



## Otsego County Board of Commissioners

225 West Main Street • Gaylord, Michigan 49735  
989-731-7520 • Fax 989-731-7529

### NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, March 9, 2010 beginning at 9:30 a.m., at the County Building at 225. W. Main Street, Room 100, Gaylord, Michigan 49735.

### AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval and Correction of Regular Minutes of February 23, 2010 w/attachments

Consent Agenda

- A. OCR 10-07 Mortgage Discharge - Smith - Motion to Adopt
- B. OCR 10-08 Mortgage Discharge - Bisson - Motion to Adopt
- C. Recycling Program Policies
- D. Recycling Permit Application

Administrator's Report

Department Head Report

- A. Clerk/ROD Update - Suzy DeFeyter
- B. Finance Department Update - Rachel Frisch

Committee Reports

- A. Planning Commission
  - 1. Sign Ordinance Amendments
  - 2. Wind Turbine Generator Ordinance Amendments
  - 3. Various Zoning Ordinance Amendments
  - 4. Zoning Ordinance Article 23 Zoning Board of Appeals Amendments
- B. Parks & Recreation Commission
  - 1. OCR 10-11 Parks and Recreation Millage

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
  - 1. March 2, 2010 Warrant
  - 2. March 9, 2010 Warrant
- B. OCR 10-09 Red Cross Month
- C. OCR 10-10 Elections Software License Fee Objection
- D. Laminating Fee

Public Comment

Board Remarks, Announcements, and informal discussions

Adjournment

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.

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Kenneth R. Glasser, Chairman

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Susan I. DeFeyter, Otsego County Clerk





**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 (Enterprises or Internal Svc)

**REVENUE**

| Account Number | Decrease | Increase |
|----------------|----------|----------|
| - -            | \$       | \$       |
| - -            | \$       | \$       |
| - -            | \$       | \$       |
| - -            | \$       | \$       |
| <b>Total</b>   | \$       | \$       |

**EXPENDITURE**

| Account Number      | Increase    | Decrease    |
|---------------------|-------------|-------------|
| 292 - 662 - 940,010 | \$          | \$ 1,300.00 |
| 292 - 662 - 704,600 | \$ 1,300.00 | \$          |
| - -                 | \$          | \$          |
| - -                 | \$          | \$          |
| - -                 | \$          | \$          |
| - -                 | \$          | \$          |
| <b>Total</b>        | \$          | \$          |

*Tracy J. Cruz*  
Department Head Signature

2/3/2010  
Date

|                           |
|---------------------------|
| <b>Finance Department</b> |
| Entered:                  |
| By:                       |

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval Date (if necessary)

\_\_\_\_\_  
Budget Adjustment #

\_\_\_\_\_  
Posting Number

*\* to cover transporters workers' comp insurance*



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: Various

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 To adjust for changes in 2010 health insur. coverages

| Account Number                                | Decrease | Increase  |
|---|----------|-----------|
| 101.030 - 699.030 - Transfer In               | \$       | \$ 10,232 |
| 647.050 - 400.001 - Budgeted Use of Fund Bal. | \$       | \$ 10,232 |
| -   | \$       | \$        |
| -   | \$       | \$        |
| <b>Total</b>                                  | \$       | \$        |

**EXPENDITURE**

| Account Number                            | Increase  | Decrease  |
|---|-----------|-----------|
| 101.351 - 704.110 - hospitalization       | \$ 12,232 | \$        |
| " - 704.700 - pmt. in lieu of ins.        | \$        | \$ 2,000  |
| 647.941 - 999.000 - Transfer out          | \$ 10,232 | \$        |
| 212.430 - 704.110 - hospitalization       | \$ 3,900  | \$        |
| " - 704.700 - pmt in lieu of ins.         | \$        | \$ 3,000  |
| 212.941 - 999.000 - Contrib. to fund bal. | \$        | \$ 1,900  |
| <b>Total</b>                              | \$ 26,364 | \$ 26,364 |

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 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<br>If not altered a \$25.00 good faith contract is signed stating the animal<br>will be altered: The \$25.00 is reimbursable with proof of sterilization.<br>(Voucher from County) | \$25.00        |
| <b>Total Cost of Adoption per Dog:</b>  | <b>\$55.00</b> |

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<br>If not altered a \$25.00 good faith contract is signed stating the animal<br>will be altered: The \$25.00 is reimbursable with proof of sterilization.<br>(Voucher from County) | \$25.00        |
| <b>Total Cost of Adoption per Cat:</b>  | <b>\$45.00</b> |

**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 |
| <b>Litters of Kittens:</b>        |         |
| 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: \$1.00 each  
For printing on 8½" x 11" paper.

##### 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 \$10.00 each  
Maps from computer with staff assistance

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 \$ 5.00 each  
Each sheet

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 |
|--------------------|----------|

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|                   |          |
|-------------------|----------|
| 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        | \$80.00           |
| 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         | \$80.00  |
| 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 <sup>1</sup> /50 <sup>2</sup> |
| <sup>1</sup> Price for first acre           |                                     |
| <sup>2</sup> 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                |

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**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

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**CONTRACT  
COUNTY OF OTSEGO**

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**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

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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 7<sup>th</sup> 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. Facilltates 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 filing 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 for 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

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- 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.

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- 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.**

**254 Little League Drive**

**GAYLORD, MI 49735**

**PHONE: 989-732-4243**

**FAX: 989-732-3923**

**E MAIL: [arrow sanitation@yahoo.com](mailto:arrow sanitation@yahoo.com)**

**THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is made and effective \_\_\_\_\_ [Date], by and between Arrow Sanitation L.L.C. of Gaylord, Michigan ("Lessor") and Oshtemo 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 254 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.**

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**AGREEMENT  
COUNTY OF OTSEGO**

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**CONTRACT:** Made as of this 23<sup>rd</sup> 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

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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

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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:** \_\_\_\_\_

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## **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**

WHREAS, 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

WHREAS, 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.



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**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**

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**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 Osego 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 15<sup>th</sup> 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 DBM 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 1<sup>st</sup> 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 30<sup>th</sup>.

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 11<sup>th</sup> 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 15<sup>th</sup> 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 DBM 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 "1<sup>st</sup> 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 1<sup>st</sup> 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 71/100 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).
  
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 30<sup>th</sup>.

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

LESSOR: 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 11<sup>th</sup> Day of February, 2009. 2010

LESSOR:  
OTSEGO COUNTY  
BY: \_\_\_\_\_  
Its: \_\_\_\_\_

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



# COUNTY OF OTSEGO Administrative Policy Manual

Policy Number  
  
**500.01**

|                            |                              |                               |
|----------------------------|------------------------------|-------------------------------|
| <b>Policy No</b><br>500.01 | <b>Subject</b><br>Purchasing | <b>Date Issued</b><br>4/13/04 |
|----------------------------|------------------------------|-------------------------------|

|   |   |
|---|---|
| <p><b>Application</b></p> <p><u>General Fund Functions</u></p> <p><input checked="" type="checkbox"/> General Fund Departments</p> <p><input type="checkbox"/> 46<sup>th</sup> 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"/> Sportplex</p> <p><input type="checkbox"/> Other:</p> | <p><b>Revised</b><br/>08/25/09</p> <p><b>Applicable Forms</b></p> |
|---|---|

|   |   |   |   |
|---|---|---|---|
| <b>Contact Department</b><br>Administration | <b>Contact Phone Number</b><br>989-731-7520 | <b>Contact Fax Number</b><br>989-731-7529 | <b>Contact E-Mail</b><br>jburf@otsego-county.mi.gov |
|---|---|---|---|

**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.



## COUNTY OF OTSEGO Administrative Policy Manual

Policy Number

500.01

### Procedures.

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.

Page Number  
2 of 9



## COUNTY OF OTSEGO Administrative Policy Manual

Policy Number

500.01

### Procedures

**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 noting 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



# COUNTY OF OTSEGO Administrative Policy Manual

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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

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**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.



**MARCH 9, 2010  
AGENDA**

**RESOLUTION NO. OCR 10-07**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 9, 2010

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 2709 Pine Grove, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 401, Pages 788-789, in the name William D. Smith and Marla K. Smith, husband and wife; and

**WHEREAS**, said Mortgage has been paid in full; now, therefore, be it

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, William D. Smith and Marla K. Smith, husband and wife; and, be it, further

**RESOLVED**, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, be authorized to sign said document.

**RESOLUTION NO. OCR 10-08**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 9, 2010

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 2709 Pine Grove, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 514, Page 701, in the name Pamela S. Bisson, a single woman; and

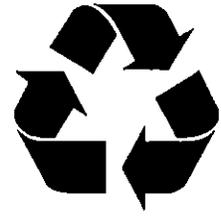
**WHEREAS**, said Mortgage has been paid in full; now, therefore, be it

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Pamela S. Bisson, a single woman; and, be it further

**RESOLVED**, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, be authorized to sign said document.



## Otsego County Recycling Program Policies

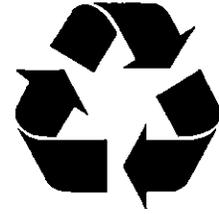


The following rules apply to the Otsego County Recycling Center located at the Crossroads Industries facility at 2464 Silver Fox Trail:

1. The Recycling Center will be open every Saturday of the month from 10:00 a.m. to 3:00 p.m. beginning May 1, 2010.
2. All individuals using the Recycling Center must be in possession of a Recycling Permit.
3. Recycling Permits may only be used by members of the purchaser's household.
4. The Recycling Center is for residential use only. The Center is not equipped to handle the volumes generated by businesses and institutions at this time.
5. Fees are set in the Otsego County Fee Schedule.
6. Trailers are not permitted.
7. The following items shall be accepted at the Recycling Center:
  - a. Cardboard, boxboard, brown paper bags.
    - Remove any packing material and flatten boxes.
    - Boxboard is the thin cardboard used to make things like cereal boxes and the tubes in paper towel rolls.
    - NO boxes made for use in coolers or freezers (for example pop can cases, and frozen food and butter boxes). They're not recyclable since they resist the water used to break down cardboard in the recycling process.
  - b. Cans, Foil & Foil Trays (Aluminum, Steel, and Tin)
    - Includes metal lids, foil wraps, pans, trays, pop or juice cans.
    - Rinse and flatten as much as possible.
    - Remove labels from cans.
    - No aerosol cans, paint cans, or propane tanks.
  - c. Glass Bottles & Jars (Clear/Green/Brown/Blue)
    - Rinse.
    - There's no need to remove labels.
    - NO light bulbs, window glass, or glass dishes.
  - d. #1 and #2 Plastic Bottles, Jugs, & Jars
    - Throw the lids in the garbage.
    - Rinse and flatten. There's no need to remove labels.
    - NO trays or clamshells. NO brown #1 bottles.
    - NO bags or tubs (like those used for yogurt and margarine).
    - NO #3, #4, #5, #6, or #7 plastics.



# Otsego County Recycling Program Application for Recycling Permit



Please complete the following application form for the Otsego County Recycling Program permit.

**Instructions:**

1. Return completed and signed application form.
2. Provide a check or money order made payable to the County of Otsego for the appropriate amount for the permit(s) and a **self-addressed stamped envelope** if ordering via mail.

Mail To:                   County Of Otsego  
                                   C/o County Treasurer's Office  
                                   225 W. Main Street, Room 107  
                                   Gaylord, MI 49735

Hand Deliver To:    the above or any other authorized location.

**Window Cling Permit Fees:**

|                                       |              |
|---------------------------------------|--------------|
| First Annual Permit .....             | \$50.00 Each |
| (annual permit valid until 4/30/2011) |              |
| Partial Year Permit .....             | \$35.00 Each |
| (valid through October 31, 2010)      |              |
| Extra or Replacement Permit.....      | \$20.00 Each |

**Application (PLEASE PRINT):**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Otsego County Address: \_\_\_\_\_  
(if different than Mailing Address)

Township, City, or Village for Otsego County Address: \_\_\_\_\_

|                           |                           |
|---------------------------|---------------------------|
| Vehicle #1                | Vehicle #2                |
| Registration Plate: _____ | Registration Plate: _____ |

I acknowledge that I will follow all posted rules of the Otsego County Recycling Program:

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

## Otsego County Planning Commission

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Sign Ordinance changes approved at the 12-18-2009 mtg.

### Add to Article 2 - definitions

Lights - flashing, intermittent or moving – a light that blinking, flashing, or fluttering lighting, including changes in light intensity, brightness or color except as provided for in 18.38.2.1.

### 18.38.1 Signs Permitted

#### 18.38.1.1 Name Plates in All Districts

Residential, business or industrial name plates which are not illuminated and do not exceed a total area of two (2) square feet, may be permitted in any district, and may be permitted in addition to any other legal sign.

#### 18.38.1.2 Accessory Signs in R1, R2, R3, RR, FR and AR Districts

One (1) sign not to exceed fifteen (15) square feet may be permitted for uses other than dwelling units, in R1, R2, R3, and RR Districts. In the FR and AR Districts, one (1) sign not to exceed thirty-two (32) square feet in area and measuring not more than four (4) feet by eight (8) feet shall be permitted.

#### 18.38.1.3 Accessory Signs in B and I Districts

Accessory Signs in B1, B2, B3 and/or I Districts may be permitted at the rate of two (2) per use, except that at least one sign shall be affixed to or be within two (2) feet of and be parallel with the wall of the main building. One (1) sign may be a freestanding or pylon sign.

Signs mounted on and parallel with the wall of the main building shall not exceed a total area of 2.5 feet times the length of the mounting wall.

Freestanding signs intended for local or passerby traffic shall not exceed a height of twelve (12) feet measured from the average grade at the base of the sign to the top of the sign. No freestanding sign shall exceed an area of thirty-two (32) square feet, and no such sign shall be longer than three times its width.

Pylon signs, designed and intended to attract traffic from a major expressway or highway, are approved but shall not exceed a height of 35' and must be constructed and mounted by approval methods set forth in the State Construction Code provided they meet the Airport Zoning Ordinance standards.

#### 18.38.1.4 Non Accessory Signs and Billboards

Billboards, poster boards, and non accessory signs may be permitted in B2, B3, & I Districts provided the area of the sign does not exceed an area of 200 square feet in B2 & B3 Districts and 300 square feet in I Districts. A non accessory sign or billboard shall not measure longer than three times its width.

Signs that come under the jurisdiction of P.A. 106 of 1972 are under the jurisdiction of the Township, if the Township has adopted a sign ordinance.

## Otsego County Planning Commission

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Sign Ordinance changes approved at the 12-18-2009 mtg.

### **18.38.1.5 Sign Lighting (also see SECTION 18.19 LIGHTING, OUTDOOR)**

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR B1, B2, B3, I, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are setback a minimum of ten (10) feet from all road right-of-ways and seventy-five (75) feet from any other property line.

**Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning one hour after sunrise and continuing until one hour before sunset, shall not be greater than 3,000 nits, nor greater than 100 nits at all other times.**

**Signs externally illuminated, the light on the proposed sign shall be mounted on the top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed into the sky or onto any portion of a street, road, highway or adjacent properties. Illumination shall be limited such that reflected luminance does not exceed 100 nits per square meter.]**

### 18.38.2 Signs Prohibited

18.38.2.1 Signs containing flashing, intermittent or moving lights. **A sign with messages or images accomplished by instantaneous re-pixilation NOT more often than one time in any sixty (60) seconds shall NOT be considered flashing, intermittent or moving and shall be ALLOWED.**

18.38.2.2 Signs with moving or revolving parts.

18.38.2.3 Signs affixed to trees, rocks, shrubs or similar natural features.

18.38.2.4 Signs that are insecurely fixed, unclear, in need of repair, or signs which imitate official traffic signals or traffic control signs or devices.

18.38.2.5 Signs utilizing vehicles, trucks, vans, or other wheeled devices, unless such signs are used for periods of less than seven (7) consecutive days in any 90 day period, or unless such signs have been approved by the Planning Commission as meeting a special purpose, need and/or as being appropriate for the particular use.

18.38.2.6 Advertising devices such as banners, balloons, flags, pennants, pinwheels, searchlights or other devices with similar characteristics, except when used temporarily for periods not to exceed seven (7) days within any 90 day period.

18.38.2.7 Signs which overhang or extend into a dedicated public right-of-way, without the written consent of the government unit having jurisdiction.

## Otsego County Planning Commission

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Sign Ordinance changes approved at the 12-18-2009 mtg.

