



## Otsego County Board of Commissioners

225 West Main Street • Gaylord, Michigan 49735

989-731-7520 • Fax 989-731-7529

### NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, July 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 June 24, 2014 w/attachments

Consent Agenda

- A. OCR 14-23 Recognition of 2014 Alpenfest der Bürgermeister - Motion to Adopt
- B. OCR 14-24 Recognition of 2014 Alpenfest Parade Marshal - Motion to Adopt
- C. OCR 14-25 Recognition of 2014 Alpenfest Honored Industry - Motion to Adopt
- D. Area Agency on Aging 2015 Annual Implementation Plan - Motion to Approve

Special Presentation

- A. OCR 14-26 Recognition of Randy Stults
- B. Michigan State University Extension Update - Kelley Hiemstra

Committee Reports

- A. Planning Commission
  - 1. Zoning Ordinance Amendment - Addition of Interchange District

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
  - 1. July 1, 2014 Warrant
  - 2. July 8, 2014 Warrant
- B. Meade & Hunt Contract
- C. Closed Session
- D. Other Business

Public Comment

Board Remarks, Announcements, and Informal Discussions

Adjournment

June 24, 2014

The regular meeting of the Otsego County Board of Commissioners was held at the Alpine Center Complex, 800 Livingston Blvd, Multi-Purpose Room. The meeting was called to order at 9:30 a.m. by Chairman Lee Olsen. Invocation by Commissioner Ken Borton, followed by the Pledge of Allegiance led by Christy Perdue.

Roll Call:

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

Motion by Commissioner Paul Liss, to approve the regular minutes of June 10, 2014. Ayes: Unanimous. Motion carried.

Consent Agenda:

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

Motion to approve FY 2014 General Fund (ORV Grant) Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

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

Motion to approve FY 2015 Budget calendar. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the fee schedule update to add Clerk on-line documents. Ayes: Unanimous. Motion carried. (see attached)

Committee Reports:

Motion by Commissioner Paul Beachnau, to authorize the County Administrator to enter into an agreement with the Otsego County Economic Alliance to provide \$75,000 towards the Streetscape Project, along with the associated budget amendment. Ayes: Paul Beachnau, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown. Nays: Tammy LaBouef, Paul Liss. Motion carried. (see attached)

Motion by Commissioner Paul Beachnau, to adopt Resolution OCR 14-19 Road Commission Millage.

Roll Call Vote:

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

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Beachnau, to adopt Resolution OCR 14-20 EMS Millage.

Roll Call Vote:

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

Nays: Paul Liss.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Beachnau, to adopt Resolution OCR 14-21 Sportsplex Millage.

Roll Call Vote:

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

Nays: Tammy LaBouef, Paul Liss, Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Special Presentation:

Ken Tallsma presented the Board with the Audit.

City Liaison, Township and Village Representative: None.

Correspondence:

The May Financial reports were discussed.

New Business:

Motion by Commissioner Paul Liss, to approve the June 17, 2014 Warrant in the amount of \$222,530.59. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, to approve the June 24, 2014 Warrant in the amount of \$257,379.89. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to adopt Resolution OCR 14-22 honoring Edna Groen.

Roll Call Vote:

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

Nays: None.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Chairman Lee Olsen opened up the meeting for public comment.

Board Remarks:

Commissioner Paul Beachnau had no report.

Commissioner Tammy LaBouef reported on the City Council meeting.

Commissioner Doug Johnson had no report.

Commissioner Erma Backenstose reported on the Otsego Lake Township meeting.

Commissioner Paul Liss had no report.

Commissioner Bruce Brown had no report.

Commissioner Richard Sumerix had no report.

Commissioner Ken Borton announced the MAC annual conference.

Chairman Lee Olsen had no report.

Meeting adjourned at 11:00 a.m.

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Lee Olsen, Chairman

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Susan I. DeFeyer, Otsego County Clerk



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: Homestead Audit Fund

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

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

REVENUE To purchase an upgraded software package for the PRE database *PRE-Principal Residence Exemption*

Account Number	Decrease	Increase
616-050-400.001 Budgeted Use of Fund Balance	\$	\$4,280
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
616-253-970.450 Property Equipment - Software	\$4,280	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$4,280	\$4,280

Rachel Frisch 6/17/14  
 Department Head Signature Date

[Signature] 6/17/14  
 Administrator's Signature Date

6/24/14

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

Board Approval Date (if necessary) Budget Adjustment # Posting Number







## FISCAL YEAR 2015 BUDGET CALENDAR

### 2014

June 24	Board approve calendar
July 18	Finance Director prepares budget packets for distribution to departments. Management Team members also asked to complete narratives, strategic plans, staff justification forms, and equipment request lists using designated format.
August 22	Departments submit completed budget requests, narratives, strategic plans, staff justification forms, and equipment lists to the Finance Director.
TBA	Administration staff conducts initial review of department budgets with department heads and elected officials as necessary.
September 1	Component Units Budgets Due to Finance Director (Parks, Library, U Ctr, EMS, Road Cmsn, Cmsn on Aging, Bus, Sportsplex, M-TEC)
September 23	Board Adopts budgets for September 30 year-end funds, Bus and Cmsn on Aging
September 26	Departmental budgets submitted to Board of Commissioners.
October 14	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., <u>Room 100</u>
October 21	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
October 28	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 4	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 12	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 18&21	Public Hearing notices published in Gaylord Herald Times
November 19	Budget to Ossego County Clerk's Office and Online, Available for Public Review
November 25	Board holds Truth-in-Taxation hearing and Public Hearing on the Budget. Adopts General Appropriations Act resolution.

All Budget Work Sessions will be conducted in Room 212 of the downtown Courthouse, 225 West Main, Gaylord, MI 49735. In compliance with the Americans with Disabilities Act, persons requiring assistance to fully participate in the meeting should contact the County Administrator's office 12 hours prior to the meeting.

## Otsego County Fee Schedule

Updated: November 25, 2013

### AIRPORT

#### Landing Fees (waived with minimum fuel purchase):

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

#### Other Fees:

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

#### Hangar Rentals:

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

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

#### Fuel

Amount based on the market.

