



## Cheboygan County Board of Commissioners

### *MISSION STATEMENT*

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

### **Committee of the Whole Meeting**

**September 24, 2019**

**9:30 a.m.**

### **Agenda**

1. Call to Order
2. Roll Call
3. Invocation/Pledge of Allegiance
4. Approve Agenda
5. **CITIZENS COMMENTS** (3 minutes)
6. **SCHEDULED VISITORS/DEPARTMENT REPORTS**
  - A. Cheboygan Life Support Systems Update
  - B. Building Safety 2018 Annual Report
  - C. Planning & Zoning 2018 Annual Report
7. **ADMINISTRATOR'S REPORT**
8. **OLD BUSINESS**
9. **NEW BUSINESS**
  - A. NCIC Communications Contract – Jail Inmate Phone System
  - B. 2019 Mobile Data Terminals (MDT)
  - C. Letter of Support – NEMCSA Head Start/Early Head Start Grant Proposal
  - D. MOU – Hope Network Housing & Community Development
10. **CITIZENS COMMENTS**
11. **BOARD MEMBER COMMENTS**
12. **BOARD MATTERS FOR DISCUSSION**
  - A. 2020 Budget
13. **ADJOURN TO THE CALL OF THE CHAIR**

# Department of Building Safety

## 2018 Annual Report

### **Mission Statement**

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### **Vision Statement**

The County of Cheboygan will strengthen its position as a diverse, family oriented community while promoting a higher quality of life, a safe environment, balanced growth and positive interaction with all citizens.

**CHEBOYGAN COUNTY**  
**DEPARTMENT OF BUILDING SAFETY**

231-627-8813

[www.cheboygancounty.net](http://www.cheboygancounty.net)

# DEPARTMENT OF BUILDING SAFETY

## 2018 Annual Report

### Introduction

This is a year-end report for 2018 for the Department of Building Safety of Cheboygan County. The department regulates and oversees all construction and demolition activity throughout Cheboygan County under the Stille-Derossett-Hale Single State Construction Code Act 230 of 1972. Building safety staff includes permit processing, office management, plan reviewers and field inspectors for all construction disciplines regulated by the Michigan Building Code.

The work outlined in this report demonstrates the hard work of the people of this department for the people of Cheboygan County. Building Safety staff members continue to participate in educational opportunities to ensure professional preparedness and internal measures to increase efficiency including adopting new technologies as well as coordinating efforts in the field to reduce overall staff duplication of effort and drive-time. They have found ways to constantly work more efficiently while maintaining quality customer service.

### Contents

- 1. Building Safety Activities
- 2. Permit Statistics
- 3. County Construction Value
- 4. Enforced Codes and Standards
- 5. Building Code History
- 6. 2018 Permit Percentages
- 7. 2017-2018 Building Permit Comparison
- 8. 2017-2018 Sub Trade Permit Comparison

### Building Safety Staff

Director/Building Official .....	Matthew Cronk
Assistant to the Building Official .....	Regina Couture
Building Inspector .....	Dan Chase
Plan Reviewer .....	Paul Morse
Plumbing/Mechanical Inspector .....	Don Bedell
Electrical Inspector .....	Steve Sackett

## BUILDING SAFETY

This last year of 2018 brought continued vibrancy in the County's construction industry. Construction in Cheboygan County appears to have substantially stabilized and with it the Department of Building Safety finds itself fully engaged in meeting the industry's plan review, permitting, inspection and enforcement needs.

As often happens in good economies, the department experienced some significant challenges in staffing with the departure of its dedicated plan reviewer and the retirements of Brian King, the County's Mechanical and Plumbing Inspector and Hank Jankoviak, the County's longtime Soil and Sedimentation Officer. Finding experienced and qualified Building Safety candidates that have the state-mandated credentials to become certified inspectors is always a challenge and especially so in the midst of a flourishing construction industry. Given this challenge, the department is pleased to have successfully hired Paul Morse as its new Plan Reviewer and Don Bedell as its new Mechanical and Plumbing Inspector. Paul is a local Cheboygan High School graduate that participated in the schools building trade education program and then went on to a successful construction career. Paul brings nearly three decades of construction experience as a home builder, union carpenter and project manager in commercial construction. Paul also helps keep the County's Soil and Sedimentation program running as a fully DEQ certified Soil and Sedimentation Officer. Don is a lifelong Cheboygan County resident and longtime owner of his own plumbing and heating business. While most jurisdictions depend on the services of more than one individual with certifications in either plumbing or mechanical, we are fortunate that Don has both certifications and is able to inspect multiple disciplines.

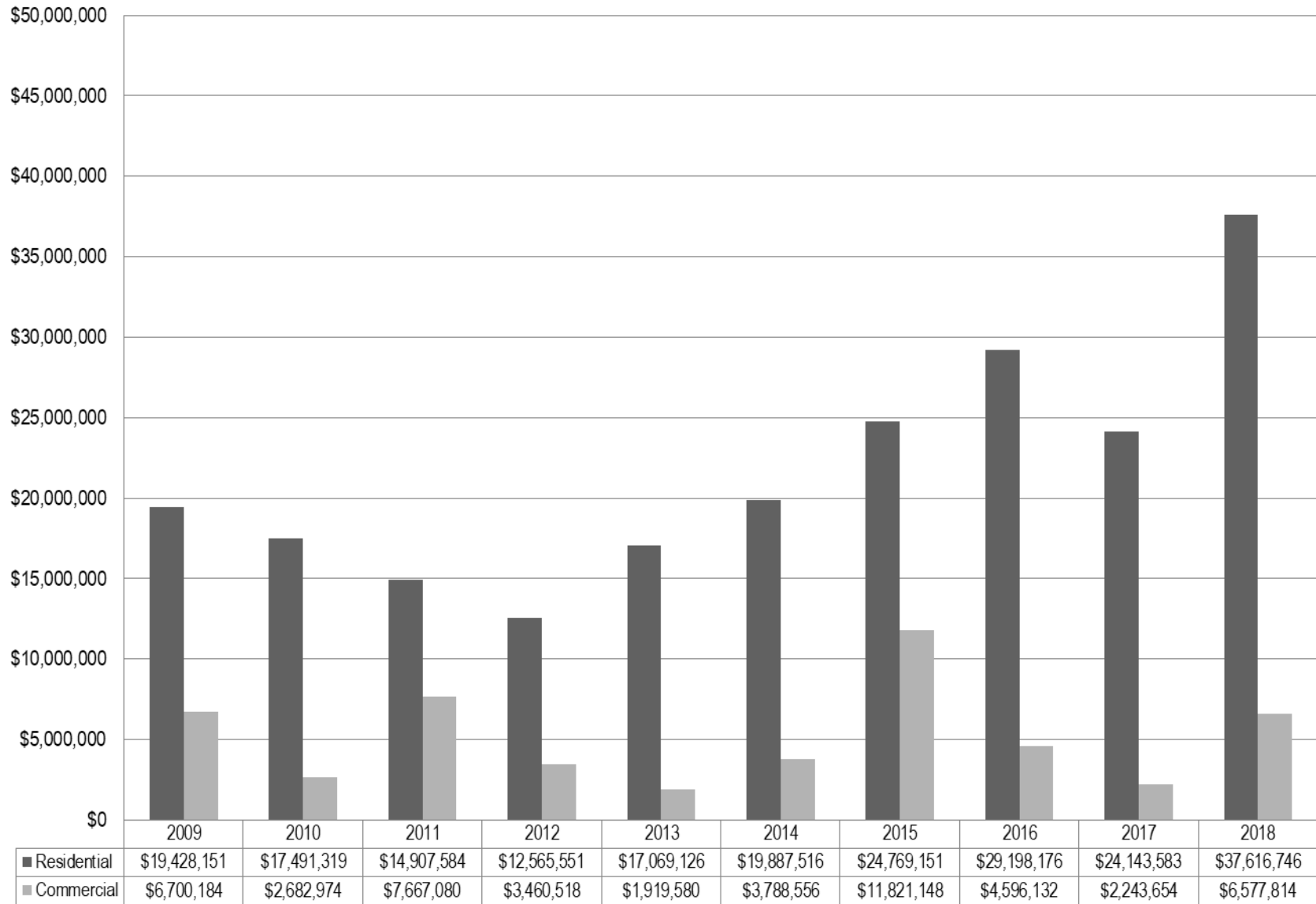
While permit numbers appear to have stabilized, the Building Safety Department has experienced both an increase in construction activity in 2018 with more substantial projects and a consolidation of duties within the department. Department inspectors continue to keep regular office hours and in-field inspection hours on a daily basis. This set schedule continues to maximize their capacities for office and field work as well as creating a dependable environment for contractors and homeowners to get questions answered and obtain inspections in a timely fashion. With the new implementation of the 2015 Michigan Building Code in April of 2017 and the 2015 Michigan Rehabilitation Code for Existing Buildings in December of 2016, inspectors spend as much time as feasible studying the significant code changes. Inspectors also continue to keep up with their required yearly code education requirements. All inspectors are required to earn a minimum of 47 educational credits for each discipline they hold licensure in to maintain their respective credentials that allow them to provide state inspections for the County. Each of the County's inspectors hold licensure in a minimum of two disciplines with the exception of Don Bedell who holds three licenses, allowing him to inspect both Mechanical and Plumbing permits. The County's Building Official is required to earn additional credits.

As Building Official, Matthew Cronk is the administrator of the department as well as providing plan review, code enforcement and in-field building inspections. He is state-licensed as a Building Official, Plan Reviewer and Building Inspector. As a DEQ certified Soil and Sedimentation Officer and Stormwater Operator, Matt oversees the County's DEQ approved Soil and Sedimentation program. He also serves as a liaison between departments to help facilitate the resolution of ongoing enforcement matters and permitting issues as well as providing informational and setback inspections. As a state-certified housing inspector and state-licensed Lead Abatement Supervisor, Matt provides inspection services for the County's Home Improvement Loan Service's program as well. As the County's Building Official, he serves as a conduit to the public, answering Building Safety questions, performing onsite building evaluations, change of occupancy inspections and determines final occupancy for all new structures in Cheboygan County. Matt is a board member of the Northern Michigan Code Officials, a professional organization comprised of nearly 200 Michigan Code Officials. He served as the organization's Director in 2018. He also attends and speaks at many contractor events and preconstruction meetings with engineers, architects and owners. He has provided and continues to encourage preliminary plan reviews for construction projects within the county as this service can often save building owners a considerable amount of money and frustration.

## Permit Statistics, 2009-2018

We have assembled permit statistics for the last 10 years. Previously, the graphs and charts showed a sharp spike in building activity in 2005 and a steady decline beginning in 2006, continuing to trend down until 2012. Since the economic low of 2012, Cheboygan County has experienced a modest but steady increase in construction values for both commercial and residential construction projects. This steady increase in construction activity continued through 2018. The value of commercial construction values rose 90% in 2018 compared to its low in 2012. Residential construction values have seen more significant increases since 2012, rising 199% since 2012. A steady increase in permits was also seen in the sub trades of electrical, plumbing and mechanical. The building industry as a whole is one of the largest employers in Cheboygan County and thus greatly impacts the health of the current economic comeback of the region. The Cheboygan County Building Safety Department embraces local builders and local businesses and believes that a strong partnership between private and public sectors is the key to a sustainable local economy.

