



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

March 13, 2018

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 (See New Business 12I)
 - C. SRR-MDOT Project Authorization 2017-0032-P5 5311 FY 2018 Operating Fund
 - D. Marine Safety Program Grant Application 2018
 - E. Correspondence - Oakland County Resolution opposing the State Budget Office's proposed Amendments to the Michigan Indigent Defense Act, MCL 780.991 et al
 - F. Minutes:
 1. Finance/Business Meeting of February 13, 2018, Committee of the Whole Meeting of February 27, 2018
 2. Planning Commission Minutes – 2/7/18
 3. District #4 Health Dept. – 1/16/18
 4. City Council Minutes – 1/23/18 & 2/13/18
 5. County Road Commission Minutes – 1/18/18
 6. NEMSCA – 2/2/18
 7. Board Appointments & Procedures Minutes – 12/6/17
6. **Brief Citizens Comments – (3 minutes per person)**
7. **Scheduled Visitors/Department Reports**
8. **Finance Director's Report**
9. **Administrator's Report**
10. **Committee Reports**
 - A. Reappointment to Cheboygan County Tax Allocation
 - B. Reappointment to North Country Community Mental Health Board
11. **Old Business**
 - A. Straits Regional Ride –MDOT Contract 2017 -0032/A1 - Master Agreement Amendment
 - B. Straits Regional Ride – Drug & Alcohol Policy Revisions
12. **New Business**
 - A. Straits Regional Ride – Marathon Fleet Credit Card Application
 - B. Veterans Affairs Training Reimbursement
 - C. Information Technology Director Employment Agreement
 - D. Finance Director Employment Agreement
 - E. Vehicle Purchase – Recycling Plow Truck
 - F. Health Department Remodel and Painting Award
 - G. Jail Project/Storage Building Bid Award
 - H. Interim Zoning Administrator
 - I. 2018 Salary & Wage Resolution #17-09 - Non-Union General Employees – Amendment #4 – Building Safety, Finance and Treasurer.

13. **Citizens Comments**
14. **Board Member Comments**
15. **CLOSED SESSION – Pursuant to MCL 15.268(a) Administrator’s Evaluation**
16. **Adjourn to the Call of the Chair**

CHEBOYGAN COUNTY FINANCE REPORT MARCH 2018

VENDOR APPROVAL REPORT FOR CHEBOYGAN COUNTY
INVOICES TO BE PAID 3/13/18

FINANCE TOTAL \$ 23,772.80
21,470.60
45, 243.40

PREPARED BY: DEBI KUCZYNSKI

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. CARNATION RESTAURANT	21,470.60		
TOTAL ALL CLAIMS	21,470.60		

03/05/2018 03:28 PM
User: DWALINSKY
DB: Cheboygan

INVOICE APPROVAL BY VENDOR REPORT FOR CHEBOYGAN COUNTY
POST DATES 03/13/2018 - 03/13/2018
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
VENDOR CODE: LAND

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. LANDMARK DESIGN GROUP PC	23,678.58		
TOTAL ALL CLAIMS	23,678.58		

CHEBOYGAN COUNTY PREPAIDS REPORT MARCH 2018

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	\$	1,217,499.58
MINUS MARCH FINANCE	\$	23,772.80
MINUS 2 ND MARCH FINANCE	\$	21,470.60
TOTAL PREPAIDS	\$	1,172,256.18

FINANCE CLAIMS FOR MARCH WILL BE PAID ON 3/13/18.

PREPARED BY: DEBI KUCZYNSKI

CHECK DATE FROM 02/01/2018 - 02/28/2018

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 TRUST & AGENCY						
02/02/2018	1	64161	WERNER	WERNER PLUMBING & HEATING	CD PARTIAL REFUND PM18-0030 KOSKELA	85.00
02/05/2018	1	64162	ANTK J	JOSEPH ANTKOVIK	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	19.49
02/05/2018	1	64163	AUTO OWNER	AUTO OWNERS	CC REST #14-4915-FH NOBLE, JASON	10.00
02/05/2018	1	64164	BORG W	WILLIAM BORGERDING	CC REST #02-2546-FH SOVA, DAVID (+ MONIE	18.87
02/05/2018	1	64165	BURE F	FARM BUREAU INSURANCE	CC REST #06-3503-FH BODA, ALAN	40.00
02/05/2018	1	64166	CINCI INS	CINCINNATI INSURANCE CO	CC REST #04-2874-FH STEMPKY, BRENT	25.00
02/05/2018	1	64167	CLERK	CHEBOYGAN COUNTY CLERK	CC REST #17-5472-FC KIEFER, JACOB - TO P	2,216.00
02/05/2018	1	64168	DAVI P	PATRICK OR MARY DAVIS	CC REST #17-5472-FC KIEFER, JACOB	1,325.62
02/05/2018	1	64169	DRIE J	JOYCE DRIER	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64170	ELEN V	VERNA ELENBAAS	CC REST #02-2546-FH SOVA, DAVID	18.87
02/05/2018	1	64171	ELLI J	JANETTE ELLIOTT	CC REST #02-2546-FH SOVA, DAVID	18.87
02/05/2018	1	64172	GILB	JAMES L GILBERT	CC REST #11-4311-FH NOVEL, BRUNO	1.00
02/05/2018	1	64173	JOHN JA	E JAMES JOHNSON	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64174	JULL D	DAVID OR DIANE JULLETTE	CC REST #17-5351-FH JULLETTE, AARON	30.00
02/05/2018	1	64175	LAHA R	ROGER LAHAIE	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64176	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #10-4113-FC STEWARD, BEAU	100.00
02/05/2018	1	64177	MCKE K	KENNETH MCKERVEY	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64178	MDHHS	STATE OF MICHIGAN	CC REST #15-5107-FH LAUR, TONI	25.00
02/05/2018	1	64179	MDHHS	STATE OF MICHIGAN	CC REST #16-5212-FH RILEY, TIFFANY	100.00
02/05/2018	1	64180	MMRMA	MMRMA INSURANCE GROUP	CC REST #17-5472-FC KIEFER, JACOB	1,439.81
02/05/2018	1	64181	MOOD N	NATALIE MOODY-BROWN	CC REST #05-3300-FH ROMINE, JOSHUA	100.00
02/05/2018	1	64182	ROBE C	FLORENCE ROBERTS	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64183	SANE	STRAITS AREA NARCOTICS ENF	CC REST #17-5449-FH JETER III, EMMETT	70.00
02/05/2018	1	64184	SANE	STRAITS AREA NARCOTICS ENF	CC REST #16-5302-FH VIEAU, DONALD	29.00
02/05/2018	1	64185	SCH S	SHARON SCHALOW	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64186	SMIT C	CHARLES SMITH JR	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64187	SPRA R	ROBERT SPRAY	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64188	VANH J	JEFFREY VANHOORNE	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/05/2018	1	64189	WALMART	WALMART	CC REST #14-4855-FH ELLIOTT, FRANKLIN	20.00
02/05/2018	1	64190	WENG R	ROBERT WENGER	CC REST #02-2546-FH SOVA, DAVID (PLUS MO	18.87
02/06/2018	1	64191	MSP	MICHIGAN STATE POLICE	CR CONCEALED PISTOL PERMITS (23 NEW, 39	4,783.00
02/06/2018	1	64192	MSP	MICHIGAN STATE POLICE	CR SEX OFFENDER REGISTER (31 REGISTRATIO	930.00
02/08/2018	1	64193	CHAR-EM	CHAR-EM INTERMEDIATE SCHOOL	TR CURRENT TAX COLLECTED BY COUNTY - CH	121,006.34
02/08/2018	1	64194	COP	COP EDUCATIONAL SERVICE DISTRICT	TR CURRENT TAX COLLECTED BY COUNTY	387,281.42
02/08/2018	1	64195	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	TR CURRENT TAX COLLECTED BY COUNTY	244,929.43
02/08/2018	1	64196	ESCHEATS	DAVID BUHR	TR REPLACE FAIR CK#9512 DATED 8/12/16	19.50
02/08/2018	1	64197	ESCHEATS	EDWARD BUHR	TR REPLACE FAIR CK#9513 DATED 8/12/16	24.75
02/08/2018	1	64198	REF-TREA	KOEHLER TOWNSHIP TREASURER	TR CASH REFUND	310.89
02/08/2018	1	64199	SOM-EDTAX	STATE OF MICHIGAN	TR CURRENT TAX COLLECT BY COUNTY - PERSO	29,661.24
02/08/2018	1	64200	TREAS	CHEBOYGAN COUNTY TREASURER	TR CURRENT TAX COLLECTED BY COUNTY	278,031.42
02/08/2018	1	64201	AFSCME	MICHIGAN COUNCIL #25 AFSCME	PR EMPLOYEE UNION DUES FEB 2018	1,453.10
02/08/2018	1	64202	BOND-CLERK	JUDY ANN SCHMIDT	CC BOND #17-5497-FH PEO V MARK SCHMIDT	500.00
02/08/2018	1	64203	CITI	CITI STREET	PR CHEB CTY RETIREMENT PE 2/3/18	1,115.23
02/08/2018	1	64204	DEP UNION	DEPUTY SHERIFFS' ASSOCIATION	PR SHERIFF DEPUTY UNION DUES FEB 2018	162.00
02/08/2018	1	64205	GELC	GOVERNMENTAL EMPLOYEES	PR SHERIFF DEPT UNION DUES FEB 2018	624.76
02/08/2018	1	64206	MISDU	MISDU	PR 910220383 2002007381 M. FAIRCHILD PAI	186.90
02/08/2018	1	64207	MISDU	MISDU	PR 913068876 2009007526 G. STANKEWITZ PA	35.17
02/08/2018	1	64208	POLC	POLICE OFFICERS LABOR COUNCIL	PR SHERIFF DEPT UNION DUES FEB 2018	804.00
02/08/2018	1	64209	REF-TREA	ELIZABETH WIGGINS	TR REFUND -DLQ TAX OVERPAYMENT 130-L05-0	236.95
02/08/2018	1	64210	SLG	SHERMETA LAW GROUP	PR TINA M GONSER JEWELL #15-5314-GC PAID	75.00
02/08/2018	1	64211	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR EMPLOYEE DEDUCTIONS PE 2/3/18	12.00
02/08/2018	1	64212	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR #305959-457 DEFERRED COMPENSATION PE	186.51
02/08/2018	1	64213	AUTO OWNER	AUTO OWNERS	CC REST #14-4915-FH NOBLE, JASON	10.00
02/08/2018	1	64214	BLAN C	CLAYTON BLANCHARD	CC REST #89-0225-FH LAYNE, DANNY	20.00
02/08/2018	1	64215	BRISTOL	BRISTOL WEST INSURANCE	CC REST #07-3625-FH MACE, THOMAS	200.00
02/08/2018	1	64216	BURE F	FARM BUREAU INSURANCE	CC REST #11-4456-FH LAVIGNE, JAN	40.00
02/08/2018	1	64217	FISH K	KURT FISHER	CC REST #08-3902-FC PROCKNOW, RAMON	200.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/08/2018	1	64218	GOHE D	DONALD OR JEAN GOHESKI	CC REST #13-4687-FH WOODS, SUSAN	500.00
02/08/2018	1	64219	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #15-5178-FH RICHARDSON, CAELAN	15.00
02/08/2018	1	64220	LEIG E	ENZO LEIGHIO	CC REST #16-5251-FH BENTON II, GERALD	25.00
02/08/2018	1	64221	MMRMA	MMRMA INSURANCE GROUP	CC REST #17-5472-FC KIEFER, JACOB	1,943.14
02/08/2018	1	64222	PA	CHEBOYGAN COUNTY PROSECUTOR	CC REST #07-3755-FH BENTON II, GERALD	12.00
02/08/2018	1	64223	RACI D	DENNIS OR CONNIE RACINE	CC REST #04-3023-FH KELLEY, THERESA	100.00
02/08/2018	1	64224	SANE	STRAITS AREA NARCOTICS ENF	CC REST #15-5149-FH SMITH, CHRISTINA	5.00
02/08/2018	1	64225	SHERIFF	CHEBOYGAN COUNTY SHERIFF DEPT	CC REST #17-5472+FC KIEFER, JACOB	250.00
02/08/2018	1	64226	WERNIG	WERNIG	CC REST #91-687-FH HILL, SAMUEL	30.00
02/08/2018	1	64227	WILSON J	JOHN WILSON	CC REST #15-5004-FC VANDERHILL, RUSSELL	104.29
02/08/2018	1	64228	ZELL S	SANDRA ZELLER	CC REST #01-2485-FH BOSEL, DAVID	20.00
02/09/2018	1	64229	BURE F	FARM BUREAU INSURANCE	PC RESTITUTION #9004447 ST AMOUR, KURK W	50.00
02/09/2018	1	64230	SAFCU	STRAITS AREA FEDERAL CREDIT UNION	CC REST #13-4719-FH FEIN, JESSICA	0.40
02/14/2018	1	64231	CCHS	CHEBOYGAN COUNTY HUMANE SOCIETY	DC REST #17-0629-SM HOPKINSON, HOLLY MAR	100.00
02/14/2018	1	64232	DEET D	DAVID F. DEETER ESTATE	DC REST #12-0253-ST PERRY, THEODORE WILL	25.00
02/14/2018	1	64233	DNR-GFO	DNR GAYLORD FIELD OFFICE	DC REST #16-0242-SM ODLE, JUSTIN PATRICK	50.00
02/14/2018	1	64234	FERRELL	FERRELL GAS COMPANY	DC REST #13-0970-FD SKIDMORE, MELISSA DA	250.00
02/14/2018	1	64235	GINO LA	LARRY GINOP	DC REST #17-0918-SD REYNOLDS, ANGEL HEAV	93.94
02/14/2018	1	64236	NEXTDOOR	NEXT DOOR FOOD STORE	DC REST #15-0065-SM SULLIVAN, THOMAS PAT	7.99
02/14/2018	1	64237	PTAS S	STEPHEN PTASNIK	DC REST #16-0464-ST CATER, JOSHUA WARREN	55.00
02/14/2018	1	64238	REF-TREA	MIKE & PATRICIA KREINER	TR STC PRE REFUND 251-M05-000-186-00	98.42
02/14/2018	1	64239	WALMART	WALMART	DC REST #17-0935-SM BUCKINGHAM, SARA ELI	150.00
02/14/2018	1	64240	WWR	WWR	DC REST #15-0603-ST GRAINGER, KATHERINE	100.00
02/15/2018	1	64241	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0011 MARCH 2018	1,332.62
02/15/2018	1	64242	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0013 MARCH 2018	1,164.97
02/15/2018	1	64243	DEARBORN	DEARBORN NATIONAL INSURANCE	PR LTD/LIFE INSURANCE JAN 2018	3,437.32
02/15/2018	1	64244	HILE L	LAURA ANN HILES TRUST	PC REST #1001374 WAYBRANT, TRAVIS WAYNE	500.00
02/22/2018	1	64245	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0024 MARCH 2018	466.66
02/22/2018	1	64246	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0025 MARCH 2018	20.73
02/22/2018	1	64247	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0022 MARCH 2018	1,431.91
02/22/2018	1	64248	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0023 MARCH 2018	3,173.40
02/22/2018	1	64249	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0019 MARCH 2018	55.98
02/22/2018	1	64250	BCBSOM	BLUE CROSS BLUE SHIELD OF MICH	PR HEALTH INS 007016244 0001 MARCH 2018	2,761.68
02/22/2018	1	64251	BCNM	BLUE CARE NETWORK OF MICHIGAN	PR HEALTH INS GROUP #00188643 3/1 - 3/3	98,205.34
02/22/2018	1	64252	CITI	CITI STREET	PR CHEB CTY RETIREMENT PE 2/17/18	1,115.23
02/22/2018	1	64253	CLERK	CHEBOYGAN COUNTY CLERK	CC REST #17-5474-FC HEINZE, TINA - TO PA	412.92
02/22/2018	1	64254	CLERK	CHEBOYGAN COUNTY CLERK	CC REST #17-5472-FC TEMPLETON, CHRISTOPH	1,000.00
02/22/2018	1	64255	CTC	CHEBOYGAN TITLE COMPANY	CR REFUND OVERPAYMENT OF FEES FILE#59529	30.00
02/22/2018	1	64256	MISDU	MISDU	PR 913068876 2009007526 G. STANKEWITZ PA	35.17
02/22/2018	1	64257	MISDU	MISDU	PR 910220383 2002007381 M. FAIRCHILD PAI	186.90
02/22/2018	1	64258	SLG	SHERMETA LAW GROUP	PR TINA M GONSER JEWELL #15-5314-GC PAID	75.00
02/22/2018	1	64259	UN WAY	CHEBOYGAN COUNTY UNITED WAY	PR EMPLOYEE DEDUCTIONS PE 2/17/18	12.00
02/22/2018	1	64260	VANTAGE	VANTAGEPOINT TRANS AGENTS-457	PR #305959-457 DEFERRED COMP PE 2/17/18	186.51
02/22/2018	1	64261	AUTO OWNER	AUTO OWNERS	CC REST #14-4916-FH CHILDERS, GARRETT	40.00
02/22/2018	1	64262	AUTO OWNER	AUTO OWNERS	CC REST #14-4915-FH NOBLE, JASON	10.00
02/22/2018	1	64263	DYKS B	BRITTANY MARSHALL	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
02/22/2018	1	64264	FISH K	KURT FISHER	CC REST #08-3902-FC PROCKNOW, RAMON	200.00
02/22/2018	1	64265	JONE P	PATRICIA JONES	CC REST #09-3952-FH JONES, WALTER	200.00
02/22/2018	1	64266	JULL D	DAVID OR DIANE JULLETTE	CC REST #17-5351-FH JULLETTE, AARON	30.00
02/22/2018	1	64267	LATITUDE	LATITUDE SUBROGATION SERVICES	CC REST #04-2958-FH NOBLE, JASON	10.00
02/22/2018	1	64268	LEIG E	ENZO LEIGHIO	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
02/22/2018	1	64269	PARKSIDE	PARKSIDE INN	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
02/22/2018	1	64270	RDIC	RIVERTOWN DO-IT CENTER	CC REST #05-3247-FH PRZYBYLOWICZ, JOSEPH	10.00
02/22/2018	1	64271	SANE	STRAITS AREA NARCOTICS ENF	CC REST #16-5235-FH GILMAN, ROBERT	20.00
02/22/2018	1	64272	SANE	STRAITS AREA NARCOTICS ENF	CC REST #13-4726-FH HOLLOPETER, MAIGAN	10.00
02/22/2018	1	64273	SANE	STRAITS AREA NARCOTICS ENF	CC REST #17-5437-FH SCHAAF-ROSS, RONDA	20.00
02/22/2018	1	64274	SANE	STRAITS AREA NARCOTICS ENF	CC REST #17-5407-FH SCOBY, CARLA	8.34
02/22/2018	1	64275	SJLC	ST JOHNS LUTHERAN CHURCH	CC REST #17-5370-FH SMITH, REBECCA	20.00
02/22/2018	1	64276	SUNRISE	GARY MOREHOUSE	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00
02/22/2018	1	64277	SUPERIOR	SUPERIOR VENDING	CC REST #11-4339-FH MCELHINEY, STEVEN	5.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/22/2018	1	64278	TERR E	ECTON TERREBONNE	CC REST #06-3534-FC POPE, ROBERT	50.00
02/22/2018	1	64279	TUCK G	GARY TUCKER	CC REST #15-5020-FH LIETAERT, MASON	100.00
02/22/2018	1	64280	WERNIG	WERNIG	CC REST #91-0683-FH HARRINGTON, ERNEST	50.00
02/22/2018	1	64281	WILS J	JAMES WILSON	CC REST #01-2488-FH BYARD, LAWRENCE	300.00
02/28/2018	1	64282	CHAR-EM	CHAR-EM INTERMEDIATE SCHOOL	TR CURRENT TAX COLLECTED BY COUNTY - CHA	101,068.74
02/28/2018	1	64283	COP	COP EDUCATIONAL SERVICE DISTRICT	TR CURRENT TAX COLLECTED BY COUNTY	624,300.13
02/28/2018	1	64284	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	TR CURRENT TAX COLLECTED BY COUNTY	371,657.51
02/28/2018	1	64285	REF-TREA	JOHN WILSON	TR REFUND OVERPAID DLQ TAX 220-009-400-0	264.28
02/28/2018	1	64286	REF-TREA	WESLEY KETCHABAW	TR REFUND OVERPAYMENT OF PROP TAX 151-02	236.34
02/28/2018	1	64287	SJLC	ST JOHNS LUTHERAN CHURCH	CC REST #17-5370-FH SMITH, REBECCA	30.00
02/28/2018	1	64288	SOM-EDTAX	STATE OF MICHIGAN	TR CURRENT TAX COLLECTED BY COUNTY - SUM	30,776.55
02/28/2018	1	64289	SOM-EDTAX	STATE OF MICHIGAN	TR CURRENT TAX COLLECTED BY COUNTY - TRA	320.00
02/28/2018	1	64290	TREAS	CHEBOYGAN COUNTY TREASURER	TR CURRENT TAX COLLECTED BY COUNTY	404,440.68
02/28/2018	1	64291	AREI A	AARON MICHAEL AREIA	CC REST #17-5474-FC HEINZE, TINA	412.92
02/28/2018	1	64292	BLAN C	CLAYTON BLANCHARD	CC REST #89-0225-FH LAYNE, DANNY	200.00
02/28/2018	1	64293	CHEB-DPS	CHEBOYGAN DEPT PUBLIC SAFETY	CC REST #13-4627-FH COLLENE, NICHOLAS	5.00
02/28/2018	1	64294	GAGN S	SHANNON GAGNON	CC REST #17-5350-FH GAGNON, DWAYNE	100.00
02/28/2018	1	64295	GILB	JAMES L GILBERT	CC REST #11-4311-FH NOVEL, BRUNO	1.00
02/28/2018	1	64296	HALB A	AMY HALBERG	CC REST #17-5494-FH TEMPLETON, CHRISTOPH	1,000.00
02/28/2018	1	64297	HEAT G	GERALD HEATH	CC REST #09-4106-FH WAGNER, SONYA	200.00
02/28/2018	1	64298	MIDHHS	MDHHS	CC REST #16-5213-FH ANTILLA, WILLIAM	25.00
02/28/2018	1	64299	NEXTDOOR	NEXT DOOR FOOD STORE	CC REST #14-4934-FH CRAWFORD, BRANDON	125.00
02/28/2018	1	64300	SANE	STRAITS AREA NARCOTICS ENF	CC REST #16-5304-FH GOTTS, MARVIN	45.00
02/28/2018	1	64301	SANE	STRAITS AREA NARCOTICS ENF	CC REST #17-5456-FH LONG, YVONNE	30.00
02/28/2018	1	64302	SANE	STRAITS AREA NARCOTICS ENF	CC REST #17-5411-FH SCHOOLCRAFT, GERALD	140.00
02/28/2018	1	64303	SHERIFF	CHEBOYGAN COUNTY SHERIFF DEPT	CC REST #16-5252-FH HANKINS, TIFFANY	10.00
02/28/2018	1	64304	THIG	THE HANOVER INSURANCE GROUP	CC REST #03-2854-FH SOUTHWELL, JUDY	100.00
02/28/2018	1	64305	DEARBORN	DEARBORN NATIONAL INSURANCE	PR LTD/LIFE INSURANCE FEB 2018	3,437.32
02/28/2018	1	64306	REF-TREA	CRAIG PASSENO	TR STC PRE REFUND 052-032-203-009-00	1,143.19
02/28/2018	1	64307	CCP	CHEBOYGAN CITY POLICE	CR 99-2014-FH G.BENTON FORENSIC LAB FEE	0.25
02/28/2018	1	64308	CHEB	CITY OF CHEBOYGAN	DC ORDINANCE FEE FEBRUARY 2018	298.33
02/28/2018	1	64309	CHEB-DPS	CHEBOYGAN DEPT PUBLIC SAFETY	DC CONVICTED OUIL FEB 2018	250.00
02/28/2018	1	64310	MDOS	MICHIGAN DEPT OF STATE	CR NOTARY EDUCATION & TRAINING FUND FEB	6.00
02/28/2018	1	64311	MDT-TRTAX	MICHIGAN DEPT OF TREASURY	RD REAL ESTATE TAX TRANSFER	74,103.75
02/28/2018	1	64312	SANE	STRAITS AREA NARCOTICS ENF	DC CONVICTED OUIL ASMNT FEB 2018	85.00
02/28/2018	1	64313	SHERIFF	CHEBOYGAN COUNTY SHERIFF DEPT	DC ORDINANCE FEE/OUIL FEB 2018	95.00
02/28/2018	1	64314	SOM-CC	STATE OF MICHIGAN	CR 53RD CIRCUIT COURT FILING FEES FEB 20	4,410.87
02/28/2018	1	64315	SOM-DC	STATE OF MICHIGAN	DC 89TH DISTRICT COURT FILING FEES FEB 2	15,926.08
02/28/2018	1	64316	SOM-PC	STATE OF MICHIGAN	PC PROBATE COURT FILING FEES FEB 2018	1,422.00
02/28/2018	1	64317	SOM-PC	STATE OF MICHIGAN	PC PROBATE COURT FILING FEES FEB 2018	893.80
02/28/2018	1	64318	TTP	TUSCARORA TOWNSHIP POLICE	DC CONVICTED OUIL ASMNT FEB 2018	73.00
02/28/2018	1	64319	VOM	VILLAGE OF MACKINAW	DC ORDINANCE FEES FEBRUARY 2018	70.01

1 TOTALS:

Total of 159 Checks:	2,837,116.45
Less 0 Void Checks:	0.00
Total of 159 Disbursements:	<u>2,837,116.45</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 2 GENERAL FUND						
02/01/2018	2	173886	RED TOX	REDWOOD TOXICOLOGY LABORATORY	CC DGC DRUG TESTING DEC 2017	943.50
					CC DGC DRUG TESTING DEC 2017	140.00
						<u>1,083.50</u>
02/01/2018	2	173887	SALVATION	SALVATION ARMY	CC DGC SUPERVISOR FEES OCT-DEC 2017	1,300.00
02/01/2018	2	173888	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN CHARGES 12/5/17-1/4/18	27.00
02/01/2018	2	173889	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN CHARGES 12/5/17-1/4/18	314.13
02/01/2018	2	173890	WEST-CC	THOMSON REUTERS - WEST	CC WEST INFORMATION CHARGES 12/1-12/31/1	814.85
02/01/2018	2	173897	AIRPORT	CHEBOYGAN AIRPORT AUTHORITY	SRR LEASE AGREEMENT FEB 2018	1,500.00
02/01/2018	2	173898	DEKETO	DEKETO LLC	CR LICENSE ENHANCEMENT AGREEMENTS FOR JA	1,088.00
02/01/2018	2	173899	NSB	NORTHERN STAR BROADCASTING	SRR MONTHLY TOWER LEASE FEB 2018	600.00
02/01/2018	2	173900	PUB DEF 3B	WILLIAM KEOGH OR JAMES GILBERT	FN PUBLIC DEFENDER FEB 2018	12,285.00
02/01/2018	2	173901	RAMSAY	DONALD RAMSAY	CR MEDICAL EXAMINER WAGES FEB 2018	735.44
02/02/2018	2	173902	G SHIPPING	G'S SHIPPING STORE	SRR CASE OF ROLL TOWELS FOR AIRPORT BATH	16.96
					MA ROLL TOWELS & TOILET PAPER (10 CASES)	207.40
					MA SUPPLIES - ROLL TOWELS (5 CASES)	127.40
					MA SUPPLIES - ROLL TOWELS & TOILET PAPER	207.40
						<u>559.16</u>
02/02/2018	2	173903	GRAINGER	WW GRAINGER	MA SUPPLIES-DATACOM JACK, WALLPLATE, SUR	134.63
					MA SUPPLIES -ACTUATOR CARTRIDGE, HYDRAUL	137.02
					MA SUPPLIES - JANITOR CART	155.17
					MA SUPPLIES - PERFORMANCE KIT 3.5 GPF TO	47.44
					MA SUPPLIES - LEVER LOCKSET, MECHANICAL	296.51
						<u>770.77</u>
02/02/2018	2	173904	KSS	KSS ENTERPRISES	MA CAN LINERS	250.05
					MA SUPPLIES - CAN LINERS, GLOVES, U SCRE	271.06
					MA CAN LINERS RETURN	(199.45)
						<u>321.66</u>
02/02/2018	2	173905	NOP	NATIONAL OFFICE PRODUCTS	SRR OFFICE SUPPLIES -CORRECTION TAPE, HI	21.22
02/02/2018	2	173906	OFF DEPOT	OFFICE DEPOT	CR OFFICE SUPPLIES - DATER	39.59
02/02/2018	2	173907	REGISTER	JUVENILE JUSTICE ASSOC OF MICHIGAN	PC SA JJAM MID-WINTER CONFERENCE	60.00
02/02/2018	2	173908	SPIES-SRR	SPIES AUTO PARTS & TIRE	SRR WIPER BLADE	12.04
02/02/2018	2	173909	TRAIN	MMRMA	SD MENTAL HEALTH CRISIS - MATELSKI	150.00
02/02/2018	2	173910	VERIZON	VERIZON	IS CELL PHONE SERVICE 12/14/17 - 1/13/18	1,497.04
02/02/2018	2	173911	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN CHARGES 12/5/17-1/4/18	74.85
02/02/2018	2	173912	CLSSI	CHEBOYGAN LIFE SUPPORT SYSTEM	TR MONTHLY PAYMENT FEB 2018	25,505.17
02/02/2018	2	173913	EMMET CTY	EMMET COUNTY	TR MONTHLY PAYMENT FEB 2018	2,022.17
02/02/2018	2	173914	OAA	ONAWAY AREA AMBULANCE	TR MONTHLY PAYMENT FEB 2018	1,236.83
02/02/2018	2	173915	SENIOR CIT	CHEBOYGAN COUNTY COUNCIL	TR MONTHLY PAYMENT FEB 2018	46,747.92
02/02/2018	2	173916	SOM-NOT	STATE OF MICHIGAN	CR NOTARY FEE FOR LORNA BRACH	10.00
02/02/2018	2	173917	WASC	WAWATAM AREA SENIOR CITIZENS INC	TR MONTHLY PAYMENT FEB 2018	4,990.92
02/06/2018	2	173918	PNC VISA	PNC BANK	FN CREDIT CARD CHARGES THRU 12/31/17	2,333.11
					FN CREDIT CARD CHARGES THRU 1/19/18	7,294.77
						<u>9,627.88</u>
02/06/2018	2	173919	PNC VISA	VOID		
02/06/2018	2	173920	CCE	CCE CENTRAL DISPATCH AUTHORITY	FN STATE OF MICHIGAN 911 WIRELESS DISTRI	37,109.00
02/06/2018	2	173921	CORE	CORE TECHNOLOGY CORPORATION	DC MULTIBRIDGE SECURE TUNNEL SUPPORT 4/1	1,516.00

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 02/01/2018 - 02/28/2018

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/06/2018	2	173922	CULLIGAN	MCCARDEL CULLIGAN-PETOSKEY	PA BOTTLED WATER 1/9/18-1/23/18	36.00
02/06/2018	2	173923	DANI K	KAREN DANIEL	PC GUARDIANSHIP REVIEW BRYANT, WAYNE JOH	238.75
02/06/2018	2	173924	DEAN	NANCY B DEAN	PC ATTORNEY CONTRACT FEB 2018	1,375.00
02/06/2018	2	173925	GILB	JAMES L GILBERT	PC ATTORNEY CONTRACT FEB 2018	1,375.00
02/06/2018	2	173926	HANSEL	DONNA HANSEL	PC ATTORNEY CONTRACT FEB 2018	1,375.00
02/06/2018	2	173927	JOY VALLEY	JOY VALLEY COUNSELING & CONSULT	PC COURT ORDERED SERVICES DILLON, WELLST	825.00
02/06/2018	2	173928	KEOGH	WILLIAM L KEOGH PC	PC ATTORNEY CONTRACT FEB 2018	1,375.00
02/06/2018	2	173929	LAMO T	TERRIE LAMONT	PC GUARDIANSHIP REVIEW - LENK, VERON R.	50.00
02/06/2018	2	173930	LENDING PR	LENDING PRO SOFTWARE	HS COMPUTER SOFTWARE ANNUAL TECH SUPPORT	75.00
02/06/2018	2	173931	MACARTHUR	TIMOTHY MACARTHUR	PC ATTORNEY CONTRACT FEB 2018	1,375.00
02/06/2018	2	173932	MCDD	MICHIGAN CONFIDENTIAL DOCUMENT	FOC CONFIDENTIAL DOCUMENT DESTRUCTION -	236.00
02/06/2018	2	173933	MEMBER	MPJRA	PC 2018-2019 MEMBERSHIP DUES FOR PATRICI	75.00
02/06/2018	2	173934	OFF DEPOT	OFFICE DEPOT	DC OFFICE SUPPLIES - RICOH WASTE INK COL	42.95
					DC OFFICE SUPPLIES - RICOH PRINT CARTRID	188.85
					DC OFFICE SUPPLIES - 2 COLOR STAMP, PENS	57.69
					DC OFFICE SUPPLIES - HP INK	78.44
						<u>367.93</u>
02/06/2018	2	173935	REGISTER	JUVENILE JUSTICE ASSOC OF MICHIGAN	PC JJAM MIN-WINTER CONFERENCE FOR MEGAN	60.00
02/06/2018	2	173936	SELI D	DALE SELIN	DC CELL PHONE REIMBURSEMENT JAN 2018	45.00
02/06/2018	2	173937	STAN L	LIZ STANKEWITZ	DC CELL PHONE REIMBURSEMENT JAN 2018	45.00
02/06/2018	2	173938	YOUN K	KIMBERLY TILTON	DC CELL PHONE REIMBURSEMENT JAN 2018	45.00
02/07/2018	2	173939	AT&T/SBC	AT&T	FN CCM GAS PUMP MODEM #23162733618012 1	47.86
02/07/2018	2	173940	CARD	CARDMEMBER SERVICE	SD CARD SERVICES DEC 2017	1,663.58
02/07/2018	2	173941	FERN FORD	FERNELIUS FORD LINCOLN	SD 2015 FORD EXPLORER - WATER PUMP	1,380.73
02/07/2018	2	173942	AT&T/SBC	AT&T	SD MONTHLY PHONE SERVICE 12/29/17-1/28/1	197.44
02/07/2018	2	173943	BARR J	JODI BARRETTE	DC SOBRIETY COURT SUPPLIES	12.33
02/07/2018	2	173944	BLASKOWSKI	BLASKOWSKI FEED & SEED	SD K9 DOG FOOD	2,160.00
02/07/2018	2	173945	BURIAL	CHAGNON FUNERAL HOME	VA VETERANS BURIAL ALLOWANCE - GEORGE FE	300.00
02/07/2018	2	173946	CARD	CARDMEMBER SERVICE	SD CARD SERVICE 1/1/18 - 1/25/18	1,607.36
02/07/2018	2	173947	CCE	CCE CENTRAL DISPATCH AUTHORITY	FN 4% PHONE SURCHARGE COLLECTED JAN-FEB	39,557.47
02/07/2018	2	173948	CHDP	C.H. DEROSHIA PAINTING, INC.	MA CEILING REPAIR & PAINT-HALLS, RESTROO	2,800.00
02/07/2018	2	173949	FERN FORD	FERNELIUS FORD LINCOLN	SD 2015 FORD EXPLORER - FUEL EMISSIONS	163.35
02/07/2018	2	173950	HAIR	HAIR DESIGNS	SDJ (10) INMATE HAIRCUTS	150.00
02/07/2018	2	173951	HUNG T	THOMAS R HUNGERFORD LLC	DC COURT APPT ATTY #17-0752-ST PEO V RAG	265.00
02/07/2018	2	173952	MOD PHAR	MODERN PHARMACY	SDJ INMATE MEDICATIONS JAN 2018	155.64
02/07/2018	2	173953	NYE	NYE UNIFORM COMPANY	SD PANTS - JEFF BURR	466.23
02/07/2018	2	173954	OMH	OTSEGO MEMORIAL HOSPITAL	SD MEDICAL TREATMENT - BENSON/ OFFICE VI	108.00
02/07/2018	2	173955	REGISTER	MACVC	VA MACVC SPRING CONFERENCE REGISTRATION	130.00
02/07/2018	2	173956	SECURUS	SECURUS TECHNOLOGIES	SDJ INMATE PHONE USAGE CHARGES JAN 2018	3,884.36
02/07/2018	2	173957	SUBSCRIPT	RESORTER	SD 2018 SUBSCRIPTION	30.00
02/07/2018	2	173958	TOP WATER	TOP WATER GOODS LLC	CF UNIFORMS (6-POLO SHIRTS, 5-LINE JACKE	412.08
02/07/2018	2	173959	UPS	UNITED PARCEL SERVICE	FN UPS CHARGES 12/24/17 - 1/27/18	120.21
02/07/2018	2	173960	WILL R	RON WILLIAMS	CF CONVENTION BASKET 11/15/17	81.53
02/07/2018	2	173961	WOE	WILLIAMS OFFICE EQUIPMENT	CF WEB HOSTING	269.85
02/07/2018	2	173962	BOWIE	BOWIE INTERNATIONAL, LLC	CCHS ANIMAL TRANSPORT UNIT W/REAR STORAG	12,175.00
02/07/2018	2	173963	BREG RO	LOIS BREGE	DHS CC #22353916 1/15/18 - 1/28/18	241.36
02/07/2018	2	173964	BREG RO	LOIS BREGE	DHS CC #22353916 1/1/18 - 1/14/18	241.36
02/07/2018	2	173965	LEXISNEXIS	LEXISNEXIS RISK SOLUTIONS	FOC INFORMATION SEARCH JAN 2018	50.00
02/07/2018	2	173966	RDIC	RIVERTOWN DO-IT CENTER	MA ACCT # 3069 COUNTY BLDG SUPPLIES	38.99
					MA ACCT# 3069 COUNTY BLDG SUPPLIES	19.49
					MA ACCT # 3069 COUNTY BLDG SUPPLIES	10.98
					MA ACCT # 3069 COUNTY BLDG SUPPLIES	41.97
					MA ACCT # 3069 COUNTY BLDG SUPPLIES	17.35
					MA ACCT # 3069 COUNTY BLDG SUPPLIES	0.77
					MA ACCT # 3069 COUNTY BLDG SUPPLIES	3.28
					MA ACCT # 3069 HEALTH DEPT PROJECT SUPPL	269.45
					MA ACCT # 3069 HEALTH DEPT PROJECT RETUR	(22.00)

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						380.28
02/07/2018	2	173967	RDIC	VOID		
02/07/2018	2	173968	SOM-NOT	STATE OF MICHIGAN	PA NOTARY PUBLIC - LORI MILLHOUSE-SPRAY	10.00
02/07/2018	2	173969	SOM-NOT	STATE OF MICHIGAN	PA NOTARY PUBLIC - JESSICA FARVER	10.00
02/07/2018	2	173970	STANS	STANS ELECTRIC	CCHS ELECTRICAL WORK AT ANIMAL SHELTER	6,681.00
02/08/2018	2	173971	ALLPHASE	ALL-PHASE	MA HEALTH DEPT PROJECT - LED TUBE, FLUOR	452.89
					MA HEALTH DEPT PROJECT - IP SENSOR SWITC	111.52
					MA HEALTH DEPT PROJECT - RETURN (ORIGINA	(37.48)
						526.93
02/08/2018	2	173972	BBC	BERNARD BUILDING CENTER	CCHS HUMANE SOCIETY PROJECT SUPPLIES	40.72
					CCHS HUMANE SOCIETY PROJECT SUPPLIES	141.92
					CCHS HUMANE SOCIETY PROJECT - MATERIAL	116.75
					CCHS HUMANE SOCIETY PRLJECT SUPPLIES	2,582.74
						2,882.13
02/08/2018	2	173973	BBC	BERNARD BUILDING CENTER	MA HEALTH DEPT PROJECT SUPPLIES - DOORS	1,370.70
02/08/2018	2	173974	DANI K	KAREN DANIEL	DHS BOARD MEETING 1/30/18	48.56
02/08/2018	2	173975	MISC	MR. MATT RILEY	PC SA FDTA SPEAKER FEE	50.00
02/08/2018	2	173976	MISC	PURPLE TREE BOOKS	PC SA FDTA CLASS BOOKS - 7 HIGHLY EFFECT	107.04
02/08/2018	2	173977	SCHW J	JEAN SCHWIND	DHS BOARD MEETING 1/30/18	50.70
02/08/2018	2	173978	WHEELER	WHEELER MOTORS INC	SD WIRE/OIL CHANGE	105.67
					SD OIL CHANGE/ COOLANT	67.93
					SD BLADE	21.16
					SD OIL CHANGE/ BULB	35.09
					SD OIL CHANGE	16.95
					SD SPEED SENSOR	119.87
						366.67
02/09/2018	2	173979	CAR-RC	CARQUEST	RC EXTENTION CORD 50'	69.99
02/09/2018	2	173980	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	PZ ZONING AD 2/2/18	562.35
02/09/2018	2	173981	GRAINGER	WW GRAINGER	MA SUPPLIES - KEY BLANK, BRASS (8)	61.60
					MA HEALTH DEPT PRLJECT - RESTROOM FAUCET	1,137.77
						1,199.37
02/09/2018	2	173982	INK & TONE	INK & TONER ALTERNATIVE	PA HP TONER, MAGENTA	129.99
02/09/2018	2	173983	LEXISNEXIS	LEXISNEXIS RISK SOLUTIONS	TR MEMBERSHIP JAN 2018	100.79
02/09/2018	2	173984	SAP	STRAITS AREA PRINTING	CR #10 ENVELOPES, WINDOW & REGULAR (4000	417.05
02/09/2018	2	173985	SPIES-RC	SPIES AUTO PARTS & TIRE	RC SUPPLIES - BLUE DEF 2.5 GAL	20.00
					RC SUPPLIES - POWER SERVICE DIESEL - (12	95.88
					PC SUPPLIES - SK-7000, PROPANECYL	77.18
					RC SUPPLIES - TIRE LABOR	30.00
					RC SUPPLIES - BLUE DEF 2.5 GAL	20.00
						243.06
02/09/2018	2	173986	TREAS	CHEBOYGAN COUNTY TREASURER	PR EMPLOYEE FRINGE & DEDUCTIONS PE 2/3/1	140,833.62
02/09/2018	2	173987	WHEELER	WHEELER MOTORS INC	AD L.O.F. - #18	16.95
02/13/2018	2	173988	CHEB	CITY OF CHEBOYGAN	AD LAND USE PERMIT/JAIL EXPANSION	25.00
02/13/2018	2	173989	FERN FORD	FERNELIUS FORD LINCOLN	CD HEADLIGHT REPAIR	57.62
02/13/2018	2	173990	CARNATION	CARNATION RESTAURANT	SDJ INMATE FOOD 6992 MEALS	23,772.80
02/14/2018	2	173991	AT&T-SRR	AT&T	SRR PHONE SERVICE ACCT# 23159792627040	146.32
02/14/2018	2	173992	AT&T-SRR	AT&T	SRR PHONE SERVICE ACCT #23159701784023	73.41
02/14/2018	2	173993	AT&T/SBC	AT&T	IS MONTHLY PHONE SERVICE ACCT#231R012219	1,095.17