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

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

### ANIMAL CONTROL DEPARTMENT

#### License Fees:

##### Before March 1:

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

March 1 or After	
Spayed or Neutered	\$15.00
Unaltered	\$25.00
Unaltered with Pedigree	\$15.00

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

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

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

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

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

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

<b>Submission Fees for Adopted Dogs:</b>	
Dog Submitted by Owner	\$20.00
Dog Submitted Out of County	\$50.00
Stray Dog found In County	No Charge
Stray dogs from Out of County	\$50.00

<b>Litter of Puppies:</b>	
Up to 3 Puppies – In County	\$30.00
Up to 3 Puppies – Out of County	\$60.00
4 to 5 Puppies – In County	\$50.00
4 to 5 Puppies – Out of County	\$65.00
6 Puppies and Up – In County	\$60.00
6 Puppies and Up – Out of County	\$85.00

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

Impoundment Fees of Dogs Picked Up by Officer and Reclaimed

by their Owner:

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

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

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

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

#### **BUS SYSTEM**

System Fares:	
Seniors	\$2.00 one way
Disabled	\$2.00 one way
Students	\$2.50 one way
Adults	\$3.00 one way
Internal Fees:	
Lube, Oil & Filter Change for County Departments	\$28.00
Labor Charge for vehicle repairs	\$45.00 per hour

#### **CLERK/REGISTER OF DEEDS OFFICE**

Vital Record Copies	
First Page	12.00
Each Additional Page	5.00

Note: \$4.00 of deed fee deposited to the MI State Survey and Remonumentation Fund  
Portion of fees deposited into Register of Deeds' Automation Fund per  
MCL 600.2568

Add

On-Line Clerk/ROD Documents

\$5.00 transaction fee

\$1.00 per page copy fee

(set up group users through ROD Office)

\$50.00 monthly group user fee

Qualified Voter Registration File (Bagley Twp is not available)

Digital Copy

\$0.02 per voter

Hardcopies

\$10.00 per municipality

Clerk & Register of Deeds Record Copies

\$1.00 per page

Carrying Concealed Weapons Permit (CCW)

\$105.00

Register of Deeds Record Searches

\$5.00 per name searched

Register of Deed Document Recordings

Recording Fees

First Page

14.00

Additional Pages

3.00 Each

Recording Fee Check Overages

County retains first \$10.00 of recording check overages.

Recording check overages over \$10.00 result in document rejection.

**COMMISSIONERS**

Annual Salaries

Chairperson

\$10,800

Commissioners:

\$9,600

Per Diem Rates

Half-Day (under 4 hours)

\$40.00

Full-Day (over 4 hours)

\$80.00

**EQUALIZATION OFFICE**

Copies in the Office:

Self Serve

Single copies (8½" x 11", 8½" x 14")

\$1.00 each

Single Color Copies (8½" x 11", 8½" x 14")

\$3.00 each

Up to four copies (11" x 17")

\$2.00 each

4 or more copies (11" x 17") if from plat book for other than owner.

\$3.00 each

Color Copies (8

If Done by Staff

Double the cost for copies

Print Outs from Equalizer:

\$1.00 each

For printing on 8½" x 11" paper.

Lists from the Equalizer:

Name and address only	\$0.30 each
Name, address and description	\$0.35 each
Name, address, description and value	\$0.40 each
If done by staff from mapping computer	\$0.50 each

**For Downloads of Electronic Data (Equalizer Program)**

For entire County or entire Township	
Public sector	\$500.00 per request
Private sector	\$1,000.00 per request

**Maps (8½" x 11") from MapInfo**

Maps from computer with staff assistance	\$20.00 each
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If additional information is required on maps, use pricing from above list.

**Other Office Fees:**

<b>Aerials</b>	
1st copy	\$20.00 each
Each additional copy	\$15.00 each
Color (11" x 17")	\$25.00
Color (D and E Size)	\$40.00

<b>Faxed Information</b>	
Each sheet	\$ 5.00 each

House Numbers	\$25.00 per request
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**Geographic Information System Map Digital Data Pricing:**

**For Public Sector**

**Subscriptions Rate:  
(Layers Include Road, Water, and Parcel)**

<b>Public Sector (single town and range)</b>	
Annual Update:	0.20 per parcel
Quarterly Update:	\$0.35 per parcel

<b>Public Sector (for multiple town and ranges)</b>	
Annual Update:	\$0.20 per parcel
Quarterly Update:	\$0.35 per parcel

<b>Public Sector (entire county)</b>	
Annual Update:	\$0.20 per parcel
Quarterly Update:	\$0.35 per parcel

**For Private Sector**

**Subscriptions Rate:  
(Layers Include Road, Water, and Parcel)**

<b>Private Sector (single town and range)</b>	
Annual Update:	\$0.30 per parcel
Quarterly Update:	\$0.50 per parcel

Private Sector (for multiple town and ranges)	
Annual Update:	\$0.30 per parcel
Quarterly Update:	\$0.50 per parcel
Private Sector (entire county)	
Annual Update:	\$6,500.00
Quarterly Update:	\$2,500.00 per quarter
Road Centerline GIS Layer	\$1,000.00

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

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

#### FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

The cost for FOIA Requests include the cost of the wages and fringe benefits of the lowest paid employee in the office capable of gathering data for the duration of the time it takes to process/prepare request, along with a cost of \$1.00 per page for copies, and any postage fees. (Please see the Otsego County FOIA Policy for more information)

#### HOUSING DEPARTMENT

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

#### LAND USE SERVICES DEPARTMENT

##### Building Fees:

Permit Application Fee	35.00
For Building Permits:	
ICC Fee Schedule and type of construction is used for all permits.	
Electrical, Mechanical and Plumbing Permits are calculated based upon the itemized permit applications.	
For projects not involving a square footage calculation	\$50.00
Residential Plan Reviews	15% of Permit Fee
Commercial Plan Reviews	.0015 times the value of the project
Inspections	\$50.00 per inspection

##### Planning & Zoning Fees:

Zoning Permits:	
Application Fee	\$35.00
Single Family Dwelling	\$45.00

Residential Addition	\$45.00
Accessory buildings	\$45.00
Decks	\$30.00
Non-residential Signs	\$45.00
Residential Signs	No charge
Shoreland Permits	\$100.00
Sheds less than 200 sf	\$25.00
Fences	\$25.00
Camping Trailers	\$30.00
Home Occupations	\$30.00
Zoning Re-Inspection Fee (additional inspections)	\$50.00
Commercial Site Plan Review - In-house	\$100.00
Land Divisions:	
Hayes, Livingston & Chester Twps.	\$100.00
Bagley, Corwith, Dover, Elmira & Otsego Lake Twps.	\$25.00
Planning Commission Permits:	
Site Plan Review	\$500.00
Special Use Permit	\$700.00
Rezoning Request	\$700.00
Planning Commission Permits: (When Special Meeting is Required)	
Site Plan Review	\$950.00
Special Use Permit	\$950.00
Rezoning Request: (1 to 5 parcels)	\$950.00
Rezoning Request: (6 to 10 parcels)	\$1,050.00
Rezoning Request: (11 or more parcels)	\$1,150.00
Zoning Board of Appeals Hearings:	
Variance Request	\$400.00
Appeal-Interpretation	\$400.00
Zoning Board of Appeals Hearings: (When Special Meeting is Required)	
Variance Request	\$800.00
Appeal-Interpretation	\$800.00

