



**NOTICE OF MEETING**

**The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, April 8 2014 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 of Regular Minutes of March 27, 2014 w/attachments

Consent Agenda

- A. Community Center Land Lease - Motion to Approve
- B. OCR 14-15 MSHDA Housing Resource Fund - Motion to Adopt

Administrator's Report

Special Presentation

- A. MSU Extension WiseWomen Program - Helen Deflorio, Instructor

Department Head Report

- A. Bus System Update - Theron Higgins, Director
- B. Bill Kerr - Equalization Report

Committee Reports

- A. Budget & Finance Committee
  - 1. OCR 14-12 Commission on Aging Millage
  - 2. OCR 14-13 Library Millage
  - 3. OCR 14-14 Recycling Millage
- B. Personnel Committee
  - 1. Position Changes

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
  - 1. April 1, 2014 Warrant
  - 2. April 8, 2014 Warrant - 4/8 warrant will be added into packet on Tuesday, April 8
- B. Other Business

Public Comment

Board Remarks, Announcements, and Informal Discussions

Adjournment

March 27, 2014

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 9:32 a.m. by Vice-Chairman Ken Borton. Invocation by Vice-Chairman Ken Borton, followed by the Pledge of Allegiance led by Commissioner Doug Johnson.

Roll call:

Present: Tammy LaBouef, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton.

Excused: Lee Olsen.

Commissioner Paul Beachnau and Bruce Brown arrived at 9:35.

Prosecutor Mike Rola introduced the new Assistant Prosecutor Anthony Putz.

Jeff Ratcliff introduced the new Economic Alliance Director Lisa McComb.

Motion by Commissioner Paul Liss, to approve the regular minutes of March 11, 2014 with attachments. Motion by Commissioner Erma Backenstose to correct the minutes to read Jack Thompson reported on the University Center. Ayes: Unanimous. Motion carried as amended.

Consent Agenda:

Motion to approve the appointment of Donald Matz to the Airport Advisory Committee with the term to expire December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the 2013 end of Year Budget Amendments. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2014 Capital Project Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2014 Drug Court Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt, OCR 14-09 Fair Housing Resolution.

Roll Call:

Ayes: Tammy LaBouef, Paul Beachnau, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to adopt, OCR 14-10 Authorizing Resolution to submit MSHDA'S HRF Application.

Roll Call:

Ayes: Tammy LaBouef, Paul Beachnau, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to approve the agreement for County Representative Services. Ayes: Unanimous.

Motion carried. (see attached)

Motion to approve the agreement for Survey/Remonumentation services with Wade Trim. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the agreement for Survey/Remonumentation services with Brand Land Surveying LLC. Ayes: Unanimous. Motion carried. (see attached)

The Public hearing for the MDNR Trust Fund Grant (Courthouse Plaza Park Project) was opened at 9:38 a.m.

The public hearing for the MDNR Trust Fund Grant (Courthouse Plaza Park Project) was closed at 10:15 a.m.

Committee Reports:

Motion by Commissioner Paul Beachnau, to adopt Resolution OCR 14-11 approving the Michigan Department of Natural Resources Trust Fund Grant Application for the Otsego County Courthouse Plaza Park Project, and to reserve \$100,000 in cash from the delinquent tax revolving fund.

Roll Call Vote:

Ayes: Paul Beachnau, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: Tammy LaBouef, Paul Liss.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Beachnau, to award bid 2014-01 for the Sheriff's patrol vehicle to Gaylord Ford with funds to come out of the Equipment fund(fund 266) Ayes: Unanimous.

Motion carried.

City Liaison, Township and Village Representatives- No reports.

Correspondence: None.

New Business:

Motion by Commissioner Bruce Brown to approve the March 18, 2014 Warrant in the amount of \$247,800.81 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the March 27, 2014, Warrant in the amount of \$230,272.57 as presented. Ayes: Unanimous. Motion carried.

Public Comment:

Vice-Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Erma Backenstose reported on Streetscape; MAC Conference.

Commissioner Paul Liss had no report.

Commissioner Bruce Brown had no report.

Commissioner Richard Sumerix had no report.

Commissioner Paul Beachnau reported on the City Council meeting.

Commissioner Tammy LaBouef had no report.

Commissioner Doug Johnson reported on the MAC Conference.

Commissioner Ken Borton reported on the MAC Conference.

Meeting adjourned at 10:40 a.m.

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Kenneth Borton, Vice- Chairman

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Susan I. DeFeyter, Otsego County Clerk

PROPOSED YEAR END BUDGET AMENDMENT 2013

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
<b>Expenditures</b>		
<b>Dept 101-COMMISSIONERS</b>		
101-101-930.500	TRAVEL	<u>(656.56)</u>
<b>Dept 215-COUNTY CLERK/ROD</b>		
101-215-704.110	HOSPITALIZATION	<u>(1,452.62)</u>
<b>Dept 223-EXTERNAL AUDIT</b>		
101-223-801.020	PROFESSIONAL	<u>(1,086.06)</u>
<b>Dept 257-EQUALIZATION</b>		
101-257-704.110	HOSPITALIZATION	<u>(3,319.97)</u>
<b>Dept 267-PROSECUTOR</b>		
101-267-703.020	REGULAR - SALARIED	<u>(5,676.57)</u>
101-267-704.700	PAYMENTS IN LIEU OF INSURANCE	<u>(731.19)</u>
Total Dept 267-PROSECUTOR		<u>(6,407.76)</u>
<b>Dept 301-SHERIFF</b>		
101-301-704.700	PAYMENTS IN LIEU OF INSURANCE	<u>(2,000.00)</u>
101-301-726.050	REPAIRS AND MAINT SUPPLIES	<u>(1,648.16)</u>
Total Dept 301-SHERIFF		<u>(3,648.16)</u>
<b>Dept 302-SHERIFF - CIVIL DIVISION</b>		
101-302-703.060	PART-TIME/TEMPORARY	<u>(2,558.52)</u>

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
101-101-704.110	HOSPITALIZATION	657.00
101-215-726.000	SUPPLIES - GENERAL	1,231.00
101-215-920.410	SERVICE CONTRACT	222.00
101-853-940.110	HOSPITALIZATION	1,087.00
101-851-930.100	INSURANCE AND BENEFITS	2,260.00
101-257-704.700	PAYMENTS IN LIEU OF SALARY	1,060.00
101-267-704.110	HOSPITALIZATION	5,677.00
101-267-704.140	LIFE AND DISABILITY	732.00
101-301-703.010	REG EMP - DEPT DIS	2,000.00
101-301-703.020	REGULAR - SALARIED	1,649.00
101-851-930.100	INSURANCE AND BENEFITS	1,334.00
101-302-704.400	EDUCATION AND TRAINING	104.00

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
Dept 334-SECONDARY ROAD PATROL		
101-334-703.030	REGULAR - HOURLY	(2,081.29)
101-334-703.070	OVERTIME	(1,334.87)
101-334-930.660	GASOLINE	(1,852.36)
Total Dept 334-SECONDARY ROAD PATROL		(5,268.52)
Dept 351-JAIL		
101-351-704.200	SOCIAL SEC CONTRIBUTIONS	(1,755.99)
101-351-704.300	RETIREMENT CONTRIBUTIONS	(4,273.50)
101-351-704.301	POST EMPLMT HLTH CARE SAVIN	(742.50)
101-351-704.700	PAYMENTS IN LIEU OF INSURANC	(715.08)
Total Dept 351-JAIL		(7,487.07)
Dept 648-MEDICAL EXAMINER		
101-648-930.460	TRANSPORTING	(2,256.00)
101-648-930.920	AUTOPSIES	(744.28)
Total Dept 648-MEDICAL EXAMINER		(3,000.28)
Dept 649-MENTAL HEALTH		
101-649-940.010	OUTSIDE CONTRACTED SERVICES	(23,500.75)
Dept 721-PLANNING / ZONING		
101-721-704.110	HOSPITALIZATION	(1,222.90)

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
101-302-704.600	WORKERS COMP	759.00
101-302-726.050	REPAIRS AND MAIN	72.00
101-302-930.450	SHIPPING AND MAI	82.00
101-302-930.660	GASOLINE	208.00
101-851-930.100	INSURANCE AND BI	5,269.00
101-351-703.030	REGULAR - HOURLY	7,488.00
101-851-930.100	INSURANCE AND BI	1,580.00
101-648-801.020	PROFESSIONAL	1,421.00
101-853-940.110	HOSPITALIZATION	22,819.00
101-851-930.100	INSURANCE AND BI	682.00
101-721-703.010	REG EMP - DEPT DI	1,223.00

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
<b>Expenditures</b>		
Dept 752-RECREATIONAL PROGRAMS		
208-752-703.030	REGULAR - HOURLY	(599.41)
208-752-704.300	RETIREMENT CONTRIBUTIONS	(569.17)
Total Dept 752-RECREATIONAL PROGRAMS		(1,168.58)

<b>Expenditures</b>		
Dept 751-PARKS AND RECREATION		
209-751-703.060	PART-TIME/TEMPORARY	(639.70)

<b>CONTROL</b>		
GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
<b>Expenditures</b>		
Dept 430-ANIMAL CONTROL		
212-430-703.030	REGULAR - HOURLY	(3,061.87)
212-430-704.110	HOSPITALIZATION	(3,892.68)
212-430-704.300	RETIREMENT CONTRIBUTIONS	(511.01)
Dept 901-CAPITAL OUTLAY		
212-901-970.420	PROPERTY - VEHICLES	(889.00)
TOTAL Expenditures		(8,955.13)

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
208-752-703.060	PART-TIME/TEMPO	722.00
208-752-704.140	LIFE AND DISABILIT	447.00
209-751-726.050	REPAIRS AND MAIN	605.00
209-751-930.210	TELEPHONE	35.00
212-430-930.620	ELECTRICITY	642.00
212-430-930.600	MEMBERSHIPS ANI	125.00
212-430-703.070	OVERTIME	441.00
212-430-704.600	WORKERS COMPEN	677.00
212-430-704.140	LIFE AND DISABILIT	407.00
212-430-704.600	WKRS COMP	508.00
212-430-726.305	SUPPLIES-MEDICAL	455.00
212-430-920.410	SERVICE CONTRACT	424.00
212-430-930.100	INSURANCE AND B	376.00
212-430-930.210	TELEPHONE	210.00
212-430-930.660	GASOLINE	112.00
212-430-930.980	ANIMAL STERILIZAT	1,415.00
212-941-999.990	CONTRIBUTION TO	3,164.00







**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT: 101-133**

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**    *Drug Court Budget Amendment*

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

**EXPENDITURE**

Account Number	Increase	Decrease
101 - 133 - 940.010 (Outside Contracted)	\$	\$ 3,000.00
101 - 133 - 703.020 (Regular - Salaried)	\$ 3,000.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>

*Stacy J. Cruz*  
\_\_\_\_\_  
Department Head Signature

02/14/14  
Date

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

*[Signature]*  
\_\_\_\_\_  
Administrator's Signature

3/19/14  
Date

3/27/14  
Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**RESOLUTION NO. OCR 14-09**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 27, 2014

**FAIR HOUSING RESOLUTION**

**WHEREAS**, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, gender, physical or mental disabilities or national origin; and,

**WHEREAS**, under the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, it is illegal to deny the opportunity to obtain housing to any person because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; and

**WHEREAS**, LET IT BE KNOWN TO ALL PERSONS that it is the policy of **Otsego County** to implement mortgage programs to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status. Therefore, **Otsego County** does hereby pass the following Resolution:

**BE IT RESOLVED** that in accordance with Executive Order 11063, **Otsego County** shall not discriminate in the sale, rental, leasing, or financing of housing because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status; and

**Otsego County** will assist all persons who feel they have been discriminated against because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status to seek equity under federal and state laws by providing information to said persons on how to file a complaint with the Michigan Department of Civil Rights; and

**Otsego County** will at a minimum post this policy or the Fair Housing poster or other posters, flyers or other information which will bring to the attention of owners of real estate, developers and builders their respective responsibilities and rights under the Federal Fair Housing Law and Michigan Elliott Larsen Act; and, now, therefore be it

**RESOLVED**, that the opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or disability is hereby recognized and declared to be a civil right; and be it further

**RESOLVED**, that the Otsego County Board of Commissioners hereby appoints Marlene Hopp, Otsego County Housing Director on November 27<sup>th</sup>, 2012 as the Otsego County Housing Program Fair Housing contact person. Upon any complaints that refer to any discrimination with the Otsego County Housing Program based on the above description Mrs. Hopp will follow the Otsego County Fair Housing Policy, attached.

## **Executive Order 11063**

DATE: 11-20-62

24 -- Housing and Urban Development

Equal opportunity in housing

**WHEREAS** the granting of Federal assistance for the provision, rehabilitation, or operation of housing and related facilities from which Americans are excluded because of their race, color, creed, or national origin is unfair, unjust, and inconsistent with the public policy of the United States as manifested in its Constitution and laws; and

WHEREAS the Congress in the Housing Act of 1949 has declared that the general welfare and security of the Nation and the health and living standards of its people require the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family; and

WHEREAS discriminatory policies and practices based upon race, color, creed, or national origin now operate to deny many Americans the benefits of housing financed through Federal assistance and as a consequence prevent such assistance from providing them with an alternative to substandard, unsafe, unsanitary, and overcrowded housing; and

WHEREAS such discriminatory policies and practices result in segregated patterns of housing and necessarily produce other forms of discrimination and segregation which deprive many Americans of equal opportunity in the exercise of their unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS the executive branch of the Government, in faithfully executing the laws of the United States which authorize Federal financial assistance, directly or indirectly, for the provision, rehabilitation, and operation of housing and related facilities, is charged with an obligation and duty to assure that those laws are fairly administered and that benefits thereunder are made available to all Americans without regard to their race, color, creed, or national origin:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

#### Part I -- Prevention of Discrimination

Section 101. I hereby direct all departments and agencies in the executive branch of the Federal Government, insofar as their functions relate to the provision, rehabilitation, or operation of housing and related facilities, to take all action necessary and appropriate to prevent discrimination because of race, color, creed, or national origin -- \1\  
(FOOTNOTE)

(FOOTNOTE) \1\ Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 101 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(a) In the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are --

(i) owned or operated by the Federal Government, or

(ii) provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government, or

(iii) provided in whole or in part by loans hereafter insured, guaranteed, or otherwise secured by the credit of the Federal Government, or

(iv) provided by the development or the redevelopment of real property purchased, leased, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into; and

(b) in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans hereafter insured or guaranteed by the Federal Government.

Sec. 102. I hereby direct the Department of Housing and Urban Development and all other executive departments and agencies to use their good offices and to take other appropriate action permitted by law, including the institution of appropriate litigation, if required, to promote the abandonment of discriminatory practices with respect to residential property and related facilities heretofore provided with Federal financial assistance of the types referred to in Section 101(a)(ii), (iii), and (iv).

[Sec. 102 amended by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

## Part II -- Implementation by Departments and Agencies

Sec. 201. Each executive department and agency subject to this order is directed to submit to the President's Committee on Equal Opportunity in Housing established pursuant to Part IV of this order (hereinafter sometimes referred to as the Committee), within thirty days from the date of this order, a report outlining all current programs administered by it which are affected by this order.

Sec. 202. Each such department and agency shall be primarily responsible for obtaining compliance with the purposes of this order as the order applies to programs administered by it; and is directed to cooperate with the Committee, to furnish it, in accordance with law, such information and assistance as it may request in the performance of its functions, and to report to it at such intervals as the Committee may require.

Sec. 203. Each such department and agency shall, within thirty days from the date of this order, issue such rules and regulations, adopt such procedures and policies, and make such exemptions and exceptions as may be consistent with law and necessary or appropriate to effectuate the purposes of this order. Each such department and agency shall consult with the Committee in order to achieve such consistency and uniformity as may be feasible.

## Part III -- Enforcement

Sec. 301. The Committee, any subcommittee thereof, and any officer or employee designated by any executive department or agency subject to this order may hold such hearings, public or private, as the Committee, department, or agency may deem advisable for compliance, enforcement, or educational purposes.

Sec. 302. If any executive department or agency subject to this order concludes that any person or firm (including but not limited to any individual, partnership, association, trust, or corporation) or any State or local public agency has violated any rule, regulation, or procedure issued or adopted pursuant to this order, or any non-discrimination provision included in any agreement or contract pursuant to any such rule, regulation, or procedure, it shall endeavor to end and remedy such violation by informal means, including conference, conciliation, and persuasion unless similar efforts made by another Federal department or agency have been unsuccessful. In conformity with rules, regulations, procedures, or policies issued or adopted by it pursuant to Section 203 hereof, a department or agency may take such action as may be appropriate under its governing laws, including, but not limited to, the following:

It may --

(a) cancel or terminate in whole or in part any agreement or contract with such person, firm, or State or local public agency providing for a loan, grant, contribution, or other Federal aid, or for the payment of a commission or fee;

(b) refrain from extending any further aid under any program administered by it and affected by this order until it is satisfied that the affected person, firm, or State or local public agency will comply with the rules, regulations, and procedures issued or adopted pursuant to this order, and any nondiscrimination provisions included in any agreement or contract;

(c) refuse to approve a lending institution or any other lender as a beneficiary under any program administered by it which is affected by this order or revoke such approval if previously given.

Sec. 303. In appropriate cases executive departments and agencies shall refer to the Attorney General violations of any rules, regulations, or procedures issued or adopted pursuant to this order, or violations of any nondiscrimination provisions included in any agreement or contract, for such civil or criminal action as he may deem appropriate. The Attorney General is authorized to furnish legal advice concerning this order to the Committee and to any department or agency requesting such advice.

Sec. 304. Any executive department or agency affected by this order may also invoke the sanctions provided in Section 302 where any person or firm, including a lender, has violated the rules, regulations, or procedures issued or adopted pursuant to this order, or the nondiscrimination provisions included in any agreement or contract, with respect to any program affected by this order administered by any other executive department or agency.

Part IV -- Establishment of the President's Committee on Equal Opportunity in Housing [Part IV revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part V -- Powers and Duties of the President's Committee on Equal Opportunity in Housing Sec. 501. [Revoked]

[Sec. 501 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Sec. 502. (a) The Committee shall take such steps as it deems necessary and appropriate to promote the coordination of the activities of departments and agencies under this order. In so doing, the Committee shall consider the overall objectives of Federal legislation relating to housing and the right of every individual to participate without discrimination because of race, color, creed, or national origin in the ultimate benefits of the Federal programs subject to this order.  
\\ (FOOTNOTE)

(FOOTNOTE) \\ Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 502 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(b) The Committee may confer with representatives of any department or agency, State or local public agency, civic, industry, or labor group, or any other group directly or indirectly affected by this order; examine the relevant rules, regulations, procedures, policies, and practices of any department or agency subject to this order and make such recommendations as may be necessary or desirable to achieve the purposes of this order.

(c) The Committee shall encourage educational programs by civic, educational, religious, industry, labor, and other nongovernmental groups to eliminate the basic causes of discrimination in housing and related facilities provided with Federal assistance.

Sec. 503. [Revoked]

[Sec. 503 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part VI -- Miscellaneous

Sec. 601. As used in this order, the term "departments and agencies" includes any wholly-owned or mixed-ownership Government corporation, and the term "State" includes the District of Columbia, the Commonwealth of Puerto Rico, and the territories of the United States.

Sec. 602. This order shall become effective immediately.

The provisions of Executive Order 11063 of Nov. 20, 1962, appear at 27 FR 11527, 3 CFR, 1959 - 1963 Comp., p. 652, unless otherwise noted.

Content updated June 30, 2002



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U.S. Department of Housing and Urban Development  
451 7th Street S.W., Washington, DC 20410  
Telephone: (202) 708-1112 TTY: (202) 708-1455  
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**RESOLUTION NO. OCR 14-10**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 27, 2014

**WHEREAS**, the County of Otsego is interested in the continuing effort to rehabilitate housing conditions for its low income residents; and

**WHEREAS**, the County of Otsego has demonstrated a need for this assistance with data outlined in the application; and

**WHEREAS**, the County of Otsego intends to meet this need by submission of an application to the Michigan State Housing Authority (MSHDA) Housing Resource Fund (HRF) County Allocation Community Development Block Grant and by funds leveraged with MSHDA Property Improvement Program (PIP), and local funds, thus meeting more needs; and

**WHEREAS**, the Otsego County Board of Commissioners accepts the recommendation of the Otsego County Housing Committee to apply for \$175,000; now, therefore, be it

**RESOLVED**, that the Otsego County Administrator, John M. Burt on behalf of the Otsego County Board of Commissioners, be the Authorized Official to sign and submit said MSHDA's HRF Application and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit other documents as required.

**OTSEGO COUNTY 2014 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Twenty-Seventh day of March, 2014, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Ronald C. Brand, PS.**, located at 533 Greenfield Drive, Gaylord, Michigan, hereafter CONTRACTOR.
  
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on January 1, 2014, and continue until December 31, 2014.
  
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws
  
  - C. County Surveyor. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  
  - D. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for the total amount not to exceed **Two Thousand Three Hundred and 00/100 dollars (US \$2,300.00)**. The PROJECT shall be defined as completion of all duties listed in Section 7, Services to be Provided by CONTRACTOR.
  
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when the required work listed in Section 7, Services to be Provided by CONTRACTOR, is completed by the CONTRACTOR.

If the CONTRACTOR fails to meet the deadlines contained within this contract, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator. Requests for payment for partial completion of contract will not be routinely approved in order to encourage timely performance of the contract.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.
  
7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
  - A. Establishing, scheduling meetings of, and chairing a Peer Group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act. Peer Group meetings shall be scheduled as to allow for all assigned Remonumentation corners, other than corners tabled until the following grant cycle, to be reviewed and ratified by October 1, 2014.
  - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 30, 2014.
  - C. Creating and maintaining a filing system for each corner, which contains all survey information compiled.
  - D. Submitting documentation to the County Grant Administrator as required for the annual Application for Monumentation Grant which includes, but is not limited to the following:
    1. A general work-progress report for all current awarded contracts, by October 1, 2014.
    2. For the current-year projects, a description of the work area completed, and the work remaining to be completed. Such completion report will be completed by November 15, 2014.
    3. The Work Program for the following year. Such Work Program will be completed by November 30, 2014. The Work Program will indicate (a) the area where the Public Land Survey corners and Property-controlling corners are proposed to be monumented and/or remonumented and coordinates set within the next contract year; (b) the area where the Public Land Surveyor corners and Property-controlling corners are to be researched in the next contract year; (c) the area where horizontal and

vertical control stations are to be researched and located; and (d) the area where horizontal and vertical coordinates are to be established.

The County Representative will consult with and obtain the consent of the Grant Administrator when drafting the Work Program and Remonumentation Grant Application for the following year.

- E. Any other duties contained in the Monumentation and Remonumentation Plan for Otsego County, Michigan or those contained in Act 345, of the Public Acts of 1990, the State Survey and Remonumentation Act, being Sections 54.261 to 54.279 of the Michigan Compiled Laws and to follow any rules set by the State, including Memorandum No. 16.
- 8. Motor Vehicle Liability Insurance. Proof of Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.
- 9. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.
- 10. Termination. This Agreement may be terminated prior to the expiration of its term as follows:
  - A. By mutual written agreement of the parties; or
  - B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
- 11. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.
- 12. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County:     John Burt  
                                  Otsego County Administrator  
                                  225 West Main Street, Suite 203  
                                  Gaylord, Michigan 49735

If to:                     Ronald C. Brand, PS  
                                  533 Greenfield Drive  
                                  Gaylord, Michigan 49735

13. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Twenty-Seventh day of March, 2014, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO  
225 W. Main Street  
Gaylord, MI 49735

CONTRACTOR: Ronald C. Brand, PS  
533 Greenfield Drive  
Gaylord, MI 49735

By: \_\_\_\_\_  
John M. Burt  
Otsego County Administrator

By: \_\_\_\_\_  
Ronald C. Brand, PS  
Otsego County Surveyor

Approved as to Form

Approved as to Form

**OTSEGO COUNTY 2014 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Seventh day of March, 2014, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Wade Trim, Inc.**, located at 271 W. McCoy Road, Gaylord, Michigan, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2014.
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  - D. County Plan. Means the approved Otsego County Remonumentation Plan.
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Twenty Two Thousand Thirty Four and 50/100 dollars (US \$22,034.50)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the

County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2014.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2014**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (40 total corners):

T30N, R2W (Chester Township)

M10, M11, M12, M13 (4 standard)

T29N, R2W (Chester Township)

M1 (common)

T30N, R1W (Charlton Township)

A10, A11, A12, A13 (4 common)

B11, B13, C10, C11, C12, C13, D7, D9, D11, D13 (10 standard)

E5, E7, E8, E9, E10, E11, E12, E13, F7, F9, F11, G7, G8, G9, G10, G11 (16 standard)

T29N, R1W (Charlton Township)

A1, B1, C1, D1, E1 (5 common)

B. CORNERS TO BE MONUMENTED (40 total corners):

T30N, R2W (Chester Township)

M10, M11, M12, M13 (4 standard)

T29N, R2W (Chester Township)

M1 (common)

T30N, R1W (Charlton Township)

A10, A11, A12, A13 (4 common)

B11, B13, C10, C11, C12, C13, D7, D9, D11, D13 (10 standard)  
E5, E7, E8, E9, E10, E11, E12, E13, F7, F9, F11, G7, G8, G9, G10, G11 (16  
standard)  
T29N, R1W (Charlton Township)  
A1, B1, C1, D1, E1 (5 common)

Total for Charlton and Chester Townships:  
30 standard corners and 10 common corners. 40 total corners.

**C. Project Details.** RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission and to follow any rules set by the State, including Memorandum No. 16 From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. **Indemnification.** CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
9. **Insurance.** CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

**A. General Liability Insurance.** General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out

of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including, Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

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

If to the County: John Burt  
Otsego County Administrator  
225 West Main Street, Suite 203  
Gaylord, Michigan 49735

If to Wade Trim: Brian Sousa, P.S.  
Vice-President  
271 W. McCoy Road  
PO Box 618  
Gaylord, Michigan 49734

14. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Twenty-Seventh day of March, 2014, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO  
225 W. Main Street  
Gaylord, MI 49735

CONTRACTOR: WADE-TRIM, INC.  
P.O. Box 618  
Gaylord, MI 49734

By: \_\_\_\_\_  
Lee F. Olsen, Chairman  
Otsego County Commissioner

By: \_\_\_\_\_  
Brian Sousa, P.S.  
Vice-President

Approved as to Form

Approved as to Form

By: \_\_\_\_\_  
John M. Burt,  
Otsego County Administrator

By: \_\_\_\_\_  
Marlene K. Hopp,  
Otsego County Grant Administrator

**OTSEGO COUNTY 2014 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Seventh day of March, 2014, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Brand Land Surveying LLC** located at 533 Greenfield Drive, Gaylord, Michigan 49735, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2014.
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  - D. County Plan. Means the approved Otsego County Remonumentation Plan.
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Twenty Two Thousand Thirty Four and 50/100 dollars (US \$22,034.50)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the County Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant

Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2014.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2014**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (34 total corners):

T31N, R4W (Elmira Township)

H5, H7, J5, J7, J9, J11, K8, K9, K10, K11, K12, L7, L9, L11 (14 standard)

M1 (common)

M2 (standard)

T31N, R3W (Livingston Township)

A1 (common)

A2 (common)

B1 (common)

B5, C2, D5, F3, F5, F7, F9, G2, G4, I2, I8, I11, I12 (13 standard)

T32N, R3W (Corwith Township)

A13 (common)

B13 (standard)

B. CORNERS TO BE MONUMENTED (34 total corners):

T31N, R4W (Elmira Township)

H5, H7, J5, J7, J9, J11, K8, K9, K10, K11, K12, L7, L9, L11 (14 standard)

M1 (common)

M2 (standard)

T31N, R3W (Livingston Township)

A1 (common)

A2 (common)

B1 (common)

B5, C2, D5, F3, F5, F7, F9, G2, G4, I2, I8, I11, I12 (13 standard)

T32N, R3W (Corwith Township)  
A13 (common)  
B13 (standard)

Total for Elmira, Livingston and Corwith Townships:  
29 standard corners and 5 common corners. 34 total corners.

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission and to follow any rules set by the State, including Memorandum No. 16. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out

of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

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

If to the County: John Burt  
Otsego County Administrator  
225 West Main Street, Suite 203  
Gaylord, Michigan 49735

If to: Brand Land Surveying LLC:  
Ronald C. Brand, PS,  
Owner  
533 Greenfield Drive  
Gaylord, Michigan 49735

14. Titles: Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Twenty-Seventh day of March, 2014, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO  
225 W. Main Street  
Gaylord, MI 49735

CONTRACTOR: BRAND LAND  
SURVEYING LLC  
533 Greenfield Drive  
Gaylord, MI 49735

By: \_\_\_\_\_  
Lee F. Olsen, Chairman  
Otsego County Commissioner

By: \_\_\_\_\_  
Ronald C. Brand, PS  
Owner

Approved as to Form

Approved as to Form

By: \_\_\_\_\_  
John M. Burt,  
Otsego County Administrator

By: \_\_\_\_\_  
Marlene K. Hopp,  
Otsego County Grant Administrator

**RESOLUTION NO. OCR 14-11**  
**The Otsego County Courthouse Plaza Park Project**  
**OTSEGO COUNTY BOARD OF COMMISSIONERS**  
March 27, 2014

**WHEREAS**, Otsego County supports the submission of an application titled, "The Otsego County Courthouse Plaza Park Project" to the Michigan Natural Resources Trust Fund for development of an interactive water feature, enhanced seating, and a natural gas fire pit at the Otsego Courthouse Plaza; and

**WHEREAS**, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and

**WHEREAS**, Otsego County has made a financial commitment to the project in the amount of \$100,000 matching funds in cash; now therefore, be it

**RESOLVED**, that Otsego County hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for \$273,000, and further resolves to make its financial obligation amount of \$100,000, along with private commitments of \$25,300 (together 31.45%) for a total project cost of \$398,300, during the 2014-2015 fiscal years.



April 8, 2014  
Agenda

## Agenda Questions

Questions concerning anything on the Board of Commissioners agenda can be directed in advance by calling John Burt at 989-731-7520 or via email at [jburt@otsegocountymi.gov](mailto:jburt@otsegocountymi.gov), or during the Board meeting.

## **LEASE AGREEMENT**

This Lease Agreement made effective the 1<sup>st</sup> day of January, 2014, by and between the **County of Otsego**, a Michigan county, and the **City of Gaylord**, a Michigan municipal corporation.

### **WITNESSETH:**

**WHEREAS**, the City is the owner of that certain real property situated in the City of Gaylord, Otsego County, Michigan, described as follows:

Beginning at the intersection of East line of Center Street and South line of Second Street, thence East 264 feet, South 264 feet, West 90 feet, North 105 feet, West 174 feet, North 159 feet to point of beginning, Section 4, Town 30 North, Range 3 West; and

**WHEREAS**, the parties did heretofore enter into a certain Lease Agreement as to the said property in the year 1991 which lease has continued, on a year to year basis, since that time; and

**WHEREAS**, the parties desire to rewrite and enter into a new lease agreement that will supersede any previous Lease Agreement in all respects.

### **NOW THEREFORE, It Is Agreed As Follows:**

1. That the City of Gaylord does hereby lease and let to the County of Otsego, the above-described real property.
2. The term of this lease shall begin on the 1<sup>st</sup> day of January, 2014, and shall terminate on the 31<sup>st</sup> day of December, 2023. Provided, however, that at the expiration of the initial term of this lease the same shall automatically renew for an additional term of five (5) years unless either party has given written notice of non-renewal no less than thirty (30) days prior to the expiration of any term of this lease. At the end of any renewal term, the lease shall automatically renew for an additional term of five (5) years unless either party has given written notice of non-renewal no less than thirty (30) days prior to the expiration of any term of this lease.
3. The County of Otsego shall not pay any rent to the City of Gaylord during the time that this lease is in effect.
4. The County of Otsego shall have the sole duty and obligation to maintain the said real property and all improvements thereon, including the interior and exterior thereof, in a good and reasonable condition. The County of Otsego shall, during the time that this lease is in effect, maintain insurance that insures all improvements on the property and insures against property damage or personal injury to any person. The County shall ensure that the City of Gaylord is named as an additional insured under said policy or policies of insurance.

5. The County of Otsego shall bear and be solely responsible for the cost of all utilities and maintenance of the said property and all improvements thereon.

6. During the term of this lease, including any renewals, the County of Otsego shall indemnify and hold harmless the City of Gaylord for any and all claims, demands and causes of action for bodily injury or property damage arising out of or in any way related to the said property or the use thereof. Provided, however, that the County of Otsego shall not be required to indemnify and hold harmless the City of Gaylord for any claim that arises from the sole negligence of the City of Gaylord.

7. Upon the termination or expiration of this lease, all improvements located upon the said property shall belong to the City of Gaylord and the City of Gaylord shall not be required to make any payment or other form of compensation to the County of Otsego therefor.

8. This lease supersedes and replaces any and all prior lease agreements, whether written or oral, and any and all other or further written or oral agreements or understandings between the parties in relation to the property herein described.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

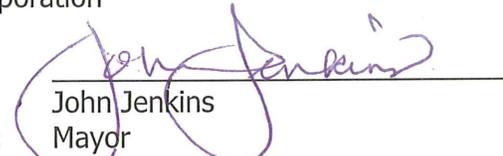
  
\_\_\_\_\_  
Witness

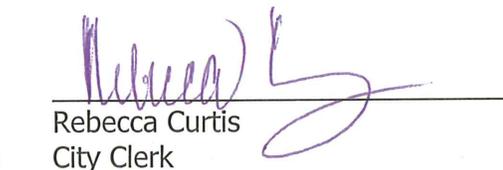
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**CITY OF GAYLORD**, a Michigan municipal corporation

By:   
\_\_\_\_\_  
John Jenkins  
Mayor

By:   
\_\_\_\_\_  
Rebecca Curtis  
City Clerk

**COUNTY OF OTSEGO**, a Michigan county

By: \_\_\_\_\_  
Its: Chairman  
County Board of Commissioners

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**RESOLUTION NO. OCR 14-15**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
April 8, 2014

**WHEREAS**, the County of Otsego is interested in the continuing effort to rehabilitate housing conditions for its low income residents; and

**WHEREAS**, the County of Otsego has demonstrated a need for this assistance with data outlined in the application; and

**WHEREAS**, the County of Otsego intends to meet this need by submission of an application to the Michigan State Housing Authority (MSHDA) Housing Resource Fund (HRF) Allocation Community Development Block Grant and by funds leveraged with MSHDA Property Improvement Program (PIP), Federal Home Loan Bank - Neighborhood Impact Program and Accessibility Modifications Programs, thus meeting more needs; and

**WHEREAS**, the Otsego County Board of Commissioners accepts the recommendation of the Otsego County Housing Committee to apply for \$275,000; now, therefore, be it

**RESOLVED**, that the Otsego County Administrator, John M. Burt on behalf of the Otsego County Board of Commissioners, be the Authorized Official to sign and submit said MSHDA's HRF Application and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit other documents as required.

