE DENIALS DUE SCHOOL	6,657.19
01/14/2016	1	59735	JEWEL T	TINA JEWELL	PR REFUND PAID IN FULL	25.00
01/14/2016	1	59736	KOEHLER	KOEHLER TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	12.22
01/14/2016	1	59737	NUNDA	NUNDA TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	2.20
01/14/2016	1	59738	OAS	ONAWAY AREA SCHOOLS	TR PRE DENIALS DUE SCHOOL	1,546.20
01/14/2016	1	59739	PAS	PELLSTON AREA SCHOOLS	TR PRE DENIALS DUE SCHOOL	700.20
01/14/2016	1	59740	POLC	POLICE OFFICERS LABOR COUNCIL	PR CHEB CTY ROAD PATROL UNION DUES JAN 1	804.00
01/14/2016	1	59741	SOM	STATE OF MICHIGAN	TR SUMMER SET DUE STATE	25,907.24
01/14/2016	1	59742	SOM-PRE	STATE OF MICHIGAN	TR PRE DENIAL DUE STATE	208.17
01/14/2016	1	59743	TREAS	CHEBOYGAN COUNTY TREASURER	TR CURRENT TAX COLLECTED BY COUNTY	191,802.66
01/14/2016	1	59744	TREAS	CHEBOYGAN COUNTY TREASURER	TR PRE DENIALS DUE COUNTY	1,457.11
01/14/2016	1	59745	TUSCARORA	TUSCARORA TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	100.57
01/14/2016	1	59746	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR EMPLOYEE DEDUCTION P/E 1/9/16	11.00
01/14/2016	1	59747	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR 305959 CHEB CTY EMPL DED P/E 1/9/16	285.43
01/14/2016	1	59748	VOM	VILLAGE OF MACKINAW	TR TAX DUE TO ROAD COMMISSIONS (MILLAGE)	5,393.97
01/14/2016	1	59749	WCS	WOLVERINE COMMUNITY SCHOOLS	TR PRE DENIALS DUE SCHOOLS	712.40
01/14/2016	1	59750	WILMOT	WILMOT TOWNSHIP	TR PRE DENIALS DUE TOWNSHIP	19.17
01/19/2016	1	59751	MESC	STATE OF MICHIGAN	PR #0601434 MESC UNEMPLOYMENT TAX 4TH QT	1,263.77
01/19/2016	1	59752	REF-CODE	WERNER PLUMBING & HEATING	CD REFUND PERMIT NOT ISSUED	280.00
01/19/2016	1	59753	UNUM	UNUM LIFE INSURANCE COMPANY	PR LIFE INSURANCE FEBRUARY 2016 #0116187	687.09
01/21/2016	1	59754	BURT TWP	BURT TOWNSHIP	TR REFUND 2015 SUMMER 120-036-200-005-02	76.10
01/25/2016	1	59755	BOND-DC	SHERIFF	DC BOND PROBATION VIOLATION KIMBERLY SMI	600.00
01/25/2016	1	59756	CLERK	CHEBOYGAN COUNTY CLERK	CC PSP #15-5135-FH BENJAMIN SCHULTE	500.00
01/26/2016	1	59757	BOND-CLERK	DEBORAH SCHULTE	CR BOND #15-5135-FH PEO VS BENJAMIN SCHU	2.00
01/26/2016	1	59758	CLERK	CHEBOYGAN COUNTY CLERK	CR #15-5135-FH BOND PEO VS BENJAMIN SCHU	50.00
01/26/2016	1	59759	CLERK	CHEBOYGAN COUNTY CLERK	CR BOND #15-5135-FH PEO VS BENJAMIN SCHU	448.00
01/27/2016	1	59760	CHAR-EM	CHAR-EM INTERMEDIATE SCHOOL	TR CURRENT TAX DUE TO ESD	78,032.88
01/27/2016	1	59761	COP	COP EDUCATIONAL SERVICE DISTRICT	TR CURRENT TAX DUE ESD	537,920.79
01/27/2016	1	59762	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	TR CURRENT TAX DUE TO ROAD COMMISSIONS/M	289,772.38
01/27/2016	1	59763	SOM-EDTAX	STATE OF MICHIGAN	TR CURRENT TAX COLLECTED BY COUNTY	25,842.93
01/27/2016	1	59764	TREAS	CHEBOYGAN COUNTY TREASURER	TR CURRENT TAX COLLECTED BY COUNTY	354,353.60
01/27/2016	1	59765	VOM	VILLAGE OF MACKINAW	TR CURRENT TAX DUE TO ROAD COMMISSION/MI	29,179.55
01/28/2016	1	59766	CITI	CITI STREET	PR CHEB CTY PC JUDGE RETIREMENT P/E 1/23	353.75
01/28/2016	1	59767	GARNISH	MISDU	PR #9130688762009007526 STANKEWICZ P/E 1	35.17
01/28/2016	1	59768	GARNISH	MISDU	PR 9102203832002007381 FAIRCHILD P/E 1/2	170.80
01/28/2016	1	59769	REF-PR	BRENDA BECKWITH	PR REFUND FOR UNIFORM OVERPAYMENT	264.00
01/28/2016	1	59770	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR EMPLOYEE DEDUCTION P/E 1/23/16	11.00
01/28/2016	1	59771	UNUM	UNUM LIFE INSURANCE COMPANY	PR LTD INSURANCE GELC FEB 2016	383.84
01/28/2016	1	59772	UNUM	UNUM LIFE INSURANCE COMPANY	PR LTD INSURANCE AFSCME FEB 2016	721.65
01/28/2016	1	59773	UNUM	UNUM LIFE INSURANCE COMPANY	PR LTD INSURANCE GENERAL FEB 2016	1,365.01
01/28/2016	1	59774	UNUM	UNUM LIFE INSURANCE COMPANY	PR EMPLOYEE LIFE INSURANCE FEB 2016 #015	728.64
01/28/2016	1	59775	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR #305959 DEFERRED COMP P/E 1/23/16	287.92
01/29/2016	1	59776	ANDER R	ROBERT ANDERSON JR	DC REST #15-0811-SD TODD ROHRBACK	18.54
01/29/2016	1	59777	BURT	BURT LAKE MARINA	DC REST #00-1069-SM CURT LEVI COLE	500.00
01/29/2016	1	59778	CINCI	CINCINNATI INSURANCE CO	DC REST #11-0923-SM MORGAN KEWAYGESHIK	10.00
01/29/2016	1	59779	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5117-FH TORRANCE HOFFMAN	100.00
01/29/2016	1	59780	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5141-FH CRYSTAL LAYMAN	300.00
01/29/2016	1	59781	CLERK	CHEBOYGAN COUNTY CLERK	CR PSP #15-5136-FH LISA SOULLIER	200.00
01/29/2016	1	59782	CULB L	LINDA CULBERTSON	DC REST #14-0121-ST RALPH HOWARD PRUDER	50.00
01/29/2016	1	59783	FARMERS IN	FARMERS INSURANCE	DC REST #14-0121-ST RALPH PRUDER	50.00
01/29/2016	1	59784	FB INS	FARM BUREAU SUBROGATION	DC REST #15-0190-SM SARAH MYERS	16.00
01/29/2016	1	59785	FERRELL	FERRELL GAS COMPANY	DC REST #13-0970-SD MELISSA SKIDMORE	75.00
01/29/2016	1	59786	FOREST	FOREST TOWNSHIP	DC REST #15-0873-SM TONYA COREY	32.50
01/29/2016	1	59787	GL OMS	GREAT LAKES OMS PC	DC REST #14-0683-SM STEVEN PRICE	25.00
01/29/2016	1	59788	HAYD S	SELINA HAYDEN	DC REST #15-0786-SM DORA DEE BROWN	48.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/29/2016	1	59789	MCKE M	MARK MCKENZIE	DC REST #14-0243-FT AARON FIELD	772.61
01/29/2016	1	59790	NASH J	JESS NASH	DC REST #14-0683-SM STEVEN PRICE	25.00
01/29/2016	1	59791	PROG INS-R	PROGRESSIVE INSURANCE	DC REST #15-0409-FY CHRISTOPHER ARRELL-S	20.00
01/29/2016	1	59792	REF-TREA	CHAD & STACY LUBBERS	TR REFUND PROPERTY TAX OVERPAYMENT	38.15
01/29/2016	1	59793	REST-PA	ANGIE DUVAL	PA REST #15-1022-SM APRILEE FINCH	100.00
01/29/2016	1	59794	REST-PA	CHEBOYGAN COUNTY	PA REST #15-1101-SM CODY HYPIO	245.00
01/29/2016	1	59795	SANG R	RICHARD SANGSTER	DC REST #11-9023-SM MORGAN KEWAYGESHIK	10.00
01/29/2016	1	59796	SOM	STATE OF MICHIGAN	DC REST #05-0565-SM CHRISTOPHER STEC	200.00
01/29/2016	1	59797	CHEB	CITY OF CHEBOYGAN	DC ORDINANCE FINES JAN 2016	848.51
01/29/2016	1	59798	MDT-TRTAX	MICHIGAN DEPT OF TREASURY	RD REAL ESTATE TRANSFER JAN 2016	49,815.00
01/29/2016	1	59799	REF-DC	SCENIC STONWORKS	DC REFUND #15-656422-SM JORDAN RICHARD G	15.00
01/29/2016	1	59800	REF-DC	AUSTIN SCOTT JACOBS	DC REFUND #15-0689-SM AUSTIN SCOTT JACOB	15.00
01/29/2016	1	59801	SHERIFF	CHEBOYGAN COUNTY SHERIFF DEPT	DC OUIL ASSESSMENT JAN 2016	20.00
01/29/2016	1	59802	SOM-CC	STATE OF MICHIGAN	CR 53RD CIRCUIT COURT FILING FEES JAN 20	3,722.54
01/29/2016	1	59803	SOM-DC	STATE OF MICHIGAN	DC 89TH DISTRICT COURT FILING FEES JAN 2	14,258.53
01/29/2016	1	59804	SOM-NETF	STATE OF MICHIGAN	CR NOTARY ED/TRAIN FUND JAN 2016	10.00
01/29/2016	1	59805	SOM-PC	STATE OF MICHIGAN	PC PROBATE COURT FILING FEES JANUARY 201	2,241.61
01/29/2016	1	59806	SOM-PC	STATE OF MICHIGAN	PC CIRCUIT COURT FILING FEES JANUARY 201	195.00
01/29/2016	1	59807	TUSCARORA	TUSCARORA TOWNSHIP	DC OUIL ASSESSMENT JAN 2016	100.00
01/29/2016	1	59808	VOM	VILLAGE OF MACKINAW	DC ORDINANCE FINES JAN 2016	103.33

1 TOTALS:

Total of 197 Checks:	2,294,670.15
Less 2 Void Checks:	2,162.00
Total of 195 Disbursements:	<u>2,292,508.15</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 2 GENERAL FUND						
01/04/2016	2	164314	AIRPORT	CHEBOYGAN AIRPORT AUTHORITY	FN AIRPORT TOTAL APPROPRIATION 2016	80,000.00
01/04/2016	2	164315	ASHB C	CYNTHIA E EBERLY	PC CELL PHONE REIMBURSEMENT 12/1/15-1/1/	45.00
01/04/2016	2	164316	CAVI C	CAMERON CAVITT	FN DRAIN COMMISSIONER SALARY JAN-MAR 201	200.00
01/04/2016	2	164317	CCD	CHEBOYGAN CONSERVATION DISTRICT	FN 2016 1ST QUARTER APPROPRIATION	3,125.00
01/04/2016	2	164318	DH #4	DISTRICT HEALTH DEPT #4	FN 2016 1ST QUARTER APPROPRIATION	54,995.75
01/04/2016	2	164319	GRAN J	JAMES H GRANGER	FN COUNTY SURVEYOR SALARY JAN - MAR 2016	200.00
01/04/2016	2	164320	HUMANE	CHEB COUNTY HUMANE SOCIETY	FN 2016 1ST QUARTER APPROPRIATION	35,750.00
01/04/2016	2	164321	MDHS	MICH DEPT OF HUMAN SERVICES	FN HOMEMAKER POSITION CALENDAR YEAR 2016	45,600.00
01/04/2016	2	164322	NACO	NACO	AD 2016 MEMBERSHIP	523.00
01/04/2016	2	164323	NCCMH	NORTH COUNTRY COMMUNITY	FN 2016 1ST QUARTER APPROPRIATION	27,998.75
01/04/2016	2	164324	PUB DEF 3	RONALD VARGA OR WILLIAM KEOGH	FN PUBLIC DEFENDERS FEE JAN 2016	11,709.60
01/04/2016	2	164325	RAMSAY	DONALD RAMSAY DO	CR MEDICAL EXAMINER CONTRACT JAN 2016	779.56
01/04/2016	2	164326	RISK	MICHIGAN MUNICIPAL RISK MANAGEMENT	AD INSURANCE 3 OF 3 7/1/15-7/1/16	38,726.25
					AD INSURANCE 3 OF 3 7/1/15-7/1/16	5,000.00
						<u>43,726.25</u>
01/04/2016	2	164327	TASC	TASC	FN ADM/CLAIM CARD FEE/RENEWAL	1,429.00
01/05/2016	2	164328	AFE	ALPENA FIRE EQUIPMENT	SRR ANNUAL MAINT. FIRE EXTINGUISHERS 201	88.00
01/05/2016	2	164329	ASHB C	CYNTHIA E EBERLY	PC TRAVEL REIMBURSEMENT TRAIN/LANSING	251.85
01/05/2016	2	164330	CDT PA	CHEBOYGAN DAILY TRIBUNE	PA BUSINESS CARDS ALFRED FELEPPA	45.00
01/05/2016	2	164331	CDT-PZ	CHEBOYGAN DAILY TRIBUNE	PZ ADVERTISING	152.81
01/05/2016	2	164332	CDW-G	CDW-G	IS SURFACE PRO 4 W/COVER	1,371.80
01/05/2016	2	164333	CDW-G	CDW-G	IS BATTERY BACKUP	53.40
01/05/2016	2	164334	CHARTER	CHARTER COMMUNICATIONS	IS MONTHLY INTERNET DEC 2015	95.00
01/05/2016	2	164335	ESI	ENGINEERING SUPPLY CORPORATION	PZ OFFICE SUPPLIES INK CARTRIDGES	567.73
01/05/2016	2	164336	FREESE	CHARLES FREESE	ZBA COMM MTG 12/23/15	72.20
					ZBA SITE VISIT 12/21/15	50.35
						<u>122.55</u>
01/05/2016	2	164337	GASLIGHT	GASLIGHT MEDIA	IS MONTHLY WEBSITE HOSTING/SEARCH ENGINE	150.00
01/05/2016	2	164338	GFOA	GOVERNMENT FINANCE OFFICERS ASSOC	FN INTERACTIVE INTERNET TRAINING (CPE)	255.00
01/05/2016	2	164339	HEMMER	RALPH HEMMER	ZBA COMM MTG 12/23/15	57.25
					ZBA SITE VISIT 12/21/15	72.20
						<u>129.45</u>
01/05/2016	2	164340	KORTZ	KARI KORTZ	FN PREPARING FOR A SINGLE AUDIT WEBCAST	99.00
					FN AICPA GOV ACCT & AUDIT UPDATE CONFERE	770.00
						<u>869.00</u>
01/05/2016	2	164341	MGT	MGT OF AMERICA INC	PA CONSULTING SERV OCT-DEC 2015	750.00
01/05/2016	2	164342	MOORE	JOHN MOORE	ZBA COMM MTG 12/23/15	77.95
					ZBA SITE VISIT 12/21/15	60.13
						<u>138.08</u>
01/05/2016	2	164343	NOP	NATIONAL OFFICE PRODUCTS	FOC OFFICE SUPPLIES FILE FOLDERS	36.96
01/05/2016	2	164344	NOP	NATIONAL OFFICE PRODUCTS	PZ OFFICE SUPPLIES STAMP	24.00
01/05/2016	2	164345	PAETEC	PAETEC	IS PHONE CHARGES DEC 2015	256.41
01/05/2016	2	164346	PAETEC	VOID		
01/05/2016	2	164347	SAP	STRAITS AREA PRINTING	FOC 5,000 WINDOW ENVELOPES	321.00
01/05/2016	2	164348	SPEEDWAY	SPEEDWAY SUPER AMERICA LLC	SRR FUEL CHARGES 11/18/15-12/17/15	606.27

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/05/2016	2	164349	STREET	MARY STREET	ZBA COMM MTG 12/23/15 ZBA SITE VISIT 12/23/15	56.68 61.28
						<u>117.96</u>
01/05/2016	2	164350	THOM JO	JOHN THOMPSON	ZBA COMM MTG 12/23/15	60.70
01/05/2016	2	164351	TREAS	CHEBOYGAN COUNTY TREASURER	TR REIMBURSE POSTAGE-PASSPORTS	14.39
01/05/2016	2	164352	UPS	UNITED PARCEL SERVICE	FN UPS CHARGES 11/29/15-12/26/15	18.69
01/05/2016	2	164353	AIRPORT	CHEBOYGAN AIRPORT AUTHORITY	SRR LEASE AGREEMENT JAN 2016	1,500.00
01/05/2016	2	164354	CLSSI	CHEBOYGAN LIFE SUPPORT SYSTEM	TR AMBULANCE MILLAGE JAN 2016	24,332.83
01/05/2016	2	164355	EMMET CTY	EMMET COUNTY	TR AMBULANCE MILLAGE JAN 2016	1,962.25
01/05/2016	2	164356	FOCA	FRIEND OF THE COURT ASSOCIATION	FOC 2016 FOCA DUES FOR FRIENDS	375.00
01/05/2016	2	164357	NSB	NORTHERN STAR BROADCASTING	SRR MONTHLY TOWER LEASE JAN 2016	300.00
01/05/2016	2	164358	OAA	ONAWAY AREA AMBULANCE	TR AMBULANCE MILLAGE JAN 2016	1,209.25
01/05/2016	2	164359	SENIOR CIT	CHEBOYGAN COUNTY COUNCIL	TR SENIOR CITIZEN MILLAGE REQUEST JAN 20	42,581.25
01/05/2016	2	164360	SPRING	SPRINGFIELD PUBLICATIONS	FOC 2016 PROGNOSTICATOR UPDATE	54.00
01/05/2016	2	164361	WASC	WAWATAM AREA SENIOR CITIZENS INC	TR SENIOR MILLAGE REQUEST JAN 2016	4,142.00
01/06/2016	2	164362	ALGE B	BARB ALGENSTEDT	SDJ INMATE BLOOD DRAW/SAYERS	50.00
01/06/2016	2	164363	APEX	APEX SOFTWARE	EQ APEX SKETCHING SOFTWARE	940.00
01/06/2016	2	164364	BLASKOWSKI	BLASKOWSKI FEED & SEED	SD K9 DOG FOOD	82.32
01/06/2016	2	164365	CARD	CARDMEMBER SERVICE	SD VISA CHARGES 11/26/15-12/28/15	730.75
01/06/2016	2	164366	EKDAHL	MICHAEL J EKDAHL	CC DGC DEFENSE ATTY DEC 2015	200.00
01/06/2016	2	164367	HARBOR	HARBOR HALL INC	CC DGC COUNSELING SERVICES DEC 2015	85.00
01/06/2016	2	164368	HAS	HOUSE ARREST SERVICES	DC HOUSE ARREST VOUCHERS FOR INCENTIVES	200.00
01/06/2016	2	164369	ICLE	ICLE	CC MI CRTROOM EVIDENCE ANNOT/NOV UPDATE	103.50
01/06/2016	2	164370	NMIDS	NORTHERN MI IND DRUG SCREEN LLC	DC DRUG TESTING REIMBURSEMENT DONNELLY/R	20.00
01/06/2016	2	164371	NMIDS	NORTHERN MI IND DRUG SCREEN LLC	CC DGC DRUG TESTING DEC 2015	537.00
01/06/2016	2	164372	OFF DEPOT	OFFICE DEPOT	SD OFFICE SUPPLIES CORRECTION TAPE/NOTES SD OFFICE SUPPLIES/IPAD CABLE	24.38 6.83
						<u>31.21</u>
01/06/2016	2	164373	OMHMG	OMH MEDICAL GROUP & MEDCARE	SDJ INMATE LAB/EVANS	175.10
01/06/2016	2	164374	ROTTER	GREGORY ROTTER	CC COURT APPT ATTY MIDYETT #15-5151-FH CC COURT APPT ATTY MIDYETT 15-5109-FC	1,070.00 1,670.56
						<u>2,740.56</u>
01/06/2016	2	164375	SALVATION	SALVATION ARMY	CC DGC SUPERVISION & TRANSITIONAL HOUSIN CC DGC SUPERVISION & TRANSITIONAL HOUSIN	2,065.00 1,495.00
						<u>3,560.00</u>
01/06/2016	2	164376	SSM	SMART START MICHIGAN	DC SMART START MONITORING VOUCHERS	400.00
01/06/2016	2	164377	SWANSON S	SWANSON SERVICES	SDJ PAK ORDERS SDJ COMMISSARY ORDERS	20.80 1,202.94
						<u>1,223.74</u>
01/06/2016	2	164378	TREAS	CHEBOYGAN COUNTY TREASURER	SD REPLISH PETTY CASH FOR BRIDGE FARE	50.00
01/06/2016	2	164379	COCM	COCM	CD CODE OFFICIALS CONF & MEMBERSHIP	60.00
01/06/2016	2	164380	FOP	FRATERNAL ORDER OF POLICE	SD FOP LODGE #122 ANNUAL DUES 2016	35.00
01/06/2016	2	164381	HAS	HOUSE ARREST SERVICES	DC ONE MONTH FREE SOBERLINK/N. WALKER	186.00
01/06/2016	2	164382	ID NET	ID NETWORKS	SD LIVESCAN ANNUAL MAINTENANCE 2016 SD IMAGENET ANNUAL MAINTENANCE 2016	4,495.00 778.00
						<u>5,273.00</u>
01/06/2016	2	164383	LODGING	RAMADA HOTEL	CD LODGING FOR CONFERENCE FEB 1ST & 2ND	159.00
01/06/2016	2	164384	MSA	MICHIGAN SHERIFFS' ASSOCIATION	SD PROFESSIONAL ASSOC. DUES 2016	685.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/06/2016	2	164385	NMCOA	NORTHERN MI CODE OFFICIALS ASSOC	CD NMCOA TRAINING DAN & MATT 2016	200.00
01/06/2016	2	164386	POSTMASTER	POSTMASTER - CHEBOYGAN	MSU ROLL OF STAMPS	49.00
01/06/2016	2	164387	SPRING	SPRINGFIELD PUBLICATIONS	PA CHILD SUPPORT UPDATE PROGRAM	29.00
01/06/2016	2	164388	TELE-RAD	TELE-RAD INC	SD TELE-RAD MAINTENANCE JAN-MAR 2016	1,651.65
01/07/2016	2	164389	ASHE C	CYNTHIA E EBERLY	PC TRAVEL TRAINING IN LANSING 12/17/15	4.64
01/07/2016	2	164390	AT&T/SBC	AT&T	SDJ PHONE DECEMBER 2015 23162731553815	143.72
01/07/2016	2	164391	CULLIGAN	MCCARDEL CULLIGAN-PETOSKEY	CC JURY ROOM WATER #216832	30.00
01/07/2016	2	164392	FERN FORD	FERNELIUS FORD LINCOLN	CD ESCAPE #19 SERPENTINE BELT	112.75
					CD ESCAPE #8 OIL CHANGE	33.44
						<u>146.19</u>
01/07/2016	2	164393	FRAZ D	DANIEL FRASIER	PC SA SPEAKER FEE 12/14/15	50.00
01/07/2016	2	164394	LISS D	DIANE LISSFELT LMSW, ACSW, CAAC	CC DGC COUNSELING SERVICES DEC 2015	450.00
01/07/2016	2	164395	MACARTHUR	TIMOTHY MACARTHUR	PC GUARDIANSHIP REVIEW GOODENOW	130.00
01/07/2016	2	164396	NEMCOG	NEMCOG	CC DGC CASE MANAGER/INCENTIVES/MILEAGE D	4,390.04
01/07/2016	2	164397	REDM P	PETER REDMOND	BOC COMM MILEAGE DEC 2015	24.15
01/07/2016	2	164398	SCHN T	TONI SCHNEIDER	PC REIMBURSE FOR TRAINING IN GAYLORD	13.12
01/07/2016	2	164399	SECURUS	SECURUS TECHNOLOGIES	SDJ INMATE PHONE USAGE DEC 2015	3,292.85
01/07/2016	2	164400	SHELDON	JENNIFER SHELDON	PC COURT APPT ATTY T. WILLIAMS/A CVENGRO	300.00
01/07/2016	2	164401	WHEELER	WHEELER MOTORS INC	SD CHECK BRAKES	27.48
					SD DEDUCTIBLE EXPEDITION/CAR DEER	250.00
					SD OIL CHANGE	16.95
					SD BULB	9.10
					SD OIL CHANGE	16.95
					SD OIL CHANGE	16.95
					SD OIL CHANGE	16.95
					SD MOUNT/BALANCE	11.00
					SD PADS/ROTORS/ CALIPERS	487.16
					SD OIL CHANGE/FILTER/ROTATE TIRES	45.65
						<u>898.19</u>
01/07/2016	2	164402	WHEELER	VOID		
01/07/2016	2	164403	ACKE	CHRISTOPHER ACKERMAN	PC SA CONTRACT JAN 2016	1,000.00
01/07/2016	2	164404	ASHE C	CYNTHIA E EBERLY	PC CELL PHONE REIMBURSE JAN 2016	45.00
01/07/2016	2	164405	BROW C	CHARLES BROWN	PC SA F.D.T.A. PROGRAM DIRECTOR	1,550.00
01/07/2016	2	164406	DEAN	NANCY B DEAN	PC ATTORNEY CONTRACT JAN 16	1,375.00
01/07/2016	2	164407	HANSEL	DONNA HANSEL	PC ATTORNEY CONTRACT JAN 16	1,375.00
01/07/2016	2	164408	KEOGH	WILLIAM L KEOGH PC	PC ATTORNEY CONTRACT JAN 16	1,375.00
01/07/2016	2	164409	MACARTHUR	TIMOTHY MACARTHUR	PC ATTORNEY CONTRACT JAN 16	1,375.00
01/07/2016	2	164410	MEMBER	UNITED COUNTY OFFICERS ASSOC	CR CCS UCOA MEMBERSHIP J GRANGER 2016	100.00
01/07/2016	2	164411	MEMBER	UCOA	TR UCOA MEMBERSHIP DUES 2016	100.00
01/07/2016	2	164412	MPEC	MICHIGAN POLICE EQUIPMENT CO	SD 10 BALLISTIC VESTS	6,960.00
01/07/2016	2	164413	OHEN D	DANIEL L OHENLEY	RC DRIVERS PHYSICAL	127.00
01/07/2016	2	164414	REGISTER	DEFENSIVE EDGE	SD ARMORER COURSE/TEBO	395.00
01/07/2016	2	164415	SALT R	RAEANN SALTER	PC GUARDIANSHIP REVIEW/R MAINE	35.00
01/07/2016	2	164416	SHELDON	JENNIFER SHELDON	PC ATTORNEY CONTRACT JAN 16	1,375.00
01/07/2016	2	164417	SPRING	SPRINGFIELD PUBLICATIONS	PC SUPPLIES/CINDY	29.00
01/08/2016	2	164418	IR VET	INDIAN RIVER VET CLINIC	SD TASER/MEDICATION	96.00
01/08/2016	2	164419	PNC VISA	PNC BANK	FN VISA CHARGES THRU 12/18/15	3,503.51
01/08/2016	2	164420	SPARTAN	SPARTAN STORES LLC	SDJ INMATE MEDICATIONS DEC 2015	280.20
01/08/2016	2	164421	SWANSON S	SWANSON SERVICES	SDJ INMATE PAK ORDERS	13.95
					SDJ INMATE COMMISSARY ORDERS	1,075.33
						<u>1,089.28</u>
01/11/2016	2	164422	AT&T/SBC	AT&T	FN GAS PUMP MODEM 231627336112 11/29-12/	34.43
01/11/2016	2	164423	CAS-TRAN	CHEBOYGAN AREA SCHOOLS	SRR FUEL CHARGES 12/1/15-1/2/16	4,135.59

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/13/2016	2	164465	KSS	KSS ENTERPRISES	MA CUPS/ROLL TOWEL/LINERS/GLOVES	386.47
					MA CASE OF CLEANER	275.18
					MA FOAMING CLEANER/AEROSOL/LINERS	353.97
					HD CASE OF CLEANER/MOPS	41.70
					HD ICE MELT 8 BAGS	83.75
						<u>1,141.07</u>
01/13/2016	2	164466	MLLPS	MICHIGAN LABOR LAW	AD LABOR LAW POSTERS	213.75
01/13/2016	2	164467	MSHC	MACKINAW STRAITS HEALTH CENTER	AD PRE-EMPLOYMENT PHYSICAL/WREGGLESWORTH	90.00
01/13/2016	2	164468	NOP	NATIONAL OFFICE PRODUCTS	M OFFICE SUPPLIES CALENDAR/APPT BOOK	41.63
01/13/2016	2	164469	OMS	OMS COMPLIANCE SERVICES INC	AD PR-EMPLOYMENT DRUG TESTING/FELEPPA	79.50
01/13/2016	2	164470	PROLINE	PROLINE GARAGE DOOR SALES	MA REPAIR SD GARAGE DOOR	145.00
01/13/2016	2	164471	RDIC	RIVERTOWN DO-IT CENTER	MA CEMENT/CHIP BRUSH	50.95
					MA FLOOR SCRUB BRUSH	8.49
					MA PUSH BROOM	24.99
					MA STEEL IRON BLADE	11.99
					MA SCREWS/JIGSAW BLADE	52.26
					MA SHIM SHINGLES	8.58
					MA ADHESIVE/ROLLER COVERS/BRUSH/PAINT TR	91.06
					MA CREDIT	(4.50)
						<u>243.82</u>
01/13/2016	2	164472	RDIC	VOID		
01/13/2016	2	164473	RDIC	RIVERTOWN DO-IT CENTER	RC FLAT PLATE/SCREWS/BOLTS	13.53
01/13/2016	2	164474	RWS	REPUBLIC SERVICES #239	RC EMPTY RECYCLE BINS WHILE TRUCK REPAIR	6,736.56
01/13/2016	2	164475	RWS	REPUBLIC SERVICES #239	MA TRASH REMOVAL DEC 2015	457.44
01/13/2016	2	164476	SIP	STATE INDUSTRIAL PRODUCTS	MA CLEANING CHEMICALS	344.00
01/13/2016	2	164477	WERNER	WERNER PLUMBING & HEATING	MA ROOF TOP ELECTRICAL ISSUE	150.50
					MA BAD COMPRESSOR	86.00
						<u>236.50</u>
01/13/2016	2	164478	WHEELER	WHEELER MOTORS INC	AD MOUNT 2 SNOW TIRES & BALANCE #15	33.00
					AD L.O.F./TIRE ROTATION/SPARK PLUGS #16	168.25
						<u>201.25</u>
01/13/2016	2	164479	ALLO S	SUE ALLOR	BOC COMM MILEAGE JAN 16	32.40
01/13/2016	2	164480	BBI	BROWN BUILDERS INC	FN CCHS ANIMAL SHELTER CARPENTRY	7,210.00
01/13/2016	2	164481	BROWN C	CHRISTOPHER BROWN	BOC COMM MILEAGE DEC/JAN	109.62
01/13/2016	2	164482	DSSI	DRUG SCREEN SOLUTIONS INC	PC COURT ORDERED SERVICES	595.50
01/13/2016	2	164483	EPSI	ENGINEERED PROTECTION SYSTEMS	HD ALARM SYSTEM/FIRE TESTING 2/1-4/30/16	313.59
01/13/2016	2	164484	G SHIPPING	G'S SHIPPING STORE	MA BATH TISSUE	170.70
					MA BATH TISSUE	178.50
						<u>349.20</u>
01/13/2016	2	164485	GAUT B	BRUCE GAUTHIER	BOC COMM MILEAGE DEC/JAN	71.82
01/13/2016	2	164486	GOUI C	CAL GOUINE	BOC COMM MILEAGE JAN 16	3.78
01/13/2016	2	164487	MATELSKI	ANTHONY MATELSKI	BOC COMM MILEAGE DEC/JAN	151.74
01/13/2016	2	164488	MSC	MICHIGAN SUPREME COURT	FOC MODEL HANDBOOK	41.00
01/13/2016	2	164489	REDM P	PETER REDMOND	BOC COMM MILEAGE JAN 16	7.56
01/13/2016	2	164490	SAP	STRAITS AREA PRINTING	CCM CHEBOYGAN TODAY AD PMT 1/2	830.00
01/13/2016	2	164491	WALLACE	JOHN WALLACE	BOC COMM MILEAGE JAN 16	27.00
01/13/2016	2	164492	JURY CC	STEPHEN ANDREWS	CC JURY SELECTION 1/12/16	20.30
01/13/2016	2	164493	JURY CC	MELISSA KRUEGER	CC JURY SELECTION 1/12/16	20.30
01/13/2016	2	164494	JURY CC	SHIRLEY MERCHANT	CC JURY SELECTION 1/12/16	15.10

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/13/2016	2	164495	JURY CC	TAMMY GRAY	CC JURY SELECTION 1/12/16	27.06
01/13/2016	2	164496	JURY CC	MICHAEL BROWN	CC JURY SELECTION 1/12/16	14.06
01/13/2016	2	164497	JURY CC	MANDY TUMA	CC JURY SELECTION 1/12/16	28.10
01/13/2016	2	164498	JURY CC	JENNIFER JOHNSTON	CC JURY SELECTION 1/12/16	13.54
01/13/2016	2	164499	JURY CC	DONNA STONE	CC JURY SELECTION 1/12/16	23.94
01/13/2016	2	164500	JURY CC	DONALD MEYER	CC JURY SELECTION 1/12/16	20.30
01/13/2016	2	164501	JURY CC	STANLEY ROCHELEAU	CC JURY SELECTION 1/12/16	15.10
01/13/2016	2	164502	JURY CC	COLLEEN ROSE	CC JURY SELECTION 1/12/16	18.74
01/13/2016	2	164503	JURY CC	WILLIAM REED JR	CC JURY SELECTION 1/12/16	30.70
01/13/2016	2	164504	JURY CC	KATHY POINEAU	CC JURY SELECTION 1/12/16	17.70
01/13/2016	2	164505	JURY CC	COURTNEY COUILLARD	CC JURY SELECTION 1/12/16	20.30
01/13/2016	2	164506	JURY CC	JUNE SCHLEY	CC JURY SELECTION 1/12/16	16.14
01/13/2016	2	164507	JURY CC	JENNIFER GREEN	CC JURY SELECTION 1/12/16	30.70
01/13/2016	2	164508	JURY CC	LORI URBAN	CC JURY SELECTION 1/12/16	14.06
01/13/2016	2	164509	JURY CC	KAREN ANDREWS	CC JURY SELECTION 1/12/16	20.30
01/13/2016	2	164510	JURY CC	MORGAN WYATT	CC JURY SELECTION 1/12/16	23.94
01/13/2016	2	164511	JURY CC	SUSAN GUICHARD	CC JURY SELECTION 1/12/16	22.90
01/13/2016	2	164512	JURY CC	DAVID GROSS	CC JURY SELECTION 1/12/16	25.50
01/13/2016	2	164513	JURY CC	JESSE CHAPEK	CC JURY SELECTION 1/12/16	22.90
01/13/2016	2	164514	JURY CC	JOHN LAROY	CC JURY SELECTION 1/12/16	28.10
01/13/2016	2	164515	JURY CC	DAVID NASH	CC JURY SELECTION 1/12/16	25.50
01/13/2016	2	164516	JURY CC	EDWARD BARR	CC JURY SELECTION 1/12/16	15.10
01/13/2016	2	164517	JURY CC	KRISTEN CLAIRMONT	CC JURY SELECTION 1/12/16	16.66
01/13/2016	2	164518	JURY CC	CORY BEARDSLEY	CC JURY SELECTION 1/12/16	25.50
01/13/2016	2	164519	JURY CC	JOSHUA BUTZIN	CC JURY SELECTION 1/12/16	13.02
01/13/2016	2	164520	JURY CC	KARL BERAKOVICH	CC JURY SELECTION 1/12/16	21.86
01/13/2016	2	164521	JURY CC	JAMES PETERSON	CC JURY SELECTION 1/12/16	28.10
01/13/2016	2	164522	JURY CC	MORGAN DUMAN	CC JURY SELECTION 1/12/16	35.90
01/13/2016	2	164523	JURY CC	VALERIE GOTHAM	CC JURY SELECTION 1/12/16	22.90
01/13/2016	2	164524	JURY CC	PETER HUYSK	CC JURY SELECTION 1/12/16	16.66
01/13/2016	2	164525	JURY CC	MARIANNE DOUGHERTY	CC JURY SELECTION 1/12/16	22.90
01/13/2016	2	164526	JURY CC	KELLY URLAUB	CC JURY SELECTION 1/12/16	23.94
01/13/2016	2	164527	JURY CC	JANE SCHRAMM	CC JURY SELECTION 1/12/16	19.26
01/13/2016	2	164528	JURY CC	ROBERT HOPE	CC JURY SELECTION 1/12/16	25.50
01/13/2016	2	164529	JURY CC	ANTHONY CREAMER	CC JURY SELECTION 1/12/16	22.90
01/13/2016	2	164530	JURY CC	LINDA STONE	CC JURY SELECTION 1/12/16	15.62
01/13/2016	2	164531	JURY CC	TREVOR STEMPL	CC JURY SELECTION 1/12/16	25.50
01/14/2016	2	164532	BREG L	LOIS BREGE	DHS CC #20623834 12/11/15-12/24/15	241.36
01/14/2016	2	164533	BREG L	LOIS BREGE	DHS CC #20623835 12/11/15-12/24/15	241.36
01/14/2016	2	164534	BREG L	LOIS BREGE	DHS CC #20623836 12/11/15-12/24/15	241.36
01/14/2016	2	164535	BREG L	LOIS BREGE	DHS CC #1525157 12/9/15-12/22/15	241.36
01/14/2016	2	164536	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #4030266 10/1/15-10/19/15	107.00
01/14/2016	2	164537	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #4030266 11/16/15-11/30/15	358.60
01/14/2016	2	164538	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #2181374 11/16/15-11/30/15	358.60
01/14/2016	2	164539	DEWI C	CYNTHIA DEWITT	DHS CC #5438235 12/5/15-12/24/15	274.56
01/14/2016	2	164540	DEWI C	CYNTHIA DEWITT	DHS CC #5438235 12/8/15-12/21/15	241.36
01/14/2016	2	164541	DEWI C	CYNTHIA DEWITT	DHS CC #5438235 12/22/15-1/4/15	241.36
01/14/2016	2	164542	GLAZ T	TABITHA & GREG GLAZIER	DHS CC #2673814 11/26/15-12/9/15	372.26
01/14/2016	2	164543	GLAZ T	TABITHA & GREG GLAZIER	DHS CC #2673814 11/26/15-12/9/15	241.36
01/14/2016	2	164544	HART C	CHRISTINE HARTMAN	DC TRANSCRIPT #15-0737-ST TIMOTHY WAYNE	16.45
01/14/2016	2	164545	LEXISNEXIS	LEXISNEXIS RISK SOLUTIONS	PC MINIMUM COMMITMENT DEC 2015	50.00
01/14/2016	2	164546	MEMBER	MICHIGAN ASSOC OF	EQ MAED MEMBERSHIP DUES 2016	100.00
01/14/2016	2	164547	OFF DEPOT	OFFICE DEPOT	PC OFFICE SUPPLIES DUSTER/WIPES/FOLDERS/	105.46
01/14/2016	2	164548	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTION P/E 1/9/1	237,090.98
01/14/2016	2	164549	WOE	WILLIAMS OFFICE EQUIPMENT	FN REPAIR TO FLOATER COPY MACHINE - DAMA	450.00
01/15/2016	2	164550	AT&T/SBC	AT&T	IS PHONE SERVICE THROUGH 1/1/16	586.55
01/15/2016	2	164551	AT&T/SBC	VOID		
01/15/2016	2	164552	CDW-G	CDW-G	IS BATTERY BACKUP FOR FINANCE	53.40
01/15/2016	2	164553	MEMBER	MLGMA	AD MLGMA MEMBERSHIP DUES 2016	110.00
01/15/2016	2	164554	REGISTER	MLGMA	AD REGISTRATION FOR MLGMA WINTER INSTITU	275.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/15/2016	2	164555	SAP	STRAITS AREA PRINTING	AD CHEBOYGAN TODAY MAGAZINE AD BILL 1/2	397.50
01/15/2016	2	164556	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRIN/DED JANICE EATON	1,307.19
01/19/2016	2	164557	COUT M	MIKE COUTURE	CF B&R PRIZE WINNER	798.06 V
01/19/2016	2	164558	JONE C	CORNELL JONES	CF PORTER CONTRACT	1,350.00 V
01/19/2016	2	164559	REIM J	JARED REIMANN	CF B&R PRIZE WINNER	1,182.84 V
01/19/2016	2	164560	WHEE J	JAMES ERIC WHEELER	CF 1ST PLACE BATTLE OF BANDS	1,000.00 V
01/19/2016	2	164561	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #4030266 12/1/15-12/31/15	689.44
01/19/2016	2	164562	CFSNW	CHILD & FAMILY SERVICES NW	DHS CC #2181374 12/1/15-12/31/15	689.44
01/19/2016	2	164563	GLAZ T	TABITHA & GREG GLAZIER	DHS CC #2673814 12/10/15-12/23/15	372.26
01/19/2016	2	164564	GLAZ T	TABITHA & GREG GLAZIER	DHS CC #2673814 12/24/15-1/6/16	372.26
01/19/2016	2	164565	GLAZ T	TABITHA & GREG GLAZIER	DHS CC #2673814 12/10/15-12/23/15	241.36
01/19/2016	2	164566	GLAZ T	TABITHA & GREG GLAZIER	DHS CC #2673814 12/24/15-1/6/16	241.36
01/19/2016	2	164567	MGT	MGT OF AMERICA INC	FN FY 2014 COST ALLOCATION PLAN	8,500.00
01/19/2016	2	164568	OFF DEPOT	OFFICE DEPOT	DC OFFICE SUPPLIES INK	44.69
01/19/2016	2	164569	PAAM	PAAM	PA ESTABLISHMENT CONFERENCE	180.00
01/21/2016	2	164570	ADV AUTO	ADVANCE AUTO PARTS	SD HEADLIGHT	29.99
01/21/2016	2	164571	AREA 52	AREA 52 SCREEN PRINTING	SD EMBROIDERED UNIFORMS	37.50
01/21/2016	2	164572	BLASKOWSKI	BLASKOWSKI FEED & SEED	SD BOOTS/JACKET/BIBS	342.98
01/21/2016	2	164573	BOB BARKER	BOB BARKER COMPANY INC	SD ID BANDS	152.23
01/21/2016	2	164574	CAVI C	CAMERON CAVITT	CR DPW MTG 1/19/16	49.72
01/21/2016	2	164575	CHARTER	CHARTER COMMUNICATIONS	SDJ INMATE CABLE 1/23-2/22/16	97.62
01/21/2016	2	164576	FOP	FRATERNAL ORDER OF POLICE	SD UNDERSHERIFF DUES 2016	35.00
01/21/2016	2	164577	GALLS	GALLS INCORPORATED	SD BOOTS/LACHAPELLE	159.91
01/21/2016	2	164578	GALLS	GALLS INCORPORATED	SDJ JAIL UNIFORMS	187.29
01/21/2016	2	164579	GEYE G	GARFIELD C GEYER	CR DPW MTG 1/19/16	50.80
01/21/2016	2	164580	GINO E	ED GINOP	CR DPW MTG 1/19/16	51.88
01/21/2016	2	164581	HEIL R	ROBERT HEILMAN	CR DPW MTG 01/19/16	59.98
01/21/2016	2	164582	IRSC	INDIAN RIVER SPORTS CENTER	SD BALACLAVA/SNOWMOBILE	44.99
01/21/2016	2	164583	LENN B	BARBARA LENNON	CR DPW MTG 1/19/16	41.08
01/21/2016	2	164584	MANN A	ANGEL MANNING	SRR MILEAGE REIMBURSEMENT FOR BOARD MTG	45.36
01/21/2016	2	164585	MSA	MICHIGAN SHERIFFS' ASSOCIATION	SD HATS	211.69
01/21/2016	2	164586	MSC	MICHIGAN SUPREME COURT	FOC SHIPPING COST FOR PREVIOUS ORDER	9.04
01/21/2016	2	164587	NOP	NATIONAL OFFICE PRODUCTS	FOC OFFICE SUPPLIES HEADSET	185.64
01/21/2016	2	164588	NYE	NYE UNIFORM COMPANY	SD DEPUTY SHIRT/BUR	47.50
					SD UNIFORMS/TIES	91.77
						<hr/>
						139.27
01/21/2016	2	164589	OFF DEPOT	OFFICE DEPOT	SD OFFICE SUPPLIES FOLDERS/TAPE	55.77
					SD OFFICE SUPPLIES FOLDERS/DIVIDERS	26.38
						<hr/>
						82.15
01/21/2016	2	164590	QCMC	QUICK CARE MEDICAL CENTER	SRR PRE-EMPLOYMENT DOT PHYSICAL/NEWSTED	105.00
01/21/2016	2	164591	REGISTER	MAP	PZ TRAINING JOHN THOMPSON	89.00
					PZ TRAINING NINI SHERWOOD	89.00
						<hr/>
						178.00
01/21/2016	2	164592	REGISTER	L.E.O.R.T.C.	SD LEGAL UPDATE FOR CORRECTIONS	420.00
01/21/2016	2	164593	REGISTER	CLARE COUNTY SHERIFF	SD 6TH ANNUAL SAR ACADEMY	250.00
01/21/2016	2	164594	REGISTER	NORTHERN MICHIGAN LAW	SD ANNUAL MEMBERSHIP FEE TO TRAINING GRO	250.00
01/21/2016	2	164595	SAP	STRAITS AREA PRINTING	CCM PRINTED BOAT SLIP AGREEMENTS/RENEWAL	60.00
01/21/2016	2	164596	SPARTAN	SPARTAN STORES LLC	SDJ INMATE SUPPLIES/MEDS	58.92
01/21/2016	2	164597	STRAITS	STRAITSLAND RESORTER	AD MISC ADS PA/JUVENILE/ANIMAL	106.88
01/22/2016	2	164598	BREG L	LOIS BREGE	DHS CC #20623834 12/25/15-1/7/16	241.36
01/22/2016	2	164599	BREG L	LOIS BREGE	DHS CC #20623835 12/25/15-1/7/16	241.36
01/22/2016	2	164600	BREG L	LOIS BREGE	DHS CC #20623836 12/25/15-1/7/16	241.36
01/22/2016	2	164601	BREG L	LOIS BREGE	DHS CC #1525157 12/23/15-1/5/16	241.36

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/22/2016	2	164602	CAMA	CHEBOYGAN AREA MINISTERIAL	PC BASIC GRANT/DIVERSION SERVICE	1,000.00
01/22/2016	2	164603	CHEB	CITY OF CHEBOYGAN	MA WATER 002-01575-01 10/1/15-12/31/15	6,223.48
01/22/2016	2	164604	CHEB	CITY OF CHEBOYGAN	HD WATER 002-02222-00 10/1/15-12/31/15	247.75
01/22/2016	2	164605	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100032118323 12/15/15-1/15/1	27.93
01/22/2016	2	164606	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100032117473 12/14/15-15-1/1	22.59
01/22/2016	2	164607	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100032117523 12/13/15-1/17/1	33.92
01/22/2016	2	164608	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100045025812 12/13/15-1/17/1	42.32
01/22/2016	2	164609	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100032117358 12/15/15-1/15/1	83.43
01/22/2016	2	164610	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100032117309 12/15/15-1/15/1	27.73
01/22/2016	2	164611	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100000225340 12/1/15-12/31/1	18.49
01/22/2016	2	164612	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC 100032117416 12/12/15-1/17/1	81.60
01/22/2016	2	164613	CONSUMERS	CONSUMERS ENERGY	HD ELECTRIC 103003539980 12/10/15-1/11/1	1,335.16
01/22/2016	2	164614	CONSUMERS	CONSUMERS ENERGY	RC ELECTRIC 100045328463 12/1/15-12/31/1	18.49
01/22/2016	2	164615	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC 100026019925 12/7/15-1/10/16	42.99
01/22/2016	2	164616	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC 100000107183 12/10/15-1/11/1	5,138.30
01/22/2016	2	164617	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC 100029199252 12/9/15-1/13/16	27.12
01/22/2016	2	164618	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC 100027732369 12/8/15-1/12/16	186.71
01/22/2016	2	164619	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC 100000163434 12/1/15-12/31/1	12.72
01/22/2016	2	164620	DECKA	DECKA DIGITAL	CC ENVELOPES	126.00
01/22/2016	2	164621	DTE	DTE ENERGY	MA GAS 456433900010 12/7/15-01/11/16	2,037.30
01/22/2016	2	164622	DTE	DTE ENERGY	HD GAS 456433900036 12/7/15-1/11/16	221.36
01/22/2016	2	164623	GILB	JAMES L GILBERT	CC COURT APPT ATTY #08-7379-DS JORDAN BO	150.00
01/22/2016	2	164624	HAS	HOUSE ARREST SERVICES	DC 3-\$100 HOUSE ARREST VOUCHERS FOR SC	300.00
01/22/2016	2	164625	HUNG T	THOMAS R HUNGERFORD LLC	CC COURT APPT ATTY #15-5156-FH ISAAC BR	380.00
					CC COURT APPT ATTY # 15-5159-FH ANGELA M	330.00
					CC COURT APPT ATTY #15-5146-FH TABATHA H	330.00
						<u>1,040.00</u>
01/22/2016	2	164626	ICLE	ICLE	CC MI MODEL CIVIL JURY INST. NOV UPDATE	103.50
01/22/2016	2	164627	ILHS	INLAND LAKES HIGH SCHOOL	PC BASIC GRANT/DIVERSION SERVICE	1,000.00
01/22/2016	2	164628	JOY VALLEY	JOY VALLEY COUNSELING & CONSULT	PC COURT ORDERED SERVICES	150.00
01/22/2016	2	164629	NOP	NATIONAL OFFICE PRODUCTS	CC OFFICE SUPPLIES INK CARTRIDGES	90.98
					CC OFFICE SUPPLIES INDEX CARDS	9.42
						<u>100.40</u>
01/22/2016	2	164630	OFF DEPOT	OFFICE DEPOT	DC OFFICE SUPPLIES TONER/BATTERIES/PENS	167.07
					DC OFFICE SUPPLIES/CHAIR MAT	87.99
						<u>255.06</u>
01/22/2016	2	164631	PAVLICH	SCOTT L PAVLICH	CC REIMBURSEMENT FOR JURORS LUNCHESES	89.14
01/22/2016	2	164632	PIE&G	PRESQUE ISLE ELECTRIC & GAS	RC SECURITY LIGHT JANUARY 2016	14.65
01/22/2016	2	164633	RED TOX	REDWOOD TOXICOLOGY LABORATORY	CC DGC DRUG TESTING DECEMBER 2015	825.00
01/22/2016	2	164634	ROTARY	CHEBOYGAN ROTARY	PC BASIC GRANT/DIVERSION SERVICE	6,000.00
01/22/2016	2	164635	SPARTAN	SPARTAN STORES LLC	CC MISC JUROR CHARGES	56.55
01/22/2016	2	164636	TREAS	CHEBOYGAN COUNTY TREASURER	FOC COPY PAPER REIMBURSEMENT 4 CASES	120.20
01/22/2016	2	164637	WCS	WOLVERINE COMMUNITY SCHOOLS	PC BASIC GRANT/DIVERSION SERVICE	1,500.00
01/22/2016	2	164638	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN THRU 1/4/16	66.62
01/22/2016	2	164639	WEST-LL	THOMSON REUTERS - WEST	LL LIBRARY CHARGES SEPT 2015	731.50
01/22/2016	2	164640	WEST-LL	THOMSON REUTERS - WEST	LL LIBRARY CHARGES DECEMBER 2015	764.45
01/22/2016	2	164641	WEST-LL	THOMSON REUTERS - WEST	LL LIBRARY PLAN CHARGES THRU 1/4/16	735.92
01/22/2016	2	164642	WEST-PC	THOMSON REUTERS - WEST	PC LIBRARY PLAN THRU 1/4/16	19.37
01/22/2016	2	164643	WEST-PC	THOMSON REUTERS - WEST	PC LIBRARY PLAN THRU 1/4/16	53.39
01/22/2016	2	164644	YOUTH CTR	CHEBOYGAN YOUTH CENTER	PC BASIC GRANT/DIVERSION SERVICE	4,000.00
01/25/2016	2	164645	BARTLETT	STUART BARTLETT	PZ COMM MTG 1/6/16	54.04
					PZ SITE VISIT 1/4/16	54.58

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					PZ COMM MTG 1/20/16	54.04
						<u>162.66</u>
01/25/2016	2	164646	BOROWICZ	HAROLD BOROWICZ	PZ COMM MTG 1/6/16	48.64
					PZ SITE VISIT 1/4/16	50.80
					PZ COMM MTG 1/20/15	48.64
						<u>148.08</u>
01/25/2016	2	164647	CAS	CHEBOYGAN AREA SCHOOLS	PC SA TEACHER WAGE & FRINGE OCT-DEC 2015	20,592.18
01/25/2016	2	164648	CHASE	DAN CHASE	CD TRAINING GAYLORD/MEALS	8.68
01/25/2016	2	164649	CLL	CHEBOYGAN LITTLE LEAGUE	PC BASIC GRANT/DIVERSION SERVICE	1,000.00
01/25/2016	2	164650	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030339863 12/11/15-1/14/	289.71
01/25/2016	2	164651	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC 100030390080 12/11/15-1/14/	22.59
01/25/2016	2	164652	CONSUMERS	CONSUMERS ENERGY	CCM 100030390270 12/11/15-1/14/16	22.59
01/25/2016	2	164653	CROF P	PATTY CROFT	PZ COMM MTG 1/6/16	72.40
					PZ SITE VISIT 1/6/16	40.00
					PZ COMM MTG 1/20/16	72.40
						<u>184.80</u>
01/25/2016	2	164654	CRON M	MATHEW CRONK	CD GAYLORD TRAIN/MEALS	8.68
01/25/2016	2	164655	DELRIDGE	DELRIDGE CORPORATION	PC PROBATE FORMS	57.90
01/25/2016	2	164656	DUNC L	LISA DUNCAN	FG CONVENTION BASKET REIMBURSEMENT	98.40
01/25/2016	2	164657	FERN FORD	FERNELIUS FORD LINCOLN	CD OIL CHANGE/JEEP PATRIOT	20.21
01/25/2016	2	164658	FREESE	CHARLES FREESE	PZ COMM MTG 1/6/16	71.32
					PZ SITE VISIT 1/3/16	70.24
					PZ COMM MTG 1/20/16	71.32
						<u>212.88</u>
01/25/2016	2	164659	HARBOR	HARBOR HALL INC	PC SA GROUP SESSIONS DECEMBER 2015	153.34
01/25/2016	2	164660	KAVANAUGH	MICHAEL KAVANAUGH	PZ COMM MTG 1/6/16	47.56
					PZ SITE VISIT 1/3/16	45.40
					PZ COMM MTG 1/20/16	47.56
						<u>140.52</u>
01/25/2016	2	164661	KORTZ	KARI KORTZ	FN REIMBURSE MILEAGE TO CCE/911 MTG 1/20	41.04
01/25/2016	2	164662	LAMO T	TERRIE LAMONT	PC GUARDIANSHIP REVIEW/ST. AMOUR	90.00
01/25/2016	2	164663	LYON S	SHARON LYON	PZ COMM MTG 1/6/16	69.16
					PZ COMM MTG 1/20/16	69.16
						<u>138.32</u>
01/25/2016	2	164664	NOP	NATIONAL OFFICE PRODUCTS	CF OFFICE SUPPLIES LABELS/ENVELOPES	52.18
01/25/2016	2	164665	OHEN MA	MARY OHENLEY	FG REIMBURSE FOOD FOR CONVENTION	65.96
01/25/2016	2	164666	OMS	OMS COMPLIANCE SERVICES INC	SRR PRE-EMPLOYMENT DRUG TEST/NEWSTED	77.50
01/25/2016	2	164667	OSTWALD	CHARLES OSTWALD	PZ COMM MTG 1/6/16	51.88
					PZ SITE VISIT 1/6/16	58.36
					PZ COMM MTG 1/20/16	51.88
						<u>162.12</u>
01/25/2016	2	164668	REGISTER	TUSCOLA COUNTY FAMILY COURT	PC TRAINING/CINDY	45.00
01/25/2016	2	164669	REGISTER	MI DEPT OF COMMUNITY HEALTH	HS EMPLOYEE TRAINING/MATT CRONK	50.00
01/25/2016	2	164670	SPIES-SRR	SPIES AUTO PARTS & TIRE	SRR 3 CASES OF WINDSHIELD WASHER FLUID	35.82
01/25/2016	2	164671	TREAS	CHEBOYGAN COUNTY TREASURER	PC SA BUS AIDE DECEMBER 2015	569.61
01/25/2016	2	164672	TREAS	CHEBOYGAN COUNTY TREASURER	PC SA TRANSPORTATION DECEMBER 2015	3,718.50

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/25/2016	2	164673	JURY CC	VIKKI KELLEY	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	245.22
01/25/2016	2	164674	JURY CC	DANIEL BARBER	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	223.62
01/25/2016	2	164675	JURY CC	DEBRA BURKHEISER	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	300.51
01/25/2016	2	164676	JURY CC	CATHERINE BETTIS	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	260.42
01/25/2016	2	164677	JURY CC	JESSICA GROSS	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	261.90
01/25/2016	2	164678	JURY CC	ROGER DUFFINEY	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	220.60
01/25/2016	2	164679	JURY CC	THOMAS ZOYIOPOULOS	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	298.15
01/25/2016	2	164680	JURY CC	JAMES BOUSSUM	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	297.07
01/25/2016	2	164681	JURY CC	TIMOTHY TORRICE	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	345.80
01/25/2016	2	164682	JURY CC	LEE SCHLEY	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	269.39
01/25/2016	2	164683	JURY CC	JOSEPH TRYBAN	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	235.56
01/25/2016	2	164684	JURY CC	KAREN DERRIS	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	204.25
01/25/2016	2	164685	JURY CC	DEBRA RUMENAPP	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	274.55
01/25/2016	2	164686	JURY CC	SHANNON PORTMAN	CC JURY CASE #15-5132-FH MILEAGE/PER DIE	236.00
01/26/2016	2	164687	ALLPHASE	ALL-PHASE	MA LIGHT BALLAST	235.50
01/26/2016	2	164688	BLACK BOX	BLACK BOX	MA REPLACEMENT PHONES FOR BUILDING	434.00
01/26/2016	2	164689	CALS	CAL'S MOBILE HEAVY EQUIPMENT	RC TRUCK REPAIR & SERVICE	324.25
01/26/2016	2	164690	DANI K	KAREN DANIEL	PC GUARDIANSHIP REVIEW/DOUGLAS/WICHLACZ/	208.60
01/26/2016	2	164691	DECATUR	DECATUR ELECTRONICS INC	SD RADAR REMOTE	140.00
01/26/2016	2	164692	G SHIPPING	G'S SHIPPING STORE	MA TOILET PAPER	115.00
01/26/2016	2	164693	GALLS	GALLS INCORPORATED	SD CUSTOM FIT BOOT LACES	19.34
					SD BOOTS/JAMIESON	85.48
					SD BOOTS/OZZELLO	93.52
						<u>198.34</u>
01/26/2016	2	164694	OFF DEPOT	OFFICE DEPOT	EQ OFFICE SUPPLIES/FOLDERS/MARKERS/BINDE	187.57
01/26/2016	2	164695	OMHMG	OMH MEDICAL GROUP & MEDCARE	SDJ INMATE DR VISIT 1/19/16	361.00
01/26/2016	2	164696	REGISTER	NORTHWESTERN UNIVERSITY	SD SCHOOL OF POLICE STAFF & COMMAND/TIM	4,000.00
01/26/2016	2	164697	ROSE EXT	ROSE EXTERMINATOR	SDJ EXTERMINATOR	70.00
01/26/2016	2	164698	SCHW J	JEAN SCHWIND	PC GUARDIANSHIP REVIEW/COSIER	53.76
01/26/2016	2	164699	SENIOR CIT	CHEBOYGAN COUNTY COUNCIL	FN SOM SPEC SERV COA 1ST QTR FY 2016	6,250.00
01/26/2016	2	164700	TREAS	CHEBOYGAN COUNTY TREASURER	MA COUNTY RECYCLING PERMIT #1601	2,133.02
01/28/2016	2	164701	ALLO S	SUE ALLOR	BOC COMMISSIONER MILEAGE JANUARY 2016	32.40
01/28/2016	2	164702	BROWN C	CHRISTOPHER BROWN	BOC COMM MILEAGE JANUARY 2016	47.52
01/28/2016	2	164703	CCE	CCE CENTRAL DISPATCH AUTHORITY	AD 4% PHONE SURCHARGE JANUARY 2016	865.25
01/28/2016	2	164704	COUT M	MIKE COUTURE	SRR REIMBURSEMENT FOR BUS PULL OUT	39.42
01/28/2016	2	164705	DANI K	KAREN DANIEL	PC GUARDIANSHIP REVIEW/WELLER	40.80
01/28/2016	2	164706	GAUT B	BRUCE GAUTHIER	BOC COMMISSIONER MILEAGE JANUARY 2016	176.04
01/28/2016	2	164707	GOUJ C	CAL GOUINE	BOC COMMISSIONER MILEAGE JANUARY 2016	3.78
01/28/2016	2	164708	GRULKE	MICHAEL GRULKE	PC REIMBURSEMENT FOR MILEAGE 1/25/16	32.40
01/28/2016	2	164709	JOY VALLEY	JOY VALLEY COUNSELING & CONSULT	PC COURT ORDERED SERVICES	900.00
01/28/2016	2	164710	MATELSKI	ANTHONY MATELSKI	BOC COMMISSIONER MILEAGE JANUARY 2016	27.54
01/28/2016	2	164711	NMS LABS	NMS LABS	CR MEDICAL EXAMINER BLOOD TEST	85.00
01/28/2016	2	164712	NOP	NATIONAL OFFICE PRODUCTS	SD OFFICE SUPPLIES/SHREDDER	524.45
01/28/2016	2	164713	PROLINE	PROLINE GARAGE DOOR SALES	FN CCHS ANIMAL SHELTER GARAGE DOOR PMT #	700.00
01/28/2016	2	164714	REDM P	PETER REDMOND	BOC COMMISSIONER MILEAGE JANUARY 2016	82.08
01/28/2016	2	164715	STOP	SATELLITE TRACKING OF PEOPLE LLC	PC COURT ORDERED SERVICES	399.50
01/28/2016	2	164716	STYF	SAULT TRIBE YOUTH FACILITY	PC ANOTHER COUNTY INSTITUTION	1,080.00
01/28/2016	2	164717	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS P/E 1/23	133,839.09
01/28/2016	2	164718	WALLACE	JOHN WALLACE	BOC COMMISSIONER MILEAGE JANUARY 2016	178.20
01/29/2016	2	164719	CCE	CCE CENTRAL DISPATCH AUTHORITY	FN SOM 911 WIRELESS DISTRIBUTION	37,405.00
01/29/2016	2	164720	DSSI	DRUG SCREEN SOLUTIONS INC	PC COURT ORDERED SERVICES/DRUG TESTING	335.50
01/29/2016	2	164721	DTE	DTE ENERGY	FG/RC GAS CHARGES 456433400011	269.37
01/29/2016	2	164722	FERN FORD	FERNELIUS FORD LINCOLN	CD CLEAM RIMS/VALVE STEM ESCAPE	85.52
01/29/2016	2	164723	FRAZ D	DANIEL FRASIER	PC SA FDTA SPEAKER FEE	50.00
01/29/2016	2	164724	FREESE	CHARLES FREESE	ZBA MTG 1/27/16	70.24
					ZBA SITE VISIT 1/26/16	49.18

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						119.42
01/29/2016	2	164725	HEMMER	RALPH HEMMER	ZBA MTG 1/27/16 ZBA SITE VISIT 1/25/16	56.20 63.76 <u>119.96</u>
01/29/2016	2	164726	INK & TONE	INK & TONER ALTERNATIVE	PZ OFFICE SUPPLIES TONER	129.99
01/29/2016	2	164727	MOORE	JOHN MOORE	ZBA MTG 1/27/16 ZBA SITE VISIT 1/25/16	75.64 42.16 <u>117.80</u>
01/29/2016	2	164728	PROLINE	PROLINE GARAGE DOOR SALES	NEW GARAGE DOOR FOR SHERIFF DEPT.	1,146.00
01/29/2016	2	164729	SPEEDWAY	SPEEDWAY SUPER AMERICA LLC	SRR FUEL CHARGES 12/18/15-1/19/16 100118	325.92
01/29/2016	2	164730	THOM JO	JOHN THOMPSON	ZBA MTG 1/27/16 ZBA SITE VISIT 1/27/16	59.44 46.48 <u>105.92</u>
01/29/2016	2	164731	TREAS	CHEBOYGAN COUNTY TREASURER	TR REIMBURSE POSTAGE FOR PASSPORTS	42.29
01/29/2016	2	164732	TROP CASE	THE TROPHY CASE	PZ OFFICE SUPPLIES/NAME PLATE	12.50
01/29/2016	2	164733	UPS	UNITED PARCEL SERVICE	FN UPS CHARGES 12/27/15-1/23/16	106.17
01/29/2016	2	164734	WBSI	WHITLOCK BUSINESS SYSTEMS INC	EQ 2016 PERS PROPERTY FORMS EQ PERS PROPERTY POSTAGE	497.28 564.21 <u>1,061.49</u>

2 TOTALS:  
 Total of 421 Checks: 1,100,731.04  
 Less 8 Void Checks: 4,330.90  
 Total of 413 Disbursements: 1,096,400.14

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 3 TAX REVOLVING FUND						
01/06/2016	3	6714	DEEDS	REGISTER OF DEEDS	TR RECORD REDEMPTION CERTIFICATES 17	170.00
01/11/2016	3	6715	GBP	GRAND BLANC PRINTING, INC	TR TAX SALE BROADSHEET 10,200 COPIES	578.87
01/11/2016	3	6716	LEXISNEXIS	LEXISNEXIS RISK SOLUTIONS	TR NOV/DEC MINIMUM COMMITMENT	100.00
01/14/2016	3	6717	REF-TREA	JESSICA HUMPHREY	TR REFUND PRE GRANTED DBOR 054-P39-006-0	703.69
01/14/2016	3	6718	REF-TREA	PATRICIA CONSTANTINE	TR REFUND PRE GRANTED DBOR 054-H22-006-0	993.22
01/14/2016	3	6719	REF-TREA	EARL J ARMANTROUT	TR REFUND PRE GRANTED DBOR 052-W59-009-0	1,387.04
01/14/2016	3	6720	REF-TREA	HERVERD L CANELL JR	TR REFUND PRE GRANTED DBOR 052-P38-019-0	603.33
01/14/2016	3	6721	REF-TREA	WILLIAM & DONNA SAUNDERS	TR REFUND PRE GRANTED DBOR 051-P71-000-0	245.36
01/14/2016	3	6722	REF-TREA	ROBERT & CAROLE WHITE	TR REFUND PRE GRANTED DBOR 051-P71-000-0	245.36
01/14/2016	3	6723	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTION P/E 1/9/1	1,429.54
01/21/2016	3	6724	DEEDS	REGISTER OF DEEDS	RD RECORD REDEMPTION CERTIFICATES 17	170.00
01/28/2016	3	6725	TITLE CK	TITLE CHECK LLC	TR 1/12TH OPT IN ADMINISTRATION FEES	2,150.25
01/28/2016	3	6726	TITLE CK	TITLE CHECK LLC	TR CERTIFIED MAILING EXPENSE DECEMBER	5,591.92
01/28/2016	3	6727	TITLE CK	TITLE CHECK LLC	TR CERTIFIED MAILING EXPENSE FEBRUARY 2	7,846.65
01/28/2016	3	6728	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS P/E 1/23	1,270.48

3 TOTALS:

Total of 15 Checks:	23,485.71
Less 0 Void Checks:	0.00
Total of 15 Disbursements:	<u>23,485.71</u>

02/02/2016 03:20 PM  
User: DWREGGLESWORTH  
DB: Cheboygan

CHECK REGISTER FOR CHEBOYGAN COUNTY  
CHECK DATE FROM 01/01/2016 - 01/31/2016

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 5 COUNTY ROAD TRANSFERS						
01/05/2016	5	2100694	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 12/2/15	110,845.60 V
01/05/2016	5	2100695	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 12/7/15	92,224.75 V
01/05/2016	5	2100696	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 12/17/15	132,544.18 V
01/05/2016	5	2100697	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 12/22/15	86,877.50 V
01/05/2016	5	2100698	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 12/30/15	101,683.55 V
01/31/2016	5	21000699	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 1/5/16	81,829.82
01/31/2016	5	21000700	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 1/7/16	43,466.30
01/31/2016	5	21000701	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 1/19/16	82,228.92
01/31/2016	5	21000702	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR COUNTY ROAD TRANSFER 1/20/16	146,510.90

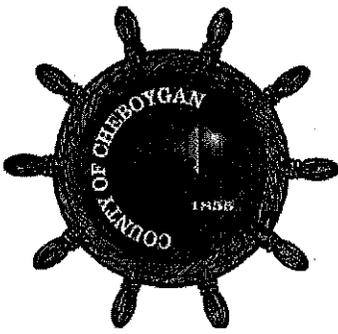
5 TOTALS:

Total of 9 Checks:	878,211.52
Less 5 Void Checks:	524,175.58
Total of 4 Disbursements:	354,035.94

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 9 INMATE ACCOUNT						
01/04/2016	9	9708	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	0.32
01/06/2016	9	9709	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	40.00
01/07/2016	9	9710	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	40.00
01/07/2016	9	9711	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	3,292.85
01/08/2016	9	9712	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	35.00
01/11/2016	9	9713	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	2,100.00
01/11/2016	9	9714	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	20.00
01/11/2016	9	9715	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	60.00
01/17/2016	9	9716	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	352.00
01/20/2016	9	9717	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	60.65
01/21/2016	9	9718	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	600.00
01/21/2016	9	9719	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	33.00
01/24/2016	9	9720	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	79.72
01/25/2016	9	9721	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	60.00
01/25/2016	9	9722	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	1,300.00
01/25/2016	9	9723	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	86.00
01/26/2016	9	9724	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	80.00
01/28/2016	9	9725	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	60.00
01/28/2016	9	9726	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	40.00
01/28/2016	9	9727	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	6,792.01
01/28/2016	9	9728	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	7,025.99

9 TOTALS:

Total of 21 Checks:	22,157.54
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	<u>22,157.54</u>



# Cheboygan County Board of Commissioners' Meeting February 9, 2016

**Title:** Budget Adjustments – Raise/Lower Revenues and Expenditures

**Summary:**

**2016 Budget Adjustments**

General Fund – Fund 101

*Department 139*

The Prosecuting Attorney was awarded a Victim's Rights Grant which covers the period of October 1, 2015 through September 30, 2016. The 2016 budget included the entire grant award of \$50,424 although some of the grant funds were used during the last quarter of 2015. This budget adjustment lowers the expenditure appropriations to adjust the 2016 budget to the amount of the grant that is remaining as of December 31, 2015. This budget adjustment lowers the Victim's Rights Grant revenue line item and the Office Supplies and Postage expenditure line items by a total of \$266.27.

