

February 23, 2010

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:30 a.m. by Chairman Ken Glasser. Invocation by Commissioner Clark Bates, followed by the Pledge of Allegiance led by Commissioner Mike Hyde.

Roll call:

Present: Clark Bates, Paul Beachnau, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde.

Excused: Paul Liss, Bruce Brown.

Motion by Commissioner Robert Harkness, to approve the regular minutes of February 9, 2010 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve FY 2009 General Fund Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2010 Court Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2010 Various Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the AT&T building sales agreement.

Department Head Report:

Joe Ferrigan updated the Board on Land Use Services.

Maureen Derenzy reported on the Library.

Committee Reports:

Motion by Commissioner Paul Beachnau, to approve the updated Otsego County Fee Schedule. Ayes: Clark Bates, Paul Beachnau, Robert Harkness, Erma Backenstose, Doug Johnson, Mike Hyde. Nays: Ken Glasser. Excused: Paul Liss, Bruce Brown. Motion carried. (see attached)

Motion by Commissioner Paul Beachnau, to approve the 2008 Homeland Security Program Grant Consultant Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Beachnau, to approve the Arrow sanitation Recycling Bin Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Beachnau, to approve the Conservation District Recycling Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Beachnau, to approve the cost of \$50 per week from May 2010 through April 2011 for the use of the Crossroads Industries building for recycling and for the provision of a staff person to man the facility during recycling collection days. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, to approve the Emmet County Recycling agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Mike Hyde, to adopt Resolution OCR 10-03 for Bus System State Financial Assistance.

Roll Call Vote:

Ayes: Clark Bates, Paul Beachnau, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde.

Nays: None.

Excused: Paul Liss, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, to recommend the Hazardous Material Spill Notification Ordinance to the Northwest Michigan Community Health Agency. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Robert Harkness, to adopt Resolution OCR-10-04 approving the amendment of the State's Waterways Grant-in-Aid Program Agreement.

Roll Call Vote:

Ayes: Paul Beachnau, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Clark Bates.

Nays: None.

Excused: Paul Liss, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Commissioner Clark Bates received a letter from the City of Gaylord regarding the Animal Shelter.

Motion by Commissioner Paul Beachnau, to rescind action to allow construction drawings of new animal control facility, to send topic back to justice and public safety committee to review a cost and payment plan not to exceed timeline of current expiration of animal control millage and explore additional locations. Motion by Commissioner Robert Harkness to amend above motion to delete "not to exceed timeline of current expiration of animal control millage" Vote on amendment: Ayes: Clark Bates, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde. Nays: Paul Beachnau. Excused: Paul Liss, Bruce Brown. Vote on amended motion ayes-Unanimous. Motion carried as amended.

New Business:

Motion by Commissioner Clark Bates, to approve the February 16, 2010 Warrant in the amount of \$194,081.76 as presented. Motion by Commissioner Mike Hyde to amend above motion to remove Functional Fitness Unleashed for \$3200, line 292-662-940.010. Item to be brought through proper authorization in our Purchasing Policy. Vote on amendment ayes-Unanimous. Vote on amended motion ayes: Unanimous. Motion carried as amended.

Motion by Commissioner Mike Hyde, to approve the February 23, 2010 Warrant in the amount of \$512,064.79 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Erma Backenstose, to adopt Resolution OCR-10-05 in support of Merit Phase 2 American Recovery and Reinvestment Act grant application for continued expansion of their middle mile network throughout the Northern Lower Third of Michigan.

Roll Call Vote:

Ayes: Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Clark Bates, Paul Beachnau.

Nays: None.

Excused: Paul Liss, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, to approve the lease agreement with North Country Community Mental Health for the ground floor and for the first floor of the Alpine Center. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Beachnau, to approve the amended Otsego County Purchasing Policy as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Robert Harkness, to adopt Resolution OCR-10-06 Substance Abuse Treatment and Prevention Allocation.

Roll Call Vote:

Ayes: Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Clark Bates, Paul Beachnau, Robert Harkness.

Nays: None.

Excused: Paul Liss, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Maureen Derenzy reported on phase I of the Library.

Board Remarks:

Commissioner Robert Harkness: NEMCOG.

Meeting adjourned at 11:41 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyer, Otsego County Clerk



OTSEGO COUNTY
BUDGET AMENDMENT

#2009
Amendment

FUND/DEPARTMENT: General fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Additional payment to liability insurance retention fund

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-941 - 999-000 - Contingency	\$	\$ 11,812
101-851 - 930-100 - Insur & Bonds	\$ 11,812	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 11,812	\$ 11,812

Rachel Frisch
Department Head Signature

2/16/10
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 262-662

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
- - -	\$	\$
- - -	\$	\$
- - -	\$	\$
- - -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
292 - 662 - 940.010	\$	\$ 1,300.00
292 - 662 - 704.600	\$ 1,300.00	\$
- - -	\$	\$
- - -	\$	\$
- - -	\$	\$
- - -	\$	\$
Total	\$	\$

Tracy J. Cruz
Department Head Signature

2/3/2010
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (If necessary)

Budget Adjustment #

Posting Number

** to cover transporters workers' comp insurance*

Otsego County Fee Schedule

AIRPORT

Landing Fees (waived with minimum fuel purchase):

Commercial	Minimum Fuel	
Single Piston	20 Gallons	\$20.00
Single Turbine	40 Gallons	\$25.00
Twin Piston	40 Gallons	\$25.00
Turbo Prop/Light Jets	80 Gallons	\$50.00
Jets Over 20,000 lbs.	160 Gallons	\$80.00

Other Fees:

Cold Hangar		\$50.00
Additional Night		\$25.00
Heated Hangar Nightly		\$85.00
Forklift		\$50.00
De-Ice	\$40.00 plus \$13.00 a Gallon	
Parking light Aircraft		\$5.00
Parking Turbine/Jets		\$25.00
After Hours / First Hour		\$125.00
Additional Hour		\$100.00
Miscellaneous Charge, Requiring Manpower. Example: AC plug in		\$25.00
Ground Power Unit	\$40.00 plug in \$20.00 an hour	
Off Airport Service		\$250.00
Off Airport Service additional hour		\$100.00
Off Airport Service Weekend/Holiday		\$350.00
Off Airport Service Weekend/Holiday additional hour		\$150.00

Hangar Rentals:

Range from \$165 to \$220 a month depending on hangar size/conditions and amenities.

Example: Does the door open manually or with automatic opener.

Fuel

Amount based on the market.

Note: Otsego County does not charge Recreational Flyers for landing. The only charge is for parking.

Note: We do not charge Emergency Service Aircraft like "Life Flight" for landing or parking.

ANIMAL CONTROL DEPARTMENT

License Fees:

Before March 1:

Spayed or Neutered	\$10.00
Unaltered	\$20.00
Unaltered with Pedigree	\$10.00

March 1 or After

Spayed or Neutered	\$15.00
Unaltered	\$25.00
Unaltered with Pedigree	\$15.00

When a citation is issued for dog(s) there is a \$30.00 fee for the first dog and then late fees apply to each dog listed on the citation.

Dog owners that purchase dog licenses within 48 hours of receiving the citation, the citation becomes void.

For dog owners that do not purchase their licenses within 48 hours of receiving the citation, the citation will be forwarded to the Courts. The Courts have a \$125.00 fine and cost for failure to license a dog.

Dog Adoption Fees:

Adoption Fee	\$20.00
Dog License	\$10.00
Sterilization Fee (payback) if animal is sterilized by Otsego County If not altered a \$25.00 good faith contract is signed stating the animal will be altered: The \$25.00 is reimbursable with proof of sterilization. (Voucher from County)	\$25.00
Total Cost of Adoption per Dog:	\$55.00

The sterilization cost for shelter dogs is \$68.00 to \$110.00 dollars at local veterinarian's office.

Cat Adoption Fees:

Adoption Fee	\$20.00
Sterilization Fee (payback) if animal is sterilized by Otsego County If not altered a \$25.00 good faith contract is signed stating the animal will be altered: The \$25.00 is reimbursable with proof of sterilization. (Voucher from County)	\$25.00
Total Cost of Adoption per Cat:	\$45.00

Submission Fees for Adopted Dogs:

Dog Submitted by Owner	\$20.00
Dog Submitted Out of County	\$50.00
Stray Dog found in County	No Charge
Stray dogs from Out of County	\$50.00

Litter of Puppies:

Up to 3 Puppies – In County	\$30.00
Up to 3 Puppies – Out of County	\$60.00
4 to 5 Puppies – In County	\$50.00
4 to 5 Puppies – Out of County	\$65.00
6 Puppies and Up – In County	\$60.00
6 Puppies and Up – Out of County	\$85.00

Please Note: Otsego County does not accept vicious animals, old, elderly animals, animals with medical problems, or animals requiring convalescent care.

Impoundment Fees of Dogs Picked Up by Officer and Reclaimed by their Owner:

First Time Impoundment P/U Fee:	\$20.00
Plus \$5.00 Per Day Boarding Fee Plus License Fee if the Dog Does Not have Current License:	\$5.00
Second Offense of Impoundment P/U Fee:	\$40.00
Third Offense of Impoundment P/U Fee:	\$60.00
A Citation may also be issued along with continuous P/U fees.	

All dogs four months of age and older that become property of Otsego County, either by submission or animals picked up by officer are evaluated by the animal behavior specialist at a cost of \$75 per animal. This is a contracted service.

Dogs and cats that become the responsibility of Otsego County are: vaccinated, de-wormed, and treated for fleas and lice. Injured or sick animals are transported for treatment up to a \$200.00 veterinarian expense including medication.