### SECTION 18.19 LIGHTING, OUTDOOR

Outdoor light fixtures are electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include search, spot and flood lights for buildings and structures, recreation areas, parking lot lighting, landscape lighting, billboards and other signs (advertising or other), street lighting, product display area lighting, building overhangs and open canopies.

All outdoor lighting fixtures including pole mounted or building mounted yard lights, dock lights, and shoreline lights other than decorative residential lighting such as low level lawn lights, shall be subject to the following regulations:

18.19.1 Lighting shall be designed and constructed in such a manner:

18.19.1.1 to insure that direct or directly reflected light is confined to the area needing it and that it is not directed off the property,

18.19.1.2 that all light sources and light lenses are shielded,

18.19.1.3 that any light sources or light lenses are not directly visible from beyond the boundary of the site,

18.19.1.4 that light from any illuminated source shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas.

18.19.2 Lighting fixtures shall be a down-type having one hundred (100) percent cut off. The light rays may not be emitted by the installed fixture at angles above the horizontal plane, as may be certified by photometric test. A United States flag, Michigan flag or flag of a veterans origination chartered by the United State government shall be allow to have light illuminating them from below.

18.19.3 There shall be no blinking, flashing, or fluttering lighting, including changes in light intensity, brightness or color, except that lights may be controlled by a dimmer which can be periodically adjusted for conditions and signs as allowed in 18.38.2.1. Beacon lights are not permitted except where required by law.

18.19.4 No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

18.19.5 Decorative lights during holiday seasons shall be allowed.

18.19.6 Modification of these outdoor lighting standards may be permitted by the Zoning Board of Appeals for temporary uses of not more than 10 days per year, following these provisions as closely as possible.

**WTG Proposed Ordinance 18.47 approved at P. C. mtg. 2-22-2010**

**Add the below definitions to the definitions Article of the Ordinance (Art. II):**

**ANEMOMETER TOWER:** A structure, including all accessory facilities, temporarily erected, on which an anemometer is mounted for the purposes of documenting whether a site has wind resources sufficient for the operation of a wind turbine generator.

**WIND TURBINE GENERATOR (WTG):** A tower, pylon, or other structure, and any, all, or some combination of the following:

1. A wind vane, blade, or series of wind vanes or blades, or other devices mounted on a rotor for the purpose of converting wind into electrical or mechanical energy.
2. A shaft, gear, belt, or coupling device used to connect the rotor to a generator, alternator, or other electrical or mechanical energy producing device.
3. A generator, alternator, or other device used to convert the energy created by the rotation of the rotor into electrical or mechanical energy.

**WIND TURBINE GENERATOR HEIGHT:** The distance between the ground and the highest point of the wind turbine generator, regardless whether that point is on a fixed or mobile part of the wind turbine generator.

**WIND TURBINE GENERATOR- BUILDING-MOUNTED:** An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located and attached to the building's roof, walls, or other elevated surface.

**WIND TURBINE GENERATOR - LARGE:** A commercial Wind Turbine Generator (WTG) used to generate and provide electricity to the electric utility grid. It may include nearby accessory facilities necessary to supply and transfer the electricity to the utility grid. These WTGs are greater than 120 feet in height and shall not exceed 400 feet.

**WIND TURBINE GENERATOR — MEDIUM:** An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located having a height of greater than 60 feet but less than or equal to 120 feet.

**WIND TURBINE GENERATOR — SMALL:** An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located having a height of 60 feet or less.

**Remove the following terms and their respective definitions from the definitions Article of the Ordinance (Art. II):**

WIND TRUBINE GENERATOR – PRIVATE  
WIND TURBINE GENERATOR (WTG) OR UTILITY WTG  
WIND TURBINE GENERATOR TOWER HEIGHT  
ANEMOMETER TOWER – TEMPORARY

SECTION 18. 47. WIND GENERATION

The purpose of this section is to establish requirements for the location of Wind Turbine Generators (WTG), commonly known as wind turbines or windmills, and anemometer towers. The county recognizes that it is in the public interest to permit the location of wind turbine generators within the county. As such, this ordinance seeks to:

- a. Regulate the development of renewable energy resources in a prudent manner.
- b. Protect all areas of the County from any potential adverse impacts of WTG and anemometer towers;
- c. Regulate the location of WTG and anemometer towers within Otsego County;
- d. Protect the public health, safety and welfare;
- e. Avoid potential damage to adjacent property from the failure of WTG and anemometer towers.

18.47.1 ZONING DISTRICT LOCATIONS

WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use in all Zoning Districts. (See Sec. 18.47.2)

WTG Small: Permitted as an accessory use to an allowed Principal Use in all zoning districts. (See Sec. 18.47.3)

WTG Medium: Permitted as an accessory use to an allowed Principal Use in AR, FR & I Zoning Districts. (See Sec. 18.47.4)

WTG Large: Permitted Subject to Special Conditions in AR, FR. (See Sec. 18.47.5)

Anemometer Tower: Permitted Subject to Special Conditions in AR, FR. (See Sec. 18.47.6)

18.47.2 WIND TURBINE GENERATOR— BUILDING-MOUNTED.

A zoning permit shall be issued only when the following requirements are met:

- a. Zoning District: Permitted as an accessory use to an allowed Principal Permitted Use in all zoning districts.
- b. Height: The height of the WTG – BUILDING-MOUNTED shall not exceed 15 feet as measured from the highest point of the roof, excluding chimneys, antennae, and similar protuberances, to the highest point of the wind turbine generator, regardless whether that point is on a fixed or mobile part of the wind turbine generator.
- c. Property Line Setback: Shall be no closer than the minimum specified in Article 14. No portion of the wind turbine generator shall encroach into the required property line setback. If guy wires are used, their anchors may not be closer than the minimum setback specified in Article 14.
- d. Number of Units: All lots shall be allowed one (1) WTG – Building-Mounted provided all the requirements for WTG – Building-Mounted are met.
  - 1. Lots located in R1, R2, R3, RR, B1, B2 & B3 zoning districts shall be allowed up to two (2) WTG – Building-Mounted on a single lot if the lot meets or

exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirement for WTG – Building-Mounted are met.

2. Lots located in FR, AR & I zoning districts shall be allowed up to four (4) WTG – Building-Mounted on a single parcel if the parcel meets or exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirements for WTG – Building-Mounted are met.
3. WTG – Building-Mounted shall only be located on buildings greater than 200 square feet in area.
4. The Number of Units may be increased, in all zoning districts, by a rate of one (1) per each 20,000 square feet a lot is larger than the minimum lot size required in Article 14 provided all the requirements for WTG – Building-Mounted are met.
5. WTG – Building-Mounted shall be sited no closer than the height of the taller WTG from its base to the base of an adjacent WTG. For this purpose the base of a Building-Mounted WTG is considered to be the point at which the WTG tower attaches to the building.

e. **Sound Pressure Level:** Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the adjacent property or road is located per the following schedule:

| Zoning District    | Day dB(A) | Night dB(A) |
|--------------------|-----------|-------------|
| R1, R2, R3, RR, B1 | 40        | 35          |
| FR, AR             | 40        | 35          |
| B2, B3             | 50        | 45          |
| I                  | 60        | 50          |

For the purposes of this article, “Day” shall be defined as the hours between 7:00 AM and 7:00 PM and “Night” shall be defined as the hours between 7:00 PM and 7:00 AM. Sound pressure levels may be exceeded during short term events such as utility outages and/or windstorms.

- f. **Code Requirements:** Shall meet all applicable state and local construction and electrical codes, and all other permits required by law.
- g. **Safety:** WTG shall have an automatic braking, governing, or feathering system and shall be maintained in accordance with Underwriters Laboratories (UL) listed standards.
- h. **Tower:** Shall meet or exceed tower specifications provided by the manufacturer of the generator, or have a design approved by an independent professional engineer licensed in the State of Michigan.
- i. **WTG Unit:** Shall be Underwriters Laboratories (UL) listed.
- j. **Shadow flicker:** The WTG – Building-Mounted shall be designed, sited and operated in such a manner to minimize shadow flicker on a roadway. In addition the WTG – Building-Mounted shall be designed, sited and operated in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG – Building Mounted is erected. The owner and/or operator shall prohibit shadow flicker on any future lawfully constructed structure located off the property on which the WTG-Building Mounted is erected.

- k. Sale of electric power via net metering is permitted per applicable state law.
- l. The WTG-Building Mounted shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the WTG-Building Mounted is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- m. The WTG-Building Mounted shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.
- n. The WTG-Building Mounted shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- o. The WTG-Building Mounted shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG, the WTG Building Mounted owner and/or operator shall take such action as to correct the television, radio, cellular telephone or microwave reception.
- p. The WTG-Building Mounted shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- q. A WTG-Building Mounted that is not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within 90 days of receipt of a notice from the county requiring removal.
- r. The owner shall be responsible for the ongoing compliance with the standards of this ordinance.

#### 18.47.3 WIND TURBINE GENERATOR — SMALL.

A zoning permit shall be issued only when the following requirements are met:

- a. Zoning District: Permitted as an accessory use to an allowed Principal Use in all zoning districts.
- b. Height: Shall have a WIND TURBINE GENERATOR HEIGHT less than 60 feet.
- c. Property Line Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest property line from the base of the WTG.
- d. Riparian Zone Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest ordinary high water mark of lakes in the County that appear on the most recent US Geological Survey Quadrangle maps. Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest banks of rivers, streams, and flowages of water in the County that appear on the most recent US Geological Survey Quadrangle maps. These setbacks are measured on a horizontal plane.
- e. Number of Units: Lots located in R1, R2, R3, RR, AR, FR, B1, B2, B3, and I zoning districts may be allowed one (1) WTG – Small on a single lot if the lot meets or

exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirements for WTG – Small are met.

1. The Number of Units may be increased to a density not to exceed one (1) WTG-Small per five (5) acres (217,800 square feet).
2. WTG – Small shall be sited no closer than 1.5 times the height of the taller WTG from its base to the base of an adjacent WTG.

- f. **Sound Pressure Level:** Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the WTG is located per the following schedule:

| Zoning District    | Day dB(A) | Night dB(A) |
|--------------------|-----------|-------------|
| R1, R2, R3, RR, B1 | 40        | 35          |
| FR, AR             | 40        | 35          |
| B2, B3             | 50        | 45          |
| I                  | 60        | 50          |

For the purposes of this article, “Day” shall be defined as the hours between 7:00 AM and 7:00 PM and “Night” shall be defined as the hours between 7:00 PM and 7:00 AM. Sound pressure levels may be exceeded during short term events such as utility outages and/or windstorms.

- g. **Code Requirements:** Shall meet all applicable state and local construction and electrical codes, and other permits required by law. Wiring for WTG-Small shall be underground or enclosed in the tower.
- h. **Safety:** WTG-Small shall have an automatic braking, governing, or feathering system and shall be maintained in accordance with Underwriters Laboratories (UL) listed standards.
- i. **Blade clearance:** The minimum blade tip clearance from grade, structure, or appurtenance shall be 15 feet.
- j. **Tower:** Shall be a free-standing monopole (guy wires are not permitted) that shall meet or exceed tower specifications provided by the manufacturer of the generator, or have a design approved by an independent professional engineer licensed in the State of Michigan.
- k. **Shadow flicker:** The WTG – Small shall be designed, sited and operated in such a manner to minimize shadow flicker on a roadway. In addition the WTG – Small shall be designed, sited and operated in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG – Small is erected. The owner and/or operator shall prohibit shadow flicker on any future lawfully constructed structure located off the property on which the WTG-Small is erected.
- l. **Sale of electric power via net metering** is permitted per applicable state law.
- m. The WTG-Small shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if

the WTG-Small is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.

- n. The WTG-Small shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.
- o. The WTG-Small shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- p. The WTG-Small shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG-Small, the owner and/or operator shall take such action as to correct the television, radio, cellular telephone or microwave reception.
- q. The WTG-Small shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- r. A WTG-Small that is not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within 90 days of receipt of a notice from the county requiring removal.
- s. The owner shall be responsible for the ongoing compliance with the standards of this ordinance.

#### 18.47.4 WIND TURBINE GENERATOR — MEDIUM.

A zoning permit shall be issued only when the following requirements are met:

- a. Zoning District: Permitted as an Accessory Use to an allowed Principal Use only in AR, FR & I Zoning Districts.
- b. Height: Shall have a WIND TURBINE GENERATOR HEIGHT greater than 60 feet but less than or equal to 120 feet.
- c. Property Line Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest property line from the base of the WTG.
- d. Riparian Zone Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest ordinary high water mark of lakes in the County that appear on the most recent US Geological Survey Quadrangle maps. Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest banks of rivers, streams, and flowages of water in the County that appear on the most recent US Geological Survey Quadrangle maps. These setbacks are measured on a horizontal plane.
- e. Avian Corridors: WTG-Medium should not be located in historic avian migration pathways or frequent use corridors.
- f. Number of Units: Lots located in AR, FR & I zoning districts shall be allowed one (1) WTG – Medium on a single lot if the lot meets or exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirement for WTG – Medium are met.
  - 1. The Number of Units may be increased to a density not to exceed one (1) WTG-Medium per ten (10) acres (435,600 square feet).

2. WTG – Medium shall be sited no closer than 1.5 times the height of the taller WTG from its base to the base of an adjacent WTG.

g. Sound Pressure Level: Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the WTG is located per the following schedule:

| Zoning District    | Day dB(A)     | Night dB(A)   |
|--------------------|---------------|---------------|
| R1, R2, R3, RR, B1 | Not permitted | Not permitted |
| FR, AR             | 40            | 35            |
| B2, B3             | Not permitted | Not permitted |
| I                  | 60            | 50            |

For the purposes of this article, “Day” shall be defined as the hours between 7:00 AM and 7:00 PM and “Night” shall be defined as the hours between 7:00 PM and 7:00 AM. Sound pressure levels may be exceeded during short term events such as utility outages and/or windstorms.

- h. Code Requirements: Shall meet all applicable state and local construction and electrical codes, and other permits required by law. Wiring for WTG-Medium shall be underground or enclosed in the tower.
- i. Safety: WTG-Medium shall have an automatic braking, governing, or feathering system and shall be maintained in accordance with Underwriters Laboratories (UL) listed standards.
- j. Blade clearance: The minimum blade tip clearance from grade, structure, or appurtenance shall be 20 feet.
- k. Tower: Shall be a free-standing monopole that shall meet or exceed tower specifications provided by the manufacturer of the generator, or have a design approved by an independent professional engineer licensed in the State of Michigan.
- l. Shadow flicker: The WTG – Medium shall be designed, sited and operated in such a manner to minimize shadow flicker on a roadway. In addition the WTG – Medium shall be designed, sited and operated in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG – Medium is erected. The owner and/or operator shall prohibit shadow flicker on any future lawfully constructed structure located off the property on which the WTG-Medium is erected.
- m. Sale of electric power via net metering is permitted per applicable state law.
- n. The WTG-Medium shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the WTG-Medium is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- o. The WTG-Medium shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.

- p. The WTG-Medium shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- q. The WTG-Medium shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG, the owner and/or operator shall take such action as to correct the television, radio, cellular telephone or microwave reception.
- r. The WTG-Medium shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- s. A WTG-Medium that is not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within 90 days of receipt of a notice from the county requiring removal.
- t. The owner shall be responsible for the ongoing compliance with the standards of this ordinance.