*Department 301*

The Sheriff's Department has received grants specifically for use on drug investigation. There was a remaining balance in this line as of December 31, 2015. This balance needs to be carried over to be used during the 2016 fiscal year. This budget adjustment raises the Fund Equity revenue line item and Drug Investigation expenditure line item by \$3,653.

The Sheriff's Department has received drug forfeitures. There was a remaining balance in this line as of December 31, 2015. This balance needs to be carried over to be used during the 2016 fiscal year.

This budget adjustment raises the Fund Equity revenue line item and Drug Forfeiture Activities expenditure line item by \$6,286.

*Department 337*

The Sheriff's Department applied for an OWI/Seatbelt Enforcement Grant in the fall of 2015. The application amount of \$13,000 was included in the 2016 budget as the award amount was not yet available. The award came in at \$12,910, of which \$1,364 more was allocated to Impaired Driving Enforcement. This budget adjustment lowers the Enforcement Zone Grant revenue line item and the Fringe, Impaired Driving Wages and Seatbelt Wages by a total of \$90.

Drug Court – Adult – Circuit – Fund 267

*Department 134*

The Circuit Court was awarded a Michigan Drug Court Grant Program Grant for the Drug Court which covers the period of October 1, 2015 through September 30, 2016. The 2016 budget included the entire grant award of \$20,000 although some of the grant funds were used during the last quarter of 2015.

This budget adjustment lowers the expenditure appropriations to adjust the 2015 budget to the amount of the grant that is remaining as of December 31, 2015. This budget adjustment lowers the MDCGP – State Grant revenue line item and the Contractual Services expenditure line items by \$5,080.

Department 165

The Circuit Court was awarded a Byrne Grant for the Drug Court which covers the period of October 1, 2015 through September 30, 2016. The 2016 budget included the entire grant award of \$85,000 although some of the grant funds were used during the last quarter of 2015. This budget adjustment lowers the expenditure appropriations to adjust the 2016 budget to the amount of the grant that is remaining as of December 31, 2015. This budget adjustment lowers the Byrne Grant revenue line item and the Contractual Services expenditure line items by \$19,101.

SAYPA – Fund 276

Department 165

SAYPA was awarded a Byrne Grant which covers the period of October 1, 2015 through September 30, 2016. The 2016 budget included the entire grant award of \$80,000 although some of the grant funds were used during the last quarter of 2015. This budget adjustment lowers the expenditure appropriations to adjust the 2016 budget to the amount of the grant that is remaining as of December 31, 2016. This budget adjustment lowers the Byrne Grant revenue line item and several expenditure line items by a total of \$16,370.07.

**Financial Impact:**

Fund 101 total budget increase of \$9,582.73  
Fund 267 total budget *decrease* of \$24,181  
Fund 276 total budget *decrease* of \$16,370.07  
**Total budget *decrease* of \$30,968.34**

**Recommendation:**

Motion to approve the budget adjustments to lower revenues and expenditures \$30,968.34 in the line items provided in the following attachments.

**Prepared by:** Kari Kortz

**Department:** Finance

**LOWER REVENUE AND EXPENDITURE**

General Fund - Fund 101 - Victim's Rights Department 139

101-400-507.01 Pros. Attorney Victim's Rights	\$266.27 -
101-139-727.00 Office Supplies	\$152.09 -
101-139-730.00 Postage	\$114.18 -
101-139-863.10 Travel / Lodging and Meals	\$0.00 -
101-139-977.00 Office Equipment	\$0.00 -

Note: To adjust the budget for the CVR grant funds used during the last quarter of 2015  
10.1.15 through 12.31.15

Signed: Approved at the 2/9/16 BOC Meeting

Prepared by: Kari Kortz

Post date: 1/1/2016



1/27/2016

**RAISE REVENUE AND EXPENDITURE**

General Fund - Fund 101 - Sheriff's Department (301)

101-400-699.00	\$3,653.00 +
Fund Equity	
101-301-744.08	\$3,653.00 +
Drug Investigation	

Grant funds were received in prior years and were designated to be used for enforcement and/or education of the prescription drug abuse problem in Chebogyan County. The remaining balance was not budgeted to rollforward. This budget adjustment creates an appropriation in the amount of funds remaining (not spent) as of December 31, 2015.

Budget Remaining as of 12/31/15	3652.59 Per BS&A
2015 Budget - Carry Forward Should Be	3652.59
Amount Included in the 2016 Budget	0.00
Amendment Required	<u>3653.00</u> Round to the nearest dollar

Signed: Approved at the 2/9/16 BOC Meeting

Prepared by: Kari Kortz

Post date: 1/1/2016



1/27/2016

**RAISE REVENUE AND EXPENDITURE**

General Fund - Fund 101

101-400-699.00 \$6,286.00 +  
Fund Equity

101-301-744.09 \$6,286.00 +  
Drug Forfeiture Activities

Budget Remaining as of 12/31/15	6286.45 Per BS&A
2015 Budget - Carry Forward Should Be	6286.45
Amount Included in the 2015 Budget	<u>0.00</u>
Amendment Required	<u>6286.00</u> Round to the nearest dollar

Signed: Approved at the 2/9/16 BOC Meeting

Prepared by: Kari Kortz

Post date: 1/1/2016



1/27/2016

**LOWER REVENUE AND EXPENDITURE**

General Fund - Fund 101 - Sheriff - Federal Grants

101-400-501.03 Enforcement Zone Grant	\$90.00 -
101-337-712.00 Fringe	\$432.00 -
101-337-705.48 Impaired Driving Enforcement - Wages	\$1,364.00 +
101-337-705.49 Seatbelt Enforcement - Wages	\$1,022.00 -

Signed: Approved at the 2/9/16 BOC Meeting

Prepared by: Kari Kortz

Post: 01/01/2016



**LOWER REVENUE AND EXPENDITURE**

Drug Court - Adult - Circuit - Fund 267

267-400-544.00	\$5,080.00 -
MDCGP - State Grant	
267-134-810.00	\$5,080.00 -
Contractual Services	

Note: To adjust the budget for the grant funds used during the last quarter of 2015.  
10.1.15 through 12.31.15

Signed: Approved at the 2/9/16 BOC Meeting

Prepared by: Kari Kortz

Post date: 1/1/2016



1/27/2016

**LOWER REVENUE AND EXPENDITURE**

Drug Court - Adult - Circuit - Fund 267

267-400-527.00 Federal - Byrne Grant	\$19,101.00 -
267-165-810.00 Contractual Services	\$19,101.00 -
267-165-861.00 Transportation	\$0.00 -
267-165-863.10 Travel / Lodging / Meals Etc.	\$0.00 -

Note: To adjust the budget for the grant funds used during the last quarter of 2015.  
10.1.15 through 12.31.15

Signed: Approved at the 2/9/16 BOC Meeting

Prepared by: Kari Kortz

Post date: 1/1/2016



1/28/2016

**LOWER REVENUE AND EXPENDITURE**

SAYPA Program - Fund 276

276-400-525-25 Federal - Byrne Grant - SAYPA	\$16,370.07 -
276-165-712.00 Fringe	\$3,160.47 -
276-165-718.00 Full-Time	\$4,009.60 -
276-165-719.00 Part-Time	\$0.00
276-165-810.36 Contract/Consultants -DTA	\$6,950.00 -
276-165-810.40 Contract/Cheb Schools	\$2,250.00 -

Note: To adjust the budget for the grant funds used during the last quarter of 2015.  
10.1.15 through 12.31.15

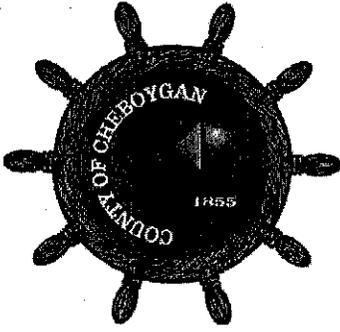
Signed: Approved at the 2/9/16 BOC Meeting

Prepared by: Dawn Wregglesworth

Approved by: Kari Kortz

Post date: 1/1/2016





# Cheboygan County Board of Commissioners' Meeting February 9, 2016

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

**Summary:**

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

**2016 Budget Adjustments**

- When inputting the 2016 budget, the Contractual Services appropriation for the Drug Court Byrne Grant was put in the wrong line item (Office Supplies). This budget adjustment transfers funds from the Office Supplies expenditure line item to the Contractual Services expenditure line item in the amount of \$83,775.

**Financial Impact:**

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

**Recommendation:**

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

**Prepared by:** Kari Kortz

**Department:** Finance







# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** Fairgrounds Event Agreements

**Summary:** I have a list of Fairgrounds events to be approved for this year. They are all events that are scheduled every year and have been before the County board in the past.

**Cheboygan County 4 H:** Would like to use the horse barn, arenas, restrooms and several buildings for their events on May 3<sup>rd</sup>, June 10<sup>th</sup> thru 12<sup>th</sup>, and July 18<sup>th</sup> thru 23<sup>rd</sup>, and July 31<sup>st</sup> 2016.

**Animal Shelter, Garage Sale:** The Humane Society would like to use most of the buildings on the midway August 20<sup>th</sup> thru August 31<sup>st</sup> for their annual garage sale

**Cheboygan County Riders:** would like to the riding arenas for practices on June 2, 5, 9, 23 26, July 7, 14, 28, August 18, 21 and 25<sup>th</sup>. They would also like to use the arenas, horse barn, restrooms and camping sites for two weekend events on June 17<sup>th</sup> - 19<sup>th</sup> and July 8<sup>th</sup> - 10<sup>th</sup>.

**Financial Impact:** All of these groups are nonprofit organizations and they are considered County Adult Nonprofit in our Fairgrounds Policy, therefore they will not be charged for the use of the Fairgrounds.

**Recommendation:** Approve Event Agreements as presented and authorize Chair to sign.

**Prepared by:** Tim Mason

**Department:** Maintenance

## FAIRGROUND EVENT AGREEMENT

THIS AGREEMENT is entered into by the parties to be effective on January 18, 2016, between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 ("County") and Cheboygan County 4-H Program, whose address is 825 S. Huron St, Suite 5, Cheboygan, MI 49721 (Event Holder).

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: (see attached sheet) (the "Property") for the following period: (see attached sheet) (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): Cheboygan County 4-H Program events (see attached sheet for specifics)

### 3. FEE AND DEPOSIT

The Event Holder shall pay to the County a fee of (\$ 0) 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 attorneys 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.

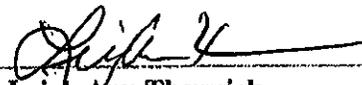
IN WITNESS WHEREOF this Agreement has been executed to be effective on the day and year set forth above.

CHEBOYGAN COUNTY

By: \_\_\_\_\_

Its:

EVENT HOLDER:



\_\_\_\_\_  
Leigh Ann Theunick

Cheboygan County 4-H Program Coordinator

## Cheboygan County 4-H Program Events 2016

Date:	Facility	Event Name:
May 3	4-H Building Horse Tower Main Arena Horse Warm Up Arena Horse Barn Midway Bathrooms -if water is on	Youth Equestrian Program (YEP) Committee meeting and Fairgrounds Spring Clean Up Workbee
June 10-12	Horse Tower Main Arena Horse Warm Up Arena Horse Barn Midway Bathrooms Campsites	YEP's Clinic and Horse Show
July 18-23	4-H Building Rotary Building <i>(we make arrangements with them)</i> Horse Tower Main Arena Horse Warm Up Arena Horse Barn Midway Bathrooms Grand Stand Bathrooms - for showers Campsites	Proud Equestrian Program's Camp Rein or Shine (handicap horseback riding camp)
July 31	All Buildings	Fair Set Up Work Bee

## FAIRGROUND EVENT AGREEMENT

THIS AGREEMENT is entered into by the parties to be effective on August 20th 2016, between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 ("County") and Cheboygan County Hemare Society, whose address is 1536 Heckelburg Rd, Cheboygan, MI 49721 (Event Holder).

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: all buildings and Midway area. (the "Property") for the following period: August 20 - August 31 (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): annual garage sale

### 3. FEE AND DEPOSIT

The Event Holder shall pay to the County a fee of (\$          ) 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 attorneys 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.

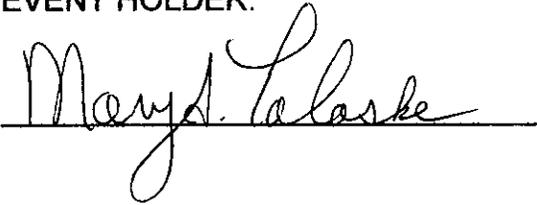
IN WITNESS WHEREOF this Agreement has been executed to be effective on the day and year set forth above.

CHEBOYGAN COUNTY

By: \_\_\_\_\_

Its: Chairperson of the Cheboygan  
County Board of Commissions

EVENT HOLDER:

  
\_\_\_\_\_

### FAIRGROUND EVENT AGREEMENT

THIS AGREEMENT is entered into by the parties to be effective on 11-17-15, between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 ("County") and Cheboygan County Riders, whose address is NM33 Cheboygan MI 49721 (Event Holder).

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: \*riding arenas for practices (the "Property") for the following period: \*Arena, horse barn, bathcoms + camping sites (the "Event Period").

Practice Arena only, June 2, 5, 9, 23, 26 for 2 weekends July 7, 14, 21, 28, Aug 18, 21, 25

#### 2. POSSESSION AND USE OF PROPERTY

\*weekends June 17-19, July 8-10

Event Holder may only use the Property during the Event Period for the following purpose(s): riding practice and weekend campout & educational clinic  
Thursdays + Sundays 2 weekends

#### 3. FEE AND DEPOSIT

The Event Holder shall pay to the County a fee of (\$ 0) 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 attorneys fees. This provision shall apply to any claims by the Event Holder, its agents or any third party.

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- 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:

EVENT HOLDER:

Stephane Tolman



# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** Thumb Tractor Pulling Association, Inc.

**Summary:** Contract for Tractor Pulling on Friday, August 12th at 6:30 p.m. Civil Counsel has reviewed this contract in the past which has remained the same for several years.

**Financial Impact:** The cost of the show is \$7,800. If it is raining the day of the event, County will contact Thumb Tractor Pulling Association by phone and cancel event. There would be no cost. If they've already arrived in Cheboygan and event is rained out before the event starts, County will pay for mileage cost both ways from Carsonville, Michigan. If the show starts and is rained out prior to the half way period of the event, County will have to pay a negotiated amount plus mileage one way. If the show goes more than half way and it gets cancelled because of weather, County must pay full amount.

**Recommendation:** Motion to approve the Thumb Tractor Pulling Association, Inc. Agreement and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration



**Thumb Tractor Pulling Association, INC.  
2016 Class Commitment**

*If more than One (1) session, Please use another commitment sheet.*

**EVENT:** Cheboygan County Fair      **DATE:** August 12, 2016

**SESSION:** 1      **TIME:** 6:30 pm

**CIRCLE ONE:** SUN. MON. TUE. WED. THURS. FRI. SAT.

**POINT CLASSES OF T.T.P.A.**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 5500 V-8 Hot Rods     | <input checked="" type="checkbox"/> 6200 Pro Street Pickup   |
| <input type="checkbox"/> 6000 Farm                        | <input checked="" type="checkbox"/> 6200 Super Stock Pickups |
| <input type="checkbox"/> 6200 Modified Tractor            | <input type="checkbox"/> Hot Diesel Pickups                  |
| <input checked="" type="checkbox"/> 8000 Diesel Pro Stock | <input checked="" type="checkbox"/> 2.5/2.6 Diesel Pickups   |
| <input checked="" type="checkbox"/> 93 Super Farm         | <input type="checkbox"/> Street Legal Pickups                |
| <input type="checkbox"/> 12,000 Open Farm                 | <input type="checkbox"/> 10,000 Farm Tractors                |
| <input type="checkbox"/> Light Limited Supers             |  |

**ALL NON-TTPA CLASSES MUST BE LISTED:** (Example) Street Legal Pickups (Local Only) - 12000 Local Farm (Local Only)

Local Street Legal Pickups

Vehicles must have safety shutoff at the rear of the vehicle.

\$20.00 Hook Fee

Fair pays local purse

**\*TTPA will collect a non-member hook fee. Exhibition vehicles are subject to an additional hook fee if approved by TTPA officials.**

**\*TTPA may refuse any vehicle or class that is deemed unsafe.**

**\*No adding of classes after agreement has been signed – any class change will have to be renegotiated.**

**\*Points Pull – Prerequisite:**

*Promoter will provide a per class pay back or use the TTPA pay back guidelines available by request.*

**NOTE: EFFECTIVE JAN. 1, 2002 ALL TRACTOR CLASSES INCLUDING Local Tractors WILL HAVE AND MEET TTPA WHEELIE BAR RULES.**

\_\_\_\_\_  
**Promoter Signature**

\_\_\_\_\_  
**Date**

**THUMB TRACTOR PULLING ASSOCIATION, INC.**  
**2016 RAIN OUT CONTRACT**

If you need to cancel your pull, you must call TTPA's President (810-537-1137) or Sled hauler Jim Storm (810-614-7751) at least   5   hours before pull start time.

If the sled arrives at you site and the pull gets cancelled because of a rain out, you will pay TTPA at the rate of \$3.00 per mile both ways from Carsonville, Michigan.

If the pull gets cancelled after it's officially been started because of a rain out: but before it has officially reached the half way point, you will pay \$2.00 per mile one way plus half the original contract agreement price.

If the pull reaches the halfway point/plus and is rain out, you will pay the original agreement amount in full.

**EVENT SITE**

NAME:   Cheboygan County Fair  

EVENT DATE:   August 12, 2016  

**PROMOTER SIGNATURE**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

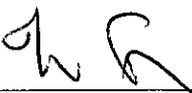
# THUMB TRACTOR PULLING ASSOCIATION, INC. 2016 PULLING EVENT AGREEMENT ADDENDUM

## PROMOTER AGREES TO THE FOLLOWING PREVISIONS:

1. Provide a pulling track to be a minimum 30 feet wide and spectators should be 15 feet behind the track boundary lines and track should be 300 ft. long with at least 75 feet beyond the finish line for safe over run shut down area.
2. Track preparation is required by TTPA to promote a quality show and fair competition for contestants.
3. **Provide the following track maintenance equipment: front end loader (a forklift is not considered a front end loader), two 60-70 hp scraper tractors, packer, water equipment, off set disk/chisel plow and tractor. Also used in case sled needs tow back to start line.**
4. **Operators for above equipment and on site, 2 hours prior to show start time.**
5. **Allow at least two (2) hours for track preparation before the show.** It is up to the Promoter to supply the equipment to prepare the track.
6. TTPA will mark track and help with track preparation. TTPA officer will have jurisdiction over the conduct and management of the track and tractor pull, including track officials and track help.
7. Promoter to allow all sled and track signage.
8. **Provide lighting segregated pit area and adequate crowd control.**
9. **Provide needed track lighting, including start and finish end.**
10. Provide ambulance or fire truck paramedic qualified personal near the track or pit area.
11. Provide your own adequate Spectator Promoter Insurance.
12. TTPA officials reserve the right to refuse competition or exhibition of any vehicle or class that is deemed UNSAFE. This also applies to contestants that do not comply with TTPA General Pulling Rules.
13. Optional workers are available or you may supply them yourself. If TTPA supplies them they are \$75.00 a person, optional workers are hook and unhook people (2).
14. Other people needed are registration clerk and announcer (we can contract supply them).
15. Class registration cut off time is 15 minutes before show starts time.
16. Non-compliance with TTPA class rules by the event promoter is done so by their own risk, therefore the class pull, NO variation of TTPA rules allowed. Example – Mandatory Wheelie Bar Rule.
17. These TTPA officials will be allowed entry of the pull site at NO CHARGE. Sled hauler/operator, Track crew and officials, secretary/registration clerk, treasurer, announcer. All of these carry a TTPA ID card.
18. If a class entry fee is charged at registration, driver and one (1) pit crew will be allowed entrance to the event at NO CHARGE. The maximum amount that can be charged for registration/entry fee is \$20.00.

19. ALL TTPA Promoters are MANDATED by the TTPA to allow FREE Entry for All TTPA Events. This includes Puller/Members, Family (max 5) and TTPA SUPPORT STAFF. All TTPA Members, support staff and family will be carrying official TTPA Membership Cards for your review. If (Non) TTPA card carrying TTPA Member/Puller contestants enter your gate, you are mandated to allow one puller and one pit crew. However, some TTPA promoters Charge Registration Pull fee at the gate, this is acceptable, but family and TTPA support staff will not be charged. Note: Free TTPA Family Members must pay to ride your carnival rides. Free entry is only into the Pulling arena.
20. **Promoter must pay prize money at pull or post within 14 days of pull date.**
21. **TTPA will only run classes listed in the signed Class Commitment Form. Any changes must renegotiate 10 days prior to pulling event.**
22. TTPA, Inc will not be held responsible monetarily by this agreement, any money loss to the event promoter resulting from sled breakdown, Acts of God, Vehicular accidents, or on road semi/sled impairments. TTPA will try to phone the event site number to advise of any problems, if possible.
23. To be considered a points pull, promoter must pay a minimum of 10 places per class and minimum of a class "B Payback".
24. **Contract payment is expected by the end of the event.**
25. An Officer's signature is required on all contract pages.
26. Any deviation from TTPA Safety Rules makes TTPA exempt from any & all liability.

\_\_\_\_\_  
 PROMOTER SIGNATURE

  
 \_\_\_\_\_  
 TTPA SIGNATURE

\_\_\_\_\_  
 DATE

## 2016 ADDENDUM TO EXHIBITOR CONTRACT

This addendum to the exhibitor's contract and the exhibitor's contract are effective and binding on the last date entered below by the signatories to this addendum and exhibitor's contract, ("Exhibition Agreement"), unless otherwise provided in Paragraph 4 below, by and between the Cheboygan County Fair Board (hereafter "Fair Board") P.O. Box 70, 870 South Main Street, Cheboygan, Mi. 49721, and Thumb Tractor Pulling Association, Inc, (hereafter, Exhibitor), 4004 Forester Road, Deckerville, MI 48427 (810) 537-1137 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 2016 Cheboygan County Fair. The terms of this addendum are deemed by the parties to be terms of the exhibitor's contract (Exhibition Agreement) and where the terms of the exhibitor's contract and this addendum conflict, the terms of this addendum shall control.

### 2. PROVISION OF INSURANCE

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

### 3. ASSIGNMENT

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

### 4. REVIEW AND ACCEPTANCE OF AGREEMENT

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

### 5. 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 that 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.

\*Cheboygan County and its employees are responsible for track preparation.

## **7. INDEPENDENT CONTRACTOR**

The Exhibitor represents and agrees that it is an independent contractor with respect to its relationship with the Fair Board and the County of 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 or occupancy of the fairgrounds or violation of this Agreement, including the costs of any litigation or other legal proceeding, and reasonable attorneys fees as provided by or through the Exhibitor's insurance policy and if none available the by the Exhibitor. This provision shall apply to any claims by Exhibitor, its agents or any other third party or any person, business or other entity deriving any and all claims through or on behalf of the Exhibitor in performance of the Exhibition Agreement, as described above.

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

## **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 a business on the premises and in respect to the manner in which it uses the premises.
- C. Exhibitor agrees that if the interest created by this Agreement shall be taken in execution or by other process of law or if Exhibitor shall become bankrupt or insolent, 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 executing on behalf of Exhibitor has the legal authority to do so and to bind the Exhibitor.

- E. If any provisions of this agreement shall be declared invalid or unenforceable, the remainder of the Exhibition Agreement shall continue in full force or effect.
- F. This Exhibition Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- G. The 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 on the day and year set forth below.

**IN THE PRESENCE OF:**

**The Cheboygan County  
Fair Board**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Ron Williams  
Its: President

Dated: \_\_\_\_\_

**Exhibitor**

\_\_\_\_\_  
Witness

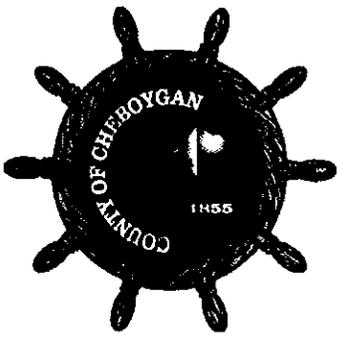
\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
**Peter Redmond, Chairperson  
Cheboygan County Board of Commissioners**

Dated: \_\_\_\_\_



98

# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

<b>Title:</b> Broken Horn Rodeo	
<b>Summary:</b> Contract to hold rodeo event on August 10, 2016. The event would feature seven rodeo acts. Rodeo carries liability insurance and all participants will be required to sign a waiver of liability. Civil Counsel has reviewed this contract in the past which has remained the same.	
<b>Financial Impact:</b> \$12,500 from Fair Budget for service.	
<b>Recommendation:</b> Motion to approve the Broken Horn Rodeo Agreement and authorize the Chair to sign.	
<b>Prepared by:</b> Jeffery B. Lawson	<b>Department:</b> Administration



# BROKEN HORN RODEO

Keeping An American Tradition Alive

4489 Tyler Rd.

Ripley, Ohio 45167

Office: (937) 392-4608 • Home: (937) 392-4932

Jim's Cell: (513) 309-5371 • Sandy's Cell: (513) 313-5086

## RODEO CONTRACT

THIS AGREEMENT, made this 11 day of December, 2015, by and between Cheboygan County Fair  
204 E. LINCOLN AVE CHEBOYGAN, MI 49721  
of the City of Cheboygan State of MI, party of the first part, and **BROKEN HORN RODEO**, party of the second part, is as follows:

Party of the first part does hereby engage the party of the second part to furnish Acts as follows:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Bareback                     | <input checked="" type="checkbox"/> Calf Roping          | <input checked="" type="checkbox"/> Steer Wrestling |
| <input checked="" type="checkbox"/> Saddle Bronc                 | <input checked="" type="checkbox"/> Cowgirls Barrel Race | <input checked="" type="checkbox"/> Team Roping     |
| <input checked="" type="checkbox"/> Bull Riding                  | <input type="checkbox"/> Optional Events                 | <input checked="" type="checkbox"/> Insurance       |
| <input checked="" type="checkbox"/> Contract Act                 | <input type="checkbox"/> Cowgirl Goat Tying              | <input type="checkbox"/> Cowgirl Breakaway Roping   |
| <input checked="" type="checkbox"/> Added Money <u>\$4000.00</u> |  |   |

Party of the second part does hereby engage the party of the first part to furnish acts as follows:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Water for Stock | <input checked="" type="checkbox"/> Tractor or Loader for unloading chutes | <input checked="" type="checkbox"/> Electricity |
| <input checked="" type="checkbox"/> Posters (250)   | <input checked="" type="checkbox"/> Insurance                              | <input checked="" type="checkbox"/> Ambulance   |

Performances to be given by above company, for ONE DAY starting 8-10 2016,  
at the time of \_\_\_\_\_ both performances and ending the 10 day of August 2016,  
and to pay said party of the second part the sum of TWELVE THOUSAND FIVE HUNDRED Dollars (\$12,500.00)  
for the ONE day, and to be paid in payments in cash as follows:

\$ 8500.00 CASH 4 HOURS PRIOR TO START OF PERFORMANCE,  
BALANCE DUE CASH OR CHECK AFTER PERFORMANCE

Party of the second part agrees to have their acts perform to the best of their ability at all times, in suitable wardrobe, and in a correct, painstaking manner. It is understood and agreed that there shall be no deductions in salary on account of bad weather.

It is further agreed that party of the second part shall make no claim of any kind upon the party of the first part, for damages from injuries sustained in the performance of their acts through accidental means or otherwise.

The party of the second part reserves the right to make a substitution of an act or acts in the event a situation arise beyond our control which prohibits the act or acts from being able to appear. The party of the second part agrees that any act or acts that must be substitutes are to be of the same quality and equivalent in price.

**BROKEN HORN RODEO**  
will help you promote and sell advertising.

Special remarks: [ ] Promotion  
Need 2 Prizes for stick horses  
RACE 5+ YRS & lot of 9 yrs of Age!  
BHR has the right to sell their  
memorabilia at Rodeo.

Signed \_\_\_\_\_  
Representing the Party of the First Part  
Broken Horn Rodeo  
Signed Jim McElroy  
Representing the Party of the Second Part

## 2016 ADDENDUM TO EXHIBITOR CONTRACT

This addendum to the exhibitor's contract and the exhibitor's contract are effective and binding on the last date entered below by the signatories to this addendum and exhibitor's contract, ("Exhibition Agreement"), unless otherwise provided in Paragraph 4 below, by and between the Cheboygan County Fair Board (hereafter "Fair Board") P.O. Box 70, 870 South Main Street, Cheboygan, MI 49721, and Broken Horn Rodeo (hereafter, Exhibitor), 4489 Tyler Road, Ripley, OH 45167 (937)392-4608 or (513)309-5371 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 2016 Cheboygan County Fair. The terms of this addendum are deemed by the parties to be terms of the exhibitor's contract (Exhibition Agreement) and where the terms of the exhibitor's contract and this addendum conflict, the terms of this addendum shall control.

### 2. PROVISION OF INSURANCE

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

### 3. ASSIGNMENT

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

### 4. REVIEW AND ACCEPTANCE OF AGREEMENT

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

### 5. 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 that 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 CONTRACTOR**

The Exhibitor represents and agrees that it is an independent contractor with respect to its relationship with the Fair Board and the County of 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 or occupancy of the fairgrounds or violation of this Agreement, including the costs of any litigation or other legal proceeding, and reasonable attorneys fees as provided by or through the Exhibitor's insurance policy and if none available the by the Exhibitor. This provision shall apply to any claims by Exhibitor, its agents or any other third party or any person, business or other entity deriving any and all claims through or on behalf of the Exhibitor in performance of the Exhibition Agreement, as described above.

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

## **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 a business on the premises and in respect to the manner in which it uses the premises.
- C. Exhibitor agrees that if the interest created by this Agreement shall be taken in execution or by other process of law or if Exhibitor shall become bankrupt or insolent, 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 executing on behalf of Exhibitor has the legal authority to do so and to bind the Exhibitor.

- E. If any provisions of this agreement shall be declared invalid or unenforceable, the remainder of the Exhibition Agreement shall continue in full force or effect.
- F. This Exhibition Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- G. The 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 on the day and year set forth below.

**IN THE PRESENCE OF:**

**The Cheboygan County  
Fair Board**

\_\_\_\_\_

By: Ron Williams  
Its: President

Dated: \_\_\_\_\_

**Exhibitor**

\_\_\_\_\_

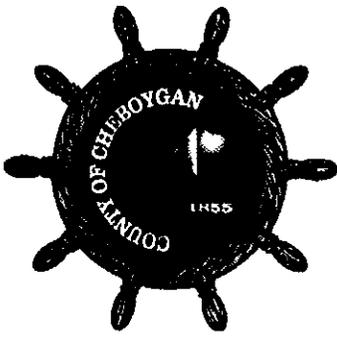
By:  
Its:

Dated: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
**Peter Redmond, Chairperson  
Cheboygan County Board of Commissioners**

Dated: \_\_\_\_\_



# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** Michigan Horsepulling Association, Inc.

**Summary:** The Michigan Horsepulling Association will provide a judge, clerk and event insurance for all horse pulling events on Tuesday, August 9<sup>th</sup>, 2016. Civil Counsel has reviewed this contract in the past which has remained the same for several years.

**Financial Impact:** \$250 from Fair Budget for service.

**Recommendation:** Motion to approve the Michigan Horsepulling Association, Inc. Agreement and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

**MICHIGAN HORSEPULLING ASSOCIATION, INC.**  
**HORSEPULL EVENT CONTRACT**

Location: Cheboygan County Fair Date: August 9, 2016 Time: 7:00 pm  
Tuesday

Your Fair/Festival will provide the following:

1. Adequate parking for all horsepullers with their trucks and trailers.
2. Equipment capable of lifting 1000# weights and an operator for equipment. (Boat pulls only).
3. A public address system for announcing the contest. (The Association can provide one, if necessary.)
4. Entry into your fair/festival for all personnel that the Michigan Horsepulling Association provides.
5. All fees for services rendered by MHPA will be paid on the day of contest to the individuals providing the services.
6. Event Insurance must be paid with the signed contract, prior to April 15 of the event year.

\*\*\*This Insurance Fee is Non-Refundable\*\*\*

The Michigan Horsepulling Association can provide the following services to our fair/festival, for the agreed upon fees listed below. If any services listed below are not required, please cross them out, and initial the changes.

	PRICE	FAIR/FEST. SUPPLIES
Event Insurance (Due with contract)	<u>125.00</u>	
Contest: Boat & Weights	<u>/</u>	<u>provided by fair</u>
Judge (1 Judge is Mandatory)	<u>75.00</u>	
Clerk	<u>50.00</u>	
Announcer	<u>/</u>	<u>provided by fair</u>
Contest: Dynamometer Truck (Includes Fuel Charge)		
Judge (1 Judge is Mandatory)		
Clerk		
Announcer		

Trophies to be awarded by Fair/Festival: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ Other \_\_\_\_\_ (please specify)

Premium checks for horse pullers will be issued: Day of Pull \_\_\_\_\_ Mailed  \_\_\_\_\_  
 Entry Fee will be returned to exhibitor who places out of the premiums: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Pull will be for: Heavyweights  \_\_\_\_\_ Lightweights \_\_\_\_\_  
 Entry Fee 25.00 \_\_\_\_\_ Entry Fee \_\_\_\_\_

Premiums:  
 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_ 9. \_\_\_\_\_ 10. \_\_\_\_\_  
 11. \_\_\_\_\_ 12. \_\_\_\_\_ 13. \_\_\_\_\_ 14. \_\_\_\_\_ 15. \_\_\_\_\_ 16. \_\_\_\_\_ 17. \_\_\_\_\_ 18. \_\_\_\_\_ 19. \_\_\_\_\_ 20. \_\_\_\_\_

Fair/Festival Authorized Representative: \_\_\_\_\_ phone #: \_\_\_\_\_ Date: \_\_\_\_\_  
 Michigan Horsepulling Association, Inc. Authorized Representative: Bern Reed phone#: (231) 864-2030 Date: 1/1/2016

The Michigan Horsepulling Association, Inc. encourages all Fairs/Festivals to conduct random drug testing of horses at horse pulling events. If your Fair/Festival wishes to have drug testing performed at the above listed event, please contact us for more information. Thank you for the opportunity to serve you.

## 2016 ADDENDUM TO EXHIBITOR CONTRACT

This addendum to the exhibitor's contract and the exhibitor's contract are effective and binding on the last date entered below by the signatories to this addendum and exhibitor's contract, ("Exhibition Agreement"), unless otherwise provided in Paragraph 4 below, by and between the Cheboygan County Fair Board (hereafter "Fair Board") P.O. Box 70, 870 South Main Street, Cheboygan, MI 49721, and Michigan Horsepulling Association, Inc, (hereafter, Exhibitor), 9528 Glovers Lake Road, Bear Lake, MI 49614 (231)864-2030 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 2016 Cheboygan County Fair. The terms of this addendum are deemed by the parties to be terms of the exhibitor's contract (Exhibition Agreement) and where the terms of the exhibitor's contract and this addendum conflict, the terms of this addendum shall control.

### 2. PROVISION OF INSURANCE

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

### 3. ASSIGNMENT

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

### 4. REVIEW AND ACCEPTANCE OF AGREEMENT

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

### 5. 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 that 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 CONTRACTOR**

The Exhibitor represents and agrees that it is an independent contractor with respect to its relationship with the Fair Board and the County of 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 or occupancy of the fairgrounds or violation of this Agreement, including the costs of any litigation or other legal proceeding, and reasonable attorneys fees as provided by or through the Exhibitor's insurance policy and if none available the by the Exhibitor. This provision shall apply to any claims by Exhibitor, its agents or any other third party or any person, business or other entity deriving any and all claims through or on behalf of the Exhibitor in performance of the Exhibition Agreement, as described above.

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

## **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 a business on the premises and in respect to the manner in which it uses the premises.
- C. Exhibitor agrees that if the interest created by this Agreement shall be taken in execution or by other process of law or if Exhibitor shall become bankrupt or insolent, 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 executing on behalf of Exhibitor has the legal authority to do so and to bind the Exhibitor.

- E. If any provisions of this agreement shall be declared invalid or unenforceable, the remainder of the Exhibition Agreement shall continue in full force or effect.
- F. This Exhibition Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- G. The 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 on the day and year set forth below.

**IN THE PRESENCE OF:**

**The Cheboygan County  
Fair Board**

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Ron Williams  
Its: President

\_\_\_\_\_  
Dated: \_\_\_\_\_

**Exhibitor**  
\_\_\_\_\_  
By:  
Its:

**Approved as to form:**

\_\_\_\_\_  
**Peter Redmond, Chairperson  
Cheboygan County Board of Commissioners**

Dated: \_\_\_\_\_



# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** Animal Oasis (Mobile Petting Zoo)

**Summary:** Animal Oasis will provide exotic and farm animals for the public to view free of charge during the August 8-13 Fair week. Civil Counsel has reviewed this contract in the past which has remained the same for several years.

**Financial Impact:** \$4,200 from Fair Budget for service.

**Recommendation:** Motion to approve the Animal Oasis Agreement and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration



Event date(s): **August 8-13, 2016** Start time: **open** End time: **close**

Organization/Event: **Cheboygan County Fair**

Organization Mailing Address: **PO Box 307, Cheboygan, MI 49721**

Contact person: **Dan O'Henley**

Contact phone: **231-627-7051** Email: **ohenleyd@yahoo.com**

Contact cell phone: **231-420-6548** Fax:

Event location address: **204 E. Lincoln Avenue, Cheboygan, MI 49721**

Price: \$700 x 6 days = Total: \$ **4200.00**

Special provisions/notes:

**\*Please note: Payment in full is due on the day of (or final day of) event.**

Petting Farm (32' x 40')  Camel Rides (30' x 30')  Exotic Exhibit (85' x 20')  Bird Encounter (20' x 30')

**Event holder shall supply:**

- Electricity: Two (2) 110v minimum, 30-50 amp service
- Water: **access** to water at ALL times; **hook up** at events over 2 days

**Animal Oasis shall supply:**

- Variety of healthy, unique, well-behaved exotic and farm animals\*
  - Knowledgeable and courteous staff
- \*Due to the nature of this business, animals may be subject to change.*

Engagements are rain or shine and are guaranteed to take place, by both parties, on the date(s) specified, unless a rain date is included in this contract. A cancellation fee of 100% of the event fee will be imposed if the event is cancelled within 10 business days of the scheduled event. Strobel Enterprises, LLC maintains valid comprehensive general liability insurance. Neither Animal Oasis nor Strobel Enterprises, LLC's name or likeness may be used as an endorsement of any product, service, or event, without its prior written consent. This contract will become null and void if it is not returned within 30 days of the Animal Oasis representative signature below.

**Please return a signed copy of this contract to: Animal Oasis, 11936 Hogan Highway, Clinton, MI 49236**

*I have read and agree to the terms of this contract.*

Signature: \_\_\_\_\_

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

**Event Representative**

Signature: Donald Strobel

Date: 1-20-16

**Animal Oasis Representative (Strobel Enterprises, L.L. C., by Donald Strobel, Member)**

Don Strobel  
Clinton, MI.  
TheAnimalOasis.com  
[info@TheAnimalOasis.com](mailto:info@TheAnimalOasis.com)  
734-368-1649 or 517-456-4128

## 2016 ADDENDUM TO EXHIBITOR CONTRACT

This addendum to the exhibitor's contract and the exhibitor's contract are effective and binding on the last date entered below by the signatories to this addendum and exhibitor's contract, ("Exhibition Agreement"), unless otherwise provided in Paragraph 4 below, by and between the Cheboygan County Fair Board (hereafter "Fair Board") P.O. Box 70, 870 South Main Street, Cheboygan, MI. 49721, and Animal Oasis, (hereafter, Exhibitor), 11936 Hogan Highway, Clinton, MI 49236 (734)368-1649 or (517)456-4128 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 2016 Cheboygan County Fair. The terms of this addendum are deemed by the parties to be terms of the exhibitor's contract (Exhibition Agreement) and where the terms of the exhibitor's contract and this addendum conflict, the terms of this addendum shall control.

### 2. PROVISION OF INSURANCE

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

### 3. ASSIGNMENT

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

### 4. REVIEW AND ACCEPTANCE OF AGREEMENT

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

### 5. 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 that 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 CONTRACTOR**

The Exhibitor represents and agrees that it is an independent contractor with respect to its relationship with the Fair Board and the County of 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 or occupancy of the fairgrounds or violation of this Agreement, including the costs of any litigation or other legal proceeding, and reasonable attorneys fees as provided by or through the Exhibitor's insurance policy and if none available the by the Exhibitor. This provision shall apply to any claims by Exhibitor, its agents or any other third party or any person, business or other entity deriving any and all claims through or on behalf of the Exhibitor in performance of the Exhibition Agreement, as described above.

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

## **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 a business on the premises and in respect to the manner in which it uses the premises.
- C. Exhibitor agrees that if the interest created by this Agreement shall be taken in execution or by other process of law or if Exhibitor shall become bankrupt or insolent, 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 executing on behalf of Exhibitor has the legal authority to do so and to bind the Exhibitor.

- E. If any provisions of this agreement shall be declared invalid or unenforceable, the remainder of the Exhibition Agreement shall continue in full force or effect.
- F. This Exhibition Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
- G. The 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 on the day and year set forth below.

**IN THE PRESENCE OF:**

**The Cheboygan County  
Fair Board**

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Ron Williams  
Its: President

**Exhibitor**

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

**Approved as to form:**

\_\_\_\_\_  
**Peter Redmond, Chairperson  
Cheboygan County Board of Commissioners**

Dated: \_\_\_\_\_

**CHEBOYGAN COUNTY BOARD OF COMMISSIONERS  
ORGANIZATIONAL/FINANCE BUSINESS MEETING  
January 12, 2016**

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

Roll called and a quorum present.

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

**Absent:** None

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

**Commissioner Redmond opened the Organizational Meeting at 9:30 AM**

Commissioner Redmond affirmed that he will continue serving the remainder of a two-year term as Chairperson of the Board of Commissioners.

Commissioner Redmond opened the floor for nominations for the Cheboygan County Board of Commissioners Vice Chairperson. Commissioner Matelski nominated Commissioner Allor for Board Vice Chairperson supported by Commissioner Brown.

**Motion** by Commissioner Wallace, seconded by Commissioner Gauthier to close nominations and cast a unanimous ballot for Sue Allor as Vice Chair of the Cheboygan County Board of Commissioners. Motion carried with 7 yes, 0 no and 0 absent.

Commissioner Redmond presented the current Cheboygan County Mission and Vision Statement.

**Motion** by Commissioner Matelski, seconded by Commissioner Allor to reaffirm the language of the current Cheboygan County Mission and Vision statements for 2016. Motion carried with 7 yes, 0 no and 0 absent.

Commissioner Redmond reviewed and distributed copies of Committee Appointments. Commissioner Redmond stated that Board and Committee Appointments mirror the appointments from 2015.

**Motion** by Commissioner Brown, seconded by Commissioner Allor to accept the 2016 Board of Commissioners Board and Committee Appointments. Motion carried with 7 yes, 0 no and 0 absent.

Commissioner Redmond addressed the Cheboygan County Board of Commissioners meeting calendar for 2016. The two regular meetings will continue to be held on the second and fourth Tuesday of every month, with the Finance/Business meetings held on the second Tuesday at 9:30 AM and the Committee of the Whole meetings to be held on the fourth Tuesday at 9:30 AM. Tri-County 9-1-1 meeting is also tentatively scheduled for May 2016.

**Motion** by Commissioner Allor, seconded by Commissioner Matelski to adopt the meeting calendar for 2016 as presented. Motion carried with 7 yes, 0 no and 0 absent.

Commissioner Redmond addressed the Cheboygan County Board of Commissioners Meeting Rules of Order for 2016. Commissioner Redmond stated no changes were made besides changing the current year. Commissioner Allor asked about the words "shall identify themselves" when addressing the Board. Commissioner Redmond affirmed that understanding. Civil Counsel stated it is generally for the benefit of the minutes.

## Organizational/Finance Business Meeting – January 12, 2016

**Motion** by Commissioner Wallace, seconded by Commissioner Allor to adopt the 2016 Rules of Order for the Cheboygan County Board of Commissioners as presented. Motion carried with 7 yes, 0 no and 0 absent.

Commissioner Redmond addressed the make-up of the Community Corrections Advisory Board for 2016. Commissioner Redmond stated that the 2015 Advisory Board was comprised of Judge Scott Pavlich, Judge Maria Barton and Judge Robert Butts.

**Motion** by Commissioner Matelski, seconded by Commissioner Gouine to re-appoint Judge Scott Pavlich, Judge Maria Barton and Judge Robert Butts to serve as members of the Community Corrections Advisory Board for 2016. Motion carried with 7 yes, 0 no and 0 absent.

### Commissioner Redmond closed the Organizational Meeting at 9:43 AM

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

**Motion** by Commissioner Matelski, seconded by Commissioner Gauthier, to approve the consent agenda as follows:

- A. Approve Monthly Finance Claim (Finance total = \$77,631.22; Prepays total = \$890,692.57)
- B. Budget Adjustments
- C. MMRMA 2015 Annual Report
- D. Top O Michigan Outboard Racing Club Request for Waiver of "No Wake"
- E. Correspondence
  1. Oceana County Resolution in Opposition to House Bills 4947 through 4966
- F. Minutes
  1. Committee of the Whole Meeting of November 24, 2015 and Finance/Business Meeting of December 8, 2015
  2. Health Board – 11/17/15
  3. NEMCOG – 10/15/15 & 11/23/15
  4. Cheboygan County Fair Board – 11/2/15 and 12/7/15
  5. Cheboygan County Road Commission – 11/19/15, 12/3/15 and 12/17/15
  6. Cheboygan City Council – 11/24/15 and 12/8/15
  7. Planning Commission Meeting – 11/4/15, 11/18/15 and 12/2/15

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

### CITIZENS COMMENTS

Undersheriff Tim Cook addressed the Board to recognize Tony and Roberta Matecki for their financial support of the Cheboygan County Sheriff's Department Canine Unit. Undersheriff Cook stated that Tony and Roberta donated \$22,000 in support of the Canine Unit. Undersheriff Cook, on behalf of the Sheriff's Department, thanked the Matelskis' for their continued financial generosity. Commissioner Redmond, on behalf of the Board of Commissioners and the citizens of Cheboygan County, also thanked Tony and Roberta Matelski for their generosity.

### SCHEDULED VISITORS – None

### FINANCE DIRECTOR'S REPORT

Finance Director Kari Kortz presented the revenue and expenditures report for the General Fund for the month ended November 30, 2015. She reported total year-to-date revenue of \$10,745,098.60, or 90.86% of budget, compared to \$10,251,616.35, or 90.16% of budget last year at the same time. Ms. Kortz reported expenditures year-to-date of \$9,236,919.55 or 78.11% of budget, compared to \$9,348,543.47, or 82.21%, last year as of the end November. Ms. Kortz presented the Cash Summary by Fund Report.

## Organizational/Finance Business Meeting – January 12, 2016

### ADMINISTRATOR'S REPORT

Administrator Lawson stated that NLEA is going to meet with Cheboygan and Antrim counties regarding broadband consortium discussion.

Commissioner Redmond stated that a Quit Claim Deed for the Fairground property has been executed and received from the Fair Board to Cheboygan County and has been recorded with the Register of Deeds. Commissioner Redmond stated there is prospect of grant funding to repair fairground facilities. Commissioner Wallace asked for an updated list of all the property the County now owns. Commissioner Gouine stated he would like to see a strong effort for obtaining grant funding.

### COMMITTEE REPORTS

Commissioner Gauthier attended a graduation party for Decisions to Action participants, presentation by Oil and Water Don't Mix organization regarding Enbridge Line 5, a Planning Commission meeting, SAYPA lunch, MSU Focus Group, and a NEMCSA meeting. Commissioner Gauthier stated that the Board Appointments and Procedures Committee meeting is scheduled for next week.

Commissioner Gouine attended a Fair Board meeting, a Road Commission meeting, a Planning Commission meeting, and an Airport Authority Board meeting.

Commissioner Matelski attended two Planning Commission meetings, two Road Commission meetings, and a ZBA meeting.

Commissioner Brown attended a Munro Township meeting, a Mackinaw Township meeting, Village of Mackinaw Council meeting, MSU Focus Group meeting, graduation party for Decisions to Actions participants, and a ZBA meeting. He stated the board should reinstate the County Economic Development Corporation. Commissioner Wallace said the EDC will require some financial assistance from the County,

Commissioner Wallace attended a 9-1-1 meeting, township meetings, a Northeast Consortium meeting, and a NEMCOG meeting. Discussion was held.

Commissioner Allor attended the MSU Focus Group, presentation by Oil and Water Don't Mix organization regarding Enbridge Line 5, a District No. 4 Health Board meeting, a Planning Commission meeting, an LEPC meeting, and a Walker Township meeting.

Commissioner Redmond attended a District No. 4 Health Board meeting, a Benton Township meeting, and an LEPC meeting.

**OLD BUSINESS** – None

### NEW BUSINESS

County Planner Scott McNeil presented Zoning Ordinance Amendment #132 regarding Ginop Conditional Rezoning. Discussion was held.

**Motion** by Commissioner Brown, seconded by Commissioner Gauthier to adopt Zoning Ordinance Amendment #132 and in connection to the amendment of the zoning map and conditional rezoning of property currently zoned Lake and Stream Protection (P-LS) and Agriculture and Forestry Management District (M-AF), to Commercial Development District (D-CM) subject to the following condition, as authorized by Section 405 of the Michigan Zoning Enabling Act, being MCL 125.3405: The uses allowed for the described property shall be limited to equipment and farm machinery sales, repair, rental and washing as provided in section 6.2.2. and Indoor Storage Facilities as provided in section 6.3.16 of the Cheboygan County Zoning Ordinance #200. The Cheboygan County Board of Commissioners hereby incorporates into this record all Planning Commission public hearing minutes and all documents submitted to the planning commission in connection with its consideration of the conditional rezoning and

## Organizational/Finance Business Meeting – January 12, 2016

the Cheboygan County Board of Commissioners hereby adopts as its own findings made by the Cheboygan County Planning Commission at its meeting on November 18, 2015 on the rezoning factors considered by the Planning Commission on the conditional rezoning. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Community Development Director Steve Schnell presented the 2016 Cheboygan County Recreation Plan. Discussion was held. Mr. Schnell stated that individual township recreation plans will be referenced in the County recreation plan.

**Motion** by Commissioner Gauthier, seconded by Commissioner Allor to approve Resolution #16-02 and authorize the Chairperson to sign any necessary documentation required to submit the Recreation Plan to the Michigan Department of Natural Resources to obtain Recreation Plan Certification. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Lawson presented Brown Builders, Inc. payment no. 3 for work at the Animal Shelter. The agreement requires 10% retainage be held on completed work. Staff recommends that no retainage be held for work completed.

**Motion** by Commissioner Gouine, seconded by Commissioner Brown to authorize payment of \$7,210 to Brown Builders, Inc. as identified on payment request No. 3 with no retainage being held for completed work. Discussion was held. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Lawson presented the AIA Agreement with Tri-County Excavating for Phase II Animal Shelter Fill and Septic System Installation. Three proposals were received and Tri-County Excavating was the low bid at \$36,000.

**Motion** by Commissioner Matelski, seconded by Commissioner Gouine to approve AIA Document A 105-2007 Standard Form Agreement in the amount of \$36,000 with Tri-County Excavating and authorize the Chairperson to sign. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Lawson presented an Amendment to the 2016 Attorney Contract for Delinquency and Child Protection Proceedings substituting Attorney Timothy MacArthur for Attorney Fred Feleppa. Mr. Feleppa recently became an Assistant Prosecutor for Cheboygan County,

**Motion** by Commissioner Allor, seconded by Commissioner Brown to approve the amendment to the 2016 Attorney Contract for Delinquency and Child Protection Proceedings and authorize the Chairperson to sign. Discussion was held. Motion carried with 7 yes, 0 no and 0 absent.

Finance Director Kari Kortz presented the Purchasing Policy Revision – Sole Vendor Listing 300-2A to add Decatur Electronics, Inc. at the request of the Sheriff's Department for their specialized radar units.

**Motion** by Commissioner Allor, seconded by Commissioner Matelski to adopt the revised Sole Vendor Listing 300-2A to become effective January 13, 2016. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Finance Director Kari Kortz presented the 2016 Fee Resolution #15-015 Amendment #1 for a proposed change to recycling fees regarding growth in the household hazardous waste drop off. Discussion was held.

**Motion** by Commissioner Matelski, seconded by Commissioner Gouine to adopt Amendment #1 to Resolution #15-015 – 2016 Fee Resolution to become effective January 12, 2016 and authorize the Chairperson to sign. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Undersheriff Tim Cook presented the Michigan Municipal Risk Management Authority Risk Avoidance Program Grant to purchase and install 6 bumper guards with wrap around lights and fender protection systems on patrol cars.

## Organizational/Finance Business Meeting – January 12, 2016

**Motion** by Commissioner Brown, seconded by Commissioner Matelski to approve the submission of the MMRMA RAP grant and contingent on approval of the MMRMA RAP grant the purchase and install (6) bumper guards with wrap around light and fender protection systems for patrol cars and authorize the necessary budget adjustments. Discussion was held regarding the push bar possibility of causing more damage as a result of a crash and the additional cost of maintenance to the equipment. A roll call vote was held. Motion carried with 7 yes, 0 no and 0 absent.

Undersheriff Tim Cook presented Cheboygan County Sheriff Department Road Patrol Pay Adjustment Proposal regarding Deputy Dean Tebo based on the wealth of experience and skills he brings to the Cheboygan County Sheriff's Department.

**Motion** by Commissioner Wallace, seconded by Commissioner Brown to approve the proposal that Deputy Dean Tebo be taken to the Appendix "A" three (3) salary range (\$22.95) above the normal start rate due to qualifications, ability, special skills and/or experience and approve necessary budget adjustments effective January 1, 2016. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

County Clerk Mary Ellen Tryban presented the Annual Remonumentation Agreements including 2016 Surveyor Agreements, individual Peer Group Agreements and Administrative Staff Services Agreement. Discussion was held.

**Motion** by Commissioner Matelski, seconded by Commissioner Gauthier to approve the Professional Service Agreement between Cheboygan County and Granger and Associates for Remonumentation beginning January 1, 2016 and authorize the Chairperson to sign. Motion carried with 6 yes, 1 no (Commissioner Wallace) and 0 absent.

**Motion** by Commissioner Allor, seconded by Commissioner Matelski to approve the Professional Service Agreement between Cheboygan County and Fullford Surveying & Mapping for Remonumentation beginning January 1, 2016 and authorize the Chairperson to sign. Motion carried with 6 yes, 1 no (Commissioner Wallace) and 0 absent.

**Motion** by Commissioner Brown, seconded by Commissioner Gauthier to approve the Professional Service Agreement between Cheboygan County and Ecker Surveying, Inc. for Remonumentation beginning January 1, 2016 and authorize the Chairperson to sign. Motion carried with 6 yes, 1 no (Commissioner Wallace) and 0 absent.

**Motion** by Commissioner Matelski, seconded by Commissioner Brown to approve the individual Remonumentation Peer Group Services Agreements between Cheboygan County and Ronald Brand, Carl Kiiskila, Brian Fullford, Alan Granger and Jeff Ecker for the period beginning January 1, 2016 and ending December 31, 2016 and authorize the Chairperson to sign. Motion carried with 6 yes, 1 no (Commissioner Wallace) and 0 absent.

**Motion** by Commissioner Brown, seconded by Commissioner Allor to approve the Administrative Staff Services Agreement between Cheboygan County and Granger & Associates, Inc. for the period beginning January 1, 2016 and ending December 31, 2016 and authorize the Chairperson to sign. Motion carried with 6 yes, 1 no (Commissioner Wallace) and 0 absent.

Administrator Lawson presented 2016 Wage and Salary Resolution #16-01 – Non-union General Employees. Administrator Lawson stated that a Wage and Salary analysis has been conducted over all positions in the municipality utilizing comparable data from Emmet County, Otsego County, Antrim County, Chippewa County and Charlevoix County. Administrator Lawson stated that a majority of Cheboygan County positions were behind the average salary for the comparable units and the recommendation is to bring salaries up to the average of comparable counties over the next 3 – 5 years. Discussion was held. Commissioner Allor stated she does not understand the rationale of increasing salaries that may be up to 12% over the average. Administrator Lawson said those positions were raised 1% for inflation. The salary of Administrator Lawson will remain the same for 2016 at his request.

**Organizational/Finance Business Meeting – January 12, 2016**

**Motion** by Commissioner Gauthier, seconded by Commissioner Brown to adopt the 2016 Salary and Wage Resolution – Non-Union General Employee #16-01 to be effective January 1, 2016, authorize the Chairperson to sign and approve the necessary budget adjustments. A roll call vote was taken. Motion carried with 7 yes, 1 no (Commissioner Allor) and 0 absent.

Administrator Lawson presented the AFSCME Union Contract.

**Motion** by Commissioner Matelski, seconded by Commissioner Brown to approve the three-year Contract effective January 1, 2016 between Cheboygan County Board of Commissioners, Cheboygan County Clerk, Cheboygan County Treasurer, Cheboygan County Prosecutor and the American Federation of State, County and Municipal Employees Council No. 25 AFL-CIO and Cheboygan County Building Employees Chapter of Local No. 1325 (AFSCME) and authorize the Chairperson to sign. A roll call vote was taken. Motion carried with 6 yes, 1 no (Commissioner Gouine) and 0 absent.

Administrator Lawson presented the GELC Union Contract.

**Motion** by Commissioner Wallace, seconded by Commissioner Gauthier to approve the three-year contract effective January 1, 2016 between Cheboygan County Board of Commissioners, the Sheriff of Cheboygan County and the Governmental Employees Labor Council and authorize the Chairperson to sign. A roll call vote was taken. Motion carried with 6 yes, 1 no (Commissioner Gouine) and 0 absent.

Administrator Lawson presented the POLC Command Officers Union Contract.

**Motion** by Commissioner Matelski, seconded by Commissioner Brown to approve the three-year contract effective January 1, 2016 between Cheboygan County Board of Commissioners, the Sheriff of Cheboygan County and the Police Officers Labor Council – Command Officers and authorize the Chairperson to sign. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Lawson presented the POLC Road Patrol Officers Union Contract.

**Motion** by Commissioner Brown, seconded by Commissioner Allor to approve the three-year contract effective January 1, 2016 between Cheboygan County Board of Commissioners, the Sheriff of Cheboygan County and the Police Officers Labor Council-Command Officers and authorize the Chairperson to sign. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

**CITIZENS COMMENTS** – None

**BOARD MEMBER COMMENTS**

Commissioner Matelski noted that the Presque Isle County Prosecutor is suing four of the Presque Isle County Board of Commissioners.

Commissioner Wallace noted that he had a large wooden bumper.

Commissioner Gouine commented on the good condition of roads in Levering and Mackinaw City after snowfall, having recently went to Mackinaw City for an appointment at the VA Clinic.

**Motion** by Commissioner Matelski, seconded by Commissioner Brown, to adjourn to the call of the Chairperson. Meeting adjourned at 11:50 A.M.

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Mary Ellen Tryban  
Cheboygan County Clerk/Register

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Peter Redmond  
Chairperson

DRAFT

**CHEBOYGAN COUNTY BOARD OF COMMISSIONERS  
COMMITTEE OF THE WHOLE MEETING  
JANUARY 26, 2016**

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

Roll called and a quorum present.

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

**Absent:** None

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

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

**CITIZENS COMMENTS**

Joanne Cromley, a citizen of Koehler Township, addressed the Board on behalf of the Straits Area Concerned Citizens for Peace, Justice and the Environment to thank them for adopting the Enbridge Pipeline Resolution and commends the Board on inviting an expert regarding the pipeline to present findings.

Leonard Page, a citizen of Grant Township, addressed the Board to inform them there are now four counties who have adopted the Enbridge Pipeline Resolution – Cheboygan, Emmet, Alcona, and Presque Isle counties and that there are efforts in four other counties to pass the same as there are 18 counties total affected by the Enbridge Pipeline.

**SCHEDULED VISITORS**

Commissioner Redmond, on behalf of the Board of Commissioners and the citizens of Cheboygan County, presented a Certificate of Appreciation to Barbara Rotter for her 15+ years of service on the Cheboygan County Board of Canvassers. Ms. Rotter was present to accept her certificate and thanked the Board.

Commissioner Redmond, on behalf of the Board of Commissioners and the citizens of Cheboygan County, presented a Certificate of Appreciation to Mary Street for her 12 years of service on the Cheboygan County Zoning Board of Appeals. Ms. Street was not in attendance.

Cheboygan County Road Commission Manager Brent Shank presented updates on Road Commission projects. Commissioner Allor commented that she has received positive comments from Townships about the Road Commissions work. Commissioner Wallace and Commissioner Brown has also noticed and heard positive feedback. Sheriff Clarmont thanked Mr. Shank for the quick responses received by the Sheriff's Department from the Road Commission for emergency situations. Cheboygan County Road Commission Board member Ken Paquet thanked the citizens of Cheboygan County for recently passing the Road Millage. Mr. Paquet stated there has been financial participation from townships in repairing road ways. Cheboygan County Road Commission Board member Bob Chadwick thanked the Board of Commissioners for the opportunity to serve on the Road Commission again.

Steve Rolands from the State Michigan Veterans Affairs Agency presented information on the Northern Michigan Veterans Coalition. THE NMVC is a local organization for Cheboygan County with hopes to be a self-sustaining organization. Mr. Rolands stated that the NMVC groups to unify

## COMMITTEE OF THE WHOLE – January 26, 2016

providing information regarding resources and benefits for veterans. Commissioner Gauthier commented on the completeness of NMVC's organizational structure and wished them luck on their goals.

Veterans Services Director Melissa Hokans presented the 2014-2015 Annual Veterans Services Report. Commissioner Gouine asked Ms. Hokans why only 14% of walk-in veterans received appointments in the County Veteran Services office. Ms. Hokans stated that it is the case that some veterans don't show up for appointments, but that she handles veterans as soon as they walk into the office and if she cannot handle their request she schedules an appointment for them with a service officer. Commissioner Gauthier asked Ms. Hokans if she expects to be fully accredited this year. Ms. Hokans affirmed that she does. Commissioner Gauthier asked about the small amount of money distributed through the emergency funding available to veterans in 2015 and if the amount went to help a veteran. Ms. Hokans stated that it did help veterans. Commissioner Gauthier asked about the process to receive emergency funds as a veteran. Commissioner Brown asked about the process regarding veteran's claims through the Veteran's Assistance Fund. Ms. Hokans stated that the Veterans Assistance Fund is funded completely by donations and there is a \$250 maximum allocation restricting that fund. Commissioner Brown asked why there isn't a greater number of small allocations from that fund. Ms. Hokans stated that her hands are tied with paperwork she has to have and it is not an instant process. Ms. Hokans stated that there hasn't been very many allocations from that fund because she is understaffed. Commissioner Allor stated that based on her personal experience the amount of paperwork for a veteran to complete to receive services is voluminous. Commissioner Matelski asked Ms. Hokans if most of the veterans she deals with in Cheboygan are elderly. Ms. Hokans affirmed. Commissioner Matelski asked if there are any younger veterans. Ms. Hokans said there are young people coming in asking for help for their elders.

Dr. Ed Timm made a presentation on the Enbridge Line 5. Dr. Timm noted that pitting corrosion is the greatest issue for an aging "vintage" pipeline which creates numerous holes in the pipeline that can't be patched. Commissioner Brown asked about the origination of a photograph used in Dr. Timm's presentation. Dr. Timm was not certain where the photograph came from. Commissioner Brown commented on pressure, pipe integrity and maintenance. Discussion was held. Commissioner Gauthier asked about the truthfulness of certain items in an Enbridge media release article. Discussion was held.

### **ADMINISTRATOR'S REPORT**

Administrator Lawson reported that the 9-1-1 Committee of County Administrators met on January 20 with the 9-1-1 Management staff to discuss a position review to evaluate the possible creation of a mid-level management position at 9-1-1. Administrator Lawson stated that the committee will develop a report for 9-1-1.

Administrator Lawson stated that the bids for the heating and cooling systems for the animal shelter project and the Reid building project will be opened on January 28, 2016 in the Administrator's Office. He stated that an AIA agreement will be provided for Board approval at the February 9, 2016 meeting.

Administrator Lawson stated that the Case Management NEMCOG employee for the Drug Court program is retiring in March and that Judge Pavlich has requested for the position to be reviewed as a County employee at 40-hours per week at the same or lower cost than the NEMCOG Agreement depending on the hourly wage set for the position.

He said Judge Butts has indicated he would like to be on the agenda for the February 9, 2016 Board Meeting to discuss salary increase percentages for several of his court positions. Administrator Lawson noted that the comparable data used for wage increases was provided to department heads and wage increases were based on averages in the region. Some positions do not have good comparable data, or do not match up at all. Administrator Lawson stated that

**COMMITTEE OF THE WHOLE – January 26, 2016**

Judge Butts doesn't agree and feels the Board should make the final decision regarding wage increases. Commissioner Matelski, Commissioner Allor and Commissioner Redmond all stated they have already approved the final budget, but will hear what the Judge has to say.

Administrator Lawson stated that the Community Development department staff has received notification from the State that the County has been awarded an \$186,000 MSHDA Housing Grant. Administrator Lawson stated that staff will be meeting with Emmet County staff on Wednesday to being preliminary discussion concerning the possible expansion of transportation service in Emmet County. Commissioner Matelski asked if Emmet County is requesting the expansion. Commissioner Redmond stated that Emmet County was part of the original rotation and they want to expand on their services. Discussion was held. Commissioner Brown noted about the potential of a weekend Straits Regional Ride Service run to Mackinaw City during Summer months.

**OLD BUSINESS** – None

**NEW BUSINESS** – None

**BOARD MATTERS FOR DISCUSSION** – None

**CITIZENS COMMENTS** – None

**BOARD MEMBER COMMENTS**

Commissioner Allor was happy that Dr. Timm came and gave a presentation. She stated that we do have a pipeline that runs through the straits and under Indian River and the "what ifs" are a scary thought for all those miles that could be affected. She stated that she also recognizes the tax base provided by Enbridge; looking at money over environmental safety.