Submission Fees for Adoptable Cats:

Feral Cats	\$20.00
All Other Cats – In County	\$20.00
Cats – Out of County	\$50.00
Litters of Kittens:	
Up to 4 Kittens – In County	\$30.00
Up to 4 Kittens – Out of County	\$50.00
5 or more Kittens – In County	\$60.00
5 or more Kittens – Out of County	\$85.00

BUS SYSTEM

System Fares:

Seniors	\$2.00 one way
Disabled	\$2.00 one way
Students	\$2.50 one way
Adults	\$3.00 one way

Internal Fees:

Lube, Oil & Filter Change for County Departments	\$28.00
Labor Charge for vehicle repairs	\$45.00 per hour

CLERK/REGISTER OF DEEDS OFFICE

Vital Record Copies

First Page	\$10.00
Each Additional Page	\$4.00

Qualified Voter Registration File (Bagley Twp is not available)	
Digital Copy	\$.02 per voter
Hardcopies	\$10.00 per municipality
Clerk & Register of Deeds Record Copies	\$1.00 per page
Carrying Concealed Weapons Permit (CCW)	\$105.00
Register of Deeds Record Searches	\$5.00 per name searched

EQUALIZATION OFFICE

Copies in the Office:

Self Serve

Single copies (8½" x 11", 8½" x 14")	\$1.00 each
Up to four copies (11" x 17")	\$2.00 each
4 or more copies (11" x 17") if from plat book for other than owner.	\$3.00 each

If Done by Staff

Double the cost for copies

Print Outs from Equalizer: For printing on 8½" x 11" paper.	\$1.00 each
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Lists from the Equalizer:

Name and address only	\$0.25 each
Name, address and description	\$0.30 each
Name, address, description and value	\$0.35 each
If done by staff from mapping computer	\$0.50 each

For Downloads of Electronic Data (Equalizer Program)

For entire County or entire Township

Public sector	\$500.00 per request
Private sector	\$500.00 per request

Maps (8½" x 11") from MapInfo

Maps from computer with staff assistance	\$10.00 each
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If additional information is required on maps, use pricing from above list.

Other Office Fees:

Aerials

1st copy	\$15.00 each
Each additional copy	\$12.00 each

Faxed Information

Each sheet	\$ 5.00 each
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House Numbers

\$25.00 per request

Geographic Information System Map Digital Data Pricing:

For Public Sector

Subscriptions Rate:

(Layers include Road, Water, and Parcel)

Public Sector (single town and range)

Annual Update:

0.10 per parcel

Quarterly Update:

\$0.25 per parcel

Public Sector (for multiple town and ranges)

Annual Update:

\$0.10 per parcel

Quarterly Update:

\$0.25 per parcel

Public Sector (entire county)

Annual Update:

\$0.10 per parcel

Quarterly Update:

\$0.25 per parcel

For Private Sector

Subscriptions Rate:

(Layers include Road, Water, and Parcel)

Public Sector (single town and range)

Annual Update:

\$0.20 per parcel

Quarterly Update:

\$0.50 per parcel

Public Sector (for multiple town and ranges)

Annual Update:

\$0.20 per parcel

Quarterly Update:

\$0.50 per parcel

Public Sector (entire county)

Annual Update:

\$6,000.00

Quarterly Update:

\$2,500.00 per quarter

The Equalization Department fees were established in accordance with the Otsego County Enhanced Access Policy, as required by the State of Michigan Public Act 462 of 1996.

The Equalization Director has the right to waive fees in exchange for data relevant to the work done by the Equalization Department.

FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

The cost for FOIA Requests include the cost of the wages and fringe benefits of the lowest paid employee in the office capable of gathering data for the duration of the time it takes to process/prepare request,

along with a cost of \$1.00 per page for copies, and any postage fees.
 (Please see the Otsego County FOIA Policy for more information)

HOUSING DEPARTMENT

Copies	\$1.00 per page
Fax	\$1.00 per page
Each Delinquent Mortgage Payment	\$25.00
Payoff Request	\$25.00

LAND USE SERVICES DEPARTMENT

Building Fees:

Permit Application Fee	\$35.00
For Building Permits:	
First \$1,000 of Project Value	\$40.00 flat fee
For Every \$1,000 or Part of a \$1,000 Over the First \$1,000 up to \$10,000	\$10.00 flat fee
For Every \$1,000 or Part of a \$1,000 Over \$10,000	\$ 5.00 flat fee
Note: BICC fee schedule for Use Group and Type of Construction is used to determine permit fee.	
Electrical, Mechanical and Plumbing Permits are calculated based upon the itemized permit applications.	
Residential Plan Reviews	15% of Permit Fee
Commercial Plan Reviews	.0015 times the value of the project
Inspections	\$50.00 per inspection

Planning & Zoning Fees:

Zoning Permits:

Single Family Dwelling	\$45.00
Residential Addition	\$45.00
Accessory buildings	\$45.00
Decks	\$30.00
Non-residential Signs	\$100.00
Residential Signs	No charge
Shoreland Permits	\$100.00
Sheds less than 200 sf	\$25.00
Fences	\$25.00
Camping Trailers	\$30.00
Home Occupations	\$30.00
Commercial Site Plan Review - In-house	\$100.00

Land Divisions:

Hayes, Livingston & Chester Twps.	\$100.00
Bagley, Corwith, Dover, Elmira & Otsego Lake Twps.	\$25.00

Planning Commission Permits:

Site Plan Review	\$500.00
Special Use Permit	\$700.00

Rezoning Request: \$700.00

Zoning Board of Appeals Hearings:

Commercial Variance \$400.00

Residential Variance \$400.00

Appeal-Interpretation \$400.00

PARKS & RECREATION

Otsego Lake County Park

Otsego County Residents:

Day Park Pass \$3.00

Day Park Pass - Seniors (age 60 and over) \$2.00

Season Park Pass \$14.00

Season Park Pass - Seniors (age 60 and over) \$5.00

Camping \$21.00 per night

Pavillion Rental \$50.00

Camping Vehicle Permits \$3.00

Non-Otsego County Residents:

Day Park Pass \$3.00

Season Park Pass \$20.00

Camping \$23.00 per night

Pavillion Rental \$60.00

Camping Vehicle Permits \$3.00

Community Center

Day Pass \$1.00

Rental of Entire Community Center 1-1/2 hours \$25.00

Rental of Half of Community Center 1-1/2 hours \$15.00

Rental of Entire Community Center 2 hours \$30.00

Rental of Entire Community Center 3 hours \$50.00

Rental of Entire Community Center 4 hours \$60.00

Use of Scoreboard and/or Volleyball Equipment \$5.00

Overnight Lock-ins (Friday or Saturday) 8pm – 8am \$175.00

Recycling

Annual Recycling Permit \$50.00

Half-year Recycling Permit \$35.00

Replacement Permit or Extra Permit for Second Family Vehicle \$20.00

SHERIFF

Civil Division

Service of Civil Process \$21.00 plus \$0.75 per mile

Corrections Division

Jail

PBT (Preliminary Breath Test)	\$2.00 plus \$1.00 breath tube
State Booking Fee/MCOTC	\$2.00
Local Booking Fee	\$10.00
Bond Fee	\$10.00
Damages to Jail Property	Replacement/Prosecution
Housing	\$30.00 per day/Sentenced
Indigent Supplies	Cost per item provided
Medical	As billed by provider
OTC Medical	Per store receipt
Rx Medication	As billed by pharmacy
OUIL Fee	\$5.00
Postage	Current USPS rates
Safety Ink Pen	\$0.60
Starter Pak (Grooming Items)	\$1.50 (Indigent)
Tether	\$15.00/day
Work Release	\$15.00/day

Work Camp	
Drug/PBT Test	\$5.00
Participant Daily Fee	\$15.00
	\$7.50 If determined to be Indigent

Sheriff's Office

Incident Reports/FOIA Request	\$5.00 plus \$1.00 per additional page
Photographs	\$5.00 per page
Electronic Media (DVD, CD)	\$50.00
Traffic Crash Reports (UD-10)	\$5.00 + \$1.00 per additional page
Fingerprinting	\$15.00
Handgun Purchase Permit	\$5.00 Notary Fee
Notary Fee	\$5.00
Salvage Vehicle Inspections	\$100.00

SOIL EROSION PERMIT FEES

Residential Soil Erosion Permit	\$150
Commercial Soil Erosion Permit	\$300 ¹ /\$50 ²
¹ Price for first acre	
² Price for each additional acre	

TREASURER

Copies	\$1.00 per page
Tax Certification Fee	\$1.00
Notary Fee	\$3.00
Tax Search	\$.50 per parcel
Detailed Tax Search	\$25.00 per parcel (old records)
Delinquent Tax Export (onto CD)	\$0.25 per parcel

VETERANS

Copies	\$1.00 per page
Fax	\$1.00 per page

GENERAL

Checks returned for Non Sufficient Funds	\$25.00
Conference Room Rental	
Half-Day	\$45.00
Full-Day	\$60.00
Clean-Up Fee - Charged when room is not returned in original setup and condition.	\$25.00
Note: Fees for conference room rentals are waived for court-ordered meetings.	
Copies	\$1.00 per page unless otherwise noted

Note: Otsego County Departments are exempt from fees concerning county-related requests.

Adopted: January 26, 2010

CONTRACT
COUNTY OF OTSEGO

CONTRACT approved by the Otsego County Board of Commissioners on ___/___/2010.

BETWEEN

The county: County of Otsego
Otsego County Building
225 W. Main St.
Gaylord, MI 49735

AND

The CONSULTANT:

The Project: Region 7 – 2008 Homeland Security Grant
Program CONSULTANT

Funding Sources: 2008 Homeland Security Grant Program

This CONTRACT is between Otsego County and the Homeland Security Program CONSULTANT. The Homeland Security Program CONSULTANT will function as the administrator for the 2008 Homeland Security grant Program under the guidance of the Region 7 Homeland Security Planning Board, (hereinafter refer to as the BOARD), working closely with the Otsego County Emergency Management / 9-1-1 Director on behalf of the Otsego County Board of Commissioners.