#### 18.47.5 WIND TURBINE GENERATOR – LARGE

##### 18.47.5.1 Application Requirements for WTG – Large

In addition to the application requirements of Article 16 of this ordinance, an application for a special use permit for a WTG – Large shall include all the following information, unless expressly indicated otherwise:

- a. A site plan meeting all of the requirements of Article 20 of the Otsego County Zoning Ordinance.
- b. All requirements of Article 16 of the Otsego County Zoning Ordinance shall be met.
- c. A study prepared by a professional engineer, licensed in the State of Michigan, documenting that the site of the WTG – Large has sufficient wind resources for the proposed WTG – Large equipment.
- d. A detailed analysis by a professional engineer, licensed in the State of Michigan, describing the specific WTG - Large structure(s) tower proposed and all phases for implementing the development in compliance with these standards.
- e. A resume' or other written summary of the education, experience, and other qualifications of all experts providing information concerning the WTG- Large project shall be provided.
- f. An avian study based on U.S. Fish and Wildlife Service, "Guidelines to Avoid and Minimize Wildlife Impacts from Wind Turbines", Federal Register: July 10, 2003 (Volume 68, Number 132), or as updated or amended, and in effect at the time of the WTG – Large construction application, shall be provided.
- g. Analysis, measurements and projections of WTG - Large noise propagation shall conform to International Electromechanical Commission (IEC) Standard 61400-11 Part 11, as that standard may be amended or updated from time to time. Acoustic Noise Measurement Techniques shall include: optional noise directivity requirements (see below), infrasound (low frequency)

projections, low frequency noise (between 20 and 100 Hz) measurement and analysis and impulsivity measurement (noise pressure of potential “thumping” sounds). Analysis shall include but is not limited to:

1. A survey of the existing ambient background noise levels. Analysis shall include daytime measurements and also at least two ambient noise measurements between 9:00 PM and 11:59 PM and two between 1:00 AM and 5:00 AM.
  2. A prediction of the WTG - Large noise levels at the property border. This can be made with manufacturer’s data or data from a private testing agency for proposed WTGs or by direct measurement for WTGs in place, so long as measurements are conducted according to IEC and 61400-11 part 11 as that standard may be amended or updated from time to time. Including infrasound and low frequency noise between 20 and 100 Hz, modeling must identify likely pure tone sources.
  3. Identification and support for a model for sound propagation. The model may be hemispherical or spherical but particular attention must be paid to the noise propagation downwind of the proposed installation site and the propagation of sound at differing atmospheric densities.
  4. A comparison of calculated wind sound pressure levels with and without the WTG or proposed WTGs. This confirms the baseline for permitted sound levels once the WTGs are operating shall be provided.
- h. Written documentation that the applicant has notified the FAA, Gaylord Regional Airport and any other applicable state and federal regulatory agencies of the proposed WTG - Large.
  - i. Elevation drawings, computer generated sound models or simulations and other aids or documentation projecting the sound reaching off the property, on which the WTG - Large will be constructed, and the extent and duration of the sound shall be provided.
  - j. Elevation drawings, computer generated photographic simulations and other images, or other visual aids that depict how the WTG - Large tower and all accessory structures will appear as constructed on the proposed site from vantage points north, south, east, and west of the WTG - Large tower shall be provided.
  - k. A detailed written statement, with supporting evidence, demonstrating how the proposed WTG - Large will comply with all of the standards for approval shall be provided.
  - l. Written documentation projecting the shadow flicker on any existing structures located off the property on which the WTG – Large will be constructed, and the extent and duration of the flicker on these existing structures.

#### 18.47.5.2 Standards for WTG – Large Approval

The Planning Commission shall approve, or approve with conditions, an application for WTG – Large only upon a finding that the proposed WTG – Large complies with all of the following applicable standards, and the approval standards as found in Article 16 of the Zoning Ordinance.

- a. Zoning District: Permitted Subject to special Conditions in AR & FR.

- b. The proposed site shall have documented annual wind resources sufficient for the operation of the proposed WTG - Large. The wind resource documentation shall detail, at a minimum, ambient wind at the maximum height permitted by this ordinance. Lower elevations (consistent with anemometer tower approval) shall also be provided by the applicant.
- c. The minimum site area for WTG – Large shall be as necessary to meet the required setbacks and any other standards of this section.
- d. Noise permitted from WTG - Large is governed by the original ambient baseline noise study performed in accordance with Section 18.47.5.1(g) for the first WTG - Large on the subject property and original fixed noise pressure limits above baseline for both day and night operations.
- e. Broadband noise from WTG - Large shall be limited to no more than 10 decibels above the original ambient baseline sound level (or that level which is exceeded 90% of the time) beyond the property line, considering both daytime and night measurements as reported in the engineer’s sound propagation model required in Section 18.47.5.1(g). The day and night requirements may be different. The harmonic mean of the night measurements will set the baseline for night noise limits and the harmonic mean of the daytime measurements will set the baseline for daytime limits. Pure tones, defined as an octave band (at any frequency), are limited to no more than 3 decibels above the adjacent higher and lower octave bands.
- f. The maximum height of a Wind Turbine - Large shall be 300 feet. The Planning Commission may approve an increased height for a WTG Large, not to exceed 400 feet, if the following specific conditions are met along with the general conditions set forth in Section 16.7 of the Otsego County Zoning Ordinance. The increased height, however, shall be the smallest increase necessary to meet the following conditions:
  - 1. The increased height is necessary for the preservation of a substantial stand of trees, existing land forms or structures that would otherwise be removed to increase wind velocity.
  - 2. To improve the sound model and/or improve compliance with Sections 18.47.5.1(d), 18.47.5.1(e), 18.47.5.1(s).
- g. A WTG - Large shall meet a setback from any adjoining lot line and any adjoining public or private road a distance equal to 1.5 times the WIND TURBINE HEIGHT, but setbacks shall not be reduced to less than 1250 feet.
- h. For both horizontal and vertical axis WTG - Large turbines, the rotor shall be located on the tower such that the minimum blade clearance above the ground is 50 feet.
- i. A WTG - Large shall be a monopole or monotube style construction (as distinguished from a lattice-style tower) and shall not utilize guy wires.
- j. The WTG - Large shall have posted on the site in a visible, easily accessible location two signs no more than four (4) square feet in area displaying an address and telephone number for emergency calls. The emergency telephone number shall allow a caller to contact a responsible individual to address emergencies at any time during or after regular business hours and on weekends or holidays. One sign shall be located at the service drive entrance to the WTG at the minimum setback distance.

- k. The WTG - Large shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- l. The on-site electrical transmission lines connecting the WTG - Large to a public utility electricity distribution system shall be located underground. In addition all other utility lines shall be located underground.
- m. All WTG - Large turbines shall be equipped with controls to limit the rotational speed of the blades within design limits for the specific WTG.
- n. The WTG - Large shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the WTG - Large is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- o. The WTG - Large shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.
- p. The WTG - Large shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorized personnel only.
- q. The WTG - Large shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG - Large, the developer shall pay to correct the television, radio, cellular telephone or microwave reception.
- r. The WTG - Large shall be designed and sited in such a manner to minimize shadow flicker on a roadway. In addition the WTG - Large shall be designed and sited in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG - Large is constructed. It shall be the responsibility of the WTG - Large operator to modify operations to also prevent shadow flicker on dwellings constructed and/or occupied after installation of the WTG - Large. If necessary to prevent shadow flicker from crossing occupied structures the WTG - Large may be programmed to stop rotating during times the WTG - Large shadow crosses these structures. The WTG - Large operator may obtain a written easement or other written agreement which specifically allows shadow flicker to cross an occupied structure.
- s. The potential ice throw or ice shedding for the proposed WTG - Large shall not cross the property lines of the site in question nor impinge on any public Right-of-Way or overhead utility line. Compliance shall be demonstrated in the permit application by the specific analysis method but such model shall not alleviate the applicant of the need to comply with this subsection under all atmospheric conditions, for the life of the structure.
- t. Structural integrity of all components not under the jurisdiction of the Michigan Building Code shall be certified by a professional engineer licensed in the State of Michigan. Certification shall include; verification that ultimate strength exceeds that needed to withstand all factored loads and load combinations specified in SIE/ASCE 7-02 "Minimum Design Loads For Buildings And Other Structures". First Order Reliability Analysis shall demonstrate a reliability coefficient

(Beta) of not less than 3.54 for any failure mode that could result in any portion of the WTG falling to the ground. In lieu of First Order Reliability Analysis, adequate structural reliability may be demonstrated via analysis methods specified in the Michigan Building Code.

#### 18.47.5.3 Conditions for WTG - Large

The Planning Commission may attach reasonable conditions to the approval of a WTG - Large. These conditions may include those necessary to insure that public services and facilities affected by the WTG - Large will be capable of accommodating increased service and facility loads caused by the WTG - Large to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all of the following requirements:

- a. Be designed to protect natural resources, the health, safety, and welfare and the social and economic well being of those who will use the WTG - Large under consideration, residents and landowners immediately adjacent to the proposed WTG - Large and the community as a whole.
- b. Be related to the valid exercise of the police power, and purposes which are affected by the proposed WTG - Large.
- c. Be necessary to meet the intent and purpose of the zoning ordinance, be related to the standards established in the ordinance for the WTG - Large under consideration, and be necessary to insure compliance with those standards.

#### 18.47.5.4 Ongoing Compliance regarding WTG - Large

- a. The noise propagation, blade flicker and ice hazard standards developed in permitting of WTGs - Large are absolute. Once WTGs - Large are permitted, the owners have the option of compliance or discontinuation of operations.
- b. The owner of a WTG - Large shall conduct physical inspections of the WTG - Large structure(s) and associated equipment annually to ensure continuing compliance with this section and any conditions imposed with the approval of the WTG - Large. Copies of all inspection reports shall be submitted to the zoning administrator within thirty (30) days of the inspection. In the event a WTG- Large owner fails to comply with this Section the County shall have the authority to have the WTG - Large inspected and shall utilize funds from the performance bond to cover the costs of such inspection.
- c. Noise exceeding permitted levels. The ordinance recognizes that certain wind and weather conditions and altitude densities can enhance temporary noise pressure that exceeds permitted levels. If non-compliance with the noise standards is brought to the attention of Otsego County enforcement officials the complaint will be investigated and if confirmed, written notice will be sent to the WTG - Large owner requiring post permit documentation of corrective measures taken to address the sound. Documentation could include statements from those adjusting or modifying the WTG - Large and may, at the option of Otsego County, include additional noise propagation certification, conducted in a manner similar to that presented in Section 18.47.5.1 (g) tailored to the specific problem being addressed.

#### 18.47.5.5 Performance Guarantee for WTG – Large

In connection with the approval of a WTG - Large the Planning Commission shall require the owner of the WTG - Large to furnish the county with a performance guarantee in the form of a cash deposit, certified check, irrevocable bank letter of credit, or surety bond acceptable to the county in an amount equal to the estimated costs associated with removal of the WTG - Large and all associated equipment and accessory structures and restoration of the site to a reusable condition which shall include the removal of all underground structures to a depth of ten feet (10') below the natural ground level at that location.

A detailed cost estimate for the removal of the tower shall be provided with the application and shall be based on Means Construction Estimating Guide or similar accepted pricing schedule and shall not include credit for the salvageable value of any materials.

The amount of the performance guarantee shall be reviewed every five years at the time of the Planning Commission review of the WTG - Large as noted in Section 18.47.5.7. The amount of the performance guarantee shall be increased based on an inflation rate equal to the average of the previous 10 years Consumer Price Index, but not less than 3.5% per year.

If the performance bond is used to cover costs associated with inspections as noted in Section 18.47.5.4(b), the owner of the WTG - Large shall immediately insure that the full bond amount is available. Failure by the owner of the WTG - Large to insure that the full bond amount is available shall be a violation of this ordinance.

**18.47.5.6 Removal of WTG – Large**

WTG - Large that are not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG - Large within 90 days of receipt of a notice from the county requiring such removal. For purposes of this section, non-operation shall be deemed to include, but shall not be limited to, the blades of the WTG - Large remaining stationary so that wind resources are not being converted into electric or mechanical energy, or the WTG - Large is no longer connected to the public utility electricity distribution system. In the event a WTG - Large owner fails to remove the WTG - Large as required by this section the County shall have the authority to remove the WTG -Large and shall utilize the performance bond to cover the costs of such removal. If the performance bond is not sufficient to cover the cost of the removal, or if the performance bond has expired or is not available. The County shall institute an action in a court of competent jurisdiction for the collection of the cost for removal.

**18.47.5.7 Duration of Permit for WTG – Large**

A permit to operate a WTG - Large shall be valid for 20 years with review of the operation by the County Planning Commission at a public hearing every five (5) years.

**18.47.5.8 Use of Current Technology**

WTGs - Large shall be designed to the current state of the technology. Used, outdated or obsolete WTG - Large equipment shall not be permitted to be constructed or installed. With respect to performance standards set forth in this ordinance, repairs and parts replacement shall not be of lesser quality than that of the original permitted equipment and shall be upgraded to the performance standards current at the time of the repair. In no case shall repairs or alterations be allowed which will decrease the degree to which the WTG - Large complies with this ordinance.

**18.47.5.9 Major Equipment Replacement during Life of the Permit**

Should the WTG - Large operator wish to replace major components such as turbine blades, generator, main gear box, nacelle, or the entire WTG - Large, the operator shall demonstrate that the WTG - Large

will substantially meet the then current criteria for new WTG - Large permits, except that setback distances will not be increased. In no case shall replacement or alterations be allowed which will decrease the degree to which the WTG - Large complies with this ordinance.

#### 18.47.5.10 WTG - Large Permit Renewal

At any time the operator of a WTG - Large may elect to seek a new permit for a given site. A new WTG - Large permit shall not allow aspects of the previous permit to be "grandfathered". To qualify for a new permit the WTG - Large installation shall meet all criteria of the then current standards.

#### 18.47.6 Anemometer Towers

##### 18.47.6.1 Application Requirements for Anemometer Towers

In addition to the application requirements of Article 16 of this ordinance, an application for a special use permit for an anemometer tower shall include all the following information, unless expressly indicated otherwise:

- a. A site plan meeting all of the requirements of Article 20 of the Otsego County Zoning Ordinance shall be provided.
- b. All requirements of Article 16 of the Otsego County Zoning Ordinance shall be met.
- c. A detailed analysis by a professional engineer, licensed in the State of Michigan, describing the specific anemometer tower proposed and all phases for implementing the development in compliance with these standards.
- d. A resume' or other written summary of the education, experience, and other qualifications of all experts providing information concerning the anemometer tower project shall be provided.
- e. A detailed written statement, with supporting evidence, demonstrating how the proposed anemometer tower will comply with all of the standards for approval shall be provided.
- f. Written documentation that the applicant has notified the FAA, Gaylord Regional Airport and any other applicable state and federal regulatory agencies of the proposed anemometer tower.

##### 18.47.6.2 Standards for Anemometer Towers

The Planning Commission shall approve, or approve with conditions, an application for an anemometer tower only upon a finding that the proposed anemometer tower complies with all of the following applicable standards, and the approval standards as found in Article 16 of the Zoning Ordinance.

- a. Zoning District: Permitted Subject to special Conditions in AR & FR.
- b. The minimum site area for an anemometer tower shall be as necessary to meet the required setbacks and any other standards of this section.
- c. All requirements of Article 16 of the Otsego County Zoning Ordinance shall be met.
- d. The maximum height of an anemometer tower shall be 300 feet.

- e. An anemometer tower shall meet a setback from any adjoining lot line and any adjoining public or private road or overhead utility line a distance equal to the 1.5 times the height of the anemometer tower as measured to the highest point. The setback shall be measured from the outermost point on the base of the anemometer tower, not the guy or support wires.
- f. The anemometer tower shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the anemometer tower is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- g. The anemometer tower shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA
- h. The anemometer tower shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- i. The anemometer tower shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the anemometer tower, the developer shall pay to correct the television, radio, and cellular telephone or microwave reception.
- j. An anemometer tower may be a lattice-style tower and may utilize guy wires, providing access limitations are maintained to prevent climbing by unauthorized persons.
- k. The anemometer tower shall have posted on the site in a visible, easily accessible location two signs no more than four (4) square feet in area displaying an address and telephone number for emergency calls. The emergency telephone number shall allow a caller to contact a responsible individual to address emergencies at any time during or after regular business hours and on weekends or holidays. One sign shall be located at the service drive entrance to the anemometer tower at the minimum setback distance.
- l. The anemometer tower shall have no advertising painted on or attached to the tower or any other structure of the anemometer.
- m. Structural integrity of all components not under the jurisdiction of the Michigan Building Code shall be certified by a professional engineer licensed in the State of Michigan. Certification shall include; verification that ultimate strength exceeds that needed to withstand all factored loads and load combinations specified in SIE/ASCE 7-02 "Minimum Design Loads for Buildings and Other Structures". First Order Reliability Analysis shall demonstrate a reliability coefficient (Beta) of not less than 3.54 for any failure mode that could result in any portion of the WTG falling to the ground. In lieu of First Order Reliability Analysis, adequate structural reliability may be demonstrated via analysis methods specified in the Michigan Building Code.

18.47.6.3 Conditions for Anemometer Towers

The Planning Commission may attach reasonable conditions to the approval of an anemometer tower. These conditions may include those necessary to insure that public services and facilities affected by the Anemometer tower will be capable of accommodating increased service and facility loads caused by the anemometer tower, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all of the following requirements:

- a. Be designed to protect natural resources, the health, safety, and welfare and the social and economic well being of those who will use the anemometer tower under consideration, residents and landowners immediately adjacent to the proposed anemometer tower and the community as a whole.
- b. Be related to the valid exercise of the police power, and purposes which are affected by the proposed anemometer tower.
- c. Be necessary to meet the intent and purpose of the zoning ordinance, be related to the standards established in the ordinance for the anemometer tower under consideration, and be necessary to insure compliance with those standards.