## MEDICAL EXAMINER

### Proposed rates:

Medical Examiner	\$10,000/annual
Deputy Medical Investigator On-Call	\$100/mo
On Scene Response and In-person autopsy consultation	\$60/hr
Body Transport	\$50/hr
Training Time	\$25/hr
ME Records Clerk	\$500/annual
Chief Deputy Medical Investigator	\$5,000/annual

This includes all duties of the Chief Deputy Medical Investigator including, but not limited to deputy medical examiner scheduling, autopsy scheduling and phone consultation, all other communications, preparation of paperwork, billing preparation

and review, scheduling autopsies at the most reasonable cost, and all other items not specifically listed in the fee schedule. Arrange for autopsies at the most reasonable cost. The annual payment amount shall be paid in monthly increments, and shall be based on performing all duties listed in the above description.

Chief Deputy Medical Investigator Cell Phone Reimbursement \$40/mo

**PARKS & RECREATION**

Otsego Lake County Park

Otsego County Residents:

Day Park Pass	\$4.00
Season Park Pass	\$15.00
Season Park Pass - Seniors (age 60 and over)	\$7.00
Camping Vehicle Permits (May 2 - September 25)	\$25.00 per night
Camping Vehicle Permits (April 1 - May 1; Sept. 26 - Nov. 1)	\$12.00 per night
Pavillion Rental (Saturday and Sunday)	\$65.00
Pavillion Rental (Weekdays)	\$60.00
Camping Vehicle Permits	\$3.00
Special Event Camping Fee (addition to standard fees)	\$10.00 per stay

Non-Otsego County Residents:

Day Park Pass	\$4.00
Season Park Pass	\$15.00
Season Park Pass - Seniors (age 60 and over)	\$7.00
Camping Vehicle Permits (May 2 - September 25)	\$26.00 per night
Camping Vehicle Permits (April 1 - May 1; Sept. 26 - Nov. 1)	\$12.00 per night
Pavillion Rental (Saturday and Sunday)	\$65.00
Pavillion Rental (Weekdays)	\$60.00
Camping Vehicle Permits	\$4.00
Special Event Camping Fee (addition to standard fees)	\$10.00 per stay

Community Center

Day Pass	\$1.00
Rental of Entire Community Center 1-1/2 hours	\$25.00
Rental of Half of Community Center 1-1/2 hours	\$15.00
Rental of Entire Community Center 2 hours	\$30.00
Rental of Entire Community Center 3 hours	\$50.00
Rental of Entire Community Center 4 hours	\$60.00
Use of Scoreboard and/or Volleyball Equipment	\$5.00
Overnight Lock-ins (Friday or Saturday) 8pm - 8am	\$175.00

**SHERIFF**

Civil Division

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

Jail

PBT (Preliminary Breath Test)	\$2.00 plus \$1.00 breath tube
State Booking Fee/MCOTC	\$2.00
Local Booking Fee	\$10.00
Bond Fee	\$10.00

Damages to Jail Property	Replacement/Prosecution
Housing	\$30.00 per day/Sentenced
Indigent Supplies	Cost per item provided
Medical	As billed by provider
OTC Medical	Per store receipt
Rx Medication	As billed by pharmacy
OUIL Fee	\$5.00
Postage	Current USPS rates
Safety Ink Pen	\$0.60
Starter Pak (Grooming Items)	\$1.50 (Indigent)
Tether	\$15.00/day
Work Release	\$15.00/day

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

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

**SOIL EROSION PERMIT FEES**

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

**TREASURER**

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

**Check Overages**

County retains first \$10.00 of check overages.  
Check overages over \$10.00 result in payment rejection.

**VETERANS**

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

**GENERAL**

Checks returned for Non Sufficient Funds	\$25.00
Conference Room Rental	
Half-Day	\$45.00
Full-Day	\$60.00
Clean-Up Fee - Charged when room is not returned in original setup and condition.	\$25.00

Note: Fees for conference room rentals are waived for court-ordered meetings.

Laminating \$1.00 per item unless otherwise noted

Mileage: (only valid for trips over 1 mile) \$0.50 per mile

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



**RESOLUTION NO. OCR 14-19**

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A  
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR IMPROVEMENTS  
AND CONSTRUCTION OF EXISTING LOCAL ROADS  
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE  
AT THE NOVEMBER 4, 2014 GENERAL ELECTION**

**OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 24, 2014**

**Recitals**

**WHEREAS**, the Otsego County Road Commission is tasked with the maintenance of county roads;  
and

**WHEREAS**, funding has been insufficient to adequately maintain the County road system; and

**WHEREAS**, the Otsego County Road Commission formed a Committee to review the issue with  
the result being a recommendation to request a millage to be placed on the November 4,  
2014 ballot to provide for funding for road resurfacing and reconstruction for County, City  
and Village roads; 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 November 4,  
2014 General Election.

**BALLOT LANGUAGE**

**OTSEGO COUNTY**

*This proposal is for a new millage and will permit the County to levy up to one mill to provide funds  
for the improvements and construction of existing primary and local road in Otsego County.*

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the  
amount of ad valorem taxes which may be imposed by the County of Otsego, State of Michigan,  
against taxable property in the County be increased by up to 1 mill (\$1.00 per \$1,000 of taxable  
value) on the taxable value of such property for a period of ten (10) years, 2014 through 2023,  
inclusive, for the purpose of providing funds for improvements and construction of existing primary  
and local roads in Otsego County, including the City of Gaylord and Village of Vanderbilt, and shall  
the Otsego County Board of Commissioners be authorized to levy such millage for these purposes?  
If approved and levied in its entirety, this millage would raise an estimated \$1,141,288 for Otsego  
County in 2014.