Otsego County (hereinafter the COUNTY) and the Homeland Security Planning CONSULTANT (hereinafter the CONSULTANT), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

- 1.1 The CONTRACT Documents consist of this Agreement (hereinafter the CONTRACT), and any other documents listed in the CONTRACT and modification issued after the execution of the CONTRACT, and are as fully a part of the CONTRACT, as if attached to this CONTRACT or repeated herein. The CONTRACT represents the entire and integrated CONTRACT between the parties and supersedes prior negotiations, representations or agreements, either written or oral as to providing support and assistance services. An enumeration of the Contract Documents appears in Article 6.

ARTICLE 2 THE CONSULTANT

- 2.1 The CONSULTANT is at all times and shall remain an independent CONTRACTOR or in performance of the duties under this CONTRACT. The CONSULTANT shall not be considered an employee.
- 2.2 The CONSULTANT shall provide all services required by the CONTRACT documents to administer the 2008 Homeland Security Grant Program (the GRANT).
- 2.3 The CONSULTANT shall provide assistance, guidance, direction and support to any other project CONSULTANTS related to this GRANT.
- 2.4 The term WORK means the services required by the CONTRACT Documents and included all labor, materials, equipment and services provided or to be provided by the CONSULTANT to fulfill the CONSULTANT's obligations.
- 2.5 The CONSULTANT shall complete all work as specified or indicated in the CONTRACT Documents to the satisfaction of the Region 7 Homeland Security Planning Board. The WORK is generally described as follows: **Region 7 – 2008 Homeland Security Grant Program**. The CONSULTANT shall work closely with Otsego County and the BOARD to obtain the following results:
1. Develops procedures for planning, evaluation and analysis of solution area recommendations pertaining to utilization of local resources and related issues.
 2. Develops an analysis of the implication of solution area programs and proposals that reflects the input of the communities, (e.g. elected officials, agency officials).
 3. Conducts planning, analysis and evaluation of homeland security projects in such solution areas as planning, equipment, training, exercising and organization.
 4. Assists the local 7th District Emergency Management Coordinators in tracking, documenting and submitting any and all reports that deal with or are related to any Region 7 Grant Program.
 5. Attends meetings and project conferences to fulfill the GRANT requirements.
 6. Carries out coordinated programs to fulfill federal and state GRANT requirements.
 7. Analyzes and evaluates data, prepares reports, makes specific recommendations concerning the development of proposals.

8. Facilitates the exchange of information with local, county, regional, state agencies, private organizations, schools and universities engaged in programs related to homeland security strategy.
9. Assists the COUNTY with the completion and filling of reports specific to the COUNTY'S fiduciary responsibilities.
10. Maintains records and prepares reports and correspondence related to the WORK activities. All state, federal and local requirements of the GRANT must be completed and submitted, on time, as required by the funding authorities (including, but not limited to, biannual strategy implementation reports, quarterly reports, and the final GRANT report).
11. Participates in public meetings and hearing explaining the Region 7 homeland security proposals.
12. Ensures compliance with all federal and state financial and administrative rules, regulations, and reporting requirements.
13. Develops and tracks budgets for the BOARD, its programs, and subcommittees
14. Develops and publishes all Homeland Security Planning Board meeting agendas and attachments prior to each meeting.
15. Other requirements:
 - a. Proof of workers' compensation (if necessary), vehicle and liability insurance.
 - b. Supply own equipment and office space necessary to complete the job

ARTICLE 3

DATE OF COMMENCEMENT AND RENEWAL

- 3.1 The CONTRACT period will begin at the execution of this CONTRACT and continue until 31 May 2011, or the CONTRACT is terminated prior to the allocated funds being expended.

ARTICLE 4

CONTRACT SUM

- 4.1 The County shall pay the CONSULTANT a rate not to exceed five thousand dollars per month (\$5,000) in current funds for the CONSULTANT'S performance and completion of this CONTRACT, depending upon start date.
- 4.2 The CONTRACT sum includes the CONSULTANT'S attendance at one (1) BOARD meeting and three (3) subcommittee meetings per month. The CONSULTANT may bill the COUNTY for additional mileage and expenses associated with meetings and events necessary to achieve the results required under the CONTRACT. The mileage reimbursement rate shall be at \$.50 per mile. The mileage and all other expenses shall be reimbursed upon approval of the BOARD.
- 4.3 The CONSULTANT may request a draw from the COUNTY on the CONTRACT sum on no more often than a monthly basis. The requested draw shall only be before services provided in the preceding timeframe.
- 4.4 The CONSULTANT shall submit to the BOARD at the beginning of every month a status report indicating the services related to the administration of the GRANT for the previous month.

ARTICLE 5

TERMINATION OR SUSPENSION

- 5.1 This CONTRACT may be terminated by the COUNTY, at any time, if there has been a breach of this CONTRACT by the CONSULTANT and in particular, but without limitation;
 - a. If the CONSULTANT has been guilty of gross negligence in his/her duties or obligation under this CONTRACT; or
 - b. If the CONSULTANT has willfully disregarded any reasonable or lawful instruction of the COUNTY given under the terms of this CONTRACT; or

-
- c. If the CONSULTANT has compromised safety or has breached standards such as to expose the COUNTY to any potential liability.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

The CONTRACT Documents, which comprise the entire CONTRACT between the COUNTY and the CONSULTANT, consist of the following:

- 6.1 This CONTRACT (pages 1 through 6, Inclusive).
- 6.2 2008 Homeland Security Grant Agreement (Including requirement for 2007 Grant).
- 6.3 U.S. Department of Homeland Security – 2008 Homeland Security Grant Program – Program Guidance and Application Kit – January 2008.
- 6.4 Fiscal Year 2008 Homeland Security Grant Program – Michigan Supplemental Guidance

There are no CONTRACT Documents other than those listed above in this ARTICLE 6.

ARTICLE 7
MISCELLANEOUS PROVISIONS

- 7.1 The CONSULTANT shall conform to requirements of any federal, state, or local laws, ordinances, rules and regulations.
- 7.2 No assignment by a party hereto of any rights, obligations under, or interest in the CONTRACT Documents.
- 7.3 The CONTRACT may only be amended, modified or supplemented by written instruments signed by both parties.
- 7.4 The CONSULTANT will provide documentation of public and professional liability, directors and officers, property damage, and workers' compensation insurance (if required), insuring, as they may appear, the interests of all parties to this CONTRACT against any and all claims which may arise out of CONSULTANT operation under the terms of this CONTRACT. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the COUNTY and the BOARD of such cancellation.
- 7.5 The COUNTY, and the BOARD, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any WORK done on this project. In addition, the selected firm agrees to indemnify, defend, and save harmless the COUNTY, its officers, agents, and employees from any and all claims and losses accruing or resulting from the negligent performance of WORK as described in this CONTRACT. Further, if any recipient of a CONTRACT subcontracts for WORK, they will enter into a CONTRACT with such subcontractor(s) which indemnifies the COUNTY as provided herein.
- 7.6 This CONTRACT represents the entire CONTRACT of the parties and supersedes any and all prior negotiations, representation or agreement, either written or oral as to providing consulting services.

-
- 7.7 Any and all documents and other products related to the WORK of this CONTRACT shall be owned solely by the COUNTY and/or BOARD and shall be provided to Otsego County.
- 7.8 The CONSULTANT has familiarized himself/herself with the nature and extent of this CONTRACT documents, and all Laws, Rules and Regulations and ordinance that in any manner may affect cost, progress, or performance of this CONTRACT.
- 7.9 The CONSULTANT, in performing under this CONTRACT, shall not discriminate against any worker, employee, or applicant for employment because of race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, (except where requirements as to ages are based upon a bona fide occupational qualification), or handicap (that is unrelated to the individual's ability to perform duties of a particular job or position) under state or federal law.
- 7.10 All solicitation or advertisement for employees placed by or on behalf of the CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, or handicap.

This CONTRACT is entered into as of the day and year first written above and is executed to at least (3) original copies of which one is to be delivered to the CONSULTANT, one to the COUNTY, and one to the BOARD.

Kenneth Glasser
Otsego County Board of Commissioners

Date

Consultant Signature

Date

ARROW SANITATION, L.L.C.

264 Little League Drive

GAYLORD, MI 49735

PHONE: 989-732-4243

FAX: 989-732-3923

E MAIL: arrow sanitation@yahoo.com

THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is made and effective _____ [Date], by and between Arrow Sanitation LLC of Gaylord, Michigan, ("Lessor") and Otsego County Recycling ("Lessee").

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Rent.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"): **two 30 yard open top containers**

2. Term.

The term of this Lease shall commence on _____ [Start Date] and shall expire **twelve (12)** months thereafter.

3. Fees and Costs and Considerations.

A. The monthly rent for the Equipment shall be paid in advance in installments of **Two Hundred dollars (\$200.00)** each month, beginning on _____ [Date of First Payment] and on the first day of each succeeding month throughout the term hereof, at **264 Little League Drive - Gaylord, Michigan 49735**, or at such other place as Lessor may designate from time to time. Any installment payment not made by the tenth (10th) day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to one percent (1%) per month on any overdue amount. Rent for any partial month shall be prorated.

B.) Haul Rate: To haul one 30 yard recycling container to Emmet County would be a cost to Lessee of Three Hundred (\$300.00) dollars (plus any additional charges levied by Emmet County) per haul.

C.) Haul Rate: To haul two 30 yard recycling containers to Emmet County on the same day would be a cost to Lessee of Two Hundred, Fifty (\$250.00) dollars (plus any additional charges levied by Emmet County) per container, per haul.

4. Use.

Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

5. Repairs.

Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

6. Loss and Damage.

A. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

**AGREEMENT
COUNTY OF OTSEGO**

CONTRACT: Made as of this 23rd day of February in the year of 2010.