Commissioner Brown stated that he also appreciated Dr. Timm's presentation but acknowledged there could be credibility issues with someone who reports on things that could happen in a hypothetical matter. Commissioner Brown states that he supports oversight for assurance things are being taken care of. Discussion was held.

Commissioner Matelski stated that he was disappointed in the presentation. He stated that the only facts presented were regarding breaks in pipes and he still has a lot of questions. Commissioner Matelski would like to speak with someone from Enbridge.

**Motion** by Commissioner Matelski, seconded by Commissioner Wallace, to adjourn to the call of the Chair. Motion carried. Meeting adjourned at 12:01 P.M.

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Mary Ellen Tryban  
County Clerk/Register

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Pete Redmond  
Chairperson

Health Board Meeting  
December 15, 2015

The regular meeting of the District No. 4 Health Board was called to order by Chairman Bert LaFleche, December 15, 2015, at 10:00 a.m. The meeting was held in the Conference Room, Doris E Reid Center, Cheboygan County.

**ROLL CALL**

**Present:**

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

**Absent:**

**Excused:**

Lawson

**Others Present:**

Judy Greer, Joshua Meyerson, Scott Smith, Karen Nowicki-Compeau, Brad Rider – DHD#4 Health Officer effective 1-1-16

**AGENDA CHANGES**

None.

**MINUTES**

**November 17, 2015 Health Board Minutes:** Motion by Lang with support from Peterson to approve the November 17, 2015 Health Board Minutes as amended. Ayes all, motion carried. Change attendance from Sorgenfrei to Lang.

**CLAIMS**

**November 24, 2015 through December 11, 2015:** Motion by Redmond with support from Allor to approve the Listing of Claims submitted from November 24, 2015 through December 11, 2015, Roll call vote. Ayes all, motion carried.

RECEIVED

JAN 2 2016

CHEBOYGAN CO. CLERK

**PUBLIC COMMENT**

Joshua Meyerson introduced Brad Rider to the Board of Health. Rider will take over as the Administrative Health Officer effective January 1, 2016.

Northern Michigan Public Health Alliance Handout was distributed by Meyerson. Meyerson discussed the Michigan Premier Public Health Conference and at that conference the State awards the Director's Award. Meyerson explained the purpose of the Director's Award. Meyerson presented the Board with the Director's Award to the Board. Meyerson asked that we get a photo of the Board with the trophy and send it to the newspapers.

**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 increased through October 31, 2015 is \$285,063.16.

**Alpena County Older Persons Grant Agreements:** Greer discussed the Alpena County Older Persons Millage. We have had two different applications, Adult Day Care and Medication Manager. Adult Day Care received \$36,000; an increase of \$7,000 and Medicine Manager received \$28,000; an increase of \$ 9,000.

Motion by Peterson with support by Adrian authorizing Meyerson and Chairman LaFleche to sign the agreements for the Alpena County Older Persons Grant Agreements. Ayes all, motion carried.

**PERSONAL HEALTH NURSING DIRECTOR'S REPORT** Byers-Phillips was absent from today's meeting. Karen Nowicki-Compeau gave the report.

**Maternal/Infant Health Audit:** We had a Maternal/Infant Health Audit on December 2-3, 2015. Nowicki-Compeau explained the past history of the audits in this program. We are able to continue to operate for the next 18 months. Meyerson explained in more detail the amount of time necessary to correct the issues and commended Nowicki-Compeau on her work.

**Accreditation:**

Meyerson explained that EH sailed through accreditation. Meyerson has not seen this happen in the two health departments that he is involved in. In Personal Health Services – CSHCS is a new kid on the block. Meyerson expressed his gratitude to the staff.

## **ENVIRONMENTAL HEALTH DIRECTOR'S REPORT**

**Type II Revised Total Coliform Rules:** In April 2016, a major change to the requirements for public water supplies takes effect. The change is an amendment to the Safe Drinking Water Act and is called the Revised Total Coliform Rule or RTCR. This will effectively change the monitoring requirements for bacteriology and increase operator accountability and regulatory oversight. The substantive changes include: emphasis on a "find and fix" approach; focus on E.coli vs coliform water quality impairment; increased monitoring for bacteriology; seasonal start-up certification activities; additional water supply assessment requirements.

In response to the changes, the Environmental Health Division will be doing educational outreach through letters and development of forms and materials to assist facilities in maintaining compliance with rule changes. The RTCR will increase the oversight, and possibly enforcement burden for our division and increase the volume of samples for the Northern Michigan Regional Laboratory. Although anticipated workloads and staff time are estimated to increase significantly, the impacts will take some time to be fully realized.

Discussion among the Board occurred in regards to these changes. Smith explained the current procedure and what the revised rules are requiring. He also explained what will happen if someone chooses to not monitor. There were concerns expressed about the new total coliform rules and required extra sampling and the extra cost to the facilities.

**Food Technology Grant:** Smith informed the Board that the Department has received a \$20,000 grant from the United States Food and Drug Administration for Food Safety Program. The grant money will be used to equip the Environmental Health staff to conduct the routine consultations/inspections. Items will include updates to our data management system such as computers, printers and scanners, as well as thermometers, safety equipment and other items needed for facility inspections. Along with this there is funding through another avenue for the new software.

## **MEDICAL DIRECTOR'S REPORT**

**Communicable Disease Report:** The report for period November 1, 2015 through November 30, 2015 was mailed to the Board with the packet for the month.

**Physician's Update:** Meyerson's Physician's Update has been distributed to area physicians. Meyerson highlighted areas of interest.

**ADMINISTRATIVE HEALTH OFFICER'S REPORT**

**HIV Funding:** Meyerson was involved in a conference call in the past several months. Three of our four counties were identified for risk of Hepatitis C and HIV. On November 23, 2015 some of our staff received training on a new rapid HIV test. We will receive the test kits at no additional cost. Meyerson discussed the additional funding in the amount of \$ 45,000 that the Department will be receiving to provide coordination for the HIV Program. The plans are to increase secretarial support by 2 days freeing up some time from the Abstinence program for Cathy Goike our Health Educator to coordinate the HIV program.

**Department Truck and Mobile Unit:** Meyerson requested that Matt Radocy our Emergency Preparedness Coordinator obtain a quote to dispose of the truck and mobile unit. Meyerson had communication with our attorney and he stated that we would need to get an appraisal of these two items and recommended that we attempt to sell them for that cost. He also recommended that we get Board of approval to move forward with disposal of these items.

Motion by Lang with support by Peterson to advertise and attempt to sell the Truck and Mobile Unit. Discussion occurred. It was mentioned to attempt to sell them as separate items with a sealed bid due by a certain date. Also, include on the department website. Advertise in the Alpena News, Cheboygan Daily Tribune, Montmorency Tribune and the Presque Isle Advance. Roll call vote. Ayes all, motion carried.

**MyInsight:** Meyerson discussed the current state of our software. We are working through the Northern Michigan Public Health Alliance helping fund this purchase. Meyerson had Brad Rider discuss the My Insight Agreement that needed to be signed before the end of the year to ensure that we can get our purchase price for the new software locked in and receive the best possible price.

Motion by Altman with support by Lang authorizing Meyerson, Administrative Health Officer sign the My Insight Agreement as presented. Roll call vote. Ayes all, motion carried.

**NEW BUSINESS**

Adrian wanted to thank the staff for all the work done through the accreditation process.

**OLD BUSINESS**

None.

**ADJOURNMENT**

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

Adjournment 11:29 a.m.

\_\_\_\_\_  
Bert LaFleche, Chairman

\_\_\_\_\_  
Carl Altman, Secretary/Treasurer

\_\_\_\_\_  
Judy Greer, Recording Secretary

**Northeast Michigan Community Service Agency, Inc.**  
**BOARD OF DIRECTORS**  
**Ogemaw Commission on Aging (Senior Center) West Branch, MI**  
**January 8, 2016**

The regular meeting of the NEMCSA Board of Directors was called to order by Vice President Patricia Rondeau at 12:43 p.m.

**ROLL CALL**

Carol Athan	
Stuart Bartlett	Jennifer Lopez
Earl Corpe	Dawn Lawrence
Lee Gapczynski	John Morrison
Jean Garratt	Leonard Page
Bruce Gauthier	Sharon Priebe
Kenneth Glasser	Corleen Proulx
Albert LaFleche	Pat Rondeau
Aubrey Haskill	Kathleen Vichunas
Mary Hess	Rose Walsh
Meagan Holmes	Carol Wenzel
Melissa Holt	Virginia Zygiel

**Excused:** Lyn Behnke, Sue Flewelling, Mark Grantner, Pete Hennard, Jack Mahank, Gerald Wall

**Absent:** Bob Cudney, Steve Lang

**Quorum present** - yes

**Staff Members Present:**

Lisa Bolen, Bob Cain, Arnie Deller, Karen Godi, Linda McGillis, Dorothy Pintar, Diane Price, Jim Robarge, and Sue Zolnierok

**APPROVAL OF AGENDA**

Vice President Patricia Rondeau asked if there were any corrections or amendments to the agenda. Hearing none the agenda stood as presented.

**CONFLICT OF INTEREST DISCLOSURES**

None

Prior to the Call to Order the Ogemaw Commission on Aging Center Director led the Board in the Pledge of Allegiance followed by a moment of silence.

John Morrison provided reflections

**INTRODUCTION OF GUESTS AND PUBLIC COMMENT**

Members introduced their guests.

No public comment.

### **ADMINISTRATIVE CONSENT AGENDA APPROVAL**

Vice President Patricia Rondeau asked if anyone would like to pull any item from the Administrative Consent Agenda for further discussion or individual vote. None being noted – Vice President Patricia Rondeau stated that the Administrative Consent Agenda, including

- a. Approval of December 2015 draft meeting minutes
- b. Approval of Head Start/Early Head Start Budget Revision

is adopted as presented.

### **COMMUNICATION**

Vice President Patricia Rondeau read correspondence from Michigan Department of Health & Human Services (MDHHS) Bureau of Community Action & Economic Opportunity (BCAEO) dated December 16, 2015, stating that they have closed the Quality Assurance monitoring visit from December 3, 2015. Any findings and/or corrective action plans will be reviewed during the next scheduled monitoring visit.

### **INFORMATION ITEMS**

#### **Executive Director's Report: Lisa Bolen**

Lisa read highlights from the Directors report. In addition, Lisa noted that the agency wide Risk Assessment has been completed. A report will be given to the full board in February.

#### **Program Presentation – Client Services Weatherization Program**

Bob Cain, Client Services Program Director and Arnie Dellar, Weatherization Inspector, gave a presentation on the Weatherization Program. Bob provided some demographics and Arnie provided a slide show of homes.

#### **Financial Report – Jim Robarge**

Jim Robarge distributed and reviewed the Statement of Financial Condition, for the Low Income Home Energy Assistance Program (LIHEAP) and the Department of Energy – Weatherization as of December 31, 2015. Jim also reviewed the financial report for Head Start/Early Head Start program funds as of December 31, 2015.

**Motion** by Ken Glasser to receive and file the financial report. Support by Rose Walsh. All ayes. Motion carried.

### **COMMITTEE REPORTS**

#### **Program Planning and Evaluation Committee – Jack Mahank**

No meeting. No report.

#### **Audit/Finance Committee – Ken Glasser**

No meeting. No report

#### **Membership Committee – John Morrison**

No meeting. No report.

**Early Childhood Services Ad Hoc Committee – Jean Garratt**

No meeting. No report.

**Personnel Committee – Meagan Holmes**

The Personnel committee reviewed and discussed two Executive Director Performance Evaluation forms. The selected evaluation form will be sent to all board members with their February monthly packet. Members will be asked to complete the form and bring it with them to the February Board meeting, those unable to attend the February meeting were asked to complete and mail it.

**NEW BUSINESS**

The Head Start Policy Council draft meeting minutes were distributed prior to the meeting.

The February board meeting will be held at The Sanctuary Inn in Alpena on February 5, 2016.

**Motion** by Bert LaFleche to adjourn the meeting at 1:47 p.m. Support by Dawn Lawrence. All ayes, Motion carried.

Date Prepared: January 8, 2016

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

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

**Talent retention is the new attraction.** We all know that talent is an important part of business. Without the talent to produce the product or perform the service it really doesn't matter how many business contracts your company has.

At a recent discussion forum of area **Growth Company CEO's**, participants shared their approaches to this common challenge. As our economy creeps towards zero unemployment (3% of the unemployed are considered "un-employable"), companies are doing some exciting and creative things to retain the quality talent they have. More engagement, decision making, self-directed teams, access to company information, work-life integration and recreation "perks" are some of the ideas we've heard. (Surprisingly, often times it's not just about the money)



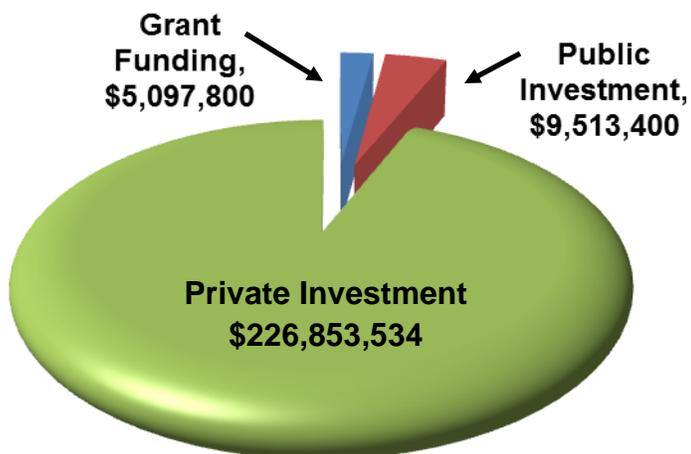
**What are you doing to keep/attract talent to your company?** We're compiling a "top 20" list and we'd love to hear (and include) you. Please send me your thoughts and ideas: [andy@northernlakes.net](mailto:andy@northernlakes.net) Remember... "when we all work together, we all win together" so please don't be bashful about sharing!

2016 is shaping up to be a terrific year! I can't wait to see how it un-folds!

Andy Hayes, President

## Projects In Progress

**42 Community & Business Assistance Projects**



**Total Investment- \$ 241,464,734**

362 Anticipated Jobs Created  
367 Anticipated Jobs Retained  
8 Anticipated Business Startups

## Clients Counseled & Time Invested (2015)

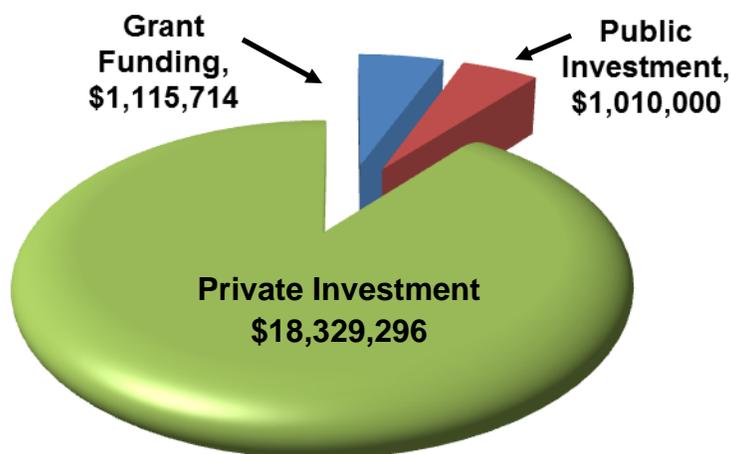
154 Clients and 3032 hours

## Website Statistics

Year	Unique visitors	Number of visits	Pages viewed
2015	18,429	40,058	129,872

## Completed Projects (2015)

**48 Community & Business Assistance Projects**



**Total Investment- \$ 20,455,010**

234 Jobs Created  
666 Jobs Retained  
6 Business Startup

## Up-coming Event Highlights:

2/17-DNR Recreation Grant Workshop-Traverse City  
3/2-Pure Michigan Automotive Summit-Detroit

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

## Cool Stuff: 1% Have the Courage

Follow Your Dreams: Be an Entrepreneur-Inspirational Video for all the risk takers out there.

<https://www.youtube.com/watch?v=CzJEF4DGCWU>

**MINUTES OF THE BOARD**  
**November 19, 2015**  
**North Country Community Mental Health**  
**Commissioner's Room**  
**Antrim County Building**  
**203 E. Cayuga**  
**Bellaire, MI**

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

**BOARD MEMBERS ABSENT:** Dennis Priess, Ron Iseler, Joel Evans

**STAFF:** Alexis Kaczynski, Christine Gebhard, Joan Booth,  
Julie Moran

**GUESTS:** Diane Denholm

Mr. Ginop called the meeting to order at 4:30 p.m.

**ROLL CALL**

Mr. Ginop welcomed the Board members and staff to the meeting.

**PUBLIC COMMENT**

There was no public comment.

**CONSENT AGENDA**

**Financial Statement – Provider Operations - North Country CMH:**

Balance on Hand, Sept 30, 2015	\$6,572,753.60
Receipts, Adjustments & Transfers, Oct.	\$1,793,880.26
Total Disbursements & Adjustments, Oct.	\$4,088,696.24
Decrease in Cash Balance	(\$2,294,815.98)
Balance, Oct. 31, 2015	\$4,277,937.62

\*Approximately \$1,577,523 has been advanced from the State of Michigan and has been encumbered for outstanding bills.

**Financial Statement – Managed Care Operations - North Country CMH:**

Balance on Hand, Sept. 30, 2015	\$ 23,044.32
Receipts, Adjustments & Transfers, Sept.	\$
Total Disbursements & Transfers, Oct.	\$
Increase in Cash Balance	\$
Balance, Oct. 31, 2015	\$ 23,044.32

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

**MOTION BY LOUIS SCHOLL, SECOND BY BOB BOYD, TO APPROVE THE CONSENT AGENDA FROM THE OCTOBER BOARD MEETING. MOTION CARRIED.**

**Information (I) Items from Committee reports**

Information items were included in the committee minutes.

**Privileging Recommendations**

There was one privileging recommendation this month.

**COMMITTEE RECOMMENDATIONS – BOARD ACTION**

**Building Committee**

Ms. Kaczynski reported on the canopy project in Petoskey and the bidding process. The first bids came in high so the design firm rebid and found a residential/light commercial builder who was interested in the work. The Executive Committee met and approved the project and authorized her to contract with Shore Stone Custom Builders.

**MOTION BY LOUIS SCHOLL, SECOND BY SR. AUGUSTA STRATZ, TO APPROVE THE CONTRACT WITH SHORE STONE CUSTOM BUILDERS. MOTION CARRIED.**

Ms. Kaczynski indicated that she has copies of the bid if any of the Board members would like to read it. The concrete has been poured and the masonry has been completed on the north side of the building. A bond was needed and the contractor was asked to secure it. The cost will be passed on to the agency.

**ACTION ITEMS – WITHOUT COMMITTEE REVIEW**

Ms. Kaczynski reviewed the Confidentiality Use and Disclosure Policy. She reported that the Department of Health and Human Services issued a mandatory standard release form to use for all health providers and this policy was revised to reflect that.

**MOTION BY CHRISTIAN MARCUS, SECOND BY KARLA SHERMAN, TO APPROVE THE CONFIDENTIALITY USE AND DISCLOSURE POLICY. MOTION CARRIED.**

**PRESENTATION**

**Transformation of Day Programs**

Ms. Moran introduced herself and explained the changing face of day program services. She indicated that this is changing because of new regulations and clients' needs and wants. The Inclusion Practice Guideline establishes policy and standards for the delivery of all services to foster inclusion. The inclusion practice standard was explained.

Ms. Moran discussed the Olmstead Decision that came out of the Americans with Disabilities Act (ADA) which is intended to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities. She explained how two women in Georgia, living in an institution, filed suit under the ADA integration mandate to have services provided in the community and won in court. In 2009, the year of community living, the Civil Rights Division made an aggressive effort to enforce the Olmstead Decision. The integration mandate has been applied in a wide variety of contexts including day programs. She gave some examples of states that did not comply. Next she talked about the Home and Community-based Waiver Rules Changes. These entail new regulations for Habilitation Supports Waiver renewals. Michigan has until March 17, 2019 to comply with the mandate and develop a statewide transition plan. The site review protocol evaluates an individual's opportunity to seek work, connect with community life, receive services in the community, and control personal interests.

Under Executive Order 2015, Employment First in Michigan, it is required that individuals be integrated in a setting with persons that do not have disabilities. All state departments and agencies provide these services to support persons with disabilities. She explained that NCCMH funds six traditional day programs; two directly operated and four under contract. Self-determination is an option. They are increasing/diversifying the provider panel and encouraging active selection of providers. Funding from day programs is being redirected to support consumer choice. They are promoting the option of services directly from the home and funding and focusing on competitive employment. Creativity is being encouraged. Ms. Moran provided a graph on the number of clients served and the total units provided as well as reviewing the factors dictating change.

Discussion was held on how to handle a situation with an individual who may have made a choice that they were not capable of doing and how this could be rectified. A discussion was also held about prisoners who are diagnosed as mentally ill. Ms. Kaczynski refocused the discussion and attempted to reiterate the main points of the presentation, that being the retreat from center-based day programming to community integration. There will be challenges in the months and years ahead as North Country CMH attempts to refocus its services to be in compliance with current regulation.

## **DIRECTOR'S REPORT/COMMUNICATIONS**

Ms. Kaczynski drew the board's attention to an article in the packet from the Cheboygan Daily Tribune. This article gave erroneous information causing misleading conclusions to be made. It referred to reductions in funding for Straits Area Services and also increases in salary and fringe line items in the North Country CMH budget, inferring that these changes caused a salary increase of 8.5% for staff. Ms. Kaczynski wrote a letter to the Cheboygan County commissioners explaining the errors in the newspaper article. She reviewed this letter with the Board paragraph by paragraph. It is important for the Board to understand what the truth is. It was explained that North Country CMH formerly held the managed care responsibilities for the region until December 31, 2013. The division that did this work was called the Northern Affiliation, and a staff was employed to fulfill these responsibilities. In 2014, the region was enlarged and the managed care responsibilities were transferred to the Northern Michigan Regional Entity. For ease of transition, the

## NCCMH Board Minutes – November 19, 2015

NMRE picked up the staff of the Northern Affiliation, but rather than hire them itself, acquired them through a staff leasing arrangement with North Country CMH. This was more cost effective and efficient for everyone concerned. This represented the \$1 million increase in salary and fringe costs shown in the NCCMH budget from FY 13 to FY 15. At the point that Northern Michigan Substance Abuse Services (NMSAS) transferred responsibility for the management of substance use disorder services to the NMRE, North Country hired staff to do this work also, which represented another substantial increase in salary and fringe, about \$420,000. NCCMH also leases staff to Alcona Health Center to provide behavioral health services. With the loss of General Funds these staff members might have been laid off, but have been able to retain employment under this arrangement. NMRE had the opportunity to take their staff into their own employ earlier this year, but decided against it, as the additional cost for health insurance alone would have been \$25,000. There are other advantages to this leasing arrangement that were explained to the board.

Ms. Kaczynski made it clear that staff salaries have increased by only 2% since 2013 and there is no increase planned for this year. North Country CMH is the lowest paying agency in the region for key staff positions.

She discussed Straits Area Services. The reason its budget was reduced is because several clients “self-determined” out of the program and the money followed the clients. Transportation costs for SAS are extremely high and North Country CMH has always assisted in subsidizing these. SAS negotiated a reduced contract because they were willing to do their own last mile transport. In FY 15, transportation costs for SAS were \$138,000. For Bergmann Center and Crossroad Industries, transportation costs were approximately equal at about \$45,000. The SAS Director is working on community integration and setting up programs to bring people to them. In conclusion on this issue, Ms. Kaczynski explained that North Country is a complex agency with 231 staff members and that staffing is always changing and one cannot draw simple conclusions without further explanation.

In further news, Ms. Kaczynski reported that the agency has submitted applications under the Universal Service Fund and explained what the fund is. If the agency is successful it could save about \$64,000 in rate reductions in the first year. This program is renewable each year.

Also, the agency has submitted a Risk Avoidance Program grant application to the Michigan Municipal Risk Management authority (our insurer) for the canopy project. She explained that there were five incident reports that prompted this project. MMRMA will review the grant in January. If funded, this grant could lower the cost of the project and therefore the amount that will be depreciated over a period of 15 years.

Ms. Kaczynski reported on the current pressures on the State General Funds in the system. The FMAP (federal share of Michigan’s Medicaid match) is dropping from 65.5% to 65.15% due to the drop in the state’s unemployment. The HICA tax will rise to 1% from .75%, but even with this increase the HICA/Use tax revenue budget is short by \$130 million. The first year of the state match for the Healthy Michigan Program (3.7% of the

cost) is estimated to be between \$118 - \$130 million. There are a number of additional gaps which bring the grand total shortfall to \$410 million, and this is before road funding.

### **LONG RANGE PLAN/QUALITY IMPROVEMENT UPDATES**

Ms. Gebhard distributed the report and these data are reported for the third quarter claims. Of the services audited 99.4 % were validated. The agency did very well for that quarter. Regarding performance indicators all were met except inpatient screening within three hours which is a little low.

### **NORTHERN MICHIGAN REGIONAL ENTITY**

Ms. Kaczynski referred to the minutes in the packet and referred to the poor regional performance. Elements of this performance included the DHHS site review report, claims submission timeliness, performance indicators and claims verification. In addition, completion of Supports Intensity Scale (SIS) evaluations, i.e., functional assessments of persons with developmental disabilities, is a requirement with a timeline that CMH boards are laboring under. This is a state requirement with no money attached to hire and train a person to do it. NCCMH is doing well to extremely well on most requirements, and this is important because there is a monetary withhold in the contract the NMRE has with the state. The NMRE must earn this back through top performance. The one area of difficulty North Country experienced was timeliness of claims data, and this has been corrected and will not happen again. Staff has communicated with contractors and reinforced expectations in this regard.

### **OLD BUSINESS**

There was no new business this month. Ms. Kaczynski, Ms. Gebhard, Sr. Augusta Stratz, Mr. Liss and Mr. Averill attended the fall conference. Ms. Kaczynski reviewed the details of the regional meeting and reported that the Outstanding Professional Services Award was given to Mike Vizena, outgoing Director of the Association. Mr. Vizena is leaving his position and Bob Sheehan, the new director, was seated. Lynda Zeller presented a “Key Issues Update from the MDHHS”. The plenary session on the last day was offered by Stuart Ellis-Myers, a man with Tourette’s syndrome, who was an engaging presenter. The lunchtime plenary session on substance use and abuse and health care was extremely informative.

### **NEW BUSINESS**

Mr. Liss referred to an event that he planned to attend hosted by Catholic Human Services on the Michigan Marijuana Update. He planned to report on it today but it was cancelled because of the demonstrations that have been happening at other such events.

Ms. Kaczynski discussed the yearly dinner after the December Board meeting and asked if the members wished to continue this tradition. It was decided to have the dinner following the December meeting.

NCCMH Board Minutes – November 19, 2015

Mr. Scholl informed everyone that on December 12 from 2-4 p.m. a holiday event will be held for agency clients at the Helena Township Hall in Alden. Ms. Booth will send a copy of the invitation to the Board members.

Ms. Kaczynski indicated that there will be a Program Committee meeting in December and she will provide the committee members with possible dates and times.

**MOTION BY KARLA SHERMAN, SECOND BY BOB BOYD, TO ADJOURN THE MEETING AT 6:15 P.M. MOTION CARRIED.**

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Ed Ginop, Board Chair

**MINUTES OF THE BOARD**  
**December 17, 2015**  
**North Country Community Mental Health**  
**Board Room**  
**1420 Plaza Drive**  
**Petoskey, Michigan**

**BOARD MEMBERS PRESENT:** Sr. Augusta Stratz, Ed Ginop, Ron Iseler,  
Dan Plasencia, Karla Sherman, Robert Boyd,  
Louis Scholl, Christian Marcus, Sue Allor,  
Dennis Priess, Gary Averill

**BOARD MEMBERS ABSENT:** Joel Evans, Craig Crambell, Paul Liss

**STAFF:** Alexis Kaczynski, Christine Gebhard, Joan Booth

Mr. Ginop called the meeting to order at 4:30 p.m.

**ROLL CALL**

Mr. Ginop welcomed the Board members and staff to the meeting.

**PUBLIC COMMENT**

There was no public comment.

**CONSENT AGENDA**

**Financial Statement – Provider Operations - North Country CMH:**

Balance on Hand, Oct. 31, 2015	\$4,277,937.62
Receipts, Adjustments & Transfers, Nov.	\$3,564,902.40
Total Disbursements & Adjustments, Nov.	\$3,417,186.75
Increase in Cash Balance	\$ 147,715.65
Balance, Nov. 30, 2015	\$4,425,643.27

\*Approximately \$1,725,239 has been advanced from the State of Michigan and has been encumbered for outstanding bills.

**Financial Statement – Managed Care Operations - North Country CMH:**

Balance on Hand, Oct. 31, 2015	\$ 23,044.32
Receipts, Adjustments & Transfers, Nov.	\$
Total Disbursements & Transfers, Nov.	\$
Decrease in Cash Balance	\$
Balance, Nov. 30, 2015	\$ 23,044.32

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

**MOTION BY KARLA SHERMAN, SECOND BY ROBERT BOYD, TO APPROVE THE CONSENT AGENDA. MOTION CARRIED.**

**Information (I) Items from Committee Reports**

Information items were included in the committee minutes.

**Privileging Recommendations**

There were no privileging recommendations this month.

**COMMITTEE RECOMMENDATIONS – BOARD ACTION**

There were no committee meetings this month.

**ACTION ITEMS – WITHOUT COMMITTEE REVIEW**

There were no action items this month.

**PRESENTATION**

**Environmental Scan**

Mr. Schneider introduced himself and described the NMRE and its functions. He gave an environmental scan from the PIHP perspective. He explained the expansion of the autism benefit and the current special behavioral health program from 18 months through age five. Certified behavioral analysts are needed and the demand for this service is great. The benefit will be expanded to age 21. This has been put on the contract agenda but was tabled by the Department of Health and Human Services because of other items such as what the number estimates are; how much demand there is; etc. However it must be done by January 4. The payment methodology is being changed and he explained this. Any costs in excess of the fee screens cannot be covered by Medicaid. He spoke to the department and believes that they will remove this requirement. The agency has 85 children enrolled in services now and 6 who have aged out who will want to get back into services. There are two staff members that almost have the BCBA (Board Certified Behavior Analyst) credential.

He discussed the home and community based services rule change and essentially it is to insure those individuals who receive Medicaid services have the same access to the community as others. A transition state plan must be accomplished by 2019 and it was issued yesterday. There are two assessments, and he explained these. They collected surveys from various service providers and guardians and compiled this information. They will now begin the full survey and the PIHP will be assessed but he does not have the staff resources to do this and there is no money to do it. Full assessments will happen in 2016. North Country CMH has a number of day programs and will have to show they are in compliance.

Mr. Schneider explained the profitization of the public behavioral health systems and how it is carved out of the Medicaid benefit. As integration becomes more real a carve-in could become real. The \$200 million will come out of services. A profit making agency will not redirect money back into services but will take part of it for profit.

Lakeshore Regional Entity has had trouble, with too thin a structure, over expenditure and an inability to effectively monitor delegated functions. The state had a third party assessment conducted resulting in a plan of correction with a template of 15 points which required a response. Key issues revolved around consistency of management functions, cost of effectiveness of these things, risk management and conflict of interest and administrative costs. Beacon Health Options was contracted to do this review and missed what is unique in our system.

He reviewed funding and explained that the new data and knowledge requirements are costly. There is potential savings from integrated health care on the physical side. There is a withhold in the contract this year concerning performance based measures. The State is submitting an 1115 waiver to replace the historic waivers. He explained how the C waiver will be funded. Under the funding model it will change dramatically. Healthy Michigan has come to a plateau. Some retro payments are being made but there seem to be errors in retro payments each month. Discussion was held on the enrollment group.

## **DIRECTOR'S REPORT/COMMUNICATIONS**

Ms. Kaczynski referred to the press release about the Healthy Michigan plan and reported that a second waiver was submitted and approved. She also referred to a couple of news releases and a description of the home and community-based rules changes.

## **QUALITY IMPROVEMENT UPDATE**

Ms. Gebhard reported on the Quality Improvement (QI) update and the new brochure. She explained how the QI Council works and that the agency has a QI plan. She referred to the Shewhart Model and the Deming Model and described them and gave the four stages. She referred to the survey and explained that the satisfaction survey goes to health and human service agencies, health providers, courts, schools and anyone who may make a referral to mental health. QI council felt that a brochure was needed to educate them after getting input as to what they need. As a result a brochure was designed along with a letter the secretaries can use to send to the providers. She reviewed the components of the brochure. She explained how a referral needs to be made and the reason for how it is done. There is a graph of the two access timeliness standards and she described it. In January and February she will take a sample from each of the organizations and get feedback on how it is working for them.

## **NORTHERN MICHIGAN REGIONAL ENTITY**

Because Mr. Schneider made his report earlier there is no report under this heading.

**OLD BUSINESS**

There is no old business this month.

**NEW BUSINESS**

There is no new business this month.

**MOTION BY BOB BOYD, SECOND BY KARLA SHERMAN, TO ADJOURN THE MEETING AT 6:00 P.M. MOTION CARRIED.**

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Ed Ginop, Chair

**CHEBOYGAN COUNTY BOARD OF COMMISSIONERS  
BOARD APPOINTMENTS & PROCEDURES  
January 28, 2016**

The meeting was called to order at 9:05 a.m. in the Commissioners Room by Committee Chair Bruce Gauthier.

**PRESENT:** Commissioner Bruce Gauthier, Commissioner John Wallace, Commissioner Chris Brown and Clerk Mary Ellen Tryban.

**CITIZENS COMMENTS** – None

**Motion** by Commissioner Brown, seconded by Commissioner Wallace, to approve the agenda as presented and the minutes of December 3, 2015, as presented. Motion carried.

**Construction Code Board of Appeals**

Commissioner Gauthier stated four persons have shown interest in this committee; however there are only three openings. Two of the applicants, Bobbie Christensen and William Thompson, are currently on the board and wish to be reappointed. The other two applicants were Richard Cartmill and Ed Ginop,

**Motion** by Commissioner Brown, seconded by Commissioner Gauthier, to recommend to the full board the reappointment of William Thompson and Bobbie Christensen to the County Zoning Board of Appeals for two year terms expiring December 13, 2017. Motion carried.

The applications for Mr. Cartmill and Mr. Ginop were reviewed and discussed.

**Motion** by Commissioner Brown, seconded by Commissioner Gauthier, to recommend to the full board the appointment of Ed Ginop to the County Zoning Board of Appeals for a three year term. Motion carried.

**Cheboygan County Waterways Commission**

Discussion was held regarding the illness and absences of one of the members on the Waterways. This person has been ill and residing downstate; he has not submitted his resignation at this time. Commissioner Gauthier said that Paul Megge has expressed interest in serving on this committee. Discussion was held.

**Motion** by Commissioner Brown, seconded by Commissioner Wallace, to recommend to the full board to approve the appointment of Paul Megge to fill the vacancy on the Waterways Commission if and when the vacancy becomes official. Motion carried.

**Motion** by Commissioner Brown, seconded by Commissioner Wallace, to adjourn. Meeting adjourned at 9:33 a.m.

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Mary Ellen Tryban, County Clerk

**CHEBOYGAN COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATIONAL MEETING  
January 19, 2016**

Robert Heilman called the organizational meeting of the Cheboygan County Department of Public Works to order in the Commissioners Room at 4:00 p.m.

Roll called and a quorum present.

**Present:** Robert Heilman, Ed Ginop, Garfield Geyer, Barb Lennon and Cam Cavitt

**Absent:** None

Robert Heilman requested to add a discussion for the confirmation of meeting dates to the agenda under New Business Item B.

**Motion** by Cam Cavitt, seconded by Ed Ginop to approve the amended agenda and add the discussion of meeting dates and times for 2016. Motion carries with 5 yes, 0 no and 0 absent.

**Motion** by Ed Ginop, seconded by Barb Lennon to approve the minutes of the Organizational DPW meeting of January 26, 2015 as presented. Motion carries with 5 yes, 0 no and 0 absent.

**NEW BUSINESS**

Robert Heilman called for nominations of DPW officers.

Recommendation by Cam Cavitt of Robert Heilman as Chairperson of the DPW Board.

**Motion** by Ed Ginop, seconded by Garfield Geyer to close DPW Chairperson nominations. Motion carried with 5 yes, 0 no and 0 absent.

**Motion** by Ed Ginop, seconded by Garfield Geyer to appoint Robert Heilman as Chairperson of the DPW Board. Motion carried with 5 yes, 0 no and 0 absent.

Recommendation by Barb Lennon to keep the remaining Department of Public Works officer positions as status quo. Currently, Chair is Robert Heilman, Vice Chair is Ed Ginop and Secretary is Cam Cavitt and Deputy Secretary is Mary Ellen Tryban.

**Motion** by Ed Ginop, seconded by Garfield Geyer to close nominations for the remaining DPW Board positions. Motion carried with 5 yes, 0 no and 0 absent.

**Motion** by Cam Cavitt, seconded by Ed Ginop to reelect the board members as nominated. Motion carries with 5 yes, 0 no and 0 absent.

Robert Heilman addressed the need to confirm the dates of 2016 meetings. Mr. Heilman recommended keeping the meetings scheduled quarterly per the Public Act. The meetings would be scheduled as follows: April 18, 2016, July 18, 2016, October 17, 2016 and January 17, 2017. Meetings would be held at 4:00 p.m. in the Commissioners Room of the Cheboygan County Building.

**Motion** by Ed Ginop, seconded by Garfield Geyer to confirm Department of Public Works meeting dates and times to be April 18, 2016, July 18, 2016, October 17, 2016 and January 17, 2017. Motion carries with 5 yes, 0 no and 0 absent.

**ORGANIZATIONAL DPW MEETING – January 19, 2016**

**PUBLIC COMMENT** – None

Meeting adjourned at 4:10 p.m.

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Amber Libby  
Cheboygan County Chief Deputy Clerk/Register of Deeds

**REGULAR CITY COUNCIL MEETING**  
**December 22, 2015**

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

**Roll Call:**

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

Absent: Lavender

Councilman King moved to excuse Councilman Lavender; supported by Councilwoman Kwiatkowski. Motion carried unanimously.

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:**

▪ **Regular City Council Meeting Minutes – December 8, 2015.**

Councilman King moved to approve the Regular City Council Meeting Minutes of December 8, 2015 as presented; supported by Mayor Pro Tem Couture. Motion carried unanimously.

**Department, Board and Commission Reports:**

- **Department of Public Safety Monthly Statistics, November 2015.** *(Received and filed.)*
- **Port Commission Minutes, December 7, 2015.** *(Received and filed.)*

**General Business:**

▪ **Consideration of One-Year Extension of Agreements for Legal Services with Mr. Stephen E. Lindsay and Mr. Thomas T. Hungerford** - City Manager Eustice commented the agreements with Legal Counsel for both civil and criminal are up as of January 31, 2016. His and Clerk/Treasurer Kwiatkowski's recommendation is to extend the services for one year and then send out Requests for Proposals late next year. It is a tight timeframe right now and came up upon them relatively quick. City Manager Eustice noted the City has a lot of very serious pending legal issues, such as Meijer's, that we are in the middle of and feels the one year extension will help them manage those issues. The recommendation is to also keep the annual contract the same, \$20,500.00 for Mr. Stephen Lindsay and \$17,500.00 for Mr. Thomas Hungerford. City Manager Eustice then stated that Mr. Lindsay would like to address the Council.

Mr. Stephen E. Lindsay addressed the Council stating it has been his pleasure and honor to serve the City for the past six years, which has involved five City Managers/Interim City Managers. He informed the Council his contract started three years ago at \$18,500.00 and increased \$1,000.00 each year; this year it is at \$20,500.00. Part of the Contract states it is his obligation, under City Ordinance, to maintain malpractice insurance, which is a benefit to both parties. He noted it is

## Regular City Council Meeting – December 22, 2015

good for the City to have that cushion. Mr. Lindsay stated he has had malpractice insurance throughout his contract. He stated the premium for this goes up every year and this year it has taken a jump again and is due to renew prior to February 2016 for another year. The present rate for the February 1, 2016 through February 1, 2017 year is \$3,508.00. He is more than happy to continue this service to the City and is pleased, but he is going to require a \$1,000.00 bump just like he has had in the last three years for a total of \$21,500.00. He stated at this level minus \$3,508.00 in malpractice insurance that he pays out of his pocket, it is effectively a gross to his wallet for services rendered of \$17,992.00. Mr. Lindsay stated he is asking Council to approve the \$1,000.00 increase and has presented the City Manager with a new contract for a proviso of \$21,500.00 to be paid in quarterly installments, which is an increase of \$250.00 per quarter or \$83.33 per month. He then asked for questions. Councilman King asked if the malpractice insurance is just for the City. Mr. Lindsay replied the way the underwriters do it you have to insure the firm and all areas of practice, and the form that is required to be completed contains areas of the practice with assigned percentages, noting they will not insure just a single area of practice or a single practice. Councilman King asked if Mr. Hungerford also has to provide malpractice insurance. City Manager Eustice replied it is not required for Mr. Hungerford, noting civil counsel has a lot more exposure to liability than criminal counsel. He added Mr. Lindsay has much bigger exposure, which is why his contract is more. Clerk/Treasurer Kwiatkowski stated he did talk with Mr. Hungerford and he would be glad to serve another year if Council is willing to extend it at the same current year cost.

Mayor Bronson stated he talked with Clerk/Treasurer Kwiatkowski and he does not believe there is enough time to get proposals now, stating we can look at this in October or November 2016. Councilwoman Riddle stated we still have the difference between \$20,500.00 and the \$21,500.00 in Mr. Lindsay's contract, and each year of the contract there was a \$1,000.00 bump, asking if the \$1,000.00 increase in Mr. Lindsay's contract is being recommended. City Manager Eustice replied the \$1,000.00 increase is certainly adequate. Councilwoman Riddle then asked if the Council needs to deal with the new contract with Mr. Lindsay. City Manager Eustice stated no, once the Council makes a motion it will give him the power to execute the contract. Mayor Pro Tem Couture asked if there are any other changes in the contract. Mr. Lindsay answered no, other than it is a single year contract at \$21,500.00 with quarterly payments.

Councilwoman Riddle moved to approve one-year extension of Agreements for legal services with Mr. Stephen E. Lindsay and Mr. Thomas R. Hungerford, being \$21,500.00 and \$17,500.00 respectively, with expiration dates of January 31, 2017; supported by Councilman Temple. A roll call vote was taken; motion carried unanimously.

Mr. Lindsay thanked the Mayor and City Council.

**Public Comments:** *(None.)*

### **City Clerk/Treasurer's Comments:**

- **Video/Cable MPSC** – Clerk/Treasurer Kwiatkowski commented the Council has a copy of an Advisory he received in the mail yesterday. The Michigan Public Service Commission (MPSC), who would normally go to bat for cities and villages as far as cable services and any problems with these companies, such as Charter; now their funding wasn't approved again for the upcoming year so if we have any problems locally with Charter Communications, it would be up

## Regular City Council Meeting – December 22, 2015

to the City to go directly to Charter and work things out with them as best we can. The MPSC will no longer step in on the City's behalf. Councilwoman Riddle inquired as to what kind of issues we could possibly have. Clerk/Treasurer Kwiatkowski replied it could be rates, rights-of-way issues, etc. He noted the City really has not had any issues with Charter in many years. Mayor Bronson asked if this notice is only for the cable company or does it include the satellite companies. Clerk/Treasurer Kwiatkowski pointed out it is for video and cable providers.

- **City Audit** – Clerk/Treasurer Kwiatkowski stated the City audit is being completed; noting after the field work was done it was an additional three weeks before he got the draft of the audit which came last week. He has some year-end reports that have to go into the Department of Treasury. The audit will be presented at the first meeting in January 2016.
- **Council Quarterly Payroll** - Clerk/Treasurer Kwiatkowski informed Council he will be running the quarterly Council payroll tomorrow.

### City Manager's Report:

- **Consumer's Energy Tree Trim** – City Manager Eustice stated the Consumers Energy tree trimming and cutting should start by the second week of January. Consumers Energy does have a grant program in which they will fund 100% to replace trees, but certainly not in the areas they cut trees down. He stated we can apply to replace trees throughout the City and have utilized it in the past throughout the City in the parks and by the Ice Rink Pavilion. Councilwoman Riddle asked if there is also the possibility that if a tree was removed in the right-of-way, could this tree be replaced somewhere else on the property of an individual property owner. City Manager Eustice stated he does not know, but he is working with Heather Butler from Consumers Energy and will get this answer. He noted that some of the trees are on personal property, in people's yards. Mayor Bronson stated Consumers Energy provides the trees but does not plant them.
- **Recent Rain Event/Ditches** – City Manager Eustice commented we recently had a significant rainfall, which is unusual for this time of year. A few issues developed mainly in the Abbott Street/Lafayette Avenue area (a couple houses were nearly underwater) and we will be looking at this to see what the problem is. He has spoken to City Engineer Granger and he will be doing a study on the whole east side because one of the problems with the east side is that all of the drainage/stormwater goes north. The area is basically level from Cheboygan Cement to the Lake. There is not much fall through there, which makes it difficult for the water to move. City Manager Eustice then stated that some of the ditches need to be maintained and cleaned out, noting some of the main ditches that empty into Lake Huron have not been cleaned in 25 to 30 years. It will be difficult to get in there but we need to and will have to remove debris, as well as trees that are down. Councilman King commented that years ago the City had a lot more heavy equipment. City Manager Eustice stated the City can cut cattails, etc., noting it is possible that we may have to get a contractor to do the ditches that empty into the Lake. He went on to state the stormwater is handled a little better on the west side, but we also are getting stormwater into a sanitary sewer system, which was a huge issue last Tuesday as we were treating a lot of stormwater coming into our sanitary sewer system. We know there are certain sections in the City that have a combination sanitary sewer and storm sewer. Over the years these are being eliminated with most of these being on the west side and need to be addressed. City Manager Eustice then stated we are going to be looking at the storm sewers that go the River, noting Mr. Ralph Chasse of S. Huron Street believes we need to put backflow preventers on where the storm sewers enter the River because he believes when we get heavy rain like we did the River rises and backflows into the storm sewers and then gets into the sanitary sewers. There may be something

**Regular City Council Meeting – December 22, 2015**

to this and we are going to have City Engineer Granger look at all of those possibilities. He then stated on Tuesday we treated 2½ times more sewage in a day than we normally do because of storm water getting into our sanitary sewer and this is costly because it has to be treated.

▪ **No Anchor Drop/Putting up 2016 Sign** – City Manager Eustice reminded Council there is no Anchor Drop this year in Festival Square, noting there is an event at the K of C Hall. The 2016 sign will be put up in Festival, either before or shortly after Christmas.

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

**Adjournment:**

Mayor Pro Tem Couture moved to adjourn the meeting at 7:26 p.m.; supported by Councilman Temple. Motion carried unanimously.

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Mayor Mark C. Bronson

\_\_\_\_\_  
Clerk/Treasurer Kenneth J. Kwiatkowski

\_\_\_\_\_  
Councilman Joseph Lavender

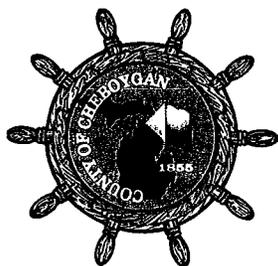
\_\_\_\_\_  
Councilwoman Winifred L. Riddle

\_\_\_\_\_  
Councilman Vaughn Temple

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Councilman Nathan H. King

\_\_\_\_\_  
Mayor Pro Tem Nicholas C. Couture

\_\_\_\_\_  
Councilwoman Betty A. Kwiatkowski



# CHEBOYGAN COUNTY PLANNING COMMISSION

870 SOUTH MAIN ST., ROOM 103 • PO BOX 70 • CHEBOYGAN, MI 49721

PHONE: (231)627-8489 • TDD: (800)649-3777

## CHEBOYGAN COUNTY PLANNING COMMISSION MEETING WEDNESDAY, DECEMBER 16, 2015 AT 7:00 P.M. ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING

**PRESENT:** Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Churchill, Jazdyk

**ABSENT:** None

**STAFF:** Scott McNeil, Steve Schnell, Peter Wendling

**GUESTS:** Amy Rodriguez, Michael Redding, Redding, Dave Brandt, Phyllis Brandt, John Wallace, Tony Matelski, Carl Muscott, Charles McCain, Elizabeth McCain, Russell Crawford, Cheryl Crawford, Alice Wiltse, Sue Allor, Bruce Gauthier, Dave Rossman, Martha Sheerin, Ruth Bennett, Linda Weaver, Dan Weaver, John F. Brown, Abbi LaLond, Samantha Brown, Gerri Mesack, Renee D. Mesack, Steve Reh, Joe VanAntwerp, Gary Freismuth, Alan Gillespie, Brady Hebert, Scott Bieske, Larry Hanson, Betsy Hanson, Carol Wesch, John Gross, Donald MacLeod, Shari Shult, Gayle Casgrain

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. Kavanaugh, seconded by Mr. Jazdyk, to approve the agenda as presented. Motion carried unanimously.

### APPROVAL OF MINUTES

The November 4, 2015 Planning Commission minutes were presented. **Motion** by Mr. Churchill, seconded by Ms. Lyon, to approve the meeting minutes as presented. Motion carried unanimously.

The December 2, 2015 Planning Commission minutes were presented. **Motion** by Mr. Churchill, seconded by Mr. Kavanaugh, to approve the meeting minutes as presented. Motion carried unanimously.

### PUBLIC HEARING AND ACTION ON REQUESTS

**Telecad Wireless on behalf of Verizon Wireless and David Brandt** - Requests a Special Use Permit for a wireless communication facility (section 17.13). The property is located at 8407 Carter Road, Benton Twp., section 19, parcel #104-019-400-033-00, and is zoned Agriculture/ Forestry (M-AF).

Mr. McNeil stated this request is for a special use permit for a wireless communication facility in an Agriculture and Forestry Management zoning district. Mr. McNeil reviewed the location of the leased area, driveway, monopole and equipment on the detailed drawing provided by the applicant. Mr. McNeil reviewed an aerial photo of the parcel and noted the tower is proposed to be 195ft. tall. Mr. McNeil stated there is no proposed lighting, as this tower is under the FAA requirements. Mr. McNeil stated there is a single family dwelling on the parcel.

Ms. Rodriguez stated she is with Telecad Wireless and is representing Verizon. Ms. Rodriguez stated that she is proposing a 195ft. monopole tower that will accommodate 3 additional carriers in addition to Verizon. Ms. Rodriguez stated that generally FAA does not require lighting for less than 200ft. Ms. Rodriguez stated that in addition to the tower there will be an equipment cabinet and generator on a 10ft. x 12ft. platform. Ms. Rodriguez stated that this is a wooded parcel and the existing trees will be used as landscaping. Ms. Rodriguez reviewed the coverage maps (Exhibit 6) that were provided and noted that there is a coverage gap in this area. Ms. Rodriguez stated the proposed tower will work with the existing towers to fill in the coverage gap. Ms. Rodriguez explained that engineers researched the best location for a tower to fill the coverage gap. Ms. Rodriguez stated the engineers found that this parcel was the best location to fill the coverage gap.

Mr. Kavanaugh stated that a letter submitted to the Planning Commission stated that there were concerns regarding property values. Mr. Kavanaugh noted that in the letter it referred to a study and stated that property values were reduced by 25%. Ms. Rodriguez stated she has not seen the study, but as far as she knows property values will not be reduced.

Ms. Croft asked for public comments.

Mr. Redding stated that he is a neighbor of Mr. Brandt's. Mr. Redding stated he is one of the 47 residential neighbors in this area. Mr. Redding stated he has three concerns related to this industrial cell phone tower that is proposed for a residential neighborhood; health risks, property value reduction, cell phone tower appearance and maintenance. Mr. Redding stated an article in Consumers Report claims that we need more and better scientific research to prove cell phone tower radiation causes brain cancer. Mr. Redding stated more scientific research is needed to provide a link between neurological diseases such as Alzheimer's and Parkinson's disease. Mr. Redding stated the Verizon tower on Western Avenue has 5 signs on the chain link fence. Mr. Redding noted that one of the sign states "Warning: Radio frequency field beyond this point may exceed FCC general public exposure limits." Mr. Redding noted another sign stated "Obey all posted signs, guidelines for working and radio frequency environment." Mr. Redding noted another sign stated "States guidelines for working and radio frequency environment." Mr. Redding stated that with this sign there were 10 guidelines to follow. Mr. Redding stated that the tobacco industry claimed for years there were no health risks and later it was found that it was not true. Mr. Redding stated that even though Verizon claims that there are no health risks, they know that what they are saying is not true. Mr. Redding stated studies show a reduction of 15% of property values. Mr. Redding stated these studies are available at [www.anticelltowerlawyers.com](http://www.anticelltowerlawyers.com). Mr. Redding asked if anyone would want to purchase property with a cell phone tower on it or property without a cell phone tower on it. Mr. Redding stated that there is an industrial cell phone tower on Western Avenue if anyone would like to see what one looks like. Mr. Redding stated there is a 6ft. chain link fence with 5 strands of wire on top. Mr. Redding stated there is also a 1,000 gallon fuel tank and propane generator on a steel platform. Mr. Redding stated the cabinet will be constructed with bullet resistant material. Mr. Redding stated the site on Western Avenue has not been maintained and there are weeds that are waist high. Mr. Redding stated that the entrance is mud and the whole site behind Bishop Baraga is a disgrace. Mr. Redding stated that if Verizon claims that they will maintain the site it is not true. Mr. Redding presented photos of the cell phone tower site on Western Avenue. Mr. Redding stated that he does not believe that anyone of the Planning Commission members would want an industrial cell phone tower in their residential neighborhood. Mr. Redding stated his concerns regarding all of the property owners on Carter Road having to look at the cell phone tower for the rest of their lives. Mr. Redding urged the Planning Commission to vote no on this request for a special use permit and to not allow the cell phone tower in his neighborhood.

Ms. Schult stated she is a resident of Carter Road and lives across the street from the Brandt family. Ms. Schult stated her concerns about property values. Ms. Schult stated she moved up north to be in a rural location that is remote and aesthetically pleasing. Ms. Schult believes this tower will change that perception. Ms. Schult stated the tower will be an eyesore and it will be visible from the river. Ms. Schult stated she would like to preserve the rural setting. Ms. Schult stated she agrees with Mr. Redding's comments.

Mr. Bieske stated that he owns property on Hackmatack Road. Mr. Bieske stated he is opposed to a 195ft. tower that will be within a stone's throw from where he plans to build in the future.

Ms. Casgrain stated she lives next to the Brandt family on Carter Road. Ms. Casgrain stated she feels the same way as the other people who have already spoken in opposition to this request. Ms. Casgrain stated she prefers peace and quiet and aesthetic scenery.

Mr. Jazdyk asked if there is a compelling reason (such as a business reason) to place the tower in this location. Ms. Rodriguez stated that it is mainly due to the coverage gap identified by the engineers. Ms. Rodriguez stated they did a search ring of approximately 1 mile and this was the best location to work with. Mr. Jazdyk asked if during the planning process, there is only one option for the tower or if there is more than one option. Ms. Rodriguez stated there are normally a couple of options that the engineers will review.

Mr. Kavanaugh asked the applicant to comment on the concerns regarding the health risks. Mr. Rassel stated the Telecommunications Act establishes across the country that cell phone towers must be looked at by communities as a utility like a sewer, water service or electric service. Mr. Rassel stated these are another infrastructure that must be recognized by communities. Mr. Rassel stated that we all rely on cell phones for data, communications and many other uses. Mr. Rassel stated that Congress recognized that health concerns relative to radiofrequency were not a big concern. Mr. Rassel stated that congress passed the Telecommunications Act after careful study. Mr. Rassel stated that by Congress passing this act there was no substantive information or data available that would support the contention that radiofrequency given off by cell

towers poses any danger to the citizenry of any populous and therefore rural communities or dense communities could not consider the health risk posed to the citizenry when making their decision regarding whether to permit a basic infrastructure component such as a cell tower. Mr. Rassel noted that cell towers service emergency vehicles, hospitals, doctors, police, teachers, schools, bus drivers, etc. Mr. Rassel stated the ordinance has a special use permit process which allows cell towers in certain instances if the requirements are met. Mr. Rassel stated that Ms. Rodriguez presented the promulgations maps and noted that there is a coverage gap issue. Mr. Rassel stated that by law under their license with the Federal Communications Commission, if there is a coverage gap issue, they have to collocate on an existing tower within the gap or build towers to fill the gap. Mr. Rassel stated they can't charge their customers on a monthly basis if they are not able to access data and voice. Mr. Rassel stated they have an obligation and a duty to build towers. Mr. Rassel stated they have to show the Federal Communications Commission every month what they are doing to build out coverage gap areas. Mr. Rassel explained the process for site selection for a new cell tower. Mr. Rassel stated that the engineers identify the coverage gap area, site acquisition specialists identify potential locations and then apply to the community and attempt to fit it perfectly within the ordinance. Mr. Rassel stated they believe all of the special land use criteria have been met. Mr. Rassel stated the site appearance is covered by the ordinance by requiring screening and fencing. Mr. Rassel stated that they try to minimize, as best as possible, the visual impact and the safety concerns regarding an animal or a child that approaches the facility. Mr. Rassel stated that some of the tower is visible. Mr. Rassel stated they would have collocated on another tower if it was possible.

Mr. Jazdyk asked Mr. Rassel what is the cell tower owner's responsibility regarding appearance. Mr. Jazdyk asked how the adjacent property owners have recourse around the appearance issue. Mr. Rassel stated he does not have any visual knowledge of the Western Avenue site that Mr. Redding referred to. Mr. Rassel stated their commitment is to keep their sites perfectly clean. Mr. Rassel stated if there is trash at the site, it should be brought to the property owner and Verizon's attention so it can be cleaned up. Mr. Rassel stated if it is not cleaned up there may be recourse in the form of an ordinance violation. Mr. Borowicz noted that the Western Avenue site is not under Cheboygan County zoning. Ms. Croft noted that this cell tower is located within the City of Cheboygan.

Mr. Ostwald asked Mr. Redding if he knows how many of the 47 residents will be able to see the tower from their residence. Mr. Redding stated there are 25 homes on Beebe Road, 2 homes on Hackmatack and 20 residents on Carter Road. Mr. Redding stated that he owns 100 acres that surrounds Mr. Brandt's property. Mr. Redding stated the cell phone tower will be visible from the inland waterway. Mr. Redding stated that almost all 47 residential families will be impacted by this cell tower.

Mr. Jazdyk asked if there is any information regarding the number of cell phone towers in residential areas. Mr. McNeil stated that information was referenced in the staff report.

Mr. Churchill stated the fall zone is 195ft. and that is also the distance to the road. Mr. Churchill asked if all of the trees will be left as they are currently. Ms. Rodriguez stated they will leave as many as they can as they play to use the existing trees as landscaping. Ms. Rodriguez stated they will have to remove some trees in the easement driveway. Mr. Churchill stated his concerns about removing trees in the fall zone area. Ms. Rodriguez stated that towers are designed to collapse on themselves. Discussion was held. Mr. McNeil stated that it is not uncommon for trees to be in the fall zone. Mr. McNeil noted that there is no requirement in our standards for clearing within the fall zone. Mr. McNeil stated there is a 1:1 ratio for the fall zone unless there is some type of engineering information to show that the tower will collapse and then the Planning Commission can consider a lesser fall zone. Mr. Kavanaugh asked if all of the trees will remain except the ones that will be removed from the driveway. Ms. Rodriguez stated trees will be removed for the compound and the driveway and the rest of the trees will stay.

Public comment closed.

The Planning Commission reviewed the General Findings. The Planning Commission reviewed and approved the Finding of Fact Under Section 17.13.2.b, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10.

Mr. Kavanaugh asked if the Planning Commission can require a maintenance agreement. Mr. McNeil stated they will have to continue to meet the standards and any local blight ordinances. Mr. Freese noted there are no blight ordinances. Mr. Freese suggested a stipulation that the site is to be maintained and there is to be no trash in the area. Mr. Jazdyk stated it would be helpful to make it clear who has the responsibility and how to contact the individual. Mr. Kavanaugh stated the applicant did not really answer that question and referred it to staff. Mr. Freese stated if it is a condition of the special use permit, it will fall on the property owner and Verizon. Mr. McNeil stated it will fall on Verizon. Mr. Borowicz stated all of the standards must be met for the Planning Commission must approve this request. Mr. Freese stated there can be a condition on the approval.

**Motion** by Mr. Borowicz, seconded by Mr. Bartlett, to approve the special use permit based on the Finding of Fact Under

Section 17.13.2.b, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10 with the stipulation that FCC requirements and FAA requirements be met and that the site be maintained properly (free of debris and trash) at all times. Motion carried unanimously.

**Renee Mesack and Gerri Mesack** – Requests a Site Plan Review for restaurant use (Section 6.2.9). The property is located at 3859 S. Straits Hwy., Tuscarora Township, Section 24, parcel #161-024-400-565-00 and is zoned Commercial Development (D-CM).

Mr. McNeil stated this request is for a site plan review for a proposed coffee shop in the Village of Indian River. Mr. McNeil stated the property is located in a Commercial zoning district, thus requiring site plan review. Mr. McNeil stated the coffee shop falls under restaurant use. Mr. McNeil stated he reviewed in the staff report how the application meets the standards. Mr. McNeil referred to the site plan and stated that parking standards have been met. Mr. McNeil stated the applicant is proposing a sign using the existing sign structure on the roof. Mr. McNeil stated this request is to use the existing building.

Mr. Kavanaugh stated that the Health Department has issued the well permit and sewer is available.

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

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

The Planning Commission reviewed and approved the General Findings. The Planning Commission reviewed and approved the Specific Findings of Fact Under Section 20.10. **Motion** by Mr. Kavanaugh, seconded by Mr. Freese, to approve the site plan based on the General Findings and the Specific Findings of Fact Under Section 20.10 subject to Health Department approval and Department of Building Safety approval. Motion carried unanimously.

#### **UNFINISHED BUSINESS**

**Lawrence Hanson and Heritage Cove Farm, Inc.** – Request a Special Use Permit and approval of the submitted site plan. A Special Use Permit is requested under the following sections of the Cheboygan County Zoning Ordinance #200: Section 9.3.14., Nursing or convalescent homes, Section 9.3.22. (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.), Section 10.3.2. Club, Section 10.3.3. Cabin colonies, Section 10.3.6. County club, Section 10.3.8. Duplex or multi-family buildings, and Section 10.3.14. Restaurant/Bar. The property is located at 625 Grandview Beach Rd., Tuscarora Township, sections 5 and 6 , parcel #162-005-300-002-00, #162-006-400-004-00 and #162-006-400-005-00 and are zoned Agriculture and Forestry Management District (M-AF) and Lake and Stream Protection District (P-LS).

Mr. Wendling stated at the previous meeting there were many questions regarding the two zoning districts and whether or not independent requests for specific primary special uses can be asked for each of those parcels. Mr. Wendling stated that he explained it was the law, but he needed to provide a copy of a case on point. Mr. Wendling stated he has provided the Planning Commission a copy of the Anchor Steel & Conveyor Co. v. Dearborn case along with a memo. Mr. Wendling stated that this case is very similar to the Heritage Cove Farm request. Mr. Wendling stated this case involved a manufacturing plant where they manufactured and installed conveyor systems for a variety of industries. Mr. Wendling stated this property consisted of three separate zoning districts with only one of the zoning districts allowing for the manufacturing operation which of course was the basis for the whole purpose behind the business and ownership of the property. Mr. Wendling stated the two other districts had separate uses which included the request on the part of the manufacturing plant to have a drafting room office on a separate portion of the property and in different zoning district. Mr. Wendling stated another use was storage which was meant to feed the manufacturing plant in another portion of property also in a separate district where storage was otherwise allowed. Mr. Wendling stated the City of Dearborn would not approve the permits because the whole operation was a manufacturing facility. Mr. Wendling stated that independently these types of uses were allowed on the other portions of the property that are zoned differently. Mr. Wendling stated the City of Dearborn believed it was part and parcel of the whole and denied the application. Mr. Wendling explained that the Michigan Supreme Court stated that it is not relevant as to why the applicant wishes to have storage or why they wish to have a drafting room in another district. Mr. Wendling stated those uses can be stand-alone uses because the reason behind having those uses in that district is not relevant for purposes of zoning and land use. Mr. Wendling stated that the court ruled, "It is both unreasonable and arbitrary to deny plaintiff the use of its property in each zone to the full extent of its capabilities because such use either facilitates or hampers the operations in still

another zone. Moreover, it does not follow that, because the product of the drafting room is to be used in connection with the plaintiff's manufacturing operations, such operations will be likewise performed in the drafting room or that the storage of steel in an adjacent building, to be used for storage only, will constitute fabrication of conveyors. In this instance, plaintiff seeks merely to use his property for a use consistent with the restrictions imposed on each of the particular areas of that property by the zoning ordinance. The plaintiff had a clear legal right to have permits issued for such uses. Defendants' action in withholding the granting of said permits was an arbitrary act. We so hold. There is no merit in the balance of contentions made, and we concur with the finding and result reach by the trial court."

Mr. Freese stated this goes back to his original thinking and the Anchor Steel & Conveyor Co. v. Dearborn case disallows that line of reasoning. Mr. Freese stated they are very clear flow of accessory to primary uses is allowed in only direction. MR. Freese stated that the case shows that accessory uses in one district must be allowed in that district even though they are a part of a primary use in another district which said primary use is not allowed in the district in which the accessory uses are located. Mr. Freese stated if the manufacturing of steel "primary use" was flowing back to the other districts, they wouldn't have allowed it. Mr. Wendling stated that, assuming that Mr. Freese is right, this will go back to the discussion regarding the therapy aspect related to the convalescent and therapy treatment. Mr. Wendling stated in the Lake and Stream Protection zoning district there is an application for a restaurant. Mr. Wendling stated that by using this reasoning, it is more than logical for the Planning Commission to not allow therapy in the Lake and Stream Protection zoning district. Mr. Wendling stated that in regards to the farm uses, there are a mixture of other laws that are in place and also there is the use by right in the Agriculture Forestry Management zoning district and that there is a gardening use is the Lake and Stream Protection zoning district. Mr. Wendling stated that cabin colony and cafeteria are proposed in Lake and Stream Protection zoning district and the balance of the property is wetlands where there will be a dock. Mr. Wendling stated he agrees with Mr. Freese's reasoning regarding the restriction on the therapy use in the Lake and Stream Protection zoning district and he does not believe that it runs afoul of any federal laws pertaining to the Federal Fair Housing Act. Mr. Wendling stated this is not addressing the housing issue or the ADA because the property still has ample room in the Agriculture Forestry Management zoning district to conduct that therapy activity as part of the convalescent home. Discussion was held. Mr. Jazdyk stated he is not sure that the court's decision helped as it seems they ended up right where we have to start. Mr. Wendling stated the applicant knows what is allowed in each zoning district and they picked primary uses in their application for each of the two separate zoning districts and that is the point behind the Anchor Steel & Conveyor Co. v. Dearborn case. Mr. Wendling explained that the court is saying that it doesn't really matter what the reasoning is behind it, even if it is feeding another operation where the property as a whole is being used for the main purpose which is a manufacturing plant. Mr. Wendling stated, we don't care about that, but what we care about is what is allowed in each of the zoning districts, even if they are located on the same property which has an overall purpose. Mr. Wendling stated there is an overall purpose with Heritage Cove Farm and we know that. Mr. Wendling stated the question is, regardless of that overall purpose, what are they allowed to do in the two zoning districts that exist on the property. Mr. Wendling stated this is where the therapy questions comes in as it really doesn't fit into any of their requested uses in the Lake and Stream Protection zoning district even if the cabin colony use works or even if the Planning Commission approves a cafeteria that is accessory to a cabin colony. Mr. Wendling noted that the rest of the issues involve the disability itself, which is an area that can't be considered as far as denial and this is where you would have to make a reasonable accommodation. Mr. Wendling questioned if there is enough here to do something given the existing ordinance or the reasonable accommodation factors don't come into play by looking at the two zoning districts separately. Mr. Wendling stated in Agriculture/Forestry Management zoning district there is the convalescent and the accessory uses. Mr. Wendling stated in the Lake and Stream Protection zoning district there is the cabin colony and the accessory uses. Mr. Wendling stated that at the last meeting the applicant noted that the cafeteria would be used a social hall between meal hours. Mr. Wendling does not believe that a social hall is a primary use as far as gathering for social purposes. Mr. Wendling stated he assumed this would be done in a regular cabin colony. Mr. Wendling referred to the country club use in the Agriculture/Forestry Management zoning district and stated it does not make a lot of sense. Mr. Wendling believes that this boils down to the convalescent home, treatment facility and the accessory uses related to that in the Agriculture/Forestry Management zoning district. Mr. Wendling stated that even the requested uses in the Lake and Stream Protection zoning district, mainly the cabin colony and accessory uses, regardless of the fact that they feed the balance of the operation, the overall purpose has to be viewed as a stand alone request and use and it doesn't matter what the purpose is. Mr. Wendling stated this is the core of the Anchor Steel & Conveyor Co. v. Dearborn case. Mr. Jazdyk stated this raises the dilemma that the therapeutic use might not be approved in the Lake and Stream Protection zoning district because it does not exist. Mr. Jazdyk noted that the overall description of the therapeutic farm is people wandering all different locations and getting therapy in different locations. Mr. Jazdyk stated it is hard limit is so that the therapy stops at a certain line. Mr. Wendling stated the Planning Commission can ask the applicant what therapy means. Mr. Wendling stated that generally when they will be in the cabin colony they will be residing or eating. Mr. Wendling stated that whether the fact that they are farming or gardening or whether they have a mental disability or not, therapy could be a good atmosphere for people who are disabled and it could be a good atmosphere for people who are not disabled. Discussion was held on the complexity of this request. Mr. Wendling stated the ordinance is very liberal in what it allows in the Agriculture/Forestry Management zoning district and the Lake and Stream Protection

zoning district. Mr. Wendling stated the challenges facing the Planning Commission have to do with the existing uses in the ordinance. Mr. Wendling stated you can have a motel/hotel in the Lake and Stream Protection zoning district. Mr. Wendling stated what if an application was submitted for a 60 room motel/hotel in the Lake and Stream Protection zoning district. Mr. Wendling stated there wouldn't be a lot of happy neighbors if that type of proposal was brought forth. Mr. Wendling stated you have to live within the means of the uses that you have. Mr. Jazdzyk noted that there would be lots of other criteria for the hotel/motel to meet. Mr. Jazdzyk stated there might be other things that may cause the hotel/motel to succeed or fail.