**OTSEGO COUNTY HOUSING COMMITTEE**  
**Housing Resource Fund**  
**Community Development Block Grant County Allocation Funds**  
**Program Summary**

**Project Description**

The Otsego County Housing Committee will be requesting a grant through Michigan State Housing Development Authorities (MSHDA's) Housing Resource Funding (HRF) of Community Development Block Grant (CDBG) rehabilitation funds of \$275,000. The rehabilitation grant will be in the targeted strategy within the county areas of the City of Gaylord, Bagley Township, Village of Vanderbilt and Johannesburg, whereas the emergency repairs not exceeding 15% of the grant and all program income will be utilized county wide for single-family residential dwellings to all qualified homeowners on an equal opportunity basis.

These and leveraged funds will assist 23 low income residents not exceeding 80% of the county median income, by assisting rehabilitation to single-family residential dwellings. Otsego Counties geographic area contains 24,164 persons, with 14,731 housing units of which 7,776 are owner-occupied, 1,980 renter-occupied and 4,975 are vacant, according to the 2010 census.

MSHDA - Property Improvement Program and Federal Home Loan Bank - Neighborhood Impact Program and Accessibility Modifications Program of approximately \$75,000 will be the leveraged funds of the grant during the twenty-four month period. The following activities that will be promoted are listed below.

**Budget**

<u>Component-Activity</u>	<u>MSHDA Funds</u>	<u>Proposed Units</u>	<u>Leverage Funds</u>
Homeowner Rehabilitation	\$185,500	7	
Emergency Repair	\$40,000	8	
Administration	\$49,500		
 <u>Leverage Funds</u>		 8	 \$75,000
MSHDA- Property Improvement Program			
FHLB- Neighborhood Impact Program & Accessibility Modifications Program			
 Total	 <u>\$275,000</u>	 <u>23</u>	 <u>\$75,000</u>

**Homeowner Assistance Rehabilitation and Emergency Repair (\$225,500)**

**Activity Description:** The homeowner assistance rehabilitation program will assist 23 very-low to modest income individuals and families with rehabilitation, emergency repair and reduce lead-based paint to their existing dwelling. Repairs performed to the dwelling will meet the HUD Uniform Physical Conditions Standards and local codes, ordinances and standards. Funds will be secured by a mortgage at a 0% interest deferred loan or 0 - 3% interest loan with payments. Potential homeowners will apply for the program based on qualifications and program guidelines.

**Rehabilitation Classification:**

Single-family rehabilitation is categorically excluded subject to section 58.5 (24 Code of Federal Regulations (CFR) (58.35(a.)) county wide program and 58.6 authorities and requires a two-tiered environmental review. Emergency repairs are exempt activities subject to section 58.34 (24 CFR 58.34 (a)1-(a)12) county wide program and 58.6 authorities.

**Administration**

A total of \$49,500 administration will be collected throughout the duration of the grant to administer the home owner rehabilitation program.

Administrative funds are classified as exempt activity under 24 CFR 58.34(a)1-(a)12.

Marlene K. Hopp  
 Marlene K. Hopp, Director  
 Otsego County Housing Committee

April 3, 2014  
 Dated



**HOUSING RESOURCE FUND**

**APPLICATION**

**Applicant Information**

**Section I. Project / Program Description, Proposed Budget**

**Project / Program Description  
Application Proformas  
Proposed Budget  
Leveraged Funds**

**Section II. Desired Results**

**Target Area(s)  
Planning Grid**

**Section III. Administrative and Component Compliance Guidelines**

**Administrative Guidelines**

**Component Compliance Guidelines**

**Homebuyer Assistance  
Acquisition Development Resale  
Homebuyer Purchase Rehabilitation  
Down Payment Assistance  
Homeowner Assistance  
Residential Blight Elimination  
Rental Rehabilitation**

**Section IV. Implementation and Capacity**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
COMMUNITY DEVELOPMENT DIVISION (CDD)  
HOUSING RESOURCE FUND APPLICATION**

I. APPLICANT INFORMATION	
Name: Otsego County Housing Committee	Phone: (989) 731-7570
Address: 225 W. Main Street, Room 213	Fax: (989) 731-7599
City, State: Gaylord, MI	Zip: 49735-0000
Main Contact: Marlene Hopp	Email: mhopp@otsegocountymi.gov
MSHDA Org #: 812	Federal ID#: 386004882
Agency Class: <input checked="" type="checkbox"/> Local Unit of Government <input type="checkbox"/> Local Unit of Government as Lead Applicant for a Consortium <input type="checkbox"/> Non-Profit	
Note: Other entities such as land banks cannot be the lead applicant but could apply as a co-grantee.	
MSHDA CHDO: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Population (if local government): 24164	
If this application is being submitted for a County Allocation Program, please check here: <input type="checkbox"/>	
There are additional items indicated within this application submission that are being faxed or mailed in separately. I acknowledge that all documentation must be received prior to the application being reviewed as a complete submission, please check here: <input type="checkbox"/>	
II. AUTHORIZED SIGNATORY: This will auto-populate when the application is submitted.	
Name:	Phone:
Title:	
III. COMPONENT ATTACHMENT(S)	
Number of Component(s) attached: 1	
TOTAL MSHDA FUNDING REQUESTED:   \$ \$225,500	
IV. PLANNING	
Proposed component(s) are referenced and/or supported by a recent <u>local</u> Consolidated Plan for Housing and Community Development, housing needs study, development strategy, Placemaking strategy or land use plan. Indicate in the box below, the name and date of the plan and the page numbers that was submitted with the partnership profile.	
Within the partnership profile the Otsego County Place-Based Targeting Strategy dated 6/7/2013, 23 pages and the Otsego County Master Plan approved and dated 6/9/2009, 95 pages submitted.	

## SECTION I. PROJECT / PROGRAM DESCRIPTION

Program Title: Otsego County

The purpose of this statement is to briefly describe the most important elements of the proposal in the spaces below. The project described below should relate to the "Desired Results" shown in Section II of this application, if applicable.

1. For housing activities, describe the entire project, including affordable housing units that will be produced (homebuyer, homeowner, rental), the activities involved (rehabilitation or new construction); indicate the number of units, the other funding sources in the project, and the overall impact.

Otsego County will assist 21 existing single-family residential homeowners receive rehabilitation or emergency repairs with CDBG funding. At least 50% will be in the targeted area and the other 50% throughout Otsego County. The MSHDA Property Improvement Program, Federal Home Loan Bank - Neighborhood Impact Program, Accessibility Modifications Program and a 3% match of emergency repairs from homeowners will be leveraged with the grant funds.

2. If other non-housing activities are planned with HRF funds briefly describe what activities will be completed, the number of units involved (blight removal), the other funding sources in the project, and the overall impact.

N/A. But, if public improvements and blight areas should arise, they will be priority and be impacted to improve and enhance the local aspects of the community.

3. Briefly describe any activities conducted by other partners from other funding sources which will be coordinated with this project to support successful results for the target area.

Homeowners will match 3% toward emergency repair costs at closing. MSHDA's Property Improvement Program and the Federal Home Loan Bank's Neighborhood Impact Program and Accessibility Modifications Program will provide a match to the CDBG funds and program.

4. Indicate the most important measure(s) applicant will use to determine whether the project has accomplished the results intended and identify key success measures. County governments implementing county-wide programs should indicate the success measures, if any, beyond program "outputs" (e.g., the number of units rehabilitated) that the County has identified as being locally important.

With the current economy, low income homeowners are stressed with multiple mortgages/credit cards and increasingly costs of utilities that they can't afford. With CDBG funds, dwellings are expected to receive total rehabilitation repairs and emergency repairs, thus providing home energy efficiency and affordable housing expenses.

**SECTION I. PROPOSED BUDGET  
BUDGET INSTRUCTIONS**

1. Complete and save the applicable component proformas which will then auto-fill some component/activity line items into the budget as well as HRF unit numbers.
2. Indicate amounts for the appropriate line item activities under the component for which funding is being requested which have not been auto-filled by the proformas.
3. Do not include administrative as this line item will be added, as appropriate by CDD.
4. Leveraged funds are funds brought to the program or project which are necessary for completion. Some components (e.g., homeowner assistance, rental rehabilitation) have leverage requirements. Show all the leveraged funds that will be necessary to complete the project, even if that exceeds leverage requirements. If applicable, include all leverage for components or activities necessary to complete the project or program even if that component or activity will NOT be funded with HRF dollars (examples: locally funded units to meet a local PJ leverage requirement, locally funded neighborhood improvement efforts which are part of a targeted strategy).

Complete the Leveraged Funds Form after completing the budget, showing the status of all leveraged funds reported in the budget.

5. The total in the HRF Funds Requested column should equal the total HRF funds for the proposal. The total under "Leveraged Funds" should include any additional funds that will be needed to complete the HRF units, non-HRF units, and/or targeted strategy activities shown. The total on the Leveraged Funds Form should equal the total of the leveraged funds column on the Budget spreadsheet page.

Application Budget: Otsego County Housing Committee

Estimated Start Date: 7/1/2014

Estimated Completion Date: 6/30/2016

COMPONENT-ACTIVITY	HRF Funds Requested	Proposed No. of HRF Units	Proposed No. Of Non-HRF Units	Leveraged Funds
<del>Rental Rehabilitation</del>				
Rehabilitation				
Sub-Total				
<del>Homeowner Assistance</del>				
Rehabilitation	\$185,500	7	6	\$60,000
Emergency Repair	\$40,000	8	2	\$15,000
Sub-Total	\$225,500	15	8	\$75,000
<del>Homebuyer Assistance</del>				
Rehabilitation				
New Construction				
Down Payment Assistance				
Sub-Total				
<del>Residential Blight Elimination</del>				
Demolition				
Sub-Total				
<b>Total</b>	<b>\$225,500</b>	<b>15</b>	<b>8</b>	<b>\$75,000</b>

**SECTION I. PROPOSED BUDGET  
LEVERAGED FUNDS**

For each source of leveraged funds noted on the budget spreadsheet, list the contact person(s), telephone number(s), status and dollar amount. Priority will be given to projects with secured leveraging sources.

**Status Definitions:**

**Secured** – has a formal executed agreement and/or source documentation stating the dollar amount, source, effective date, and identifies the eligible activities that can be funded. Applicant must upload supporting documentation.

**Committed** – has an executed pending commitment letter and/or source documentation stating the anticipated dollar amount, tentative effective date (not greater than 90 days) and identifies the eligible activities that can be funded.

**Other Status** – grantee has not yet received formal commitment and/or executed a secured agreement for proposed leverage dollars.

Whether the status of leveraged funding is "secured" or "committed", provide a narrative description for each source including the proposed use of those leveraged funds. Non-profits operating within a PJ must be a CHDO and demonstrate a dollar for dollar investment of local HOME funds within the identified target area or combined with an equivalent capital investment if approved by MSHDA CDD.

If the activity being applied for does not require leverage, simply "save" the document without entering information. Failure to do so will result in an error which will prevent the submission of this application.

Source	Contact Person	Telephone	Status	Amount
1. MSHDA PIP	Ann Grambau	(517) 373-8017	<input type="checkbox"/> Secured (Upload Supporting documentation)  <input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation)  <input checked="" type="checkbox"/> Other (Upload explanation/documentation for Consideration)	\$30,000
<b>Narrative:</b> MSHDA PIP funds offer 4, 6, or 8 percent interest rate loan with monthly payments. If leveraged with CDBG funds, the county allocation program will offer to reduce clients loan to a deferred, making it affordable to the homeowner.				

2. FHLBI - NIP/AMP	Patricia Lindsey	(989) 992-6878	<input type="checkbox"/> Secured (Upload Supporting documentation) <input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation) <input checked="" type="checkbox"/> Other (Upload explanation/documentation for Consideration)	\$45,000
Narrative: The Federal Home Loan Bank of Indianapolis - Neighborhood Impact Program assists existing HO's below 80% AMI for home repairs up to \$7,500. The Accessibility Modifications Program funds up to \$10,000 accessibility modifications/minor home repairs.				
3.			<input type="checkbox"/> Secured (Upload Supporting documentation) <input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation) <input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	
Narrative:				
4.			<input type="checkbox"/> Secured (Upload Supporting documentation) <input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation) <input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	
Narrative:				
5.			<input type="checkbox"/> Secured (Upload Supporting documentation) <input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation) <input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	

Narrative:				
6.			<input type="checkbox"/> Secured (Upload Supporting documentation)	
			<input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation)	
			<input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	
Narrative:				
7.			<input type="checkbox"/> Secured (Upload Supporting documentation)	
			<input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation)	
			<input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	
Narrative:				
8.			<input type="checkbox"/> Secured (Upload Supporting documentation)	
			<input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation)	
			<input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	
Narrative:				
9.			<input type="checkbox"/> Secured (Upload Supporting documentation)	
			<input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation)	
			<input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	

Narrative:				
10.			<input type="checkbox"/> Secured (Upload Supporting documentation)	
			<input type="checkbox"/> Committed (will occur within 90 days) (Upload Supporting documentation)	
			<input type="checkbox"/> Other (Upload explanation/documentation for Consideration)	
Narrative:				
<b>TOTAL (this should match the total leveraged funds on the budget page)</b>				<b>\$75,000</b>

MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
735 East Michigan Avenue, P. O. Box 30044  
Lansing, Michigan 48909

PROPERTY IMPROVEMENT PROGRAM  
COMMUNITY/FINANCIAL INSTITUTION PARTICIPATION AGREEMENT

THIS PROPERTY IMPROVEMENT PROGRAM PARTICIPATION AGREEMENT (the "Agreement"), is made up of the Preamble, Part A, Part B, Part C, and Part D, and is entered into by and between Oshtemo County Housing Committee with its office at 225 W. Main Street, Gaylord MI 49735 (the "Community Agent") and the Michigan State Housing Development Authority (the "Authority"), with its office at 401 S. Washington Square, Post Office Box 30044, Lansing, Michigan, 48909.

PREAMBLE

Pursuant to the provisions of Act 345 of the Public Acts of 1996, as amended, the Authority is authorized to enter into agreements with municipalities or local public agencies for the operation of a Property Improvement Program (the "Program"); and

The Authority has entered into a Financial Institution Commitment and Participation Agreement (Authority Form H-11) with the eligible financial institution (the "Eligible Lender") identified in Part C; and

Community Agent desires to participate with the Authority in assisting the Authority's purchase of eligible home improvement loan notes (the "Eligible Notes") from the Eligible Lender(s) identified in Part C, in accordance with the terms and conditions of the Authority's Property Improvement Program Procedural Guide (the "Procedural Guide"), the provisions of which are hereby incorporated by reference into this instrument; and

Community Agent represents that it is authorized to enter into this Agreement; and

The Authority is willing to enter into this Agreement to purchase Eligible Notes in conjunction with the Program and in accordance with the provisions of the Procedural Guide and the Supplements thereto, and with the terms and conditions set forth below.

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

PART A

1. Agreement in Conjunction with Participation Agreement. It is acknowledged by Community Agent that this Agreement must be accompanied by the Financial Institution Commitment and Participation Agreement (Authority Form H-11) executed by the Eligible Lender unless such Eligible Lender has received prior participation approval for the Authority's Property Improvement Program. Said Financial Institution Commitment and Participation Agreement is incorporated by reference into this instrument.

2. Agreement Term. Upon the execution of this Agreement by the parties, Community Agent shall begin participation in the Program and perform the responsibilities set forth in Exhibit I of Part B. This Agreement shall have no set termination date. However, either party may terminate this Agreement without cause by providing at least thirty days written notice of termination to the other party. In that event, this Agreement shall terminate upon the expiration of the thirty day period.

3. Compensation. For each Eligible Note purchased by the Authority, the Authority agrees to pay Community Agent a commission for processing and administration as set forth in the Procedural Guide. This shall be in addition to any commission paid to the Eligible Lender for the Eligible Note.

4. Community Agent's Warranties. Community Agent hereby warrants that, upon the sale and delivery of Eligible Notes to the Authority, that Community Agent's warranties, as set forth in the Procedural Guide shall be applicable to each Eligible Note.

5. Contract Documents. All sales and purchases of Eligible Notes under the Program are on a contractual basis, the contract in each instance consisting of: (a) this Agreement and (b) the provisions and requirements of the Procedural Guide and supplements thereto, published and distributed by the Authority from time to time, with all amendments thereto. Community Agent represents that it is familiar with the requirements of the above documents, and that it will originate loans meeting the requirements of those documents, for purchase by the Authority.

6. Equal Opportunity. Community Agent agrees and warrants that it will use its best efforts to include Minority Business Enterprises and Women's Business Enterprises as contractors in the Program, and to include minorities and women as participants in the Program. Community Agent agrees that it will keep records concerning the participation of Minority Business Enterprises and Women's Business Enterprises as contractors, and minorities and women as loan recipients, in a manner acceptable to the Authority, and shall keep such records available for Authority Review.

7. Audit. The Community Agent agrees to allow the Authority to examine the books and records of the Community Agent relating to the Program, and the Community Agent agrees to keep on file all such books and records for the three (3) years following the date of any Eligible Note purchased by the Authority.

8. Lender Participation. Community Agent warrants that in preparing this Agreement, it did not prohibit participation of any Eligible Lender which wished to participate in the Program.

9. Additional Provisions. The Authority may unilaterally modify the terms of the Procedural Guide should modification be necessary in order to comply with state or federal laws, or should the Authority deem such modification advisable. Such modification shall be binding upon Community Agent immediately upon its receipt of written notification of the terms of the modification. Any other modifications to this Agreement (as opposed to modifications to the Procedural Guide) shall be made only by written agreement of the parties. Community Agent acknowledges that it has received a copy of the Procedural Guide, which is current as of the date of this Agreement.

10. Remedies. In the event Community Agent defaults in the observance or performance of any covenant or condition in this Agreement or the Procedural Guide and any applicable supplements thereto, or in the event that any warranty made by Community Agent with respect to any Eligible Note is found to be untrue, then the Authority shall be entitled to all remedies, at law or in equity including the right to immediately terminate this Agreement.

11. Applicable Law. This Agreement is made and entered into in the State of Michigan and all questions relating to the validity, construction, performance and enforcement of this Agreement shall be governed by the laws of the State of Michigan.

12. Agreement Conditional Upon Authority Approval. Community Agent shall execute and submit two copies of this Agreement to the Authority for the Authority's approval. The Agreement shall be binding upon the parties upon the Authority's execution and delivery of one of the signed approved Agreements to the Community Agent.

13. Plurals. If necessary for interpreting this Agreement, singular nouns and verbs may be considered as plural, or vice versa.

IN WITNESS WHEREOF, Community Agent has executed this Agreement 16 this day of March 2010.

ATTEST:

Community Agent:

Otsego County Housing Committee

(Legal Name of Community Agent)

By: Steven D. Rizzo

(Signature of Approving Officer)

Steven D. Rizzo

(Title or Position Name of Approving Officer)

Its: Chair, Otsego County Housing Committee

(Title of Authority of Officer)

(Include additional signature below if required by Community Agent's Charter, etc.)

By: Marlene K. Hopp

Its: Director, Otsego Co. Housing Committee

Name of Contact Person: Marlene K. Hopp

Contact Person's Telephone Number: (989) 731-7570

PART B

Exhibit 1

Property Improvement Program Participation Agreement

TASK:	Agent	Lender	Both
Publicly	X		
Pre-Approved loan applicants	X		
Inspection to advise loan applicant of needed improvements and costs (optional)			
Order Application H-1	X		
Affidavit of Accountability H-2	X		
Contractor Agreement H-3	X		
Contractor's Estimate	X		
Income Verification Materials	X		
Deeds, Land Contracts, etc.	X		
Credit verification		Lender Only	
Final Eligibility Determination		Lender Only	
Escrow Agreement H-8	X		
Property Improvement Note		Lender Only	
Mortgage		Lender Only	
Deposit to Escrow Account (Lender's check)		Lender Only	
Disbursement Requests H-10	X		
Inspection of Improvements (over \$7,499)	X		

Authorized agents please check here to indicate approval of areas of responsibility delineated in Part B, Exhibit 1: Lender [Signature] Community Agent [Signature]

PART C

ELIGIBLE LENDER'S ACCEPTANCE AND APPROVAL OF EXHIBIT 1

CHEMICAL BANK, an Eligible Lender, in addition to reaffirming its agreement with respect to all of the provisions of the Financial Institution Commitment and Participation Agreement, accepts, approves, and agrees to participate in the Program and agrees to comply with the provisions of Exhibit 1 of Part B.

Signed this 17th day of March, 20 10  
 By: [Signature] Its: [Signature]  
 Name of Contract Person: Sharia Kallenbeck Phone Number: (889) 633-3803  
 Address: 224 Larkin St., Midland MI 48640

PART D

AUTHORITY'S ACCEPTANCE AND APPROVAL

The above Agreement is hereby accepted and approved by the Authority.

Signed this      day of     , 20       
 By: [Signature] Its:       
Wes Sobel Property Improvement Program Coordinator

840000-0 Property Improvement Program, 016 Form 01/06/06 Lender and Applicant Agreement and Financial Institution Participation Agreement, H-12, 01, 02, 03, 04

**Michigan State Housing Development Authority  
Office of Community Development  
Collaboration/Leverage Agreement**

Otsego County "the Applicant" is applying to the MSHDA Office of Community Development for funding through the Housing Resource Fund (HRF) spring 2014 window, for a homeowner rehabilitation program in the County of Otsego.

If funded by MSHDA the applicant and Chemical Bank (FHLBI lender) AKA "the leveraging partner or LP", (FHLB lender, or USDA RD, or Community Action Agency or MSHDA PIP lender, etc -) agree to work together to fund projects in the County wide area. To the extent that the homeowner qualifies for the funding and the leveraging partner (LP) has funds available, the LP will provide funding to the project. The maximum amount the LP can generally provide to the project is \$25,000.00

The name of the funding program that the LP participates in is called Federal Home Loan Bank (FHLB) Neighborhood Impact Program (NIP) and Accessibility Modifications Program (AMP) funded through Chemical Bank.

The total amount of funds that the LP may have for this program is \$300,000.00 during the time period beginning April 1, 2014 and ending March 31, 2015. However the LP can make no guarantee as to how long funding may last or how much of the funds will actually be available.

The contact information for the LP is:

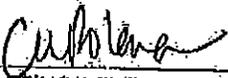
Organization Name Chemical Bank

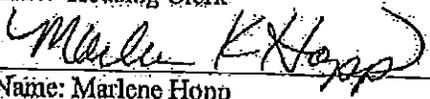
Address 2300 Midland Road, Saginaw, MI 48603

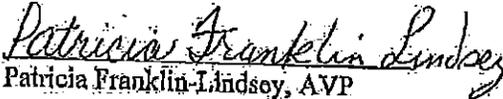
Contact person Patricia Franklin-Lindsey, AVP

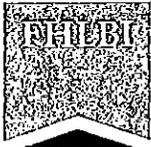
Phone #989-992-6878

E-mail address Patricia.Franklin-Lindsey@ChemicalBankMI.com

  
Name: Cindee Polena  
Title: Housing Clerk

  
Name: Marlene Hopp  
Title: Housing Director

  
Patricia Franklin-Lindsey, AVP



FEDERAL HOME LOAN BANK OF INDIANAPOLIS

*Building Partnerships. Serving Communities.*

## Neighborhood Impact Program (NIP)

NIP assists existing homeowners with incomes at or below 80% of area median income (AMI) to rehabilitate their homes. The maximum subsidy per household is as follows:

- \$10,000 if the homeowner meets either of the following requirements:

The FHLBI member is the current first lien holder or mortgage servicer, or the homeowner was previously a mortgage customer of the FHLBI member who has subsequently fully satisfied the mortgage debt; or

The homeowner is receiving 3:1 in matching funds from a government entity (i.e., CDBG, HOME or USDA funds); or financing a from an eligible state or local home improvement loan program. For every \$1 of matching funds, FHLBI can provide up to \$3 in grant assistance.

- \$7,500 if the homeowner is not receiving matching funds from above-listed eligible sources or if the homeowner is not a current or previous mortgage customer of the FHLBI member.

Members may work with eligible homeowners directly or through one or more local housing organizations.

### Benefits to Members

- Enhances a member's homeowner rehabilitation products, including home equity loans
- Improves market competitiveness
- Develops relationships with local housing agencies
- Empowers homeowners, leading to deeper banking relationships
- NIP requests are processed quickly – approximately 10 business days
- Strengthens collateral when the member is the first lien holder of the property.

### How to Participate

- All set-aside programs are available to member institutions that have completed a training and completed a Master Agreement, Registration and Certification Form.
- There is a \$300,000 member limit per NIP program.
- Members participating in the Homeownership Initiatives programs may be listed on the Community Investment section of FHLBI's website at [www.fhlbi.com](http://www.fhlbi.com).

### Program Elements

- Existing homeowners with incomes at or below 80% AMI
- Owner-occupants and must have resided in home 18 months prior to enrollment
- Five-year retention requirement with a prorated recapture of assistance
- Eligible properties include single-family homes, condominiums and modular units (duplexes with certain restrictions). Existing mortgage obligations must be current and paid as agreed.
- Homeowner counseling not required, but recommended

### Eligible Improvements

- Repair/replacement of existing heating, ventilation, air conditioning
- Repair/replacement of existing well/septic system or underground property sewer system
- Repair/replacement of existing water heater
- Energy conservation improvements - includes repair/replacement of:
  - + Windows
  - + Soffit and Fascia
  - + Siding
  - + Roofing
  - + Gutters
  - + Downspouts
  - + Caulking
  - + Exterior doors
  - + Weather stripping, attic and wall insulation
- Installation/repair of existing basement waterproofing system.

Rehabilitation and repair of systems; materials must be of similar quality, like and style.

All repairs must be supported by two independent bids.

\*Additional documentation may be required.

**Information, forms, and available set-aside balances are posted at [www.fhlbi.com/housing/CIhome.asp](http://www.fhlbi.com/housing/CIhome.asp). Technical assistance is available by calling FHLBI's Community Investment staff at 800.688.6697.**



## 2014 FHLBI Homeownership Initiative Programs (Set-asides)

FHLBI offers three Homeownership Initiatives Programs (set-aside programs) through member financial institutions to assist in the creation and preservation of affordable homeownership primarily in Indiana and Michigan:

- HOP – first-time homebuyer assistance
- NIP – existing homeowner rehabilitation assistance
- AMP – accessibility modification assistance for owner-occupied households for seniors or those with a disability

*Note: A disaster relief program may also be activated in response to state and federally declared disasters with housing needs not addressed by other set-aside offerings.*

### Funding Available

- All set-aside funding will be available on a first come, first served basis, with no direct allocation among the three set-aside programs.
- The set-aside programs typically release 70% of the available funds in the spring with the remaining 30% held for release in late summer to assure resource availability throughout the year. Funds will be available until the year's allocation has been exhausted.
- The available set-aside funding balance is updated regularly and posted on FHLBI's website.
- A minimum of 35% of set-aside funding must be allocated to first-time homebuyers.

Homebuyers cannot receive, for the same property, more than one FHLBI grant of any kind, or more than one grant from any Federal Home Loan Bank, unless prior grants have been repaid or retention period has expired.

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**For more information contact Shannon Fountain at 317.465.0428, sfountain@fhlibi.com, Ronna Edwards at 317.465.0369, redwards@fhlibi.com or call 1.800.688.6697.**

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#### Building Partnerships, Serving Communities

The Federal Home Loan Bank of Indianapolis (FHLBI) is one of 12 regional banks that make up the Federal Home Loan Bank System. FHLBanks are government-sponsored enterprises created by Congress to ensure access to low-cost funding for their member financial institutions. FHLBanks are privately capitalized and funded, and receive no Congressional appropriations. The FHLBI is owned by its financial institution members, which include commercial banks, credit unions, insurance companies, and savings banks headquartered in Indiana and Michigan. For more information about the FHLBI and its affordable housing programs, visit [www.fhlibi.com](http://www.fhlibi.com).



FEDERAL HOME LOAN BANK OF INDIANAPOLIS

*Building Partnerships. Serving Communities.*

## Accessibility Modifications Program (AMP)

AMP provides funding for accessibility modifications and minor home rehabilitation for both income-eligible senior homeowners and owner-occupied households with a person(s) with a permanent disability. Eligible households must have household income at or below 80% of the area median income. The maximum subsidy that can be requested per household is \$10,000 and cannot be less than \$1,000.

Eligible households include:

- A. Household where all members are age 62 or older; or
- B. Household where all members are age 62 or older, or age 17 or younger where the household member age 62 or older is the guardian of the younger household members; or
- C. Household with a member any age with a permanent disability and currently receiving permanent disability benefits

Members may work with eligible homeowners directly or through one or more local housing organizations.

### Benefits to Members

- Enhances a member's products to serve the aging and special needs population
- Improves market competitiveness with the member's senior client base
- Develops relationships with local housing agencies
- Empowers homeowners, leading to deeper banking relationships
- AMP requests are processed quickly – approximately 10 business days

### How to Participate

- All set-aside programs are available to member institutions that have completed training and completed a Master Agreement, Registration and Certification Form.
- There is a \$300,000 member limit for AMP.
- Members participating in the Homeownership Initiatives programs may be listed on the Community Investment section of FHLBI's website at [www.fhlbi.com](http://www.fhlbi.com).

### Program Elements

- Existing homeowners in Indiana or Michigan with incomes at or below 80% AMI
- Owner-occupants and must have resided in home 18 months prior to enrollment
- Five-year retention requirement with a prorated recapture of assistance
- Eligible properties include single-family homes, condominiums and modular units (duplexes with certain restrictions)
- Households must have documented banking relationship with FHLBI member
- Existing mortgage obligations must be current and paid as agreed

### Eligible Modification

- Ramps/zero step entries
- Handrails
- Levered door handles
- Self-closing hinges (internal/external doors)
- Pocket doors or swing hinges
- Bathroom modifications
  - + walk/roll-in showers
  - + grab bars
  - + rebath - easy entry bath
  - + ADA-approved toilets/drop-down grab bar
  - + Roll-under vanity
  - + Lower level ½ bath conversions
- Kitchen modifications
  - + Lowering existing cabinets or replacing with ADA-approved cabinets
  - + Lowered and/or roll under ADA-approved counters
- Internal chair and wheelchair lifts
- Widened doorways
- Installation of smoke detectors or carbon monoxide detectors
- Universal Design floor coverings
- Exclusion may apply

### Other Repairs

- Up to 25% of AMP funds may be used for the following deferred maintenance items:
  - + Roofing
  - + Siding
  - + Windows
  - + External doors
  - + Water heaters
  - + HVAC
  - + Gutters



## 2014 FHLBI Homeownership Initiative Programs (Set-asides)

FHLBI offers three Homeownership Initiatives Programs (set-aside programs) through member financial institutions to assist in the creation and preservation of affordable homeownership primarily in Indiana and Michigan:

- HOP – first-time homebuyer assistance
- NIP – existing homeowner rehabilitation assistance
- AMP – accessibility modification assistance for owner-occupied households for seniors or those with a disability

*Note: A disaster relief program may also be activated in response to state and federally declared disasters with housing needs not addressed by other set-aside offerings.*

### Funding Available

- All set-aside funding will be available on a first come, first served basis, with no direct allocation among the three set-aside programs.
- The set-aside programs typically release 70% of the available funds in the spring with the remaining 30% held for release in late summer to assure resource availability throughout the year. Funds will be available until the year's allocation has been exhausted.
- The available set-aside funding balance is updated regularly and posted on FHLBI's website.
- A minimum of 35% of set-aside funding must be allocated to first-time homebuyers.

Homebuyers cannot receive, for the same property, more than one FHLBI grant of any kind, or more than one grant from any Federal Home Loan Bank, unless prior grants have been repaid or retention period has expired.

**Information, forms, and available set-aside balances are posted at [www.fhlbi.com/housing/Community.asp](http://www.fhlbi.com/housing/Community.asp). Technical assistance is available by calling FHLBI's Community Investment staff at 800.688.6697.**

**For more information contact Shannon Fountain at 317.465.0428, [sfountain@fhlbi.com](mailto:sfountain@fhlbi.com), Ronna Edwards at 317.465.0369, [redwards@fhlbi.com](mailto:redwards@fhlbi.com) or call 1.800.688.6697.**



### Building Partnerships, Serving Communities

The Federal Home Loan Bank of Indianapolis (FHLBI) is one of 12 regional banks that make up the Federal Home Loan Bank System. FHLBanks are government-sponsored enterprises created by Congress to ensure access to low-cost funding for their member financial institutions. FHLBanks are privately capitalized and funded, and receive no Congressional appropriations. The FHLBI is owned by its financial institution members, which include commercial banks, credit unions, insurance companies, and savings banks headquartered in Indiana and Michigan. For more information about the FHLBI and its affordable housing programs, visit [www.fhlbi.com](http://www.fhlbi.com).



