



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.

Committee of the Whole Meeting

August 28, 2018

9:30 a.m.

Agenda

1. Call to Order
2. Roll Call
3. Invocation/Pledge of Allegiance
4. Approve Agenda
5. **CITIZENS COMMENTS** (3 minutes)
6. **SCHEDULED VISITORS/DEPARTMENT REPORTS**
 - A. Life Saving Award – Deputy Jeremy Runstrom (100 Club – Dick Kolb)
 - B. Cheboygan Carnegie Heritage Project – Mary Hebert
 - C. Sheriff Dale Clarmont – Sheriff's Department 2017 Annual Report
7. **ADMINISTRATOR'S REPORT**
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - A. SRR
 1. MDOT Revised Resolution of Intent #18-12 – 2019 Annual Budget Application Revision
 2. MDOT Contract 2017-0032/P7 – 5310 FY 2018 Enhanced Mobility of Seniors and Individuals with Disabilities Program (Bus Purchase)
 3. MDOT Contract 2017-0032-/P5/R1 – 5311 FY 2018 Operating Funds
10. **BOARD MATTERS FOR DISCUSSION**
11. **CITIZENS COMMENTS**
12. **BOARD MEMBER COMMENTS**
13. **ADJOURN TO THE CALL OF THE CHAIR**



CHEBOYGAN COUNTY SHERIFF DEPARTMENT

DALE V. CLARMONT
SHERIFF

TIMOTHY C. COOK
UNDERSHERIFF

870 S. Main St.
Cheboygan, MI 49721

231-627-3155
Fax: 231-627-8880
sheriff@cheboygancounty.net

Brenda Beckwith
Jail Administrator

Jodi Beauchamp
Administrative Assistant

Cheboygan County Board of Commissioners' Meeting August 28, 2018

Title: 2017 Cheboygan County Sheriff Department Annual Report	
Summary: The annual report of the Cheboygan County Sheriff Department for the Board of Commissioners and County Administrator's review.	
Financial Impact: None, Informational Only.	
Recommendation: N/A	
Prepared by: Sheriff Dale V. Clarmont	Department: Cheboygan County Sheriff Department



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Date: August 28, 2018
To: Cheboygan County Board of Commissioners
Administrator Jeff Lawson
Ref: **2017 Annual Sheriff Department Report**

Through cooperation and mutual respect, I believe we have moved and continue to move our Sheriff Department forward with utmost professionalism and fiscal responsibility.

Cheboygan County Sheriff Department 2017 Budget

Approved Expenditures	\$	3,855,526
Actual Expenditures	\$	<u>3,720,639</u>
Unexpended Balance (3% of approved expenditures)	\$	134,887

Cheboygan County Sheriff Department Jail Division Revenues

• Diverted Felon fees	\$	23,385
• Inmate telephone	\$	14,698
• In-county boarding fees	\$	50,698
• Social Security Finders Fee	\$	13,400
• Work Release	\$	26,120
• Prisoner Medical	\$	3,239
• DOC / Transport Reimbursement	\$	3,489
• Commissary Fund	\$	153,358
• Corrections Officer Training Fund	\$	8,039
• Drunk Driver Assessment	\$	2,660
• Drug screens	\$	606
• Work Site Fee	\$	4,428



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• Worker Participant Fee	\$	6,275
• Tether Fees	\$	930
• All others (PBT, Reports, Prints, Transports, DNA)	\$	2,450
Total Jail Division Revenues	\$	313,775

Cheboygan County Sheriff Department Grants

• Received 416 Secondary Rd Grant	\$	52,359
• Received Stonegarden DHS Grant	\$	32,100
• Received Enforcement Zone	\$	12,983
• Received Officer Training Grants	\$	3,607
• Received DNR Marine Safety Grant	\$	47,900
• Received Snowmobile Safety Grant	\$	8,000
• Received DNR ORV Grant	\$	18,000
• Received Burt/MAPS Local Grant	\$	6,417
• Received K9 Donations	\$	22,600
• Received Lifesaver, VSU and Child ID Donations	\$	500
• All Other Grants	\$	7,661
Total Grant Monies Received	\$	212,127

Cheboygan County Sheriff Department Other Revenues

• Sheriff Wage Reimbursement	\$	135
• Livery Inspections & ORV Ordinance	\$	30
• Drug Forfeitures	\$	3,800
Total Other Revenues	\$	3,965
Total Revenues Generated	\$	529,867