BETWEEN:

The County: County of Otsego
Otsego County Building
225 West Main Street
Gaylord, Michigan 49735

AND

The District: Otsego Conservation District
800 Livingston Blvd., Suite 4~A
Gaylord, Michigan 49735

The Project: Advertising, Education, Information Assistance, and
Volunteer Coordination/Training for the Pilot Recycling Project

Funding Sources: Otsego County's Recycling Permit Fees

This Agreement, entered into this day of February 23, 2010, between the County of Otsego, hereinafter called the "County" and the Otsego Conservation District hereinafter called the "District."

Witnesseth:

1. **Term.** The County agrees to contract with the the District for the term beginning February 23, 2010 to and including April 30, 2011 to perform efforts on behalf of Otsego County and its Recycling Program.
2. **Performance.** The District agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.
3. **Description of Services.** The District shall provide the following services:
 - a. Preparation and placement of advertising for the Recycling Program.
 - b. Preparation of recycling educational materials.
 - c. Provide information assistance and education on the Recycling Program.
 - d. Coordination and training of recycling volunteers.
 - e. Fund-raising activities for the Recycling Program as time allows.
4. **Fee.** The County agrees to pay the District a total fee of \$9,130 for its services under this Agreement. A payment of \$7,450 is payable upon commencement of the Agreement, with the remaining payment of \$1,680 being payable January 1, 2011.
5. **Termination and Suspension.** If the District defaults or neglects to carry out its duties in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the County correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies, correct such deficiencies and/or order the District to stop all work under the Agreement. If the District fails to correct non-compliance, or performs in a manner that is not in accordance with the requirements of the Agreement, the County, by written, notice may order the District to stop all work under this Contract, or any portion thereof, until the cause for such order has been eliminated.

Either party may terminate this Agreement for any or no reason upon sixty (60) day written notice.

In the event of suspension or termination under Section 6, then in such case, as appropriate, the District shall pay to the County any funds not yet expended and any expenses made necessary by such default, neglect, or failure, if such payment, then or thereafter due the District is not sufficient to cover such amounts, the District shall pay the difference to the County.

7. **Amendment.** The Agreement may only be amended, modified or supplemented by written instruments signed by both parties.

This Agreement is entered into as of the day and year first written above and is executed to at

least two (2) original copies of which one is to be delivered to the District and one to the County.

COUNTY:

Ken Glasser, Chairman
Otsego County Board of Commissioners

Date: _____

DISTRICT:

Jack Middleton, Chairman
Otsego Conservation District

Date: _____

AGREEMENT REGARDING RECYCLABLE MATERIALS

This Agreement is made this ___ day of ___, 2010, between the County of Emmet, a Michigan municipal corporation, with an address of 200 Division Street, Petoskey, Michigan 49770, and the County of Otsego, a Michigan municipal corporation, with an address of 225 W. Main Street, Gaylord, MI 49735.

Recitals

WHEREAS, Emmet County owns and operates the Emmet County Drop-off Center (hereafter referred to as "the Facility"), which includes a transfer station and recycle facility, located at 7363 Pleasantview Road, Harbor Springs, Michigan 49740; and

WHEREAS, the approved 1999 Emmet County Solid Waste Management Plan Update provides for expansion of the Emmet County Recycling/Transfer Facility to service surrounding counties; and

WHEREAS, the Counties of Emmet and Otsego have determined that it is in the best interests of their citizens to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for the receipt and processing of recyclable materials at the Facility, transported from drop-off recycling sites in Otsego County. Otsego County understands and agrees that this Agreement creates no obligation on the part of Emmet County to continue to own or operate a recycle facility or transfer station.

2. **ACCEPTANCE OF RECYCLABLE MATERIALS.** Subject to the conditions set forth herein, Emmet County will accept at the Facility located at 7363 Pleasantview Road, Harbor Springs, Michigan, recyclable materials transported from Otsego County's drop-off recycling sites, to include the following and as outlined in Attachment A:

- Mixed Paper, including newspaper, magazines, catalogs, office paper; envelopes, file folders, junk mail, telephone books, hard and soft cover books (no padded or kraft envelopes, construction paper, and boldly colored papers);
- Corrugated cardboard, boxboard and brown paper bags, including cereal boxes, white cardboard used in packaging for freezers and refrigerators (no waxed corrugated items such as produce boxes);
- Mixed containers, which may include: clear glass and colored glass containers, including bottles and food containers, (no glassware or windowpanes); plastic food and beverage containers, including #1 PET and #2 HDPE bottles, jugs, and jars, wide-mouthed

containers such as margarine and yogurt tubs (no styrofoam); tin-plated steel cans, aluminum cans, trays and foil, and metal jar lids; and

- Any additional items upon amendment of or addendum to this Agreement.

3. RATES FOR RECYCLABLE MATERIALS. Except as otherwise provided herein, Otsego County will pay to Emmet County the following rates for its acceptance of recyclable materials:

A.	Mixed Paper:	\$7.00 per cubic yard
B.	Cardboard:	\$3.50 per cubic yard
C.	Mixed Containers	\$8.50 per cubic yard

The above rates will be subject to changes in market rates. Emmet County will notify Otsego County in the form of an Addendum prior to any rate changes, as they may occur. A revised rate for combined loads of glass, plastic and metal containers will be forthcoming as an addendum.

Emmet County may change the rates to be determined by ton. Emmet County will notify Otsego County in the form of an Addendum prior to any rate changes, as they may occur.

Emmet County will make applicable revenue sharing policies available to Otsego County, for the following recyclable materials:

When cardboard market rates for Emmet County exceed \$75.00 per ton, it will accept cardboard at no charge. When cardboard market rates for Emmet County exceed \$100.00 per ton, Otsego County will receive 50% of the dollars per ton in excess of the \$100.00 rate up to \$200/ton. In transferring cubic yards to tons, it will be assumed that thirty (30) cubic yards equals one (1) ton, allowing for contamination in the cardboard received.

In lieu of the above rates, Emmet County reserves the right to charge Otsego County a disposal fee of \$12.00 per cubic yard for contaminated loads. A contaminated load is one that contains 8% or more of non-recyclable materials.

4. CONDITIONS FOR ACCEPTANCE OF RECYCLABLE MATERIALS. Emmet County's acceptance of the recyclable materials will be conditioned upon Otsego County being responsible for the following:

- A. To designate the recyclables collected from Otsego County residents through its drop-off recycling program with any contracted hauler be transported to the Emmet County Recycle/Transfer Facility.

B. To ensure that its bins are able to be unloaded hydraulically for each type of material, as required by the Superintendent of the Emmet County Recycle/Transfer Station.

C. To work with Emmet County in developing educational/informational materials for distribution in Otsego County, advising its citizens of the types of items that will and will not be accepted for recycling and the site(s) in Otsego County where acceptable items may be dropped off. Otsego County will be responsible for the printing and distribution of the materials and all costs of the same.

D. To procure the service(s) to transport its bins from its drop-off recycling sites to the Facility, including emptying the bins and returning the bins to the drop-off recycling sites.

5. LEASE OF RECYCLING BINS. By separate written agreement, Emmet County may lease containers to Otsego County, if the need arises and does not cause undue hardship to Emmet County's Recycling Program.

6. TRANSPORTATION SERVICES. By separate written agreement, Emmet County may provide the service(s) to transport bins from Otsego County drop-off recycling site(s) to the Facility, including emptying bins and returning the bins to the drop-off recycling sites, if the need arises and does not cause undue hardship to Emmet County's Recycling Program.

7. RECORDKEEPING/PAYMENT. Emmet County will keep a record of volumes of recyclables received from Otsego County under this Agreement. Emmet County will provide to each driver a receipt for each load of recyclables received. Otsego County will pay to Emmet County the rates provided in this Agreement upon receipt of a monthly invoice from Emmet County. Payment is due from Otsego County no later than the last day of the month in which billing is received. Interest will be charged on any unpaid balance at a rate of 1.5% per month.

8. TERM. Unless earlier terminated as provided herein, the term of this Agreement will be five (5) years commencing on the date of its execution. The rights and privileges, together with all other provisions of this Agreement, will automatically continue in full force and effect for five (5) additional periods of one year each from the date of expiration, unless either party gives notice to the other in writing at least sixty (60) days prior to the (annual) date of expiration that it does not desire the Agreement to extend for an additional period.

9. TERMINATION. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written notice to the other party.

10. INDEMNIFICATION. To the extent allowed by law, each County agrees to indemnify, defend and hold harmless the other County from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees that may arise from its performance under this Agreement. This indemnification will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunities provided by law.

11. ASSIGNMENT. This Agreement may not be assigned.

12. SEVERABILITY. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

12. WAIVER. A waiver of a breach of any term of this Agreement will not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or (3) a waiver of a party's right to declare an immediate or a subsequent default.

13. AMENDMENT. The parties may amend this Agreement only by a written document signed by both parties.

14. NOTICES. All required notices must be in writing and will be given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or to any other address that is specified in writing by either party):

If to Emmet County:	Emmet County c/o Elisa L. Seltzer, D.P.W. Director 200 Division Street, Suite G76 Petoskey, Michigan 49770
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If to Otsego County:	Otsego County c/o John Burt, Administrator 225 W. Main Street Gaylord, MI 49735
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15. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties.

16. HEADINGS. The headings preceding the paragraphs are inserted in this Agreement for reference purposes only, and must not be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

COUNTY OF OTSEGO:

Attest:

John Burt, County Administrator

COUNTY OF EMMET:

Attest:

Gail A. Martin, Clerk

James E. Tamlyn, Chairperson
County Board of Commissioners

OCR 10-03
INTENT TO APPLY FOR FINANCIAL ASSISTANCE FOR FISCAL YEAR 2011
UNDER ACT 51 OF THE PUBLIC ACTS OF 1951, AS AMENDED.