FEDERAL HOME LOAN BANK OF INDIANAPOLIS

*Building Partnerships. Serving Communities.*

**FHLBI Affordable Housing & Community Investment Program Workshop**

**February 19, 2014-Tree Tops Resort-Gaylord, MI**

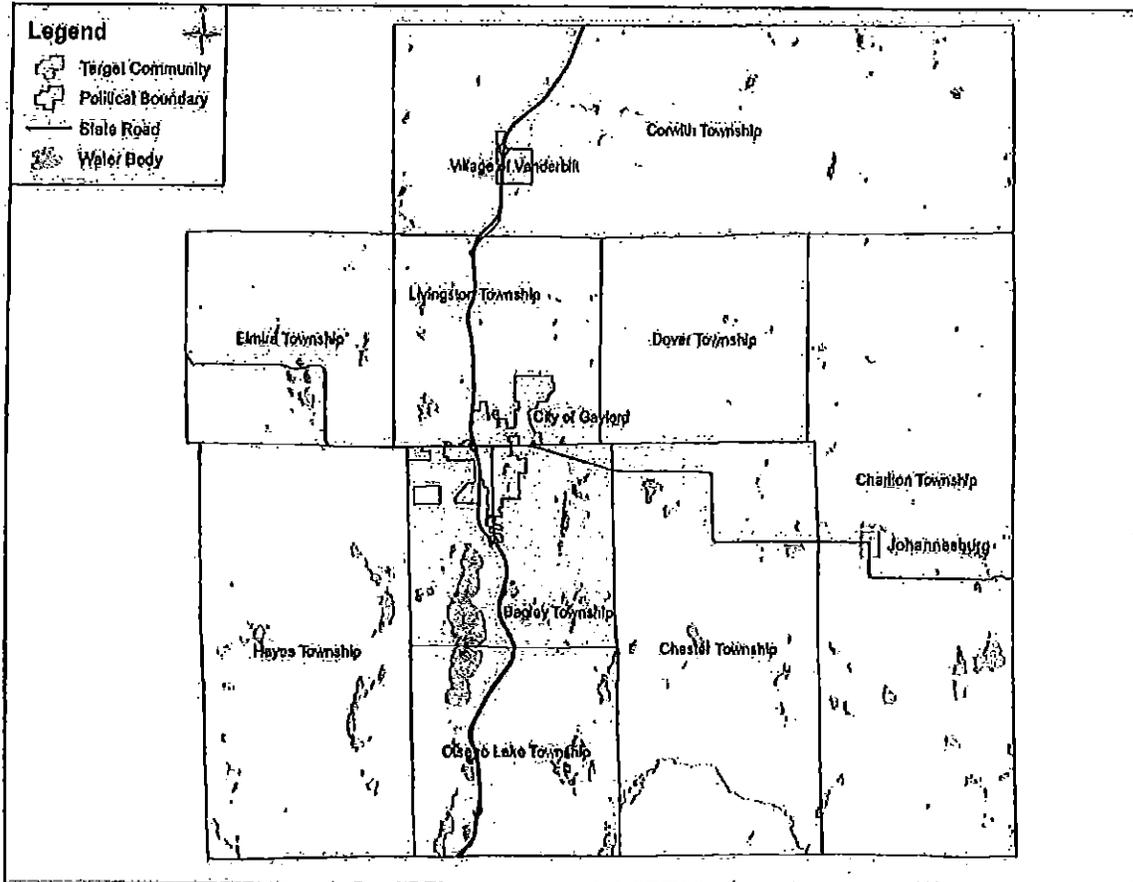
**Attendee List**

First Name:	Last Name:	Company:	Member/Sponsor/Staff
Tanya	Lamont	Chemical Bank	Member Institution
Karl	Yoder	Chemical Bank	Member Institution
Sharon	Coppemoll	Citizens National Bank	Member Institution
Darren	Selden	Citizens National Bank	Member Institution
Teresa	Sullivan	Citizens National Bank	Member Institution
Steve	Crusoe	Citizens National Bank of Cheboygan	Member Institution
Shanna	Hanley	Citizens National Bank of Cheboygan	Member Institution
Michelle	Lajole	C-L-M Community Action	Sponsor
Holly	Kibble	C-L-M Community Action Agency	Sponsor
Kyle	Kurtz	First Community Bank	Member Institution
Tim	Lemanski	FirstMerit Bank	Member Institution
Kevin	Cranson	HomeStretch	Sponsor
William	Merry	HomeStretch Nonprofit Housing Corporation	Sponsor
Lee Ann	Fischer	Housing Consulting Services LLC	Sponsor
Craig	Roberts	Huron Community Bank	Member Institution
Robert M	Fisher	Lake-Osceola State Bank	Member Institution
Leslie	Casselman	Northwest Michigan Community Action Agency	Sponsor
Sarah	Hartman	Northwest Michigan Community Action Agency	Sponsor
Ron	Simmons	Northwestern bank	Member Institution
Lani	Laporte	NW Michigan Habitat for Humanity Inc.	Sponsor
Marlene	Hopp	Otsego County Housing Committee	Sponsor
Cindee	Polena	Otsego County Housing Committee	Sponsor
Laura	MacKillop	Roscommon County Housing Commission	Sponsor
Allison	Thompson	Roscommon County Housing Commission	Sponsor
Lorinda	Roberts	Roscommon Habitat for Humanity	Sponsor
Dan	Baldwin	Traverse City State Bank	Member Institution
Ronna	Edwards	FHLBI	FHLBI Staff
Shannon	Fountain	FHLBI	FHLBI Staff
Greg	Teare	FHLBI	FHLBI Staff
MaryBeth	Wott	FHLBI	FHLBI Staff

### Rationale for Target Communities

The four Target Communities are the primary centers of activity and commerce in Otsego County and account for over 42% of the County's population. Additionally these communities possess the necessary infrastructure and capacity to support future placemaking activities.

Map 1: Target Communities



**SECTION II. DESIRED RESULTS  
TARGET AREA(S)**

County Allocation applicants must complete this section for the portion of their grant dollars that will be used for their **Placemaking** targeted strategy.

**Target Area Description:** Describe the proposed target area(s) for the project or program. The target area should be appropriate to the scope of the project and the nature of the activities proposed. Refer to CDD's Funding Priorities in the Notice of Funding Availability.

\* **Name of proposed target area:** City of Gaylord, Bagley, Vanderbilt, Johannesburg

\* **Description:** Otsego County has identified targeted areas being Bagley Township, the City of Gaylord, the Village of Vanderbilt and the unincorporated Village of Johannesburg for total rehabilitation and emergency repairs to single-family residential dwellings below 80% area median income limits of the grant. The remaining townships of Otsego County will be assisted through CDBG program income funds for total home rehabilitation and emergency repairs.

\* Applicant must check one of the following two boxes.

**The proposal is for multiple projects on scattered sites within the target area. A street-level map of the proposed target area with the boundaries clearly identified is attached, AND/OR**

**The proposal is for a single project; a street-level map of the neighborhood of the project site is attached, with the site clearly identified. The characteristics indicated below describe the neighborhood of the project site as indicated on the map.**

Browse:

**Target Area Characteristics**

Below are a range of characteristics describing appropriate target areas for different kinds of projects. Not all of these characteristics will apply to a given target area. As this application is reviewed, MSHDA will approve, reject or propose modifications to the target area(s) in order to enhance the likelihood that the investment of housing funds will move the target area toward becoming a Place-oriented community of choice which is vibrant, affordable, diverse, and sustainable.

Placemaking is a multi-faceted approach to the planning, design and management of neighborhood components – building types, spaces, uses, and activities – with public engagement and direction. Placemaking capitalizes on a local community's assets and potential, ultimately creating places that promote people's health, happiness, and well-being.

In addition to responding to the statements below, add any characteristics to more accurately describe the community in a way that will help MSHDA understand the changes that need to occur to achieve the

community's desired result for the target area. Indicate, as appropriate, the characteristics of the target area and provide detail in comment area below.

If applicant plans to implement projects in more than one target area, a separate application for each target area must be submitted.

- \*  Yes  No  N/A The target area is a center of commerce for a larger area, with retail and other services, employers and other public amenities within and/or immediately adjacent to its boundaries.

Comment: The downtown and/or target areas include government entities, water/sewer, various retail/commercial businesses, schools, churches, banks, restaurants, grocery/drug stores, parks, employment, public transportation & police all in walking distance.

- \*  Yes  No  N/A The target area is strategically important to the larger community because of location, high visibility, proximity to jobs and services, etc.

Comment: All targeted areas located downtown are well maintained street scape and sidewalks provide convenient/direct pedestrian access to many services/amenities: schools, parks, employers, retail services, hospitals, recreational facilities and churches.

- \*  Yes  No  N/A Property values in the target area are low; current property owners are discouraged from investing in their property. However, housing investment through this project and related leveraged funds might realistically be sufficient to have a significant impact on the target area as a whole by motivating property owners to invest in their property as a result of the improvements they see going on around them.

Comment: Market values have maintained in the current economy, however, due to quick sales, homes are being sold at affordable prices but are in need of repair. Homeowners are able to apply to our program in disbelief to receive affordable improvements.

- \*  Yes  No  N/A The safety of target area residents is at risk because of abandoned residential and commercial properties or other hazardous structures which will be addressed through this project.

Comment: N/A. Blight or hazardous structures are not a concern in Otsego County to address. For safety issues, there are three police departments (City of Gaylord, Otsego County, State) and fire departments are on call 24 hours a day throughout Otsego County.

- \*  Yes  No  N/A The target area is a high cost area for housing; an increase in the number or quality of affordable units will promote increased income diversity in the community and enable lower-wage workers to live closer to work, school, and other opportunities.

Comment: Property taxes are high in the City of Gaylord, the home repairs to single-family dwellings will decrease energy costs making it affordable to live in the area, work closer to employment/improve the quality of neighboring homes in the target areas.

\*  Yes  No  N/A Housing units in the target area are in close proximity to each other; improvement of real estate will have a direct positive benefit on neighboring units. The target areas are the most populated of single-family residential dwellings in Otsego County. Visual improvements performed to these dwellings will  
 Comment: raise high standards to surrounding dwellings and subdivisions, with an interest of similar needs.

\*  Yes  No  N/A Rehabilitation and/or infill new construction of sites on existing public water and/or sewer in the target area supports smart growth in the area by making use of existing infrastructure capacity, protecting ground water quality, and promoting wise land use.  
 Comment: Home repairs to single-family dwellings is served by Gaylord's water/sewer system. City participates in Gaylord Area Cooperative Planning Committee, designed to support good planning and smart growth in the Gaylord and surrounding municipalities.

\*  Yes  No  N/A The target area local government and/or community has adequate controls to assure property maintenance and prevent nuisances in order to safeguard the health and safety of residents and protect target area households and projects assisted by this proposal from loss in property value due to neighborhood blight.  
 Comment: The Land Use Department, the City of Gaylord and Northwest Community Health Agency actively enforces ordinances, building codes related to property safety and maintenance. The City takes action on properties due to any hazardous conditions & blight.

\*  Yes  No  N/A The target area includes, or is within convenient walking distance of, services and amenities for target area residents such as schools, parks, employers, and/or retail services.  
 Comment: The targeted areas include well maintained street scape and sidewalks that provide convenient/direct pedestrian access to many services/amenities: schools, parks, employers, retail services, hospital, cultural, recreational facilities and churches.

Yes  No  N/A Identify whether the proposed site(s) are located in a CDBG targeted area. In addition, please provide documentation if the proposed areas and/or sites are located in a local and/or state designated investment or incentive target area (NEZ, MainStreet, Blueprint, NPP, HUD Sustainable/Resilient areas, Redevelopment Readiness areas, etc.) that are supported by current or previous neighborhood-based community involved plans.

Comment: Targeted sites are located in the City of Gaylord, Township of Bagley, Village of Vanderbilt and Johannesburg. Plans have been submitted through our recent partnership profile and Otsego Counties master plan.

Yes  No  N/A Other: Other Amenities:

Comment: The University/M-TEC center, Otsego Co. Sportsplex (indoor ice rink/swim arena), Otsego Memorial Hospital, VA Clinic, 9-1-1, 3 police stations, I-75, M-32, Otsego Co. Library/Historical Museum; Community Center, Parks, Theater encompass target areas.

**SECTION II. DESIRED RESULTS  
PLANNING GRID**

County Allocation applicants must complete this section for the portion of their grant dollars that will be used for their **Placemaking** targeted strategy.

**Proposed Project Results Planning Grid.** As applicant plans the targeted program, indicate on the grid the specific conditions/ opportunities/ partners etc. that are relevant for the target area(s) proposed. By identifying the current situation the applicant desires to change in the proposed target area, applicant will identify the condition to improve and/or behavior to change for property owners and/or residents of the target area. Once applicant has identified the condition or behavior, applicant will be able to identify the way to measure the success of the project.

<b>Step</b>	<b>Guidance</b>	<b>Response</b>
1. Identify the organization's housing mission.	Why does the organization exist? What elements of the organization's mission directly support the proposed project?	The mission of the Otsego County Board of Commissioners is to provide safe housing for moderate to very low-income individuals and families below 80% average median income. In order to rehabilitate residential dwellings, which may be substandard, affordable deferred loans and loans will be made available to residents that have existing single-family dwellings in the County of Otsego.
2. Identify the target area (attach a map & label anchors and key areas).	Is the target area size appropriate to scale of project? Are housing units within walking distance to commercial and public services (shopping, jobs and public facilities)? <i>Note: see Target Area Characteristics.</i>	The targeted populations are contained in each of their original downtown business districts of the areas of City of Gaylord, Bagley Township, Village of Vanderbilt and Village of Johannesburg. A map identifying the target areas attached. Single-family homes are within walking distance of commercial, public services and facilities such as shopping, employment, restaurants, banks, retail stores, churches, parks and many other vast amenities.

<p>3. Describe the housing market.</p>	<p>What does the data analysis from the study of the market indicate? Are there statistics or data that demonstrate trends? Is there an ability to link data to any or all of the following areas: image, market, physical conditions, neighborhood management?</p>	<p>Market values have maintained in the current economy, however, due to quick sales, homes are being sold at affordable prices but are in need of repair. Homeowners are able to apply to our program in disbelief to receive affordable improvements. Property taxes are high in the City of Gaylord, the home repairs to single-family dwellings will decrease energy costs making it affordable to live in the area, work closer to employment and improve the quality of neighboring housing in the targeted areas.</p>
<p>4. State the reasons for selecting this target area. Indicate what is known about the target area that has led applicant to identify this proposed project as a priority.</p>	<p>Why did you choose this area? What makes this area important? Why is this area important to residents and potential residents? Who have you talked to? What have you observed? How does this fit into the community plan? Is there any synergy you can capture?</p>	<p>Each targeted area includes a developed community with vast amenities, employment and aged single-family residential dwellings. Visual improvements performed to these dwellings will raise high standards to surrounding dwellings and subdivisions, with an interest of similar needs. The CDBG repair program will continue to revitalize the targeted areas, creating an investing and successful community. Improving these aged homes will strengthen neighborhoods/subdivisions which will enhance a good neighbor atmosphere for others to invest. The continuation of the program and interest of HO's willing to invest/repair represents a successful program.</p>
<p>5. Describe what else is happening in the built community.</p>	<p>What are the outside influences? Are there job or economic changes in the built community? Are there new investments or disinvestments? What are the area's strengths and assets?</p>	<p>The City of Gaylord, Bagley township and the targeted communities of Otsego County, as a whole continues rapid growth of broad economy and producing steady and new employment. Downtown owners continue to invest in commercial buildings, facade' programs, rental development, thus creating new rental apartments. Otsego County is driven by manufacturing, wholesale, distribution, oil/gas production and heavy construction. Also home to large winter snow ski slopes and vast golf course resorts known as the Golf Mecca due to large number of world class golf courses. This giving residence a place to provide for their family to live, invest and work.</p>

<p>6. Explain the challenges or problems to be addressed in this target area and explain the reasons for addressing them.</p>	<p>What can you improve in the target area? What opportunities exist for change? What makes these challenges or problems take priority? Are you building on the strengths of the target area or trying to "fix" its biggest problem? Who else is working in the area and what are they doing?</p>	<p>A challenge we face in the targeted areas are the older buildings that have received minimal or no repairs during the times. Local lenders fail to assist these homeowners due to bad credit, no equity or debt to income ratio too high to afford second mortgage payments, resulting in foreclosure. To improve and strengthen these aged homes, we will mass market and educate the targeted areas of these affordable deferred and low interest loan resources. Thus providing a successful program and strengthening and revitalizing our community.</p>
<p>7. State the Desired Results for the target area.</p>	<p>What will be different in terms of image, market, physical conditions and/or neighborhood management? How will people in the target area be different?</p>	<p>Desired results in the targeted areas would be to continue to revitalize and improve homes in neighborhoods. Aged homes will look newly remodeled, neighbors may communicate and market to other neighbors or family members to move to the area because of the result of the CDBG program.</p>
<p>8. List how the Desired Results will be measured.</p>	<p>How will you and MSHDA know that you have succeeded?</p>	<p>Projection of large scale neighborhood target area projects to be expended, completed and a large waiting list for the next grant, is our desire of measured success.</p>

<p>9. List the steps, strategy, and/or products you will use.</p>	<p>What has to be done? What does progress toward success look like? How will you move toward your Desired Results?</p>	<p>Various and mass advertising will prompt awareness of the program. Funding resource of CDBG and match funds are a huge factor. Homeowners once verified are promptly waiting. Continue to market, finalize projects and maintain waiting lists to move toward our desired success and apply for additional funding.</p>
<p>10. Identify your customer(s).</p>	<p>Whose condition, satisfaction or behavior do you want to impact in order to achieve your desired results?</p>	<p>Our customers are those that reside permanently in their single-family dwellings in the targeted areas of Otsego County. Whose income are at or below 80% area median income and the aged home is in need of dire total home or emergency repairs at an affordable deferred or low interest loan. A reduction of energy costs and needed rehabilitation or emergency repairs of improvements promote affordability to continue occupancy, thus achieving our desired results.</p>
<p>11. Describe staff capacity and partnering.</p>	<p>Who are the staff, stakeholders, and partners (schools, econ. dev., local partners) that will carry out the project? What will they do? What kind of community support and other resources will help you achieve your desired results?</p>	<p>The Otsego County Housing Committee and staff will have the primary oversight responsibility of the CDBG and matching funds. Marlene Hopp, Director, has 22 years experience working with the MSHDA programs, including the rental rehabilitation funding, Davis Bacon enforcement and grant administration. Ms. Hopp has a working relationship with the Land Use Department, Joe Duff, City/DDA and Economic Alliance - Jeff Ratcliffe. Together we are an experienced work group with state and federally funded infrastructure and economic development projects. We work closely together with each project on a continuous basis.</p>

### SECTION III. ADMINISTRATIVE GUIDELINES

**Instructions:** Review the MSHDA and/or HUD requirements listed below which are relevant to HRF funding and respond by checking the appropriate boxes. **These guidelines will be incorporated in any Grant Agreement executed pursuant to this application. Failure to adhere to these guidelines may result in findings, disallowed costs, and/or withdrawal of funding.** If applicant does not understand any of these provisions, contact your CD Specialist.

**Local Program Guidelines.** All applicants receiving funding must adhere to certain state and federal requirements as outlined in these guidelines and those specified for each proposed component. Check the appropriate box below in acceptance of these requirements:

\*  The applicant will publish a document of local Program Guidelines, consistent with the guidelines for the component(s) for which funding is awarded. These Program Guidelines will be in proposed final form and submitted for approval by MSHDA prior to the disbursement of grant funds. Program Guidelines shall be shared with program applicants/beneficiaries and should include FHEO logos.

\* Applicant must choose the method of submission from the list below.

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.

**Project Soft Costs.**

\*  The local program will be in compliance with MSHDA's requirement that project soft costs be reasonable and necessary and, except as noted below, these costs will be included within the limits described for soft costs in "Project Administration" in the "Administrative Guidelines" Section and Policy Bulletin #21.

**Grant/Project Administration.**

\*  I understand that administrative costs must be documented and charged for allowable costs within allowable limits as outlined in the chart below.

## **OTSEGO COUNTY HOUSING COMMITTEE**

### **PROGRAM GUIDELINES & APPLICANT REQUIREMENTS**

**PURPOSE OF PROGRAM:** This program is intended to provide funds for the rehabilitation of owner-occupied, single-family residential dwellings. All repairs must conform to the HUD Section 8 existing property rehabilitation standards, HUD Housing Quality Standards, HUD Uniform Physical Condition Standards, local building, zoning ordinances, Michigan Residential Building Code; the Michigan Energy Code and amendments there to. The program will comply with local zoning ordinances. This program is not intended to provide new housing, only rehabilitation of existing housing.

#### **Single Family Housing Rehabilitation**

This will enable dwellings to be brought to local codes, ordinances and regulations as stated above. No more than \$35,000 in CDBG funds will be spent on one project; total rehabilitation not to exceed \$25,000 and lead-based paint reduction not to exceed \$10,000. State or federal regulations provided, additional funds from other sources can be used; however federal funds cannot exceed the maximum limit. The discretion of the Housing Director and Committee would decide whether it is feasible to rehabilitate or replace a dwelling that will require additional funds to meet code requirements. This activity shall only be available to Otsego County applicants with income at or below 80% of area median income.

#### **Emergency Repair Loans**

This activity will enable a single item to be repaired or replaced. The entire unit will not necessarily meet code, however the item repaired will. This activity is with the CDBG & HPG program income funds, if there should be funds available. Emergency assistance is defined as a situation affecting the immediate health, safety or welfare of the applying household. The Committee has set the emergency limit to \$5,000 per dwelling. A match of 3% emergency repair costs from home owner(s) required at closing.

1. Applicant must be an individual or family who has ownership and occupies a single family dwelling residential property, or is a purchaser of such property under a land contract or mortgage. The land contract or mortgage must be recorded. (See FmHA instructions 1944.661 for more information).
2. Applicant must meet income requirements combining gross income of the applicant and family and any other persons related by marriage or operation of law who share the same dwelling unit, including those persons living together who are not married; excluding the income of those persons under the age of 18 or full-time students, or mentally or physically disabled children whatever their age, (this does not exclude social security, disability, or child support payments received for minor children). (See income guidelines per program).

3. In order to qualify to the Community Block Grant program, applicant shall finance or leverage with other sources of funding; MSHDA Property Improvement, USDA Rural Development, Family Independent Agency or Northeast Michigan Community Service Agency, Inc. Weatherization Program. If leveraged with other sources, CDBG will offer deferred loan funding, if household income does not exceed 80% area median income (AMI). **CDBG Deferred Loan funds – 50% median income**– no monthly payments, 0% interest rate, due and payable upon sale, lease, unoccupied or rented. **CDBG Loan funds – 80% median income**– monthly payment, 0-3% interest rate, maximum of 25 year term. (See income guidelines per program AMI).
4. Applicant must have occupied the premises for six (6) months prior to making application. Applicant must reside in the premises for the period of the grant or loan or the outstanding balance will become due and payable.
5. Depending on the funding source, credit scores must be 600 or better. Collections must not exceed \$250, if more, other sources and board approval is required. Medical collections are waived; however payment plan arrangements are advisable.
6. One year must have lapsed since discharge of bankruptcy and three year lapse since foreclosures, this depends on funding sources. A review of credit information will be determined if the applicant has re-established a history of acceptable credit.
7. Applicant and all other joint owners of the property must agree to sign a mortgage and note for the total amount of the loan, including all related costs of the loan. The occupant(s) must be of ownership of the dwelling and must be their continual and primary residence.

#### **Land Contracts for Homeowner Rehabilitation Projects**

- An enforceable lien would require the signatures of **all parties with a legal interest** in the property. The CDBG/HOME applicant(s) and all Land Contract holder(s) in the chain of title **must sign the lien agreement. *Only the borrower(s) would sign the mortgage note.***
  - An alternative to the Land Contract Seller(s) signing the lien agreement would be for them to sign a Land Contract Subordination Agreement. This document would be recorded and would give the Housing Committee a superior lien position to the Land Contract Seller(s). A sample agreement is provided if client should qualify.

#### **Life Estate:**

- The person granted the life estate must sign the lien, and the remainder (the person(s) who would receive the property upon the death of the occupant) must also sign the lien. Income for eligibility does not include the income of the remainder person(s).

#### **Subordination of Liens:**

- Subordination of a lien applies when no new debt is incurred, relative to homeowner rehabilitation projects, and only if all criteria are met referenced in the Otsego County Housing Committee Subordination Guidelines, adopted April 2004.

**Assumption of Liens:**

- Liens may be assumed by income-eligible heirs who will occupy the residence as their year round residence with approval by the Otsego County Housing Committee and MSHDA. Lien assumption will be reviewed on a case-by-case basis.

**Lien Forgiveness:**

- Part (or all) of the CDBG or HOME funds due at the time the property is sold may be forgiven with MSHDA and the Otsego County Housing Committee prior approval, if the proceeds from the sale are insufficient to pay all superior liens and the CDBG/HOME lien.

**All liens will be recorded at the Otsego Register of Deeds office.**

8. Applicant will be required to maintain loss payable insurance on the property for the duration of the terms of the loan and provide proof annually. The Housing Committee will be placed on insurance policy as Mortgagee if the project is approved.

It will be the option of the Housing Committee to require either loss payable insurance or replacement coverage on the applicant's home. The type of insurance will depend on the amount of assistance. Any type of coverage will still require that the County be placed on the insurance policy as Mortgagee. Emergency Repairs will be covered with at least loss payable insurance while any other assistance that brings the entire unit up to code will require replacement coverage.

9. Applicant will be required to keep the property tax and mortgage payments current for the duration of the terms of the loan.
10. Upon termination of ownership, whether by death, sale of property or title transfer, the balance of the mortgage must be paid in full. Assumption may be considered if heirs fall within income guidelines and the rehabilitated home is or will be their primary residence.  
**Note:** If the rehabilitated home is deeded to another family member upon applicant's death; that person's income shall be verified and if he/she qualifies, the Otsego County Housing Committee Board will determine payment. If income exceeds income limits, the heir(s) will be required to pay off the balance due of the loan in full.
11. Applicant's home must be at least five (5) years old and the land owned or being purchased in which it resides.
12. Rehabilitation to mobile homes of 1976 or newer are considered. Home must be taxed as real property, on a permanent foundation or blocked with wheels and tongue removed and proper skirting.
13. Applicants, if successful in obtaining a home rehabilitation or replacement loan, may not apply for another loan for a period of **five (5) years**. This does not include Emergency Repair or MSHDA's Property Improvement Program (PIP).

14. Applicants related to any County Employee, Housing Committee member or staff must disclose their relationship on the application. This application must have prior grantor approval. (Conflict of Interest Regulations for more information see MSHDA Policy Bulletin #8.)
15. Housing Committee members, elected officials and staff shall not be considered eligible applicants; however they may apply for the Property Improvement Program (PIP) through Michigan State Housing Development Authority.
16. All telephone inquires and applications are considered on a first come first serve basis and considered based from information verified by various sources. Emergency projects can be entitled to a first serve basis. An appeal or grievance must be placed in writing and submitted to the Housing Office for decision by the Housing Board.
17. Potential clients for home repair cannot have a reverse mortgage lien on their property to qualify.
18. Closure of mortgage documents to be within 15 days of bid opening meeting.
19. Homeowner labor is not permitted.
20. **CONTRACTOR REQUIREMENTS:**  
Contractor must complete a contractor application which requires verification of current builder license, insurance and credit and previous project references. If upon review a poor remark is reported, contractor is not eligible.
21. Contractor licensing: It is required that all contractors participating in the OCD housing program be licensed by the State of Michigan. Residential builders and maintenance and alterations contractors are licensed through the Department of Energy, Labor and Economic Growth, Licensing Services for Builders. Contractor must be properly licensed for the type of work he/she performs or bids to perform.
22. Contractor will provide all materials, equipment and labor necessary to perform the work stated in the specifications. All materials, workmanship and repairs must conform to the HUD Section 8 existing property rehabilitation standards, HUD Housing Quality Standards, HUD Uniform Physical Condition Standards, local building, zoning ordinances, Michigan Residential Building Code; the Michigan Energy Code and amendments there to. The program will comply with local zoning ordinances.
23. Contractor will be responsible for obtaining any required work permits and arranging for subsequent permit inspections through the County Building Inspector and providing the Committee with copies before work commences.
24. Contractor will conform to all applicable local codes and ordinances whether or not specifically stated in the specifications.

25. **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.
26. Contractor will furnish evidence of Worker's Compensation Insurance and any other coverage required by Michigan Statutes, or as required by the County.
27. Contractor will submit the names, and copy of license and insurance, workers compensation or exemption of all of all Sub-Contractors performing work on this job to the County Housing Committee for clearance.
28. **Lien Waivers:** For construction or repair projects, the contractor is required to provide full lien waivers, verifying all subcontractors and suppliers have been paid for their work to date, for payment requests. The contractor will provide final lien waivers upon request of payment. In the event that a contractor does not provide the required lien waivers, the contractor will not be eligible for future County projects without the consent of the Otsego County Housing Committee.
29. **Insurance Requirements:** All contractors, subcontractors and/or vendors are 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 Coverage's including all owned, non-owned, and hired vehicles.
  - D. Otsego County will be named as Additional Insured on all insurance coverage, with the exception of Workers Compensation and Employers' Liability insurance.
  - E. Limits of Liability for General Liability, Comprehensive Public Liability Insurance protecting the Homeowner in the event of bodily injury, including death in the event of property damage arising out of the work performed by the Contractor or a subcontractor 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.
    - 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.
30. Contractor must sign the contractual agreement with Homeowner, as prepared and approved by the Otsego County Housing Committee.
31. Contractor will be required to begin work within fifteen (15) calendar days from receipt of the "Proceed to Work order" or submit explanation within five days from the expiration date. The contract work shall be fully and satisfactorily completed within

forty-five (45) working days of the start date.

32. Contractor shall disqualify his bid by specifying material not otherwise specified in bid specifications, unless approved by the Housing Director or Housing Inspector. Contractor must bid each numbered item and show lump sum bid of all items.
33. Bids must be received at the office of the Otsego County Housing Committee no later than (time) on (date bids due).
34. Contractor has the written authorization of the homeowner and tenants to inspect premises by scheduled appointment before submitting bids.
35. Contractor will be required, upon request, to provide copies of all invoices and bills showing the price and quality of materials used on all projects.
36. Contractor agrees to abide by any and all Davis Bacon Act requirements that may apply.
37. Contractor is required to sign AD-1048, certifying that he/she is not debarred from participating in any federally funded programs.
38. **Warranty-Workmanship and Materials:** The Contractor will provide all materials, equipment and labor necessary to perform the work stated in the Work Specifications.
39. The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting there from which shall appear within the period of **24 (twenty-four) months** of final inspection. Further, Contractor will furnish Owner with all manufacturers' and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.
40. Contractor and homeowner (s) are not to solicit any other type of business during the performance of bid and rehabilitation to the project.
41. New EPA lead rule effective April 22, 2010, requires that rehabilitating homes built before 1978 must be trained in lead safe work practices and more specifically must have a certificate from an EPA approved trainer showing satisfactory completion of the EPA/HUD approved "Renovation Repair & Painting (RRP)" course. This applies to all remodeling work regardless of the funding source (federal, state, or private funding included). You can find out more about the RRP course at <http://www.epa.gov/lead/pubs/renovation.htm>.

The regulation states that workers performing the work must be trained in OSHA safe work practices; and must be supervised by a certified Lead Base Paint Abatement Supervisor and those workers must have successfully completed one of the following courses:

- A. A lead based paint abatement supervisor course (offer by Michigan Dept. of Health)

- B. A lead based paint abatement worker course (offered by Michigan Dept. of Health)
- C. The Lead-Based Paint Maintenance Training Program (Work Smart, Work Wet and Work Clean to Work Lead Safe).
- D. The Remodeler's and Renovator's Lead-Based Paint Training Program.
- E. If the work classified is Interim Control, the standards for which have been defined at 24 CFR 35.1330 include:
  - F. Protection of occupants and their belongings during the performance of any LBP hazard control work;
  - G. Utilization of Safe Work Practices to contain the hazard and protect workers;
  - H. All persons performing Interim Control activities or entering an interim control worksite (defined as the immediate vicinity of a lead hazard control activity) must be trained in Safe Work Practices in one of the courses approved by HUD (as listed in 35.1330(a)(4), or must be supervised by an abatement supervisor certified by the Michigan Department of Community Health (MDCH);
  - I. Completion of hazard work in compliance with Interim Control work practices at 24 CFR 35.1330; and clearance of the interim control work sites before other rehabilitation work or re-occupancy of the work site is permitted.
- 42. Bidding contractors are required to schedule and review each housing project (interior/exterior) and attend scheduled preliminary meeting. Any changes from the preliminary meeting will be added to the specifications and submitted to bidding contractors.
- 43. In the event that the Contractor fails to meet the deadlines specified within a contract by at least fourteen days, there will be a reduction of \$50.00 per day from the compensation total beginning on day fifteen.
- 44. All bidding contractors and sub-contractors shall comply with the Section 3 Act requirements of Sections 24 CFR part 135. Otsego County plan, contracts and forms attached. The Section 3 Act requires the General Contractor and Subcontractor to utilize Section 3 Residents and Section 3 Business Concerns in relation to the development of Section 3 projects, to the greatest extent feasible.

## **BIDDING PROCEDURE**

The following bidding procedure will apply to all contracts over \$2,000:

**Contractor Register:** This register will be maintained by the Housing Committee Staff. All contractors must be licensed by the State of Michigan and must carry liability insurance and workmen's compensations in one of the following ways:

1. The register may be utilized as a rotation basis and three (3) contractors, as they appear on the list, will be sent a request for proposal.

And/or

2. A notice will be published in the local newspaper for all registered contractors, notifying them of the request for proposals.

And/or

3. Request for proposals will be sent to all contractors on the register.

**Bid Specifications:** Will be prepared by the Housing Committee Inspector and let for bid by the Housing Committee Director. Bid proposals must be returned to the Housing Committee Office within fourteen (14) days. The date, time and place for submission of proposals will be stated on the cover sheet. Contractors will be asked to submit proposals for the cost of labor and materials as well as proposed number of days to complete the work. All bids must be itemized according to bid specifications those that are not itemized will be rejected.

**Bid Award:** The Housing Committee will accept the lowest bid in all cases, except where the contractor is disqualified by the Housing Committee, HUD, or the State of Michigan. Documentation of such disqualification shall be retained in the file.

If the homeowner chooses to pay the difference between the low bid and a higher bid, he or she is entitled to do so. However, the homeowner must pay the amount of the difference to the Housing Committee before the commencement of the work. The Housing Committee will deposit the amount into its escrow account until the completion of the work and payment is made to the contractor.

If the homeowner accepts the choice of low bidder, the contractor will be notified of the bid award. Other bidding contractors will be notified by letter that the bid was awarded to another contractor on the basis of low bid. If the low bidder did not receive the award by choice of the homeowner, that low bidder will be notified that the bid was awarded to a higher bidder by choice of the homeowner.

An acceptable bid is one that is not in excess of 10% of the Housing Inspector's estimate. In the event no acceptable bids are received, all bids will be rejected and the bid process repeated.

Contractors will be encouraged to attend bid openers. The total amount of the bid may be announced but the itemization may not be announced. The Housing Committee will make an award of bid within 30 days from the date the bids were received.

Any questions you have please feel free to call or stop in at the Otsego County Housing Committee Office at 225 West Main Street, room 213, Gaylord in the County Building (989)731-7570, any time.

### **PROCESS OF APPLICATION/PROGRAM AGREEMENT**

After the Housing Director verifies all income and all documents required to process your application, the Housing Inspector—Kevan Flory, will schedule an appointment to perform a repair inspection to your home. This inspection may take 1-2 hours. As the homeowner you are required to be present and walk through your dwelling with the Housing Inspector. Pictures will be taken of your home at this time.

If your home was built prior to January 1, 1978, a lead-based paint inspection is required. A Lead Inspector will contact you from Otwell Mawby, P.C. A detector and/or dust wipe samples of the building(s) surfaces and soils will be taken. This inspection normally takes 2-2½ hours to perform.

The specification will be discussed with you from the Housing Inspector. If approved by the Housing Committee, the bid specification will be released to contractors to bid. The homeowner will be given a list of the registered contractors (licensed & insured) to contact. The contractors on the list may be busy and not able to bid on your project, therefore, it is recommended that the homeowner contact at least three other contractors to assure bids for the project.