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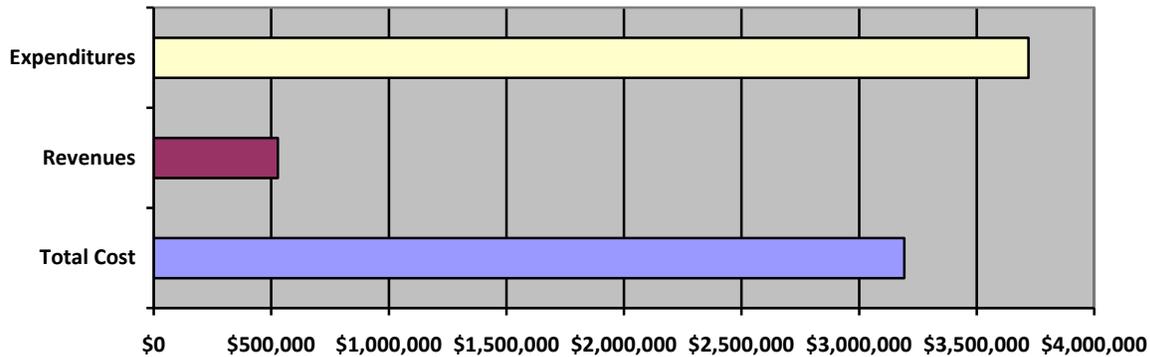
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Cheboygan County Sheriff Department 2017 Total Cost

Actual Expenditures	\$	3,720,639
Revenues Generated	\$	<u>529,867</u>

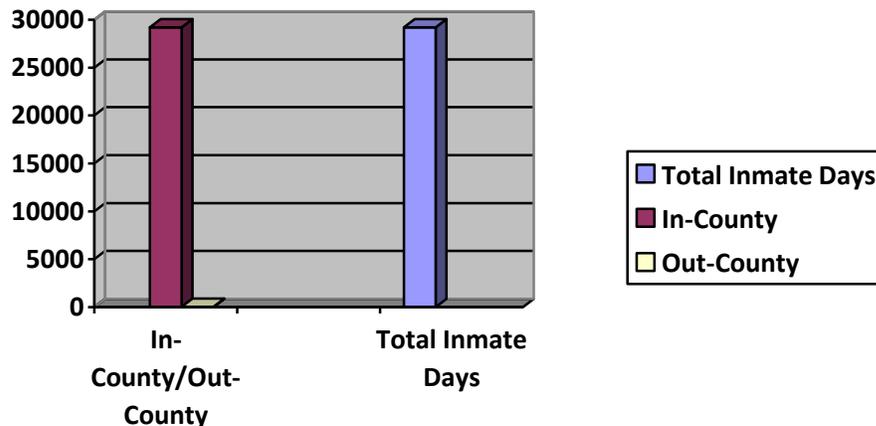
2017 Actual Cost \$ 3,190,772



Cheboygan County Sheriff Department Jail Statistics

Average Inmate totals from January 1, 2017 through December 31, 2017

- Out-County Inmate Days: 0
Average: .00 inmates per day
- In-County Inmate Days: 29,203
Average: 80.01 inmates per day
- Total Inmate Days: 29,203
Average: 80.01 inmates per day





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• Cheboygan County Work Crew Program:

1/01/2017 - 12/31/2017:

- Meals saved: 3,234 @ \$3.40 ea. = \$ 10,996
 - Maintenance Labor: 444 hrs. x \$16.95 = \$ 7,526
 - Approximately 1,078 bed spaces
 - Total Labor Hours: 4,756
- \$ 18,522

Income:

- Participation Fee = \$ 6,275
 - Work Site Fee = \$ 4,428
- \$ 10,703

Total Savings & Income: \$ 29,225

Cost of operation:

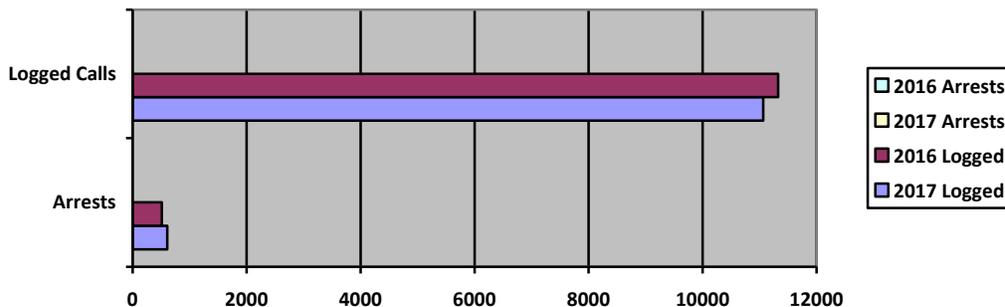
- Total Cost: \$ 25,689

Total Net Savings to Taxpayer: \$ 3,536

Cheboygan County Sheriff Department Community Policing Policies

• Road Patrol Statistics from January 1, 2017 through December 31, 2017

- 2016 Logged calls: 11,328
- 2017 Logged calls: 11,065
- 2016 Arrests: 513
- 2017 Arrests: 605





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- Continuing Cheboygan County Sheriff Department Search and Rescue Team with local Fire Departments:
 - 17 Emergency Response Calls with 100% success
 - Project Lifesaver Program
 - A Child is Missing Program

- Continued effective School Liaison Officer Program for all Cheboygan County Schools:
 - High School Freshman Drug Awareness
 - DARE (5th Grade)
 - TEAM (7th Grade)
 - Truancy / Incurrible / Social Media Bullying

- Continued Effective Marine / ORV / Snowmobile Patrols:
 - Offered Water Safety Courses throughout County Schools
 - ORV Safety Course throughout County Schools
 - Offered Snowmobile Safety Course throughout County Schools

- Continued Department K-9 Unit:
 - Total Calls responded 70
 - Narcotics 33
 - Tracking 14
 - Building search 2
 - Other 98

- Community Education/Committee appointments:
 - Community drug awareness to MTA
 - Presentations at McLaren Hospital for medical staff
 - Drug awareness presentations at Cheboygan County Schools
 - Appointed to 53rd Circuit Court Drug Court Panel
 - Bi-monthly Rx drug abuse task force meetings at NMSAS
 - Appointed 89th Dist Court OWI Court Panel Member

- Continuing Collaborative effort with the Cheboygan County Council on Aging:
 - Senior Safe / Community Awake Program

- Continued Wolverine Substation:
 - Thursdays Hours: 11:00am - 1:00pm



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- Continued success with Department minimum staffing on holidays
 - 2016 Requested: \$ 73,715 2016 Expended: \$ 65,971
 - 2017 Requested: \$ 75,628 2017 Expended: \$ 68,018

ADMINISTRATOR'S REPORT

8-28-18

Gold Front / Gold Dust
Demolition of Buildings:

The Contractor has completed lot restoration. Once wall roof capping has been completed, quit claim deeds will be prepared to reset the property lines along the walls to place ownership to adjacent property owners. The County is seeking quotes to paint the south wall.

Solid Waste Plan
Amendment:

Based on discussion during the Boards planning session the following items were discussed:

- How to process new request for Type B transfer stations related to definition, siting, approval and number.
- Whether to license solid waste haulers.
- Enforcement

NEMCOG has suggested developing draft platform language concerning the Board of Commissioner's amendment topics to provide to the Solid Waste Planning Committee that will provide direction and also allow NEMCOG to develop a quote for their planning cost. I would recommend prior to activating the Solid Waste Planning Committee that the Board of Commissioners discuss the above topics at a Committee of the Whole Meeting to provide direction to allow draft platform language to be established. Legal counsel can be requested to attend to provide information concerning the above items. The amendment process should also verify existing solid waste disposal facilities and review the fees for siting facilities.

STRAITS REGIONAL
RIDE:

Work continues on the development of a draft agreement for route expansion in Emmet County for launch in 2019.

PLANNING
COMMISSION:

Legal counsel has provided recommended changes to the solar regulation language for revision prior to the Planning Commission setting a public hearing for language consideration.

JAIL RFPs:

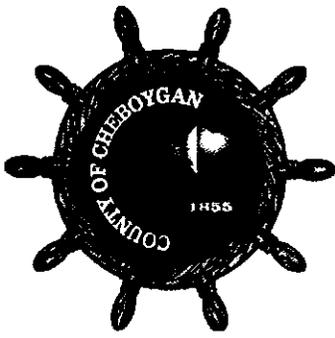
Request For Proposals for a jail security system to control doors and intercoms within the jail as well as installing additional cameras to the new and renovated jail areas are currently out for response. Request for Proposals are also being sought for Inmate Food Services to begin in the new kitchen facility in January 2019.