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 14-20**

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A  
MILLAGE PROPOSITION TO PROVIDE FUNDS  
FOR MAINTENANCE AND CAPITAL IMPROVEMENTS AND CAPITAL PURCHASES  
FOR THE OTSEGO COUNTY EMERGENCY MEDICAL SERVICES  
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE  
AT THE NOVEMBER 4, 2014 GENERAL ELECTION**

**OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 24, 2014**

**Recitals**

**WHEREAS**, the Otsego County Emergency Medical Services (OCEMS) currently provides advanced life support, ambulance and rescue service to the residents and visitors of Otsego County; and

**WHEREAS**, OCEMS maintains a facility at the County's Alpine Center property to store emergency vehicles and equipment as well as office space for its employees; and

**WHEREAS**, the OCEMS facility is owned by Otsego County; and

**WHEREAS**, OCEMS currently owns equipment that cannot be stored in the facility due to size constraints; and

**WHEREAS**, OCEMS has requested a millage be placed on the November 4, 2014 ballot to provide funds to expand their facility as well as allow for certain capital purchase; 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 November 4, 2014 General Election.

**BALLOT LANGUAGE**

**OTSEGO COUNTY**

*This proposal is for a new millage and will permit the County to levy up to one mill to provide funds for the maintenance and any capital improvements and capital purchases at the Otsego County Emergency Medical Services facility.*

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be imposed by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to 1 mill (\$1.00 per \$1,000 of taxable value) on the taxable value of such property for a period of one (1) year for 2014, inclusive, for the purpose of providing funds for the maintenance and capital improvements at the Otsego County Emergency Medical Services facility, and for capital purchases, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$1,141,288 for Otsego County in 2014.

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 14-21**

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A  
MILLAGE PROPOSITION TO PROVIDE REPAIR AND REPLACEMENT FUNDS  
FOR THE OTSEGO COUNTY SPORTSPLEX  
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE  
AT THE NOVEMBER 4, 2014 GENERAL ELECTION**

**OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 24, 2014**

**Recitals**

**WHEREAS**, Otsego County currently contracts with the Otsego County Sportsplex for the operation and maintenance of the Otsego County Sportsplex; and

**WHEREAS**, the funds to operate and maintain the Sportsplex are currently provided by a millage previously approved by the county electors; and

**WHEREAS**, funds beyond the current operational millage are needed to pay for current and future repairs to the facility; and

**WHEREAS**, the Otsego County Board of Commissioners, at the request of the Otsego County Sportsplex Board, wish to obtain voter approval for a separate millage in the amount of 3/16 mill (.1875 mill) to provide funds for maintaining the Otsego County Sportsplex including all capital improvements; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to submit this millage proposition to the county electors at the General Election on November 4, 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 November 4, 2014 General Election.

**BALLOT LANGUAGE**

**OTSEGO COUNTY**

*This proposal is for a new millage and will permit the County to levy up to 3/16 of one mill (\$0.1875 per \$1,000.00 of taxable valuation) to provide funds for the maintenance and any capital improvements at the Otsego County Sportsplex.*

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be imposed by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to 3/16 of one mill (\$0.1875 per \$1,000 of taxable value) on the taxable value of such property for a period of five (5) years, 2014 through 2018, inclusive, for the purpose of providing funds for the maintenance and any capital improvements at the Otsego County Sportsplex, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$213,991 for Otsego County in 2014.

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.

**OCR 14-22**  
**Recognition of 2014 Johannesburg July Fourth Parade Marshal – Edna Groen**  
Otsego County Board of Commissioners  
June 24, 2014

**WHEREAS**, Edna K. Groen has been a great friend to the County of Otsego; and

**WHEREAS**, Edna Groen trained and worked as a registered nurse specializing in geriatric care; and

**WHEREAS**, Edna Groen was married to Louis M. Groen for over 20 years; and

**WHEREAS**, Edna Groen had three children; and

**WHEREAS**, Edna Groen was active for many years as a Girl Scout leader including being able to camp and canoe with the best; and

**WHEREAS**, Edna Groen has been an unfaltering advocate for recreational and educational opportunities for children; and

**WHEREAS**, Edna and Louis Groen did donate land and funds to Otsego County to establish the Louis M. Groen Nature Preserve to benefit the residents of Otsego County and its visitors, and

**WHEREAS**, Mrs. Groen was named as Parade Marshall for the 2014 Johannesburg July 4<sup>th</sup> Parade; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Edna Groen has made to our community especially to its children.



# July 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.

**OCR 14-23**  
**Recognition of 2013 Alpenfest der Bürgermeister – Matt Barresi**

Otsego County Board of Commissioners  
July 8, 2014

**WHEREAS**, Matt Barresi became a resident of Gaylord in 2007 after retiring from the United States Air Force with 22 plus years of distinguished and dedicated military service to our country; and

**WHEREAS**, in that same year Matt started employment with the County of Otsego as a Corrections Officer then after a short time he was promoted to Director of the Gaylord Regional Airport in 2008; and

**WHEREAS**, Matt had an illustrious career in the United States Air Force receiving numerous commendations; and

**WHEREAS**, Matt served in many locations including South Korea, Belgium, England, and Iraq; and

**WHEREAS**, Matt serves on many boards and organizations including the Michigan Association of Airport Executives, Kiwanis, Rotary, and former senior vice commander of the Ralph Holewinski VFW Post 1518; and

**WHEREAS**, Matt is a huge supporter and has worked countless hours on the annual Wings Over Gaylord Airshow; and

**WHEREAS**, Matt always brings enthusiasm and energy to any project he undertakes; and

**WHEREAS**, the Gaylord Herald Times has named Matt Barresi as the 2014 Alpenfest der Bürgermeister; and

**WHEREAS**, the County of Otsego recognizes that one of its greatest assets is the strength, diversity and commitment of its community members; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Matthew Barresi continues to make in our community.

**OCR 14-24**  
**Recognition of 2013 Alpenfest Parade Marshal – Meghan Aimoe**  
Otsego County Board of Commissioners  
July 8, 2014

**WHEREAS**, Meghan Aimoe is a resident of Gaylord since 1992, and

**WHEREAS**, Meghan is a Realtor at Coldwell Banker Schmidt Real Estate for more than ten years; she also has served on the Alpenfest Board of Directors for nine years and as the Alpenfest Pageant Director for ten years; and

**WHEREAS**, in her free time Meghan enjoys spending it with her two daughters; or playing tennis on the Gaylord Ladies Tennis League, mosaic and ceramic tile work; singing or attending Community Theatre; and

**WHEREAS**, the Alpenfest Board of Directors and the Gaylord Area Chamber of Commerce has named Meghan Aimoe the 2014 Alpenfest Parade Marshal; and

**WHEREAS**, the County of Otsego recognizes that one of its greatest assets is the strength, diversity and commitment of its community members; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Meghan Aimoe has made to our community and to Alpenfest.