CHECK REGISTER FOR CHEBOYGAN COUNTY
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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/14/2018	2	173994	AT&T/SBC	VOID		V
02/14/2018	2	173995	BURIAL	LLOYD STRAIT	VA VETERANS BURIAL EXPENSE - LLOYD STRAI	275.00
02/14/2018	2	173996	BURIAL	GAYLORD COMMUNITY FUNERAL HOME	VA VETERANS BURIAL EXPENSE - LLOYD STRAI	25.00
02/14/2018	2	173997	CALS	CAL'S MOBILE HEAVY EQUIPMENT	SRR BUS#709 LOWER SHOCK BOLT, REMOUNT MU	171.20
					SRR BUS# 07/04 REPLACE REAR HEATER FANS,	88.48
					SRR BUS #116 ELECTRICAL SHORT	130.00
					SRR BUS #409 WILL NOT ROLLOVER ELECTRICA	231.75
					SRR BUS #111 FULL SERVICE, REPLACE START	1,289.09
					SRR BUS #509 FULL INSPECTION, FULL SERVI	1,109.67
					SRR BUS #112 FULL SERVICE & BI ANNUAL IN	663.61
					SRR BUS #409 DRILL OUT BROKEN SHOCK BOLT	202.50
					SRR BUS #609 REPLACE ABS MODULE, BLEED B	4,313.92
						<u>8,200.22</u>
02/14/2018	2	173998	CALS	VOID		V
02/14/2018	2	173999	CAS-TRAN	CHEBOYGAN AREA SCHOOLS	RC FUEL CHARGES JAN 2018 (437.1 GALLONS	1,053.41
02/14/2018	2	174000	EMMET DPW	EMMET COUNTY DPW	RC MONTHLY RECYCLING FEES JAN 2018	6,948.48
02/14/2018	2	174001	MISC	ANYTIME AUTO & TOWING	SRR BUS #112 SLID IN DITCH, ICY ROADS, T	250.00
02/14/2018	2	174002	OTEC	OTEC RADIO COMMUNICATIONS	SRR CHECK OUT PETOSKEY TOWER, REPEATER N	165.00
02/14/2018	2	174003	PAAM	PAAM	PA PAAM ESTABLISHMENT OF SUPPORT CONFER	200.00
02/14/2018	2	174004	RWS	REPUBLIC SERVICES #239	MA TRASH REMOVAL JAN 2018	637.96
02/14/2018	2	174005	WOE	WILLIAMS OFFICE EQUIPMENT	IS COPY MAINTENANCE AGREEMENTS JAN 2018	1,323.14
02/14/2018	2	174006	ALLPHASE	ALL-PHASE	SRR SUPPLIES- (12) FEMALE EXTENSION CORD	106.94
02/14/2018	2	174007	BOB BARKER	BOB BARKER COMPANY INC	SDJ INMATE SUPPLIES - RAZORS, HOODS, PAD	503.27
02/14/2018	2	174008	CAS-TRAN	CHEBOYGAN AREA SCHOOLS	SRR 2278.2 GALLONS DIESEL FUEL JAN 2018	5,490.46
02/14/2018	2	174009	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	PC CHEBOYGAN COUNTY PROBATE AD 12/27/17-	206.60
02/14/2018	2	174010	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	CR PUBLIC NOTICE - BOARD MEETING MINUTES	33.50
02/14/2018	2	174011	CTR FAM	CENTER FOR THE FAMILY	PC COURT ORDERED SERVICES - PAVWOSKI, AD	230.00
02/14/2018	2	174012	GEWY	YOUNG, GRAHAM, ELSENHEIMER	AD LEGAL SERVICES THROUGH 1/31/18	4,758.50
02/14/2018	2	174013	GOOD M	MELISSA GOODRICH	PA REIMBURSE GAS FOR SENTENCING IN CHARL	28.61
02/14/2018	2	174014	KEOGH	WILLIAM L KEOGH PC	PC TRAIL COURT APPT ATTY - OETTING, RYAN	150.00
02/14/2018	2	174015	LEORTC	L.E.O.R.T.C.	SD DEFENSE WEAPONS & COPSHOCK TRAINING	900.00
02/14/2018	2	174016	LEXISNEXIS	LEXISNEXIS RISK SOLUTIONS	PC INFORMATION SEARCH JAN 2018	50.00
02/14/2018	2	174017	MOW	MICHIGAN OFFICEWAYS INC	MSU SUPPLIES - BINDERS, CLIPBOARD, WIPES	58.23
02/14/2018	2	174018	NICH NO	NOVIA M. NICHOLS	PC TRIAL COURT APPT ATTY - SHANK, JOSHUA	100.00
02/14/2018	2	174019	NOP	NATIONAL OFFICE PRODUCTS	CD OFFICE SUPPLIES - USB DRIVE, ENVELOPE	94.15
02/14/2018	2	174020	NYE	NYE UNIFORM COMPANY	SD PANTS - GINOP	214.43
02/14/2018	2	174021	STYF	SAULT TRIBE YOUTH FACILITY	PC ANOTHER COUNTY INSTITUTION - ROSS, AN	360.00
02/14/2018	2	174022	WEST-DC	THOMSON REUTERS - WEST	DC LIBRARY PLAN CHARGES 1/5/18-2/4/18	14.58
02/14/2018	2	174023	WEST-PA	THOMSON REUTERS - WEST	PA LIBRARY PLAN CHARGES 1/5/18-2/4/18	32.00
02/14/2018	2	174024	WHEELER	WHEELER MOTORS INC	CD JEEP COMPASS - OIL CHANGE & FRONT/ BA	482.87
02/14/2018	2	174025	WOE	WILLIAMS OFFICE EQUIPMENT	IS MSU TOSHIBA ESTUDIO 3508A SERIES MULT	5,495.00
					IS TOSHIBA ESTUDIO 3508A SERIES MULTI FU	6,895.00
						<u>12,390.00</u>
02/15/2018	2	174026	CDW-G	CDW-G	IS SWITCHES TO UPDATE BACKBONE FOR UPCOM	24,998.74
02/15/2018	2	174027	AINS J	JOHN AINSLIE	PC SA FDTA MENTOR STIPEND	300.00
02/15/2018	2	174028	BOYE J	JAMES BOYER	PC SA FDTA MENTOR STIPEND	100.00
02/15/2018	2	174029	BROW TO	TONI BROWN	PC SA FDTA MENTOR STIPEND	300.00
02/15/2018	2	174030	BROWN ML	MARYLYNN BROWN	PC SA FDTA MENTOR STIPEND	100.00
02/15/2018	2	174031	JOHN SH	SHANI JOHNSON	PC SA FDTA MENTOR STIPEND	300.00
02/15/2018	2	174032	KENN G	GLORIA KENNEDY	PC SA FDTA MENTOR STIPEND	100.00
02/15/2018	2	174033	MORG R	RONALD MORGAN	PC SA FDTA MENTOR STIPEND	100.00
02/15/2018	2	174034	VELI S	STEPHANIE VELING	PC SA FDTA MENTOR STIPEND	100.00
02/15/2018	2	174035	WHIT DE	DEBRA WHITE	PC SA FDTA MENTOR STIPEND	100.00
02/15/2018	2	174036	YORK R	ROBERT YORK	PC SA FDTA MENTOR STIPEND	100.00
02/15/2018	2	174037	YORK R	ROBERT YORK	PC SA FDTA MENTOR STIPEND	100.00

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 02/01/2018 - 02/28/2018

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/15/2018	2	174038	ADV AUTO	ADVANCE AUTO PARTS	MA SUPPLIES - VENDOR APPLIED CREDIT TO I	39.99
					MA SUPPLIES	27.47
					MA SUPPLIES	12.99
						<u>80.45</u>
02/15/2018	2	174039	CDT FOC	CHEBOYGAN DAILY TRIBUNE	FOC RENEWAL OF ANNUAL NEWSPAPER SUBSCRIP	165.00
02/15/2018	2	174040	GOUJ C	CAL GOUINE	BOC COMMISSIONER MILEAGE 2/13/18	3.82
02/15/2018	2	174041	JOHN K	KAREN JOHNSON	BOC COMMISSIONER MILEAGE 2/13/18	3.82
02/15/2018	2	174042	MATE R	ROBERTA MATELSKI	BOC COMMISSIONER MILEAGE 2/13/18	28.34
02/15/2018	2	174043	NEWM M	MICHAEL NEWMAN	BOC COMMISSIONER MILEAGE 2/13/18	4.91
02/15/2018	2	174044	SANG R	RICHARD SANGSTER	BOC COMMISSIONER MILEAGE 2-13-18	102.02
02/15/2018	2	174045	SIP	STATE INDUSTRIAL PRODUCTS	MA CLEANING CHEMICALS	257.68
02/15/2018	2	174046	WALLACE	JOHN WALLACE	BOC COMMISSIONER MILEAGE 2/13/18	228.90
02/20/2018	2	174063	PUMMILL	PUMMILL PROMARK	EQ TAX/ASST ENVELOPES	1,784.70
02/21/2018	2	174047	BLARNEY	BLARNEY CASTLE OIL COMPANY	MA 10,007 GALLONS GAS	18,010.61
02/21/2018	2	174048	CALS	CAL'S MOBILE HEAVY EQUIPMENT	SRR BUS #07-04 BALANCE DUE	795.00
02/21/2018	2	174049	CCF	CUSTOM CARPETS & FURNITURE	CCHD CARPET/TILE IN 5 OFFICES, RESTROOMS	4,175.00
02/21/2018	2	174050	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	AD ADVERTISING - (3) JAIL BIDS-CONSTRUCT	407.50
02/21/2018	2	174051	CHARTER	CHARTER COMMUNICATIONS	IS MSU INTERNET CONNECTION INSTALL CHARG	99.00
02/21/2018	2	174052	CONSUMERS	CONSUMERS ENERGY	CCM ELECTRIC ACCT#100030339863, 10003039	962.58
02/21/2018	2	174053	CPSI	CREATIVE PRODUCT SOURCING INC	AD DARE WORKBOOKS	177.50
02/21/2018	2	174054	FAIR M	MICHAEL FAIRCHILD	IS CELL PHONE REIMBURSEMENT FEB 2018	45.00
02/21/2018	2	174055	FERN FORD	FERNELIUS FORD LINCOLN	RC PICKUP OIL CHANGE	44.14
02/21/2018	2	174056	KENWORTH	MICHIGAN KENWORTH	RC TRUCK REPAIR	81.38
02/21/2018	2	174057	OFF DEPOT	OFFICE DEPOT	EQ OFFICE SUPPLIES - HIGHLIGHTERS, MAGNE	25.53
02/21/2018	2	174058	REGISTER	MI ASSOCIATION OF REGISTER OF DEEDS	CR 2018 MINI CONFERENCE - KAREN BREWSTE	60.00
02/21/2018	2	174059	ROSE EXT	ROSE EXTERMINATOR	MA PEST CONTROL	71.00
02/21/2018	2	174060	TREAS	CHEBOYGAN COUNTY TREASURER	FOC REIMBURSE FOR COPY PAPER (8 BOXES)	210.00
02/21/2018	2	174061	TREAS	CHEBOYGAN COUNTY TREASURER	PC SAYPA BUS AIDE JAN 2018	467.74
02/21/2018	2	174062	TREAS	CHEBOYGAN COUNTY TREASURER	PC SAYPA TRANSPORTATION JAN 2018	3,927.00
02/21/2018	2	174064	NEMCOG	NEMCOG	AD PZ HOME IMPROVEMENT LOAN SERVICES THR	877.50
02/21/2018	2	174065	ALGE B	BARB ALGENSTEDT	SDJ LEGAL BLOOD DRAWS JAN 2018 ROSS, VAN	100.00
02/21/2018	2	174066	ANCHOR	ANCHOR IN MARINA	SD MARINE BOAT SLIP 2018	850.00
02/21/2018	2	174067	CHARTER	CHARTER COMMUNICATIONS	SDJ INMATE CABLE ACCT #8245122670006824	114.06
02/21/2018	2	174068	DH #4	DISTRICT HEALTH DEPT #4	SDJ INMATE NURSING JAN 2018 (61 HOURS)	3,660.00
02/21/2018	2	174069	GALLS	GALLS INCORPORATED	SD BOOTS, PANTS, SHIRTS - CRITTENDEN, BO	409.43
02/21/2018	2	174070	HOME	HOME CONFINEMENT	SD HOME CONFINEMENT JAN 2018	216.00
02/21/2018	2	174071	OFF DEPOT	OFFICE DEPOT	SD SUPPLIES - TONER	228.48
					SD SUPPLIES - PAPERCLIPS	23.32
					SD SUPPLIES - FOLDERS	10.99
						<u>262.79</u>
02/21/2018	2	174072	OMH	OTSEGO MEMORIAL HOSPITAL	SD MEDICAL TREATMENT - REYNOLDS/OV	100.00
					SD MEDICAL TREATMENT - BENSON/LAB	197.00
						<u>297.00</u>
02/21/2018	2	174073	POSTMASTER	POSTMASTER - CHEBOYGAN	EQ 2018 ASSESSMENT CHANGE NOTICES	10,151.96
02/21/2018	2	174074	REGISTER	TRAINING FORCE USA	SD LEADERSHIP COACHING - GINOP & HOLT	398.00
02/21/2018	2	174075	REGISTER	OTTAWA COUNTY SHERIFFS OFFICE	SD 2018 MARINE ACADEMY FOR CHRISTIAN WOO	150.00
02/21/2018	2	174076	REGISTER	CLARE COUNTY SHERIFF MOUNTED DIV	SD SAR ACADEMY & HORSEMENSHIP ACADEMY	570.00
02/21/2018	2	174077	STELLAR	STELLAR SERVICES	SDJ INMATE SUPPLIES - INDIGENT KIT	19.56
					SDJ INMATE SUPPLIES - COMMISSARY ORDER	771.31
					SDJ INMATE SUPPLIES - INDIGENT KIT	8.52
					SDJ INMATE SUPPLIES - COMMISSARY ORDER	949.98
					SDJ INMATE SUPPLIES - INDIGENT KIT	6.78

CHECK REGISTER FOR CHEBOYGAN COUNTY
 CHECK DATE FROM 02/01/2018 - 02/28/2018

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/27/2018	2	174095	LYON S	SHARON LYON	PZ PLANNING COMMISSION MTGS 2/7/18 & 2/2	138.86
					PZ PLANNING COMMISSION SITE VISITS 2/7/1	130.14
						269.00
02/27/2018	2	174096	NCE	NORTHERN COPY EXPRESS	PC SA FDTA WORK BOOKS (36 BOOKS)	325.20
02/27/2018	2	174097	OFF DEPOT	OFFICE DEPOT	CR OFFICE SUPPLIES - TAPE, 2" SEALS	32.97
02/27/2018	2	174098	OSTWALD	CHARLES OSTWALD	PZ PLANNING COMMISSION MTGS 2/7/18 & 2/2	103.98
					PZ PLANNING COMMISSION SITE VISITS 2/2/1	123.06
						227.04
02/27/2018	2	174099	SFMP	SUPERFLEET MASTERCARD PROGRAM	SRR FUEL ACTIVITY 1/16/18-2/17/18	842.56
02/27/2018	2	174100	SPIES-SRR	SPIES AUTO PARTS & TIRE	SRR HEAD LIGHT BULBS FOR 2010 FORD ESCAP	38.40
02/27/2018	2	174101	STEV R	RUSSELL STEVENS	DHS CC #22759770 1/2/18-1/5/18	424.01
02/27/2018	2	174102	STEV R	RUSSELL STEVENS	DHS CC# 22759770 1/9/18 - 1/23/18	1,060.03
02/27/2018	2	174103	WEST-CR	THOMSON REUTERS - WEST	CR LIBRARY PLAN CHARGES 1/5/18-2/4/18 AC	4.68
02/27/2018	2	174104	CONSUMERS	CONSUMERS ENERGY	MA DORIS REID ELECTRIC ACCT#103003539980	1,807.08
02/27/2018	2	174105	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT#100026019925 1/9/18-2/6	39.03
02/27/2018	2	174106	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT# 100000107183 1/19/18-	4,894.74
02/27/2018	2	174107	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT# 100029199252 1/12/18-	24.22
02/27/2018	2	174108	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT# 100027732369 1/11/18	206.77
02/27/2018	2	174109	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT# 100000163434 1/1/18 -	29.81
02/27/2018	2	174110	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT#100032118323 1/16/18-	27.68
02/27/2018	2	174111	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT# 100032117473 1/16/18-	24.22
02/27/2018	2	174112	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT#100032117523 1/16/18-2/	104.06
02/27/2018	2	174113	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT#100045025812 1/16/18-2	25.19
02/27/2018	2	174114	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT# 100032117358 1/16/18-	101.72
02/27/2018	2	174115	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT#100032117309 1/16/18-2	24.22
02/27/2018	2	174116	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT# 100000225340 1/1/18-1/	45.03
02/27/2018	2	174117	CONSUMERS	CONSUMERS ENERGY	FG ELECTRIC ACCT# 100032117416 1/16/18-2	65.05
02/27/2018	2	174118	CONSUMERS	CONSUMERS ENERGY	MA ELECTRIC ACCT# 100045328463 1/1/18-1	45.03
02/27/2018	2	174119	DTE	DTE ENERGY	MA GAS ACCT# 456433900010 1/6/18-2/7/18	4,218.75
02/27/2018	2	174120	DTE	DTE ENERGY	MA DORIS REID GAS ACCT# 910021270889 1/	342.80
02/27/2018	2	174121	DTE	DTE ENERGY	FG/RC GAS METER# 4008216002 06 & METER#	150.01
02/27/2018	2	174122	PIE&G	PRESQUE ISLE ELECTRIC & GAS	RC SECURITY LIGHT ACCT# 9465900000	15.67
02/27/2018	2	174123	MCLAREN-PE	MCLAREN NORTHERN MICHIGAN	SD MEDICAL TREATMENT - SAMUEL/ ER	1,916.72
02/28/2018	2	174124	CENTURY	CENTURYLINK	IS MONTHLY PHONE SERVICE ACCT# 88901091	336.37
02/28/2018	2	174125	CENTURY	VOID		
02/28/2018	2	174126	CHARTER	CHARTER COMMUNICATIONS	IS INTERNET SERVICE ACCT# 82451226700683	99.98
02/28/2018	2	174127	CHARTER	CHARTER COMMUNICATIONS	CCM MARINA TELEPHONE ACCT#82451226700845	219.94
02/28/2018	2	174128	CHASE	DAN CHASE	CD MEAL - GAYLORD	7.19
02/28/2018	2	174129	DELL	DELL	POWEREDGER830 VMWARE HOST SERVER ORDER#	8,767.99
02/28/2018	2	174130	GASLIGHT	GASLIGHT MEDIA	IS MONTHLY WEBSITE HOSTING & SEARCH ENGI	150.00
02/28/2018	2	174131	JLA	JOHNSTON LEWIS ASSOCIATES, INC	AD INSURANCE ON UNDERGROUND STORAGE TANK	906.10
02/28/2018	2	174132	MADCPO	MADCPO TREASURER	DC MADCPO CONFERENCE & MEMBERSHIP DUES	270.00
02/28/2018	2	174133	NOP	NATIONAL OFFICE PRODUCTS	MA SUPPLIES - RUBBERBANDS (2 SIZES)	17.68
02/28/2018	2	174134	OTIS	OTIS ELEVATOR COMPANY	MA ELEVATOR SERVICE FROM 3/1/18 - 5/31/1	455.54
02/28/2018	2	174135	SOM-DOMB	STATE OF MICHIGAN	FN 2017 MISAIL IMAGERY - CHEBOYGAN COUNT	13,433.34
02/28/2018	2	174136	AST	ADVANCED SAFETY TRAINING	CC DRUG TESTING FOR DRUG COURT PARTICIPA	92.00
02/28/2018	2	174137	CDT CC	CHEBOYGAN DAILY TRIBUNE	CC SUBSCRIPTION RENEWAL - 52 WEEKS BEGIN	165.00
02/28/2018	2	174138	CHS-DGC	CATHOLIC HUMAN SERVICES	CC DGC COUNSELING SERVICES JAN 2018	30.00
02/28/2018	2	174139	CULLIGAN	MCCARDEL CULLIGAN-PETOSKEY	CC JURY ROOM WATER ACCT# 0216832	107.50
02/28/2018	2	174140	DECKA	DECKA DIGITAL	CC PLEADING PAPER (500 CT)	85.05
02/28/2018	2	174141	HARBOR	HARBOR HALL INC	CC DGC COUNSELING SERVICES JAN 2018	142.15
02/28/2018	2	174142	MEMBER	MACCA	CC MEMBERSHIP FEE - KAREN CHAPMAN	75.00
02/28/2018	2	174143	MSC	MICHIGAN SUPREME COURT	CC JIS SERVICES JAN-MAR 2018	3,176.40
02/28/2018	2	174144	NMIDS	NORTHERN MI IND DRUG SCREEN LLC	CC DGC DRUG TESTING JAN 2018 (38 TESTS)	152.00
02/28/2018	2	174145	NOP	NATIONAL OFFICE PRODUCTS	CC OFFICE SUPPLIES - INDEX CARDS, INK CA	63.88
02/28/2018	2	174146	RED TOX	REDWOOD TOXICOLOGY LABORATORY	CC DGC DRUG TESTING JAN 2018	1,058.40
02/28/2018	2	174147	RED TOX	REDWOOD TOXICOLOGY LABORATORY	CC DGC ETG TESTING JAN 2018	144.00

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
02/28/2018	2	174148	SPARTAN	SPARTAN STORES LLC	CC MISC CHARGES/JURORS ACCT# 15662	42.52
02/28/2018	2	174149	WEST-CC	THOMSON REUTERS - WEST	CC WEST INFORMATION CHARGES JAN 2018	822.41
02/28/2018	2	174150	WEST-CC	THOMSON REUTERS - WEST	CC WEST INFORMATION CHARGES 1/5/18-2/4/1	314.13
02/28/2018	2	174151	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN CHARGES 1/5 - 2/4/18	74.85
02/28/2018	2	174152	WEST-CC	THOMSON REUTERS - WEST	CC LIBRARY PLAN CHARGES 1/5 - 2/4/18	27.00
02/28/2018	2	174153	ASHE M	MEGAN FENLON	PC CELL PHONE REIMBURSEMENT FEB 2018	45.00
02/28/2018	2	174154	CAS	CHEBOYGAN AREA SCHOOLS	PC 2018 BASIC GRANT/ DIVERSION SERVICES	2,500.00
02/28/2018	2	174155	CHSI	CATHOLIC HUMAN SERVICES INC	PC 2018 BASIC GRANT/DIVERSION SERVICE	2,000.00
02/28/2018	2	174156	DSSI	DRUG SCREEN SOLUTIONS INC	PC COURT ORDERED SERVICES JAN 2018	122.50
02/28/2018	2	174157	HARBOR	HARBOR HALL INC	PC 2018 BASIC GRANT/ DIVERSION SERVICES	1,000.00
02/28/2018	2	174158	ILS	INLAND LAKES SCHOOLS	PC 2018 BASIC GRANT/DIVERSION SERVICES	1,000.00
02/28/2018	2	174159	JOY VALLEY	JOY VALLEY COUNSELING & CONSULT	PC COURT ORDERED SERVICES - JEWELL & BOL	875.00
02/28/2018	2	174160	ROTARY	CHEBOYGAN ROTARY	PC 2018 BASIC GRANT/ DIVERSION SERVICES	2,500.00
02/28/2018	2	174161	WCS	WOLVERINE COMMUNITY SCHOOLS	PC 2018 BASIC GRANT/DIVERSION SERVICES	1,500.00
02/28/2018	2	174162	YOUTH CTR	CHEBOYGAN YOUTH CENTER	PC 2018 BASIC GRANT/DIVERSION SERVICE	4,000.00
02/28/2018	2	174163	BROW C	CHARLES BROWN	PC SA FDTA THIRD SESSION BILLING	1,643.30
02/28/2018	2	174164	CRANHAM	BRUCE CRANHAM PC	FOC REFEREE HEARINGS JAN-FEB 2018	1,800.00
02/28/2018	2	174165	DANI K	KAREN DANIEL	DHS BOARD MEETING 2/14/18	48.56
02/28/2018	2	174166	FERN FORD	FERNELIUS FORD LINCOLN	SD 2015 FORD EXPLORER - ENGINE REPAIR	376.50
					SD 2015 FORD EXPLORER - EXHAUST SMELL	128.50
					SD 2015 FORD EXPLORER - EXHAUST SMELL AG	108.90
					SD 2015 FORD EXPLORER - MANIFOLD	810.61
						<u>1,424.51</u>
02/28/2018	2	174167	GOUJ C	CAL GOUINE	BOC COMMISSIONER MILEAGE 2/27/18	3.82
02/28/2018	2	174168	JOHN K	KAREN JOHNSON	BOC COMMISSIONER MILEAGE 2/27/18 + 5 MTG	21.27
02/28/2018	2	174169	MARTECH	MARTECH SYSTEMS INC	CF BLUE RIBBON SOFTWARE UPDATE	289.00
02/28/2018	2	174170	MATE R	ROBERTA MATELSKI	BOC COMMISSIONER MILEAGE 2/27/18 + 8 MTG	185.30
02/28/2018	2	174171	MEYE K	KAREN MEYERS	SD REPAIR (3) BENCH SEATS	70.00
02/28/2018	2	174172	MOW	MICHIGAN OFFICEWAYS INC	FOC OFFICE SUPPLIES - SHEET PROTECTORS,	50.45
02/28/2018	2	174173	NEWM M	MICHAEL NEWMAN	BOC COMMISSIONER MILEAGE 2/27/18 + 8 MTG	380.43
02/28/2018	2	174174	OCEI	ONAWAY CUSTOM EMBROIDERY INC	SD (7) EMBROIDERED SHIRTS	140.00
02/28/2018	2	174175	OFF DEPOT	OFFICE DEPOT	PC SUPPLIES - WIPES, LGL FOLDERS, STAPLE	34.78
02/28/2018	2	174176	OHEN D	DANIEL L OHENLEY	FN REIMBURSEMENT FOR MDOT DRIVERS PHYSIC	143.00
02/28/2018	2	174177	REGISTER	M.A.F.E.	CF M.A.F.E. DUES & BANQUET TICKETS - 201	615.00
02/28/2018	2	174178	SALT R	RAEANN SALTER	PC GUARDIANSHIP REVIEW - BURDICK, LYNN	40.00
02/28/2018	2	174179	SAP	STRAITS AREA PRINTING	FOC PRINTED WINDOW & SOLID ENVELOPES (60	377.95
02/28/2018	2	174180	SCHW J	JEAN SCHWIND	DHS BOARD MEETING 2/14/18	50.70
02/28/2018	2	174181	SOM-SCF	STATE OF MICHIGAN	PC JIS USER FEE JAN - MAR 2018	2,946.23
02/28/2018	2	174182	SZUM D	DARLENE SZUMKO	PC TRIAL COURT APPT ATTY - CZINKI, DAVE	225.00
02/28/2018	2	174183	WALLACE	JOHN WALLACE	BOC COMMISSIONER MILEAGE 2/27/18	49.05
02/28/2018	2	174184	WEST-PC	THOMSON REUTERS - WEST	PC LIBRARY PERIODICALS - 2 INVOICES	78.22
02/28/2018	2	174185	ZAREMBA	ZAREMBA EQUIPMENT INC	SRR BUS #609 REMOVE EXHAUST MANIFOLDS, R	2,503.81
					SRR (9) COLD WEATHER BRA'S FOR FRONT OF	709.83
						<u>3,213.64</u>
2 TOTALS:						
Total of 294 Checks:						869,213.89
Less 8 Void Checks:						100.00
Total of 286 Disbursements:						<u>869,113.89</u>

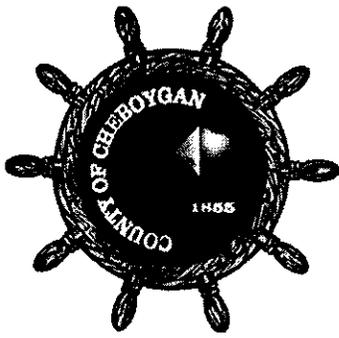
Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 3 TAX REVOLVING FUND						
02/14/2018	3	7181	CDT-GEN	CHEBOYGAN DAILY TRIBUNE	TR GOLD FRONT PROPERTIES ADVERTISING	97.80
02/14/2018	3	7182	TITLE CK	TITLE CHECK LLC	TR FEB CERTIFIED MAILING EXPENSE/ 2016 T	8,234.03
02/15/2018	3	7183	SAULT	THE SAULT NEWS	TR INSERT PRINTINGS - TITLE SEARCH FEE	481.60
02/21/2018	3	7184	CDT-TR	CHEBOYGAN DAILY TRIBUNE	TR TITLE SEARCH FEE	330.00
02/21/2018	3	7185	DEEDS	REGISTER OF DEEDS	TR RECORD REDEMPTION CERTIFICATES (11)	330.00
02/21/2018	3	7186	TITLE CK	TITLE CHECK LLC	TR 1/12 ANNUAL FEE PER MONTH-324 PARCEL	1,697.76
3 TOTALS:						
Total of 6 Checks:						11,171.19
Less 0 Void Checks:						0.00
Total of 6 Disbursements:						11,171.19

03/05/2018 01:55 PM
User: DWALINSKY
DB: Cheboygan

CHECK REGISTER FOR CHEBOYGAN COUNTY
CHECK DATE FROM 02/01/2018 - 02/28/2018

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 5 COUNTY ROAD TRANSFERS						
02/28/2018	5	2100811	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR ROAD TRANSFER 2/13/18	80,405.28
02/28/2018	5	2100812	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR ROAD TRANSFER 2/20/18	380,383.54
02/28/2018	5	2100813	CTY ROAD	CHEBOYGAN CTY ROAD COMMISSION	CCR ROAD TRANSFER 2/27/18	75,923.98
5 TOTALS:						
Total of 3 Checks:						536,712.80
Less 0 Void Checks:						0.00
Total of 3 Disbursements:						<u>536,712.80</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 9 INMATE ACCOUNT						
02/05/2018	9	1113	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	2,176.00
02/05/2018	9	1114	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	350.00
02/05/2018	9	1115	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	50.00
02/05/2018	9	1116	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	150.00
02/13/2018	9	1117	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	500.00
02/13/2018	9	1118	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	1,558.00
02/14/2018	9	1119	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	3,884.36
02/16/2018	9	1120	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	235.00
02/23/2018	9	1121	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	53.00
02/28/2018	9	1122	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	5,771.71
02/28/2018	9	1123	INMATE	SHERIFF INMATE TRUST	INMATES MONEY PAYABLE	6,210.00
9 TOTALS:						
Total of 11 Checks:						20,938.07
Less 0 Void Checks:						0.00
Total of 11 Disbursements:						20,938.07



Cheboygan County Board of Commissioners' Meeting

March 13, 2018

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

Summary: This is the contract that supplies us our Federal operating funds to operate SRR. We will be receiving 18.5 percent of our allowable expenses from this contract. This authorization will award us part of these funds, the remainder of the funds will be coming later in the year as it has been done in years past as Congress has yet to act on the full transit bill. This contract has been reviewed by civil counsel in the past and is standard boiler plate funding agreement.

Financial Impact: Revenues of \$52,216 which is only part of our total request for 2018 funding from the FTA. The remainder will come in a revision later after congress finalizes the transit bill for 2018.

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

Prepared by: Michael Couture

Department: Straits Regional Ride

Unsigned Copy
For Your Files

Date: December 21, 2017
Agreement No.: 2017-0032
Authorization No.: P5
Job No.: 202322
Agenda: MA

**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 MDOT. 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 grant associated with the PROJECT AUTHORIZATION is Temporary No. 1207-2017-3/Permanent No. MI-2017-030-01.

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 revised 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 8 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 8 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: <http://www.dol.gov/olms/regs/compliance/compltransit.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."

Funding source:
2018/56150 \$52,216 (F)

PRF No.: 2018-73

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 March 13, 2018

Title: Marine Safety Program Grant Application 2018

Summary:

Each year the Cheboygan County Sheriff Department submits an application for the Marine Safety Grant Program. This grant application was due by March 1, 2018 and is requesting reimbursement for wages and fringe benefits related to patrol hours worked by the full-time Recreation Sergeant and six part-time seasonal Marine Deputies at an estimated cost of \$80,225. This grant application also requests reimbursement for patrol vehicle usage, patrol boat usage, materials and supplies and other services related to the operation of the Marine Safety Department at an estimated cost of \$26,400. The reimbursement is based on a state-wide needs study conducted by the Michigan DNR. Local match is required for the difference between the amount requested and the amount granted based on the needs study.

Financial Impact:

This grant will secure funding for a portion of the Marine Safety Program operations already included in the 2018 budget.

Recommendation:

Motion to ratify the submitted grant application for fiscal year 2018 Marine Safety Program Grant and authorize the Sheriff to sign the application and all future forthcoming documentation after review and approval by the Finance Director, and legal counsel, if applicable.

Prepared by: Sheriff Dale V. Clarmont
Jeffery B. Lawson

Department: Cheboygan County Sheriff Department
Administration

Marine Safety Grant Application 2018
Organization: Cheboygan County Sheriff's Department
Applicant Information

MS18-073

Michigan Department of Natural Resources
Law Enforcement / Grants Management
Marine Safety Program
Grant Application

This information is required under the authority of Part 801 Marine Safety, 1994 PA 451, as amended.

CFDA 97.012 Boating
Safety Financial Assistance

Grant Applicant (Law Enforcement Agency) Cheboygan County Sheriff's Department			* Grant Type <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Equipment	
* Contact Person Kelsey Kennedy			* Type of Funds Requested <input type="checkbox"/> State <input type="checkbox"/> Federal <input checked="" type="checkbox"/> No Preference	
Number and Street or Rural Route 870 South Main Street			Telephone (231) 627-3155	FAX (231) 627-8880
City Cheboygan	State MI	ZIP 49721	Email kkennedy@cheboygancounty.net	

Marine Safety Grant Application 2018
Organization: Cheboygan County Sheriff's Department
Law Enforcement Wages And Benefits

MS18-073

*Number of law enforcement personnel working in the Marine Safety program:

1	Full Time
6	Part Time

Detail of Law Enforcement Wages and Benefits:

Full Time

A) Average hourly wage of officers working in the county Marine Safety program	\$26.79
B) Average Fringe percentage	41.63%
C) Estimated total hours of Marine Safety law enforcement and related activities	1384

Part Time

A) Average hourly wage of officers working in the county Marine Safety program	\$11.60
B) Average Fringe percentage	13.87%
C) Estimated total hours of Marine Safety law enforcement and related activities	2098

Total Full Time	\$52,513
Total Part Time	\$27,712
Total	\$80,225

Marine Safety Grant Application 2018
Organization: Cheboygan County Sheriff's Department
Contracted Services, Supplies & Materials

MS18-073

Patrol Vehicle Usage

A) Mileage rate calculation for 5 vehicles.

Mileage rate		\$0.36
Total estimated miles	x	6667
Subtotal		\$2,400.12

B) Leased vehicle calculation for 0 vehicles.

Total Lease amount/month (all vehicles)		\$0
Number of months	x	0
Total estimated fuel & oil costs	+	\$0
Subtotal		\$0

C) Actual cost calculation for 1 vehicles.

Total estimated fuel & oil costs		\$700.00
Total estimated maintenance costs	+	\$0
Subtotal		\$700.00

Patrol Vehicle Total **\$3,100.12**

Patrol Boat Usage:

A) Actual cost calculation for 5 vehicles.

Total estimated fuel & oil costs		\$10,000.00
Total estimated maintenance costs	+	\$5,000.00
Patrol Boat Total		\$15,000.00

Materials/Supplies to be purchased

Item	Quantity	Cost per item
Dockage	4	\$1,225.00
Uniforms	5	\$200.00
misc equipment	5	\$300.00
cleaners/waxes/office supplies	4	\$50.00
Materials/Supplies Total		\$7,600.00

Services to be Contracted

Service	Cost per service	
Marine school	\$700.00	
Contracted Services Total		\$700.00

Total Contracted Services, Supplies & Materials **\$26,400**

Marine Safety Grant Application 2018
Organization: Cheboygan County Sheriff's Department
Summary of Estimated Expenditures

MS18-073

Law Enforcement Wages and Benefits Total (Operating grant)	<u>\$80,225</u>
Contracted Services, Supplies & Materials Total (Operating grant)	<u>\$26,400</u>
Total Equipment to be Purchased (Equipment grant)	<u>\$0</u>
Total	<u>\$106,625</u>

Marine Safety Grant Application 2018
Organization: Cheboygan County Sheriff's Department
Certification

MS18-073

Operation Certification

I hereby certify that the county board of commissioners has appropriated the sum indicated in this Grant Application for the Marine Safety Program and that the treasurer has been authorized and instructed to establish a restricted Marine Safety Account and to deposit therein all sums appropriated to be used solely for wages and benefits, contractual services, and supplies and materials costs for the grant period indicated.

Click here to certify

<u>Jodi Beauchamp</u>	<u>2/26/2018</u>
Authorized Official Name	Date

Equipment Certification

I hereby certify that the county board of commissioners has appropriated the sum indicated in this Grant Application for the Marine Safety Program and that the treasurer has been authorized and instructed to establish a restricted Marine Safety Account and to deposit therein all sums appropriated to be used solely for equipment costs for the grant period indicated.

Click here to certify

<u>Jodi Beauchamp</u>	<u>2/26/2018</u>
Authorized Official Name	Date

Jodi Beauchamp

From: mirecgrants-noreply@michigan.gov
Sent: Monday, February 26, 2018 11:22 AM
To: Jodi Beauchamp; ballardm3@michigan.gov; Kelsey Kennedy; bayusc@michigan.gov; brooksl@michigan.gov
Subject: Marine Safety Application MS18-073 Successfully Submitted

Congratulations! You have successfully submitted application MS18-073.

Your application is now under review by DNR staff.

MISCELLANEOUS RESOLUTION, #18062

BY: Commissioners Shelley Goodman Taub, District #12; William Dwyer, District #14; Gary McGillivray, District #20; Hugh Crawford, District #9; Wade Fleming, District #16; Thomas Middleton, District #4; Doug Tietz, District #11; Phil Weipert, District #8; David Bowman, District #10; Michael Spisz, District #3; Eileen Kowall, District #6;

IN RE: BOARD OF COMMISSIONERS – OPPOSING THE STATE BUDGET OFFICE’S PROPOSED AMENDMENTS TO THE MICHIGAN INDIGENT DEFENSE ACT, MCL 780.991 et a.

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Michigan Indigent Defense Commission Act (MIDC Act), MCL 780.981 et al, requires local funding units (counties, cities, villages and townships) to take over the delivery of indigent defense systems. MCL 780.983(g) and MCL 780.993(10); and

WHEREAS Oakland County is the local funding unit of the 6th Circuit Court and the four election division districts of the 52nd District Court; and

WHEREAS within Oakland County all the local funding units of the 35th (Northville), 43rd (Ferndale, Hazel Park and Madison Heights), 44th (Berkley and Royal Oak), 45th (Huntington Woods, Oak Park, Pleasant Ridge and Royal Oak Township.), 46th (Lathrup Village, City of Southfield, Southfield Township, Bingham Farms, Beverly Hills and Franklin), 47th (Farmington and Farmington Hills), 48th (Birmingham, Bloomfield Hills, Keego Harbor, Orchard Lake, Sylvan Lake, Bloomfield Township and West Bloomfield Township), 50th (Pontiac), 51st (Waterford Township) and 67th (Fenton) District Courts will also be impacted by the proposed amendments to the MIDC Act; and

WHEREAS Oakland County is required to spend funds to provide defense counsel to indigent defendants in compliance with the MIDC approved minimum standards at the level of its “local share”; and

WHEREAS “local share” is defined as the local funding unit’s average annual expenditures for indigent criminal defense services in the three fiscal years immediately preceding the creation of the MIDC under the MIDC Act [2010, 2011, 2012], excluding money reimbursed to the system by individuals determined to be partially indigent. MCL 780.993(6); and

WHEREAS the MIDC Act expressly provides that Oakland County “*shall not* be required to provide funds in excess of its local share.” MCL 780.993(7); and

WHEREAS Oakland County’s local share is calculated at **\$1.85 million**. MCL 780.983(h); and

WHEREAS the State Budget Office (SBO) is seeking an amendment to the MIDC Act which would redefine local share by requiring a “minimum local share of indigent defense system of **\$7.25 per capita**, and provide for an annual adjustment of a system’s local share by the Detroit Consumer Price Index or 3 percent, whichever is less, to maintain the local share of support”; and

WHEREAS the SBO per capita spending amendment would increase Oakland County’s local share calculation to **\$9 million** and would require Oakland County to spend a **minimum of \$9 million** on indigent defense services before the State of Michigan would provide **any** grant funding under the MIDC Act; and

WHEREAS the SBO per capita spending amendment is a de facto per capita tax and a violation of the unfunded mandate limitations of Headlee Amendment, Article 9, §29 of the Michigan Constitution of 1963; and

WHEREAS Oakland County is currently authorized by statute to seek reimbursements of the costs associated with providing indigent defense counsel to defendants. MCL 769.1k(b)(iv); and

WHEREAS Oakland County **averages \$869,000 in annual revenue** reimbursements from partially indigent defendants pursuant to MCL 7691k(b)(iv); and

WHEREAS ~~the~~ SBO is seeking an amendment to the MIDC Act which eliminates the deduction of reimbursement revenue from the local share calculation and mandates that “**90 percent of the revenue collected** from partially indigent defendants **be remitted to the state** to support statewide system costs”; and

WHEREAS under the amendment Oakland County will be able to retain only 10 percent or approximately **\$86,900** of its collected reimbursement revenue; and

WHEREAS the SBO reimbursement remittance amendment will allow the State of Michigan to **seize an average of \$800,000** in annual County reimbursement revenue; and

WHEREAS the SBO reimbursement remittance amendment will create a local disincentive for collections of those reimbursements; and

WHEREAS Oakland County can no longer be expected to continue to fund the effort to collect reimbursements from partially indigent defendants and act on behalf of the State when the cost of doing so will exceed the amendment’s 10 percent retained reimbursement revenue allowance. (Gosling Amendment – Misc. Resolution #90004); and

WHEREAS the SBO per capita spending amendment and reimbursement remittance amendment **will cost Oakland County residents and taxpayers in excess of \$9.8 million in expenses and lost revenue**; and

WHEREAS the SBO amendments to the MIDC Act will result in an unfunded mandate in violation of the Headlee Amendment, Article 9, §29 of the Michigan Constitution of 1963; and

WHEREAS the State of Michigan is already not fully funding the MIDC minimum standards for indigent defense in accordance with the revised first phase of standards to be implemented and any increase in costs imposed by the SBO per capita spending and reimbursement remittance amendments will simply exacerbate the State of Michigan's existing failure to comply with the MIDC Act; and

WHEREAS the State of Michigan is publicly demonstrating that it fully intends to continue shifting these increased costs onto Oakland County and other funding units within Oakland County in spite of the State funding promises made by the Legislature to secure votes to adopt the original MIDC Act; and

WHEREAS the increase in costs to \$9.8 million cannot be constitutionally shifted to Oakland County under the Headlee Amendment, Article 9, §29 of the Michigan Constitution of 1963; and

WHEREAS Oakland County has long been concerned that the State of Michigan would not pay for the increased costs associated with the implementation of the MIDC minimum standards under the MIDC Act; and

WHEREAS for these reasons, the Oakland County Board of Commissioners is opposed to the passage and enactment of the SBO proposed amendments to the MIDC Act; and

WHEREAS for these reasons, the Oakland County Executive is opposed to the passage and enactment of the SBO proposed amendments to the MIDC Act.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby opposes the passage of the SBO proposed amendments to the MIDC Act.

BE IT FURTHER RESOLVED that the Oakland County Clerk is requested to forward copies of this adopted resolution to the Governor, the Lieutenant Governor, the State Budget Office, the Oakland County members of the Michigan legislature delegation, the Michigan Association of Counties, the Oakland County Executive, the Chief Judges of the 35th (Northville), 43rd (Ferndale, Hazel Park and Madison Heights), 44th (Berkley and Royal Oak), 45th (Huntington Woods, Oak Park, Pleasant Ridge and Royal Oak Township.), 46th (Lathrup Village, City of Southfield, Southfield Township, Bingham Farms, Beverly Hills and Franklin), 47th (Farmington and Farmington Hills), 48th (Birmingham, Bloomfield Hills, Keego Harbor, Orchard Lake, Sylvan Lake, Bloomfield Township and West Bloomfield Township), 50th (Pontiac), 51st (Waterford Township), 52nd and 67th (Fenton) District Courts located within Oakland County, the Chief Judge of the 6th Circuit Court, the government relations consulting firm representing the interests of the Oakland County Board of Commissioners and the Chairpersons of the Board of Commissioners in all other Michigan counties.

Chairperson, I move the adoption of the foregoing resolution.

Shelley Goodman Taub
Commissioner Shelley Goodman Taub
District #12

Mary G. McGillivray
Thomas F. Middleton
Commissioner Gary McGillivray
District #20

Commissioner Wade Fleming
District #16

UP J. T.
Commissioner Doug Tietz
District #11

David Bowman
Commissioner David Bowman
District #10

Eileen Kowall
Commissioner Eileen Kowall
District #6

Adrian Kochenderfer
Commissioner
District # 15

Commissioner
District #

Commissioner
District #

Commissioner
District #

Commissioner
District #

William Dwyer
Commissioner William Dwyer
District #14

Hugh Crawford
Commissioner Hugh Crawford
District #9

Thomas Middleton
Commissioner Thomas Middleton
District #4

Phil Weipert
Commissioner Phil Weipert
District #8

Michael Spisz
Commissioner Michael Spisz
District #3

Commissioner
District # 5

Bon Hoffmann
Commissioner
District # 2

Commissioner
District #

Commissioner
District #

Commissioner
District #

Commissioner
District #

Moved by Taub supported by Bowman to suspend the rules and vote on Miscellaneous Resolution #18062 - Board of Commissioners – Opposing the State Budget Office's Proposed Amendments to the Michigan Indigent Defense Act, MCL 780.991 Et a..