Mr. Kavanaugh stated that the bottom line is that there are two zoning districts and the Planning Commission is to review each use in each district. Mr. Wendling stated yes, as this is what the applicant has provided to the Planning Commission. Mr. Wendling stated that legally there would be problems if the Planning Commission approved the proposed use for the Agriculture/Forestry Management zoning district and did not allow the other proposed uses in the Lake and Stream Protection zoning district. Mr. Wendling stated he would do his best to defend this decision, but he would have a difficult time defending this type of decision. Mr. Kavanaugh stated this is not a black and white decision. Mr. Kavanaugh stated that the Planning Commission is to look at two districts and the uses in each district, not as a whole. Mr. Wendling stated yes, that is correct.

Mr. Freese stated there have been many comments that the Findings of Fact seem to be one sided. Mr. Freese stated the legal counsel did try to make the Findings of Fact more balanced. Mr. Freese stated there another packet was provided by the people who are against this request. Mr. Freese stated this gives the other side of the coin. Mr. Freese believes that both packets should be considered. Mr. Freese stated that the Planning Commission should look at the proposed Findings of Fact from legal counsel and see if there is any interest for including any of Findings of Fact submitted from the other packet. Mr. Freese stated that each one can be discussed. Mr. Kavanaugh stated in the past the Planning Commission could never use the information that came after the public hearing was closed. Mr. Kavanaugh stated now the Planning Commission has received Findings of Fact and he agrees that some of them are interesting and believes that they should be looked at and used if the Planning Commission feels that they should be included. Mr. Kavanaugh asked Mr. Wendling if there are any problems if these Findings of Fact are also used. Mr. Wendling stated Findings of Fact are not an exhibit because we do not know what the final result will be. Mr. Wendling stated only the final result of the meeting and the Findings of Fact adopted by the Planning Commission will become part of this record. Mr. Wendling stated we are not taking extra exhibits, letters or expert reports. Mr. Wendling stated the exhibit list is unchanged. Mr. Jazdzyk stated that he thought that the Findings of Fact would be a compilation of information from both sides. Mr. Jazdzyk stated then he received the one set of Findings of Fact it was fairly one sided. Mr. Jazdzyk stated that the Planning Commission received another Findings of Fact from the attorney for the people who are against this request. Mr. Jazdzyk stated he believes the Planning Commission represents both sides. Mr. Jazdzyk stated that they try to give each side a fair hearing. Mr. Jazdzyk explained that he didn't feel like there wasn't a sense of fairness for the taxpayers on both sides to be adequately represented. Mr. Freese stated this is what he was proposing to do by looking at both packages. Mr. Wendling stated it is not unusual to have parties who are represented by counsel, whether on behalf of the applicant (who also provided findings at the beginning) or whether on behalf of a citizen's group to present findings. Mr. Wendling stated that part of being heard is making a decision whether to hire legal counsel and whether they wish to have legal counsel draft findings as well. Mr. Wendling stated there are plenty of findings in the original that would result in a denial. Mr. Wendling stated there are legal issues that surround this particular application. Mr. Wendling stated he has put together findings to the best of his ability based on existing law. Mr. Wendling stated his role as the attorney for the county is to provide the best advice to put the county (which includes the taxpayers) in the best legal position, including making sure that the taxpayers are not subject to legal jeopardy as a result of decisions made by the Planning Commission or the Zoning Board of Appeals. Mr. Wendling stated that variances are rarely granted by the Zoning Board of Appeals so most of the time the findings are one sided. Mr. Wendling stated that the law as far as Planning Commission decisions is that if the applicant meets the standards under the ordinance it has to be granted. Mr. Wendling stated that the Planning Commission can use the negative findings or the other findings. Mr. Wendling stated the Planning Commission can make up their own findings. Mr. Wendling stated that these findings are also drafted by staff. Mr. Schnell stated he heard Mr. Jazdzyk's concerns. Mr. Schnell stated that when staff drafts the findings or when legal counsel drafts the findings, it is not meant to communicate a particular direction. Mr. Schnell stated if there are 7 findings listed for something and 5 findings against something, it is not meant to communicate that the findings for something should win. Mr. Schnell stated their intent is to provide the most legally solid information to you and not provide something that can be seen as discriminatory. Mr. Schnell stated that when approving a special use permit or a site plan, you only need one factor to not comply.

Mr. Kavanaugh asked if there is a standard that is not met in 18.7, would the Planning Commission then review a reasonable accommodation. Mr. Wendling stated yes.

The Planning Commission reviewed and revised the General Findings of Fact provided by legal counsel and staff.

The Planning Commission reviewed and revised the General Findings of Fact provided by Bridget Brown Powers.

Mr. Jazdyk stated he likes finding 5 because it gets into the Rose Hill, Hopewell and Gould that are in comparison with Heritage Cove Farm. Mr. Kavanaugh asked if the comparison is with the size. Mr. Jazdyk stated yes. Mr. Freese stated this is a fact whether it is relevant or not.

Discussion was held regarding whether finding 8 is a fact or not. Mr. Wendling stated it can be crossed out if it is something that you are not sure of. Mr. Freese stated that finding 8 should not be included as it was not perfectly clear that staff would be there on a permanent basis. Mr. Kavanaugh stated that it is not clear as we do not have a definition of indefinite.

Mr. Freese stated that finding 10 is coming to conclusions that he does not believe are warranted. Mr. Freese stated finding 10 should be deleted. Mr. Jazdyk stated there is legal importance behind this finding and it is not just a statement of someone's interpretation. Mr. Jazdyk stated there is a Supreme Court ruling behind it. Mr. Jazdyk questioned if this is the definition of infirmed that the Planning Commission agreed upon. Mr. Jazdyk stated this is a statement of fact. Mr. Wendling stated he doesn't agree and that is why he doesn't include cases in the Findings of Fact. Mr. Wendling stated cases are interpreted differently and any reference to a case in Findings of Fact should be eliminated. Mr. Jazdyk asked where did the Planning Commission's definition of infirmed come from. Mr. Wendling stated the law says to use a dictionary definition. Discussion was held. Mr. Freese noted the way finding 10 is written, "feeble or weak in body or health [especially] because of age," and stated the case was probably that this was written in was probably an age case and the court emphasized that age was brought in as a possible health issue. Mr. Freese stated that mental health is just as important as physical health. Mr. Freese stated that the interpretation in finding 10 that they are trying to come to is that mental health is not a health issue. Mr. Wendling stated the Planning Commission is referring to a dictionary if there is a term that is not defined. Mr. Jazdyk asked if there is a specific dictionary that should be referred to. Mr. Wendling stated that you can refer to a variety of dictionaries and you can refer to dictionaries on-line. Mr. Jazdyk asked which dictionary this definition came from. Mr. Schnell stated it would be one of the dictionaries listed as exhibits 161-165. Mr. Freese stated this is saying that mental health is not an infirmity. Mr. Jazdyk stated that he does not believe that it covers every interpretation of infirmed but in accordance with what we have it could conceivably be the definition. Mr. Jazdyk stated that just because they didn't include mental disability doesn't mean that they don't care about mental disability. Mr. Freese stated they are trying to say that a mental health issue is not an infirmity and that it has to be physical or age related. Mr. Freese stated that he does not come to that conclusion based on what has been presented. Mr. Jazdyk stated that Mr. Freese is expanding it to say that infirmity should include mental health issues and if that was our definition he would agree with Mr. Freese. Mr. Jazdyk stated it is possible that it was not in there and wasn't included. Mr. Jazdyk stated he doesn't know what was the intent of the people who put this together. Mr. Jazdyk stated this definition is as good as the other definition, but he understands legally that we have to use a definition from a dictionary. Mr. Wendling stated that is why cases are not included in the findings as the cases can be based on different facts and aspects of the law. Mr. Kavanaugh stated in one instance the Planning Commission is being told to not use the cases, but the Planning Commission is basing the way they approach this whole request on the Anchor Steel & Conveyor Co. v. Dearborn case. Mr. Wendling stated this is correct and there is a difference. Mr. Wendling stated that case addressed how you view zoning just like there are laws that address how you view zoning. Mr. Wendling stated his job is to tell the Planning Commission what the law is on how to view zoning. Mr. Kavanaugh asked if the definitions from the dictionary are what the Planning Commission should use. Mr. Wendling stated yes or you can go online right now to look at the definitions. Mr. Jazdyk asked what the Supreme Court's definition can't be used. Mr. Wendling stated because it does not say where it came from. Mr. Wendling suggested eliminating the case portion and pick a dictionary definition that you believe is appropriate. Discussion was held. Mr. Churchill read the definition of infirmed from Webster's Dictionary, "Having a condition of weakness or illness that usually lasts for a long time and is caused especially by old age." Mr. Schnell read from the definition of infirmed from Oxford Dictionary, "Not physically or mentally strong, especially through age or illness." Mr. Freese stated the key to this issue is what is an infirmity and does it include a mental infirmity. Mr. Kavanaugh stated that the Planning Commission can't go far without knowing this definition. Mr. Schnell read a definition of infirmity from the freedictionary.com (citing Random House Kernerman Webster's College Dictionary), "1. a physical weakness or ailment; the infirmities of age, 2. the quality or state of being infirm; lack of strength, 3. a moral weakness or failing." Mr. Schnell read from the definition of infirmity from the freedictionary.com (citing Collins English Dictionary) "1. The state or quality of being infirm, 2. Physical weakness or debility; frailty, 3. A moral flaw o failing." Mr. Churchill asked what was wrong with finding 10. Mr. Freese stated finding 10 is trying to exclude mental infirmity. Mr. Churchill stated he does not see it that way. Mr. Churchill stated he sees it as health; you have physical health and you have mental health. Mr. Freese stated if you follow their arguments they are saying that mental problems are not an infirmity. Mr. Churchill agreed with Mr. Freese. Mr. Freese stated that when you accept a definition that excludes mental problems as an infirmity then there is a good argument. Mr. Kavanaugh asked Mr. Wendling if the Planning Commission should pick 5 definitions and decide as a group which definition should be used. Mr. Wendling explained that the definition the Planning Commission moves forward with will be the definition chosen by the majority of Planning Commission members. Mr. Freese asked if the majority of the Commissioners will pick the definition that all will have to use or will each of the Planning Commission members use their own definition. Mr. Wendling stated if different Commissioners are following

different paths, then that would still be consistent all the way through. Mr. Wendling stated there is no absolute rules that there has to be absolute unanimity. Mr. Kavanaugh asked if the definition that the majority decides upon will be used in the findings. Mr. Wendling explained that it is the definition that will be used. Mr. Kavanaugh stated that doesn't mean that everyone has to use that definition. Mr. Wendling stated that at the end everyone has to use that definition if you are going to vote consistently even though there may be dissension among Planning Commission members. Mr. Kavanaugh asked if a couple of definitions can be included. Mr. Wendling stated yes, if the definitions are consistent. Mr. Kavanaugh stated they are not consistent. Mr. Kavanaugh stated the Planning Commission should include several of the conflicting definitions. Mr. Wendling stated they could be included in the General Findings. Mr. Schnell read the definition of infirm from Merriam Webster, "1. of poor or deteriorated vitality; especially: feeble from age, 2. weak of mind, will, or character, 3. not solid or stable." Discussion was held.

**Motion** by Mr. Kavanaugh, seconded by Mr. Churchill, to include a definition that includes the mental health that is very clear and one that does not include mental health. Motion carried unanimously.

Ms. Croft asked the Planning Commission members if finding 10 should be included. Mr. Churchill and Mr. Freese stated no. Mr. Churchill and Mr. Freese agreed that the definition of infirmed should be removed from finding 10. Mr. Jazdyk stated he thought the concern was the Michigan Supreme Court's definition. Mr. Jazdyk thought the process was to have the definitions and the Planning Commission members could argue their case and vote how they felt. Mr. Kavanaugh stated the problem is that the Planning Commission would have to be able to read all of the definitions and make a motion to use certain definitions. Mr. Kavanaugh asked if it is reasonable to have both included and then move on. Mr. Wendling stated a motion has already been made that consists of two different definitions. Mr. Wendling stated the motion made by Mr. Kavanaugh had to do with the definitions provided by Mr. Schnell. Mr. Kavanaugh stated that we are to get rid of the Supreme Court's definition because we do not know where it came from. Mr. Kavanaugh stated there will be two that the Planning Commission can decide on. Mr. Kavanaugh asked what portion of finding 10 should be included or not included. Ms. Croft stated that part of 10 must be deleted. Discussion was held. Mr. Freese suggested keeping, "The Planning Commission finds that "convalescent or nursing home" is defined under the Cheboygan County Ordinance as "[a] home, qualified for license under applicable Michigan law, for the care of children, aged, or infirm and providing facilities for four or more patients." (See Exhibit 154.) The Planning Commission further finds that, pursuant to Applicant's materials, Applicant is not proposing that "children" or the "aged" will participate on the proposed Farm. The Planning Commission also finds that the Ordinance does not define the term, "infirm." Ms. Croft asked if the Planning Commission would like to keep "The Planning Commission further finds that Applicant represents that licensing will not be required for the uses Applicant proposes on the property." Mr. Freese noted the applicant stated in testimony that they would follow any necessary licensing requirements and up to and including applying for accreditation which is over and above licensing. Mr. Freese stated that this is not a fact and this sentence should be deleted. Mr. Jazdyk stated that at one time the applicant stated that they would not apply for licensing and then they came back and said they would apply for any Michigan licensing that is required. Mr. Jazdyk stated that Heritage Cove Farm may be able to structure their operation such that a license would not be required. Mr. Freese explained that this statement "that a license will not be required" is not what the applicant is saying. Mr. Freese stated this statement should be removed. Mr. Jazdyk agreed with Mr. Freese and stated his concerns regarding a convalescent facility in this area that is not licensed, but is approved by the Planning Commission. Mr. Freese stated that if the application is approved we would require that they have to follow any necessary licensing procedures determined by their actual operation. Mr. Freese stated if this special use permit is approved, he believes this should be one of the conditions. Mr. Jazdyk stated this will not completely protect the Planning Commission as we could end up with a facility that doesn't require licensing and they could run the facility in accordance with these requirements. Mr. Jazdyk stated Heritage Cove Farm could run this facility legally, and noted that they could do so without a Michigan license based upon the type of clientele that they service. Mr. Freese and Mr. Wendling agreed that it will be required if the law requires it. Discussion was held. Mr. Churchill stated that the applicant explained that they can't go to the State to discuss licensing until they receive an approval from the Planning Commission. Mr. Churchill stated that they do not know what licensing is necessary. Mr. Freese stated there is an exhibit showing that the State did look at what the applicant presented and the State indicated that it probably was going to be an adult foster care facility. Mr. Freese stated if we do not approve some portions of this request, then it may not be able to be considered an adult foster care facility. Mr. Freese stated he can see where this is the problem when they say that they can't get the State to determine what licensing might be necessary until the Planning Commission makes a decision. Mr. Freese stated if the Planning Commission approves all or a portion of this request, then they will have to go to the State who will tell them, based on what the Planning Commission approved, what license is required or not required. Mr. Freese stated if a license is not required, then the State is saying that then there probably aren't the factors there that would require more safety precautions.

The Planning Commission agreed that 11 is acceptable.

Mr. Freese stated that the first statement in 12 is not true. Mr. Freese stated the ordinance does provide for what is really an analogy in 9.3.22. Mr. Freese stated there is no use like this in Lake and Stream Protection but there is in Agriculture and

Forestry Management. Mr. Freese referred to 12B and explained this falls back to the statement that Mr. Wendling made and the Tuscarora Township's objections to this and Griswold Mountain and legal counsel's differentiation between a zoning issue and a rezoning. Mr. Freese stated the Planning Commission is looking at a determination of zoning use and we are not looking at a rezoning therefore 12A and 12B are not applicable. Mr. Kavanaugh agreed with Mr. Freese and stated that the Tuscarora Township Planning Commission should be given weight as they have a Master Plan that we have approved. Mr. Kavanaugh stated Section 4 of our Master Plan states that we should be using their Master Plan in reviewing plans. Mr. Kavanaugh stated that the Tuscarora Township Planning Commission met, discussed this request and felt that it wasn't compatible and that should be included in the General Findings. Mr. Jazdyk stated a lot of money was spent on a Master Plan and we said we would place credence in that Master Plan and it would be the road map for future planning and essentially the Master Plan for future zoning ordinances. Mr. Jazdyk stated we also said we wanted to go to the township because they were closest to the people and they represented the people the best. Mr. Jazdyk stated we accepted Tuscarora Township's Master Plan that they developed. Mr. Jazdyk stated that the Master Plan is in effect and it should have weight because they are the closest to the people. Mr. Schnell stated there are three references to the Master Plan in the Zoning Ordinance and noted that Mr. Jazdyk's points are right on as far as how the Master Plan applies to a zoning ordinance amendment. Mr. Schnell stated the Master Plan in reference to the actual regulations within the Zoning Ordinance. Mr. Schnell stated in the Open Space Subdivision purpose statement there is a goal that what they do will conform to the Master Plan. Mr. Schnell stated this is not relevant here as they are not doing open space. Mr. Schnell stated in the purpose statement for site plan review it states "The intent of this Section is to provide for consultation and cooperation between the developer and the County so that both parties might realize maximum utilization of land and minimum adverse effects upon the surrounding land uses consistent with the requirements and purposes of this Ordinance. Through the application of the following provisions, the attainment of the Master Plan of Cheboygan County will be assured and the County will develop in an orderly fashion." Mr. Schnell stated the third reference to the Master Plan is also in site plan review and this seems to be an error in reference but it is in the Zoning Ordinance. Mr. Schnell read Section 20.10i, "The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Streets and drives which are part of an existing or planned street pattern which serves the adjacent development shall be of a width appropriate to the traffic volume they will carry and shall have a dedicated right-of-way equal to that specified in the Master Plan." Mr. Schnell stated the reference is probably intended to say that the Master Plan says that your neighborhood should have a grid pattern you should follow that and move forward.

Mr. Kavanaugh asked Mr. Schnell to look for the reference that we use their Master Plan whenever applicable. Mr. Schnell noted that is located in our Master Plan. Mr. Kavanaugh stated that is an important issue. Mr. Schnell stated that references amendments to the Zoning Ordinance. Mr. Freese stated that would be consistent with the Zoning Ordinance but what we are looking at is a use under the Zoning Ordinance as it is presently written. Mr. Freese stated we are trying to find something that is consistent with the Zoning Ordinance the way it is written. Mr. Freese stated we are not looking for a revision, amendment, change, or rezoning to the Zoning Ordinance. Mr. Kavanaugh stated that Tuscarora Township said that they felt it was not compatible with the land use plan. Mr. Freese stated that we have to look at the zoning ordinance as written which is the law. Mr. Freese stated this is what we are trying to follow and not a land use plan that may change the zoning in the future. Mr. Schnell stated he received a call from a Tuscarora Township resident who was concerned that the Master Plan was not worth anything anymore. Mr. Schnell explained that it is worth a lot as the County and the Township Master Plan, when making zoning amendment decisions, are the documents to review and they carry a lot of weight. Mr. Schnell stated that because we reference the Tuscarora Township Master Plan that carries a great deal of weight in making amendments to the Zoning Ordinance. Mr. Wendling stated the Zoning Ordinance is what it is and you have to follow it as written. Mr. Wendling stated the reference in the Cheboygan County Master Plan requires that if you are going to make changes in the ordinance (legislative act, rezoning or otherwise) you need to consider the Tuscarora Township Master Plan. Mr. Wendling stated that for specific applications before you, the Zoning Ordinance is it. Mr. Kavanaugh suggested including the decision made by Tuscarora Township in the General Findings. Mr. Wendling agreed with Mr. Kavanaugh. Ms. Croft noted that 12B states that Craig Waldron made a motion that Heritage Cove Farm plan is not compatible with our future land use map and this is already part of the findings.

Mr. Freese read from 13, "The Planning Commission further finds that Applicant's September 22, 2015 letter also proposes a "garden" and "greenhouse" on that portion lying within the P-LS District, but fails to provide the provision(s) of the Ordinance in support of these proposed uses; however, Applicant does seek a reasonable accommodation for same." Mr. Freese stated that the garden is allowed under Section 10.2.2. Mr. Freese stated the greenhouse is specifically authorized in two other places (Resource Conservation and Agriculture and Forestry Management) but he questions whether that is not allowed under the Right To Farm Act. Ms. Croft asked if greenhouse falls within the Right To Farm Act. Mr. McNeil stated yes, provided it is being done commercially. Mr. McNeil stated gardening is a use permitted by right in the Lake and Stream Protection zoning district. Mr. Freese suggested replacing "The Planning Commission further finds that Applicant's September 22, 2015 letter also proposes a "garden" and "greenhouse" on that portion lying within the P-LS District, but fails to provide the provision(s) of the Ordinance in support of these proposed uses; however, Applicant does seek a reasonable accommodation for same." with the

applicant does not provide it but gardens are allowed under Section 10.2.2. Ms. Croft suggested including that a greenhouse, as long as it is commercial, is provided under The Right To Farm Act.

Ms. Croft asked if there are any additional General Findings that the Planning Commission would like to add.

Mr. Freese stated he would like to add to the General Findings, "The primary use of the entire application is for a therapeutic farm which is if not analogous to a convalescent home it certainly matches the definition and could be considered under Section 9.3.22." Mr. Kavanaugh questioned if this will tend to make the Planning Commission look at this as an entire project. Mr. Freese stated no and that it is just saying that they primary use of the entire application is for a therapeutic farm facility which is a convalescent home under our definition. Mr. Jazdyk stated he did not know if he would stretch it that far. Mr. Freese stated you will have to come up with something that is in the regulation that is closer to it than convalescent home. Mr. Freese stated if it isn't exactly then the closest you can push it into 9.3.22 and that is the closest thing in the regulation that it matches. Discussion was held. Mr. Kavanaugh stated these are big terms. Mr. Freese questioned if the definition of convalescent home in the Zoning Ordinance is required to have a license or capable of having a license. Mr. Wendling stated he would view this as being capable of having a license because it is a requirement of whatever the state law will require. Mr. Wendling stated if licensing is required that is what it is for. Mr. Wendling stated if you don't think that is close enough, then match it up to Section 9.3.22. Mr. Freese stated he has gone through the regulation and can not find anything that comes closer than convalescent home and if you don't say that it is on point in every aspect then it is certainly close and you consider it under Section 9.3.22. Mr. Borowicz stated it is not a nursing home or an adult foster home because the term convalescent home implies the process of recovery. Mr. Borowicz stated that with this reasoning, this is as close as he can come. Mr. Kavanaugh asked Mr. Borowicz if he believes this is not close to a convalescent home. Mr. Borowicz stated he does and this is the closest that we can come to under Section 9.3.22. Mr. Freese stated you can't have exclusionary zoning and say that this is an elephant and there is no place for the elephant in the regulation because then you will have to come up with some place. Mr. Kavanaugh stated that both convalescent home and Section 9.3.22 should be included.

Mr. Freese stated there has been a lot of discussion that this is a residential area. Mr. Freese stated the use may be residential but the property is zoned Lake and Stream Protection. Mr. Freese stated the only parcels in the general area that have an underlying Residential zoning are the platted subdivisions. Ms. Croft noted that these properties are not within a platted subdivision. Mr. Freese stated the underlying use is still Lake and Stream Protection which is not a Residential zoning per se. Mr. Kavanaugh suggested including "It is zoned Lake and Stream Protection but the uses are residential." Mr. Churchill suggested including "Lake and Stream Protection allows residential uses." Mr. Kavanaugh stated that historically most of that area is developed residentially even though a good portion of it is zoned Lake and Stream Protection. Mr. Schnell asked if it would help to reference the purpose statement for the Lake and Stream Protection zoning district, "...it becomes apparent that there is considerable pressure for development of waterfront property for homes, tourism and recreation." Mr. Jazdyk stated he does not know that it has a huge bearing on the General Findings. Mr. Freese stated the Lake and Stream Protection zoning district tries to preclude a denser housing use and noted that there is a 100ft. wide lot restriction. Mr. Freese stated this is a protection district that is trying to put some brakes on the residential use in that area. Mr. Jazdyk stated or on any use that would increase densities in population.

The Planning Commission reviewed the Specific Findings Of Fact Under 18.7 Of The Cheboygan County Zoning Ordinance. Mr. Freese noted that "The Property is located in zoning districts in which the Farm is allowed by way of special land 415 use pursuant to M-AF §9.3 and P-LS § 10.3 as discussed in parts III(A)(1) and III(A)(2) of the 416 applicants letter dated April 20, 2015 (see Exhibit 1)." is to be added to Findings That Support This Standard under 18.7a. Discussion was held regarding this statement being included in the General Findings.

The Planning Commission reviewed the Findings That Support This Standard for 18.7.a submitted by legal counsel and staff. The Planning Commission agreed that 18.7.a.1 is acceptable. The Planning Commission discussed 18.7.a.2. Mr. Jazdyk stated if you look at infirmity, it depends on the decision. Mr. Jazdyk stated if you look at infirmity, as including the concept of mental disability, certainly it meets the criteria because it says it has to be licensed. Mr. Jazdyk stated if you look at infirmity as the aged then you don't have this component in there. Mr. Jazdyk stated there is a possibility to turn it down based on this. Mr. Freese stated this is a positive statement for the findings. Mr. Freese stated this is in support and you may not accept it. Ms. Croft explained that the Planning Commission is going through the findings that support the standard. Mr. Freese stated that a decision will be made that the whole thing does or does not support. Mr. Kavanaugh stated that the Planning Commission has reviewed the 8 Findings That Support This Standard for 18.7.a. Mr. Kavanaugh stated that the Planning Commission is now reviewing the Findings That Will Not Support This Standard for 18.7.a.

The Planning Commission reviewed the Findings That Will Not Support This Standard for 18.7.a submitted by legal counsel and staff. The Planning Commission agreed that 18.7.a.1, 18.7.a.2, 18.7.a.3, 18.7.a.4, are 18.7.a.5 are acceptable. Mr. Freese stated that 18.7.a.6 should be changed to, "The Planning Commissions finds that the Applicant's proposal for a country club

use under 10.3.6 is 458 not a part of what is being proposed as an operation in the M-AF Zoning District, but rather is a use 459 being proposed in the M-AF District as a convalescent home.”

Ms. Croft asked if this standard has been met. Mr. Freese stated we are not going to decide yet. Mr. Kavanaugh stated the Planning Commission has to review the other findings that have been provided. Mr. Wendling stated this is a discretionary decision upon the Planning Commission. Mr. Freese stated the Planning Commission reviewed the General Findings the same way. Mr. Kavanaugh stated that the Planning Commission should review 18.7.a on the other side as this is the crux of the entire proposal. Mr. Kavanaugh stated this will be the most time consuming item and everything hangs on 18.7.a. Mr. Kavanaugh stated there is a lot of work and it is important to do this work.

Discussion was held regarding the Findings that were submitted by Bridget Brown Powers. Ms. Croft and Mr. Wendling referred to 18.7.a and stated that Bridget Brown Powers notes for the Planning Commission to refer to Cheboygan County Planning Commission Draft Findings of Fact for Findings That Support This Factor. Mr. Schnell noted the confusing part is that Bridget Brown Powers uses a capital letter A and B for the standards which are lower case a and b. The Planning Commission agreed.

The Planning Commission reviewed the Findings That Do Not Support This Standard for 18.7.a that were submitted by Bridget Brown Powers.

Discussion was held regarding 18.7.a.B (Uses Requested in the M-AF Zoning District). Mr. Freese stated animal pasture area, greenhouse, barn and workshop are allowed in Agriculture and Forestry Management. Mr. Freese stated the conclusion is not a fact. Mr. Kavanaugh stated a portion of it is not a fact. Mr. Kavanaugh noted that the first paragraph talks about “housing and cottages”, “garage and laundry” and “administrative building”. Mr. Kavanaugh stated that the animal pasture area, greenhouse, barn and workshop are approved uses. Mr. Kavanaugh stated the Planning Commission did not talk about “housing and cottages”, “garage and laundry” and “administrative building” stretch into that zone. Mr. Borowicz stated it is not analogous to a convalescent home. Mr. Borowicz stated it is a convalescent home and in M-AF it is allowed. Mr. Freese stated that is right. Mr. Jazdyk stated the Planning Commission has not made that determination. Mr. Kavanaugh agreed with Mr. Jazdyk. Mr. Wendling stated that the Planning Commission will have to make that decision when discussing 18.7.a as it can’t be open ended. Mr. Kavanaugh questioned if “housing and cottages”, “garage and laundry” and “administrative building” are analogous to a convalescent home. Mr. Borowicz and Mr. Freese stated that they are components of a convalescent home. Mr. Kavanaugh stated that is not what it says. Mr. Freese stated he is not saying that it is analogous to, he is saying it is. Mr. Borowicz agreed with Mr. Freese and stated a convalescent home will have all of those facilities. Ms. Croft stated that with a convalescent home being a primary and all of those being a portion of. Mr. Borowicz stated it could be portions of one building or separate buildings. Mr. Freese stated there is nothing in the regulation stating that they have to be one structure. Mr. Kavanaugh stated that he does not believe that portion is the same as a convalescent home. Mr. Borowicz stated there are nine Planning Commission members that will have to make this decision. Mr. Wendling stated that the Planning Commission will have to make this decision. Discussion was held. Mr. Freese asked Mr. Wendling if there is a vote taken and the majority agrees that this is a convalescent home in Agriculture and Forestry Management zoning district, does the decision stand for the whole Planning Commission. Mr. Wendling stated yes and then you will go through and apply it. Mr. Churchill asked Mr. Kavanaugh why he does not feel that “housing and cottages”, “garage and laundry” and “administrative building” are part of a convalescent home. Mr. Kavanaugh stated he does not believe that “housing and cottages”, “garage and laundry” and “administrative building” fits a convalescent home. Mr. Kavanaugh stated it is not analogous to a convalescent home. Mr. Kavanaugh stated it may be portions of a convalescent home. Mr. Kavanaugh stated he does not believe it is the exact same thing as a convalescent home. Mr. Freese stated in this district there is also housing units and laundry is necessary. Mr. Freese stated that administration is there. Mr. Freese stated there will also be a barn, workshop and greenhouse. Mr. Kavanaugh stated he does not have a problem with these uses. Mr. Freese stated this is a therapeutic farm. Ms. Croft questioned if we are dealing with a therapeutic farm or a convalescent home. Mr. Freese stated he made a determination that a convalescent home is the closest item in the regulation to the proposed primary function of this application which is a therapeutic farm. Mr. Kavanaugh stated that the Planning Commission included both in that determination. Mr. Wendling stated that theoretically you could make a motion that it is closest to a convalescent home to the extent that it is not identical to a convalescent home it matches up as a use under 9.3.22. Mr. Jazdyk stated then you will have to go back to see if the definition is met for a nursing convalescent home and determine whether you include the definition that we have for infirmity. Mr. Jazdyk stated that by going through the rest of the Findings of Fact that the Planning Commission may find other things that would sway an opinion regarding this issue. Mr. Jazdyk stated once that vote is taken, it is all over. Mr. Jazdyk explained that there may be information provided later that may be helpful. Mr. Freese stated that this particular page can’t be addressed at this point as this is the crux of the whole request.

Mr. Wendling stated that there is confusion with the other findings. Mr. Wendling stated that the findings can be merged into

one document. Mr. Wendling stated that for the next meeting it is critical that every Planning Commission member read all of the findings, make notes and be prepared to lay out their positions as to those findings so that later you don't have a different decision. Mr. Wendling stated that the Planning Commission should be prepared and know exactly what they are talking about because they have thoroughly read the findings and made their own determinations. Mr. Wendling stated that the Planning Commission should be prepared for the meeting so they can quickly argue those positions and move forward. Mr. Wendling stated that the Planning Commission is getting caught up due to the recent nature of some of the findings that were submitted. Mr. Wendling stated that the findings will be put into a format that is similar to what the Planning Commission is used to seeing which will make it easier to read. Mr. Wendling stated it is critical that all of the findings are read and review the corresponding exhibits and decide if exhibits should be changed, decide if any findings should be deleted. Mr. Wendling stated if a finding should be added it should hand written and submitted. Discussion was held.

**Motion** by Mr. Kavanaugh, seconded by Mr. Churchill, to have legal and staff merge the two Findings of Fact. Motion carried unanimously.

Mr. Schnell stated that he will draft the Findings of Fact so that the source is clear. Mr. Schnell stated it will be easier to read and the Planning Commission will receive a digital copy and a paper copy. Mr. Schnell stated that the applicant submitted Findings of Fact also that will be included. Mr. Wendling agreed that the applicant's Findings of Fact should be included. Mr. Freese suggested that the Findings of Fact be color coded as to the source.

**NEW BUSINESS**

No comments.

**STAFF REPORT**

Mr. Schnell asked Ms. Croft if there is a specific meeting date that the Heritage Cove Farm request will be addressed. Ms. Croft asked what the holiday schedule looks like and how soon could this request be added to an agenda. Ms. Croft stated the next meeting is January 6, 2016. Discussion was held. Mr. Schnell stated this request can be added to the January 6, 2016 agenda. Mr. Freese asked if there are any other applications that will be reviewed at the January 6, 2016 meeting. Mr. McNeil stated there is one special use permit application that will be reviewed. Discussion was held.

**PLANNING COMMISSION COMMENTS**

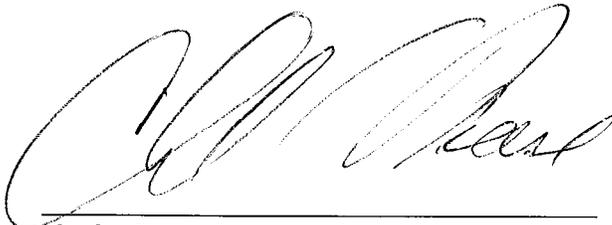
No comments.

**PUBLIC COMMENTS**

No comments.

**ADJOURN**

**Motion** by Mr. Kavanaugh to adjourn. Motion carried. Meeting was adjourned at 9:53pm.



Charles Freese  
Planning Commission Secretary



# 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 WEDNESDAY, JANUARY 6, 2016 AT 7:00 P.M. ROOM 135 – COMMISSIONER'S ROOM - CHEBOYGAN COUNTY BUILDING**

**PRESENT:** Bartlett, Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdzyk  
**ABSENT:** Churchill  
**STAFF:** Scott McNeil, Steve Schnell, Peter Wendling  
**GUESTS:** Charlie Hague, Russell Crawford, Cheryl Crawford, Deborah Kidder, David Kidder Alice Arnett, Dave Rossman, Ruth Bennett, Martha Sheerin, Brady Hebert, Karyn Rogers, Ron Rogers, John Wallace, Charles M. Maziasz, Tony Matelski, John F. Brown, Carl Muscott, Larry Hanson, R. Lincoln, Anne P. Couture, Pat Lynch, John Moore, Cal Gouine, Eric Boyd, Chris Liegl, Betsy Hanson, Doug Kubiecek, Jim Leh, Mike Wesley, Madeleine Naylor, Tony Naylor, Dr. Dan Weaver, Linda Weaver, Earl Parsons, Lori Parsons Henry Herpel, Dave Southwell, Patti Richardson Henige, Stan Henige, Dave Lurie, Jill Lutz

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

### **APPROVAL OF MINUTES**

The December 16, 2015 Planning Commission minutes were presented. **Motion** by Mr. Kavanaugh, seconded by Mr. Jazdzyk, to approve the meeting minutes as presented. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzyk, Lyon), 0 Nays, 1 Absent (Churchill)

### **PUBLIC HEARING AND ACTION ON REQUESTS**

**Air North Communications and Alice Arnett** - Requests a Special Use Permit for a wireless communication facility (section 17.13). The property is located at 6773 North M-33, Benton Twp., section 32, parcel #104-032-200-002-20, and is zoned Agriculture and Forestry Management (M-AF).

Mr. McNeil reviewed an aerial photo of the parcel. Mr. McNeil stated this parcel is located at the southwest corner of the intersection at Orchard Beach Road and M-33. Mr. McNeil stated this parcel is 39 acres and is zoned Agriculture and Forestry Management. Mr. McNeil stated the facility is taking the form of a 60ft. high wood pole with antennas that extend another 10ft above the pole for a total height of 70ft. Mr. McNeil referred to the detail drawing and noted the location of the driveway and existing structures. Mr. McNeil stated the proposed pole will be 300ft. from the road right-of-way and 90ft. from the driveway. Mr. McNeil stated there will be a 70ft. fall zone as noted on the detail drawing.

Mr. Freese asked if the applicant submitted any information showing that they investigated collocation on other towers in the area. Mr. Hague stated he does not have any documentation, but they have had facilities on this property for several years. Mr. Hague stated that Air North acquired MI Lakes who already had services at this location. Mr. Hague explained that there are approximately 130 customers coming off of this location. Mr. Hague stated that the property owner asked if the equipment could be removed from the home and installed on a pole on the parcel. Mr. Hague explained that by moving the equipment to another location could potentially affect access to the existing customers. Mr. Freese asked Mr. Hague if Air North could provide access to the same customers by collocating on the tower to the south of the parcel. Mr. Hague states yes, that is correct based on where the tower is located. Mr. Hague stated this is a beautiful location that sits on top of a hill that shoots across to an access point and also further to a couple of other access points. Mr. Freese asked if Air North could collocate on a

cellular tower in the area. Mr. Hague stated the location is not ideal for the current customers. Mr. Hague explained that they already have the existing location with access points that are tied into this location. Mr. Hague stated he did not know if he could lease space on that cell tower. Mr. McNeil reviewed the coverage map provided in the staff report. Mr. McNeil stated this comes from our database of cell towers. Mr. Freese stated that one was just approved on Carter Road. Mr. McNeil stated that the tower has not been constructed yet and this is a map of existing towers. Mr. Freese stated there is an existing tower and one that has been approved and they are within 4 miles of each other. Mr. Freese stated this one will be located in the middle of these two towers. Mr. Freese asked if the customers could be serviced by either of these two towers. Mr. Hague stated he can do the research if they would be able to communicate with the other access points further out in the country from either one of these locations. Mr. Freese stated the Planning Commission can't approve this unless they know that they are not able to collocate on the existing towers or that the proposed coverage can't be covered from the other two towers.

Mr. Wendling asked how the ordinance treats towers that are approved but unbuilt. Mr. Wendling asked if an unbuilt tower is considered a collocation under the ordinance. Mr. McNeil stated that the unbuilt tower is not a collocation option and we do not know at this time if it will be built as approved. Mr. Wendling stated that it would have to be based upon propagation tables as they exist. Mr. Freese stated the map still shows 5 other towers in the area. Mr. Kavanaugh stated it is reasonable to ask the applicant to verify if they are able to collocate on the proposed and existing towers. Mr. Freese stated he does not have any problem with the application other than the ordinance requiring the applicant to verify that they are not able to collocate on existing towers in the area. A discussion was held regarding tabling the request until the next Planning Commission meeting.

**Motion** by Mr. Freese, seconded by Mr. Kavanaugh, to table this request until the January 20, 2016 Planning Commission meeting. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdyk, Lyon), 0 Nays, 1 Absent (Churchill)

#### **UNFINISHED BUSINESS**

**Lawrence Hanson and Heritage Cove Farm, Inc.** – Request a Special Use Permit and approval of the submitted site plan. A Special Use Permit is requested under the following sections of the Cheboygan County Zoning Ordinance #200: Section 9.3.14., Nursing or convalescent homes, Section 9.3.22. (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.), Section 10.3.2. Club, Section 10.3.3. Cabin colonies, Section 10.3.6. County club, Section 10.3.8. Duplex or multi-family buildings, and Section 10.3.14. Restaurant/Bar. The property is located at 625 Grandview Beach Rd., Tuscarora Township, sections 5 and 6, parcel #162-005-300-002-00, #162-006-400-004-00 and #162-006-400-005-00 and are zoned Agriculture and Forestry Management District (M-AF) and Lake and Stream Protection District (P-LS).

Mr. Schnell explained that this is a complicated application and read special land use approval standard 18.7.a. "The property subject to the application is located in a zoning district in which the proposed land use is allowed." Mr. Schnell stated there was a discussion at the last meeting whether or not this is a convalescent home. Mr. Schnell stated there was a discussion whether this was a cabin colony and club in the Agriculture and Forestry Management zoning district. Mr. Schnell stated he has proposed three questions for the Planning Commission members to review. Mr. Schnell stated the first question is "In the Agriculture and Forestry Management zoning district, does the proposed use meet the definition of a convalescent home?" Mr. Schnell stated if you can get a resolution to this question you will be able to move on to address the uses in the Lake and Stream Protection zoning district. Mr. Schnell stated another memo has been provided to the Planning Commission members with a proposed General Finding to add. Mr. Schnell stated that section 9.3.14 which is the nursing or convalescent homes section of the Zoning Ordinance states that in the Agriculture and Forestry Management zoning district you can have a nursing or convalescent home. Mr. Schnell stated at the last meeting there was a discussion regarding the definition of infirm. Mr. Schnell stated there were questions regarding whether the definition included mental or just physical. Mr. Schnell stated he looked at the past history of the Planning Commission and Zoning Commission. Mr. Schnell stated in 2001 there was an approval for an adult foster care home for the developmentally disabled. Mr. Schnell stated it was approved under section 9.3.14 which is the convalescent home section. Mr. Schnell stated that this is how the Planning Commission has ruled in the past and it should be looked at similarly this time based on the previous approval and based on the way the definition is written. Mr. Schnell stated this has been reviewed by legal counsel and the precedent is strong. Mr. Wendling stated this doesn't require the Planning Commission to make an interpretation. Mr. Wendling stated the Planning Commission has already utilized the ordinance in a manner which includes, as part of the infirmity argument, approval under the convalescent use section which included a group home for people with a mental disability. Mr. Kavanaugh asked Mr. Wendling if the

Planning Commission finds that they have made an error on a past decision, will they have to continue to make the same error in the future. Mr. Wendling stated no. Mr. Wendling stated you have to look at whether the decision does or does not make sense. Mr. Wendling stated the Planning Commission has to look at past practice to see how it has been applied and consider if the past practice is contrary to logic and reason. Mr. Jazdzyk explained there are conflicting definitions and the job of the Planning Commission is to try and make sense of it. Mr. Jazdzyk stated there is room for some differences of opinion sometimes. Mr. Jazdzyk believes this application is complicated. Mr. Freese stated the Planning Commission is looking at two different levels. Mr. Freese stated the Planning Commission is looking at the regulation itself and what the term used in the regulation actually means. Mr. Freese stated this is the foundation that we have to work on. Mr. Freese stated if the Planning Commission doesn't agree on an interpretation of the terms used in the regulation then there is a real problem in applying the regulation and the definitions of terms must be agreed upon to proceed with the application of the regulation. Mr. Freese further stated that if there is a question of interpretation, then the regulation fully states the resolution of these issues should be resolved by the ZBA. Mr. Wendling stated the Planning Commission will have different views on how the regulation applies. Mr. Wendling stated a status conference with a judge in Bay City is scheduled for January 22, 2016. Mr. Wendling stated Haider Kazim is the attorney in that case. Mr. Wendling stated if Mr. Freese is suggesting sending a request for a determination to the Zoning Board of Appeals, we are out of time to be able to do that. Mr. Kavanaugh explained that if the Planning Commission members do not agree, then they have to decide with a vote. Discussion was held. Mr. Kavanaugh stated the all of the Planning Commission members do not have to agree exactly, but the majority will have to agree before continuing. Mr. Kavanaugh stated he has done research and looked at different dictionaries and he feels that the definition of infirm should include mental as well as physical. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, to include the three definitions of infirm as listed in the General Findings. Discussion was held. Mr. Jazdzyk noted that these definitions infer that mental is directly or somehow indirectly related to the element of age. Mr. Schnell stated that is already included in the proposed definition "A home, qualified for a license under applicable Michigan Law, for the care of children, aged, or infirm and providing facilities for four or more patients." Mr. Jazdzyk stated that the vast majority of definitions that he reviewed included some inference to the term infirmity as it relates to age. Mr. Jazdzyk stated it is one that you will have to sort out in your own mind and he believes it will affect the decision. Mr. Freese proposed also using the definition provided on the desk. Motion carried. 7 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Lyon), 1 Nay (Jazdzyk), 1 Absent (Churchill)

Ms. Croft asked does the proposed use meet the definition of convalescent home in the Agriculture and Forestry Management zoning district. Mr. Freese stated yes. Mr. Jazdzyk stated yes if infirm is as described.

Ms. Croft asked does the proposed use meet the definition of cabin colony in the Lake and Stream Protection zoning district. Mr. Freese stated yes. Mr. Jazdzyk stated this is difficult because the same use is in the two zoning districts, but it is being called two different uses. Mr. Jazdzyk stated this sets a dilemma of how the Planning Commission will proceed with zoning. Mr. Freese stated cabin colony is an allowed use in the Lake and Stream Protection zoning district. Mr. Freese asked if the housing use in the Lake and Stream Protection zoning district is the same as the housing use in the Agriculture and Forestry Management zoning district. Mr. Jazdzyk stated yes. Mr. Freese stated they can be called two different uses if they are a use that is authorized under that terminology in that district. Mr. Freese stated this can't be turned down based on the Anchor Steel case because that use (cabin colony) is an authorized use in the Lake and Stream Protection zoning district. Mr. Jazdzyk stated his concerns about the uses in on zoning district being considered analogies to other uses in another zoning district. Mr. Jazdzyk stated this creates havoc for the Planning Commission and other people will have the door wide open to do this also. Mr. Jazdzyk stated this seems to be a circumvention of a standard, straightforward way to do zoning. Mr. Freese stated it does make it very difficult, but you have to look at the actual use in the district. Mr. Freese stated it does matter what it is called. Mr. Freese stated you have to look at whether or not the use is an authorized use in the district. Discussion was held.

Ms. Croft asked does the proposed use meet the definition of a club in the Lake and Stream Protection zoning district. The Planning Commission stated no.

Ms. Croft asked does the proposed use meet the definition of a country club in the Lake and Stream Protection zoning district. The Planning Commission stated no.

Ms. Croft asked does the proposed use meet the definition of a restaurant in the Lake and Stream Protection zoning district. The Planning Commission stated no.

Ms. Croft asked does the proposed use meet the definition of a multi-family, duplex in the Lake and Stream Protection zoning district. The Planning Commission stated no. Discussion was held. Mr. Freese stated yes because there are two units under the same roof or in the same building. Mr. McNeil stated he researched the definition of duplex in other dictionaries as it is not defined in the Zoning Ordinance. Mr. McNeil stated that according to the Merriam-Webster Dictionary the definition of duplex is having two principal elements or parts. Mr. McNeil stated that according to the Oxford Advanced American Dictionary the

definition of duplex is a residential building divided into two apartments. Mr. McNeil stated that according to the Cambridge Academic Content Dictionary, the definition of duplex is a house having two separate apartments each with its own entrance. Mr. Freese stated that it would meet two of these definitions. Mr. Jazdyk asked if there are any other requirements for a duplex such as a stand-alone living environment which may include a kitchen or other items. Mr. Wendling stated it must meet the definition of a cabin or cabin colony. Ms. Croft read the definition of cabin, "Any building, tent or similar structure which is maintained, offered or used for dwelling or sleeping quarters....". Mr. McNeil stated that floor plans are available for the duplex. Mr. Borowicz stated that the floor plans do not show a duplex floor plan. Mr. Borowicz stated these floor plans show two bedrooms suitable for a residence for two individuals, but they are not separate living quarters so, therefore the multi-family duplex does not apply. The Planning Commission members agreed that the proposed use does not meet the definition of a multi-family, duplex in the Lake and Stream Protection zoning district.

Ms. Croft asked does the therapy accessory use, as described, meet the definition of accessory use to cabin colony and dining/restaurant in the Lake and Stream Protection zoning district. Mr. Freese and Mr. Kavanaugh stated no.

Ms. Croft asked if there are any changes to the General Findings with the exception of the one change that was presented tonight.

Mr. Freese referred to General Finding 7 and proposed adding, "There has been no information furnished which indicated the necessity of hundreds of acres to accomplish the stated purposes of therapeutic farms of this type." Mr. Kavanaugh stated the only reason to include General Finding 7 is to show that other therapeutic farms are larger. Mr. Kavanaugh stated there is no reason to include it or not include it. Mr. Freese stated this finding tries to lead you in one direction which is not a valid way to go. Mr. Jazdyk stated the size was included to compare a small facility to a large facility. Mr. Freese stated that this has nothing to do with the size as there is no requirement that the facility must be 500ft. or 1000ft. away from other parcels. Mr. Jazdyk stated that there was information regarding the large buffer zones that Gould's had between their farm and the population around them. Mr. Jazdyk stated there is a much smaller footprint and the community seems to be at odds at supporting this request because of the nearness of this community as different from these bigger communities. Mr. Freese stated that no information has been furnished to show that the extra hundreds of acres are necessary. Discussion was held. Mr. Jazdyk stated he does not have a problem with what Mr. Freese said. Mr. Kavanaugh stated he does not have a problem including it as we do not know whether 300 acres or 450 acres are better. Mr. Kavanaugh stated that Mr. Freese is saying that there is no evidence that the 300 acres is any better and it is presumed by the people who testified that larger parcels provide better isolation and protection. Mr. Kavanaugh stated that he is not certain that what Mr. Freese wants to insert would be a problem because we could have the testimony of the public included. Mr. Kavanaugh stated the impact is negative either way. Mr. Borowicz stated these are General Findings and it is a fact that people are concerned about the possibilities that could arise from this and it is a fact that nobody has proven that the size makes any difference. Mr. Kavanaugh supports Mr. Freese in including the statement. Mr. Jazdyk stated he does not have a problem with it either.

Mr. Freese referred to General Finding 9 and General Finding 10 and stated that there are generally the same until the last yellow sentence. Mr. Freese stated General Finding 9 should be kept and General Finding 10 should be deleted.

Mr. Freese referred to General Finding 11 and proposed adding, "The Planning Commission finds that cabins proposed in the Agriculture and Forestry Management zoning district are in fact the residential component (accessory use) of the convalescent home as authorized by the special use permit in this district." Mr. Freese stated this addresses Mr. Jazdyk's concerns regarding cabins versus cabin colonies being the same use. Mr. Freese stated he is saying that the use in the Agriculture and Forestry Management zoning district for these cabins is the residential component of the convalescent home. Mr. Schnell stated this is an accessory use to the convalescent home.

Mr. Freese proposed replacing General Finding 14 with General Finding 16 and add the following, "The Planning Commission further finds that a convalescent or nursing home under this definition does not require it to be contained in a single structure." Mr. Kavanaugh asked Mr. Freese what is his intent by including this statement. Mr. Freese stated this will establish the fact that the housing units don't have to be contained in a single structure. Mr. Schnell suggested using language from 18.7.a.4, "The Planning Commission finds that the CCZO does not restrict the number of structures which are part of a convalescent home, a use allowed by special use in the M-AF District. (See exhibit 154)". Mr. Freese agreed that this will be acceptable.

Mr. Freese proposed deleting General Finding 17. Mr. Borowicz stated that General Finding 17 is covered in General Finding 18.

Mr. Borowicz referred to General Finding 18 and stated that 9.3.4 should be changed to 9.3.14.

Mr. Freese proposed keeping General Finding 19 and adding the following, "A. The Planning Commission finds that Tuscarora Township has developed its own Master Plan and that this plan has been recommended to be utilized as a guide for rezoning amendments pertaining to Tuscarora Township under the Cheboygan County Master Plan. (See exhibit 155, page 20 – 21). The Planning Commission further finds that the application under consideration proposed no rezoning but rather questions of appropriate land use under the current regulation as written." Mr. Jazdyk stated that part of this may come up during the reasonable accommodation discussion as the Planning Commission will make a lot of reasonable accommodations as they go through the findings and make decisions about the expansions of some of the definitions to allow the applicant to use these similar to what was talked about across the two zoning districts. Mr. Freese stated the contention is that we should be following the Tuscarora Township Master Plan and their Planning Commission's recommendation that this be turned down but the Master Plan refers to rezoning matters. Mr. Freese stated if we are going to rezone something then he agrees that we should be following the Master Plan but we are not rezoning anything. Mr. Freese stated we are trying to apply the regulation as it is currently written to the situation we have at hand. Mr. Freese stated if you don't agree with the regulation, then we will have to change the regulation at some point (in the future). Mr. Freese stated the Master Plan has nothing to do with the decisions that are being made here. Mr. Jazdyk stated he does have a little bit of difference with Mr. Freese. Mr. Jazdyk stated that during the Master Plan process, there were meetings all over the community, there was community involvement, groups of citizens and all of their input. Mr. Jazdyk stated that the people in Tuscarora Township are the closest people to this problem. Mr. Jazdyk stated he is once removed, he is not an elected official and he does not have a horse in this race. Mr. Jazdyk stated there are approximately 150 people in this community that are opposed to this request. Mr. Jazdyk stated this is part of the Master Plan that they talked about at the meetings and decisions were made around that and now the Planning Commission tosses that out. Mr. Jazdyk stated that it was not too long ago that the Planning Commission tossed one of these out. Mr. Jazdyk stated that he believes that the Master Plan has some credence and he doesn't think that is the only thing that should be used. Mr. Jazdyk stated he doesn't believe that we should take the input of a community and then say forget you people. Mr. Jazdyk stated we should get rid of the Master Plan. Mr. Jazdyk stated he doesn't care how it is done, but we wasted money on the Master Plan. Mr. Kavanaugh stated he felt the same way when Mr. Schnell read from the Master Plan. Mr. Kavanaugh stated that he believes Tuscarora Township's Master Plan should carry some weight. Mr. Wendling stated the language is clear and the way that Mr. Freese presented it, is the way it is written. Mr. Wendling stated that is why it was very important with the Griswold Mountain issue because it was a request for a conditional rezoning. Mr. Wendling stated this is an administrative process so you are administering your ordinance as written and you have to follow the rules and regulations contained in the ordinance. Mr. Schnell stated at this stage when we get feedback it is very important and is weighed very heavily as it says in the Master Plan. Mr. Schnell stated that typically what we do in a situation like this is we would receive the comment and it would not necessarily change the plan but it is a good indication to follow up with them. Mr. Schnell stated that we do not have a lot of details as to why they do not feel that it doesn't meet their future land use goals. Mr. Schnell stated that maybe the goals are not appropriate for that area or maybe the goals are appropriate but the ordinance isn't appropriate. Mr. Schnell stated so this is a matter to go back and look at this as a zoning amendment. Mr. Kavanaugh stated that is not to be used in administrative decisions. Mr. Kavanaugh asked where this wording can be found. Mr. Schnell read from the Township Level Land Use Planning section of the Master Plan, "While Tuscarora Township has formed a Township Planning Commission and adopted a township-level master plan, Tuscarora has not adopted its own zoning ordinance. County zoning is, therefore, still in effect for Tuscarora Township. According to Michigan statute, zoning must be based on a plan in order to be legally valid. Because Tuscarora Township has undertaken its own master plan, it is recommended that the Tuscarora Township master plan be utilized by Cheboygan County for developing land use and zoning recommendations for that community. The most recently adopted Township future land use map should take the place of more general recommendations developed for the County as a whole...." Mr. Kavanaugh asked who went to them with a request to review that plan. Mr. McNeil stated the township is notified of the request. Mr. Jazdyk stated this is confusing. Mr. Jazdyk stated that the Master Plan does really have to do with the way we administer planning and so we should not reference the Master Plan in the Findings of Fact that give people the illusion that their input will be used in this process because it doesn't sound like it is used. Mr. Freese stated the Master Plan guides any rezoning that is done and if the people are not happy with the zoning the way it is then they can propose a rezoning or that the ordinance be changed. Mr. Schnell stated the Master Plan is the policy document that you look at when you set the law which is the Zoning Ordinance. Mr. Schnell stated the ordinance doesn't change without it being supported by the Master Plan. Mr. Freese stated the key to this is that you have to go by the way the regulation is written at that point and time. Mr. Schnell stated the future land use map and plan are set for 20 years in the future. Mr. Schnell explained that the Master Plan is not a regulatory document as it is actually a 20-year policy document.

Mr. Freese referred to General Finding 22 and stated that "these uses are permitted in the ordinance under section 10.2.2 and supported by the Right to Farm Act and" (text in black) should be included. Mr. Freese suggested including, "On December 16, 2015 the Planning Commission recognized the applicability of the Right To Farm Act in this case also." Ms. Lyon asked if the statement "The Planning Commission further finds that neither "cabins" nor "cabin colonies" are permitted by right or by special land-use permit within the M-AF District." is true. Mr. Freese stated that technically it is not true as cabins are authorized if they are a hunting or fishing cabin. Mr. Freese stated we should change the cabins to hunting and fishing cabins.

Mr. Freese stated hunting and fishing cabins are authorized but cabin colonies are not authorized in the Agriculture and Forestry Management zoning district. Mr. Kavanaugh noted that no one is looking at hunting and fishing cabins for this request. Mr. Freese referred to the definition of cabin and stated that hunting and fishing cabins do qualify as cabins so if you are saying that cabins aren't authorized then hunting and fishing is not authorized either. Mr. Freese suggested including "The Planning Commission further finds that hunting and fishing cabins are allowed within the M-AF District but cabin colonies are not." Mr. Jazdyk stated his concerns that this is very confusing and he does not think this is a good way to go as it creates a substantial problem in people understanding the zoning. Mr. Freese stated there are major problems in the way the regulation is written and hopefully someday it will be straightened out.

Mr. Freese proposed deleting General Finding 23 and using General Finding 24.

Mr. Freese referred to General Finding 25 and stated that "5.3.8" should be deleted as this section was deleted from the regulation. Mr. Freese noted that exhibit 154 (Zoning Ordinance) is not an updated copy. Mr. Freese noted that the amendments that are not included in the exhibit 154 copy of the Zoning Ordinance do not pertain to the subject at hand. Mr. Freese stated this (General Finding 25) is where the terms "restaurant/bar" and "restaurant" come in. Mr. Freese stated that "entertainment and eating establishments" is the use in Agriculture and Forestry Management zoning district under Section 9.3.5 that is synonymous. Mr. Freese stated there are three different terms to consider. Mr. Borowicz stated that there are language problems in the Zoning Ordinance. Discussion was held.

Mr. Freese referred to General Finding 33 and stated that "condition" should be changed to "location".

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

The Planning Commission reviewed the Specific Findings of Fact Under Section 18.7 of the Cheboygan County Zoning Ordinance. Discussion was held regarding the Planning Commission reviewing some of the Findings of Fact to make sure they were factual. Mr. Schnell stated that the Planning Commission has approved some of the Findings of Fact with their answers to some of the initial questions.

The Planning Commission reviewed standard 18.7.a. **Motion** by Mr. Kavanaugh that this standard has not been met based on findings 1, 3, 4 and 5. Mr. Freese stated that the General Findings do not support finding 1. Mr. Freese stated he would agree on finding 3. Mr. Freese stated he would not agree on finding 4. Mr. Freese stated that finding 5 is thrown out by the Anchor Steel case. Mr. Jazdyk seconded Mr. Kavanaugh's motion. Mr. Freese stated that only finding 3 doesn't support the standard. Mr. Freese asked Mr. Wendling if the Planning Commission can be looking at any particular uses that we don't feel are supported and treat them separately. Mr. Wendling stated the Planning Commission has already made a decision that this is a convalescent home and also on the accessory uses that go along with the housing. Mr. Wendling stated this decision has already been made as far as the General Findings. Mr. Wendling stated the point is now to keep it consistent all the way through with what has already been done in the General Findings. Mr. Freese stated he doesn't agree with Mr. Kavanaugh's motion. Mr. Freese stated the findings 1-8 support the standard. Mr. Wendling stated that he doesn't see it as being consistent with what was done on the General Findings. Mr. Wendling stated that having a negative finding, other than the therapy issue, would be a problem given the General Findings. Mr. Schnell stated that a motion not in support of 18.7a isn't supported by the General Findings and the discussion that was held. Mr. Freese stated he has a problem with finding 3 which is the therapeutic use in the Lake and Stream Protection zoning district. Mr. Kavanaugh revised his motion to only include finding 3. Mr. Schnell stated that a lot of the General Findings that were adopted do not agree with a negative finding on 18.7.a. The motion failed for lack of support. **Motion** by Mr. Freese, seconded by Ms. Lyon, that findings 1-8 will support standard 18.7.a. Discussion was held. Mr. Jazdyk stated that we are not providing credence to the people who presented the findings that will not support the standard. Mr. Jazdyk stated that there is enough information here to make a legitimate case for several findings that will not support the standard. Mr. Borowicz suggested not including finding 7 as it states that the applicant makes the analogy part of the argument. Mr. Freese stated he agrees with deleting finding 7. Mr. Freese revised his motion to only include findings 1-6 and 8. Ms. Lyon supported the amended motion. Motion carried. 6 Ayes (Croft, Borowicz, Freese, Ostwald, Bartlett, Lyon), 2 Nays (Kavanaugh, Jazdyk), 1 Absent (Churchill)

The Planning Commission reviewed standard 18.7.b. **Motion** by Mr. Kavanaugh, seconded by Ms. Freese, that findings 1-2 will support standard 18.7.b. Discussion was held. Mr. Jazdyk stated he agrees with the motion but noted he did not understand the comments regarding the Bald Eagle in 1c as he does not have a lot of information on this issue. Mr. Freese stated that if the Bald Eagles are going to be bothered, it will be by boat traffic going up and down the river (which borders the property to the east) all summer long. Mr. Freese stated the boat traffic will bother the Bald Eagles more than this facility will ever bother them. Mr. Freese stated that no information has been presented to the Planning Commission on any nesting sites on this

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

The Planning Commission reviewed standard 18.7.c. Mr. Freese stated that the increased traffic in the area would be due to the 13 employees and 3 staff members and there will be a couple of small delivery trucks a week. Mr. Freese stated this information was provided during the testimony of the applicant and this will not constitute much of an increase in traffic. Mr. Freese stated the Planning Commission has approved other facilities with ten times the amount of traffic and ten times the number of employees without any consideration for traffic congestion problems or a traffic study. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, that findings 1-4 will support standard 18.7.c. Discussion was held. Mr. Jazdyk asked if a traffic study will be discussed later. Mr. Freese stated that traffic problems are part of this standard. Ms. Croft asked if there are any traffic problems. Mr. Jazdyk stated he is not concerned about this standard, but he will address his concern when reviewing standard 18.7.f. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 18.7.d. Discussion was held. Mr. Kavanaugh proposed adding as a finding that will not support the standard "During the public comment many people spoke that safety issues, property values, use of people's property now and after this facility is established would be diminished." Mr. Kavanaugh stated there were numerous comments on the use of the property and how children will not be able to use the trail any longer due to the facility. Mr. Kavanaugh stated that property owners were concerned about not being able to sell their property. Mr. Kavanaugh stated that there was a pending sale and if this request was approved the sale would not happen. Mr. Kavanaugh stated a person in the business indicated that this could happen. **Motion** by Mr. Freese, seconded Mr. Kavanaugh, that findings 1-4 will support standard 18.7.d. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 18.7.e. Discussion was held. Mr. Kavanaugh proposed adding finding 2 under will not support the standard "Testimony from a retired police officer indicated that there will be an increase in safety hazards and emergency room visits. Chris Blake, Clinical Psychologist, stated safety issues are a matter of concern. There was general public testimony where numerous people testified that there would be additional demands on fire, police and other resources." **Motion** by Mr. Kavanaugh, seconded by Ms. Freese, that findings 1-2 will not support standard 18.7.e. Motion carried. 7 Ayes (Croft, Freese, Kavanaugh, Bartlett, Ostwald, Jazdyk, Lyon), 1 Nay (Borowicz), 1 Absent (Churchill). Mr. Wendling stated that in this case this Planning Commission will have to look at the analysis on the accommodation issue.

The Planning Commission reviewed standard 18.7.f. Discussion was held. Mr. Freese proposed adding as finding 6 under will support the standard "6. The Planning Commission finds that testimony indicates that traffic from the facility will consist of point of beginning traffic of 13 employees, 3 permanent staff and commercial vehicle deliveries by regular delivery trucks, not semis, 2-3 times per week." Mr. Jazdyk stated he believes that there was information provided that there was a snowmobile accident there. Mr. Jazdyk explained that as you drive in it is a difficult area as you are coming straight in there is the snowmobile trail. Mr. Jazdyk noted that there should be proper traffic signage along the front. Mr. Freese noted that the trail has a stop sign. Mr. Freese stated that speaking from personal experience, four days ago, he almost hit a snowmobile and he was only traveling 20mph down the road. Mr. Freese stated there is no way to prevent this as the snowmobilers do not pay attention to stop signs. Discussion was held. **Motion** by Mr. Kavanaugh, seconded by Mr. Freese, that findings 1,2,3,4 and 6 will support standard 18.7.f. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 18.7.g. **Motion** by Mr. Freese, seconded by Mr. Borowicz, that findings 1-5 will support standard 18.7.g. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 18.7.h. Discussion was held. Mr. Wendling stated that this is more of a requirement than a standard and this has been talked about in the past. Mr. Wendling stated this is more of a statement saying that you have to comply with the laws and regulations as applicable under the ordinance and under federal and state law. Mr. Jazdyk asked what happens under the guideline if the applicant has a certain type of clientele and then they find that there is no licensing required. Mr. Wendling stated if it is allowed under the law, then they are meeting the standard. Mr. Jazdyk asked what will happen if this is approved for patients with mental issues and then it is actually a homeless shelter. Mr. Wendling stated other agencies start from the bottom and zoning approval is the bottom. Mr. Wendling explained that the State will not give a commitment on the licensing requirement until there is zoning approval. Mr. Jazdyk stated his concerns regarding the applicant not knowing the type of client that they will have. Mr. Wendling stated that the applicant did describe the type of client that they will have. Mr. Freese stated the applicant stated they will apply for any licenses that are necessary

and they will try for accreditation over and above the licensing. Discussion was held. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, that finding 1 will support standard 18.7.h. Discussion was held. Mr. Borowicz suggested including finding 2 also. Mr. Freese revised his motion to include finding 2. Mr. Kavanaugh seconded the revised motion. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed the standards under the Additional Standards for Reasonable Accommodation under the Americans with Disabilities Act, The Federal Fair Housing Act and the Persons with Disabilities Civil Rights Act.