**OCR 14-25**  
**Recognition of 2014 Alpenfest Honored Industry – Gaylord Herald Times**  
Otsego County Board of Commissioners  
July 8, 2014

**WHEREAS**, the Gaylord Herald Times newspaper was founded in 1875; and

**WHEREAS**, the Gaylord Herald Times is the oldest business in Otsego County having been founded in the same year as the County; and

**WHEREAS**, in May of 1999, the Gaylord Herald Times advanced from a weekly publication to twice weekly; and

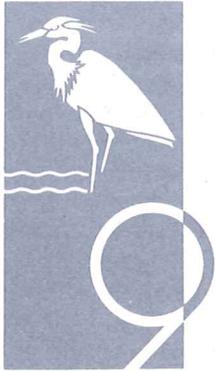
**WHEREAS**, the newspaper also publishes a companion shopping guide, MarketPlace; and

**WHEREAS**, the Herald Times serves all of Otsego County as well as parts of Antrim, Cheboygan, Crawford, Montmorency and Oscoda counties; and

**WHEREAS**, the Alpenfest Honors Committee has named the Gaylord Herald Times as the 2014 Alpenfest Honored Industry; now, therefore, be it

**RESOLVED**, that the County of Otsego recognizes the importance of having a newspaper publication and the significant impact the Gaylord Herald Times has on our community; be it further

**RESOLVED**, that the Otsego County Board of Commissioners, hereby congratulates the Gaylord Herald Times as the recipient of the 2014 Alpenfest Honored Industry.



REGION 9 AREA  
AGENCY ON  
AGING

2375 Gordon Road  
Alpena, MI 49707  
PHONE: 989-356-3474  
FAX: 989-358-6604

Serving the Counties of:  
Alcona  
Alpena  
Arenac  
Cheboygan  
Crawford  
Iosco  
Montmorency  
Ogemaw  
Oscoda  
Otsego  
Presque Isle  
Roscommon

June 13, 2014

Otsego County Courthouse  
Attn: Lee Olsen, Chair  
County Board of Commissioners  
225 W. Main  
Gaylord, Michigan 49735

Dear Mr. Olsen,

Enclosed is the proposed 2015 Annual Implementation Plan for aging services. The plan includes state and federal requirements as well as advocacy and development objectives of the Region 9 Area Agency on Aging.

The Michigan Office of Services to the Aging requires the review of this plan by each County Board of Commissioners within the Region 9 planning and service area. Review and approval must be documented by either a resolution or by motion in your board minutes by July 30, 2014. Should there be opposition to the plan, it must be specified in writing by the same date. If no written documentation is received, it will be considered passive approval. Documentation may be faxed to (989) 358-6604 or by mail Attn: Connie.

One public hearing was held on May 19, 2014. The plan was then reviewed and endorsed by both the Northeast Michigan Regional Council on Aging and the NEMCSA Board of Directors. As you review this document, please feel comfortable to contact your local Council or Commission on Aging, your board representative or any staff member of the Region 9 Area Agency on Aging for information or clarification.

It should be noted that the approval and implementation of this plan requires no monetary support by the board of commissioners. It is our pleasure to act on behalf of the older population of your county to bring both federal and state funds for services.

Thank you for your attention to this matter. We look forward to working with you to provide services to the elderly population of Otsego County.

Sincerely,

Laurie L. Sauer  
Director



A Division of  
Northeast Michigan  
Community Services  
Agency

*The mission of the Region 9 Area Agency on Aging is to promote lifelong independence and dignity for all individuals and to assist the aged and disabled in meeting that goal.*



## 2015 ANNUAL IMPLEMENTATION PLAN REGION IX AREA AGENCY ON AGING 9



**Areas Served**  
Alcona, Alpena, Arenac,  
Cheboygan, Crawford, Iosco,  
Montmorency, Ogemaw, Oscoda, Otsego  
Presque Isle, Roscommon counties

**Northeast Michigan Community Service Agency, Inc.**  
**2375 Gordon Road**  
**Alpena, MI 49707**  
**989-356-3474**  
**1-800-219-2273**  
**989-358-6604 (Fax)**  
**Laurie Sauer, Director**  
**[www.nemcsa.org](http://www.nemcsa.org)**

Field Representative Dan Doezema, 231-929-2531  
[doezemad@michigan.gov](mailto:doezemad@michigan.gov)

# ANNUAL & MULTI YEAR IMPLEMENTATION PLANS



Office of Services to the Aging

2014-2016

Northeast MI Community Services Agency, Inc.

FY: 2015

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Northeast MI Community Services Agency, Inc.

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**County/Local Unit of Govt. Review**

The AAA must send a letter requesting approval of the final AIP by no later than June 30, 2014, with delivery and signature confirmation, to the chairperson of each County Board of Commissioners within the PSA requesting approval by August 1, 2014. For a PSA comprised of a single county or portion of the county, approval of the AIP is to be requested from each local unit of government within the PSA. If the AAA does not receive a response from the county or local unit of government by August 4, 2014, the AIP is deemed passively approved. The AAA must notify their OSA field representative by August 5, 2014 whether their counties or local units of government formally approved, passively approved, or disapproved the AIP.

The AAA may use electronic communication, including e-mail and website based documents, as an option for acquiring local government review and approval of the Area Plan. To employ this option, the AAA must:

--Send a letter through the US Mail, with delivery and signature confirmation, to the chief elected official of each appropriate local government advising them of the availability of the final draft AIP/MYP on the area agency's website. Instructions for how to view and print the document must be included.

--Offer to provide a printed copy of the AIP/MYP via US Mail or an electronic copy, via e-mail, if requested.

--Be available to discuss the AIP/MYP with local government officials, if requested.

--Request e-mail notification from the local unit of government of their approval of the AIP/MYP, or their related concerns.

Describe the efforts made to distribute the AIP to and, gain support, from the appropriate county and/or local units of government.

**AAA Response:**

As part of its effort to ensure all communities within the service area have an opportunity to comment on the FY 2015 Annual Implementation Plan, Region 9 Area Agency on Aging (AAA) held a public hearing in Alpena County on May 19, 2014, in conjunction with the regional advisory board's monthly meeting. The Public Hearing opened at 1 p.m. Notice of the public hearing was submitted to all local newspapers in the 12-county service area on Monday, April 7, for publication the week of April 13.