A Preliminary Conference Meeting is scheduled with the homeowner(s), bidding contractors, Housing Inspector and Housing Director to discuss items to the bid specifications that concern all parties. If changes are made at the Preliminary Meeting, the contractors are required to add to their bid and homeowner signs the changes at meeting. The contractors are given 14-21 days to provide a sealed bid to the Housing Office. At least three bids should be received.

At the next regular Housing Committee meeting, all bids are opened and reviewed. The lowest responsible bidder shall be awarded the bid to the project and should not be any more than ten percent over the Housing Inspector's cost estimate.

Homeowner(s) has the choice to approve the lowest bid or pay the cost difference between the lowest bid and a higher bid. If the homeowner chooses to pay the cost difference between bids, this amount shall be paid to the Housing Office before work commences. This amount will be deposited into an escrow account until completion of work by the contractor is done.

The mortgage and contract documents are signed by all parties, the homeowner at this time has three business days of which to cancel all documents signed. If the homeowner does not cancel, the contractor is notified of the bid award. The homeowner and contractor will sign the contract. Contractor will be given fifteen days to start, once started forty-five days to complete. The homeowner(s) are responsible of authorizing completion of project through contractor payment request documents. Complaints are to be written to the Housing Office and procedures are enforced in the contract. The contractor will provide a twenty-four month (2 year) guarantee of workmanship and manufacturer's/supplier's written guarantees and warranties covering materials.



AN EQUAL OPPORTUNITY HOUSING PROGRAM



*Updated: March 20, 2014*

GRANT ADMINISTRATION*			PROJECT COSTS		
			<i>Amounts in these three columns + project hard costs must meet total project maximum allowances</i>		
Component	Funding Source	Program Admin	Soft Costs	Activity Delivery Costs (ADC)**	Developer Fee
Homeowner Rehab	HOME & MSHDA	10% of grant	No limit, include in total project costs on line A2 of proforma	10% of total project cost (A5)	N.A.
	CDBG & CDBG PI	18% for both grant and PI dollars	No limit, include in total project costs on line A2 of proforma	10% of total project cost (A5)	N.A.
Rental Rehab	HOME & MSHDA	10% of grant	10% of HOME/MSHDA funded project costs (line B10)	N.A.	N.A.
	CDBG & CDBG PI	18% for both grant and PI dollars	2% of CDBG funded costs (line B10)	N.A.	N.A.
<b>Homebuyer (HOME only)</b>					
ADR (New Const or substantial rehab (\$25,000 or more))		N.A.	All costs must be itemized; NA if taking Developer Fee	N.A.	15% total hard costs (line A7)
ADR (Moderate rehab, <\$25,000)		N.A.	All costs must be itemized; NA if taking Developer Fee	N.A.	10% total hard costs (line A7)
HPR		N.A.	All costs must be itemized; NA if taking Developer Fee	N.A.	8% total hard costs (line A7)

\*Grant administration pays for the administration of the program (not projects): publications, marketing, office expenses, staff time, for working on the program.

\*\*ADC pays for staff time on projects: inspections, spec writing, income verification, SHPO clearance, etc. (if performed by grant administrator).

Note: All program administration expenses, soft costs and activity delivery costs require documentation; developer fee does not.

**Procurement of Administrative Services.**

\* Applicant must check one of the three boxes below.

- Employees of the applicant will administer the program.
- The program will be administered on behalf of the applicant by employees of a local unit of government or a government agency. Applicants contracting for grant administration services must complete a Third Party Administrator Management Plan (see Downloads section). Once a grant is awarded, this document must be completed and signed by the grantee and submitted to MSHDA prior to the disbursement of funds. A copy of the applicant's contract with the administering government agency must also be submitted to MSHDA prior to the disbursement of funds.
- The program will be administered by a non-government third party administrator. Applicants contracting for grant administration services must complete a Third Party Administrator Management Plan (see Downloads section). Once a grant is awarded, this document must be completed and signed by the grantee and submitted to MSHDA prior to the disbursement of funds. (If this option is checked, the applicant must also check one of the boxes below):
  - Applicant will solicit Request for Proposal (RFP) from at least three qualified sources. The RFP will include all significant evaluation factors and their importance, including the cost. The RFP will include the method of evaluation. Evaluation of proposals will be documented. The process will provide for maximum free and open competition.

**OR**

- Applicant proposes using the same non-government third party administrator. The third party administrator identified below will provide documentation of previous experience with Federal and/or MSHDA funds. The applicant also must choose the method of submission from the list and identify all current grants as instructed below.

Name of third party administrator:

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.

Applicant is required at a minimum to perform a formal RFP procurement process every three years to select the non-government third party administrator.

If the procurement occurred within the past three years for the same grant type, the terms of the previous RFP (scope of services and amount of compensation) will remain in effect for the new grant, if awarded. Enter the date the current administrator was procured:

\*List all current grants and pending applications from MSHDA, HUD or other housing funding agencies to be administered by applicant and contracted administrator named above.

Open grants: MSC-2011-0812-HO rental rehabilitation, developed 10 rental apartments in a three floor vacant office building co

**Environmental Review.** All proposals receiving federal funding from CDD must complete an Environmental Review.

\* Should the proposed project receive funding, check the appropriate box regarding the type of Environmental Review to be completed prior to committing any funds to the project:

- Initially the project will be classified as Categorically Excluded. All units/properties that will be assisted with grant funds have been identified in this application. The Statutory Checklist will be completed to determine if further review is required. If no further review is required, this project will be Reclassified to Exempt. This classification can only be used for applications with identified project site(s). Most HRF applications do not have sites identified in advance of funding. CD Staff will be contacted to ensure this classification is appropriate.
- The project is assumed to be Categorically Excluded; therefore, the Statutory Checklist and publishing an NOI/RROF will be completed.
- The project is assumed to require an Environmental Assessment; therefore, the Statutory Checklist and Environmental Assessment Checklist will be completed. **Note:** An Environmental Assessment is most commonly required for new construction of five (5) or more units, in downtown revitalization projects, and infrastructure projects.
- The project involves a multi-family or mixed use building and is required to have a Phase I Environmental Site Assessment and a Phase II Environmental Site Assessment, if recommended. MSHDA Environmental Officer will be contacted for guidance.
- I am not sure, and need clarification from MSHDA.

**Fair Housing and Equal Opportunity.** Refer to CDD Policy Bulletins #3, #22 and #23 for Fair Housing Requirements.

Actions to Further Fair Housing Choice. Check all the following:

- \*  Applicant will adopt a Fair Housing Policy.
- \*  The applicant will maintain and continuously update a listing of Fair Housing Resources.
- \*  The applicant will use the Fair Housing logo on all materials relating to housing programs distributed to the general public.
- \*  The following individual (staff person or contractor) is appointed as the Fair Housing contact person, and will be available during normal business hours:  
  
Name: \* Marlene Hopp  
Phone: \* (989) 731-7570
- \*  The Fair Housing contact person indicated above will maintain a running log to record fair housing issues, complaints, and actions taken to promote fair housing. Check **one** of the boxes below.  
  
\* Applicant must check one of the following two boxes.  
  - The agency will use the logs provided in Policy Bulletin #22; **OR**
  - The agency will use its own log format. Sample will be submitted to MSHDA via the following method:



If the second box is checked, the applicant must choose the method of submission from the list below.

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.

\*  Other actions that will be taken to promote Fair Housing choice:

**Outreach and information on Fair Housing:**

\* The applicant must check one of the following two boxes indicating how Fair Housing materials will be distributed.

- The applicant will distribute Fair Housing Information and materials provided by MSHDA and/or HUD (or locally designed but approved by MSHDA) to area agencies and organizations and at public events, per Policy Bulletin #22. Indicate how, when, and to whom this information will be distributed. (Actual distribution of materials will be tracked in the Fair Housing log described above.)

**Planned Distribution of Fair Housing Information**

How	When	To Whom	Est. # of contacts
Board & Housing Meetings	4/3/2014	public	150
Military Expo & Stand Down	9/17/2014	public & military	250
Continuum of Care meeting	5/7/2014	public meeting	25

The table above does not reflect our planned distribution strategy. The plan for the distribution of Fair Housing materials is being submitted via the method below:

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.

Browse

\*  The applicant will implement a complaint procedure per CDD Policy Bulletin #3.

\*  The applicant will provide all prospective program participants and contractors with a copy of its complaint procedure.

Upon receiving a Fair Housing complaint from a program participant, prospective program participant, or contractor, the applicant will immediately take all of the following required steps. Check all of the boxes below:

\*  Record the complaint in the running log;

\*  Inform the claimant that he/she may go directly to the Michigan Department of Civil Rights, HUD or the local Fair Housing Center; and

\*  Forward a copy of the complaint to the CD Specialist at MSHDA.

Applicants must conduct business from a barrier-free facility or make reasonable accommodations for persons with impaired mobility.

\* Check one of the following:

All facilities are barrier-free; OR

One or more facility is not barrier-free. Describe reasonable accommodation for persons with impaired mobility below:

**Assurance of Equal Access to Program Benefits.**

\* The applicant must check one of the following two boxes to describe outreach strategies to households.

Equal access will be assured through effective outreach as indicated below:

**Planned Program Outreach**

Strategy	# of Households Reached
Public advertisements on local radio station(s)	2000
Local newspaper(s) advertisements	10000
Public meetings and housing web-site	2500

The table above does not reflect our planned outreach to households strategy. The plan for program outreach is being submitted via the method below:

I will/have faxed this attachment

I will/have mailed this attachment.

I will/have uploaded this attachment.

**Assurance of Equal Access by Qualified Contractors.** Refer to CDD Policy Bulletin #7.

\*  The applicant certifies that no funds under this grant will be provided to a contractor on HUD's Limited Denial of Participation/Funding Disqualifications and Voluntary Abstentions list or the System for Award Management (SAM) which is the official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS site at sam.gov.

\* Applicant must check one of the following two boxes to describe outreach strategies to contractors.

Equal access for all qualified prospective contractors, including minority and women owned business enterprises (MBEs and WBEs), to opportunities provided by the proposal will be assured through effective outreach, including affirmative marketing to MBEs and WBEs

**Planned Contractor Outreach**

Strategy	# of MBE/WBEs Reached
Flyer - Land Use Department	50
Flyer - County Building	50
Local Radio Station(s)	25
Homeowners choice of contractor	21

The table above does not reflect our planned contractor outreach strategy. The plan for the contractor outreach is being submitted via the method below:

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.

**Assurance of Fair Selection of Participating Households.** All eligible households will have access to opportunities provided by the program through the following means: Check all that apply:

- Homebuyer-ADR only:** Properties will be marketed at fair market value to all eligible homebuyers.
- Households served will be taken on a first-come first-served basis.
- Households will be selected through a lottery to be conducted from applications received during an application period, publicized in advance following the outreach measures shown above.
- Homeowner Rehabilitation only:** The applicant plans to evaluate housing units facing health and safety emergencies; if the unit can be feasibly brought up to Michigan Rehabilitation Standards within the maximum per unit limits, that housing unit will receive priority over other units to receive rehab. If this box is checked, the applicant must assure fair access by clearly spelling out in the Program Guidelines the nature of the "health and safety emergencies" that will give the housing unit this priority.
- Other :

**Assurance of Fair Selection of Contractors.**

All qualified contractors have access to opportunities provided by the program through the following means: Check all that apply:

- \*  A reasonable number of qualified contractors will be invited to bid on the project or appropriate parts of the project.
- \*  All qualified contractors will be invited to bid on each unit.
- \*  All qualified contractors will be on a master list to be invited to bid a few at a time on a rotating basis.
- \*  All qualified contractors will be on a master list provided to homeowners.
- \*  All contracts exceeding \$50,000 for improvements/activities undertaken on publicly owned buildings would require a performance and payment bond to be obtained.

**Minimum Contractor Qualifications.** All work paid with HRF funds will be conducted under the direct supervision of a person or company which, at a minimum (check all that apply):

- Holds a valid Residential Builders License.
- Holds a valid license as required by law for any other skilled trades in which they are engaged (electrical, plumbing, etc.).
- Has in force insurance coverage (liability, workers' compensation, etc.) as required by law.
- Is not on the current HUD list of debarred contractors.
- Will secure a building permit for all work for which a permit is required.
- Has appropriate lead based paint training and/or certifications.

**Section 3.** All proposals receiving HUD funding from CDD must adopt and implement a Section 3 Implementation Action Plan and certify they will comply with HUD's Section 3 requirements as follows:

- \*  Applicant will adopt a Section 3 Implementation Action Plan before spending any grant dollars.
- \*  Applicant will implement procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- \*  Applicant will notify potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- \*  Applicant will facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities, as appropriate, to reach the HUD minimum numerical goals. Grant recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and award contracts to Section 3 business concerns that exceed those specified minimum numerical goals.
- \*  Applicant will assist and actively cooperate with the CDD in obtaining the compliance of contractors and subcontractors with the Section 3 requirements, and refrain from entering into any contract

with any contractor where the grant recipient has notice or knowledge that the contractor has been found in violation of the regulations.

- \*  Applicant will document actions taken to comply with the Section 3 requirements, the results of actions taken and impediments, if any.
- \*  Applicant will obtain, from their contractors, subcontractors and non-construction professional contractors, time records and any new certification documentation for Section 3 residents and business concerns with each payment request in order to accurately report Section 3 data on OPAL.
- \*  Applicant will submit their current Section 3 Implementation Action Plan with this application, as indicated.

**Labor Standards.** If any of the following apply, the requirements of Davis-Bacon and Related Acts (DBRA) are triggered. Check all boxes for any provisions that apply:

- Labor standards are not applicable.
- The applicant will use HRF funds for construction or rehabilitation of a structure with 8 or more units (DBRA will be triggered if CDBG funds are used, regardless of the number of assisted units).
- The applicant plans to use HRF funds for construction or rehabilitation of 12 or more assisted units under a single construction contract (DBRA will be triggered if HOME funds are used).
- The applicant is a local government proposing over \$2,000 in public improvements using private contractors (DBRA will be triggered if CDBG funds are used). AND
- The applicant is proposing rehabilitation of a mixed use (commercial and residential) building where the repairs involve "shared improvements" (improvements such as a roof or heating system which will also enhance the commercial portion of the building). **Note:** Most downtown Rental Rehabilitation projects will trigger DBRA.

**Lead Paint Requirements.** If federal funds (HOME or CDBG) are used to fund the proposed project, HUD lead paint regulations will apply. The applicant will assure compliance, as follows (check all that applies):

- The applicant employs staff members who have been trained in the HUD Lead Paint Requirements at 24 CFR Part 35. The names of these staff persons are:  
Kevan Flory a contractual building official with the Otsego County Land Use Department is our new contractual housing inspector as of 3/20/2014. Mr. Flory will acquire the the new Uniform Physical Conditions Standards training.
- In order to assure that lead paint standards are met, the applicant has identified the following person(s) or company(s) in the area who are qualified to conduct lead paint risk assessments:  
Robert Peters Jr., State of Michigan lead inspector and risk assessor #P00013, employed by Otwell Mawby, P.C. located in Traverse City, MI.

- The applicant expects to implement projects involving the use of **\$5,000 or more per unit** in federal funds for rehabilitation of properties constructed before 1978. In order to assure that work is completed in accordance with HUD-approved procedures for lead paint hazard reduction, the applicant has identified the following employees and/or contractors who have been trained in **interim control measures**:

Access Unlimited, ADS INC, B & B Construction Inc, Barry's Total Home Maint & Repairs, Great Lakes Construction Inc., Great Lakes General Contractor LLC, HBC Contracting, J N J Construction, Jordan Construction, Omega Construction, River City Renovations Inc., RJD Inc., Simmons & Son Builders.

- The applicant expects to implement projects involving the use of **\$25,000 or more per unit** in federal funds for rehabilitation of properties constructed before 1978. In order to assure that work is completed in accordance with HUD-approved procedures for lead paint hazard reduction, the applicant has identified the following employees and/or contractors who are certified for **lead-paint abatement**:

Ads Inc. Asbestos Demolition Services and Hazar-Bestos Corp HBC-Contracting.

- Applicant is aware of the HUD lead hazard rule (24 CFR Part 35), and the MSHDA requirement that a lead supervisor be onsite for set up and clean up of every MSHDA/HUD interim control project **OR** that every worker on-site is certified by the EPA as a "Certified Lead Renovator". Applicant will comply with this requirement.

**Complaint Procedure.** The applicant will maintain a complaint referral system for complaints other than Fair Housing, as indicated below. The applicant's complaint procedure will (check all the elements below):

- \*  Be provided in writing to all participating households and contractors;
- \*  Ensure that a program administrator or staff responds to the initial complaint within 15 working days;
- \*  Require that the CEO or Executive be informed of any complaint that the program administrator fails to resolve;
- \*  Provide for the establishment of a review committee of at least three persons, including a community representative and a person with building/construction experience;
- \*  Assure that the claimant may appear before the review committee either in person or in writing;
- \*  Ensure that the review committee responds with a decision within 15 working days of the hearing; and
- \*  Where a complaint is still unresolved, the applicant will seek the services of the closest Dispute Resolution/Mediation program (see CDD Policy Bulletin #3 for list).

**Local Government Citizen Participation Requirements.** Local government applicants shall provide for and encourage citizen participation from all potential beneficiaries including low and moderate income persons, and minority and other traditionally disadvantaged citizens.

- \*  The applicant has solicited comment and feedback from potential beneficiaries, and has provided reasonable advance notice of, and opportunity to comment on the proposed activities. This shall include notification of the public hearing dates, times, and locations. The hearings shall be held at times and locations convenient to meet the anticipated needs (handicapped, non-English speaking, etc.).
- \*  The applicant has conducted at least one public hearing on the activities proposed in the application and at least one public hearing on the status of previously funded activities. (Current grantees may combine public hearings by reporting on the status of a previous grant while announcing the activities proposed in a new application.)
- \*  The hearing on proposed activities included a review of (a) how the need for the proposed activities was identified, (b) how the proposed activities will be funded, including (to the extent known) the anticipated source of funds; (c) the date the application will be submitted; (d) requested amount of federal funds; (e) estimated portion of the federal funds that will benefit low and moderate income persons; (f) where the proposed activities will be conducted; (g) plans to minimize displacement of persons and businesses as a result of funded activities; (h) plans to assist persons actually displaced; and (i) the nature of the proposed activities.
- \*  The hearing on the status of funded activities included (a) a general description of accomplishments to date, (b) a summary of expenditures to date, (c) a general description of remaining work, and (d) a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives, or beneficiaries.
- \*  **A summary of the hearing(s) is attached, showing the date, the number of persons attending, and a summary description of substantive comments.**

\* Applicant must choose the method of submission from the list below.

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.

- \*  Notice of the hearing was published in \* Gaylord Herald Times (a newspaper of local general circulation) on \*3/21/2014
- \*  The applicant will ensure reasonable access to all local meetings, project records and information relating to the proposed and actual use of federal funds.
- \*  The applicant will conduct all related public meetings or hearings in public buildings or facilities that are accessible to persons with disabilities, and provide accommodation upon request.
- \*  The applicant has passed an official resolution authorizing the submission of the application; a copy of the resolution is attached.

April 3, 2014 - Minutes #242

A meeting of the Otsego County Housing Committee was held in room 212 of the County Building. Chairman, Steven Riozzi called the meeting to order at 9:30 a.m.

PRESENT: Steven Riozzi, Kenneth R. Glasser, Tammy LaBouef, John LaFave  
EXCUSED: Charles Berlin, Jim Mathis, Joseph Wambold  
OTHERS: Marlene Hopp, Kevan Flory

Additions to agenda: None.

Introductions were made followed by the Pledge of Allegiance led by Marlene Hopp.

MOTION: by LaBouef, approve project HO-0812-121990 specifications and cost estimate. Release to contractors to bid.

Ayes: Riozzi, Glasser, LaBouef

Nays: LaFave

Motion Carried

MOTION: by Glasser, approve project HO-0812-121991 specifications and cost estimate with recommended changes. Release to contractors to bid.

Ayes: Unanimous. Nays: None. Motion Carried.

MOTION: by LaFave, approve minutes #241 of February 20, 2014 as corrected.

Ayes: Unanimous. Nays: None. Motion Carried.

The regular housing meeting was suspended at 9:45 a.m. for a public hearing regarding MSHDA Housing Resource Fund Community Development Block Grant application #HRF-2014-0812-6162. Attached is the record of public hearing and sign in sheet.

Public hearing closed at 10:15 a.m. Regular housing meeting resumed at 10:16 a.m.

MOTION: by Glasser, to approve #HRF-2014-0812-6162 rehabilitation application and attachments as amended.

Ayes: Unanimous. Nays: None. Motion Carried.

New Business:

Current grant #MSC-2011-0812-HOA expires June 30, 2014 and we are seeking additional projects.

Housing inspector interviews were held March 18, 2014. Four out of five applicants were interviewed. Committee contracted with Kevan Flory March 20, 2014.

Director reported on the spring regional training held March 25 at the University Center. Numerous changes and updates to the HRF grant application due April 4.

Inspector is registered for the next Uniform Physical Condition Standards (UPCS) training April 15-17 in Lansing.

Due to the current delay of projects and circumstances, next committee meeting to be May 15, 2014.

Director reviewed #003-1999 paid mortgage foreclosure results.

Activity and financial reports were presented and reviewed.

Unfinished Business:

Riozzi and Director reported on the Arbitration meeting held March 5.

MOTION: by LaFave, to approve project HO-0812-112809 amendment based on March 8, 2014 arbitration meeting agreement results.

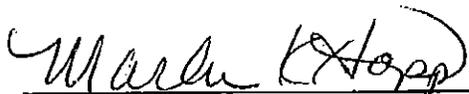
Ayes: Unanimous. Nays: None. Motion Carried.

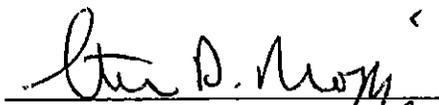
New copier has been purchased and delivered March 26.

Other Business: None

Public Comments: None.

Meeting adjourned at 10:55 a.m.

  
\_\_\_\_\_  
Marlene K. Hopp, Director  
Otsego County Housing Committee

  
\_\_\_\_\_  
Steven D. Riozzi, Chair  
Otsego County Housing  
Committee

OTSEGO COUNTY HOUSING COMMITTEE  
RECORD PUBLIC HEARING

Michigan State Housing Development Authority (MSHDA)  
Housing Resource Fund (HRF) Grant Application  
Thursday, April 3, 2014

A public hearing of MSHDA HRF#2014-0812-6162 grant application was held on Thursday, April 3, 2014 located in room 212 of the County Building of Otsego County. Steven Riozzi, Chairman of the Otsego County Housing Committee opened the public hearing at 9:46 a.m.

The list of attendance was: Marlene Hopp, Steven Riozzi, Tammy LaBouef, John LaFave, Kenneth R. Glasser, Kevan Flory. The sign in sheet is part of this record.

The local Gaylord Herald Times newspaper published a notice of public hearing on March 21 and submitted proof of affidavit of publication. Authorizing resolution #OCR 14-09 fair housing resolution and #OCR 14-10 authorizing resolution for the HRF grant application were presented and approved by the Otsego County Board of Commissioners at their March 27, 2014 meeting. Each Housing Committee member received the MSHDA HRF grant application one week prior to the meeting for review.

Marlene Hopp, Director for the Otsego County Housing Committee presented the Fair Housing brochure and discussed changes to the MSHDA HRF rehabilitation grant application. Sections throughout the application were discussed, which included the program summary, budget, project, program description, proformas, leveraging funds, target area, desired results, administrative guidelines, rehabilitation and emergency components, attachments, implementation and capacity of the grant.

The HRF grant of \$275,000 through Michigan State Housing Development Authority has a term of twenty four months, starting 7/1/2014 and ending 6/30/2016. The allocations of expenses are the Community Development Block Grant single-family rehabilitation and emergency repair deferred loans, zero – three percent interest rate loans and general administration. Leveraging funds are through commitments by MSHDA's Property Improvement Program and Federal Home Loan Bank's Neighborhood Impact Program and Accessibility Modification Programs. The allocation of total rehabilitation grant funds will be in the targeted areas of the City of Gaylord, Bagley Township, Village of Vanderbilt and Johannesburg, whereas the emergency repairs not exceeding 15% of the grant and all program income will be utilized county wide for single-family residential dwellings.

Public Comments: none

The Public Hearing was closed at 10:15 a.m.

Record of public hearing written by Marlene K. Hopp, Director for Otsego County Housing Committee.

**Otsego County Housing Committee  
Public Meeting  
Grant Application #HRF Application  
Thursday, April 3, 2014**

*List of Attendance:*

<i>Print Name:</i>	<i>Address:</i>	<i>Comments:</i>
Marlene Hopp	225 W. Main, Gaylord MI	No
Steven Rionzi	738 Chester Rd Gaylord MI	No
Tammy LABouP	333 E Felshaw Gaylord, MI	none
JIM LAPINZ	11820 Jewel Road, Vanderbilt MI	No
Kevin R. Jasso	25 MICHAEL DR. GAYLORD	NO COMMENT
Kevin Flory	3657 Bennett rd. Cheboygan	No Comm.

# AFFIDAVIT OF PUBLICATION

In the Matter of:  
Otsego County Housing Committee

STATE OF MICHIGAN

SS: Public Hearing Notice

COUNTY OF OTSEGO

Gina M. DeForge, being first duly sworn, says that she is an employee of the Gaylord Herald Times, a newspaper published in the English language for the dissemination of local or transmitted news, which is a duly qualified newspaper, and that annexed hereto is a copy of a certain order taken from said newspaper in which the order was published.

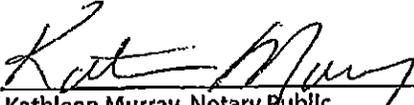
Published:

March 21, 2014

  
\_\_\_\_\_  
Employee

Subscribed and sworn to before me this

21st day March, 2014  
\_\_\_\_\_

  
\_\_\_\_\_  
Kathleen Murray, Notary Public  
State of Michigan, County of Otsego  
My commission expires August 5, 2015  
Acting In the County of Otsego

**NOTICE OF PUBLIC HEARING**

The Otsego County Housing Committee will be holding a public hearing for the submission of a housing rehabilitation and emergency repair application to Michigan State Housing Development Authority for funding under Housing Resource Fund Community Development Block Grant Community Development Homeowner Program. The public hearing will be held Thursday, April 3, 2014 at 9:30 a.m. in the County Building, 225 W. Main Street, conference room 212, second floor, Gaylord, MI 49735. Written comments will be accepted until 12:00 p.m. Friday, April 4, 2014 and should be mailed to: Otsego County Housing Committee, 225 W. Main Street, room 213, Gaylord, MI 49735. A statement of activities and budget proposed within the grant will be available to the public at the Housing office address listed above.

 AN EQUAL OPPORTUNITY HOUSING PROGRAM 

**OTSEGO COUNTY HOUSING COMMITTEE**  
**Housing Resource Fund**  
**Community Development Block Grant County Allocation Funds**  
**Program Summary**

**Project Description**

The Otsego County Housing Committee will be requesting a grant through Michigan State Housing Development Authorities (MSHDA's) Housing Resource Funding (HRF) of Community Development Block Grant (CDBG) rehabilitation funds of \$275,000. The rehabilitation grant will be in the targeted strategy within the county areas of the City of Gaylord, Bagley Township, Village of Vanderbilt and Johannesburg, whereas the emergency repairs not exceeding 15% of the grant and all program income will be utilized county wide for single-family residential dwellings to all qualified homeowners on an equal opportunity basis.

These and leveraged funds will assist 23 low income residents not exceeding 80% of the county median income, by assisting rehabilitation to single-family residential dwellings. Otsego Counties geographic area contains 24,164 persons, with 14,731 housing units of which 7,776 are owner-occupied, 1,980 renter-occupied and 4,975 are vacant, according to the 2010 census.

MSHDA - Property Improvement Program and Federal Home Loan Bank - Neighborhood Impact Program and Accessibility Modifications Program of approximately \$75,000 will be the leveraged funds of the grant during the twenty-four month period. The following activities that will be promoted are listed below.

**Budget**

<b><u>Component-Activity</u></b>	<b><u>MSHDA Funds</u></b>	<b><u>Proposed Units</u></b>	<b><u>Leverage Funds</u></b>
Homeowner Rehabilitation	\$185,500	7	
Emergency Repair	\$40,000	8	
Administration	\$49,500		
<b><u>Leverage Funds</u></b>		<b>8</b>	<b>\$75,000</b>
MSHDA- Property Improvement Program FHLB- Neighborhood Impact Program & Accessibility Modifications Program			
<b>Total</b>	<b>\$275,000</b>	<b>23</b>	<b>\$75,000</b>

**Homeowner Assistance Rehabilitation and Emergency Repair (\$225,500)**

**Activity Description:** The homeowner assistance rehabilitation program will assist 23 very-low to modest income individuals and families with rehabilitation, emergency repair and reduce lead-based paint to their existing dwelling. Repairs performed to the dwelling will meet the HUD Uniform Physical Conditions Standards and local codes, ordinances and standards. Funds will be secured by a mortgage at a 0% interest deferred loan or 0 - 3% interest loan with payments. Potential homeowners will apply for the program based on qualifications and program guidelines.

**Rehabilitation Classification:**

Single-family rehabilitation is categorically excluded subject to section 58.5 (24 Code of Federal Regulations (CFR) (58.35(a.)) county wide program and 58.6 authorities and requires a two-tiered environmental review. Emergency repairs are exempt activities subject to section 58.34 (24 CFR 58.34 (a)1-(a)12) county wide program and 58.6 authorities.

**Administration**

A total of \$49,500 administration will be collected throughout the duration of the grant to administer the home owner rehabilitation program.

Administrative funds are classified as exempt activity under 24 CFR 58.34(a)1-(a)12.

Marlene K. Hopp  
 Marlene K. Hopp, Director  
 Otsego County Housing Committee

April 3, 2014  
 Dated



AN EQUAL OPPORTUNITY HOUSING PROGRAM



Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 27<sup>th</sup> day of March, 2014 beginning at 9:30 a.m.

PRESENT: TAMMY LABOUEF, PAUL BEACHNAU, PAUL LISS, ERMA BACKENSTOSE, RICHARD SUMERIX,  
DOUG JOHNSON, KEN BORTON, BRUCE BROWN.  
ABSENT: LEE OLSEN.

The following preamble and resolution was offered by Commissioner: \_\_\_\_\_.

**RESOLUTION NO. OCR 14-10**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 27, 2014

**WHEREAS**, the County of Otsego is interested in the continuing effort to rehabilitate housing conditions for its low income residents; and

**WHEREAS**, the County of Otsego has demonstrated a need for this assistance with data outlined in the application; and

**WHEREAS**, the County of Otsego intends to meet this need by submission of an application to the Michigan State Housing Authority (MSHDA) Housing Resource Fund (HRF) County Allocation Community Development Block Grant and by funds leveraged with MSHDA Property Improvement Program (PIP), and local funds, thus meeting more needs; and

**WHEREAS**, the Otsego County Board of Commissioners accepts the recommendation of the Otsego County Housing Committee to apply for \$175,000; now, therefore, be it

**RESOLVED**, that the Otsego County Administrator, John M. Burt on behalf of the Otsego County Board of Commissioners, be the Authorized Official to sign and submit said MSHDA's HRF Application and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit other documents as required.

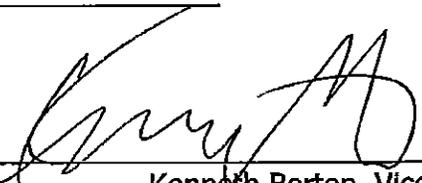
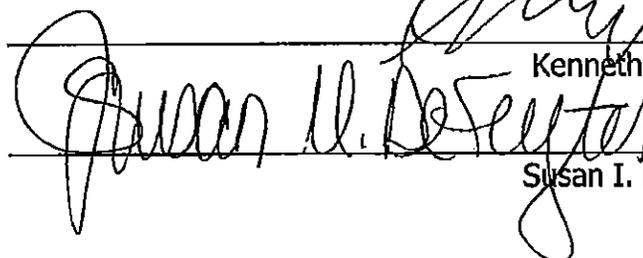
A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: UNANIMOUS.

NO: NONE.

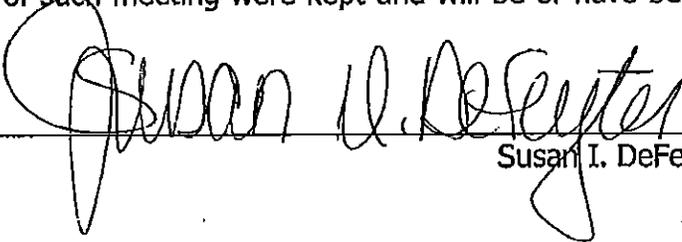
ABSTAIN: NONE.

**THE RESOLUTION WAS DECLARED ADOPTED.**

  
\_\_\_\_\_  
Kenneth Borton, Vice Chairman  
  
\_\_\_\_\_  
Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)  
COUNTY OF OTSEGO) ss.

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 27<sup>th</sup> day of March, 2014, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

  
\_\_\_\_\_  
Susan I. DeFeyter, County Clerk

DATED: 3/27/, 2014

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 8<sup>th</sup> day of April, 2014 beginning at 9:30 a.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by Commissioner: \_\_\_\_\_.

**RESOLUTION NO. OCR \_\_\_\_**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
April 8, 2014

**WHEREAS**, the County of Otsego is interested in the continuing effort to rehabilitate housing conditions for its low income residents; and

**WHEREAS**, the County of Otsego has demonstrated a need for this assistance with data outlined in the application; and

**WHEREAS**, the County of Otsego intends to meet this need by submission of an application to the Michigan State Housing Authority (MSHDA) Housing Resource Fund (HRF) Allocation Community Development Block Grant and by funds leveraged with MSHDA Property Improvement Program (PIP), Federal Home Loan Bank - Neighborhood Impact Program and Accessibility Modifications Programs, thus meeting more needs; and

**WHEREAS**, the Otsego County Board of Commissioners accepts the recommendation of the Otsego County Housing Committee to apply for \$275,000; now, therefore, be it

**RESOLVED**, that the Otsego County Administrator, John M. Burt on behalf of the Otsego County Board of Commissioners, be the Authorized Official to sign and submit said MSHDA's HRF Application and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit other documents as required.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: \_\_\_\_\_  
\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**THE RESOLUTION WAS DECLARED ADOPTED.**

\_\_\_\_\_  
Lee F. Olsen, Chairman

\_\_\_\_\_  
Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)  
COUNTY OF OTSEGO) ss.

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 8<sup>th</sup> day of April, 2014, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

---

Susan I. DeFeyter, County Clerk

DATED: \_\_\_\_\_, 2014

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 27<sup>th</sup> day of March, 2014 beginning at 9:30a.m.