### Department of Building Safety Construction Value for Building Permits - Last 10 Years



## Codes Currently Enforced by the Cheboygan County Department of Building Safety

### Building:

- Commercial: MBC 2015 (Michigan Building Code 2015) *effective April 20, 2017*
- REHAB 2015 (Michigan Rehabilitation Code for Existing Buildings 2015) *effective December 13, 2016*
- Accessibility – ICC/ANSI A117.1-2009
- Residential: MRC 2015 (Michigan Residential Code 2015) *effective February 8, 2016*

### Plumbing:

- Commercial: MPC 2015 (Michigan Plumbing Code 2015) *effective April 20, 2017*
- Residential: MRC 2015 (Michigan Residential Code 2015) *effective February 8, 2016*

### Mechanical:

- Commercial: MMC 2015 (Michigan Mechanical Code 2015) *effective April 12, 2017*
- Fuel gas: IFGC 2012 (International Fuel Gas Code 2012) *effective April 20, 2017*
- Residential: MRC 2015 (Michigan Residential Code 2015) *effective February 8, 2016*

### Electrical:

- Commercial: NFPA 70 - NEC 2014 (State of Michigan Electrical Code) *effective June 8, 2015*
- Residential: MRC 2015 (Michigan Residential Code 2015) *effective February 8, 2016*

### Fire Code:

- IFC 2015 (International Fire Code 2015) *as referenced in the MBC 2015*

### Fire Suppression:

- Commercial: NFPA 13 (2013) Multiple Family: NFPA 13R (2013)
- Residential: NFPA 13D (2013)

### Fire Alarm:

- Commercial: NFPA 72 (2013)
- Paint Booths: NFPA 17 (2009)
- Residential: NFPA 72 (2013)
- Kitchen Hoods: NFPA 17A (2009)

### Energy Code:

- Commercial: MEC 2015 (Michigan Energy Code 2015) *effective September 20, 2017*
- Residential: MRC 2015 (Michigan Residential Code 2015) *effective February 8, 2016*

*Referenced Standards: In addition to the codes listed above, there are many more referenced standards enforced by this office. For a complete list of Michigan's Essential Referenced Standards please see: [http://www.michigan.gov/lara/0,4601,7-154-10575\\_17394\\_56071-328615--,00.html](http://www.michigan.gov/lara/0,4601,7-154-10575_17394_56071-328615--,00.html)*

## History of Changes to Building Code Requirements over the Decade

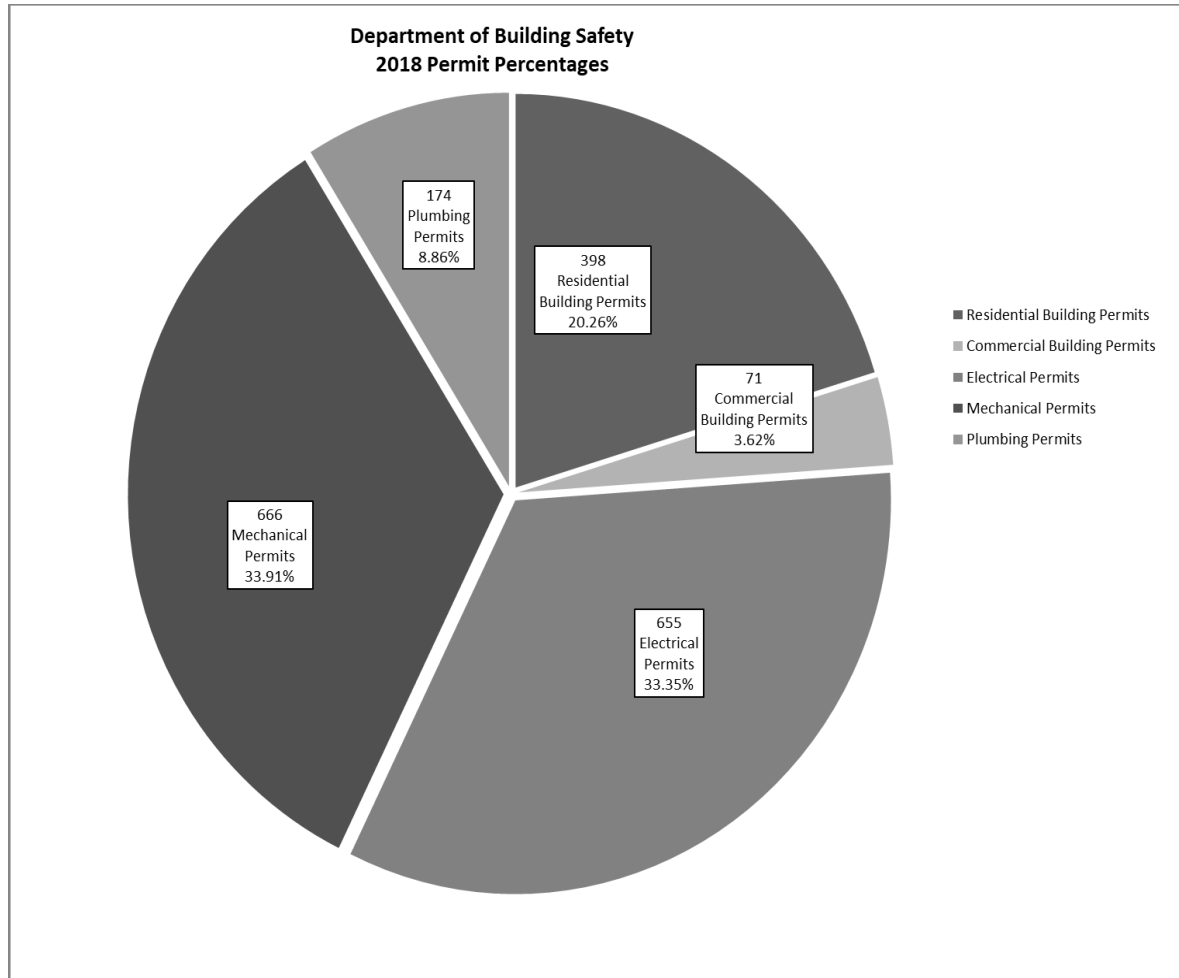
Code requirements have steadily increased over the last few years and the following is the history of the yearly milestones:

- In the year 2000 we were using the 1996 (BOCA) Building Officials & Code Administrators International code requirements, with associated Codes for the sub-trades.
- In 2000 the International Code system was created which was a combination of the (4) regional codes. This new system came under the direction of the International Code Council (ICC). State jurisdictions could either adopt the National Codes or adopt a State Code based upon the ICC, which is what Michigan chose.
- In 2001 the State of Michigan adopted the 2000 ICC Code Standards, with Michigan amendments. The adopted codes were Michigan Building Code (MBC) and Michigan Residential Code (MRC). At this same time the ICC sub-trade codes were also adopted with Michigan amendments, the only exception to this being the National Electrical Code (NEC) which is still in use currently with the addition of the Part 8, Michigan rules. *This adoption increased the number of Code book pages by 852 or 58%.*

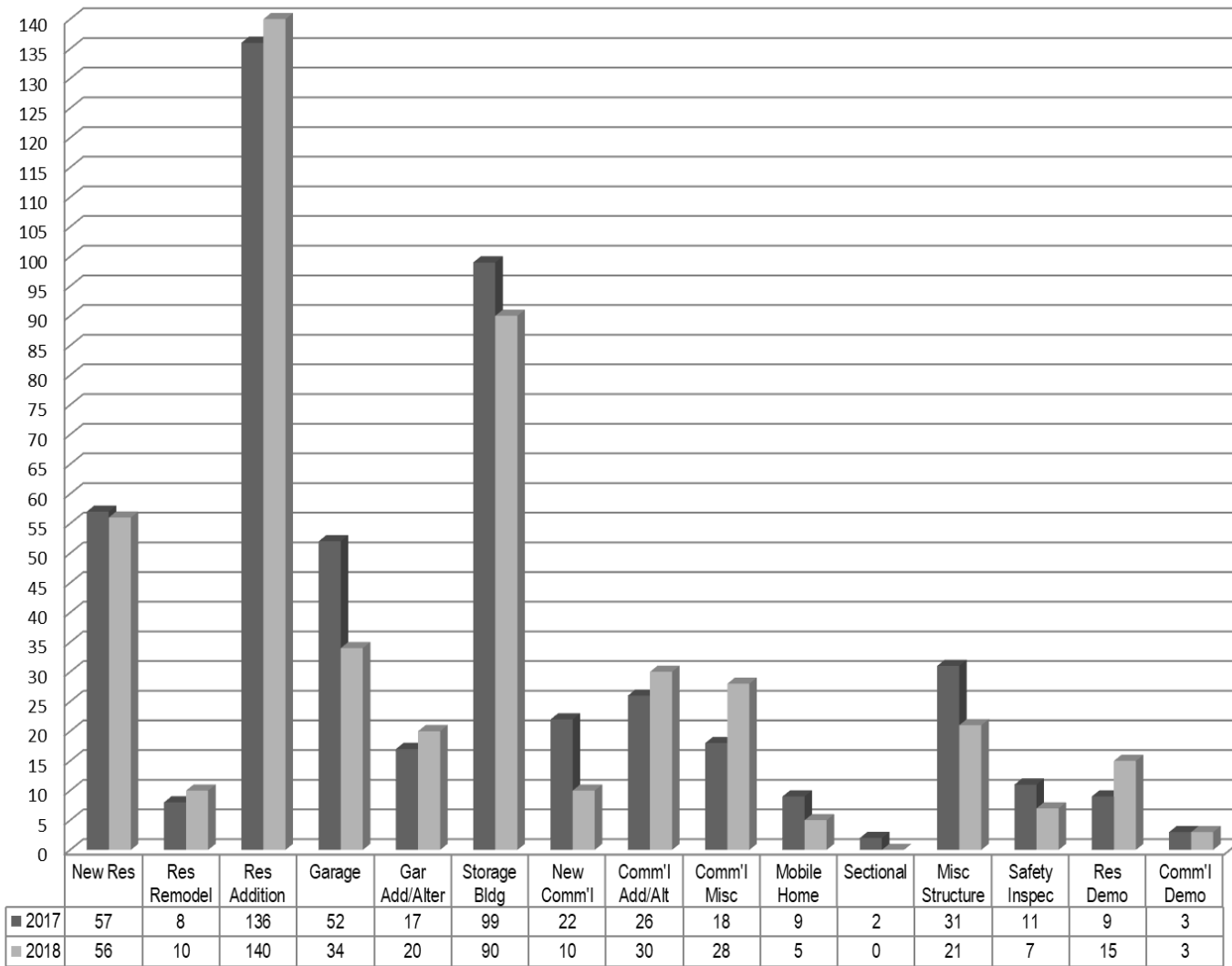
- March of 2011, Michigan adopted the 2009 IBC with changes. There are many new changes are the Uniform Michigan Energy Code and Chapter 6 (sheer wall design).
- February 8, 2017. Michigan adopted the 2015 Michigan Residential Code which includes a new energy code with ever increasing energy control measures.
- The most important point to remember is the number of pages in the Code book increased by 146% (or 2150 pages) within a seven (7) year period from 2001 to 2008.

The main purpose of the Codes are to provide minimum standards to insure public safety, health and welfare, but they have been stretched and manipulated by lobbyist groups, product manufactures, insurance companies, government and the courts resulting in a very complex and detailed collection of standards that govern building in today's marketplace.

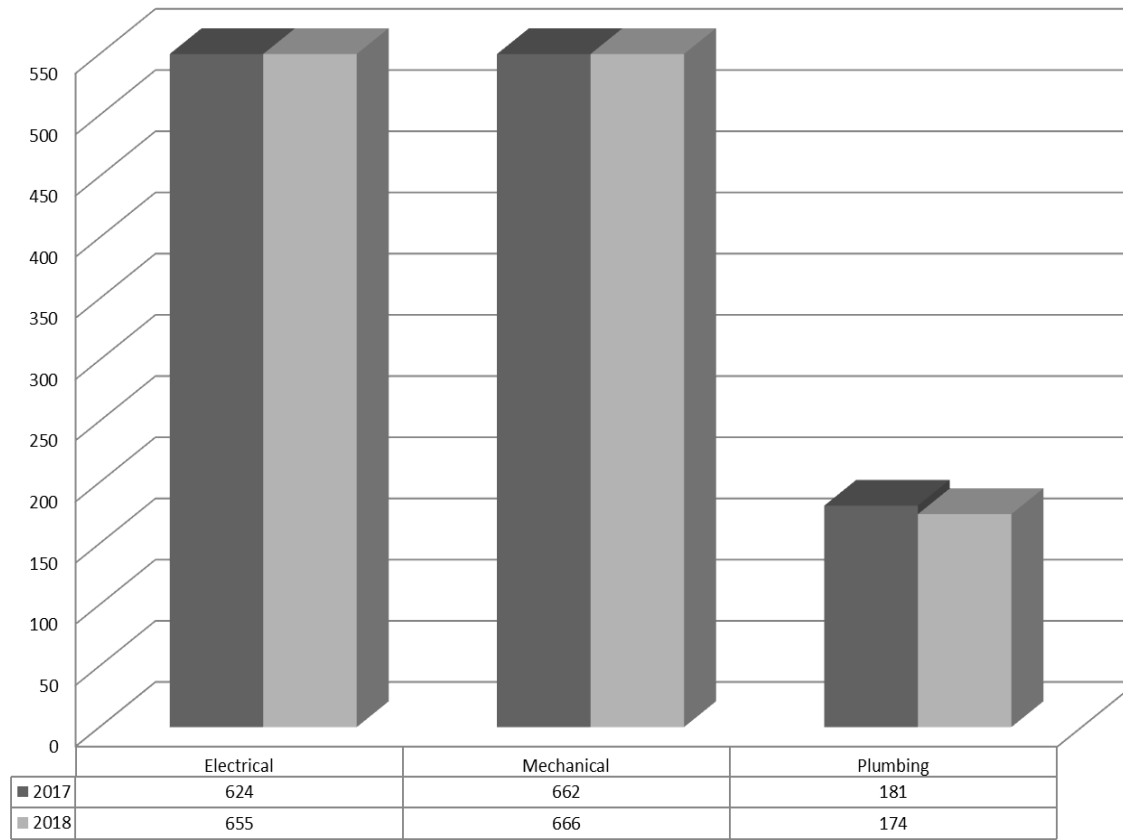




### Department of Building Safety 2017 to 2018 - Building Permit Comparison



Department of Building Safety  
2017 to 2018 - Sub Trade Permit Comparison



# Planning and Zoning Department

## 2018 Annual Report

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**CHEBOYGAN COUNTY**

**PLANNING AND ZONING DEPARTMENT**

Planning & Zoning, Soil Erosion; Zoning Ordinance Enforcement; Home Improvement Loan Services

231.627.8489

[www.cheboygancounty.net](http://www.cheboygancounty.net)

# PLANNING AND ZONING DEPARTMENT

## 2018 Annual Report

### Introduction

This is a year-end report for 2018 for the Planning and Zoning Department for Cheboygan County. Our Planning & Zoning Department is responsible for coordinating all land use-planning activities and administering the zoning ordinance for those areas subject to County Zoning. The County has had a zoning ordinance since 1970 that is implemented through most of the County except for Burt Township, the City of Cheboygan, and the Villages of Mackinaw City and Wolverine. We also respond to requests for land use information from other government entities within the County such as the townships, villages, and the City of Cheboygan.