Vote on motion to suspend the rules:

AYES: Hoffman, Jackson, Kochenderfer, Kowall, McGillivray, Middleton, Quarles, Spisz, Taub, Tietz, Weipert, Woodward, Zack, Berman, Bowman, Crawford, Dwyer, Gershenson. (18)

NAYS: None. (0)

A sufficient majority having voted in favor, the motion to suspend the rules and vote on Miscellaneous Resolution #18062 - Board of Commissioners – Opposing the State Budget Office's Proposed Amendments to the Michigan Indigent Defense Act, MCL 780.991 Et a. carried.

Discussion followed.

Moved by Woodward supported by Gershenson the resolution be amended as follows:

INSERT the following before the last WHEREAS clause

WHEREAS studies show Michigan is among the worst states in the country at protecting the constitutional rights of poor criminal defendants; and

WHEREAS, based on the proposals sent to the Michigan Indigent Defense Commission from virtually every county across the state, Michigan counties currently paid at least \$108 million MORE on prosecuting people accused of a crime than they do on the constitutionally required public defense attorneys for Michiganders who can't afford their own lawyer; and

WHEREAS when a defendant has inadequate legal representation it can result in wrongful convictions and quite possibly poor innocent people being sent to jail; and

WHEREAS inadequate legal defense was a factor in nearly half of the overturned convictions in Michigan; and

INSERT the following BEFORE the last BE IT FURTHER RESOLVED clause:

BE IT FURTHER RESOLVED that the Oakland County Board of Commissions supports the Michigan Indigent Defense Act and its efforts to insist upon fair and equal justice for low-income and indigent defendants; and recognizes not nearly enough is being spent on indigent defense in this state.

BE IT FURTHER RESOLVED that Oakland County believes that just because a defendant is poor, he or she should not be denied justice afforded to rich defendants.

BE IT FURTHER RESOLVED the Oakland County Board of Commissioners affirms that it is not acceptable for wealth to buy constitutional protection. Instead the government must provide the rights afforded by the Constitution to all citizens regardless of income.

BE IT FURTHER RESOLVED that Oakland County recognizes that while equal access to justice is a fundamental constitutional right, the expenses related to providing these vital services must not be unfairly shifted to county and local governments.

Discussion followed.

Commissioner Taub addressed the Board to offer an amendment to the amendment.

INSERT the following BE IT FURTHER RESOLVED clause (ONLY):

BE IT FURTHER RESOLVED that Oakland County recognizes that while equal access to justice is a fundamental constitutional right, the expenses related to providing these vital services must not be unfairly shifted to county and local governments.

Discussion followed.

Vice-Chairperson Michael Spisz addressed the Board to request a roll call vote on the offer of an amendment to the amendment.

Vote on amendment to the amendment:

AYES: Jackson, Kochenderfer, Kowall, McGillivray, Middleton, Quarles, Spisz, Taub, Tietz, Weipert, Woodward, Zack, Berman, Bowman, Crawford, Gershenson, Hoffman. (17)

NAYS: None. (0)

A sufficient majority having voted in favor, the offer to amend the amendment carried.

Discussion followed.

Moved by Taub supported by Hoffman to amend the amendment as follows:

INSERT the following BE IT FURTHER RESOLVED clause (ONLY):

BE IT FURTHER RESOLVED that Oakland County recognizes that while equal access to justice is a fundamental constitutional right, the expenses related to providing these vital services must not be unfairly shifted to county and local governments.

Vote on the amended amendment:

AYES: Kochenderfer, Kowall, McGillivray, Middleton, Spisz, Taub, Tietz, Weipert, Woodward, Zack, Berman, Bowman, Crawford, Gershenson, Hoffman, Jackson. (16)

NAYS: Quarles. (1)

Discussion followed.

Vote on the resolution as amended by the amended amendment:

AYES: Kowall, McGillivray, Middleton, Quarles, Spisz, Taub, Tietz, Weipert, Woodward, Zack, Berman, Bowman, Crawford, Gershenson, Hoffman, Jackson, Kochenderfer. (17)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolution as amended, by the amended amendment, was adopted.

RECEIVED

MAR 07 2018

CHEBOYGAN CO. CLERK

Derrell D. Parn 2/23/18

**I HEREBY APPROVE THIS RESOLUTION
CHIEF DEPUTY COUNTY EXECUTIVE
ACTING PURSUANT TO MCL 45.559A (7)**

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on February 21, 2018, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 21st day of February, 2018.

Lisa Brown
Lisa Brown, Oakland County

**COUNTY BOARD OF COMMISSIONERS
FINANCE/BUSINESS MEETING
February 13, 2018**

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

Roll called and a quorum present

Present: Commissioners Karen Johnson, Richard Sangster, Michael Newman, Cal Gouine, Roberta Matelski, John Wallace, Robert Bolinger.

Absent: None

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

Motion by Commissioner Sangster, seconded by Commissioner Bolinger, to approve the agenda as corrected adding Citizens Comments after New Business. Motion carried with 7 yes, 0 no and 0 absent.

Motion by Commissioner Sangster, second by Commissioner Bolinger, to approve the consent agenda as follows:

- A. Approve Monthly Finance Claims (Finance Total = \$23,772.80; Prepaid Total = \$1,193,726.78.
- B. Budget Adjustments
 - 2017 Raise Revenue/Expenditures
 - 1) Fund 101 Total Budget Increase Totaling \$7,931.68
 - 2) Fund 283 Total Budget Increase Totaling \$1,500
 - 2017 Lower Revenue/Expenditures
 - 1) Fund 267 Total Budget Decrease Totaling \$4,171.53
 - 2) Fund 276 Total Budget Decrease Totaling \$12,445.99
- C. Investment Report
- D. Top O Michigan Outboard Racing Club Request for Waiver of "No Wake"
- E. Straits Regional Ride – 2019 Annual Grant Application Resolution 18-02
- F. Correspondence:
 1. Alger County Resolution Opposing HB 5096-5098
 2. Eaton County Resolution Opposing HB 5096-5098
 3. Gogebic County Resolution Opposing HB 5096-5098
 4. Gratiot County Resolution Opposing HB 5096-5098
 5. Wexford County Resolution Opposing HB 5096-5098
- G. Minutes:
 1. Organizational Finance/Business Meeting of January 9, 2018, Committee of the Whole Meeting of January 23, 2018
 2. ZBA – 10/25/17 & 11/27/17
 3. Planning Commission Minutes – 1/3/18 & 1/17/18
 4. District #4 Health Dept. – 12/19/17
 5. Department of Public Works – 1/17/17
 6. City Council Minutes – 12/12/17 & 1/9/18
 7. County Road Commission Minutes – 1/4/18 (Regular & Organizational)

8. NEMSCA – 1/5/18

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

CITIZENS COMMENTS - None

SCHEDULED VISITORS

Chairperson Wallace and Administrator Lawson presented Scott McNeil a certificate of appreciation for his eight (8) years of services. Mr. McNeil stated that he had been fortunate to have a career in local government, to serve the community and he thanked everyone.

Finance Director's Report

Administrator Jeff Lawson stated that there would be no General Fund Revenue and Expenditure Report for December 31, 2017 because the 2017 year-end adjustments were still being posted. Also Cash Summary by Fund Cash for December 2017 would not be presented until all the 2017 adjusting entries are posted, as cash balances could be affected. He gave an explanation of the Summarization of all budget adjustments posted from July 1, 2017 through December 31, 2017. Also Mr. Lawson gave an explanation of the Investment Report as of December 31, 2017 totaling \$21,499,486.39.

Administrator's Report

Administrator Jeff Lawson reported that the bids for the demolition of the Gold Front buildings would be accepted until 2 P.M. February 16, 2018. Four demolition companies have visited the site as of this week.

Administrator Jeff Lawson reported that bids for the Jail Kitchen addition and storage building were currently out for bids. A pre-bid meeting would be held on February 13, 2018 at 2 P.M. for inspection of the project areas and to answer any bid questions contractors may have. Bids would be accepted until 2 P.M. February 22, 2018.

Administrator Jeff Lawson reported that the Staff would be mailing out the Recycling Interlocal Agreements to participating units within the next two (2) weeks. Letters would also be sent to non-participating units to inquire their interest in entering into an interlocal agreement.

Administrator Jeff Lawson reported that the State of Michigan has requested financial clarification on expense items within the County's Indigent Defense Application. The application would be resubmitted prior to February 20, 2018 for State review. The State required reclassification of certain expenses related to construction items and has denied staff wage expenses for area they considered supplanting.

COMMITTEE REPORTS

Commissioner Matelski attended a number of township meetings and a Planning Commission Meeting.

Commissioner Johnson attended a ZBA Meeting where the issue of tiny houses came up and there seemed to be a lot of community support. This was something that the Board of Commissioner would be seeing shortly. She also attended an Airport Authority Board Meeting with the rebid of the SRE Building going out in April.

Commissioner Wallace attended a CCE 911 where the interviews were narrowed down to three (3) final candidates. An offer was given to one and they were still negotiating the conditions of the contract.

Commissioner Newman attended a Benton Township Meeting, CCE 911 Meeting, District #4 Health Meeting and several other meeting with nothing to note.

Commissioner Gouine attended an Inverness Township meeting, Planning Commission Meeting, and a Fair Board Meeting. At the Fair Board Meeting, the Board wants to hire someone new for the secretary position.

Commissioner Sangster attended a DDA Meeting in Cheboygan, City Council Meeting, NLEA Meeting where a presentation was done for the Downtown Main Street Program and he had the opportunity to be on a conference call with the Drain Commissioner Cam Cavitt and Administrator Jeff Lawson working on some resolutions to the lake draw down on Black Lake.

OLD BUSINESS - None

NEW BUSINESS

Interim Planning and Zoning Director Scott McNeil presented Zoning Ordinance Amendment #145 to rezone property currently zoned Lake & Stream Protection to Agriculture and Forestry Management District (M-AF) and Residential Development District (D-RS). The Planning Commission had recognized problems and conflicts between land zoned Lake and Stream Protection (P-LS) and the neighboring land. This conflict occurs in areas which were away from major lakes, rivers, and perennial streams.

The 5 year Implementation Plan (Zoning Plan) within the Cheboygan County Master Plan provided the following recommendation regarding the current Lake and Stream Protection zoning district: Refine these zoning districts to better identify water resources in need of protection rather than everything that is on a 7.5" USGS topographical map.

As a result, a large scale rezoning took place in 2015 via amendment #138. The changes brought forth by the rezoning sought to remove those properties which were not on a lake, river or on a perennial stream in the county from the P-LS zoning district. They were rezoned to be consistent with the zoning on neighboring property. Before amendment #138 was adopted, all properties within 500 feet of a body of water or stream as indicated on the USGS maps were included in the P-LS zoning district. This rezoning kept the existing 40 foot waterfront setback for those areas that were rezoned, which have ponds and intermittent streams.

It has been discovered that the subject area contained an intermittent stream previous identified as a perineal stream and currently zoned P-LS. This rezoning was being recommended in order to be constant with the 2015 rezoning.

Motion by Commissioner Gouine, seconded by Commissioner Johnson to adopt Zoning Ordinance Amendment #145 and in connection to the amendment of the zoning map and rezoning of property currently zoned Lake and Stream Protection (P-LS) to Agriculture and Forestry Management District (M-AF), Residential Development District (D-RS). The Cheboygan County Board of Commissioners hereby incorporates into this record all planning commission public hearing minutes and all documents submitted to the planning commission in connection with its consideration of the rezoning amendment and the Cheboygan County Board of Commissioners hereby adopts as its own the findings made by the Cheboygan County Planning Commission at its meeting on December 6, 2017 on the rezoning factors considered by the Planning Commission on the rezoning.

CHEBOYGAN COUNTY
Zoning Ordinance Amendment #145

AN ORDINANCE TO AMEND THE CHEBOYGAN COUNTY ZONING ORDINANCE NO. 200.

THE COUNTY OF CHEBOYGAN, STATE OF MICHIGAN ORDAINS:

Section 1. Amendment of Section 3.9.1.

The zoning map incorporated into the Cheboygan County Zoning Ordinance No. 200 by Section 3.9.1 is hereby amended to rezone property located in sections 17, 20 and 21, T37N, R1W, Benton Township, Cheboygan County generally described property located within five hundred (500) feet from an intermittent stream as depicted in the map below from Lake and Stream Protection District (P-LS) to Agriculture and Forestry Management District (M-AF).

Section 2. Amendment of Section 3.9.1.

The zoning map incorporated into the Cheboygan County Zoning Ordinance No. 200 by Section 3.9.1 is hereby amended to rezone property located in section 17, T37N,R1W, Benton Township, Cheboygan County from the Lake and Stream Protection District (P-LS) to Residential Development District (D-RS). The land to be rezoned is described as follows:

Lot 8 of the Plat of Riviera, Cheboygan County Records.

Section 3. Severability.

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

Section 4. Effective Date.

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



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

Interim Planning and Zoning Director Scott McNeil presented Zoning Ordinance Amendment #146 to establish the Lake and Stream Protection Shelter Overlay (P-LS-SO) zoning district. Consideration of this amendment began from discussion regarding variance applications for boathouse and boat shelters coming before the Zoning Board of Appeals. Land located 500 feet from a lake, river or perennial stream was in the Lake and Stream Protection zoning district. Currently there was a 40 foot standard water front setback from the high water mark for any structure in the Lake and Stream Protection zoning district. Due to this setback requirement, structures such as boathouses could not be built or replaced without a variance granted by the Zoning Board of Appeals.

The Planning Commission reviewed variance applications that had been submitted to the Zoning Board of Appeals in the past regarding boathouses and boat shelters along with review of existing boathouses and boat shelters along the Cheboygan River.

The Planning Commission also conducted a survey of property owners along the Cheboygan River, Indian River and Lower Black River relative to the desirability of boat shelters.

The Board of Commissioners had reviewed a similar amendment previously and remanded the following section back to the Planning Commission noting concerns that a width limitation not to exceed 20% of the lot width would not allow reasonable use of boat shelters on smaller lots.

Motion by Commissioner Sangster, seconded by Commissioner Johnson to adopt the ordinance based on the Planning Commission recommendation of approval as follows:

**CHEBOYGAN COUNTY
ZONING ORDINANCE AMENDMENT #146
AN ORDINANCE TO AMEND CHEBOYGAN COUNTY ZONING ORDINANCE NO. 200 TO
ESTABLISH THE LAKE AND STREAM PROTECTION SHELTER OVERLAY DISTRICT.**

Section 1. Amendment of Section 2.2.

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

BOAT SHELTER

A structure constructed over a boat well which is designed and used solely for the purpose of protecting or storing watercraft and related equipment for noncommercial purposes.

CANAL

An artificial waterway constructed to allow the passage of boats.

Section 2. Amendment of Zoning Ordinance.

The Cheboygan County Zoning Ordinance No. 200 is hereby amended to add a new Article 10A, Lake and Stream Protection Shelter Overlay District (P-LS-SO), which shall read in its entirety as follows:

**ARTICLE 10A – LAKE AND STREAM PROTECTION SHELTER
OVERLAY DISTRICT (P-LS-SO)**

SECTION 10A.1. PURPOSE.

The purpose of this overlay district is to provide for construction of boat shelters in areas where boathouses exist. Boat shelters will be required to meet certain conditions in order to be consistent with land use goals of the Master Plan including the Lake and Stream Residential future land use category.

SECTION 10A.2. BOUNDARIES

The boundaries of this overlay district shall be those waterfront lots located on the Cheboygan River, Indian River, the Lower Black River, and any canal connected to those rivers as shown on the Cheboygan County Zoning Map.

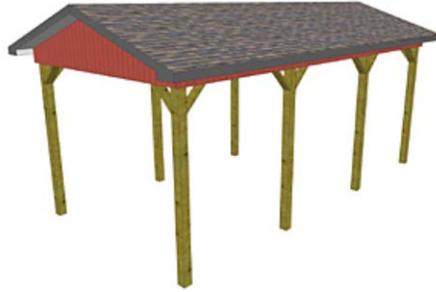
SECTION 10A.3. PERMITTED USES.

10A.3.1. All uses permitted by right in the underlying zoning district.

10A.3.2 Boat shelters, subject to the following conditions and requirements:

10A.3.2.1 No more than one (1) boat shelter shall be permitted on a lot of record.

10A.3.2.2 A boat shelter shall not be enclosed and shall not contain walls. Only structural components necessary to support the roof structure shall be permitted. The ability to see through the boat shelter from all angles must be maintained at all times as represented in the following illustration:



- 10A.3.2.3 The width of the boat shelter structure, with exception of the eaves, shall not exceed sixteen (16) feet.
- 10A.3.2.4 No part of the boat shelter shall extend more than two (2) feet from the wall or edge of the boat well with exception of the eaves.
- 10A.3.2.5 The boat shelter shall contain eaves no greater than two (2) feet.
- 10A.3.2.6 The boat shelter shall have a pitched roof that is no greater than 4/12 pitch, and shall not be designed or used as a deck, observation platform or for other similar uses.
- 10A.3.2.7 A boat shelter shall not exceed a building height of twelve (12) feet.
- 10A.3.2.8 Boat shelters shall be permitted in the waterfront setback of the underlying zoning district.

SECTION 10A.4 USES REQUIRING SPECIAL LAND USE PERMITS.

- 10A.4.1. All uses requiring special land use permits in the underlying zoning district.

SECTION 10A.5 DEVELOPMENT REQUIREMENTS

- 10A.5.1 Except as modified below, all development within this overlay district shall be in accord with the existing development standards for the underlying zoning district as specified in this Ordinance.

- 10A.5.2 Where the regulations of this overlay district differ from the regulations of the underlying zoning district, then the regulations of this overlay district shall control.

Section 3. Severability.

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

Section 4. Effective Date.

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

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

Administrator Jeff Lawson presented the Drug Court approval of SAMHSA Grant. The Cheboygan County Drug Court desires to apply for grant funds to expand the Drug Court Program. The application for the SAMHSA was due February 21, 2018. 53rd Circuit Drug Court needs to expand the program and would like to see more funding for drug testing, counseling services, mental health services, and for the transitional housing. They were also requesting more funding for much needed training. This would help the drug court team keep up with the changes that were required. It would also help fill the gaps in the program. There was a need to expand due to the increasing abuse of prescription medications and the co-occurring disorders that were seen in some of the participants. For a successful rehabilitation, these aforementioned services were critical to implement. Discussion held on the different programs that were offered in County.

Motion by Commissioner Newman, seconded by Commissioner Gouine to approve the Cheboygan County Drug Court SAMHSA Grant Application in the amount of \$44,252, and all future forthcoming documentation after review and approval by the County Administrator, and legal counsel, if applicable. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Jeff Lawson presented a revised copy of the Purchasing Policy previously adopted by the Cheboygan County Board of Commissioner. The changes were as follows: *Revising* = 1) Company name change 360 Services to Whitlock 360 Services; 2) Redefine Product or Service provided by Michigan Police Equipment from Body Armor to Police Equipment; and 3) Redefine Product or Service provided by Pro-Tech from Communications Equipment to Police Equipment. *Adding* = 1) Otec Communications to provide radio service and equipment for SRR activities; 2) Zarembas Equipment to provide major bus repair to appropriate SRR fleet vehicles; and 3) Office Depot to provide office paper for utilization in copy machines and printers. Supplier has met the needs of the County by providing the most cost effect grade that does not cause paper jams in equipment.

Motion by Commissioner Sangster, seconded by Commissioner Bolinger to adopt the revised Sole Vendor Listing 300 - 2A to become effective February 13, 2018 and delete OMS Compliance Services, Inc.. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Jeff Lawson presented the 2018 Salary & Wage Resolution – Non-Union General Employees #17-009 – Amendment #3 – Probate Court. Judge Butts' was taking advantage of attrition and restructuring the existing wage scale in his office to correct a comparable wage disparity that existed for a current employee without affecting the total cost of his department. The departure of the Deputy Probate Registrar would allow for a reset of the starting pay at a lower rate. This would provide additional funds to move an existing employee (Deputy Juvenile/Probate Registrar) closer to the comparable average established by the County during the 2015 comparable county wage survey. This rate change would go into effect February 14, 2018. (Copy can be obtained from the County Clerk's Office).

Motion by Commissioner Johnson, seconded by Commissioner Bolinger to adopt Amendment #3 to the 2018 Salary and Wage Resolution – Non-Union General Employee #17-009 to be effective February 14, 2018 and authorize the Chair to sign. A roll call vote was taken. Motion carried with 7 yes, 0 no and 0 absent.

Administrator Jeff Lawson presented the appointment of the Interim Finance Director. During the transition of the Finance Director position it was recommended to appoint an interim finance director. He stated that as the County Administrator, he currently oversaw the finance and budget activities. Discussion held on the functions and procedures of the Finance Director and the finance department.

Motion by Commissioner Sangster, seconded by Commissioner Matelski to appoint Jeffrey B. Lawson as the Interim Finance Director until the position of Finance Director was filled. Motion carried with 6 yes, 1 no (Commissioner Johnson) and 0 absent.

Administrator Jeff Lawson presented the transfer of title of operational trailer to Charlevoix, Cheboygan and Emmet County Office of Emergency Management. In 2003, grant funding was received by Charlevoix, Cheboygan and Emmet Counties to purchase an emergency response trailer for OEM operations. The trailers were currently maintained and funded through the Office of Emergency Management's budget. This transaction would transfer ownership to OEM. Discussion was held.

Motion by Commissioner Johnson, seconded by Commissioner Newman to authorize the County Clerk to transfer the title of the 2003 emergency management trailer to the Charlevoix, Cheboygan and Emmet County Office of Emergency Management subject to investigation. Motion carried with 7 yes, 0 no and 0 absent.

CITIZENS COMMENTS – None

BOARD MEMBERS COMMENTS

Commissioner Wallace reminded the Board of Commissioners about the Administrator's evaluation packet that was handed out with a deadline of March 1, 2018.

Commissioner Gouine asked how the progress on the District #4 Health Department remodeling was coming along. Administrator Lawson commented that he met with them last week. There was painting going on with the hope of finishing up today and renovation still going on in a couple other rooms.

Commissioner Johnson commented that since her appointment in July of 2017 to the Board of Commissioners, she has been trying to figure out how to assist the county to become a better place. She stated that she was truly disappointed in some of the actions and reactions of the board, but she believed that working together on some of these issues they could be resolved. Since her appointment in July there has been the resignation of two "top level" employees (Community Development Director Steve Schnell and Finance Director Kari Kortz). There was no Human Resources Department for employees to go to when conflicts arise. She stated that there were three (3) issues of concern for her, which were the health and well-being of county employees to give them a safe place to go when issues arise, the county seeming to be moving back in the direction of a controller; and administrative decisions that were in conflict with the zoning ordinances.

Commissioner Sangster commented that he had been working on the Cheboygan port project for the last six (6) to eight (8) years and had dealt with various groups and organizations related to economic development. Many counties face challenges in drawing manufacturing, but he felt Cheboygan County had more to offer than many other counties because of the geographic location, size and the scope of natural resources. One of the

questions that needed to be addressed was whether or not Cheboygan County should change its approach to encouraging economic development. Currently, the county works through the Northern Lakes Economic Alliance at a cost of \$42,000 per year, which was a four-county alliance. He stated stakeholders felt the county was spending a lot of money and not getting a lot of results. In Cheboygan County, we cannot even work across city, township or village lines on economic development and yet we were expecting economic development to work across four (4) county lines. There was a feeling that we could get better results for the county dollars being spent. He stated that if the Board of Commissioners were interested, he would like to make a presentation. Commissioner Wallace stated he felt that this was appropriate. It was the consensus of the Board of Commissioners to see a presentation at the next board meeting.

Commissioner Wallace commented that this would be a good time to address both these matters as this was the time of year the county began to look at issues to be discussed at the planning session meeting.

Motion by Commissioner Wallace, seconded by Commissioner Newman, to adjourn to the call of the Chair. Motion carried with 7 yes, 0 no and 0 absent. Meeting adjourned at 10:18 a.m.

Karen L. Brewster
Cheboygan County Clerk/Register

John B. Wallace
Chairperson

**Cheboygan County Board of Commissioners
Committee of the Whole Meeting
February 27, 2018**

The Committee of the Whole meeting of the Cheboygan County Board of Commissioners was called to order in the Commissioners Room by Chairperson John Wallace at 9:30 a.m.

Roll called and a quorum present.

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

ABSENT: None

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

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

CITIZENS COMMENTS

Michael Blewett representative with NEMCSA presented a new program called Retired Senior Volunteer Program (RSVP). He stated RSVP shows seniors how they can apply the skills and wisdom they have acquired throughout their life to make a positive difference in the lives of others. RSVP is American's largest volunteer network for people 55 and over, with more than 300,000 volunteers tackling tough issues in communities nationwide. Seniors choose how and where they want to serve, how much time they want to give and whether they want to share skills they have or develop new ones.

SCHEDULED VISITORS/DEPARTMENT REPORTS

Cheboygan County Prosecuting Attorney Daryl Vizina presented the 2017 Prosecutor's Annual Report. When he started working in the Prosecutor's Office nine (9) years ago, there were six (6) staff members and four (4) assistant prosecuting attorneys. Currently in his office, there were five (5) staff members and two (2) assistant prosecuting attorneys. He reported that his office had lost a clerical position, the Domestic Violence Prosecutor position and the Straits Area Narcotics Enforcement who was shared with other counties. Prosecutor Vizina stated that his office had taken some losses, but continued to serve the community to the best of their ability. He reviewed and highlighted his report stating that his office authorized 218 criminal cases. The Prosecuting Attorney's office handled a total of 1007 criminal cases; 118 juvenile delinquency cases; 36 abuse/neglect cases; 130 child support cases; 7 terminations of parental rights cases and 26 mental health cases. Also a felony crime class breakdown; felony drug breakdown and a felony offender summary were given. The Prosecutor's Office handles the widest range of social cases including the truancy policy with the schools. At the conclusion of every felony conviction, the Michigan Department of Corrections was required to prepare a several page document called a Pre-Sentence Investigation (PSI). The PSI was designed to inform the Circuit Court Judge of the Defendant's history – criminal justice, education, family, employment and substance abuse and also to make incarceration recommendations. The Cheboygan County Prosecuting Attorney's Office continually had the highest felony caseload per attorney in the region. With the exception of Chippewa County, Cheboygan County secured nearly 40% more felony convictions per attorney than the next closest county and over 125%

more per attorney than Antrim, Charlevoix, and Presque Isle Counties. A Detroit News article from 2017, listed Cheboygan County as the third highest county in the State of Michigan for the use of prescription opioids. It stated, "In 2015, Cheboygan County pharmacies dispensed 377 hydrocodone pills per person in Cheboygan County". The Prosecutor's Office was in the process of revamping the crimes victim rights services. Currently, the Prosecutor's Office communicates information to the victims through mailing via the US Postal Service. It was their intent to give the victims the option to receive notifications, forms, resources and communications electronically through their smartphone or personal computer. A majority of the victims would greatly benefit from the proposed program. It would be faster, easier, more efficient and reduce postage costs. He was optimistic that the new "Crime Victim Network" would be operable by the end of 2018. A total of \$103,147.59 in restitution was collected for crime victims in 2017. There was one important case in 2017, People vs. Dr. Jerome Siudara. A history of the case was given. Prosecutor Vizina commented that this was the most complex case that Cheboygan County had likely ever had. Special Recognition was given to Detective Rich Rule for his professional excellent from the Michigan Department of State Police for his exceptional commitment and effort in this case. Discussion was held on what it would take to commit a mental health patient and if there were any inpatient facility or housing for mental health patient in Cheboygan County. Prosecutor Vizina stated that Cheboygan County had a male and female transition house for drug court participants, which was run by the Salvation Army. As far as any inpatient facilities or housing options, there were none located in Cheboygan County.

ADMINISTRATOR'S REPORT

Administrator Jeff Lawson reported receiving three (3) demolition bids for the demolition of the Gold Front and Gold Dust buildings. The low bid was from Dore and Associates Contracting of Bay City, MI, which came in at \$221,000. Staff was in the process of reviewing the bid and verifying Dore's qualifications and proposal with the State prior to awarding the bid.

Administrator Jeff Lawson reported receiving three (3) bids for the Jail Addition and Renovation project and five (5) bids for the storage building. The architect was in the process of reviewing the bid information from the contractors for recommendation of the award. The Jail Addition and Renovation bids were higher than the original estimates. Once the bids were reviewed by the architect a revised budget would be provided.

Administrator Jeff Lawson reported that the Staff has resubmitted the County's Indigent Defense application to the MIDC for review and approval for funding. The State required reclassification of certain expenses related to construction items and elimination of wage expenses for area they considered supplanting.

OLD BUSINESS - None

NEW BUSINESS

Administrator Jeff Lawson presented the Cheboygan County Opioid Case Legal Services award. A proposal request was solicited from qualified legal firms to provide proposals to represent the County in an opioid litigation. The following three (3) proposals were received: The Miller Law Firm out of Rochester, Michigan working with the national firm of Robins Geller Rudman & Dowd, LLP; Sommers Schwartz parenting with various affiliated firms; and Weitz & Luxenberg out of Detroit and New York, partnering with Smith & Johnson out of Traverse City, and the Sam Bernstein Law Firm. After review of the proposals by staff and civil counsel, it was

recommend to award representation to The Miller Law Firm and Robbins Geller Rudman & Dowd, LLP. The Miller Law Firm would be paid 25 percent of any monies that was recovered by the County in the lawsuit.

Motion by Commissioner Sangster seconded by Commissioner Matelski to award litigation of legal services to represent Cheboygan County in an opioid litigation to The Miller Law Firm and Robbins Geller Rudman & Dowd, LLP and authorize the Chairperson to sign any necessary service agreements. A roll call vote was taken. Motion approved 7 yes, 0 no and 0 absent.

BOARD MEMBER MATTERS FOR DISCUSSION

Commissioner Rich Sangster presented a power point presentation on 6 Point Focus for Regional Growth and Prosperity. He stated that as the epicenter of commerce and populace for Cheboygan County, a healthy and thriving City of Cheboygan was critical for a solid platform of Regional growth and prosperity. A list of challenges preventing success and stability, and elements contributing to success and stability, which included the Meijer's Project; commercial and residential blight; low tax base; aging population; partially functioning hospital; high unemployment; weakening school systems and education gap. All these things continue to add up. Coordinating resources to turn problems into possibilities, utilizing cooperative resources such as MEDC, NCMC, Pure Michigan, MSU Extension, Top of Michigan Trails Council, Grand Traverse Land Conservancy, US 23 Heritage Route, Michigan Works, Tip of the Mitt Watershed Council, an array of State & Federal Agencies, NEMCOG and NLEA. A regional coordination and communication efficiently pools and leverages resources in collaboration to facilitate an environment where stakeholders could address issues that once put them at odds with each other. Larger groups become more effective at recognizing and addressing issues of a collective concern than smaller local divisions. Currently, Cheboygan County has relied on Regional Development through funding of the NLEA. Commissioner Sangster stated that over the past 10 years, Cheboygan County has funded the NLEA with approximately a half million dollars and the NLEA has facilitated efforts that have resulted in growth. The NLEA focuses on Northwestern Michigan Development and draws funds from four (4) Counties (Antrim, Emmet, Charlevoix and Cheboygan). Cheboygan County also utilized NEMCOG as a resource for Regional Development. NEMCOG focuses on Northeastern Michigan development and offers a collaborative platform for eight (8) counties (Alcona, Alpena, Cheboygan Crawford, Montmorency, Oscoda, Otsego and Presque Isle Counties). Cheboygan County has a vacant hybrid position that combines Zoning Administration with Community Development and does not currently have an integrated, comprehensive plan in action for strategic growth and prosperity. When looking at the Economic Development listings by County for NEMCOG, Cheboygan County's link goes to the NLEA's contact person who was Andy Hayes. All the other counties have an Economic Development Director listed. Commissioner Sangster stated that Cheboygan County was gaining momentum for economic revitalization driven by critical need, infrastructure improvements and new investments. With forward thinking and municipal support, the timing was right to move forward cooperatively as a county under the guided direction of a Community Development position 100 percent vested in Cheboygan County. So the Steps to Success were to support the need for focused county-wide coordination; distinguish zoning from development; create an oversight Task Team Board of county stakeholders; reallocate funds to support a local leader; and synthesize existing plans into a strategic growth strategy. There was a need to create success together with public & private task team board oversight; collaborative goal setting; informed decision making; task team transparency with local leaders and stakeholders; prioritize regional projects for economic wellbeing and quality of life; consideration of regional needs and concerns; development of a single comprehensive strategic plan; collective goals and measurable objectives with timely deliverables; cultivate trust and strengthen partnerships;

and actively seek and engage in solutions for collective success. Some of the potential Task Team participants for cooperative growth and prosperity were the Cheboygan County Board of Commissioner; Cheboygan City Council; Village of Wolverine and Mackinaw City; Tuscarora Township; Cheboygan Downtown Development Authority; Cheboygan and Indian River Chamber of Commerce; Cheboygan Area School Districts and there were others. These Task Team participants could be changed out with, whatever, the need might be. Commissioner Sangster stated that Cheboygan County needed to work collaboratively toward the common goal of regional socio-economic health and prosperity under the leadership of a Community Developer utilizing a strategic master plan. There were a lot of links and there was nothing scientific about this. He stated that Cheboygan had a better geographical location than any other county in the area. In moving forward the county needed the recognition of an agreement for the changes and to create an oversight Task Team Board to see how this goes.

Sue Eno from the NLEA stated that Commissioner Sangster was spot on regarding the need for an Economic Development Director who was located in the county and who was here every day. The \$40,000 that was allocated to the NLEA has not changed over the last ten (10) years. It would not be reasonable to think that this amount of money would staff a full or even a part time office. She gave a little bit of background as to the results of participating with the NLEA over the past ten (10) years. There has been over \$450,000 that has been paid to NLEA within the last ten (10) years, which has resulted in a total of close to \$39 million coming back to the county in the way of 17 community projects totaling \$15 million; 328 different business clients were assisted; 14 business startups; 30 business expansions; 538 positions were created; 225 of those different business clients were in Cheboygan; funding for skilled trades; seven (7) different companies benefited in the amount of \$238,000 and 213 workers were trained. Just this past year, one of the things NLEA sponsored in each of their counties that they do business in was "Pitch Night". She stated that there were three (3) individual businesses in the downtown Cheboygan area that benefited in the amount of \$20,000. Almost half of what was paid to the NLEA came back in the form of cash to start up these businesses and this should be a big benefit to those businesses. She commended Rich for standing up and speaking about economic development in this county. If you look at the counties around us, this county continues to be low income. Cheboygan County was losing talented folks and there was a need for someone at the table. She stated that she still believed in the NLEA partnership that has stood the test of time. NLEA had over 100 different clients or partnerships that they have established with such as the secondary education facilities in the area as well as other organizations. When she thinks about a \$40,000 budget item that had been the same for the last ten (10) years, it makes her wonder if the county would want to think a little bit differently. In the time period before 2008, she heard that it was the private sector that stimulated the economy and grew jobs. However, she felt that 2008 changed the dynamics. This was about jobs in the community. The partnerships between the county, the city and the private sector were hugely needed. An Economic Development Director would want to work with NLEA as a partner. This was what the other counties have done. A broader sweep should be done instead of targeting the NLEA. There should be some type of group effort to bring everyone together and finance it, which financing was the biggest issue. A good economic development person would want to work with NLEA. At the end of the day, the Board needed to see the benefit of the partnership with the NLEA and expand the budget. If the downtown businesses were successful, than we all were successful and maybe we could retain some of these folks and stop them from leaving. She stated that it was hard to get new people into the community because there was some infrastructure that wasn't here and someone who was really dedicated to that could make all the difference in the world.

Commissioner Wallace stated that this topic would be put on the Planning Session agenda scheduled for April.

CITIZENS COMMENTS

Carl Muscott a citizen from Tuscarora Township commented that part of the problem with counties in Michigan was that counties really did not have much control. There were 22 separate government units who often did not fight amongst themselves, but rather cooperated. The government has not driven away any commercial or industrial growth. It needs to be facilitated upon arrival. What drives growth were jobs. He commented that with the new plant coming into Grayling, there would be housing and commercial development following it, but the jobs would come first. Lisa McComb from Otsego County Economic Alliance works with less than a six (6) figure budget and they concentrate on the townships in Gaylord within Otsego County. For the past several years, Otsego County Economic Alliance consistently has had more than \$100 million of industrial and commercial growth. He reported seeing a sign where a new hotel across from Walmart in Gaylord, which was being financed by Citizens National Bank. Unfortunately, there weren't any projects like that going on here in Cheboygan. A Task Team needs to be created to see what the counties assets were, drive some lunch bucket jobs, and then the county would see the growth.

Sue Eno from the NLEA commented that Citizens National Bank did open a branch in Gaylord, but the business wasn't there so the bank ended up closing. One of the things that they found upon talking with the City Manager was that he had a plan and he knew exactly where the bank needed to be. The county, the city, the planning director and the township were all on the same page talking the same talk. She stated that this was huge when all of those same individuals agreed. This needs to happen in this county because if everyone talked the same talk, then it was a whole lot easier to move forward. This was why Lisa McComb could work with a small budget because she had everybody on the same page, which was a challenge for Cheboygan County.

Mary Hebert commented that she has been working on the Cheboygan Carnegie Project in downtown Cheboygan, which has now expanded to become a campus. The long term use would be a community gathering space and art center. She stated that the experience of working on this project reflects on both the comments from Sue and Commissioner Sangster, but she decided to go out on her own. An economic specialist and architect was recruited, along with several other people to assist with the funding and granting of things that would provide for the total \$1.5 million cost. NEMCOG approached her to also be a partner on that same project. Sometimes it was the creation of a position, a designated person that could facilitate what they would need to establish themselves within the county. But the other part of it was that they just didn't know the resources. She stated that Commissioner's Sangster Task Team would do two (2) things with or without an economic developer. It would educate the people on all the resources that were available. Everybody within the county has been very positive and very supportive on the project that she has been involved in for the last couple of years. She commended Commissioner Sangster and Sue Eno on their work.

Detective Rich Rule commented that he had worked with many Prosecuting and Sheriff Departments from across the State of Michigan and Cheboygan County had the best staff to work with. Commissioner Wallace thanked Detective Rich Rule for his good police work.

BOARD MEMBER COMMENTS

Commissioner Gouine commented that part of the painting in the District Health Department was finished and he would like to have the staff look it over.

Commissioner Newman commented that they were working on the vacancies with the Finance Director and Planning and Zoning Director. Administrator Lawson reported that there would be a recommendation to the Board on the Finance Director at the Finance Business Meeting on March 13th, but he was still working on the Planning and Zoning Director position.

Commissioner Matelski commented that there were some very good comments about the Economic Development.

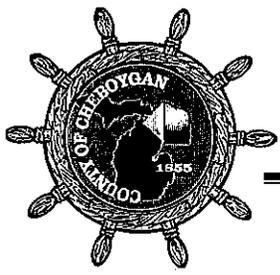
Commissioner Johnson stated that the comments given with regard to splitting zoning and economic development were spot on. It would be helpful for the County with developing zoning ordinances and also helpful with the growth of the economy. The two people hired would need to communicate instead of one person doing both things with one idea. This would bring a lot better ideas to the table.

Commissioner Wallace commented that the CCE 911 Director contract had been signed. There was a handout listing the 2018 Basic Grant that was awarded from the Probate Court. He reminded the Board that Administrator Lawson's evaluation was due by Thursday, March 1, 2018. A Program Highlight from NEMCOG was handed out, which showed what NEMCOG has accomplished in the last year. He called everyone's attention to an invitation for Sue Eno's retirement party of 47 years with Citizens National Bank scheduled on Wednesday, March 21st from 11 a.m. to 2 P.M. at Citizens National Bank.

Motion by Commissioner Wallace seconded by Commissioner Newman to adjourn to the call of the chairperson. Motion carried with 7 yes, 0 no and 0 absent. Meeting adjourned at 11:10 a.m.

Karen L. Brewster
Cheboygan County Clerk/Register

John B. Wallace
Chairperson



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 & PUBLIC HEARING WEDNESDAY, FEBRUARY 7, 2018 AT 7:00 P.M. ROOM 135 – COMMISSIONER’S ROOM - CHEBOYGAN COUNTY BUILDING

- PRESENT:** Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdzyk
ABSENT: Bartlett, Churchill
STAFF: Scott McNeil
GUESTS: Travis Neuman, Perry Neuman Eric Boyd, Roberta Matelski, Carl Muscott, Cal Gouine, John F. Brown, Bob Lyon, John Moore, Jessie Rapp, Russell Crawford, Cheryl Crawford

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

PLEDGE OF ALLEGIANCE

Chairperson Croft led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

The December 20, 2017 Planning Commission minutes were presented. **Motion** by Mr. Kavanaugh, seconded by Mr. Borowicz, to approve the meeting minutes as presented. Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdzyk), 0 Nays, 2 Absent (Bartlett, Churchill)

The January 17, 2018 Planning Commission minutes were presented. **Motion** by Mr. Borowicz, seconded by Mr. Kavanaugh, to approve the meeting minutes as presented. Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdzyk), 0 Nays, 2 Absent (Bartlett, Churchill)

PUBLIC HEARING AND ACTION ON REQUESTS

Travis Neuman - Requests a Special Use Permit for a manufacturing use (roasting coffee for internet sales. Section 6.3.9.) The property is located at 7396 North Straits Highway, Inverness Township, parcel #091-026-305-043-00 and is zoned Commercial Development (D-CM).

Mr. McNeil stated that this request is for a coffee bean roasting and processing operation in a Commercial zoning district. Mr. McNeil stated that this will fall under the definition of manufacturing, which requires a special use permit. Mr. McNeil stated that with this particular use listing, the Planning Commission is required to make an additional finding that the effects are no greater than those with respect to the other uses that are allowed in that district relative to noise, glare, vibrations, smoke, odor or dust. Mr. McNeil stated the existing structure will be used. Mr. McNeil stated that this is an owner operated business and one employee was noted on the application and parking requirements have been met.

Mr. Borowicz referred to the topography waiver request and noted that this is not a flat site. Mr. Freese stated that the question is if the topography waiver is necessary to evaluate this application. Mr. Freese stated that the applicant is not making any changes to the site as the building has existed for approximately 50 years. Mr. Borowicz agreed with Mr. Freese. **Motion** by Mr. Freese, seconded by Mr. Borowicz, to grant the topography waiver request. Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdzyk), 0 Nays, 2 Absent (Bartlett, Churchill)

Mr. Kavanaugh stated that the last time he was at this site the building wasn't connected to the septic tank. Mr. Kavanaugh asked if it is connected now and if the water has been sampled. Mr. Neuman stated that zoning approval is required first and then he will apply for the Department of Agriculture licensing and Health Department permits.

Ms. Lyon asked if there is any waste product produced from roasting coffee. Mr. Neuman explained that the skin from the outside of the bean will be recycled and put into the compost. Ms. Lyon asked if there will be any water drainage. Mr. Neuman stated that the water at the site will be for hand washing and cleaning of equipment. Mr. Neuman stated that the State requires a separate bathroom, which is similar to what you would see in a licensed kitchen. Mr. Neuman stated that he plans to roast coffee and once the license is approved, he will be able to sell on-line and mail out coffee. Mr. Neuman stated that under the current Cottage Food law, he is currently allowed to sell face to face which means farmers markets. Ms. Lyon asked if there will be any sales at the site. Mr. Neuman stated that he has delivered to local customers, but it would be nice for customers to be able to stop in to purchase coffee.

Mr. Freese asked how the beans will be delivered. Mr. Neuman stated that it will be delivered to the terminal and will be held until picked up. Mr. Neuman stated that he will go through one pallet (600lbs.) load every 3-4 months. Mr. Freese asked Mr. Neuman how the packages will be sent to the customers. Mr. Neuman stated that he is not mailing any packages at this time because of the Cottage Food law. Mr. Neuman stated that he is not in operation at this time. Mr. Neuman stated that he is roasting at home and delivers to customers. Mr. Neuman stated that his main staple right now is the farmer's market. Mr. Neuman stated this is going from a hobby into a small business.

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

The Planning Commission reviewed and approved the General Findings, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10. **Motion** by Mr. Kavanaugh, seconded by Mr. Freese, to approve the special use permit based on the General Findings, Finding of Fact Under Section 18.7 and the Specific Findings of Fact Under Section 20.10 with the following conditions:

1. Health Department requirements be met
2. Department of Agriculture requirements be met
3. Department of Building Safety requirements be met
4. Signage requirements be met

Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdyk), 0 Nays, 2 Absent (Bartlett, Churchill)

UNFINISHED BUSINESS

Draft Zoning Ordinance Amendment For Planned Unit Development

Mr. McNeil stated that at the last meeting, the Planning Commission discussed allowing a reduction of the minimum structure sizes and dwelling sizes if certain criteria have been met. Mr. McNeil stated that the Planning Commission also discussed language that would allow reduction of lot size. Mr. McNeil noted that he added section 19.7.5 to the proposed amendment.