Otsego County Board of Commissioners
February 23, 2010

WHEREAS, Pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), It is necessary for **OTSEGO COUNTY BUS SYSTEM (OTSEGO COUNTY)**, (hereby known as THE APPLICANT) established under Act 51, to provide a local transportation program for the state fiscal year of 2011 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, It is necessary for **THE APPLICANT** to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, It is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and (State Operating Assistance Program only)

WHEREAS, the performance indicators for this agency have been reviewed and approved by **THE APPLICANT**; and (State Operating Assistance Program only)

WHEREAS, THE APPLICANT, has reviewed and approved the proposed balanced (surplus) budget, and funding sources of estimated federal funds \$242,608.00, estimated state funds \$532,069.00, estimated local funds \$644,623.00, estimated farebox \$97,000.00, estimated other funds \$ 0.00 , with total estimated expenses of \$1,516,300.00 ; and, now, therefore, be it,

RESOLVED, that **THE APPLICANT** hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and, be it, further

RESOLVED, that the Otsego County Board of Commissioners hereby appoints Theron D. Higgins as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation commission or department for its administration of Act 51 for 2011.

**REGULATION REQUIRING NOTIFICATION OF
HAZARDOUS MATERIALS RELEASE**

, 2010

Sec. 1000. Title

- A. This article shall be known as the Public Health Hazardous Material Release Notification Regulation of 2010.

Sec. 1001. Authority

- A. This regulation is hereby adopted pursuant to authority conferred upon local health departments by the Michigan Public Health Code, 1978 P.A. 368, as amended.

Sec. 1002. Jurisdiction and Administration

- A. This regulation shall have effect throughout the counties of Antrim, Charlevoix, Emmet, and Otsego in all areas incorporated and unincorporated, which includes cities, villages, and townships, except where a county has elected to exempt itself from this regulation.
- B. The Emergency Management Coordinator in the County(ies) where a hazardous material release has occurred shall be the recipient of notices of hazardous material release.
- C. The Prosecutor for the County(ies) where a hazardous material release has occurred will be responsible for enforcing the regulation.

Sec. 1003. Purpose

- A. Surface waters, groundwater, soils, vegetation, and atmosphere inside the region are susceptible to damage from the handling, storage, use, processing, and disposal of hazardous material. The release or threatened release of hazardous materials creates a great likelihood of personal injury or property damage. It is the position of the Health Department of Northwest Michigan member County(ies) that the persons liable for the reportable release of hazardous materials must provide immediate notification to the County(ies) where a hazardous material release is located in order for that County(ies) to help provide for the health and safety its citizens.

Sec. 1004. Definitions

- A. The following words and phrases, whenever used in this regulation, shall be construed as defined in this section:
1. "Hazardous Materials" include, but are not limited to, a chemical that is a combustible liquid, a flammable gas, explosive, flammable, organic peroxide, an

oxidizer, pyrophoric, unstable reactive, or water reactive, such as solvents, waste brines, petroleum, etc..

2. "Person" shall include any individual, corporation, association, partnership, consortium, firm, trustee, government entity, or legal representative, or one who is an owner, tenant, occupant or party in control of real or personal property onto which or from which hazardous materials release.
3. "Release" includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment.

Sec. 1005. Hazardous Material Spill Notification Requirement

- A. Any person who would be liable for a Release of a Hazardous Material and who has knowledge of a Release of a Hazardous Material, or who has knowledge of a violation of any local, state or federal environmental laws with respect to Hazardous Materials, shall notify the County(ies) where such Release has occurred immediately, and no later than twenty-four (24) hours, upon learning about the Release or the violation, respectively. The report shall include an estimate of the volume of the release.
- B. Permitted application of hazardous materials are not required by this Ordinance to be reported to the participating counties.

Sec. 1006. Enforcement

- A. The Board of Commissioners where this regulation is in force shall designate the County Official who is responsible for administering and enforcing the Regulation.

Sec. 1007. Violations and Penalties

- A. Any Person found in violation of this regulation shall be guilty of a Civil Infraction, punishable by:
 1. A fine of not less than one hundred (\$100) and not more than five hundred (\$500) plus costs and attorney fees, and is subject to other sanctions as provided for under Chapter 87 of the Revised Judicature Act, P.A. 236 of 1961, being MCL 600.8701 et. Sq., as amended. Each day that a Person is found in violation of the ordinance shall be considered a separate offense.

Section 1008. Liability and Indemnification

- A. If legal action is filed in a court of competent jurisdiction challenging the validity of any provision, clause, sentence or paragraph of this regulation or the application thereof to any person or circumstances, the cost or expense, including court and appeal costs and attorneys' and expert witness fees or expenses, arising from defense against such legal action shall be paid by the County(ies) that have elected to participate in this regulation.

- B. The obligation of the County(ies) to pay all expenses incurred in defending against such legal action shall be conditioned upon the following:
1. That the County(ies) shall be promptly notified in writing by the Health Department of Northwest Michigan of any notice of a claim challenging the validity of any provision, clause, sentence or paragraph of this regulation or its application to any person or circumstances.
 2. That Health Department of Northwest Michigan shall not enter into any compromise or negotiated settlement without the consent of the County(ies) that are responsible for payment of defense costs.
 3. That the County(ies) responsible for payment of defense costs shall have the right to attend and participate in any court ordered facilitation and/or alternative dispute resolution, including but not limited to, facilitative mediation and/or case evaluation.
 4. That any offers of settlement or compromise received by Health Department of Northwest Michigan in a legal action challenging the validity of this regulation shall be communicated to the County(ies) that are responsible for payment of defense costs.
 5. That Health Department of Northwest Michigan shall not reject any offer of compromise or settlement without the consent of the County(ies) responsible for payment of defense costs.
- C. In every instance wherein the consent of the County(ies) is required under this section, such consent shall be by a vote of the majority of the members of the respective County Board of Commissioners elected and serving. Any notice required to be provided under this section shall be provided to the chief administrative official for the respective County. In the absence of a chief administrative official, notice shall be provided to the chairperson of the respective County Board of Commissioners.

Sec. 1009. Other Applicable Laws

- A. Nothing in this Ordinance shall be construed to exempt or release any person from any other notification or reporting requirement under state or federal law.

Sec. 1010. Severability

- A. If any provision, clause, sentence or paragraph of this regulation or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are declared to be severable.

Sec. 1011. Effective Date

- A. This regulation shall be effective sixty (60) days from and after the date on which the last of the counties of Antrim, Charlevoix, Emmet and Otsego approves this regulation.

OCR 10-04
Michigan Department of Natural Resources and Environment
Agreement Addendum

Otsego County Board of Commissioners
February 23, 2010

RESOLVED, that Otsego County, Michigan does hereby accept the terms of the Agreement Addendum as received from the Michigan Department of Natural Resources and Environment, and the County does hereby specifically agree, but not by way of limitation, as follows:

1. To a scope change to include installation of a toilet and barrier free sidewalk.
2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.
3. To construct the facility improvements and provide such funds, services, and materials as may be necessary to satisfy the terms of the said Agreement Addendum.
4. To insure that all premises, buildings, and equipment related procedures comply with all applicable State and federal regulations.
5. To comply with any and all terms of the said Agreement Addendum including all terms not specifically set forth in the foregoing portions of the Resolution.

AGREEMENT ADDENDUM
(Scope of Work Change)

THIS AGREEMENT ADDENDUM, made this _____ day of _____, 2010, by and between the COUNTY OF OTSEGO, MICHIGAN, a municipal corporation, hereinafter referred to as the "County", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT, an agency of the State of Michigan, hereinafter referred to as the "Department."

WHEREAS, on August 13, 2008, an agreement was entered into between the Department and County, for reconstruction of the launch ramp and skid pier, dredging, parking lot paving, storm water control features, engineering, and permitting at the Otsego Lake County Park Boating Access Site under provisions of the State's Waterways Grant-in-Aid Program; and

WHEREAS, a scope change to include installation of a toilet and barrier free sidewalk, in conjunction with the original agreement project work, has been requested;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is mutually agreed as follows:

1. The Department agrees:

(a) To a scope change to include installation of a toilet and barrier free sidewalk. Said total grant-in-aid for the project shall not exceed One Hundred Forty-three Thousand Five Hundred Sixty-seven dollars (\$143,567). These monies shall be used only for the project work outlined in the Agreement and this Addendum and related engineering costs.

(b) To provide for the routine inspection of the premises, including all equipment and buildings.

2. The County agrees:

(a) To a scope change to include installation of a toilet and barrier free sidewalk. Any additional funds needed to complete the project work shall be provided by the County. The County must have the prior written approval of the Department for any change orders to the contract(s) in cost, plans or specifications.

(b) To insure that all premises, buildings, and equipment related procedures comply with all applicable State and federal regulations pertaining to both employee and public safety. The County shall submit a written report to the Department annually, in which any safety issues, identified through inspections, are listed and compliance procedures are outlined. If the Department determines the County has failed to correct any safety issues, the Department will have the necessary work completed and the County shall pay 105% of the cost of such work.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and date first above written.

WITNESSES:

COUNTY OF OTSEGO

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES AND
ENVIRONMENT**

By: _____

Ronald A. Olson, Chief
Recreation Division

OCR 10-05
Resolution of Support
Merit Network Round 2 ARRA Application
Otsego County Board of Commissioners
February 23, 2010

WHEREAS, the Northern Michigan Broadband Cooperative is looking after the interests of the Northern Lower Third of Michigan, a 12-county area, and will speak as a voice to protect the interests of all municipal entities therein when they need to be protected; and

WHEREAS, Merit has received a Round 1 ARRA award for expansion of its middle mile network; and

WHEREAS, the Northern Michigan Broadband Cooperative and Merit share the ultimate goal of bringing connectivity throughout the Northern Lower Third of Michigan; and, now, therefore, be it

RESOLVED, that Otsego County, as a constituent member of the Northern Michigan Broadband Cooperative, acknowledge and support the Merit Phase 2 Application for continued expansion of their middle mile network throughout the Northern Lower Third of Michigan.