Other functions of our department include presenting commercial projects to the Planning Commission and reviewing variances for presentation to the Zoning Board of Appeals. We also issue zoning permits and conduct zoning ordinance enforcement.

Providing efficient and effective customer service is a principal goal of our Department. Department staff strives to provide clear communications and works to streamline permitting processes and ensuring adequate review of development plans.

All zoning decisions are made based on the goals set forth in the County's Master Plan (2014). The Zoning Plan included in the adopted Master Plan generally serves as the Planning Commission's Annual Work Plan. The County Zoning Ordinance is amended according to this Zoning Plan and by responding to changes in land use trends. Incremental changes via zoning ordinance amendments are often the best way to ensure land use laws are consistent with historic land use while also being responsive to demographic, economic and social changes.

The work outlined in this report demonstrates the hard work of the employees of this department for the people of Cheboygan County. Not unlike the Department of Building Safety, Planning Department staff have been adaptable by finding ways to work more efficiently, by, for example, coordinating field efforts to reduce staff duplication, all while emphasizing a quality customer service experience.

### Planning Department Staff

Planning Director..... Michael Turisk  
Assistant to the Director .....Deborah Tomlinson  
County Planner .....Jennifer Merk  
Ordinance Enforcement Officer.....Michael Peltier

## Zoning Permits

At 376, the number of zoning permits issued in 2018 was approximately 10% less than in 2017 (416) but is relatively consistent with the mean (356) for the previous five-year period (2013-2017). The majority of zoning permits issued were for garages and other accessory buildings (147) followed by single-family dwellings (56; one less than in 2017) and residential additions/alterations (50).

## Soil Erosion and Sedimentation Control (SESC) Permits

The Michigan Department of Environment, Great Lakes and Energy (EGLE) holds statewide oversight responsibility over Part 91, the Soil Erosion and Sedimentation Control (SESC) Program. Planning and Zoning works in tandem with the Department of Building Safety to issue soil erosion and sedimentation permits in accordance with the requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451. The SESC Program provides for various soil erosion controls in an effort to safeguard properties and the waters of the state from sediment loads. The Program ensures that the water quality of Cheboygan County is not adversely impacted by construction or clearing activities. On-site inspections are made of residential, commercial and industrial building sites and other various projects. Staff regularly communicates with contractors, engineers, developers and the general public to answer questions and assist in complying with the act. We stay in close contact with Michigan's Department of Environmental Quality (DEQ) personnel to assist with permit compliance and Program administration.

SESC permits are generally required for earth changes that disturb one or more acres or are within 500 feet of a lake, river or stream. Counties are mandated by statute to administer and enforce Part 91, and the board of commissioners for each county must appoint an agency within the county, referred to as the County Enforcing Agency (CEA), to review control plans, issue permits, and take enforcement action as necessary to ensure compliance. Although Planning and Zoning is the designated CEA, the help of the Department of Building Safety is integral to the effective administration to ensure full compliance with the Program in Cheboygan County.

In 2018, the Department experienced a sharp increase in the number of SESC permits as compared to 2017 (250 and 190, respectively), a 24% increase and 72 more permits than the previous five-year average of 178, thus indicative of increased construction activities near to our lakes, rivers and other water bodies.

## Approved Site Plan Review & Special Use Permit Applications

The Planning Commission approved six fewer applications in 2018 than in 2017 (23 applications compared to 29 in 2017, but just above the 2013-2017 average of 22). Applications included 12 Special Use Permits, five Special Use Permit amendments and six Site Plan Reviews:

- Larry Barton & Suzanne Hendrix/Cherry Capital Connection, LLC - A wireless communication facility at 4168 Orchard Rd. in Benton Twp.
- Gerald Stanley & Patricia Stanley/Steven Vohs - An accessory storage structure for an existing retail business located at 3927 S. Straits Highway in Tuscarora Twp.
- Travis Neuman - A coffee roasting business to serve internet sales at 7396 North Straits Hwy. in Inverness Twp.
- Michael O'Grady/TeleSite Wireless - A wireless communication facility located at 130 West Devereaux Lake Rd. in Mullett Twp.

- Kevin and Terrie Brooks/Tillman Infrastructure - A wireless communication facility located at 2951 South Straits Hwy. in Mullett Twp.
- Bernard Jankoviak/ERS - A one-year extension of a Special Use Permit for a wireless communication facility located off S. Extension Rd. in Mullett Twp.
- Tiger by the Tail, LLC - An indoor storage facility located at 5142 and 5138 South Straits Hwy. in Tuscarora Twp.
- Mackinaw Mill Creek Camping/FCVE, LLC/Vince Rogala - An addition to a storage, repair and maintenance building and construction of a gazebo located at 9730 W. US-23 Hwy., in Mackinaw Twp.
- Todd and Tammi Gall/Tillman Infrastructure - A wireless communication facility located at 1980 S. Extension Rd. in Mullett Twp.
- David and Carolyn Sackett/Tillman Infrastructure - A wireless communication facility located at 3616 Bowman Dr. in Tuscarora Twp.
- Fernelius Land II, LLC/KP Neuman and Son Construction -An auto detail shop addition located at 11165 N. Straits Hwy. in Inverness Twp.
- Wallace and Anne Savenkoff/Cherry Capital Connection, LLC - A wireless communication facility located at 5339 Twin Trail Rd. in Grant Twp.
- CG & KW Enterprises, LLC / Tillman Infrastructure - A wireless telecommunications facility located at 7934 N. Straits Hwy. in Inverness Twp.
- Therese R. Vuke/Gary W. DeChape - Used car sales located at 5015 S. Straits Hwy. in Tuscarora Twp.
- Chad Stemple - A landscaping contractor's yard located at 164 S. Straits Hwy. in Tuscarora Twp.
- Tuscarora Twp. - An amendment of a Special Use Permit for an outdoor recreational area (sports field) in Cooperation Park in Tuscarora Twp.
- Burt Lake Christian Church – An amendment of a Special Use Permit for an accessory storage building located at 10989 W. M-68 in Tuscarora Twp.
- Rae Bontekoe - A one-year extension of a Special Use Permit for an events venue located at 8739 Brudy Rd. in Ellis Twp.
- Gerald and Patricia Stanley/Steven Vohs - An accessory storage structure for an existing retail business located at 3927 S. Straits Hwy. in Tuscarora Twp.
- The River Deck, LLC/David McDade - A bar/restaurant located at 3249 Gratiot St. in Tuscarora Twp.
- Douglas and Karen Sides/Andrew Sweet - A nursery for flowers & plants and firewood and landscaping materials storage and sales located at 2900 E. Mullett Lake Rd. in Tuscarora Twp.
- Mu Campgrounds, LLC (Waterways Campground) – An amendment of a Special Use Permit for an accessory storage building located at 9575 N. M-33 Hwy. in Inverness Twp.
- Bruce Brandt - A motor vehicle sales and repair facility located at 6530 N. M-33 Hwy. in Benton Twp.

## Ordinance Amendments

All ordinance amendments should work to accomplish the land use goals of the County Master Plan which presents the County's land use goals for the next 20 years. Since the January, 2014 adoption of the County Master Plan that will most effectively achieve the land use goals for the County. Amendments can be initiated by either the Planning Commission or residents/business owners in the community. The Planning Commission's job is to review proposed amendments and recommend them to the Board of Commissioners for final approval based on how that amendment is supported by the Master Plan's land use goals.

In 2018, 8 Zoning Ordinance amendments were approved by the Board of Commissioners:

- Amendment #142 - Provides definitions, regulations and standards for signs.
- Amendment #143 - Regards office, health and fitness center and personal service center uses.

- Amendment #144 - Regards bar and restaurant uses.
- Amendment #145 - Rezoning in Benton Township
- Amendment #146 - Established the Lake and Stream Protection Shelter Overlay District.
- Amendment #147 – Regards governing Short Term Rentals
- Amendment #148 – Rezoned a portion of property in Tuscarora Twp. from Agriculture and Forestry Management to Commercial Development.
- Amendment #149 – Provides definitions and regulations for Motor Vehicle and Fuel Sales Uses.

### **Zoning Board of Appeals (ZBA) – Variances and Zoning Ordinance Interpretations**

Of course, not all properties are developed in the same manner. Therefore, it is important to allow for a relief mechanism by which people with unique property configurations or other constraints may garner approval for use of their land in a manner similar to their neighbors. Unique situations often arise on historically small or irregularly shaped parcels, or on parcels with challenging topography, when trying to construct a home or business. The County Zoning Board of Appeals (ZBA) functions as a review board to consider appeals to vary from the established applicable dimensional standards in the Zoning Ordinance requirements (e.g., minimum setbacks) because of these unique situations. The ZBA also may be called upon to make interpretations of the intent or meaning of adopted Zoning Ordinance text.

The number of variance applications received or approved is not necessarily indicative of any economic trends. However, trends in the type of variances requested can suggest a need to adopt amendments to the Zoning Ordinance. Small, platted subdivisions and waterfront properties tend to be most problematic given largely by comparatively small lot size, and thus, the Department receives the most dimensional variance applications for properties in such areas.

Ideally, communities should strive to have most variance requests approved because the Zoning Board of Appeals should only consider variances that hold strong merit. Achieving that goal requires identification of possible alternatives or encouraging applicants to reconfigure or resize a project to meet minimum applicable requirements in the absence of land use hardships or “practical difficulty” as described in statute.

In 2018, the ZBA approved one use variance and five dimensional variance applications. Two Zoning Ordinance interpretations also were considered, including relative to the term “residential street” in the context of Special Use Permit review and a second interpretation regarding the term “altered” in Article 22 of the Zoning Ordinance as it relates to non-conforming lots and structures:

- A use variance for a communications tower located at 5339 Twin Trail Rd. in Grant Twp.
- A front setback variance for a new garage located at 1351 Michigami Drive in Beaugrand Twp.
- A rear setback variance for a new garage located at 676 Giauque Beach Dr. in Mullett Twp.
- A side setback variance for a garage addition located at 9150 Silver Strand Rd. in Munro Twp.
- A front setback variance for a deck and lean-to located at 6325 Arthur St. in Tuscarora Twp.
- A front setback variance for a new porch on a waterfront property located at 4707 Big Sky Trail in Koehler Twp.



## Housing

In 2013 the Community Development Department absorbed the activities of the former Cheboygan County Housing Commission and Housing Department. The Michigan State Housing Development Authority (MSHDA) permits funding of emergency repairs with Program Income collected from previously issued loans in order to assist qualified homeowners in the County. Ever-dwindling sources of funding at the State-level has resulted in MSHDA indicating that no competitive grant funding is currently available and is unlikely in the foreseeable future to assist with homeowner rehabilitation. However, the Planning and Zoning Department is working to identify eligible applicants to assist with emergency repair needs.

## Zoning Ordinance Enforcement/Inspections

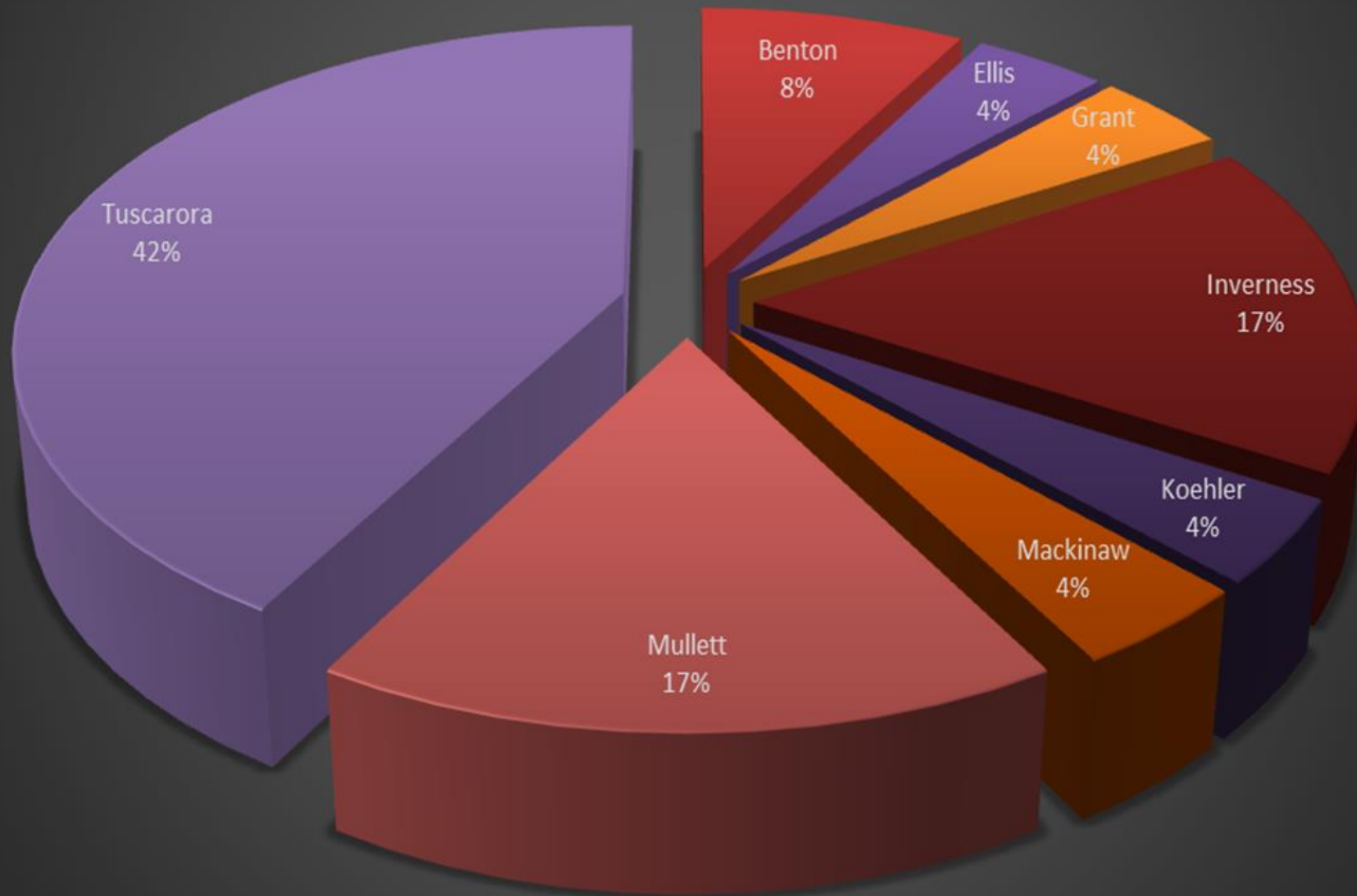
The Ordinance Enforcement daily activities include site inspections and follow up paperwork tracking complaints received. In 2018, zoning enforcement activities were largely performed on a cursory basis due to reduced staffing. In October 2018, the Planning and Zoning Department hired a full-time Zoning Enforcement Officer/Soil Erosion and Sedimentation Inspector who, as of this report in September 2019, continues to successfully manage ongoing, unresolved violations as well as new complaints.