Mr. McNeil stated that the Planning Commission discussed allowing PUD's in the Lake and Stream Protection zoning district. Mr. McNeil stated he has provided language in section 19.1.2.a. Mr. McNeil stated that the language has been added that would allow PUD's to be proposed in the Lake and Stream Protection zoning district provided that they are at least 250ft. away from any high water mark. Mr. McNeil stated that he included language that the minimum lot size requirement, as currently required in the ordinance be met within that district. Mr. McNeil stated that there is language that would allow the Planning Commission to reduce this requirement. Mr. McNeil stated that there is language in the Master Plan that talks about guarding against higher densities in the Lake and Stream Protection zoning district and that he recommends keeping the minimum lot size for dwelling as they are currently for a typical development.

Mr. Freese referred to 19.2.1.a and stated that he believes residential could be closer to the water and suggested that a greater proportion of the development could be developed as common use areas or park areas. Mr. Freese stated that we have routinely granted developments with a greater density than what the regulation allows in Lake and Stream Protection zoning district such as Pier 33, the site condos on the east side of the Indian River, the site condos on the east side of the entrance to the Cheboygan River and Grand Resort. Mr. McNeil and Mr. Borowicz noted that some of these are existing sites. Mr. Freese stated that traditionally the density of houses in the Lake and Stream Protection zoning district has been much greater than 9,900sf per dwelling. Mr. Freese provided examples of Aloha, Topinabee, Indian River and the west side of Mullett Lake. Mr. Freese stated that the density has been greater than what is allowed in this regulation up until the end of World War II when people were making more money and people in the city could afford to have 2 houses. Mr. Freese stated that this is not happening anymore any many people are not able to afford a second house. Mr. Freese stated that we have gotten away from the historical smaller lot size and are trying to push it toward larger lots and he doesn't believe it will be financially sustainable in the long run. Mr. Borowicz questioned what environmental impact (water quality) will there be due to these types of changes. Mr. Kavanaugh stated that we have to be cautious in the examples that are provided, and he believes that PUD were

taken out of the three zones because they are protection zones. Mr. Kavanaugh stated that if we plan to allow them in these zones, it should be very restrictive. Mr. Kavanaugh stated that the people who have made investments have to be protected. Mr. Freese stated that he doesn't have a problem with restrictions, but he doesn't see the sense in not allowing it in Lake and Stream Protection zoning district at all. Mr. McNeil stated that there are a lot of possible uses in these zoning districts. Mr. McNeil noted that this may be a bigger discussion with regards to language in the Master Plan and the current minimum lot size requirements.

Mr. Kavanaugh stated that there are sections in the amendment that allow variances on the requirements. Mr. Kavanaugh stated that we have to be fair to the people that have already developed their property. Mr. Kavanaugh stated that we want development, but it has to be orderly development. Mr. Kavanaugh stated that a PUD has not been proposed in 20 years and to open this up without any reason does not make sense. Mr. Kavanaugh noted that a future applicant can apply for a conditional rezoning and then the Planning Commission knows what will happen on the parcel. Mr. Kavanaugh stated that the PUD regulation can be revised if there is a trend of PUD applications. Mr. Jazdyk stated that we want to allow people expanded use and then some areas could be more developed than what they are currently. Mr. Jazdyk stated that he has property on a lake, and he co-exists with places that are high in density. Mr. Jazdyk stated that PUD's could be in those areas and be restricted enough so that people could look at it as an option. Mr. Kavanaugh stated that there are a lot of uses that you may not want next to your home and there are other ways to handle it on an individual basis. Mr. Kavanaugh stated that someone who will spend money on a PUD will not complain about a 5-6 week review period for a conditional rezoning which allows good control. Mr. Freese suggested 500ft. from the water, instead of 250ft., for anything but residential. Mr. Freese stated that this will allow the PUD water access. Mr. Kavanaugh asked about side setbacks. Mr. Freese stated that they could stay the same or make a larger side setback for the PUD. Mr. Kavanaugh stated that he would like to see variances not granted and set the setbacks at 250ft. for the front and 100ft. for the side. Mr. Kavanaugh stated that we have to allow PUD's, but we also have to protect the adjacent property owners. Mr. Kavanaugh asked if Mr. McNeil if he can review the side setback and look at residential development. Mr. McNeil asked if the Planning Commission wants to allow this in Natural Rivers as well. Mr. Freese stated no. Mr. McNeil stated that the Planning Commission is looking for a PUD to be built in the Lake and Stream Protection zoning district except if within 250ft. of the high water mark, then residential uses will be allowed. Mr. Freese and Mr. Kavanaugh agreed that 250ft. can be increased to 350ft. Mr. McNeil stated that there should be a water access the PUD. Mr. Freese stated that with a PUD and higher density use, he believes the uses should be restricted similar to the Shared Waterfront regulation. Discussion was held.

Proposed Zoning Ordinance Amendment Relating To Motor Vehicle Repair And Fuel Sales Uses

Mr. McNeil stated that it was decided to allow additional review by Mullett and Tuscarora Township officials as it relates to the respective Village Center zoning districts. Mr. McNeil stated that the use listings and definitions are acceptable to Mullett Township. Mr. McNeil stated that the Tuscarora Township Planning Commission voted to eliminate the current use listing of automobile repair and washing establishment and not have that type of use in the Village Center. Mr. McNeil stated that the remainder of the amendment remains as last reviewed and is ready for a public hearing. Mr. Freese stated that the change that Tuscarora Township has requested makes one of the existing establishments non-conforming and it would preclude that establishment from ever expanding. Mr. Freese stated that about a third of the lot is a parking lot and the parcel is owned by a County Commissioner. Mr. McNeil stated that he advised Tuscarora Township what it means to be a non-conforming parcel. Mr. Freese stated that he has no problem with the change if that is what Tuscarora Township requested. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, to schedule a public hearing for March 21, 2018. Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdyk), 0 Nays, 2 Absent (Bartlett, Churchill)

Proposed Zoning Ordinance Amendment Regarding Definition Of Family And Short Term Rentals

Mr. McNeil stated that he presented a proposed zoning ordinance amendment to the Board of Commissioners, which proposed a change in the definition of family. Mr. McNeil stated that the current definition of family references a group of people and does not include a reference to an individual. Mr. McNeil stated that Mr. Graham expressed his concerns with the definition of family, citing his concerns regarding use groups, such as fraternities and sororities, being allowed to use a dwelling. Mr. McNeil stated that the definition of dwelling was changed so that short term rentals (rental of a dwelling unit for less than 30 days) would be allowed. Mr. McNeil stated that the Cheboygan County Board of Commissioners has remanded this amendment back to the Planning Commission and Mr. Graham has provided an amendment document to address this issue. Mr. McNeil stated that Mr. Graham has provided new definitions for family and short term rental. Mr. McNeil referred to the section 3.18 of the proposed amendment and stated that short term rentals shall be permitted uses in all zoning districts. Mr. McNeil stated that this amendment is ready for a public hearing. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, to schedule a public hearing for March 21, 2018. Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdyk), 0 Nays, 2 Absent (Bartlett, Churchill)

NEW BUSINESS

Discussion Regarding Zoning Regulation Of Minimum Floor Area For A Dwelling

Mr. McNeil stated that he has provided the Planning Commission with regulation schedules from zoning ordinances of surrounding counties. Mr. McNeil stated that there are no minimum dwelling size requirements in the Commercial Development, Light Industrial Development and General Industrial Development districts. Mr. McNeil stated that the Cheboygan County Zoning Ordinance provides for a minimum floor area requirement of 720 square feet in most all zoning districts with the exception of a 500 square foot floor area minimum requirement in the Village Center Topinabee district. Mr. McNeil stated that Emmet County has one zoning district that does not have a minimum dwelling size and Chippewa County doesn't list minimum dwelling size. Mr. McNeil noted that there are varying degrees of requirements.

Mr. Freese stated that copies of the building code regarding the minimum dwelling size were distributed to the Planning Commission members. Mr. Freese stated that there is no minimum dwelling size noted in the code, but there are certain requirements that have to be met. Mr. Freese stated that there are definitions for what is included and not included. Mr. Freese stated that habitable area is defined as "A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces." Mr. Freese stated that this must be considered when the Planning Commission determines a minimum dwelling size less than 720sf. Mr. Freese stated that heating facilities capable of maintaining a temperature of 68 degrees Fahrenheit in all the habitable areas are required. Mr. Freese stated that habitable rooms are to have a floor area of at least 70sf. Mr. Freese stated that habitable rooms shall have a minimum narrowest dimension of 7ft. Mr. Freese stated that any portion of the room having a ceiling height of less than 5ft. for a furred ceiling height of less than 7ft. shall not be considered a part of the habitable area. Mr. Freese stated that every dwelling must have a water closet, lavatory, bathtub or shower, and clothing washing connection. Discussion was held. Mr. Freese stated that 7ft. x 8ft. would be the minimum size for a kitchen. Mr. Freese stated that 70sf is required for the living area. Mr. Freese stated that 70sf is required for the sleeping area. Mr. Freese stated that you could get by with a minimum size of 400sf-500sf.

Mr. Jazdyk stated that tiny homes are normally on wheels and are not applicable. Mr. Jazdyk stated that small homes are what people would live in for a specific time period (such as a retirement home) and would be anywhere from 400sf-1000sf. Mr. Jazdyk stated that 720sf is in the middle. Mr. Jazdyk stated that this is what is being seen across the United States right now. Mr. Jazdyk noted that this is less than 1% of the overall real estate market so it is not as big as he thought it was originally.

Mr. Kavanaugh believes that 720sf is reasonable. Mr. Kavanaugh stated that he researched minimum dwelling sizes for Emmet County, West Traverse, Roger City, Alpena, Mackinaw, Charlevoix, Grayling, Harrisville, Green Township, Wilson, Village of Empire and Otsego. Mr. Kavanaugh stated that 2 of these municipalities have the same minimum dwelling size as Cheboygan County and the rest have a greater requirement. Mr. Kavanaugh stated that Grand Traverse is 800sf; Roger City is 1500sf in R1 and 900sf in R2. Mr. Kavanaugh stated that Alpena is 960sf, Mackinaw is 800sf, Charlevoix is 1040sf and Grayling is 800sf. Mr. Kavanaugh stated this information comes from NEMCOG. Mr. Kavanaugh stated that all the municipalities are looking at small homes but have not moved forward with it because they are concerned about aesthetics. Mr. Kavanaugh stated if smaller homes are allowed, then 10ft. x 50ft. mobile homes would be allowed as well. Mr. Kavanaugh stated that we would need a minimum width requirement because this could bring back many of the smaller mobile homes. Mr. Kavanaugh stated that there is a television show about these types of homes and some of them are beautiful. Mr. Kavanaugh stated that he can see people living in sheds because they meet the minimum dwelling size with a bathroom. Mr. Kavanaugh questioned what would happen with storage areas and questioned if everything would be stored outside. Mr. Kavanaugh stated his concerns about property values if a small home is put next to a million dollar home in the Lake and Stream Protection zoning district. Mr. Kavanaugh stated that the average square foot of the home in 2007 is 1992sf. Mr. Kavanaugh stated that the average square foot of the home in 2016 is 1886sf. Mr. Kavanaugh stated that the trend is that all the new homes in Cheboygan County are 2.5 times bigger than 720sf. Mr. Kavanaugh stated that there is no real movement, or we would have a lot of 720sf dwellings. Mr. Borowicz noted that Presque Isle County has a minimum floor area requirement of 600sf. Mr. Borowicz noted that Presque Isle County requires 450sf in the Forest Recreation zoning district. Mr. Freese stated that 600sf guest homes have already been authorized in the Lake and Stream Protection zoning district. Discussion was held regarding a minimum dwelling size variance that was denied by the Zoning Board of Appeals.

Ms. Lyon stated that a washer connection is required, but noted laundry mats are available. Mr. Borowicz stated that it does not say that the washer has to be installed. Mr. Borowicz stated that the washer connection must be there in case you decide to install a washer. Ms. Lyon stated that people with small homes may not need storage.

Mr. Freese suggested looking at small homes based on the zoning district. Mr. Freese stated that hunting cabins were allowed in Agriculture and Forestry Management zoning district and some people are living in these structures. Discussion was held.

Mr. Borowicz stated that it would be acceptable to him to allow small homes in forestry, but does not agree with allowing it in Agriculture and Forestry Management. **Motion** by Mr. Borowicz, seconded by Mr. Freese, to investigate separating forestry and agricultural properties. Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdzzyk), 0 Nays, 2 Absent (Bartlett, Churchill)

Mr. Freese stated that communication towers should be authorized in the Lake and Stream Protection zoning district. Mr. Freese stated that the Zoning Board of Appeals recently granted a use variance for a communication tower in the Lake and Stream Protection zoning district. Mr. Freese stated that this tower will cover the Twin Lakes area and will provide internet service to people that otherwise would not have had internet service. Mr. Freese stated that there are other areas of the county that a tower similar to this one would be beneficial. Mr. Kavanaugh stated that he would like towers to be treated as they are currently and if there is a special situation then the Zoning Board of Appeals would review a use variance application. Mr. Kavanaugh stated this is not a trend and there has only been one variance application. Mr. Kavanaugh stated that the Zoning Board of Appeals does a good job of reviewing these applications. Mr. Freese stated that this is the first request, but it will not be the last request. Mr. Freese stated that when you are looking at communication towers you do not want to look at what was historically approved because it has changed rapidly over the last 20 years. Mr. Freese stated that this will continue to accelerate. Mr. Freese stated that granting a use variance each time is not the best way to move forward. Mr. Kavanaugh stated that if this keeps coming up, then the Planning Commission can take a look at it. Ms. Lyon stated that the movement is towards getting better service for the rural area and that would improve our commercial use and education. Ms. Lyon stated this is something that will have to happen. Mr. Freese stated this is one of the stated goals of our Master Plan. Discussion was held. **Motion** by Mr. Freese, seconded by Mr. Kavanaugh, to consider authorizing communication towers in the Lake and Stream Protection zoning district with a special use permit. Motion carried. 7 Ayes (Freese, Kavanaugh, Borowicz, Croft, Ostwald, Lyon, Jazdzzyk), 0 Nays, 2 Absent (Bartlett, Churchill)

STAFF REPORT

Mr. McNeil stated that the next meeting will be his last meeting, and he will have a brief report on the status of priority projects. Mr. McNeil stated that Administrator Lawson will be at the next meeting and will discuss the staffing situation.

PLANNING COMMISSION COMMENTS

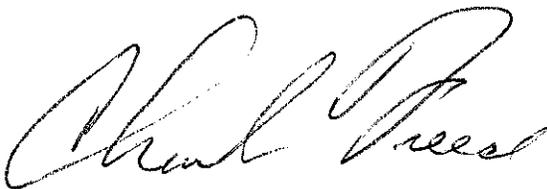
No comments.

PUBLIC COMMENTS

Mr. Muscott thanked the Planning Commission for discussing small homes. Mr. Muscott stated that the Michigan Building Code is a carbon copy of the International Building Code that is adopted all over the county. Mr. Muscott stated that building codes are to protect our safety and health in a dwelling. Mr. Muscott stated that the argument for bigger homes is the fact that most of our home construction in the past decade in Cheboygan County is due to larger homes in the Lake and Stream Protection zoning district. Mr. Muscott stated that when someone asks about a small home, they are told no by staff. Mr. Muscott stated that this is a growing trend and noted that there is an RV park in Alanson that has a huge number of park models which would meet the definition of a smaller/tiny home. Mr. Muscott stated that many of these are occupied by retirees who would prefer to have their own property at a lower cost. Mr. Muscott stated that there is a desire for people to have smaller homes and this is something that the Planning Commission should address. Mr. Muscott stated that when lake front property owners come in and support communication towers in the Lake and Stream Protection zoning district, it is something that the Planning Commission should address.

ADJOURN

Motion by Mr. Borowicz to adjourn. Motion carried. Meeting was adjourned at 8:15pm.



Charles Freese
Planning Commission Secretary

Health Board Meeting
January 16, 2018

The regular meeting of the District No. 4 Health Board was called to order by Chairman Stephen Lang, January 16, 2018 at 10 a.m. The meeting was held in the Conference Room, Thunder Bay Community Health Services, Hillman, and Montmorency County.

ROLL CALL

Present:

Alpena County:	Adrian, Fournier
Cheboygan County:	Gouine, Newman
Montmorency County:	Peterson, LaFleche
Presque Isle County:	Altman, Lang

Absent:

Excused:

Others Present:

Denise Bryan, Judy Greer,
Joshua Meyerson, Scott Smith,
Karen Nowicki-Compeau,

ELECTION OF OFFICERS:

Chairman Stephen Lang assumed the Chair to initiate the Election of Officers.

Chairman:

Alpena

Adrian was nominated for Chairman by Fournier.
Motion to close nominations made by Peterson with
support from Gouine. Ayes all, motion carried.
Adrian was elected Chairman by unanimous vote.

Chairman Adrian assumed the chair to conduct the remainder of the Officer elections.

Vice-Chairman:

LaFleche was nominated for Vice-Chairman by Fournier.
Motion to close nominations was made by Gouine with
support from Lang. Ayes all, motion carried. LaFleche
was elected Vice-Chairman by unanimous vote.

Secretary-Treasurer:

Gouine was nominated for Secretary/Treasurer by
Newman. Motion to close nominations was made by
Newman with support from Peterson. Ayes all, motion
carried. Gouine was elected Secretary/Treasurer by
unanimous vote.

RECEIVED

FEB 26 2018

CHEBOYGAN CO. CLERK

AGENDA CHANGES:

Add: New Business: D. Maintenance – Alpena Building

MINUTES

December 19, 2017 Health Board Minutes: Motion by Fournier with support by Altman to approve the December 19, 2017 Health Board Minutes as presented. Ayes all, motion carried.

CLAIMS

December 27, 2017 through January 12, 2018: Motion by Lang with support by LaFleche to approve the Listing of Claims submitted from December 27, 2017 through January 12, 2018. Roll call vote. Ayes all, motion carried.

PUBLIC COMMENT

None.

ENVIRONMENTAL HEALTH DIRECTOR'S REPORT

Cheboygan Sanitarian: Joseph Scheele has been hired for the Cheboygan Environmental Sanitarian position. He began employment on January 3, 2018. Smith explained his training schedule.

Self-Assessment Review: Smith updated the Board on the Self-Assessment of the Private and Type III Water Supply Program acceptance by the DEQ. Smith highlighted areas of work that are reviewed during the self-assessment.

ADMINISTRATIVE SERVICES DIRECTOR'S REPORT

Revenue/Expenditure and Trial Balance Report: Greer mailed the Revenue, Expenditure and Trial Balance Reports to Health Board members with the notice of the meeting for review. Amount to be deducted from Fund Balance as of November 30, 2017 is \$49,955.10.

Business Telephones: We have received our new telephones and began using them on Thursday, January 11, 2018. We are still working on getting the apps on the mobile telephones due to field staff no longer having a desk telephone.

ADMINISTRATIVE SERVICES DIRECTOR'S REPORT CONTINUED

Budget: Greer explained the process of closing the 2017 budget year and the preparation of the 2018 budget to begin reporting by program. Discussion occurred regarding coverage when Greer is not available.

Policy Update: Greer distributed a listing that included all the new and revised policies for 2017. All policies are available for review if necessary.

Motion by Lang with support by LaFleche to approve the listing of new and revised policies as presented. Discussion occurred. Ayes all, motion carried.

Motion by LaFleche with support by Fournier to have Executive Committee work on coverage in Director's absence for cross training and ability to cover workload. Ayes all, motion carried.

MEDICAL DIRECTOR'S REPORT

Communicable Disease Report: The report for December 1, 2017 through December 31, 2017 was mailed to the Board with the packet for the month. Influenza season is at its peak and widespread this time of year.

Hepatitis A: Meyerson shared a letter that will be distributed today to area providers regarding the Hepatitis A outbreak. We have a case in Montmorency County that was reported last week. The hospitalization rate is 80% on Hepatitis A cases.

PFAS – Health Care Provider Training: Meyerson reported that most of the residential wells that were tested did not exceed the EPA limits. Meyerson wanted the providers to have the updated information. Meyerson, Bryan, and Smith attended a session in Lansing to get the information out to the providers across the state regarding the PFAS. Meyerson has a letter that will be going to providers today regarding the PFAS contamination and the town hall meeting that will be Thursday, January 18, 2018.

Lang questioned the availability of the filters and the spread of the contamination. District Health Department No. 4 will be supplying the filters and have them installed by a licensed plumbing contractor. This will be funded by the funding received through the State of Michigan and Water Recovery funding. We also have water available for those individuals who do not want to drink their water until the filter is installed or if they are still waiting for sample results. We are also including one filter change.

Lice: Meyerson reported that he did contact the Hillman Community Schools regarding the Lice concern that was brought up last month.

PERSONAL HEALTH NURSING DIRECTOR'S REPORT

Hepatitis A: We are working with our Regional Epidemiologist regarding the Hepatitis A case. Letters have been sent to contacts to ensure care is received immediately.

Staffing: Nicole Acha was hired for the Alpena RN position for the Adult Day Care Nurse Manager. She will also work in clinics including Family Planning and HIV Prevention. She began work on Monday, January 8, 2019

HIV Testing: DHD4 provides HIV testing in all counties on a walk-in basis as long as staff availability. The results are received in 30 minutes. Sheriff Paschke will be in contact with Nowicki-Compeau regarding the possibility of using the department for such services.

ADMINISTRATIVE HEALTH OFFICER'S REPORT

Letter of Agreement: The Letter of Agreement regarding the four hours additional Christmas Eve holiday in place of increased banked hours is awaiting a vote by the union membership. Bryan will report back next month.

Charters: Our next step is to develop Charters for the Administrative Team. Would like to discuss this after the March meeting with the Executive Committee.

Strategic Planning: Strategic Planning to update our Mission Statement, Organizational Chart, and new logo to be considered. Plan of Organization needs to be updated and received Board approval. Policies and Procedures will have a final edit for Health Board in February. Accreditation will take place in November 2018.

CHIR Work: Community Health Worker is a Certified Outreach Referral/Linkages Worker. Bryan shared the responsibility of a Community Health Worker. Nowicki-Compeau will be working on a plan for the funding that we will receive from Northern Health Plan.

Region 7 Local Public Health Mutual Aid Agreement: Bryan distributed the Mutual Aid Agreement and highlighted the importance of such document.

Bovine TB: Counties within DHD2 and DHD4 have Bovine TB concerns. Cori Upper from DHD2 will attend the meeting for both agencies that will be held Tuesday, January 16, 2018.

OLD BUSINESS

None.

NEW BUSINESS

Board Appointment of Delegate and Alternate to MALPH Board of Directors: Currently the MALPH Bylaws require that the Delegate and Alternate must be the Health Officer and a jurisdictional member.

Motion by Lang with support by Altman to appoint Bryan the Delegate and Chairman Adrian the Alternate to the MALPH Board of Directors. Ayes all, motion carried.

Appointment to Executive Committee: Chairman Adrian assigned officers to sit on the Executive Committee. The following was determined:

Alpena County - Adrian
Cheboygan County - Gouine
Montmorency County – LaFleche
Presque Isle County - Lang

2018 Meeting Schedule: The 2018 Meeting Schedule was mailed in the packets to Health Board Members.

Motion by Peterson with support by Fournier to adopt the 2018 meeting schedule as presented. Ayes all, motion carried.

PFAS Conference: Adrian received information regarding a PFAS Conference in Colorado. Adrian would recommend that we split the cost with DHD2 and send Bryan to the Emergency Contaminants Conference in Colorado.

Motion by LaFleche with support by Lang to send Bryan to the Emergent Contaminants Conference in Colorado using PFAS – Emergency funding. Roll call. Ayes all, motion carried.

Maintenance – Alpena Building: Fournier gave an update on the maintenance of the Alpena Building. The elevator repair cost \$18,000 and another \$12,000 to come. The soffit was ripped away from the building in the past and the roof is now beginning to rot. She felt that the furnace is going to need repairs. Several bulbs and ballasts were replaced. Fournier requested a copy of maintenance records and Adrian attempted to explain the position of the department. Adrian felt that the maintenance committee should meet soon. The committee consisted of Commissioners Habermehl and Adrian and County Maintenance Wilder as well as Health Officer Bryan.

PUBLIC COMMENT

None.

ADJOURNMENT:

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

Adjournment:

Robert Adrian, Chairman

Cal Gouine, Secretary/Treasurer

Judy Greer, Recording Secretary

REGULAR CITY COUNCIL MEETING

January 23, 2018

The Regular City Council Meeting was called to order by Mayor Bronson in the Council Chambers at City Hall at 7:10 p.m.

Roll Call:

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

Councilman Temple led the Pledge of Allegiance to the Flag.

Public Comments: None.

Approval of Agenda, and Receive and File all Communications:

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

Approval of Prior Meeting Minutes:

Councilman Lavender moved to approve the Regular City Council Meeting Minutes of January 9, 2018 as presented; supported by Councilman Temple. Motion carried unanimously.

General Business:

■ **Consideration of Help America Vote Act (HAVA) Grant Agreement for Purchase of Dominion Voting Systems** – Clerk/Treasurer Kwiatkowski stated what we have right now is going to be replaced; it is not an option and is completely paid through the Grant. It will be three tabulators and also a handicap accessible unit that we are required to have. The value of the equipment is \$22,000.00. We have to have a service contract and have the units serviced every year. The Grant will cover the first five years and after that we will be responsible. Typically for the three units it runs about \$400.00 a year. The only other thing we have to get are the programmable cards, which are not expensive. Clerk/Treasurer Kwiatkowski went on to state the program for each election runs around \$350.00 per tabulator, so it is between \$1,000.00 and \$1,200.00 per election to have the cards set up. He is asking the Council to approve the Grant and authorize him to sign the same.

Mayor Pro Tem Couture moved to approve the Help America Vote Act (HAVA) Grant Agreement for the purchase of Dominion Voting Systems and authorize the Clerk/Treasurer to sign the same; supported by Councilman King. A roll call vote was taken; motion carried unanimously.

Regular City Council Meeting – January 23, 2018

■ **Consideration of Consumers Energy Proposal for LED Street Light Conversion – Jason Karmol, DPW Director** – DPW Director Karmol explained to Council that Consumers Energy sent the City a pretty good Proposal to convert all of our street lights to LED. Currently we have two different street lights in the City – some are metered and some are unmetered. Those unmetered street lights are a fixed fee as to the amount of energy the lightbulbs consume. All of those are getting charged based on our lightbulbs. There are two different kind of lightbulbs in those. The Proposal is a little complex so he asked Mr. Dobrowolski of Stan’s Electric to walk him through it. It is a really good Proposal as far as saving the City energy and the time of call out, as right now we are paying Stan’s to change those bulbs as they break and LEDs will last eight years. Consumers will convert all of our unmetered street lights for \$66,000.00 to LED. They also give us an option at no cost which is switching all of our lights to a high pressure sodium which consumes a little less electricity but we would have to still change bulbs more frequently than the LED. DPW Director Karmol informed Council the City has a \$30,000.00 credit from Consumers Energy that can be applied to this; therefore, the \$66,000.00 to convert all to LEDs would go down to about \$36,000.00. The other thing is that we can use Major & Local Street monies when the lights are on major and local streets, so that makes this a fundable project now and he recommends doing it as soon as possible because the bulbs will pay themselves back in 1.8 years and they have a warranty of 8 years. The City is going to be saving money right away and he recommends the LED conversion of this Proposal. He realizes it is a \$66,000.00 commitment on the Proposal, but we do have a \$30,000.00 credit that can be applied and it would then require a \$36,000.00 Local Street Fund match. Mayor Pro Tem Couture commented the long and short of it is that it would get paid back from the savings. DPW Director Karmol replied yes, it has been calculated at 1.8 years. Clerk/Treasurer Kwiatkowski informed Council what the City is doing now is that Stan’s takes care of the downtown lighting and that is several thousand dollars a year just to change light bulbs; however, that is not part of it. When Stan’s gets the City their quote that will be something that will really help a lot. Councilwoman Riddle asked if the downtown lights that Stan’s takes care of will be switched over to LED. DPW Director Karmol replied that is a separate proposal and he is asking Council to act on the Consumers Proposal and then Council will be provided with a Proposal from Stan’s for the downtown lights, which are the metered ones, which will also produce even further our energy costs. Clerk/Treasurer Kwiatkowski stated his recommendation, if we go that route, is to have the DDA Fund pay for that. We just finished the debt service on the footbridge, so right now the DDA has an extra \$60,000.00 available that typically would have gone to pay for the debt service. What they are doing is trying to make the transition without anything coming out of the General Fund. Mayor Pro Tem Couture asked if it is also the recommendation of the City Manager to move forward with the Proposal. City Manager Eustice replied absolutely. Councilman Temple asked if the proposed lighting is brighter than the ones that are up now. DPW Director Karmol replied they are going to be brighter and lighter, not yellow. Right now we have two different kinds of lighting up – a mercury vapor and a high pressure sodium and believes it is the mercury vapor that has the yellowish tinge. The new lighting will be a brighter white. Councilman King stated he believes the high school parking lot are LEDs. Councilman Temple commented there are some neighborhoods that the lights are not real bright in. DPW Director Karmol stated some of our current lighting that are 250 watt bulbs they want to convert to 54 watt LED and he actually supports that. What he would like to do is get everything down to the same bulb and replace everything with

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54 watt LEDs and have one bulb to change anywhere in the City would be his preference but he realizes there may be areas that need different light due to circumstances. Ideally he would like to get this down to one simple bulb. In this Proposal they take out four of the different kinds of bulbs and replace it with a 54 watt LED. Councilman Temple commented the brighter the neighborhood the better. DPW Director Karmol stated the 250 that we are replacing with the 54 will not be as good, but the other two lower wattage ones will be brighter. Consumers Energy claims we have 68 250 watt bulbs out there that might not be as bright, but there are going to be 251 that are bright. He then stated it would help if we had one bulb that was consistent throughout the City.

Councilwoman Riddle moved to approve the Consumers Energy Proposal for LED Street Light Conversion; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

■ **Consideration of Quote – Purchase of Riding Lawnmower** – Parks & Recreation Director Hancock informed Council he would like to purchase a new 60 inch cut Ferris mower. They have three mowers and the City mechanic does a great job keeping them running. They have had great luck with the Ferris’ – one is over 15 years old, being closer to 20 years old. Every two weeks the 20 year old mower needs mechanical work. In the Parks & Recreation Budget they have appropriated \$10,000.00 and the one they would like to purchase is \$8,070.50. It is \$850.00 more to get a Kawasaki engine, but currently two of their machines have Kawasaki engines and have been great machines for them. The recommendation of the City’s mechanic is to go with the Ferris 26 HP with the Kawasaki engine for \$8,070.50 from Great Lakes Snow Plows, with free delivery before April 1. An inquiry was made as to a warranty. Parks & Recreation Director Hancock replied he is not sure what the warranty is and does not have the specs for Council, but he does not anticipate any trouble whatsoever. Mayor Pro Tem Couture noted one of the other quotes has a four-year warranty. Councilman Temple asked if we did not get any local quotes. Parks & Recreation Director Hancock replied they wanted to go with Ferris, noting the last time they bought local, which was a good machine, but when it was a little bit wet out the belt slips and they can’t keep cutting. This is why they wanted to go all with Ferris and there is no Ferris dealer in Cheboygan.

Councilman King moved to purchase a riding lawnmower for the Parks & Recreation Department from Great Lakes Snow Plows in the amount of \$8,070.50; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

■ **Consideration of Organizational Analysis for the City of Cheboygan Request for**

Proposals – City Manager Eustice commented there is a memo from the Committee that was formed to analyze this. The members of the Committee are Mayor Pro Tem Couture, Councilman King and Councilman Lavender. They had a meeting and did solicit a single quote. There are very few organizations that do this type of thing. The Committee went to the Michigan Municipal League for advice and were given one organization that does Organizational Analysis. He went on to state what the Committee is seeking is basically doing an inventory of the departments, specific duties, job descriptions, conduct a survey of all departments within the City to review policies, communications, work goals, effectiveness, create a reporting system for all departments that is goal and task oriented, and identify

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departments in need of long or short-term staffing plans. We just had two employees retire and have a lot of employees in the City that are close to retirement, which is a concern for this Council and the Committee. We need to improve communication efficiency between all departments and employees. City Manager Eustice stated because the Committee only had one Proposal, they asked if the Council had the ability to go with that. He and City Attorney Lindsay had some discussion in that regard and by Charter and Council Policy this type of thing should go out for Request for Proposals, if it is the wishes of the Council. Mayor Bronson asked if Council would identify who gets the RFPs or would it be posted. City Manager Eustice replied we could do both posting and identify specific organizations that do this; we could publish it and post it on our website. Mayor Bronson then asked what kind of turn-around time. City Manager Eustice stated his suggestion is since there is a three week gap between this meeting and the next Council meeting that the Proposals be in by February 7 to take to the February 13 Council meeting for a selection. Mayor Bronson asked if this is also the recommendation of the Committee to seek proposals. Councilman Temple asked if there is any way that the City can do this without having somebody out-of-house do it, further asking if it is not the Council's job to make sure that they give the City Manager a directive to make sure things are done right through the Department Heads. Apparently the Council is not doing their job to make sure the City Manager is doing that or that the Department Heads are following through doing things. Councilman Temple went on to state one of things that brought this up was a few months ago he went to Mayor Pro Tem Couture and Councilman Lavender about things he felt were not getting done, and he guesses they approached the Mayor. He thought the Council was going to take care of this themselves instead of paying \$15,000.00 or \$20,000.00 to somebody else to do it. They are going to tell us we are short-staffed and we need to hire people, which we already know and can't afford it. Councilwoman Riddle commented Council has to come up with how we can correct an issue when we can't hire someone and need to come up with all that information anyway. Councilman King stated that they, as a Council, are not equipped to do a thorough assessment of issues that he believes have been going on for over 50 years, it is tough to do and is not in their professional capacity to do that, i.e. understanding how the office works, software works, dealing with customers, etc. The other thing, too, is having an objective point of view on it and a plan of action in place, i.e. we know that point and if that's not followed now we have data to back it up. If they do need to make some changes down the road, that it is not going to be a witch hunt as far as personal transgressions between any of the City staff members. They will view things with an objective lens just like other professionals whether it be public service or private industry, this is how things are done and this is the quota you have to meet, here is the job expectation and here is what has to get done. Staff would also be evaluated on a regular basis and Council has not done this. Councilman King then stated this is what he thinks we need to get for the future and have this plan in place as far as staffing down the road. Councilman Temple commented the only thing they can do is evaluate like they used to do. Councilman King stated we need to have a plan because every four years somebody is buddying with this guy and we would have a point of view on how this should actually work. He is all about fairness here. Mayor Bronson said this kind of analysis is something a human resources department can do and we don't have a human resources department and the Clerk/Treasurer has other things to do. Mayor Pro Tem Couture said if we move forward and this takes place, the only reason he will recommend personally doing something like this is if the Council is willing to make decisions, maybe hard decisions, in the

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future on what the report says. We need to take action; if the path is laid out for us we need to be willing to walk it. This is a decision that has to be made among Council; we can get the Proposals, but he would recommend we need to be willing to take those steps if something comes up that is an obvious and we need to make those decisions. Councilman Lavender added, as a Committee member, DPW Director Karmol's presentation earlier gave the picture of where we are kind of at with the City infrastructure, which is a great example if we keep doing business as usual this is where we are going to end up being at, i.e. up against the wall with the water and sewer infrastructure. This is a tool for us to use and a roadmap to the future for the City, which is all going to be decided by Council. Councilman King commented when you do a study like this and you are assessing the employees or departments, offer a plan of improving and resources, etc., so we can all best serve the community we are here for. We need everything to start with the survey and then have a plan of action down the road. He is not going to ignore the fact that things need to get done. City Manager Eustice interjected this is going to be costly and the cost we did receive with the Proposal was in the \$16,000.00 to \$18,000.00 range. Sending out Request for Proposals does not cost the City anything and thinks it would be a wise choice to seek what the true cost of the Proposals would be and weigh it out and Council can make the choice whether it is worthwhile or not. Mayor Pro Tem Couture asked the City Manager if it is his recommendation to move forward with the RFPs, as well. City Manager Eustice replied he thinks so and it will be a good lesson to take a look at what different groups can do for us. Mayor Bronson suggested they come with a list of different places they have done this for so we have contacts. City Manager Eustice commented if it is cost prohibitive that will be something Council will have to look at, but it can be helpful to have an outside source look at the operations and what we do. He noted we do not have this budgeted, noting he and Clerk/Treasurer Kwiatkowski would have to move some money around. City Manager Eustice said probably the biggest benefit, because we don't have the money to hire anyone, would be contracted employees and different ways to help with our budget, noting it is the same as it was in 1992/1993. This could help us to look at different staffing. Councilman King stated there are retirements on the horizon and we need to have job descriptions and where the training takes place when the new people come in to take over these roles. He has walked into many places where someone has left and there is nothing there for the new person starting up and it can be an uphill battle and burn-out happens really quickly. We need to look at this as an organization to make sure that we set people up with this and in the future, as well. Clerk/Treasurer Kwiatkowski said one recommendation he would make is the RFPs have got to be written in such a way that it gets the information you want and would recommend that once City Manager Eustice gets that ready that the three Committee Members look at it before it is sent out. Mayor Bronson commented he feels the memo from the Committee does a pretty good job of laying out what they are looking for but it would be nice to look at that report.

Councilwoman Kwiatkowski moved to approve the taking of Request for Proposals for an Organizational Analysis for the City of Cheboygan, with the Proposals submitted to the City by February 7, 2018; supported by Councilman Lavender. A roll call vote was taken.

Yes votes: Bronson, Lavender, Couture, King and Kwiatkowski

No votes: Riddle and Temple

Motion passed.

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City Clerk's and Treasurer's Comments:

- **W-2s** – Clerk/Treasurer Kwiatkowski stated he should be finishing the W-2s tomorrow and Council should be receiving them fairly soon. In the next week he will be doing the 1099s.
- **Cemetery Contract** – Clerk/Treasurer Kwiatkowski informed Council the Cemetery Contract was for three years and it is now up and he will be talking to Council. His recommendation would be to continue with Ms. Grace Larson, who does an excellent job, and to be honest with Council he simply does not have the time to take anyone by the hand and spend his summer in the Cemetery. He spent a lot of time even with Ms. Larson out there. He will be bringing something back to Council on that.
- **Audit** – Clerk/Treasurer Kwiatkowski announced to Council the term of the Audit is up, which was a three-year proposal and he needs to know if Council wants to continue with Gabridge or would like to put it out back for proposals. More than likely, the low proposal is going to be Gabridge. He thinks we only had one or two that submitted three years ago, one being Anderson-Tackman, who does an excellent job on the audit but will probably run us anywhere from \$4,000.00 to \$6,000.00 a year more as far as the cost of the audit. Mayor Pro Tem Couture stated aren't we required to send it out for Proposals for contracted services once it is over a certain cost. Clerk/Treasurer Kwiatkowski replied not necessarily. Mayor Pro Tem Couture said he realizes we have probably done it in the past, but what does our Charter or Policy say. Clerk/Treasurer Kwiatkowski responded he does not believe our Charter says anything about contracted services, it is all contained in the Purchasing Policy. It is no problem to do a Request for Proposals. Mayor Pro Tem Couture commented it is up to Policy, he would say. Clerk/Treasurer Kwiatkowski stated he will see what he can find and report back to Council at the next meeting.

City Manager's Report:

- **Inverness Township** – City Manager Eustice reported they have not had a scheduled meeting with Inverness Township yet, noting Mr. Jeff Lawson is finishing interviews with the Township and will then organize a mediation meeting regarding the development project in Inverness Township. This should be done either late this week or early next week. The mediation meeting will consist of two Council members, two Township Board members, he and DPW Director Jason Karmol, with Mr. Jeff Lawson will do the initial mediation to see if we can come to an agreement for the water and sewer contracts for the development project.
- **Facilitation Assistance with Strategic Planning Session & Public Forum for the Redevelopment Ready Communities** – City Manager Eustice informed Council they have an e-mail from Ms. Ann Chastain, who does a lot of strategic planning and does have a consulting firm. He would like to contract with her for two separate items: (1) facilitate a strategic planning session with the Council, tentatively scheduled for Tuesday, February 27, 2018 at 3:00 p.m. to 6:00 p.m. This is a Council meeting night and the time can fluctuate the time a little bit. He would like to do this as soon as possible. City Manager Eustice went on to state he and Ms. Chastain believe we only need one session. We think she can get most of the answers she needs in the three hour session. Out of that strategic planning session, he will develop the Capital Improvement Plan. The Capital Improvement Plan approved in 2015 was only a five-year plan and we need to go to a six-year plan, which is what the State wants to see for grant funding and Redevelopment Ready Communities criteria. City Manager Eustice

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stated he thinks it will be very helpful to get the Council's input. Last year we had some strategic planning sessions and he will get some minutes together from that so Council will know what was discussed at last year's strategic planning session. Some things might change as things change and times change. The Capital Improvement Plan helps the City Manager do an Asset Management so we understand what the Council's needs are and what their priorities are, which is put into the Capital Improvement Plan. He can then assign dollar amounts to that. Almost always in a Capital Improvement Plan there are a lot of projects that aren't reached, but they are still put in the Plan. The projects in the Plan are prioritized as to what the Council wants to work on. City Manager Eustice then informed Council he asked Ms. Chastain to facilitate a Public Participation Forum, which has been scheduled for April 4, 2018 in the Cheboygan Opera House from 6:00 p.m. to 8:00 p.m., Wednesday. He should have a Capital Improvement Plan done for that meeting, which Council will get to see prior to. The Public Participation Forum is a requirement of the Redevelopment Ready Communities, which is City is engaged in. We are trying to get that designation for the City of Cheboygan. It basically will be a session to hear what the priorities of the public are and what they would like to see for the community going forward. We need to identify the projects and review those and see if there is anything within the Public Forum that is something that the City should pursue. Often times you will get a lot of input and feedback that we may already be working on or aware of or may not be feasible, but you will also get some input of things we have not thought of or the public had ideas they have not presented. The Public Forum will be open to the public where someone will be able to present their idea – it will be pretty informal. Also, we are going to put a survey on the website for those folks that don't want to come and speak in public but have ideas they would like to present to the Council. Councilman King asked if the Public Forum is a sign-up activity or can you just show up; is there a moderator; is there a time limit? City Manager Eustice replied Ms. Chastain will moderate it and they expect 40 to 100 people there, with him expecting only 10 to 12 speaking. It will not be done on stage; there will be a podium on the floor and will be pretty informal. He and Ms. Chastain have not discussed how they are going to handle this; it may be the case where she will bring a microphone to the audience member speaking. Councilman King suggested a time set for the speakers. Councilman Lavender stated it would be nice for Council to have the direction on the water and sewer rates before then for public input, as long as DPW Director Karmol is in attendance to answer questions. City Manager Eustice commented that is a good idea and about the right timeframe. Councilwoman Riddle inquired if the \$1,000.00 for Ms. Chastain's services will be coming out of the General Fund. City Manager Eustice replied yes - \$500.00 for the strategic planning and \$500.00 for the public forum. He reiterated from out of the strategic planning he should be able to develop the capital improvement plan. Councilwoman Riddle stated Ms. Chastain has facilitated for the City in the past for strategic planning. City Manager Eustice replied he thinks so, noting Ms. Chastain has also done it for the County and County Commissioners.

Clerk/Treasurer Kwiatkowski asked to comment on a question asked earlier, stating there is no policy requiring the City to take request for proposals for the City audit. The first ten years he was here Rehmann did it and it was finally when Mike VanFleet and others were on Council they wanted it put out for proposals, but there is really not a policy so it is entirely up to Council. Mayor Pro Tem Couture stated so there is no policy required. Clerk/Treasurer Kwiatkowski replied we are required in the City Charter to conduct an audit every year and

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that is all it says. Mayor Pro Tem Couture asked since the City is required to do an audit, you don't need a policy, noting there is a City Policy that over a certain dollar amount it has to send out for proposals for contracted services. Clerk/Treasurer Kwiatkowski said okay, that is the way Mayor Pro Tem Couture is looking at it. Mayor Pro Tem Couture then stated so we do have a Policy that we don't follow. Clerk/Treasurer Kwiatkowski said they never followed it for the audit. Mayor Pro Tem Couture commented they and we are two different things. City Manager Eustice stated he will review that Policy. Councilwoman Riddle stated we should follow that Policy. City Manager Eustice reiterated he will review the Policy, noting we have renewed contracts before. Mayor Pro Tem Couture said sometimes it is just easier and sometimes it makes sense to do that, and in thinking both cases it might be that case; but we can't contradict the Policy. City Manager Eustice stated there may be a clause in there that we can renew existing contracts once they have been sent out for proposals, but this is something new. Clerk/Treasurer Kwiatkowski stated the other thing it might just be a purchasing policy for purchasing goods and thinks it is more geared towards that than services, but they will look it over and let Council know.