#### 18.47.6.4 Performance Guarantee for Anemometer Towers

In connection with the approval of a anemometer tower the Planning Commission shall require the owner of the anemometer tower to furnish the county with a performance guarantee in the form of a cash deposit, certified check, irrevocable bank letter of credit, or surety bond acceptable to the county in an amount equal to the estimated costs associated with removal of the anemometer tower and all associated equipment and accessory structures and restoration of the site to a reusable condition which shall include the removal of all underground structures to a depth of ten feet (10') below the natural ground level at that location.

A detailed cost estimate for the removal of the anemometer tower shall be provided with the application and shall be based on Means Construction Estimating Guide or similar accepted pricing schedule and shall not include credit for the salvageable value of any materials.

#### 18.47.6.5 Removal of Anemometer Towers

Anemometer towers that are not operated for a continuous period of ninety (90) days shall be removed by the owner of the anemometer tower within ninety (90) days of receipt of a notice from the county requiring such removal. For purposes of this section, non-operation shall be deemed to include, but shall not be limited to, the anemometer instrument(s) being removed from the anemometer tower or disconnected so that wind resources are no longer being measured. In the event an anemometer tower owner fails to remove the anemometer tower as required by this section the County shall have the authority to remove the anemometer tower and shall utilize the performance bond to cover the costs of such removal. If the performance bond is not sufficient to cover the cost of the removal, or if the performance bond has expired or is not available. The County shall institute an action in a court of competent jurisdiction for the collection of the cost for removal.

#### 18.47.6.6 Duration of Permit for Anemometer Towers

A permit to construct and operate an anemometer tower shall be valid for fifteen (15) months and may be extended for a maximum of twelve (12) months, subject to planning commission approval.

**WTG – Other Ordinance Changes**

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**ARTICLE 3 ZONING DISTRICTS AND MAPS**

**SECTION 3.4 AREA AND BULK REQUIREMENTS FOR ALL DISTRICTS**

For each district in this Ordinance, the requirements of Article 14, Schedule of Dimensions establish the minimum lot area, minimum front, side and rear setbacks, minimum lot width, maximum lot coverage, maximum height of buildings, minimum ground floor area of a principal structures, minimum width of principal structures, and Multiple Dwellings minimum floor area per unit and lot size requirements.

**ARTICLE 4 R1 RESIDENTIAL DISTRICTS**

- 4.1.10 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.
- 4.2.9 WTG Small: Permitted as an accessory use to an allowed Principal Use.
- 4.2.10 Unlisted property uses if authorized under Article 18.44.

**ARTICLE 5 R2 GENERAL RESIDENTIAL DISTRICTS**

- 5.1.5 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.
- 5.2.8 WTG Small: Permitted as an accessory use to an allowed Principal Use.
- 5.2.9 Unlisted property uses if authorized under Article 18.

**ARTICLE 6 R3 RESIDENTIAL ESTATES**

- 6.1.8 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.
- 6.1.9 WTG Small: Permitted as an accessory use to an allowed Principal Use.

**ARTICLE 7 RR RECREATION RESIDENTIAL DISTRICT**

- 7.1.10 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.
- 7.2.11 WTG Small: Permitted as an accessory use to an allowed Principal Use.
- 7.2.12 Unlisted property uses if authorized under Article 18.44.

**ARTICLE 8 FR FORESTRY RECREATION**

- 8.1.18 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.
- 8.1.19 WTG Small: Permitted as an accessory use to an allowed Principal Use.
- 8.1.20 WTG Medium: Permitted as an Accessory Use to an allowed Principal Use.
- 8.2.19 WTG Large.
- 8.2.20 Anemometer Tower.
- 8.2.21 Unlisted property uses if authorized under Article 18.44.

**WTG – Other Ordinance Changes**

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**ARTICLE 9 AR AGRICULTURAL RESOURCE DISTRICT**

9.1.26 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

9.1.27 WTG Small: Permitted as an accessory use to an allowed Principal Use.

9.1.28 WTG Medium: Permitted as an Accessory Use to an allowed Principal Use.

9.2.22 WTG Large.

9.2.23 Anemometer Tower.

9.2.2 Unlisted property uses if authorized under Article 18.44.

**ARTICLE 10 B1 LOCAL BUSINESS DISTRICT**

10.1.18 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

10.2.9 WTG Small: Permitted as an accessory use to an allowed Principal Use.

10.2.10 Unlisted property uses if authorized under Article 18.44.

**ARTICLE 11 B2 GENERAL BUSINESS DISTRICT**

11.1.15 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

11.2.13 WTG Small: Permitted as an accessory use to an allowed Principal Use.

11.2.14 Unlisted property uses if authorized under Article 18.44.

**ARTICLE 12 B3 BUSINESS, LIGHT MANUFACTURING**

12.1.26 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

12.2.13 WTG Small: Permitted as an accessory use to an allowed Principal Use.

12.2.14 Unlisted property uses if authorized under Article 18.44.

**ARTICLE 13 I INDUSTRIAL**

13.1.12 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

13.1.13 WTG Small: Permitted as an accessory use to an allowed Principal Use.

13.1.14 WTG Medium: Permitted as an Accessory Use to an allowed Principal Use.

13.2.18 Unlisted property uses if authorized under Article 18.44.

**WTG – Other Ordinance Changes**

**ARTICLE 14 SCHEDULE OF DIMENSIONS**

14.1 Table 1 - LIMITING HEIGHT, DENSITY, AND AREA BY ZONING DISTRICTS (See also Article 18.1 Accessory Buildings and Article 19 General Exceptions for Area, Height, and Use)

| Zoning District   | R1 & R2                    | R3                 | RR                 | FR & AR                       | Reserved for future use |
|---|----------------------------|--------------------|--------------------|-------------------------------|-------------------------|
| Min. Lot Area (Sq. feet)                                    | 20,000<br>.46 acre         | 40,000<br>.92 acre | 20,000<br>.46 acre | 88,000<br>2.02 acre           |                         |
| Min. Front Setback (b)(j)                                   | 25 ft                      | 25 ft              | 25 ft              | 50 ft                         |                         |
| Max. Front Setback  | NA                         | NA                 | NA                 | NA                            |                         |
| Min. Side Setback   | 10 ft                      | 10 ft              | 10 ft              | 20 ft                         |                         |
| Min. Rear Setback   | 30 ft (a, h)               | 30ft (a, h)        | 30 ft (a, h)       | 40 ft (a)                     |                         |
| Min. Lot width (k)  | 100 ft<br>150 ft<br>Duplex | 100 ft             | 100 ft             | 150 ft<br>AR 300 ft<br>Duplex |                         |
| Max. % lot coverage   | 25%                        | 25%                | 25%                | 30%                           |                         |
| Max. Building height (l)                                    | 35 ft (g)                  | 35 ft (g)          | 35 ft (g)          | 35 ft (g)                     |                         |
| Min. Ground Floor area of principal structure (Square feet) | 720 (i)                    | 720 (i)            | 720 (i)            | 720 (i)                       |                         |
| Min. Width of principal structure                           | 20 ft (i)                  | 11ft (i)           | 20 ft (i)          | 11 ft (i)                     |                         |

| Zoning District  | B1                 | B2                 | B3                 | I                  | Reserve d for future use |
|--|--------------------|--------------------|--------------------|--------------------|--------------------------|
| Min. Lot Area (Square feet)                              | 10,000             | 10,000             | 20,000             | 40,000             |                          |
| Min. Front Setback                                       | 30 ft (e)          | 30 ft (e)          | 30 ft (e)          | 30 ft (e)          |                          |
| Max. Front Setback                                       | NA                 | NA                 | NA                 | NA                 |                          |
| Min. Side Setback  | 10 ft (c)          | 10 ft (c)          | 10 ft (c)          | 10 ft (c)          |                          |
| Min. Rear Setback  | 20 ft<br>(a, d, f) |                          |
| Min. Lot width (k)                                       | 100 ft             | 100 ft             | 100 ft             | 150 ft             |                          |
| Max. % lot coverage                                      | NA                 | NA                 | NA                 | NA                 |                          |
| Max. Building height (l)                                 | 35 ft (g)          | 35 ft (g)          | 35 ft (g)          | 35 ft (g)          |                          |
| Min. Ground Floor area principal structure (Square feet) | NA                 | NA                 | NA                 | NA                 |                          |
| Min. Width of principal structure                        | NA                 | NA                 | NA                 | NA                 |                          |

Minimum front, side and rear setbacks, and maximum lot coverage modifications of up to 25% may be approved by the Zoning Administrator for nonconforming lots, as described in Article 18.26.1 and 18.26.2.

**WTG – Other Ordinance Changes**

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Note a: Lots within 500 ft. of lakes, ponds, flowages, rivers, streams: see Article 15, LOTS NEAR WATER.

Note b: Where the front yards of two (2) or more principal buildings in any block, or within 500 feet in existence at the time of the passage of this Ordinance (or amendment thereto), in the same zoned district or the same side of the road are less than the minimum front yard setback, then any principal building subsequently erected on the same side of the road shall not be required to provide a greater setback than the average for the existing two or more principal buildings.

Note c: On the exterior side yard which borders on a residential district, there shall be provided a setback of not less than twenty (20) feet on the residential side in B1, B2 & B3 Districts.

Note d: Loading and unloading space shall be provided in the rear yard in the ratio of at least ten (10) square feet per linear foot of front building wall. Loading space shall not be counted as required off-street parking. Loading zones may be located in other non-required yards if screened or obscured from view from public streets and residential districts.

Note e: Off-street parking may be permitted in the front yard, except that a ten (10) foot wide landscaped buffer is maintained between the front lot line (or right-of-way line) and the parking area.

Note f: No building shall be placed closer than forty (40) feet to the outer perimeter of such district or property line when said use abuts a residential district boundary.

Note g: Subject to approval by the Planning Commission, the maximum height of buildings may be permitted to exceed the maximum stated in the Schedule by up to 50% in R1, R2, R3, RR, B1 and B2 Districts, and up to 100% in all other districts, provided that the applicant can demonstrate that no good purpose would be served by compliance with maximums stated, (as in the case of steep topography, a Planned Unit Development, or larger site); and further, there is no conflict with airport zoning height restrictions; fire safety is maintained subject to local fire authority approval; and the light, air and/or scenic views of adjoining property is not impaired. The Planning Commission and or Zoning Board of Appeals cannot allow a WTG height greater than allowed in Section 18.47 or a Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS. Also see Article 19 general Exceptions for Area, Height, and Use.

Note h: Section 18.1 allows a rear setback of 10 feet for accessory buildings.

Note i: The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this Ordinance.

**WTG – Other Ordinance Changes**

Note j: In instances where the property is adjacent to a public right of way or ingress egress easement dedicated as permanent adequate access to 1 or more lots, the setback shall be measured from that right of way or ingress egress easement.

Note k: Specific allowable uses have greater minimum lot widths as required in the Zoning District allowable use lists.

Note l: Specific allowable uses have greater allowable heights as stated in the Zoning District allowable use lists, Article 18 and Article 19, Section 19.3 Height Limits, of this ordinance.

**14.2 MULTIPLE DWELLINGS - BULK, DENSITY AND AREA**

| Minimum floor area per each unit | Lot size  |
|----------------------------------|---|
|                                  | Minimum width 200 feet at front building line   |
| Efficiency 250 square feet       | Minimum 40,000 square feet for any combination of six bedrooms<br><br>For every bedroom over six, add 1,000 square feet to the minimum lot size |
| One bedroom 400 square feet      |   |
| Two bedroom 500 square feet      |   |
| Three bedroom 600 square feet    |   |

Multiple Dwellings require a County Health Department written approval and/or permit for all proposed or installed septic tanks and wells. For the purpose of applying yard regulation, multiple family dwellings shall be considered as one building occupying one lot. When more than one multiple dwelling building occupies one lot, the structures must be separated by at least 30 feet when end to end, 60 feet when back to back or face to face, and 40 feet when end to face or back.

**SECTION 18.26 NONCONFORMITIES**

**18.26.1 INTENT**

It is recognized that there exists within the districts established by this Ordinance and/or by subsequent amendments, lots, buildings, structures, and uses of land and structures which were lawful before this Ordinance was passed or amended which would be prohibited, regulated, or restricted under the terms of this Ordinance or future amendments.

It is the intent of this Ordinance to permit these legal nonconforming lots, buildings, structures, or uses to continue until they are removed but not to encourage their survival. Minimum front, side and rear setbacks, minimum lot width, and maximum lot coverage modifications up to 25% may be approved by the Zoning Administrator upon a written finding that such a modification will have no adverse impact on the use or development of adjoining lots or threaten the public health or safety in any way.

**WTG – Other Ordinance Changes**

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**18.26.2 NONCONFORMING LOT**

A nonconforming lot is a lot that the boundaries of which are recorded in a plat, deed or land contract executed and delivered prior to the effective date of this Ordinance and the width, depth, and/or area of which does not meet the minimum dimensional requirements of the District in which it is located.

A single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Ordinance. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the District; provided that yard dimensions and other requirements not involving area or width or both, of the lot shall conform to the regulations for the District in which such lot is located. Minimum front, side and rear setbacks, and maximum lot coverage modifications up to 25% may be approved by the Zoning Administrator. Modifications greater than 25% may be obtained only by approval of the Board of Appeals.

Where two or more adjoining nonconforming lots are in existence under single ownership, such lots shall be used only in combinations which most closely satisfy the minimum lot size standards prescribed for the District in which said lots are located.

For definition purposes, "most closely" shall apply in situations where, for example, two lots combined do not meet the minimum, but a third lot would exceed the minimum by a greater amount than two lots would fall short; hence, only two lots need to be combined in this case.

**ARTICLE 19 GENERAL EXCEPTIONS FOR AREA, HEIGHT, AND USE**

The regulations in this Ordinance shall be subject to the following interpretations and exceptions:

**SECTION 19.3 HEIGHT LIMIT**

Height limitations shall not apply to farm silos, chimneys, church spires, flag poles, or public monuments; provided, however, that a height limit for any building or structure permitted as a conditional or special approval use may be set by the Planning Commission upon approval of a Site Plan.

19.3.1 This exemption shall not allow The Planning Commission and or Zoning Board of Appeals to allow a:

19.3.1.1 WTG height greater than allowed in the Zoning District **PRINCIPAL USES PERMITTED** or **PERMITTED USES SUBJECT TO SPECIAL CONDITIONS** and/or Section 18.47 or

19.3.1.2 Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District **PRINCIPAL USES PERMITTED** or **PERMITTED USES SUBJECT TO SPECIAL CONDITIONS**.

19.3.2 This exemption shall not apply in those instances where the County Airport Zoning Ordinance governs height within airport hazard areas.

**WTG – Other Ordinance Changes**

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**ARTICLE 21 PLANNED UNIT DEVELOPMENT (PUD)**

**INTENT**

The planned unit development (PUD) is intended to be a development option for land use changes in specified districts that contain multi-functional land use elements under single ownership or single management control. It is specifically intended to permit flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, natural resources, energy, and the providing of public services and utilities; encourage the maintaining of open space in its natural state; and provide better housing, employment, and shopping opportunities particularly suited to the needs of the residents of the County.

Planned unit developments may be authorized by special use permit pursuant to the procedures and site plan review of Article 16 of this Ordinance. Planned unit developments may be authorized in the following districts: R1, R2, and R3 and other residential districts in which PUD development would be appropriate. This may include the RR, FR and AR Districts.

The PUD is not intended to be a substitute for a multiple family zoning district, and any business type services are permitted only as accessory uses to the larger planned development.

**SECTION 21.1 GENERAL STANDARDS**

21.1.6 Building or Structural height: The maximum height of building or structures shall be thirty-five (35) feet, but may be modified up to one hundred (100) percent by the County Planning Commission where it is conclusively shown that the height modification will:

21.1.6.1 Result in a better use of land.

21.1.6.2 Not deprive off-premises properties of natural views, light and air.

21.1.6.3 Not detract from the character of uses and developments in the surrounding area.

21.1.6.4 Can be accommodated in terms of utility service requirements and fire protection systems.

21.1.6.5 This exemption shall not allow The Planning Commission and or Zoning Board of Appeals to allow a:

21.1.6.5.1 WTG height greater than allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS and/or Section 18.47 or

21.1.6.5.2 Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS.