Mr. Wendling stated the Planning Commission made a finding under 18.7.e that the standard had not been met. Mr. Wendling stated the finding was based upon the testimony from a police officer, mental health expert and general public. Mr. Wendling stated the comments were directly based upon the disability of the parties which brings us into the accommodation phase. Mr. Wendling reviewed standard c under the Additional Standards for Reasonable Accommodation under the Americans with Disabilities Act as amended, The Federal Fair Housing Act, and the Persons with Disabilities Civil Rights Act. Mr. Wendling stated it is a risk if this is the reason it is turned down and it is fodder for the federal case and under the ADA as amended in 2008 as well as the Federal Fair Housing Act. Mr. Wendling stated the Planning Commission already determined that there is a disability to begin with. Mr. Wendling read standard a under the Additional Standards for Reasonable Accommodation under the Americans with Disabilities Act, The Federal Fair Housing Act, And The Persons With Disabilities Civil Rights Act. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, that finding 1 supports standard a. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

Mr. Wendling reviewed standard b and suggested that the Planning Commission finds that the applicant is making a request for reasonable accommodations and modifications of the standard under section 18.7.e and that modification results in the standard being met because of the disability of the residents. Mr. Kavanaugh asked if it will rule out the chance to put conditions on a special use permit since there are accommodations being made. Mr. Wendling stated not at all unless they are conditions that are contrary to the rules of the reasonable accommodation. Mr. Wendling explained that land based conditions are acceptable. Mr. Kavanaugh asked if it will affect licensing or screening. Mr. Wendling stated no. **Motion** by Mr. Borowicz, seconded by Mr. Ostwald, that finding 1 supports standard b. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

Mr. Wendling reviewed standard c and suggested that the Planning Commission revise finding 1, "The Planning Commission finds that the requested modification is reasonable and necessary with respect to the uses proposed in the P-LS District attributable to the proposed development as a whole. Because the sole reason for not meeting standard 18.7.e is because of the mental disability of the residents, a modification allowing this use is reasonable and necessary under the Americans with Disabilities Act as amended and the Federal Fair Housing Act." Mr. Freese stated he agrees with Mr. Wendling's suggested language for finding 1. **Motion** by Mr. Freese, seconded by Mr. Ostwald, that finding 1, as modified per civil counsel, supports standard c. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

Mr. Wendling reviewed standard d and suggested that the Planning Commission revise finding 1, "The Planning Commission finds that the mentally disabled residents of Heritage Cove Farm should have an equal opportunity to use the dwellings located in both the M-AF and P-LS zoning districts as a reasonable accommodation under the Americans With Disabilities Act as amended and the Federal Fair Housing Act." **Motion** by Mr. Borowicz, seconded by Mr. Freese, that finding 1, as modified per civil counsel, supports standard d. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

Mr. Wendling reviewed standard e. Mr. Wendling stated that the issue is that 18.7.e as determined not to meet the ordinance solely based upon concerns related to the mentally disabled occupants of the property. Mr. Wendling asked if this alone would fundamentally alter the Cheboygan County Zoning Ordinance. Mr. Wendling reminded the Planning Commission members that we are addressing land use issues. Mr. Jazdzzyk stated he is not sure that he understands this but he thought back and in terms of accommodations there have already been significant accommodations throughout the process. Mr. Jazdzzyk stated definitions have been used and expanded to accommodate the request such as nursing, convalescent home, infirmity, animal pasture, barn, workshop, and greenhouse. Mr. Jazdzzyk stated that the Planning Commission has looked at the definitions and made accommodations to allow this to happen. Mr. Jazdzzyk stated this has not been an inflexible, unaccommodating process. Mr. Jazdzzyk stated there was a discussion regarding the housing units being called one use in the Lake and Stream Protection zoning district and another use in the Agriculture and Forestry Management zoning district. Mr. Jazdzzyk stated the Planning Commission allowed this also. Mr. Jazdzzyk stated this is confusing to people. Mr. Jazdzzyk stated his concerns regarding the menu of possible uses that may fit that the applicant submitted. Mr. Jazdzzyk stated this is a significant administrative burden for the Planning Commission. Mr. Jazdzzyk stated so from that aspect some of these issues

have the potential to create significant work for the Planning Commission and there is merit in saying there will be a substantial effect on the community. Mr. Jazdyk stated he does not know whether this is a result of the disability or not but the work may be substantial to straighten this out. Mr. Jazdyk stated that other applicants may apply this approach with future requests. Mr. Borowicz stated that the only reason the applicant used the menu approach is because they were asking for a use that wasn't specifically allowed anywhere. Discussion was held. Mr. Schnell noted that the reasonable accommodation is just referring to the accommodations under the Fair Housing Act and the ADA for only 18.7.e. Mr. Schnell stated a decision has already been made on a lot of what is being discussed right now. Mr. Schnell stated 18.7.e is about fire, police and other public resources and the applicant is asking for an accommodation for that. Mr. Wendling suggested that the Planning Commission revise finding 1 "The Planning Commission finds that based upon the general findings of fact and the specific findings of fact for both the special land use, that approval of the accommodation under 18.7.e of this project even if it requires an increased burden on law enforcement does not fundamentally alter the Cheboygan County Zoning Ordinance." Mr. Kavanaugh asked Mr. Wendling if he could suggest a finding to show that there will be a significant impact on administration, police, fire, safety and the future of our planning and zoning process. Mr. Kavanaugh stated that by trying to put a round peg in a square hole in all of these situations, we have stretched everything to the max. Mr. Kavanaugh stated he thinks we will have a burden. Mr. Kavanaugh stated he doesn't believe there is a reason to make an accommodation if there are other easy solutions. Mr. Wendling asked what statistical evidence we have. Mr. Wendling explained the evidence that you have can be something more than a scintilla but less than a preponderance. Mr. Wendling stated the best description would be beyond a reasonable doubt which is used in criminal standards and is a very high level of proof. Mr. Wendling explained what is considered clear and convincing evidence and a preponderance of the evidence. Mr. Wendling stated anything less can be used but may be insufficient evidence. Mr. Wendling stated you don't have to accept insufficient evidence. Mr. Wendling stated you can look to see if there has been any evidence regarding a financial administrative burden on the County. Mr. Wendling stated you can look to see if there is a letter from the Sheriff or Prosecutor's Office advising that there will be a financial administrative burden on the County. Mr. Wendling stated he has to consider the possibility that this may end up in court. Mr. Wendling asked whether this particular section fundamentally alters the Zoning Ordinance. Mr. Wendling stated not really. Mr. Wendling stated that the undue financial administrative burden is what the Planning Commission is concentrating on. Mr. Wendling stated he does not think that there is enough evidence to not be able to use that. Mr. Wendling stated it would be difficult for him to come up with a finding. Discussion was held. Mr. Wendling stated that staff consults with other county agencies and this has not come up. Mr. Kavanaugh asked if a notice was sent to Tuscarora Township Police and if they just didn't respond. Mr. Kavanaugh stated that just because they didn't respond doesn't mean that they don't have a comment. Mr. Kavanaugh stated that a man who had been a policeman for 28 years and a well-recognized psychologist talk about these issues. Mr. Kavanaugh stated if we don't have anything else to go on and we can't use our own thoughts on this and there is a case that showed that there were additional utilization of ambulances and emergency rooms. Mr. Kavanaugh stated that because those people didn't respond and others did, we should be able to sort that out by common sense. Mr. Freese stated there was one exhibit that stated 7-10% of the emergency room visits were by people with psychiatric problems but there was testimony that provided information that 25% of the people either have had or will have psychiatric problems. Mr. Freese stated that it really isn't a problem if only 7-10% of the emergency room visits are due to psychiatric problems when 25% of the population may have psychiatric issues. Mr. Jazdyk stated when you put groups of people in urban populations in closer proximity there will be a higher crime rate. Mr. Freese stated there were a number of exhibits that spoke to these types of facilities being located in urban centers and they universally said there weren't problems. Mr. Jazdyk stated he did research on the internet and he found, at least, five facilities where the communities are in dire trouble. Mr. Jazdyk stated that there is a number where you can call the mayor and talk to him. Mr. Jazdyk stated if this turns out as it has been described by the applicants, it will be a value to our community. Mr. Jazdyk stated the facilities that were a disaster started out with the same discussion as we had and it changed because they didn't have to get licensing. Mr. Jazdyk stated the facilities turned into a homeless shelter or drug center. Mr. Freese stated that one of the conditions on the approval that he will suggest is that the licensing be reviewed and if any licenses are necessary that they are obtained. Discussion was held. **Motion** by Mr. Freese, seconded by Ms. Lyon, that finding 1, as modified per civil counsel, supports standard e. Motion carried. 6 Ayes (Croft, Borowicz, Freese, Bartlett, Ostwald, Lyon), 2 Nays (Kavanaugh, Jazdyk), 1 Absent (Churchill)

The Planning Commission reviewed the Specific Findings Of Fact Under Section 20.10 Of The Cheboygan County Zoning Ordinance.

The Planning Commission reviewed standard 20.10.a. **Motion** by Mr. Freese, seconded by Mr. Bartlett, that findings 1 and 2 will support standard 20.10.a. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.b. Mr. Freese stated that the findings that will not support the standard indicates that the survey is outdated. Mr. Freese noted that the survey is dated April 14, 2015. Mr. Kavanaugh stated that

finding will not be included. **Motion** by Mr. Freese, seconded by Mr. Borowicz, that finding 1 will support standard 20.10.b. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.c. **Motion** by Mr. Borowicz, seconded by Mr. Kavanaugh, that finding 1 will support standard 20.10.c. Mr. Freese suggested including “2. The Planning Commission finds that review has been made by the Soil and Sedimentation Officer under the provisions of the Cheboygan County Soil Erosion Sedimentation and Stormwater Runoff Ordinance.” as finding 2. Ms. Croft asked if finding 2 should be included. The Planning Commission agreed that finding 2 should be included. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent

The Planning Commission reviewed standard 20.10.d. Mr. Jazdzzyk stated the only area with any visibility is the northeast corner where the workhouse and greenhouse are located. Mr. Jazdzzyk stated an elderly neighbor is concerned about this particular area. Discussion was held. Mr. Jazdzzyk suggested that a hedge or buffer should be required for this area. Mr. Freese stated he would have no problem making this a condition. Discussion was regarding this being a condition of approval and not a response to this standard. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, that finding 1 will support standard 20.10.d. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.e. **Motion** by Mr. Borowicz, seconded by Mr. Freese, that finding 1 will support standard 20.10.e. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.f. **Motion** by Mr. Kavanaugh, seconded by Mr. Borowicz, that findings 1 and 2 will support standard 20.10.f. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

Ms. Croft stated that standard 20.10.g. is not applicable.

The Planning Commission reviewed standard 20.10.h.a. **Motion** by Mr. Freese, seconded by Mr. Borowicz, that finding 1 will support standard 20.10.h.a. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.h.b. **Motion** by Mr. Freese, seconded by Ms. Lyon, that finding 1 will support standard 20.10.h.b. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.h.c. **Motion** by Mr. Freese, seconded by Mr. Bartlett, that finding 1 will support standard 20.10.h.c. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.i. **Motion** by Mr. Freese, seconded by Mr. Borowicz, that findings 1 and 2 will support standard 20.10.i. Motion carried. 8 Ayes (Croft, Borowicz, Freese, Kavanaugh, Bartlett, Ostwald, Jazdzzyk, Lyon), 0 Nays, 1 Absent (Churchill)

The Planning Commission reviewed standard 20.10.j. **Motion** by Mr. Freese, seconded by Mr. Borowicz, that finding 1 will support standard 20.10.j. Motion carried. 6 Ayes (Croft, Borowicz, Freese, Bartlett, Ostwald, Lyon), 2 Nays (Kavanaugh, Jazdzzyk), 1 Absent (Churchill)

Mr. Borowicz recommended including proposed conditions 1-3 on pages 28-29. Mr. Kavanaugh and Mr. Freese discussed revising condition 2 “Obtain any and all licenses for the operation of Heritage Cove Farm from the State of Michigan and/or the federal government and either provide copies of the licenses to Planning and Zoning staff or provide letters or other written documentation from state and federal agencies that license facilities caring for the mentally ill or infirm that Heritage Cove Farm’s proposed use does not require a license or licenses normally issued to facilities that care for the mentally ill and/or infirm.” Discussion was held regarding staff reviewing the letters or written documentation that will be provided by Heritage Cove Farm.

Ms. Lyon asked if a buffer will be required. Mr. Freese stated that a buffer should be required along the northeast property line between the buildings on the east end of the grouping. Ms. Lyon asked if there should be a stipulation regarding the distance from the property line. Mr. Freese explained that spacing is already specified in the regulation and they will have to

meet the standard for screening. Mr. Schnell reviewed the requirements of section 17.18.4 and read “...plant material shall not be closer than 4ft. from the fence line or property line...” Mr. Freese stated that screening would be more appropriate if kept within 20ft. along the building. Mr. Freese suggested screening along the north/south line between the buildings and the next property over.

Mr. Kavanaugh suggested a review by Tuscarora Township Police to see if they have any recommendations for the roadway and trail and to see if they have any safety issues with this site. Discussion was held. Mr. Kavanaugh suggested requesting comments on the roadway, trail and safety issues from Tuscarora Township Police, Cheboygan County Sheriff, and Cheboygan County Road Commission.

Mr. Kavanaugh stated licensing will cover medical supply storage and disposal and any security that might be required. Discussion was held. Mr. Freese stated it is dependent upon what services they provide but if they are providing that type of service then the licensing will govern such activities.

Mr. Borowicz and Mr. Freese suggested shielded lighting down to the path from the top of the bluff to the dock and any interior lighting should be directed downward and shielded from any glare toward adjacent properties.

Ms. Croft asked if Soil and Sedimentation/Stormwater review has been completed. Mr. McNeil stated that it has been reviewed but a permit has not been issued yet. Mr. Freese and Ms. Croft agreed that the permit must be issued.

Mr. Kavanaugh suggested requiring that the conditions be met prior to operation.

**Motion** by Mr. Borowicz, seconded by Mr. Freese, to approve the special use permit based on the General Findings, Findings of Fact Under 18.7 and 20.10, and Additional Standards for Reasonable Accommodation with the following conditions:

1. Obtain all building code and health department permits for construction and file the same with Cheboygan County Planning and Zoning staff.
2. Obtain any and all licenses for the operation of Heritage Cove Farm from the State of Michigan and/or the federal government and either provide copies of the licenses to Planning and Zoning staff or provide letters or other written documentation from state and federal agencies that license facilities caring for the mentally ill or infirm that Heritage Cove Farm’s proposed use does not require a license or licenses normally issued to facilities that care for the mentally ill and/or infirm.
3. All agricultural practices will follow Generally Accepted Agricultural Management Practices (GAAMPS) with GAAMPS certification through the Michigan State University Agricultural Extension being supplied to Planning and Zoning staff for all farming activities on the property prior to the commencement of farming activities.
4. Screening within 20ft. of the buildings along the north/south line along the back of the buildings and the next property over. Screening is to meet Section 17.18 of Zoning Ordinance #200.
5. Planning and Zoning staff shall request written comments regarding roadway, trail and safety issues from Tuscarora Township Police, Cheboygan County Sheriff and Cheboygan County Road Commission.
6. Shielded lighting down to the path from the top of the bluff to the dock. Any interior lighting should be directed downward and shielded from any glare toward adjacent properties.
7. All conditions must be met prior to operation.
8. Obtain Soil and Sedimentation/Stormwater Permit.

Motion carried. 6 Ayes (Croft, Borowicz, Freese, Bartlett, Ostwald, Lyon), 2 Nays (Kavanaugh, Jazdyk), 1 Absent (Churchill)

## **NEW BUSINESS**

No comments.

## **STAFF REPORT**

Mr. McNeil stated there have been discussions regarding the duplicate use descriptions that are listed in the ordinance. Mr. McNeil stated the Planning Commission made it a priority to review all of the uses. Mr. McNeil stated staff has been working

on the duplicate use descriptions and identifying the ones that are the most problematic. Mr. McNeil stated he hopes to present this to the Planning Commission either the end of February or the beginning of March.

Mr. McNeil stated that Bryan Graham will be attending the next Planning Commission meeting to discuss the implications of the recent Supreme Court decision regarding signage.

#### **PLANNING COMMISSION COMMENTS**

Mr. Kavanaugh stated that during this process the Planning Commission members learned a lot. Ms. Croft thanked Mr. Wendling for his time and efforts. Mr. Jazdyk stated the Planning Commission is a great group to work with and noted that there are a lot of good spirited discussions. Mr. Freese stated he started out going one direction with the Heritage Cove Farm application and ended up doing a 180 degree turnaround on some of the major premises. Mr. Freese stated he is not exactly happy with everything but the Planning Commission has done the best job they could to make sure that the regulation is followed as it is written.

#### **PUBLIC COMMENTS**

Mr. Lurie stated that he is the Vice President of the Grandview Beach Association. Mr. Lurie stated that they strongly object to the Planning Commission's decision. Mr. Lurie stated it is unthinkable and irresponsible to put a 24/7 commercial, medical facility in a single-family residential community. Mr. Lurie stated that by approving this request the Planning Commission has opened the floodgates for any of these commercial, medical facilities in any residential beachfront community, such as Columbus Beach, Aloha Beach, Orchard Beach and Mullett Lake Village. Mr. Lurie stated that it is clear to those that live on Grandview Beach that the federal lawsuit has biased this process. Mr. Lurie stated he can't prove it, but it came up today when Mr. Wending referred to a January 22<sup>nd</sup> meeting with Mr. Kazim that can't be missed because of going to the Zoning Board of Appeals. Mr. Lurie stated that Grandview Beach has been changed for the worse and they have been violated. Mr. Lurie stated their rights as homeowners and taxpayers have been violated. Mr. Lurie stated that if you hire litigious attorneys they are likely to get their way. Mr. Lurie stated the Planning Commission did the best they could with what they had to work with but there were many arguments against approving this request. Mr. Lurie stated he didn't understand how a dwelling can be 320sf when the standard requires 720sf without a variance.

Ms. Lutz stated that she has done research and noted that psychiatric patients came under adult foster care in the 1960's when psychiatric hospitals were closed and patients were put into adult foster care homes. Ms. Lutz stated there are problems and they are increasing because mental health problems are increasing. Ms. Lutz stated when you congregate all of these people into one home you have more problems. Ms. Lutz stated that the mental health associations, assisted living associations and the nursing home associations are getting together and trying to change the laws. Ms. Lutz stated this request should have been tabled. Ms. Lutz stated the Planning Commission is important as they make the zoning laws. Ms. Lutz stated that the Planning Commission is now saying that a nursing home is not required to be one structure. Ms. Lutz stated that all nursing homes are required to be one structure. Ms. Lutz stated the beds, cafeteria, office and all of the housing are supposed to be contained in one structure. Ms. Lutz stated that the Planning Commission is saying that it can be four or five structures. Ms. Lutz stated that the Planning Commission has set a precedent.

Ms. Liegl stated it was her understanding that the Planning Commission was here to protect the people and their property values. Ms. Liegl stated this decision may have been enhanced by the threat of legal problems. Ms. Liegl stated that the Planning Commission has enhanced the value of one property at an extreme cost to the rest of the property owners. Ms. Liegl noted that there was a discussion regarding the traffic consisting of 2 trucks per week. Ms. Liegl stated that additional traffic from friends and family was not considered. Ms. Liegl asked if there is sufficient parking for friends and family that visit. Ms. Liegl stated she has worked with mentally ill people and the group dynamics are enormous. Ms. Liegl stated there is no way to predict what will happen. Ms. Liegl stated she worked with kids and there was one kid who didn't like the way another kid was eating so he stabbed him in the back 5 times. Ms. Liegl stated there were 10 staff members at this facility. Ms. Liegl stated her concerns about there not being any containment and the residents walking to the Breakers for drinks. Ms. Liegl stated her concerns that the residents will be able to bring in drugs and alcohol.

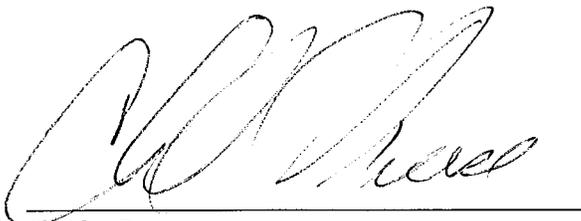
Mr. Lynch stated that he owns property on Grandview Beach. Mr. Lynch asked if there is a number of residents below which Heritage Cove Farm will not require a license. Mr. Schnell stated this will be a question for the State. Mr. Freese stated one type of license is required for below 20 and another type of license is required for above 20. An audience member stated a license is required for an adult foster care, but a license will not be required if they rent cottages. Mr. Lynch stated there that a license will not be required and all of the conditions on the approval mean nothing. Mr. Lynch stated he had lunch with the founder and chairman of Rose Hill, who was asked by the applicants to testify in their behalf. Mr. Lynch stated that the founder/chairman refused because he felt it was a bad idea from his experience. Mr. Lynch stated he shared the differences during public comment and most of the public comments have been ignored. Mr. Lynch questioned if the public comments

were part of the record. Ms. Croft states yes. Mr. Lynch stated that is absolutely governmental malfeasance based upon the fear of litigation pushed by the attorney and other board members to shoehorn an inappropriate facility in the community. Mr. Lynch stated the Planning Commission is not representing the County, Township or the people. Mr. Lynch stated that the Planning Commission should be ready to respond when something bad happens.

Ms. Couture stated she lives at 55 Grandview Beach and agrees with the previous public comments. Ms. Couture stated she has been involved in planning and zoning for a township. Ms. Couture stated she feels that what has been done tonight completely ignores the whole concept of planning and zoning and master planning. Ms. Couture stated the Planning Commission did not provide any specific information as to where the Master Plan states you can only look at the Master Plan in a zoning change. Ms. Couture stated it is for use in land use changes as well as zoning changes or any consideration of land use. Ms. Couture stated one of the first goals of the Master Plan is that the Planning Commission wants to cooperate with other local units of government. Ms. Couture stated this facility is a commercial operation in a residential community. Ms. Couture stated that the Planning Commission has made findings that are not supported by data. Ms. Couture stated the Planning Commission does not have hydrogeological information and updated wetlands information. Ms. Couture referred to Section 18.7.c and she was going to build a cottage when she retires. Ms. Couture stated she will not do that now with this commercial use. Ms. Couture referred to Section 18.7.d and stated the Planning Commission has created a situation where the standard can't be supported. Ms. Couture stated she is extremely disappointed in this process.

**ADJOURN**

**Motion** by Mr. Kavanaugh to adjourn. Motion carried. Meeting was adjourned at 10:04pm.

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

Charles Freese  
Planning Commission Secretary

**CHEBOYGAN COUNTY ZONING BOARD OF APPEALS MEETING & PUBLIC HEARING**  
**WEDNESDAY, OCTOBER 28, 2015 AT 7:00PM**  
**ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING**

**Members Present:** Charles Freese, Ralph Hemmer, John Moore, Mary Street,

**Members Absent:** John Thompson

**Others Present:** Scott McNeil, Virgil Kirila, Cheryl Kirila, Tony Matelski, Russell Crawford, Cheryl Crawford, Lee Schley, Crystal Schley, Tom Chapman, Carl Muscott

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

**PLEDGE OF ALLEGIANCE**

Chairperson Freese led the Pledge of Allegiance.

**APPROVAL OF AGENDA**

The agenda was presented. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to accept the agenda as presented. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Street), 0 Nays, 1 Absent (Thompson)

**APPROVAL OF MINUTES**

Minutes from the September 23, 2015 Zoning Board of Appeals meeting were presented. **Motion** by Mr. Hemmer, seconded by Mr. Moore, to approve the minutes as presented. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Street), 0 Nays, 1 Absent (Thompson)

**PUBLIC HEARING & ACTION ON REQUESTS**

**Virgil Kirila** - Requests a 3 ft. rear setback variance for construction of a garage (30 ft. x 40 ft.) in a Lake and Stream Protection (P-LS) zoning district. The property is located at 10883 High Bluffs Drive., Grant Township, Section 23, parcel #151-023-200-026-00. A rear setback of 12 feet is required in this zoning district.

Mr. McNeil explained that the applicant is requesting a rear setback variance to construct a garage on an existing foundation. Mr. McNeil stated the property is under one description with a private road dividing the lot. Mr. McNeil reviewed the site plan and noted the location for the proposed garage. Mr. McNeil stated a 12ft. rear setback is required from the roadway and the applicant wishes to build on the existing foundation which is 9ft. from the lot line thus requiring a 3ft. variance.

Mr. Kirila stated his family bought the property in 1966 and then bought the back lot in 1972. Mr. Kirila stated that his dad started this project in 1995 by putting in a new septic system and tank. Mr. Kirila stated the tank is behind the garage. Mr. Kirila stated his dad ordered the lumber and all of the permits were issued. Mr. Kirila stated on August 25<sup>th</sup> the trusses were delivered and that is the night that his dad passed. Mr. Kirila stated that they received a letter two days later from the zoning board saying that they had to stop the project because there was a problem with the way it is laid out. Mr. Kirila stated he later found out that the building was only 9ft. from the lot line. Mr. Kirila stated he has a current survey and there is a 70ft. separation between the front lot and the back lot. Mr. Kirila stated they would like to continue building this garage. Mr. Kirila stated it will be a one story garage with a 10ft. ceiling instead of a two story garage like his dad had originally planned.

Mr. Freese asked for public comments. There were no public comments. Public comment closed. Mr. Freese asked if there was any other correspondence. Mr. McNeil stated no.

Mr. Freese asked if the dad purchased the back lot later. Mr. Kirila stated that in 1972 one of the neighbors bought it all and then offered it to all the people behind their lakefront property. Mr. Kirila stated the only stipulation was that if the property is sold, the front lot must be sold with the back lot. Mr. Kirila explained that back then they did not know there was a 70ft. separation between the front lot and the back lot. Mr. Moore asked if this is when the road easement area was split out. Mr. Kirila stated no that the road was there years before.

Mr. Freese asked Mr. McNeil if all permits had been granted at the time the letter to cease and desist was issued. Mr. McNeil stated yes and that is why there was a cease work order that was issued. Mr. Freese explained that it was not clear in the letter. Mr. Freese stated in the letter it was noted that the road was a public county road which it is not.

The Zoning Board of Appeals reviewed the General Findings and added the following:

6. The right of way varies between approximately 69ft. and 70ft. in width.
7. The right of way narrows as it goes to the northwest.
8. At the time the cease and desist letter was issued in 1995 all permits had been issued and the pad and foundation were constructed prior to the issuance of the county letter.

The Zoning Board of Appeals reviewed and approved the Specific Findings of Fact under Section 23.5.4. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to approve the variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Street), 0 Nays, 1 Absent (Thompson)

**Monica Algate/T.B. Chapman Construction Inc.** - Requests a 26ft. front setback variance to construct a sunroom addition (30 ft. x 15 ft.) to a dwelling in a Lake and Stream Protection zoning district. The property is located on 6901 Grace St., Tuscarora Township, Section 24, parcel #161-S79-000-008-00. A 40 ft. front setback is required in this zoning district.

Mr. McNeil stated the applicant is requesting a 26ft. front setback variance for construction of a 15ft. x 30ft. addition on a lakefront lot. Mr. McNeil noted that there is a 14ft. 3in. setback indicated on the site plan. Mr. McNeil explained that the notice references a 14ft. setback. Mr. McNeil stated that a 40ft. front setback is required from the high water mark which is established by the break wall.

Mr. Chapman stated he is representing the property owners for this variance request. Mr. Chapman stated this is a tight lot and the owners would like an addition built on the lake side. Mr. Chapman stated that with the setback line already going through the house, this addition would not be possible without a variance.

Mr. Freese asked for public comments. There were no public comments. Public comment closed.

Mr. Freese asked Mr. Chapman if he knows when the pergola was constructed. Mr. Chapman stated approximately 15 years ago. Mr. Freese asked if any permits were issued for the pergola. Mr. McNeil stated there were no permits in the system. Mr. McNeil noted that the permit system goes back about 11 years. Ms. Street asked how old is the house. Mr. Chapman stated the house was built in the 1970's.

Mr. Moore noted that the sunroom is proposed to be built across the property line.

Ms. Street asked if a permit would have been required for the pergola. Mr. McNeil stated that a pergola would fall within the definition of a structure and a permit would have been required.

The Zoning Board of Appeals reviewed General Findings and added the following:

- 5 The house a legal non-conforming structure but the pergola shows no record of a permit being issued and therefore is non-conforming.
6. The legal non-conforming house extends into the front setback for almost the entire width.

The Zoning Board of Appeals reviewed the Specific Findings of Fact under Section 23.5.4. **Motion** by Ms. Street seconded by Mr. Hemmer, to deny the variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Street), 0 Nays, 1 Absent (Thompson)

**Kim and Sandra Bruns** - Requests a 7ft. front setback variance to construct a three season room addition (10 ft. x 18 ft.) to a dwelling in a Lake and Stream Protection zoning district. The property is located at 6642 Burchfield Road., Tuscarora Township, Section 24, parcel #161-H21-000-009-00. A 40 ft. front setback is required in this zoning district.

Mr. McNeil stated the applicant is seeking a 7ft. front setback variance from a canal. Mr. McNeil stated the canal establishes the front setback where 40ft. is required. Mr. McNeil stated the applicant is looking to place a 3 season enclosure on an existing deck. Mr. McNeil stated the new construction would be 33ft. from the canal thus requiring a 7ft. front setback variance.

Mr. Bruns stated they purchased the house in January 2015 and moved in June 2015. Mr. Bruns stated he wants to add a 3 season porch to the existing deck. Mr. Bruns stated that the contractor removed all of the decking when the roof was redone. Mr. Bruns explained that the decking was rotting and someone could fall through. Mr. Bruns stated that by using

Google Maps, he was able to determine that there are a handful of houses that are under 40ft. from the canal. Mr. Bruns noted that one is 35.5ft. and a couple are 20ft. from the canal. Mr. Bruns stated there are trees on both sides of his house and this addition would not affect the neighbor's line of sight.

Mr. Freese asked if there was any correspondence. Mr. McNeil stated no. Mr. Freese asked for public comments. There were no public comments. Public comment closed.

Mr. Freese stated there are a number of other permanent structures in the neighborhood on the canal that do encroach further than what Mr. Bruns has proposed.

Mr. Moore asked if this construction was pre-zoning. Mr. McNeil stated he believes it is pre-zoning. Mr. Moore stated it would be legal non-conforming.

The Zoning Board of Appeals reviewed the General Findings and added the following:

4. The deck is legal non-conforming.
5. A number of other homes in the general area on this canal encroach in the setback as least as far as the proposed variance.

The Zoning Board of Appeals reviewed the Specific Findings of Fact under Section 23.5.4. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to approve the variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Street), 0 Nays, 1 Absent (Thompson)

**Joseph Antkoviak/Crystal and Lee Schley** – Requests a use variance for a manufacturing use (manufacturing of ice) in an Agriculture and Forestry Management zoning district. The property is located at 10999 North Extension Road., Munro Township, Section 11, parcel #080-011-200-004-00. Manufacturing is a use which is not permitted by right or with a special use permit in an Agriculture and Forestry Management zoning district.

Mr. McNeil stated this is a request for a use variance on property that is currently used for a well drilling business. Mr. McNeil stated that the property was first issued a special use permit for the existing use in 1991 and there was an amendment in 2003. Mr. McNeil stated the applicants are applying for a use variance for an ice making manufacturing use. Mr. McNeil stated this parcel is located in an Agriculture and Forestry Management Zoning District and manufacturing uses are not allowed in this district.

Mrs. Schley stated this parcel is already permitted for a commercial use and that the parcel is adjacent to the expressway. Mrs. Schley stated that the delivery trucks are not any bigger than the trucks used by the well drilling business. Mrs. Schley stated they are wholesalers so there will be no additional traffic. Mrs. Schley stated there will not be any changes to the building as there is already a well and electricity which is what they need to conduct their business.

Joseph Antkoviak stated that he had a good business at this location for over 10 years. Mr. Antkoviak stated this is a commercial building that is well built. Mr. Antkoviak stated there are 2 wells and there is 3 phase power. Mr. Antkoviak stated he covered a 50 mile radius out of this location and it worked out well. Mr. Antkoviak stated this would be a good location for this business.

Mr. Freese asked if there was any correspondence. Mr. McNeil stated no.

Mr. Freese asked for public comments. Mr. Muscott asked if this will replace the applicants location in Tuscarora Township. Mrs. Schley stated yes.

Ed Antkoviak stated that he lives next to this building. Mr. Antkoviak stated that in reference to noise and similar issues, he does not believe this business will be any different than the well drilling business. Mr. Antkoviak stated it is similar to a seasonal business and there will be about the same amount of truck usage. Mr. Antkoviak stated he would not have any issues having the proposed business at this location.

Public comment closed.

Mr. Moore stated that calling this type of business a manufacturing business is a stretch. Mr. Moore stated that this use could be considered similar to mineral extraction, a sawmill or agricultural processing which are permitted uses in the Agriculture and Forestry Management Zoning District. Mr. Moore stated that this is not a manufacturing business that is

similar to Moran Iron Works. Mr. Moore noted that water is being taken out of the ground and it is being frozen. Mr. Freese and Mr. Moore stated that this is more of a processing use than a manufacturing use.

The Zoning Board of Appeals reviewed the General Findings and added the following:

5. Ice making is more of a mineral extraction operation than a manufacturing use.

The Zoning Board of Appeals reviewed the Specific Findings of Fact under Section 23.5.3. The Zoning Board of Appeals added "The proposed use will have the same or less impact than then present use." to 23.5.3.1.1. The Zoning Board of Appeals added "There are properties along I-75 that are used for similar purposes." To 23.5.3.2.1. **Motion** by Ms. Street, seconded by Mr. Moore, to approve the use variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.3. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Street), 0 Nays, 1 Absent (Thompson)

**William Totten** - Requests a 125 ft. front setback variance to construct an addition to a dwelling and a deck in a Natural Rivers Protection zoning district. The property is located at 5447 Big Sky Trail, Koehler Township, Section 35, parcel #172-P23-000-054-00. A 200 ft. front setback is required in this zoning district.

Mr. McNeil stated the applicant is seeking to construct an addition and a deck in the Natural Rivers Protection Zoning District where a 200ft. setback is required. Mr. McNeil stated the existing dwelling lies within the setback area and is currently located 75ft. from the river. Mr. McNeil stated the applicant is seeking to extend the existing deck and dwelling structure addition along the same line on the waterfront thus a variance of 125ft. is being requested.

Mr. Totten stated that they purchased this home in February 2015. Mr. Totten stated the only option for an addition to the house is on the north side or the east side. Mr. Totten stated the raised septic system is the west side of the house. Mr. Totten that he wanted to follow the same pattern 20ft. further south and not be any closer to the river. Mr. Totten stated the DNR typically allows an addition as there is an existing structure. Mr. Totten stated they will not be any closer to the river and they are not removing any trees or shrubs. Mr. Totten stated they are not disrupting the water banks.

Mr. Freese asked if there was any correspondence. Mr. McNeil stated no. Mr. Freese asked for public comments. There were no public comments. Public comment closed. Mr. Freese asked if there were any comments regarding this request from the DNR. Mr. McNeil stated no.

Mr. Freese stated this is the same situation that the Zoning Board of Appeals runs into often. Mr. Freese stated the house is closer to the river than the setback allows. Mr. Freese stated the proposed addition is not to be any further into the setback than what is already in existence. Mr. Freese stated the Zoning Board of Appeals has generally approved additions to structures that conform to that premise. Mr. McNeil stated he believes that this structure predates the legislature on the Natural Rivers.

The Zoning Board of Appeals reviewed the General Findings. The Zoning Board of Appeals reviewed the Specific Findings of Fact under Section 23.5.4. **Motion** by Mr. Moore, seconded by Ms. Street, to approve the variance request based on the General Findings and the Specific Findings of Fact under Section 23.5.4 with the stipulation that no incursion closer to the river takes place. Motion carried. 4 Ayes (Moore, Hemmer, Freese, Street), 0 Nays, 1 Absent (Thompson)

#### **UNFINISHED BUSINESS**

No comments.

#### **NEW BUSINESS**

No comments.

#### **ZBA COMMENTS**

Mr. Moore stated there is a county ordinance about address signs. Mr. Moore stated that posting an address sign should be a requirement for Planning Commission or Zoning Board of Appeals inspections. Mr. Freese asked that Mr. McNeil review this with legal counsel. Mr. Moore stated it would make it easier for the Planning Commission and Zoning Board of Appeals members to find the property. Discussion was held.

#### **PUBLIC COMMENTS**

Mr. Muscott stated that when he started to build he had to go to the Road Commission to get a permit for the driveway. Mr. Muscott stated then he had to have an address assigned. Mr. Muscott noted the ordinance states that a green sign

with white reflective numbers is to be posted. Mr. Muscott stated there are very few of these signs around. Mr. Muscott noted that there is a lot of new construction.

Mr. Muscott referred to the variance request for Monica Algate and noted that the property lines do not go all the way to the lake. Mr. Freese stated this is typical of a platted subdivision. Mr. Muscott asked if zoning states that the 40ft. setback is from the lake or from the property line. Mr. Freese stated it is from the high water line.

Mr. Muscott referred to the variance request for William Totten and stated that on some of the canal lots the front of the house faces the road and the canal is in the back yard. Mr. Moore stated the water is the front of the property for lake, stream and canal front lots, by definition in the ordinance. Discussion was held.

Mr. Muscott asked if the setback had been sufficient would the Zoning Board of Appeals approve building a deck off the property. Mr. Freese stated there is no kind of variance that could be granted that would allow someone to build off of their property. Mr. McNeil noted that some plats have a dedication stating that lots will run to the water.

**ADJOURN**

**Motion** by Mr. Freese to adjourn. Motion carried. Meeting adjourned at 8:10pm.

  
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Mary Street, Secretary

**CHEBOYGAN COUNTY ZONING BOARD OF APPEALS MEETING & PUBLIC HEARING**  
**WEDNESDAY, NOVEMBER 25, 2015 AT 7:00PM**  
**ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING**

**Members Present:** Charles Freese, Ralph Hemmer, John Moore, Mary Street

**Members Absent:** John Thompson

**Others Present:** Scott McNeil, Carl Muscott, Tony Matelski, Russell Crawford, Cheryl Crawford

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

**PLEDGE OF ALLEGIANCE**

Chairperson Freese led the Pledge of Allegiance.

**APPROVAL OF AGENDA**

The agenda was presented. **Motion** by Mr. Moore, seconded by Mr. Hemmer, to accept the agenda as presented. Motion carried. 4 Ayes (Freese, Hemmer, Moore, Street), 0 Nays, 1 Absent (Thompson)

**APPROVAL OF MINUTES**

Mr. Freese stated that Zoning Board of Appeals minutes will be reviewed at the next meeting.

**PUBLIC HEARING & ACTION ON REQUESTS**

**Luke Klotz** - Requests a 33.5 ft. front setback variance and a 18 ft. setback variance from a boat well for construction of an accessory structure to a dwelling and a 25 ft. front setback variance and a 5 ft. side setback variance for ground decking in a Lake and Stream Protection (P-LS) zoning district. The property is located at 3350 Nabanois Trail, Tuscarora Township, Section 19, parcel #162-141-006-004-00. A 40ft front setback and a 25 ft. setback from a boat well for a structure and a 25 ft. front setback and a 5 ft. side setback for ground decking are required for the subject lot in this zoning district.

Mr. McNeil stated that he provided updated General Findings and updated Specific Findings of Fact. Mr. McNeil explained that he proposed findings for 5 variance requests but the notice only covered 4 variance requests. Mr. McNeil stated that he talked with Mr. Freese today and they agree that the ordinance does not cover the setback from the boat well. Mr. McNeil stated the request is for a front setback variance and a setback variance from a boat well with regards to the structure and a front setback variance and a side setback variance for ground decking.

Mr. Freese asked Mr. Klotz if there is any information he would like to provide. Mr. Klotz stated no.

Mr. Freese asked if there is any additional correspondence. Mr. McNeil stated no. Mr. Freese asked for public comments. There were no public comments. Public comment closed.

Board held discussion. Ms. Street noted that the structure has already been constructed and questioned if this should have any impact on the Zoning Board of Appeals determination. Mr. Freese stated this fact will not make any difference when the Zoning Board of Appeals is reviewing the request and making a decision. Mr. Moore asked if a building permit was issued. Mr. McNeil stated no. Mr. Freese stated that this request is before the Zoning Board of Appeals tonight due to enforcement action.

The Zoning Board of Appeals revised General Finding #2: "The subject lot is 42 feet wide. The lot is legal non-conforming." The Zoning Board of Appeals revised General Findings #3: "A front setback of 40 feet and side setback of 5 feet is required for structures in the subject lot in a P-LS zoning district per Section 17.1. A side setback of 8ft. is normally required in the Lake and Stream Protection District, although the regulation was amended to provide relief for narrow lots which is resulting in the side setback for this specific lot to be reduced to the minimum requirement of 5ft." The Zoning Board of Appeals added #7 to the General Findings: "Approximately 47ft. separate the rear of the boat well from the front of the house which is more than ample to construct the 10ft. x 20ft. structure at issue and still meet the setback requirements."

The Zoning Board of Appeals reviewed and approved the Findings of Face and the Specific Findings of Fact under Section 23.5.4. **Motion** by Ms. Street seconded by Mr. Hemmer, to deny the requested variances based on the General Findings and the Specific Findings of Fact under Section 23.5.4. Motion carried. 4 Ayes (Freese, Hemmer, Moore, Street), 0 Nays, 1 Absent (Thompson)

**UNFINISHED BUSINESS**

No comments.

**NEW BUSINESS**

Mr. McNeil stated language should be reviewed regarding setback requirements from boat wells for decks and porches that are 30 inches or less without a railing. Mr. Freese stated the Zoning Board of Appeals determined that the front setback would be measured from the break wall and across the front of the boat well 40ft. back.

Mr. Freese stated there is a conflict in two sections of the ordinance in regards to accessory structures. Mr. Freese noted that one section states 149sf and the other sections states 150sf. Mr. Freese also stated that the regulation allows for raised decking, walkways and pathways if they are less than 8ft. in width.

Mr. Moore suggesting allowing a certain amount around the boat well. Mr. McNeil stated that is already in the ordinance and the intent was to have the same setback for the other decking in the lower porches and that is why the Planning Commission identified 25ft. from the boat wells.

**ZBA COMMENTS**

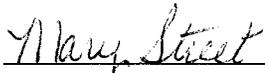
Ms. Street asked if there is a Zoning Board of Appeals meeting scheduled for December. Mr. McNeil stated yes.

**PUBLIC COMMENTS**

No comments.

**ADIJOURN**

**Motion** by Mr. Hemmer to adjourn. Motion carried. Meeting adjourned at 7:17pm.

  
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Mary Street, Secretary

SUMMARIZATION OF ALL BUDGET ADJUSTMENTS POSTED  
FROM JULY 1, 2015 THROUGH DECEMBER 31, 2015

GL NUMBER	GL DESCRIPTION	POST DATE	REF #	NEW LINE ITEM OR NEW FUND NOT ORIGINALLY INCLUDED IN THE 2015 BUDGET	AMENDED BUDGET 6/30/2015	CHANGE TO BUDGET INCREASE (DECREASE)	2015 FINAL AMENDED BUDGET	BUDGET ADJUSTMENT DESCRIPTION	DATE PREVIOUSLY APPROVED BY THE BOARD
101-101-712.00	FRINGE	12/8/2015	69986			1,650.00		Raise Revenue and Expenditure	12/08/15
<b>101-101-712.00 Total</b>					56,730	1,650.00	58,380		
101-101-863.10	TRAVEL/LODGING/MEALS ETC	12/8/2015	69986			2,150.00		Raise Revenue and Expenditure	12/08/15
<b>101-101-863.10 Total</b>					9,250	2,150.00	11,400		
101-131-727.00	OFFICE SUPPLIES	9/1/2015	69718			22.76		Inter-departmental Transfer	No
101-131-727.00	OFFICE SUPPLIES	9/18/2015	69745			402.99		Inter-departmental Transfer	No
101-131-727.00	OFFICE SUPPLIES	10/12/2015	69809			65.14		Inter-departmental Transfer	No
101-131-727.00	OFFICE SUPPLIES	11/2/2015	69859			24.02		Inter-departmental Transfer	No
101-131-727.00	OFFICE SUPPLIES	12/16/2015	70026			54.91		Inter-departmental Transfer	No
101-131-727.00	OFFICE SUPPLIES	12/16/2015	70026			(54.91)		Inter-departmental Transfer	No
101-131-727.00	OFFICE SUPPLIES	12/16/2015	70037			54.91		Inter-departmental Transfer	No
101-131-727.00	OFFICE SUPPLIES	12/21/2015	70036			(54.91)		Voided - Wrong GL Account	N/A
101-131-727.00	OFFICE SUPPLIES	12/21/2015	70036			54.91		Voided - Wrong GL Account	N/A
<b>101-131-727.00 Total</b>					1,800	207.82	2,008		
101-131-804.00	TRANSCRIPTS	9/1/2015	69718			(22.76)		Inter-departmental Transfer	No
101-131-804.00	TRANSCRIPTS	9/18/2015	69745			(40.99)		Inter-departmental Transfer	No
101-131-804.00	TRANSCRIPTS	10/12/2015	69809			(65.14)		Inter-departmental Transfer	No
<b>101-131-804.00 Total</b>					4,108	(128.89)	3,979		
101-131-805.00	JURY FEES	8/4/2015	69634			3,000.00		Inter-departmental Transfer	No
<b>101-131-805.00 Total</b>					14,325	3,000.00	17,325		
101-131-809.00	STATE APPELLATE FEES	11/2/2015	69859			1,196.38		Inter-departmental Transfer	No
101-131-809.00	STATE APPELLATE FEES	12/1/2015	69951			1,408.09		Inter-departmental Transfer	No
<b>101-131-809.00 Total</b>					8,035	2,604.47	10,640		
101-131-825.00	LEGAL-CRT APPOINTED ATTY'S	8/4/2015	69634			(3,000.00)		Inter-departmental Transfer	No
101-131-825.00	LEGAL-CRT APPOINTED ATTY'S	11/2/2015	69859			(1,196.38)		Inter-departmental Transfer	No
101-131-825.00	LEGAL-CRT APPOINTED ATTY'S	12/1/2015	69951			(1,408.09)		Inter-departmental Transfer	No
<b>101-131-825.00 Total</b>					26,965	(5,604.47)	21,360		
101-131-977.00	OFFICE EQUIP & FURNITURE	12/16/2015	70037			(54.91)		Inter-departmental Transfer	No
<b>101-131-977.00 Total</b>					1,000	(54.91)	945		
101-131-977.74	COMPUTER-HARD/SOFT/MAINT	11/2/2015	69859			(24.02)		Inter-departmental Transfer	No
<b>101-131-977.74 Total</b>					7,300	(24.02)	7,276		
101-136-712.00	FRINGE	7/14/2015	69570			345.00		Raise Revenue and Expenditure	07/14/15
101-136-712.00	FRINGE	7/14/2015	69571			644.00		Raise Revenue and Expenditure	07/14/15
101-136-712.00	FRINGE	7/14/2015	69572			8,361.00		Raise Revenue and Expenditure	07/14/15
<b>101-136-712.00 Total</b>					197,862	9,350.00	207,212		
101-136-719.00	PART TIME	7/14/2015	69570			1,511.00		Raise Revenue and Expenditure	07/14/15
<b>101-136-719.00 Total</b>					27,901	1,511.00	29,412		
101-136-724.00	ON CALL/REIMBURSEMENT	7/14/2015	69571			2,823.00		Raise Revenue and Expenditure	07/14/15
<b>101-136-724.00 Total</b>					6,804	2,823.00	9,627		
101-136-863.10	TRAVEL/LODGING/MEALS ETC	12/4/2015	70017			(2,000.00)		Inter-departmental Transfer	No
<b>101-136-863.10 Total</b>					1,000	(2,000.00)	(1,000)		
101-136-977.00	OFFICE EQUIP & FURNITURE	12/4/2015	70017			(500.00)		Inter-departmental Transfer	No
<b>101-136-977.00 Total</b>					500	(500.00)	-		
101-136-977.11	COMPUTER-HARD/SOFT/MAINT	12/4/2015	70017			2,000.00		Inter-departmental Transfer	No
101-136-977.11	COMPUTER-HARD/SOFT/MAINT	12/4/2015	70017			500.00		Inter-departmental Transfer	No
<b>101-136-977.11 Total</b>					8,700	2,500.00	11,200		
101-139-712.00	FRINGE	9/30/2015	69801			(559.00)		Inter-departmental Transfer - Payroll Related	10/13/15
101-139-712.00	FRINGE	9/30/2015	69801			(20.00)		Inter-departmental Transfer - Payroll Related	10/13/15
101-139-712.00	FRINGE	9/30/2015	69801			(78.00)		Inter-departmental Transfer - Payroll Related	10/13/15
<b>101-139-712.00 Total</b>					23,659	(657.00)	23,002		
101-139-727.00	OFFICE SUPPLIES	8/25/2015	69672			(314.00)		Inter-departmental Transfer	No
101-139-727.00	OFFICE SUPPLIES	8/25/2015	69702			314.00		Voided - See Above - Wrong Amount	N/A
101-139-727.00	OFFICE SUPPLIES	8/25/2015	69703			(339.00)		Inter-departmental Transfer	No
101-139-727.00	OFFICE SUPPLIES	9/30/2015	69801			559.00		Inter-departmental Transfer - Payroll Related	10/13/15
101-139-727.00	OFFICE SUPPLIES	10/1/2015	69892			450.00		Raise Revenue and Expenditure	11/10/15
<b>101-139-727.00 Total</b>					600	670.00	1,270		
101-139-730.00	POSTAGE	8/25/2015	69672			(430.00)		Inter-departmental Transfer	No
101-139-730.00	POSTAGE	8/25/2015	69702			430.00		Voided - See Above - Wrong Amount	N/A
101-139-730.00	POSTAGE	8/25/2015	69703			(430.00)		Inter-departmental Transfer	No
101-139-730.00	POSTAGE	9/30/2015	69801			20.00		Inter-departmental Transfer - Payroll Related	10/13/15
101-139-730.00	POSTAGE	9/30/2015	69801			12.00		Inter-departmental Transfer - Payroll Related	10/13/15
101-139-730.00	POSTAGE	10/1/2015	69892			800.00		Raise Revenue and Expenditure	11/10/15
<b>101-139-730.00 Total</b>					844	402.00	1,246		
101-139-863.10	TRAVEL/LODGING/MEALS ETC	8/25/2015	69672			(437.00)		Inter-departmental Transfer	No
101-139-863.10	TRAVEL/LODGING/MEALS ETC	8/25/2015	69702			437.00		Voided - See Above - Wrong Amount	N/A
101-139-863.10	TRAVEL/LODGING/MEALS ETC	8/25/2015	69703			(437.00)		Inter-departmental Transfer	No
101-139-863.10	TRAVEL/LODGING/MEALS ETC	9/30/2015	69801			(12.00)		Inter-departmental Transfer - Payroll Related	10/13/15
101-139-863.10	TRAVEL/LODGING/MEALS ETC	10/1/2015	69892			272.00		Raise Revenue and Expenditure	11/10/15
<b>101-139-863.10 Total</b>					560	(177.00)	383		
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69672			314.00		Inter-departmental Transfer	No
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69672			430.00		Inter-departmental Transfer	No
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69672			437.00		Inter-departmental Transfer	No
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69702			(314.00)		Voided - See Above - Wrong Amount	N/A
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69702			(430.00)		Voided - See Above - Wrong Amount	N/A
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69702			(437.00)		Voided - See Above - Wrong Amount	N/A
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69703			339.00		Inter-departmental Transfer	No
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69703			430.00		Inter-departmental Transfer	No
101-139-977.00	OFFICE EQUIP & FURNITURE	8/25/2015	69703			437.00		Inter-departmental Transfer	No
101-139-977.00	OFFICE EQUIP & FURNITURE	9/30/2015	69801			78.00		Inter-departmental Transfer - Payroll Related	10/13/15
101-139-977.00	OFFICE EQUIP & FURNITURE	10/1/2015	69892			200.00		Raise Revenue and Expenditure	11/10/15
<b>101-139-977.00 Total</b>					500	1,484.00	1,984		

SUMMARIZATION OF ALL BUDGET ADJUSTMENTS POSTED  
FROM JULY 1, 2015 THROUGH DECEMBER 31, 2015

GL NUMBER	GL DESCRIPTION	POST DATE	REF #	NEW LINE ITEM OR NEW FUND NOT ORIGINALLY INCLUDED IN THE 2015 BUDGET	AMENDED BUDGET 6/30/2015	CHANGE TO BUDGET INCREASE (DECREASE)	2015 FINAL AMENDED BUDGET	BUDGET ADJUSTMENT DESCRIPTION	DATE PREVIOUSLY APPROVED BY THE BOARD
101-148-727.00	OFFICE SUPPLIES	11/13/2015	69905			1,000.00		Inter-departmental Transfer	No
<b>101-148-727.00 Total</b>					4,400	1,000.00	5,400		
101-148-804.00	TRANSCRIPTS	9/21/2015	69748			(100.00)		Inter-departmental Transfer	No
101-148-804.00	TRANSCRIPTS	12/30/2015	70073			(200.00)		Inter-departmental Transfer	No
<b>101-148-804.00 Total</b>					3,000	(300.00)	2,700		
101-148-806.00	WITNESS FEES	10/12/2015	69796			151.00		Inter-departmental Transfer	No
<b>101-148-806.00 Total</b>					450	151.00	601		
101-148-810.00	CONTRACTUAL SERVICES	10/12/2015	69796			(151.00)		Inter-departmental Transfer	No
101-148-810.00	CONTRACTUAL SERVICES	11/4/2015	69868			(2,000.00)		Inter-departmental Transfer	No
101-148-810.00	CONTRACTUAL SERVICES	11/12/2015	69900			(1,000.00)		Inter-departmental Transfer	No
101-148-810.00	CONTRACTUAL SERVICES	11/13/2015	69905			(1,000.00)		Inter-departmental Transfer	No
101-148-810.00	CONTRACTUAL SERVICES	12/30/2015	70073			200.00		Inter-departmental Transfer	No
<b>101-148-810.00 Total</b>					4,000	(3,951.00)	49		
101-148-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/12/2015	69900			1,000.00		Inter-departmental Transfer	No
<b>101-148-827.00 Total</b>					1,400	1,000.00	2,400		
101-148-863.10	TRAVEL/LODGING/MEALS ETC	11/4/2015	69868			2,000.00		Inter-departmental Transfer	No
<b>101-148-863.10 Total</b>					3,400	2,000.00	5,400		
101-148-957.00	EMPLOYEE TRAINING	9/21/2015	69748			100.00		Inter-departmental Transfer	No
<b>101-148-957.00 Total</b>					800	100.00	900		
101-202-704.05	OVERTIME	7/14/2015	69569			1,807.00		Inter-departmental Transfer - Payroll Related	07/14/15
101-202-704.05	OVERTIME	8/11/2015	69639			(1,807.00)		Inter-departmental Transfer - Payroll Related	08/11/15
<b>101-202-704.05 Total</b>					2,972	0.00	2,972		
101-202-712.00	FRINGE	10/13/2015	69802			1,033.00		Raise Revenue and Expenditure	10/13/15
<b>101-202-712.00 Total</b>					86,284	1,033.00	87,317		
101-202-718.00	FULL TIME	7/14/2015	69569			(1,807.00)		Inter-departmental Transfer - Payroll Related	07/14/15
101-202-718.00	FULL TIME	8/11/2015	69639			1,807.00		Inter-departmental Transfer - Payroll Related	08/11/15
<b>101-202-718.00 Total</b>					108,362	0.00	108,362		
101-202-727.00	OFFICE SUPPLIES	9/30/2015	69774			(54.00)		Inter-departmental Transfer	No
<b>101-202-727.00 Total</b>					2,000	(54.00)	1,946		
101-202-977.68	COMPUTER-HARD/SOFT/MAINT	9/30/2015	69774			54.00		Inter-departmental Transfer	No
<b>101-202-977.68 Total</b>					7,000	54.00	7,054		
101-212-703.50	COUNTY ADMINISTRATOR	12/8/2015	69982			(1,050.00)		Inter-departmental Transfer - Payroll Related	12/08/15
<b>101-212-703.50 Total</b>					106,552	(1,050.00)	105,502		
101-212-712.00	FRINGE	12/8/2015	69982			1,050.00		Inter-departmental Transfer - Payroll Related	12/08/15
<b>101-212-712.00 Total</b>					61,174	1,050.00	62,224		
101-215-712.00	FRINGE	12/8/2015	69985			3,280.00		Raise Revenue and Expenditure	12/08/15
101-215-712.00	FRINGE	12/31/2015	70102			96.00		Inter-departmental Transfer - Payroll Related	01/12/16
<b>101-215-712.00 Total</b>					111,038	3,376.00	114,414		
101-215-718.00	FULL TIME	12/31/2015	70102			(96.00)		Inter-departmental Transfer - Payroll Related	01/12/16
<b>101-215-718.00 Total</b>					194,811	(96.00)	194,715		
101-215-727.00	OFFICE SUPPLIES	10/21/2015	69833			(140.20)		Inter-departmental Transfer	No
101-215-727.00	OFFICE SUPPLIES	12/10/2015	70001			(45.40)		Inter-departmental Transfer	No
<b>101-215-727.00 Total</b>					8,000	(185.60)	7,814		
101-215-744.05	MICROFILM EXPENSES	11/18/2015	69917			492.20		Inter-departmental Transfer	No
<b>101-215-744.05 Total</b>					1,350	492.20	1,842		
101-215-827.00	MEMBERSHIP & SUBSCRIPTIONS	8/3/2015	69633			(150.00)		Inter-departmental Transfer	No
101-215-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/13/2015	69901			10.00		Inter-departmental Transfer	No
101-215-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/13/2015	69902			(10.00)		Voided - See Above - Wrong GL Account	N/A
<b>101-215-827.00 Total</b>					1,200	(150.00)	1,050		
101-215-852.00	TELEPHONE	12/30/2015	70069			75.00		Inter-departmental Transfer	No
<b>101-215-852.00 Total</b>					600	75.00	675		
101-215-863.10	TRAVEL/LODGING/MEALS ETC	11/13/2015	69901			(10.00)		Inter-departmental Transfer	No
101-215-863.10	TRAVEL/LODGING/MEALS ETC	11/13/2015	69902			10.00		Voided - See Above - Wrong GL Account	N/A
101-215-863.10	TRAVEL/LODGING/MEALS ETC	12/30/2015	70069			(75.00)		Inter-departmental Transfer	No
<b>101-215-863.10 Total</b>					1,200	(75.00)	1,125		
101-215-957.00	EMPLOYEE TRAINING	8/3/2015	69633	Yes	-	150.00		Inter-departmental Transfer	No
<b>101-215-957.00 Total</b>					-	150.00	150		
101-215-977.00	OFFICE EQUIP & FURNITURE	10/21/2015	69833			140.20		Inter-departmental Transfer	No
101-215-977.00	OFFICE EQUIP & FURNITURE	12/10/2015	70001			45.40		Inter-departmental Transfer	No
<b>101-215-977.00 Total</b>					500	185.60	686		
101-215-977.50	COMPUTER-HARD/SOFT/MAINT	11/18/2015	69917			(492.20)		Inter-departmental Transfer	No
<b>101-215-977.50 Total</b>					22,000	(492.20)	21,508		
101-225-703.18	EQUALIZATION DIRECTOR	8/11/2015	69640			(2,136.00)		Inter-departmental Transfer - Payroll Related	08/11/15
101-225-703.18	EQUALIZATION DIRECTOR	8/11/2015	69640			(1,822.00)		Inter-departmental Transfer - Payroll Related	08/11/15
101-225-703.18	EQUALIZATION DIRECTOR	8/11/2015	69640			(1,542.00)		Inter-departmental Transfer - Payroll Related	08/11/15
<b>101-225-703.18 Total</b>					61,098	(5,500.00)	55,598		
101-225-712.00	FRINGE	7/14/2015	69566			45.50		Inter-departmental Transfer - Use of Fund Equity/Payroll Related	07/14/15
101-225-712.00	FRINGE	7/14/2015	69566			356.44		Inter-departmental Transfer - Use of Fund Equity/Payroll Related	07/14/15
<b>101-225-712.00 Total</b>					68,398	401.94	68,800		
101-225-718.00	FULL TIME	7/14/2015	69566			(45.50)		Inter-departmental Transfer - Use of Fund Equity/Payroll Related	07/14/15
101-225-718.00	FULL TIME	8/11/2015	69640			2,136.00		Inter-departmental Transfer - Payroll Related	08/11/15
101-225-718.00	FULL TIME	8/11/2015	69640			1,822.00		Inter-departmental Transfer - Payroll Related	08/11/15
101-225-718.00	FULL TIME	8/11/2015	69640			1,542.00		Inter-departmental Transfer - Payroll Related	08/11/15
<b>101-225-718.00 Total</b>					94,355	5,454.50	99,810		
101-225-727.00	OFFICE SUPPLIES	10/28/2015	69847			1,000.00		Inter-departmental Transfer	No
101-225-727.00	OFFICE SUPPLIES	10/28/2015	69847			300.00		Inter-departmental Transfer	No
101-225-727.00	OFFICE SUPPLIES	12/2/2015	69955			494.00		Inter-departmental Transfer	No
<b>101-225-727.00 Total</b>					5,000	1,794.00	6,794		
101-225-827.00	MEMBERSHIP & SUBSCRIPTIONS	10/2/2015	69779			300.00		Inter-departmental Transfer	No
101-225-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/2/2015	69955			38.00		Inter-departmental Transfer	No
<b>101-225-827.00 Total</b>					700	338.00	1,038		

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101-225-863.10	TRAVEL/LODGING/MEALS ETC	10/2/2015	69779			800.00		Inter-departmental Transfer	No
101-225-863.10	TRAVEL/LODGING/MEALS ETC	12/2/2015	69956			(11.45)		Inter-departmental Transfer	No
<b>101-225-863.10 Total</b>					3,000	788.55	3,789		
101-225-937.00	OFFICE EQUIP/MAINT	10/28/2015	69847			(55.64)		Inter-departmental Transfer	No
101-225-937.00	OFFICE EQUIP/MAINT	12/2/2015	69956			(16.36)		Inter-departmental Transfer	No
<b>101-225-937.00 Total</b>					1,200	(72.00)	1,128		
101-225-957.00	EMPLOYEE TRAINING	10/2/2015	69779			(800.00)		Inter-departmental Transfer	No
101-225-957.00	EMPLOYEE TRAINING	10/28/2015	69847			(1,000.00)		Inter-departmental Transfer	No
101-225-957.00	EMPLOYEE TRAINING	12/2/2015	69956			(21.00)		Inter-departmental Transfer	No
<b>101-225-957.00 Total</b>					3,000	(1,821.00)	1,179		
101-225-977.00	OFFICE EQUIP & FURNITURE	7/2/2015	69536			1,300.00		Inter-departmental Transfer	No
101-225-977.00	OFFICE EQUIP & FURNITURE	10/28/2015	69847			55.64		Inter-departmental Transfer	No
101-225-977.00	OFFICE EQUIP & FURNITURE	12/2/2015	69956			(14.19)		Inter-departmental Transfer	No
<b>101-225-977.00 Total</b>					300	1,341.45	1,641		
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	7/2/2015	69536			(1,300.00)		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	10/2/2015	69779			(300.00)		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	10/28/2015	69847			(300.00)		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	12/2/2015	69955			(38.00)		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	12/2/2015	69955			(494.00)		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	12/2/2015	69956			14.19		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	12/2/2015	69956			21.00		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	12/2/2015	69956			16.36		Inter-departmental Transfer	No
101-225-977.81	COMPUTER-HARD/SOFT/MAINT	12/2/2015	69956			11.45		Inter-departmental Transfer	No
<b>101-225-977.81 Total</b>					7,500	(2,369.00)	5,131		
101-228-950.00	EQUIPMENT	10/28/2015	69848			(1,890.00)		Inter-departmental Transfer	No
101-228-950.00	EQUIPMENT	11/19/2015	69918			(1,298.00)		Inter-departmental Transfer	No
<b>101-228-950.00 Total</b>					29,498	(3,188.00)	26,310		
101-228-977.68	COMPUTER-HARD/SOFT/MAINT	10/28/2015	69848			1,890.00		Inter-departmental Transfer	No
101-228-977.68	COMPUTER-HARD/SOFT/MAINT	11/19/2015	69918			1,298.00		Inter-departmental Transfer	No
<b>101-228-977.68 Total</b>					14,532	3,188.00	17,720		
101-229-712.00	FRINGE	7/14/2015	69571			270.00		Raise Revenue and Expenditure	07/14/15
<b>101-229-712.00 Total</b>					153,209	270.00	153,479		
101-229-724.00	ON CALL/REIMBURSEMENT	7/14/2015	69571			1,185.00		Raise Revenue and Expenditure	07/14/15
<b>101-229-724.00 Total</b>				Yes	-	1,185.00	1,185		
101-229-727.00	OFFICE SUPPLIES	10/19/2015	69822			(61.94)		Inter-departmental Transfer	No
101-229-727.00	OFFICE SUPPLIES	10/19/2015	69854			(61.94)		Inter-departmental Transfer	No
101-229-727.00	OFFICE SUPPLIES	10/30/2015	69853			61.94		Voided - See Above - Wrong GL Account	N/A
<b>101-229-727.00 Total</b>					3,000	(61.94)	2,938		
101-229-803.00	FILING FEES	12/8/2015	69979			(147.35)		Inter-departmental Transfer	No
<b>101-229-803.00 Total</b>					1,000	(147.35)	853		
101-229-804.00	TRANSCRIPTS	12/8/2015	69979			147.35		Inter-departmental Transfer	No
<b>101-229-804.00 Total</b>					400	147.35	547		
101-229-806.05	WITNESS FEES - IVE	7/13/2015	69577			(750.00)		Inter-departmental Transfer	No
<b>101-229-806.05 Total</b>					10,000	(750.00)	9,250		
101-229-810.00	CONTRACTUAL SERVICES	10/19/2015	69854			61.94		Inter-departmental Transfer	No
<b>101-229-810.00 Total</b>				Yes	-	61.94	62		
101-229-810.01	CONSUL/IND PROVIDER	10/19/2015	69822			61.94		Inter-departmental Transfer	No
101-229-810.01	CONSUL/IND PROVIDER	10/30/2015	69853			(61.94)		Voided - See Above - Wrong GL Account	N/A
<b>101-229-810.01 Total</b>					950	0.00	950		
101-229-810.91	TITLE IV-E BILLING SERVICES	7/13/2015	69577			750.00		Inter-departmental Transfer	No
101-229-810.91	TITLE IV-E BILLING SERVICES	8/20/2015	69668			750.00		Inter-departmental Transfer	No
101-229-810.91	TITLE IV-E BILLING SERVICES	9/30/2015	69781			750.00		Inter-departmental Transfer	No
<b>101-229-810.91 Total</b>				Yes	-	2,250.00	2,250		
101-229-959.11	D M G MAXIMUS	8/20/2015	69668			(750.00)		Inter-departmental Transfer	No
101-229-959.11	D M G MAXIMUS	9/30/2015	69781			(750.00)		Inter-departmental Transfer	No
<b>101-229-959.11 Total</b>					10,900	(1,500.00)	9,400		
101-229-977.00	OFFICE EQUIP & FURNITURE	7/14/2015	69580			500.00		Raise Revenue and Expenditure	07/14/15
<b>101-229-977.00 Total</b>					2,500	500.00	3,000		
101-243-727.00	OFFICE SUPPLIES	12/14/2015	70021			50.00		Inter-departmental Transfer	No
101-243-727.00	OFFICE SUPPLIES	12/14/2015	70021			43.49		Inter-departmental Transfer	No
101-243-727.00	OFFICE SUPPLIES	12/14/2015	70021			375.00		Inter-departmental Transfer	No
<b>101-243-727.00 Total</b>					475	468.49	943		
101-243-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/14/2015	70021			(50.00)		Inter-departmental Transfer	No
<b>101-243-827.00 Total</b>					250	(50.00)	200		
101-243-863.10	TRAVEL/LODGING/MEALS ETC	12/14/2015	70021			(43.49)		Inter-departmental Transfer	No
<b>101-243-863.10 Total</b>					50	(43.49)	7		
101-243-957.00	EMPLOYEE TRAINING	12/14/2015	70021			(375.00)		Inter-departmental Transfer	No
<b>101-243-957.00 Total</b>					375	(375.00)	-		
101-253-712.00	FRINGE	9/8/2015	69721			803.00		Inter-departmental Transfer - Payroll Related	09/08/15
<b>101-253-712.00 Total</b>					64,248	803.00	65,051		
101-253-718.00	FULL TIME	9/8/2015	69721			(803.00)		Inter-departmental Transfer - Payroll Related	09/08/15
<b>101-253-718.00 Total</b>					68,532	(803.00)	67,729		
101-253-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/13/2015	69903			10.00		Inter-departmental Transfer	No
<b>101-253-827.00 Total</b>					275	10.00	285		
101-253-863.10	TRAVEL/LODGING/MEALS ETC	11/13/2015	69903			(10.00)		Inter-departmental Transfer	No
<b>101-253-863.10 Total</b>					2,500	(10.00)	2,490		
101-267-977.60	NEW VEHICLE PURCHASE	7/15/2015	69709			(68,145.40)		Inter-departmental Transfer	No
<b>101-267-977.60 Total</b>					73,200	(68,145.40)	5,055		