AN AGREEMENT

between

COUNTY OF OTSEGO
A Body Corporate

At 225 West Main Street, Gaylord, Michigan 49735

and

NORTH COUNTRY COMMUNITY MENTAL HEALTH

An agreement made and entered into this 15th day of December in the year of 2009 by and between County of Otsego, as Lessor and the North Country Community Mental Health.

1. **Premised Land.** The Lessor hereby agrees to lease to the Lessee 3,400 square feet of the Premises located at 800 Livingston Boulevard commonly known as the Alpine Center in the Township of Livingston, County of Otsego, State of Michigan (the "Premises").

The rooms as designate and show on DEM Project Plan 442-11-90, dated 6/28/91; as follows: Corridor 007, units 008, 010, 011, 012, 013, 014, 015, 017, 018, 019, 020, 021, 022, 023, on the "Ground Floor" of the Main Building of the Alpine Center located at 800 Livingston Blvd., Gaylord, Mi 49735.

2. **Term.** To have and to hold said Premises with all appurtenances for a term of one (1) years beginning on the 1st day of January, 2009 and ending on December 31, 2010.
3. **Holding Over.** The Lessor has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after the Termination Date with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis. Tenant will be subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
4. **Rent.** Lessee shall pay Lessor rent in the amount of Thirty-Four Thousand Seven Hundred Nineteen and 85/100 dollars (\$34,719.85) per year, payable in installments of Two Thousand Eight Hundred Ninety-Three and 32/100 dollars (\$2,893.32) per month, with monthly payments due on the first of each month.
5. **Cancellation.** Upon any willful breach, or upon default of any of the terms and conditions herein, or upon any willful breach or default of any of the terms and conditions located within all agreements between Lessor and Lessee, this Lease shall be deemed forfeited by Lessee and cancelled by the Lessor; provided, however, that the

Lessor shall give notice to Lessee of any breach or default, and Lessee shall have thirty (30) days in which to cure any defaults.

Should this Lease be terminated, cancelled or forfeited due to the willful breach by the Lessee, the Lessee shall peaceably give up to the Lessor the leased Premises in as good a condition as at the beginning of the term hereof, reasonable use and wear thereof and damage by the elements excepted. Improvements, additions or other construction made thereon by the Lessee shall become the property of the Lessor; however, Lessee may remove personal property and trade fixtures which can be removed without causing material damage to the Premises.

6. **Services Provided by Lessor.** The Lessor shall furnish the following services:
 - a. Ground Maintenance including all upkeep and cleaning of grounds as necessary
 - b. Parking Lot including the cleaning and maintenance of parking area, and for snow removal and lawn maintenance in a reasonable and timely manner.
 - c. Landlord shall furnish heat, sewer service and water services, said cost to be prorated among tenants.

7. **Services Provided by the Lessee.** The Lessee shall furnish at its own expense the following services:
 - a. Electric – Tenant shall pay for electric service, with separate meters being provided.
 - b. Janitorial Services – Each tenant shall be responsible for cleaning service of their unit(s).

8. **Obligation to Maintain and Repair.** The Lessee shall reimburse the Lessor for any repairs to the premises from damage, which exceeds normal wear and tear to be expected from lawful and proper use of the premises and the sole cause of which was the negligent acts or omissions of Lessee's employees.

The Lessee shall notify the Lessor or his agent of the need for any repairs or replacements, which are not the responsibility of the Lessee. The Lessor may enter upon the premises at any reasonable time for the purpose of inspection thereof to determine whether repairs or replacements are required and for the purpose of making such repairs and replacements.

9. **Alterations.** Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without the written consent of the landlord first had and obtained, except those changes required by Tenant to accommodate necessary equipment to be installed at Tenant's expense.

10. **Signage.** Unit signs shall be limited to the Register located in building lobby.

Tenant will not cause or permit to be placed on the doors, windows, wall, fronts or sides of said building, or said demised premises or elsewhere in said building, any signs, placards, pictures, displays or other reading or advertising matter without the written consent of Landlord; and Tenant agrees that Landlord may, without notice, remove and destroy such signs, placards, pictures, etc. so placed without its consent.

11. **Insurance.** Tenant shall maintain and furnish proof of the following insurance: liability insurance covering both property damage and personal injury with minimum coverage of \$1,000,000 per occurrence, and shall name the Lessor as a named additional insured. Lessee shall furnish a copy of the insurance policy to Lessor on Lessor's request. Landlord agrees to maintain fire insurance on the building of the demised premises, and tenant agrees to maintain fire insurance on the contents of the demised premises.
12. **Mutual Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises or common areas by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises or common areas, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees.
13. **Successors and Assigns.** The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor, and upon their heirs, administrators, executors, and assigns of the Lessee.
14. **Transfer of Interest.** It is further agreed that the Lessee shall not assign or transfer this Lease, nor sublet any of the Premises, including the buildings or improvements thereon, except as herein provided, without the written consent and approval of the Lessor, which shall not be unreasonably withheld.
15. **Use of the Premises.** Tenant will not use the Premises in any matter which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole discretion.
16. **Compliance with Federal Circular A-87.** The Lessor acknowledges that Lessee is responsible for compliance with the provisions of Federal Circular A 87 pursuant to the requirements of its contract with the Michigan Department of Community Health regarding real property lease payments. Such requirements prevent Lessee from making

lease payments in amounts that exceed the Lessor's cost attributable to the portion of the leased premises occupied by the Lessee. To assure compliance, Lessor agrees to provide a description of property cost allocations to Lessee on an annual basis, on or before November 30th.

17. Notices. Notices required under this Agreement shall be deemed proper if duly sent by United States First Class mail or via facsimile and addressed to the parties at the following address:

LESSOR: Otsego County
Attn: John Burt
County Administrator
225 W. Main Street
Gaylord, MI 49735

LESSEE: North Country Community Mental Health
Attn: Alexis Kaczynski
One MacDonald Drive, Suite A
Petoskey, MI 49770

18. Entire Agreement. This Agreement represents the entire and integrated agreement between the Lessor and the Lessee superseding all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and the Lessee. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the 11th Day of February, 2009: 2010

LESSOR:
OTSEGO COUNTY
BY: _____
Its: _____

LESSEE:
NORTH COUNTRY COMMUNITY
MENTAL HEALTH
BY: Alexis Kaczynski
Its: Director

AN AGREEMENT

between

COUNTY OF OTSEGO
A Body Corporate

At 225 West Main Street, Gaylord, Michigan 49735

and

NORTH COUNTRY COMMUNITY MENTAL HEALTH

An agreement made and entered into this 15th day of December in the year of 2009 by and between County of Otsego, as Lessor and the North Country Community Mental Health.

1. **Premised Land.** The Lessor hereby agrees to lease to the Lessee 6,278 square feet of the Premises located at 800 Livingston Boulevard commonly known as the Alpine Center in the Township of Livingston, County of Otsego, State of Michigan (the "Premises").

The rooms as designate and show on DEM Project Plan 442-11-90, dated 6/28/91; as follows: Corridor 101, 111, 135, units 102, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 121, 122, 123, 124, 125, 126, 127, 129, 130, 131, 132, 133, 134, 136 137, 138, 139, 140, 141, 143, 144, 145, 157, 148, 149, 151, 152, 153, 154, 155 on the "1st Floor" of the Main Building of the Alpine Center located at 800 Livingston Blvd., Gaylord, Mi 49735.

2. **Term.** To have and to hold said Premises with all appurtenances for a term of three (3) years beginning on the 1st day of January, 2009 and ending on December 31, 2012.
3. **Holdover.** The Lessor has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after the Termination Date with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis. Tenant will be subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
4. **Rent.** Lessee shall pay Lessor rent in the amount of Sixty-Four Thousand Four Hundred Seventy-Nine and 711/100 dollars (\$64,479.71) per year, payable in installments of Five Thousand Three Hundred Seventy-Three and 31/100 dollars (\$5,373.31) per month, with monthly payments due on the first of each month.
5. **Cancellation.** Upon any willful breach, or upon default of any of the terms and conditions herein, or upon any willful breach or default of any of the terms and conditions located within all agreements between Lessor and Lessee, this Lease shall be

deemed forfeited by Lessee and cancelled by the Lessor; provided, however, that the Lessor shall give notice to Lessee of any breach or default, and Lessee shall have thirty (30) days in which to cure any defaults.

Should this Lease be terminated, cancelled or forfeited due to the willful breach by the Lessee, the Lessee shall peaceably give up to the Lessor the leased Premises in as good a condition as at the beginning of the term hereof, reasonable use and wear thereof and damage by the elements excepted. Improvements, additions or other construction made thereon by the Lessee shall become the property of the Lessor; however, Lessee may remove personal property and trade fixtures which can be removed without causing material damage to the Premises.

6. **Services Provided by Lessor.** The Lessor shall furnish the following services:
 - a. Ground Maintenance including all upkeep and cleaning of grounds as necessary
 - b. Parking Lot including the cleaning and maintenance of parking area, and for snow removal and lawn maintenance in a reasonable and timely manner.
 - c. Landlord shall furnish heat, sewer service and water services, said cost to be prorated among tenants.

7. **Services Provided by the Lessee.** The Lessee shall furnish at its own expense the following services:
 - a. Electric – Tenant shall pay for electric service, with separate meters being provided.
 - b. Janitorial Services – Each tenant shall be responsible for cleaning service of their unit(s).

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The Lessee shall notify the Lessor or his agent of the need for any repairs or replacements, which are not the responsibility of the Lessee. The Lessor may enter upon the premises at any reasonable time for the purpose of inspection thereof to determine whether repairs or replacements are required and for the purpose of making such repairs and replacements.