ANIMAL SHELTER:

Requests for proposals to install mechanical equipment for the heating and cooling system for a portion of the building are scheduled to be opened on Tuesday, August 28, 2018 at 2:00 P.M.

MARINA
ENGINEERING:

The County received a grant from the State of Michigan to remove and replace the fuel tanks and fuel dock at the Marina. The grant project estimate was \$800,000 with \$400,000 from the State and \$400,000 from the County. In July of 2017, the County requested bids from engineering companies to submit design proposal cost. The proposals were placed in the paper, online, in the state plan rooms and sent to various engineering firms. No proposals were received. The County was contacted by Gourdie Fraser of Traverse City, MI that they were interested in the project and would provide the County with a proposal when their schedule permitted. The State of Michigan, Waterways Division was notified and indicated that this process would meet state grant requirements. Gourdie Fraser has provided the County with a proposal which has been reviewed by State Waterway Staff in the amount of \$110,000. This agreement for services will be placed on the September 11, 2018 Agenda for Board consideration.



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Cheboygan County

Board of Commissioners' Meeting

August 28, 2018

Title: 2019 Annual Application, updated Resolution of Intent for revised budget

Summary: Resolution of intent identifies our funding source as Act: (94). Of our local Transportation program that receives it's funding under of Act: 51 of 1951. Identifies our funding sources from Federal dollars as \$238,015.00. State funds of \$\$494,813.00. With estimated Local match of \$ 690,346.00. The Total funding amounts are \$1,423,174.00 for 2019 Operations of SRR. Note, local funds are made up of Contracts, Fare box and other Local Revenues.

Financial Impact: Of the \$ 1,423,174.00 dollars it will take an estimated cost of \$50,102.00 from all three Counties combined to fund 2019 operations for SRR.

Recommendation: Approve 2019 Resolution of Intent #18-12 and authorize the Chair to sign and SRR to send into M-DOT Passenger Transportation Services.

Prepared by: Michael Couture

Department: SRR Director.



Welcome couturem2877

PTMS - TA Forms

TA Form : 3078, Transit Agency: Straits Regional Ride

PRINT

Statewide Transit Agency

Profile

Application

- » Checklist
- » Capital Request
- » Annual Budgeted OARs
- » TA Forms
- » Attachments

Vehicles

Equipment

Facilities

All Operating Reports

Milestone Reporting

Statewide Vehicle

Statewide Equipment

Statewide Facilities

Statewide Capital Requests

Reports

FY 2019 RESOLUTION OF INTENT

The approved resolution of intent to apply for state formula operating assistance for fiscal year 2019 under Act 51 of the Public Acts of 1951, as amended.

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 Act 94 to provide a local transportation program for the state fiscal year of 2019 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 \$ 238,015 * estimated state funds \$ 494,813 * estimated local funds \$ 690,346 * with total estimated expenses of \$ 1,423,174 *

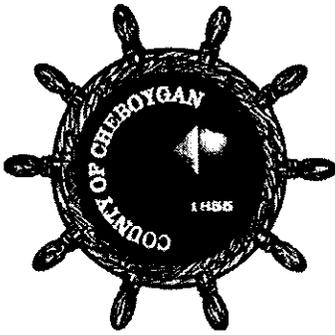
Note: Local funds include farebox and any other local revenue.

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 2019.

I, Clerk / Register of Deeds *(Name) Karen Brewster *(Secretary/Clerk) of 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 August * 2018 * 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



7d

Cheboygan County

Board of Commissioners' Meeting

August 28, 2018

Title: FY 2018 Section 5310 Enhanced Mobility to Seniors and Disabled. M-DOT contract # 2017-0032/P7 Funded from 2018/65150/3120 State and 2018/87750/1120 Federal	
Summary: Section 5310 Enhanced Mobility of Seniors and Individuals with Disability's to purchase of one bus up to (30) foot	
Financial Impact: \$ 53,783 Federal and \$ 13,446 State and (00.00) Local	
Recommendation: Approve the Bus purchase & Authorize the Chair to sign and make the necessary budget adjustments.	
Prepared by: Michael Couture	Department: SRR Director.