**WTG – Other Ordinance Changes**

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**SECTION 18.46.1 DEFINITIONS:**

As used in this section the following terms shall have the meanings set forth below:

1. Antenna means any exterior transmitting or receiving device mounted on a tower, building structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.
2. Height means, when referring to a tower or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.
3. Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self supporting (lattice) towers, guyed towers, or monopole towers (including telephone poles). The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.
4. Co-location shall mean the location by two (2) or more communication providers of wireless communication facilities on a common structure, tower or building, with the view toward reducing the overall number of structures required to support wireless communication antennas within the County.

**SECTION 18.29 PETS AND OTHER ANIMALS**

18.29.1 The keeping of farm animals (horses, mules, cows, goats, chickens, pigs, etc.) for domestic purposes on residential lots or in business districts shall require a permit from the Zoning Administrator. The Zoning Administrator shall provide the applicant with a checklist showing which plot plan specifications of 22.3.3 need to be provided. Based on that application, the Zoning Administrator shall determine whether the keeping of animals meets the criteria of this Zoning Ordinance, and, if so, issue a permit.

18.29.2 The review requirements of 18.29.1 shall not apply to active farms.

## **ARTICLE 23 ZONING BOARD OF APPEALS**

### **SECTION 23.1 CREATION AND MEMBERSHIP**

A Zoning Board of Appeals, first established by the Zoning Ordinance adopted August 8, 1965, is hereby retained in accordance with Public Act 110 of 2006, as amended, known as the Michigan Zoning Enabling Act. The Zoning Board of Appeals shall perform its duties and exercise its powers in such a way that the objectives of this Ordinance shall be observed, public safety secured, and substantial justice done.

The Zoning Board of Appeals shall consist of the following seven (7) regular members and not more than two (2) alternate members, each of whom shall be appointed by the Board of County Commissioners:

23.1.1 One (1) of the regular members of the Zoning Board of Appeals shall be a member of the Planning Commission but shall not serve as chairperson of the Zoning Board of Appeals. [Sec. 3601 (4)]

23.1.2 One (1) regular or alternate member of the Zoning Board of Appeals may be a member of the Board of County Commissioners but shall not serve as chairperson of the Zoning Board of Appeals. An employee or contractor of the Board of County Commissioners may not serve as a member of the Zoning Board of Appeals. [Sec. 3601 (6)]

23.1.3 The remaining regular members, and any alternate members, shall be selected from the electors residing within Otsego County but outside the City of Gaylord or the Village of Vanderbilt. The members selected shall be representative of the population distribution and of the various interests present in Otsego County. [Sec. 3601 (5)]

23.1.4 An alternate member may be called as specified to serve as a member of the Zoning Board of Appeals in the absence of a regular member if the regular member will be unable to attend one (1) or more meetings. An alternate member may also be called to serve as a member for the purpose of reaching a decision on a case in which the member has abstained for reasons of conflict of interest. The alternate member appointed shall serve in the case until a final decision is made and shall have the same voting rights as a regular member of the Zoning Board of Appeals. [Sec. 3601 (7)]

23.1.5 A member of the Zoning Board of Appeals may be paid a reasonable per diem and reimbursed for expenses actually incurred in the discharge of his or her duties. [Sec. 3601 (8)]

23.1.6 A member of the Zoning Board of Appeals may be removed by the Board of County Commissioners for misfeasance, malfeasance, or nonfeasance in office upon written charges and after public hearing. A member shall disqualify himself or herself from a vote in which the member has a conflict of interest. Failure of a member to disqualify himself or herself from a vote in which the member has a conflict of interest constitutes malfeasance in office. [Sec. 3601 (9)]

23.1.7 The terms of office for members appointed to the Zoning Board of Appeals shall be for staggered three (3) years, except for members serving because of their membership on the County Planning Commission or Board of County Commissioners, whose terms shall be limited to the time they are members of those bodies. A successor shall be appointed not more than one (1) month after the term of the preceding member has expired. [Sec. 3601 (10)]

23.1.8 Vacancies for unexpired terms shall be filled for the remainder of the term in the same manner as the original appointment. [Sec. 3601 (11)]

## SECTION 23.2 JURISDICTION

23.2.1 The Zoning Board of Appeals shall have all the powers and duties granted by State law and this Ordinance, including the following specific powers:

23.2.1.1 **Interpretation of the Zoning Ordinance Text and Map:** To hear and decide requests for interpretation of the zoning map and zoning text, as well as for decisions on other special questions on which this Ordinance specifically authorizes the Zoning Board of Appeals to pass. [Sec. 3603 (1)]

23.2.1.2 **Administrative Review:** To hear and decide appeals where it is alleged by the appellant that there is an error in any administrative order, requirement, decision, or determination made by the Planning Commission or a Land Use Services officer charged with enforcement of this Ordinance. [Sec. 3603 (1)]

23.2.1.3 **Variances:** To grant nonuse variances relating to the construction, structural changes, or alteration of buildings or structures related to dimensional requirements of this Ordinance or to any other nonuse-related standard in the ordinance. [Sec. 3604 (8)]

23.2.2 **Exceptions:** The Otsego County Zoning Ordinance does not provide for appeals to the Zoning Board of Appeals for special land use or planned unit development decisions.

23.2.2.2 The Zoning Board of Appeals shall have no jurisdiction over decision of the Planning Commission in regard to matters concerning the granting of special use permits. [Sec. 16.13 of the current Zoning Ordinance]

## SECTION 23.3 MEETINGS

23.3.1 The Zoning Board of Appeals shall not conduct business unless a majority of the regular members of the Zoning Board of Appeals are present. [Sec. 3601 (12)]

23.3.2 Meetings of the Zoning Board of Appeals shall be held at the call of the chairperson and at other times as the Zoning Board of Appeals in its rules of procedure may specify. [Sec. 3602 (1)]

23.3.3 All meetings conducted by the Zoning Board of Appeals shall comply with the Open Meetings Act.

23.3.4 The Zoning Board of Appeals shall maintain a record of its proceedings which shall be filed in the office of the County Clerk. [Sec. 3602 (2)]

#### **SECTION 23.4. PROCEDURES**

23.4.1 The Zoning Board of Appeals shall establish and adopt its own rules of procedures. [Sec. 3603 (1)]

23.4.2 The chairperson or, in his or her absence, the acting chairperson may administer oaths and compel the attendance of witnesses. [Sec. 3602 (1)]

23.4.3 An appeal to the Zoning Board of Appeals may be taken by a person aggrieved or by an officer, department, board, or bureau of the state or local unit of government. In addition, a variance in the zoning ordinance may be applied for and granted under Section 4 of the Uniform Condemnation Procedures Act, 1980 PA 87, MCL 213.54. [Sec. 3604 (1)]

23.4.4 An appeal to the Zoning Board of Appeals must be filed within 21 days of the date the decision or order being appealed was communicated in writing by the Land Use Services officer to the aggrieved party. The applicant shall specify the grounds for the appeal on the appropriate application form along with the payment of established fees with the Land Use Services officer. The Land Use Services officer from whom the appeal is taken shall immediately transmit to the Zoning Board of Appeals all of the papers constituting the record upon which the action appealed from was taken. Sec. 3604. (2)

23.4.5 An appeal to the Zoning Board of Appeals stays all proceedings in furtherance of the action appealed from unless the County Land Use Services officer from whom the appeal is taken certifies to the Zoning Board of Appeals after the notice of appeal is filed that, by reason of facts stated in the certificate, a stay would in the opinion of the County Land Use Services officer cause imminent peril to life or property, in which case proceedings may be stayed by a restraining order issued by the Zoning Board of Appeals or a circuit court. Sec. 3604. (3)

23.4.6 Following receipt of a written request for a variance, interpretation of the zoning ordinance, or an appeal of an administrative decision, the Zoning Board of Appeals shall fix a reasonable time for the public hearing and give notice as provided in MCL 125.3103 and described in Section 16.5 Public Hearing Requirements of this Ordinance. Sec. 3604. (4)

23.4.7 At the hearing, a party may appear in person or by an authorized agent or attorney. The Zoning Board of Appeals may reverse or affirm, wholly or partly, or modify the order, requirement, decision, or determination and may issue or direct the issuance of a permit. Sec. 3604. (6)

23.4.8 The Zoning Board of Appeals shall only hear and decide a specific case that must include a public hearing.

23.4.9 The concurring vote of a majority of the members of the Zoning Board of Appeals is necessary to reverse an order, requirement, decision, or determination of the administrative

official or body, to decide in favor of the applicant on a matter upon which the Zoning Board of Appeals is required to pass under the zoning ordinance, or to grant a variance in the zoning ordinance. [Sec. 3603 (2)] The Zoning Board of Appeals shall state the grounds of any determination made by the board. [Sec. 3604 (2)]

23.4.10 A member of the Zoning Board of Appeals who is also a member of the Planning Commission shall not participate in a public hearing on or vote on the same issue as a member of both bodies. However, the member may consider and vote on other unrelated matters involving the same property. [Sec. 3601 (13)]

#### **SECTION 23.5 USE VARIANCE**

Nothing herein contained shall be construed to give the Zoning Board of Appeals the power or authority to change the Zoning Ordinance or the Zoning Map so as to allow a use of land that is not permitted in the district in which the property is located.

#### **SECTION 23.6 DIMENSIONAL OR NON-USE VARIANCE**

Where, owing to special conditions, a literal enforcement of the provisions of this Ordinance would involve "practical difficulties" within the meaning of this Ordinance, the Zoning Board of Appeals shall have power upon appeal in specific cases to authorize such variation or modification as may be in harmony with the spirit of this Ordinance, and so that public safety and welfare be secured and substantial justice done. No such variance or modification of the provisions of this Ordinance shall be granted unless it appears that there is clear and convincing evidence that all the following facts and conditions exist:

23.6.1 That the requested variance will not be detrimental to the public welfare or otherwise injurious to other properties in the same zoning district.

23.6.2 That the requested variance is necessary for the applicant to receive a right available to other properties in the same zoning district.

23.6.3 That special physical conditions or unique circumstances exist with this property and do not generally apply to other properties in the same zoning district.

23.6.4 That the special conditions or circumstances are not the result of actions by the applicant or predecessor in title.

23.6.5 That the requested variance is the minimum variance necessary that will make possible the reasonable use of the land.

#### **SECTION 23.7 TIME LIMITS**

Each variance granted under the provisions of this Ordinance shall become null and void unless: The construction authorized by such variance has received a County zoning permit within one (1) year after the granting of the variance; and the occupancy of land, premises, or buildings authorized by the variance has taken place within one (1) year after the granting of the variance, unless an extension of time has been granted by the Zoning Board of Appeals.

**SECTION 23.8 DECISION AS FINAL – APPEAL TO CIRCUIT COURT**

**23.8.1 The decision of the Zoning Board of Appeals shall be final. A party aggrieved by the decision may appeal to the circuit court for the county in which the property is located. [Sec. 3605]**

**23.8.4 An appeal under this section shall be filed within 30 days after the Zoning Board of Appeals certifies its decision in writing or approves the minutes of its decision. The court shall have jurisdiction to make such further orders as justice may require. [Sec. 3606.]**

**RESOLUTION NO. OCR 10-11**

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A  
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE OPERATION AND  
MAINTENANCE OF ALL PROGRAMS, PARKS AND FACILITIES  
UNDER THE JURISDICTION OF THE OTSEGO COUNTY PARKS AND  
RECREATION COMMISSION AND TO SUBMIT THE PROPOSITION TO  
THE ELECTORATE IN THE PRIMARY ELECTION ON AUGUST 3, 2010**

**OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 9, 2010**

**Recitals**

**WHEREAS**, the Otsego County Parks and Recreation Commission currently operates and maintains county parks and the Otsego County Community Center for the benefit of county residents and others visiting the county; and

**WHEREAS**, the funds to operate and maintain the programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center, are currently provided by a millage of 0.1875 mills previously approved by the county electors; and

**WHEREAS**, the millage previously approved by the county electors to operate and maintain the programs, parks and facilities, including the Community Center, expires on December 1, 2011; and

**WHEREAS**, the Otsego County Board of Commissioners desires to again obtain voter approval for the same millage amount (0.1875 mills) to provide funds for operating and maintaining all programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to submit this millage proposition to the county electors at the primary election to be held on August 3, 2010; now

**THEREFORE BE IT RESOLVED**, that the following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at the August 3, 2010 primary election.

**BALLOT LANGUAGE**

**OTSEGO COUNTY**

*This proposal is a renewal of the previously approved millage and will permit the County to levy up to 3/16 of one mill (\$.1875 per \$1,000.00 of taxable valuation) to provide funds for the operation and maintenance of all programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center.*

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to *three-sixteenths (3/16) of one mill (\$ .1875 per \$1,000 of taxable value)* on the taxable value of such property for a period of five (5) years, 2012 through 2016, inclusive, for the purpose of providing funds for the continued operation and maintenance of all programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$227,201 for Otsego County in 2012.

| COUNTY OF OTSEGO               |            |                                    |                                 |                 |              |  |
|--------------------------------|------------|------------------------------------|---------------------------------|-----------------|--------------|--|
| ACCOUNTS PAYABLE MARCH 2, 2010 |            |                                    |                                 |                 |              |  |
| Check #                        | Check Date | Payee                              | Description                     | GL #            | Amount       |  |
| 26036                          | 02/19/2010 | BENJAMIN TARBUTTON                 | MEN'S LEAGUE REF REST OF SEASON | 208-752-940.010 | \$ 300.00    |  |
| 26037                          | 02/19/2010 | CHARLIE LOVELACE                   | MEN'S LEAGUE REF REST OF SEASON | 208-752-940.010 | \$ 360.00    |  |
| 26038                          | 02/19/2010 | CHUCKS ELECTRIC OF GAYLORD         | 2193                            | 208-752-726.050 | \$ 87.00     |  |
| 26039                          | 02/19/2010 | CITY OF GAYLORD                    | WATER BILL                      | 208-752-920.200 | \$ 72.04     |  |
| 26040                          | 02/19/2010 | CONSUMERS ENERGY                   | PARK ELECTRIC BILL              | 208-751-930.620 | \$ 92.09     |  |
| 26040                          | 02/19/2010 | CONSUMERS ENERGY                   | CENTER ELECTRIC BILL            | 208-752-930.620 | \$ 533.33    |  |
|                                |            |                                    |                                 |                 | \$ 625.42    |  |
| 26041                          | 02/19/2010 | DAVID JOHNSON                      | MEN'S LEAGUE REF REST OF SEASON | 208-752-940.010 | \$ 360.00    |  |
| 26042                          | 02/19/2010 | EVAN CARR                          | SCOREKEEPER REST OF SEASON      | 208-752-940.010 | \$ 262.50    |  |
| 26043                          | 02/19/2010 | GASLIGHT MEDIA                     | 30775                           | 208-752-726.000 | \$ 59.95     |  |
| 26044                          | 02/19/2010 | LISTVAN PLUMBING & HEATING         | 106155                          | 208-752-726.050 | \$ 1,921.27  |  |
| 26045                          | 02/19/2010 | NORTHERN FIRE & SAFETY             | 222817                          | 208-752-726.000 | \$ 33.00     |  |
| 26046                          | 02/19/2010 | NORTHWEST MICHIGAN COMMUNITY HE    | CAMPGROUND INSPECTION FEE       | 208-751-726.000 | \$ 148.00    |  |
| 26047                          | 02/19/2010 | RICH CONSTRUCTION                  | BUILD SHELVES IN KITCHEN AREA   | 208-752-726.050 | \$ 850.00    |  |
| 26048                          | 02/19/2010 | STATE OF MICHIGAN                  | COMP UNIT EXPENSES              | 210-651-700.000 | \$ 15.00     |  |
| 26049                          | 02/23/2010 | IMPREST CASH, OTSEGO COUNTY TREASU | JUROR SERVICES                  | 101-145-930.930 | \$ 1,343.80  |  |
| 26050                          | 02/23/2010 | MMRMA                              | INSURANCE AND BONDS             | 101-851-930.100 | \$ 25,000.00 |  |
|                                |            |                                    |                                 |                 |              |  |
|                                |            |                                    |                                 |                 |              |  |
|                                |            |                                    |                                 |                 |              |  |
|                                |            |                                    |                                 |                 |              |  |