A draft of the plan was made available on the NEMCSA website on May 2, 2014. This provided an opportunity for all community and governmental entities, as well as private individuals, to learn about and comment on the plan. Written comment was accepted until June 2, 2014; however, no comments were received. In addition, all county Boards of Commissioners within the region received a copy of the plan and a request for review with action by the board in terms of approval or disapproval. A letter and copy of the proposed 2015 AIP was sent by registered mail to each entity for delivery the week of June 16, 2014,

# ANNUAL & MULTI YEAR IMPLEMENTATION PLANS



Office of Services to the Aging

2014-2016

**Northeast MI Community Services Agency, Inc.**

**FY: 2015**

requesting Letters of Approval from each county no later than August 1, 2014, providing several weeks for review and approval. This also accommodates the different monthly meeting schedules of each entity.

Each county board has representation on the NEMCSA Policy Board and each local Council or Commission on Aging has representation on the Northeast Michigan Regional Council on Aging. This provides a broad range of involvement for each county in the development and comment phases of the process.

The Region 9 Area Agency on Aging continues to provide minutes of Northeast Michigan Regional Council on Aging meetings to local county boards in the service area. The additional information is intended to increase awareness of the AAA's functions, activities and plans, as well as encourage support and involvement in all facets of the AAA planning and advocacy strategies.

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**Plan Highlights**

**The purpose of the Plan Highlights is to provide a succinct description of the priorities being set by the Area Agency for the use of OAA and State funding during FY 2015. The Plan Highlights must include:**

- A brief history of the Area Agency and respective PSA that provides a context for the AIP.**
- A summary of services to be provided under the plan which includes identification of the five service categories receiving the most funds and the five service categories with the greatest number of anticipated participants.**
- Highlights of planned program development objectives.**
- A description of planned special projects and partnerships.**
- A description of specific management initiatives the Area Agency plans to undertake to achieve increased efficiency in service delivery.**
- A description of how the Area Agency's strategy for developing non-formula resources, including utilization of volunteers, will support implementation of the AIP.**

**Please note there are separate text boxes for response to each bullet item.**

**1. A brief history of the area agency and respective PSA that provides a context for the AIP.**

Northeast Michigan Community Service Agency, Inc. (NEMCSA) is the applicant agency; however, the Region 9 Area Agency on Aging (a division of NEMCSA) will be providing the services. NEMCSA is a private, non-profit Community Action Agency – part of a state and national network. The core service area of the agency consists of 6,300 square miles that include 11 northeast Michigan counties: Alcona, Alpena, Arenac, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego and Presque Isle. The Region 9 Area Agency on Aging (AAA) Division provides services in one additional county, Roscommon, bringing the service and planning area to more than 6,800 square miles. The central office is located in Alpena. The agency was incorporated in the fall of 1968. Services for older persons began in 1973 with the offering of a congregate meal program. The following year, the agency received the designation of being an Area Agency on Aging and with that came \$1,500 (per county) to provide services. A required element in achieving the designation was that the AAA had to be a single organizational unit within a multi-purpose agency. The multi-faceted divisions and programs that make up NEMCSA made it the perfect agency for such a designation. The designation must be renewed through board action every three years. The mission of NEMCSA is to provide quality planning, programs and services to individuals, families and communities through the best use of human and financial resources. To carry out this mission, the agency brings together federal and state grant funds, as well as dollars from local, private and public sources. These resources are then directed into programs that aid the poor and otherwise disadvantaged throughout the age spectrum, from infants to the elderly. The funds include targeted dollars aimed at very specific problems as well as dollars that are more flexible in nature. The agency is divided into six programmatic divisions: Early Childhood Services [(Head Start and Early Head Start) covering 21 counties]; School Success; Region

### Northeast MI Community Services Agency, Inc.

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9 Area Agency On Aging (AAA, providing Waiver and Care Management Home and Community Based Services); Client Services; Volunteer Programs; and Community Development. These divisions serve the region with a variety of programs, which have different eligibility criteria and service areas. Central accounting, personnel, clerical and information management staff support all program areas. Established under the Older Americans Act of 1965, each Area Agency on Aging is charged with the responsibility of preparing a multi-year plan that will foster a comprehensive, coordinated system of service for older persons in its planning and service area (PSA). Region 9 Area Agency on Aging (AAA) is designated by the Michigan Office of Services to the Aging (OSA) to serve the above mentioned counties. Part of the mission of the Region 9 AAA is to help older adults and adults with disabilities live with dignity and choices in their homes and communities for as long as possible.

### **2. A summary of services to be provided under the plan which includes identification of the five service categories receiving the most funds and the five service categories with the greatest number of anticipated participants.**

This plan will provide detail of the agency's projected activities for the planning period of Fiscal Year 2015. As in previous years, this plan focuses on efforts to:

- continue providing person-centered access to information
- continue evidence-based disease prevention and health promotion
- continue community based care options in coordination with the Michigan Office of Services to the Aging goals
- continue development of Aging Disability Resource Collaborative (ADRC), now that it has received emerging status

The plan builds upon the successes of earlier program activities and core contracted services. Past program development objectives outlined in the previous plans remain relatively unchanged. Some highlights for FY15 include:

- Person-Centered Planning/Thinking training for new staff and partner agencies
- Elder Abuse Prevention and Awareness Conference
- In-home service provider trainings

Although a variety of services are provided through funding received and subcontracted to various partners, including the council/commissions on aging, the five programs receiving the most funding are Personal Care, Homemaker, Respite, Congregate Meals and Home Delivered Meals. Subsequently, these are the programs that have the most impact as regards number of people served. These programs will continue to be supported, as well as many others that are equally as important in assisting the aged and persons with disabilities in remaining in their own homes for as long as they chose.

Services to remain part of the FY 2015 plan include (FY13 data):

- Congregate Meals (163,202 meals; 6,042 clients)
- Home Delivered Meals (455,588 meals; 2,588 clients)
- In-Home Services (86,675 units; 1,966 clients)
  - Homemaking (1,335 clients; 59,601 units)
  - Personal Care (422 clients; 14,321 units)
  - Respite Care (209 clients; 12,753 units)
  - Adult Day Care Respite (53 clients; 10,865 units)

### Northeast MI Community Services Agency, Inc.

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- Long Term Care Ombudsman (575 program contacts; 158 issues resolved)
- Legal Assistance (144 clients; 613 units)
- Evidence Based Disease Prevention (212 enrollees; 155 completions)  
(PATH, Diabetes PATH, Matter of Balance)
- National Family Caregivers Support Program (69 served; \$15,912)
- Care Management (309 clients; 1,886 units)
- Medicare Medicaid Assistance Program (4,339 served in the agency's fiscal year, not the contract year)
- Nursing Facility Transitions (1003 clients)
- Person-Centered Thinking (7 new staff trained)
- Medication Management (18 clients; 950 units)

These supportive services are an integral component in achieving the outcome of allowing seniors and disabled persons to live in their own homes and communities for as long as possible.