In the spirit of maximizing overall efficiency and utilizing capacity, we continue to expand staff utilization to perform setback and soil and sedimentation permit inspections in order to provide increased response time and efficient use of County resources by having various staff perform Setback inspections help ensure that construction occurs in the correct location(s) at the beginning phase of construction when a setback issue can be identified and corrected with minimal time and expense to applicant or contractor.

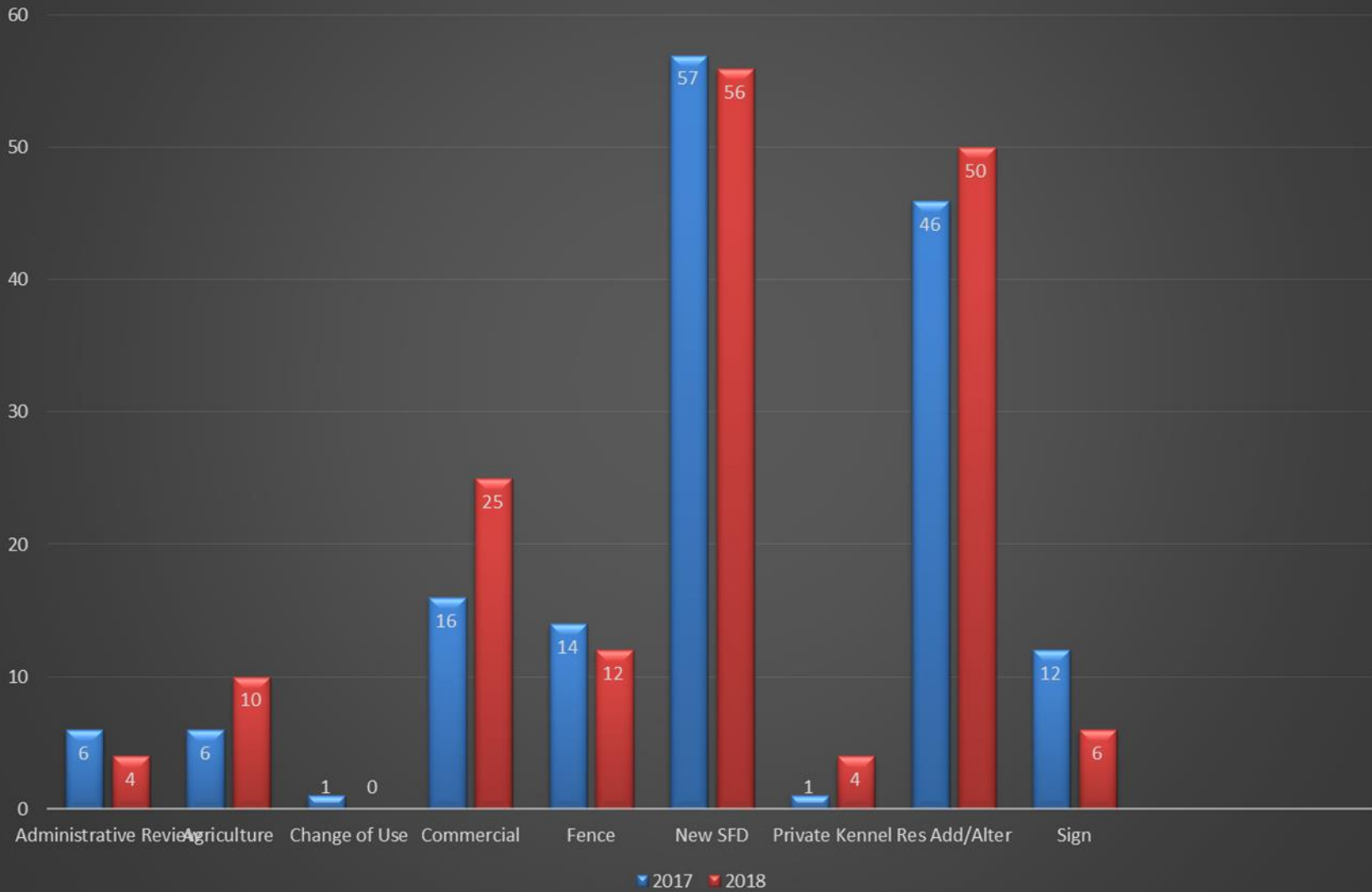
We continue to utilize the Building Official and other Department of Building Safety staff, as well as Planning and Zoning Department staff to assist with these various inspections. In 2019, the Department has implemented more robust zoning enforcement protocols given additional staff. The most common complaints/violations regard (in descending order) building without permits, junk or inoperable vehicles and the use of storage buildings for long-term living. Some zoning enforcement matters remain in our system with a status of “in progress” because of a history of recurring violations or difficulty in achieving compliance or resolution. Periodic observations of the site are made and are marked resolved when no violations are observed over a time period.

Although the attached reports were recently provided to the Planning Commission and include a small data set regarding recent 2019 zoning enforcement activity, the reports are considered relevant to providing you a broad understanding of the zoning enforcement process. It is anticipated that once this calendar year has passed (and we have an entire year’s enforcement-related data) the overall effectiveness of our approach to zoning enforcement and inspections in general will become more evident.

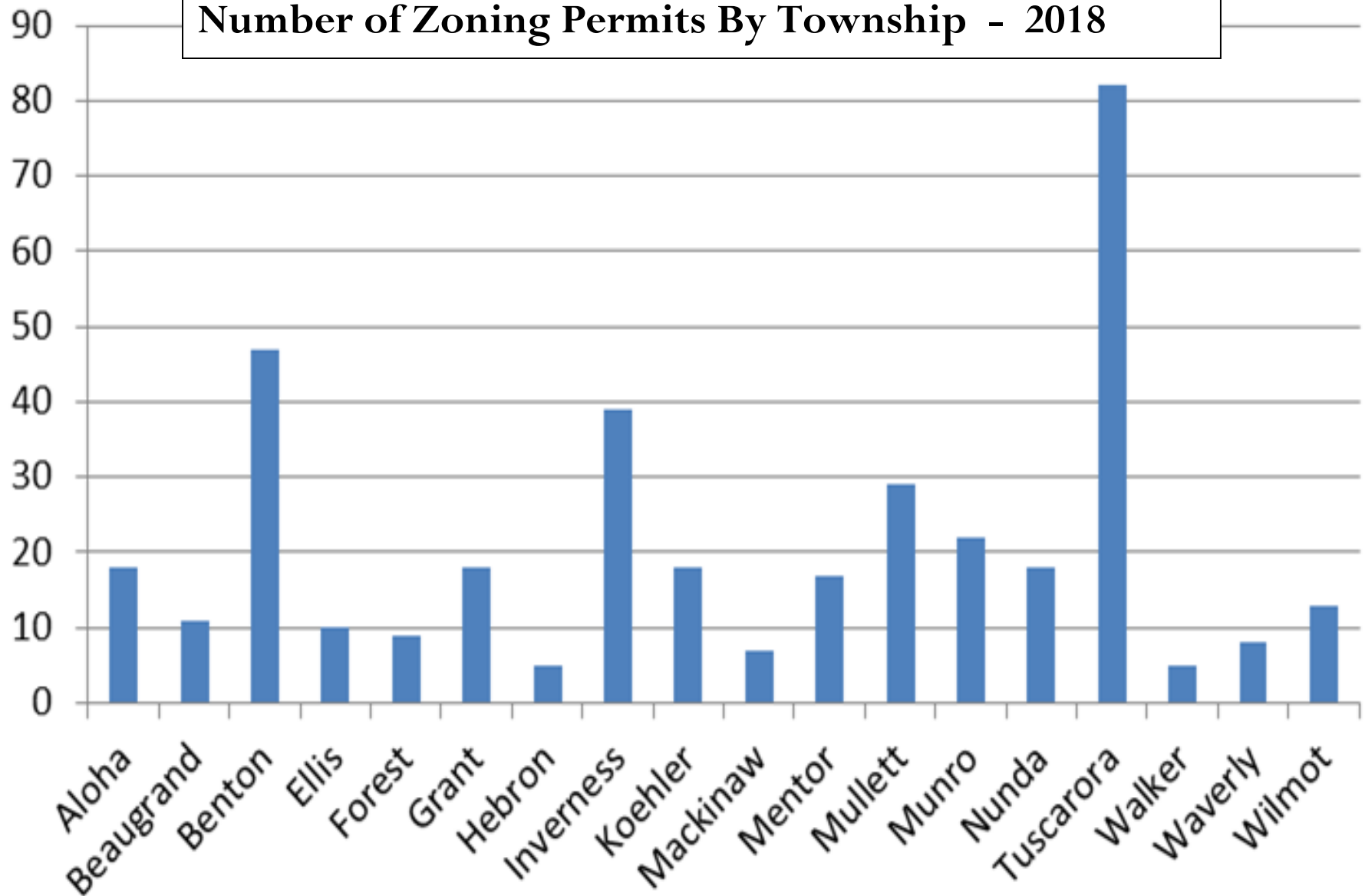
## 2018 Planning Commission Approvals by Township (Special Use Permits, Site Plan Reviews & Rezonings)



## Planning & Zoning 2017-2018 Zoning Permit Comparison



Number of Zoning Permits By Township - 2018





# CHEBOYGAN COUNTY PLANNING AND ZONING DEPARTMENT

CHEBOYGAN COUNTY BUILDING ■ 870 S. MAIN STREET, PO BOX 70 ■ CHEBOYGAN, MI 49721  
PHONE: (231)627-8489 ■ FAX: (231)627-3646  
[www.cheboygancounty.net/planning/](http://www.cheboygancounty.net/planning/)

## ATTACHMENT "A"

### MEMORANDUM

**Date:** August 29, 2019

**To:** Cheboygan County Planning Commission

**From:** Michael Turisk, Planning Director

**Re:** Report and Discussion -- Cheboygan County Zoning Enforcement

Commissioners,

Given recent discussion regarding our continued approach to enforcement of Zoning Ordinance #200, this memo provides a synopsis of primarily the background and history of zoning enforcement in Cheboygan County, as well as current enforcement process and procedure to serve as preparation for our September 4, 2019 regular meeting discussion.

#### **Background**

As you are aware, Zoning Ordinance #200 is a Cheboygan County law that regulates land use. The County has determined that the Zoning Ordinance should be enforced through the County's Municipal Civil Infraction Ordinance. Cheboygan County had enforced zoning violations as misdemeanors, with violators facing criminal prosecution and possible imprisonment until 2004. At that time the County amended the Zoning Ordinance to render zoning violations less punitive. Currently, violations are civil infractions, similar to a traffic ticket. This approach is considered optimal given that resolution, particularly via voluntary compliance, is the clear objective.

Under the law, the violation ticket can either progress before the magistrate without legal counsel, in which case the magistrate decides whether to assess a fine if determining a violation has occurred. However, both parties are afforded the option of a formal hearing. A formal hearing occurs in front of the district court judge. The district court judge has the authority to assess a fine as well as enter an order requiring the property owner to correct the violation (if it has been determined that a violation has occurred). If the violation is not remedied per the court's order, the County can file a motion to find the violator in civil contempt with the district court's order in which case additional fines, costs and penalties may be invoked. Although rarely done in practice, a violator can be jailed for up to 30 days if the court finds the violator in civil contempt. As suggested above, the goal is not to imprison violators; rather, it is to ensure compliance with civil infraction tickets.