PRESENT: TAMMY LABOUEF, PAUL BEACHNAU, PAUL LISS, ERMA BACKENSTOSE, RICHARD SUMERIX,  
DOUG JOHNSON, KEN BORTON, BRUCE BROWN.

ABSENT: LEE OLSEN.

The following preamble and resolution was offered by Commissioner: \_\_\_\_\_.

**RESOLUTION NO. OCR 14-09**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 27, 2014

**FAIR HOUSING RESOLUTION**

**WHEREAS**, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, gender, physical or mental disabilities or national origin; and,

**WHEREAS**, under the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, it is illegal to deny the opportunity to obtain housing to any person because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; and

**WHEREAS**, LET IT BE KNOWN TO ALL PERSONS that it is the policy of **Otsego County** to implement mortgage programs to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status. Therefore, **Otsego County** does hereby pass the following Resolution:

**BE IT RESOLVED** that in accordance with Executive Order 11063, **Otsego County** shall not discriminate in the sale, rental, leasing, or financing of housing because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status; and

**Otsego County** will assist all persons who feel they have been discriminated against because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status to seek equity under federal and state laws by providing information to said persons on how to file a complaint with the Michigan Department of Civil Rights; and

**Otsego County** will at a minimum post this policy or the Fair Housing poster or other posters, flyers or other information which will bring to the attention of owners of real estate, developers and builders their respective responsibilities and rights under the Federal Fair Housing Law and Michigan Elliott Larsen Act; and, now, therefore be it

**RESOLVED**, that the opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or disability is hereby recognized and declared to be a civil right; and be it further

**RESOLVED**, that the Otsego County Board of Commissioners hereby appoints Marlene Hopp, Otsego County Housing Director on November 27<sup>th</sup>, 2012 as the Otsego County Housing Program Fair Housing contact person. Upon any complaints that refer to any discrimination with the Otsego County Housing Program based on the above description Mrs. Hopp will follow the Otsego County Fair Housing Policy, attached.

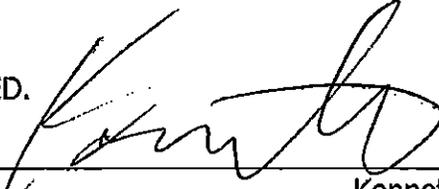
A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

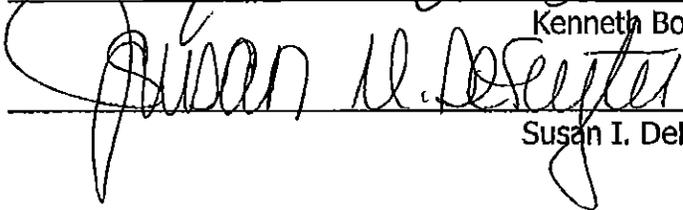
YES: UNANIMOUS.

NO: NONE.

ABSTAIN: NONE.

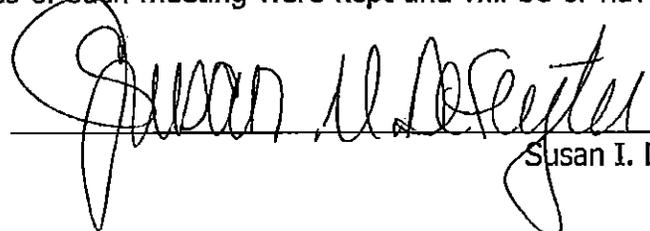
THE RESOLUTION WAS DECLARED ADOPTED.

  
\_\_\_\_\_  
Kenneth Borton, Vice Chairman

  
\_\_\_\_\_  
Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN )  
COUNTY OF OTSEGO ) ss.

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 27<sup>th</sup> day of March, 2014, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

  
\_\_\_\_\_  
Susan I. DeFeyter, County Clerk

DATED: 3/27/, 2014

# Executive Order 11063

DATE: 11-20-62

24 -- Housing and Urban Development

Equal opportunity in housing

WHEREAS the granting of Federal assistance for the provision, rehabilitation, or operation of housing and related facilities from which Americans are excluded because of their race, color, creed, or national origin is unfair, unjust, and inconsistent with the public policy of the United States as manifested in its Constitution and laws; and

WHEREAS the Congress in the Housing Act of 1949 has declared that the general welfare and security of the Nation and the health and living standards of its people require the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family; and

WHEREAS discriminatory policies and practices based upon race, color, creed, or national origin now operate to deny many Americans the benefits of housing financed through Federal assistance and as a consequence prevent such assistance from providing them with an alternative to substandard, unsafe, unsanitary, and overcrowded housing; and

WHEREAS such discriminatory policies and practices result in segregated patterns of housing and necessarily produce other forms of discrimination and segregation which deprive many Americans of equal opportunity in the exercise of their unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS the executive branch of the Government, in faithfully executing the laws of the United States which authorize Federal financial assistance, directly or indirectly, for the provision, rehabilitation, and operation of housing and related facilities, is charged with an obligation and duty to assure that those laws are fairly administered and that benefits there under are made available to all Americans without regard to their race, color, creed, or national origin:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

## Part I -- Prevention of Discrimination

Section 101. I hereby direct all departments and agencies in the executive branch of the Federal Government, insofar as their functions relate to the provision, rehabilitation, or operation of housing and related facilities, to take all action necessary and appropriate to prevent discrimination because of race, color, creed, or national origin -- \1\  
(FOOTNOTE)

(FOOTNOTE) \1\ Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 101 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(a) in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are --

(i) owned or operated by the Federal Government, or

(ii) provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government, or

(iii) provided in whole or in part by loans hereafter insured, guaranteed, or otherwise secured by the credit of the Federal Government, or

(iv) provided by the development or the redevelopment of real property purchased, leased, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into; and

(b) in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans hereafter insured or guaranteed by the Federal Government.

Sec. 102. I hereby direct the Department of Housing and Urban Development and all other executive departments and agencies to use their good offices and to take other appropriate action permitted by law, including the institution of appropriate litigation, if required, to promote the abandonment of discriminatory practices with respect to residential property and related facilities heretofore provided with Federal financial assistance of the types referred to in Section 101(a)(ii), (iii), and (iv).

[Sec. 102 amended by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

## Part II -- Implementation by Departments and Agencies

Sec. 201. Each executive department and agency subject to this order is directed to submit to the President's Committee on Equal Opportunity in Housing established pursuant to Part IV of this order (hereinafter sometimes referred to as the Committee), within thirty days from the date of this order, a report outlining all current programs administered by it which are affected by this order.

Sec. 202. Each such department and agency shall be primarily responsible for obtaining compliance with the purposes of this order as the order applies to programs administered by it; and is directed to cooperate with the Committee, to furnish it, in accordance with law, such information and assistance as it may request in the performance of its functions, and to report to it at such intervals as the Committee may require.

Sec. 203. Each such department and agency shall, within thirty days from the date of this order, issue such rules and regulations, adopt such procedures and policies, and make such exemptions and exceptions as may be consistent with law and necessary or appropriate to effectuate the purposes of this order. Each such department and agency shall consult with the Committee in order to achieve such consistency and uniformity as may be feasible.

## Part III -- Enforcement

Sec. 301. The Committee, any subcommittee thereof, and any officer or employee designated by any executive department or agency subject to this order may hold such hearings, public or private, as the Committee, department, or agency may deem advisable for compliance, enforcement, or educational purposes.

Sec. 302. If any executive department or agency subject to this order concludes that any person or firm (including but not limited to any individual, partnership, association, trust, or corporation) or any State or local public agency has violated any rule, regulation, or procedure issued or adopted pursuant to this order, or any non-discrimination provision included in any agreement or contract pursuant to any such rule, regulation, or procedure, it shall endeavor to end and remedy such violation by informal means, including conference, conciliation, and persuasion unless similar efforts made by another Federal department or agency have been unsuccessful. In conformity with rules, regulations, procedures, or policies issued or adopted by it pursuant to Section 203 hereof, a department or agency may take such action as may be appropriate under its governing laws, including, but not limited to, the following:

It may --

(a) cancel or terminate in whole or in part any agreement or contract with such person, firm, or State

or local public agency providing for a loan, grant, contribution, or other Federal aid, or for the payment of a commission or fee;

(b) refrain from extending any further aid under any program administered by it and affected by this order until it is satisfied that the affected person, firm, or State or local public agency will comply with the rules, regulations, and procedures issued or adopted pursuant to this order, and any nondiscrimination provisions included in any agreement or contract;

(c) refuse to approve a lending institution or any other lender as a beneficiary under any program administered by it which is affected by this order or revoke such approval if previously given.

Sec. 303. In appropriate cases executive departments and agencies shall refer to the Attorney General violations of any rules, regulations, or procedures issued or adopted pursuant to this order, or violations of any nondiscrimination provisions included in any agreement or contract, for such civil or criminal action as he may deem appropriate. The Attorney General is authorized to furnish legal advice concerning this order to the Committee and to any department or agency requesting such advice.

Sec. 304. Any executive department or agency affected by this order may also invoke the sanctions provided in Section 302 where any person or firm, including a lender, has violated the rules, regulations, or procedures issued or adopted pursuant to this order, or the nondiscrimination provisions included in any agreement or contract, with respect to any program affected by this order administered by any other executive department or agency.

Part IV -- Establishment of the President's Committee on Equal Opportunity in Housing [Part IV revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part V -- Powers and Duties of the President's Committee on Equal Opportunity in Housing Sec. 501. [Revoked]

[Sec. 501 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Sec. 502. (a) The Committee shall take such steps as it deems necessary and appropriate to promote the coordination of the activities of departments and agencies under this order. In so doing, the Committee shall consider the overall objectives of Federal legislation relating to housing and the right of every individual to participate without discrimination because of race, color, creed, or national origin in the ultimate benefits of the Federal programs subject to this order.  
\1\ (FOOTNOTE)

(FOOTNOTE) \1\ Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 502 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(b) The Committee may confer with representatives of any department or agency, State or local public agency, civic, industry, or labor group, or any other group directly or indirectly affected by this order; examine the relevant rules, regulations, procedures, policies, and practices of any department or agency subject to this order and make such recommendations as may be necessary or desirable to achieve the purposes of this order.

(c) The Committee shall encourage educational programs by civic, educational, religious, industry, labor, and other nongovernmental groups to eliminate the basic causes of discrimination in housing and related facilities provided with Federal assistance.

Sec. 503. [Revoked]

[Sec. 503 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307].

Part VI -- Miscellaneous

Sec. 601. As used in this order, the term "departments and agencies" includes any wholly-owned or mixed-ownership Government corporation, and the term "State" includes the District of Columbia, the Commonwealth of Puerto Rico, and the territories of the United States.

Sec. 602. This order shall become effective Immediately.

The provisions of Executive Order 11063 of Nov. 20, 1962, appear at 27 FR 11527, 3 CFR, 1959 - 1963 Comp., p. 652, unless otherwise noted.

Content updated June 30, 2002



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U.S. Department of Housing and Urban Development  
451 7th Street S.W., Washington, DC 20410  
Telephone: (202) 708-1112 TTY: (202) 708-1455  
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All local governments must identify (a) community development and housing needs, including the needs of low and moderate income persons, and (b) activities that will be undertaken to meet these needs, at least every two years. Within the last two years the applicant has done one of the following:

\* Applicant must check one of the following three boxes.

- The applicant has conducted a Community Development and Housing Needs Assessment by discussing (at a city council meeting, public hearing or during a community planning process) and recording (a) major housing and community development needs of low and moderate income residents of the community (b) other major housing and community development needs of the whole community (or residents who are not of low and moderate income), and (c) planned or potential activities to address the needs in (a) and (b) above. A Community Development and Housing Needs Assessment will be submitted in the following manner:
- I will/have faxed this attachment
  - I will/have mailed this attachment.
  - I will/have uploaded this attachment.

OR

- The applicant has a current strategic or community plan in place titled Place-Based \_\_\_\_\_ which was approved by CDD on 6/7/2013 which meets this requirement.

**Consultation Requirements for Nonprofit Applicants or Consortium Applicants.** Nonprofit applicants or Consortium Applicants must consult with each local government of the community where the proposed project will be conducted.

\* Upload a copy of the letters of consultation sent to each local unit of government.

- Each local government of the community where the proposed project will be conducted has determined and documented that (a) the project is consistent with local plans and ordinances; (b) the community is aware of the potential impact of the project; (c) the planned activities are consistent with the local Consolidated Plan for Housing and Community Development (if applicable); and (d) the local government is disclosing the full extent of its current commitment to cooperate and coordinate with the Placemaking strategy project (e.g., coordination of repairs to streets, sidewalks and alleys, cooperation for signage placement, assurance of continued maintenance of improved areas, commitment of funds for redevelopment of demolition sites, complementary activities being implemented in the target area, etc.).
- The project will be conducted in a local HOME Participating Jurisdiction. The local government letter indicates that the PJ is aware that eligibility for HOME funds from the HRF requires that the local government contributes funding to the project equal to 100% of the HRF funds to be expended within the local HOME PJ. For this project, \_\_\_\_\_ % of the funding will be expended within a local HOME PJ. (The local PJ contribution should be shown and documented under the "Leverage" totals in Section I of this application. All these requirements may be included in the same letter.)

**Audit. Check all that apply.**

- \* The applicant agrees to adhere to the Community Development Division's Supplemental Audit Guide by sharing the Guide with the appropriate Internal finance staff as well as the applicant's auditor.
- The applicant is a **local government or nonprofit** expected to expend **more than \$500,000 annually in combined federal funds** during the fiscal years covered by the grant, and will have an audit conducted by an eligible CPA firm or local government audit organization in accordance with OMB Circular A-133 pursuant to the Single Audit Act Amendments of 1996.

OR

- The applicant is a **local government or nonprofit** expected to expend **less than \$500,000 annually in combined federal funds** and will, at a minimum, be subject to the completion of an audit by an eligible CPA firm resulting in the preparation of audited financial statements.
- \* Records will be available for review or audit by appropriate officials of HUD, MSHDA, and/or the General Accounting Office (GAO).
- \* The applicant recognizes that this provision does not limit the authority of federal agencies or MSHDA to conduct or arrange for an audit (e.g., financial audit, performance audit, evaluation, inspection, or review).
- \* The applicant understands that costs of an audit are allowable provided (a) if the applicant is subject to single audits requirements, the audit is performed in accordance with the Single Audit Act as implemented by OMB Circular A-133, and (b) the percentage of costs charged to the grant award for an audit shall not exceed the percentage derived by dividing grant funds expended by total funds expended. (This percentage may be exceeded only if appropriate documentation demonstrates higher actual costs.)

**SECTION III. COMPONENT COMPLIANCE GUIDELINES  
HOMEOWNER ASSISTANCE**

**Instructions:** Review the MSHDA and/or HUD requirements listed below which are relevant to HRF funding under the Homeowner Assistance Component, and respond by checking the appropriate boxes.

**Eligible Applicant:** The applicant is:

- \* Applicant must check one of the following boxes.
  - A non-CDBG-entitled unit of local government.
  - A nonprofit that has produced CDD-funded homebuyer or rental units located in a local and/or state designated Investment or incentive target area (NEZ, MainStreet, Blueprint, NPP, HUD Sustainable/Resilient areas, Redevelopment Readiness areas, etc.) that are supported by current or previous neighborhood-based community involved plans.
  - A nonprofit that can demonstrate capacity via partnerships and/or third party assistance to produce CDD-funded homebuyer or rental units

**Eligible Households:** Benefits must be targeted to households with incomes that do not exceed 80% of Area Median Income (AMI). Complete the statement below:

- \*  Benefits of the proposed program will be targeted to households with incomes that do not exceed \* 80 % AMI.

Select the county(s) and the Income limit table will be filled in automatically when you click the "Save" button on the page, for the selected county(s) and the AMI % typed in above:

Please contact the CDS if household size is greater than 8 persons.

County	1 person HH	2 person HH	3 person HH	4 person HH	5 person HH	6 person HH	7 person HH	8 person HH
* Otsego	\$32,200	\$36,800	\$41,400	\$46,000	\$49,700	\$53,400	\$57,050	\$60,750
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Prospective participating households will be treated fairly. The characteristics determining eligibility for program benefits are listed below. Check all that apply:

- Income level not greater than the amounts shown on the table above;
- Current residents of the target area, who meet the minimum requirements assuring the security of their interest in the property (current property taxes, homeowners insurance, home mortgage, etc.) as described in Program Guidelines to be published by the applicant.
- Other:

The benefits available to eligible households are fairly applied to all participants. Check all that apply:

- A sliding scale based on Income will determine repayment terms and/or individual project leverage expectations.

Eligible rehabilitation measures that are clearly described in local Program Guidelines will be consistently applied.

Other:

**Eligible Properties.** All properties assisted under this component must comply with the following. Check all boxes below:

\* All properties served will be single family, condominium, mobile and manufactured homes on fee simple lots.

\* If HOME funds are used the after-rehab value of assisted units will not exceed HOME Homeownership Value Limits. If CDBG/MSHDA funds are used the after-rehab value of assisted units will not exceed the HUD Single Family Value (FHA 203(b)) limit. Refer to the Value Limits posted on OPAL.

\* All HOME-assisted units must receive at least \$1,000 which is secured by a lien.

\* All units assisted will receive a maximum of \$40,000 in HRF assistance, inclusive of all hard, soft, lead remediation, or other associated costs.

**Rehabilitation Standard.** Except as noted under "Emergency Repairs", all HRF-assisted housing units will meet (check all that apply):

The current Michigan Residential Code published by Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes.

The current Michigan Rehabilitation Code of Existing Buildings published by Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes.

Housing Quality Standards (HQS) set forth in 24 CFR 982.401.

The current International Property Maintenance Code per 24 CFR 92.251.

Uniform Physical Conditions Standards (UPCS)

Applicant must include applicable minimum rehabilitation standards in locally published Program Guidelines.

\* Applicant will include in the Program Guidelines a written minimum Rehabilitation Standard consistent with the above standard (s).

**Eligible Rehabilitation Measures** are the actual costs of rehabilitating housing, according to local guidelines applied consistently to all applicants, including (check all that apply to local program, applicant may attach one page if space below is insufficient):

I will/have faxed this attachment

I will/have mailed this attachment.

I will/have uploaded this attachment.

## **OTSEGO COUNTY HOUSING COMMITTEE**

### **PROGRAM GUIDELINES & APPLICANT REQUIREMENTS**

**PURPOSE OF PROGRAM:** This program is intended to provide funds for the rehabilitation of owner-occupied, single-family residential dwellings. All repairs must conform to the HUD Section 8 existing property rehabilitation standards, HUD Housing Quality Standards, HUD Uniform Physical Condition Standards, local building, zoning ordinances, Michigan Residential Building Code; the Michigan Energy Code and amendments there to. The program will comply with local zoning ordinances. This program is not intended to provide new housing, only rehabilitation of existing housing.

#### **Single Family Housing Rehabilitation**

This will enable dwellings to be brought to local codes, ordinances and regulations as stated above. No more than \$35,000 in CDBG funds will be spent on one project; total rehabilitation not to exceed \$25,000 and lead-based paint reduction not to exceed \$10,000. State or federal regulations provided, additional funds from other sources can be used; however federal funds cannot exceed the maximum limit. The discretion of the Housing Director and Committee would decide whether it is feasible to rehabilitate or replace a dwelling that will require additional funds to meet code requirements. This activity shall only be available to Otsego County applicants with income at or below 80% of area median income.

#### **Emergency Repair Loans**

This activity will enable a single item to be repaired or replaced. The entire unit will not necessarily meet code, however the item repaired will. This activity is with the CDBG & HPG program income funds, if there should be funds available. Emergency assistance is defined as a situation affecting the immediate health, safety or welfare of the applying household. The Committee has set the emergency limit to \$5,000 per dwelling. A match of 3% emergency repair costs from home owner(s) required at closing.

1. Applicant must be an individual or family who has ownership and occupies a single family dwelling residential property, or is a purchaser of such property under a land contract or mortgage. The land contract or mortgage must be recorded. (See FmHA instructions 1944.661 for more information).
2. Applicant must meet income requirements combining gross income of the applicant and family and any other persons related by marriage or operation of law who share the same dwelling unit, including those persons living together who are not married; excluding the income of those persons under the age of 18 or full-time students, or mentally or physically disabled children whatever their age, (this does not exclude social security, disability, or child support payments received for minor children). (See income guidelines per program).

3. In order to qualify to the Community Block Grant program, applicant shall finance or leverage with other sources of funding; MSHDA Property Improvement, USDA Rural Development, Family Independent Agency or Northeast Michigan Community Service Agency, Inc. Weatherization Program. If leveraged with other sources, CDBG will offer deferred loan funding, if household income does not exceed 80% area median income (AMI). **CDBG Deferred Loan funds – 50% median income** – no monthly payments, 0% interest rate, due and payable upon sale, lease, unoccupied or rented. **CDBG Loan funds – 80% median income**– monthly payment, 0-3% interest rate, maximum of 25 year term. (See income guidelines per program AMI).
4. Applicant must have occupied the premises for six (6) months prior to making application. Applicant must reside in the premises for the period of the grant or loan or the outstanding balance will become due and payable.
5. Depending on the funding source, credit scores must be 600 or better. Collections must not exceed \$250, if more, other sources and board approval is required. Medical collections are waived; however payment plan arrangements are advisable.
6. One year must have lapsed since discharge of bankruptcy and three year lapse since foreclosures, this depends on funding sources. A review of credit information will be determined if the applicant has re-established a history of acceptable credit.
7. Applicant and all other joint owners of the property must agree to sign a mortgage and note for the total amount of the loan, including all related costs of the loan. The occupant(s) must be of ownership of the dwelling and must be their continual and primary residence.

#### **Land Contracts for Homeowner Rehabilitation Projects**

- An enforceable lien would require the signatures of **all parties with a legal interest** in the property. The CDBG/HOME applicant(s) and all Land Contract holder(s) in the chain of title **must sign the lien agreement**. *Only the borrower(s) would sign the mortgage note.*
  - An alternative to the Land Contract Seller(s) signing the lien agreement would be for them to sign a Land Contract Subordination Agreement. This document would be recorded and would give the Housing Committee a superior lien position to the Land Contract Seller(s). A sample agreement is provided if client should qualify.

#### **Life Estate:**

- The person granted the life estate must sign the lien, and the remainder (the person(s) who would receive the property upon the death of the occupant) must also sign the lien. Income for eligibility does not include the income of the remainder person(s).

#### **Subordination of Liens:**

- Subordination of a lien applies when no new debt is incurred, relative to homeowner rehabilitation projects, and only if all criteria are met referenced in the Otsego County Housing Committee Subordination Guidelines, adopted April 2004.

**Assumption of Liens:**

- Liens may be assumed by income-eligible heirs who will occupy the residence as their year round residence with approval by the Otsego County Housing Committee and MSHDA. Lien assumption will be reviewed on a case-by-case basis.

**Lien Forgiveness:**

- Part (or all) of the CDBG or HOME funds due at the time the property is sold **may be** forgiven with MSHDA and the Otsego County Housing Committee prior approval, if the proceeds from the sale are insufficient to pay all superior liens and the CDBG/HOME lien.

**All liens will be recorded at the Otsego Register of Deeds office.**

8. Applicant will be required to maintain loss payable insurance on the property for the duration of the terms of the loan and provide proof annually. The Housing Committee will be placed on insurance policy as Mortgagee if the project is approved.

It will be the option of the Housing Committee to require either loss payable insurance or replacement coverage on the applicant's home. The type of insurance will depend on the amount of assistance. Any type of coverage will still require that the County be placed on the insurance policy as Mortgagee. Emergency Repairs will be covered with at least loss payable insurance while any other assistance that brings the entire unit up to code will require replacement coverage.

9. Applicant will be required to keep the property tax and mortgage payments current for the duration of the terms of the loan.
10. Upon termination of ownership, whether by death, sale of property or title transfer, the balance of the mortgage must be paid in full. Assumption may be considered if heirs fall within income guidelines and the rehabilitated home is or will be their primary residence.  
**Note:** If the rehabilitated home is deeded to another family member upon applicant's death; that person's income shall be verified and if he/she qualifies, the Otsego County Housing Committee Board will determine payment. If income exceeds income limits, the heir(s) will be required to pay off the balance due of the loan in full.
11. Applicant's home must be at least five (5) years old and the land owned or being purchased in which it resides.
12. Rehabilitation to mobile homes of 1976 or newer are considered. Home must be taxed as real property, on a permanent foundation or blocked with wheels and tongue removed and proper skirting.
13. Applicants, if successful in obtaining a home rehabilitation or replacement loan, may **not** apply for another loan for a period of **five (5) years**. This does not include Emergency Repair or MSHDA's Property Improvement Program (PIP).

14. Applicants related to any County Employee, Housing Committee member or staff must disclose their relationship on the application. This application must have prior grantor approval. (Conflict of Interest Regulations for more information see MSHDA Policy Bulletin #8.)
15. Housing Committee members, elected officials and staff shall not be considered eligible applicants; however they may apply for the Property Improvement Program (PIP) through Michigan State Housing Development Authority.
16. All telephone inquires and applications are considered on a first come first serve basis and considered based from information verified by various sources. Emergency projects can be entitled to a first serve basis. An appeal or grievance must be placed in writing and submitted to the Housing Office for decision by the Housing Board.
17. Potential clients for home repair cannot have a reverse mortgage lien on their property to qualify.
18. Closure of mortgage documents to be within 15 days of bid opening meeting.
19. Homeowner labor is not permitted.
20. **CONTRACTOR REQUIREMENTS:**  
Contractor must complete a contractor application which requires verification of current builder license, insurance and credit and previous project references. If upon review a poor remark is reported, contractor is not eligible.
21. Contractor licensing: It is required that all contractors participating in the OCD housing program be licensed by the State of Michigan. Residential builders and maintenance and alterations contractors are licensed through the Department of Energy, Labor and Economic Growth, Licensing Services for Builders. Contractor must be properly licensed for the type of work he/she performs or bids to perform.
22. Contractor will provide all materials, equipment and labor necessary to perform the work stated in the specifications. All materials, workmanship and repairs must conform to the HUD Section 8 existing property rehabilitation standards, HUD Housing Quality Standards, HUD Uniform Physical Condition Standards, local building, zoning ordinances, Michigan Residential Building Code; the Michigan Energy Code and amendments there to. The program will comply with local zoning ordinances.
23. Contractor will be responsible for obtaining any required work permits and arranging for subsequent permit inspections through the County Building Inspector and providing the Committee with copies before work commences.
24. Contractor will conform to all applicable local codes and ordinances whether or not specifically stated in the specifications.

25. **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.
26. Contractor will furnish evidence of Worker's Compensation Insurance and any other coverage required by Michigan Statutes, or as required by the County.
27. Contractor will submit the names, and copy of license and insurance, workers compensation or exemption of all of all Sub-Contractors performing work on this job to the County Housing Committee for clearance.
28. **Lien Waivers:** For construction or repair projects, the contractor is required to provide full lien waivers, verifying all subcontractors and suppliers have been paid for their work to date, for payment requests. The contractor will provide final lien waivers upon request of payment. In the event that a contractor does not provide the required lien waivers, the contractor will not be eligible for future County projects without the consent of the Otsego County Housing Committee.
29. **Insurance Requirements:** All contractors, subcontractors and/or vendors are 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 Coverage's including all owned, non-owned, and hired vehicles.
  - D. Otsego County will be named as Additional Insured on all insurance coverage, with the exception of Workers Compensation and Employers' Liability insurance.
  - E. Limits of Liability for General Liability, Comprehensive Public Liability Insurance protecting the Homeowner in the event of bodily injury, including death in the event of property damage arising out of the work performed by the Contractor or a subcontractor 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.
    - 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.
30. Contractor must sign the contractual agreement with Homeowner, as prepared and approved by the Otsego County Housing Committee.
31. Contractor will be required to begin work within fifteen (15) calendar days from receipt of the "Proceed to Work order" or submit explanation within five days from the expiration date. The contract work shall be fully and satisfactorily completed within

forty-five (45) working days of the start date.

32. Contractor shall disqualify his bid by specifying material not otherwise specified in bid specifications, unless approved by the Housing Director or Housing Inspector. Contractor must bid each numbered item and show lump sum bid of all items.
33. Bids must be received at the office of the Otsego County Housing Committee no later than (time) on (date bids due).
34. Contractor has the written authorization of the homeowner and tenants to inspect premises by scheduled appointment before submitting bids.
35. Contractor will be required, upon request, to provide copies of all invoices and bills showing the price and quality of materials used on all projects.
36. Contractor agrees to abide by any and all Davis Bacon Act requirements that may apply.
37. Contractor is required to sign AD-1048, certifying that he/she is not debarred from participating in any federally funded programs.
38. **Warranty-Workmanship and Materials:** The Contractor will provide all materials, equipment and labor necessary to perform the work stated in the Work Specifications.
39. The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting there from which shall appear within the period of **24 (twenty-four) months** of final inspection. Further, Contractor will furnish Owner with all manufacturers' and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.
40. Contractor and homeowner (s) are not to solicit any other type of business during the performance of bid and rehabilitation to the project.
41. New EPA lead rule effective April 22, 2010, requires that rehabilitating homes built before 1978 must be trained in lead safe work practices and more specifically must have a certificate from an EPA approved trainer showing satisfactory completion of the EPA/HUD approved "Renovation Repair & Painting (RRP)" course. This applies to all remodeling work regardless of the funding source (federal, state, or private funding included). You can find out more about the RRP course at <http://www.epa.gov/lead/pubs/renovation.htm>.

The regulation states that workers performing the work must be trained in OSHA safe work practices; and must be supervised by a certified Lead Base Paint Abatement Supervisor and those workers must have successfully completed one of the following courses:

- A. A lead based paint abatement supervisor course (offer by Michigan Dept. of Health)

- B. A lead based paint abatement worker course (offered by Michigan Dept. of Health)
  - C. The Lead-Based Paint Maintenance Training Program (Work Smart, Work Wet and Work Clean to Work Lead Safe).
  - D. The Remodeler's and Renovator's Lead-Based Paint Training Program.
  - E. If the work classified is Interim Control, the standards for which have been defined at 24 CFR 35.1330 include:
  - F. Protection of occupants and their belongings during the performance of any LBP hazard control work;
  - G. Utilization of Safe Work Practices to contain the hazard and protect workers;
  - H. All persons performing Interim Control activities or entering an interim control worksite (defined as the immediate vicinity of a lead hazard control activity) must be trained in Safe Work Practices in one of the courses approved by HUD (as listed in 35.1330(a)(4), or must be supervised by an abatement supervisor certified by the Michigan Department of Community Health (MDCH);
  - I. Completion of hazard work in compliance with Interim Control work practices at 24 CFR 35.1330; and clearance of the interim control work sites before other rehabilitation work or re-occupancy of the work site is permitted.
42. Bidding contractors are required to schedule and review each housing project (interior/exterior) and attend scheduled preliminary meeting. Any changes from the preliminary meeting will be added to the specifications and submitted to bidding contractors.
43. In the event that the Contractor fails to meet the deadlines specified within a contract by at least fourteen days, there will be a reduction of \$50.00 per day from the compensation total beginning on day fifteen.
44. All bidding contractors and sub-contractors shall comply with the Section 3 Act requirements of Sections 24 CFR part 135. Otsego County plan, contracts and forms attached. The Section 3 Act requires the General Contractor and Subcontractor to utilize Section 3 Residents and Section 3 Business Concerns in relation to the development of Section 3 projects, to the greatest extent feasible.

## **BIDDING PROCEDURE**

The following bidding procedure will apply to all contracts over \$2,000:

**Contractor Register:** This register will be maintained by the Housing Committee Staff. All contractors must be licensed by the State of Michigan and must carry liability insurance and workmen's compensations in one of the following ways:

1. The register may be utilized as a rotation basis and three (3) contractors, as they appear on the list, will be sent a request for proposal.

And/or

2. A notice will be published in the local newspaper for all registered contractors, notifying them of the request for proposals.

And/or

3. Request for proposals will be sent to all contractors on the register.

**Bid Specifications:** Will be prepared by the Housing Committee Inspector and let for bid by the Housing Committee Director. Bid proposals must be returned to the Housing Committee Office within fourteen (14) days. The date, time and place for submission of proposals will be stated on the cover sheet. Contractors will be asked to submit proposals for the cost of labor and materials as well as proposed number of days to complete the work. All bids must be itemized according to bid specifications those that are not itemized will be rejected.

**Bid Award:** The Housing Committee will accept the lowest bid in all cases, except where the contractor is disqualified by the Housing Committee, HUD, or the State of Michigan. Documentation of such disqualification shall be retained in the file.

If the homeowner chooses to pay the difference between the low bid and a higher bid, he or she is entitled to do so. However, the homeowner must pay the amount of the difference to the Housing Committee before the commencement of the work. The Housing Committee will deposit the amount into its escrow account until the completion of the work and payment is made to the contractor.

If the homeowner accepts the choice of low bidder, the contractor will be notified of the bid award. Other bidding contractors will be notified by letter that the bid was awarded to another contractor on the basis of low bid. If the low bidder did not receive the award by choice of the homeowner, that low bidder will be notified that the bid was awarded to a higher bidder by choice of the homeowner.

An acceptable bid is one that is not in excess of 10% of the Housing Inspector's estimate. In the event no acceptable bids are received, all bids will be rejected and the bid process repeated.

Contractors will be encouraged to attend bid openers. The total amount of the bid may be announced but the itemization may not be announced. The Housing Committee will make an award of bid within 30 days from the date the bids were received.

Any questions you have please feel free to call or stop in at the Otsego County Housing Committee Office at 225 West Main Street, room 213, Gaylord in the County Building (989)731-7570, any time.

#### **PROCESS OF APPLICATION/PROGRAM AGREEMENT**

After the Housing Director verifies all income and all documents required to process your application, the Housing Inspector—Kevan Flory, will schedule an appointment to perform a repair inspection to your home. This inspection may take 1-2 hours. As the homeowner you are required to be present and walk through your dwelling with the Housing Inspector. Pictures will be taken of your home at this time.

If your home was built prior to January 1, 1978, a lead-based paint inspection is required. A Lead Inspector will contact you from Otwell Mawby, P.C. A detector and/or dust wipe samples of the building(s) surfaces and soils will be taken. This inspection normally takes 2-2½ hours to perform.

The specification will be discussed with you from the Housing Inspector. If approved by the Housing Committee, the bid specification will be released to contractors to bid. The homeowner will be given a list of the registered contractors (licensed & insured) to contact. The contractors on the list may be busy and not able to bid on your project, therefore, it is recommended that the homeowner contact at least three other contractors to assure bids for the project.

A Preliminary Conference Meeting is scheduled with the homeowner(s), bidding contractors, Housing Inspector and Housing Director to discuss items to the bid specifications that concern all parties. If changes are made at the Preliminary Meeting, the contractors are required to add to their bid and homeowner signs the changes at meeting. The contractors are given 14-21 days to provide a sealed bid to the Housing Office. At least three bids should be received.