Unsigned Copy
For Your Files

Date: June 29, 2018
Agreement No.: 2017-0032
Authorization No.: P7
Job No.: 203711
Agenda: MA

**PROJECT AUTHORIZATION
CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
FY 2018 SECTION 5310
ENHANCED MOBILITY OF SENIORS AND
INDIVIDUALS WITH DISABILITIES PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date:

Authorization Expiration Date: Three years from the effective date of the authorization.

Fiscal Year of Effective Contract Clauses: 2018

The Federal grant associated with the PROJECT AUTHORIZATION is Temporary No. 1207-2018-3/Permanent No. _____.

Award Year: 2018

The Data Universal Numbering System (DUNS) number for the AGENCY is 933776385.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Program is 20.513.

For capital, the AGENCY agrees to prepare and submit to MDOT quarterly milestone reports due 10 days after the end of each quarter. The AGENCY also agrees to submit annual performance reports as required by the Federal Transit Administration.

Timely Expenditure of Funds

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, MDOT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

<u>Line No.</u>	<u>Item</u>	<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
	<u>Revenue vehicles:</u>				
1	One <30 ft replacement bus	11.12.04	\$53,783	\$13,446	\$67,229

Funding sources:

2018/65150/3120 \$53,783 (F)
2018/87750/1120 \$13,446 (S)

PRF No.: 2018-598

CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

Signature

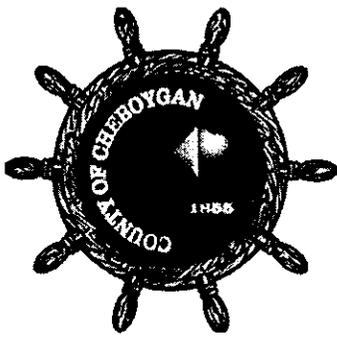
Print Name and Title

Signature

Print Name and Title

MICHIGAN DEPARTMENT OF TRANSPORTATION

Title: Department Director



Cheboygan County

Board of Commissioners' Meeting

92

August 28, 2018

Title: MDOT Project Authorization 2017-0032/P5/R1 5311 FY 2018 Operating funds

Summary: This is the contract that supplies SRR their Federal operating funds to operate. We will be receiving 18.5 percent of our allowable expenses from this contract. This revision is for the balance of these funds to complete 5311 funding for 2018.

Financial Impact: Earlier this year SRR received \$52,216 which was only part of our total request for 2018 funding from the FTA. This revision provides SRR with an additional \$ 116,584.00 in funds bringing the 2018 total federal funds to \$ 168,800.00 completing their 2018 obligation.

Recommendation: Motion to accept MDOT Project authorization 2017-0032/P5/R1 and authorize Chairperson to sign

Prepared by: Michael Couture

Department: Straits Regional Ride

Unsigned Copy
For Your Files

Date: July 25, 2018
Agreement No.: 2017-0032
Authorization No.: P5/R1
Job Nos.: 202322/204124
Agenda: MA

**REVISED PROJECT AUTHORIZATION
CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
FY 2018 SECTION 5311 OPERATING
FORMULA GRANTS FOR
RURAL AREAS PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and the DEPARTMENT. The funds shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: October 1, 2017
Authorization Expiration Date: September 30, 2018
Fiscal Year Effective Contract Clauses: 2018

The Federal grants associated with the PROJECT AUTHORIZATION are Temporary No. 1207-2017-3/Permanent Nos. MI-2017-030-01 and MI-2017-030-02.
Award Year: 2018 Federal Item Number: WK0059

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Rural Areas Program is 20.509.

Funding reflects the amount of funds currently available under the Federal appropriation. If additional funds become available, a grant amendment and PROJECT AUTHORIZATION will be prepared.

Payments to the AGENCY under this PROJECT AUTHORIZATION will be based on 18.5% of the estimated eligible costs. The maximum amount to be paid will not exceed 18.5% of the AGENCY's audited costs. If Section 5311 operating assistance funds are insufficient to reimburse at 18.5% of audited costs, a new reimbursement percentage will be calculated for all participating agencies.

In accordance with Section 7 of the Master Agreement, the dollar amount for third party contracts as identified in COMMISSION policy is \$25,000. All agencies who are not self-certified must submit third party contracts over \$25,000 to MDOT for approval. Please refer to Section 7 of the Master Agreement for competitive bidding requirements.