## **Current Process and Procedure**

When a complaint is submitted, a site visit and inspection is performed by code enforcement staff and in a manner cognizant of private property rights, as, for example, the subject property cannot be entered without consent. In the absence of consent, the subject property must be viewed from either a public location (e.g., right-of-way) or a neighboring property if the neighboring property owner provides express written consent. This site visit/inspection occurs after a review of various zoning records to help staff determine the nature of the alleged violation. On rare occasion an administrative search warrant is needed to gain property access, the last appeal when all other means of property access are unsuccessful. Administrative search warrants are brought only if there is sufficient evidence to convince a judge that a search warrant is necessary to help determine the nature of the violation and, for example, if there is a risk to health, safety and welfare.

Given the unlikelihood that the majority consciously violate the Zoning Ordinance (and thus unaware of the violation), County policy is to establish and maintain a constructive, communication-driven, professional relationship that recognizes the importance of consistency and equitability. In doing so, *voluntary compliance* has been achieved by means of effective communication in the discovery phase. This is the first and best approach to resolving zoning violations.

If initial contact and verbal communication fail to resolve the violation(s), the next procedural step includes sending a Notice of Violation via First-Class Mail to the violator and/or property owner. This initial notice identifies the Zoning Ordinance section(s) determined to be infringed, and provides up to 30 days for compliance. During this period the County's Building Safety Department is informed so that said Department can determine whether a building code violation also exists. Note that zoning approval precedes building permit approval, and that a similar process applies to ensure compliance with applicable soil erosion and sedimentation controls.

If resolution is not achieved after this initial 30-day period, a second notice is mailed via Certified Mail. This second notice provides up to 14 days for compliance. If this second notice fails to compel compliance, a third and final notice that allows up to 10 days for compliance is also mailed via Certified Mail. Continued effort is made by enforcement staff throughout the process to establish and maintain contact in an attempt to achieve resolution as soon as possible. For those who do not respond and if compliance is not achieved after the exhaustion of administrative remedies, enforcement staff may then issue a citation. In situations where the violator is making reasonable progress and effort to resolve the violation(s), additional enforcement actions are stayed and the ongoing violation(s) monitored until compliance is confirmed.

If communication fails to achieve compliance, civil infraction tickets are generally the next best approach. In some cases, a violation needs to be addressed by an injunctive complaint. This is filed in the district court. Injunctive complaints allow for further discovery that is not available when enforcing violations via municipal civil infraction.

As an important aside, case law requires that individuals who are in violation be treated equitably regardless of whether previous violations have been documented.

For example, denying a zoning application on the basis of past enforcement action constitutes a violation of equal protection law. Due process must be honored and procedurally, new offenses, regardless of enforcement history, must be handled in the same manner as a new infraction.

**September 4, 2019 Agenda Item -- Cheboygan County Zoning Enforcement Report and Discussion**

Wednesday evening, staff will report on various zoning enforcement-related matters, including the ongoing violation cases (of which the majority regards building activities and the establishment/operation of non-residential uses prior to zoning approval). As well, complaints and violations categorized under “Closed, Resolved and No Violation” will be discussed, particularly those involving dismantled, non-operating, junk or unlicensed motor vehicles. Furthermore, a refresher will be provided on recent Site Plan Review, Special Use Permit, Special Use Permit Amendment and Special Use Permit Extension application approvals and their respective conditions and their anticipated enforcement approach considered.

Feel free to contact me should you have questions prior to Wednesday’s meeting.

Sincerely,

231.627.8485  
[mturisk@cheboygancounty.net](mailto:mturisk@cheboygancounty.net)

Enc.

1. Violations and Complaints -- “Closed, Resolved and No Violation”
2. Violations identified as “In Progress/Ongoing”
3. 2018-19 Planning Commission approvals

# Cheboygan County Zoning Enforcement Report

September 4, 2019

## ZONING ORDINANCE No. 200



## CHEBOYGAN COUNTY

ADOPTED: February 8, 1983  
By the County Board of Commissioners

Latest Amendment – Amendment #152  
March 1, 2019

Note: Please note that the provisions and map of the Cheboygan County Zoning Ordinance are subject to amendment and may therefore change from time to time as provided by law. Anyone having any questions on final or pending zoning amendments is hereby advised to check with the Cheboygan County Zoning Administrator.

CHEBOYGAN COUNTY PLANNING COMMISSION  
COUNTY BUILDING  
CHEBOYGAN, MI 49721





# Master Plan/Zoning Ordinance

## Principal Tools

Planning intends to:

- Promote public health, safety, welfare
  - Maintain/enhance quality of life
  - Maintain property values
- 
- Master Plan sets framework for managing growth
  - Zoning Ordinance #200 regulates land use; enforced through Municipal Civil Infraction Ordinance; tool to help implement Master Plan through establishment of zoning districts that list permitted/special uses; dimensional standards (e.g., minimum setbacks)



# Upon receipt of complaint...

Review to help determine nature of alleged violation

Site visit and inspection performed

If initial communication fails to achieve compliance:

1. Notice of Violation via First-Class Mail; provides up to 30 days for compliance
  2. Second NoV via Certified Mail; provides up to 14 days for compliance
  3. Third and final NoV; provides up to 10 days for compliance
- Continued effort throughout process to establish/maintain contact. (If reasonable progress towards compliance additional action stayed; ongoing violation(s) monitored)
  - Citation may then be issued
  - Civil infraction next. Might require an injunctive complaint (filed in district court). Injunctive complaints allow for further discovery that is not available when enforcing violations via municipal civil infraction
  - Case law requires equitable treatment



# Code Enforcement Procedure

Violations are civil infractions

Can either progress before magistrate without counsel; magistrate decides whether to assess fine. Parties afforded option of formal hearing before district court judge

- Authority to assess fine
- Enter order requiring correction

If violation is not remedied per court's order:

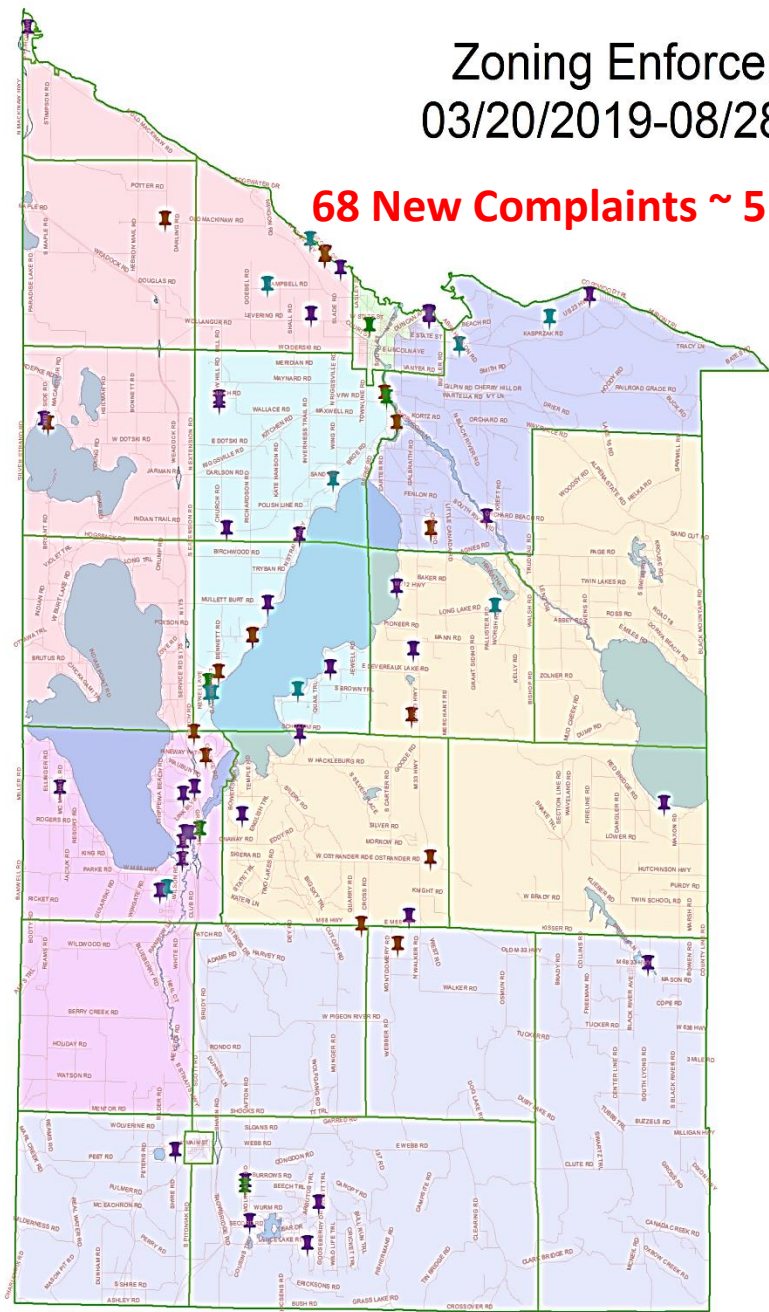
- County can file civil contempt motion (possible additional fines, costs and penalties)

Goal is *voluntary compliance*



# Zoning Enforcement 03/20/2019-08/28/2019

**68 New Complaints ~ 5 month period**



**Status**

- 📌 Closed
- 📌 In Progress
- 📌 No Violation
- 📌 Resolved

Mackinaw	- 1
Hebron	- 1
Beaumont	- 8
Munro	- 2
Inverness	- 8
Benton	- 6
Mullett	- 9
Aloha	- 4
Grant	- 1
Tuscarora	- 14
Koehler	- 4
Waverly	- 1
Ellis	- 1
Walker	- 1
Forest	- 1
Wilmot	- 1
Nunda	- 5



# Common complaints:

1. Building/operating without permit(s)
2. Junk/inoperable vehicles
3. Storage buildings used as dwellings
4. Trash; debris; “blight”
5. Campers; RVs; tents used long-term



# Zoning Enforcement Officer Setback/Soil/Enforcement Activity

June 17, 2019-August 30, 2019

Day	Date	Setback	Soil	Enforcement	Total
Mon	June 17	0	0	0	0
Tue	June 18	2	5	4	11
Wed	June 19	0	6	4	10
Thu	June 20	0	3	0	3
Fri	June 21	2	6	0	8
	<b>TOTAL</b>	<b>4</b>	<b>20</b>	<b>8</b>	<b>32</b>

Day	Date	Setback	Soil	Enforcement	Total
Mon	June 24	0	5	2	7
Tue	June 25	0	5	0	5
Wed	June 26	0	10	0	10
Thu	June 27	4	5	1	10
Fri	June 28	2	5	1	8
	<b>TOTAL</b>	<b>6</b>	<b>30</b>	<b>4</b>	<b>40</b>



# Zoning Enforcement Officer Setback/Soil/Enforcement Activity

June 17, 2019-August 30, 2019

Day	Date	Setback	Soil	Enforcement	Total
Mon	July 1	2	3	0	5
Tue	July 2	2	5	2	9
Wed	July 3	4	0	0	4
Thu	July 4	HOLIDAY			
Fri	July 5	3	0	3	6
	<b>TOTAL</b>	<b>11</b>	<b>8</b>	<b>5</b>	<b>24</b>

Day	Date	Setback	Soil	Enforcement	Total
Mon	July 8	0	5	3	8
Tue	July 9	1	3	4	8
Wed	July 10	1	5	1	7
Thu	July 11	2	3	0	5
Fri	July 12	0	3	1	4
	<b>TOTAL</b>	<b>4</b>	<b>19</b>	<b>9</b>	<b>32</b>



# Zoning Enforcement Officer Setback/Soil/Enforcement Activity

June 17, 2019-August 30, 2019

Day	Date	Setback	Soil	Enforcement	Total
Mon	July 1	2	0	3	5
Tue	July 2	2	5	2	9
Wed	July 3	4	0	0	4
Thu	July 4	HOLIDAY			
Fri	July 5	3	0	3	6
	<b>TOTAL</b>	<b>11</b>	<b>8</b>	<b>5</b>	<b>24</b>

Day	Date	Setback	Soil	Enforcement	Total
Mon	July 15	4	7	0	11
Tue	July 16	7	0	1	8
Wed	July 17	1	4	3	8
Thu	July 18	1	4	1	6
Fri	July 19	4	0	5	9
	<b>TOTAL</b>	<b>17</b>	<b>15</b>	<b>10</b>	<b>42</b>





# Zoning Enforcement Officer

## Setback/Soil/Enforcement Activity

### June 17, 2019-August 30, 2019

Day	Date	Setback	Soil	Enforcement	Total
Mon	July 22	2	5	0	7
Tue	July 23	2	5	1	8
Wed	July 24	4	6	2	7
Thu	July 25	1	3	3	12
Fri	July 26	0	0	2	2
	<b>TOTAL</b>	<b>9</b>	<b>19</b>	<b>8</b>	<b>36</b>