It is the intent of the AAA to contract out all funds for Elder Abuse Prevention and Education. However, the AAA will retain the option of keeping some funds in a purchase of services pool, should proposals not meet regional goals. Two elder abuse prevention conferences will be held in September 2014 at different locations. The event agendas will be the same, but the separate locations are central to all counties and will allow people to attend without a long drive. This is expected to continue in FY15.

### 3. Highlights of planned program development objectives.

Program objectives are planned for several of the 10 state-identified goals. Objectives to be met under the first goal of health and nutrition include continued oversight of the congregate and home delivered meal programs that have been contracted to our councils/commissions on aging. An effort started in FY14 and expected to continue in FY15 is to have AAA case managers be trained in the MiCafe program to assist seniors in applying for Supplemental Nutrition Assistance Program (SNAP) benefits. Continued efforts in the development of the ADRC and targeted outreach will ensure that older adults and persons with disabilities have a choice in where they live through increased access to information and services, which is goal two.

Protecting older adults from abuse and exploitation is multi-faceted and involves efforts that fit under the umbrella of both goals three and eight. The AAA hosts two day-long elder abuse and exploitation prevention and awareness conferences to increase community involvement and advocacy on behalf of senior citizens. Additionally, the AAA has become involved in one county's effort to address the issue through judicial leadership, focusing on training, advocacy and supportive services for older adults who find themselves in abusive or exploitative situations.

Efforts in addressing goal four - improving the effectiveness, efficiencies and quality of services provided through the state's aging network - include continued exploration of establishing a Care Transitions program; providing technical support to local aging networks; and ensuring in-home service providers have access to affordable, continuing education opportunities to develop and maintain a high level of service to seniors.

Person-centered planning (PCP), the state goal 6, has been a focus of the region for the past few years and will continue to be in the coming fiscal year. The AAA will offer person-centered training in a two-day format to COA staff and ADRC partners to ensure other agencies are utilizing the service model in an effective manner.

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With increased focus on Evidence-Based Disease Prevention (EDBP) programs, the Agency remains committed to providing multiple opportunities for area residents to participate in offerings, in alignment with state goal seven. Some funding is contracted to agencies providing EDBP classes/workshops from the approved list, with a focus being placed on higher level programs (but not excluding level one programs). Programs included, but not limited to, will be Matter of Balance, Personal Action Toward Health (PATH), and Creating Confident Caregivers.

Finally, the AAA will utilize a more detailed client satisfaction survey for participants of care management and MI-Choice waiver programs in a continuous effort to meet the needs of older adults and improve the quality of services delivered.

**4. A description of planned special projects and partnerships.**

The AAA will continue to strengthen relationships with traditional and non-traditional agencies by identifying opportunities for partnering and carrying out new program ventures. Past partners include the Saginaw Chippewa Indian Tribe, federally qualified health centers and disability networks. When feasible, Region 9 has partnered with Regions 7, 10 and 11 for training programs.

Region 9 AAA continues to be at the forefront of supporting communities within its PSA to assess existing infrastructure and design to create a more elder-friendly and livable environment for all ages. Communities must continue to evaluate current offerings and accessibility and implement innovative practices that will help elders remain in their communities, living independently, as long as possible. The AAA supports the COAs through:

- technical assistance and training in relation to NAPIS electronic reporting
- training programs; seminars
- technical assistance with new staff
- funding internet access costs
- identifying grant sources
- advocacy

Region 9 AAA has built a relationship with its COAs that supports them as true community focal points in terms of aging services and supports.

**5. A description of specific management initiatives the area agency plans to undertake to achieve increased efficiency in service delivery.**

Increased efficiency in service delivery and program management is always a goal of the AAA. Through regular monitoring of contractors, the AAA is able to note areas for improved efficiency and often seeks options for greater resolution. In doing so, the AAA has revised reporting tools resulting in improved data collection and program compliance. As turn-over in subcontractor staff has increased marginally, it remains important to provide technical assistance in a one-on-one basis or a group setting. The agency will continue to facilitate quarterly meetings with AAA staff, and COA directors and essential staff. Professional development opportunities for AAA staff, COA directors and in-home care providers will be held. Specific trainings yet to be developed will be offered. Most recent specialized training facilitated by the AAA and provided by the Michigan State Police was on meth lab identification. This is an important topic as many staff visit client homes and need to be aware of what to look for to ensure the safety of vulnerable populations they serve, as well as their own protection. Community outreach will be a focus area to increase awareness of available services. Additionally, the purchase of newer technology will assist AAA field staff in

Northeast MI Community Services Agency, Inc.

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efficiency and enhance their capacity to serve the clientele.

**6. A description of how the area agency's strategy for developing non-formula resources, including utilization of volunteers, will support implementation of the AIP.**

With the ever-changing economic climate, it is imperative that the AAA consider development of resources to facilitate implementation of the plan and new services. While much of the work accomplished by the AAA is not conducive to performance by unpaid helpers, some services do rely on volunteers. The MMAP, LTC Ombudsman, and evidence-based disease prevention programs all utilize volunteers in service delivery. The challenge in doing so is in recruiting the right person to fulfill the need as each program needs a different skill set and has specific requirements. A review of recruiting practices and volunteer risk management policies has taken place. Investing in appropriate training and supportive management is vital to retaining volunteers. Alternative sources of funding will be sought to enhance the training and support for volunteers.

Northeast MI Community Services Agency, Inc.