City Manager Eustice stated with regards to the contract for Ms. Ann Chastain this is something he wants to do and does not need a motion on that, but needs to know if the times for the two sessions are adequate for Council. Councilman King stated he has a conflict for the first meeting.

- **Recreational Authorities Workshop/Presentation** – City Manager Eustice stated Council has been given a memo regarding a meeting at 5:00 p.m. at Inverness Township Hall next Monday night, January 29, there is going to be a workshop with regards to Recreational Authorities with Mr. Harry Burkholder of the Land Information Access Association. Mr. Burkholder's presentation will be about 45 minutes long on recreational authorities and how they work. Surrounding Township representatives will be there and there might be some other interested citizens, also. City Manager Eustice noted that Mr. Jim Conboy and Mr. Keith Cheli of the MDNR would like to attend, as well. We are calling this a workshop and the City's Recreation Commission will be there and all the City Council is invited. The workshop is informational only and no action will be taken. He explained that Mr. Burkholder has developed recreational authorities in the past. It could be a tough path to assemble an Authority. Mr. Burkholder will also have some other possible ideas if this isn't going to work for us.

Messages and Communications from Mayor and City Council Members:

- **911 Board** – Councilwoman Riddle commented she is involved with the 911 Board and they are currently going through the hiring process for the Executive Director due to the retirement of the current Director. It is a very long and detailed process. On January 29 she will be in Harbor Springs so she will not be able to attend the Recreational Authorities Workshop/Presentation. She went on to state there are some good applicants for the 911 Executive Director and they are going through the final three from six.

- **Council Room Monitors** – Mayor Bronson inquired as to what happened to the monitors. City Manager Eustice stated they are going to try and get them mounted this week, noting they had to order a special bracket for one of the units, indicating where the monitors will be mounted. He then informed Council is should be done by Friday. Councilwoman Riddle

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asked how big the monitors are going to be. City Manager Eustice replied they are 46 inch monitors. He was going to put them up himself, but he would rather Mr. Dave Umbarger of Audio Visual Solutions put them up.

Adjournment:

Mayor Pro Tem Couture moved to adjourn the meeting at 8:02 p.m.; supported by Councilman Temple. Motion carried unanimously.

Mayor Mark C. Bronson

Clerk/Treasurer Kenneth J. Kwiatkowski

Councilman Joseph Lavender

Councilwoman Winifred L. Riddle

Councilman Vaughn Temple

Councilman Nathan H. King

Mayor Pro Tem Nicholas C. Couture

Councilwoman Betty A. Kwiatkowski

REGULAR CITY COUNCIL MEETING
February 13, 2018

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

Roll Call:

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

Councilman King led the Pledge of Allegiance to the Flag.

Public Comments:

Cemetery Contract/Bidding – Mr. Ray Lofgren read a portion of the City’s Ordinance regarding buying or exercising contracts that are, if he is not mistaken, over \$5,000.00. Going back, if he remembers, it was \$500.00 and now it is \$5,000.00, which he thinks is a little exorbitant. He read from an Ordinance Book, being Article 10-15. Mr. Lofgren then stated he is sure there are amendments to that. He went on to say at the last meeting our Clerk suggested that he does not have the time to spend with a possible new person that gets the bid for the Cemetery. The current contract was a three year contract and it has been inked by previous managers and Mayors that have given the privilege of managing the Cemetery to the Clerk and he does not have any problem with that. He has a problem with this not going out for bids or any other large amount not going out for bids. Mr. Lofgren then stated he thinks the Charter says you should advertise for bids when something is over and above and you should do it accordingly. Mayor Bronson commented this was a question Council had at the last meeting and hopefully there was clarification.

Approval of Agenda, and Receive and File all Communications:

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

Approval of Prior Meeting Minutes:

Councilman Lavender moved to approve the Regular City Council Meeting Minutes of January 23, 2018 as presented; supported by Councilman Temple. Motion carried unanimously.

Bills and Disbursements:

▪ **Prepaid Bills and Disbursements for the Month of December 2017.**

Mayor Bronson inquired as to the amount of the City’s annual recycling fee. Clerk/Treasurer Kwiatkowski explained that is one recycling permit for all departments. Mayor Bronson stated the Library gets a permit and its cost is \$35.00. Mayor Pro Tem Couture asked if they pick-up or do we take the recycling. Mayor Bronson explained the City drops off cardboard, paper, etc. Clerk/Treasurer Kwiatkowski stated the recycling is done by the Parks & Recreation Department. Mayor Bronson stated he is wondering how the rate is determined. Clerk/Treasurer Kwiatkowski said he will find out from the County. Councilwoman Kwiatkowski asked if the City uses the recycling. Clerk/Treasurer Kwiatkowski replied he does not think we get our monies worth. City Manager Eustice interjected we do use it and we use the Wednesday service at the Fairgrounds, also. He believes they do charge us a fee

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for what we drop off at the Fairgrounds. Councilwoman Riddle said she thought the fees at the Fairgrounds were being done away with with the additional dollar that everyone is paying. Mayor Bronson replied not for businesses; it is only for residential. Also, Goodwill has a recycling program with Dell and will take computers for free.

Councilman King moved to approve the prepaid bills and disbursements for the month of January 2018 in the amount of \$611,564.20; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

▪ Unpaid Bills and Disbursements for the Month of January 2018.

Councilman Lavender moved to approve the unpaid bills and disbursements for the month of January 2018 in the amount of \$39,891.72 supported by Councilman Temple. A roll call vote was taken; motion carried unanimously.

Department, Boards and Commission Reports:

▪ **Department of Public Safety Monthly Statistics, January 2018** – Received and filed. Mayor Pro Tem Couture stated he sees we paid for the new trucks for the DPS, asking when we are going to be getting those. Chief Jones stated we have them, noting the mechanic is putting them together.

General Business:

▪ **Consideration of Water/Sewer Rate Increases** – DPW Director Karmol asked Council if they had any questions from his memo to Council or the charts, which he believes are what Council was looking for and depending on how many units they use in a quarter, they should be able to follow that chart and decide what rate suits the Council. He also informed Council that Option “C” is the only one that makes us grant eligible for both water and sewer. The other ones might make us grant eligible later in time, but those grants are falling away. Ms. Lisa Fought, who put the value of the water system information together, was invited to attend tonight’s meeting but could not make it; however, she wanted to emphasize is the grant opportunities are going to become less and less and what we are going to see more and more of is low interest loans at best. She does not see grant opportunities continuing, although there are still some available. Councilwoman Kwiatkowski asked if Council went with Option “C” tonight when the City can start applying for grants. DPW Director Karmol replied tomorrow, explaining the grant applications usually take about a year to process, so we could start working on grant applications and say that our rates are effective July 1. So in the process of this application, we will pass that threshold by the time the application were to get approved. Mayor Pro Tem Couture asked if there was any way they could say no to potential grant funding we would qualify for. DPW Director Karmol answered right now the USDA is our preferred partner because they have grants and near zero interest 40-year loans. We called them about our grant eligibility because that would be our preferred partner and we were told frankly that Option “C” was the only one that made us grant eligible and the other two Options, even though sewer might be grant eligible in Option “B”, we would still have to argue that point. One of the downfalls of balancing the Budget is the water was supplementing the sewer so when he made those balanced Budgets there is a bigger discrepancy between water and sewer rates. So looking at those rates, sewer qualifies earlier than water now with those balanced Budgets. Councilman Lavender asked if there has been any news with the latest Federal Spending Bill because there is a lot of infrastructure money

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led to that. DPW Director Karmol informed Council he was just in a meeting with the MDEQ today and he was asking that question. They don't think it is going to be in the form of any grant money. What they want to do is make available the money for communities to upgrade their infrastructure, but it is not looking good on the grant picture as far as giving away grant dollars. Because of how far this money needs to stretch, the best they can do is a loan and get it repaid and keep going in order to do the amount of infrastructure that needs to be replaced; not just here but nationwide. Councilwoman Riddle stated so a low interest loan is what they are looking at more than grant funds. DPW Director Karmol replied correct, noting the MDEQ right now has a 20-year loan that has loan forgiveness depending on your financial feasibility. That might be an option, but the 20-year loans are pretty pricey; the 40-year loan is much better, especially on water mains that will last 40 years or so. He does not like to fund mechanical equipment with 40-year loans, but certainly hard pieces of infrastructure. Councilman Lavender stated he had asked before about infiltration in our system and he did a little bit of reading, noting DPW Director Karmol did give him some numbers. He read a lot where there is an actual study that can be done, asking if we have ever had that done. DPW Director Karmol replied no, noting it is unfortunate in 2013 and 2014 there was a \$300,000,000 Stormwater Asset Management Program that most cities qualified for and received funding; many studies are being done through this grant that includes putting sensors on your manhole covers so that you get telemetry in real time a flow is going by certain sewer and stormwater basins. The studies are kind of expensive with rental equipment. He saw millions of dollars go out to communities that applied at that time; right now he thinks that those technologies will become available to us when some of these SAW Grants run out and unfortunately the SAW Grant was not captured here. City Manager Eustice informed Council the cost of that type of analysis is about \$700,000 to \$800,000, adding but most communities are doing it with SAW Grants. DPW Director Karmol told Council that is also something we can start to investigate ourselves with a sewer camera. There is a lot he can do with a sewer camera about how much flow is coming in and it will at least give us a determination of which are the worst pipes and give us a pecking order to replace these. It will be a while before we lose all the infiltration we have, but right now his plan is to work out from the Plant because he can tighten up everything that comes from the Plant and that is where they are starting, and the other Plan is to take a sewer camera and start to look at some of these places where we have large pipes and look for cracks in them and replace them.

Mayor Pro Tem Couture commented when he walked into tonight's meeting he was thinking Option "B", and he really is not anymore. He knows there is no way to project how much grant money we could potentially get over the course of let's say three years, and that is really the big picture. He has five to six family members in his house in a given week and it is a pretty healthy increase, but it really breaks down to \$25.00 per month. DPW Director Karmol said he will give Council a couple of examples. The 6.9 million in wastewater improvements, if we were qualified for USDA, would be 75% grant, or 5.7 million in grant funding. He noted he is just throwing some figures around in his head. He went on to state let's say we have a water tower project that is 2 million dollars and if we qualified for a 75% grant, that is 1.5 million. In doing a breakdown, the 1.5 million to our customers would require him to pull out \$1,200.00 out of every customer some way, be it a dollar at a time or two dollars in ready to serve. It is \$1,200.00 he needs to get back for that grant money, so if we can obtain these grants then that furthers how far this money if we get it goes. Mayor Pro Tem Couture

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commented it would be really nice if this was a stepped process until now because it is a lot for people to swallow. DPW Director Karmol replied it was difficult for him to give Council a compromise because the MDEQ and EPA would really like him to make a 20-year plan and the 20-year plan was 144%. He put that one off because he can't almost triple it so we have to look ahead with a 10-year plan, which are short-term improvements. They wanted him to tell Council how to balance the budget and they wanted him to advocate for short term improvements, 0 to 10 year improvements, which is what he packaged and these are the numbers that presented themselves. He pointed out on Option "B" he will probably be back in three years again. Mayor Pro Tem Couture commented that is really his hold up, that he is going to be back here and this is just another band aid. Councilman King said an increase, especially towards constituents, is never good in tight times like they are, but he looked at his cell phone bill and Charter bill, briefly discussing the same. He went on to state that if you turn the water on water comes out; if you flush the toilet the water goes where it should. It is infrastructure we are looking at down the road, this is something that is necessary for our City. He keeps on trying to think of it in that light, although it is tough to look at. DPW Director Karmol stated the Council is struggling with the financials, but he told Council the water he pumps out of the ground is excellent. People work really hard and spend a lot of money at filtration plants to introduce this quality of water. He is just trying to get it to the customer. Right now he has a couple areas in town that really don't like the water that is coming out of their tap and he is holding up crystal clean water at the well and then going to their home and looking at what they are getting. This is part of that delivery system, as well. We need to keep that crystal clean water going to their tap so people are happy. They might not appreciate the quality of water at their tap because it's just been there and it is hopefully going to keep being there if we fund it. Councilman Lavender asked DPW Director Karmol if he is looking for guidance on a fee structure and once he gets guidance from Council tonight is that it, do those rates go in affect or there is a public hearing, or is there more of a process. DPW Director Karmol explained there is more of a process, adding this is part of a bigger package because depending on what Council selects, he has to do a flat rate sewer, so what he is going to do is take the fees that Council gave him and put 14 units on it, because that is our average, and that will determine our flat rate sewer. This is part of a bigger rate package, but this is the biggest influence on the City. Most of the other rates he is proposing, the water testing fees, sampling fees, septic hauling fees, etc. are all tertiary things that the City residents do not really use all that often. These are services that we offer to mostly to non-residents. He figured Council would not have a huge problem with him correcting those fees that the citizens didn't use because he wanted Council to focus on what the meat and potatoes are and that's the nearly 1300 residents that will be directly affected by this decision and then all the rates will follow that. He noted that right now they are charging \$12.00 for Bactrim testing at the Plant and we are going to go to \$18.00. Fees like this need to be corrected all across the board. Councilman Lavender asked if there is going to be a period for public input on these actual fees. DPW Director Karmol stated he did not go into depth as to how this is going to affect the business owners, so he would like to present this to the DDA before July. He really only has a few weeks after this meeting to put this together; he needs to get the blessing from the City's Attorney and bring it back to the Council for adoption, but it will be part of a package that includes all of the fees, but this kind of sets the precedent of where the other fees land that are related to the City because he is going to use this as an example to keep fairness to all of our utility customers.

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Mayor Pro Tem Couture moved to approve the Water and Sewer Rate increases, as presented in Option “C” and approve the Proposed Tap Fees, effective July 1, 2018; supported by Councilwoman Kwiatkowski. A roll call vote was taken; motion carried unanimously.

- **Consideration to Take Annual Financial Audit Request for Proposals** - Councilman Lavender asked if this is for permission to get proposals. Clerk/Treasurer Kwiatkowski stated that is correct and it is for the periods ending June 30, 2018, June 30, 2019 and June 30, 2020. He has some firms he will be sending copies of the Request to and it will also be placed in the paper. Councilman King also stated it should go in the RFP section on the website.

Councilman King moved to approve the taking of Request for Proposals for the Annual Financial Audit; supported by Councilman Lavender. A roll call vote was taken; motion carried unanimously.

- **Consideration of Bids for N. Huron Street Water Main and Sanitary Sewer Replacement Project MEDC Grant MSC-216009-ICE** – City Manager Eustice explained to Council this was a Grant that has been extended into this year, noting it needs to be completed by June 30, 2018. This is for the Huron Street water main and sanitary sewer from Lake Street to Backus Street. City Manager Eustice then informed Council they hope to apply for an ICE Grant for next year, also. He explained it was bid last year, but the bid from Team Elmer’s came in pretty high. We had some contamination issues that we had to take care of, so we asked the State to extend it into this year and they did. We rebid it hoping that we would get some lower bids, which did not materialize. We received four bids: E.F. Wilkinson & Sons, J&N Construction (Gaylord), M&M Excavating (Gaylord) and Team Elmer’s (Traverse City). He noted a summary is attached to his memo with the true costs of projects. The bids ranged from \$1,194,007.50 to \$1,304,767.50. The lowest bid came in from E.F. Wilkinson & Sons at \$1,194,007.50. Mr. Brian Boals, an Engineer with Gordie-Fraser, City Engineer James Granger, DPW Director Karmol and himself met and discussed who we should choose for this project and made a determination that E.F. Wilkinson & Sons, who is a Cheboygan firm, is qualified for the project and they believe can successfully complete the project, so their recommendation is to go with E.F. Wilkinson & Sons, Inc., who also has the lowest bid. Councilwoman Riddle asked when the project would begin, after the frost goes. City Manager Eustice answered hopefully the first or second week of April, noting it has to be completed by June 30. They do not foresee anything unusual for completion by June 30. Mayor Pro Tem Couture asked if the project is not completed by June 30, who is stuck with the actual bill, or do we not get the Grant. City Manager Eustice stated we would not get the Grant, so we have to get it done; if we run into something unusual we could ask for an extension and they might grant an extension.

Mayor Pro Tem Couture moved to award the bid for the N. Huron Street Water Main and Sanitary Sewer Replacement Project MEDC Grant MSC-216009-ICE to E.F. Wilkinson & Sons Inc. in the amount of \$1,194,007.50; supported by Councilman Temple. A roll call vote was taken; motion carried unanimously.

- **Consideration of Proposals for Professional Services for Organizational Study Analysis** – City Manager Eustice reported we sent out Proposals for Professional Services for an Organizational Study Analysis. We had a quote from one firm, but the opinion of City Attorney Stephen Lindsay was that this should go out for Request for Proposals. We received four Proposals back; two of them were from out-of-state, one from Cincinnati, Ohio and the

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other from Edwardsville, Illinois. He noted that Rahmberg Stover, who the Michigan Municipal League made a recommendation for, submitted a Proposal and the Rehmann Group, a local CPA firm, submitted a Proposal and the analysis would be done by their firm out of Grand Rapids. He reviewed the Proposals, noting Management Partners was \$19,995.00; Rehmann was \$15,500.00 to \$17,500.00; Rahmberg Stover was \$16,000.00 to \$18,000.00; and the Matrix Consulting Group was \$40,000.00. City Manager Eustice went on to state hopefully the Council has had a chance to review these Proposals, noting a couple of them are somewhat detailed. He stated all four of these firms understood what the Council is looking for, in his opinion. It is very difficult to send out Request for Proposals for this type of thing because it is so broad, but obviously all these firms do this sort of work and they have a pretty good understanding of what we were looking for. It is up to the Council, noting he is going to refrain from making a recommendation because one of the Proposals is from a company that his wife is an owner of. Councilwoman Riddle made a request from the Committee members to reiterate from their Committee meetings what it is that we are looking for in spending this money. In the past we had one done and has been told that was different perimeters, but she is not real sure because we have not had any report from the Committee as to what they determined and why they determined and why this whole process has to be done. Councilman Lavender replied the RFPs pretty much cover a lot of what we are looking for and thinks that was summed up in a memo they sent to Council at the last meeting, as to what they are doing. The Organizational Study is basically an organizational wide analysis of how the City operates in every department and a survey sent to all the staff. They are looking for how the City currently operates, the policies the City has in place or doesn't have in place, job descriptions (which ones are in place and which ones are not), and then they are also going to look at recommendations to the organization on how to better operate. With that, too, is performance based or measurable outcome basically by department. In the corporate world it is called matrix, which is basically an analysis system. It is almost like project management type style reporting. Councilman King stated, as a teacher, he has that observation three or four times a year. Every year they go in with a goal for improvement and they all they their things they do okay with and other things they need to work on and the matrix actually measures improvement on that goal. It also does an evaluation system, which we have not done an evaluation of staff here at the City in a very long time, which is a concern of his as far as planning ahead for either hiring in the future, getting more support staff in here to suit the needs of our residents and also the whole operation of the City. Councilman King then stated he thinks this is long overdue and his thing is coming at it through an impartial lens, which is why we can't do this thing internally. Councilman Lavender said it also talks about succession planning, too. He knows there are going to be a lot of retirements in the not so distant future, so it is kind of a roadmap to for the future of the City and how the organization operates. He thinks it will tie a lot into our budgeting process, too, and thinks it will all tie in together. Mayor Bronson commented on succession planning stating it is a great opportunity to look at what you are doing and do we need to keep doing it the same way. This seems to be the moment we should be looking at that. Mayor Bronson stated, as Councilman Lavender said, when he looked at this matrix was not in our price range at all and then Management Partners was a little higher bid. He focused just on the Rehmann Group and Rahmberg Stover and looked to see were they going to get the information the Committee was seeking, were they using the right words like matrix and answering questions that we have. He said he had more questions about Rehmann then Rahmberg Stover. Councilman King commented he still has some qualms about awarding a bid to a firm that does have some connection here at the

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City level, adding being impartial is the big thing about the study. Mayor Pro Tem Couture said he has the same thought and wants to emphasize that for him personally when the decision gets made, if it is the wishes of Council to move forward with this organizational analysis he wants everybody to understand and please be willing to take the recommendations and move with them, whatever it comes back with. It cannot be a piece of paper that sits on the shelf. This is a tool, an outline, and this is a path that we and City Manager Eustice can walk down, noting this is help for City Manager Eustice, as well, which is why they are doing it. He thinks Rahmberg would be his choice. Councilman Lavender stated when he initially reached out to the MML Rahmberg is who they initially recommended. The other firm they recommended did not bid, which was Plante Moran. City Manager Eustice stated Plante Moran did get an RFP and he talked to their office in Traverse City, but this was a little bit small for them as they deal with large counties and cities like Grand Rapids. Councilwoman Riddle stated one of her concerns with this going forward was she does not want to anticipate beforehand what is going to come out of this, but she would assume that one thing is that our staff levels are extremely low. We have people who are wearing a whole lot of hats and doing a whole lot of stuff and when you are spread too thin you can't do anything appropriately, so it is said every year with the audit that our Clerk should not be doing everything he is doing because it doesn't have the checks and balances. These things are going to come out. She went on to state Mayor Pro Tem Couture mentioned that we don't put it on the shelf, we take action and we do what we need to do; so if we are told that we need to increase our staff levels in certain areas to do an appropriate job, where are we going to fund the money to do that? Councilman King commented it does not always boil down to just money; it can delegation of duties, it can be extra training and things like that. Councilwoman Riddle then said it is one of her concerns that we are putting forth the money and it was told before that we needed to increase staff levels, which was from the last time we had people come in and do a study of the whole thing. Mayor Pro Tem Couture said if the business isn't running properly and then somebody comes in and gives a recommendation that the business needs to be restructured or staff levels need to be risen or job duties need to be delegated and it is not done, the business fails. If it wasn't done we are failing. It is time to move forward and take a path and stick with it. It is time.

Councilman King moved to approve the Proposal for Professional Services for an Organizational Study Analysis from Rahmberg Stover in the amount of \$16,000.00 to \$18,000.00; supported by Mayor Pro Tem Couture. A roll call vote was taken; motion carried unanimously.

City Clerk's and Treasurer's Comments:

- **End of Tax Season, February 28** – Clerk/Treasurer Kwiatkowski informed Council that the end of February is the end of tax season; summer tax season and winter tax season. Beginning in March he will be working on the settlement with the County. There is one sticking point right now and he spoke with City Manager Eustice on it, which is Council approved the Library opting out of the DDA capture and there is a question right now come March, April or May when we get our settlement check does the Library get that portion that we would collect immediately or do they have to wait until the next year. We are trying to get an answer on that. City Manager Eustice stated he called Tim Schnelle of the State Tax Commission and he mentioned this to the Mayor. He already has his opinion.

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Clerk/Treasurer Kwiatkowski stated as far as the City is concerned, what we capture from the Library is really not significant when the overall capture is usually in the neighborhood of \$200,000.00 to \$220,000.00 and the Library captured portion is maybe \$6,000.00 to \$7,000.00. We just need to make sure we get it right going forward. Mayor Bronson noted the decision needs to be made by March for the County Treasurer.

City Manager's Report:

- **County Jail Expansion and Storage Building** - City Manager Eustice reported he has had some discussions with County Administrator Jeff Lawson. The County is looking at expanding the jail at its existing site and they are also looking at a possible storage building to house their marine vehicles, snowmobiles, etc. He has the drawings and plans and tomorrow morning he is going to meet with City Engineer Granger to make sure that it all qualifies based on our Ordinance. He believes this can be done administratively and not something that has to go to the Planning Commission, as long as they meet all the requirements. They are going to review whether or not the County needs to do a stormwater flow control plan and City Engineer Granger will advise on that. This is a pretty big project for the County and if they do the entire project he thinks the jail expansion is the most critical part of it. City Manager Eustice stated he will bring the current plans to the City Council for their review before the County moves forward with it. Mayor Bronson inquired if it is all on their current property. City Manager Eustice replied yes. The storage building is planned for behind the recycling bins, in behind the Doris Reid building.

- **Great Lakes Waterways Conference in Cleveland, Ohio** - City Manager Eustice informed Council he attended the Great Lakes Waterways Conference in Cleveland, Ohio and it was a very interesting conference with about 600 people in attendance. Anyone having anything to do with Great Lakes shipping was there. There was representation from Ryba Marine and Kokosing/Durocher Marine. Because Mr. Zach Morrish of Ryba Marine was in attendance, the City Manager got a lot of contacts because Mr. Morrish knows a lot of people in and around the Great Lakes. City Manager Eustice went on to state he met a lot of good people he feels could help us with our Port and in development and marketing. It was a very versatile conference to attend. He went on to tell Council the biggest news to come out of that conference, and is not specifically related to our Port, is that it could help our two marine contractors we have here, is that Cleveland Cliffs Corporation, the largest iron ore mining company in the United States. They mine iron ore predominately in Minnesota and do mine some in the Marquette area and parts of Northern Wisconsin. They have their own shipping company and move most of their iron ore themselves. They announced they are going to build a 700 million dollar plant in Toledo, Ohio on the Maumee River. They mine taconite, which are pellets of iron ore and have 23 customers in the mid-west who are steel mills that produce steel. Cleveland Cliffs is the predominate iron ore supplier. The iron ore they mine is not pure iron ore; there are only a couple places in the world that have a higher quality of iron ore, which are Brazil and Australia. They developed a purification process, because the iron ore they mine has silica, which is basically sand and typically the steel mills have to purify this taconite. They are going to save those steel mills a step and are going to purify the iron ore to about 95% pure iron ore at the new plant and make it into briquettes. Toledo did a very similar thing that we did here, but on a much larger scale. Between Toledo's Port Authority and the State of Ohio they put in 24 million dollars into a 182 acre piece; it was contaminated and they cleaned it up, they put in a seawall and renovation and Cleveland

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Cliffs is going in on that site. They realized it was the best location for them as they have rail there, they can truck out of there, and the 23 mills are within 300 miles of Toledo. All that is good for Ohio and Cleveland Cliffs and the steel mills; the best part of it is the Army Corps of Engineers was well attended at this conference and it might put the additional Soo Locks over the top because they are going to move 1.6 million tons a year through that lock which is going to increase their volume by about 15%. It may push the Federal Government to pull the trigger on building another lock, which is a huge project that would be great for the economy and all of Northern Michigan, especially at least for two marine contractors who may not get the general overall contract but they are going to get business out of a new lock being built. That was exciting news for many Great Lakes organizations. The Cleveland Cliffs plant will be open in 2020.

Mayor Pro Tem Couture inquired as to what was the conversation at the last Port meeting; what is the next step; are waiting for something to move the marketing forward; are we developing plans; where are we at? City Manager Eustice replied all of those things, adding we are kind of leaning of not only marketing the Port but all of Northern Cheboygan County as far as the quality of life, our Industrial Park, our tourism industry, our trails, and all the things that are assets to our community and the Port is certainly going to be a big part of it. He noted an electronics company that builds transmission devices for cell towers just went into the industrial park in Gaylord. We are going to look at all opportunities for industrial manufacturing and green energy technology and we are putting together a plan on how we are going to do that. We have Sharen Lange who is basically taking the lead on that at this point. We had some discussion about how we are going to do economic development planning, not just for the City but County wide, noting County Commissioner Richard Sangster was in attendance. It will be with emphasis on the City and the Port and the assets we have, i.e. Industrial Park, water and Sewer, trails, etc. We don't have a final game plan yet but we will meet again this month and try to put that together to bring to the Council. Mayor Bronson stated the NLEA was present. City Manager Eustice said that NEMCOG, Mr. Steve Schnell, was here that day, as well. He went on to state we are going to use all those resources to market what we have here.

▪ **MDNR Property North of the County Marina** - City Manager Eustice stated he sent Council a memo on the MDNR property north of the County Marina, noting Cheboygan County was working with the Cheboygan Yacht Club to partner with them in developing that property for a club house basically similar to what they brought to us for Major City Park. He just got the plans yesterday and will e-mail them to the Council. The County has worked with them since October and does not think they were opposed to purchasing the land and leasing the land to the Yacht Club; the County can purchase this land for around \$10,000.00. The MDNR purchased the property for \$300,000.00 from a private entity, but they are willing to move it on to either the County or the City. They can only sell it to a public entity. The County believes it would probably be best managed if the City bought it and the MDNR will offer it to us for the same cost. We would have control of it as to whatever kind of improvement would go there, although we don't have to improve it; whether or not the Yacht Club goes there or not or we just have it as vacant land. It would be another public piece of property for the City and is adjacent to Gordon Turner Park, a recreational area, and the County Marina. Councilwoman Riddle commented it would be a great location for a pavilion that we were talking about at Gordon Turner Park. Mayor Pro Tem Couture inquired if this

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piece of property included the Lighthouse. City Manager Eustice replied no, noting the Lighthouse is on the break wall, although it abuts the property. The City could build a walkway along the River to the Lighthouse and then on to the jetty. City Manager Eustice was asked for the size of the property. He responded it is about 450' x 520' deep and is just under 5 acres. Councilwoman Riddle asked how much of the property is wetlands. City Manager Eustice replied about 35% and it is more towards the lakefront side. The waterfront closer to the Marina is all uplands. Councilman Temple commented he thinks it would be a better idea if the County bought it. Mayor Pro Tem Couture asked if the MDNR pays property taxes on the property at some level. City Manager Eustice replied they make a payment in lieu of taxes right around \$4,400.00. Mayor Pro Tem Couture commented the City would capture around \$1,200.00. If nothing gets improved on that property it is just taking a tax base away. It is kind of a valuable piece of property for the future if something were to happen, if the wheels would turn down there in whatever fashion whether it is recreation or future development; however, the City would have to use it for public use, essentially. City Manager Eustice stated that was correct, noting we could still lease it to the Yacht Club. Mayor Bronson commented the price on that property went down dramatically, noting we were trying to pitch that to Bois Blanc Township as a port. He then stated he would like to think about it some because, as the price is very attractive, but he does not know necessarily what project we would speculate to do with it. He would not want to have it tied up for years and years waiting for a long-term lease. The State doesn't seem to be in a hurry, as they have had it for years. City Manager Eustice stated this is the first exposure we have had for this at this price. Councilwoman Riddle said her thoughts are that if we were to purchase the property she would want it to become part of Gordon Turner Park. The wetlands being on the lake side, there could be a pavilion on the portion that is usable as we wanted to build a pavilion in Gordon Turner Park anyway. There can be a bridge across the wetlands going to the other beach area and we could carry the boardwalk along the water and it would be an attractive addition to the edge of the Marina and it all just would kind of flow in that direction. If the City were to get the property she would like it to be part of Gordon Turner Park. Mayor Bronson commented it opens a lot of opportunities. Mayor Pro Tem Couture said he does not want to say no at this point or take it off the table. City Manager Eustice pointed out there is no seawall there, but that is something that could be developed for the future. Councilman Lavender stated he thinks we need to improve and maintain what we have at Gordon Turner Park before we start adding for projects to it. Mayor Pro Tem Couture commented for sure. Councilman Temple stated there is more people at that Park in the summertime than there is any place else in Cheboygan. The place is packed all the time. Councilman Lavender said we have a boardwalk that is in pretty disrepair on the other side of the Park that could use a lot of attention, in addition to Project Playland being in rough shape. He cautioned adding additional land to what we have because we can't maintain what we have now. City Manager Eustice stated that is certainly something he has thought about because the public is going to say that. It is such a great asset for a low cost. He went on to state the analogy of if your roof leaks on your house and it cost \$25,000.00 to replace the roof, you are not going to fix the front door because it cost \$200.00; you still have to do those things. If you have something that comes along that needs to be looked at that is a great deal, you still need to develop for the future. City Manager Eustice stated he has said it a dozen times in these meetings that he can't fund the public properties that we have today; we can't take care of them. We can barely take care of them and maintain them. This is such a good opportunity; we are buying a \$300,000.00 asset for \$10,000.00. Mayor Bronson commented

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but we cannot sell it. City Manager Eustice responded we can't sell it but it could be developed other ways; there could be lease agreements. We have looked at Shepler's running a ferry service out of here, maybe we could get someone like that to lease land. Some people have looked at it from the private aspect, but nobody has ever pulled the trigger on putting something there.

Councilwoman Riddle asked what happened with the community Recreational Authority workshop/meeting that was held at Inverness Township Hall. City Manager Eustice replied it was a pretty good meeting, but were disappointed that two of the Townships adjacent to us did not attend. The scenario of paying \$10,000.00 for the MDNR property or we need a million dollars to improve our parks and recreation, which is why we are looking at the Recreational Authority. There is so much that we need on the recreational side from the Major City Park to Gordon Turner Park. An Authority would help and we are going to have to get a commitment from the Townships of Benton, Beaugrand and Inverness at a minimum for that to be successful. We can levy 1 mill on the taxable value of those jurisdictions and it would create a significant amount of money. We may not have to levy 1 mill, but that is the maximum we can levy; ½ mill on the four units of government is \$250,000.00 annually and a lot could be done with that. Mayor Bronson commented there were community members there that were very interested and he has had two conversations with people about the Recreational Authority since that meeting at Inverness and there is some interest outside of this area. Councilwoman Riddle asked if there is another meeting planned. City Manager Eustice replied not at this point, but he is trying to meet with Beaugrand and Benton Townships to get them to move forward with this. He thinks there is some resistance and reluctance there. We are also looking at the entire School District as being a Recreational Authority. Mr. Harry Burkholder is looking at that. For anybody that participates, it is still going to have to pass a referendum vote. Mayor Pro Tem Couture stated it is a long road, but we certainly need to look and talk and see what the interest level is and try and push it. Councilwoman Kwiatkowski commented it is just like the water and sewer; we should have done something 10 or 20 years ago; if you don't start it will just keep going downhill. Mayor Pro Tem Couture stated it would be nice to start with some sort of funds, but we just don't have it. We need to keep exploring. Councilman Lavender commented we have \$10,000.00 on the table we are talking about right now; why don't we put that into Project Playland right now.

▪ **Michigan Main Street Program** – Mayor Pro Tem Couture asked City Manager Eustice for an update on the Michigan Main Street Program and what are the last talks about that. His focus question is he knows there is another level from where we are at and if we were to do that a lot goes with that, i.e. costs. He then asked who is running the Michigan Main Street Program, the City Manager? City Manager Eustice replied basically yes, but they have a committee of which John Costin is the Chairman and he has been pretty diligent in working on trying to get us to the Select Level, but believes we are probably more than a year away now. He thought it was something we could do in 2018, but we are at least a year away before we can even consider going to the Select Level. Mayor Bronson commented there is a good committee that meets on Wednesday morning and it is very encouraging and there is a lot of energy with that group. They are working with the DDA and brought a presentation to the DDA last week and also they are working with the Bring It Cheboygan group. Mayor Pro Tem Couture commented it is good to see local interest and volunteerism. He then stated he

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still has a question about cost when it comes to that level, do we actually need the help of the organization. City Manager Eustice stated there has been a lot of discussion about that because the DDA and the Michigan Main Street Program are kind of one in the same and do we need both and how is that transition going to work. There have been some issues there between those two entities and they are trying to work through that. Mayor Pro Tem Couture asked City Manager Eustice if he is going down the path of relinquishing control of that and spending less time on it, because he knows for sure it was not too many meetings ago that the Council's direction was for him not to be involved in this. You have other agenda items. City Manager Eustice commented exactly. Mayor Pro Tem Couture stated he just wants to know what the City Manager's thoughts are on this; he does not want him running the show; it is as simple as that. City Manager Eustice stated in most respects he lets the committee manage that side of it. He is not on any of their multiple sub-committees that are working on beautification downtown and economic development, etc. These separate committees all meet outside of the Main Street Committee meeting, but he stays away from that. Mayor Bronson commented that Ms. Kirsten Guenther has sort of been our contact, as she sets up the meetings, does the agendas and minutes. Councilwoman Riddle said one of the reasons that Mr. Costin was made Chair was to free up that time for the City Manager. City Manager Eustice replied yes.

▪ **Bidding Process** – City Manager Eustice stated Mr. Ray Lofgren mentioned earlier about the bidding process talked about at the last meeting. He briefly talked to City Attorney Stephen Lindsay about it. He also did some other research on it and he will get City Attorney Lindsay to give a legal opinion on our Purchase Policy, on what we should and should not bid and what we can and cannot bid, because there are multiple cities that do different things. There is kind of a rule of thumb for extension of contracts that if the individual that has the contract with a municipality doesn't ask for any more than 3% most cities will allow the Council to make that decision. In the case of sending out Request for Proposals for the Organizational Analysis, because it was new City Attorney Lindsay recommended that we do. It is just good policy. The Council can award a contract based on a motion, if they want to, but it is just not good policy to do that without getting bids. Mayor Bronson commented he thinks part of the issue is consistency; we need to do it the right way each time and maybe our Charter has very specific rules about that and that's what we need City Attorney Stephen Lindsay to analyze. Councilman King said if there is conflicting language in the Charter, we need to clean that up. Mayor Pro Tem Couture stated we need to have a policy that this Council sets so it gives the City Manager and anybody else the tool needed to know which direction we should go on a regular basis. Mayor Bronson added and not having any questions during a meeting trying to figure out what the proper procedure is. Councilman Lavender stated the policy needs to address specifically recurring contracts. City Manager Eustice said it does not specifically say that, but it does say if it is in the best interest of the City the Council has the right to award contracts. It is just a formality. Councilwoman Riddle stated so we will get a report from City Attorney Stephen Lindsay at the next Council meeting. City Manager Eustice replied yes, he thinks he can do it by then. Mayor Pro Tem Couture commented what it really stems to is the budgeting process for Council and it ends up revolving around all these question marks, i.e. if we are going to scrutinize the budget which is something we need to be doing on a regular basis – send something out, getting the best prices and bang for our buck. That is his motivation behind it, anyway. Mayor Bronson

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asked the City Manager if he was all set. City Manager Eustice replied yes, he will get with City Attorney Lindsay.

Messages and Communications from Mayor and City Council Members:

- **LED Lights** – Councilman King asked if there is any timeframe for beginning the process. DPW Director Karmol replied there is a contract we need to get back to Consumers Energy before they can start doing installation. Councilman King asked if this will be by the end of the summer. DPW Director Karmol stated he believes they will start in the spring, depending on their crews availability we will probably have to take whatever they have available. Clerk/Treasurer Kwiatkowski interjected once it was approved by Council, Consumers sent us a couple of contracts, one for removal and one for replacement, but they have Resolutions that have to be adopted by Council, which will come to Council at the next meeting.

- **Annual CTE at High School** Councilman King stated next Thursday, February 22, from 11:30 am to 3:00 pm there will be the Annual CTE, Career and Technical Education Showcase, at the High School. It will showcase of what the students do and they always turn out very successful kids out of these programs and is one of the highlights of the School. It is open to the public and it is not just the kids but other businesses and others from outside of town talking to the kids.

- **Disc Golf Course** – Councilman King informed Council there has been some movement here regarding a disc golf course in Cheboygan, which is very low cost as far as setting it up and low cost to maintain. He has some leads on a group that will come in and do this free of charge. This is something we might want to look at if we have the property available and the location. Mayor Pro Tem Couture asked the City Manager if anyone has come to talk to him yet. City Manager Eustice replied no. Mayor Pro Tem Couture stated he had a couple of people come to him, and he saw some action on social media, so he commented and told them to get a hold of him. He has also heard some other conversations and he has had a conversation with Councilman Lavender and Councilman King has had a conversation with a certain individual, as well. Mayor Pro Tem Couture went on to state he thinks there is a group that wants to put together something. He told them we need a plan, then come to the City Manager and let him review it, which is the process. Councilman King stated people like to travel around to go to these courses. Mayor Pro Tem Couture commented it is another attraction, for sure. Councilman Lavender said we are one of the few areas that don't have one; they are all around us.

- **Metered Lights in Main Street Area** – Councilwoman Riddle stated at the DDA meeting some questions were brought up about the metered lights in the Main Street area and whether the DDA is interested in switching those over to LED. She then asked Clerk/Treasurer Kwiatkowski if he has been contacted by DDA Member Chris Lindsay. Clerk/Treasurer Kwiatkowski replied yes, noting they had a spirited discussion. Councilwoman Riddle asked if he could share the information regarding why the metered lights are being paid for by the DDA. Clerk/Treasurer Kwiatkowski said he cannot tell Council how it began but since he has been with the City, the DDA has always paid a portion of the energy costs downtown. He told Mr. Lindsay that the City's General Fund is limited and there are a lot of departments, DPW, Parks & Recreation, Fire, Public Safety, who are all competing for those dollars. It is like what happened with the footbridge; the DDA built it and then it was decided the City should maintain it. Those monies to maintain it come out of the General Fund. He explained this to Mr. Lindsay. In the last three weeks we had problems at the footbridge and he got two

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bills totaling \$2,200.00; he thinks paying for a little bit of energy is fair for the DDA to bear that especially when they build these projects and we have to foot the bills for them. Councilwoman Riddle stated that is why she wonders with the City taking over the responsibility for the maintenance of the footbridge because the guidelines the DDA was set up under is for refurbishing and maintaining the Main Street area. Clerk/Treasurer Kwiatkowski replied that is the million dollar questions and when Mr. Chris Lindsay gets back from Florida in a month he wants to look at when the DDA was initially set up and is it just bricks and mortar and the DDA builds it and turns it over to the City. That is something we will have to look at and will be a discussion probably between Council and the DDA. Councilwoman Riddle stated she does not think with the building of the footbridge should not become the responsibility of maintaining by the City. It is in the DDA area and it is worth discussing. She noted that extra lights are put on the Christmas time, extra uses done for the benefit of the downtown area, it should be discussed. Clerk/Treasurer Kwiatkowski said DPW Director Karmol may have some comments on the lights downtown as far as the receptacles that have been in the poles now. City Manager Eustice commented we are going to put LED lights in the three separate lampposts downtown in the various areas, noting he was not at the DDA meeting last week but believes that was a question on how they are going to look. It is a different type of lighting, being a lot whiter; we are going to be doing some testing downtown. One will be put out in front of the Dairy Queen because that is a franchise sign to see how that looks differently in that type of lighting. Councilwoman Riddle stated there were some concerns if the lighting would be appropriate for what they wanted to have in the Main Street area. Councilman King commented there are a lot of areas here outside of downtown that are dark even with the lights there.

▪ **On-Line Payments** – Mayor Pro Tem Couture inquired if water, sewer and tax bills can be paid on-line and can they be paid by credit card in-house, and is it legal. City Manager Eustice replied it is something they are working on, noting BS&A has a software that he is looking at to do exactly that, to pay utility bills and property taxes. Many cities in the State do. The initial software purchase is around \$8,000.00 but in that scenario you can just do everything on-line and we would have a credit card machine in-house. Mayor Pro Tem Couture commented we could do it on-line when they walk in the door. City Manager Eustice replied yes and that is something we are looking at. Mayor Bronson stated Council would have to have discussions about the cost for the transaction. Clerk/Treasurer Kwiatkowski informed Council the problem he has with that, although credit card payments would be great, but if you make payments, especially for City taxes, that payment goes to one fund and we have three separate debt funds and trust and agency funds, so someone has to go on-line and move that money around and that is very time consuming. Hopefully there is something that is out there that will put the money where it belongs. It really does take a lot of time. City Manager Eustice stated he is unsure the BS&A software is capable of that. Mayor Bronson said you don't ever want to tell people you can't take their money. Mayor Pro Tem Couture stated he thinks we need to look into it quickly and thinks we should put a timeframe on it for an answer, noting we have asked about this for quite some time. Councilman Temple stated they talked about it a long time ago. Mayor Pro Tem Couture it is something where it's time. Councilman King commented on the amount of foot traffic it would save coming in here and it is just a convenient thing. City Manager Eustice stated with a ready to serve charge the seasonal people will have a charge on their water/sewer bill. Many people who are in Florida like to pay their property taxes and utility bills by credit card. Mayor Bronson stated he wants

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a report back to Council in one month, noting to check with multiple vendors and software vendors. Councilman King suggested checking on the transaction fees.

▪ **Development Project** – Councilwoman Kwiatkowski inquired as to anything different happening with the development project. City Manager Eustice stated they are going to meet, not this week, but early next week, with our Committees, but he does not have a set time yet from Mr. Jeff Lawson, who is going to communicate with the Township and try and set a date. Most likely it won't be until next week. Our Council Committee is the Mayor and Mayor Pro Tem for mediation, noting they only want two from the City Council. City Manager Eustice explained there will be two Council members, two Township Board members, himself, DPW Director Karmol and the Attorneys for the Township and City, which is what County Administrator Lawson wants to do initially as mediator. If it doesn't work, Mr. Lawson said he will assign an independent mediator. Mayor Bronson stated Mr. Lawson needs to let the Committee members know. Councilman Temple commented it may not be a bad idea to keep the attorneys out of it. Councilwoman Kwiatkowski asked if there is another avenue we should be exploring. The reply was no. Councilwoman Kwiatkowski stated it just seems very disheartening to be talking about the Port and all this development and we can't get a grocery store/development project. She commented the development project is very good to the community and if they got in here maybe then can do Gordon Turner Park.