| Check # | Check Date | Payee                             | Description                       | GL #                   | Amount       |
|---------|------------|-----------------------------------|-----------------------------------|------------------------|--------------|
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | SUPPLIES - GENERAL                | 101-253-726.000        | \$ 18.44     |
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | EDUCATION AND TRAINING            | 516-253-704.400        | \$ 57.50     |
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | SUPPLIES - GENERAL                | 516-253-726.000        | \$ 18.43     |
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | TRAVEL                            | 516-253-930.500        | \$ 216.66    |
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | SUPPLIES - GENERAL                | 616-253-726.000        | \$ 18.43     |
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | EDUCATION AND TRAINING            | 617-253-704.400        | \$ 57.50     |
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | SUPPLIES - GENERAL                | 617-253-726.000        | \$ 18.43     |
| 26051   | 02/23/2010 | NORTHWESTERN BANK-CARDMEMBER SE   | TRAVEL                            | 617-253-930.500        | \$ 216.66    |
|         |            |                                   |                                   |                        | \$ 622.05    |
| 26052   | 02/25/2010 | GAYLORD AARF, INC                 | MARCH ARFF 2010                   | 281-537-940.010        | \$ 15,337.67 |
| 26053   | 03/02/2010 | ALCHEMY MIND, LLC                 | CAMP PROGRAMS                     | 205-301-704.400        | \$ 200.00    |
| 26053   | 03/02/2010 | ALCHEMY MIND, LLC                 | JAIL PROGRAMS                     | 595-351-726.000        | \$ 200.00    |
|         |            |                                   |                                   |                        | \$ 400.00    |
| 26054   | 03/02/2010 | BALLARD'S PLUMBING & HEATING, INC | PROPERTY - IMPROVEMENTS           | 499-901-970.300        | \$ 11,958.60 |
| 26055   | 03/02/2010 | BELINDA PINEDA                    | OTHER INCOME - OVER AND SHORT     | 516-030-694.000        | \$ 40.05     |
| 26056   | 03/02/2010 | BRUCE SCOTT                       | PER DIEM                          | 233-690-703.040        | \$ 40.00     |
| 26056   | 03/02/2010 | BRUCE SCOTT                       | TRAVEL 03-2009 COMPLAINT/2/18 MTG | 233-690-930.500        | \$ 12.80     |
|         |            |                                   |                                   |                        | \$ 52.80     |
| 26057   | 03/02/2010 | CDM MOBILE SHREDDING, LLC         | SUPPLIES - GENERAL                | 101-101-726.000        | \$ 45.00     |
| 26057   | 03/02/2010 | CDM MOBILE SHREDDING, LLC         | OUTSIDE CONTRACTED SERVICES       | 101-301-940.010        | \$ 22.50     |
|         |            |                                   |                                   |                        | \$ 67.50     |
| 26058   | 03/02/2010 | CHILD & FAMILY SERVICES OF NW MI  | OTHER INSTITUTIONS                | 292-662-930.810        | \$ 6,613.60  |
| 26059   | 03/02/2010 | CHRISTI P LONG                    | OTHER INCOME - OVER AND SHORT     | 516-030-694.000        | \$ 333.00    |
| 26060   | 03/02/2010 | CITY OF GAYLORD                   | T-HOUSE                           | 205-301-920.200        | \$ 61.53     |
| 26060   | 03/02/2010 | CITY OF GAYLORD                   | 001254-0000-02 FEBRUARY           | 588-699-920.200        | \$ 79.74     |
| 26060   | 03/02/2010 | CITY OF GAYLORD                   | LIVINGSTON A                      | 7-265-920.200-ALPCT000 | \$ 525.32    |
| 26060   | 03/02/2010 | CITY OF GAYLORD                   | COURTHOUSE                        | 7-265-920.200-CRTHS000 | \$ 1,134.36  |
| 26060   | 03/02/2010 | CITY OF GAYLORD                   | CROSS ST                          | 7-265-920.200-LNDUS000 | \$ 73.00     |
|         |            |                                   |                                   |                        | \$ 1,873.95  |

| Check # | Check Date | Payee                             | Description                     | GL #                    | Amount      |
|---------|------------|-----------------------------------|---------------------------------|-------------------------|-------------|
| 26061   | 03/02/2010 | CONSUMERS ENERGY                  | ELECTRIC                        | 212-430-930.620         | \$ 525.68   |
| 26061   | 03/02/2010 | CONSUMERS ENERGY                  | ELECTRICITY                     | 637-265-930.620         | \$ 145.77   |
| 26061   | 03/02/2010 | CONSUMERS ENERGY                  | ELECTRICITY                     | 7-265-930.620-ALPCT000  | \$ 3,825.27 |
| 26061   | 03/02/2010 | CONSUMERS ENERGY                  | ELECTRICITY                     | 7-265-930.620-LINDUS000 | \$ 426.64   |
|         |            |                                   |                                 |                         | \$ 4,923.36 |
| 26062   | 03/02/2010 | CORPORATE TITLE AGENCY            | MORTG POLICY MI-10298           | 233-690-940.010         | \$ 375.00   |
| 26063   | 03/02/2010 | DE LAGE LANDEN PUBLIC FINANCE     | SERVICE CONTRACTS               | 101-267-920.410         | \$ 278.82   |
| 26063   | 03/02/2010 | DE LAGE LANDEN PUBLIC FINANCE     | SERVICE CONTRACTS               | 101-864-920.410         | \$ 867.39   |
| 26063   | 03/02/2010 | DE LAGE LANDEN PUBLIC FINANCE     | SERVICE CONTRACTS               | 212-430-920.410         | \$ 278.82   |
|         |            |                                   |                                 |                         | \$ 1,425.03 |
| 26064   | 03/02/2010 | DELTA DENTAL OF MICHIGAN          | HOSPITALIZATION                 | 647-851-704.110         | \$ 6,843.28 |
| 26065   | 03/02/2010 | EREMAL L. REPP                    | CONTRACTED ELECTRICAL INSPECTOR | 249-371-801.020         | \$ 820.00   |
| 26066   | 03/02/2010 | GASLIGHT MEDIA                    | PROFESSIONAL                    | 101-228-801.020         | \$ 50.00    |
| 26066   | 03/02/2010 | GASLIGHT MEDIA                    | DATA/NETWORK SVCS               | 101-864-930.240         | \$ 800.00   |
| 26066   | 03/02/2010 | GASLIGHT MEDIA                    | TELEPHONE                       | 205-301-930.210         | \$ 32.00    |
| 26066   | 03/02/2010 | GASLIGHT MEDIA                    | UC MAN CONNECT INV #30605       | 261-427-940.010         | \$ 200.00   |
| 26066   | 03/02/2010 | GASLIGHT MEDIA                    | PORT FEE                        | 281-537-940.010         | \$ 16.00    |
|         |            |                                   |                                 |                         | \$ 1,098.00 |
| 26067   | 03/02/2010 | GLENN CRANE                       | HOSPITALIZATION/DENTAL          | 101-853-940.110         | \$ 250.00   |
| 26068   | 03/02/2010 | GLORIA SAWYER                     | OUTSIDE CONTRACTED SERVICES     | 101-134-940.010         | \$ 42.00    |
| 26069   | 03/02/2010 | GOVERNMENT FINANCE OFFICERS ASSOC | MEMBERSHIP AND DUES             | 645-201-930.600         | \$ 225.00   |
| 26070   | 03/02/2010 | GRAPHIC SCIENCES INC.             | OUTSIDE CONTRACTED SERVICES     | 249-371-940.010         | \$ 200.00   |
| 26071   | 03/02/2010 | GREAT LAKES CONSTRUCTION          | 03-2009 10% FINAL CONTRACT      | 233-690-940.010         | \$ 2,117.50 |
| 26072   | 03/02/2010 | IDEARC MEDIA CORP                 | SHERIFF TX LISTINGS             | 101-301-940.010         | \$ 13.88    |
| 26072   | 03/02/2010 | IDEARC MEDIA CORP                 | JAIL TX LISTING                 | 101-302-920.410         | \$ 13.87    |
|         |            |                                   |                                 |                         | \$ 27.75    |

| Check # | Check Date | Payee                          | Description                         | GL #            | Amount      |
|---------|------------|--------------------------------|-------------------------------------|-----------------|-------------|
| 26073   | 03/02/2010 | JAMES L. HIGGINBOTTOM          | 8/7/09 BRC CHEBOYGAN CLASS          | 101-332-801.030 | \$ 486.00   |
| 26074   | 03/02/2010 | JASON SAJDAK                   | RESITUTIONS PAYABLE-PRBT CT         | 701-000-271.148 | \$ 17.00    |
| 26075   | 03/02/2010 | JOSEPH SEIFERT                 | CONTRACTED ELECTRICAL INSPECTOR     | 249-371-801.020 | \$ 160.00   |
| 26076   | 03/02/2010 | KEN DAVIS                      | OUTSIDE CONTRACTED SERVICES         | 101-134-940.010 | \$ 40.00    |
| 26076   | 03/02/2010 | KEN DAVIS                      | SVCS OF CARE GIVER                  | 292-662-930.830 | \$ 8.00     |
|         |            |                                |                                     |                 | \$ 48.00    |
| 26077   | 03/02/2010 | MACPA                          | EDUCATION AND TRAINING              | 645-201-704.400 | \$ 215.00   |
| 26078   | 03/02/2010 | NORTHERN CREDIT BUREAU         | 2010 ANNUAL DUES                    | 233-690-930.600 | \$ 100.00   |
| 26079   | 03/02/2010 | OMS COMPLIANCE SERVICES INC    | OUTSIDE CONTRACTED SERVICES         | 588-699-940.010 | \$ 74.00    |
| 26080   | 03/02/2010 | OTSEGO CLUB & RESORT           | RESITUTIONS PAYABLE-PRBT CT         | 701-000-271.148 | \$ 60.00    |
| 26081   | 03/02/2010 | OTWELL MAWBY, P.C.             | LEAD CLEARANCE #09-141A             | 233-690-940.010 | \$ 350.00   |
| 26081   | 03/02/2010 | OTWELL MAWBY, P.C.             | LEAD CLEARANCE #09-108B             | 233-691-940.010 | \$ 1,100.00 |
|         |            |                                |                                     |                 | \$ 1,450.00 |
| 26082   | 03/02/2010 | PUBLIC AGENCY TRAINING COUNCIL | TRNG/WINKEL (MCOLES APPROVAL #5121) | 101-320-704.400 | \$ 295.00   |
| 26083   | 03/02/2010 | RANDY REYNOLDS                 | RESITUTIONS PAYABLE-PRBT CT         | 701-000-271.148 | \$ 25.00    |
| 26084   | 03/02/2010 | RICHARD OROURKE                | RESITUTIONS PAYABLE-PRBT CT         | 701-000-271.148 | \$ 25.00    |
| 26085   | 03/02/2010 | RONALD OROURKE                 | RESITUTIONS PAYABLE-PRBT CT         | 701-000-271.148 | \$ 25.00    |
| 26086   | 03/02/2010 | THOMAS SAWYER                  | TRAVEL                              | 101-134-930.500 | \$ 269.93   |
| 26086   | 03/02/2010 | THOMAS SAWYER                  | OUTSIDE CONTRACTED SERVICES         | 101-134-940.010 | \$ 82.00    |
| 26086   | 03/02/2010 | THOMAS SAWYER                  | TRAVEL                              | 292-662-930.500 | \$ 18.40    |
| 26086   | 03/02/2010 | THOMAS SAWYER                  | SVCS OF CARE GIVER                  | 292-662-930.830 | \$ 8.00     |
|         |            |                                |                                     |                 | \$ 378.33   |
| 26087   | 03/02/2010 | TITLE CHECK LLC                | SERVICE CONTRACTS                   | 516-253-920.410 | \$ 2,530.00 |



| Fund  | Amount       |
|---|--------------|
| Total for fund 101 GENERAL FUND             | \$ 31,170.60 |
| Total for fund 205 WORK CAMP                | \$ 293.53    |
| Total for fund 208 PARKS AND RECREATION     | \$ 5,079.18  |
| Total for fund 210 AMBULANCE SERVICES       | \$ 15.00     |
| Total for fund 212 ANIMAL CONTROL           | \$ 1,267.98  |
| Total for fund 233 HUD GRANT FUND           | \$ 4,095.30  |
| Total for fund 249 BUILDING INSPECTION FUND | \$ 1,180.00  |
| Total for fund 261.911 SERVICE FUND         | \$ 1,216.51  |
| Total for fund 281 AIRPORT                  | \$ 15,353.67 |
| Total for fund 292 CHILD CARE FUND          | \$ 6,648.00  |
| Total for fund 499 CAPITAL PROJECTS FUND    | \$ 11,958.60 |
| Total for fund 516 DELINQUENT TAX REVOLVING | \$ 3,195.64  |
| Total for fund 588 TRANSPORTATION FUND      | \$ 558.09    |
| Total for fund 595 JAIL COMMISSARY          | \$ 200.00    |
| Total for fund 616 HOMESTEAD AUDIT FUND     | \$ 18.43     |
| Total for fund 617 TAX FORECLOSURE FUND     | \$ 292.59    |
| Total for fund 637 BUILDING AND GROUNDS     | \$ 7,074.96  |
| Total for fund 645 ADMINISTRATIVE SERVICES  | \$ 440.00    |
| Total for fund 647 HEALTH CARE FUND         | \$ 6,843.28  |
| Total for fund 701 GENERAL AGENCY           | \$ 260.31    |
| TOTAL - ALL FUNDS                           | \$ 97,161.67 |

COUNTY OF OTSEGO

ACCOUNTS PAYABLE MARCH 9, 2010

| Check # | Check Date | Payee                            | Description              | GL #            | Amount    |
|---------|------------|----------------------------------|--------------------------|-----------------|-----------|
| 26096   | 03/09/2010 | 87-A DISTRICT COURT              | WITNESS SERVICES         | 101-131-930.940 | \$ 8.50   |
| 26097   | 03/09/2010 | ABEL M CRUZ                      | TELEPHONE                | 101-131-930.210 | \$ 30.00  |
| 26098   | 03/09/2010 | ACCURINT                         | SERVICES FOR PRE PROGRAM | 101-257-726.000 | \$ 50.00  |
| 26099   | 03/09/2010 | ADE INC                          | PROPERTY - SOFTWARE      | 101-131-970.450 | \$ 300.00 |
| 26100   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-131-704.110 | \$ 93.33  |
| 26100   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-136-704.110 | \$ 6.45   |
| 26100   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-141-704.110 | \$ 32.90  |
| 26100   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-148-704.110 | \$ 6.45   |
| 26100   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 215-141-704.110 | \$ 5.80   |
| 26100   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 292-662-704.110 | \$ 16.32  |
|         |            |                                  |                          |                 | \$ 161.25 |
| 26101   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-131-704.110 | \$ 93.33  |
| 26101   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-136-704.110 | \$ 6.45   |
| 26101   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-141-704.110 | \$ 32.90  |
| 26101   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-148-704.110 | \$ 6.45   |
| 26101   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 215-141-704.110 | \$ 5.80   |
| 26101   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 292-662-704.110 | \$ 16.32  |
|         |            |                                  |                          |                 | \$ 161.25 |
| 26102   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-131-704.110 | \$ 11.85  |
| 26102   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-133-704.110 | \$ 0.95   |
| 26102   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-136-704.110 | \$ 0.95   |
| 26102   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-141-704.110 | \$ 4.86   |
| 26102   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 101-148-704.110 | \$ 0.95   |
| 26102   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 215-141-704.110 | \$ 0.84   |
| 26102   | 03/09/2010 | ADVANCED BENEFIT SOLUTIONS, INC. | HOSPITALIZATION          | 292-662-704.110 | \$ 2.40   |
|         |            |                                  |                          |                 | \$ 22.80  |