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101-270-802.05	EMPLOYMENT PHYSICALS	7/10/2015	69563			(100.00)		Inter-departmental Transfer	No
101-270-802.05	EMPLOYMENT PHYSICALS	10/2/2015	69783			(25.00)		Inter-departmental Transfer	No
101-270-802.05	EMPLOYMENT PHYSICALS	11/2/2015	69861			(22.00)		Inter-departmental Transfer	No
101-270-802.05	EMPLOYMENT PHYSICALS	12/30/2015	70056			120.00		Inter-departmental Transfer	No
<b>101-270-802.05 Total</b>					850	(27.00)	823		
101-270-827.00	MEMBERSHIP & SUBSCRIPTIONS	7/10/2015	69563			(50.00)		Inter-departmental Transfer	No
<b>101-270-827.00 Total</b>					50	(50.00)	-		
101-270-863.10	TRAVEL/LODGING/MEALS ETC	11/2/2015	69861			22.00		Inter-departmental Transfer	No
101-270-863.10	TRAVEL/LODGING/MEALS ETC	11/2/2015	69861			261.00		Inter-departmental Transfer	No
<b>101-270-863.10 Total</b>					100	283.00	383		
101-270-900.00	ADVERTISING	7/10/2015	69563			100.00		Inter-departmental Transfer	No
101-270-900.00	ADVERTISING	7/10/2015	69563			50.00		Inter-departmental Transfer	No
101-270-900.00	ADVERTISING	7/10/2015	69563			100.00		Inter-departmental Transfer	No
101-270-900.00	ADVERTISING	10/13/2015	69803			2,000.00		Raise Revenue and Expenditure	10/13/15
101-270-900.00	ADVERTISING	11/2/2015	69861			(261.00)		Inter-departmental Transfer	No
101-270-900.00	ADVERTISING	12/15/2015	70014			700.00		Inter-departmental Transfer	No
<b>101-270-900.00 Total</b>					525	2,689.00	3,214		
101-270-957.00	EMPLOYEE TRAINING	7/10/2015	69563			(100.00)		Inter-departmental Transfer	No
101-270-957.00	EMPLOYEE TRAINING	10/2/2015	69783			25.00		Inter-departmental Transfer	No
<b>101-270-957.00 Total</b>					300	(75.00)	225		
101-285-727.00	OFFICE SUPPLIES	12/15/2015	70014			(700.00)		Inter-departmental Transfer	No
<b>101-285-727.00 Total</b>					8,000	(700.00)	7,300		
101-285-730.00	POSTAGE	12/30/2015	70053			(17.00)		Inter-departmental Transfer	No
101-285-730.00	POSTAGE	12/30/2015	70056			(120.00)		Inter-departmental Transfer	No
<b>101-285-730.00 Total</b>					71,675	(137.00)	71,538		
101-285-825.03	LEGAL - LABOR ISSUES	8/19/2015	69671			1,500.00		Inter-departmental Transfer	No
<b>101-285-825.03 Total</b>				Yes	-	1,500.00	1,500		
101-285-825.04	PUBLIC DEFENDER	12/8/2015	69984			3,427.00		Raise Revenue and Expenditure	12/08/15
<b>101-285-825.04 Total</b>					137,088	3,427.00	140,515		
101-285-825.07	LEGAL CIVIL COUNSEL	8/19/2015	69671			(1,500.00)		Inter-departmental Transfer	No
<b>101-285-825.07 Total</b>					47,000	(1,500.00)	45,500		
101-285-959.00	MISC	12/30/2015	70053			17.00		Inter-departmental Transfer	No
<b>101-285-959.00 Total</b>				Yes	-	17.00	17		
101-301-712.00	FRINGE	8/11/2015	69642			5,362.00		Raise Revenue and Expenditure	08/11/15
<b>101-301-712.00 Total</b>					434,279	5,362.00	439,641		
101-301-727.00	OFFICE SUPPLIES	7/14/2015	69578			(1,000.00)		Inter-departmental Transfer	No
101-301-727.00	OFFICE SUPPLIES	12/21/2015	70040			(270.00)		Inter-departmental Transfer	No
101-301-727.00	OFFICE SUPPLIES	12/21/2015	70040			(730.00)		Inter-departmental Transfer	No
<b>101-301-727.00 Total</b>					5,500	(2,000.00)	3,500		
101-301-744.00	OTHER SUPPLIES	9/29/2015	69768			(9.00)		Inter-departmental Transfer	No
101-301-744.00	OTHER SUPPLIES	11/23/2015	69921			30.00		Inter-departmental Transfer	No
<b>101-301-744.00 Total</b>					1,539	21.00	1,560		
101-301-744.08	DRUG INVESTIGATION	7/14/2015	69581			300.00		Raise Revenue and Expenditure	07/14/15
101-301-744.08	DRUG INVESTIGATION	11/10/2015	69891			350.00		Raise Revenue and Expenditure	11/10/15
101-301-744.08	DRUG INVESTIGATION	12/31/2015	70109			441.74		Raise Revenue and Expenditure	01/12/16
<b>101-301-744.08 Total</b>					6,005	1,091.74	7,097		
101-301-744.09	DRUG FORFEITURE ACTIVITIES	12/31/2015	70110			300.00		Raise Revenue and Expenditure	01/12/16
<b>101-301-744.09 Total</b>					9,151	300.00	9,451		
101-301-746.00	UNIFORMS	9/29/2015	69768			9.00		Inter-departmental Transfer	No
101-301-746.00	UNIFORMS	10/7/2015	69784			120.00		Inter-departmental Transfer	No
101-301-746.00	UNIFORMS	10/23/2015	69836			180.00		Inter-departmental Transfer	No
101-301-746.00	UNIFORMS	11/23/2015	69921			813.00		Inter-departmental Transfer	No
<b>101-301-746.00 Total</b>					4,000	1,122.00	5,122		
101-301-802.01	HEALTH SERVICES	7/14/2015	69578			(500.00)		Inter-departmental Transfer	No
<b>101-301-802.01 Total</b>					500	(500.00)	-		
101-301-863.10	TRAVEL/LODGING/MEALS ETC	7/14/2015	69578			(1,000.00)		Inter-departmental Transfer	No
101-301-863.10	TRAVEL/LODGING/MEALS ETC	12/21/2015	70040			270.00		Inter-departmental Transfer	No
<b>101-301-863.10 Total</b>					3,150	(730.00)	2,420		
101-301-957.00	EMPLOYEE TRAINING	7/14/2015	69578			1,200.00		Inter-departmental Transfer	No
101-301-957.00	EMPLOYEE TRAINING	7/14/2015	69578			1,000.00		Inter-departmental Transfer	No
101-301-957.00	EMPLOYEE TRAINING	7/14/2015	69578			1,000.00		Inter-departmental Transfer	No
101-301-957.00	EMPLOYEE TRAINING	8/11/2015	69641			200.00		Raise Revenue and Expenditure	08/11/15
101-301-957.00	EMPLOYEE TRAINING	12/21/2015	70040			(1,791.23)		Inter-departmental Transfer	No
<b>101-301-957.00 Total</b>					4,350	1,608.77	5,959		
101-301-970.01	EQUIPMENT - NEW	7/14/2015	69582			2,784.00		Raise Revenue and Expenditure	07/14/15
101-301-970.01	EQUIPMENT - NEW	12/21/2015	70040			730.00		Inter-departmental Transfer	No
101-301-970.01	EQUIPMENT - NEW	12/21/2015	70040			1,791.23		Inter-departmental Transfer	No
101-301-970.01	EQUIPMENT - NEW	12/21/2015	70040			500.00		Inter-departmental Transfer	No
<b>101-301-970.01 Total</b>					10,000	5,805.23	15,805		
101-301-975.22	MAINT/EQUIP/MISC	7/14/2015	69578			500.00		Inter-departmental Transfer	No
<b>101-301-975.22 Total</b>					7,015	500.00	7,515		
101-301-977.00	OFFICE EQUIP & FURNITURE	7/14/2015	69582			1,878.91		Raise Revenue and Expenditure	07/14/15
<b>101-301-977.00 Total</b>					961	1,878.91	2,840		
101-301-977.60	NEW VEHICLE PURCHASE	7/14/2015	69583			8,114.95		Raise Revenue and Expenditure	07/14/15
101-301-977.60	NEW VEHICLE PURCHASE	7/15/2015	69709			68,145.40		Inter-departmental Transfer	No
<b>101-301-977.60 Total</b>					16,430	76,260.35	92,690		
101-301-977.72	COMPUTER-HARD/SOFT/MAINT	11/23/2015	69921			(813.00)		Inter-departmental Transfer	No
101-301-977.72	COMPUTER-HARD/SOFT/MAINT	11/23/2015	69921			(30.00)		Inter-departmental Transfer	No
101-301-977.72	COMPUTER-HARD/SOFT/MAINT	12/21/2015	70040			(500.00)		Inter-departmental Transfer	No
<b>101-301-977.72 Total</b>					3,000	(1,343.00)	1,657		

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101-302-747.03	GAS/SHERIFF	10/26/2015	69839			(397.38)		Inter-departmental Transfer	No
<b>101-302-747.03 Total</b>					484	(397.38)	87		
101-302-863.04	MILEAGE	10/26/2015	69839			397.38		Inter-departmental Transfer	No
<b>101-302-863.04 Total</b>					750	397.38	1,147		
101-331-704.05	OVERTIME	12/8/2015	69983			(360.00)		Inter-departmental Transfer - Payroll Related	12/08/15
101-331-704.05	OVERTIME	12/31/2015	70103			(28.00)		Inter-departmental Transfer - Payroll Related	01/12/16
<b>101-331-704.05 Total</b>					2,200	(388.00)	1,812		
101-331-712.00	FRINGE	12/8/2015	69983			360.00		Inter-departmental Transfer - Payroll Related	12/08/15
<b>101-331-712.00 Total</b>					16,211	360.00	16,571		
101-331-718.00	FULL TIME	12/31/2015	70103			28.00		Inter-departmental Transfer - Payroll Related	01/12/16
<b>101-331-718.00 Total</b>					31,102	28.00	31,130		
101-331-727.00	OFFICE SUPPLIES	9/29/2015	69769			(101.00)		Inter-departmental Transfer	No
<b>101-331-727.00 Total</b>					200	(101.00)	99		
101-331-746.00	UNIFORMS	9/29/2015	69769			(230.00)		Inter-departmental Transfer	No
<b>101-331-746.00 Total</b>					1,000	(230.00)	770		
101-331-747.03	GAS/SHERIFF	9/29/2015	69769			(166.00)		Inter-departmental Transfer	No
<b>101-331-747.03 Total</b>					700	(166.00)	534		
101-331-747.08	BOAT REPAIRS	8/31/2015	69701			3,500.00		Inter-departmental Transfer	No
101-331-747.08	BOAT REPAIRS	9/29/2015	69769			101.00		Inter-departmental Transfer	No
101-331-747.08	BOAT REPAIRS	9/29/2015	69769			230.00		Inter-departmental Transfer	No
101-331-747.08	BOAT REPAIRS	9/29/2015	69769			500.00		Inter-departmental Transfer	No
101-331-747.08	BOAT REPAIRS	9/29/2015	69769			713.01		Inter-departmental Transfer	No
101-331-747.08	BOAT REPAIRS	9/29/2015	69769			200.00		Inter-departmental Transfer	No
101-331-747.08	BOAT REPAIRS	9/29/2015	69769			166.00		Inter-departmental Transfer	No
<b>101-331-747.08 Total</b>					5,000	5,410.01	10,410		
101-331-747.09	BOAT-GAS/OIL	8/31/2015	69701			(3,500.00)		Inter-departmental Transfer	No
<b>101-331-747.09 Total</b>					12,000	(3,500.00)	8,500		
101-331-863.10	TRAVEL/LODGING/MEALS ETC	9/29/2015	69769			(500.00)		Inter-departmental Transfer	No
<b>101-331-863.10 Total</b>					500	(500.00)	-		
101-331-950.00	EQUIPMENT	9/29/2015	69769			(713.01)		Inter-departmental Transfer	No
<b>101-331-950.00 Total</b>					1,500	(713.01)	787		
101-331-957.00	EMPLOYEE TRAINING	9/29/2015	69769			(200.00)		Inter-departmental Transfer	No
<b>101-331-957.00 Total</b>					200	(200.00)	-		
101-332-747.03	GAS/SHERIFF	8/27/2015	69725			(125.00)		Inter-departmental Transfer	No
<b>101-332-747.03 Total</b>					224	(125.00)	99		
101-332-863.22	SNOWMOBILE TOWING MILEAGE	8/27/2015	69725			125.00		Inter-departmental Transfer	No
<b>101-332-863.22 Total</b>					305	125.00	430		
101-334-704.05	OVERTIME	9/8/2015	69720			650.00		Inter-departmental Transfer - Payroll Related	09/08/15
<b>101-334-704.05 Total</b>					10,853	650.00	11,503		
101-334-712.00	FRINGE	9/8/2015	69720			(650.00)		Inter-departmental Transfer - Payroll Related	09/08/15
<b>101-334-712.00 Total</b>					3,618	(650.00)	2,968		
101-338-727.99	SUPPLIES	10/23/2015	69836			(100.00)		Inter-departmental Transfer	No
<b>101-338-727.99 Total</b>					1,740	(100.00)	1,640		
101-338-957.04	EDUCATION	9/2/2015	69719			480.00		Inter-departmental Transfer	No
101-338-957.04	EDUCATION	10/23/2015	69836			100.00		Inter-departmental Transfer	No
<b>101-338-957.04 Total</b>					1,145	580.00	1,725		
101-338-959.00	MISC	8/11/2015	69643			1,800.00		Raise Revenue and Expenditure	08/11/15
<b>101-338-959.00 Total</b>					3,000	1,800.00	4,800		
101-338-970.04	EQUIP/ NEW & REPLACED	9/2/2015	69719			(480.00)		Inter-departmental Transfer	No
<b>101-338-970.04 Total</b>					8,071	(480.00)	7,591		
101-351-703.34	HOLIDAY PAY	12/31/2015	70104			440.00		Inter-departmental Transfer - Payroll Related	01/12/16
<b>101-351-703.34 Total</b>					31,760	440.00	32,200		
101-351-703.36	SHIFT DIFFERENTIAL PAY	12/8/2015	69981			350.00		Inter-departmental Transfer - Payroll Related	12/08/15
<b>101-351-703.36 Total</b>					4,272	350.00	4,622		
101-351-704.05	OVERTIME	12/8/2015	69981			1,000.00		Inter-departmental Transfer - Payroll Related	12/08/15
101-351-704.05	OVERTIME	12/8/2015	69981			300.00		Inter-departmental Transfer - Payroll Related	12/08/15
101-351-704.05	OVERTIME	12/31/2015	70104			(440.00)		Inter-departmental Transfer - Payroll Related	01/12/16
<b>101-351-704.05 Total</b>					3,152	860.00	4,012		
101-351-718.00	FULL TIME	12/8/2015	69981			(1,000.00)		Inter-departmental Transfer - Payroll Related	12/08/15
101-351-718.00	FULL TIME	12/8/2015	69981			(350.00)		Inter-departmental Transfer - Payroll Related	12/08/15
101-351-718.00	FULL TIME	12/8/2015	69981			(300.00)		Inter-departmental Transfer - Payroll Related	12/08/15
<b>101-351-718.00 Total</b>					707,903	(1,650.00)	706,253		
101-351-740.00	FOOD	11/17/2015	69916			3,000.00		Inter-departmental Transfer	No
101-351-740.00	FOOD	12/8/2015	69992			13,000.00		Raise Revenue and Expenditure	12/08/15
<b>101-351-740.00 Total</b>					255,722	16,000.00	271,722		
101-351-744.07	MISC PRISONER SUPPLIES	11/23/2015	69920			95.00		Inter-departmental Transfer	No
<b>101-351-744.07 Total</b>					5,000	95.00	5,095		
101-351-746.01	EMPLOYEE UNIFORMS	10/7/2015	69784			(120.00)		Inter-departmental Transfer	No
101-351-746.01	EMPLOYEE UNIFORMS	10/23/2015	69836			(180.00)		Inter-departmental Transfer	No
101-351-746.01	EMPLOYEE UNIFORMS	11/18/2015	69909			(1,626.74)		Inter-departmental Transfer	No
<b>101-351-746.01 Total</b>					3,000	(1,926.74)	1,073		
101-351-760.00	MEDICAL SERVICES	11/17/2015	69916			1,000.00		Inter-departmental Transfer	No
101-351-760.00	MEDICAL SERVICES	11/18/2015	69909			1,626.74		Inter-departmental Transfer	No
101-351-760.00	MEDICAL SERVICES	11/18/2015	69909			452.02		Inter-departmental Transfer	No
101-351-760.00	MEDICAL SERVICES	11/18/2015	69909			2,299.48		Inter-departmental Transfer	No
101-351-760.00	MEDICAL SERVICES	11/18/2015	69909			2,000.00		Inter-departmental Transfer	No
<b>101-351-760.00 Total</b>					40,000	7,378.24	47,378		
101-351-831.00	LAUNDRY	11/18/2015	69909			(2,000.00)		Inter-departmental Transfer	No
101-351-831.00	LAUNDRY	11/23/2015	69920			(95.00)		Inter-departmental Transfer	No
<b>101-351-831.00 Total</b>					5,000	(2,095.00)	2,905		

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GL NUMBER	GL DESCRIPTION	POST DATE	REF #	NEW LINE ITEM OR NEW FUND NOT ORIGINALLY INCLUDED IN THE 2015 BUDGET	AMENDED BUDGET 6/30/2015	CHANGE TO BUDGET INCREASE (DECREASE)	2015 FINAL AMENDED BUDGET	BUDGET ADJUSTMENT DESCRIPTION	DATE PREVIOUSLY APPROVED BY THE BOARD
101-351-935.00	EQUIPMENT REPAIRS	11/17/2015	69916			(3,000.00)		Inter-departmental Transfer	No
<b>101-351-935.00 Total</b>					3,000	(3,000.00)	-		
101-351-937.00	OFFICE EQUIP/MAINT	11/17/2015	69916			(1,000.00)		Inter-departmental Transfer	No
<b>101-351-937.00 Total</b>					1,000	(1,000.00)	-		
101-351-957.00	EMPLOYEE TRAINING	7/14/2015	69578			(1,200.00)		Inter-departmental Transfer	No
<b>101-351-957.00 Total</b>					3,500	(1,200.00)	2,300		
101-351-970.04	EQUIP/ NEW & REPLACED	11/18/2015	69909			(2,299.48)		Inter-departmental Transfer	No
<b>101-351-970.04 Total</b>					2,803	(2,299.48)	504		
101-351-977.72	COMPUTER-HARD/SOFT/MAINT	11/18/2015	69909			(452.02)		Inter-departmental Transfer	No
<b>101-351-977.72 Total</b>					5,773	(452.02)	5,321		
101-400-507.01	PROS ATTY VICTIMS RIGHTS	10/1/2015	69892			1,722.00		Raise Revenue and Expenditure	11/10/15
<b>101-400-507.01 Total</b>					50,268	1,722.00	51,990		
101-400-508.00	WOMEN'S RESOURCE GRANT	7/14/2015	69580			500.00		Raise Revenue and Expenditure	07/14/15
<b>101-400-508.00 Total</b>				Yes	-	500.00	500		
101-400-582.00	SHERIFF LOCAL GRANTS	7/14/2015	69581			300.00		Raise Revenue and Expenditure	07/14/15
101-400-582.00	SHERIFF LOCAL GRANTS	7/14/2015	69582			4,662.91		Raise Revenue and Expenditure	07/14/15
101-400-582.00	SHERIFF LOCAL GRANTS	8/11/2015	69641			200.00		Raise Revenue and Expenditure	08/11/15
101-400-582.00	SHERIFF LOCAL GRANTS	11/10/2015	69891			350.00		Raise Revenue and Expenditure	11/10/15
101-400-582.00	SHERIFF LOCAL GRANTS	12/31/2015	70109			441.74		Raise Revenue and Expenditure	01/12/16
<b>101-400-582.00 Total</b>					600	5,954.65	6,555		
101-400-657.00	DRUG FORFEITURES - SHERIFF	12/31/2015	70110			300.00		Raise Revenue and Expenditure	01/12/16
<b>101-400-657.00 Total</b>				Yes	-	300.00	300		
101-400-675.06	DONATION - CANINE UNIT	8/11/2015	69643			1,800.00		Raise Revenue and Expenditure	08/11/15
<b>101-400-675.06 Total</b>					15,000	1,800.00	16,800		
101-400-678.00	INSURANCE & BOND REIMBURSEMENTS	10/13/2015	69805			18,000.00		Raise Revenue and Expenditure	10/13/15
<b>101-400-678.00 Total</b>					5,177	18,000.00	23,177		
101-400-696.00	INSURANCE PROCEEDS	7/14/2015	69583			8,114.95		Raise Revenue and Expenditure	07/14/15
<b>101-400-696.00 Total</b>				Yes	-	8,114.95	8,115		
101-400-699.00	FUND EQUITY	7/14/2015	69570			1,856.00		Raise Revenue and Expenditure	07/14/15
101-400-699.00	FUND EQUITY	7/14/2015	69571			4,922.00		Raise Revenue and Expenditure	07/14/15
101-400-699.00	FUND EQUITY	7/14/2015	69572			8,361.00		Raise Revenue and Expenditure	07/14/15
101-400-699.00	FUND EQUITY	7/14/2015	69584			2,499.00		Raise Revenue and Expenditure	07/14/15
101-400-699.00	FUND EQUITY	7/14/2015	69585			11,000.00		Raise Revenue and Expenditure	07/14/15
101-400-699.00	FUND EQUITY	7/14/2015	69588			5,600.00		Raise Revenue and Expenditure	07/14/15
101-400-699.00	FUND EQUITY	8/11/2015	69642			5,362.00		Raise Revenue and Expenditure	08/11/15
101-400-699.00	FUND EQUITY	8/11/2015	69645			2,112.32		Raise Revenue and Expenditure	08/11/15
101-400-699.00	FUND EQUITY	10/13/2015	69802			1,033.00		Raise Revenue and Expenditure	10/13/15
101-400-699.00	FUND EQUITY	10/13/2015	69803			2,000.00		Raise Revenue and Expenditure	10/13/15
101-400-699.00	FUND EQUITY	10/13/2015	69804			7,731.00		Raise Revenue and Expenditure	10/13/15
101-400-699.00	FUND EQUITY	10/13/2015	69807			571.00		Raise Revenue and Expenditure	10/13/15
101-400-699.00	FUND EQUITY	12/8/2015	69984			3,427.00		Raise Revenue and Expenditure	12/08/15
101-400-699.00	FUND EQUITY	12/8/2015	69985			3,280.00		Raise Revenue and Expenditure	12/08/15
101-400-699.00	FUND EQUITY	12/8/2015	69986			3,800.00		Raise Revenue and Expenditure	12/08/15
101-400-699.00	FUND EQUITY	12/8/2015	69989			2,500.00		Raise Revenue and Expenditure	12/08/15
101-400-699.00	FUND EQUITY	12/8/2015	69992			13,000.00		Raise Revenue and Expenditure	12/08/15
<b>101-400-699.00 Total</b>					608,363	79,054.32	687,417		
101-412-706.00	PER DIEM	12/8/2015	69989			2,000.00		Raise Revenue and Expenditure	12/08/15
<b>101-412-706.00 Total</b>					13,440	2,000.00	15,440		
101-412-727.00	OFFICE SUPPLIES	12/7/2015	69976			(250.00)		Inter-departmental Transfer	No
<b>101-412-727.00 Total</b>					2,025	(250.00)	1,775		
101-412-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/7/2015	69976			(105.00)		Inter-departmental Transfer	No
101-412-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/8/2015	69998			(50.00)		Inter-departmental Transfer	No
<b>101-412-827.00 Total</b>					1,800	(155.00)	1,645		
101-412-852.00	TELEPHONE	12/8/2015	69975			(75.00)		Inter-departmental Transfer	No
<b>101-412-852.00 Total</b>					600	(75.00)	525		
101-412-863.10	TRAVEL/LODGING/MEALS ETC	12/7/2015	69976			(30.96)		Inter-departmental Transfer	No
<b>101-412-863.10 Total</b>					400	(30.96)	369		
101-412-863.30	TRAVEL/LODGING/MEALS ETC - BRDS/COMM	12/7/2015	69976			30.96		Inter-departmental Transfer	No
101-412-863.30	TRAVEL/LODGING/MEALS ETC - BRDS/COMM	12/7/2015	69976			250.00		Inter-departmental Transfer	No
101-412-863.30	TRAVEL/LODGING/MEALS ETC - BRDS/COMM	12/7/2015	69976			105.00		Inter-departmental Transfer	No
101-412-863.30	TRAVEL/LODGING/MEALS ETC - BRDS/COMM	12/8/2015	69989			500.00		Raise Revenue and Expenditure	12/08/15
<b>101-412-863.30 Total</b>					6,775	885.96	7,661		
101-412-900.00	ADVERTISING	12/7/2015	69977			1,450.50		Inter-departmental Transfer	No
101-412-900.00	ADVERTISING	12/7/2015	69977			500.00		Inter-departmental Transfer	No
101-412-900.00	ADVERTISING	12/7/2015	70023			1,450.50		Inter-departmental Transfer	No
101-412-900.00	ADVERTISING	12/7/2015	70023			500.00		Inter-departmental Transfer	No
101-412-900.00	ADVERTISING	12/8/2015	69998			50.00		Inter-departmental Transfer	No
101-412-900.00	ADVERTISING	12/9/2015	70022			(1,450.50)		Voided - See Above - Wrong GL Account	N/A
101-412-900.00	ADVERTISING	12/9/2015	70022			(500.00)		Voided - See Above - Wrong GL Account	N/A
<b>101-412-900.00 Total</b>					4,000	2,000.50	6,001		
101-412-957.00	EMPLOYEE TRAINING	12/8/2015	69975			75.00		Inter-departmental Transfer	No
<b>101-412-957.00 Total</b>					450	75.00	525		
101-412-957.30	TRAINING - BOARDS OR COMMISSIONS	12/7/2015	70023			(500.00)		Inter-departmental Transfer	No
<b>101-412-957.30 Total</b>					500	(500.00)	-		
101-412-977.00	OFFICE EQUIP & FURNITURE	12/7/2015	69977			(1,450.50)		Inter-departmental Transfer	No
101-412-977.00	OFFICE EQUIP & FURNITURE	12/7/2015	69977			(500.00)		Inter-departmental Transfer	No
101-412-977.00	OFFICE EQUIP & FURNITURE	12/9/2015	70022			1,450.50		Voided - See Above - Wrong GL Account	N/A
101-412-977.00	OFFICE EQUIP & FURNITURE	12/9/2015	70022			500.00		Voided - See Above - Wrong GL Account	N/A
<b>101-412-977.00 Total</b>				Yes	-	0.00	-		
101-412-977.62	COMPUTER-HARD/SOFT/MAINT	12/7/2015	70023			(1,450.50)		Inter-departmental Transfer	No
<b>101-412-977.62 Total</b>					3,730	(1,450.50)	2,280		

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101-600-835.02	DISTRICT HEALTH #4	10/13/2015	69804			7,731.00		Raise Revenue and Expenditure	10/13/15
<b>101-600-835.02 Total</b>					207,504	7,731.00	215,235		
101-682-727.00	OFFICE SUPPLIES	11/12/2015	69898			(45.00)		Inter-departmental Transfer	No
<b>101-682-727.00 Total</b>					2,212	(45.00)	2,167		
101-682-727.80	FLAGS	11/12/2015	69898			45.00		Inter-departmental Transfer	No
<b>101-682-727.80 Total</b>					4,500		4,545		
101-682-810.00	CONTRACTUAL SERVICES	7/14/2015	69584			2,499.00		Raise Revenue and Expenditure	07/14/15
<b>101-682-810.00 Total</b>				Yes	-	2,499.00	2,499		
101-682-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/8/2015	69973			55.00		Inter-departmental Transfer	No
<b>101-682-827.00 Total</b>					423	55.00	478		
101-682-957.00	EMPLOYEE TRAINING	12/8/2015	69973			(55.00)		Inter-departmental Transfer	No
<b>101-682-957.00 Total</b>					500	(55.00)	445		
101-700-955.01	CARRIED FORWARD FUND EQUITY	7/14/2015	69566			(356.44)		Inter-departmental Transfer - Use of Fund Equity/Payroll Related	07/14/15
<b>101-700-955.01 Total</b>					2,446	(356.44)	2,090		
101-731-727.00	OFFICE SUPPLIES	12/4/2015	69997			269.10		Inter-departmental Transfer	No
<b>101-731-727.00 Total</b>					1,000	269.10	1,269		
101-731-957.00	EMPLOYEE TRAINING	12/4/2015	69997			(269.10)		Inter-departmental Transfer	No
<b>101-731-957.00 Total</b>					400	(269.10)	131		
101-751-852.00	TELEPHONE	12/8/2015	69974			300.00		Inter-departmental Transfer	No
<b>101-751-852.00 Total</b>					900	300.00	1,200		
101-751-930.00	GROUNDS MAINT/EQUIP	12/8/2015	69974			(300.00)		Inter-departmental Transfer	No
<b>101-751-930.00 Total</b>					19,000	(300.00)	18,700		
101-784-706.00	PER DIEM	12/18/2015	70025			30.00		Inter-departmental Transfer	No
<b>101-784-706.00 Total</b>					700	30.00	720		
101-784-852.00	TELEPHONE	12/18/2015	70025			(20.00)		Inter-departmental Transfer	No
<b>101-784-852.00 Total</b>					150	(20.00)	130		
101-900-903.02	AIRPORT GRANT MATCH	7/14/2015	69585			11,000.00		Raise Revenue and Expenditure	07/14/15
<b>101-900-903.02 Total</b>					5,000	11,000.00	16,000		
101-902-961.03	BUILDING DEPT FUND 249	7/14/2015	69588			1,120.00		Raise Revenue and Expenditure	07/14/15
<b>101-902-961.03 Total</b>					78,645	1,120.00	79,765		
101-902-965.01	CHILD CARE/PROB #292	10/13/2015	69807			571.00		Raise Revenue and Expenditure	10/13/15
<b>101-902-965.01 Total</b>					452,398	571.00	452,969		
101-902-965.24	REGIONAL TRANSPORTATION	8/11/2015	69645			2,112.32		Raise Revenue and Expenditure	08/11/15
<b>101-902-965.24 Total</b>					83,302	2,112.32	85,414		
101-902-999.00	TRANSFER OUT	7/14/2015	69588			4,480.00		Raise Revenue and Expenditure	07/14/15
<b>101-902-999.00 Total</b>					72,425	4,480.00	76,905		
101-954-910.00	INSURANCE & BONDS	10/13/2015	69805			18,000.00		Raise Revenue and Expenditure	10/13/15
<b>101-954-910.00 Total</b>					147,015	18,000.00	165,015		
111-131-810.00	CONTRACTUAL SERVICES	12/11/2015	70002			(100.00)		Inter-departmental Transfer	No
<b>111-131-810.00 Total</b>					200	(100.00)	100		
111-131-937.06	COPY MAINTENANCE AGREEMENTS	12/11/2015	70002			100.00		Inter-departmental Transfer	No
<b>111-131-937.06 Total</b>					550	100.00	650		
111-131-977.00	OFFICE EQUIP & FURNITURE	8/11/2015	69644			2,196.00		Raise Revenue and Expenditure	08/11/15
111-131-977.00	OFFICE EQUIP & FURNITURE	9/8/2015	69722			2,129.00		Raise Revenue and Expenditure	09/08/15
<b>111-131-977.00 Total</b>					1,350	4,325.00	5,675		
111-400-699.00	FUND EQUITY	8/11/2015	69644			2,196.00		Raise Revenue and Expenditure	08/11/15
111-400-699.00	FUND EQUITY	9/8/2015	69722			2,129.00		Raise Revenue and Expenditure	09/08/15
<b>111-400-699.00 Total</b>				Yes	-	4,325.00	4,325		
114-247-715.01	ADMIN FEE S/S	12/10/2015	70000			(974.40)		Inter-departmental Transfer	No
<b>114-247-715.01 Total</b>					3,979	(974.40)	3,005		
114-247-810.35	CONTRACTUAL SURVEY SERVICE	12/10/2015	70000			974.40		Inter-departmental Transfer	No
<b>114-247-810.35 Total</b>					54,525	974.40	55,499		
201-253-700.50	WITHDRAWAL TRANSFERS	11/10/2015	69889			1,468,600.00		Raise Revenue and Expenditure	11/10/15
201-253-700.50	WITHDRAWAL TRANSFERS	12/8/2015	69991			1,031,500.00		Raise Revenue and Expenditure	12/08/15
201-253-700.50	WITHDRAWAL TRANSFERS	12/15/2015	70015			(208.00)		Inter-departmental Transfer	No
<b>201-253-700.50 Total</b>					6,129,890	2,499,892.00	8,629,782		
201-253-900.00	ADVERTISING	12/15/2015	70015			208.00		Inter-departmental Transfer	No
<b>201-253-900.00 Total</b>				Yes	-	208.00	208		
201-400-400.00	REVENUE CONTROL	11/10/2015	69889			1,468,600.00		Raise Revenue and Expenditure	11/10/15
201-400-400.00	REVENUE CONTROL	12/8/2015	69991			1,031,500.00		Raise Revenue and Expenditure	12/08/15
<b>201-400-400.00 Total</b>					5,213,890	2,500,100.00	7,713,990		
215-141-863.10	TRAVEL/LODGING/MEALS ETC	11/24/2015	69949			(400.00)		Inter-departmental Transfer	No
215-141-863.10	TRAVEL/LODGING/MEALS ETC	12/30/2015	70070			(50.00)		Inter-departmental Transfer	No
<b>215-141-863.10 Total</b>					2,500	(450.00)	2,050		
215-141-937.06	COPY MAINTENANCE AGREEMENTS	11/24/2015	69949			400.00		Inter-departmental Transfer	No
<b>215-141-937.06 Total</b>					1,000	400.00	1,400		
215-141-958.00	BANK CHARGES	12/18/2015	70024			400.00		Inter-departmental Transfer	No
215-141-958.00	BANK CHARGES	12/30/2015	70070			50.00		Inter-departmental Transfer	No
<b>215-141-958.00 Total</b>				Yes	-	450.00	450		
215-141-977.00	OFFICE EQUIP & FURNITURE	12/18/2015	70024			(400.00)		Inter-departmental Transfer	No
<b>215-141-977.00 Total</b>					5,000	(400.00)	4,600		
217-253-813.02	DEL PERSONAL PROP	12/8/2015	69990			279.48		Raise Revenue and Expenditure	12/08/15
<b>217-253-813.02 Total</b>					254	279.48	533		
217-400-406.01	PERS PROP/COMM FOR/TAX REVERT	12/8/2015	69990			279.48		Raise Revenue and Expenditure	12/08/15
<b>217-400-406.01 Total</b>					254	279.48	533		
217-400-407.00	AMBULANCE MILLAGE	12/8/2015	69988			821.74		Raise/Lower Revenue and Expenditure	12/08/15
<b>217-400-407.00 Total</b>					327,177	821.74	327,999		
217-651-810.04	CHEB LIFE SUPPORT, INC	12/8/2015	69988			419.43		Raise/Lower Revenue and Expenditure	12/08/15
<b>217-651-810.04 Total</b>					287,757	419.43	288,176		
217-651-810.08	MACKINAW CITY AMB SERVICE	12/8/2015	69988			447.47		Raise/Lower Revenue and Expenditure	12/08/15
<b>217-651-810.08 Total</b>					23,100	447.47	23,547		

SUMMARIZATION OF ALL BUDGET ADJUSTMENTS POSTED  
FROM JULY 1, 2015 THROUGH DECEMBER 31, 2015

GL NUMBER	GL DESCRIPTION	POST DATE	REF #	NEW LINE ITEM OR NEW FUND NOT ORIGINALLY INCLUDED IN THE 2015 BUDGET	AMENDED BUDGET 6/30/2015	CHANGE TO BUDGET INCREASE (DECREASE)	2015 FINAL AMENDED BUDGET	BUDGET ADJUSTMENT DESCRIPTION	DATE PREVIOUSLY APPROVED BY THE BOARD
217-651-810.09	W/F/O AREA AMB SERVICE	12/8/2015	69888			(45.16)		Raise/Lower Revenue and Expenditure	12/08/15
<b>217-651-810.09 Total</b>					14,315	(45.16)	14,270		
220-266-775.00	JANITORIAL SUPPLIES	11/20/2015	69919			(300.00)		Inter-departmental Transfer	No
<b>220-266-775.00 Total</b>					2,049	(300.00)	1,749		
220-266-934.00						300.00			
220-266-934.00 Total	BLDG REPAIRS & MAINT	11/20/2015	69919			300.00	5,300	Inter-departmental Transfer	No
226-525-712.00	FRINGE	7/14/2015	69568		5,000	1,435.00		Inter-departmental Transfer - Use of Fund Equity/Payroll Related	07/14/15
<b>226-525-712.00 Total</b>					28,934	1,435.00	30,369		
226-525-747.10	FUEL/OIL	8/27/2015	69713			(3,000.00)		Inter-departmental Transfer	No
226-525-747.10	FUEL/OIL	8/28/2015	69714			(64.00)		Inter-departmental Transfer	No
<b>226-525-747.10 Total</b>					23,000	(3,064.00)	19,936		
226-525-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/10/2015	69885			11,889.00		Inter-departmental Transfer - Use of Fund Equity	11/10/15
226-525-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/10/2015	69885			21,992.00		Inter-departmental Transfer - Use of Fund Equity	11/10/15
226-525-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/10/2015	69894			(11,889.00)		Voided - See Above - Wrong GL Account	N/A
226-525-827.00	MEMBERSHIP & SUBSCRIPTIONS	11/10/2015	69894			(21,992.00)		Voided - See Above - Wrong GL Account	N/A
<b>226-525-827.00 Total</b>				Yes	-	0.00	-		
226-525-829.00	PROCESSING	11/10/2015	69895			11,889.00		Inter-departmental Transfer - Use of Fund Equity	11/10/15
226-525-829.00	PROCESSING	11/10/2015	69895			21,992.00		Inter-departmental Transfer - Use of Fund Equity	11/10/15
<b>226-525-829.00 Total</b>					86,500	33,881.00	120,381		
226-525-861.00	TRANSPORTATION	8/11/2015	69638			12,000.00		Inter-departmental Transfer - Use of Fund Equity	08/11/15
<b>226-525-861.00 Total</b>					6,000	12,000.00	18,000		
226-525-930.01	VEHICLE REPAIR	7/14/2015	69567			5,259.00		Inter-departmental Transfer - Use of Fund Equity	07/14/15
226-525-930.01	VEHICLE REPAIR	8/27/2015	69713			3,000.00		Inter-departmental Transfer	No
226-525-930.01	VEHICLE REPAIR	12/22/2015	70041			3,500.00		Inter-departmental Transfer	No
<b>226-525-930.01 Total</b>					5,000	11,759.00	16,759		
226-525-955.01	CARRIED FORWARD FUND EQUITY	7/14/2015	69567			(5,259.00)		Inter-departmental Transfer - Use of Fund Equity	07/14/15
226-525-955.01	CARRIED FORWARD FUND EQUITY	7/14/2015	69568			(1,435.00)		Inter-departmental Transfer - Use of Fund Equity/Payroll Related	07/14/15
226-525-955.01	CARRIED FORWARD FUND EQUITY	8/11/2015	69638			(12,000.00)		Inter-departmental Transfer - Use of Fund Equity	08/11/15
226-525-955.01	CARRIED FORWARD FUND EQUITY	11/10/2015	69885			(11,889.00)		Inter-departmental Transfer - Use of Fund Equity	11/10/15
226-525-955.01	CARRIED FORWARD FUND EQUITY	11/10/2015	69894			11,889.00		Voided - See Above - Wrong GL Account	N/A
226-525-955.01	CARRIED FORWARD FUND EQUITY	11/10/2015	69895			(11,889.00)		Inter-departmental Transfer - Use of Fund Equity	11/10/15
<b>226-525-955.01 Total</b>					30,583	(30,583.00)	-		
226-525-959.07	REFUNDS GENERAL	8/28/2015	69714			64.00		Inter-departmental Transfer	No
<b>226-525-959.07 Total</b>				Yes	-	64.00	64		
226-525-970.01	EQUIPMENT - NEW	11/10/2015	69885			(21,992.00)		Inter-departmental Transfer - Use of Fund Equity	11/10/15
226-525-970.01	EQUIPMENT - NEW	11/10/2015	69894			21,992.00		Voided - See Above - Wrong GL Account	N/A
226-525-970.01	EQUIPMENT - NEW	11/10/2015	69895			(21,992.00)		Inter-departmental Transfer - Use of Fund Equity	11/10/15
<b>226-525-970.01 Total</b>					21,992	(21,992.00)	-		
226-525-975.22	MAINT/EQUIP/MISC	12/22/2015	70041			(3,500.00)		Inter-departmental Transfer	No
<b>226-525-975.22 Total</b>					13,750	(3,500.00)	10,250		
231-325-820.00	DISTRIBUTION TO CCE 911	12/8/2015	69987			11,856.00		Raise Revenue and Expenditure	12/08/15
231-325-820.00	DISTRIBUTION TO CCE 911	12/31/2015	70111			564.00		Raise Revenue and Expenditure	01/12/16
<b>231-325-820.00 Total</b>					147,000	12,420.00	159,420		
231-400-651.00	CCE 911 4% PHONE SURCHARGE	12/8/2015	69987			11,528.00		Raise Revenue and Expenditure	12/08/15
231-400-651.00	CCE 911 4% PHONE SURCHARGE	12/31/2015	70111			564.00		Raise Revenue and Expenditure	01/12/16
<b>231-400-651.00 Total</b>					147,000	12,092.00	159,092		
231-400-699.00	FUND EQUITY	12/8/2015	69987			328.00		Raise Revenue and Expenditure	12/08/15
<b>231-400-699.00 Total</b>				Yes	-	328.00	328		
234-253-819.00	DISTRIBUTION TO TOWNSHIPS/SCHOOLS	7/14/2015	69586			1,279.73		Raise Revenue and Expenditure	07/14/15
<b>234-253-819.00 Total</b>					7,500	1,279.73	8,780		
234-400-423.00	COMMERCIAL FOREST	7/14/2015	69586			1,279.73		Raise Revenue and Expenditure	07/14/15
<b>234-400-423.00 Total</b>					7,500	1,279.73	8,780		
249-371-727.00	OFFICE SUPPLIES	12/29/2015	70067			(600.00)		Inter-departmental Transfer	No
<b>249-371-727.00 Total</b>					4,250	(600.00)	3,650		
249-371-730.00	POSTAGE	10/21/2015	69835			300.00		Inter-departmental Transfer	No
249-371-730.00	POSTAGE	12/11/2015	70006			100.00		Inter-departmental Transfer	No
<b>249-371-730.00 Total</b>					900	400.00	1,300		
249-371-747.05	GAS/CONSTRUCTION CODE	8/27/2015	69683			(269.85)		Inter-departmental Transfer	No
249-371-747.05	GAS/CONSTRUCTION CODE	10/21/2015	69835			(250.00)		Inter-departmental Transfer	No
249-371-747.05	GAS/CONSTRUCTION CODE	10/21/2015	69835			(300.00)		Inter-departmental Transfer	No
249-371-747.05	GAS/CONSTRUCTION CODE	12/11/2015	70006			(100.00)		Inter-departmental Transfer	No
<b>249-371-747.05 Total</b>					10,000	(919.85)	9,080		
249-371-810.00	CONTRACTUAL SERVICES	7/14/2015	69588			5,600.00		Raise Revenue and Expenditure	07/14/15
249-371-810.00	CONTRACTUAL SERVICES	8/27/2015	69683			269.85		Inter-departmental Transfer	No
<b>249-371-810.00 Total</b>				Yes	-	5,869.85	5,870		
249-371-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/14/2015	70012			165.00		Inter-departmental Transfer	No
<b>249-371-827.00 Total</b>					1,050	165.00	1,215		
249-371-853.00	CELL PHONE	10/21/2015	69835			250.00		Inter-departmental Transfer	No
<b>249-371-853.00 Total</b>					960	250.00	1,210		
249-371-930.01	VEHICLE REPAIR	12/29/2015	70067			600.00		Inter-departmental Transfer	No
<b>249-371-930.01 Total</b>					4,400	600.00	5,000		
249-371-957.00	EMPLOYEE TRAINING	12/14/2015	70012			(165.00)		Inter-departmental Transfer	No
<b>249-371-957.00 Total</b>					1,125	(165.00)	960		
249-371-999.00	TRANSFER OUT	7/14/2015	69587			9,280.00		Raise Revenue and Expenditure	07/14/15
<b>249-371-999.00 Total</b>				Yes	-	9,280.00	9,280		
249-400-676.00	CONT FROM OTHER FUNDS	7/14/2015	69588			1,120.00		Raise Revenue and Expenditure	07/14/15
<b>249-400-676.00 Total</b>					78,645	1,120.00	79,765		
249-400-699.00	FUND EQUITY	7/14/2015	69587			9,280.00		Raise Revenue and Expenditure	07/14/15
<b>249-400-699.00 Total</b>					(1,180)	9,280.00	8,100		
249-400-699.99	TRANSFER IN	7/14/2015	69588			4,480.00		Raise Revenue and Expenditure	07/14/15
<b>249-400-699.99 Total</b>				Yes	-	4,480.00	4,480		

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GL NUMBER	GL DESCRIPTION	POST DATE	REF #	NEW LINE ITEM OR NEW FUND NOT ORIGINALLY INCLUDED IN THE 2015 BUDGET	AMENDED BUDGET 6/30/2015	CHANGE TO BUDGET INCREASE (DECREASE)	2015 FINAL AMENDED BUDGET	BUDGET ADJUSTMENT DESCRIPTION	DATE PREVIOUSLY APPROVED BY THE BOARD
256-215-712.00	FRINGE	12/31/2015	70105			11.00		Inter-departmental Transfer - Payroll Related	01/12/16
<b>256-215-712.00 Total</b>						11.00	569		
256-215-718.00	FULL TIME	12/31/2015	70105		558	(11.00)		Inter-departmental Transfer - Payroll Related	01/12/16
<b>256-215-718.00 Total</b>					2,733	(11.00)	2,722		
256-215-970.00	CAPITOL OUTLAY	7/8/2015	69560			135.00		Inter-departmental Transfer	No
<b>256-215-970.00 Total</b>					8,488		8,623		
256-215-977.00	OFFICE EQUIP & FURNITURE	10/15/2015	69821			910.00		Inter-departmental Transfer	No
<b>256-215-977.00 Total</b>				Yes	-	910.00	910		
256-215-977.50	COMPUTER-HARD/SOFT/MAINT	7/8/2015	69560			(135.00)		Inter-departmental Transfer	No
256-215-977.50	COMPUTER-HARD/SOFT/MAINT	10/15/2015	69821			(910.00)		Inter-departmental Transfer	No
<b>256-215-977.50 Total</b>					23,221	(1,045.00)	22,176		
260-351-704.05	OVERTIME	12/31/2015	70106			(34.00)		Inter-departmental Transfer - Payroll Related	01/12/16
<b>260-351-704.05 Total</b>					7,306	(34.00)	7,272		
260-351-712.00	FRINGE	12/31/2015	70106			34.00		Inter-departmental Transfer - Payroll Related	01/12/16
<b>260-351-712.00 Total</b>					1,813	34.00	1,847		
267-134-810.00	CONTRACTUAL SERVICES	10/1/2015	69888			20,000.00		Raise Revenue and Expenditure	11/10/15
<b>267-134-810.00 Total</b>				Yes	-	20,000.00	20,000		
267-165-810.00	CONTRACTUAL SERVICES	10/1/2015	69887			66,693.00		Raise Revenue and Expenditure	11/10/15
<b>267-165-810.00 Total</b>					66,961	66,693.00	133,654		
267-165-861.00	TRANSPORTATION	10/1/2015	69887			400.00		Raise Revenue and Expenditure	11/10/15
<b>267-165-861.00 Total</b>					400	400.00	800		
267-165-863.10	TRAVEL/LODGING/MEALS ETC	10/1/2015	69887			295.00		Raise Revenue and Expenditure	11/10/15
<b>267-165-863.10 Total</b>					825	295.00	1,120		
267-400-527.00	BRYNE GRANT	10/1/2015	69887			67,388.00		Raise Revenue and Expenditure	11/10/15
<b>267-400-527.00 Total</b>					68,186	67,388.00	135,574		
267-400-554.00	STATE GRANT	10/1/2015	69888			20,000.00		Raise Revenue and Expenditure	11/10/15
<b>267-400-554.00 Total</b>				Yes	-	20,000.00	20,000		
268-136-810.01	CONSUL/IND PROVIDER	12/7/2015	69999			(200.00)		Inter-departmental Transfer	No
268-136-810.01	CONSUL/IND PROVIDER	12/30/2015	70055			(100.00)		Inter-departmental Transfer	No
<b>268-136-810.01 Total</b>					1,000	(300.00)	700		
268-136-811.20	INCENTIVES/SUPPLIES	10/15/2015	69810			(150.00)		Inter-departmental Transfer	No
268-136-811.20	INCENTIVES/SUPPLIES	11/17/2015	69907			(50.00)		Inter-departmental Transfer	No
268-136-811.20	INCENTIVES/SUPPLIES	12/30/2015	70055			700.00		Inter-departmental Transfer	No
268-136-811.20	INCENTIVES/SUPPLIES	12/30/2015	70055			100.00		Inter-departmental Transfer	No
<b>268-136-811.20 Total</b>					2,000	600.00	2,600		
268-136-957.00	EMPLOYEE TRAINING	12/30/2015	70055			(700.00)		Inter-departmental Transfer	No
<b>268-136-957.00 Total</b>					1,000	(700.00)	300		
268-136-960.03	TETHER/DRUG TESTING FEES	10/15/2015	69810			150.00		Inter-departmental Transfer	No
268-136-960.03	TETHER/DRUG TESTING FEES	11/17/2015	69907			50.00		Inter-departmental Transfer	No
268-136-960.03	TETHER/DRUG TESTING FEES	12/7/2015	69999			200.00		Inter-departmental Transfer	No
<b>268-136-960.03 Total</b>					1,000	400.00	1,400		
269-143-728.00	PRINTED MATTER	12/1/2015	69951			224.49		Inter-departmental Transfer	No
269-143-728.00	PRINTED MATTER	12/23/2015	70045			284.92		Inter-departmental Transfer	No
<b>269-143-728.00 Total</b>					3,257	509.41	3,766		
269-143-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/1/2015	69951			(224.49)		Inter-departmental Transfer	No
269-143-827.00	MEMBERSHIP & SUBSCRIPTIONS	12/23/2015	70045			(284.92)		Inter-departmental Transfer	No
<b>269-143-827.00 Total</b>					8,778	(509.41)	8,269		
276-156-727.00	OFFICE SUPPLIES	8/28/2015	69685			300.00		Inter-departmental Transfer	No
<b>276-156-727.00 Total</b>					1,005	300.00	1,305		
276-156-811.20	INCENTIVES/SUPPLIES	8/28/2015	69686			200.00		Inter-departmental Transfer	No
<b>276-156-811.20 Total</b>					515	200.00	715		
276-156-861.00	TRANSPORTATION	8/28/2015	69687			100.00		Inter-departmental Transfer	No
<b>276-156-861.00 Total</b>					800	100.00	900		
276-156-959.00	MISC	8/28/2015	69685			(300.00)		Inter-departmental Transfer	No
<b>276-156-959.00 Total</b>					923	(300.00)	623		
276-156-977.00	OFFICE EQUIP & FURNITURE	8/28/2015	69686			(200.00)		Inter-departmental Transfer	No
276-156-977.00	OFFICE EQUIP & FURNITURE	8/28/2015	69687			(100.00)		Inter-departmental Transfer	No
<b>276-156-977.00 Total</b>					400	(300.00)	100		
276-165-712.00	FRINGE	10/1/2015	69890			16,785.00		Raise Revenue and Expenditure	11/10/15
276-165-712.00	FRINGE	10/1/2015	69947			(16,785.00)		Voided - See Above - Wrong GL Account	N/A
276-165-712.00	FRINGE	10/1/2015	69948			16,785.00		Raise Revenue and Expenditure	11/10/15
<b>276-165-712.00 Total</b>				Yes	-	16,785.00	16,785		
276-165-718.00	FULL TIME	10/1/2015	69890			15,930.00		Raise Revenue and Expenditure	11/10/15
276-165-718.00	FULL TIME	10/1/2015	69947			(15,930.00)		Voided - See Above - Wrong GL Account	N/A
276-165-718.00	FULL TIME	10/1/2015	69948			15,930.00		Raise Revenue and Expenditure	11/10/15
<b>276-165-718.00 Total</b>				Yes	-	15,930.00	15,930		
276-165-719.00	PART TIME	10/1/2015	69890			13,280.00		Raise Revenue and Expenditure	11/10/15
276-165-719.00	PART TIME	10/1/2015	69947			(13,280.00)		Voided - See Above - Wrong GL Account	N/A
276-165-719.00	PART TIME	10/1/2015	69948			13,280.00		Raise Revenue and Expenditure	11/10/15
<b>276-165-719.00 Total</b>				Yes	-	13,280.00	13,280		
276-165-810.36	CONTRACTOR/CONSULTANTS	10/1/2015	69890			25,005.00		Raise Revenue and Expenditure	11/10/15
276-165-810.36	CONTRACTOR/CONSULTANTS	10/1/2015	69947			(25,005.00)		Voided - See Above - Wrong GL Account	N/A
276-165-810.36	CONTRACTOR/CONSULTANTS	10/1/2015	69948			25,005.00		Raise Revenue and Expenditure	11/10/15
<b>276-165-810.36 Total</b>				Yes	-	25,005.00	25,005		
276-165-810.40	CONTRACT/CHEB SCHOOLS	10/1/2015	69890			9,000.00		Raise Revenue and Expenditure	11/10/15
276-165-810.40	CONTRACT/CHEB SCHOOLS	10/1/2015	69947			(9,000.00)		Voided - See Above - Wrong GL Account	N/A
276-165-810.40	CONTRACT/CHEB SCHOOLS	10/1/2015	69948			9,000.00		Raise Revenue and Expenditure	11/10/15
<b>276-165-810.40 Total</b>				Yes	-	9,000.00	9,000		
276-400-525.25	SAYPA GRANT	10/1/2015	69890			80,000.00		Raise Revenue and Expenditure	11/10/15
276-400-525.25	SAYPA GRANT	10/1/2015	69947			(80,000.00)		Voided - See Above - Wrong GL Account	N/A
<b>276-400-525.25 Total</b>				Yes	-	0.00	-		

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276-400-527.00	BRYNE GRANT	10/1/2015	69948			80,000.00	80,000.00	Raise Revenue and Expenditure	11/10/15
<b>276-400-527.00 Total</b>				Yes	-	80,000.00	80,000		
277-253-828.00	PROFESSIONAL SERVICES	8/28/2015	69688			1,500.00	1,500.00	Inter-departmental Transfer	No
<b>277-253-828.00 Total</b>				Yes	-	1,500.00	1,500		
277-253-970.00	CAPITOL OUTLAY	8/28/2015	69688			(1,500.00)		Inter-departmental Transfer	No
277-253-970.00	CAPITOL OUTLAY	12/8/2015	69993			5,087.00		Raise Revenue and Expenditure	12/08/15
277-253-970.00	CAPITOL OUTLAY	12/31/2015	70112			2,953.12		Raise Revenue and Expenditure	01/12/16
<b>277-253-970.00 Total</b>					52,596	6,540.12	59,136		
277-400-696.00	INSURANCE PROCEEDS	12/31/2015	70112			1,953.12		Raise Revenue and Expenditure	01/12/16
<b>277-400-696.00 Total</b>				Yes	-	1,953.12	1,953		
277-400-699.00	FUND EQUITY	12/8/2015	69993			5,087.00		Raise Revenue and Expenditure	12/08/15
277-400-699.00	FUND EQUITY	12/31/2015	70112			1,000.00		Raise Revenue and Expenditure	01/12/16
<b>277-400-699.00 Total</b>					32,743	6,087.00	38,830		
281-822-703.55	ADMINISTRATION REIMB	12/8/2015	69978			(73.35)		Inter-departmental Transfer	No
<b>281-822-703.55 Total</b>					3,034	(73.35)	2,961		
281-822-810.22	CONTRACTORS	7/22/2015	69607			(14.00)		Inter-departmental Transfer	No
281-822-810.22	CONTRACTORS	7/22/2015	69608			(110.00)		Inter-departmental Transfer	No
<b>281-822-810.22 Total</b>					18,190	(124.00)	18,066		
281-822-900.00	ADVERTISING	12/8/2015	69978			73.35		Inter-departmental Transfer	No
<b>281-822-900.00 Total</b>				Yes	-	73.35	73		
281-822-901.05	REGISTER/DISCHARGE MORTGAGE	7/22/2015	69607			14.00		Inter-departmental Transfer	No
<b>281-822-901.05 Total</b>				Yes	-	14.00	14		
281-822-957.00	EMPLOYEE TRAINING	7/22/2015	69608			110.00		Inter-departmental Transfer	No
<b>281-822-957.00 Total</b>				Yes	-	110.00	110		
283-400-676.10	PROGRAM INCOME CONTRIBUTION	10/13/2015	69806			1,885.00		Raise Revenue and Expenditure	10/13/15
<b>283-400-676.10 Total</b>					11,000	1,885.00	12,885		
283-723-703.55	ADMINISTRATION REIMB	10/13/2015	69806			340.00		Raise Revenue and Expenditure	10/13/15
<b>283-723-703.55 Total</b>					11,312	340.00	11,652		
283-723-810.22	CONTRACTORS	10/13/2015	69806			1,545.00		Raise Revenue and Expenditure	10/13/15
<b>283-723-810.22 Total</b>					40,695	1,545.00	42,240		
283-823-810.22	CONTRACTORS	8/27/2015	69684			(37.00)		Inter-departmental Transfer	No
283-823-810.22	CONTRACTORS	9/11/2015	69726			(37.00)		Inter-departmental Transfer	No
<b>283-823-810.22 Total</b>					132,493	(74.00)	132,419		
283-823-901.05	REGISTER/DISCHARGE MORTGAGE	8/27/2015	69684			37.00		Inter-departmental Transfer	No
283-823-901.05	REGISTER/DISCHARGE MORTGAGE	9/11/2015	69726			37.00		Inter-departmental Transfer	No
<b>283-823-901.05 Total</b>					14	74.00	88		
286-253-955.00	CONTRIB TO OTHER FUNDS	9/8/2015	69723			218.00		Raise Revenue and Expenditure	09/08/15
<b>286-253-955.00 Total</b>					420,541	218.00	420,759		
286-400-665.00	INTEREST EARNED	9/8/2015	69723			128.00		Raise Revenue and Expenditure	09/08/15
<b>286-400-665.00 Total</b>				Yes	-	128.00	128		
286-400-699.00	FUND EQUITY	9/8/2015	69723			90.00		Raise Revenue and Expenditure	09/08/15
<b>286-400-699.00 Total</b>					420,541	90.00	420,631		
292-148-700.05	FOSTER CARE/PER DIEM	7/13/2015	69564			10,000.00		Inter-departmental Transfer	No
292-148-700.05	FOSTER CARE/PER DIEM	7/23/2015	69615			10,000.00		Inter-departmental Transfer	No
292-148-700.05	FOSTER CARE/PER DIEM	8/27/2015	69673			5,000.00		Inter-departmental Transfer	No
<b>292-148-700.05 Total</b>					32,000	25,000.00	57,000		
292-148-700.32	A.D.C.F. PAYMENTS	12/14/2015	70038			9,000.00		Inter-departmental Transfer	No
<b>292-148-700.32 Total</b>					8,500	9,000.00	17,500		
292-148-702.05	INSTITUTIONAL/PER DIEM	12/14/2015	70038			(9,000.00)		Inter-departmental Transfer	No
<b>292-148-702.05 Total</b>					15,000	(9,000.00)	6,000		
292-148-821.71	OTHER CNTY INSTITUTIONAL - CARE PAYMENTS	7/13/2015	69564			(10,000.00)		Inter-departmental Transfer	No
292-148-821.71	OTHER CNTY INSTITUTIONAL - CARE PAYMENTS	7/23/2015	69615			(10,000.00)		Inter-departmental Transfer	No
292-148-821.71	OTHER CNTY INSTITUTIONAL - CARE PAYMENTS	8/27/2015	69673			(5,000.00)		Inter-departmental Transfer	No
<b>292-148-821.71 Total</b>					49,000	(25,000.00)	24,000		
292-150-712.00	FRINGE	10/13/2015	69807			1,142.00		Raise Revenue and Expenditure	10/13/15
<b>292-150-712.00 Total</b>					67,061	1,142.00	68,203		
292-161-810.00	CONTRACTUAL SERVICES	11/30/2015	69950			100.00		Inter-departmental Transfer	No
292-161-810.00	CONTRACTUAL SERVICES	11/30/2015	69952			1,000.00		Inter-departmental Transfer	No
<b>292-161-810.00 Total</b>					1,000	1,100.00	2,100		
292-161-810.01	CONSUL/IND PROVIDER	11/30/2015	69950			(100.00)		Inter-departmental Transfer	No
292-161-810.01	CONSUL/IND PROVIDER	11/30/2015	69952			(1,000.00)		Inter-departmental Transfer	No
<b>292-161-810.01 Total</b>					7,750	(1,100.00)	6,650		
292-400-676.00	CONT FROM OTHER FUNDS	10/13/2015	69807			571.00		Raise Revenue and Expenditure	10/13/15
<b>292-400-676.00 Total</b>					452,398	571.00	452,969		
292-400-676.09	STATE REVENUE MONTHLY OFFSET	10/13/2015	69807			571.00		Raise Revenue and Expenditure	10/13/15
<b>292-400-676.09 Total</b>					152,041	571.00	152,612		
292-670-821.01	DIR. SUP. DHS - FOSTER CARE PAYMENTS	8/11/2015	69637			20,000.00		Inter-departmental Transfer - Greater than \$10,000	08/11/15
292-670-821.01	DIR. SUP. DHS - FOSTER CARE PAYMENTS	11/30/2015	70003			10,000.00		Inter-departmental Transfer	No
<b>292-670-821.01 Total</b>					25,000	30,000.00	55,000		
292-670-821.12	FAM. CARE PRIVATE- NONSCHEDULED PAYMENTS	8/28/2015	69689			500.00		Inter-departmental Transfer	No
<b>292-670-821.12 Total</b>					500	500.00	1,000		
292-670-821.21	INSTITUTIONAL - FOSTER CARE PAYMENTS	8/11/2015	69637			(20,000.00)		Inter-departmental Transfer - Greater than \$10,000	08/11/15
292-670-821.21	INSTITUTIONAL - FOSTER CARE PAYMENTS	8/28/2015	69689			(500.00)		Inter-departmental Transfer	No
292-670-821.21	INSTITUTIONAL - FOSTER CARE PAYMENTS	11/30/2015	70003			(10,000.00)		Inter-departmental Transfer	No
<b>292-670-821.21 Total</b>					146,000	(30,500.00)	115,500		
401-136-828.00	PROFESSIONAL SERVICES	8/28/2015	69690			1,000.00		Inter-departmental Transfer	No
<b>401-136-828.00 Total</b>				Yes	-	1,000.00	1,000		
401-136-971.00	CAPITAL OUTLAY	8/28/2015	69690			(1,000.00)		Inter-departmental Transfer	No
<b>401-136-971.00 Total</b>					215,000	(1,000.00)	214,000		
430-430-828.00	PROFESSIONAL SERVICES	8/28/2015	69691			5,000.00		Inter-departmental Transfer	No
<b>430-430-828.00 Total</b>					4,000	5,000.00	9,000		

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430-430-900.00	ADVERTISING	8/28/2015	69691			500.00		Inter-departmental Transfer	No
<b>430-430-900.00 Total</b>				Yes	-	500.00	500		
430-430-970.00	CAPITOL OUTLAY	8/28/2015	69691			(5,000.00)		Inter-departmental Transfer	No
430-430-970.00	CAPITOL OUTLAY	8/28/2015	69691			(500.00)		Inter-departmental Transfer	No
<b>430-430-970.00 Total</b>					396,000	(5,500.00)	390,500		
509-400-699.00	FUND EQUITY	7/14/2015	69589			5,400.00		Raise Revenue and Expenditure	07/14/15
509-400-699.00	FUND EQUITY	9/8/2015	69724			6,027.00		Raise Revenue and Expenditure	09/08/15
<b>509-400-699.00 Total</b>					76,514	11,427.00	87,941		
509-752-712.00	FRINGE	9/8/2015	69724			848.00		Raise Revenue and Expenditure	09/08/15
<b>509-752-712.00 Total</b>					16,515	848.00	17,363		
509-752-720.00	SEASONAL	9/8/2015	69724			5,179.00		Raise Revenue and Expenditure	09/08/15
<b>509-752-720.00 Total</b>					28,416	5,179.00	33,595		
509-752-727.00	OFFICE SUPPLIES	7/8/2015	69559			200.00		Inter-departmental Transfer	No
509-752-727.00	OFFICE SUPPLIES	7/8/2015	69559			400.00		Inter-departmental Transfer	No
<b>509-752-727.00 Total</b>					500	600.00	1,100		
509-752-744.00	OTHER SUPPLIES	7/8/2015	69559			(200.00)		Inter-departmental Transfer	No
509-752-744.00	OTHER SUPPLIES	7/31/2015	69616			300.00		Inter-departmental Transfer	No
509-752-744.00	OTHER SUPPLIES	7/31/2015	69654			400.00		Inter-departmental Transfer	No
509-752-744.00	OTHER SUPPLIES	7/31/2015	69654			400.00		Inter-departmental Transfer	No
509-752-744.00	OTHER SUPPLIES	10/21/2015	69834			49.49		Inter-departmental Transfer	No
<b>509-752-744.00 Total</b>					1,000	945.49	1,949		
509-752-747.10	FUEL/OIL	8/28/2015	69700			100.00		Inter-departmental Transfer	No
509-752-747.10	FUEL/OIL	10/30/2015	69855			(21.27)		Inter-departmental Transfer	No
<b>509-752-747.10 Total</b>					300	78.73	379		
509-752-799.00	GENERAL MERCHANDISE PURCHASE	7/8/2015	69559			(400.00)		Inter-departmental Transfer	No
509-752-799.00	GENERAL MERCHANDISE PURCHASE	7/31/2015	69654			(400.00)		Inter-departmental Transfer	No
509-752-799.00	GENERAL MERCHANDISE PURCHASE	9/30/2015	69782			419.48		Inter-departmental Transfer	No
<b>509-752-799.00 Total</b>					1,400	(380.52)	1,019		
509-752-799.01	GASOLINE/FUEL PURCHASE	10/30/2015	69855			(1,500.00)		Inter-departmental Transfer	No
509-752-799.01	GASOLINE/FUEL PURCHASE	10/30/2015	69855			(596.00)		Inter-departmental Transfer	No
509-752-799.01	GASOLINE/FUEL PURCHASE	11/17/2015	69908			(1,000.00)		Inter-departmental Transfer	No
509-752-799.01	GASOLINE/FUEL PURCHASE	12/22/2015	70046			(1,000.00)		Inter-departmental Transfer	No
<b>509-752-799.01 Total</b>					329,594	(4,096.00)	325,498		
509-752-799.02	OIL PURCHASE	8/28/2015	69736			79.66		Inter-departmental Transfer	No
<b>509-752-799.02 Total</b>					75	79.66	155		
509-752-827.00	MEMBERSHIP & SUBSCRIPTIONS	9/30/2015	69782			(50.00)		Inter-departmental Transfer	No
<b>509-752-827.00 Total</b>					300	(50.00)	250		
509-752-852.00	TELEPHONE	12/22/2015	70046			1,000.00		Inter-departmental Transfer	No
<b>509-752-852.00 Total</b>					2,500	1,000.00	3,500		
509-752-863.10	TRAVEL/LODGING/MEALS ETC	7/31/2015	69616			(300.00)		Inter-departmental Transfer	No
509-752-863.10	TRAVEL/LODGING/MEALS ETC	8/28/2015	69700			300.00		Inter-departmental Transfer	No
509-752-863.10	TRAVEL/LODGING/MEALS ETC	10/30/2015	69855			21.27		Inter-departmental Transfer	No
<b>509-752-863.10 Total</b>					1,500	21.27	1,521		
509-752-872.00	LICENSING FEES	9/30/2015	69782			(7.00)		Inter-departmental Transfer	No
<b>509-752-872.00 Total</b>					307	(7.00)	300		
509-752-900.00	ADVERTISING	10/21/2015	69834			(190.00)		Inter-departmental Transfer	No
<b>509-752-900.00 Total</b>					2,000	(190.00)	1,810		
509-752-920.00	UTILITIES	10/21/2015	69834			216.01		Inter-departmental Transfer	No
509-752-920.00	UTILITIES	10/21/2015	69834			190.00		Inter-departmental Transfer	No
509-752-920.00	UTILITIES	10/30/2015	69855			1,500.00		Inter-departmental Transfer	No
509-752-920.00	UTILITIES	11/17/2015	69908			1,000.00		Inter-departmental Transfer	No
<b>509-752-920.00 Total</b>					12,000	2,906.01	14,906		
509-752-934.00	BLDG REPAIRS & MAINT	9/30/2015	69782			(360.35)		Inter-departmental Transfer	No
509-752-934.00	BLDG REPAIRS & MAINT	9/30/2015	69782			(419.48)		Inter-departmental Transfer	No
509-752-934.00	BLDG REPAIRS & MAINT	12/23/2015	70047			(167.00)		Inter-departmental Transfer	No
<b>509-752-934.00 Total</b>					2,000	(946.83)	1,053		
509-752-935.00	EQUIPMENT REPAIRS	8/11/2015	69651			(560.00)		Inter-departmental Transfer	No
509-752-935.00	EQUIPMENT REPAIRS	10/21/2015	69834			(49.49)		Inter-departmental Transfer	No
509-752-935.00	EQUIPMENT REPAIRS	10/21/2015	69834			(216.01)		Inter-departmental Transfer	No
<b>509-752-935.00 Total</b>					1,000	(825.50)	175		
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	7/14/2015	69589			5,400.00		Raise Revenue and Expenditure	07/14/15
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	8/28/2015	69700			(100.00)		Inter-departmental Transfer	No
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	8/28/2015	69700			(300.00)		Inter-departmental Transfer	No
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	9/30/2015	69782			50.00		Inter-departmental Transfer	No
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	9/30/2015	69782			7.00		Inter-departmental Transfer	No
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	9/30/2015	69782			346.14		Inter-departmental Transfer	No
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	9/30/2015	69782			200.00		Inter-departmental Transfer	No
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	9/30/2015	69782			360.35		Inter-departmental Transfer	No
509-752-938.00	REPAIRS AND MAINTENANCE - DOCKS	10/30/2015	69855			596.00		Inter-departmental Transfer	No
<b>509-752-938.00 Total</b>					2,000	6,559.49	8,559		
509-752-949.00	EQUIP RENTAL	7/31/2015	69654			(400.00)		Inter-departmental Transfer	No
509-752-949.00	EQUIP RENTAL	8/11/2015	69651			560.00		Inter-departmental Transfer	No
509-752-949.00	EQUIP RENTAL	8/28/2015	69736			(79.66)		Inter-departmental Transfer	No
509-752-949.00	EQUIP RENTAL	9/30/2015	69782			(346.14)		Inter-departmental Transfer	No
509-752-949.00	EQUIP RENTAL	12/23/2015	70047			167.00		Inter-departmental Transfer	No
<b>509-752-949.00 Total</b>					1,100	(98.80)	1,001		
509-752-957.00	EMPLOYEE TRAINING	9/30/2015	69782			(200.00)		Inter-departmental Transfer	No
<b>509-752-957.00 Total</b>					200	(200.00)	-		
561-556-712.00	FRINGE	11/10/2015	69886			407.00		Inter-departmental Transfer - Payroll Related	11/10/15
<b>561-556-712.00 Total</b>					3,651	407.00	4,058		