At the next regular Housing Committee meeting, all bids are opened and reviewed. The lowest responsible bidder shall be awarded the bid to the project and should not be any more than ten percent over the Housing Inspector's cost estimate.

Homeowner(s) has the choice to approve the lowest bid or pay the cost difference between the lowest bid and a higher bid. If the homeowner chooses to pay the cost difference between bids, this amount shall be paid to the Housing Office before work commences. This amount will be deposited into an escrow account until completion of work by the contractor is done.

The mortgage and contract documents are signed by all parties, the homeowner at this time has three business days of which to cancel all documents signed. If the homeowner does not cancel, the contractor is notified of the bid award. The homeowner and contractor will sign the contract. Contractor will be given fifteen days to start, once started forty-five days to complete. The homeowner(s) are responsible of authorizing completion of project through contractor payment request documents. Complaints are to be written to the Housing Office and procedures are enforced in the contract. The contractor will provide a twenty-four month (2 year) guarantee of workmanship and manufacturer's/supplier's written guarantees and warranties covering materials.



AN EQUAL OPPORTUNITY HOUSING PROGRAM



*Updated: March 20, 2014*

- Costs to meet applicable rehabilitation standards;
- Energy-related repairs or improvements;
- Improvements necessary for persons with disabilities;
- Abatement of lead-based paint hazards;
- Other:

**Eligible Landscaping.** Applicants may use up to \$1,000 per unit which is *not subject to lien* only if the program complies with all the following provisions (check all the boxes below and provide the required information if applicant wishes to make this option available to assisted households):

- The applicant agency wishes to make up to \$1,000 per unit in landscaping improvements available to assisted households;
- The applicant has identified the following experienced landscape designer/architect (called the "Designer") who will support the program:

Name of Designer/Company/Title:

Documentation is attached from the person referenced above certifying the following:

- The designer will work with assisted property owners who agree to the conditions below to design the landscape project, assist the property owner in planting/installing the materials, and provide one year of follow-up hands-on assistance with the property owner as needed for plant and lawn care, including specific instructions for watering and pruning; and
- The designer understands that the total cost of plant material and any fees for design services, training, and follow-up cannot exceed \$1000 per unit charged to grant funds.
  - I will/have faxed this attachment
  - I will/have mailed this attachment.
  - I will/have uploaded this attachment.

- All plant materials charged to grant funds will be visible from the street.

**Emergency Repairs.** CDBG County Allocation applicants only may use up to 15% of Homeowner rehabilitation funds for emergency repairs. Eligible repairs include repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to the health and safety of a household. If emergency repairs are proposed, check the box and complete the statement:

- Costs to address housing emergencies for housing units which do not meet HQS upon completion will not exceed 15 % of rehab funds expended.

**The applicant's local Program Guidelines will stipulate that these funds are reserved for projects to arrest the effects from disasters or imminent threats to the health and safety of assisted households.**

**Refinancing and Closing Cost Assistance.** Applicants may allow closing and other costs related to the refinance of a first mortgage as an eligible CDBG project cost, but only when this refinancing is needed in

conjunction with a homeowner rehabilitation project. The closing and related costs can be up to \$3,500. These costs are included in the maximum \$40,000 allowable in a homeowner rehabilitation project (see Policy Bulletin #9). Homeowners are required to receive counseling from a MSHDA approved LINKS Counselor prior to receiving assistance.

- The applicant will adhere to the details and standards for the new first mortgage as set forth in Policy Bulletin #10, Attachment F.

**Relocation Costs.** MSHDA does not permit permanent displacement. Check the box below:

- \* The applicant understands that *temporary* relocation may result from program activities and costs thereof, as set forth in the Uniform Relocation Act and Section 104(d) of Housing and Community Development Act of 1974, may be paid from grant funds as part of the rehabilitation cost. (See Policy Bulletin #24.)

**Required Leverage.** MSHDA expects that additional funds will be leveraged in the amount of at least 25% of homeowner assistance funds. Future funding may be denied for applicants that do not meet this leverage requirement. The applicant plans to meet this leverage requirement from the following sources:  
\*Applicant must check at least one of the following:

- MSHDA PIP loans on projects NOT assisted with this grant.
- MSHDA PIP loans on projects assisted with this grant.
- Cash contributions by property owners assisted with this grant (including home improvement loans other than PIP).
- Weatherization funds used on projects assisted with this grant.
- USDA Rural Development funds used on projects assisted with this grant.
- Federal Home Loan Bank of Indianapolis
- Local PJ funds for homeowner assistance in the eligible target area.
- Local public funds (other than CDBG housing grant program income) used on projects assisted with this grant.
- Other:
- Other:

**Required Leverage for County Allocation Programs.** Counties requesting funds for their County Allocation homeowner rehab programs have a choice of loan terms. County Allocation applicants are required to check one of the following:

- The county has chosen to offer a deferred loan homeowner rehab program. No leverage is required.
- The county has formally adopted a Resolution to offer a forgivable loan homeowner rehab program. MSHDA expects that additional funds will be leveraged in the amount of at least 25% of homeowner assistance funds. All of the "Required Leverage" terms above apply. (Return to "Required Leverage" section to indicate sources of leverage.)

See attached Resolution, which will be incorporated by reference in local Program Guidelines.

**Loan Terms.** MSHDA requires that repayment of assistance be based on the ability to repay. All homeowners with incomes greater than 60% Area Median Income (AMI) must finance a portion of the cost with funds outside this grant OR amortize a portion of the loan; this non-grant or amortized portion must increase with higher incomes.

\* Applicant is required to check one of the following two boxes:

For projects with grant assistance exceeding \$2,500, the applicant proposes to offer assistance according to the table below, which will be part of local Program Guidelines. Check appropriate box for desired heading and complete table below.

<input type="checkbox"/>	% of AMI	% of CDD Funds for Project	% of Leverage Funds
<input type="checkbox"/>	% of AMI	% of CDD Funds as Deferred Loan	% as Local Repayable Loan
<input type="checkbox"/>	% of AMI	% of CDD Funds as Deferred Loan	% as Deferred Repayable (with Interest) Loan

\*  Above table is not applicable for applicant's program. Alternate table will be submitted for CDD prior approval.

- I will/have faxed this attachment
  - I will/have mailed this attachment.
  - I will/have uploaded this attachment.
- Browse

**Additional Loan Terms.** All of the following are required. Check each box below:

- \*  Costs associated with compliance with federal Lead Based Paint regulations in excess of \$5,000 will be included within the lien.
- \*  The local program will place a lien on all projects where the amount of grant assistance exceeds \$2,500. This lien will enforce a loan that is either (a) repayable in full upon sale or transfer or if no longer occupied by the borrower, (b) amortized under the terms described above, or (c) forgivable through a 5-year lien when \$5,000 or less in CDBG funds is used for rehabilitation and 100% leverage is brought to the project.
- \*  If the property is sold, the amount of assistance will be recaptured as Program Income under the terms above. The applicant understands if sales proceeds from a transaction at fair market value are insufficient to repay the loan, the applicant may discharge its lien in return for the full proceeds of sale.

**OTSEGO COUNTY HOUSING COMMITTEE  
2014 CDBG INCOME GUIDELINES**

<b>Household Size</b>	<b>0% Deferred Loan 50% AMI</b>	<b>Payable Loan 0%</b>	<b>Payable Loan 1%</b>	<b>Payable Loan 2%</b>	<b>Payable Loan 3% 80% AMI</b>
1	20,150	23,163	26,176	29,188	32,200
2	23,000	26,450	29,900	33,350	36,800
3	25,900	29,775	33,650	37,525	41,400
4	28,750	33,063	37,376	41,688	46,000
5	31,050	35,713	40,376	45,038	49,700
6	33,350	38,363	43,376	48,388	53,400
7	35,650	41,000	46,350	51,700	57,050
8	37,950	43,650	49,350	55,050	60,750

**Maximum Mortgage term not to exceed 25 years**

- \*  The applicant understands that applicant may be the mortgagee on the second mortgage only if applicant is a county government receiving funds under a County Allocation; If applicant is receiving funds under a Housing Resource Fund grant, the applicant understands that MSHDA will be the mortgagee and all funds recaptured will be retained by MSHDA.

The applicant understands that only if applicant is the mortgagee (i.e., only if funded through a County Allocation) applicant may allow the lien to be assigned to a subsequent owner of the property, only if the next owner is an income-eligible heir who will use the property as his/her principal residence; if the applicant plans to exercise this option, applicant will describe it in the local Program Guidelines.

- \*  The mortgage and mortgage note securing this lien will be on forms provided or approved by MSHDA.
- \*  The mortgage will be properly recorded.
- \*  The applicant will require all homeowners to execute the "Homeowner Certification and Program Agreement" which is Policy Bulletin #16, Attachment E.

## SECTION IV. IMPLEMENTATION AND CAPACITY

### Implementation and Capacity

**Project/Program Time Frames.** Check both boxes below:

- \*  Progress on the proposed program will meet the following requirements for the commitment of funds:
  - 15% of the grant funds will have been expended by the end of the 3<sup>rd</sup> quarter of the grant term;
  - 30% of the grant funds will have been expended by the end of the 4<sup>th</sup> quarter of the grant term;
  - 75% of the grant funds will have been expended by the end of the 6<sup>th</sup> quarter of the grant term;
  - 100% of the grant funds will have been expended by the end of the 8<sup>th</sup> quarter of the grant term.
- \*  The applicant acknowledges that funding may be reduced if expenditures fall behind the above targets.

**Work Plan Time Frames.** Complete the work plan below. Indicate activities under the grant and production targets which, when accomplished, will complete the project or program.

*Activities / Production Targets.* In the first column, list the activities and production targets relevant to achieving the "Desired Results" proposed in this application. Include the following activities below if relevant to the proposal. Add production targets to this list as appropriate (example: projected dates for completion of units throughout the grant period, dates for accomplishment of key local program objectives, etc.)

Environmental Review  
Outreach and Public Information  
Processing Applications for Assistance  
Selecting Property to be Acquired  
Performing Property Inspections  
Supervising Construction Activities  
Awarding Project Bids  
Supervising Construction Activities  
Financial Management  
Processing Mortgage/Lien Documents  
Homeownership Counseling  
Proposed Development Team  
Other activities necessary to achieve the desired results identified by the applicant

*Responsible Individual.* Indicate the person primarily responsible for accomplishing the activity or production target.

"X or R" column. Simply indicate "X" if the Responsible Individual has worked on previous similar CDD projects. *MSHDA will consider the track record of these individuals, based on previous MSHDA grants, in evaluating this proposal.* Indicate "R" if the individual has no prior experience with CDD-funded grants in this capacity.

*Beginning and ending dates.* Indicate when the activity begins and ends, or the dates by which listed production targets will be met.

\* Applicant must complete the table below.

Activities / Production Targets	Responsible Individual	X or R	Begin	End
Environmental Review	Marlene Hopp	<input checked="" type="checkbox"/> X <input type="checkbox"/> R	7/1/2014	6/30/2016
Marketing outreach/public information	Marlene Hopp	<input checked="" type="checkbox"/> X <input type="checkbox"/> R	7/1/2014	6/30/2016
Process Applications	Cynthla Polena	<input checked="" type="checkbox"/> X <input type="checkbox"/> R	7/1/2014	6/30/2016
Perform Inspections, Specs/Cost Estimate	Kevan Flory	<input checked="" type="checkbox"/> X <input type="checkbox"/> R	7/1/2014	6/30/2016
Preliminary Meetings	Kevan Flory	<input type="checkbox"/> X <input checked="" type="checkbox"/> R	7/1/2014	6/30/2016
Award project Bids to Contractors	Housing Committee	<input checked="" type="checkbox"/> X <input type="checkbox"/> R	7/1/2014	6/30/2016
Process mortgage documents	Marlene Hopp	<input checked="" type="checkbox"/> X <input type="checkbox"/> R	7/1/2014	6/30/2016
Financial Management	Marlene Hopp	<input checked="" type="checkbox"/> X <input type="checkbox"/> R	7/1/2014	6/30/2016
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		
		<input type="checkbox"/> X <input type="checkbox"/> R		

Where "R" has been indicated, please submit a resume or statement of qualifications for these persons. Indicate below how these documents will be submitted.

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.

As of 3/20/2014 Kevan Flory is our new contractual housing inspector. New to the housing program he will be receiving his UPCS training prior to a new grant. Considered self employed Mr. Flory is contracted with the Otsego County Land Use Department as a building official and enforcement inspector since 2012. Prior employment was with Cheboygan County Land Use from 2004-2010 as a building official and building inspector. Therefore, Kevan Flory has eight years of experience in the inspecting and building enforcement position to carry out his duties with the housing programs as a qualified inspector.

**Reporting Results.**

- \*  The applicant understands that the Final Outcome Report must be submitted prior to the submission of the final Financial Status Report. The form will be provided via OPAL and includes:
  - a. A listing of the Desired Results identified in the original Planning Grid,
  - b. The actual indicators used to measure the results,
  - c. How the indicators were measured,
  - d. The "findings" of the measurement, and
  - e. Lessons learned.

**Technical Assistance.**

- The applicant is currently receiving technical assistance provided or paid for by a third party as follows:

**Technical Assistance Currently Received**

Type of TA	Provider	Funding Source

**Organization's Track Record.** CDD will evaluate the proposal based on past experience working with applicant on similar projects. Please check the **one** box below which best describes the way CDD should assess its previous experience working with applicant, and attach one page, if applicable to the option selected. Choose one.

\* Applicant must check one of the following four boxes.

- Applicant has **past experience with CDD grants with similar projects which applicant believes fairly reflects the ability to complete this project.** The successful experience on these projects indicates a high likelihood to successfully complete the project proposed, achieving the "Desired Results" stated in Part II of this application and to producing the units proposed in Part I (Budget). (No attachment is necessary.)
- Applicant has **successful past experience with CDD grants, implementing projects that are somewhat different in type or scope than the proposed project.**

\* Applicant must choose the method of submission from the list below.

- I will/have faxed this attachment
- I will/have mailed this attachment.
- I will/have uploaded this attachment.  
Browse

- Applicant has past experience with CDD grants which applicant believes does not fairly reflect the ability to complete this grant, because of unusual difficulties unique to the previous project, difficulties encountered with a first-time project, lack of cooperation from other partners, etc. **One page is attached** which establishes why this project will be successful based on lessons learned, changes in local approach, this project is more well-suited to achieving the desired outcomes in the local market, etc.

\* Applicant must choose the method of submission from the list below.

- I will/have faxed this attachment  
 I will/have mailed this attachment.  
 I will/have uploaded this attachment.

Browse

- Applicant has no past experience with CDD grants. **One page is attached** which establishes capacity to do this project, based on any of the following: successful projects undertaken from other funding sources (describe the project and provide references), qualifications of persons implementing the project or program, etc.

\* Applicant must choose the method of submission from the list below.

- I will/have faxed this attachment  
 I will/have mailed this attachment.  
 I will/have uploaded this attachment.

In order to submit application # ~~HRF-2014-0812-6162~~ , you must first agree to the following conditions:

I, John M. Burt, Otsego County Administrator

- The local program funded pursuant to this application will be implemented in accordance with the representations made herein, and that local program descriptions, guidelines, and other material presenting the program to the public in the service area will conform to the elements indicated above.
- The information submitted in this application is true and correct to the best of my knowledge.
- Penalties may be imposed for intentionally submitting false or misleading information in obtaining Authority financing are set forth in the Michigan State Housing Development Authority Act 346, P.A. 1966 as amended, Chapter 2, Section 47 [M.S.A. 16.114(47)].

Log # or Address: HRF-2014-0812-6162

**General Information**

What type of proforma is this? Not applicable for application profo

What type of homeowner project is this? Rehab

Description Targeted Areas - Rehab

Upon completion, how many units will meet Energy Star standards?  
(HOME/CDBG funded only)

Upon completion, how many units will be 504 accessible? (HOME/CDBG funded only)

Upon completion, how many units will meet IECC standards? (HOME/CDBG funded only)

Upon completion, how many units will be moved from sub-standard to standard?  
(HOME/CDBG funded only)

0
0
0
0

**A. Project Costs**

1 Lead Testing and Clearance (\$)	\$800
2 Hard Rehab Cost (\$)	\$25,000
3 Lead Hazard Remediation Cost	\$700
4 Landscaping Costs (not to exceed \$1,000)	
5 Sub-total of Hard/Soft Project Costs	\$26,500
6 Max Allowable Activity/Project Delivery Fee (10% of hard costs)	\$2,650
6a Requested Activity/Project Delivery Fee	\$0
7 First Mortgage Loan Refinancing/Credit Repair Costs up to \$3,500	\$0
8 Max Allowable Incentive paid to FHLBI Lender	\$0
8b Requested FHLBI Incentive Fee	\$0
9 Total of Itemized Project Costs	\$26,500

Agency:

Homeowner Proforma

Log # or Address:

<b>B. Funding Sources</b>	
1 Homeowner Cash Investment	\$0
2 PIP Loan Amount	\$0
3 USDA Rural Development	\$0
4 Michigan Dept of Human Services	\$0
5 Weatherization Funds	\$0
6 Other Loans	\$0
7 Other Grants	\$0
8 PJ Match--Federal	\$0
9 PJ Match--NonFederal	\$0
10 Other Program Income--NonMSHDA	\$0
11 Federal Home Loan Bank of Indianapolis	\$0
12 Subtotal Leveraged Funds	\$0
13 Dollars needed for project costs	\$26,500
14 CDBG Program Income Invested	\$0
15 Total Set-up (MSHDA Grant Funds)	\$26,500
15a Subtotal of Federal Funds	\$26,500
16 Minimum Mortgage	\$25,000

<b>C Household Information</b>	
1 Household Size	2
2 Annual Household Income	\$30,000
3 80% Income Limit for Household Size	\$36,800
4. State Equalized Value of property (pre-rehab)	\$35,000

Log # or Address: HRF-2014-0812-6162

**D. Compliance Check**

1 Household Income within limit (80% AMI)	GO	65%
1a Lesser of Rehab Cost Excluding LBP or Federal Money	\$25,000	
2 Lead Paint Threshold (assuming not otherwise exempt)	INT. CONTROL	
2a Post-rehab value limit	\$271,050	
3 Post-rehab value less than limit	GO	\$92,000
3a FHLBI Incentive Fee within limits	GO	
4 Project within funding cost limits?	GO	\$0
5 Project funded with PI or Grant dollars	GO	TRUE
6 Activity/Project Delivery Fee within limits	NO GO	\$0

**E. Project Evaluation**

1 LBP remediation costs as % of total rehab costs	3%
2 Percentage of project paid by leveraged funds	0%

**F. Grant Request**

1 Est. set-up amount per unit	\$26,500
2 Number of planned assisted units	7
3 Total grant funds requested	\$185,500

Log # or Address: HRF-2014-0812-6162

**General Information**

What type of proforma is this? Not applicable for application profo

What type of homeowner project is this? Emergency Repair

Description Targeted Areas - Emergency Repair

Upon completion, how many units will meet Energy Star standards?  
(HOME/CDBG funded only)

0
---

Upon completion, how many units will be 504 accessible? (HOME/CDBG funded only)

0
---

Upon completion, how many units will meet IECC standards? (HOME/CDBG funded only)

0
---

Upon completion, how many units will be moved from sub-standard to standard?  
(HOME/CDBG funded only)

0
---

**A Project Costs**

1 Lead Testing and Clearance (\$)

\$0
-----

2 Hard Rehab Cost (\$)

\$5,000
---------

3 Lead Hazard Remediation Cost

\$0
-----

4 Landscaping Costs (not to exceed \$1,000)

\$0
-----

5 Sub-total of Hard/Soft Project Costs

\$5,000
---------

6 Max Allowable Activity/Project Delivery Fee (10% of hard costs)

\$500
-------

6a Requested Activity/Project Delivery Fee

\$0
-----

7 First Mortgage Loan Refinancing/Credit Repair Costs up to \$3,500

\$0
-----

8 Max Allowable Incentive paid to FHLBI Lender

\$0
-----

8b Requested FHLBI Incentive Fee

\$0
-----

9 Total of Itemized Project Costs

\$5,000
---------

Agency:

Homeowner Proforma

Log # or Address:

**B Funding Sources**

1 Homeowner Cash Investment	\$0
2 PIP Loan Amount	\$0
3 USDA Rural Development	\$0
4 Michigan Dept of Human Services	\$0
5 Weatherization Funds	\$0
6 Other Loans	\$0
7 Other Grants	\$0
8 PJ Match--Federal	\$0
9 PJ Match--NonFederal	\$0
10 Other Program Income--NonMSHDA	\$0
11 Federal Home Loan Bank of Indianapolis	\$0
12 Subtotal Leveraged Funds	\$0
13 Dollars needed for project costs	\$5,000
14 CDBG Program Income Invested	\$0
15 Total Set-up (MSHDA Grant Funds)	\$5,000
15a Subtotal of Federal Funds	\$5,000
16 Minimum Mortgage	\$5,000

**C Household Information**

1 Household Size	2
2 Annual Household Income	\$30,000
3 80% Income Limit for Household Size	\$36,800
4. State Equalized Value of property (pre-rehab)	\$35,000

Log # or Address: HRF-2014-0812-6162

**D Compliance Check**

- 1 Household income within limit (80% AMI)
- 1a Lesser of Rehab Cost Excluding LBP or Federal Money
- 2 Lead Paint Threshold (assuming not otherwise exempt)
- 2a Post-rehab value limit
- 3 Post-rehab value less than limit
- 3a FHLBI Incentive Fee within limits
- 4 Project within funding cost limits?
- 5 Project funded with PI or Grant dollars
- 6 Activity/Project Delivery Fee within limits

GO	65%
\$5,000	
CLEARANCE	
\$271,050	
GO	\$80,000
GO	
GO	\$0
GO	TRUE
NO GO	\$0

**E Project Evaluation**

- 1 LBP remediation costs as % of total rehab costs
- 2 Percentage of project paid by leveraged funds

0%
0%

**F Grant Request**

- 1 Est. set-up amount per unit
- 2 Number of planned assisted units
- 3 Total grant funds requested

\$5,000
8
\$40,000

**TO: THE HONORABLE MEMBERS OF THE BOARD OF  
COMMISSIONERS, COUNTY OF OTSEGO, MICHIGAN**

I, WILLIAM KERR, CERTIFY THAT I HAVE EXAMINED THE  
REPORTS AS PREPARED BY YOUR EQUALIZATION  
DEPARTMENT FROM THE ASSESSMENT ROLLS OF THE  
VARIOUS TOWNSHIPS AND CITY WITHIN OTSEGO COUNTY AND  
FIND THE ROLLS RELATIVELY EQUAL AS ASSESSED.

IT IS MY RECOMMENDATION TO THE BOARD OF  
COMMISSIONERS OF THE COUNTY OF OTSEGO THAT THEY  
EQUALIZE THE VALUATIONS OF TAXABLE PROPERTY, BY CLASS  
IN OTSEGO COUNTY FOR THE YEAR 2014, IN COMPLIANCE  
WITH SECTIONS 209.5 AND 211.34 MCL OF 1948 AS AMENDED,  
AND IN ACCORDANCE WITH THE ATTACHED SCHEDULES.

---

LEE OLSEN, CHAIRMAN  
OTSEGO COUNTY BOARD OF COMMISSIONERS

*Prepared by: OTSEGO COUNTY EQUALIZATION DEPARTMENT*



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WILLIAM KERR, DIRECTOR

**APPROVED APRIL 8, 2014**

Mr. Chairman,

This report is a gathering of information starting in April of 2013 and ending in October of 2013.

It is the Equalization Departments responsibility to review each class of property in each unit of government every year.

We do this with either an appraisal study or a sales study. We compare the TRUE CASH value of the studied properties against the assessors assessed value. This develops a ratio which is spread against the assessors values in each of the studied classes to bring the overall ratio within the guidelines of the STC. (49.00 – 50.00)

THESE VALUES ARE REFLECTED IN THE REPORT BEFORE YOU.

The SEV is down 3.10 % for 2014 as compared to a 0.50 % decrease for 2013. The 2012 SEV decreased 2.94 %. (See pg 6)

#### WHY

The State Tax Commission reversed itself and is now mandating a two year sales study in all classes of property. This produced a higher ratio thus a negative factor driving the state equalized value down. (See page 3)

The combined true cash value of commercial and Industrial personal property received an exemption on the first 80 thousand dollars.

The State Tax Commission exempted all pollution controls for oil and gas properties certified by the State Tax Commission.

#### WHAT NOW

With the real estate market still in the recovery stage, I still expect a year of positive state equalized value.

# MEMO

APRIL 8, 2014

TO: OTSEGO COUNTY BOARD OF COMMISSIONERS

FROM: WILLIAM KERR, DIRECTOR  
EQUALIZATION DEPARTMENT

SUBJECT: THE EQUALIZATION REPORT

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2010 County Equalized Value	1,422,464,032
2011 County Equalized Value	1,362,211,600
2012 County Equalized Value	1,322,134,033
2013 County Equalized Value	1,315,512,485
2014 County Equalized Value	1,274,723,750

This represents a \$23,603,131 (3.10%) decrease in County Equalized Value.  
The decrease in County Equalized Value in 2013 was .50 %. (See page 6)

---

You must read this report with the following in mind:

The County Equalization Report shows how each municipality is equalized. These figures are an assemblage of information starting in April and ending in October with the final value. This information is comprised of sales and appraisals studies. The true cash value is compared against the Assessors value for each municipality. This data is listed, checked, valued and recorded by my appraisal staff.

It is reviewed, analyzed, corrected, if necessary, and submitted to you.

Upon your approval, this report is submitted to the State Tax Commission. Upon their approval the County Equalized Value becomes the State Equalized Value for the County. This value can be adjusted, on an individual property, by the July or December Local Boards of Review, the State Tax Commission or the State Tax Tribunal.

The report you are reading is the County Equalized Value. **THIS VALUE IS NOT USED IN THE PREPARATION OF THE TAX BILL.**

1. The value used in the preparation of the Tax Bill is the Taxable Value of your property. The Taxable Value divided by 1000 and multiplied by the Millage rate equals your Tax.
2. The Taxable Value is determined in May of each year. This value is the lesser of the State Equalized Value or the Capped Value. The Capped Value is determined by State Law as the **lesser** of the Consumer Price Index (1.016%) or 5% for 2014.

# OTSEGO COUNTY

## UNIT TOTALS

03/27/2014

UNIT	REAL	PERSONAL	TOTAL
------	------	----------	-------

2014 ASSESSED - BOARD OF REVIEW			
UNIT	REAL	PERSONAL	TOTAL
BAGLEY	212,977,500	18,554,650	231,532,150
CHARLTON	101,797,900	29,688,500	131,486,400
CHESTER	72,117,900	30,767,350	102,885,250
CORWITH	70,674,200	10,714,750	81,388,950
DOVER	35,507,700	6,629,100	42,136,800
ELMIRA	68,662,100	7,830,500	76,492,600
HAYES	113,248,100	17,864,350	131,112,450
LIVINGSTON	112,998,200	22,627,250	135,625,450
OTSEGO LAKE	160,477,800	7,946,500	168,424,300
CITY OF GAYLORD	147,283,100	26,356,300	173,639,400
COUNTY TOTAL	1,095,744,500	178,979,250	1,274,723,750

2014 COUNTY EQUALIZED VALUE			
UNIT	REAL	PERSONAL	TOTAL
BAGLEY	212,977,500	18,554,650	231,532,150
CHARLTON	101,797,900	29,688,500	131,486,400
CHESTER	72,117,900	30,767,350	102,885,250
CORWITH	70,674,200	10,714,750	81,388,950
DOVER	35,507,700	6,629,100	42,136,800
ELMIRA	68,662,100	7,830,500	76,492,600
HAYES	113,248,100	17,864,350	131,112,450
LIVINGSTON	112,998,200	22,627,250	135,625,450
OTSEGO LAKE	160,477,800	7,946,500	168,424,300
CITY OF GAYLORD	147,283,100	26,356,300	173,639,400
COUNTY TOTAL	1,095,744,500	178,979,250	1,274,723,750

## OTSEGO COUNTY

### DETERMINATION OF VARIANCE BETWEEN RECOMMENDED COUNTY EQUALIZED VALUES AND LAST YEAR'S STATE EQUALIZED VALUES

03/27/2014

	2013	2014	VARIANCE	PERCENT OF COUNTY TOTAL 2013	PERCENT OF COUNTY TOTAL 2014
REAL PROPERTY	1,129,186,285	1,095,744,500	-2.96%	85.84%	85.96%
PERSONAL PROPERTY	186,326,200	178,979,250	-3.94%	14.16%	14.04%
COUNTY TOTAL	1,315,512,485	1,274,723,750	-3.10%	100.00%	100.00%
AGRICULTURAL	51,686,300	46,468,100	-10.10%	3.93%	3.65%
COMMERCIAL	175,254,900	162,709,300	-7.16%	13.32%	12.76%
INDUSTRIAL	22,959,900	18,901,500	-17.68%	1.75%	1.48%
RESIDENTIAL	879,285,185	867,665,600	-1.32%	66.84%	68.07%
TIMBER CUTOVER	0	0	0.00%	0.00%	0.00%
DEVELOPMENTAL	0	0	0.00%	0.00%	0.00%
PERSONAL	186,326,200	178,979,250	-3.94%	14.16%	14.04%

## OTSEGO COUNTY

### EQUALIZED VALUE CHANGE 2013 TO 2014

03/27/2014

UNIT	2013 S.E.V.	INCREASE(DECREASE)	2014 C.E.V.
BAGLEY	244,389,850	-12,857,700	231,532,150
CHARLTON	139,130,900	-7,644,500	131,486,400
CHESTER	106,669,500	-3,784,250	102,885,250
CORWITH	81,558,000	-169,050	81,388,950
DOVER	49,849,400	-7,712,600	42,136,800
ELMIRA	80,494,285	-4,001,685	76,492,600
HAYES	139,018,750	-7,906,300	131,112,450
LIVINGSTON	134,495,450	1,130,000	135,625,450
OTSEGO LAKE	166,852,800	1,571,500	168,424,300
CITY OF GAYLORD	173,053,550	585,850	173,639,400
COUNTY TOTAL	1,315,512,485	-40,788,735	1,274,723,750

## OTSEGO COUNTY

### SEVEN YEAR EQUALIZATION COMPARISON

03/27/2014

UNIT	2008	2009	2010	2011	2012	2013	2014
BAGLEY	311,160,200	286,408,150	262,586,850	250,104,900	239,844,100	244,389,850	231,532,150
CHARLTON	175,328,800	164,181,450	146,473,829	144,684,400	140,401,889	139,130,900	131,486,400
CHESTER	133,942,700	123,615,950	113,654,950	111,077,950	108,382,050	106,669,500	102,885,250
CORWITH	99,126,800	91,289,600	87,597,600	82,751,350	81,289,394	81,558,000	81,388,950
DOVER	69,475,000	62,320,800	55,833,900	53,998,100	52,518,500	49,849,400	42,136,800
ELMIRA	98,159,650	91,935,450	86,572,053	82,985,500	80,268,450	80,494,285	76,492,600
HAYES	157,112,500	151,063,500	141,828,800	137,195,050	135,699,150	139,018,750	131,112,450
LIVINGSTON	167,034,850	155,766,100	140,612,350	136,169,500	133,050,650	134,495,450	135,625,450
OTSEGO LAKE	207,040,300	202,887,400	184,822,800	174,887,650	171,354,900	166,852,800	168,424,300
CITY OF GAYLORD	232,127,250	222,957,423	202,480,900	188,357,200	179,324,950	173,053,550	173,639,400
<b>COUNTY TOTAL</b>	<b>\$1,650,508,050</b>	<b>\$1,552,425,823</b>	<b>\$1,422,464,032</b>	<b>\$1,362,211,600</b>	<b>\$1,322,134,033</b>	<b>\$1,315,512,485</b>	<b>\$1,274,723,750</b>

# OTSEGO COUNTY

## EQUALIZED VALUE CHANGE BY YEAR

03/27/2014

YEAR	STATE EQUALIZED VALUE	PERCENT OF CHANGE
1975	133,826,575	0.00%
1976	146,765,753	9.67%
1977	164,001,372	11.74%
1978	207,947,587	26.80%
1979	227,939,047	9.61%
1980	253,973,699	11.42%
1981	284,896,102	12.18%
1982	307,215,311	7.83%
1983	334,509,410	8.88%
1984	347,660,350	3.93%
1985	357,992,291	2.97%
1986	366,464,855	2.37%
1987	373,224,669	1.84%
1988	382,377,000	2.45%
1989	402,486,952	5.26%
1990	433,702,451	7.76%
1991	477,198,053	10.03%
1992	509,887,587	6.85%
1993	574,469,340	12.67%
1994	606,726,105	5.62%
1995	654,404,671	7.86%
1996	724,299,869	10.68%
1997	780,693,610	7.79%
1998	860,368,916	10.21%
1999	933,851,735	8.54%
2000	1,027,910,635	10.07%
2001	1,123,214,214	9.27%
2002	1,237,637,350	10.19%
2003	1,349,292,168	9.02%
2004	1,461,185,482	8.29%
2005	1,543,635,476	5.64%
2006	1,591,354,397	3.09%
2007	1,644,410,800	3.33%
2008	1,650,508,050	0.37%
2009	1,552,425,823	-5.94%
2010	1,422,464,032	-8.37%
2011	1,362,211,600	-4.24%
2012	1,322,134,033	-2.94%
2013	1,315,512,485	-0.50%
2014	1,274,723,750	-3.10%

## OTSEGO COUNTY

### RECOMMENDED EQUALIZED VALUE BY CLASS AGRICULTURAL

03/27/2014

UNIT	2014 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	1,511,400	49.47%	1.0000	1,511,400	3,055,400
CHARLTON	12,155,300	49.45%	1.0000	12,155,300	24,583,056
CHESTER	5,875,600	49.85%	1.0000	5,875,600	11,787,254
CORWITH	1,628,300	49.74%	1.0000	1,628,300	3,273,641
DOVER	6,008,400	49.54%	1.0000	6,008,400	12,129,573
ELMIRA	5,212,500	49.83%	1.0000	5,212,500	10,460,380
HAYES	4,077,900	49.93%	1.0000	4,077,900	8,167,978
LIVINGSTON	9,925,700	49.78%	1.0000	9,925,700	19,938,466
OTSEGO LAKE	73,000	49.30%	1.0000	73,000	148,073
CITY OF GAYLORD	0	0	1.0000	0	0
<b>COUNTY TOTAL</b>	<b>46,468,100</b>	<b>49.68%</b>		<b>46,468,100</b>	<b>93,543,822</b>