| Check # | Check Date | Payee                               | Description                          | GL #            | Amount      |
|---------|------------|-------------------------------------|--------------------------------------|-----------------|-------------|
| 26103   | 03/09/2010 | ADVANCED MARKETING PARTNERS         | LEIN PAPER/SHERIFF PORTION           | 101-301-726.000 | \$ 54.49    |
| 26103   | 03/09/2010 | ADVANCED MARKETING PARTNERS         | LEIN PAPER/CIVIL DIV PORTION         | 101-302-726.000 | \$ 12.11    |
| 26103   | 03/09/2010 | ADVANCED MARKETING PARTNERS         | LEIN PAPER/CORRECTIONS PORTION       | 101-351-726.000 | \$ 54.50    |
|         |            |                                     |                                      |                 | \$ 121.10   |
| 26104   | 03/09/2010 | ALPINE COMPUTERS                    | SUPPLIES - GENERAL                   | 101-228-726.000 | \$ 10.99    |
| 26104   | 03/09/2010 | ALPINE COMPUTERS                    | VEH #693 CABLE TO XFER CD TO COMPUTR | 101-301-726.050 | \$ 10.99    |
|         |            |                                     |                                      |                 | \$ 21.98    |
| 26105   | 03/09/2010 | AMERICAN FIDELITY ASSURANCE COMPANY | COURT AFA SEC 125                    | 704-000-231.285 | \$ 140.30   |
| 26106   | 03/09/2010 | ARROW UNIFORM RENTAL                | 09-665231 FEBRUARY                   | 588-699-940.010 | \$ 65.73    |
| 26107   | 03/09/2010 | AUTO VALUE - GAYLORD                | 183-171386 STOCK                     | 588-699-726.050 | \$ 387.43   |
| 26108   | 03/09/2010 | BANK OF NEW YORK                    | PAYING AGENT FEE                     | 569-906-990.210 | \$ 225.00   |
| 26109   | 03/09/2010 | BENSINGER, COTANT & MENKES, P.C.    | PROFESSIONAL SVCS                    | 260-130-801.025 | \$ 660.00   |
| 26110   | 03/09/2010 | BRUCE CRANHAM, PC                   | OUTSIDE CONTRACTED SERVICES          | 101-141-940.010 | \$ 1,275.00 |
| 26110   | 03/09/2010 | BRUCE CRANHAM, PC                   | OUTSIDE CONTRACTED SERVICES          | 215-141-940.010 | \$ 225.00   |
|         |            |                                     |                                      |                 | \$ 1,500.00 |
| 26111   | 03/09/2010 | CAROL BRADBURY                      | OTHER INCOME - OVER AND SHORT        | 516-030-694.000 | \$ 216.16   |
| 26112   | 03/09/2010 | CATHOLIC HUMAN SERVICES             | OUTSIDE CONTRACTED SERVICES          | 292-662-940.010 | \$ 4,884.92 |
| 26113   | 03/09/2010 | CHARLES KLEE                        | PC MTG 2-22-10                       | 101-721-703.040 | \$ 40.00    |
| 26113   | 03/09/2010 | CHARLES KLEE                        | MILEAGE                              | 101-721-930.500 | \$ 4.80     |
|         |            |                                     |                                      |                 | \$ 44.80    |
| 26114   | 03/09/2010 | CHRISTOPHER MARTIN                  | PROFESSIONAL                         | 101-648-801.020 | \$ 300.00   |
| 26114   | 03/09/2010 | CHRISTOPHER MARTIN                  | TRAVEL                               | 101-648-930.500 | \$ 9.00     |
|         |            |                                     |                                      |                 | \$ 309.00   |
| 26115   | 03/09/2010 | CINTAS CORP                         | CARPET CLEANING                      | 281-537-920.400 | \$ 35.50    |

| Check # | Check Date | Payee                              | Description                      | GL #            | Amount      |
|---------|------------|------------------------------------|----------------------------------|-----------------|-------------|
| 26116   | 03/09/2010 | CMP DISTRIBUTORS                   | AMMO/SHERIFF PORTION             | 101-301-726.000 | \$ 30.00    |
| 26116   | 03/09/2010 | CMP DISTRIBUTORS                   | AMM/CIVIL DIV PORTION            | 101-302-726.000 | \$ 17.00    |
| 26116   | 03/09/2010 | CMP DISTRIBUTORS                   | AMMO/CORRECTIONS PORTION         | 101-351-726.000 | \$ 30.00    |
|         |            |                                    |                                  |                 | \$ 77.00    |
| 26117   | 03/09/2010 | CORNWELL TOOLS                     | 4717 SHOP TOOLS                  | 588-699-726.050 | \$ 33.95    |
| 26118   | 03/09/2010 | CUMMINGS, MCCLOREY, DAVIS & ACHO P | PROFESSIONAL SVCS                | 260-130-801.025 | \$ 702.00   |
| 26119   | 03/09/2010 | DELL PREFERRED ACCOUNT             | DELL P2210H                      | 101-257-920.400 | \$ 375.56   |
| 26120   | 03/09/2010 | DELTA DENTAL OF MICHIGAN           | HOSPITALIZATION                  | 101-131-704.110 | \$ 1,003.69 |
| 26120   | 03/09/2010 | DELTA DENTAL OF MICHIGAN           | HOSPITALIZATION                  | 101-136-704.110 | \$ 83.09    |
| 26120   | 03/09/2010 | DELTA DENTAL OF MICHIGAN           | HOSPITALIZATION                  | 101-141-704.110 | \$ 412.71   |
| 26120   | 03/09/2010 | DELTA DENTAL OF MICHIGAN           | HOSPITALIZATION                  | 101-148-704.110 | \$ 99.70    |
| 26120   | 03/09/2010 | DELTA DENTAL OF MICHIGAN           | HOSPITALIZATION                  | 215-141-704.110 | \$ 72.89    |
| 26120   | 03/09/2010 | DELTA DENTAL OF MICHIGAN           | HOSPITALIZATION                  | 292-662-704.110 | \$ 167.36   |
| 26120   | 03/09/2010 | DELTA DENTAL OF MICHIGAN           | HEALTH CARE CONTRIBS COURT       | 704-000-231.261 | \$ 96.29    |
|         |            |                                    |                                  |                 | \$ 1,935.73 |
| 26121   | 03/09/2010 | DUNNS                              | SUPPLIES INVENTORY               | 101-000-106.000 | \$ 209.94   |
| 26121   | 03/09/2010 | DUNNS                              | SUPPLIES - GENERAL               | 101-131-726.000 | \$ 230.00   |
| 26121   | 03/09/2010 | DUNNS                              | RENTAL - EQUIP/VEHICLES          | 101-131-920.520 | \$ 159.67   |
| 26121   | 03/09/2010 | DUNNS                              | CORRECTION TAPE/SHARPIE MARKERS  | 101-301-726.000 | \$ 6.27     |
| 26121   | 03/09/2010 | DUNNS                              | CORRECTION TAPE/SHARPIE MARKERS  | 101-302-726.000 | \$ 4.51     |
| 26121   | 03/09/2010 | DUNNS                              | TAPE/MARKERS/"MAILED FROM" STAMP | 101-351-726.000 | \$ 33.51    |
| 26121   | 03/09/2010 | DUNNS                              | SERVICE CONTRACTS                | 101-864-920.410 | \$ 1,589.91 |
| 26121   | 03/09/2010 | DUNNS                              | TEN MONEY REC BOOKS/WORK CAMP    | 205-301-726.000 | \$ 88.90    |
| 26121   | 03/09/2010 | DUNNS                              | INK; STAPLES; ENV.               | 588-699-726.000 | \$ 70.87    |
| 26121   | 03/09/2010 | DUNNS                              | 6709450 G. BAGS                  | 588-699-726.025 | \$ 36.93    |
|         |            |                                    |                                  |                 | \$ 2,430.51 |
| 26122   | 03/09/2010 | EDWARD ST PIERRE                   | SHIPPING AND MAILING             | 101-131-930.450 | \$ 78.80    |
| 26123   | 03/09/2010 | EDWIN VINECKI                      | 2/18 PER DIEM, HOUSING MTG       | 233-690-703.040 | \$ 40.00    |
| 26123   | 03/09/2010 | EDWIN VINECKI                      | 2/18 TRAVEL REIMB., HOUSING MTG  | 233-690-930.500 | \$ 2.40     |
|         |            |                                    |                                  |                 | \$ 42.40    |

| Check # | Check Date | Payee                               | Description                          | GL #            | Amount      |
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| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | PROFESSIONAL                         | 101-131-801.020 | \$ 1,240.00 |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | OUTSIDE CONTRACTED SERVICES          | 101-131-940.010 | \$ 91.33    |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | OUTSIDE CONTRACTED SERVICES          | 101-141-940.010 | \$ 220.64   |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | TECHNICAL SVCS                       | 101-228-801.030 | \$ 1,940.00 |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | SERVICE CONTRACTS                    | 101-267-920.410 | \$ 57.67    |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | SERVICE CONTRACTS                    | 212-430-920.410 | \$ 8.00     |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | OUTSIDE CONTRACTED SERVICES          | 215-141-940.010 | \$ 38.94    |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | SERVICE CONTRACTS                    | 261-427-920.410 | \$ 8.00     |
| 26124   | 03/09/2010 | EMPIRIC SOLUTIONS INC               | REPAIRS AND MAINTENANCE SVCS         | 645-172-920.400 | \$ 75.00    |
|         |            |                                     |                                      |                 | \$ 3,679.58 |
| 26125   | 03/09/2010 | FRANCES NOWAK                       | PC MTG 2-22-10                       | 101-721-703.040 | \$ 40.00    |
| 26125   | 03/09/2010 | FRANCES NOWAK                       | MILEAGE                              | 101-721-930.500 | \$ 6.00     |
|         |            |                                     |                                      |                 | \$ 46.00    |
| 26126   | 03/09/2010 | FSG SOFTWARE INC                    | SHERIFF'S PROGRAMS                   | 101-301-920.410 | \$ 2,902.13 |
| 26126   | 03/09/2010 | FSG SOFTWARE INC                    | CIVIL DIV PROGRAMS                   | 101-302-920.400 | \$ 825.91   |
| 26126   | 03/09/2010 | FSG SOFTWARE INC                    | JAIL PROGRAMS                        | 101-351-920.410 | \$ 2,467.80 |
|         |            |                                     |                                      |                 | \$ 6,195.84 |
| 26127   | 03/09/2010 | GARY L KOHUT                        | APPELATE ATTORNEY FEES               | 101-131-801.023 | \$ 860.30   |
| 26128   | 03/09/2010 | GASLIGHT MEDIA                      | WEB HOSTING                          | 618-447-920.430 | \$ 30.00    |
| 26129   | 03/09/2010 | GAYLORD FORD                        | 02/02 VEH#696 O/C & LUBE             | 101-301-726.050 | \$ 137.16   |
| 26130   | 03/09/2010 | GLORIA SAWYER                       | SVCS OF CARE GIVER                   | 292-662-930.830 | \$ 80.00    |
| 26131   | 03/09/2010 | GOLDEN AUTO ELECTRIC                | 48787 SHERIFF #699                   | 588-699-726.050 | \$ 50.00    |
| 26132   | 03/09/2010 | IMPREST CASH, OTSEGO COUNTY SHERIFF | EMPL MEAL/ASSIST EMS TRNSPT TO G.R.  | 101-301-930.500 | \$ 12.00    |
| 26132   | 03/09/2010 | IMPREST CASH, OTSEGO COUNTY SHERIFF | SHEET METAL FOR "NEW" WORK CAMP VANS | 205-301-726.050 | \$ 11.38    |
|         |            |                                     |                                      |                 | \$ 23.38    |
| 26133   | 03/09/2010 | IMPREST CASH, OTSEGO COUNTY TREASUR | JUROR SERVICES                       | 101-145-930.930 | \$ 2,303.80 |

| Check # | Check Date | Payee                               | Description                        | GL #            | Amount       |
|---------|------------|-------------------------------------|------------------------------------|-----------------|--------------|
| 26134   | 03/09/2010 | JIM WERNIG INC                      | FIX 4W DRIVE                       | 281-537-920.400 | \$ 818.46    |
| 26134   | 03/09/2010 | JIM WERNIG INC                      | 24201 STOCK                        | 588-699-726.050 | \$ 286.54    |
|         |            |                                     |                                    |                 | \$ 1,105.00  |
| 26135   | 03/09/2010 | JIMS ALPINE AUTOMOTIVE              | 02/10 OIL SPILL ABSORBANT 69-36-10 | 101-301-726.050 | \$ 9.70      |
| 26135   | 03/09/2010 | JIMS ALPINE AUTOMOTIVE              | 01/19 CLEANER/RAZORS-DECAL REMOVAL | 205-301-726.050 | \$ 75.58     |
| 26135   | 03/09/2010 | JIMS ALPINE AUTOMOTIVE              | 523364; 523465 SHERIFF #693        | 588-699-726.050 | \$ 366.57    |
|         |            |                                     |                                    |                 | \$ 451.85    |
| 26136   | 03/09/2010 | JON DEMING                          | PROFESSIONAL                       | 101-648-801.020 | \$ 75.00     |
| 26137   | 03/09/2010 | JUDITH JARECKI                      | PC MTG 2-22-10                     | 101-721-703.040 | \$ 40.00     |
| 26137   | 03/09/2010 | JUDITH JARECKI                      | MILEAGE                            | 101-721-930.500 | \$ 14.00     |
|         |            |                                     |                                    |                 | \$ 54.00     |
| 26138   | 03/09/2010 | JULIE DELANEY                       | TELEPHONE                          | 101-131-930.210 | \$ 30.00     |
| 26139   | 03/09/2010 | KENNETH BORTON                      | PC MTG 2-22-10                     | 101-721-703.040 | \$ 40.00     |
| 26139   | 03/09/2010 | KENNETH BORTON                      | MILEAGE                            | 101-721-930.500 | \$ 16.00     |
|         |            |                                     |                                    |                 | \$ 56.00     |
| 26140   | 03/09/2010 | KIRTLAND COMMUNITY COLLEGE          | RD PATROL/IN-SERVICE TRNG FEE      | 101-301-704.400 | \$ 750.00    |
| 26141   | 03/09/2010 | KMART                               | 2 SHOWER CURTAINS/CELL BLOCK       | 101-351-726.015 | \$ 11.98     |
| 26141   | 03/09/2010 | KMART                               | IBUPROFEN                          | 101-351-726.035 | \$ 35.27     |
| 26141   | 03/09/2010 | KMART                               | TV REMOTE CONTROLS/BATTERIES       | 595-351-726.000 | \$ 42.43     |
|         |            |                                     |                                    |                 | \$ 89.68     |
| 26142   | 03/09/2010 | KUSTOM SIGNALS INC                  | PATROL VIDEO/VHS TAPES + SHIPPING  | 101-301-726.050 | \$ 492.00    |
| 26143   | 03/09/2010 | MI COUNTIES WORKERS COMPENSATION FU | WORKERS COMP PAYABLE               | 704-000-231.270 | \$ 25,019.00 |
| 26144   | 03/09/2010 | MI COUNTIES WORKERS COMPENSATION FU | WORKERS COMPENSATION               | 101-131-704.600 | \$ 757.39    |
| 26144   | 03/09/2010 | MI COUNTIES WORKERS COMPENSATION FU | WORKERS COMPENSATION               | 101-133-704.600 | \$ 111.94    |
| 26144   | 03/09/2010 | MI COUNTIES WORKERS COMPENSATION FU | WORKERS COMPENSATION               | 101-141-704.600 | \$ 510.64    |
| 26144   | 03/09/2010 | MI COUNTIES WORKERS COMPENSATION FU | WORKERS COMPENSATION               | 215-141-704.600 | \$ 90.13     |
| 26144   | 03/09/2010 | MI COUNTIES WORKERS COMPENSATION FU | WORKERS COMPENSATION               | 292-662-704.600 | \$ 572.90    |
|         |            |                                     |                                    |                 | \$ 2,043.00  |