▪ **Water and Sewer Projects** – Councilman Lavender commented since DPW Director Karmol got the green light he is looking forward to what projects are started and completed to improve our water system.

▪ **Council Telephone Numbers & E-Mails on Website** – Mayor Bronson stated last he checked we still don't have telephone numbers and e-mail addresses on the web page for Council. City Manager Eustice stated he can do those himself actually and will get those on there.

Adjournment:

Councilman King moved to adjourn the meeting at 8:35 p.m.; supported by Mayor Pro Tem Couture. Motion carried unanimously.

Mayor Mark C. Bronson

Clerk/Treasurer Kenneth J. Kwiatkowski

Councilman Joseph Lavender

Councilwoman Winifred L. Riddle

Councilman Vaughn Temple

Councilman Nathan H. King

Mayor Pro Tem Nicholas C. Couture

Councilwoman Betty A. Kwiatkowski

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

Clerk took roll call and a quorum was present.

Pledge of Allegiance was recited.

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

VISITORS: J. Moore, C. Muscott, C. Veneros, T. Olson, F. Cribb, S. Redmond, C. Antkoviak, T. Horrocks, D. August and G. Archambo

MOTION by D. Brandt seconded by H. Ginop to approve minutes of organizational and last regular meeting minutes of 1/4/18 as mailed. 5 Yea CARRIED

MOTION by D. Brandt seconded by K. Paquet to approve for payment current payroll voucher #18-03-\$76,091.11 and accounts payable voucher #18-04-\$211,867.09. 5 Yeas CARRIED

MOTION by D. Brandt seconded by K. Paquet to approve the agenda as presented. 5 Yeas CARRIED

C. Muscott thanked Eng/Mgr Shank, D. Brandt and K. Paquet for attending the Public Hearing held by Tuscarora DDA on the Proposed Streetscape project.

Will be holding closed session after regular business to discuss pending litigation with attorney.

CRA Board of Directors Ballot received, one candidate for the Northern Michigan Association was shown.

MOTION by K. Paquet seconded by D. Brandt to cast vote for Douglas Robidoux, Mason County for the CRA Board of Directors Ballot, Northern Michigan Association of Road Commissioners. 5 Yeas CARRIED

Requesting authorization to bid (3) three cab and chasses for purchase and to use MIDeal to purchase the (3) three fit outs for the trucks.

MOTION by K. Paquet seconded by C. O'Connor to authorize staff to bid out to purchase (3) three cab and chasses and to use MIDeal for the purchase of (3) three fit outs for the trucks. 5 Yeas CARRIED

Proposing a revision to Policy #37, Local Road Cost Sharing and Project Estimate Policy as follows: 1st revision-will clarify that each project a Township completes will be eligible for funding. Also, clarification of a max of 50% funding for projects under \$50,000.00. 2nd revision- We want to make sure the few Townships that are able to complete multiple projects do not submit early and use all the available Road Commission funds and the other Townships miss out on funding.

MOTION by K. Paquet seconded by H. Ginop to approve the 2 revisions to Policy #37, Local Road Cost Sharing and Project Estimates Policy as follows: 1.) Add per project to read as follows-The maximum amount of funding a Township can receive will be \$25,000 per project. Projects less than \$50,000 total cost will be funded at 50% of the project cost. 2.) Add statement-The Road Commission desires to make funds available to all Townships that enter into project agreements. Townships that enter into project agreements with the Road Commission for projects between January and the end of March of the current construction season will only have one project that Road Commission funds will be committed. Starting in April of the current season, all projects will have funds committed based on the submission dates for Townships with multiple projects in a given year. 5 Yeas CARRIED

REGULAR MEETING OF THE CHEBOYGAN COUNTY ROAD COMMISSION JANUARY 18, 2018

Currently there is a fax fee attached to a permit, faxes do not cost more to process compared to emailing or hard copies. Looking to have removed from Policy.

MOTION by D. Brandt seconded by C. O'Connor to remove the processing fee of \$5.00 for faxing permits from Policy # 10, effective immediately. 5 Years **CARRIED**

MOTION by C. O'Connor seconded by H. Ginop to receive and file the following correspondence: Township Meeting Minutes: Koehler 12/12/17, Beaugrand 12/13/17, Munro 11/14/17 and 12/12/17 and Mullett 1/9/18; Safety Committee Meeting Minutes of 1/10/18 and December 2017 State Maintenance. 5 Years **CARRIED**

Engineer/Manager Shank Update:

- Would like to finalize the 5 year road plan so can start presenting to the Townships regarding the proposed Millage renewal.

MOTION by K. Paquet seconded by C O'Connor to approve the 5 Year road plan as discussed with revisions. 5 Years **CARRIED**

- Attended both nights of the Public Hearing of Tuscarora Township DDA regarding Streetscape discussion
- Wants Board opinion on placing the Millage on the ballot for renewal, Primary or General or possibly both if needed. Clerk Stempky contacted County Clerk and her opinion was the General has a better turnout. Board felt the primary election is the best to place the millage renewal on.
- Update on E. Foote Road that has brought some attention in the paper lately. The residents were told by the County it was public, it has been public since 1940 but not a certified county road. Would have to be brought up to our standards before we would look at taking over.
- Final project estimate for Temple Road has been completed, some preliminary estimates for Munro Township have been completed and E. Mullett Lake Road plans have gone out to state for grade inspection.
- January 25, 2018, Grant Township MTA meeting, will be presenting the 5 year plan for the first time to the Townships.

Foremen Updates:

S. Redmond-Started some brushing today, patching and winter maintenance.

D. August-Brushhog has been out, thawing culverts, brushing and Sturgeon River has ice built up

D. Brown asked to be excused from the February 21 and 22, 2018 meetings

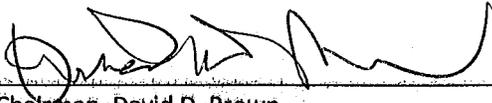
Chairman Brown recessed regular meeting at 9:40 A.M. before going into closed session for pending litigation.

MOTION by D. Brandt seconded by K. Paquet to go into closed session at 9:43 A.M. to discuss pending litigation with legal counsel Kluck. Roll call: O'Connor-yes, Ginop-yes, Brown-yes, Brandt-yes, Paquet-yes **CARRIED**

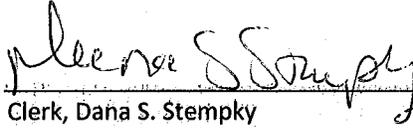
Return to open session at 10:50 A.M.

MOTION by C. O'Connor seconded by D. Brandt to return to open session at 10:50 A.M. Roll call: Ginop-yes, Brandt-yes, Paquet-yes, O'Connor-yes, Brown-yes **CARRIED**

Chairman D. Brown adjourned regular meeting at 10:50 A.M. being no further business to come before the Board.



Chairman, David D. Brown



Clerk, Dana S. Stempky

Northeast Michigan Community Service Agency, Inc.
BOARD OF DIRECTORS
Kirtland Community College, Grayling Campus, Grayling, MI
February 2, 2018

The regular meeting of the NEMCSA Board of Directors was called to order by President Pete Hennard at 12:41 p.m.

ROLL CALL

Stuart Bartlett
Natalie Clarke
Earl Corpe
Nick Florian
Lee Gapczynski
Jean Garratt
Kenneth Glasser
Pete Hennard
Cam Habermehl
Patrick Kelly

Steve Lang
Jennifer Lopez
Sharon Priebe
Corleen Proulx
Lisa Salgat
Richard Sangster
Dave Wagner
Gerald Wall
Rose Walsh
Carol Wenzel

Excused: Lyn Behnke, Danielle Martz, Mark McKulsky, John Morrison, Leonard Page, Ian Robb, Pat Rondeau

Absent: Dan Gauthier

Quorum present - yes

Staff Members Present:

Lisa Bolen, Karen Godi, Tricia Grifka, Dorothy Pintar, Jim Robarge, Kristina Warner, Fran Whitney, Val Williams and Sue Zolnierek

APPROVAL OF AGENDA

Ken Glasser asked that the Conflict of Interest definition of “immediate family” be added to New Business.

Motion by Earl Corpe to approve the agenda as amended. Support by Sharon Priebe. All ayes, Motion carried.

CONFLICT OF INTEREST DISCLOSURES

None

Nick Florian led the Board in the Pledge of Allegiance.

Gerald Wall provided the blessing for the meal.

No reflections

INTRODUCTION OF GUESTS AND PUBLIC COMMENT

Members introduced their guests. Present staff introduced themselves. President Pete Hennard introduced Tom Quinn, President of Kirtland Community College and Robb Kennedy of Capitol Affairs, Inc.

No public comment.

Tom Quinn, President, Kirtland Community College provided an overview of the Grayling campus.

ADMINISTRATIVE CONSENT AGENDA APPROVAL

President Pete Hennard asked if anyone would like to pull any item from the Administrative Consent Agenda for further discussion or individual vote. Ken Glasser asked that the January 2018 meeting minutes be moved to New Business for discussion. President Pete Hennard stated that the Administrative Consent Agenda including the following item:

a. Receive and file December 2017 Head Start Policy Council meeting minutes is adopted as amended.

COMMUNICATION

President Pete Hennard read correspondence regarding a financial close out letter dated December 6, 2017 from the State of Michigan Department of Health and Human Services indicating the financial monitoring conducted from July 11 – July 17, 2017 has been closed.

President Pete Hennard read correspondence dated January 9, 2018 from the Michigan Department of Health and Human Service indicating the CSBG FY 16 Annual Report Summary and Technical Assistance Plan Request monitoring conducted on June 6th has been closed.

President Pete Hennard read an Overview of Findings dated January 16, 2018 from the Administration for Children & Families which provides an overview of findings from the recent monitoring review relative to the bus incident that was reported to the Regional office on October 6, 2017. An overview of the incident was discussed at last month's board meeting. The finding constitutes a deficiency as defined in the Head Start Act. The time frame for correction is 30 days. Tricia Grifka provided the board with a summary of actions that have taken place regarding this incident and include what measures have been put in place to safeguard any future incidents from taking place.

President Pete Hennard read correspondence dated January 12, 2018 from Danya International, LLC indicating that the Office of Head Start will conduct a Classroom Assessment Scoring System (CLASS) and a Focus Area 2 (FA2) monitoring review both during the week of March 19, 2018.

President Pete Hennard read correspondence dated January 3, 2018 from the Administration for Children and Families intended to bring attention to two requirements that have, in some cases, resulted in unnecessary and potentially detrimental actions taken by Head Start grantees. The first is the reporting that requires grantees to report immediately or as soon as practicable any significant incidents affecting the health and safety of program participants. The second is Standards of Conduct describing the positive strategies adults must implement when interacting with children.

Motion by Steve Lang to receive and file all 5 correspondences as presented. Support by Richard Sangster. All ayes, Motion carried.

INFORMATION ITEMS

Directors Report – Lisa Bolen

Lisa Bolen read highlights from the Directors report that was distributed prior to the meeting.

Financial Report – Jim Robarge

Jim Robarge distributed and reviewed the Head Start/Early Head Start Recorded Expenses as of January 31, 2018 for the Grant Period February 1, 2017 through January 31, 2018.

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

Program Presentation – Rob Kennedy, Capitol Affairs, Inc., gave a PowerPoint presentation on the types of services he provides to NEMCSA.

COMMITTEE REPORTS

Program Planning and Evaluation Committee – Earl Corpe

The Program Planning and Evaluation Committee met prior to the regular meeting to review and recommend for approval the Sharing of Data and Protections for the Privacy of Child Records in Head Start/Early Head Start.

Motion by Jean Garratt to approve the Sharing of Data and Protections for Privacy of Child Records in Head Start/Early Head Start as presented. Support by Lee Gapczynski. All ayes, Motion carried.

Audit/Finance Committee – Ken Glasser

The Audit/Finance Committee met prior to the regular meeting to review and recommend for approval January corporate credit card expenditures in the amount of \$327.99. The committee also reviewed and recommended for approval the Head Start/Early Head Start purchasing card expenditures in the amount of \$29,420.66.

Motion by Ken Glasser to approve the corporate credit card expenditures in the amount of \$327.99. Support by Sharon Priebe. All ayes. Motion carried.

Motion by Lisa Salgat to approve the Head Start/Early Head Start purchasing card expenditures in the amount of \$29,420.66. Support by Stuart Bartlett. All ayes. Motion carried.

Membership Committee – John Morrison

No meeting. No report.

Early Childhood Services Ad Hoc Committee – Jean Garratt

No meeting. No report.

Personnel Committee –

No meeting. No report.

New Business

Ken Glasser asked that the January 2018 meeting minutes be amended to show that the board is approving the NEMCSA Corporate Credit Card expenditures and the Head Start/Early Head Start Purchasing Card expenditures.

Discussion

Motion by Ken Glasser to approve the January 2018 meeting minutes as amended. Support by Sharon Priebe. All ayes, Motion carried.

Ken Glasser asked that the Conflict of Interest definition of “immediate family” be clarified to the board members.

President Pete Hennard read the following statement from the Board of Directors Conflict of Interest Policy:

Immediate Family Member means a Board Member’s Spouse or partner in a civil union recognized by state law; Domestic partner or partner in a committed, personal relationship; Parent; Child; Sibling; Father-in-law, Mother-in-law; Brother-in-law, Sister-in-law; Son-in-law, Daughter-in-law; Grandparent; or Grandchild. The term includes individual related by blood, adoption, or marriage (i.e., step family members).

The March board meeting will be held at BJ’s Restaurant in Gaylord on March 2, 2018.

Motion by Steve Lang to adjourn the meeting at 1:49 p.m. Support by Earl Corpe. All ayes, Motion carried.

Date Prepared: February 2, 2018

Date Approved: _____

Board Secretary

Date

**CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
BOARD APPOINTMENTS & PROCEDURES
December 6, 2017**

The meeting was called to order at 9:30 a.m. in the Commissioners Room by Committee Chair Richard Sangster.

PRESENT: Commissioner Richard Sangster, Commissioner Cal Gouine, Commissioner Roberta Matelski and County Clerk Register Karen L. Brewster.

CITIZENS COMMENTS

Carl Muscott citizen of Tuscarora Township commented that he was concerned with the Planning and Zoning Board of Appeals. He stated that in the Planning Enabling Act, the members should have a representative in the region from agriculture and industrial. It was also recommended that there should be a member from the Board of Commissioners who attended all of the meetings and reported back monthly to the full Board of what was going on in the Planning Commission. Mr. Matelski kept up pretty responsibly and he would like to see that kept up. Also it was mentioned the members should have either a school board or some sort of administrative staff on the Planning Commission.

Motion by Commissioner Gouine, seconded by Commissioner Matelski, to approve today's agenda and the minutes of October 2, 2017 as presented. Motion carried.

Commissioner Sangster stated that the Board was here today for reappointments. The committee members on the agenda were expiring in 2017. He stated taking public comments into consideration, the Board Appointments & Procedures Committee had not received any applications for any of these committees and as it cycles, the full Board might want to look into that because it was tough to find people to serve. Proceeding with the list of committees before them, there were a few people that did not want to serve such as Wendy Dixon of the Waterways Commission and Bob Andrews of the EDC, James Mick of Waterways Commission attendance might be low and Sue Eno who was on the EDC would like to retire once a replacement for her was found. Discussion was held on getting a job description for each committee position.

Cheboygan County Airport Authority

Motion by Commissioner Gouine, seconded by Commissioner Matelski, to recommend to the full Board to reappoint Arlene Hansen to the Cheboygan County Airport Authority for a 3-year term commencing January 1, 2018 through December 31, 2020. Motion carried.

Cheboygan County Construction Code Board of Appeals

Motion by Commissioner Sangster, seconded by Commissioner Matelski, to recommend to the full Board to reappoint Ed Ginop, Bobbie Christensen and William Thompson to the Cheboygan County Construction Code Board of Appeals for a 2-year term commencing January 1, 2018 through December 31, 2019. Motion carried.

Cheboygan County Department of Health and Human Services

Motion by Commissioner Sangster, seconded by Commissioner Gouine, to recommend to the full Board to reappoint Leslie Tebo to the Cheboygan County Department of Health and Human Services for a 3-year term commencing November 1, 2017 through October 31, 2020. Motion carried.

Cheboygan County Fair Board

Motion by Commissioner Gouine, seconded by Commissioner Matelski, to recommend to the full Board to accept the recommendation from the Cheboygan County Agricultural Society to reappoint Kelsey Kennedy, Beth Buhr, Jeremy Borowicz, and Gary Spray to the Cheboygan County Fair Board for a 3-year term beginning January 1, 2018 and ending December 31, 2020. Motion carried.

Cheboygan County Planning Commission

Commissioner Gouine commented that he liked the idea of having more diversity on the committee, but it was hard to get school board members to volunteer. Commissioner Sangster stated that if it was the desire of the full Board to do more recruiting, look harder and be a little more active before the terms expire. Commissioner Matelski stated that they need to peak citizens interests.

Motion by Commissioner Matelski, seconded by Commissioner Gouine, to recommend to the full Board to reappoint Charles Ostwald, Stuart Bartlett, and Charles Freese to the Cheboygan County Planning Commission for a 3-year term beginning December 16, 2017 and ending December 15, 2020. Motion carried.

Cheboygan County Waterways Commission

Motion by Commissioner Sangster, seconded by Commissioner Gouine, to recommend to the full Board to reappoint James Mick to the Cheboygan County Waterways Commission for a 3-year term commencing January 1, 2018 through December 31, 2020. Motion carried.

Cheboygan County Zoning Board of Appeals

Motion by Commissioner Gouine, seconded by Commissioner Sangster, to recommend to the full Board to reappoint Charles Freese to the Cheboygan County Zoning Board of Appeals for a 3-year term commencing January 1, 2018 through December 31, 2020. Motion carried.

Cheboygan County Department of Public Works

Commissioner Sangster stated the last time this committee was activated was for the Inverness Sewer Project.

Motion by Commissioner Gouine, seconded by Commissioner Matelski, to recommend to the full Board to reappoint Robert R. Heilman to the Cheboygan County Department of Public Works for a 3-year term commencing January 1, 2018 through December 31, 2020. Motion carried.

Cheboygan County Economic Development Corporation

Commissioner Sangster stated that there had been a lot of discussion on what was the role of the EDC, but there were certain criteria in order to serve on this committee such as engineers, finance and planners.

Motion by Commissioner Sangster, seconded by Commissioner Matelski, to recommend to the full Board to reappoint of James Granger to the Economic Development Corporation for a 6-year term commencing expiring on September 30, 2022. Motion carried.

Northern Lakes Economic Alliance

Commissioner Sangster stated that it was important to understand what this committee did.

Motion by Commissioner Sangster, seconded by Commissioner Gouine, to recommend to the full Board to reappoint Sue Eno and James Granger to the Northern Lakes Economic Alliance for a 3-year term expiring December 31, 2020. Motion carried.

CITIZENS COMMENTS

Carl Muscott citizen of Tuscarora Township commented that he didn't know why Cheboygan County didn't adopt the principle that Otsego County was using where they had their own Economic Development Association. The cost was approximately what Cheboygan County donates to NLEA and the county didn't see any results. This association represented all of the townships with staffing of only two employees with measurable results seen.

Motion by Commissioner Gouine, seconded by Commissioner Matelski, to adjourn. Meeting adjourned at 10:20 a.m.

Cash Summary by Fund
Cash and Investment Report
for January 2018

will not be presented as 2017
adjusting entries are still being
posted and beginning cash
balances could be affected.

January 2018 Revenue and
Expenditure Report will be
presented at the April 10, 2018
Board of Commissioner's
Meeting.

ADMINISTRATOR'S REPORT

3-13-18

GOLDFRONT DEMOLITION:

Staff is currently in the process of reviewing contractor qualifications for Dore and Associates the low bidder and Pitsch Companies the second lowest bidder. A recommendation for award will be provided at the March 27, 2018 meeting. Staff has also been contacted by the neighboring property owner concerning the project and property lines. Staff has requested to meet with the property owner to discuss their concerns.

JAIL ADDITION/ STORAGE BUILDING:

The architect has provided a budget update (see attached) and the recommendation for bid award has been placed on the agenda. The bid price for the jail component of the project is higher than the original estimates for the project. Staff's recommendation is to award bids to begin construction this spring.

MARINA PROJECT:

The County has received a project engineering proposal from GFA Associates of Traverse City in association with Granger and Associates in the amount of \$110,000 for the Marina Fuel Tank and Gas Dock Project. Engineering proposals were sought last summer for the project and GFA was the only firm that identified interest. The County was awarded a \$400,000 grant from the Michigan Waterways Commission which requires a \$400,000 match to complete the project. GFA's estimated cost of the project is 1.1 million dollars. After discussion with the State, the County has the option of modifying the work scope of the project to bring it back in line with the original project estimate. The Waterway Commission will discuss this topic at their March 21, 2018 meeting.

March 9, 2018

Cheboygan County
Jail Addition and Renovation – BCI Construction LLC

Item No.		Contractor	Cost
1	General Conditions		\$108,218.00
2	Overhead/Profit		\$75,000.00
3	Building Permit		\$12,195.00
4	PLM Bond		\$18,000.00
5	Demolition	BCI Construction	\$8,400.00
6	Concrete	VanKaulker	\$211,917.00
7	Precast Concrete	Kerkstra	\$44,200.00
8	Masonry	Straus Masonry	\$272,500.00
9	Metal Fabrications	Bills Custom Fab	\$19,300.00
10	Carpentry	BCI Construction	\$13,586.00
11	Membrane Roofing	Doyle Roofing	\$53,514.00
12	Caulking	Great Lakes	\$5,800.00
13	Doors, Frames and Hardware	WDSI	\$22,675.00
14	Overhead Door	O.H. Door of Alpena	\$4,000.00
15	Access Doors	WDSI	\$5,525.00
16	Drywall, Metal Studs, Ceilings	L&L Contracting	\$17,900.00
17	Flooring	Bouma	\$47,850.00
18	Painting	Whale Painting	\$63,100.00
19	Metal Lockers	Brainard	\$4,190.00
20	Fire Extinguishers/Cabinets	Koorsen	\$155.00
21	Kitchen Equipment	Great Lakes West	\$233,976.00
22	Detention Doors and Equipment	WDSI	\$178,250.00
23	Fire Protection	Total Fire Protection	\$41,505.00
24	Mechanical	Ballards P&H	\$285,928.00
25	Electrical	Harbor Springs Electric	\$138,000.00
26	Sitework	Dunkel Excavating	\$107,526.00
27	Asphalt Paving	Rieth Riley	\$26,990.00
Totals			\$2,020,200.00

Cheboygan County
Storage Building – Kujawa Construction

Item No.		Contractor	Cost
1	Sitework	Rodiadek Excavating	\$90,000.00
2	General Trades / Exterior Finish	Kujawa Construction	\$128,800.00
3	Pre Engineered Metal Building	F. Fedack Corporation	\$165,000.00
4	Mechanical, Plumbing and HVAC	Ballards P&H	\$68,000.00
5	Electrical	Archambo Electric	\$45,000.00
Totals			\$496,800.00

Cheboygan County
Jail Addition and Storage Building Construction Cost Summary

Jail Project	BCI Construction	\$2,020,200.00
Storage Building	Kujawa Construction	\$496,800.00
Construction Contingency (Approximately 3%)	Estimated	\$75,000.00
Security System (CCTV, Cameras, Monitors, etc.)	Estimated	\$200,000.00
Totals		\$2,792,000.00

Note: Cost does not include jail project Alternate Bid One (Sheriff area re-roof - \$25,200.00) and Alternate Bid 2 (add carports - \$36,800.00).



Cheboygan County Board of Commissioners' Meeting

March 13, 2018

Title: Board Appointments & Procedures Committee Recommendations

Summary: The Board Appointments & Procedures Committee met on March 7, 2018.

Financial Impact: N/A

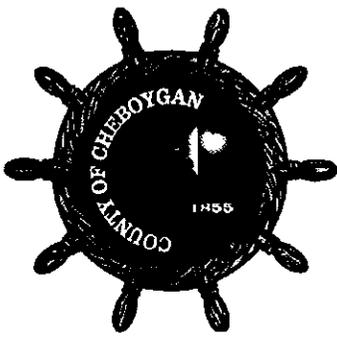
Recommendation:

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

- to reappoint Alice Mushlock to the **Cheboygan County Tax Allocation Board** for a one (1) year term effective April 1, 2018 through March 31, 2019.
- to reappoint Robert Boyd to the **North Country Community Mental Health Board** for a three (3) year term effective April 1, 2018 and ending on March 31, 2021.

Prepared by: Karen L. Brewster

Department: County Clerk/Register



Cheboygan County Board of Commissioners' Meeting

March 13, 2018

Title: Amendment of Master Agreement 2017- 0032/A1 between M-DOT and the County of Cheboygan Board of Commissioners, for the purpose of SRR Public Transportation.

Summary: This Contract is to amend the Agreement to revise the dollar thresholds in the competitive procurement requirements to prompt payment language, retroactive to the original effective date of the agreement. To do this, Subsections (b) and (c) of section 7 of the Agreement will need to be amended to read as follows. For procurement up to \$3,500 dollars the Agency will document how the price was determined fair and reasonable. Further all procurement involving adequate written quotes the threshold will be changed from \$ 3,501.00 to \$100,000.00 to \$ 3,501.00 to \$ 150,000.00. Also to add a Retainage requirement Section 22 of the original agreement will need to be amended to read as follows, The Agency agrees to pay each Subcontractor no later than (10) days after receipt of payment from M-DOT, further the Agency agrees also to return the 10 percent retainage to any Subcontractor (10) calendar days from the date the work is satisfactorily completed. Any delay or postponement from these time frames must have written approval of M-DOT. The above prompt payment provisions are a requirement of 49 CFR paragraph 26 of the Federal Register as amended and does not confer third party beneficiary right to or other direct right to a Sub contractor against M-DOT. This provision applies to both DBE and non- DBE Sub contractors. All other provisions of the master agreement except here in amended will remain in full force and effect as originally set forth.

Financial Impact: None

Recommendation: For a roll call vote, The board to approve and authorize the chair to sign.

Prepared by: Michael Couture

Department: Straits Regional Ride

MICHIGAN DEPARTMENT OF TRANSPORTATION
CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
AMENDMENT

This Amendatory Agreement is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Cheboygan County Board of Commissioners (AGENCY) for the purpose of amending Master Agreement No. 2017-0032, effective October 1, 2016 (AGREEMENT).

Recitals:

The AGREEMENT sets forth the terms and conditions that govern project authorizations issued for program years 2017 through 2021; and

The parties desire to amend the AGREEMENT to revise the dollar thresholds in the competitive procurement requirements and to add a retainage payment requirement to the prompt payment language, retroactive to the effective date of the AGREEMENT.

The parties agree that the AGREEMENT be and that the same is amended as follows:

1. In order to revise the dollar thresholds in the competitive procurement requirements, retroactive to the effective date of the AGREEMENT, subsections (b) and (c) of Section 7 of the AGREEMENT are amended to read as follows:

“b. The AGENCY will document how the price was determined to be fair and reasonable for purchases up to Three Thousand Five Hundred Dollars (\$3,500.00) or, as an alternative, will document compliance with the provisions of subsection (c) or subsection (d) below.”

“c. The AGENCY will document competitive quotations from an adequate number of qualified sources for purchases up to One Hundred Fifty Thousand Dollars (\$150,000.00), except for purchases of Three Thousand Five Hundred Dollars (\$3,500.00) or less, or, as an alternative, will document compliance with the provisions of subsection (d) below.”

2. In order to add a retainage requirement to the prompt payment language, retroactive to the effective date of the AGREEMENT, Section 22 of the AGREEMENT is amended to read as follows:

“22. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.”

3. All other provisions of the AGREEMENT, except as herein amended, remain in full force and effect as originally set forth.
4. The AGENCY waives any and all claims it has or may have against MDOT that arise out of the need to amend the AGREEMENT.

5. This Amendatory Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Amendatory Agreement and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Amendatory Agreement, as applicable.

CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



Cheboygan County

Board of Commissioners' Meeting

March 13, 2018

Title: Drug and Alcohol Policy updates

Summary: In 2015 the State of Michigan took all rural agencies Drug and Alcohol plans and converted them into their own format. To make them all consistent for FTA review, Currently we have received an email from the State of Michigan where the word Opiates needs to be changed to Opioids in all plans then taken to the transit boards for approval. Once this is done we need to send an electronic copy of the changed plan and the Board minutes where it mentions their approval of the changes to the State of Michigan.

Financial Impact: None

Recommendation: Review and adopt Plan with changes

Prepared by: Mike Couture
Transportation Director

Department: Straits Regional Ride

Straits Regional Ride

Controlled Substances and Alcohol Misuse Testing Policy

U.S. Department of Transportation Federal Transit Administration (FTA) Regulations

49 CFR Parts 40 & 655

**Effective:
March 15, 2017
Revised: March 13, 2018**

The Company's drug testing provider is:

**OMS Compliance Services, Inc.
PO Box 699
Boyne City, MI 49712
P: 231-582-5898
F: 231-582-5371**

Prepared by:

**Current Consulting Group, LLC
Phone: 215-248-8204 Main Office**

Disclaimer: All information provided by Current Consulting Group, LLC and its principles/Agents and employees, whether verbal or written; is not intended to provide legal advice. Although we go to great lengths to make sure our information is accurate and useful and our interpretation of it is appropriate to your situation, we recommend that you contact your attorney with your legal questions and concerns. Reliance upon information provided Current Consulting Group, LLC, its principles/Agents or employees for legal advice is unfounded.

I. STATEMENT OF POLICY

Straits Regional Ride ("SRR"), the Federal Transit Administration and the U.S. Congress have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of the Nation. In fact, the Federal Transit Administration has specifically noted that the use of alcohol and illegal drugs has been demonstrated to significantly affect the performance of individuals involved in the public transportation industry. It is therefore the policy of the Company and the Federal Transit Administration that safety-sensitive employees in the public transportation industry be free from the influence of drugs and alcohol.

In order to achieve this objective and to comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 and Federal Transit Administration Regulation, 49 CFR Part 655, the Company has developed and implemented a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and prohibited drugs by employees who perform safety-sensitive functions in the public transportation industry, and to deter and detect the use of prohibited drugs by covered employees. Implementation of this program also helps deter substance abuse, as well as reduce absenteeism, accidents, health care costs and other drug-related problems. This program enhances the safety of our employees and the users of public transportation by facilitating the early identification of substance abuse-related issues and referral for treatment of workers with drug or alcohol abuse problems.

Those areas of the policy that appear in bold and underline print reflect SRR's independent authority to require additional provisions regarding drug and alcohol testing procedures.

II. SCOPE

Individuals Subject to Testing (Covered Employees) [655.4]. Part 655.4 defines a "Covered Employee" as a person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to part 655.

For purposes of this policy a "safety-sensitive function" includes:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL);
- Controlling dispatch of movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 USC 5307 or 5309, is an area of less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 USC 5311 and contracts out such services; or
- Carrying a firearm for security purposes.
- An individual will be performing a safety-sensitive function during any period in which he/she is performing, ready to perform or immediately available to perform such functions.

A volunteer is a covered employee if:

- The volunteer is required to hold a commercial driver's license to operate the vehicle; or
- The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration more than his or her actual expenses incurred while engaged in the volunteer activity.

“Vehicles” subject to this policy include buses, electric buses, vans, automobiles, rail cars, trolley cars, trolley buses or vessels. “Public transit vehicles” are vehicles used for public transportation or ancillary services.

A. Contractors. Under FTA regulations, the requirements of this policy apply to recipients of FTA assistance as defined in 49 CFR, as well as other entities that provide public transportation services or perform safety-sensitive functions for such recipients or entities, including sub-recipients, operators and **contractors**.

“*Contractors*” subject to the requirements of the regulations include persons or organizations that provide services for an FTA covered “employer” consistent with a specific understanding or arrangement, which can be evidenced by a written agreement and such contractors are also considered employers within the FTA definition of “employer”.

B. Alcohol. For purposes of this policy, “*alcohol*” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. “*Alcohol use*” means the consumption of any beverage, mixture, or preparation, including any medication, which contains alcohol. “*Alcohol concentration*” (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

C. Prohibited Drugs. Although this policy prohibits the use of any controlled substances not lawfully prescribed by a physician, any drug test required under this policy will analyze an individual’s urine to test for the presence of marijuana, cocaine, **Opioids**, amphetamines and phencyclidine and/or their metabolites.

D. Prescription or Over-the-Counter Medication. An individual will be allowed to list on the back of the donor copy of the Drug Testing Custody and Control Form, any prescription or over-the-counter medication that he/she may be taking or may have recently taken. If the testing laboratory returns a positive test result, the individual will have the opportunity to discuss the use of the medication with the Company’s medical review officer.

In the event, it is determined by the MRO that an employee is taking a medication that may pose a safety risk though the continued performance of safety-sensitive functions, the employee may be placed on a medical leave of absence until that threat is acceptably reduced or eliminated.

The use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected

should be reported to the supervisory personnel and medical advice should be sought, as appropriate.

A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug during medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited.

III. QUALIFICATIONS FOR EMPLOYMENT

A. Prohibited Conduct

- i. **Prohibited Drugs [655.21]** Covered employees are prohibited from using prohibited drugs at any time, from refusing to submit to a required test, and from performing a safety-sensitive function after receiving a verified positive test result following any drug test receiving a verified positive test result in any drug test required by this policy. For purposes of this policy the prohibited drugs tested for are marijuana, cocaine, **opioids**, phencyclidine, and amphetamines.
- ii. **Alcohol [655 Subpart D]** Company policy and Federal Transit Administration Regulations prohibit the following conduct as it relates to the use of alcohol:
 - a. **Alcohol concentration** - reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
 - b. **On-duty use** - using alcohol while performing safety-sensitive functions. If the company has actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions the company will not permit the employee to perform or continue to perform safety-sensitive functions.
 - c. **Pre-duty use** - using alcohol within four hours prior to performing a safety-sensitive function. If the company has actual knowledge that a covered employee has used alcohol within 4 hours prior to performing safety-sensitive functions the company will not permit the employee to perform or continue to perform safety-sensitive functions.
 - d. **Use following an accident** - using alcohol for eight hours following an accident, unless the employee has first undergone a post-accident alcohol test.
 - e. **Refusal to submit** - refusing to submit to any alcohol test required under this policy.
 - f. **On-call employees** - The Company will prohibit the consumption of alcohol for the specified on-call hours of each covered employee who is on-call. The procedure will include:
 - The opportunity for the covered employee to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function.

- The requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function.

No discipline will be taken against any on-call employee who acknowledges his/her use of alcohol while in an on-call status, unless such conduct has the effect of making that employee repeatedly unavailable for duty.

g. Other alcohol-related conduct - the company will not permit a covered employee tested under the provisions of subpart E of part 655 who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until:

- The employee's alcohol concentration measures less than 0.02; or
- The start of the employee's next regularly scheduled duty period, but not less than 8 hours following administration of the test.
- Except as provided in the regulations, the company will not take any action under this part against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the company with authority independent of part 655 from taking any action otherwise consistent with law.

Consistent with the Drug-free Workplace Act of 1988, all SRR employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including Transit Department premises and transit vehicles.

B. Removal from Service

i. Prohibited drugs. [655.61] As soon as the Company has received notice from a medical review officer that an employee has a verified positive test result, or upon notice that an employee has refused to submit to a required test, it shall immediately remove the employee from the performance of safety-sensitive functions.

The employee will be terminated from employment and provided Substance Abuse Professional referral information. The terminated individual may use this information at his or her own cost if the individual anticipates seeking to perform United States Department of Transportation covered functions in the future.

ii. Alcohol [655.61]. As soon as the Company has received notice from a Breath Alcohol Technician that a covered employee has a confirmed alcohol test result of 0.04 or greater, or has refused to submit to an alcohol test required under this policy, it shall immediately remove the employee from the performance of safety-sensitive functions.

The employee will be terminated from employment and provided Substance Abuse Professional referral information. The terminated

individual may use this information at his or her own cost if the individual anticipates seeking to perform United States Department of Transportation covered functions in the future.

Any covered employee requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform a safety-sensitive functions until eight (8) hours following administration of the test or until the employee's BAC measures less than .02 in a retest.

iii. Return to Duty. No employee who has engaged in conduct prohibited by this policy will be allowed to resume performing safety-sensitive functions unless and until that individual has been evaluated by a substance abuse professional and complied with recommended treatment or rehabilitation assistance, and has satisfied the return-to-duty obligations outlined in Section IV, F & G of this policy.

iv. Medical Marijuana. The U.S. Department of Transportation's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – does not authorize "medical marijuana" under a state law to be a valid medical explanation for a transportation employee's positive drug test result. Medical Marijuana remains unacceptable for any safety-sensitive employee subject to the authority of the U.S. Department of Transportation.

IV. TYPES OF TESTING [655 Subpart E]

- A. Notice of Testing Circumstances.** Before performing any alcohol or drug test required by this policy, the Company will notify the test subject that the test is being required pursuant to this policy and/or Federal Transit Administration Regulations (49 CFR Part 655). The Company will not represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.
- B. Pre-Employment.** No employee or applicant will be permitted to perform a safety-sensitive function, and no employee will be transferred from a non-safety-sensitive function to a safety-sensitive function, unless the individual takes a drug test with a verified negative test result. If for some reason a pre-employment drug test is canceled, the individual will be required to submit to another test.

If an applicant fails a pre-employment drug test, the conditional offer of employment will be rescinded. When an employee being transferred, or promoted from a non-DOT position to a covered position submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.

When an employee or applicant has previously failed or refused a pre-employment drug test conducted under DOT authority, the individual must provide the Company with proof of having successfully completed a referral, evaluation and treatment plan. When an employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the Company's random testing pool during that time, the Company shall ensure that the employee takes a pre-employment drug test with a verified negative result.

If the individual's test result is negative-dilute, the Company reserves the right to require the individual to submit to another drug test. If the subsequent drug test is also negative dilute, the Company will accept the result as negative.

C. Post-Accident. An employee who is performing a safety-sensitive function must submit to a post-accident drug and alcohol test as soon as possible after any occurrence that meets the description of a "DOT Accident". For purposes of this Policy and the Company's drug and alcohol testing program, a "DOT Accident" is defined as an occurrence associated with the operation of a vehicle, if as a result:

- Individual dies; or
- An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- With respect to an occurrence in which the public transportation vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or another vehicle; or
- With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

Under FTA regulations "Disabling damage" means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

i. Inclusion. Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.

ii. Exclusions.

- a. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
- b. Tire disablement without other damage even if no spare tire is available.
- c. Headlamp or tail light damage.
- d. Damage to turn signals, horn, or windshield wipers, which makes the vehicle inoperable.

i. Fatal accidents.

- a. As soon as practicable following an accident involving the loss of human life, the company will conduct drug and alcohol tests on each surviving covered employee operating the public transportation vehicle at the time of the accident. Post-accident drug and alcohol testing of the operator is not required if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule.
- b. The company will also drug and alcohol test any other covered employee whose performance could have contributed to the accident,

as determined by the company using the best information available at the time of the decision.

i. Nonfatal accidents.

- a.** As soon as practicable following an accident not involving the loss of human life in which a public transportation vehicle is involved, the company will drug and alcohol test each covered employee operating the public transportation vehicle at the time of the accident unless the company determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The company will also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the company using the best information available at the time of the decision.

If an alcohol test required by the regulations is not administered within two hours following the accident, the company will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by the regulations is not administered within eight hours following the accident, the company will cease attempts to administer an alcohol test and maintain the record. Records must be submitted to FTA upon request of the Administrator. The company will ensure that a covered employee required to be drug tested under this section is tested as soon as practicable but within 32 hours of the accident.

A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the company or the company representative of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed by the company to have refused to submit to testing.

The decision not to administer a drug and/or alcohol test will be based on the company's determination, using the best available information at the time of the determination that the employee's performance could not have contributed to the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision not to test.

Nothing in the regulations should be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of the regulations provided such test conforms to the applicable Federal, State, or local testing requirements, and that the test results are obtained by the company. Such test results may be used only when the company is unable to perform a post-accident test within the required period.

If the individual's test result is negative-dilute, the Company reserves the right to require the individual to submit to another drug test. If the subsequent drug test is also negative dilute, the Company will accept the result as negative.

- D. **Random.** Both the Company and Federal Transit Administration believe that random drug and alcohol testing is an essential part of any program seeking to ensure a drug and alcohol-free workplace. All covered employees subject to this policy will therefore be required to submit to random drug and alcohol testing.

The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for test will be reasonably spread throughout the course of the year. All covered employees will have an equal chance of being tested each time selections are made, regardless of the number of his/her previous selections, if any.

Any covered employee notified of his/her selection for random testing will be required to proceed to the test site immediately. If a covered employee is performing a safety-sensitive function at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site immediately. However, covered employees will only be required to submit to random alcohol tests if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function, whereas covered employees may be randomly tested for prohibited drug use any time while on duty.

If the individual's test result is negative-dilute, the Company reserves the right to require the individual to submit to another drug test. If the subsequent drug test is also negative dilute, the Company will accept the result as negative.

- E. **Reasonable Suspicion.** Whenever the Company has reasonable suspicion to believe that a covered employee has used a prohibited drug or has violated any alcohol prohibition contained in this policy, it will require him/her to submit to a drug and/or alcohol test. However, any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee. These observations will only be made by a supervisor who has received appropriate training in detecting the signs and symptoms of drug and alcohol use and will be documented by that individual in a Supervisor's Report of Reasonable Suspicion. Any supervisor who decides that reasonable suspicion exists to require a covered employee to submit to an alcohol or drug test will not be permitted to conduct the breath alcohol test on that individual or serve as the drug collection site person for his/her drug test.

A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made just before, during or after the period of the work day that the covered employee is required to follow this policy. The Company will therefore only direct a covered employee to undergo reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, is just about to perform safety-sensitive functions, or has just ceased performing safety-sensitive functions.

If a reasonable suspicion alcohol test is not administered within two hours following the reasonable suspicion determination, the Company will document the reasons why the test was not promptly administered. If the test is not administered within eight hours following the reasonable suspicion determination, the Company will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a covered employee may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. Any such covered employee will not be allowed to perform or continue to perform a safety-sensitive function until the employee undergoes an alcohol test yielding an alcohol concentration level of less than 0.02; or the start of the employee's next regularly-scheduled duty period, but not less than eight hours following the reasonable suspicion determination.

If the individual's test result is negative-dilute, the Company reserves the right to require the individual to submit to another drug test. If the subsequent drug test is also negative dilute, the Company will accept the result as negative.

- F. **Return-to-Duty.** Before a covered employee who has engaged in any conduct prohibited by this policy will be allowed to return to duty requiring the performance of a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol testing with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, and/or a return-to-duty drug test with a verified negative result, if the conduct involved prohibited drugs. The controlled substances urine specimen must be conducted under direct observation procedures. If the test is canceled, he/she will be required to take another return-to-duty test.

If the drug test is negative-dilute, the Company reserves the right to have the individual take another test. If the result of a subsequent test is also negative-dilute, the Company shall accept that result as negative.

- G. **Follow-Up.** Any employee who has engaged in conduct prohibited by this policy, and who has returned to safety-sensitive duties, will be subject to additional, unannounced follow-up testing for alcohol and/or controlled substances as directed by the SAP (minimum of six follow-up tests in the first year after return to safety-sensitive duties). The controlled substances urine specimen must be conducted under direct observation procedures. Participation in a follow-up testing program may be required for up to five years, at the SAP's discretion. However, follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing safety-sensitive functions.

If the drug test is negative-dilute, the Company reserves the right to have the individual take another test. If the result of a subsequent test is also negative-dilute, the Company shall accept that result as negative.

Alcohol Concentration .02 < .04. If an employee is administered an alcohol test that produces an alcohol concentration of .02 or greater, but less than .04, he/she will not be permitted to perform a safety-sensitive function within eight hours of that test unless

he/she is retested and has a test result of less than 0.02. **In addition to DOT regulatory requirements, per SRR Zero Tolerance policy, any confirmed alcohol concentration level 0.02 or above is grounds for immediate termination.**

H. Refusal to Submit. Any covered employee who refuses to submit to an alcohol or drug test will be prohibited from performing or continuing to perform a safety-sensitive function and be subject to discipline as outlined in Section X of this policy. "Refusal to submit" to an alcohol or drug test (or Refusal to Test) constitutes a violation of policy and includes the following conduct:

- i. Failure to appear for any test (excluding a pre-employment test) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
- ii. Failure to remain at the testing site until the testing process is complete;
- iii. Failure to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations;
- iv. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the provision of a specimen;
- v. Failure to provide enough urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- vi. Failure or refusal to take a second test the employer or collector has directed;
- vii. Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures;
- viii. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
- ix. Confirmation by the MRO that there has been a verified adulterated or substituted test result;
- x. Failure or refusal to sign Step 2 of the alcohol testing form;
- xi. Failure to follow the observer's instructions during an observed collection including instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is present any type of prosthetic or other device that could be used to interfere with the collection process;
- xii. Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process;

- xiii. Admission by the donor to the collector or MRO that the specimen was adulterated or substituted.