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561-556-720.00	SEASONAL	11/10/2015	69886			(407.00)		Inter-departmental Transfer - Payroll Related	11/10/15
<b>561-556-720.00 Total</b>					14,760	(407.00)	14,353		
561-556-724.07	FREE ENTERTAINMENT/CONCERT EXPENSES	12/30/2015	70071			(540.00)		Inter-departmental Transfer	No
<b>561-556-724.07 Total</b>					8,000	(540.00)	7,460		
561-556-725.18	50/50 PAYOUT/EXPENSES	8/18/2015	69666			640.00		Inter-departmental Transfer	No
561-556-725.18	50/50 PAYOUT/EXPENSES	12/30/2015	70071			540.00		Inter-departmental Transfer	No
<b>561-556-725.18 Total</b>					2,500	1,180.00	3,680		
561-556-727.00	OFFICE SUPPLIES	7/28/2015	69699			(63.00)		Inter-departmental Transfer	No
561-556-727.00	OFFICE SUPPLIES	11/2/2015	69860			(30.00)		Inter-departmental Transfer	No
<b>561-556-727.00 Total</b>					1,300	(93.00)	1,207		
561-556-810.99	FAIR EVENTS	7/23/2015	69609			(1,500.00)		Inter-departmental Transfer	No
561-556-810.99	FAIR EVENTS	8/18/2015	69666			(640.00)		Inter-departmental Transfer	No
561-556-810.99	FAIR EVENTS	8/18/2015	69666			(75.00)		Inter-departmental Transfer	No
<b>561-556-810.99 Total</b>					28,530	(2,215.00)	26,315		
561-556-872.00	LICENSING FEES	7/28/2015	69699			63.00		Inter-departmental Transfer	No
561-556-872.00	LICENSING FEES	11/2/2015	69860			30.00		Inter-departmental Transfer	No
<b>561-556-872.00 Total</b>					350	93.00	443		
561-556-930.00	GROUPS MAINT/EQUIP	7/23/2015	69609			1,500.00		Inter-departmental Transfer	No
561-556-930.00	GROUPS MAINT/EQUIP	12/21/2015	70035			600.00		Inter-departmental Transfer	No
<b>561-556-930.00 Total</b>					1,000	2,100.00	3,100		
561-556-935.00	EQUIPMENT REPAIRS	12/21/2015	70035			(600.00)		Inter-departmental Transfer	No
<b>561-556-935.00 Total</b>					1,200	(600.00)	600		
561-556-959.04	PAID GENERAL REFUNDS	8/18/2015	69666			75.00		Inter-departmental Transfer	No
<b>561-556-959.04 Total</b>					200	75.00	275		
588-400-504.01	FEDERAL OPERATING REV 5311	8/11/2015	69645			626.23		Raise Revenue and Expenditure	08/11/15
<b>588-400-504.01 Total</b>					141,239	626.23	141,866		
588-400-550.10	STATE OF MI REIMBURSEMENT	8/11/2015	69645			1,230.11		Raise Revenue and Expenditure	08/11/15
<b>588-400-550.10 Total</b>					321,880	1,230.11	323,110		
588-400-581.00	REV FROM OTHER COUNTIES	8/11/2015	69645			402.34		Raise Revenue and Expenditure	08/11/15
<b>588-400-581.00 Total</b>					15,867	402.34	16,269		
588-400-676.08	CONTR FROM OTHER FUNDS	8/11/2015	69645			2,112.32		Raise Revenue and Expenditure	08/11/15
<b>588-400-676.08 Total</b>					83,302	2,112.32	85,414		
588-599-704.05	OVERTIME	12/31/2015	70107			31.00		Inter-departmental Transfer - Payroll Related	01/12/16
<b>588-599-704.05 Total</b>					3,152	31.00	3,183		
588-599-712.00	FRINGE	8/11/2015	69645			607.00		Raise Revenue and Expenditure	08/11/15
<b>588-599-712.00 Total</b>					188,713	607.00	189,320		
588-599-718.01	OPERATORS	12/8/2015	69980			(1,100.00)		Inter-departmental Transfer - Payroll Related	12/08/15
588-599-718.01	OPERATORS	12/8/2015	69980			(200.00)		Inter-departmental Transfer - Payroll Related	12/08/15
588-599-718.01	OPERATORS	12/8/2015	69980			(500.00)		Inter-departmental Transfer - Payroll Related	12/08/15
588-599-718.01	OPERATORS	12/8/2015	69980			(14,000.00)		Inter-departmental Transfer - Payroll Related	12/08/15
588-599-718.01	OPERATORS	12/31/2015	70107			(31.00)		Inter-departmental Transfer - Payroll Related	01/12/16
<b>588-599-718.01 Total</b>					166,224	(15,831.00)	150,393		
588-599-718.02	OTHER ADMINISTRATIVE	12/8/2015	69980			500.00		Inter-departmental Transfer - Payroll Related	12/08/15
<b>588-599-718.02 Total</b>					30,729	500.00	31,229		
588-599-718.03	DISPATCHERS	12/8/2015	69980			200.00		Inter-departmental Transfer - Payroll Related	12/08/15
<b>588-599-718.03 Total</b>					16,683	200.00	16,883		
588-599-719.01	OPERATORS	8/11/2015	69645			3,764.00		Raise Revenue and Expenditure	08/11/15
588-599-719.01	OPERATORS	12/8/2015	69980			14,000.00		Inter-departmental Transfer - Payroll Related	12/08/15
<b>588-599-719.01 Total</b>					103,796	17,764.00	121,560		
588-599-719.03	DISPATCHERS	12/8/2015	69980			1,100.00		Inter-departmental Transfer - Payroll Related	12/08/15
<b>588-599-719.03 Total</b>					10,576	1,100.00	11,676		
588-599-730.00	POSTAGE	11/9/2015	69883			25.00		Inter-departmental Transfer	No
<b>588-599-730.00 Total</b>					130	25.00	155		
588-599-744.00	OTHER SUPPLIES	12/21/2015	70039			268.35		Inter-departmental Transfer	No
<b>588-599-744.00 Total</b>						268.35	268		
588-599-747.10	FUEL/OIL	8/31/2015	69704	Yes	-	(500.00)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	9/16/2015	69741			(157.00)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	10/8/2015	69795			(37.00)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	10/13/2015	69840			(160.00)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	11/9/2015	69883			(25.00)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	12/2/2015	69954			(280.00)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	12/4/2015	69962			(159.98)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	12/15/2015	70016			(515.00)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	12/21/2015	70039			(268.35)		Inter-departmental Transfer	No
588-599-747.10	FUEL/OIL	12/30/2015	70054			(1,043.00)		Inter-departmental Transfer	No
<b>588-599-747.10 Total</b>					131,854	(3,145.33)	128,708		
588-599-827.00	MEMBERSHIP & SUBSCRIPTIONS	10/8/2015	69795			37.00		Inter-departmental Transfer	No
<b>588-599-827.00 Total</b>					850	37.00	887		
588-599-852.00	TELEPHONE	12/15/2015	70016			515.00		Inter-departmental Transfer	No
<b>588-599-852.00 Total</b>					2,300	515.00	2,815		
588-599-900.00	ADVERTISING	8/31/2015	69704			500.00		Inter-departmental Transfer	No
588-599-900.00	ADVERTISING	9/16/2015	69741			157.00		Inter-departmental Transfer	No
588-599-900.00	ADVERTISING	10/13/2015	69840			160.00		Inter-departmental Transfer	No
588-599-900.00	ADVERTISING	12/2/2015	69954			280.00		Inter-departmental Transfer	No
588-599-900.00	ADVERTISING	12/4/2015	69962			159.98		Inter-departmental Transfer	No
<b>588-599-900.00 Total</b>					1,250	1,256.98	2,507		
588-599-936.00	VEHICLE REPAIRS & MAINT	12/30/2015	70054			1,043.00		Inter-departmental Transfer	No
<b>588-599-936.00 Total</b>					62,000	1,043.00	63,043		
595-351-727.03	INMATE SUPPLIES	12/8/2015	69994			12,000.00		Raise Revenue and Expenditure	12/08/15
595-351-727.03	INMATE SUPPLIES	12/31/2015	70113			3,865.00		Raise Revenue and Expenditure	01/12/16
<b>595-351-727.03 Total</b>					92,575	15,865.00	108,440		

SUMMARIZATION OF ALL BUDGET ADJUSTMENTS POSTED  
FROM JULY 1, 2015 THROUGH DECEMBER 31, 2015

GL NUMBER	GL DESCRIPTION	POST DATE	REF #	NEW LINE ITEM OR NEW FUND NOT ORIGINALLY INCLUDED IN THE 2015 BUDGET	AMENDED BUDGET 6/30/2015	CHANGE TO BUDGET INCREASE (DECREASE)	2015 FINAL AMENDED BUDGET	BUDGET ADJUSTMENT DESCRIPTION	DATE PREVIOUSLY APPROVED BY THE BOARD
595-400-626.00	JAIL COMMISSARY FUND	12/8/2015	69994			12,000.00		Raise Revenue and Expenditure	12/08/15
595-400-626.00	JAIL COMMISSARY FUND	12/31/2015	70113			3,865.00		Raise Revenue and Expenditure	01/12/16
<b>595-400-626.00 Total</b>					96,000	15,865.00	111,865		

# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** Board Appointments & Procedures Committee Recommendations

**Summary:** The Board Appointments & Procedures Committee met on January 29, 2016.

**Financial Impact:** N/A

**Recommendation:**

**Motion** to accept the recommendation of the Board Appointments & Procedures Committee

- and reappoint William Thompson and Bobbie Christensen to the County Zoning Board of Appeals for two year terms expiring December 13, 2017.
- to approve the appointment of Paul Megge to fill the vacancy on the Waterways Commission if and when the vacancy becomes official.

**Prepared by:** Mary Ellen Tryban

**Department:** County Clerk/Register



# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title: 2017 MDOT Annual Application**

**Summary:**

The Bureau of Passenger Transportation requires an annual application. All information is submitted electronically through the Passenger Transportation Management System (PTMS) created by the Michigan Department of Transportation. We also prepare a hard copy for the appropriate signatures for a required paper file. This is a summary of the annual application. Enclosed is the general information requested by MDOT.

1. **Contract Clauses**, Effective January 01, 2013 we no longer are required to use contract clauses in the annual application as they are covered in the Five year master plan contract.
2. **State Certifications and Assurances**, This form certifies and assures the state that we have the necessary operational lifts on our buses, we have proof of insurance, we published a Public notice in the local paper, and we have a coordination plan.
3. **ADA Certification/Vehicle Accessibility Plan Update**, The Americans with Disabilities Act requires that transit agencies that provide demand response services to individuals with disabilities, including persons 65 years of age or older and users of wheelchairs, must provide service equivalent to the level and quality of service offered to individuals without disabilities. Demand response service is service available to the general public.
4. **Title VI/Equal Employment Opportunity Compliance Application**, This form is required to indicate to the state that our agency is in compliance with Title VI/ EEO requirements, including any speech barriers for our geographic area identified in 2010 census.
5. **FTA Certifications and Assurances**, All agencies applying for FTA Sections 5310/5339/5311 assistance have to complete this form and turn in.
6. **Public Notice Requirements**, It's required that the application be made available to the public for review or comment for a 30 day period as advertised in the local newspaper.
7. **Coordination Plan**, All agencies applying for local bus Operating Assistance must submit a coordination plan that has been reviewed and commented on by or local LAC committee. Basically we describe efforts for coordinating transit services with other agencies in our area to meet this requirement.
8. **Resolution of Intent**, A local public transportation applicant is required to annually enact a resolution of intent to participate in the comprehensive transportation fund.
9. This is a standard boiler plate agreement which has been reviewed by civil counsel which has no wording changes.

**Financial Impact:**

Estimated State Funds \$322,365 Federal Funds \$166,402 and \$412,701 in contracts, fare box and local funds totaling \$ 901468 operating. Additionally requesting \$ 1,289,000 in Capital funds for 11 new buses.

**Recommendation:** Approve and Authorize Chairperson to sign documentation for 2017 Annual Application as reviewed by Civil Counsel

**Prepared by:**  
**Mike Couture**  
**Transportation Director**

**Department: Straits Regional Ride**

**Straits Regional Ride**

**1520 Levering Road  
Cheboygan, MI 49721**

**(231) 597-9262**

**Nonurban County**

**Regular Service**

**Annual Budgeted**

**2017**

**Operating Revenue: \$70,000**

**Total Eligible Expenses: \$901,468**

**Local Share: \$412,701**

**Comments: 1.5% over last year**

**Straits Regional Ride  
Nonurban County  
Regular Service  
Annual Budgeted  
2017**

**Revenue Schedule Report**

Code	Description	Amount
<b>401 :</b>	<b>Farebox Revenue</b>	
40100	Passenger Fares (-)	\$70,000
<b>409 :</b>	<b>Local Revenue</b>	
40910	Local Operating Assistance (-)	\$119,662
40950	Local Service Contract/Local Source (-)	\$223,039
<b>411 :</b>	<b>State Formula and Contracts</b>	
41101	State Operating Assistance (-)	\$322,365
<b>413 :</b>	<b>Federal Contracts</b>	
41301	Section 5311 Operating (-)	\$166,402

**Total Revenues: \$901,468**

**Straits Regional Ride  
Nonurban County  
Regular Service  
Annual Budgeted  
2017**

**Expense Schedule Report**

<b>Code</b>	<b>Description</b>	<b>Amount</b>
<b>501 :</b>	<b>Labor</b>	
50101	Operators Salaries & Wages (-5% 2016 5% 2017)	\$263,499
50102	Other Salaries & Wages (-5% 2016 5% 2017)	\$96,297
50103	Dispatchers' Salaries & Wages (-)	\$31,052
<b>502 :</b>	<b>Fringe Benefits</b>	
50200	Fringe Benefits (-)	\$201,088
<b>503 :</b>	<b>Services</b>	
50302	Advertising Fees (-)	\$1,800
50305	Audit Costs (-)	\$2,000
50399	Other Services (Explain in comment field) (-allocated costs contractual services vec repairs and maintance)	\$129,658
<b>504 :</b>	<b>Materials and Supplies</b>	
50401	Fuel & Lubricants (-)	\$125,000
50402	Tires & Tubes (-)	\$10,500
50404	Major Purchases (Explain in comment field) (-office chairs)	\$250
50499	Other Materials & Supplies (-office supplies postage brocures and computer equipment)	\$4,624
<b>505 :</b>	<b>Utilities</b>	
50500	Utilities (-cell phones and office phones)	\$4,600
<b>506 :</b>	<b>Insurance</b>	
50603	Liability Insurance (-)	\$11,500
<b>509 :</b>	<b>Misc Expenses</b>	

**Straits Regional Ride  
Nonurban County  
Regular Service  
Annual Budgeted  
2017**

**Expense Schedule Report**

<b>Code</b>	<b>Description</b>	<b>Amount</b>
50902	Travel, Meetings & Training (-)	\$700
50903	Association Dues & Subscriptions (-)	\$900
<b>512 :</b>	<b>Operating Leases &amp; Rentals</b>	
51200	Operating Leases & Rentals (-)	\$18,000

**Total Expenses: \$901,468**

**Total Ineligible Expenses: \$0**

**Total Eligible Expenses: \$901,468**



**Straits Regional Ride  
Nonurban County  
Regular Service  
Annual Budgeted  
2017**

**Non Financial Schedule Report**

**Public Service**

<b>Code</b>	<b>Description</b>	<b>Weekday DR</b>	<b>Saturday DR</b>	<b>Sunday DR</b>	<b>Total</b>
610	Vehicle Hours	14,859	0	0	14,859
611	Vehicle Miles	300,000	0	0	300,000
615	Unlinked Passenger Trips - Regular	17,150	0	0	17,150
616	Unlinked Passenger Trips - Elderly	2,100	0	0	2,100
617	Unlinked Passenger Trips - Persons w/Disabilities	22,000	0	0	22,000
618	Unlinked Passenger Trips - Elderly Persons w/Disabilities	4,750	0	0	4,750
622	Total Demand-Response Unlinked Passenger Trips	46,000	0	0	46,000
625	Days Operated	241	0	0	241

**Total Passengers: 46,000**

**Vehicle Information**

<b>Code</b>	<b>Description</b>	<b>Quantity</b>
655	Total Demand-Response Vehicles	12
656	Demand-Response Vehicle w/ Lifts	12
658	Total Transit Vehicles	12

**Total Vehicles: 12**

**Miscellaneous Information**

<b>Code</b>	<b>Description</b>	<b>Quantity DR</b>
660	Diesel/Gasoline Gallons Consumed	35,000
661	Total Transit Agency Employees (Full-Time Equivalents)	13
662	Total Revenue Vehicle Operators (Full-Time Equivalents)	10
802	PDO Accidents w/damage equal to or greater than \$25,000	1

**FY 2017 5333(b) LABOR WARRANTY**

INSTRUCTIONS: Complete and save this form in PTMS

Cheboygan County Board of Commissioners \_\_\_\_\_ is applying for Section 5311, 5311(f),  
*NAME OF APPLICANT (Legal organization name)*  
and/or 5339 funding under Federal Transit Law, as amended, for fiscal year 2017. We will be bound by the provisions of this  
special 5333(b) [former 13(c)] labor warranty for the period of the grant.

Does a union represent the applicant's employees?  Yes  No  
If yes, list union representation below. (Only staff that has duties connected to the transit operation)

Union Names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does agency use a third party transportation provider?  Yes  No  
If Yes, indicate third party transportation provider and their union representation provider or none. (Agency hired by  
the applicant to perform public transportation services)

Third Party: _____	Union names: _____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>

Are there other surface transportation providers in your area? (Note: Do not include school bus transportation  
providers and their unions.)  Yes  No If additional space is needed, please attach a separate sheet in PTMS.  
If yes, indicate other surface transportation providers and their union representation or none. (Providers serving the  
general public, including public agencies, private providers, and/or non profit providers and their unions in your jurisdictional area)

Provider: <u>Chippewa Cab</u>	Union names: _____	None	<input checked="" type="checkbox"/>
<u>Hill Top Taxi</u>	_____	None	<input checked="" type="checkbox"/>
<u>Wolverine Stages</u>	_____	None	<input checked="" type="checkbox"/>
<u>Mackinaw Shuttle</u>	_____	None	<input checked="" type="checkbox"/>
<u>Air Bear Travel</u>	_____	None	<input checked="" type="checkbox"/>
<u>Emmet County Friendship Cente</u>	_____	None	<input checked="" type="checkbox"/>
<u>Cheboygan Counsel on Aging</u>	_____	None	<input checked="" type="checkbox"/>
<u>Presque Isle Counsel on Aging</u>	_____	None	<input checked="" type="checkbox"/>
<u>Oddawa Casino transit</u>	_____	None	<input checked="" type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>
_____	_____	None	<input type="checkbox"/>

TYPED/PRINTED NAME AND TITLE	SIGNATURE OF APPLICANT	DATE
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Michigan Department  
of Transportation  
3076 (10/15)

## FY 2017 CONTRACT CLAUSES CERTIFICATION

INSTRUCTIONS: Complete and save this form in PTMS, and attach a signed copy in PTMS

I acknowledge that I have reviewed a copy of the Contract Clauses dated October 1, 2014. I understand that the nature of the project will determine which requirements of the contract clauses apply and I will comply with all applicable clauses for all FTA-funded contracts for FY 2017.

NAME OF PERSON AUTHORIZED TO SIGN A CONTRACT OR PROJECT AUTHORIZATION

Board Chair of the Cheboygan County Board of Commissioners

LEGAL ORGANIZATION NAME \*

Cheboygan County Board of Commissioners

TITLE OF AUTHORIZED SIGNER

SIGNATURE OF AUTHORIZED SIGNER \*\*

DATE

\* If the organization has a master agreement with MDOT, the organization name must match the name as it appears on the master agreement. Organizations with multiple contracts must submit multiple contract clauses certifications.

\*\* If the organization has a master agreement with MDOT, the signature must be the same as the authorized signer of the master agreement or an individual with legal authority to sign a project authorization for the organization. Your agency can change, add or remove an authorized signer at any time by completing a signature resolution.

## FY 2017 COORDINATION PLAN FOR LOCAL BUS OPERATING ASSISTANCE

INSTRUCTIONS: Complete and save this form in PTMS

All agencies applying for Local Bus Operating Assistance must submit a coordination plan. (If an agency also is applying for Specialized Services Operating Assistance, only the Specialized Services coordination plan is required.)

Organizations must ensure that the level and quality of service will be provided without regard to race, color or national origin and that there is no disparate impact on groups protected by Title VI of the Civil Rights Act of 1964 and related statutes and regulations.

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NAME OF APPLICANT (legal organization name)

Cheboygan County Board of Commissioners

---

### TRANSIT PROVIDER/PURCHASER AND COORDINATION EFFORTS

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List all transit providers/purchasers in your area. Describe efforts for coordinating transit services with each of these agencies, including any purchase of service arrangements, training, maintenance, and dispatching services, etc. Also include a description of the process used to ensure coordination efforts are being pursued (i.e., LAC meetings, public hearings, etc.).

Tender care, Brooke retirement community, SASI, NCCMH, Mi Works in Cheboygan, Emmet and Presque Isle counties. Emmet County Friendship center, CCOA, NEMSCA, DHS in Emmet and Cheboygan County, SAYPA, Petoskey, Cheboygan, Indian River and Wolverine Schools. Rogers City, Onaway and Mackinaw City Schools.

All the above agencies and several others we work with on a daily basis. The bigger users have contracts or use vouchers or are direct billed. The others work directly thru Dispatch to get the transportation they need. Also we have a LAC committee for Community input to address areas of concern from the local community.

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**FUTURE TRANSIT OBJECTIVES**

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Describe your future objectives regarding coordination/consolidation of transit services:

With the three Counties Board of Commissioners not wanting to implement millage we maintain current levels of controllable growth, to fill in areas with the most ridership potential allowing revenue to keep up with expenses. we will continue to make every attempt to consolidate ridership in areas where other funded bus systems operate to further reduce costs. Also continue looking at contracting oppertunites with the progressing FEET initiative with the County of Emmet as there attempting to pressure the Emmet County board of Commissioners to adopt a millage for a County wide bus system.

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## FY 2017 FTA CERTIFICATIONS AND ASSURANCES

INSTRUCTIONS: Complete and save this form in PTMS

This form is required for all agencies applying for FTA funds, except for urban agencies that receive all of their FTA funds directly from FTA. For details, review the current Certification and Assurances for FTA Assistance.

NAME OF APPLICANT (Legal organization name)  
Cheboygan County Board of Commissioners

The Applicant agrees to comply with the applicable requirements of Groups 1-14   
Those requirements that do not apply to you or your project will not be enforced.

<u>Group</u>	<u>Description</u>
01.	Required Certifications and Assurance for Each Applicant.
02.	Lobbying.
03.	Procurement and Procurement Systems.
04.	Private Sector Protection.
05.	Rolling Stock Reviews and Bus Testing.
06.	Demand Responsive Service.
07.	Intelligent Transportation Systems.
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.
10.	Alcohol and Controlled Substances Testing.
11.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).
12.	Seniors/Elderly/Individuals with Disabilities/New Freedom Programs.
13.	Rural/Other Than Urbanized Areas Programs.
14.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).

FTA and MDOT intend that the certifications and assurances the Applicant has selected on this form should apply, as required, to each project for which the Applicant seeks FTA assistance during fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document, and acknowledges that the provisions of the program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et.seq., and implemented by DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance, or submission made to FTA. The criminal fraud provisions of 18 U.S. C. 1001 may apply to any certification, assurance, or submission made in connect with any program administered by FTA.

NAME AND TITLE OF AUTHORIZED OFFICIAL	SIGNATURE OF AUTHORIZED OFFICIAL	DATE
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Michigan Department  
Of Transportation  
3078 (10/15)

**FY 2017 RESOLUTION OF INTENT**

*The approved resolution of intent to apply for state formula operating assistance for  
fiscal year 2017 under Act 51 of the Public Acts of 1951, as amended.*

**INSTRUCTIONS:** Complete and save the form in PTMS, and attach a signed copy in PTMS

**WHEREAS**, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the Cheboygan County Board of Commissioners \_\_\_\_\_, (hereby known as THE APPLICANT) established under \_\_\_\_\_  
*Name of Applicant (legal organization name)*

Act 51 \_\_\_\_\_ to provide a local transportation program for the state fiscal year of 2017 and, therefore, apply for state financial assistance under provisions of Act 51; and

**WHEREAS**, it is necessary for the governing body, to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

**WHEREAS**, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and

**WHEREAS**, the performance indicators have been reviewed and approved by the governing body.

**WHEREAS**, THE APPLICATION, has reviewed and approved the proposed balance (surplus) budget, and funding sources of estimated federal funds \$ 166,402 \_\_\_\_\_, estimated state funds \$ 322,365 \_\_\_\_\_, estimated local funds \$ 342,701 \_\_\_\_\_, estimated fare box \$ 70,000 \_\_\_\_\_, estimated other funds \$ 1,289,000 \_\_\_\_\_, with total estimated expenses of \$ 2,190,468 \_\_\_\_\_

**NOW THEREFORE**, be it resolved that THE APPLICANT hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and

**HEREBY**, appoints Michael Couture \_\_\_\_\_ as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for 2017.

I, Mary Ellen Tryban \_\_\_\_\_, Clerk \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Secretary/Clerk)

**THE APPLICANT**, having custody of the records and proceedings of THE APPLICANT, does hereby certify that I have compared this resolution adopted by THE APPLICANT at the meeting of \_\_\_\_\_, 20\_\_\_\_, with the original minutes now on file and of record in the office and that this resolution is true and correct.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed seal of said \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

SIGNATURE

# FY 2017 STATE CERTIFICATIONS AND ASSURANCES

INSTRUCTION: Complete and save this form in PTMS

**This form is required for all agencies applying for Regular Services, Section 5311 JARC, Section 5310, and/or New Freedom projects.**

NAME OF APPLICANT (legal organization name)  
Clare County Board of Commissioners

THE APPLICANT AGREES TO COMPLY WITH THE APPLICABLE REQUIREMENTS SELECTED BELOW:

- A. This organization has the necessary operational lifts on its vehicles as required by Act 51, [Section 10e(17) and 10e(18)] of the Public Acts of 1951, as amended, and the Americans with Disabilities Act of 1990. The organization also certifies that the lifts are maintained and cycled on a regularly scheduled basis.
- B. This organization has proof of vehicle insurance on file.

The applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in statements submitted herein with this document. The truthfulness and accuracy of this document will enable the applicant to receive state funding.

NAME AND TITLE OF AUTHORIZED OFFICIAL	SIGNATURE OF AUTHORIZED OFFICIAL	DATE

## FY 2017 TITLE VI INFORMATION

INSTRUCTIONS: Complete and save this form in PTMS

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NAME OF APPLICANT (legal organization name)

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**All FTA funds recipients, except for urban agencies that receive all of their FTA funds directly from FTA, must submit the following information that covers the period since your last MDOT application. First-time applicants should submit information for the previous fiscal year.**

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1. List any active lawsuits or complaints naming the applicant that allege discrimination based on race, color or national origin with respect to service or other transit benefits. The list should include: the date lawsuit or complaint was filed; a summary of the allegation, and the status of the lawsuit or complaint, including whether the parties to the lawsuit have entered into a consent decree.

**If none, so state.**

**RESPONSE:**

None

- 
2. Summarize all Title VI compliance review activities conducted with regard to your transportation program, including triennial compliance reviews conducted by FTA and/or MDOT. The summary should include: the purpose or reason for the review; the name of the agency or organization that performed the review; the findings and recommendations of the review; and a report on the status and/or disposition of such finding and recommendations.

**If none, so state.**

**RESPONSE:**

None

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3. When was your last Title VI Program approved by MDOT or FTA?

4. Has your Title VI Coordinator/EEO Officer changed during the reporting period or since your last Title VI Plan was approved?

NO  YES If yes, please provide the name and contact information for the new coordinator/EEO Officer.

5. Has your organization had any projects and/or service change that have Title VI, Limited English Proficiency (LEP), or Environmental Justice (EJ) impacts? Service change includes service expansion/ reduction, route and/or hour changes, etc. If yes, please complete the following items:  NO  YES

a. Provide a brief description of these projects/service changes.

N/A

b. What did you do to ensure that populations affected by the project and/or service change had meaningful access to and involvement in the development process?

N/A

c. What is the number or percentage of LEP or EJ populations affected by the project and/or service change?

N/A

6. During this reporting period, how were your employees educated about Title VI and their responsibility to ensure non-discrimination in any of your programs, services, or activities?

We have had A review of our titleVI program and to comply with this requirement we ensure all employees have this material available to them at all time and are aware how to use it.

## FY 2017 ADA COMPLAINT INFORMATION

INSTRUCTIONS: Complete and save this form in PTMS

*You must retain copies of complaints for at least one year and a summary of all complaints for at least five years.*

---

NAME OF APPLICANT (legal organization name)  
Cheboygan County Board of Commissioners

---

List any active lawsuits or complaints filed within the last year naming the applicant that alleges discrimination based on Title II and III of the Americans with Disabilities Act of 1990 (ADA), which provides that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including access to fixed route bus and complementary paratransit service. Include the status and resolution of any complaints. If none, so state:

**RESPONSE:**

None

Summarize all ADA compliance review activities conducted with regard to your transportation program, including triennial compliance reviews conducted by FTA and/or MDOT. The summary should include the purpose or reason for the review, the name of the agency or organization that performed the review, the findings and recommendations of the review and a report on the status and/or disposition of such findings and recommendations.

If none, so state:

**RESPONSE:**

None

Have any changes been made to your ADA Complaint Policy? If so, please provide an explanation of changes.

**RESPONSE:**

None

# FY 2017 VEHICLE ACCESSIBILITY PLAN UPDATE

INSTRUCTIONS: Complete and save the form in PTMS

**NOTE: To be completed only by agencies providing demand-response (D-R) service with a vehicle(s) obtained with state or federal funds. Report total D-R vehicles used for all programs.**

NAME OF APPLICANT (legal organization name)

Cheboygan County Board of Commissioners

1. TOTAL D-R FLEET ANTICIPATED FOR APPLICATION YEAR  
(including locally funded vehicles) 11

2. TOTAL ANTICIPATED D-R FLEET ACCESSIBLE OR LIFT-EQUIPPED  
(including locally funded vehicles) 11

3. HAS THE AGENCY MADE ANY CHANGES IN VEHICLE INVENTORY DESCRIBED IN NO. 1 AND NO. 2 ABOVE SINCE THE LAST ACCESSIBILITY PLAN UPDATE WAS SUBMITTED?  YES  NO  
(If "yes", explain changes and reasons for those changes below.)

One of our busses was involved in a fire in August, we ordered a new bus to replace this bus but it will not arrive until late May 2016

4. HAS THE AGENCY MADE ANY CHANGES IN THE FOLLOWING SINCE THE LAST ACCESSIBILITY PLAN UPDATE WAS SUBMITTED? (If "yes", please explain changes below.)

A. FARE STRUCTURE  YES  NO

B. SERVICE AREA INFORMATION  YES  NO

C. SERVICE AVAILABILITY INFORMATION  YES  NO

D. SERVICE HOURS/DAYS OF OPERATION  YES  NO

E. LOCAL ADVISORY COUNCIL COMPOSITION  YES  NO

5. HAS THE AGENCY MADE ANY OTHER CHANGES IN ITS VEHICLE ACCESSIBILITY PLAN SINCE THE LAST SUBMISSION OF AN ACCESSIBILITY PLAN OR ANNUAL UPDATE?  YES  NO  
(If "yes" please explain changes and reasons for changes below.)

**NOTE: The Local Advisory Council (LAC) established by the agency must review and be given opportunity to comment on this Accessibility Plan Update prior to submission with the annual application. Please attach minutes of the LAC, signed by the LAC chairperson or an authorized substitute, indicating LAC review of this form. Also attach a copy of the agency's response to the LAC comments.**

6. PLEASE INDICATE THE NUMBER OF TIMES PER YEAR THE AGENCY'S LAC MEETS:

ANNUALLY

QUARTERLY

MONTHLY

OTHER \_\_\_\_\_

**7. LAC MEMBER LIST** (List below the members of your agency LAC. Attach a separate page of additional names if necessary.) The list should reflect the membership in the minutes; if not, explain any discrepancies.

**NOTE:** MDOT Administrative Rule 202 requires that the applicant agency shall establish an LAC composed of a minimum of three members. No LAC member shall be a staff or board member of the applicant agency. The applicant agency shall ensure all of the following: 1) 50% of the LAC membership represents persons who are 65 years of age or older and persons who have disabilities within the service area; 2) the LAC membership includes people who have diverse disabilities and the elderly who are users of public transportation; and 3) the applicant agency has approved at least one member, or 12% of the membership, jointly with the area agency on aging.

<b>1. CHAIRPERSON'S NAME</b> Leo Delnas	AFFILIATION (Name of organization, if any)
--	--

THIS MEMBER REPRESENTS:

<input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
--	--	--

THIS MEMBER IS:

<input checked="" type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A person with disabilities	

<b>2. NAME</b> Katie Moxye	AFFILIATION (Name of organization, if any) North Country mental Health
-------------------------------	---

THIS MEMBER REPRESENTS:

<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input checked="" type="checkbox"/> Neither of these groups
--	---	---

THIS MEMBER IS:

<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input checked="" type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>3. NAME</b> Martha Swartz	AFFILIATION (Name of organization, if any)
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THIS MEMBER REPRESENTS:

<input checked="" type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
---	---	--

THIS MEMBER IS:

<input type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input checked="" type="checkbox"/> A persons with disabilities	

<b>4. NAME</b> Ramona Delnas	AFFILIATION (Name of organization, if any)
---------------------------------	--

THIS MEMBER REPRESENTS:

<input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
--	--	--

THIS MEMBER IS:

<input type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>5. NAME</b> Joyce Wilson	AFFILIATION (Name of organization, if any)
--------------------------------	--

THIS MEMBER REPRESENTS:

<input checked="" type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
---	--	--

THIS MEMBER IS:

<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input checked="" type="checkbox"/> A persons with disabilities	

<b>6. NAME</b> George Christenson	AFFILIATION (Name of organization, if any)
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THIS MEMBER REPRESENTS:

<input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
--	--	--

THIS MEMBER IS:

<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input checked="" type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>7. NAME</b> Pat McGovern	AFFILIATION (Name of organization, if any)
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THIS MEMBER REPRESENTS:

<input type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
--	--	--

THIS MEMBER IS:

<input type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>8. NAME</b> Faye Stockwell	AFFILIATION (Name of organization, if any)
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THIS MEMBER REPRESENTS:		
<input checked="" type="checkbox"/> Persons with Disabilities	<input checked="" type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input checked="" type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input checked="" type="checkbox"/> A persons with disabilities	

<b>9. NAME</b>	AFFILIATION (Name of organization, if any)
----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A person with disabilities	

<b>10. NAME</b>	AFFILIATION (Name of organization, if any)
-----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>11. NAME</b>	AFFILIATION (Name of organization, if any)
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THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>12. NAME</b>	AFFILIATION (Name of organization, if any)
-----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>13. NAME</b>	AFFILIATION (Name of organization, if any)
-----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>14. NAME</b>	AFFILIATION (Name of organization, if any)
-----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

<b>15. NAME</b>	AFFILIATION (Name of organization, if any)
-----------------	--

THIS MEMBER REPRESENTS:		
<input type="checkbox"/> Persons with Disabilities	<input type="checkbox"/> Persons 65 years and older	<input type="checkbox"/> Neither of these groups
THIS MEMBER IS:		
<input type="checkbox"/> Jointly appointed by an area agency on aging	<input type="checkbox"/> A user of public transportation	<input type="checkbox"/> None of these groups
<input type="checkbox"/> Age 65 or older	<input type="checkbox"/> A persons with disabilities	

January 13, 2016

## **Annual L.A.C. Meeting**

### **Attendees:**

Leo Delnas – Board Chair

Katie Moxye – NCCMH

Martha Swartz – Disabled

Ramona Delnas – Senior

Joyce Wilson – Disabled senior

George Christenson- Senior

Pat McGovern – Senior

Faye Stockwell – Disabled Senior

Gail Tinker – CCOA Director

Rachel Bur – CCOA Transportation Coordinator

Angel Manning – SRR Coordinator

Michael Couture – SRR director

### **Absent:**

None

Meeting called to order at 11:00 am, Minutes from January 2015 Lac meeting were reviewed by all with no noted changes. Motion by Pat supported by George to accept the minutes as written, Rachel from CCOA went over her coordination plan and vehicle accessibility plan with the group Rachel turned over the meeting to Mike to cover his Vehicle accessibility plan and coordination plan. Mike told the group that we now have only 11 vehicles's this year until May as we lost one in a fire and all 11 vehicles have lifts. SRR coordinates with many different agencies such as MI works, NCCMH, SAYPA, SASI, DHS, Prison reentry, All School systems in our service area, NEMCOG, Petoskey Club, McLaren Northern MI, Alcona Health Systems, FEET and many others. We are also active in the County of Emmet County bus system imitative looking to be their contractor to provide services in their area.

Rachel brought up the fact that CCOA went from a donation bus ride system to a fee based system. Charging seniors and Disabled passengers a 1.50 one way and 3:00 dollars for a full fare. Mike Told the members that SRR has not changed their fares in many years. Gale made note that since CCOA lost 60,000 dollars in funding this year it was necessary to institute the charges for riders of the bus to and from the CCOA.

Leo brought up that he has heard for several seniors that by adding the fare of 1.50 to and from the center that some seniors feel that they may not be able to afford to come in as often. Gail responded that there was no choice with meals being a donation and bus services being free and the cut of 60,000 dollars we ad no choice and noted we were the only COA that was not charging in our area so I surveyed what others were charging and Emmet was the cheapest at 1.50 dollars so I went with that just to get some additional revenue in the door. Pat as a former driver of the CCOA bus I am here to tell the donation system for a bus ride did not work and something had to be done as no one donated to their rides. It is a good thing as at least CCOA will be collecting something for the service they provide although not that mush but it is better than nothing.

Mike went over the Special Services Application with the committee as He said he has had questions on this form. Also the CCOA is looking to start using the form to determine people's disability. Mike explained that the individual fills out the first page then it goes to their doctor ad he or she fills out the second page certifying what they can and cannot do, once this takes place and it is returned to the transit agency the Director reviews the application and from what the doctor checked on page two he determines if we approve it or deny it at times we call the Doctor ad ask a couple additional questions to make the final determination. Once this is done we issue them a card to show the driver which allows them to get the reduced rate.

Also last year mike mentioned he would be getting new Brochures that were easier to read and use, he has brought these today for us to review and give him feedback, as a group we think it is very functional and easy to use and read.

At this point no one else had any concerns or questions for mike or Rachel or issues with the current transit other that they liked the job that was being done and several were tankful that the bus systems are there to use for all people.

Meeting motion was presented by Pat that we adjourn and George seconded that motion

Meeting Adjourned @ 11:55 am

Meeting Minutes certified by  \_\_\_\_\_

Leo Delnas

Flags should be re- patrol deputy and reserve

## Public Notice

### County of Cheboygan / Straits Regional Ride PROPOSED STATE AND FEDERAL APPLICATION FOR OPERATING AND/OR CAPITAL ASSISTANCE.

All citizens are advised that County of Cheboygan / Straits Regional Ride has prepared an application for the State of Michigan financial assistance for fiscal year 2016 as required under Act 51 of the public acts of 1951, as amended, and for federal assistance as required under the federal transit act, as amended.

County of Cheboygan / Straits Regional Ride is requesting a total of \$2,190,468 through the following funding source(s):

Funding Sources(s)	Operating Amount	Capital amount Per project	Total Amount
State formula	\$322,365	N/A	\$322,365
Operating			
Federal Operating	\$166,402	N/A	\$166,402
Section 5339	\$ 0	\$1,289,000	\$1,289,000
Capital Bus Replacement			
Local Contract Revenue	\$342,701	N/A	\$342,701
Fare Box	\$70,000	N/A	\$70,000

County of Cheboygan/ Straits Regional Ride ensures that the level and quality of transportation service provided without regard to race, color, or national origin in accordance with Title VI of the civil rights act of 1964. For more information regarding our Title VI obligations or to file a complaint, please contact us at the address below.

The proposed application is on file at Straits Regional Ride at 1520 Levering Rd, Cheboygan MI 49721 and may be reviewed during a 30 day period from January 6 - February 8, 2016 between the hours of 8am to 5pm.

Written comments regarding the application and/or written requests for public hearing to review the application must be received by February 8, 2016. If a hearing is requested, notice of the scheduled date, time and location will be provided at least 10 days advance. Submittals should be sent to Straits Regional Ride, 1520 Levering Rd., Cheboygan, MI 49721 or via email to Mike Couture @ couturem42@hotmail.com



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# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** The History Center of Cheboygan County

**Summary:** The History Center of Cheboygan County has formed a vintage baseball club and is requesting to utilize the parking area North of the Fairgrounds for up to three matches. The dates are to be determined and provided to County staff (not to be held during Fair Week). The use of the field requires no structures to be constructed.

**Financial Impact:** NA

**Recommendation:** Motion to approve the use permit for The History Center of Cheboygan County and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

# THE HISTORY CENTER

## OF CHEBOYGAN COUNTY

PO Box 5005 • Cheboygan MI 49721-5005 • 231-627-9597

[www.cheboyganhistory.org](http://www.cheboyganhistory.org)

Cheboygan County Board of Commissioners  
County Building  
870 S. Main St.  
Cheboygan, MI 49721

Dear Commissioners,

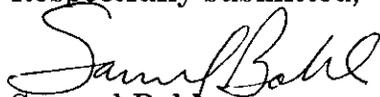
In 2015 the History Center of Cheboygan County established the Shanty Boys Base Ball Club as a community outreach and educational program. The Shanty Boys are a vintage baseball club and abide by the rules and customs set by the National Association of Base Ball Players in 1860.

The summer of 2016 is the inaugural season for the Shanty Boys and a home field is needed to host other vintage baseball clubs from around the state. The plan for 2016 is to schedule two or three home matches. Matches are free and open to the public.

The field across from the Cheboygan County Fairgrounds offers an ideal setting for a vintage baseball field. In addition, the site is centrally located, easily accessible to downtown businesses and has available parking space. The History Center is hereby requesting use of the site as the Club's home field.

The History Center is fully insured and sanctions all Shanty Boys Base Ball Club activities.

Respectfully submitted,



Samuel Bohl

President

The History Center of Cheboygan County

The History Center of Cheboygan County, Inc. is recognized by the Internal Revenue Service as a 501(c)(3) charitable organization. We did not provide any goods or services in exchange for your gift, therefore in accordance with Internal Revenue Service guidelines; your contribution is fully deductible. If you have any questions, please consult your tax advisor.



## FAIRGROUND EVENT AGREEMENT

THIS AGREEMENT is entered into by the parties to be effective on \_\_\_\_\_, between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 ("County") and The History Center, whose address is P.O. Box 5005 (Event Holder).

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: NORTH GRASS PARKING AREA (the "Property") for the following period: To be identified Not during Fair week. (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): Three Vintage baseball matches

### 3. FEE AND DEPOSIT

The Event Holder shall pay to the County a fee of (\$ - 0 -) 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 attorneys 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:

Samuel Bohl



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# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

**Title:** Resolution 16-04 Authorizing Summer Collection of Millage less than \$100.00

**Summary:** The County has received a request from a township to be able to collect winter tax bills totaling \$100.00 or less on the summer bill as permitted under MCL 211.44a(2). The resolution provides authorization from the Cheboygan County Board of Commissioners for Townships who select to authorize by resolution to collect on the summer tax bill.

**Financial Impact:** NA

**Recommendation:** Approve Resolution 16-04 and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

CHEBOYGAN COUNTY  
Resolution No. 16-04

RESOLUTION AUTHORIZING SUMMER COLLECTION OF MILLAGES  
TOTALING \$100.00 OR LESS, PER INDIVIDUAL TAX BILL,  
EXCLUDING ANY PROPERTY TAX ADMINISTRATION FEE, WHICH  
WOULD NORMALLY BE LEVIED AND COLLECTED IN THE  
WINTER TAX BILL

At a regular meeting of the Cheboygan County Board of Commissioners held in  
the Cheboygan County Building located at 870 South Main Street, Cheboygan,  
Michigan, on \_\_\_\_\_, 2016.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_  
and supported by \_\_\_\_\_.

Recitals

- A. MCL 211.44a(2) authorizes collection of winter tax bills totaling \$100.00 or less per individual tax bill, excluding any property tax administration fee, along with the summer taxes provided that the same is authorized by resolution of the taxing unit, the county board of commissioners and the county tax allocation board, provided the requirements of subsections (a), (b), and (c) are satisfied.
- B. Many of the townships within Cheboygan County have parcels with a winter tax bill of \$100.00 or less per individual tax bill, excluding any property tax administration fee.
- C. The Cheboygan County Board of Commissioners, therefore, desires to authorize the summer collection of taxes meeting the requirements of Recital A above by the adoption of this Resolution, provided that each township board of the townships that desire to collect the qualifying taxes in the summer adopts a resolution to that effect and files the resolution with the County Clerk.

Resolution

NOW, THEREFORE, THE CHEBOYGAN COUNTY BOARD OF  
COMMISSIONERS HEREBY RESOLVES and authorizes from and after July 1, 2016  
the summer collection of all winter tax bills totaling \$100.00 or less per individual tax  
bill, excluding any property tax administration fee, within any township of Cheboygan

County that (1) adopts a resolution authorizing the summer collection of winter tax bills totaling \$100.00 or less per individual tax bill, excluding any property tax administration fee, and (2) files that resolution with the County Clerk.

YES: \_\_\_\_\_

NO: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

CHEBOYGAN COUNTY

By: \_\_\_\_\_  
Peter Redmond

Its: Chairperson

I, the undersigned Clerk of Cheboygan County, Cheboygan, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Cheboygan County Board of Commissioners at its regular meeting held on \_\_\_\_\_, 2016, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mary Ellen Tryban, Clerk

**BENTON TOWNSHIP**  
**5012 Orchard Beach Road**  
**Cheboygan, MI 49721**  
**bentontwp@bentontwp.org**

**Telephone No. 231-625-9176**  
**Facsimile No.: 231-625-2213**

January 8, 2016

Peter Redmond, Chair  
Cheboygan County Commissioners  
Cheboygan County Building  
Cheboygan, MI 49721

Dear Chairman and Board Members:

I have enclosed a copy of Michigan Senate Bill No. 322 and a copy of the General Property Tax Act and would like to bring your attention particularly to Section 44a (2) a and b. The bill is very straight forward—it provides an opportunity to use a single summer tax bill for the whole year's property tax levy when the winter tax bill is going to be \$100 or less. The legislation provides discretionary authority for some local units to avoid unneeded expenses incurred to collect winter property tax bills for amounts under \$100 by moving the levy to the summer.

The administration fee allowed to cover the expense of billing and collecting each parcel is 1% of the millage billed. Therefore, if a bill is \$100 the administration fee allowed is \$1. The cost for postage is .49 to send the bill; to mail a paid receipt is another .49; but there is also the cost of the envelope, the paper and printing costs. Obviously, with any and all parcels that are billed for less than \$100 the loss to the township is even greater.

In 2015 I billed 1,363 parcels of our tax roll that were \$100 or less. The cost to the township to only mail a bill and a receipt for each parcel was \$1,335.74 (not including the cost of the paper, envelope or printing costs). This is a total loss to the township.

Peter Redmond, Chair  
January 8, 2016  
Page 2

Also to consider is the fact that for every winter tax bill that is added to the summer tax roll the Cheboygan Area Schools will save \$1.50 per parcel. This is the fee that Benton Township charges the schools to collect their school taxes. Therefore, the school would save \$2,044.50 on these 1,363 parcels.

If the Township would be allowed to collect these taxes in the summer they would save \$1,335.74 just in postage and the school system would save \$2,044.50. A win win situation.

Therefore, Benton Township is seeking your support by signing a resolution to allow the collection of all parcels billed on the winter tax roll at \$100 or less to be collected with the summer tax roll.

At Benton Township's January 5, 2016 board meeting they passed a Resolution Authorizing Summer Collection of Millages Totaling \$100 or Less, per individual tax bill, excluding any Property Tax Levied and Collected in the Winter Tax Bill, to begin with the 2016 summer tax bills. A copy of the executed Resolution is attached for your review.

Thank you for your time and consideration in trying to save money for our township as well as the school district.

Sincerely,



Ann M. Couture  
Benton Township Treasurer  
on behalf of the Benton Township Board

Enclosures

Act No. 184  
Public Acts of 2012  
Approved by the Governor  
June 14, 2012  
Filed with the Secretary of State  
June 20, 2012  
EFFECTIVE DATE: June 20, 2012

**STATE OF MICHIGAN  
96TH LEGISLATURE  
REGULAR SESSION OF 2012**

Introduced by Senators Hildenbrand and Proos

**ENROLLED SENATE BILL No. 322**

AN ACT to amend 1893 PA 206, entitled "An act to provide for the assessment of rights and interests, including leasehold interests, in property and the levy and collection of taxes on property, and for the collection of taxes levied; making those taxes a lien on the property taxed, establishing and continuing the lien, providing for the sale or forfeiture and conveyance of property delinquent for taxes, and for the inspection and disposition of lands bid off to the state and not redeemed or purchased; to provide for the establishment of a delinquent tax revolving fund and the borrowing of money by counties and the issuance of notes; to define and limit the jurisdiction of the courts in proceedings in connection with property delinquent for taxes; to limit the time within which actions may be brought; to prescribe certain limitations with respect to rates of taxation; to prescribe certain powers and duties of certain officers, departments, agencies, and political subdivisions of this state; to provide for certain reimbursements of certain expenses incurred by units of local government; to provide penalties for the violation of this act; and to repeal acts and parts of acts," by amending section 44a (MCL 211.44a), as amended by 2011 PA 126.

*The People of the State of Michigan enact:*

Sec. 44a. (1) Notwithstanding any other statutory or charter provision to the contrary, beginning in 2005 and each year after 2005, a county shall impose as a summer property tax levy that portion of the number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote as provided in this section. The portion of the total number of mills allocated to a county by a county tax allocation board or authorized for a county through a separate tax limitation vote that shall be imposed in each year as a summer property tax levy under this section is as follows:

(a) In 2005, 1/3 of the total number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote.

(b) In 2006, 2/3 of the total number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote.

(c) In 2007 and each year after 2007, the total number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote.

(2) Notwithstanding any other statutory or charter provision to the contrary, beginning in 2013 and each year after 2013, a millage that is levied by any taxing authority within a local tax collecting unit that had been previously billed and collected as part of the winter property tax levy in a preceding tax year may be accelerated and collected earlier in that tax year as a summer property tax levy if all of the following conditions are satisfied:

(a) The aggregate amount of the revenue from the levy and collection of all individual millages that would be levied and collected in the winter tax bill totals \$100.00 or less per individual tax bill, excluding any property tax administration fee. A millage may be accelerated and collected earlier for only those tax bills that total \$100.00 or less for all individual millages and that millage may be levied and collected as a winter property tax levy for all other tax bills that total more than \$100.00 for all individual millages. Any additional millage approved to be levied by any taxing authority after collection of the summer property tax levy shall be collected as part of a winter property tax levy as provided in this act.

(b) A resolution authorizing the summer collection is approved by all of the following:

(i) The county board of commissioners.

(ii) The legislative body of the local tax collecting unit.

(iii) The county tax allocation board, if any.

(c) Within 60 days of approval of the resolutions required under subdivision (b), the local tax collecting unit notifies all owners of property on the tax roll that if the aggregate amount of the revenue from the levy and collection of all individual millages that would be levied and collected in the winter tax bill totals \$100.00 or less, excluding any property tax administration fee, those millages will be accelerated and collected as a summer property tax levy.

(3) Before June 30 and in conformance with the procedures prescribed by this act, the taxes being collected as a summer property tax levy shall be spread in terms of millages on the assessment roll, the amount of tax levied shall be assessed in proportion to the taxable value, and a tax roll shall be prepared that commands the appropriate treasurer to collect on July 1 the taxes indicated as due on the tax roll.

(4) Taxes authorized to be collected shall become a lien against the property on which assessed, and due from the owner of that property on July 1.

(5) All taxes and interest imposed pursuant to this section that are unpaid before March 1 shall be returned as delinquent on March 1 and collected pursuant to this act.

(6) Interest shall be added to taxes collected after September 14 at that rate imposed by section 78a on delinquent property tax levies that became a lien in the same year. However, if September 14 is on a Saturday, Sunday, or legal holiday, the last day taxes are due and payable before interest is added is on the next business day and interest shall be added to taxes that remain unpaid on the immediately succeeding business day. The tax levied under this act that is collected with the city taxes shall be subject to the same penalties, interest, and collection charges as city taxes and shall be returned as delinquent to the county treasurer in the same manner and with the same interest, penalties, and fees as city taxes.

(7) All or a portion of the fees or charges, or both, authorized under section 44 may be imposed on taxes paid before March 1 and shall be retained by the treasurer actually performing the collection of the summer property tax levy pursuant to this section, regardless of whether all or part of these fees or charges, or both, have been waived by the township or city.

(8) Collections shall be remitted to the county for which the taxes were collected pursuant to section 43.

(9) To the extent applicable and consistent with the requirements of this section, this act shall apply to proceedings in relation to the assessment, spreading, and collection of taxes pursuant to this section.

(10) Each county shall establish a restricted fund known as the revenue sharing reserve fund. The total amount required to be placed in the revenue sharing reserve fund for each county shall equal the amount of that county's December 2004 property tax levy of the total number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote, less any amount of tax levy captured and used under a tax increment financing plan under 1975 PA 197, MCL 125.1651 to 125.1681; the tax increment finance authority act, 1980 PA 450, MCL 125.1801 to 125.1830; the local development financing act, 1986 PA 281, MCL 125.2151 to 125.2174; or the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 to 125.2672, and shall be deposited in the revenue sharing reserve fund as provided in this section. Revenues credited to the revenue sharing reserve fund from the December tax levy of a county with a fiscal year ending December 31 shall be accrued to the fiscal year ending in the year of that December property tax levy. Revenue shall be credited to the fund by each county as follows:

(a) From the county's December 2004 property tax levy, 1/3 of the total December levy of the total number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote, less any amount of tax levy captured and used under a tax increment financing plan under 1975 PA 197, MCL 125.1651 to 125.1681; the tax increment finance authority act, 1980 PA 450, MCL 125.1801 to 125.1830; the local

development financing act, 1986 PA 281, MCL 125.2151 to 125.2174; or the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 to 125.2672.

(b) From the county's December 2005 property tax levy, 1/2 of the remaining balance required to be deposited in the fund.

(c) From the county's December 2006 property tax levy, the balance required to be deposited in the fund.

(11) All of the following apply to a revenue sharing reserve fund established under subsection (10):

(a) Funds in the revenue sharing reserve fund may not be expended in any fiscal year except as provided in this section.

(b) Funds in the revenue sharing reserve fund may be used within a county fiscal year for cash flow purposes at the discretion of the county.

(c) Interest earnings on funds deposited in the revenue sharing reserve fund shall be credited to the revenue sharing reserve fund. However, the county is not required to reimburse the revenue sharing reserve fund for a reduction of interest earnings that occurs because funds in the revenue sharing reserve fund were used for cash flow purposes.

(d) The revenue sharing reserve fund shall be separately reported in the annual financial report required under section 4 of 1919 PA 71, MCL 21.44.

(12) For a county fiscal year that ends on December 31, 2004, a county may expend in that fiscal year an amount not to exceed the payments made to that county under the Glenn Steil state revenue sharing act of 1971, 1971 PA 140, MCL 141.901 to 141.921, in October and December 2003 and, if the payment is accrued back to the county's 2003 fiscal year, February 2004.

(13) Not later than March 1, 2005, a county that receives a payment in October 2004 as provided in a bill making appropriations to the department of treasury for the 2004-05 fiscal year shall pay the amount of that payment to the state treasurer from the revenue sharing reserve fund. A county that does not make the payment required under this subsection shall not make any expenditures from the fund provided under subsection (13).

(14) For each fiscal year of a county that begins after September 30, 2004, a county may expend from the revenue sharing reserve fund an amount not to exceed the total payments made to that county under the Glenn Steil state revenue sharing act of 1971, 1971 PA 140, MCL 141.901 to 141.921, in the state fiscal year ending September 30, 2004, adjusted annually by the inflation rate, without regard to any executive orders issued after May 17, 2004. As used in this subsection, "inflation rate" means that term as defined in section 34d.

(15) A county's required 2012 revenue sharing reserve fund balance shall be reduced by an amount equal to the amount of county allocated property tax the county had to refund for the 2004 tax year due to a single court judgment, if the refund of 2004 county allocated tax due to that judgment was at least 70% of the county's 2011 allowable withdrawal from its revenue sharing reserve fund. The refund amount shall include the interest the county paid on the 2004 property tax refund.

(16) If a resolution authorizing a summer property tax levy for a tax previously billed as part of the winter property tax levy is approved under subsection (2), the treasurer that collects the summer property tax levy shall establish a restricted fund to be known as the other levies reserve fund for any millage collected that was previously billed as part of the winter property tax levy. Any millage that had been previously billed and collected as part of the winter property tax levy in a preceding tax year that is accelerated and collected earlier as a summer property tax levy shall be deposited into the other levies reserve fund. The treasurer that collects the summer property tax levy shall distribute to the local taxing authorities the revenues credited to the other levies reserve fund from the summer property tax collection of a millage that had been previously billed and collected as part of a winter property tax levy on December 1 of the tax year that the December property tax levy would otherwise have been due and payable. If a millage previously billed and collected as part of the winter property tax levy is accelerated and collected earlier as a summer property tax levy, and if the millage collected in that summer property tax levy is less than that millage would have been if levied as part of the immediately succeeding winter property tax levy, the treasurer that collected the summer property tax levy may issue a supplemental winter tax bill for the deficiency or, if approved by a resolution of the legislative body of the local unit that collected the summer property tax levy, pay any deficiency from that local unit's general fund. The treasurer collecting the summer property tax levy shall account for interest earned on the other levies reserve fund and interest shall be transmitted to the various local tax collecting units in proportion to the revenue collected from a millage previously billed and collected as part of the winter property tax levy in a preceding tax year that is accelerated and collected earlier as a summer property tax levy, after a deduction of reasonable expenses incurred by the treasurer in administering the accounting and disbursement of funds, to the extent that those expenses are in addition to the expenses of accounting and disbursing other taxes.

(17) The treasurer that collects the state education tax shall collect the summer property tax levy under this section.

Enacting section 1. This amendatory act does not take effect unless Senate Bill No. 323 of the 96th Legislature is enacted into law.

This act is ordered to take immediate effect.

*Carol Morey Viventi*

Secretary of the Senate

*Jay E. Randall*

Clerk of the House of Representatives

Approved .....

.....  
Governor

**THE GENERAL PROPERTY TAX ACT (EXCERPT)**  
**Act 206 of 1893**

**211.44a Summer property tax levy; imposition; tax previously billed and collected as part of winter property tax; collection; procedures; lien; interest; applicability of act to proceedings; establishment of revenue sharing reserve fund; expenditures by counties; limitations; "inflation rate" defined; deposit into other levies reserve fund; issuance of supplemental winter tax bill; collection of summer property tax levy by treasurer collecting state education tax.**

Sec. 44a. (1) Notwithstanding any other statutory or charter provision to the contrary, beginning in 2005 and each year after 2005, a county shall impose as a summer property tax levy that portion of the number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote as provided in this section. The portion of the total number of mills allocated to a county by a county tax allocation board or authorized for a county through a separate tax limitation vote that shall be imposed in each year as a summer property tax levy under this section is as follows:

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(c) In 2007 and each year after 2007, the total number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote.

(2) Notwithstanding any other statutory or charter provision to the contrary, beginning in 2013 and each year after 2013, a millage that is levied by any taxing authority within a local tax collecting unit that had been previously billed and collected as part of the winter property tax levy in a preceding tax year may be accelerated and collected earlier in that tax year as a summer property tax levy if all of the following conditions are satisfied:

(a) The aggregate amount of the revenue from the levy and collection of all individual millages that would be levied and collected in the winter tax bill totals \$100.00 or less per individual tax bill, excluding any property tax administration fee. A millage may be accelerated and collected earlier for only those tax bills that total \$100.00 or less for all individual millages and that millage may be levied and collected as a winter property tax levy for all other tax bills that total more than \$100.00 for all individual millages. Any additional millage approved to be levied by any taxing authority after collection of the summer property tax levy shall be collected as part of a winter property tax levy as provided in this act.

(b) A resolution authorizing the summer collection is approved by all of the following:

(i) The county board of commissioners.

(ii) The legislative body of the local tax collecting unit.

(iii) The county tax allocation board, if any.

(c) Within 60 days of approval of the resolutions required under subdivision (b), the local tax collecting unit notifies all owners of property on the tax roll that if the aggregate amount of the revenue from the levy and collection of all individual millages that would be levied and collected in the winter tax bill totals \$100.00 or less, excluding any property tax administration fee, those millages will be accelerated and collected as a summer property tax levy.

(3) Before June 30 and in conformance with the procedures prescribed by this act, the taxes being collected as a summer property tax levy shall be spread in terms of millages on the assessment roll, the amount of tax levied shall be assessed in proportion to the taxable value, and a tax roll shall be prepared that commands the appropriate treasurer to collect on July 1 the taxes indicated as due on the tax roll.

(4) Taxes authorized to be collected shall become a lien against the property on which assessed, and due from the owner of that property on July 1.

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(6) Interest shall be added to taxes collected after September 14 at that rate imposed by section 78a on delinquent property tax levies that became a lien in the same year. However, if September 14 is on a Saturday, Sunday, or legal holiday, the last day taxes are due and payable before interest is added is on the next business day and interest shall be added to taxes that remain unpaid on the immediately succeeding business day. The tax levied under this act that is collected with the city taxes shall be subject to the same penalties, interest, and collection charges as city taxes and shall be returned as delinquent to the county treasurer in the same manner and with the same interest, penalties, and fees as city taxes.

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(8) Collections shall be remitted to the county for which the taxes were collected pursuant to section 43.

(9) To the extent applicable and consistent with the requirements of this section, this act shall apply to proceedings in relation to the assessment, spreading, and collection of taxes pursuant to this section.

(10) Each county shall establish a restricted fund known as the revenue sharing reserve fund. The total amount required to be placed in the revenue sharing reserve fund for each county shall equal the amount of that county's December 2004 property tax levy of the total number of mills allocated to the county by a county tax allocation board or authorized for the county through a separate tax limitation vote, less any amount of tax levy captured and used under a tax increment financing plan under 1975 PA 197, MCL 125.1651 to 125.1681; the tax increment finance authority act, 1980 PA 450, MCL 125.1801 to 125.1830; the local development financing act, 1986 PA 281, MCL 125.2151 to 125.2174; or the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 to 125.2672, and shall be deposited in the revenue sharing reserve fund as provided in this section. Revenues credited to the revenue sharing reserve fund from the December tax levy of a county with a fiscal year ending December 31 shall be accrued to the fiscal year ending in the year of that December property tax levy. Revenue shall be credited to the fund by each county as follows:

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(d) The revenue sharing reserve fund shall be separately reported in the annual financial report required under section 4 of 1919 PA 71, MCL 21.44.

(12) For a county fiscal year that ends on December 31, 2004, a county may expend in that fiscal year an amount not to exceed the payments made to that county under the Glenn Steil state revenue sharing act of 1971, 1971 PA 140, MCL 141.901 to 141.921, in October and December 2003 and, if the payment is accrued back to the county's 2003 fiscal year, February 2004.

(13) Not later than March 1, 2005, a county that receives a payment in October 2004 as provided in a bill making appropriations to the department of treasury for the 2004-05 fiscal year shall pay the amount of that payment to the state treasurer from the revenue sharing reserve fund. A county that does not make the payment required under this subsection shall not make any expenditures from the fund provided under subsection (13).

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(15) A county's required 2012 revenue sharing reserve fund balance shall be reduced by an amount equal to the amount of county allocated property tax the county had to refund for the 2004 tax year due to a single court judgment, if the refund of 2004 county allocated tax due to that judgment was at least 70% of the county's 2011 allowable withdrawal from its revenue sharing reserve fund. The refund amount shall include the interest the county paid on the 2004 property tax refund.

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(17) The treasurer that collects the state education tax shall collect the summer property tax levy under this section.

**History:** Add. 1993, Act 313, Eff. Mar. 15, 1994;—Am. 2004, Act 357, Imd. Eff. Sept. 30, 2004;—Am. 2008, Act 498, Imd. Eff. Jan. 13, 2009;—Am. 2011, Act 126, Imd. Eff. July 21, 2011;—Am. 2012, Act 184, Imd. Eff. June 20, 2012.

**Compiler's note:** Enacting section 1 of Act 498 of 2008 provides:  
"Enacting section 1. This amendatory act is curative and intended to clarify the requirements concerning the amount of money that a county was required to deposit in the revenue sharing reserve fund under section 44a(9) of the general property tax act, 1893 PA 206, MCL 211.44a."

In subsection (13), the reference to "subsection (13)" evidently should be to "subsection (14)."

**Popular name:** Act 206



# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** DHHS Building Lease Amendment #2 (State Lease #10456)

**Summary:** The current lease between the County and the State of Michigan concerning the Department of Health and Human Services Building provides for annual rental payments of \$58,000 and the ability to request an annual operating expense adjustment. Each year County staff provides a calculation of current building operating expenses compared to the base year building operating expenses. The State reviews the calculation, asks for supporting documentation if inclined to do so and either agrees or disagrees with our calculation. In order to eliminate this time consuming, somewhat subjective process, County staff approached the State regarding amending the lease to eliminate the annual operating expense adjustment and increasing the annual rental payments. Based on averages over the last 5 years, the County proposed a new rental payment of \$76,800 for the State fiscal years 2015, 2016, 2017, 2018 and 2019. The State agreed and requested two additional 5 year renewal options at \$82,800 and \$91,200.

**Financial Impact:**

2015 – 2019 New rental payments of \$76,800 an increase of \$18,800 annually to provide for annual operating expenditures (\$94,000) over five years

2020 – 2024 New rental payments of \$82,800 an increase of \$24,800 annually to provide for annual operating expenditures (\$124,000) over five years

2025 – 2029 New rental payments of \$91,200 an increase of \$33,200 annually to provide for annual operating expenditures (\$166,000) over five years

A total of \$384,000 in annual operating expense adjustments for 15 years (October 1, 2014 through September 30, 2029).