| Check # | Check Date | Payee                               | Description                        | GL #            | Amount    |
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| 26145   | 03/09/2010 | MICHAEL COLOSIMO                    | PC MTG 2-22-10                     | 101-721-703.040 | \$ 40.00  |
| 26145   | 03/09/2010 | MICHAEL COLOSIMO                    | MILEAGE                            | 101-721-930.500 | \$ 10.00  |
|         |            |                                     |                                    |                 | \$ 50.00  |
| 26146   | 03/09/2010 | MICHAEL MANG                        | PC MTG 2-22-10                     | 101-721-703.040 | \$ 40.00  |
| 26147   | 03/09/2010 | MICHIGAN POLICE EQUIPMENT CO        | 223 AMMO FOR RANGE PRACTICE        | 101-301-726.000 | \$ 304.00 |
| 26148   | 03/09/2010 | MPJRA                               | MEMBERSHIP AND DUES                | 101-131-930.600 | \$ 75.00  |
| 26149   | 03/09/2010 | MYRA JABAAY                         | PROBATE ATTORNEY FEES              | 101-131-801.022 | \$ 150.00 |
| 26150   | 03/09/2010 | NANCY SWOFFER                       | RESITUTIONS PAYABLE-PRBT CT        | 701-000-271.148 | \$ 80.00  |
| 26151   | 03/09/2010 | NEW CENTURY SIGNS                   | DECALS/INSTALLATION WORK CAMP VANS | 205-301-726.050 | \$ 300.00 |
| 26152   | 03/09/2010 | NORTHERN FIRE & SAFETY              | YEARLY FIRE EXT SERVICE            | 212-430-920.410 | \$ 33.00  |
| 26153   | 03/09/2010 | NORTHERN MICHIGAN LE TRAINING GROUP | EDUCATION AND TRAINING             | 101-301-704.400 | \$ 33.00  |
| 26154   | 03/09/2010 | NORTHERN MICHIGAN REVIEW            | ADVERTISING                        | 101-101-930.300 | \$ 125.00 |
| 26154   | 03/09/2010 | NORTHERN MICHIGAN REVIEW            | SHIPPING AND MAILING               | 101-141-930.450 | \$ 133.67 |
| 26154   | 03/09/2010 | NORTHERN MICHIGAN REVIEW            | SHIPPING AND MAILING               | 215-141-930.450 | \$ 23.59  |
|         |            |                                     |                                    |                 | \$ 282.26 |
| 26155   | 03/09/2010 | NORTHLAND SPORTSMENS CLUB           | 2010 DUES/SHERIFF PORTION          | 101-301-930.600 | \$ 50.00  |
| 26155   | 03/09/2010 | NORTHLAND SPORTSMENS CLUB           | 2010 DUES/CIVIL DIV PORTION        | 101-302-930.600 | \$ 50.00  |
| 26155   | 03/09/2010 | NORTHLAND SPORTSMENS CLUB           | 2010 DUES/CORRECTIONS              | 101-351-920.410 | \$ 50.00  |
|         |            |                                     |                                    |                 | \$ 150.00 |
| 26156   | 03/09/2010 | OFFICE DEPOT INC                    | SMALL POST-IT NOTES                | 645-172-726.000 | \$ 24.43  |
| 26156   | 03/09/2010 | OFFICE DEPOT INC                    | HP BLACK TONER (Q1338A)            | 645-201-726.000 | \$ 192.16 |
| 26156   | 03/09/2010 | OFFICE DEPOT INC                    | ASSORTED COLOR HANGING FOLDERS     | 645-270-726.000 | \$ 14.72  |
|         |            |                                     |                                    |                 | \$ 231.31 |
| 26157   | 03/09/2010 | OFFICE DEPOT INC                    | SUPPLIES - GENERAL                 | 101-253-726.000 | \$ 10.00  |
| 26157   | 03/09/2010 | OFFICE DEPOT INC                    | SUPPLIES - GENERAL                 | 516-253-726.000 | \$ 9.99   |
|         |            |                                     |                                    |                 | \$ 19.99  |

| Check # | Check Date | Payee                               | Description                        | GL #            | Amount       |
|---------|------------|-------------------------------------|------------------------------------|-----------------|--------------|
| 26158   | 03/09/2010 | OTSEGO CLUB & RESORT                | RESITUTIONS PAYABLE-PRBT CT        | 701-000-271.148 | \$ 100.00    |
| 26159   | 03/09/2010 | OTSEGO CO JUDICIAL SYSTM SMART CARD | HOSPITALIZATION                    | 101-131-704.110 | \$ 40.00     |
| 26160   | 03/09/2010 | OTSEGO COUNTY BUS SYSTEM            | #695/BRAKE PADS/ROTORS/SHOES/LOF   | 101-301-726.050 | \$ 731.47    |
| 26160   | 03/09/2010 | OTSEGO COUNTY BUS SYSTEM            | #698/AIR FLTR/WIPR BLDG/U-JOINTS   | 205-301-726.050 | \$ 514.32    |
| 26160   | 03/09/2010 | OTSEGO COUNTY BUS SYSTEM            | INV #348 - WORK DONE ON EM VEHICLE | 261-427-930.660 | \$ 1,352.21  |
|         |            |                                     |                                    |                 | \$ 2,598.00  |
| 26161   | 03/09/2010 | OTSEGO COUNTY EMS                   | UNIT #742 LIFEPAK AED BATTERY      | 101-301-726.050 | \$ 175.00    |
| 26161   | 03/09/2010 | OTSEGO COUNTY EMS                   | SUPPLIES - GENERAL                 | 101-648-726.000 | \$ 140.00    |
| 26161   | 03/09/2010 | OTSEGO COUNTY EMS                   | TRANSPORTING                       | 101-648-930.460 | \$ 1,879.50  |
|         |            |                                     |                                    |                 | \$ 2,194.50  |
| 26162   | 03/09/2010 | OTSEGO COUNTY FAIR ASSOCIATION      | UNDERSHERIFF BUSINESS CARD AD      | 101-301-930.300 | ** VOIDED ** |
| 26163   | 03/09/2010 | PANDO LEATHERCRAFT MFG              | DUTY BELT FOR CIVIL DIV/BEASINGER  | 101-302-726.046 | \$ 52.82     |
| 26164   | 03/09/2010 | PUMMILL BUSINESS FORMS              | ENVELOPES                          | 101-257-726.000 | \$ 1,009.80  |
| 26165   | 03/09/2010 | RADIO SHACK                         | ADD WORK CAMP CELL FOR C/O STAFF   | 205-301-930.210 | \$ 109.98    |
| 26166   | 03/09/2010 | RANDY STULTS                        | PC MTG 2-22-10                     | 101-721-703.040 | \$ 40.00     |
| 26166   | 03/09/2010 | RANDY STULTS                        | MILEAGE                            | 101-721-930.500 | \$ 8.80      |
|         |            |                                     |                                    |                 | \$ 48.80     |
| 26167   | 03/09/2010 | RDJ SPECIALTIES INC                 | SCHOOL MATERIALS                   | 261-427-726.000 | \$ 92.93     |
| 26168   | 03/09/2010 | RIVER CITY RENOVATIONS, INC         | 06-2009 50% CONTRACT               | 233-690-940.010 | \$ 10,693.00 |
| 26169   | 03/09/2010 | RON'S WRECKER                       | 6913 FRM HEALTH DEPT - MOTOR POOL  | 205-301-726.050 | \$ 30.00     |
| 26170   | 03/09/2010 | SAGASSER & ASSOC.                   | PROPERTY - IMPROVEMENTS            | 413-901-970.300 | \$ 1,675.00  |
| 26171   | 03/09/2010 | SAGINAW COUNTY                      | OTHER INSTITUTIONS                 | 292-662-930.810 | \$ 450.00    |
| 26172   | 03/09/2010 | SCHMUCKAL OIL CO.                   | AIRCRAFT OIL                       | 281-537-726.000 | \$ 66.96     |

| Check # | Check Date | Payee                      | Description                          | GL #            | Amount      |
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| 26173   | 03/09/2010 | SHERRY FORBES              | SUPPLIES - JANITORIAL                | 101-131-726.025 | \$ 150.00   |
| 26173   | 03/09/2010 | SHERRY FORBES              | SUPPLIES - JANITORIAL                | 101-141-726.025 | \$ 127.50   |
| 26173   | 03/09/2010 | SHERRY FORBES              | SUPPLIES - JANITORIAL                | 215-141-726.025 | \$ 22.50    |
|         |            |                            |                                      |                 | \$ 300.00   |
| 26174   | 03/09/2010 | STAPLES BUSINESS ADVANTAGE | SUPPLIES - GENERAL                   | 101-131-726.000 | \$ 729.05   |
| 26174   | 03/09/2010 | STAPLES BUSINESS ADVANTAGE | SUPPLIES - GENERAL                   | 101-141-726.000 | \$ 179.40   |
| 26174   | 03/09/2010 | STAPLES BUSINESS ADVANTAGE | BOXES/MARKERS/PENS/SHERIFF PORTION   | 101-301-726.000 | \$ 15.33    |
| 26174   | 03/09/2010 | STAPLES BUSINESS ADVANTAGE | BOXES/MARKERS/PENS/CIVIL DIV PORTION | 101-302-726.000 | \$ 15.33    |
| 26174   | 03/09/2010 | STAPLES BUSINESS ADVANTAGE | BOXES/MARKERS/PENS/CORRECTIONS POR   | 101-351-726.000 | \$ 15.34    |
| 26174   | 03/09/2010 | STAPLES BUSINESS ADVANTAGE | SUPPLIES - GENERAL                   | 215-141-726.000 | \$ 31.66    |
| 26174   | 03/09/2010 | STAPLES BUSINESS ADVANTAGE | 8' X 4' DRY ERASE BOARD - AIRPORT    | 637-265-726.050 | \$ 260.49   |
|         |            |                            |                                      |                 | \$ 1,246.60 |
| 26175   | 03/09/2010 | STATE ELECTRONICS          | #6912 CORRODED LEAD IN FLOOR CHANNEL | 101-301-726.050 | \$ 275.00   |
| 26176   | 03/09/2010 | STATE OF MICHIGAN          | CRIME VICTIM RIGHTS FUNDS            | 701-000-228.037 | \$ 926.82   |
| 26176   | 03/09/2010 | STATE OF MICHIGAN          | STATE COURT FUND                     | 701-000-228.042 | \$ 280.00   |
| 26176   | 03/09/2010 | STATE OF MICHIGAN          | JUROR COMPENSATION REIMBURSE         | 701-000-228.057 | \$ 75.00    |
| 26176   | 03/09/2010 | STATE OF MICHIGAN          | CIVIL FILING FEE FUND                | 701-000-228.058 | \$ 2,519.00 |
| 26176   | 03/09/2010 | STATE OF MICHIGAN          | JUSTICE SYSTEM FUND                  | 701-000-228.059 | \$ 1,195.87 |
|         |            |                            |                                      |                 | \$ 4,996.69 |
| 26177   | 03/09/2010 | STATE OF MICHIGAN          | PROBATE COURT SHARED FEES            | 701-000-228.006 | \$ 1,774.39 |
| 26177   | 03/09/2010 | STATE OF MICHIGAN          | STATE COURT FUND                     | 701-000-228.042 | \$ 220.00   |
| 26177   | 03/09/2010 | STATE OF MICHIGAN          | CIVIL FILING FEE FUND                | 701-000-228.058 | \$ 1,138.00 |
| 26177   | 03/09/2010 | STATE OF MICHIGAN          | JUSTICE SYSTEM FUND                  | 701-000-228.059 | \$ 114.25   |
|         |            |                            |                                      |                 | \$ 3,246.64 |
| 26178   | 03/09/2010 | STATE OF MICHIGAN          | NOTARY EDUCATION & TRAINING          | 701-000-228.005 | \$ 4.00     |
| 26179   | 03/09/2010 | STEVE RIOZZI               | PER DIEM 2/18 HOUSING MTG            | 233-690-703.040 | \$ 40.00    |
| 26180   | 03/09/2010 | THERIAULT, REGINA          | TELEPHONE                            | 101-131-930.210 | \$ 30.00    |
| 26181   | 03/09/2010 | THOMAS J PUDVAN            | PROFESSIONAL                         | 101-648-801.020 | \$ 300.00   |
| 26181   | 03/09/2010 | THOMAS J PUDVAN            | TELEPHONE                            | 101-648-930.210 | \$ 20.00    |
|         |            |                            |                                      |                 | \$ 320.00   |



|   | Fund | Amount              |
|---|------|---------------------|
| Total for fund 101 GENERAL FUND             |      | \$ 30,501.53        |
| Total for fund 205 WORK CAMP                |      | \$ 1,130.16         |
| Total for fund 212 ANIMAL CONTROL           |      | \$ 41.00            |
| Total for fund 215 FRIEND OF THE COURT      |      | \$ 531.75           |
| Total for fund 233 HUD GRANT FUND           |      | \$ 10,775.40        |
| Total for fund 260 LEGAL DEFENSE FUND       |      | \$ 1,362.00         |
| Total for fund 261 911 SERVICE FUND         |      | \$ 1,468.14         |
| Total for fund 281 AIRPORT                  |      | \$ 920.92           |
| Total for fund 292 CHILD CARE FUND          |      | \$ 6,467.42         |
| Total for fund 413 ANIMAL SHELTER BLDG FUND |      | \$ 1,675.00         |
| Total for fund 516 DELINQUENT TAX REVOLVING |      | \$ 226.15           |
| Total for fund 569 DEBT SERVICE             |      | \$ 225.00           |
| Total for fund 588 TRANSPORTATION FUND      |      | \$ 1,473.02         |
| Total for fund 595 JAIL COMMISSARY          |      | \$ 42.43            |
| Total for fund 618 GIS PROJECT AND AERIAL   |      | \$ 30.00            |
| Total for fund 637 BUILDING AND GROUNDS     |      | \$ 646.19           |
| Total for fund 645 ADMINISTRATIVE SERVICES  |      | \$ 306.31           |
| Total for fund 701 GENERAL AGENCY           |      | \$ 8,427.33         |
| Total for fund 704 PAYROLL IMPREST FUND     |      | \$ 25,255.59        |
| <b>TOTAL - ALL FUNDS</b>                    |      | <b>\$ 91,505.34</b> |

**RESOLUTION NO. OCR 10-09**  
**MARCH IS RED CROSS MONTH**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 9, 2010

**WHEREAS**, each year during the month of March we formally recognize the American Red Cross and its essential humanitarian role in Otsego County. We honor the role of the Red Cross's contribution to making Otsego County a better place. Every day, Red Cross volunteers and employees carry out the mission by providing essential services to people in their communities with the help of generous donors in Otsego County; and

**WHEREAS**, for more than 100 years, Otsego County residents have relied on the expertise of the American Red Cross in disaster relief. Each year, Otsego County volunteers respond to disasters including house or apartment fires, and other natural and human caused disasters; and

**WHEREAS**, The American Red Cross in Otsego County makes every effort to save lives long before tragedy strikes by helping individuals and entire communities learn to prepare for disasters. It prepares people to save lives through first aid and CPR training, water safety, and use of automated external defibrillators (AEDs) to save victims of sudden cardiac arrest. Over the past year, 564 people have enrolled in American Red Cross of Health and Safety Courses in Otsego County; and

**WHEREAS**, under its charter, the American Red Cross is entrusted with providing volunteer aid in time of war to the sick and wounded of the armed forces. Staff members deploy with our Armed Forces to provide emergency communications and a caring presence to service men and women separated from their families. The American Red Cross in Otsego County has sent emergency messages to active duty personnel and their families, the American Red Cross also reaches out to the members of the National Guard and Reserves and their families who reside in nearly every community in Otsego County; and

**WHEREAS**, without the help of the American Red Cross volunteers, the American Red Cross would not be able to fulfill the humanitarian mission that is the cornerstone of the organization. We are grateful for the tireless work of the volunteers and employees of the American Red Cross in Otsego County and during the month of March, we pay tribute to this remarkable organization and all those who have answered the call to serve a cause greater than self and offered support and healing in times of need, now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners, by virtue of the authority vested by the Constitution and laws of Michigan do hereby proclaim March 2010 as American Red Cross Month. Especially during this extraordinary time for our country, we encourage all Americans to support this organization's noble humanitarian mission.

**OCR 10-10**  
**GEMS ELECTION MANAGEMENT SYSTEMS**

Otsego County Board of Commissioners  
March 9, 2010

**WHEREAS**, the State of Michigan has entered into contract pricing for software license fees established for the GEMS Election Management Systems; and

**WHEREAS**, the pricing is the same for all who utilize the software regardless of whether the County performs the programming, or a vendor performs the programming and the County only utilizes the software for uploading local election results; and

**WHEREAS**, Otsego County does not program for elections and utilizes a vendor to provide the programming for elections, and already pays for this service; and

**WHEREAS**, Otsego County only utilizes the software to upload local election results, so as to compile reports required by the State of Michigan; and

**WHEREAS**, Otsego County would be required to pay an estimated \$6,000.00 plus per year simply to upload local election results on election night; and

**WHEREAS**, the cost of this license renewal is an unfunded mandate required by the State of Michigan; and

**WHEREAS**, the original agreement distributed by the State of Michigan in 2004, never mentioned these exorbitant fees, now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners objects to the contract license cost for GEMS Election Management Systems in the current structure, and encourages the State of Michigan to negotiate a fee structure which incorporates a prorated payment schedule for counties who do not utilize the entire programming element of the GEMS software; and, be it further

**RESOLVED**, that copies of this resolution be forwarded to Governor Jennifer Granholm, Senator Tony Stamas, Representative Kevin Elsenheimer, and the County Clerks of the State of Michigan, for their consideration.

New Business  
D. Laminating Fee

The Clerk's Office has purchased a laminating machine in order to laminate pistol licenses, and is seeking to establish a fee of \$1.00 for laminating requests.