Day	Date	Setback	Soil	Enforcement	Total
Mon	July 29	4	5	1	10
Tue	July 30	0	5	5	10
Wed	July 31	2	0	0	2
Thu	Aug 1	5	4	0	9
Fri	Aug 2	4	0	4	8
	<b>TOTAL</b>	<b>15</b>	<b>14</b>	<b>10</b>	<b>39</b>



# Zoning Enforcement Officer

## Setback/Soil/Enforcement Activity

### June 17, 2019-August 30, 2019

Day	Date	Setback	Soil	Enforcement	Total
Mon	Aug 5	0	7	0	7
Tue	Aug 6	2	6	1	9
Wed	Aug 7	0	8	1	9
Thu	Aug 8	1	6	2	9
Fri	Aug 9	2	0	2	4
	<b>TOTAL</b>	<b>5</b>	<b>27</b>	<b>6</b>	<b>38</b>

Day	Date	Setback	Soil	Enforcement	Total
Mon	Aug 12	3	5	4	12
Tue	Aug 13	0	5	5	10
Wed	Aug 14	0	4	3	7
Thu	Aug 15	3	4	0	7
Fri	Aug 16	2	0	1	3
	<b>TOTAL</b>	<b>8</b>	<b>18</b>	<b>13</b>	<b>39</b>



# Zoning Enforcement Officer

## Setback/Soil/Enforcement Activity

### June 17, 2019-August 30, 2019

Day	Date	Setback	Soil	Enforcement	Total
Mon	Aug 19	5	5	0	10
Tue	Aug 20	0	0	2	2
Wed	Aug 21	4	8	0	12
Thu	Aug 22	1	3	2	6
Fri	Aug 23	0	0	0	0
	<b>TOTAL</b>	<b>10</b>	<b>16</b>	<b>4</b>	<b>30</b>

Day	Date	Setback	Soil	Enforcement	Total
Mon	Aug 26	6	1	0	7
Tue	Aug 27	3	0	3	6
Wed	Aug 28	1	0	2	3
Thu	Aug 29	1	0	2	3
Fri	Aug 30	20	0	0	3
	<b>TOTAL</b>	<b>11</b>	<b>1</b>	<b>7</b>	<b>19</b>



# Zoning Enforcement Officer Setback/Soil/Enforcement Activity June 17, 2019-August 30, 2019

Jun 17-Aug 30	Setback	Soil	Enforcement	TOTAL
Total	100	187	84	371



# Planning Commission Approvals

Since 2013, 150 SUPs & SPRs approved by Planning Commission, including amendments and one-year extensions:

- **91 approvals expired** (one-year approval window closed)
- **40 finalized** (final inspection requested & approved)
- **19 issued** (one-year approval window remains open)

*Addendum*  
**Cheboygan County**  
**Zoning Enforcement Report**

September 18, 2019

**ZONING ORDINANCE No. 200**



**CHEBOYGAN COUNTY**

ADOPTED: February 8, 1983  
By the County Board of Commissioners

Latest Amendment – Amendment #152  
March 1, 2019

Note: Please note that the provisions and map of the Cheboygan County Zoning Ordinance are subject to amendment and may therefore change from time to time as provided by law. Anyone having any questions on final or pending zoning amendments is hereby advised to check with the Cheboygan County Zoning Administrator.

CHEBOYGAN COUNTY PLANNING COMMISSION  
COUNTY BUILDING  
CHEBOYGAN, MI 49721



# Mileage & Inspections Data

June 18, 2019—Sept. 13, 2019

- 414 total inspections (111 Setbacks; 218 Soils; 85 Enforcement) -- 464 hrs:
  - 264.5 hrs Setbacks; Enforcement; Office
  - 199.5 hrs Soils
- **341 total inspections (97 Setbacks; 180 Soils; 64 Enforcement) for which mileage data provided -- 375 hrs:**
  - *207 hrs Setbacks; Enforcement; Office; 168 hrs Soils = 375 hrs total*
  - *97 Setbacks; 180 Soils; 64 Enforcement*
- **5,523 total miles in 47 days = 118 miles per day** (118 miles per day/45 mph (~mean) = 2.6 hrs travel per day [or 13 hrs per week])
- 375 hrs (total) – 122 hrs (travel time [2.6 hrs X 47 days]) = **253 hrs for inspections & office (or 5.4 hrs per day)** (8 hr day – 2.6 hrs travel time = 5.4 hrs per day inspections & office)
- **Average 7.2 inspections per day (5.4 hrs per day)** (341 total inspections/47 days)
  - Average of 3.4 Enforcement & Setback Inspections per day (81 minutes per day average)
  - Average of 3.8 Soil Inspections per day (55 minutes per day average)
- **Over recent 4 day period:**
  - 8 Soils (9 min per);
  - 8 Setbacks (13 min per);
  - 1 Zoning (5 min)
- **Over 47 day period:**
  - 254 hrs soils; setback; enforcement; office inspections (5.4 hrs x 47 days) -- **67.6%**
  - 122 hrs travel time (2.6 hrs x 47 days) -- **32.4%**

## ADMINISTRATOR'S REPORT

9-24-19

### PHONE SYSTEM REPLACEMENT:

The County received 12 RFP Packets from vendors for phone system replacement. Staff has met with the two vendor finalist to review equipment and system capabilities. Staff will be recommending an award of contract to Teoma for an Avaya system at the October 8, 2019 meeting.

### INDIGENT DEFENSE:

A new Michigan Indigent Defense Commission standard requires the separation of Indigent Defense services from the Courts. Currently the program is administered by the Circuit Court. The new standard will require Counties to have an assigned counsel to administer the program. Staff is preparing an RFP for posting to determine if there may interest from attorneys in the region. A regional discussion has also occurred between several Counties in northern Michigan to investigate a joint approach to meet this requirement. Crawford County has identified that they have an attorney on staff and the staff capacity to implement an Inter Local Governmental Agreement. After review of RFP's, staff will recommend either entering into a service agreement with an attorney to meet the standard or utilizing the services of Crawford through an Inter Local Agreement to meet the standard set by the MIDC. The cost of meeting this new standard would be reimbursed to the County by state indigent defense appropriations.

### MARINA:

The engineer has submitted plans and specifications for the Marina project to EGLE and the Army Corp of Engineers. The permit will be reviewed as a general permit and will be placed under public notice by EGLE.

### COUNTY BUILDING REPAIRS:

Staff has gained access to the ceiling beam area above the Treasurer's Vault. Staff will be meeting with Clark Construction to inspect the wall and beam in this area and will continue the process to obtain a quote for repair from Clark Construction.



**Cheboygan County**  
**Board of Commissioners' Meeting**  
September 24, 2019

**Title:** NCIC Inmate Communications

**Summary:** On July 9, 2019 the Cheboygan County Board of Commissioners approved moving forward in accepting NCIC Inmate Communications contract proposal and having Cheboygan County Civil Council review. Review has been completed and recommendations by Civil Counsel implemented.

**Financial Impact:** Projected revenue of \$30,000 per year

**Recommendation:** Motion to approve the five year contract between NCIC Inmate Communications and Cheboygan County and authorize the Chairperson to sign the Agreement beginning November 01, 2019 through October 31, 2024.

**Prepared by:** Sheriff Dale V. Clarmont

**Department:** Cheboygan County Sheriff Department

**Inmate Communications Agreement**

**CONTRACT BETWEEN CHEBOYGAN COUNTY AND NCIC INMATE COMMUNICATIONS, INC.**

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 1<sup>st</sup> day of November, 2019 by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and the SUBSCRIBER having its principal place of business at:

Address: 870 S Main Street

City, State & Zip code: Cheboygan, MI 49721

Contact: Lieutenant Brenda Beckwith

Phone: 231-627-8433 Fax: \_\_\_\_\_

Email address: bbeckwith@cheboygancounty.net

**WITNESSETH**

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephone, video visitation and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

**I. TERM**

(A). This Agreement shall begin on the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Telephone System (ITS), and continue in full force and effect for a period of five (5) years from such date. This Agreement can then renew under the same terms and conditions for another five (5) year period if agreed to in writing by the parties.

**II. SCOPE OF SERVICE**

**(A). Inmate Telephone System**

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

**(B). ITS Payment**

Provider will forward monthly payment to Subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 60 (%) of gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

**(C) ITS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability, by written notification to Subscriber with factual proof that rates have decreased - prior to initiation, and only upon written acknowledgement by Subscriber.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

**(D) Provider's Responsibilities - ITS**

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary by Subscriber.
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment; proper storage, storage backup, retrieval, and retention of data utilizing equipment supplied by Provider as outlined within NCIC's final RFP response and as determined necessary by Subscriber.
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment, per the Priority Levels Response Repair Times outlined on **Page 8** of NCIC's final RFP response.
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;

8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). **ITS Installation (General)**

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). **ITS System Functionality (General)**

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. All equipment shall comply with Michigan Department of Corrections (MDOC) standards for county jails.

(G). **Inmate Telephone Equipment**

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). **Video Visitation System**

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of the Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(I). **VVS Payment**

The company will forward monthly payment to subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 25 (%) of gross remote visitation session revenue associated with remote visitation originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

**(J). VVS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

**(K). Provider's Responsibilities – VVS**

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Subscriber;
2. Provide a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary by the Provider and the Cheboygan County Sheriff;
4. Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary by the Provider and the Cheboygan County Sheriff;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Remit commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.

(L). **VVS Installation (General)**

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). **VVS System Functionality (General)**

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. All equipment shall comply with Michigan Department of Corrections (MDOC) standards for county jails. The Provider shall provide remote access to authorized users for the Customer for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VVS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). **Video Visitation Equipment**

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(O). **Equipment Service & Maintenance**

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

(P) **Provider's Responsibilities Inmate Tablets (C-Pads)**

1. Provide a comprehensive Inmate Tablet solution that will allow for a range of inmate communication, educational, and facility services applications based on the requirements and approval of Subscriber;

2. Provide a comprehensive Inmate Tablet solution includes, but is not limited to, system infrastructure, network, database, servers, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new Inmate Tablet equipment at all included Facilities and any required station cabling and wireless infrastructure as determined necessary by Subscriber.
4. Systems and equipment that support the Facility's Inmate Tablet monitoring/security needs, including wireless infrastructure, Tablet charging equipment, proper storage, storage backup, retrieval, and retention of data utilizing equipment supplied by Provider as outlined within NCIC's final RFP response and as determined necessary by Subscriber.
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical Tablet session transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Inmate Tablet system and equipment, per the Priority Levels Response Repair Times outlined on Page 8 of NCIC's final RFP response.
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of Inmate Tablet services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL revenue-generating Tablet services and monthly revenue statements provided, upon request.

### **III. General Policies**

#### **(A). Termination**

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### **(B). Indemnification**

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

#### **C). Provider's Insurance**

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider desires to transfer authority of the Facility covered by this Agreement, then Provider shall provide written notice of the proposed assignment to Subscriber no less than thirty (30) days prior to the effective date of the assignment and shall seek consent from the Subscriber to such assignment, which consent shall not be unreasonably withheld.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Michigan.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain inmate telephones and/or other inmate communications systems specifically outlined in this Agreement within the designated areas of the jail or property as directed by the Sheriff for the purpose of inmate use. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, , tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.



(J). Circumstances Uncontrollable by Provider

We reserve the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Providers business, however, we shall not unreasonably exercise such right. Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

(K). Adherence to RFP Response

Unless otherwise outlined herein, it is understood that Provider shall adhere to all aspects of Subscriber's final response to **Request for Proposal – Inmate Phone, C-Pad and Video Visitation Services**, included as **Attachment C** of this Agreement.

SUBSCRIBER

PROVIDER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

William L. Pope  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A  
CALLING RATES, FEES AND COMMISSIONS**

CALL TYPE	PREPAID COLLECT		CARDLESS DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL:	\$0.00	\$0.20	\$0.00	\$0.20
INTRALATA / INTRASTATE:	\$0.00	\$0.20	\$0.00	\$0.20
INTERLATA / INTRASTATE:	\$0.00	\$0.20	\$0.00	\$0.20
INTERLATA / INTERSTATE:	\$0.00	\$0.20	\$0.00	\$0.20
MEXICO:	\$0.00	\$0.25	\$0.00	\$0.25
ALL OTHER INTERNATIONAL:	\$0.00	\$0.35	\$0.00	\$0.35
PROPOSED REVENUE-SHARE:	60% of TRUE Gross Call Revenue (Including Interstate)			
GUARANTEED COMMISSION AMOUNT:	\$35.00 per Inmate, per Month*			
MINIMUM MONTHLY GUARANTEE (MMG):	\$2,730.00* (\$35.00 * 78 ADP)			
SIX MONTHS PRE-PAID COMMISSION:	\$16,380.00**			

**INMATE TELEPHONE SYSTEM - FEES**

CHARGE/FEE NAME	AMOUNT
LIVE OPERATOR TRANSACTION FEE:	\$5.95
AUTOMATED OPERATOR TRANSACTION FEE:	\$3.00
WEB TRANSACTION FEE:	\$3.00

**ADDITIONAL TECHNOLOGIES**

CHARGE/FEE NAME	AMOUNT
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	\$0.38
ON-SITE VIDEO VISITATION:	No Charge
SECURE INMATE MESSAGING – PER MESSAGE RATE:	\$0.50 Incoming / Outgoing Message
INMATE TABLET MULTIMEDIA (Music, Games, Movies, etc.) – PER MINUTE RATE:	\$0.03/Minute
REMOTE VIDEO VISITATION / MESSAGES / TABLET REVENUE – COMMISSION:	25%

\*  
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The Minimum Monthly Guarantee (MMG) is based on the Average Daily Population (ADP), which is calculated based on average number of active inmate PINs for each traffic month.