**Recommendation:** Motion to approve Addendum #2 to the State of Michigan Lease #10456 for the DHHS building and authorize the Chair to sign.

**Prepared by:** Kari Kortz

**Department:** Finance



## ADDENDUM TO LEASE

between

**COUNTY OF CHEBOYGAN**  
**A Governmental Unit**

and the

**STATE OF MICHIGAN**

**ADDENDUM # 2**, to Lease No.10456, as modified by Addendum, by and between County of Cheboygan, as Lessor, whose address is 870 South Main Street, Cheboygan, MI 49721 and the State of Michigan by the Department of Technology, Management and Budget for the Family Independence Agency, subsequently named the Department of Health and Human Services, as Lessee, for property located at 827 South Huron Street, Cheboygan, Michigan.

The purpose of this addendum is to eliminate the annual operating adjustment and increase the rent accordingly, extend the initial and option periods by two years, change the cancellation terms, and update certain language within the Lease.

**Article II, Paragraph 2.4 of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:**

2.4 – The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for an initial term of possession beginning at 12:01 a.m. on October 10, 1997, and ending at 11:59 p.m. on September 30, 2019.

**Article II, Paragraph 2.5 of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:**

2.5 - This Lease may, at the option of the Lessee, be extended for a **five-year** term beginning at 12:01 a.m. on October 1, 2019, and ending at 11:59 p.m. on September 30, 2024, provided notice be given in writing to the Lessor **thirty (30)** days before this Lease or extension expires.

**Article II, Paragraph 2.6 of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:**

2.6 - This Lease may, at the option of the Lessee, be extended for a **five-year** term beginning at 12:01 a.m. on **October 1, 2024**, and ending at 11:59 p.m. on **September 30, 2029**, provided notice be given in writing to the Lessor **thirty (30)** days before this Lease or extension expires.

**Article III, Paragraph 3.1r) is deleted in its entirety with the following text being inserted in lieu thereof:**

3.1r) - Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited).

**Article III, Paragraph 3.1aa) is deleted in its entirety with the following text being inserted in lieu thereof:**

3.1aa) - Deleted, not applicable.

**Article III, Paragraph 3.1bb) is deleted in its entirety with the following text being inserted in lieu thereof:**

3.1bb) - Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 451, as amended, MCL 324.16501 et seq..

**The following Article III, Paragraph 3.14, shall be added to this Lease, as modified:**

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer and identify the new owner.

**Article V, Paragraph 5.3A of this Lease, as modified, is deleted in its entirety beginning October 1, 2014 with the following text being inserted in lieu thereof:**

5.3A – The annual rental rate reflected in this Lease is based on an estimated \$1,015,000.00 debt amortized at ten (10) years with an estimated 4.69% interest rate. It is agreed by the parties that the actual rental and interest rates will be adjusted to correspond with the actual debt service requirement to retire the **Lessor's** debt, and that the Lessor will provide, for the State, the final debt service payment schedule prior to occupancy or rental payment by the State.

**Article V, Paragraph 5.4 of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:**

5.4 – The Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. October 10, 2007, through 11:59 p.m. September 30, 2014, at a rate of Fifty Eight Thousand and 00/100 dollars (\$58,000.08) per year payable in installments of Four Thousand Eight Hundred Thirty Three and 34/100 dollars (\$4,833.34) per month.

The Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **October 1, 2014**, through 12:59 p.m. **September 30, 2019**, at a rate of **Seventy Six Thousand Eight Hundred and 00/100 dollars (\$76,800.00)** per year payable in installments of **Six Thousand Four Hundred and 00/100 dollars (\$6,400.00)** per month.

**Article V, Paragraph 5.5 of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:**

5.5 – In the event the Lessee exercises the renewal option pursuant to Article II Paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Lease premises from 12:01 a.m. **October 1, 2019**, through 11:59 p.m. **September 30, 2024**, at a rate of **Eighty Two Thousand Eight Hundred and 00/100 dollars (\$82,800.00)** per year payable in installments of **Six Thousand Nine Hundred and 00/100 dollars (\$6,900.00)** per month.

**Article V, Paragraph 5.5A of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:**

5.5A – In the event the Lessee exercises the renewal option pursuant to Article II Paragraph 2.6, the Lessee shall pay to the Lessor as rent consideration for the Lease premises from 12:01 a.m. **October 1, 2024**, through 11:59 p.m. **September 30, 2029**, at a rate of **Ninety One Thousand Two Hundred and 00/100 dollars (\$91,200.00)** per year payable in installments of **Seven Thousand Six Hundred and 00/100 dollars (\$7,600.00)** per month.

**Article V, Paragraphs 5.7, 5.7A, 5.7B are deleted in their entirety beginning October 1, 2014, with the following text being inserted in lieu thereof:**

5.7 – Deleted, not applicable.

5.7A – Deleted, not applicable.

5.7B – Deleted, not applicable.

**Article V, Paragraphs 5.11 is deleted in its entirety beginning October 1, 2014, with the following text being inserted in lieu thereof:**

5.11 – Deleted, not applicable.

**Article XII, Paragraph 12.1 of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:**

12.1 – This Lease may be cancelled by the Lessee from October 10, 1997 through September 30, 2014, if the Lessor is notified in writing at least sixty (60) days prior to the effective date of the cancellation and any one of the following occur:

1) The purpose for which this Lease was entered into no longer exists due to its elimination by Executive or Legislative action.

2) Funds are not made available for the Lessee by state government budgeting authorities.

3) Space is provided in state government owned or managed facilities.

**Article XII, Paragraph 12.2 is deleted in its entirety with the following text being inserted in lieu thereof:**

12.2 – Beginning October 1, 2014, and during any subsequent renewal options, this lease may be cancelled by the Lessee, if the Lessor is notified in writing at least ninety (90) days prior to the effective date of the cancellation.

**Article XII, Paragraph 12.3a) is deleted in its entirety with the following text being inserted in lieu thereof:**

12.3a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by **the State of Michigan** pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act).

**Article XII, Paragraph 12.3b) is deleted in its entirety with the following text being inserted in lieu thereof:**

12.3b) - The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.

**Article XII, Paragraph 12.3c) is deleted in its entirety with the following text being inserted in lieu thereof:**

12.3c) - The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited). This covenant is cross referenced in Article III.

**Article XIII, Paragraph 13.1 is deleted in its entirety with the following text being inserted in lieu thereof:**

13.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

<b>Lessor</b>	<b>Lessee</b>
Cheboygan County	Director, Real Estate Division
Attn: Kari Kortz	Department of Technology, Management & Budget
870 South Main Street	
Cheboygan, MI 49721	<i>For private carrier delivery:</i>
	7150 Harris Drive, Suite 3B
	Dimondale, MI 48821
E-mail:	

kkortz@cheboygancounty.net	
Telephone: 231-627-8430	<i>For U.S. Postal Service delivery:</i>
Fax: 231-627-8893	P. O. Box 30026
	Lansing, MI 48909
	<b>Copy to the Department of Health and Human Services</b>
	Department of Health and Human Services
	Kurt Warner
	235 S. Grand Ave., 15 <sup>th</sup> Floor
	Lansing, MI 48909

The notice shall be deemed effective on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally recognized overnight delivery service. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

**The following Article XIII, Paragraph 13.8**

13.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

This Lease Addendum shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 et seq. (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature. The effective date of this Lease Addendum is the date that the last State Governmental approval is obtained as set forth on the signature page. The Lease terms, as modified by Addendum, apply to any renewal options, if exercised.

Except as herein provided, all other provisions of the original Lease, as modified by Addendum, apply to this Addendum.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor: Cheboygan County

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

Print Name:  
Title:

State of Michigan, County of \_\_\_\_\_.

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_, by \_\_\_\_\_,  
Type or print name(s) of person(s) signing this document

the \_\_\_\_\_ for the \_\_\_\_\_,  
of \_\_\_\_\_, Michigan Municipal Corporation.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

Department

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

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

Print Name:

Title:

State of Michigan, County of \_\_\_\_\_.

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_,  
Type or print name(s) of person(s) signing this document

the \_\_\_\_\_, for the Michigan Department of Health and Human Services.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

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

Robert M. Burns  
Director, Real Estate Division  
Department of Technology, Management & Budget

State of Michigan, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Burns, Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

This Lease has been approved as to legal form by the Michigan Attorney General \_\_\_\_\_

This Lease was approved by the Michigan State Administrative Board on

Item #



# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** PsychNorth, PLLC Agreement for Drug Court Service

**Summary:** Civil Counsel has prepared an agreement for PsychNorth to provide counseling service to Drug Court participants. PsychNorth is an independent contractor. The agreement identifies services provided, limitations of service, and term of the agreement. The Board of Commissioners reviews and approves the submission of the Drug Court Program and Byrne Justice Grant applications and allows the contract agreements to be submitted by Finance staff after final grant awards are issued in October each year. Compensation and reimbursement amounts are identified and approved as part of the final grant contract submittal associated with the Michigan Drug Court Program or Byrne Justice Assistance Grant which must be reviewed by Administration and Finance prior to submission each year.

**Financial Impact:** Each agreement has a cap on compensation based on funding from the Michigan Drug Court and Byrne Justice Assistance Grant program awards each year including all local funds appropriated by the Board of Commissioners.

**Recommendation:** Approve Agreement with PsychNorth, PLLC and authorize the Chairperson to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

## **AGREEMENT FOR DRUG COURT SERVICES**

THIS AGREEMENT shall be deemed effective the \_\_\_\_ day of February, 2016 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County), on behalf of the 53<sup>rd</sup> Circuit Court's Drug Court Program (Drug Court), and PsychNorth, P.L.L.C., a Michigan professional limited liability company, whose address is 2202 Mitchell Park Drive, Suite 5, Petoskey, Michigan 49770 (PsychNorth).

### **Recitals**

- A. PsychNorth is a professional limited liability company that provides psychiatric counseling and related services in Northern Michigan.
- B. The County desires to engage the services of PsychNorth to provide psychiatric counseling and related services to participants in the Drug Court Program.
- C. PsychNorth has the personnel with the time, skills, and desire to perform the above services under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

### **Agreement**

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services.** The County hereby contracts with PsychNorth to provide psychiatric counseling and related services to participants in the Drug Court Program. All psychiatric counseling and related services shall be approved in writing by the Drug Court before the counseling or related services occurs. PsychNorth, through its employee(s) assigned to provide the psychiatric counseling and related services, shall provide written reports to the Drug Court concerning the status of the treatment or services being provided to the Drug Court participants as required by the Drug Court.
- 2. **Limitation of Services.** Except for the psychiatric counseling and related services provided under this Agreement, nothing in this Agreement shall be construed to require PsychNorth to provide any other unrelated treatment, counseling, or professional services of any kind to any participant in the Drug Court Program. In addition, nothing in this Agreement shall be construed to require PsychNorth to enforce any of the Drug Court rules and regulations applicable to a participant in the Drug Court Program.
- 3. **Term of Agreement.** This Agreement shall be for a term beginning on the effective date of this Agreement and ending September 30, 2016 and may be terminated by either party pursuant to Paragraph 8 below. This Agreement shall automatically renew, subject to available and approved funding, under the same terms and conditions provided herein, unless terminated pursuant to Paragraph 8 below.

4. Compensation.
  - a. The County shall pay PsychNorth for the psychiatric counseling and related services provided under this Agreement the total amount approved for these services under the Michigan Drug Court Grant Program or the Byrne Justice Assistance Grant, whichever is applicable, (including all local funds appropriated by the Cheboygan County Board of Commissioners).
  - b. PsychNorth shall submit to the County a written invoice for psychiatric counseling and related services that have been provided promptly after the services are rendered; provided, however, any written invoice that is submitted more than ninety (90) days after the service is rendered shall not be eligible for compensation under this Agreement.
5. Independent Contractor. The parties hereby acknowledge and agree that PsychNorth is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of PsychNorth's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for PsychNorth or any of its employees or volunteers.
6. Indemnification. PsychNorth shall indemnify and hold harmless the Drug Court and the County, their officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
7. No Assignment without Written Consent. PsychNorth shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
8. Termination. Either party may terminate this Agreement immediately by giving to the other party written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, PsychNorth shall only be paid the pro rata compensation based on the services provided as required in this Agreement to the date of termination.
9. Notice. Any notice required under this Agreement by either party shall be in writing to the party to be so notified to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
10. Governing Law. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
11. Amendments. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

12. Entire Agreement. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
13. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

COUNTY OF CHEBOYGAN, a Michigan political subdivision

By: \_\_\_\_\_  
Peter Redmond

Its: Board Chair

Dated: \_\_\_\_\_

53<sup>rd</sup> CIRCUIT COURT

By: \_\_\_\_\_  
Hon. Scott L. Pavlich  
Circuit Judge

Dated: \_\_\_\_\_

PSYCHNORTH, P.L.L.C., a Michigan professional limited liability company

By: \_\_\_\_\_  
Charles Lapo, II, M.D.

Its: Member

Dated: \_\_\_\_\_



# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

**Title:** Policy Revision 500-4 Retirement

**Summary:** Effective January 1, 2016, the program of retirement benefits for all new full-time and regular part-time employees shall be the MERS 1.25 % retirement at age 60 Hybrid Plan. Under this plan the County will pay the defined benefit cost of the plan while the employee will pay up to 3% into the defined contribution plan. The County will match up to 3% into the employees defined contribution plan unless the total contribution of the County for defined benefit and define contribution cost exceed 8% in which the County's contribution into the defined contribution plan will decrease to 0%.

**Financial Impact:** Reduces pension cost associated with new employees.

**Recommendation:** Approve revision to Policy 500-4 Retirement and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration



**Policy Department:** Personnel  
**Policy Number:** 500-4  
**Original Date:** January 1, 1994  
**Revised:** May 27, 2003  
September 30, 2008  
July 13, 2010  
February 9, 2016

## RETIREMENT

Effective April 1, 2007:

1) County Regular Full-Time and Regular Part-Time Employees: The program of retirement benefits in effect is Plan B-4 and FAC-5 with the F55 (20) waiver of the Michigan Municipal Employee's Retirement System (MERS). Under this retirement program Employees contribute 3.5% of their income each year.

2) County Elected Officials, Appointed Department Heads, and Assistant Department Heads: The program of retirement benefits in effect is Plan B-4 and FAC-3 with the F55 (20) waiver of the Michigan Municipal Employee's Retirement System (MERS). Under this retirement program Employees contribute 3.5% of their income each year.

3) Sheriff, Undersheriff, and Jail Administrator will follow the retirement benefits of the Command Union Contract.

On August 15, 2007 Cheboygan County adopted Act 88 of 1961, the Reciprocal Retirement Act. Employees who had previously worked at other Michigan government agencies, but not long enough to meet the time requirements to retire, may apply to MERS to have years of service from each agency added together. If approved and, if the combined service time fulfills vesting requirements, the employee may qualify for a retirement benefit from each Act 88 employer.

Effective January 1, 2016, the program of retirement benefits for all new full-time and regular part-time employees shall be the MERS 1.25 % retirement at age 60 Hybrid Plan. Under this plan the County will pay the defined benefit cost of the plan while the employee will pay up to 3% into the defined contribution plan. The County will match up to 3% into the employees defined contribution plan unless the total contribution of the County for defined benefit and define contribution cost exceed 8% in which the County's contribution into the defined contribution plan will decrease to 0%.

\_\_\_\_\_  
Peter Redmond, Board Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffery B. Lawson, Administrator

\_\_\_\_\_  
Date

***DISCLAIMER: The Cheboygan County Personnel Policies are not intended as a contract of employment and do not constitute one. The County may change, delete, suspend, or discontinue any policy or benefit described herein at any time with or without prior notice.***



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# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

**Title:** Policy Revision 500-16 Medical Insurance

**Summary:** Revision to policy language identifying insurance coverage and cost caps.

**Financial Impact:** NA

**Recommendation:** Approve revision to Policy 500-16 Medical Insurance and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration



**Policy Department:** Personnel

**Policy Number:** 500-16

**Original Date:** January 1, 1994

**Revised:** May 27, 2003

September 30, 2008

December 8, 2009

February 9, 2016

## MEDICAL INSURANCE

### Group Insurance -- Hospitalization – Surgical – Medical.

The County will provide the employee the ability to choose one of 10 plans available from BC/BS Glide Path product under Menu “B” with prescription rider Rx 2. The County will pay the State of Michigan designated “Hard Cap” as established under P.A. 152 of 2011 as amended and released by the State of Michigan each year for One Person, Two Person or Family Coverage or up to the cost of the Blue Care Network HMO 250 Plan cost for One Person, Two Person or Family Plan whichever is less for medical and prescription coverage to eligible employees:

Any additional costs for the plan selected by the employee, shall be the responsibility of the employee and shall be deducted on a pre-tax basis from the employees pay check each pay.

The County will continue to pay in full the cost of the current Dental and Vision plan coverage or equivalent for 2016.

Beginning January 1, 2017, the County will provide the employee the ability to choose from Blue Cross/Blue Shield’s Glide Path product a Dental and Vision Plan. The County will pay up to the cost of the Glide Path Blue Dental 50/50/50 Plan for dental coverage and up to the cost for the Blue Vision 12/24/24 Plan for vision. Any additional costs a plan selected by the employee, shall be the responsibility of the employee and shall be deducted on pre-tax basis from the employees pay check each pay.

The insurance program becomes effective no earlier than the first (1st) day of the month following completion of an employee’s first thirty (30) days of employment or at a date thereafter that may be established by the insurance carrier. In the event that an employee quits or the employee’s employment with the Employer is otherwise terminated, or in the event that an employee is on layoff or on leave of absence, the group insurance program shall continue in effect until the end of the last day of the month in which the quit, termination, layoff or leave of absence occurs. Other specific terms and conditions governing the group insurance program are set forth in detail in the master policies issued by the insurance carrier or carriers.

**Employees Hired On or After January 1, 2001:** The County will provide health insurance described in the previous paragraphs *for the employee only*. Those employees may elect to purchase health insurance for their spouse and/or dependents or may elect to receive \$700 annually to completely waive health insurance. The employees may purchase health insurance on a pre-tax basis.

Employees hired on or after January 1, 2001, shall receive health insurance provided by the County for their spouse and /or dependents on the next open enrollment date after four continuous years of service or may elect to receive \$1,000 if they waive coverage for themselves, their spouse and dependents. Employees may not be enrolled in both the County’s and their spouses’ coverage.

Full-time employees hired prior to January 1, 2001, who provide proof that his/her spouse has health insurance may opt out of two person or full family health insurance and receive 35% or \$5,000 per year, whichever is less, of the premium savings provided that they opt out for a period of 6 months (part-time employees shall receive a pro-rated payment, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work). At the employee's option, employees may direct that the semi-annual payment be placed in the deferred compensation plan. Employees may re-enter during the six-month period and receive a pro-rata payment, if their spouse loses health insurance.

**Elected Officials/ Other Eligible Employees:** Elected Officials and other employees approved by the Board of Commissioners may select One Person, Two Person or Family coverage provided through Blue Cross/Blue Shield of Michigan Glidepath Program. The County will pay the State of Michigan designated "Hard Cap" as established under P.A. 152 of 2011 as amended and released by the State of Michigan each year for One Person, Two Person or Family Coverage or up to the cost of the Blue Care Network HMO 250 Plan cost for One Person, Two Person or Family Plan whichever is less for medical and prescription coverage for Elected Officials/ Other Eligible Employees and their dependents.

The Employer reserves the right to select all insurance carriers. Regular part-time eligible employees will receive coverage benefits with a pro-rata portion of the cost of the required monthly premium paid by the Employer. That portion shall be based on a pro-rata equivalent to the number of hours the part-time employee is regularly scheduled to work.

\_\_\_\_\_  
Jeffery B. Lawson, Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Redmond, Board Chairman

\_\_\_\_\_  
Date

***DISCLAIMER: The Cheboygan County Personnel Policies are not intended as a contract of employment and do not constitute one. The County may change, delete, suspend, or discontinue any policy or benefit described herein at any time with or without prior notice.***



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# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

**Title:** MERS Resolution 16-05 Adopting Uniform Transfer Provisions

**Summary:** The Resolution establishes uniform transfer provisions for employees who currently participate in a MERS retirement plan. Resolution allows employee to remain in the closed plan or transfer into new Hybrid Plan at time of transfer or taking a new position in the organization.

**Financial Impact:** NA

**Recommendation:** Approve Resolution 16-05 to adopt the MERS Uniform Transfer Provision and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

**EMPLOYER RESOLUTION ESTABLISHING  
UNIFORM TRANSFER PROVISION**



**WHEREAS**, the County of Cheboygan is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

**WHEREAS**, the Standard MERS Transfer Rules became effective in August 2007; and

**WHEREAS**, under the Standard Rules, all transferees to a new division are covered under the active employee plan in the new division; where the defined benefit plan in the new division is closed to entrants, the accrued defined benefit (based on benefits, service and wages as of transfer date) of transferees is frozen as of transfer date.

**WHEREAS**, pursuant to Retirement Board action on November 10, 2010, the employing municipality or court will be allowed, on a one-time irrevocable and uniform basis, to adopt for all its MERS divisions (present and future) an alternate policy which allows all transferred employees an individual choice at the time of transfer to either be placed in: (1) the division's open plan, or (2) the closed plan if it is the same plan type, provided there are active employees remaining in the plan type.

**WHEREAS**, this alternate transfer provision applies to transferred employees only; rehired employees will continue to be enrolled into the active plan; and

**NOW THEREFORE BE IT RESOLVED**, that effective January 1<sup>st</sup>, 2016, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all transferred employees (select only one):

- shall be covered under the active employee plan in the division they are transferred into.
- shall be given the individual choice to either be placed in the open plan or the closed division if it is the same plan type (in the division from which the employee is transferred from) provided there are active employees remaining in the closed plan type.

**CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT**

I hereby certify that this Resolution was adopted by (check one):

- The Governing Body of the County of Cheboygan at its meeting held on February 9th, 2016.
- Administrative Order No. \_\_\_\_\_ adopted by the Chief Judge of the \_\_\_\_\_, on \_\_\_\_\_, 20  .

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title)

## Example Scenarios of the Uniform Transfer Rules

### Example 1

**The City of Tree has two divisions: Division 01 has the MERS Defined Benefit Plan with a 2.0% multiplier. Division 99 converted from the MERS Defined Benefit Plan with a 2.25% multiplier to the MERS Defined Contribution Plan in 2000. Thus for division 99 the Defined Contribution Plan is the open plan, and the Defined Benefit Plan is the closed plan. However in this scenario the City of Tree still has active employees that are covered under the closed Defined Benefit Plan in division 99.**

#### **Under Standard Transfer Rules**

John transfers from division 01 to division 99. Under the standard rules he would go into the active plan, which is the Defined Contribution Plan. John's accrued pension earned under the previous Defined Benefit Plan would be frozen and he would be enrolled in the Defined Contribution Plan moving forward.

#### **Transfer Rules with Employee Choice**

John transfers from division 01 to division 99. Under the alternative rules, he would receive the choice to either join the closed division with the same plan type (Defined Benefit) having active employees, or he could freeze his accrued pension and enroll in the open Defined Contribution Plan. If John chooses to enroll in the closed Defined Benefit Plan, then his entire accrued pension earned under the previous Defined Benefit Plan with the 2.0% multiplier would be transferred to the closed Defined Benefit Plan with the 2.25% multiplier (all defined benefit service applied to 2.25% multiplier).

### Example 2

**The City of Tree has two divisions: Division 01 has the MERS Defined Benefit Plan with a 2.0% multiplier. Division 99 converted from the MERS Defined Benefit Plan with a 2.25% multiplier to the MERS Defined Contribution Plan in 2000. Thus for division 99 the Defined Contribution Plan is the open plan, and the Defined Benefit Plan is the closed plan. However in this scenario the City of Tree has NO active employees under the closed Defined Benefit Plan in division 99.**

#### **Under Standard Transfer Rules**

John transfers from division 01 to division 99. Under the standard rules he would go into the active plan, which is the Defined Contribution Plan. John's accrued pension earned under the previous Defined Benefit Plan would be frozen and he would be enrolled in the Defined Contribution Plan moving forward.

#### **Transfer Rules with Employee Choice**

John transfers from division 01 to division 99. He does not receive the choice to enroll in the closed Defined Benefit Plan however, because there are **NO** active employees in the closed plan. John's accrued pension earned under the previous Defined Benefit Plan would be frozen and he would be enrolled in the open Defined Contribution Plan moving forward.



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# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

**Title:** MERS Resolution 16-06 Adopting MERS Hybrid Plan

**Summary:** The Resolution authorizes the change in the County's pension plan for all eligible employees hired after January 1, 2016 to the MERS Hybrid plan as identified in the attached MERS Plan Documents for Divisions 1 and 2.

**Financial Impact:** Reduces cost of pension plan.

**Recommendation:** Approve Resolution 16-06 to adopt the MERS Hybrid Plan as described in the MERS Hybrid Adoption Agreements for Divisions 1 and 2, subject to the MERS Plan Document and as authorized by 1996 PA 220 as amended and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

# Resolution Adopting the MERS Hybrid Plan



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

**WHEREAS**, the participating entity desires to adopt the MERS Hybrid Plan for its designated employees;

**WHEREAS**, the participating entity has furnished MERS with required data regarding each eligible employee and retiree, and, for employees, MERS' actuary has computed the liabilities for benefits payable and which may become payable (on account of service already, and to be, rendered) with respect to the defined benefit portion of the MERS Hybrid Plan, and the participating entity has furnished MERS with required data regarding each eligible employee and retiree with respect to the defined contribution portion of the MERS Hybrid Plan;

**WHEREAS**, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Hybrid Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

**IT IS HEREBY RESOLVED:**

1. On behalf of the participating entity, the governing body of Cheboygan County adopts the MERS Hybrid Plan in accordance with Plan Section 4 for its eligible employees as described in the MERS Hybrid Adoption Agreement, subject to the MERS Plan Document and as authorized by 1996 PA 220, as both may be amended;
2. The governing body agrees to the terms of and authorizes (title) Peter Redmond, Chairman Cheboygan County to execute the initial MERS Hybrid Adoption Agreement, a copy of which is attached hereto and which is hereby incorporated by reference; and

I hereby certify that the above is a true copy of the Hybrid Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Signature of Authorized Official)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

**Received and Approved by the Municipal Employees' Retirement System of Michigan:**

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Authorized MERS Signatory)

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 [www.mersofmich.com](http://www.mersofmich.com)

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** Cheboygan County **Municipality #:** 1603

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of January, 2016.

<p><input type="checkbox"/> This municipality or division is new to MERS, so vesting credit prior to the <b>initial</b> MERS effective date by each eligible participant shall be credited as follows (choose one):</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Vesting credit from date of hire</li><li><input type="checkbox"/> No vesting credit</li></ul> <p><input checked="" type="checkbox"/> This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.</p> <ul style="list-style-type: none"><li><input type="checkbox"/> This division is for new hires, rehires, and transfers of current Defined Benefit division # <u>01 - General</u> and/or current Defined Contribution division # _____</li><li><input type="checkbox"/> We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).</li></ul>
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B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

### III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

General And Non Union Full Time Employees after 1/1/2016

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 7 hour days
- An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be \_\_\_\_\_ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.  
The temporary exclusion period will be 12 month(s).

### IV. Provisions

#### Hybrid – Defined Benefit Component Provisions

*The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.*

Valuation Date: NA, 20    

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

# MERS Hybrid Plan Adoption Agreement

### 3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

#### Social Security Coverage

1.00%

1.25%

1.50%

#### No Social Security Coverage

1.00%

1.25%

1.50%

1.75%

2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to \_\_\_% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

Longevity pay

Overtime pay

Shift differentials

Pay for periods of absence from work by reason of vacation, holiday, and sickness

Workers' compensation weekly benefits (if reported and are higher than regular earnings)

A member's pre-tax contributions to a plan established under Section 125 of the IRC

Transcript fees paid to a court reporter

A taxable car allowance

Short term or long term disability payments

Payments for achievement of established annual (or similar period) performance goals

Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications

Lump sum payments attributable to the member's personal service rendered during the FAC period

Other: \_\_\_\_\_

Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 8. Normal Retirement will be age 60 with 6 years of service
- 9. Early Normal Retirement with unreduced benefits
  - F55/25

## Hybrid – Defined Contribution Component Provisions

- 1. Vesting (Check one):
  - Immediate
  - Cliff Vesting (fully vested after below number years of service)
    - 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting
    - \_\_\_\_\_ % after 1 year of service
    - \_\_\_\_\_ % after 2 years of service
    - \_\_\_\_\_ % after 3 years of service (min 25%)
    - \_\_\_\_\_ % after 4 years of service (min 50%)
    - \_\_\_\_\_ % after 5 years of service (min 75%)
    - 100 % after 6 years of service

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_  
*If an employee is still employed with the municipality at the age specified here, their entire employer contribution will become 100% vested regardless of years of service.*

- 2. Contributions
  - a. Will be remitted
    - Weekly                       Bi-Weekly                       Monthly
  - b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts					
Employee Contribution	1-3%					
Employer Contribution	Match up to 3%	Cap on Contribution	See attached	Language		

- Direct mandatory employee contributions as pre-tax  
 Employer cap of 8% on total cost of Hybrid (ER will contribute to DC-H the difference between 8% and cost of DB-H).

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

- 3. Compensation *includable* wages, up to the 401(a)(17) limits published every year by the IRS are:
  - Wages as reported on box 5 of the employees W2. This includes bonuses, sick/vacation time payments, back pay, and compensation that would have been earned while an employee was in qualified military service, and contributions to plans like 457 deferred compensation plans.
  - Any amounts contributed to a 125 cafeteria plan, Health Care Savings Program, simplified employee pension, simple retirement account and a 457 deferred compensation plan.

*Note: Items excluded from compensation include items such as taxable meal reimbursements; taxable group term life; clothing, food, or gun allowances*

# MERS Hybrid Plan Adoption Agreement

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4. **Loans:**  shall be permitted  shall not be permitted  
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

# MERS Hybrid Plan Adoption Agreement

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8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

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

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# MERS Hybrid Plan Adoption Agreement



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The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** Cheboygan County **Municipality #:** 1603

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of January, 2016.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- Vesting credit from date of hire
- No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

- This division is for new hires, rehires, and transfers of current Defined Benefit division # 02 - Sheriff and/or current Defined Contribution division # \_\_\_\_\_
- We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

All Full Time Union and Non Union Patrol and Command Officers after 1/1/16

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

An employee shall work 10 8 hour days

An employee shall work \_\_\_\_\_ hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

**Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be \_\_\_\_\_ month(s).

**Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be 12 month(s).

## IV. Provisions

### Hybrid – Defined Benefit Component Provisions

*The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.*

Valuation Date: NA, 20\_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

# MERS Hybrid Plan Adoption Agreement

### 3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

#### Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

#### No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to \_\_\_% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: \_\_\_\_\_
- Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 8. Normal Retirement will be age 60 with 6 years of service
- 9. Early Normal Retirement with unreduced benefits
  - F55/25

## Hybrid – Defined Contribution Component Provisions

- 1. Vesting (Check one):
  - Immediate
  - Cliff Vesting (fully vested after below number years of service)
    - 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting
    - \_\_\_\_\_ % after 1 year of service
    - \_\_\_\_\_ % after 2 years of service
    - \_\_\_\_\_ % after 3 years of service (min 25%)
    - \_\_\_\_\_ % after 4 years of service (min 50%)
    - \_\_\_\_\_ % after 5 years of service (min 75%)
    - 100 % after 6 years of service

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) 55  
*If an employee is still employed with the municipality at the age specified here, their entire employer contribution will become 100% vested regardless of years of service.*

- 2. Contributions
  - a. Will be remitted
    - Weekly             Bi-Weekly             Monthly
  - b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts					
Employee Contribution	1-3%	See Attached				
Employer Contribution	1-3% match	Language				

Direct mandatory employee contributions as pre-tax

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

Employer cap of 8% on total cost of Hybrid (ER will contribute to DC-H the difference between 8% and cost of DB-H)

- 3. Compensation *includable* wages, up to the 401(a)(17) limits published every year by the IRS are:
  - Wages as reported on box 5 of the employees W2. This includes bonuses, sick/vacation time payments, back pay, and compensation that would have been earned while an employee was in qualified military service, and contributions to plans like 457 deferred compensation plans.
  - Any amounts contributed to a 125 cafeteria plan, Health Care Savings Program, simplified employee pension, simple retirement account and a 457 deferred compensation plan.

*Note: Items excluded from compensation include items such as taxable meal reimbursements; taxable group term life; clothing, food, or gun allowances*

## MERS Hybrid Plan Adoption Agreement

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4. **Loans:**  shall be permitted  shall not be permitted  
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

### V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

### VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

### VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

# MERS Hybrid Plan Adoption Agreement

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8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

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

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

## Division 1

(c) Waiver of Health Insurance. Full-time employees hired prior to January 1, 2001, who provide proof that his/her spouse has health insurance may opt out of two person or full family health insurance and receive 35% or \$5,000 per year, whichever is less, of the premium savings provided that they opt out for a period of 6 months (part-time employees shall receive a pro-rated payment, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work). At the employee's option, employees may direct that the semi-annual payment be placed in the deferred compensation plan. Employees may re-enter during the six-month period and receive a pro-rata payment, if their spouse loses health insurance.

(d). The Employer will have a Healthcare Committee with two representatives from management and two from the Union who will meet prior to the healthcare reopener.

Section 2. Longevity Benefit. The following longevity payment plan for eligible employees is established by the County.

Re: Full-time Employees. Continuous Service Required: Five (5) years but less than ten (10) years - \$200.00; Ten (10) years but less than Fifteen (15) years - \$300.00; Fifteen (15) years but less than Twenty (20) years - \$350.00; Twenty (20) years or more - \$400.00.

Re: Regular Part-time Employees. Regular part-time employees shall receive longevity pro-rated based on the percentage of a full-time schedule the employee was regularly scheduled to work during the current eligibility year.

In order to be eligible for longevity payment, an employee must be on the County's active employment payroll on their anniversary date on the applicable year and an employee must have the required continuous service as of their anniversary date in accordance with the schedule set forth above in this Section. The required continuous service of an employee for purposes of the longevity payment is defined and measured as an employee's continuous service as of their anniversary date of employment. The longevity payment is a lump sum annual payment to eligible employees and shall be paid to eligible employees within a reasonable period of time following their anniversary date.

Section 3. Retirement. For full-time and regular part-time employees hired between April 1, 2007 and December 31, 2015 the program of retirement benefits provided for in Plan B-4 of the Michigan Municipal Employees Retirement System (MERS) shall be in effect. Under this plan, covered employees contribute three and one-half percent (3.5%) of their gross compensation. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.

Effective January 1, 2016, the program of retirement benefits for all new full-time and regular part-time employees covered by this agreement shall be the MERS 1.25 % retirement at age 60 Hybrid Plan. Under this plan the County will pay the defined benefit cost of the plan while the employee will pay up to 3% into the defined contribution plan. The County will match up to 3% into the employees defined contribution plan unless the total contribution of the County for defined benefit and define contribution cost exceed 8% in which the County's contribution into the defined contribution plan will decrease to 0%.

**Section 4. Retiree Insurance.** Those employees who retire during the balance of this contract are not eligible to participate in the group insurance program continuation option. However, those employees who had retired under the Employer's MERS retirement program and who were eligible and currently participating in the group insurance program continuation option (given approval of the insurance carrier) by paying to the Employer, in advance, the amount of the retiree's next three (3) months insurance premium, will be allowed to continue doing so during the term of this contract.

**Section 5. Life Insurance -- Accidental Death and Dismemberment Insurance.** Effective January 1, 2006, the County shall provide all employees with seniority fully paid term life insurance (\$10,000). Effective April 1, 2007, the County shall provide all employees with seniority fully paid accidental death and dismemberment insurance (\$10,000). The Employer reserves the right to select the insurance carrier. Part-time employees will receive a pro-rated benefit for life, and accidental death and dismemberment insurance.

**Section 6. Long Term Disability Insurance (LTD).** No later than January 1, 2008, the County will provide all eligible employees Long Term Disability (LTD) income protection insurance. LTD insurance will pay up to 60% of monthly income and goes into effect on the 91st day after initiation of the disabling condition.

## **ARTICLE 13 GENERAL**

**Section 1. Job Classification and Salary Schedule.** Classification and Salary Structure shall be set forth in Schedule "A" attached hereto and made a part hereof.

**Section 2. New Job Classifications.** When a new job is created which cannot properly be placed in an existing classification, the Employer, upon determining the requirements thereof, shall establish a new classification and shall promptly furnish the Chapter Chairperson with a copy of the job description and pay rate. If the Union desires to negotiate concerning the rate so established, it shall notify the Employer of that fact within five (5) working days after such notification, and the parties will arrange a special conference on the matter, otherwise, they shall become permanent.

ARTICLE XIV

RETIREMENT/HEALTH INSURANCE/LONGEVITY

Section 1. Retirement Plan.

For full-time and regular part-time employees hired between April 1, 2007 and December 31, 2015 the program of retirement benefits provided in Plan B-4 and FAC-3 with the F55 (20) waiver of the Michigan Municipal Employees' Retirement System shall be in effect. Under this retirement program, employees as of 1/1/11 will contribute 3.0% of their income each year.

Effective January 1, 2016, the program of retirement benefits for all new full-time and regular part-time employees covered by this agreement shall be the MERS 1.50% retirement at age 55 (25) Hybrid Plan. Under this plan the County will pay the defined benefit cost of the plan while the employee will pay up to 3% into the defined contribution plan. The County will match up to 3% into the employees defined contribution plan.

MERS Health Care Savings Program (HCSP)- the Employer will make available the Health Care Savings Program offered through MERS to all eligible employees.

Section 2. Group Insurance.

(a) Hospitalization - Surgical - Medical. The Employer will make available for all eligible employees who elect to participate, a group insurance program covering certain hospitalization, surgical and medical expenses. The insurance program shall be on a voluntary basis for eligible employees. The cost of the required monthly premium for coverage under the insurance program becomes effective within thirty (30) days following date of hire. Other specific terms and conditions governing the group insurance program, including termination and continuance of coverage provisions, are set forth in detail in the master policies and agreements issued by the insurance carrier.

The County will provide the employee the ability to choose one of 10 plans available from BC/BS Glide Path product under Menu "B" with prescription rider Rx 2. The County will pay the State of Michigan designated "Hard Cap" as established under P.A. 152 of 2011 as amended and released by the State of Michigan each year for One Person, Two Person or Family Coverage or up to the cost of the Blue Care Network HMO 250 Plan cost for One Person, Two Person or Family Plan whichever is less for medical and prescription coverage to eligible employees:

Any additional costs for the plan selected by the employee, shall be the responsibility of the employee and shall be deducted on a pre-tax basis from the employees pay check each pay.

The County will continue to pay in full the cost of the current Dental and Vision plan coverage or equivalent for 2016.

Beginning January 1, 2017, the County will provide the employee the ability to choose from Blue Cross/Blue Shield's Glide Path product a Dental and Vision Plan. The County will pay up to the cost of the Glide Path Blue Dental 50/50/50 Plan for dental coverage and up to the cost of the Blue Vision 12/24/24 Plan for vision coverage. Any additional costs for a plan selected by the employee, shall be the responsibility of the employee and shall be deducted on pre-tax basis from the employee's pay check each pay.

For employees hired on or after April 1, 2001, the County will provide the health insurance listed in the previous paragraphs for the employee spouse and/or dependents as follows:

- Beginning January 1, 2016, provide coverage for employee within (30) days of hire. Provide spouse and/or dependents coverage after 3 years of continuous service by employee on the next open enrollment date.
- Beginning January 1, 2017, provide coverage for employee within (30) days of hire. Provide spouse and /or dependents coverage after 2 years of continuous service by employee on the next open enrollment date.
- Beginning January 1, 2018, provide coverage for employee within (30) days of hire. Provide spouse and/or dependents coverage after 1 year of service on the next open enrollment date.

The employee may purchase health insurance for their spouse and/or dependents on a pre-tax basis. An employee may not be enrolled in both the County's and their spouse's coverage.

(b) Opt out provision. Full-time employees who provide proof that his/her spouse has health insurance may opt out, and receive payment provided that they opt out for a period of six (6) months. At the employee's option, employees may direct that the semi-annual payment be placed in the deferred compensation plan. Employees may re-enter during the six-month period and receive a pro rata payment, if their spouse loses health insurance.

For employees that opt out payment will be 35% of the premium savings or \$5,000, whichever is lower.



# Cheboygan County Board of Commissioners' Meeting

February 9, 2016

**Title:** 2016 Salary & Wage Resolution - Non-Union General Employees #16-01 – Amendment #1

**Summary:** NEMCOG has identified that their employee providing case management services to the Drug Court by contract will be retiring in March. The position is funded through the Byrne Justice Grant. Judge Pavlich has requested that the position be reviewed as a County employee at 40 hours a week. A cost analysis identified that the position could be a County position with the benefits of providing increased hours of case management service capacity to the program (increasing from 32 to 40) as well as direct oversight at the same cost or lower than the NEMCOG Agreement of \$69,888 with a starting wage set between \$15-\$20.16 per hour. This position will be advertised as a grant funded position that will not be covered by Cheboygan County General Funds if the grant award is not received in future periods.

**Financial Impact:** To be determined, depending on starting wage and insurance requirements, not to exceed the amount available in the current budget of \$69,888.

**Recommendation:** Adopt Amendment #1 to the 2016 Salary and Wage Resolution – Non-Union General Employee #16-01 to be effective March 1, 2016, and authorize the Chair to sign.

**Prepared by:** Kari Kortz and Jeffery  
B. Lawson

**Department:** Finance/Administration

Amendment #1 to the 2016 Salary and Wage Resolution  
 Non-Union General Employees  
 Approved 16-01 on January 12, 2016

<b>CIRCUIT COURT - DRUG COURT</b>	<b>Number of Positions</b>	<b>Hours per Work Week</b>	<b>Hours per Year</b>	<b>2016 Salary or Hourly Rate</b>	<b>2016 Increase %</b>	<b>2016 Increase \$</b>	<b>2016 Salary or Hourly Rate</b>
Case Manager (f)	1	40	2080		New Position		\$15.00 - \$20.16

(f) Subject to available funding. This position will not be funded by General Fund operating revenue.

*Adopted by the Cheboygan County Commissioners on the following date to be effective March 1, 2016.*

Signed by: \_\_\_\_\_  
 Peter Redmond, Chairperson

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



# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

**Title:** AIA Agreement with Wise Heating and Cooling - Phase II Animal Shelter.

**Summary:** The County issued sealed bid request for heating and cooling system for the Phase II improvements to the Animal Shelter Building located at 1536 Hackelburg Road, Cheboygan MI. The County received four proposals: The low bid was received by Wise Heating and Cooling in the amount of \$17,613.

**Financial Impact:** \$17,613 to complete work.

**Recommendation:** Approve AIA Document A 105-2007 Standard Form Agreement in the amount of \$17,613 with Wise Heating and Cooling and authorize the Chairperson to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

 **Document A105™ – 2007**

**Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project**

**AGREEMENT** made as of the 9th day of February in the year 2016  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Cheboygan County  
870 South Main  
Cheboygan, MI 49721  
Telephone Number: 231-627-8406

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

Wise Heating and Cooling Inc..  
2268 S M-76  
West Branch, MI 49661

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

Cheboygan County Animal Shelter, Phase II Part 1 HVAC System Design Build  
1536 East Hackelburg Road  
Cheboygan, MI 49721

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

The Architect Forum, Limited Liability Company  
707 North Huron, Ste. #2  
P.O Box 548  
Mackinaw City, Michigan 49701  
Telephone Number: 231-436-7376  
Fax Number: 231-436-7382

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
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- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated December 8, 2015, and enumerated as follows:

Drawings:

Number	Title	Date
Job # 1419	Cheboygan County Animal Shelter- HVAC System Design Build.	08 Dec 15

Specifications:

Section	Title	Pages
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- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
None		

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than April 15, 2016.  
*(Insert the date of commencement, if it differs from the date of this Agreement.)*

Date of commencement to be mutually agreed upon by both parties.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Seventeen thousand six hundred thirteen dollars and no cents. (\$ 17,613.00 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of Work	Value
Not applicable	

§ 3.3 Unit prices, if any, are as follows:  
*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Not applicable	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 4 PAYMENT**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Submitted by the 25th of each month payment to be made by the 20th of the following month. Retainage to be held for each payment is 10%.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. This Section is not applicable.

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:  
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
General Liability	\$1,000,000.0
Michigan's Works' Compensation	As required y the State of Michigan

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are hereby acknowledged to be the property of the Owner for all purposes. The Owner hereby reserves the right to determine how those documents are used by the Contractor, subcontractors, and sub-subcontractors for both this Project and for any other purpose.

## ARTICLE 7 OWNER

### § 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

**§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

**§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

**ARTICLE 8 CONTRACTOR**

**§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

**§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

**§ 8.4 LABOR AND MATERIALS**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Init.

**§ 8.5 WARRANTY**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

**§ 8.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

**§ 8.7 PERMITS, FEES AND NOTICES**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

**§ 8.8 SUBMITTALS**

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 8.9 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

**§ 8.10 CUTTING AND PATCHING**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**§ 8.11 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

**§ 8.12 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### § 12.2 APPLICATIONS FOR PAYMENT

*(Paragraph deleted)*

§ 12.2.1 Application for each progress payment, shall be made in the manner defined in Article 4.1. The Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to

payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

### § 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## **ARTICLE 14 CORRECTION OF WORK**

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 TESTS AND INSPECTIONS**

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

### **§ 15.3 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 TERMINATION BY THE CONTRACTOR**

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### **§ 16.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate the contract of the Contractor and may

Init.

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

See Bid submitted by Tri-County Excavating Group, L.L.C., attached hereto

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
OWNER *(Signature)*

Peter Redmond, Chair-Cheboygan County  
Commission  
870 South Main  
Cheboygan, MI 49721

*(Printed name, title and address)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

Ronald Vittitow General Manager  
2268 S. M-76  
West Branch, MI 49661

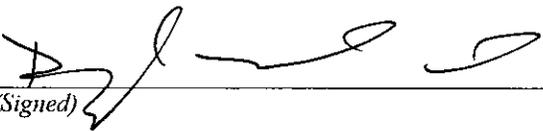
*(Printed name, title and address)*

LICENSE NO.:  
JURISDICTION:

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David McFarland, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:39:39 on 02/05/2016 under Order No. 6253708622\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

PROJECT MANAGER  
(Title)

2.5.2016  
(Dated)

**INVITATION TO BID  
CHEBOYGAN COUNTY  
ANIMAL SHELTER HVAC SYSTEM DESIGN BUILD**

**PROJECT DESCRIPTION:**

The project "CHEBOYGAN COUNTY ANIMAL SHELTER, HVAC SYSTEM DESIGN BUILD" shall be completed as 1 contract.

**1. Work Scope**

The project consists of design supply and install the HVAC system to performance specifications supplied by The Architect Forum for two distinct spaces in the project addition of a storage area and animal lost and found kennels. The storage area system is to consist of infrared heating tube system and separate fresh air supply system to prevent CO/CO2 buildup above code acceptable limits. The second system is to provide mechanical systems for the lost and found kennels and euthanasia room. This system will require ample amounts of fresh air exchange to minimize animal odors associated with indoor kennels. The use of an HRV or ERV is required to minimize heating and cooling costs.

**2. Design Build:**

Following selection as the successful bidder, the contractor shall provide to The Architect Forum specifications and materials used including size of duct work, diffusers, piping, etc. for performance review, permitting and project record documents.

**PROJECT LOCATION:**

Cheboygan County Animal Shelter, 1536 Hackelburg Rd, Cheboygan, MI 49721

**PUBLIC OPENING:**

**Sealed bids will be received at:**

Cheboygan County Administrators Office  
871 South Main  
Cheboygan, MI 49721

Until 2:00 P.M. local time, Thursday, January 28, 2016, directly after which the bids will be publicly opened and read aloud.

**EACH BIDDER IS REQUIRED TO VISIT THE SITE TO ENSURE UNDERSTANDING THE PROJECT SCOPE.** The contractor, by submitting the bid to the county acknowledges the site has been inspected.

**BASIS OF BIDS:**

Bids are solicited on a Lump Sum basis for the work items specified.

**CONTRACT DOCUMENTS:**

Electronic Contract Documents or printed plans may be obtained on the Cheboygan County Web Site Link at "Departments and Services Bid Requests", Or at the offices of The Architect Forum, 707 North

Huron, Mackinaw City, MI 49701, or via e-mail at [archforum@sbcglobal.net](mailto:archforum@sbcglobal.net). Paper copies of the plans are available for \$10.00 plus shipping and handling.

**BID WITHDRAWAL:**

Withdrawal of any bid is prohibited for a period of 45 days after the actual date of opening thereof.

**OWNERS RIGHTS:**

Reservation of Rights. The OWNER reserves the right to: accept the bid deemed to be in the best interest of the OWNER; reject any and all bids; waive irregularities in the bidding process or in any bid; rebid all or part of a project; negotiate with any bidder for a reduced price, or for an increased price to

include any alternates that the bidder may propose; reduce the scope of the project, and rebid or renegotiate with any bidder regarding the revised project; and defer or abandon the project. The OWNER also reserves the right to request supplemental information, if deemed necessary.

Disclosure of Bid Responses. All information in a bidder's proposal, including any attachments or exhibits, is subject to possible disclosure under the Michigan Freedom of Information Act. Any information submitted in response to the bid will generally be subject to disclosure at the time the bids are opened.

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The Architect Forum  
David McFarland – Project Director

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**BID FORM  
CHEBOYGAN COUNTY  
ANIMAL SHELTER HVAC SYSTEM DESIGN BUILD**

Lump Sum amount for the HVAC SYSTEM DESIGN BUILD:

Site Work  
Bid Amount:  
Lump Sum

Words: Seventeen thousand six hundred thirteen dollars and

Amount: \$17,613.00 no cents.

Contractor  
Name:

Wise Heating & Cooling Inc.

Address:

2268 S. M-76 West Branch, MI 48661

Phone Number:

989-345-0680

Fax Number:

989-345-3861

e-mail address:

wise.heating@yahoo.com

Authorized Signature:

Ronald E. Calkins

Title:

general manager

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

Agreement made as the day of February 9th, 2016,

Between the Owner: Cheboygan County  
871 South Main  
Cheboygan, MI 49721

And the Contractor:

The project is: Cheboygan County Animal Shelter  
1536 Hackelburg Rd  
Cheboygan, MI 49721

The Owner and Contractor set forth as below:

**ARTICLE 1**

**WORK OF THIS CONTRACT**

1. The Contractor shall execute the Work described in the Contract Documents.
- 1.1. Contract documents shall include the Invitation to Bid, Sheet C2.0, and Addendum #1.
- 1.2. Contract documents shall also include specifications included on the drawings and all addenda issued.
- 1.3. The Owner and Contractor may also amend this contract as follows: None

**ARTICLE 2**

**DATE OF COMMENCEMENT & SUBSTANTIAL COMPLETION**

- 2.1.1 The date of commencement is the date this contract is signed by both parties unless stated differently as follows: N/A.
- 2.1.2 The date of substantial completion shall be as stated in the Invitation for Bid unless stated differently as follows April 15th, 2016.

**ARTICLE 3**

**CONTRACT SUM**

- 3.1 The Owner shall pay the Contractor for the Contractor's execution of the Work the sum of:  
\$ 4,700.00
- 3.2 Application and Certification for Payment schedule will be due no later than the 25th day of each month and payment will be within (15) business days from approval of pay application.
- 3.3 This Contract is based on the "Bid for Lump Sum Contract" dated January 28th, 2016, as submitted by: Wise Heating + Cooling Inc.

**ARTICLE 4**

**FINAL PAYMENT**

- 4.1.1 Final payment shall be made to the Contractor when the Work has been fully completed and the conditions of the Contract met according to the designated representative of the Owner.

**ARTICLE 5**

**ALTERNATES OR CHANGES**

- 5.1.1 State any changes or alternates to the construction drawings and contract documents, if any:  
NONE

**ARTICLE 6  
OTHER CONDITIONS OR PROVISIONS**

- 6.1 A final walk thru to verify completion of work as stated in contract documents will be done by The Architect Forum, the owner, and the contractor prior to final payment. Any items not in compliance with contract documents will require re-work at the contractor's expense before final payment will be issued.

**ARTICLE 7  
CIVIL RIGHT ACTS COVENANT**

- 7.1 The contractor must comply with the requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act) and 1976 PA 220 (Persons with Disabilities Civil Rights Act), as amended.
- 7.2 Contractor and his sub-contractors 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, natural origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant will be considered as a material breach of the contract.

**ARTICLE 8  
DISPUTE RESOLUTION**

8. Initial decision maker: The Architect will serve as Initial Decision

**ARTICLE 9  
TERMINATION OR SUSPENSION OF THE CONTRACT**

- 9.1 Termination by the Contractor
- 9.1.1 The Contractor may terminate the contract if the work is stopped for a period of 30 consecutive days through no act or fault of the contractor or a subcontractor, sub-subcontractor or their agents or employees or any other person or entities performing portions of the work under direct or indirect contract with the Contractor, for any of the following reason:
1. Issuance of an order of a court or other public authority having jurisdiction that requires all work to be stopped;
  2. An act of government, such as declaration of national emergency that requires all Work to be stopped;
  3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification, or because the Owner has not made payment on a Certificate of Payment within the time state in the Contract Documents.
- 9.2 Termination by the Owner
- 9.2.1 The owner may terminate the Contract if the Contractor
1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors
  3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authority; or
  4. otherwise is guilty of substantial breach of a provision of the Contract documents.

Agreement entered into as of the date written above.

**OWNERS REPRESENTATIVE**

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

\_\_\_\_\_  
title

**CONTRACTOR**

*Ronald E. Vittitow*  
\_\_\_\_\_  
signature

Ronald E. Vittitow  
\_\_\_\_\_  
printed name

general manager  
\_\_\_\_\_  
title





# Cheboygan County

## Board of Commissioners' Meeting

February 9, 2016

**Title:** AIA Agreement with Wise Heating and Cooling – Reid Building Women's Resource Center.

**Summary:** The County issued sealed bid request for a heating and cooling system for the Women's Resource Center Office in the Reid Building located at 825 South Huron Street, Cheboygan MI. The County received four proposals: The low bid was received by Wise Heating and Cooling in the amount of \$12,991.78.

**Financial Impact:** \$12,991.78 to complete work.

**Recommendation:** Approve AIA Document A 105-2007 Standard Form Agreement in the amount of \$12,991.78 with Wise Heating and Cooling and authorize the Chairperson to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

# AIA<sup>®</sup> Document A105<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 9th day of February in the year 2016  
(In words, indicate day, month and year.)

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

Cheboygan County  
870 South Main  
Cheboygan, MI 49721  
Telephone Number: 231-627-8406

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

Wise Heating and Cooling Inc..  
2268 S M-76  
West Branch, MI 49661

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

Cheboygan County Doris Reed Building WRC- HVAC System Design Build  
1536 East Hackelburg Road  
Cheboygan, MI 49721

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

The Architect Forum, Limited Liability Company  
707 North Huron, Ste. #2  
P.O Box 548  
Mackinaw City, Michigan 49701  
Telephone Number: 231-436-7376  
Fax Number: 231-436-7382

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated January 5, 2016 , and enumerated as follows:

Drawings:

Number	Title	Date
Job # 1505	Cheboygan County Doris Reed Building WRC- HVAC System Design Build.	05 JAN 16

Specifications:

Section	Title	Pages
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- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
None		

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than April 15, 2016.  
*(Insert the date of commencement, if it differs from the date of this Agreement.)*

Date of commencement to be mutually agreed upon by both parties.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Twelve thousand nine hundred ninety-one dollars and seventy-eight cents. (\$ 12,991.78 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of Work	Value
Not applicable	

§ 3.3 Unit prices, if any, are as follows:  
*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Not applicable	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 4 PAYMENT**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Submitted by the 25th of each month payment to be made by the 20th of the following month. Retainage to be held for each payment is 10%.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. This Section is not applicable.

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:  
*(Insert specific insurance requirements and limits.)*

Type of insurance	Limit of liability (\$0.00)
General Liability	\$1,000,000.0
Michigan's Works' Compensation	As required y the State of Michigan

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are hereby acknowledged to be the property of the Owner for all purposes. The Owner hereby reserves the right to determine how those documents are used by the Contractor, subcontractors, and sub-subcontractors for both this Project and for any other purpose.

## ARTICLE 7 OWNER

### § 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

**§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

**§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

**ARTICLE 8 CONTRACTOR**

**§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

**§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

**§ 8.4 LABOR AND MATERIALS**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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#### **§ 8.5 WARRANTY**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

#### **§ 8.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

#### **§ 8.7 PERMITS, FEES AND NOTICES**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

#### **§ 8.8 SUBMITTALS**

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### **§ 8.9 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

#### **§ 8.10 CUTTING AND PATCHING**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### § 12.2 APPLICATIONS FOR PAYMENT

*(Paragraph deleted)*

§ 12.2.1 Application for each progress payment, shall be made in the manner defined in Article 4.1., The Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to

payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

### § 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

**ARTICLE 14 CORRECTION OF WORK**

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor’s other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

**§ 15.2 TESTS AND INSPECTIONS**

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

**§ 15.3 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

**ARTICLE 16 TERMINATION OF THE CONTRACT**

**§ 16.1 TERMINATION BY THE CONTRACTOR**

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate the contract of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

See Bid submitted by Wide Heating and Cooling, Inc, attached hereto

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
OWNER *(Signature)*

Peter Redmond, Chair-Cheboygan County  
Commission  
870 South Main  
Cheboygan, MI 49721

*(Printed name, title and address)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

Ronald Vittitow General Manager  
2268 S. M-76  
West Branch, MI 49661

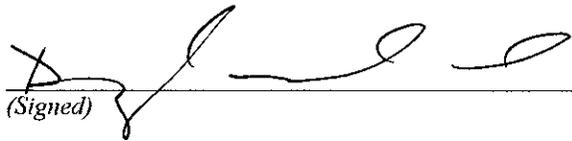
*(Printed name, title and address)*

LICENSE NO.:  
JURISDICTION:

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David McFarland, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:35:56 on 02/05/2016 under Order No. 6253708622\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

*Project Director*  
\_\_\_\_\_  
(Title)

*2.5.2016*  
\_\_\_\_\_  
(Dated)

**INVITATION TO BID  
CHEBOYGAN COUNTY  
REED BUILDING WRC  
HVAC SYSTEM DESIGN BUILD**

**PROJECT DESCRIPTION:**

The project "CHEBOYGAN COUNTY REED BUILDING WRC HVAC SYSTEM DESIGN BUILD" shall be completed as 1 contract.

**1. Work Scope**

The project consists of design supply and install the HVAC system to performance specifications supplied by The Architect Forum for Women's Resource Center Renovation. The system is to provide mechanical systems for the offices, waiting, rest room, and conference room. The use of an HRV or ERV is required to minimize heating and cooling costs.

**2. Design Build:**

Following selection as the successful bidder, the contractor shall provide to The Architect Forum specifications and materials used including size of duct work, diffusers, piping, etc. for performance review, permitting and project record documents.

**PROJECT LOCATION:**

Cheboygan County Doris Reed Building, 825 S. Huron Street, Cheboygan, MI 49721

**PUBLIC OPENING:**

**Sealed bids will be received at:**

Cheboygan County Administrators Office  
871 South Main  
Cheboygan, MI 49721

Until 2:00 P.M. local time, Thursday, January 28, 2016, directly after which the bids will be publicly opened and read aloud.

**EACH BIDDER IS REQUIRED TO VISIT THE SITE TO ENSURE UNDERSTANDING THE PROJECT SCOPE.** The contractor, by submitting the bid to the county acknowledges the site has been inspected.

**BASIS OF BIDS:**

Bids are solicited on a Lump Sum basis for the work items specified.

**CONTRACT DOCUMENTS:**

Electronic Contract Documents or printed plans may be obtained on the Cheboygan County Web Site Link at "Departments and Services Bid Requests", Or at the offices of The Architect Forum, 707 North

Huron, Mackinaw City, MI 49701, or via e-mail at [archforum@sbcglobal.net](mailto:archforum@sbcglobal.net). Paper copies of the plans are available for \$10.00 plus shipping and handling.

**BID WITHDRAWAL:**

Withdrawal of any bid is prohibited for a period of 45 days after the actual date of opening thereof.

**OWNERS RIGHTS:**

**Reservation of Rights.** The OWNER reserves the right to: accept the bid deemed to be in the best interest of the OWNER; reject any and all bids; waive irregularities in the bidding process or in any bid; rebid all or part of a project; negotiate with any bidder for a reduced price, or for an increased price to include any alternates that the bidder may propose; reduce the scope of the project, and rebid or renegotiate with any bidder regarding the revised project; and defer or abandon the project. The OWNER also reserves the right to request supplemental information, if deemed necessary.

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**Disclosure of Bid Responses.** All information in a bidder's proposal, including any attachments or exhibits, is subject to possible disclosure under the Michigan Freedom of Information Act. Any information submitted in response to the bid will generally be subject to disclosure at the time the bids are opened.

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The Architect Forum  
David McFarland – Project Director

**BID FORM  
CHEBOYGAN COUNTY  
REED BUILDING WRC  
HVAC SYSTEM DESIGN BUILD**

Lump Sum amount for the HVAC SYSTEM DESIGN BUILD:

Site Work  
Bid Amount:  
Lump Sum

Words: Twelve thousand nine hundred ninety one dollars and seventy eight cents.

Amount: \$ 12,991.78

Contractor

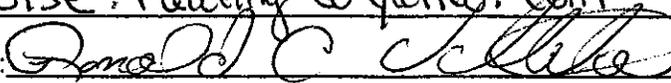
Name: Wise Heating & Cooling Inc.

Address: 2268 S. M-76 West Branch, MI 48661

Phone Number: 989-345-0680

Fax Number: 989-345-3861

e-mail address: wise.heating@yahoo.com

Authorized Signature: 

Title: general manager

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

Agreement made as the day of February 9th, 2016,

Between the Owner: Cheboygan County  
871 South Main  
Cheboygan, MI 49721

And the Contractor:

The project is: Cheboygan County Doris Reed Building  
WRC HVAC System Design Build  
825 S. Huron Street, Cheboygan, MI 49721

The Owner and Contractor set forth as below:

**ARTICLE 1**

**WORK OF THIS CONTRACT**

1. The Contractor shall execute the Work described in the Contract Documents.
- 1.1. Contract documents shall include the Invitation to Bid, Sheet C2.0, and Addendum #1.
- 1.2. Contract documents shall also include specifications included on the drawings and all addenda issued.
- 1.3. The Owner and Contractor may also amend this contract as follows: None

**ARTICLE 2**

**DATE OF COMMENCEMENT & SUBSTANTIAL COMPLETION**

- 2.1.1 The date of commencement is the date this contract is signed by both parties unless stated differently as follows: N/A.
- 2.1.2 The date of substantial completion shall be as stated in the Invitation for Bid unless stated differently as follows April 15th, 2016.

**ARTICLE 3**

**CONTRACT SUM**

- 3.1 The Owner shall pay the Contractor for the Contractor's execution of the Work the sum of:  
\$ 4,000.00
- 3.2 Application and Certification for Payment schedule will be due no later than the 25th day of each month and payment will be within (15) business days from approval of pay application.
- 3.3 This Contract is based on the "Bid for Lump Sum Contract" dated January 28th, 2016, as submitted by: Wise Heating & Cooling Inc.

**ARTICLE 4**

**FINAL PAYMENT**

- 4.1.1 Final payment shall be made to the Contractor when the Work has been fully completed and the conditions of the Contract met according to the designated representative of the Owner.

**ARTICLE 5**

**ALTERNATES OR CHANGES**

- 5.1.1 State any changes or alternates to the construction drawings and contract documents, if any:  
NONE

## ARTICLE 6

### OTHER CONDITIONS OR PROVISIONS

- 6.1 A final walk thru to verify completion of work as stated in contract documents will be done by The Architect Forum, the owner, and the contractor prior to final payment. Any items not in compliance with contract documents will require re-work at the contractor's expense before final payment will be issued.

## ARTICLE 7

### CIVIL RIGHT ACTS COVENANT

- 7.1 The contractor must comply with the requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act) and 1976 PA 220 (Persons with Disabilities Civil Rights Act), as amended.
- 7.2 Contractor and his sub-contractors 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, natural origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant will be considered as a material breach of the contract.

## ARTICLE 8

### DISPUTE RESOLUTION

8. Initial decision maker: The Architect will serve as Initial Decision

## ARTICLE 9

### TERMINATION OR SUSPENSION OF THE CONTRACT

#### 9.1 Termination by the Contractor

- 9.1.1 The Contractor may terminate the contract if the work is stopped for a period of 30 consecutive days through no act or fault of the contractor or a subcontractor, sub-subcontractor or their agents or employees or any other person or entities performing portions of the work under direct or indirect contract with the Contractor, for any of the following reason:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all work to be stopped;
2. An act of government, such as declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification, or because the Owner has not made payment on a Certificate of Payment within the time state in the Contract Documents.

#### 9.2 Termination by the Owner

- 9.2.1 The owner may terminate the Contract if the Contractor

1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors
3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract documents.

Agreement entered into as of the date written above.

**OWNERS REPRESENTATIVE**

\_\_\_\_\_  
signature

\_\_\_\_\_  
printed name

\_\_\_\_\_  
title

**CONTRACTOR**

  
signature

Ronald C. Vittitow  
printed name

general manager  
title

# Capability Statement

**Wise Heating & Cooling Inc.**

Woman Owned Small Business: Deborah Vittitow

DUNS: 95-786-3814

CAGE Code: 7FMH4

NAICS Codes: 238220                      238290                      423730

811310                      423720

Contact: Ronald Vittitow, Vice President, Operations Manager

wise.heating@yahoo.com

Phone: 989-345-0680

## Core Competencies

Wise Heating & Cooling Inc. technicians and professionals provide its government, commercial, and industrial clients with a broad range of services. Our industry trained technicians and professionals provide customized services, replacement and installations for your heating, ventilation, air conditioning, refrigeration and indoor air quality system needs.

### Our Services:

- HVAC-R System Sales, Design, Installation and Repair
- Controls
- Piping
- Walk-In and Reach-In Cooler/Freezer Sales, Installation and Repair
- Equipment certification
- Geothermal installation and service
- Roof Top Unit Installation and repair
- Proactive Facility Preventative Maintenance and Service

## Company Data

Wise Heating & Cooling Inc. is a northeast Michigan family owned and operated corporation established in 2002. Prior to 2002 our years of expertise as a full service mechanical contractor goes back to 1963. Wise Heating & Cooling Inc. employs 11 team-oriented, client service driven key personnel. Our business history includes numerous projects valued from \$2500 to \$500,000.

- Mechanical Contractors Lic: 7116776 and 7105964, Boilers Lic 3148601B, Builders Lic 2101195027 and 21011526935
- NATE Certified: 4685428
- EPA Cert #: 546289539810
- United Assoc. BTJ Pipefitter/Refrigeration # 1317612

## Past Performance

**Alpena Public Safety Facility:** 2015, Installation of HVAC System Components and Appurtenantes, Richard Sullenger, City Engineer, [RichS@alpena.mi.us](mailto:RichS@alpena.mi.us)  
989-354-1730

**Rose City Library:** Ongoing maintenance, service and repair, A/C Installation, Ogemaw District Library, Jeanette Leathorn, Director, 989-685-3300

**Ogemaw County Correctional Facility:** Ongoing maintenance, service and repair, Ogemaw County Correctional Facility, Brian Osier, Administrator, [boiser@ogsh.org](mailto:boiser@ogsh.org), 989-345-5908 ext. 106

**Boy Scouts of America:** Ongoing maintenance, service and repair, Michigan Crossroads Council, David Gray, Director, 989-873-1516

**Ogemaw County Department of Human Services:** Ongoing maintenance, service and repair, Installation of initial roof top units and boilers, Steve Scott, Property Manager, [stevescott6440@gmail.com](mailto:stevescott6440@gmail.com), 989-835-6440

## Differentiation

Wise Heating & Cooling Inc. is a veteran owned and woman owned enterprise. We practice ethics of hard work and quality work but leverage best business practices as we work to achieve success on behalf of our clients.

Our capabilities include a wide range of HVAC processes. Wise Heating & Cooling Inc. coordinates and provides engineers, electricians, construction managers, business professionals, and skilled tradesman, experienced in each area of the HVAC process that will be required for success within the scope of work typically presented by the contracts we are awarded.

We have a strong choice of subcontractors, suppliers, vendors and consultants. This helps support our project by developing long term relationships with highly talented subcontractors and suppliers in our area of operations.

Wise Heating receives exemplary reviews where performance, cost controls, quality workmanship and timeliness are concerned.

**Wise Heating & Cooling Inc., 2268 S M-76, West Branch, MI 48661, Tel 989-345-0680, Fax 989-345-3861**  
[wise.heating@yahoo.com](mailto:wise.heating@yahoo.com), [www.wiseheating.com](http://www.wiseheating.com)