V. ALCOHOL TESTING PROCEDURES [Part 40, Subparts L, M, and N]

A. Screening and Confirmation Testing. All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form (ATF). Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete. The BAT/STT will complete and sign the breath alcohol testing form.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is 0.02 or above, the BAT will immediately notify the Company DER, and the employee will remain at the testing facility until provided transportation. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation result is <0.02 , the test is negative. The BAT shall sign the alcohol testing form and provide a copy of the form to the employee and the DER.

VI. CONTROLLED SUBSTANCES TESTING PROCEDURES [Part 40, Subparts D & E]

A. Urine Specimen Collection. Any person required to undergo a drug test will provide a urine sample at a designated collection site. To ensure integrity of the specimen collection procedure, a standard Federal Drug Testing Custody and Control Form (CCF) will be used. This form will be completed by the employee and the specimen collector and will be forwarded along with the urine sample to a designated laboratory. The MRO, employee, collector and Company DER also receive a copy of the Custody and Control Form.

All urine specimens will be collected in a clean, single-use collection container that is securely wrapped until used. The urine specimen will be poured into two specimen bottles (wrapped or sealed until used) that will be labeled and sealed with tamper-evident tape/label by the collector in the employee's presence. The employee will initial the bottle(s) seals and the collector will date them.

B. Direct Observation Collections. Under DOT's 49 CFR Part 40 directly observed collections are authorized and required in specific situations. In the event of a direct observed collection the employee will not be given advance notice. A direct observed collection will take place if:

- i. The test is a return-to-duty or follow-up test;

- ii. The MRO receives a report from the laboratory that a specimen is invalid and the MRO subsequently reports to the Company that there was not an adequate medical explanation for the result;
- iii. The MRO reports to the Company that the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or
- iv. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to the Company as negative-dilute and that a second collection must take place under direct observation.

In the circumstances described above, the individual will undergo specimen collection under the direct observation of a same sex observer.

If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed to collect the specimen. Specimens will not be collected from deceased, comatose or otherwise unresponsive employees.

- C. Specimen Integrity and Identity.** The Company, the employee and the collection site shall take appropriate precautions to preserve the integrity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine specimen tested is that of the person from whom it was collected. Collection site personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but employees are expected to cooperate with collection site personnel and to exercise good faith in conjunction with the specimen collection procedures.
- D. Inability to Provide a Specimen.** If the employee is unable to urinate, or provides an insufficient quantity of urine (<45mL), the employee will be provided fluids to drink (up to 40 oz.) and up to three hours to provide an adequate specimen. (Note: It is not a refusal to test if the employee declines to drink.) If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the Company, and the Company will direct the employee to be evaluated by a Company-designated physician as soon as practical (within 5 days, if possible). If the physician determines, after examination of the employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test. The MRO shall review the written report of the examining physician's findings.
- E. Failure to Cooperate.** If the employee refuses to cooperate during the collection process (e.g., refusal to attempt to provide a complete specimen, remain in the collection site until the completion of the process), the collector will inform the Company representative (DER) and document the employee's conduct on the Drug Testing Custody and Control Form.

VII. CONTROLLED SUBSTANCE TEST RESULTS [Part 40 Subpart G]

- A. Medical Review Officer.** All test results will be reported by the laboratory to a medical review officer (MRO). The MRO will be a licensed physician who has met the qualification training, and continuing education requirements of § 40.121. The MRO will review and consider possible alternative medical explanations for positive, adulterated, substituted, and invalid test results, as well as review of the CCF to determine if it is complete and accurate. The Company will designate an MRO for its controlled substance testing program. The designated MRO is listed in Appendix B.
- B. MRO Determinations.** If the MRO determines that there is a legitimate medical explanation for a positive test result the MRO will report the test as negative. If the MRO determines that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the test as positive, and provide the name of drug(s) detected.

The MRO shall report a negative-dilute result to the company when the laboratory has concluded that the specimen meets the criteria established by DOT for dilution.

The Company reserves the right to require the individual to submit another specimen. If the second specimen is also reported negative-dilute, the Company will accept the result as negative.

- C. Split Specimen Procedures.** The MRO will notify each employee who has a verified positive, adulterated, or substituted test that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

The Company reserves the right to obtain reimbursement from the employee for the costs of the split specimen analysis. In no case, will the MRO or laboratory delay or reject an employee's timely request for the split specimen analysis pending receipt of payment for the analysis.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee.

If the analysis of the split specimen fails to reconfirm the adulterant or substitution criteria found in the primary specimen, the MRO will cancel the test and report the cancellation and reasons for it to the DOT, the employer and the employee. In reconfirming adulteration or substitution, the laboratory must apply the same criteria used in the determination of adulteration or substitution of the primary specimen. If an employee has not contacted the MRO within 72 hours concerning testing of the split specimen, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.

VIII. CONFIDENTIALITY AND RECORDKEEPING

- A. Confidentiality.** The Company will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by DOT regulations. In addition, the Company's contracts with its designated service agents require them to maintain all employee test records in confidence.

The Company or its service agent(s) must release information under the following circumstances:

- i. Upon specific, written consent from an employee authorizing the release of information about that employee's drug or alcohol tests to an identified person, including to a subsequent employer.
- ii. Upon request of DOT agency representatives, including:
 - a. Access to facilities used for DOT agency drug and alcohol program functions.
 - b. All written, printed, and computer-based drug and alcohol program records and reports (including copies of name-specific records or reports), files, materials, data, documents/documentation, agreements, contracts, policies, and statements that are required by this part and DOT agency regulations.
- iii. Upon request by the National Transportation Safety Board as part of an accident investigation, provide information concerning post-accident tests administered after the accident.
- iv. Upon request by a Federal, state or local safety agency with regulatory authority over the Company, provide drug and alcohol test records concerning any covered employee.

However, the laboratory or the Company may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

- B. Access to Facilities and Records [Part 40 Subpart P].** Upon written request by any covered employee, the Company will promptly (within 10 days of the employee's written request) provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Company will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 655 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board as part of an accident investigation, the Company will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

IX. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL

A. Employee Education. The Company will provide employees subject to this policy with education materials explaining the requirements of the Federal Transit Administration drug and alcohol regulations and the Company policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program and/or referral to management. This information will include the following:

- i. Display and distribution of informational material
- ii. Display and distribution of a community service hot-line telephone number for employee assistance.

Covered employees will receive at least 60 minutes of training of the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Copies of the above materials and this policy will be distributed to each covered employee prior to the start of alcohol and drug testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy.

Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The Company will retain the original of the signed certificate and will provide a copy to the employee, if requested.

The Company will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable. Any questions about the requirements of this policy should be directed to the program contact individual listed in Appendix B.

B. Supervisory Training. Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

C. Referral, Evaluation and Treatment.

- i. **Available Resources.** Any employee who engages in conduct prohibited by this policy (positive drug test, refusal to test, or alcohol test result of 0.04 or greater alcohol concentration) will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
- ii. **Substance Abuse Evaluation.** Employees will be provided Substance Abuse Professional referral information, advised to undergo an evaluation by an appropriate substance abuse professional if they seek to perform United States Department of Transportation safety sensitive functions in the future, who will determine what assistance the employee may need in resolving problems associated with alcohol misuse and/or prohibited drug use. **All costs associated with any evaluation, intervention and assistance will be at the sole expense of the terminated employee.**
- iii. **Substance Abuse Professional (SAP).** For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (Doctor of Medicine or Osteopathy); or a licensed or certified social worker; or a licensed or certified psychologist; or a licensed or certified employee assistance professional; or a state-licensed or certified marriage and family therapist; or an alcohol and drug abuse counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC) or by the National Board of Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders and who has met the qualification training standards specified in Part 40.

The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate. (Refer to 49 CFR part 40 Subpart O for additional information about SAPs.)

X. DISCIPLINE

In addition to the removal from safety-sensitive functions required by Federal Transit Administration Regulations, the Company will take the following disciplinary action against any individual who violates this policy.

A. Applicants

An individual who tests positive on a pre-employment or pre-duty test for a prohibited drug will not be hired for, or allowed to serve in, a covered function position. Likewise, an individual who submits a specimen determined to be adulterated or substituted will not be hired or allowed to serve in a covered position.

The applicant will be provided Substance Abuse Professional referral information which the individual may use at his or her own expense if the person seeks to perform United States Department of Transportation covered functions in the future. The company will not charge employees for SAP contact information.

B. Employees

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level of 0.02 or greater will be discharged from employment with the company. The terminated employee will be provided Substance Abuse Professional referral information which former employee may use at his or her own expense if employee seeks to perform United States Department of Transportation covered functions in the future.

Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be discharged from employment with the company. The terminated employee will be provided Substance Abuse Professional referral information which former employee may use at his or her own expense if employee seeks to perform United States Department of Transportation covered functions in the future.

XI. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149(c) for a positive test or test refusal is not subject to arbitration.

XIII. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the SRR's management of any criminal drug statute conviction within 5 days. Failure to comply with this provision shall result in disciplinary action as defined in this policy

XIV. RECORDKEEPING AND REPORTING

A. Retention of Records. The Company will maintain records relating to this policy as outlined in 49 CFR Part 655. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

B. Management Information System. The Company will prepare and submit to the FTA Office of Safety and Security by March 15 of each year, two annual calendar year summaries of the results of all alcohol and drug testing performed under this policy. The summary reports will contain all the required information as specified in § 655.72.

XV. DEFINITIONS – 49 CFR Part 40 and Part 655

Accident. An occurrence associated with the operation of a vehicle, if as a result: 1) an individual dies; or 2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or 3) with respect to an occurrence in which the public transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or 4) with respect to an occurrence in which the public transportation vehicle is involved is a rail car, trolley care, or vessel, the public transportation vehicle is removed from operation.

Adulterated specimen. A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Alcohol concentration. The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

Alcohol confirmation test. A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.

Alcohol use. The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

Breath Alcohol Technician (BAT). A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

Cancelled test. A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

Collection container. A container into which the employee urinates to provide the specimen for a drug test.

Collection site. A place selected by the employer where employees present themselves for providing a urine specimen for a drug test.

Collector. A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

Contractor. A person or organization that provides a safety-sensitive service for a recipient, subrecipient, employer, or operator consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

Covered employee. A person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to this part. A volunteer is a covered employee if:

- The volunteer is required to hold a commercial driver's license to operate the vehicle; or
- The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration more than his or her actual expenses incurred while engaged in the volunteer activity.

Designated employer representative (DER). An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this part. Service agents cannot act as DERs.

Dilute specimen. A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT, The Department, DOT agency. These terms encompass all DOT agencies, including, but not limited to, the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

Drugs. The drugs for which tests are required under this part and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and **opioids**.

Employee. Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under this part, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Employer. A person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with this part. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of this part.

Federal Transit Administration (FTA). An agency of the U.S. Department of Transportation.

HHS. The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Initial drug test (also known as a Screening drug test). The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Laboratory. Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Negative result. The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen

Performing (a safety-sensitive function). A covered employee is performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result. The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

Primary specimen. In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

Reconfirmed. The result reported for a split specimen when the second laboratory can corroborate the original result reported for the primary specimen.

Refuse to submit. Any circumstance outlined in 49 CFR 40.191 and 40.261.

Safety-sensitive function. Any of the following duties, when performed by employees of recipients, sub-recipients, operators, or contractors:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling the dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
- Carrying a firearm for security purposes.

Specimen bottle. The bottle that, after being sealed and labeled according to the procedures in this part, is used to hold the urine specimen during transportation to the laboratory.

Split specimen. In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory if the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Split specimen collection. A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP). A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Substituted specimen. A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Vehicle. A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transportation vehicle is a vehicle used for public transportation or for ancillary services.

Verified test. A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

Zero Tolerance. SRR will not tolerate any violation of either DOT or SRR policies. Refusal to test, verified positive drug test, confirmed alcohol concentration of 0.02 or greater, or any other activity prohibited by SRR Controlled Substances and Alcohol Policy will be grounds for termination of employment with SRR.

APPENDIX A

LISTING OF SAFETY-SENSITIVE JOB FUNCTIONS

SRR has determined that the following job functions are safety-sensitive and therefore covered by the FTA drug and alcohol testing regulations and this policy:

Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under [49 U.S.C. 5307](#) or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under [49 U.S.C. 5311](#) and contracts out such services;
- Carrying a firearm for security purposes.

COMPANY DESIGNATED SERVICE PROVIDERS FOR DRUG AND ALCOHOL TESTING

1. Company Drug and Alcohol Testing Program Contact

For all questions concerning the Company's policy or implementation of the Company's drug and alcohol testing program, employees should contact the individual(s) named below:

Name: Michael Couture
Title: Director
1520 Levering Rd., Cheboygan, MI 49721
couturem42@hotmail.com
P: 231-597-9262

2. Drug Testing Laboratory

The following DHHS-certified laboratory has been designated by the Company to conduct the analysis of all urine specimens tested under the terms of this policy.

Quest Diagnostics
10101 Renner Blvd., Lenexa, KS 66700
P: 800-877-7484

3. Medical Review Officer

The following physician(s) has been designated by the Company to perform Medical Review Officer functions for all drug tests conducted under the terms of this policy.

David Nahin, MD – I3Screen
9501 Northfield Blvd., Denver, CO 80238
mro@13screen.com
P: 877-585-7366
F: 855-253-5666

4. Substance Abuse Professional

Substance Abuse Professional (SAP) services, including information, referral, assessment, and evaluation, are available from the following Company-designated individuals and/or organizations:

Catholic Human Services – multiple locations
Gaylord
829 W. Main Street Suite C3
Gaylord, MI 49735
P: 989-732-6761
F: 989-732-6763
chsgaylord@catholichumanservices.org

Morningstar Service
Netha Morthingstar, MA, SAP, LPC
DOT SAP
P: 906-440-6977
nmorningstar@yahoo.com

5. **Approved Specimen Collection Sites**

The facilities listed below are authorized to conduct urine specimen collection in accordance with 49 CFR Part 40 for any controlled substance test required by the Company:

Advanced Safety Training
10823 N Straits Hwy – Suite C
Cheboygan, MI 49721
P: 231-680-0278
F: 231-363-5911

Petoskey Quick Care
116 W Mitchell
Petoskey, MI 49770
P: 231-348-2828
F: 231-348-9609

Petoskey Urgent Care
1890 US 131 South
Petoskey, MI 49770
P: 231-487-2000
F: 231-487-2039

OMS Compliance Services, Inc.
562 South M-75
Boyne City, MI 49712
P: 231-582-5898
F: 231-5825371

Attachment to FTA Drug-Free Workplace Policy Signs and Symptoms of a Drug and Alcohol Use

Drugs and alcohol can result in such work-related problems as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, and increased injuries and accidents. Problems relating to or communicating with supervisors, co-workers or customers, following directions, concentrating or remembering things may also indicate a drug or alcohol problem.

Drugs and alcohol slow reaction times, cause confusion, harm coordination and motor skills and can impair decision-making and memory. People misusing alcohol and using illegal drugs may be withdrawn, lethargic, depressed, erratic, “hyper” or unusually anxious, hostile or paranoid.

Drugs and alcohol misuse can also result in health problems like chronic gastritis, headaches, chronic respiratory infections and liver problems. They may also show up as poor hygiene, a sloppy appearance, financial problems, DUIs or family problems.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, powders and empty alcohol containers. Physical symptoms of use can include:

1. Marijuana and alcohol odors
2. Puffy or droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
3. Nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
4. Needle tracks or blood spots on clothing
5. Tremors, racing or irregular heartbeats
6. Slurred or incoherent speech
7. Confusion, anxiety, paranoia
8. Coordination problems
9. Lethargy and sleepiness

Effects of Drugs and Alcohol

Drugs and alcohol can harm health and the workplace in a variety of ways.

Alcohol

Alcohol is a central nervous system depressant that acts like a poison if used in large quantities. Each year the lives of tens of thousands of Americans are shortened or ended by alcohol misuse.

Alcohol quickly reaches the brain after drinking. It impairs self-control and other learned behaviors. This loss of self-control can lead to aggressive driving (or overly cautious driving), as well as the other kinds of aggressive behaviors associated with drinking. Even small doses of alcohol, i.e. a single drink, can harm driving performance. In large doses, alcohol significantly impairs coordination, memory and judgment.

Over time, alcohol misuse damages the liver, the heart, the digestive system and can cause permanent brain damage. On average, alcoholics shorten their life span by about 10 years. Alcohol misuse harms the ability to think clearly, harms judgment and can affect the ability to get along with and work constructively with co-workers and customers. Alcoholics often have

attendance and work performance problems and get fired because of the consequences of alcohol misuse. Because of its adverse effects on coordination, reflex time, vision, driving ability, judgment and the ability to evaluate and quickly process information, alcohol is especially dangerous for drivers of commercial motor vehicles.

A small glass of wine, a can of beer and a one and one-half ounce shot of liquor all contain about the same amount of alcohol. It takes the body about one hour to metabolize and eliminate each "drink" of alcohol. Coffee, exercise and cold showers do not speed up this process or magically produce sobriety. While individuals differ greatly, each drink on an empty stomach by an average-sized adult male may lead to an alcohol concentration of about .02. Thus, drinking more than two drinks raises a serious risk of having an alcohol concentration more than DOT rules, especially for people with low body weights. Any drinking while on duty or during the 4 hours before working violates DOT rules.

Cocaine

Cocaine is a powerful stimulant that can be inhaled up the nose, injected or smoked. It greatly increases heart rate and blood pressure. Partly because of its effects on the circulatory system, cocaine use can lead to seizures. Every time cocaine is used, there is some unquantifiable risk of a fatal stroke or heart attack. Cocaine can also cause tremors, convulsions, vomiting and raises body temperature to dangerous levels. Repeated snorting damages nasal tissues, sometimes permanently. Needle use carries risks of infection and overdose.

Initially, cocaine use brings a rush of euphoria and exaggerated overconfidence. Sometimes these effects are so strong that safe driving is impossible. Cocaine wears off in about an hour after it is snorted and in just a few minutes after it is smoked. When it wears off, the user may become depressed, anxious, paranoid and exhausted.

Cocaine users may exhibit rapid mood swings and changes in activity level. They may grind their teeth, repeatedly wash their hands or engage in other compulsive behaviors.

Amphetamines

Amphetamines, also known as "speed," are powerful stimulants that are often abused by truck drivers because they make it easy to stay awake. Amphetamines, however, are dangerous drugs with a high potential for abuse. Amphetamines may also be known as uppers, black beauties, white crosses or dexies.

Use brings feelings of alertness and a loss in appetite. The user may also become very talkative or physically active or feel very strong after ingesting amphetamines. In a few hours, however, the amphetamines wear off and restlessness, anxiety, paranoia and headaches set in. In large doses, amphetamines can produce serious toxic effects. The user's blood pressure can rise to the point where strokes or heart attacks occur. Long-term users often have acne, tooth problems and may exhibit symptoms of permanent brain damage.

Marijuana

Marijuana is a hallucinogen that alters the user's sense of time and reduces the user's ability to perform tasks requiring coordination, swift reactions and concentration. Taken in large quantities, marijuana can act like a depressant.

While some people may regard marijuana as harmless, there is evidence its use is unhealthy and dangerous for the driver. Marijuana causes significant increases in blood pressure and pulse rate and, thus, can aggravate or cause heart disease. Marijuana smoke also contains

several known carcinogens. Many experts believe that marijuana is unhealthier to smoke than tobacco.

Studies have shown that smoking marijuana affects the ability to perform tasks like driving, which require both thinking and motor skills, for at least 24 hours. Users, however, often believe that all the impairing effects of smoking have worn off after 4 to 6 hours. Marijuana significantly impairs short-term memory and can harm the user's ability to concentrate or plan for and achieve long-term goals. There is also significant evidence that marijuana harms the reproductive systems of men and women and is dangerous for children and non-smokers who live with the user.

Opioids

Opioids are a class of narcotics and sedatives derived from the opium poppy plant. Heroin is the strongest **opioid**. Heroin use has been increasing in recent years because of the availability of cheap, strong heroin from Asia. This new stronger heroin can be smoked or snorted. Heroin can also be injected using needles.

Morphine and codeine are **opioids** that are often used to relieve pain or induce sleep. However, they can be stolen from hospitals or pharmacies and abused.

Opioid misuse causes several health problems. Because of variations in dosages and strength, heroin use carries a risk of overdose and death. Addicts who use needles also risk contracting AIDS or hepatitis. Heroin is often contaminated with other drugs or toxins or combined with other narcotics.

Opioid use slows down and depresses several body functions, including brain functioning. Heroin users may act sleepy or euphoric for a while and then become anxious or irritated after the heroin wears off. Heroin users tend to have several related health problems and tend to also abuse alcohol and tobacco. Together, these drugs and the unhealthy lifestyles of heroin users result in decreased life expectancy.

PCP

Phencyclidine, or PCP, is also called angel dust or dust. PCP is an extremely dangerous hallucinogen that has unusual and unpredictable side effects. It was developed as an anesthetic in the late 1950's and used for a while as a tranquilizer both for humans and animals. Because of its dangers, it now has no legal uses and is no longer legally manufactured. Rather, PCP is manufactured in underground laboratories. It often contains dangerous adulterants but is very dangerous all by itself.

PCP can produce violence and bizarre behavior in anyone who uses it. Occasionally, PCP users attack nurses and policemen or jump out of windows because they believe they can fly. PCP somehow scrambles the brain's internal stimuli and seriously changes how users feel, see and deal with their environment.

In low doses, PCP produces a feeling of numbness. Increased doses produce excitement, confusion and delirium. The user's body may become rigid or go into convulsions. Routine activities like driving become dangerous and unpredictable.

Users may walk with strange uncoordinated steps. PCP users may have a blank stare, sweat heavily, have thick slurred speech or engage in some of the violent and bizarre behaviors mentioned above.

Strait Regional Ride Acknowledgement of Receipt of Policy

I hereby acknowledge that I have received, read, and understand my Company's Drug-Free Workplace Program Policy required by the United States Department of Transportation (DOT) regulations. I understand that I am subject to and must adhere to the DOT regulations, and must abide by the terms of the Company's Policy as a condition of employment.

I understand that during my employment I may be required to submit to drug and/or alcohol tests based on the United States Department of Transportation regulations as directed by the Company. I agree to comply with the Company's Policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination, in addition to any action required by DOT regulations.

I also understand that refusal to submit to a controlled substances or alcohol test is a violation of DOT regulations, as well as the Company's Policy, and may result in disciplinary action, including but not limited to suspension (with or without pay) or termination of employment, in addition to action required by DOT regulations. I further understand the consequences related to controlled substances use or alcohol misuse as prohibited by Company's Policy.

I understand the laboratory test results will be released in accordance with the Company Policy to the selected Medical Review Officer (MRO). In doing so, I understand that I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the Company as a verified positive test result. Furthermore, I authorize the release of the results of a saliva or breath alcohol test by a certified technician to the Company.

I acknowledge that the provisions of the Company's Drug-Free Workplace Program Policy are part of the terms and conditions of my employment, and that I agree to abide by them.

**THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING
ACKNOWLEDGMENT AND UNDERSTANDS THE CONTENTS THEREOF.**

Employee Name: _____ Date: _____

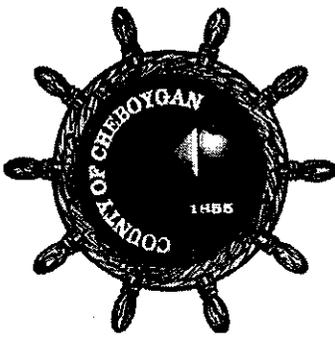
Employee Number: _____

Employee Signature: _____

Company Name: _____

I am the parent/guardian of _____, and I acknowledge that I understand the Company's Drug-Free Workplace Policy. I hereby consent to his/her participation in the Company's drug and alcohol testing program.

Parent/Guardian Signature: _____ Date: _____



Cheboygan County Board of Commissioners' Meeting

Date: 3-13-18

Title: Straits Regional Ride- Fleet Credit Card

Summary: Straits Regional Ride currently utilizes a fleet credit card for refueling buses across the service area. Due to billing and service issues with the current card provider, Straits Regional Ride would like to change to the Marathon Fleet Card.

Financial Impact: No change from current impact.

Recommendation: Motion to authorize Straits Regional Ride to apply and secure Marathon fleet cards for bus operations.

Prepared by: Jeffery B. Lawson

Department: Administration



MARATHON FLEET APPLICATION

Select a Card Program:

Marathon Fleet: No setup fee, \$10 monthly accounting fee **WAIVED**

Marathon Universal: \$40 one-time setup fee, \$2 per card, per month

Tell us about your business

Legal Name of Business _____

Business Physical Address _____

City _____ State _____ Zip _____

Tax Payer Identification # _____ Company Phone # _____ Company Fax # _____

Legal Structure(Corp, Partnership, LLC, Proprietorship, Gov, PC or PA) _____ # of vehicles _____

\$ _____

Years in Business _____ Average Monthly Fuel Exp. _____

Billing Contact Information

Billing Contact First Name _____ Billing Contact Last Name _____

Billing Contact Phone # _____

Billing Address _____

City _____ State _____ Zip _____

Authorization

By signing below, I represent and warrant that I am authorized to bind the Company to the terms & conditions of this offer and the Business Card Agreement, which is available upon request. I further acknowledge that I have read and agree to the Summary of Key Terms enclosed.

X

Authorized Officer Signature _____ Date _____

Print Name _____ Email Address _____

Title of Applicant:

President Vice President Treasurer Owner Partner

Tell us about yourself

Required if this account is for a business incorporated less than one year, a proprietorship, a professional corporation, or a limited liability company.

First Name _____ Last Name _____

Residential Address _____

City _____ State _____ Zip _____

Social Security # _____ Date of Birth _____

Home Phone # _____ Email Address _____

I understand and acknowledge that by signing below, both the Company and I will be jointly and severally liable for all amounts owing on this account.

X

Signature _____

Print Name _____ Date _____

Card Issuer is WEX Bank, member FDIC.

REASONS TO CHOOSE THE MARATHON FLEET CARD

- **SAVE** at the pump with valuable fuel rebates
- **Easy-to-use online controls** to monitor purchases and help prevent unwanted spending
- **24/7, U.S. customer support** for you and your drivers
- **An American-owned company** with all **American-based** refineries

Sales Rep Name _____

Regional Fleet Sales Mgr. _____

name.name@wexinc.com

Phone: 555-555-5555

Opportunity # _____

FOR OFFICE USE ONLY:

Sales Code	Plastic	Coupon Code	Acct. #
<code here>	MTN2	<code here>	7560
<code here>	MTN3	<code here>	0496

SUMMARY OF KEY TERMS

Credit Disclosure: By submitting this application, Company requests a business charge account and if approved for credit, one or more business charge cards for use by Company and its employees. The Card Issuer is WEX BANK. Company agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the card(s). Use of any card issued pursuant to this application confirms Company agreement to said terms and conditions. In the event that this application is denied based upon information contained in a consumer credit report used to evaluate credit, Issuer is authorized to report the reason for the denial to the Company. Direct inquiries of businesses where the undersigned maintains accounts may also be made. If requested, Company agrees to provide company financial statements, including at minimum, a Balance Sheet and Income Statement for the last two years upon request.

Joint and Several Liability: If required, and if Bank issues card(s) to Company, both the Company and I am jointly and severally liable with the Company for all charges to the account established pursuant to this application. This is a guaranty of payment and not merely of collection. You agree to pay upon demand any amount owed by Company due under the Business Charge Account Agreement.

I understand that I am applying for commercial credit on behalf of the business. I authorize Issuer to obtain credit bureau reports, both personal (if required) and in the name of the Company, that may be used when considering this application for credit and any other information about me in connection with; 1) extensions of credit on this account; 2) the administration, review or collection of this account. I agree that I may be contacted at any of the numbers that I have provided. In the event that the account is not paid as agreed, Issuer may report my liability (both personally and for the Company) to credit bureaus or others that may lawfully receive such information.

Federal Compliance: Issuer complies with Federal Law which requires all financial institutions to obtain, verify and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.



We see corporate payments differently.

Thank you for your interest in our Tax Exemption and Reporting Program

The WEX Tax Exemption and Reporting Program can significantly reduce accounting and administrative time for qualified fleets exempt from motor fuel excise taxes or certain sales taxes — at Federal, state, county or local levels.

Benefits include:

- Net billing of federal excise tax on applicable fuel purchases at any location
- Net billing of state, local, county and special tax on applicable fuel purchases at participating merchant brands based on local tax laws
- Detailed reporting of the purchase data and tax exemption

Exemptions are dependent upon several factors, such as your tax-exempt status for fuel purchases, the taxing jurisdiction's laws, regulations and requirements, and for most state, county and local taxes, merchant participation. In the event that a transaction cannot be billed "net of tax", you will receive detailed reporting showing the full purchase price and the tax paid.

Before we can start billing you net of applicable taxes on fuel transactions based upon your eligibility, you will need to complete the following required documentation:

- 1 Tax Exemption and Reporting Program **Enrollment** form (enclosed)
- 2 **Certificate of Buyer of Taxable Fuel** form for federal exemptions (enclosed)
- 3 **State certificate** – obtain these from the appropriate state governing body.

Please review the enclosed **Frequently Asked Questions** sheet for helpful information on the program

IMPORTANT: You must complete the forms accurately in order to avoid delays in your program enrollment, so please follow the instructions on the enrollment form carefully.

IRS regulations require that WEX Inc obtain your certification that you are eligible to receive exemptions from federal excise taxes. For all other taxing jurisdictions (state, county, local) you may need to submit similar certifications as required by the different taxing jurisdictions. The state certifications may, in most cases, be obtained from the appropriate state's tax department. WEX must have all applicable documents on file prior to providing you with exemptions.

The sooner you send us the enrollment form and all signed certificates, the sooner you start saving. If you have any questions about the program or the enclosed materials, please call us at **1-866-841-3542**.

Thank you for your business, and we look forward to providing you with the benefits of this comprehensive Tax Exemption and Reporting Program.

Sincerely,

WEX Tax Department

CERTIFICATE of BUYER of TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a) (4) (B) or § 6427(l) (6) (D) of the Internal Revenue Code.)

WEX Account Number: _____

Federal Tax Identification Number: _____

Certification:

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer): _____

Of (Certifying Entity): _____

Entity Physical Address: _____

Entity Phone Number: _____

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by (Credit Card Issuer): _____

WEX BANK

Credit Card Issuer Address: _____

3995 South 700 East, Suite 450

Salt Lake City, UT 84107

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

- | | |
|--|--|
| <input type="checkbox"/> State or local government | <input type="checkbox"/> American Red Cross or Blood Collection Center |
| <input type="checkbox"/> Public nonprofit educational organization | <input type="checkbox"/> Indian Tribe |
| <input type="checkbox"/> Private nonprofit educational organization | <input type="checkbox"/> Volunteer Fire/Rescue |
| <input type="checkbox"/> Foreign Diplomat (you must provide a copy of your PID Card) | |

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above-named Credit Card Issuer.

Certification will be valid for twenty consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a facsimile transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Signature

Printed Signature

Title

Date

FAX or Email Completed form to 1-207-523-7104 or

TaxExemptImageNow@WEXINC.Com

INTERNAL USE ONLY

ACCOUNT NO:



We see corporate payments differently.

Tax Exemption & Reporting Enrollment Form

Instructions:

1. Complete part A and sign form at the bottom.
2. Attach all required FEDERAL and STATE certificates (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email TaxExemptImageNow@WEXInc.com.
4. Fax completed forms to 1-207-523-7104, email to TaxExemptImageNow@WEXInc.com or mail to Fleet Services Tax Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION

Fleet Name:	Account Number:
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:

Federal Taxpayer ID Number:

IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. You must complete these forms accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.

B. MOTOR FUEL TAX

- Tax regulations require us to maintain current copies of the following **applicable certificates**, based on your eligibility:
 1. **Federal** — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
 2. **State** — A state certificate. **(Obtain these from the appropriate state governing body.)**
- Keep in mind that the time it takes to prepare the required documentation will save you time and money in the long run.
- Once we receive all of your properly completed documentation and we have completed the appropriate changes to your account, we will start billing you net of the applicable taxes. The sooner you send this form and all signed certificates, the sooner you start saving.

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a facsimile transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Fleet Signature

Date:

USER (INTERNAL USE ONLY):

The information contained in this facsimile message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.



We see corporate payments differently.

Tax Exemption & Reporting Enrollment Form

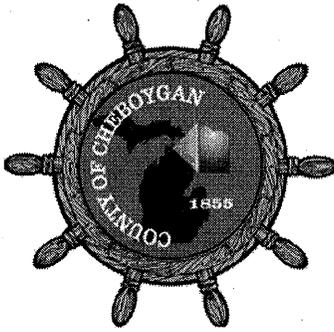
C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies your charge card agreement based on your participation in the Tax Exemption and Reporting Program ("Program"). Your signature on this form and your continued use of your account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in your charge card agreement with us unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

TAX EXEMPTION AND REPORTING PROGRAM

- a. The Tax Exemption and Reporting Program (the "Program") permits qualified tax-exempt fleets to be billed net of certain "Applicable Taxes" (as defined herein). By completing this enrollment form you are electing to participate in the Program. We will enroll you in the Program upon receipt by us of all of your enrollment materials, including all required certificates, and validation of your tax-exempt status. Upon completion of your enrollment, your invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein). Your reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which you have provided the proper documentation to us showing your exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption¹.
- b. As your credit card issuer we have elected to provide you with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. We will file a claim for refund with the Internal Revenue Service for these taxes. You agree that you may not file a claim for refund of any federal excise tax exempted by us and not billed to you by us.
- c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in our Program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in our Program will be billed to you with the tax included regardless of your exempt status. In these instances your reporting will contain a detailed listing of your transactions and the taxes charged to you. This information may assist you in filing your own claims for refunds if you so desire. You agree that you may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to you by us.
- d. The tax certificates and other pertinent documentation on which your exemption is based must be received by us from you in order for us to provide you with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for us or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. We shall have no responsibility to verify the correctness of the certificate supplied by you and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as we are notified by you in writing of a change in any such data. We reserve the right to terminate your participation in the Program, provided, however, that such termination shall not terminate the underlying Agreement between you and us.
- e. We shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by you. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt¹. If we are obligated to reimburse a participating merchant for any actual loss incurred or rebill you for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to you, you hereby agree to reimburse us for said losses incurred.
- f. For non-fuel transactions, merchants may provide transaction data to us net of tax at their sole discretion. You would need to supply the merchant with proper documentation of your tax-exempt status at the point of sale. The merchant will send the transaction to us and we will bill you net of tax for those transactions. You will not receive reporting of taxes levied or exempted for non-fuel purchases.
- g. We shall comply with reasonable requests for information retrieval made by you. A fee may be charged by us for such requests, which relate to information which was presented to you more than ninety (90) days ago.
- h. We cannot apply exemptions to transactions that occurred prior to our receipt and acceptance of your completed certificates.
- i. We shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. We shall recalculate taxes only in cases where we miscalculated the original taxable transaction.
- j. We disclaim all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall we be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any inaccurate or incomplete report. You hereby agree to hold us harmless and defend us from and against all liabilities, damages, costs and expenses, including taxes, penalties, interest and attorneys' fees, which you may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

¹ Subject to the appropriate taxing jurisdiction's laws, regulations and requirements.



Cheboygan County Board of Commissioners' Meeting

March 13, 2018

Title: Michigan Veterans Affairs Agency's (MVAA) County Training Reimbursement

Summary:

Application for the MVAA County Training Reimbursement requires a Board signature.

Annual Spring Michigan Association of County Veterans Counselors (MACVC) training is being held in Traverse City, May 1st – 4th. This is required training for both county VSOs to get their required CEU's to maintain accreditation.

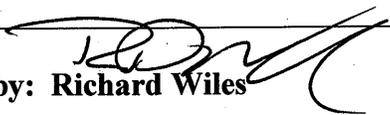
In past years, the registration and lodging was paid for directly by the State. The State only reimbursed food and mileage. Starting this year, it has changed to a 100% reimbursement funding. The Counties must apply for the reimbursement of all costs after training is complete.

Since past trainings were at no cost to the County, this training is not reflected in the current budget. This procedural change was worked out between MVAA and MACVC; it was agreed upon and finalized in January 2018.

The initial application must be sent to MVAA via regional coordinator no less than 30-days prior to training.

Financial Impact: None

Recommendation: Motion to approve submittal of MVAA Reimbursement Application, authorize Board Chair to sign necessary Agreements and authorize any necessary budget adjustments.

Prepared by:  Richard Wiles

Department: Veterans Affairs

Application for the Michigan Veterans Affairs Agency's
County Training Reimbursement

Date of Application: 2/15/18 County Applying: Cheboygan

Veteran Service Director: Richard Wiles Phone Number: 231-627-8833

Office Address: 870 S Main St, PO Box 70, Cheboygan, MI 49721

Names of Accredited Individuals Requesting Training: Richard Wiles, Sara Cunningham

Title/Description of Training: NACVSO CEU Training

Training Location: Park Place Hotel, Traverse City, MI

Training Dates: 05/01/2018 - 05/04/2018

Estimated Training Costs:

Registration \$ 130.00 Lodging \$ 450.00

Mileage \$ 0.00 Meals \$ 240.50

Parking \$ 0.00 Tolls \$ 0.00

Total Amount Requested: \$ 820.50

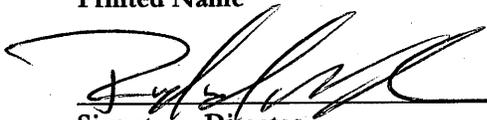
Specify any additional information: Traverse City is a MI select city. County Vehicle.

Meals include: Tues L/D, Wed All, Thurs and Fri B/L

Signature, Chairperson, Board of Directors

Date

Printed Name


Signature, Director

02/26/2018
Date

RICHARD WILES
Printed Name

Appendix A - Application Instructions and Grant Process for the Michigan Veteran Affairs Agency's County Training Grant

General:

The Michigan Veterans Affairs Agency (MVAA) is awarding training grants to ensure accredited county counselors receive the required Continuous Learning Education (CLE) needed to maintain their accreditation.

Grant funds will be used to reimburse the county for training costs associated with accredited county counselors attending the required CLE needed to maintain their accreditation. Training must meet the minimum requirements of the USDVA's Office of the General Counsel.

Application Process and Deadlines:

A copy of the Grant Application is available by request from your respective Regional Coordinator. The Regional Coordinator contact information can be found online at <https://www.michiganveterans.com/a/Regional-Coordiators>.

Applications will be accepted for consideration starting January 5th, 2018. We ask that you complete the grant application and submit any supporting documents as soon as possible but no later than 30 days prior to attending the training event.

The Grant Application and any supporting documentation should be scanned and submitted via email to your respective Regional Coordinator.

Reimbursable Expenses:

All expenses are subject to the limits set in forth the State of Michigan Standardized Travel Regulations, effective Oct. 1, 2015 (http://www.michigan.gov/documents/dtmb/STR_October_2015_501741_7.pdf) and department policy.

- Lodging: will only be authorized for those who must travel at least 50 miles from their work address to the training location (100 miles round trip). Reimbursement for lodging will be at the official State rate of \$75 per night; must have a valid receipt. (See Appendix B)
- Mileage: (NOT REIMBURSABLE W/ COUNTY VEHICLE USE)
 - If a county vehicle is not available, personal vehicle travel expenses will be reimbursed at the official State standard mileage rate of \$0.34 per mile.
 - If two or more county counselors travel together in the same vehicle, only one will be reimbursed for mileage.
 - If a county counselors travel is less than 50 miles from training, and the training is not being held in the same city as their official work location, they will be reimbursed for their daily mileage to and from training.
 - Mileage will be verified from the traveler's work address to and from the training location using MapQuest (at the shortest distance computed).

- **Meals:**
 - Must have a valid receipt with date, amount, vendor name and city, itemized purchases and general description of the items.
 - Reimbursement for meals will be at the State rate (See Appendix B).
 - Eligibility for the reimbursement of meals, when the duration of travel includes a partial day or days, will be determined in accordance with the schedule described in the Michigan Standardized Travel Regulations, effective Oct. 1, 2015 (http://www.michigan.gov/documents/dtmb/STR_October_2015_501741_7.pdf).
- Registration fees for training; must have a valid receipt.
- Standard parking and tollway fees; must have a valid receipt.
- Note: Credit card charge slips will not serve as adequate documentation for meals, transportation, room or car expenditures.

Non Reimbursable Expenses:

- Alcoholic beverages
- Mileage, meals or lodging in the same city as official work location
- Meals included in the costs of registration fees
- Complementary or Continental breakfasts' supplied by site vendor
- Guests' meals
- Meals supplied by event sponsors
- Grocery receipts
- Mileage to and from home
- Any additional costs associated with attending events and/or activities not required as part of the training program

Expense Reimbursement Process:

In order to receive reimbursement for authorized travel, the county must submit a Travel Expense and Reimbursement form (Appendix C) and scanned copies of all original supporting documents such as hotel receipts, detailed meal receipts, receipts for other allowable expenses, training agenda and MapQuest verified mileage.

The Travel Expense and Reimbursement form must be signed by the CVC's supervisor certifying that the amounts included on the form are actual and reasonable and that all supporting documents are included.

The Travel Expense and Reimbursement form and all supporting documentation must be scanned and submitted via email to your respective Regional Coordinator within one week of completing the training event. If the county does not have the capability to submit via email, they should contact their Regional Coordinator to make other arrangements.

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2017**

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$81.50	
Lodging	\$45.50	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$89.50	
Lodging	\$45.50	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.535 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED
EMPLOYEES EFFECTIVE October 1, 2017**

Michigan Select Cities/Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids Holland, Mackinac Island, Petoskey Pontiac, South Haven, Traverse City, Leland	All of Wayne and Oakland

Out of State Select Cities/Counties

State	City/County	Counties
Arizona	Phoenix, Scottsdale, Sedona	Massachusetts Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
California	Los Angeles (Los Angeles, Orange & Ventura Counties, Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley/San Rafael/Novato Monterey, Palm Springs, San Diego, San Francisco, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Minnesota Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Colorado	Aspen, Steamboat Springs, Telluride, Vail	Nevada Las Vegas
Connecticut	Bridgeport/Danbury	New Mexico Santa Fe
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	New York Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island, Riverhead, Ronkonkoma, Melville
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Pennsylvania Bucks County, Pittsburgh
Idaho	Sun Valley/Ketchum	Rhode Island Bristol, Jamestown, Middletown/Newport (Newport County) Providence
Illinois	Chicago (Cook and Lake counties)	Texas Austin, Dallas, Houston (L.B. Johnson Space Center)
Louisiana	New Orleans	Utah Park City (Summit County)
Maine	Bar Harbor	Vermont Manchester, Montpelier, Stowe (Lamoille County)
Maryland	Montgomery & Prince George County Baltimore City, Ocean City	Virginia Alexandria, Falls Church, Fairfax
		Washington Port Angeles, Port Townsend, Seattle



Cheboygan County Board of Commissioners' Meeting

March 13, 2018

Title: Information Technology Director Employment Agreement Renewal

Summary: Renewal of Employment Agreement for three year time period.

Financial Impact: Salary set as part of Salary and Wage Resolution process each year. Salary currently \$63,548.94.

Recommendation: Motion to approve employment agreement with Dave Berg, Information Technology Director.

Prepared by: Jeffery B. Lawson

Department: Administrative

Employment Agreement

THIS AGREEMENT, is made and entered into to be effective the 13th day of March, 2018, by and between the Cheboygan County, a municipal corporation, whose address is 870 South Main Street, P.O. Box 70, Cheboygan, Michigan 49721 (hereinafter called "Employer") and David R. Berg, whose address is 260 South St., Cheboygan, Michigan 49721 (hereinafter called "Employee").

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

Section 1: Term

The term of this Agreement shall be three (3) years, beginning March 13, 2018 and ending March 12, 2021.

Section 2: Duties and Authority

Employer hereby employs Employee as the Cheboygan County Information Technology Director for the term of this Agreement under the terms and conditions specified herein. Employee shall perform the functions and duties specified in the job description, attached hereto and incorporated herein by reference as Exhibit A. In addition, Employee shall perform such additional duties assigned by Employer. Except as provided in Section 12, during the term of this Agreement, Employee shall not engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

Section 3: Compensation

- A. Employer agrees to pay Employee an annual base salary of SIXTY-THREE THOUSAND FIVE HUNDRED FORTY-EIGHT and 74/100 DOLLARS (\$63,548.74), payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer during the term of this Agreement.
- C. Employer agrees to consider in the sole exercise of its discretion increases in the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 10 of this Agreement. Any increased compensation can be in the form of a salary increase.