**\*\*The Pre-Paid Commission will be remitted to Cheboygan County within ten (10) days of ITS installation.**

**ATTACHMENT B**  
**CUSTOMER PRODUCT LIST**

<u>NCIC CUSTOMER PRODUCT / SERVICE</u>	<u>COST TO COUNTY</u>
INMATE CALL ENGINE (INMATE PHONE SYSTEM):	\$0.00
INMATE PHONE and VISITATION MONITORING / RECORDING:	\$0.00
VIDEO VISITATION SERVICES	\$0.00
INMATE GRIEVANCE VOICEMAIL	\$0.00
INMATE LAW LIBRARY	\$0.00
INMATE VOICEMAIL FEATURE	\$0.00
REAL-TIME CARDLESS DEBIT	\$0.00
INMATE I.D. SYSTEM	\$0.00
INTEGRATION with JMS and COMMISSARY	\$0.00
ONLINE/LIVE OPERATOR ACCOUNT SET UP	\$0.00
ANYTIME VOICEMAIL and BROADCASTING	\$0.00
INSTALLATION, TRAINING and MAINTENANCE	\$0.00
REAL-TIME INVESTIGATION ALERTS	\$0.00
LIVE MULTILINGUAL CALL CENTER	\$0.00
GOOGLE MAPS/REVERSE LOOKUP	\$0.00
INVESTIGATIVE BRIEFCASE	\$0.00
VOICE BIOMETRICS	\$0.00
INMATE IN-CELL KIOSKS	\$0.00
INMATE TABLETS (C-Pads)	\$0.00

**ATTACHMENT C**  
**NCIC's FINAL RFP RESPONSE**

**Cheboygan County**  
**Board of Commissioners' Meeting**  
September 24, 2019

**Title:** 2019 Mobile Data Terminals (MDT)

**Summary:** The Cheboygan County Sheriff Department is requesting the Cheboygan County Board of Commissioners approve the purchase of five (5) MDTs to include the necessary accessories and installation for outfit in patrol vehicles.

**Financial Impact:** \$18,446

**Recommendation:** I recommend the Cheboygan County Board of Commissioners make a motion to allow the purchase of (5) GETAC MDTs to include the necessary accessories and installation and authorize the necessary budget adjustments.

**Prepared by:** Sheriff Dale V. Clarmont

**Department:** Cheboygan County Sheriff Department





# CHEBOYGAN COUNTY SHERIFF DEPARTMENT

**DALE V. CLARMONT**  
SHERIFF

TIMOTHY C. COOK  
UNDERSHERIFF

870 S. Main St.  
Cheboygan, MI 49721

231-627-3155  
Fax: 231-627-8880  
[sheriff@cheboygancounty.net](mailto:sheriff@cheboygancounty.net)

Brenda Beckwith  
Jail Administrator

Jodi Beauchamp  
Administrative Assistant

September 24, 2019

To: Cheboygan County Board of Commissioners  
Administrator Jeff Lawson

From: Sheriff Dale V. Clarmont

Ref: **2019 Mobile Data Terminals (MDT)**

I would like to take this opportunity to briefly outline my proposal to purchase five (5) new MDT systems for our patrol vehicles.

#### INFORMATION:

With current computer updates, and upgrades from Microsoft with regards to the advancement of Windows technology The Cheboygan County Sheriff's Department is requesting five (5) new MDT systems for patrol vehicles.

#### HISTORY:

The Cheboygan County Sheriff Department currently operates Panasonic Tough Book Mobile Data Terminals in patrol vehicles. These computers operate through CCE 911 via modems that connect LEIN, CAD and other operating systems. Some of these MDTs are nearing 10 years old. Technology for the tri-county is moving toward over the air modems and windows 10 rendering our current systems obsolete.

#### Reasoning:

The replacement of these MDTs is for several reasons, which I will briefly outline:

- The Cheboygan County Sheriff Department utilizes MDTs for computer operations in all patrol vehicles
- Computer operations include LEIN, RMS, CAD, Video, Reports, Communication
- Technology is always advancing. Some of our current MDTs are nearing 10 years old and they do not support the new technology required
- Without the new technology we will not be compatible with the advancement of CCE 911 or with law enforcement in the tri-county area
- New technology provides faster delivery, safety, security and service to the deputies and the public.



# CHEBOYGAN COUNTY SHERIFF DEPARTMENT

**DALE V. CLARMONT**  
SHERIFF

TIMOTHY C. COOK  
UNDERSHERIFF

870 S. Main St.  
Cheboygan, MI 49721

231-627-3155  
Fax: 231-627-8880  
[sheriff@cheboygancounty.net](mailto:sheriff@cheboygancounty.net)

Brenda Beckwith  
Jail Administrator

Jodi Beauchamp  
Administrative Assistant

The Cheboygan County Sheriff Department utilizes TeleRad as the sole vender for police vehicle equipment.

To sustain our current capability utilizing the operations of the MDT systems, the cost breakdown is as follows:

**Costs:**

One (1) GETAC MDT system with needed operating accessories \$5,000

This will be purchased with revenue from the approved  
2018 Operation Stonegarden Grant

**TOTAL: \$5,000**

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Two (2) GETAC MDT systems with needed operating accessories \$15,599

Two (2) GETAC MDT systems with needed operating accessories \$12,497

**TOTAL: 28,096**

**Cost offset:**

Sheriff Department budget line item 101-301-975.22 maintenance/equipment 7,150

Sheriff Department budget line item 101-301-977.22 computer hard/soft maint 2,500

**TOTAL: \$18,446**

Respectfully Submitted:

Sheriff Dale V. Clarmont



2351 S. CASS RD  
TRAVERSE CITY, MI 49684

Jessica Spindler  
231-740-2104  
Jessica\_Spindler@Tele-Rad.cc

## Quotation

To: **Cheboygan County Sheriff**  
1 2020 Interceptor w/ swing mount  
A140 with internal modem,1 MP70

Date: 9/13/19  
Terms: Net 30  
Expires: 9/25/2019

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	GETAC : A140 LTE,Intel Core i5-6200U Processor 2.3GHz,(No Webcam),Microsoft Windows 10 Pro x64 with 8GB RAM,128GB SSD,Sunlight Readable (LCD+ Touchscreen),US Power Cord,Wifi+BT+GPS+4G LTE+Passthrough,Micro SD, LAN x 2, 3 Year Warranty B2B	\$3,000.00	\$3,000.00
1	Rear Facing Camera	\$199.00	\$199.00
1	Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty (For docking station)	\$110.00	\$110.00
1	Getac Rugged Keyboard with Smart card and USB2.0, 3 year warranty (US)	\$399.00	\$399.00
1	Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle	\$393.00	\$393.00
1	SIERRA WIRELESS MP70	\$899.00	\$899.00
<b>Total</b>			<b>\$5,000.00</b>





2351 S. CASS RD  
 TRAVERSE CITY, MI 49684

Jessica Spindler  
 231-740-2104  
 Jessica\_Spindler@Tele-Rad.cc

## Quotation

To: **Cheboygan County Sheriff**  
 3 2020 Interceptor w/ swing mount  
 A140 with internal modem, 3 MP70

Date: 9/13/19  
 Terms: Net 30  
 Expires: 9/25/2019

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2	GETAC : A140 LTE, Intel Core i5-6200U Processor 2.3GHz, (No Webcam), Microsoft Windows 10 Pro x64 with 8GB RAM, 128GB SSD, Sunlight Readable (LCD+ Touchscreen), US Power Cord, Wifi+BT+GPS+4G LTE+Passthrough, Micro SD, LAN x 2, 3 Year Warranty B2B	\$3,000.00	\$6,000.00
2	Rear Facing Camera	\$199.00	\$398.00
3	GETAC : Havis Triple Pass-Through Vehicle Dock with Port Replicator & bracket. DC Power Adaptor sold separately (A140)	\$795.00	\$2,385.00
2	Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty (For docking station)	\$110.00	\$220.00
3	Airgain-AP-GTC-MMF-CWG-Q-BL-19, Cell/LTE, WiFi, GNSS, 19ft coax, color black, new form factor (Threaded bolt)	\$185.00	\$555.00
2	Getac Rugged Keyboard with Smart card and USB2.0, 3 year warranty (US)	\$399.00	\$798.00
3	Brother PocketJet 762 Printer with power adaptor	\$420.00	\$1,260.00
3	Brother PocketJet Printer Mount for Ford Interceptor Utility	\$175.00	\$525.00
3	Magnetic Mount for Keyboard	\$75.00	\$225.00
2	Swing Up Device Mount for Ford 2020 Interceptor Utility Vehicle	\$400.00	\$800.00
2	SIERRA WIRELESS MP70	\$899.00	\$1,798.00
3	3 YEAR ES	\$80.00	\$240.00
3	SHARK FIN STYLE ANTENNA	\$365.00	\$1,095.00
0	UPGRADE TO FIRSTNET	\$214.00	\$0.00
1	If ordered by 9/27/19 deduct \$230.00. This offer is for Net 30 term only and 0% finance offer will not apply.	-\$700.00	-\$700.00
<b>Total</b>			<b>\$15,599.00</b>



2351 S. CASS RD  
 TRAVERSE CITY, MI 49684

Jessica Spindler  
 231-740-2104  
 Jessica\_Spindler@Tele-Rad.cc

## Quotation

To:

**Cheboygan County Sheriff**  
 2 Chevy Tahoe K9 units w/ existing pass mount  
 A140 with internal modem, 1 MP70

Date: 9/13/19  
 Terms: Net 30  
 Expires: 9/25/2019

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2	GETAC : A140 LTE, Intel Core i5-6200U Processor 2.3GHz, (No Webcam), Microsoft Windows 10 Pro x64 with 8GB RAM, 128GB SSD, Sunlight Readable (LCD+ Touchscreen), US Power Cord, Wifi+BT+GPS+4G LTE+Passthrough, Micro SD, LAN x 2, 3 Year Warranty B2B	\$3,000.00	\$6,000.00
2	Rear Facing Camera	\$199.00	\$398.00
2	GETAC : Havis Triple Pass-Through Vehicle Dock with Port Replicator & bracket. DC Power Adaptor sold separately (A140)	\$795.00	\$1,590.00
2	Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty (For docking station)	\$110.00	\$220.00
2	Airgain-AP-GTC-MMF-CWG-Q-BL-19, Cell/LTE, WiFi, GNSS, 19ft coax, color black, new form factor (Threaded bolt)	\$185.00	\$370.00
2	Getac Rugged Keyboard with Smart card and USB2.0, 3 year warranty (US)	\$399.00	\$798.00
2	Brother PocketJet 762 Printer with power adaptor	\$420.00	\$840.00
2	Brother PocketJet Printer Mount for Ford Interceptor Utility	\$175.00	\$350.00
2	Adapter to mount on existing passengerside mount	\$22.00	\$44.00
2	A140 mount to passengerside mount	\$74.00	\$148.00
2	Magnetic Mount for Keyboard	\$75.00	\$150.00
2	Installation A140 & mounting adapters	\$160.00	\$320.00
1	SIERRA WIRELESS MP70	\$899.00	\$899.00
1	3 YEAR ES	\$80.00	\$80.00
1	SHARK FIN STYLE ANTENNA	\$365.00	\$365.00
0	UPGRADE TO FIRSTNET	\$214.00	\$0.00
1	Modem installation	\$320.00	\$320.00
1	If ordered by 9/27/19 deduct \$230.00. This offer is for Net 30 term only and 0% finance offer will not apply.	-\$395.00	-\$395.00

**Total** \$12,497.00



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# Cheboygan County Board of Commissioners' Meeting

September 24, 2019

**Title:** Letter of Support – NEMCSA’S Head Start/Early Head Start grant proposal.

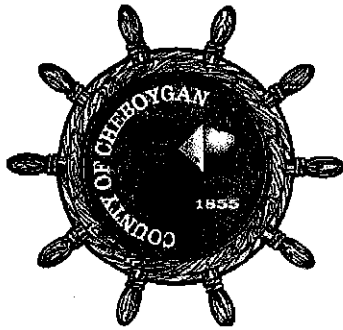
**Summary:** NEMCSA is applying for grant funding to continue providing quality Head Start/Early Head Start services to qualifying children and their families.

**Financial Impact:** N/A

**Recommendation:** Motion to approve the Letter of Support for NEMCSA’s Head Start/Early Head Start grant proposal.

**Prepared by:** Jeffery B. Lawson

Department: Administration



## BOARD OF COMMISSIONERS

County Building  
P.O. Box 70, Room 131  
Cheboygan, Michigan 49721

Tel ~ (231) 627-8855  
Fax ~ (231) 627-8881  
E-mail ~ [ccao@cheboygancounty.net](mailto:ccao@cheboygancounty.net)

September 24, 2019

Sue Zolnierek  
Central Office Associate  
NEMCSA  
2375 Gordon Road  
Alpena, MI 49707

Dear Ms. Zolnierek:

On behalf of Cheboygan County, we are writing to express our support of Northeast Michigan Community Service Agency's (NEMCSA) Head Start/Early Head Start grant proposal to provide high-quality comprehensive services to children and their families in northeast Michigan.