The AGENCY will be financially and legally responsible for the terms and conditions of the Special Section 5333(b) labor warranty as agreed to in your annual application. The Special Section 5333(b) Warranty can be found at: www.dol.gov/dol/esa/public/regs/compliance/olms/13factsheet.htm.

The AGENCY agrees to prepare and submit to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Instructions on preparing the report are available in the "Local Public Transit Revenue and Expense Manual" (October 1, 2017, through September 30, 2018). The manual is available on the web at www.michigan.gov/mdotptd by locating the resources box on the home page and opening the item listed "Audit/Accounting Information."

The purpose of Revision 1 is to increase operating assistance funds by \$116,584 for a total of \$168,800.

Funding sources:

2018/56150/3120 \$ 52,216 (F) (202322)
2018/56150/3120 \$116,584 (F) (204124)

PRF Nos.: 2018-73
2018-395

CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

Signature

Print Name and Title

Signature

Print Name and Title

MICHIGAN DEPARTMENT OF TRANSPORTATION

Title: Department Director



Cheboygan County

Board of Commissioners' Meeting

August 28, 2018

Title: Animal Shelter Phase 3 Kennel Remodel

Summary: Requests for bids were sought for the labor to remodel and paint the final kennel area of the Animal Shelter. The project consists of labor to demolish existing concrete floors and kennels and replacement with new concrete floors and kennels with painting as well as ceiling replacement and exterior siding. Only one bid was received from Matt Barber Masonry in the amount of \$28,500.00.

Financial Impact: \$28,500.

Recommendation: Motion to award bid to Matt Barber Masonry in the amount of \$28,500 and authorize the Chair to sign the Agreement for Services.

Prepared by: Jeffery B. Lawson

Department: Administration

AGREEMENT FOR SERVICES

THIS AGREEMENT is effective the 28 day of August, 2018 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County) and Matt Barber Masonry, whose address is 6751 Manning Rd. Cheboygan MI. (the Contractor).

Recitals

- A. The County desires to engage the services of Contractor to perform the following services: Labor for demolition and renovation of Phase 3 Kennel in compliance with the proposal submitted by Contractor attached hereto as Exhibit A (the Services).
- B. Contractor has the time, skills, and desire to perform the Services in compliance with the proposal submitted by Contractor for the project under the terms and conditions of this Agreement.
- C. 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 Contractor to perform the Services in compliance with the proposal submitted by Contractor and attached hereto and incorporated herein by reference as Exhibit A.
- 2. Duties. Contractor shall perform the Services in a workmanlike manner. The work to be performed under this Agreement shall begin no later than Sep. 11, 2018 and shall be fully completed by no later than December 30, 2018.
- 3. Acceptance of Work. Upon completion of the work to be performed under this Agreement, the County shall inspect the work and shall accept the work in writing when the County is satisfied the work was performed as required under this Agreement.
- 4. Warranty of Workmanship. Contractor hereby warrants to the County that the work to be performed under this Agreement shall be free of defects in labor and materials for a period of one (1) year from the date the County accepts the work under paragraph 3 above. If a defect in labor or materials arises in connection with the work performed under this Agreement, the County shall notify Contractor of the defect in writing. Contractor shall then at its sole expense correct or repair the defect in a timely manner.

5. **Manufacturers' Warranties.** Upon completion of the work performed under this Agreement, Contractor shall transfer any manufacturers' warranties covering the material installed to the County.
6. **Payment.** The County shall pay Contractor a total of \$28,500 for the work to be performed under this Agreement. One-half ($\frac{1}{2}$) of this amount shall be paid upon execution of this Agreement, with the balance to be paid upon the County's written acceptance of the work as provided in paragraph 3 above.
7. **Independent Contractor.** The parties hereby acknowledge and agree that Contractor 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 Contractor'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 Contractor or any of its employees.
8. **Insurance.** Throughout the time work is being performed under this Agreement, Contractor shall obtain and maintain public liability insurance in the sum of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) for damages relating to any one person or for damages relating to any one occurrence. This insurance policy shall name the County as an additional named insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County. Contractor shall provide notice of compliance with this insurance provision before beginning the work to be performed under this Agreement.
9. **Indemnification.** Contractor shall indemnify and hold harmless the County, its 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.
10. **No Assignment without Written Consent.** Contractor shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.
11. **Termination.** The County may terminate this Agreement by giving to Contractor seven (7) days written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, Contractor shall only be paid the pro rata compensation based on the percentage of work completed as required in this Agreement to the date of termination.
12. **Notice.** Any notice required under this Agreement by either party shall be in writing to the party to be so notified and sent by certified mail, return receipt requested, to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
13. **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.
14. **Amendments.** This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