Section 4: Health, Disability and Life Insurance and other Fringe Benefits

- A. The Employer agrees to provide and pay up to the designated cap for family coverage as set by the Employer each year for medical insurance as provided to other non-union employees. The Employer agrees to pay for the cost of optical and dental insurance as provided to other non-union employees.
- B. The Employer agrees to put into force and to make required premium payments for long term disability coverage for the Employee on the same terms and conditions provided to other non-union county administrative employees.

- C. The Employer shall at its sole expense provide Employee with a term life insurance policy with a death benefit of \$15,000. Employee shall have the right to designate the beneficiaries on this life insurance policy and shall pay any required income or other taxes that may accrue as a result of the Employer providing this life insurance policy.
- D. The Employer participates in the Michigan Municipal Employees Retirement System (MERS). The Employee's retirement benefit shall be the MERS B-4 Plan. Under this Plan, the Employee shall contribute three and one-half percent (3.5%) of Employee's gross compensation each year to the plan. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.
- E. The Employer shall provide Employee with the use of a motor vehicle owned by Employer for the primary purpose of official business. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the operation, maintenance, and repair of the motor vehicle.
- F. The Employee shall be entitled to the same paid holidays as other non-union administrative employees.

Section 5: Sick, Vacation, and Personal Leave

- A. During the term of this Agreement, the Employee shall be entitled to sick days to be used in the case of Employee's illness. Employee shall accrue sick days at a rate of one (1) day per month, up to a total of ninety (90) days.
- B. During the term of this Agreement, the Employee shall be entitled to seventeen (17) paid vacation days, credited at the time of employment and renewed January 1 each year during the term of this Agreement.
- C. During the term of this Agreement, the Employee shall be entitled to three (3) paid personal leave days, credited at the time of employment and renewed January 1 each year during the term of this Agreement.
- D. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for no more than twenty (20) days of accrued and unused vacation time at the Employee's rate of compensation in effect at the time of termination. In addition, the Employer agrees to make a contribution to the Employee's MERS Retirement Plan on the value of this compensation calculated using the rate ordinarily contributed on regular compensation. Employee, however, shall not be compensated for accrued and unused sick or personal leave days.

Section 6: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth,

and advancement, and for the good of the Employer as approved in the budget process each year.

- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer as approved in the budget process each year.

Section 7: Termination

The Employer and the Employee may mutually terminate this Agreement with or without cause at any time. For the purpose of this Agreement, the employment relationship established in this Agreement shall terminate when any one of the following occurs:

- A. The Employer may terminate this Agreement without cause upon thirty (30) days advanced notice. Provided, however, Employer, at its sole discretion, may terminate this Agreement without cause and without advanced notice upon payment to Employee of severance compensation equal to thirty (30) days salary at Employee's rate of compensation in effect at the time of termination.
- B. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee to a degree greater than the average reduction of all department heads within the county, then Employee shall have the right, upon thirty (30) days advanced written notice to the Employer, to terminate this Agreement.
- C. If the Employee resigns following an offer to accept a resignation made by the Employer, then Employee may declare a termination of this Agreement as of the date of the requested resignation.
- D. Employee may resign from employment for any reason not specified in this section upon thirty (30) days advanced written notice to the Employer.
- E. This Agreement shall automatically terminate upon the death of the Employee, in which case Employee's estate shall be entitled to receive the compensation due the Employee for a termination of this Agreement.
- F. Employer may terminate this Agreement immediately for cause. "For Cause" shall be defined to mean any of the following circumstances:
 - (a) any material breach of this Agreement;
 - (b) conviction of a misdemeanor resulting in a term of incarceration, a felony, or any crime involving moral turpitude or dishonesty;
 - (c) the willful, wanton, negligent or reckless commission of or participation in any act or omission which has a significantly adverse impact upon the Employer;
 - (d) two performance evaluation scores with a performance evaluation of "unsatisfactory." The Employee shall have at least 90 days after the first evaluation to meet with the County Administrator to develop an action plan to address the concerns raised in the evaluation; or

- (e) other actions commonly recognized as “just cause” by employment relations arbitrators.

A termination for cause under this subsection shall immediately terminate Employer’s obligation to pay Employee’s salary. However, Employee shall be entitled to payment for all accrued and unused vacation time, prorated to the date of termination at the Employee’s rate of compensation in effect at the time of termination as provided in Section 5.D of this Agreement.

Section 8: Severance

- A. Severance shall be paid to the Employee only when employment is terminated as specified in Section 7.A-C of this Agreement. If Employee resigns as specified in Section 7.D of this Agreement or is terminated for cause as specified in Section 7.F of this Agreement, then the Employer is not obligated to pay severance.
- B. Any severance required be paid under this section shall be equal to thirty (30) days salary at the Employee’s rate of compensation in effect at the time of termination. This severance shall be paid in a lump sum, unless otherwise agreed to in writing by the Employer and the Employee.
- C. When employment is terminated as specified in Section 7.A-C of this Agreement, the Employer shall pay the cost to continue eye and dental insurance coverage for two persons, as provided in Section 4.A of this Agreement, for no more than one (1) month following termination:

Section 9: Disability

If Employee is permanently disabled or is otherwise unable to perform the duties of employment because of sickness, accident, injury, mental incapacity, or health for a period of six (6) months, the Employer shall have the option to terminate this Agreement immediately. A termination under this section shall immediately terminate Employer’s obligation to pay Employee’s base salary. However, Employee shall be entitled to payment for all accrued and unused vacation time, prorated to the date of termination at the Employee’s rate of compensation in effect at the time of termination as provided in Section 5.D of this Agreement.

Section 10: Performance Evaluation

During the term of this Agreement Employer, acting through the county administrator, shall review the performance of the Employee no less than once every two years, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon in writing by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. In the event of an unsatisfactory evaluation, the Employee shall be given no less than six (6) months to correct the identified performance deficiencies before the next performance evaluation by the Employer.

Section 11: Hours of Work

Employee shall devote no less than forty (40) hours each week to performing the duties of employment under this Agreement.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities may exist, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with the employment responsibilities under this Agreement.

Section 13: Indemnification

The Employer shall indemnify and hold harmless Employee and Employee's heirs and assigns from any and all damages, legal fees or expenses, or awards, demands, rights, causes of action of any kind or nature, losses, claims and actions which may, do, or shall arise out of or grow out of any known or unknown, accrued or unaccrued claims for any type of damage or loss whatsoever which may occur within the scope of the duties of employment under this Agreement. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any state or federal law.

Section 16: Notices

Notice pursuant to this Agreement shall be given in writing and shall be delivered personally or by depositing in the custody of the United States Postal Service, postage prepaid, addressed to the Cheboygan County Administrator on behalf of Employer and to Employee at the addresses specified in this Agreement. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or

between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. The Employee may not assign any of Employee's rights or delegate any of Employee's duties under this Agreement.
- D. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.
- E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

CHEBOYGAN COUNTY

Date: _____

By: _____
John B. Wallace

Its: Chairperson

Date: _____

David R. Berg



Cheboygan County Board of Commissioners' Meeting

March 13, 2018

Title: Finance Director Employment Agreement

Summary: The position of Finance Director was advertised by the County on web based job platforms, Michigan Association of Counties, MML, County web site and local paper. County received over 30 applications with four applicants selected for interviews. The recommended wage for the position is based on wage range information (Finance Director position) from our five comparable Counties.

Financial Impact: Position salary begins at \$68,500 plus benefits.

Recommendation: Motion to approve employment agreement with and appoint James E. Manko as Finance Director.

Prepared by: Jeffery B. Lawson

Department: Administrative

Employment Agreement

THIS AGREEMENT, is made and entered into to be effective the 19th day of March, 2018, by and between the Cheboygan County, a municipal corporation, whose address is 870 South Main Street, P.O. Box 70, Cheboygan, Michigan 49721 (hereinafter called "Employer") and James E. Manko, whose address is 8179 Mullett Lake Rd., Cheboygan, Michigan 49721 (hereinafter called "Employee").

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

Section 1: Term

The term of this Agreement shall be three (3) years, beginning March 19, 2018 and ending March 18, 2021.

Section 2: Duties and Authority

Employer hereby employs Employee as the Cheboygan County Finance Director for the term of this Agreement under the terms and conditions specified herein. Employee shall perform the functions and duties specified in the job description, attached hereto and incorporated herein by reference as Exhibit A. In addition, Employee shall perform such additional duties assigned by Employer. Except as provided in Section 12, during the term of this Agreement, Employee shall not engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

Section 3: Compensation

- A. Employer agrees to pay Employee an annual base salary of SIXTY-EIGHT THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$68,500.00), payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer during the term of this Agreement.
- C. Employer agrees to consider in the sole exercise of its discretion increases in the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 10 of this Agreement. Any increased compensation can be in the form of a salary increase.

Section 4: Health, Disability and Life Insurance and other Fringe Benefits

- A. The Employer agrees to provide and pay up to the designated cap for family coverage as set by the Employer each year for medical insurance as provided to other non-union employees. The Employer agrees to pay for the cost of optical and dental insurance as provided to other non-union employees.
- B. The Employer agrees to put into force and to make required premium payments for long term disability coverage for the Employee on the same terms and conditions provided to other non-union county administrative employees.

- C. The Employer shall at its sole expense provide Employee with a term life insurance policy with a death benefit of \$15,000. Employee shall have the right to designate the beneficiaries on this life insurance policy and shall pay any required income or other taxes that may accrue as a result of the Employer providing this life insurance policy.
- D. The Employer participates in the Michigan Municipal Employees Retirement System (MERS). The Employee's retirement benefit shall be the MERS B-4 Plan. Under this Plan, the Employee shall contribute three and one-half percent (3.5%) of Employee's gross compensation each year to the plan. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.
- E. The Employer shall provide Employee with the use of a motor vehicle owned by Employer for the primary purpose of official business. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the operation, maintenance, and repair of the motor vehicle.
- F. The Employee shall be entitled to the same paid holidays as other non-union administrative employees.

Section 5: Sick, Vacation, and Personal Leave

- A. During the term of this Agreement, the Employee shall be entitled to sick days to be used in the case of Employee's illness. Employee shall accrue sick days at a rate of one (1) day per month, up to a total of ninety (90) days.
- B. During the term of this Agreement, the Employee shall be entitled to seventeen (17) paid vacation days, credited at the time of employment and renewed January 1 each year during the term of this Agreement.
- C. During the term of this Agreement, the Employee shall be entitled to three (3) paid personal leave days, credited at the time of employment and renewed January 1 each year during the term of this Agreement.
- D. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for no more than twenty (20) days of accrued and unused vacation time at the Employee's rate of compensation in effect at the time of termination. In addition, the Employer agrees to make a contribution to the Employee's MERS Retirement Plan on the value of this compensation calculated using the rate ordinarily contributed on regular compensation. Employee, however, shall not be compensated for accrued and unused sick or personal leave days.

Section 6: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth,

and advancement, and for the good of the Employer as approved in the budget process each year.

- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer as approved in the budget process each year.

Section 7: Termination

The Employer and the Employee may mutually terminate this Agreement with or without cause at any time. For the purpose of this Agreement, the employment relationship established in this Agreement shall terminate when any one of the following occurs:

- A. The Employer may terminate this Agreement without cause upon thirty (30) days advanced notice. Provided, however, Employer, at its sole discretion, may terminate this Agreement without cause and without advanced notice upon payment to Employee of severance compensation equal to thirty (30) days salary at Employee's rate of compensation in effect at the time of termination.
- B. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee to a degree greater than the average reduction of all department heads within the county, then Employee shall have the right, upon thirty (30) days advanced written notice to the Employer, to terminate this Agreement.
- C. If the Employee resigns following an offer to accept a resignation made by the Employer, then Employee may declare a termination of this Agreement as of the date of the requested resignation.
- D. Employee may resign from employment for any reason not specified in this section upon thirty (30) days advanced written notice to the Employer.
- E. This Agreement shall automatically terminate upon the death of the Employee, in which case Employee's estate shall be entitled to receive the compensation due the Employee for a termination of this Agreement.
- F. Employer may terminate this Agreement immediately for cause. "For Cause" shall be defined to mean any of the following circumstances:
 - (a) any material breach of this Agreement;
 - (b) conviction of a misdemeanor resulting in a term of incarceration, a felony, or any crime involving moral turpitude or dishonesty;
 - (c) the willful, wanton, negligent or reckless commission of or participation in any act or omission which has a significantly adverse impact upon the Employer;
 - (d) two performance evaluation scores with a performance evaluation of "unsatisfactory." The Employee shall have at least 90 days after the first evaluation to meet with the County Administrator to develop an action plan to address the concerns raised in the evaluation; or

- (e) other actions commonly recognized as “just cause” by employment relations arbitrators.

A termination for cause under this subsection shall immediately terminate Employer’s obligation to pay Employee’s salary. However, Employee shall be entitled to payment for all accrued and unused vacation time, prorated to the date of termination at the Employee’s rate of compensation in effect at the time of termination as provided in Section 5.D of this Agreement.

Section 8: Severance

- A. Severance shall be paid to the Employee only when employment is terminated as specified in Section 7.A-C of this Agreement. If Employee resigns as specified in Section 7.D of this Agreement or is terminated for cause as specified in Section 7.F of this Agreement, then the Employer is not obligated to pay severance.
- B. Any severance required be paid under this section shall be equal to thirty (30) days salary at the Employee’s rate of compensation in effect at the time of termination. This severance shall be paid in a lump sum, unless otherwise agreed to in writing by the Employer and the Employee.
- C. When employment is terminated as specified in Section 7.A-C of this Agreement, the Employer shall pay the cost to continue eye and dental insurance coverage for two persons, as provided in Section 4.A of this Agreement, for no more than one (1) month following termination:

Section 9: Disability

If Employee is permanently disabled or is otherwise unable to perform the duties of employment because of sickness, accident, injury, mental incapacity, or health for a period of six (6) months, the Employer shall have the option to terminate this Agreement immediately. A termination under this section shall immediately terminate Employer’s obligation to pay Employee’s base salary. However, Employee shall be entitled to payment for all accrued and unused vacation time, prorated to the date of termination at the Employee’s rate of compensation in effect at the time of termination as provided in Section 5.D of this Agreement.

Section 10: Performance Evaluation

During the term of this Agreement Employer, acting through the county administrator, shall review the performance of the Employee no less than once every two years, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon in writing by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. In the event of an unsatisfactory evaluation, the Employee shall be given no less than six (6) months to correct the identified performance deficiencies before the next performance evaluation by the Employer.

Section 11: Hours of Work

Employee shall devote no less than forty (40) hours each week to performing the duties of employment under this Agreement.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities may exist, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with the employment responsibilities under this Agreement.

Section 13: Indemnification

The Employer shall indemnify and hold harmless Employee and Employee's heirs and assigns from any and all damages, legal fees or expenses, or awards, demands, rights, causes of action of any kind or nature, losses, claims and actions which may, do, or shall arise out of or grow out of any known or unknown, accrued or unaccrued claims for any type of damage or loss whatsoever which may occur within the scope of the duties of employment under this Agreement. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any state or federal law.

Section 16: Notices

Notice pursuant to this Agreement shall be given in writing and shall be delivered personally or by depositing in the custody of the United States Postal Service, postage prepaid, addressed to the Cheboygan County Administrator on behalf of Employer and to Employee at the addresses specified in this Agreement. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or

between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. The Employee may not assign any of Employee's rights or delegate any of Employee's duties under this Agreement.
- D. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.
- E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

CHEBOYGAN COUNTY

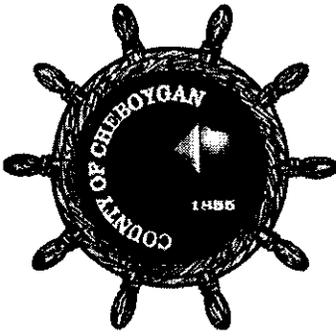
Date: _____

By: _____
John B. Wallace

Its: Chairperson

Date: _____

James E. Manko



Cheboygan County Board of Commissioners' Meeting March 13, 2018

Title: Purchase of a new Recycling Department Plow Truck.

Summary: The Recycling Department would like to purchase a new 2018, ¾ ton, four wheel drive, diesel truck with a Boss VXT poly V-plow and safety lights installed.

The truck we have now is a 2008 GMC ¾ ton that is 9 years old. The plow is getting worn and we have had some mechanical issues with the truck.

Bids Received:

State Bid:

Galeana's Van Dyke Dodge	\$40,545.38	2018 Dodge
Gorno Ford	\$43,067.00	2018 Ford

Local bid:

Fernelius Dodge Local	\$50,150.00	2018 Dodge
-----------------------	-------------	------------

All of these trucks are priced with a Boss VXT poly V-plow and safety lights installed.

Financial Impact: Cost for new truck with a Boss plow - \$40,545.38

Recommendation: Motion to award bid for new truck to Galeana's Van Dyke Dodge for the amount of \$40,545.38

Prepared by: Tim Mason

Department: Maintenance

Baleana's Von Dyke Dodge

2018 RAM 2500 Tradesman



Dennis Christina





Prepared For:
Tim Mason
Cheboygan County
870 S Huron
Cheboygan, Michigan, 49721
Phone: 231-627-2204

Prepared By:
Administrator
Dennis Christina
28400 Van Dyke
Warren, Michigan, 48093
Phone: 586-510-4601
Fax: 586-573-7036

STANDARD EQUIPMENT

2018 RAM 2500

4x4 Regular Cab 140.5" WB Tradesman (DJ7L62)

Powertrain

HEMI 5.7L V-8 OHV SMPI 16 valve engine with variable valve control, variable intake length * 160 amp alternator * 730 amp battery with run down protection * Transmission oil cooler * 6-speed electronic sequential shift control automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, auto locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * Steering cooler * 4-wheel disc brakes with front and rear vented discs * HD ride suspension, with electronic stability * Non-independent front suspension * Front multi-link suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear multi-link suspension * Rear coil springs * HD rear shocks * Front and rear 17.0" x 7.50" silver styled steel wheels with hub covers * LT245/70SR17.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * Immobilizer

Comfort and Convenience

Air conditioning * AM/FM/Satellite-prep, clock, seek-scan, external memory control, 6 speakers, fixed antenna * Cruise control with steering wheel controls * Manual tailgate/rear door lock * 2 12V DC power outlets, retained accessory power * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, systems monitor, camera(s) - rear camera, trip odometer * Warning indicators include engine temperature, lights on, key, low fuel, low washer fluid, door ajar, brake fluid, tire specific low tire pressure, transmission fluid temp * Steering wheel with tilt adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Auto-dimming day-night rearview mirror * Interior lights include dome light with fade * Partial floor console with storage, glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest * 4-way adjustable driver seat * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the companion vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary. Reference DX05102871 1/8/2018

STANDARD EQUIPMENT Continued

Seating and Interior (Continued)

cloth headliner, full vinyl/rubber floor covering, metal-look instrument panel insert, urethane gear shift knob, chrome and metal-look interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors with tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, trailer sway control * Driver and passenger manual black folding outside mirrors * Front and rear black bumpers, with rear step * Aero-composite halogen fully automatic headlamps with multiple headlamps, delay-off feature * Additional exterior lights include pickup cargo box light * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	383 hp @ 5,600 rpm	Torque	400 lb.-ft. @ 4,000 rpm
1st gear ratio	3.231	2nd gear ratio	1.837
3rd gear ratio	1.410	4th gear ratio	1.000
5th gear ratio	0.816	6th gear ratio	0.625
Reverse gear ratio	4.444	Curb weight	6,321 lbs.
GVWR	9,000 lbs.	Front GAWR	5,250 lbs.
Rear GAWR	6,000 lbs.	Payload	2,680 lbs.
Front curb weight	3,662 lbs.	Rear curb weight	2,659 lbs.
Front axle capacity	5,250 lbs.	Rear axle capacity	6,010 lbs.
Front tire/wheel capacity	6,000 lbs.	Rear tire/wheel capacity	6,000 lbs.
Towing capacity	11,510 lbs.	5th-wheel towing capacity	11,330 lbs.
Front legroom	41.0 "	Front headroom	39.9 "
Front hiproom	62.9 "	Front shoulder room	66.0 "
Passenger area volume	63.0 cu.ft.	Length	230.4 "
Body width	79.4 "	Body height	78.1 "
Wheelbase	140.5 "	Cab to axle	56.9 "
Axle to end of frame	50.4 "	Front track	68.3 "
Rear track	68.2 "	Turning radius	20.8'
Fuel tank	32.0 gal.	Exterior cargo length	98.3 "
Exterior cargo minimum width	51.0 "	Exterior cargo volume	74.7 cu.ft.
Exterior cargo pickup box depth	20.2 "	Exterior cargo maximum width	66.4 "
Interior cargo volume	15.2 cu.ft.	Interior maximum cargo volume	15.2 cu.ft.

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Prepared For:
 Tim Mason
 Cheboygan County
 870 S Huron
 Cheboygan, Michigan, 49721
 Phone: 231-627-2204

Prepared By:
 Administrator
 Dennis Christina
 28400 Van Dyke
 Warren, Michigan, 48093
 Phone: 586-510-4601
 Fax: 586-573-7036

SELECTED EQUIPMENT

2018 RAM 2500

4x4 Regular Cab 140.5" WB Tradesman (DJ7L62)
 MSRP

DJ7L62	Base Vehicle Price (DJ7L62)	STD	35,345.00
Packages			
2FA	Quick Order Package 2FA Tradesman	OPT	N/C
Emissions			
NAS	50 State Emissions	INC	Included
Powertrain			
ETK	Engine: 6.7L I6 Cummins Turbo Diesel <i>(NAS) 50 State Emissions; (BAD) 180 Amp Alternator; 28 Gallon Fuel Tank; Cummins Turbo Diesel Badge; Current Generation Engine Controller; Diesel Exhaust Brake; Electronically Controlled Throttle; (Z7F) GVWR: 10,000 lbs; RAM Active Air; Selective Catalytic Reduction (Urea); Tow Hooks</i>	OPT	9,200.00
DG7	Transmission: 6-Speed Automatic (68RFE) <i>(DMR) 3.42 Axle Ratio; Front Armrest w/Cupholders; Tip Start</i>	OPT	N/C
DMR	3.42 Axle Ratio	INC	Included
DSA	Anti-Spin Differential Rear Axle	INC	Included
Z7F	GVWR: 10,000 lbs	INC	Included
Wheels & Tires			
TCP	Tires: LT275/70R18E OWL On/Off Road	INC	Included
WBN	Wheels: 18" x 8.0" Steel <i>18" Steel Spare Wheel; Center Hub</i>	OPT	145.00
Seats & Seat Trim			
SX	Work Grade Vinyl 40/20/40 Bench Seat <i>40/20/40 Split Bench Seat; Front Armrest w/Cupholders; Manual Adjust</i>	OPT	195.00

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SELECTED EQUIPMENT Continued

			MSRP
	<i>Seats</i>		
		Other Options	
APA	Monotone Paint	STD	N/C
BAJ	220 Amp Alternator	INC	Included
LHL	I/P Mounted Auxiliary Switches	INC	Included
MRU	Black Tubular Side Steps	OPT	370.00
LNC	Clearance Lamps	INC	Included
AD2	Snow Chief Group <i>(BAJ) 220 Amp Alternator; (DSA) Anti-Spin Differential Rear Axle; (LHL) I/P Mounted Auxiliary Switches; (LNC) Clearance Lamps; (TCP) Tires; LT275/70R18E OWL On/Off Road; (XEF) Transfer Case Skid Plate Shield</i>	OPT	845.00
RA1	Radio: 3.0	STD	N/C
		Fleet Options	
XEF	Transfer Case Skid Plate Shield	INC	Included
	Interior Colors For : Primary w/Tradesman (Reg)		
X8	Diesel Gray/Black	OPT	N/C
	Primary Colors For : Primary w/Tradesman (Reg)		
PW7	Bright White Clearcoat	OPT	N/C
Vehicle Subtotal			\$46,100.00
Destination			\$1,395.00
Vehicle Subtotal (including Destination)			\$47,495.00

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PRICE SHEET

2018 RAM 2500

4x4 Regular Cab 140.5" WB Tradesman (DJ7L62)

Vehicle Price (excluding option discounts)

Dealer Discounts & GVT Concessions
MIDEAL Contract# 071B7700182...4WDL-0078D
Includes Title
ADD: \$1.20/mile Delivery

MSRP
\$46,100.00
(14,804.08)

Vehicle Subtotal

Option Credits
Other (Discount)Margin
Incentives

\$31,295.92
0.00
7,854.46
0.00

Total Other Items

Net Selling Price
Destination

7,854.46
\$39,150.38
1,395.00

Total Quote

\$40,545.38

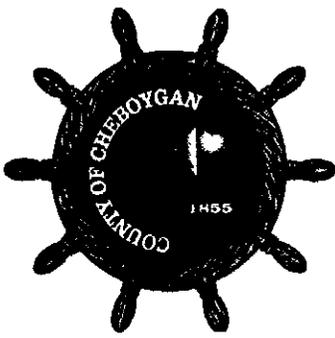
TOTAL

\$40,545.38

Customer Signature

Date

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Cheboygan County Board of Commissioners' Meeting

March 13, 2018

Title: Health Department Remodel and Painting Award.

Summary: Requests for bids were sought for the remodeling and painting of the final areas of the Health Department. Three bids were received with the low bid received from Brown Builders Inc. in the amount of \$24,975.00

Financial Impact: \$24,975.00

Recommendation: Motion to award bid to Brown Builders Inc. in the amount of \$24,975.00 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 13 day of March, 2018 between the County of Cheboygan, a Michigan political subdivision, whose address is 870 South Main Street, Cheboygan, Michigan 49721 (County) and Brown Builders Inc., whose address is 119 Lafayette Ave. Cheboygan, MI 49721 (the Contractor).

Recitals

- A. The County desires to engage the services of Contractor to perform the following services: Health Department Remodel and Painting in compliance with the proposal submitted by Contractor attached hereto as Attachment 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 3-18-2018, and shall be fully completed by no later than 6-15-2018.
- 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 \$24,975.00 for the work to be performed under this Agreement.
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 Five Hundred Thousand and 00/100 DOLLARS (\$500,000.00) 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: _____
John Wallace

Its: Chairman
Board of
Commissioners

Dated: _____

Dated: _____

BIDDING DOCUMENTS

FOR

REID BUILDING HD CHEBOYGAN COUNTY

825 South Huron St.
Cheboygan, Michigan

Remodeling and Painting

February 15, 2018

BY:
**Cheboygan County
870 South Main St.
Cheboygan MI 49721
231-627-8857**

ADVERTISEMENT FOR BIDS

Health Department Remodel and Painting

Cheboygan County is accepting labor proposals for remodeling and painting work in three areas of the Cheboygan County Health Department Reid Building located at:

825 South Huron St. Cheboygan, Michigan 49721

The County can reject all or any portion of bids. All Bidders shall inspect building and verify labor needed to complete project prior to bidding. Materials for project provided by County. Bids are due 2:00 p.m. EDST Tuesday, March 6, 2018 at the office of:

**The Cheboygan County Administrator Office
870 South Main Street Cheboygan, Michigan 49721**

In a sealed envelope marked "Health Department Remodel and Painting" The bids will be opened at the Cheboygan County Building, 870 South Main Street, Cheboygan, Michigan on Tuesday, March 6th, 2018 at 2:00 p.m. EDST. Or as soon after bids are due. Contract will be awarded by March 13, 2018.

The County reserves the right to reject any or all bids, to waive irregularities in the bid, or to select other than the low bid, as may be in the best interest of the County.

CONTRACTOR SCOPE OF WORK

Work shall consist of furnishing all labor to perform the following:

Project Material to be provided by County

1. Area one- Prep all ceiling areas to smooth finish for painting. Prep all walls for primer and painting of all walls and ceilings with two coats. Paint and install all doors provided by county. Remove and install new clinic cabinets and counter top as provided.
2. Area two- Demo necessary walls and construct new sound deadening walls. Prep all ceiling areas to smooth finish for painting. Prep all walls for primer and painting of all walls and ceilings with two coats. Paint and install all doors provided by county. Install new clinic cabinets and counter tops as provided.
3. Area three- Remove existing cabinets and counters and install new break room cabinets and counters. Prep all ceiling areas to smooth finish for painting. Prep all walls for primer and painting of all walls and ceilings with two coats.

WORK SCHEDULE

HOURS of work must be coordinated with Health Department operations. Area one must be completed in phases with ½ of the area in use at all time.

START AND COMPLETION DATES & LATE FEES

START DATE: As soon as possible after bid.

Please provide schedule.

INSURANCE

GENERAL LIABILITY INSURANCE: \$500,000

WORKMAN'S COMPENSATION: Current State of Michigan Requirements.

PERFORMANCE BOND: Not Required

BID FOR LUMP SUM CONTRACT

OWNER: **Cheboygan County**
870 South Main Street
Cheboygan, Michigan

PROJECT: **Health Department Remodel and Painting**

PROPOSAL FROM: Brown Builders, Inc
119 LAFAYETTE AVE
(hereinafter called the bidder)

The Bidder, in compliance with the Invitation to Bids for labor only:

BID

Area 1: ten thousand two hundred fifty ^{00/100}
DOLLARS \$ 610250.00

Area 2: eleven thousand three hundred fifty ^{00/100}
DOLLARS \$ 11350.00

Area 3: three thousand three hundred seventy five ^{00/100}
DOLLARS \$ 3375.00

TOTAL BID: twenty four thousand nine hundred seventy five ^{00/100} DOLLARS \$ 24975.00
the ~~DISREED~~

I certify that I have inspected the Cheboygan County ~~animal shelter~~ ^{animal shelter} to determine ~~material~~ and labor needed to complete work.

Name: Greg Brown Date: 3-6-18

DATE OF BID: 3-6, 2018.

Greg Brown
Authorized Signature
Title President

the
architect
forum

707 north huron avenue suite #2
p.o. box 548
mackinaw city, michigan 49701
231.436.7376

NO CHANGE TO WALLS



- AREA-1
- AREA-2
- AREA-3

PROPOSED FIRST FLOOR PLAN

SCALE 3/32"=1'-0"

COUNTY OF CHEBOYGAN
DORIS REED BUILDING
HEALTH DEPARTMENT
825 S. HURON STREET
CHEBOYGAN, MICHIGAN
date 03 JUN 16
job 1505HD
sheet A1.0



Cheboygan County

Board of Commissioners' Meeting

March 13, 2018

Title: Jail Addition and Storage Building Recommendation of Award

Summary: Requests for bids were requested for the completion of jail addition construction and storage building construction. Three bids were received for the jail addition and five bids for the storage building portion of the project. After review by the architect of the bid information and company qualifications it is recommended by the architect that the Jail Addition project be awarded to low bidder BCI Construction LLC of Grand Rapids, MI and the Storage Building project be awarded to low bidder Kujawa Construction of Gould City, MI.

Financial Impact: Jail Addition Project - \$2,020,200.00.
Storage Building Project - \$496,800.00

Recommendation: Motion to award Jail Addition Project bid to BCI Construction in the amount of \$2,020,200.00 and to award the Storage Building Project to Kujawa Construction in the amount of \$496,800.

Prepared by: Jeffery B. Lawson

Department: Administration



Landmark Design Group, P.C.

3883 Linden Ave., SE, Suite A, Grand Rapids, MI 49548, 616-956-0606

March 5, 2018

Jeff Lawson, County Administrator
Cheboygan County
870 South Main St.
Cheboygan, MI 49721

Subject: Cheboygan County Jail and Storage Building
General Contractor Bid Results

Cc: Sheriff Dale Clarmont, Cheboygan County Sheriff Department
Undersheriff Timothy Cook, Cheboygan County Sheriff Department

Dear Mr. Lawson,

Thursday, February 22, 2018 general contractor bids were received and opened at a 2:00 pm public bid opening for both the jail addition/renovation and the storage building project. Three general contractors submitted bids on the jail project and five general contractors submitted bids on the storage building project. Refer to the attached bid tabulation forms for the bid results.

BCI Construction LLC, located in Grand Rapids, Michigan, submitted the low base bid of \$ 2,020,200.00 on the jail project. Kujawa Construction, located in Gould City, Michigan, submitted the low base bid of \$ 496,800.00 on the storage building.

The jail project include three alternate bids in addition to the base bid: Alternate One, new roof at the Sheriff office; Alternate Two, carport for Sheriff Department vehicles; and a Voluntary Alternate to indicate cost savings if the contractor were awarded both the jail and storage building projects.

BCI Construction submitted the low Alternate bid for both the Sheriff office roof (\$ 25,200.00) and the carports (\$ 36,800.00). BCI estimated the shortest construction time duration (180 days) and the lowest percent mark up for change orders (10%).

After the bid opening, Landmark requested additional contractor information from BCI Construction and Oak City Construction and from Kujawa Construction on the storage building. Information on the company, a bid breakdown and subcontractors used were provided by each firm.

After Landmark's review of the contractors, bids and additional information, it is our recommendation that Cheboygan County select BCI Construction LLC as the jail general contractor for the base bid amount of \$2,020,200.00 and Kujawa Construction as the storage building general contractor in the amount of \$ 496,800.00.

Landmark also recommends a construction contingency fund be established to cover unforeseen cost items and that the County Administrator be given the authority to approve construction change orders.

If you have any questions, please do not hesitate to contact me at (616) 956-0606 or email bob@landmark.us.com.

Sincerely,

LANDMARK DESIGN GROUP, P.C.



Robert Van Putten, Architect
President

Attachments: Bid Tabulation – Jail Addition/Renovation
Bid Tabulation – Storage Building

BID TABULATION – JAIL ADDITION AND RENOVATION

OWNER: Cheboygan County
870 South Main St.
Cheboygan, MI 49721

PROJECT: Cheboygan County Jail
Addition and Renovation
870 South Main St.
Cheboygan, MI 49721

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

DATE: Thursday, February 22, 2018
2:00 p.m..

GENERAL CONTRACTOR	BASE BID (Stipulated Sum)	Alt. 1 New Roof	Alt. 2 Car Ports	Voluntary Alt. 3 Both Projects	Contract Time	% Change	ADD 1	ADD 2	Bid Security
BCI Construction LLC O-11248 Linden Dr. NW Grand Rapids, MI 49534	\$2,020,200.00	\$25,200.00	\$36,800.00	\$-75,000.00 *	180	10 %	X	X	X
Oak City Contracting LLC 181 N. Industrial Dr. Alpena, MI 49707	\$2,027,485.00	\$28,882.00	\$125,096.00	\$-45,000.00	240	15 %	X	X	X
Spence Brothers 800 Hastings St., Suite A Traverse City, MI 49686	\$2,157,000.00	\$30,000.00	\$108,000.00	\$-50,000.00	395	15 %	X	X	X

* Voluntary Alternate 3 was indicated on the Storage Building Bid Form

BID TABULATION – STORAGE BUILDING

OWNER: Cheboygan County
870 South Main St.
Cheboygan, MI 49721

PROJECT: Cheboygan County Jail
New Storage Building
870 South Main St.
Cheboygan, MI 49721

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

DATE: Thursday, February 22, 2018
2:00 p.m..

GENERAL CONTRACTOR	BASE BID (Stipulated Sum)	Contract Time	% Change	ADDM 1	ADDM 2	Bid Security
Kujawa Construction PO Box 126, N5929 E Milakokia Lk. Rd. Gould City, MI 49838	\$496,800.00	160	5 %	X	X	X
Oak City Contracting, LLC 181 N. Industrial Dr. Alpena, MI 49707	\$551,000.00	120	15 %	X	X	X
BCI Construction, LLC O-11248 Linden Dr. NW Grand Rapids, MI 49534	\$586,600.00	180	10 %	X	X	X
Spence Brothers 800 Hastings St., Suite A Travers City, MI 49686	\$676,000.00	210	15 %	X	X	X
South Arm Construction, LLC 117 S. Lake St.. East Jordan, MI 49727	\$745,243.00	180	20 %	X	Not Included	X

March 9, 2018

Cheboygan County
Jail Addition and Renovation – BCI Construction LLC

Item No.		Contractor	Cost
1	General Conditions		\$108,218.00
2	Overhead/Profit		\$75,000.00
3	Building Permit		\$12,195.00
4	PLM Bond		\$18,000.00
5	Demolition	BCI Construction	\$8,400.00
6	Concrete	VanKaulker	\$211,917.00
7	Precast Concrete	Kerkstra	\$44,200.00
8	Masonry	Straus Masonry	\$272,500.00
9	Metal Fabrications	Bills Custom Fab	\$19,300.00
10	Carpentry	BCI Construction	\$13,586.00
11	Membrane Roofing	Doyle Roofing	\$53,514.00
12	Caulking	Great Lakes	\$5,800.00
13	Doors, Frames and Hardware	WDSI	\$22,675.00
14	Overhead Door	O.H. Door of Alpena	\$4,000.00
15	Access Doors	WDSI	\$5,525.00
16	Drywall, Metal Studs, Ceilings	L&L Contracting	\$17,900.00
17	Flooring	Bouma	\$47,850.00
18	Painting	Whale Painting	\$63,100.00
19	Metal Lockers	Brainard	\$4,190.00
20	Fire Extinguishers/Cabinets	Koorsen	\$155.00
21	Kitchen Equipment	Great Lakes West	\$233,976.00
22	Detention Doors and Equipment	WDSI	\$178,250.00
23	Fire Protection	Total Fire Protection	\$41,505.00
24	Mechanical	Ballards P&H	\$285,928.00
25	Electrical	Harbor Springs Electric	\$138,000.00
26	Sitework	Dunkel Excavating	\$107,526.00
27	Asphalt Paving	Rieth Riley	\$26,990.00
Totals			\$2,020,200.00

Cheboygan County
Storage Building – Kujawa Construction

Item No.		Contractor	Cost
1	Sitework	Rodiadek Excavating	\$90,000.00
2	General Trades / Exterior Finish	Kujawa Construction	\$128,800.00
3	Pre Engineered Metal Building	F. Fedack Corporation	\$165,000.00
4	Mechanical, Plumbing and HVAC	Ballards P&H	\$68,000.00
5	Electrical	Archambo Electric	\$45,000.00
Totals			\$496,800.00

Cheboygan County
Jail Addition and Storage Building Construction Cost Summary

Jail Project	BCI Construction	\$2,020,200.00
Storage Building	Kujawa Construction	\$496,800.00
Construction Contingency (Approximately 3%)	Estimated	\$75,000.00
Security System (CCTV, Cameras, Monitors, etc.)	Estimated	\$200,000.00
Totals		\$2,792,000.00

Note: Cost does not include jail project Alternate Bid One (Sheriff area re-roof - \$25,200.00) and Alternate Bid 2 (add carports - \$36,800.00).



Cheboygan County

Board of Commissioners' Meeting

March 13, 2018

Title: Appointment of Interim Zoning Administrator

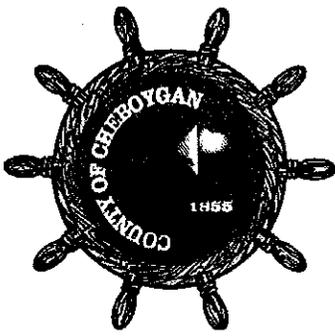
Summary: During the transition of the Planning and Zoning Director position it is recommended to appoint an interim Zoning Administrator.

Financial Impact: NA

Recommendation: Appoint Jeffery B. Lawson as Interim Zoning Administrator until position is filled.

Prepared by: Jeffery B. Lawson

Department: Administration



Cheboygan County Board of Commissioners' Meeting

March 13, 2018

Title: 2018 Salary & Wage Resolution - Non-Union General Employees #17-009 – Amendment #4

Building Safety - Creation of temporary clerk position

Finance Office - Reclassify Finance Director position and set 2018 Salary

Adjust Assistant County Administrator/ Finance Director 2018 Salary

Treasurer Office - Correction of union positions

Summary:

The attached amendment creates a temporary clerk position set at \$14.00 per hour for up to a ten week time period in the Building Safety Department to provide office coverage during employee medical leave.

The attached amendment reclassifies the position of Finance Director and identifies the annual salary and adjusts the Assistant County Administrator/ Finance Director 2018 position salary to reflect the reorganization of the department.

The 2018 Salary & Wage Resolution approved on October 10, 2017, identified two Assistant Treasurer positions and one Clerk II position in the department. The attached amendment corrects the 2018 Salary and Wage Resolution to identify one 40 hour per week Assistant Treasurer position, one 40 hour per week Clerk II position and one 24 hour per week Clerk II position.

Financial Impact:

Building Safety - Set hourly wage for temporary employee at \$14.00 per hour as follows: wage \$5,600, and fringe \$619.92 for total cost of \$6,219.92

Finance Office - Set Finance Director 2018 Salary at \$68,500 and adjust Assistant County Administrator/ Finance Salary to \$22,316.32 to pay remaining wages to end of March.

Treasurer's Office - Wages were set as part of Union Contract, therefore no financial impact.

Recommendation:

Adopt Amendment #4 to the 2018 Salary and Wage Resolution – Non-Union General Employee #17-009 to be effective March 14, 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 #4 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>
BUILDING SAFETY DEPARTMENT							
Temporary Clerk	1	40	400	New Position for 2018			14.00

FINANCE							
Assistant County Administrator / Finance Director	1	Salary	Salary	89,265.28	-75.00%	(66,948.96)	22,316.32
Finance Director	1	Salary	Salary	Position Reclassified for 2018			68,500.00

TREASURER							
Union Positions Not Detailed in Wage Resolution (Assistant Treasurer)	1	40	2080				
Union Positions Not Detailed in Wage Resolution (Clerk II)	1	40	2080				
Union Positions Not Detailed in Wage Resolution (Clerk II)	1	24	1248				

Adopted by the Cheboygan County Commissioners on the following date to be effective March 14, 2018.

Signed by: _____
 John Wallace, Board Chairperson

Date Signed: _____

3/9/2018

RAISE / LOWER REVENUE AND EXPENDITURE

Building Safety - Fund 249

249-400-699.00	\$5,280.62	+
Fund Equity		
249-400-676.00	\$939.30	+
Contribution from Other Funds		
249-371-712.00	\$619.92	+
Fringe		
249-371-705.12	\$5,600.00	+
Temporary		

General Fund - Fund 101

101-400-699.00	\$5,280.62	-
Fund Equity		
101-902-961.03	\$939.30	+
Building Department Fund 249		
101-412-712.00	\$619.92	-
Fringe		
101-412-718.00	\$5,600.00	-
Full-Time		

Signed: Approved at the 3/13/18 BOC Meeting

Prepared by: James Manko

Post date: 3/13/2018

JEM

temp position

HOURS	RATE	WAGES	0.062 FICA	0.2500% WMC	0.0145 Medicare	3.17% SUI	Fringe TOTAL	TOTAL
400	14	\$ 5,600.00	\$ 347.20	\$ 14.00	\$ 81.20	\$ 177.52	\$ 619.92	\$ 6,219.92

Kari

				0.062	0.2500%	0.0145				18.98%	Fringe	
WEEKS	HOURS	RATE	WAGES	FICA	WMC	Medicare	Health Ins	MERS match	MERS	TOTAL	TOTAL	TOTAL
39	40	42.916	\$66,948.96	\$4,150.84	\$ 167.37	\$ 970.76	\$10,354.77	\$ -	\$12,706.91	\$28,350.65	\$95,299.61	
			\$66,948.96	\$4,150.84	\$ 167.37	\$ 970.76	\$10,354.77	\$ -	\$12,706.91	\$28,350.65	\$95,299.61	

James

				0.062	0.2500%	0.0145				18.98%	Fringe	
WEEKS	HOURS	RATE	WAGES	FICA	WMC	Medicare	Health Ins	MERS match	MERS	TOTAL	TOTAL	TOTAL
40	40	32.9327	\$52,692.32	\$3,266.92	\$ 131.73	\$ 764.04	\$ 4,352.85	\$ 526.92	\$10,001.00	\$19,043.47	\$71,735.79	
			\$52,692.32	\$3,266.92	\$ 131.73	\$ 764.04	\$ 4,352.85	\$ 526.92	\$10,001.00	\$19,043.47	\$71,735.79	

difference

				0.062	0.2500%	0.0145				18.98%	Fringe	
WEEKS	HOURS	RATE	WAGES	FICA	WMC	Medicare	Health Ins	MERS match	MERS	TOTAL	TOTAL	TOTAL
			\$14,256.64	\$ 883.91	\$ 35.64	\$ 206.72	\$ 6,001.92	\$ (526.92)	\$ 2,705.91	\$ 9,307.18	\$23,563.82	