Cheboygan County has been collaborating with NEMCSA for many years in several service areas. NEMCSA's Head Start/Early Head Start program provides critical services and is the cornerstone for low income children and their families for school preparedness and providing education to help families to improve their home environment.

We have full confidence in NEMCSA's ability to continue to implement the Head Start/Early Head Start program with its qualified, dedicated staff, and strong fiscal and programmatic oversight. NEMCSA's services to young children and families are essential. We strongly support NEMCSA's Head Start/Early Head Start grant proposal and look forward to continued collaboration with the agency.

Sincerely,

John B. Wallace, Chairman  
Cheboygan County Board of Commissioners

District 1  
Mary Elen Tryban

District 2  
Richard B. Sangster  
Vice-Chairman

District 3  
Michael Newman

District 4  
Cal Gouine

District 5  
Roberta Matelski

District 6  
John B. Wallace  
Chair

District 7  
Steve Warfield



# Cheboygan County

## Board of Commissioners' Meeting

September 24, 2019

**Title:** Memorandum Of Understanding Hope Network Development Corporation.

**Summary:** Hope Network Housing Development Corporation, a non-profit organization, is proposing to construct and operate an affordable independent housing development near 420 S. Huron Street within the City of Cheboygan. Hope Network is pursuing a low income tax credit for the project. A component of scoring for the tax credit is the availability of public transportation. Currently Straits Regional Ride service is provided Monday through Friday. The Memorandum of Understanding is requesting service be extended within the City of Cheboygan Area on Saturday's and Sunday's from 8 a.m. to Noon. The cost of extending Saturday and Sunday service is estimated at \$25,000. Currently state and federal reimbursement is approximately 50% for an estimated cost to the County of \$12,500 prior to any fair box collection. The MOU pledges services will be provided. The agreement can be terminated with 30-day notice. Hope Network's filing deadline to receive tax credit consideration is October 1, 2019.

**Financial Impact:** Estimated \$25,000 with 50% state and federal reimbursement for potential cost of \$12,500 to County.

**Recommendation:** For Board Consideration.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

## **MEMORANDUM OF UNDERSTANDING**

*between*

Hope Network Housing Development Corporation

*and*

Cheboygan County/Straits Regional Ride

This Memorandum of Understanding (Memorandum) is entered into and made effective as of this \_\_\_\_ day of September, 2019 (Effective Date), between the Hope Network Affordable Independent Living Nonprofit Housing Corporation – a Michigan non-profit corporation doing business under the registered name "Hope Network Housing Development Corporation", whose registered office is located at 3075 Orchard Vista Dr. SE, Grand Rapids, MI, 49546, and whose principal place of business in Cheboygan is anticipated to be located at 420 S. Huron St., Cheboygan, MI, 49721 (Hope) – and Cheboygan County / Straits Regional Ride – whose principal place of business is located at 521 Stempky Street, Suite B, Cheboygan, MI 49721 (SRR). Hope and Cheboygan County/ SRR are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

### **I. PURPOSE AND SCOPE.**

- A. Hope is seeking public and private financing, awards, and grants to construct and operate affordable independent housing in Cheboygan, Michigan near 420 S. Huron Street (“Cheboygan Project”).
- B. SRR operates a specialized, public transportation program that would benefit the potential tenant population at the Cheboygan Project, particularly tenants with developmental disabilities or mental illness.
- C. As a result, Hope and SRR are entering into this Memorandum for the purpose of allocating the duties and responsibilities of each Party related to their programs and operations, which duties and responsibilities are conditional upon Hope’s receipt of a Low Income Housing Tax Credit (LIHTC) award in 2019 or 2020 for the Cheboygan Project.

### **II. RESPONSIBILITIES OF THE PARTIES UNDER THIS MOU.**

- A. *Costs.* Each Party shall be solely responsible for any and all costs associated with their responsibilities and operations under this Memorandum.
- B. *Cheboygan County/ SRR.* SRR will:
  - a. Permit Cheboygan Project residents to use the Straits Regional Ride demand-response service in accordance with program requirements and customary fares for the users of the Dial-A-Ride service;
  - b. Make Straits Regional Ride demand-response service available to Cheboygan Project residents on Saturdays and Sundays between 8 A.M. and noon; and
  - c. Permit Hope at its own cost to coordinate transportation with other community providers and/or to provide the transportation with its own resources outside the customary and foregoing SRR service area or schedule.

C. *Hope*. Hope will:

- a. Coordinate with SRR to encourage staff and residents to utilize the Dial-A-Ride service to and from the Cheboygan Project; and
- b. Coordinate community resources to assure that adequate transportation options are available when the SRR schedule or service area does not match the demand.

D. *Joint*. Each Party will communicate promptly to the other Party any new developments or problems that could potentially have an impact on the other Party including, but not limited to, change in executive leadership, reductions in services, or a change in purpose or mission.

### **III. PARTY CONTACTS.**

The principal contacts for the Parties, which may be updated from time to time upon written notice to the other Party, are:

A. Hope:

Hope Network Housing Development Corporation  
ATTN: Andrew Nicks  
795 36<sup>th</sup> Street SE  
Wyoming, MI 49548  
Phone: 616-248-5100

B. SRR:

Straits Regional Ride  
ATTN: SRR Manager  
521 Stempky Street, Suite B  
Cheboygan, MI 49721  
Phone: 231-597-9262

### **IV. COMPLIANCE WITH THE LAW.**

Each Party, while engaging in any activity pursuant to this Memorandum, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

### **V. NONDISCRIMINATION.**

Each party, as applicable, shall not discriminate against any employee, applicant for employment, member or other person, or any applicant for services, with respect to hiring, tenure, terms, conditions or privileges of employment, programs or services provided, or any matter directly, or indirectly related to employment, services, or service delivery and access, due to a person's race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position, in accordance with, as amended, the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976 (MCL §37.2101 et seq.); the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976 (MCL §37.1101 et seq.); Title VI of the Civil Rights Act of 1964, Pub. L. 88-352, 878 Stat. 252 (42 USC §2000d et seq.); the Age Discrimination Act of 1975, Pub. L. 94-135, 89 Stat. 728 (42 USC §6101 et seq.); the Americans with Disabilities Act of

1990. Pub. L. 101-336, 104 Stat. 330 (42 USC §12101 et seq.); the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 394 (including but not limited to 29 USC §794); and any other federal, state or local law forbidding discrimination against any individual in employment, public accommodation, housing, or the receipt of public services.

#### **VI. NO JOINT VENTURE & STATUS OF EMPLOYEES.**

- A. Regardless of any terms used in this Memorandum, the Parties agree they are not entering into a partnership, joint venture, association, syndicate, unincorporated business or other separate entity providing for shared resources, costs, obligations, revenues, profits or similar except as may be expressly provided in a separate agreement between the Parties. Neither Party will refer to or treat the arrangements under this Memorandum as a partnership, joint venture, association, syndicate, unincorporated business or other separate entity.
- B. At no time shall an employee of one Party be considered an employee or agent of the other Party in the performance of services under this Memorandum. Each Party shall be solely and completely liable for their respective employees' compensation, overtime wages, expenses, tax withholding (for any tax including, but not limited to, income, payroll, or employment taxes), fringe benefits, pension and/or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursement of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, and/or any other statutory or contractual right or benefit based on in any way related to their respective employment relationships.

#### **VII. ALLOCATION OF LIABILITY.**

Each Party to this Memorandum will remain responsible for any claims arising out of that Party's performance of this Memorandum, as provided for in this Memorandum or by law. This Memorandum is intended neither to increase or decrease either Party's liability for or immunity from tort claims nor be interpreted as giving either Party a right of indemnification either by contract or at law for claims arising out of the performance of this Memorandum.

#### **VIII. EXCLUSION FROM STATE AND FEDERAL GOVERNMENTAL PROGRAMS.**

- A. For the purposes of this Section, "Governmental Programs" shall be defined as the following: any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the state or federal government – including, but not limited to, the Medicare Program, the Medicaid Program, the Maternal and Child Health Services Block Grant Program.
- B. Each Party represents that, as of the Effective Date of this Memorandum, each Party and any of their agents or employees providing services under this Memorandum have never (i) been excluded, debarred, suspended or been otherwise determined to be, or identified as, ineligible to participate in any Governmental Program or is about to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate in any Governmental Program, (ii) received any information or notice, or become aware, by any means or methods, that it is the subject of any



investigation or review regarding its participation in any Governmental Programs, or (iii) been convicted of any crime relating to any Governmental Program.

- C. Each Party further represents and warrants that it has an ongoing process to identify when it or one of its employees or agents has been or is about to be subject to exclusion from participation in any Governmental Program, and agrees to notify the other Party within one (1) business day of its becoming aware of any of the foregoing information, notice, actions or events during the term of this Memorandum. The listing of either Party or any of its employees or agents on the Office of Inspector General's (OIG) exclusion list, the General Services Administration's list of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website), the Food and Drug Administration's (Office of Regulatory Affairs) listing, the Michigan Department of Community Health Sanctioned Provider List (MDCH website), or any other exclusion list maintained by Medicare and/or Medicaid for excluded individuals and entities shall constitute "exclusion" for purposes of this Section.
- D. Regardless of any other term of this Memorandum, in the event that either Party or any of its employees or agents providing services under this Memorandum is excluded from any Governmental Program, this Memorandum shall immediately terminate.

#### **IX. CONFIDENTIALITY.**

"Confidential information" includes all confidential or proprietary information regarding each Party and its respective affiliates' operations, patients, the terms of this Memorandum, policies and procedures, financial information, contracting procedures, strategic, business and marketing plans, architectural plans and facility designs, and terms of any other agreements to which it is a party. Each Party, during the term of this Memorandum and thereafter, will not, without the express written consent of the other Party, directly or indirectly communicate or divulge, or use for its own benefit or the benefit of any other person, firm, association or client, any of the Party or its affiliates' proprietary data or other confidential information, which were communicated to or otherwise learned by the other Party in the course of the relationship covered by this Memorandum. Either Party may, however, disclose such matters to the extent that disclosure is required (A) in the course of the relationship with the other Party, (B) by a court or governmental agency of competent jurisdiction, or (C) as required by law.

#### **X. FAIR MARKET VALUE.**

The Parties agree that this Memorandum is an arms-length transaction, and any compensation and consideration contemplated under this Memorandum is for fair market value and does not contemplate the volume of any referrals.

#### **XI. WAIVERS.**

No failure or delay on the part of either of the Parties to this Memorandum in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power, or privilege preclude any other or future exercise of any right, power, or privilege preclude any other or future exercise of any other rights, power, or privilege.

**XII. RESERVATION OF RIGHTS.**

This Memorandum does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

**XIII. FORCE MAJEURE.**

Each Party shall be excused from any obligations under this Memorandum during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control – including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

**XIV. ASSIGNMENT.**

Neither Party may assign any of its rights or delegate any of its obligations under this Memorandum without the written consent of the other Party, which other Party may provide in its sole and absolute discretion; provided, however, that Hope may assign and delegate this Memorandum to another wholly-controlled subsidiary of Hope Network Housing Development Corporation, regardless of whether such control is direct or indirect, that constructs and operates the Cheboygan Project.

**XV. AMENDMENT.**

This Memorandum may be amended only by prior written consent of the Parties.

**XVI. MEMORANDUM DURATION AND TERMINATION.**

This Memorandum shall be effective on the Effective Date and shall continue until terminated by either Party upon 30 days written notice delivered to the other Party.

**XVII. DISREGARDING TITLES & APPLICABLE LAW.**

The titles of the sections set forth in this Memorandum are for convenience and reference only and shall be disregarded when construing or interpreting any of the provisions of this Memorandum. This Memorandum shall be governed by and construed and enforced in accordance with laws of the State of Michigan without regard to its conflicts of law principles.

**XVIII. COUNTERPARTS.**

The Parties may execute this Memorandum individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Memorandum. Further, the parties agree that the exchange of executed copies of this Memorandum and its signature pages by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Memorandum as to the Parties, may be used in lieu of the original Memorandum for all purposes, and the signatures transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

**XIX. COMPLETENESS OF THE MEMORANDUM.**

This Memorandum contains all the terms and conditions agreed upon by the Parties hereto, and no other memoranda or agreements, oral or otherwise, regarding the subject matter of this Memorandum or any part thereof, shall have any validity or bind either of the Parties hereto.

**XX. AUTHORITY.**

The persons signing this Memorandum on behalf of the Parties hereby certify by their respective signatures that they are duly authorized to sign this Memorandum.

**SIGNATURES**

HOPE NETWORK HOUSING DEVELOPMENT CORP.

CHEBOYGAN COUNTY/STRAITS REGIONAL  
RIDE:

By: /s/ \_\_\_\_\_

Virgie Ammerman  
Title: Executive Director of Housing &  
Community Development

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

By: /s/ \_\_\_\_\_

John B. Wallace  
Title: Cheboygan County Board of  
Commissioners Board Chairman

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