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12. **Mutual Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises or common areas by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises or common areas, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees.
13. **Successors and Assigns.** The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor, and upon their heirs, administrators, executors, and assigns of the Lessee.
14. **Transfer of Interest.** It is further agreed that the Lessee shall not assign or transfer this Lease, nor sublet any of the Premises, including the buildings or improvements thereon, except as herein provided, without the written consent and approval of the Lessor, which shall not be unreasonably withheld.
15. **Use of the Premises.** Tenant will not use the Premises in any matter which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole discretion.
16. **Compliance with Federal Circular A-87.** The Lessor acknowledges that Lessee is responsible for compliance with the provisions of Federal Circular A 87 pursuant to the requirements of its contract with the Michigan Department of Community Health

regarding real property lease payments. Such requirements prevent Lessee from making lease payments in amounts that exceed the Lessor's cost attributable to the portion of the leased premises occupied by the Lessee. To assure compliance, Lessor agrees to provide a description of property cost allocations to Lessee on an annual basis, on or before November 30th.

17. **Notices.** Notices required under this Agreement shall be deemed proper if duly sent by United States First Class mail or via facsimile and addressed to the parties at the following address:

LESSOR: Otsego County
Attn: John Burt
County Administrator
225 W. Main Street
Gaylord, MI 49735

LESSEE: North Country Community Mental Health
Attn: Alexis Kaczynski
One MacDonald Drive, Suite A
Petoskey, MI 49770

18. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Lessor and the Lessee superseding all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and the Lessee. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the 11th Day of February, 2009. 2010

LESSOR:
OTSEGO COUNTY
BY: _____
Its: _____

LESSEE:
NORTH COUNTRY COMMUNITY
MENTAL HEALTH
BY: Alexis Kaczynski
Its: Director



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Policy Number

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Policy No 500.01	Subject Purchasing	Date Issued 4/13/04
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<p>Application</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>General Fund Functions</u></p> <p><input checked="" type="checkbox"/> General Fund Departments</p> <p><input type="checkbox"/> 46th Trial Court</p> <p><input type="checkbox"/> Joint Building Authority</p> <p><input checked="" type="checkbox"/> Other Jointly Governed Organizations</p> <p><u>Special Revenue Functions</u></p> <p><input checked="" type="checkbox"/> Parks and Recreation</p> <p><input type="checkbox"/> Library</p> <p><input type="checkbox"/> Social Welfare (Family Independence Agency)</p> <p><input type="checkbox"/> Commission on Aging</p> <p><input type="checkbox"/> Other Special Revenue Funds</p> <p><input checked="" type="checkbox"/> Building Authority</p> </td> <td style="width: 50%; vertical-align: top;"> <p><u>Business-Type Functions</u></p> <p><input checked="" type="checkbox"/> Delinquent Tax Revolving</p> <p><input checked="" type="checkbox"/> Commissary</p> <p><input checked="" type="checkbox"/> Bus System</p> <p><input checked="" type="checkbox"/> Administrative Services</p> <p><input checked="" type="checkbox"/> Building and Grounds</p> <p><u>Component Units</u></p> <p><input type="checkbox"/> University Center</p> <p><input type="checkbox"/> Road Commission</p> <p><input type="checkbox"/> Ambulance</p> <p><input type="checkbox"/> Sportsplex</p> <p><input type="checkbox"/> Other:</p> </td> </tr> </table>	<p><u>General Fund Functions</u></p> <p><input checked="" type="checkbox"/> General Fund Departments</p> <p><input type="checkbox"/> 46th Trial Court</p> <p><input type="checkbox"/> Joint Building Authority</p> <p><input checked="" type="checkbox"/> Other Jointly Governed Organizations</p> <p><u>Special Revenue Functions</u></p> <p><input checked="" type="checkbox"/> Parks and Recreation</p> <p><input type="checkbox"/> Library</p> <p><input type="checkbox"/> Social Welfare (Family Independence Agency)</p> <p><input type="checkbox"/> Commission on Aging</p> <p><input type="checkbox"/> Other Special Revenue Funds</p> <p><input checked="" type="checkbox"/> Building Authority</p>	<p><u>Business-Type Functions</u></p> <p><input checked="" type="checkbox"/> Delinquent Tax Revolving</p> <p><input checked="" type="checkbox"/> Commissary</p> <p><input checked="" type="checkbox"/> Bus System</p> <p><input checked="" type="checkbox"/> Administrative Services</p> <p><input checked="" type="checkbox"/> Building and Grounds</p> <p><u>Component Units</u></p> <p><input type="checkbox"/> University Center</p> <p><input type="checkbox"/> Road Commission</p> <p><input type="checkbox"/> Ambulance</p> <p><input type="checkbox"/> Sportsplex</p> <p><input type="checkbox"/> Other:</p>	<p>Revised 08/25/09</p> <p>Applicable Forms</p>
<p><u>General Fund Functions</u></p> <p><input checked="" type="checkbox"/> General Fund Departments</p> <p><input type="checkbox"/> 46th Trial Court</p> <p><input type="checkbox"/> Joint Building Authority</p> <p><input checked="" type="checkbox"/> Other Jointly Governed Organizations</p> <p><u>Special Revenue Functions</u></p> <p><input checked="" type="checkbox"/> Parks and Recreation</p> <p><input type="checkbox"/> Library</p> <p><input type="checkbox"/> Social Welfare (Family Independence Agency)</p> <p><input type="checkbox"/> Commission on Aging</p> <p><input type="checkbox"/> Other Special Revenue Funds</p> <p><input checked="" type="checkbox"/> Building Authority</p>	<p><u>Business-Type Functions</u></p> <p><input checked="" type="checkbox"/> Delinquent Tax Revolving</p> <p><input checked="" type="checkbox"/> Commissary</p> <p><input checked="" type="checkbox"/> Bus System</p> <p><input checked="" type="checkbox"/> Administrative Services</p> <p><input checked="" type="checkbox"/> Building and Grounds</p> <p><u>Component Units</u></p> <p><input type="checkbox"/> University Center</p> <p><input type="checkbox"/> Road Commission</p> <p><input type="checkbox"/> Ambulance</p> <p><input type="checkbox"/> Sportsplex</p> <p><input type="checkbox"/> Other:</p>		

Contact Department Administration	Contact Phone Number 989-731-7520	Contact Fax Number 989-731-7529	Contact E-Mail jburt@otsegocountymi.gov
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Summary

The purpose of this policy is to establish procedures for the purchase of all supplies, equipment, vehicles, and all construction or altering of County facilities for any department of the County of Otsego in a manner that maximizes the purchasing value of public funds in procurement. This policy includes capital leases on any such item as listed above. This policy shall apply to every expenditure of public funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

Procedures

1. Definitions

1.1 **Capital Outlay Items:** Non-expendable items itemized in the County's capital improvement budget/plan.

1.2 **Competitive Bids:** Prices received from vendors on items or services \$10,001 or more. Competitive bids are received as sealed bids only and are opened at advertised public bid openings. The requirement for sealed competitive bids shall not apply to intergovernmental contracts, contracts for professional services or emergency repairs, or for the reauthorization of contracts, which have been previously approved by the Otsego County Board of Commissioners.

1.3 **Expendable/Recurrent Supplies:** Routine supplies needed to carry on the County's daily business (i.e. food, medical supplies, office supplies). Expendable supplies are generally acquired using preferred vendors.



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1.4 **Final Approver:** Person(s) designated to utilize the electronic purchasing system with the authority to convert requisitions to purchase orders.

1.5 **Formal Bidding:** Formal bidding procedure should be used for purchases from \$5,001 to \$10,000. It includes solicitation of written bids through the mail, e-mail, and facsimile.

1.6 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Informal bids (quotes) includes solicitation of written bids and may be solicited by telephone, personal contact, or in writing.

1.7 **Public Bid Opening:** A place, date and time established to open competitive bids received on items and/or services being procured. Adequate public notice of the invitation for bids shall be given not less than 10 calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation within the County for a reasonable time prior to the bid opening.

1.8 **Request for Proposal (RFP):** A document issued by the County Administrator, which contains specifications and County bidding procedures for procurement of items and/or services. An RFP is sent out to vendors as a mechanism to solicit for competitive bids.

1.9 **Request for Quotation (RFQ):** A document (less formal than an RFP) issued by the County Administrator/Management Team Member, which contains specifications for the procurement of items and/or services. An RFQ is sent out to vendors as a mechanism to solicit for competitive quotes.

2. POLICY: The County utilizes an electronic accounting system with a purchasing module that includes a requisition and purchase order system. Every purchase on behalf of the County (unless specifically exempted) shall require a requisition and purchase order. Except as otherwise specified herein, purchases / contracts will be awarded to a contractor or bidder based on price, record of performance, availability, dependability and experience. All purchases by contract, or otherwise, as herein authorized, will be in accordance with such appropriations as have been made by the Board of Commissioners for the support of the respective departments.

It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when (the County employee knows that) the County employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract.

2.1 **Basic Purchases:** Items valued at \$500 or less are considered basic purchases. There are not any bidding requirements for these purchases; however, the requisition and purchase order system must be utilized. Management Team Members or their designee(s) are authorized to draft requisitions and act as the final approver. The responsible party shall exercise reasonable scrutiny when expending funds under the \$500 threshold.

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2.2 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Individual employees, with approval of their Management Team Member, may solicit informal bids as outlined below. Bids must be written. The Management Team Member (their designee when absent) must act as final approver.

- A. **Bid Information:** To insure fairness in, each vendor solicited should be given the same information. This information should include:
- Description of items to be purchased
 - Special terms and/or specifications
 - Desired delivery date
- B. **Record of Bids:** All bids solicited shall be in writing and will be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Manager's explanation if lowest priced vendor not selected.

2.3 **Formal Bidding:** Purchases from \$5,001 to \$10,000 are subject to the formal bidding procedure. The respective department shall follow the formal bidding process. The Management Team Member must approve with the County Administrator or designee acting as the final approver. It includes solicitation of written quotations/bids through direct contact, public advertisement or any combination of the same.

- A. The solicitation/advertisement must include the following:
- Identification of item(s) to be bid upon
 - Location bids are to be submitted
 - Date and time of bid deadline for submission
 - Contact for further information
 - Statement of County's rights to reject bids
 - Contract compliance terms
 - Product specifications
- B. **Record of Bids:** All bids solicited shall be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Department Head explanation if lowest priced vendor not selected.