15. 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.
16. 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: _____

Its:

Dated: _____

Dated: _____

Exhibit A
ATTACHMENT I
Scope of Work

Project will consist of:

Work to be as follows (Labor only- material to be provided by County). Contractor to provide a material list:

- **Demo Items A, B, C, D, and E on Sheet A1.0 including existing ceiling and insulation.**
- **Construct all components necessary to complete concrete floors, block walls, dry wall ceiling, interior/ exterior insulation, siding and painting of block and floors as indicated on sheets A1.1, A2.0, A3.0,S3.0, S3.1 and New Trench Drain installation on P1.0.**
- **Mechanical, Plumbing and Electric to be bid separately by owner. Contractor must coordinate scheduling with owner for work performed by trades.**

ATTACHMENT II
Submittals Required

Each proposal should contain, at a minimum, the following information:

A. Required Inspection

1. Bidder shall inspect the project areas prior to submitting bids by arranging time with County

B. Contractor:

1. Primary contractor
 - Name(s)
 - Address (es)

A. Schedule:

Work schedule for major tasks including those described in Attachment III. Include expected starting dates and completion dates referenced to Notice to Proceed. State assumptions for time needed to complete tasks.

ATTACHMENT V
COMPENSATION

The undersigned, having examined the bid proposal forms and specifications and property, does hereby offer to complete the identified project at 1536 Hackleburg Rd. Cheboygan, Michigan 49721 at the following cost for labor only to wit:

On behalf of MATT BARBER MASONRY, I hereby submit this proposal for your consideration. In submitting this proposal, it is understood that the right is reserved by the County to reject any and all proposals, and waive any irregularities in the bidding process. The County may award this contract based on any combination of the total bid and/or alternates.

\$ 28,500.00 Labor cost to complete Twenty Eight Thousand Five Hundred Dollars ⁰⁰/₁₀₀

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Bidder

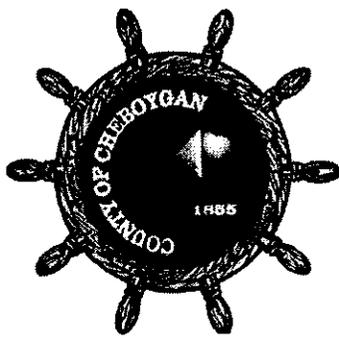
Witness: _____ By/s/

6751 MAUNING RT
Business Address


Signature

owner
Title

231-420-5020
Telephone



Cheboygan County

Board of Commissioners' Meeting

August 28, 2018

Title: 2018 Salary & Wage Resolution - Non-Union General Employees #17-009 – Amendment #7

Marina Harbor Master Wage

Summary: The original wage resolution set the Harbormaster Wage at \$16.59 per hour. Due to current Harbor Master taking a new position, the County will be filling this seasonal position with our former Harbor Master Curtis Chamber at a rate of \$20.00 per hour.

Financial Impact: Funding provided in current Marina Budget – Seasonal Wages.

Recommendation: Adopt Amendment #7 to the 2018 Salary and Wage Resolution – Non-Union General Employee #17-009 to be effective August 29, 2018, authorize any necessary budget adjustments and authorize the Chair to sign.

Prepared by: Jeffery B. Lawson/James Manko

Department: Administration/Treasurer's Office

Amendment #7 2018 Salary and Wage Resolution
 Non-Union General Employees
 Approved 17-009 on October 10, 2017

	<i>Number of Positions</i>	<i>Hours per Work Week</i>	<i>Hours per Year</i>	<i>2018 Salary or Hourly Rate</i>	<i>2018 Increase %</i>	<i>2018 Increase \$</i>	<i>2018 Salary or Hourly Rate</i>
MARINA							
Harbor Master	1	Hours Vary	Hours Vary	16.59	20.55%	3.41	20.00

Adopted by the Cheboygan County Commissioners on the following date to be effective August 29, 2018.

Signed by: _____
 John Wallace, Board Chairperson

Date Signed: _____