# OTSEGO COUNTY

## RECOMMENDED EQUALIZED VALUE BY CLASS COMMERCIAL

03/27/2014

UNIT	2014 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	19,094,800	49.24%	1.0000	19,094,800	38,779,697
CHARLTON	1,289,300	49.56%	1.0000	1,289,300	2,601,357
CHESTER	1,080,000	49.80%	1.0000	1,080,000	2,168,652
CORWITH	4,321,600	68.81%	1.0000	4,321,600	6,280,714
DOVER	1,192,500	50.00%	1.0000	1,192,500	2,385,000
ELMIRA	3,171,100	49.79%	1.0000	3,171,100	6,369,520
HAYES	2,597,100	49.34%	1.0000	2,597,100	5,263,240
LIVINGSTON	27,363,600	49.09%	1.0000	27,363,600	55,738,024
OTSEGO LAKE	6,124,100	49.94%	1.0000	6,124,100	12,262,632
CITY OF GAYLORD	97,708,900	49.18%	1.0000	97,708,900	198,696,251
COUNTY TOTAL	163,943,000	49.60%		163,943,000	330,545,086

## OTSEGO COUNTY

### RECOMMENDED EQUALIZED VALUE BY CLASS INDUSTRIAL

03/27/2014

UNIT	2014 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	2,884,900	49.57%	1.0000	2,884,900	5,819,785
CHARLTON	2,494,800	49.81%	1.0000	2,494,800	5,008,530
CHESTER	1,425,700	49.91%	1.0000	1,425,700	2,856,397
CORWITH	1,493,400	49.94%	1.0000	1,493,400	2,990,241
DOVER	170,200	49.18%	1.0000	170,200	346,079
ELMIRA	0	0.00%	1.0000	0	0
HAYES	1,313,200	49.20%	1.0000	1,313,200	2,669,182
LIVINGSTON	375,000	49.66%	1.0000	375,000	755,135
OTSEGO LAKE	0	0.00%	1.0000	0	0
CITY OF GAYLORD	8,744,300	49.39%	1.0000	8,744,300	17,704,458
COUNTY TOTAL	18,901,500	49.55%		18,901,500	38,149,807

**OTSEGO COUNTY**  
**RECOMMENDED EQUALIZED VALUE BY CLASS**  
**RESIDENTIAL**

03/27/2014

UNIT	2014 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	189,486,400	49.23%	1.0000	189,486,400	384,917,021
CHARLTON	85,858,500	49.64%	1.0000	85,858,500	172,953,019
CHESTER	63,736,600	49.25%	1.0000	63,736,600	129,418,122
CORWITH	64,464,600	49.48%	1.0000	64,464,600	130,279,626
DOVER	28,136,600	49.26%	1.0000	28,136,600	57,114,798
ELMIRA	60,278,500	49.81%	1.0000	60,278,500	121,011,444
HAYES	105,259,900	49.02%	1.0000	105,259,900	214,717,027
LIVINGSTON	75,333,900	49.20%	1.0000	75,333,900	153,110,868
OTSEGO LAKE	154,280,700	49.69%	1.0000	154,280,700	310,458,362
CITY OF GAYLORD	40,829,900	49.03%	1.0000	40,829,900	83,278,177
<b>COUNTY TOTAL</b>	<b>867,665,600</b>	<b>49.38%</b>		<b>867,665,600</b>	<b>1,757,258,464</b>

**OTSEGO COUNTY  
RECOMMENDED EQUALIZED VALUE BY CLASS  
DEVELOPMENTAL**

03/27/2014

UNIT	2014 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	0	0.00%	1.0000	0	0
CHARLTON	0	0.00%	1.0000	0	0
CHESTER	0	0.00%	1.0000	0	0
CORWITH	0	0.00%	1.0000	0	0
DOVER	0	0.00%	1.0000	0	0
ELMIRA	0	0.00%	1.0000	0	0
HAYES	0	0.00%	1.0000	0	0
LIVINGSTON	0	0.00%	1.0000	0	0
OTSEGO LAKE	0	0.00%	1.0000	0	0
CITY OF GAYLORD	0	0.00%	1.0000	0	0
<b>COUNTY TOTAL</b>	<b>0</b>	<b>0.00%</b>		<b>0</b>	<b>0</b>

**OTSEGO COUNTY  
RECOMMENDED EQUALIZED VALUE BY CLASS  
PERSONAL PROPERTY**

03/27/2014

UNIT	2014 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	18,554,650	50.00%	1.0000	18,554,650	37,109,300
CHARLTON	29,688,500	50.00%	1.0000	29,688,500	59,377,000
CHESTER	30,767,350	50.00%	1.0000	30,767,350	61,534,700
CORWITH	10,714,750	50.00%	1.0000	10,714,750	21,429,500
DOVER	6,629,100	50.00%	1.0000	6,629,100	13,258,200
ELMIRA	7,830,500	50.00%	1.0000	7,830,500	15,661,000
HAYES	17,864,350	50.00%	1.0000	17,864,350	35,728,700
LIVINGSTON	22,627,250	50.00%	1.0000	22,627,250	45,254,500
OTSEGO LAKE	7,946,500	50.00%	1.0000	7,946,500	15,893,000
CITY OF GAYLORD	26,356,300	50.00%	1.0000	26,356,300	52,712,600
<b>COUNTY TOTAL</b>	<b>178,979,250</b>	<b>50.00%</b>		<b>178,979,250</b>	<b>357,958,500</b>

**OTSEGO COUNTY  
JURISDICTIONS IN SCHOOL DISTRICTS  
2014 EQUALIZED VALUE**

03/27/2014

SCHOOLS	REAL PROPERTY					TOTAL REAL	PERSONAL PROPERTY					TOTAL PERSONAL	GRAND TOTAL
	AGRICULTURAL	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DELVELOPMENTAL		COMMERCIAL	INDUSTRIAL	RESIDENTIAL	UTILITY			
69020 GAYLORD													
BAGLEY	1,511,400	19,094,800	2,884,900	189,486,400	0	212,977,500	3,576,200	3,867,650	0	11,110,800	18,554,650	231,532,150	
CHESTER	4,553,200	882,200	1,379,700	37,347,500	0	44,162,600	267,950	1,765,200	0	12,627,850	14,661,000	58,823,600	
DOVER	757,100	631,000	34,800	9,782,500	0	11,205,400	1,401,900	0	0	1,023,850	2,425,750	13,631,150	
ELMIRA	5,212,500	3,171,100	0	60,278,500	0	68,662,100	999,250	12,800	0	6,818,450	7,830,500	76,492,600	
HAYES	4,077,900	2,597,100	1,313,200	105,259,900	0	113,248,100	152,200	0	0	17,712,150	17,864,350	131,112,450	
LIVINGSTON	8,906,500	27,257,400	375,000	72,119,700	0	108,658,600	3,436,700	440,700	0	18,684,650	22,562,050	131,220,650	
OTSEGO LAKE	73,000	5,096,800	0	144,197,100	0	149,366,900	1,350,300	0	0	6,019,150	7,369,450	156,736,350	
CITY OF GAYLORD	0	97,708,900	8,744,300	40,829,900	0	147,283,100	12,638,350	2,868,800	0	10,849,150	26,356,300	173,639,400	
TOTALS	25,091,600	156,439,300	14,731,900	659,301,500	0	855,564,300	23,822,850	8,955,150	0	84,846,050	117,624,050	973,188,350	
69021 GAYLORD (NO DEBT)													
OTSEGO LAKE	0	0	0	1,084,000	0	1,084,000	1,650	0	0	0	1,650	1,085,650	
TOTALS	0	0	0	1,084,000	0	1,084,000	1,650	0	0	0	1,650	1,085,650	
69030 JOHANNESBURG/LEWISTON													
CHARLTON	12,155,300	1,289,300	2,494,800	85,858,500	0	101,797,900	0	2,341,600	0	27,346,900	29,688,500	131,486,400	
CHESTER	1,322,400	197,800	46,000	26,389,100	0	27,955,300	127,300	0	0	15,979,050	16,106,350	44,061,650	
DOVER	4,417,200	536,500	135,400	16,124,800	0	21,213,900	229,600	0	0	3,811,700	4,041,300	25,255,200	
TOTALS	17,894,900	2,023,600	2,676,200	128,372,400	0	150,967,100	356,900	2,341,600	0	47,137,650	49,836,150	200,803,250	
69040 VANDERBILT													
CORWITH	1,628,300	3,087,900	1,493,400	64,464,600	0	70,674,200	990,850	1,276,600	0	8,447,300	10,714,750	81,388,950	
DOVER	834,100	25,000	0	2,229,300	0	3,088,400	0	0	0	162,050	162,050	3,250,450	
LIVINGSTON	1,019,200	106,200	0	3,214,200	0	4,339,600	3,500	0	0	61,700	65,200	4,404,800	
TOTALS	3,481,600	3,219,100	1,493,400	69,908,100	0	78,102,200	994,350	1,276,600	0	8,671,050	10,942,000	89,044,200	
20015 CRAWFORD\AUSABLE													
OTSEGO LAKE	0	1,027,300	0	8,999,600	0	10,026,900	3,800	0	0	571,600	575,400	10,602,300	
TOTALS	0	1,027,300	0	8,999,600	0	10,026,900	3,800	0	0	571,600	575,400	10,602,300	
CRAWFORD\AUSABLE (DEBT ONLY)													
OTSEGO LAKE	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	
C.O.P. INTERMEDIATE													
BAGLEY	1,511,400	19,094,800	2,884,900	189,486,400	0	212,977,500	3,576,200	3,867,650	0	11,110,800	18,554,650	231,532,150	
CHARLTON	12,155,300	1,289,300	2,494,800	85,858,500	0	101,797,900	0	2,341,600	0	27,346,900	29,688,500	131,486,400	
CHESTER	5,875,600	1,080,000	1,425,700	63,736,600	0	72,117,900	395,250	1,765,200	0	28,606,900	30,767,350	102,885,250	
CORWITH	1,628,300	3,087,900	1,493,400	64,464,600	0	70,674,200	990,850	1,276,600	0	8,447,300	10,714,750	81,388,950	
DOVER	6,008,400	1,192,500	170,200	28,136,600	0	35,507,700	1,631,500	0	0	4,997,600	6,629,100	42,136,800	
ELMIRA	5,212,500	3,171,100	0	60,278,500	0	68,662,100	999,250	12,800	0	6,818,450	7,830,500	76,492,600	
HAYES	4,077,900	2,597,100	1,313,200	105,259,900	0	113,248,100	152,200	0	0	17,712,150	17,864,350	131,112,450	
LIVINGSTON	9,925,700	27,363,600	375,000	75,333,900	0	112,998,200	3,440,200	440,700	0	18,746,350	22,627,250	135,625,450	
OTSEGO LAKE	73,000	5,096,800	0	145,281,100	0	150,450,900	1,351,950	0	0	6,019,150	7,371,100	157,822,000	
CITY OF GAYLORD	0	97,708,900	8,744,300	40,829,900	0	147,283,100	12,638,350	2,868,800	0	10,849,150	26,356,300	173,639,400	
TOTALS	46,468,100	161,682,000	18,901,500	858,666,000	0	1,085,717,600	25,175,750	12,573,350	0	140,654,750	178,403,850	1,264,121,450	
C.O.O.R. INTERMEDIATE													
OTSEGO LAKE	0	1,027,300	0	8,999,600	0	10,026,900	3,800	0	0	571,600	575,400	10,602,300	
TOTALS	0	1,027,300	0	8,999,600	0	10,026,900	3,800	0	0	571,600	575,400	10,602,300	
KIRTLAND COMMUNITY													
OTSEGO LAKE	0	1,027,300	0	10,083,600	0	11,110,900	5,450	0	0	571,600	577,050	11,687,950	
TOTALS	0	1,027,300	0	10,083,600	0	11,110,900	5,450	0	0	571,600	577,050	11,687,950	
STATE EQUALIZED VALUE	1,274,723,750												

**OTSEGO COUNTY  
 JURISDICTIONS IN SCHOOL DISTRICTS  
 2014 EQUALIZED VALUE**

03/27/2014

SCHOOLS	REAL PROPERTY					TOTAL REAL	TOTAL PERSONAL	GRAND TOTAL	
	AGRICULTURAL	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL				
69020									
GAYLORD									
	BAGLEY	1,511,400	19,094,800	2,884,900	189,486,400	0	212,977,500	18,554,650	231,532,150
	CHESTER	4,553,200	882,200	1,379,700	37,347,500		44,162,600	14,661,000	58,823,600
	DOVER	757,100	631,000	34,800	9,782,500		11,205,400	2,425,750	13,631,150
	ELMIRA	5,212,500	3,171,100	0	60,278,500		68,662,100	7,830,500	76,492,600
	HAYES	4,077,900	2,597,100	1,313,200	105,259,900		113,248,100	17,864,350	131,112,450
	LIVINGSTON	8,906,500	27,257,400	375,000	72,119,700		108,658,600	22,562,050	131,220,650
	OTSEGO LAKE	73,000	5,096,800	0	144,197,100		149,366,900	7,369,450	156,736,350
	CITY OF GAYLORD	0	97,708,900	8,744,300	40,829,900		147,283,100	26,356,300	173,639,400
TOTALS		25,091,600	156,439,300	14,731,900	659,301,500	0	855,564,300	117,624,050	973,188,350
69021									
GAYLORD(NO DEBT)									
	OTSEGO LAKE	0	0	0	1,084,000		1,084,000	1,650	1,085,650
TOTALS		0	0	0	1,084,000		1,084,000	1,650	1,085,650
69030									
JOHANNESBURG/LEWISTON									
	CHARLTON	12,155,300	1,289,300	2,494,800	85,858,500		101,797,900	29,688,500	131,486,400
	CHESTER	1,322,400	197,800	46,000	26,389,100		27,955,300	16,106,350	44,061,650
	DOVER	4,417,200	536,500	135,400	16,124,800		21,213,900	4,041,300	25,255,200
TOTALS		17,894,900	2,023,600	2,676,200	128,372,400		150,967,100	49,836,150	200,803,250
69040									
VANDERBILT									
	CORWITH	1,628,300	3,087,900	1,493,400	64,464,600		70,674,200	10,714,750	81,388,950
	DOVER	834,100	25,000	0	2,229,300		3,088,400	162,050	3,250,450
	LIVINGSTON	1,019,200	106,200	0	3,214,200		4,339,600	65,200	4,404,800
TOTALS		3,481,600	3,219,100	1,493,400	69,908,100		78,102,200	10,942,000	89,044,200
20015									
CRAWFORD/AUSABLE									
	OTSEGO LAKE	0	1,027,300	0	8,999,600		10,026,900	575,400	10,602,300
TOTALS		0	1,027,300	0	8,999,600		10,026,900	575,400	10,602,300
CRAWFORD/AUSABLE (DEBT ONLY)									
	OTSEGO LAKE	0	0	0	0		0	0	0
TOTALS		0	0	0	0		0	0	0
C.O.P. INTERMEDIATE									
	BAGLEY	1,511,400	19,094,800	2,884,900	189,486,400	0	212,977,500	18,554,650	231,532,150
	CHARLTON	12,155,300	1,289,300	2,494,800	85,858,500		101,797,900	29,688,500	131,486,400
	CHESTER	5,875,600	1,080,000	1,425,700	63,736,600		72,117,900	30,767,350	102,885,250
	CORWITH	1,628,300	3,087,900	1,493,400	64,464,600		70,674,200	10,714,750	81,388,950
	DOVER	6,008,400	1,192,500	170,200	28,136,600		35,507,700	6,629,100	42,136,800
	ELMIRA	5,212,500	3,171,100	0	60,278,500		68,662,100	7,830,500	76,492,600
	HAYES	4,077,900	2,597,100	1,313,200	105,259,900		113,248,100	17,864,350	131,112,450
	LIVINGSTON	9,925,700	27,363,600	375,000	75,333,900		112,998,200	22,627,250	135,625,450
	OTSEGO LAKE	73,000	5,096,800	0	145,281,100		150,450,900	7,371,100	157,822,000
	CITY OF GAYLORD	0	97,708,900	8,744,300	40,829,900		147,283,100	26,356,300	173,639,400
TOTALS		46,468,100	161,682,000	18,901,500	858,666,000	0	1,085,717,600	178,403,850	1,264,121,450
C.O.O.R. INTERMEDIATE									
	OTSEGO LAKE	0	1,027,300	0	8,999,600		10,026,900	575,400	10,602,300
TOTALS		0	1,027,300	0	8,999,600		10,026,900	575,400	10,602,300
KIRTLAND COMMUNITY									
	OTSEGO LAKE	0	1,027,300	0	10,083,600		11,110,900	577,050	11,687,950
		0	1,027,300	0	10,083,600		11,110,900	577,050	11,687,950
STATE EQUALIZED VALUE		1,274,723,750							

## RESOLUTION NO. OCR 14-12

### A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE OPERATION OF THE OTSEGO COUNTY COMMISSION ON AGING AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE AT THE AUGUST 5, 2014 ELECTION

OTSEGO COUNTY BOARD OF COMMISSIONERS  
April 8, 2014

#### Recitals

**WHEREAS**, Otsego County Commission on Aging provides programs and services to help and to care for older adults and their caregivers, including the employment of individuals to help carry out this mission; and

**WHEREAS**, the millage previously approved by the county electors to operate and maintain the Commission on Aging expires on December 1, 2014; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to again obtain voter approval for the same millage amount (1.00 mill) to provide funds for operating and maintaining the Otsego County Commission on Aging, including personnel, administrative costs and capital improvement expenses; 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 5, 2014; 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 5, 2014 primary election.

#### BALLOT LANGUAGE

##### OTSEGO COUNTY

##### PROPOSITION FOR RENEWAL OF COMMISSION ON AGING MILLAGE

*This millage will allow the County of Otsego, Michigan, to continue to levy the previous voted increase in the constitutional tax rate limitation on general ad valorem taxes 1 mill to provide funds for all Otsego County Commission on Aging activities provided by law including operations and maintenance.*

Shall the constitutional tax rate limitation on general ad valorem taxes within the County of Otsego, Michigan, be increased by 1 mill (\$1.00 per \$1,000 of taxable value) on the taxable value of such property for a period of five (5) years, 2015 through 2019, both inclusive, for the purpose of funding all Otsego County Commission on Aging activities provided by law including operation and maintenance (such increase is estimated to provide revenues of approximately \$1,175,848 in 2015 and is a renewal of a previously authorized millage in the amount of 1 mill)?

To the extent required by law, a portion of this millage may be captured by and retained by the City of Gaylord Downtown Development Authority.

## RESOLUTION NO. OCR 14-13

### A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY LIBRARY AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE AT THE AUGUST 5, 2014 ELECTION

OTSEGO COUNTY BOARD OF COMMISSIONERS  
April 8, 2014

#### Recitals

**WHEREAS**, Otsego County currently operates and maintains a county library and employs individuals to carry out the functions of the county library for the benefit of county residents and others visiting the county; and

**WHEREAS**, the millage previously approved by the county electors to operate and maintain the Library expires on December 1, 2014; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to again obtain voter approval for the same millage amount (0.40 mill) to provide funds for operating and maintaining the Otsego County Library, including personnel, administrative costs and capital improvement expenses; 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 5, 2014; 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 5, 2014 primary election.

#### BALLOT LANGUAGE

##### OTSEGO COUNTY

##### PROPOSITION FOR RENEWAL OF LIBRARY MILLAGE

*This millage will allow the County of Otsego, Michigan, to continue to levy the previous voted increase in the constitutional tax rate limitation on general ad valorem taxes 0.40 mills to provide funds for all Otsego County Library activities provided by law including operations and maintenance.*

Shall the constitutional tax rate limitation on general ad valorem taxes within the County of Otsego, Michigan, be increased by 0.40 mills (\$0.40 per \$1,000 of taxable value) on the taxable value of such property for a period of six (6) years, 2015 through 2020, both inclusive, for the purpose of funding all Otsego County Library activities provided by law including operation and maintenance (such increase is estimated to provide revenues of approximately \$470,339 in 2015 and is a renewal of a previously authorized millage in the amount of 0.40 mills)?

To the extent required by law, a portion of this millage may be captured by and retained by the City of Gaylord Downtown Development Authority.

## RESOLUTION NO. OCR 14-14

### A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE OPERATION AND MAINTENANCE OF A SOLID WASTE RECOVERY PROGRAM AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE AT THE AUGUST 5, 2014 ELECTION

OTSEGO COUNTY BOARD OF COMMISSIONERS  
April 8, 2014

#### Recitals

**WHEREAS**, Otsego County currently operates and maintains a county-wide recycling program for the benefit of county residents and others visiting the county; and

**WHEREAS**, the millage previously approved by the county electors to operate and maintain the recycling program expires on December 1, 2014; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to again obtain voter approval for the same millage amount (0.25 mill) to provide funds for operating and maintaining the Otsego County Recycling Program, including all related expenses; 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 5, 2014; 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 5, 2014 primary election.

#### BALLOT LANGUAGE

##### OTSEGO COUNTY

##### PROPOSITION FOR RENEWAL OF RECYCLING MILLAGE

*This millage will allow the County of Otsego, Michigan, to continue to levy the previous voted increase in the constitutional tax rate limitation on general ad valorem taxes 0.25 mills to provide funds for the operation and maintenance of the Otsego County Recycling Drop-off Program, and for recycling education, including all costs associated with the operation and maintenance of the county-wide recycling program.*

Shall the constitutional tax rate limitation on general ad valorem taxes within the County of Otsego, Michigan, be increased by 0.25 mills (\$0.25 per \$1,000 of taxable value) on the taxable value of such property for a period of three (3) years, 2015 through 2017, both inclusive, to provide funds for the operation and maintenance of the Otsego County Recycling Drop-off Program, including all costs associated with the operation and maintenance of the county-wide recycling program and for recycling education (such increase is estimated to provide revenues of approximately \$291,222 in 2015 and is a renewal of a previously authorized millage in the amount of 0.25 mills)?

To the extent required by law, a portion of this millage may be captured by and retained by the City of Gaylord Downtown Development Authority.

03/24/2014

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
APRIL 1, 2014 WARRANT

Check #	Check Date	Payee	Description	GL #	Amount
51154	3/14/2014	OTSEGO COUNTY TREAS	MTT DOCKET 316763	516-000-026.020	24,933.57
51344	03/20/2014	OTSEGO COUNTY TREAS**VOID**	ASSESSOR TV FOR 2012	516-000-026.020	(2,525.63)
51345	03/20/2014	OTSEGO COUNTY TREAS**VOID**	ASSESSOR REDUCING TV FOR 2012	516-000-026.020	(3,865.85)
51346	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCTING TV FOOR 2012	516-000-026.020	4,508.56
51347	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCTING TV FOR 2012	516-000-026.020	5,304.75
51348	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCING TV FOR 2013	516-000-026.020	485.21
51349	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCTING TV FOR 2012	516-000-026.020	90,069.23
51350	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCING TV FOR 2012	516-000-026.020	536.78
51351	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCING TV FOR 2012	516-000-026.020	16,663.10
51352	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCING TV FOR 2012	516-000-026.020	14,854.53

51353	03/20/2014	OTSEGO COUNTY TREAS	ASSESSOR REDUCING TV FOR 2012	516-000-026.020	84,445.48
51354	03/21/2014	FOREST LANDS LLC	REDUCING TV FOR 2012	516-000-026.020	453.12
51355	03/21/2014	ORO VERDE LLC	REDUCING TV FOR 2012	516-000-026.020	693.51
51356	03/21/2014	TREETOPS	REDUCING TV FOR 2012	516-000-026.020	2,072.51
51357	03/21/2014	TREETOPS	REDUCING TV FOR 2012	516-000-026.020	3,172.34
51358	04/01/2014	ANDREW SAMKOWIAK	MARCH 2014 WEEKEND DRUG TESTER: MAR	101-133-940.010	160.00
51359	04/01/2014	CATHERINE ISBELL	13-106-DL JUSTUS TRANSPORT ON 3/13 & 3/	101-134-930.500	118.66
51359	04/01/2014	CATHERINE ISBELL	13-106-DL JUSTUS TRANSPORT ON 3/13 & 3/	101-134-940.010	36.00
51359	04/01/2014	CATHERINE ISBELL	13-106-DL JUSTUS TRANSPORT ON 3/13 & 3/	292-662-930.500	446.35
51359	04/01/2014	CATHERINE ISBELL	13-106-DL JUSTUS TRANSPORT ON 3/13 & 3/	292-662-930.830	120.00
					----- 721.01
51360	04/01/2014	COP-ISD	2013 DNR PMT BAGLEY TOWNSHIP	701-000-274.009	245.06
51361	04/01/2014	CORPORATE SETTLEMENT SOLUTIONS FILE #MI-164676 PREMIUM FEES TITLE CO, PR		233-690-940.010	265.00
51362	04/01/2014	CRAFTSMAN BOOK CO	2014 NATIONAL REPAIR & REMODELING ESTII	233-690-726.000	78.89

51363	04/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2014 COURT DENTAL	101-131-704.110	817.23
51363	04/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2014 COURT DENTAL	101-136-704.110	80.13
51363	04/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2014 COURT DENTAL	101-148-704.110	101.57
51363	04/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2014 COURT DENTAL	215-141-704.110	500.57
51363	04/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2014 COURT DENTAL	292-662-704.110	148.32
51363	04/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2014 COURT DENTAL	704-000-231.261	411.95
					----- 2,059.77
51364	04/01/2014	DTE ENERGY	456939000067	212-430-930.610	808.43
51365	04/01/2014	FRONTIER	9897052645020712-5	212-430-930.210	63.49
51365	04/01/2014	FRONTIER	ACCT#231-164-4103-082208-5	261-427-930.210	61.48
					----- 124.97
51366	04/01/2014	GAYLORD COMMUNITY SCHOOLS	2013 DNR PMT BAGELY TOWNSHIP	701-000-274.009	580.40
51367	04/01/2014	GRAPHIC SCIENCES INC.	SCANNING PROJECT PHASE 1	256-215-726.000	4,093.49
51368	04/01/2014	JEFF BARAGREY	REF 7TH & 8TH GRADE BEAR LEAGUE	208-752-940.010-f	250.00
51369	04/01/2014	KELLY PELACH	LADIES VB REF 2/12-3/20 48 GAMES	208-752-940.010-\	1,200.00
51370	04/01/2014	KEVAN D FLORY	3/21 FINAL INSPECTION OF PROJECT #HO-081	233-690-940.010	200.00
51371	04/01/2014	MUNSON MANOR HOSPITALITY HOUS	14-009-NA MARCH 7 - 9 2014 LODGING - CAS:	292-662-930.999	80.00

51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		101-101-726.000	25.17
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		101-101-930.500	102.46
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		101-267-726.000	9.95
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		101-267-801.020	10.00
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/18-3/10		101-301-726.000	388.66
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/18-3/10		101-302-726.000	28.46
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/18-3/10		101-334-726.000	85.00
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/18-3/10		101-351-726.000	148.44
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/18-3/10		101-351-930.700	126.08
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		208-752-726.040	229.46
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		208-752-726.050	141.00
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		208-752-930.450	22.60
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		209-751-726.000	722.88
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		249-371-726.050	66.97
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		281-537-704.400	217.58
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		588-699-940.010	6.37
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		645-172-920.400	49.93
51372	04/01/2014	NORTHWESTERN BANK-CARDMEMBEI 2/14-3/11		701-000-232.002	51.85
					----- 2,432.86
51373	04/01/2014	OMS COMPLIANCE SERVICES INC	74089 74090 73994 74006 DRUG TESTS	205-301-726.000	159.00
51373	04/01/2014	OMS COMPLIANCE SERVICES INC	74089 74090 73994 74006 DRUG TESTS	588-699-940.010	125.75
					----- 284.75
51374	04/01/2014	PAYTON'S & SONS WELL DRILLING	WATER WELL COMPLETE AND INSPECTED, PR	233-690-940.010	4,238.00
51375	04/01/2014	PAYTON'S & SONS WELL DRILLING	FINAL 10% PROJECT WATER WELL #HO-0812-	233-690-940.010	470.00
51376	04/01/2014	SHERRY FORBES	APRIL 2014 COURT CLEANING FEES	101-131-726.025	150.00

51376	04/01/2014	SHERRY FORBES	APRIL 2014 FOC CLEANING FEES	215-141-726.025	150.00
					----- 300.00
51377	04/01/2014	STEVE RIOZZI	3/18 HOUSING INSPECTOR INTERVIEWS	233-690-703.040	40.00
51378	04/01/2014	UNDERGROUND SECURITY COMPANY	SECURITY FILM PICKED UP FOR SCANNING	256-215-726.000	30.00
51379	04/01/2014	WAYNE ISBELL	13-106-DL JUSTUS TRANSPORT ON 3/13 & 3/14	101-134-940.010	36.00
51379	04/01/2014	WAYNE ISBELL	13-106-DL JUSTUS TRANSPORT ON 3/13 & 3/14	292-662-930.830	120.00
					----- 156.00
			TOTAL OF 37 CHECKS (2 VOIDED)		267,011.32
			VOIDED CHECKS		(6,391.48)
			NET CASH DISBURSEMENT		260,619.84

Fund	Amount
Total for fund 101 GENERAL FUND	2,423.81
Total for fund 205 WORK CAMP	159.00
Total for fund 208 PARKS AND RECREATION	1,843.06
Total for fund 209 GROEN NATURE PRESERVE	722.88
Total for fund 212 ANIMAL CONTROL	871.92
Total for fund 215 FRIEND OF THE COURT	650.57
Total for fund 233 HUD GRANT FUND	5,291.89
Total for fund 249 BUILDING INSPECTION FUN	66.97
Total for fund 256 REGISTER OF DEEDS AUTOI	4,123.49
Total for fund 261 911 SERVICE FUND	61.48
Total for fund 281 AIRPORT	217.58

Total for fund 292 CHILD CARE FUND	914.67
Total for fund 516 DELINQUENT TAX REVOLVI	241,801.21
Total for fund 588 TRANSPORTATION FUND	132.12
Total for fund 645 ADMINISTRATIVE SERVICES	49.93
Total for fund 701 GENERAL AGENCY	877.31
Total for fund 704 PAYROLL IMPREST FUND	411.95
TOTAL - ALL FUNDS	267,011.32
VOIDED CHECKS	(6,391.48)
NET WARRANT AMOUNT	260,619.84

04/08/2014

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
APRIL 8, 2014 WARRANT

Check #	Check Date	Payee	Description	GL #	Amount
1258(E)	04/08/2014	MUNICIPAL EMPLOYEES RETIREMENT	COUNTY RETIREMENT MARCH 2014	588-699-940.010	43,371.09
1259(E)	04/08/2014	MUNICIPAL EMPLOYEES RETIREMENT	MARCH 2014 COURT MERS	704-000-231.700	8,138.66
1260(E)	04/08/2014	MUNICIPAL EMPLOYEES RETIREMENT	MARCH 2014 COURT MERS HYBRID DEFINEI	704-000-231.700	488.94
51380	04/08/2014	46TH CIRCUIT TRIAL COURT	11-94-DL REST PMT BY BROCK LAYMAN	701-000-271.148	485.42
51381	04/08/2014	ADVANCE AUTO PARTS	2869 SHERIFF #007; 2955 TAHOE #25	588-699-726.050	574.02
51382	04/08/2014	ADVANCE ELECTRIC INC	LIGHT COVER	208-752-726.000	36.03
51383	04/08/2014	ADVANCED MARKETING PARTNERS, IN	LEIN PAPER #208749	101-351-726.000	131.08
51384	04/08/2014	AIRGAS USA LLC	CYL RENT	281-537-920.410	25.98
51385	04/08/2014	ALPINE ANIMAL HOSPITAL	MARCH 2014	212-430-930.471	60.00
51385	04/08/2014	ALPINE ANIMAL HOSPITAL	MARCH 2014	212-430-930.980	549.00
					<u>609.00</u>

51386	04/08/2014	ALPINE ELECTRIC	FINAL 50% ELECTRICAL, HO-0812-112809 PI 233-690-940.010		1,063.00
51387	04/08/2014	ALPINE LANDSCAPE & SNOW LLC	SNOW REMOVAL-RECYCLING WEST	226-528-940.010	180.00
51388	04/08/2014	AMERIGAS-GAYLORD	ACCT 201180286-VET TRUST FUND	294-683-930.999	495.91
51389	04/08/2014	ARROW UNIFORM RENTAL	CARPET CLEANING INVOICE# 785492	281-537-920.410	34.95
51390	04/08/2014	AUTO OWNERS INSURANCE CO	RESTITUTION CLAIM#82-4263-08	701-000-271.000	100.00
51391	04/08/2014	AUTO VALUE GAYLORD	259-242702 STOCK; 259-243653 SHOP	588-699-726.050	575.80
51392	04/08/2014	BARBARA J GOWARD	GUARDIANSHIP REVIEW ON 3/27/14	101-131-930.500	15.75
51392	04/08/2014	BARBARA J GOWARD	GUARDIANSHIP REVIEW ON 3/27/14	101-131-930.830	30.00
					<u>45.75</u>
51393	04/08/2014	BEAR'S DEN PIZZERIA	PAYMENT NO 12	262-431-940.010-HSGP0000	247.68
51394	04/08/2014	BELLROC TIRE SERVICES	43274 STOCK	588-699-726.050	1,418.39
51394	04/08/2014	BELLROC TIRE SERVICES	43274 STOCK	588-699-920.400	180.00
					<u>1,598.39</u>
51395	04/08/2014	BLUE TOOL SERVICE LLC	39567 SHOP TOOLS	588-699-726.050	87.74

51396	04/08/2014	BRUCE TILLINGER	CONTRACTED PLUMBING/MECHANICAL INS 249-371-801.027	1,745.00
51397	04/08/2014	CARL HOWARD HILLING	MARCH 2014 ALTERNATIVE EDUCATION FAI 292-662-940.010	2,700.00
51398	04/08/2014	CATHERINE ISBELL	14-14-DL RAPPLEY TRANSPORT ON 03/21 & 101-134-930.500	118.66
51398	04/08/2014	CATHERINE ISBELL	14-14-DL RAPPLEY TRANSPORT ON 03/21 & 101-134-940.010	32.00
51398	04/08/2014	CATHERINE ISBELL	14-14-DL RAPPLEY TRANSPORT ON 03/21 & 292-662-930.500	33.90
51398	04/08/2014	CATHERINE ISBELL	14-14-DL RAPPLEY TRANSPORT ON 03/21 & 292-662-930.830	16.00
				----- 200.56
51399	04/08/2014	CCP INDUSTRIES INC	IN01247613 SAFETY EQ. 588-699-726.046	84.37
51400	04/08/2014	CDW GOVERNMENT INC	3 - OFFICE PROGRAMS 497-901-970.300	804.00
51401	04/08/2014	CHARLTON TOWNSHIP	2013 SETTLEMENT DELQ TAXES 516-000-026.000-TAX201300	10,730.91
51402	04/08/2014	CHARTER COMMUNICATIONS	INMATE CABLE THRU 5/4/14 # 595-351-726.000	190.00
51403	04/08/2014	CHESTER TOWNSHIP TREASURER	2013 SETTLEMENT DELQ TAXES 516-000-026.000-TAX201300	6,232.50
51404	04/08/2014	CHRIS DECKROW	RESTITUTION 04-3075FH 701-000-271.000	25.00
51405	04/08/2014	CHRISTOPHER MARTIN	MEDICAL EXAMINER 101-648-801.020	100.00