2.4 **Competitive Bidding:** Purchases with an anticipated obligation of \$10,001 or more are required to have sealed, competitive bidding and comply with Public Act 167 and 168 of 1993. Two (2) competitive bids are required for purchases of \$10,001 or more.

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Professional services and intergovernmental contracts and emergency repairs, or reauthorization of contracts that have been previously approved are exempted from this policy. A copy of all bid document material must be provided to the Administration Department.

- A. If a bid document must be prepared (\$10,001 or more), it shall include:
- Bid Reference Number as assigned by the Administration Department
 - Bid advertisement
 - Bid preparation instructions
 - Proposal
 - Contract
 - General conditions
 - Special conditions
 - General specifications
 - Detailed specifications
 - State or Federal guidelines (if necessary)

The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. The reason for rejection may include past performance issues, and compatibility with existing equipment or software. Vendors located in Otsego County are hereby granted a 5% cost variance for low bid determination.

A "local vendor" is defined as a vendor that operates a business within the legally defined boundaries of Otsego County. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) at which business is being conducted.

- B. All bids shall be opened at the time, date and place specified, and the opening and inspection of all bids shall be made by the County Administrator. A complete summary of the bids, including the bidding firm's name, cost, qualifying data, and any other relevant information, shall be kept on file. Final approval, acceptance and selection of bids that are low bid and meet specifications shall be recommended by the County Administrator to the Board of Commissioners.

2.5 **Expendable Supplies:** For each expendable category of purchases, the County Administrator, with the assistance of the respective department staff (i.e. maintenance/jail food staff), will compile and maintain a list of preferred suppliers. Such lists will be reviewed and updated periodically. Typically one – three vendors will be listed to provide comparison pricing and selection options.

2.6 **Open Purchase Orders:** Open Purchase Orders shall be utilized for vendors that provide



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routine repetitive services. Open Purchase Orders may be opened and closed within any calendar month. Examples of authorized open purchase orders include: oil changes, car wash and other similar services.

2.7 Emergency Purchase Orders: In case of emergency needs, appropriate departments (maintenance, sheriff) are authorized to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety. Electronic access shall be provided to authorize the issuance of emergency purchase orders. Emergency procurements shall be made with such competition as is practicable under the circumstances and the cost shall not exceed \$5,000. An emergency purchase of up to \$10,000 may be made by the County Administrator without prior approval by the chair or vice-chair of the Board of Commissioners. The very nature of emergency expenditures may necessitate a significant financial decision without prior approval. All emergency expenditures in excess of \$10,000 shall be reported to the Board of Commissioners, in writing, within three business days.

In the case of emergency repairs where delays may cause further damage to county property, the County Administrator is authorized to spend up to \$10,000 without prior approval by the chair or Vice-Chair. Emergency repairs in excess of \$10,000 may be made by the County Administrator with advanced authorization from the chair or vice-chair.

2.8 Cooperative Government Contracts: Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by joining with other local governments, or participating with the State of Michigan or the Federal Government in purchasing. The County Administrator is authorized to enter into the necessary agreements or contracts on behalf of the County.

2.9 Exempted Purchases: Exempted purchases include maintenance agreement billings, utility billings, contracted service invoices, insurance payments, and other like services as noted in the Otsego County Payables Policy. The appropriate account number and signature of a Management Team member is required for exempted purchases, and shall appear across the invoice.

2.10 Payment Procedure: The respective Management Team member will be responsible for inspection of all orders, upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must accompany the invoice in order to obtain payment. Whenever a department rejects any orders, the County Administrator shall be notified immediately and given the reason for the rejection.

2.11 Capital Leases: The process for bidding capital leases shall be similar to other purchases. Should the price of the purchase not be reasonably known prior to engaging the bidding process, the Formal Bidding Process shall be used.

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- 2.12 **Bid Specification Changes:** All changes in bid specifications shall be reported to all known potential bidders. Such notification shall provide appropriate time for all such potential bidders to have adequate time to make adjustments to their bids.
- 2.13 **Demo Models:** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by purchasing a demonstration model.
- 2.14 **Rebidding:** Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for Competitive Bids, with notification being given to the Budget & Finance Committee members.
- 2.15 **Amending contracts on projects requiring bids:** The County Administrator may approve minor amendments to capital project contracts up to an amount of \$5,000, not to exceed more than 10% of the original contract amount. The County Administrator may approve minor amendments to capital project contracts up to an amount of \$10,000, not to exceed 10% of the original contract amount, with pre-notification to the Budget & Finance Committee. Any contract amendment beyond the limits specified above requires approval by the Board of Commissioners.
- 2.16 **Bond Requirements:** Bid bonds are required for construction or repair projects in the amount of \$100,000 or more. Bid bonds and performance bonds are required for construction or repair projects in the amount of \$250,000 or more. Bid bonds shall be in the amount of 10% of the total contract price. Performance bonds will be in the amount of 100% of the total contract price. Bond requirements cannot be waived.
- 2.17 **Lien Waivers:** For construction or repair projects in the amount of \$50,000 or more, the contractor is required to provide partial lien waivers, verifying all subcontractors and suppliers have been paid for their work to date, for payment requests beyond 25% of the total contract price. The final 10% of the contract price can be paid prior to receipt of lien waivers. The contractor will provide final lien waivers within 30 days of contract completion. In the event that a contractor does not provide the required lien waivers, the contract will not be eligible for future County projects without the consent of the County Infrastructure Committee.
- 2.18 **Insurance Requirements:** All contractors and/or vendors are required to maintain the following Insurance:
- A. Workers Compensation and Employers' Liability, Michigan Statutory Limits of Liability.
 - B. Commercial General Liability Insurance
 - C. Motor Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.
 - D. Otsego County will be named as Additional Insured on all insurance coverage, with

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the exception of Workers Compensation and Employers' Liability insurance.

Limits of Liability for General Liability, and Vehicle Liability shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of cancellation.

- 2.19 ***Professional Services Contracts Requirements:*** Professional Liability Coverage (Errors and Omissions) is required for all contracts for professional services such as architect, engineer, design firm or similar professions, and the medical professions, etc.

Limits of Liability for Professional Liability Coverage shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of

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cancellation.

2.20 Other Contractor Insurance Requirements:

For projects of over \$250,000, all vendor insurance must be obtained through an insurance company that has a financial strength rating of A or better by a reputable insurance rating company such as A.M. Best.

The County of Otsego will accept delivery of and authorize payment of only those services, supplies, merchandise or articles authorized for purchase, and acceptable under terms of the purchase agreement, in accordance with the procedures stated herein.

Payment for any services, supplies, merchandise or articles not authorized for purchase by the County Administrator and/or the Otsego County Board of Commissioners in accordance with the policies and procedures stated herein becomes the responsibility of the person or persons requesting such service, supplies, merchandise or article and the County may deny payment of the claim.

Any service being performed for the County that has not been authorized in accordance with the policies and procedures stated herein, shall be immediately discontinued and the original conditions restored at the expense of the person or persons requesting such service.

Payment in full for any service, supplies, merchandise or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service, supplies, merchandise or articles, will be held in abeyance until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

TABLE 1

Dollar Amount	Bidding Requirement	Final Approval
\$0 - \$500	None	Management Team Member or Designee
\$501 - \$5,000	Informal Bid	County Administrator
\$5,001 - \$10,000	Formal or Competitive Quote	County Administrator
\$10,001 or more	Competitive Bids (2)	Board of Commissioners



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Approvals (name and department)
Board of Commissioners

April 13, 2004

OCR 10-06
**Resolution Urging Implementation of the State Substance
Abuse Treatment and Prevention Allocation Formula**

Otsego County Board of Commissioners

February 23, 2010

- WHEREAS**, the Michigan Public Health Code directs the Office of Substance Abuse Services to "...recommend to the governor and legislature criteria for a formula basis for the distribution of substance abuse state and federal funds for substance abuse treatment and prevention" ; and
- WHEREAS**, a 2005 Performance Audit of the Bureau of Substance Abuse and Addiction Services recommend that "...BSAAS review its methodology for allocating funds to its regional Coordinating Agencies to help insure that funding for substance abuse prevention and treatment services is based on the needs for those services in each region."; and
- WHEREAS**, BSAAS agreed with the audit finding and convened and facilitated an Advisory Formula Allocation Workgroup; and
- WHEREAS**, the Advisory Formula Allocation Workgroup recommended an allocation formula to BSAAS in August of 2005 that has not been implemented; and
- WHEREAS**, Northern Michigan Substance Abuse Services, Inc. is the Regional Coordinating Agency for the counties of Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Iosco, Isabella, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Midland, Missaukee, Montmorency, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Presque Isle, Roscommon and Wexford; and
- WHEREAS**, the annual allocation of funds by BSAAS to Northern Michigan Substance Abuse Services is nearly \$1.1 million less than determined by the formula developed by the Advisory Formula Allocation Workgroup; and
- WHEREAS**, the lost funding causes reduced services for the residents of the 30 counties served by Northern Michigan Substance Abuse Services; and
- WHEREAS**, the funding inequity results in disproportionate human and financial costs within the referenced counties, including increased medical, law enforcement, judicial and other costs; now, therefore, be it
- RESOLVED**, by the Otsego County Board of Commissioners that the Otsego County Board of Commissioners urges the Michigan Department of Community Health Bureau of Substance Abuse and Addiction Services to immediately begin the implementation of the allocation formula as recommended by the Advisory Formula allocation Workgroup in August 2005; and, be it, further
- RESOLVED**, that this resolution be transmitted to the Michigan Department of Community Health Bureau of Substance Abuse and Addiction Services, to the County Board of Commission for each of the thirty counties served by Northern Michigan Substance Abuse Services and to Northern Michigan Substance Abuse Services.