51406	04/08/2014	CITY OF GAYLORD	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	220,162.49
51407	04/08/2014	CITY OF GAYLORD	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	1,799.18
51408	04/08/2014	CONSUMERS ENERGY	100060707310 FEB14-MAR14	212-430-930.620	729.13
51408	04/08/2014	CONSUMERS ENERGY	100000513331	637-265-930.620-ALPCT0000	4,665.08
51408	04/08/2014	CONSUMERS ENERGY	100054288418	637-265-930.620-LNDUS000	498.60
					<u>5,892.81</u>
51409	04/08/2014	COOR INTERMEDIATE SCHOOL	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	322.79
51410	04/08/2014	COP-ISD	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	131,765.18
51411	04/08/2014	CORWITH TOWNSHIP FIRE DEPARTME	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	7,481.33
51412	04/08/2014	CORWITH TWP TREAS	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	7,328.19
51413	04/08/2014	CRAWFORD AUSABLE SCHOOLS	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	4,280.24
51414	04/08/2014	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-149-726.000	45.00
51415	04/08/2014	CURTISS REPORTING CORP	INV 16278, TRANS. OF NICHOLAS SMITH; IN	101-267-726.000	9.60

51416	04/08/2014	DALE EDWARDS	14-01-DL REST PMT BY CHRISTOPHER LAGR. 701-000-271.148	167.00
51417	04/08/2014	DANIEL AND CHRISTI PRATT	14-22-NA COHOON PLACEMENT 03/06/14 1292-662-930.700	266.88
51418	04/08/2014	DARRYL WARNEKE	08-33-DL REST PMT BY ANTHONY FLINN 701-000-271.148	40.00
51419	04/08/2014	DATAMARS INC	3851 MICROCHIPS 212-430-726.000	999.00
51420	04/08/2014	DAVID B PARSELL	14-33-DL HOXIE TRANSPORT ON 3/28/14 101-134-930.500	81.45
51420	04/08/2014	DAVID B PARSELL	14-33-DL HOXIE TRANSPORT ON 3/28/14 101-134-940.010	22.00
51420	04/08/2014	DAVID B PARSELL	14-33-DL HOXIE TRANSPORT ON 03/28/14 292-662-930.500	5.62
51420	04/08/2014	DAVID B PARSELL	14-33-DL HOXIE TRANSPORT ON 03/28/14 292-662-930.830	4.00
				----- 113.07
51421	04/08/2014	DAVID ZEILINGER	JAIL DRYER REPAIR #3/1/14 101-351-726.000	360.00
51422	04/08/2014	DAWSON SERVICES LLC	CONTRACTED BUILDING/ZONING INSPECTO 101-721-801.020	160.00
51422	04/08/2014	DAWSON SERVICES LLC	CONTRACTED BUILDING/ZONING INSPECTO 249-371-801.024	3,415.00
				----- 3,575.00
51423	04/08/2014	DE LAGE LANDEN PUBLIC FINANCE	40764567 MARCH 588-699-940.010	142.93
51424	04/08/2014	DEKETO	MARCH 2014 DOCUMENTS 101-215-920.410	354.67
51424	04/08/2014	DEKETO	MARCH 2014 DOCUMENTS 256-215-920.410	709.33
				----- 1,064.00

51425	04/08/2014	DENISE VASICEK	VETERAN BURIAL ALLOWANCE	101-681-930.960	300.00
51426	04/08/2014	DOUGLAS FRANCKOWIAK	INV# 445	261-427-940.010	80.00
51427	04/08/2014	DOVER TOWNSHIP TREASURER	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	3,035.29
51428	04/08/2014	DR. DONALD COUSINEAU DO	DOT RECERT PHYSICAL	588-699-940.010	77.00
51429	04/08/2014	DUNNS	TABS, PENS, MARKERS, CHAIR MAT	101-131-726.000	174.92
51429	04/08/2014	DUNNS	TABS, PENS, MARKERS, CHAIR MAT	101-131-940.111	65.01
51429	04/08/2014	DUNNS	CUSTOMER 5179	101-149-726.000	(47.98)
51429	04/08/2014	DUNNS	773141, DRUM,TONER,WHITE OUT	101-215-726.000	118.93
51429	04/08/2014	DUNNS	#2647 MARCH COPIER MAINTENANCE FEE	101-682-920.410	6.10
51429	04/08/2014	DUNNS	PENS, ENVELOPES, TAPE, PEN, USB DRIVE	208-752-726.000	40.64
51429	04/08/2014	DUNNS	#2647 MARCH COPIER MAINTENANCE FEE	232-690-920.410	6.10
51429	04/08/2014	DUNNS	DUNNS- BUISNESS CARD HOLDERS FOR FRO	249-371-726.000	5.29
51429	04/08/2014	DUNNS	773141, DRUM,TONER,WHITE OUT	256-215-726.000	119.98
51429	04/08/2014	DUNNS	7730290 MOPS, CLEANERS; COPY PAPER	588-699-726.000	269.34
51429	04/08/2014	DUNNS	7730290 MOPS, CLEANERS; COPY PAPER	588-699-726.025	211.21
					----- 969.54
51430	04/08/2014	EAGLE VILLAGE	11-96-DL PEAK PLACEMENT 03/10/14 TO 03/10/14	292-662-930.810	1,594.38
51431	04/08/2014	ECOLAB	4581172 FLOOR CLEANER 2 CASES	208-752-726.025	163.88

51432	04/08/2014	ELMIRA TWP TREASUER	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	4,699.56
51433	04/08/2014	ELMIRA WARNER FIRE AUTHORITY	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	4,298.93
51434	04/08/2014	EREMAL L REPP	CONTRACTED ELECTRICAL INSPECTOR	249-371-801.026	2,745.00
51435	04/08/2014	FAMILY FARE	RESTITUTION 92-1667FH	701-000-271.000	35.12
51436	04/08/2014	FARM BUREAU INSURANCE	RESTITUTION CLAIM #001-39328A-080	701-000-271.000	80.00
51437	04/08/2014	FASTENAL COMPANY	MIGA114327; MIGA114391 SHOP SUPPLIES	588-699-726.050	162.89
51438	04/08/2014	FEENY	5206717 SHERIFF #017	588-699-726.050	17.22
51439	04/08/2014	FLAGHOUSE INC	BB RIM, BB STAND	208-752-726.040	497.58
51440	04/08/2014	FRANCES NOWAK	PLANNING COMMISSION MEETING/3.17.20	101-721-703.040	40.00
51440	04/08/2014	FRANCES NOWAK	PLANNING COMMISSION MEETING/3.17.20	101-721-930.500	7.50
					-----
					47.50
51441	04/08/2014	FRIEND OF THE COURT	SPRING CONF 2014: LOCHINSKI/BELANGER/	215-141-704.400	80.00
51442	04/08/2014	FRONTIER	989-732-5130-0522085-5 MARCH 2014 COI	101-131-930.210	71.40
51442	04/08/2014	FRONTIER	CENTER PHONE BILL	208-752-930.210	93.94

51442	04/08/2014	FRONTIER	PARK & GROEN PHONE BILLS	209-751-930.210	51.46
51442	04/08/2014	FRONTIER	ACCT# 989-732-7858-011910-5	261-427-930.210	490.44
					<u>707.24</u>
51443	04/08/2014	G NEIL COMPANIES	INV1481195 POSTER GUARD	588-699-726.000	64.99
51444	04/08/2014	GALLS INC AN ARAMARK CO	INV# 001732084 (\$562.14) & INV# 0017533 101-301-726.046		523.56
51444	04/08/2014	GALLS INC AN ARAMARK CO	INV# 001732084 (\$562.14) & INV# 0017533 101-334-726.046		38.58
51444	04/08/2014	GALLS INC AN ARAMARK CO	INV# 001732084 (\$562.14) & INV# 0017533 205-301-726.046		18.70
					<u>580.84</u>
51445	04/08/2014	GASLIGHT MEDIA	WEB SITE HOSTING	101-228-801.020	50.00
51446	04/08/2014	GAYLORD COMMUNITY FUNERAL HOM	2 VETERAN COUNTY BURIAL ALLOWANCE	101-681-930.960	600.00
51447	04/08/2014	GAYLORD COMMUNITY SCHOOLS	DISBURSE STATE DENIED PRE INTEREST SCH 701-000-228.001-PRE000000		1,238.40
51448	04/08/2014	GAYLORD COMMUNITY SCHOOLS	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	734,827.94
51449	04/08/2014	GAYLORD DRY CLEANERS	MARCH 2014 DRYCLEANING	101-301-920.410	80.00
51449	04/08/2014	GAYLORD DRY CLEANERS	MARCH 2014 DRYCLEANING	101-302-920.410	60.00
					<u>140.00</u>
51450	04/08/2014	GAYLORD FORD	39278 WORK CAMP #015	588-699-726.050	219.56

51451	04/08/2014	GAYLORD VETERINARY SERVICES	FEBRUARY 2014	212-430-930.471	1,501.20
51451	04/08/2014	GAYLORD VETERINARY SERVICES	FEBRUARY 2014	212-430-930.980	1,000.00
					-----
					2,501.20
51452	04/08/2014	GBS INC	MAY 6TH ELECTION PRECINCT KITS	101-262-726.000	553.53
51453	04/08/2014	GENEVIE BURZYNSKI	RESTITUTION 04-3010FH	701-000-271.000	2.50
51454	04/08/2014	GILL ROYS HARDWARE	1403-914967 DUCT TAPE	208-752-726.000	17.98
51454	04/08/2014	GILL ROYS HARDWARE	1403-927536	212-430-726.000	34.42
					-----
					52.40
51455	04/08/2014	GORDON FOOD SERVICES	788162615 THRU 788164089	101-351-726.025	263.96
51455	04/08/2014	GORDON FOOD SERVICES	788162615 THRU 788164089	101-351-726.030	193.76
51455	04/08/2014	GORDON FOOD SERVICES	788162615 THRU 788164089	101-351-930.700	4,129.02
					-----
					4,586.74
51456	04/08/2014	GREAT LAKES ENERGY	GROEN ELECTRIC BILL	209-751-930.620	109.87
51457	04/08/2014	GREG & KIMBERLY ROSS	RESTITUTION 02-2782FH	701-000-271.000	10.00
51458	04/08/2014	HAYES TOWNSHIP TREASURER	DISBURSE STATE PRE DENIAL INTEREST TO 1701-000-226.001		24.16
51459	04/08/2014	HAYES TOWNSHIP TREASURER	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	11,206.01

51460	04/08/2014	HOLIDAY INN EXPRESS-HOLLAND	CONF# 65564680 LODGING FOR MARINE S/	101-301-930.500	393.75
51461	04/08/2014	HOME DEPOT # 2759	RESTITUTION 08-3947FH	701-000-271.000	50.00
51462	04/08/2014	HOME DEPOT CREDIT SERVICES	2182846 A/C	212-430-726.000	26.30
51463	04/08/2014	IMAGE FACTORY INC	JURY CARDS & BUSINESS CARDS: VANLIERE	101-131-726.000	73.40
51463	04/08/2014	IMAGE FACTORY INC	JURY CARDS & BUSINESS CARDS: VANLIERE	101-145-726.000	92.00
51463	04/08/2014	IMAGE FACTORY INC	BUSINESS CARDS - TONY DAWSON, BUTCH	1249-371-726.000	88.00
					----- 253.40
51464	04/08/2014	IMPREST CASH, OTSEGO COUNTY BUS 0952 CLEANERS; 0954 RETURNED TOKENS;	588-699-726.000		24.00
51464	04/08/2014	IMPREST CASH, OTSEGO COUNTY BUS 0952 CLEANERS; 0954 RETURNED TOKENS;	588-699-726.025		27.59
					----- 51.59
51465	04/08/2014	IMPREST CASH, OTSEGO COUNTY SHEIMARCH 2014 IMPREST CASH REIMBURSEMI	101-301-930.450		10.62
51465	04/08/2014	IMPREST CASH, OTSEGO COUNTY SHEIMARCH 2014 IMPREST CASH REIMBURSEMI	101-301-930.500		18.00
51465	04/08/2014	IMPREST CASH, OTSEGO COUNTY SHEIMARCH 2014 IMPREST CASH REIMBURSEMI	101-351-726.000		12.99
51465	04/08/2014	IMPREST CASH, OTSEGO COUNTY SHEIMARCH 2014 IMPREST CASH REIMBURSEMI	205-301-920.400		2.51
					----- 44.12
51466	04/08/2014	J&N INC	AIRPORT RUNWAY SAND	281-537-726.050	170.00
51467	04/08/2014	JIM HILGENDORF	PLANNING COMMISSION MEETING/3.17.20	101-721-703.040	40.00
51467	04/08/2014	JIM HILGENDORF	PLANNING COMMISSION MEETING/3.17.20	101-721-930.500	20.00
					----- 60.00

51468	04/08/2014	JIM WERNIG INC	12265 BUS #23 & SHOP	588-699-726.050	1,140.84
51469	04/08/2014	JIM'S ALPINE AUTOMOTIVE	PARTS	281-537-920.400	141.69
51470	04/08/2014	JNL SUPPLY	307605	212-430-726.000	129.40
51471	04/08/2014	JOHANNESBURG LEWISTON SCHOOLS	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	83,608.25
51472	04/08/2014	JOHN LAFAVE	4/3 PER DIEM & TRAVEL REIMB. HOUSING	233-690-703.040	40.00
51472	04/08/2014	JOHN LAFAVE	4/3 PER DIEM & TRAVEL REIMB. HOUSING	233-690-930.500	6.00
					<u>46.00</u>
51473	04/08/2014	JUDITH JARECKI	PLANNING COMMISSION MEETING/3.17.20	101-721-703.040	40.00
51473	04/08/2014	JUDITH JARECKI	PLANNING COMMISSION MEETING/3.17.20	101-721-930.500	15.50
					<u>55.50</u>
51474	04/08/2014	KENNETH ARNDT	PLANNING COMMISSION MEETING/3.17.20	101-721-703.040	40.00
51474	04/08/2014	KENNETH ARNDT	PLANNING COMMISSION MEETING/3.17.20	101-721-930.500	5.00
					<u>45.00</u>
51475	04/08/2014	KENNETH GLASSER	4/3 PER DIEM & TRAVEL REIMB. HOUSING	233-690-703.040	40.00
51475	04/08/2014	KENNETH GLASSER	4/3 PER DIEM & TRAVEL REIMB. HOUSING	233-690-930.500	6.00
					<u>46.00</u>
51476	04/08/2014	KERRIE JO DAENZER	GUARDIANSHIP APPOINTMENT & REVIEW	C 101-131-930.500	17.68

51476	04/08/2014	KERRIE JO DAENZER	GUARDIANSHIP APPOINTMENT & REVIEW C 101-131-930.830	30.00
				----- 47.68
51477	04/08/2014	KEVAN D FLORY	CONTRACTED BUILDING/ZONING INSPECTO 101-721-801.020	240.00
51477	04/08/2014	KEVAN D FLORY	CONTRACTURAL BUILDING INSPECTOR 249-371-801.020	50.00
51477	04/08/2014	KEVAN D FLORY	CONTRACTED BUILDING/ZONING INSPECTO 249-371-801.024	3,415.00
				----- 3,705.00
51478	04/08/2014	KIRTLAND COMMUNITY COLLEGE	MARCH MILLAGE, COMM. FOREST, IFT, PER 214-806-940.010	88,573.24
51479	04/08/2014	KIRTLAND COMMUNITY COLLEGE	2013 SETTLEMENT DELQ TAXES 516-000-026.000-TAX201300	808.80
51480	04/08/2014	KSS ENTERPRISES	864820 ICE MELT 208-752-726.025	45.07
51481	04/08/2014	LIVINGSTON TOWNSHIP TREAS	2013 SETTLEMENT 516-000-026.000-TAX201300	8,039.25
51482	04/08/2014	MAXIMUM SECURITY	6204 MONITOR VISITOR CENTER & BATH HC 209-751-726.000	209.94
51482	04/08/2014	MAXIMUM SECURITY	6353 MAY -JULY 2014 212-430-920.410	89.97
				----- 299.91
51483	04/08/2014	MDJA	2014 DUES - HON. PATRICIA A. MORSE 101-131-930.600	200.00
51484	04/08/2014	MEYER ACE	15163 SAND 588-699-726.025	101.83
51485	04/08/2014	MICHAEL MANG	PLANNING COMMISSION MEETING/3.17.20 101-721-703.040	40.00

51486	04/08/2014	MICHELLE FRAKES	MEDICAL EXAMINER	101-648-801.020	610.00
51486	04/08/2014	MICHELLE FRAKES	MEDICAL EXAMINER	101-648-930.500	36.50
					----- 646.50
51487	04/08/2014	MID NORTH PRINTING INC	INV. 82869 OF 2-26-2014; INV 82914 OF 3-2	101-267-726.000	158.10
51488	04/08/2014	MID STATES BOLT & SCREW CO	30253587 BUS #6	588-699-726.050	41.22
51489	04/08/2014	MISTER T'S GLASS	JAIL TRANS VAN FRONT WINDSHIELD DAMA	101-351-920.400	354.59
51490	04/08/2014	NEW CENTURY SIGNS	JAIL VAN DECAL REPLACEMENT FROM DAM	101-351-920.400	74.59
51491	04/08/2014	NMCOA	2014 MEMBERSHIP/VERN SCHLAUD	249-371-930.600	100.00
51492	04/08/2014	NORTH EXCAVATING & ASPHALTING	INV# 140400	226-528-940.010	180.00
51493	04/08/2014	NORTH POINTE PLUMBING & HEATING	207627 A/C	212-430-726.050	196.88
51494	04/08/2014	NORTHERN CREDIT BUREAU	INV 10011 HOUSING CREDIT REPORTS	233-690-930.150	45.50
51495	04/08/2014	NORTHERN ENERGY, INC	1052706 SHOP SUPPLIES/ LIFTS	588-699-726.050	610.50

51496	04/08/2014	Northern Mich Society for HR Manage	DUES JAN - DEC 2014 NORTHERN MICHIGAI	645-270-930.600	65.00
51497	04/08/2014	NORTHERN MICHIGAN REVIEW	GAYLORD HERALD TIMES/PUBLIC HEARING-	101-721-930.300	67.50
51497	04/08/2014	NORTHERN MICHIGAN REVIEW	ADS FOR GROEN PROPERTY	209-751-930.300	50.76
51497	04/08/2014	NORTHERN MICHIGAN REVIEW	00401626 SHOT CLINIC AD	212-430-930.300	62.50
51497	04/08/2014	NORTHERN MICHIGAN REVIEW	ACCT 14117214 PUBLIC HEARING NOTICE A	233-690-930.300	57.50
51497	04/08/2014	NORTHERN MICHIGAN REVIEW	ACCT# 14120357	266-901-970.420	60.00
51497	04/08/2014	NORTHERN MICHIGAN REVIEW	00401739-05360836 BUS AIDE; PRIME TIMI	588-699-930.300	257.60
					----- 555.86
51498	04/08/2014	NORTHWESTERN BANK-CARDMEMBEF	ACTIVITY 2/14/14-3/13/14	101-253-704.400	199.00
51498	04/08/2014	NORTHWESTERN BANK-CARDMEMBEF	ACTIVITY 2/14/14-3/13/14	101-351-726.000	699.00
51498	04/08/2014	NORTHWESTERN BANK-CARDMEMBEF	ACTIVITY 2/14/14-3/13/14	499-901-970.200-INFO CTRO	343.55
					----- 1,241.55
51499	04/08/2014	ODS THE DOOR SPECIALIST	12662 CLOSURE FOR BACK DOOR, LEVER &	208-752-726.050	740.00
51500	04/08/2014	OTSEGO CLUB & RESORT	RESTITUTION 04-3045FH	701-000-271.000	150.00
51501	04/08/2014	OTSEGO CONSERVATION DISTRICT	INV# 324 (RECYCLING PROGRAM)	226-528-940.010	5,000.00
51502	04/08/2014	OTSEGO COUNTY BUS SYSTEM	INV# 816 VEH#697 REPLACE O2 SENSOR, RI	101-301-726.050	234.19
51502	04/08/2014	OTSEGO COUNTY BUS SYSTEM	#817 JAIL TRANS VAN REPAIR	101-351-920.400	67.72
51502	04/08/2014	OTSEGO COUNTY BUS SYSTEM	#818 WORK CAMP VAN MIRROR DAMAGE F	205-301-726.050	225.28
					----- 527.19
51503	04/08/2014	OTSEGO COUNTY PARKS & RECREATIC	10-105-DL RESTITUTION PMT TREVOR LEWI	701-000-271.148	100.00

51504	04/08/2014	OTSEGO LAKE TWP TREAS	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201301	38,502.85
51505	04/08/2014	OTSEGO OUTDOOR MAINTENANCE	6037 SNOW PLOWING	208-752-920.320	108.00
51506	04/08/2014	OTTAWA COUNTY SHERIFF'S OFFICE	2014 MARINE SAFETY DEPUTY TRAINING AC	101-331-704.400	125.00
51507	04/08/2014	PAC MAIL	MDOT MAILING	281-537-930.450	13.34
51508	04/08/2014	PENELOPE SHEPHERD	PEOPLE V JAMES ANDERSON CHEATOM: 1/	101-131-801.030	179.33
51508	04/08/2014	PENELOPE SHEPHERD	1-8-14 TRANS PEOPLE V BROWN & SMITH; I	101-267-726.000	12.65
					<u>191.98</u>
51509	04/08/2014	PERPICH CAPITAL GROUP INC	0319141933 SHOP TOOL	588-699-726.050	150.65
51510	04/08/2014	PITNEY BOWES INC	POSTAGE METER LEASE JAN.- APRIL 2014	101-721-930.450	112.50
51510	04/08/2014	PITNEY BOWES INC	POSTAGE METER LEASE JAN.- APRIL 2014	249-371-930.450	112.50
					<u>225.00</u>
51511	04/08/2014	PRO-BUILD	325989 TREATED LUMBER	209-751-726.000	16.52
51512	04/08/2014	QUILL CORPORATION	TONER	101-131-726.000	93.49
51513	04/08/2014	RANDY STULTS	PLANNING COMMISSION MEETING/3.17.20	101-721-703.040	40.00

51513	04/08/2014	RANDY STULTS	PLANNING COMMISSION MEETING/3.17.20	101-721-930.500	17.00
					----- 57.00
51514	04/08/2014	ROB LINSTRUM	MEDICAL EXAMINER	101-648-801.020	785.00
51514	04/08/2014	ROB LINSTRUM	MEDICAL EXAMINER	101-648-930.500	373.50
					----- 1,158.50
51515	04/08/2014	ROBERT PAUL BRADLEY	MARCH 2014 WEEKEND DRUG TESTER: MAI	101-131-940.010	160.00
51516	04/08/2014	RONALD KORONKA	INV#840243 (SNOW REMOVAL)	226-528-940.010	336.00
51517	04/08/2014	ROSCOMMON COUNTY	13-106-DL JUSTUS PLACEMENT 03/13/14 T	292-662-930.810	158.00
51518	04/08/2014	SCIENTIFIC BRAKE & EQUIPMENT COM	2240790031 STOCK	588-699-726.050	315.90
51519	04/08/2014	SCOTT T BEATTY	MARCH 2014 FOC REFEREE HEARINGS	215-141-940.010	2,250.00
51520	04/08/2014	SECURUS TECHNOLOGIES T-NETIX	INMATE PHONES TIME SALES FOR MARCH 2	101-351-930.210-INMT0000	1,399.00
51521	04/08/2014	SOUL PURPOSE COUNSELING & CONSI	MARCH 2014 MENTAL HEALTH COUNSELIN	101-133-940.010	1,305.00
51522	04/08/2014	SPECIALTIES INC	112746 BOXES FOR CATS	212-430-726.000	328.74
51523	04/08/2014	STANDARD ELECTRIC COMPANY	BATHROOM LIGHTS INVOICE# 511631-01	281-537-726.050	30.00

51524	04/08/2014	STAPLES BUSINESS ADVANTAGE	DET 1046110	101-000-106.000	98.85
51524	04/08/2014	STAPLES BUSINESS ADVANTAGE	INV#3225703004 (LETTER PADS & LARGE EI	101-101-726.000	21.49
51524	04/08/2014	STAPLES BUSINESS ADVANTAGE	INV#3225703004 (LETTER PADS & LARGE EI	645-172-726.000	20.99
51524	04/08/2014	STAPLES BUSINESS ADVANTAGE	DET 1046110	645-201-726.000	(35.29)
					<u>106.04</u>
51525	04/08/2014	STATE OF MICHIGAN	2014 1ST QTR	701-000-228.040	4,724.06
51526	04/08/2014	STATE OF MICHIGAN	ESCHEAT CHECK	701-000-268.000	20.00
51527	04/08/2014	STATE OF MICHIGAN	CIRCUIT CRT MARCH 2014 MONTH END	701-000-228.037	694.08
51527	04/08/2014	STATE OF MICHIGAN	CIRCUIT CRT MARCH 2014 MONTH END	701-000-228.042	300.00
51527	04/08/2014	STATE OF MICHIGAN	CIRCUIT CRT MARCH 2014 MONTH END	701-000-228.057	50.00
51527	04/08/2014	STATE OF MICHIGAN	CIRCUIT CRT MARCH 2014 MONTH END	701-000-228.058	2,261.00
51527	04/08/2014	STATE OF MICHIGAN	CIRCUIT CRT MARCH 2014 MONTH END	701-000-228.059	615.99
					<u>3,921.07</u>
51528	04/08/2014	STATE OF MICHIGAN	PROBATE COURT MARCH 2014 MONTH ENI	701-000-228.006	587.98
51528	04/08/2014	STATE OF MICHIGAN	PROBATE COURT MARCH 2014 MONTH ENI	701-000-228.037	22.50
51528	04/08/2014	STATE OF MICHIGAN	PROBATE COURT MARCH 2014 MONTH ENI	701-000-228.042	250.00
51528	04/08/2014	STATE OF MICHIGAN	PROBATE COURT MARCH 2014 MONTH ENI	701-000-228.058	900.00
51528	04/08/2014	STATE OF MICHIGAN	PROBATE COURT MARCH 2014 MONTH ENI	701-000-228.059	100.00
					<u>1,860.48</u>
51529	04/08/2014	STATE OF MICHIGAN	MARCH 2014 MONTH END	701-000-228.005	14.00

51530	04/08/2014	STATE OF MICHIGAN	DISBURSE PRE INTEREST ON STATE DENIALS 701-000-226.000		169.04
51531	04/08/2014	STEVE RIOZZI	4/3 PER DIEM HOUSING MEETING/PUBLIC F 233-690-703.040		40.00
51532	04/08/2014	SUZANNE PARSELL	14-33-DL HOXIE TRANSPORT ON 3/28/14	101-134-940.010	22.00
51532	04/08/2014	SUZANNE PARSELL	14-33-DL HOXIE TRANSPORT ON 03/28/14	292-662-930.830	4.00
					<u>26.00</u>
51533	04/08/2014	SWANSON SERVICES CORP	INV #GR36780 THRU GR37177 3/25/2014 IN 595-351-726.000		2,487.70
51534	04/08/2014	SYSCO - GRAND RAPIDS	INV 403190206 THRU 403260239	101-351-726.025	112.12
51534	04/08/2014	SYSCO - GRAND RAPIDS	INV 403190206 THRU 403260239	101-351-930.700	1,182.95
					<u>1,295.07</u>
51535	04/08/2014	TELE-RAD	INV# 853988	261-427-940.010	2,636.95
51535	04/08/2014	TELE-RAD	INV# 853804	261-901-970.435	2,145.00
51535	04/08/2014	TELE-RAD	853642 BASE RADIO	588-699-940.010	612.00
					<u>5,393.95</u>
51536	04/08/2014	THE BANK OF NEW YORK MELLON	UC BOND PAYMENT #1 FOR 2014	569-906-990.100	185,000.00
51536	04/08/2014	THE BANK OF NEW YORK MELLON	UC BOND PAYMENT #1 FOR 2014	569-906-990.200	26,600.00
					<u>211,600.00</u>
51537	04/08/2014	THOMAS J PUDVAN	MEDICAL EXAMINER	101-648-801.020	696.00
51537	04/08/2014	THOMAS J PUDVAN	MEDICAL EXAMINER	101-648-930.210	40.00
51537	04/08/2014	THOMAS J PUDVAN	MEDICAL EXAMINER	101-648-930.500	12.00
					<u>748.00</u>

51538	04/08/2014	TOTTEN'S BODY SHOP INC	#34157 JAILTRANS VAN FRONT RIGHT DAM.101-351-920.400		847.66
51539	04/08/2014	TRUCK & TRAILER SPECIALITIES	D 1757 STOCK	588-699-726.050	149.66
51540	04/08/2014	UCMAN	1296 WIRELESS CONNECTION AT CENTER	208-752-726.000	59.95
51540	04/08/2014	UCMAN	1290 APRIL 2014	212-430-920.410	400.00
51540	04/08/2014	UCMAN	INV# 1287	261-427-940.010	200.00
51540	04/08/2014	UCMAN	1292 APRIL	588-699-726.000	59.95
					----- 719.90
51541	04/08/2014	UNIVERSITY CENTER AT GAYLORD	GED INTAKE FOR REDMAN #541	595-351-726.000	50.00
51542	04/08/2014	UPPER LAKES TIRE	JET TRUCK TUBE	281-537-920.400	12.67
51543	04/08/2014	US POSTAL SERVICE	41665563	101-000-103.000	1,500.00
51544	04/08/2014	VANDERBILT SCHOOLS	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	72,990.30
51545	04/08/2014	VERIZON WIRELESS	9722197639 MARCH	588-699-930.210	87.52
51546	04/08/2014	VILLAGE OF VANDERBILT TREASURER	2013 SETTLEMENT DELQ TAXES	516-000-026.000-TAX201300	9,970.18
51547	04/08/2014	WAL-MART STORES ASSET PROTECTIO	RESTITUTION 02-2728FH	701-000-271.000	25.00

51548	04/08/2014	WALKER BROTHERS	JET TRUCK RING GEAR	281-537-920.400	127.55
51549	04/08/2014	WALMART COMMUNITY BRC	6032202000802117 ANIMAL CONTROL	212-430-726.000	217.01
51550	04/08/2014	WASH N GO MANAGEMENT INC	INV# 10082 VEH WASHES MARCH 2 - MARC	101-301-920.410	25.00
51550	04/08/2014	WASH N GO MANAGEMENT INC	INV# 10082 VEH WASHES MARCH 2 - MARC	212-430-920.410	10.00
					<u>35.00</u>
51551	04/08/2014	WASTE MANAGEMENT	7328822-1838-9 GARBAGE BILL	208-752-920.200	80.11
51551	04/08/2014	WASTE MANAGEMENT	7328878-1838-1 A/C	212-430-920.410	88.19
51551	04/08/2014	WASTE MANAGEMENT	7328855-1838-9 MARCH	588-699-940.010	136.84
					<u>305.14</u>
51552	04/08/2014	WAYNE ISBELL	14-14-DL RAPPLEY TRANSPORT ON 3/21 & 3	101-134-940.010	32.00
51552	04/08/2014	WAYNE ISBELL	14-14-DL RAPPLEY TRANSPORT ON 03/21 & 292	662-930.830	16.00
					<u>48.00</u>
51553	04/08/2014	WEST PAYMENT CENTER	INV. 829100415; DATE 3-1-14; ACCT 100024	101-267-726.200	178.50
51554	04/08/2014	WILBER AUTOMOTIVE SUPPLY INC	PARTS	281-537-920.400	298.34
51555	04/08/2014	WILLARD L BROWN	PLANNING COMMISSION MEETING/3.17.20	101-721-703.040	40.00
51555	04/08/2014	WILLARD L BROWN	PLANNING COMMISSION MEETING/3.17.20	101-721-930.500	20.00
					<u>60.00</u>

51556	04/08/2014	WILLIAM A PFEIFER	DEFERRAL MEETING ON 3/4/14 & HEARING 101-131-801.023	150.00
51557	04/08/2014	WINN TELECOM	989-705-1786 MARCH 588-699-930.210	500.29
51558	04/08/2014	ZAREMBA EQUIPMENT INC	S 77044 STOCK 588-699-726.050	302.62
51559	04/08/2014	STATE OF MICHIGAN	2004 PAYMENT 701-000-228.040	9,164.44
			TOTAL OF 183 CHECKS	1,819,256.00

Fund	Amount
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Total for fund 101 GENERAL FUND	22,059.67
Total for fund 205 WORK CAMP	246.49
Total for fund 208 PARKS AND RECREATION	1,883.18
Total for fund 209 GROEN NATURE PRESER\	438.55
Total for fund 212 ANIMAL CONTROL	6,421.74
Total for fund 214 M TEC	88,573.24
Total for fund 215 FRIEND OF THE COURT	2,330.00
Total for fund 226 RECYCLING FUND	5,696.00
Total for fund 232 HOUSING COMMISSION	6.10
Total for fund 233 HUD GRANT FUND	1,298.00
Total for fund 249 BUILDING INSPECTION FL	11,675.79
Total for fund 256 REGISTER OF DEEDS AUT	829.31
Total for fund 261 911 SERVICE FUND	5,552.39
Total for fund 262 HOMELAND SECURITY GF	247.68
Total for fund 266 EQUIPMENT FUND	60.00
Total for fund 281 AIRPORT	854.52

Total for fund 292 CHILD CARE FUND	4,798.78
Total for fund 294 VETERANS' TRUST FUND	495.91
Total for fund 497 COURTHOUSE RESTORAT	804.00
Total for fund 499 CAPITAL PROJECTS FUND	343.55
Total for fund 516 DELINQUENT TAX REVOL	1,362,090.17
Total for fund 569 DEBT SERVICE	211,600.00
Total for fund 588 TRANSPORTATION FUND	51,975.56
Total for fund 595 JAIL COMMISSARY	2,727.70
Total for fund 637 BUILDING AND GROUND:	5,163.68
Total for fund 645 ADMINISTRATIVE SERVIC	50.70
Total for fund 701 GENERAL AGENCY	22,405.69
Total for fund 704 PAYROLL IMPREST FUND	8,627.60
TOTAL - ALL FUNDS	1,819,256.00