FY: 2015

### Public Hearings

**In order to gather information regarding the needs of older adults in the PSA, the Area Agency must employ a strategy for gaining input directly from older persons throughout the PSA. The strategy should involve multiple methods and may include a series of input sessions, use of social media, on-line surveys, etc.**

**At least one public hearing on the FY 2015 AIP must be held in the PSA. The hearing must be held in an accessible facility. Persons need not be present at the hearing in order to provide testimony; e-mail and written testimony must be accepted for at least a thirty (30) day period beginning when the summary of the AIP is made available. The public hearing notice should be available at least thirty (30) days in advance of the scheduled hearing. This notice must indicate the availability of a summary of the AIP at least fifteen (15) days prior to the hearing, and information on how to obtain the summary. Persons who should be notified of the public hearing include elected officials, service providers, older adults, Native Americans both on and off reservation, and the general public. All components of the AIP should be available for the public hearings.**

**Complete the chart below regarding your public hearings. Include the date, time, number of attendees and the location and accessibility of each public hearing. Please scan any written testimony as a PDF and upload on this tab. A narrative description of the public input strategy and hearings is also required. Please describe the strategy/approach employed to encourage public attendance and testimony on the Area Plan. Describe all methods used to gain public input and the resultant impact on the Area Plan.**

Date	Location	Time	Is Barrier Free	No of Attendees
05/19/2014	2375 Gordon Rd. Alpena, MI 4	01:00 PM	Yes	23

**Narrative:**

Prior to beginning work on the Annual Implementation Plan for 2015, the Region 9 Area Agency on Aging conducted a survey to garner input from area seniors and persons with disabilities. The one-page survey was distributed to participants in the congregate and home delivered meal programs of the 12 county councils/commissions on aging. Additionally, it was available online through the agency's website. Press releases were sent to all local media explaining where to take the survey and how the data would be used. Over 700 surveys were completed and the results were not surprising. Along with requesting demographic data, survey takers were asked to rank already funded services of Care Management, Long Term Care Ombudsman, Legal Assistance, Personal Care, Homemaking and Respite from most important to least important. They were also given the opportunity to choose from a list of other fundable programs if they believed them to be more important than the previously mentioned six.

The six programs were ranked as follows: Care Management, Homemaking, Personal Care, Respite, Legal Assistance and Long Term Care Ombudsman. Very few other services were chosen as more important than those six; however, Transportation and Home Repair were at the top of the list with 29 and 23 votes, respectively. In the past, transportation and home repair have frequently been identified as needed

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services, but when a choice must be made between funding those programs or a program that allows people to have assistance with bathing or homemaking there has been a hesitancy to pull funding from those basic needs.

Demographic information collected includes 460 people reporting they do not require assistance to move about within their homes and 247 reporting they use a wheelchair, walker or cane. Living arrangements included 337 living on their own and 263 living with a spouse. There were 274 people who were married and 226 who are widowed. Although not all people completed the age question, the majority of survey respondents (41%) were between the ages of 70-79 and 27% fell in the bracket of 80-89. Those ages 60-69 accounted for 21%, while 7% were 90-97 and, finally, 4% were under the age of 60. The oldest person taking the survey was 97 and the youngest was 31. More women than men completed the survey, 59% and 41% respectively.

Twenty-three percent of respondents, which was the majority, had a household income of \$10,001-\$15,000; however, not all completed the income section. Unexpectedly, the bracket of \$30,001 and above had the second highest response with 18% claiming that level of income. Following closely behind with 17% each are the brackets of \$15,001-20,000 and the less than \$10,000. Rounding out the categories were \$20,001-25,000 and \$25,001-\$30,000 with 14% and 9% respectively.

The week of April 7, 2014, the Notice of Public Hearing was submitted to area newspapers for publication in accordance with the required 30 day advance notice. As detailed in the notice, the AIP 2015 was available for viewing May 2, 2014, on the NEMCSA website. Constituents have the opportunity to receive the plan via email or review a copy in person by contacting the Region 9 Area Agency on Aging.

The public hearing was opened at 1:15 pm by Earl Corpe, Chair of the Northeast Michigan Regional Council on Aging.

Susan Bowen provided a PowerPoint presentation and handout materials including the Draft AIP, presentation outline, and the 2015 Ranking Criteria which was brought to this Council last May for approval. We needed to add "Does the proposal address sustainability?" under Section II D. Susan reviewed the plan which included:

- The Older Americans Act of 1965
- The Seven Titles of the Act
- Core Functions of the AAA
- Funding
- AAA Organizational Chart and Planning and Service Area
- Points of Presence – Focal Points
- Determining Need
- 2014 Program Survey Results
- The Ten State Goals and Our Local Objectives
- AAA Direct Services
- Regional Priorities
- Purchase of Service
- Fiscal Year 2015 Planned Services

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- Area Plan Budget
- Advocacy Strategy
- Additional Efforts

The deadline for written testimony and/or electronic testimony is June 2, 2014. Send written comments to Laurie Sauer at the AAA or email her at sauerl@nemcsa.org. Discussion followed and the following questions were addressed:

B. Selesky – Where do the goals for nutrition come from? I don't see it in the document. Susan – Title IIIC is nutrition, it is listed on the table in the back and also on page 3 under Title 7.

M. Downs – What goes on the organization line of the Ranking Criteria?

Susan - The name of your COA or the organization applying for funding. This is the scoring sheet used to rank the proposals we receive. Any proposals scoring below 40 points are rejected. We always receive more requests than we have funds.

L. Fields - Will we be provided with our score? – Susan - You can request that.

B. Selesky – I just want to point out that our Representative, Bruce Rendon, is not included. Susan – That will be corrected.

B. Selesky – Crawford would like to do a pilot program to serve disabled individuals ages 18 through 59 who need assistance. We would like it on record here that we would like to try locally to offer this assistance. Laurie – That is wonderful, I would like to hear more about it. Crawford does provide home delivered meals to MIChoice Waiver clients but chose not to offer any other services in the home under the MIChoice Waiver program.

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**Scope of Services**

**Describe changes from the approved FY 2014-2016 MYP, if any, to the AAAs priorities for addressing identified unmet needs within the PSA for FY 2015. When a customer desires services not funded under the AIP/MYP or available where they live, describe the options the Area Agency offers.**

**1. Describe changes from the approved FY 2014-2016 MYP, if any, to the AAAs priorities for addressing identified unmet needs within the PSA for FY 2015.**

AAA staff continues to seek out new sources of funding to address areas of unmet need; however, new monies are not easily identified or available. Referrals may be made to other agency divisions such as NEMCSA's Weatherization program, which may be able to accommodate some home repairs, but – due to limited funding – the waiting list is 3 years long. In addition to this program, there have been opportunities to work with Habitat for Humanity affiliates in some communities as they will provide the volunteers to install things such as bathroom grab bars or ramps for accessibility if the client is able to provide the materials. The Michigan Assistive Technology Fund is available to assist persons with disabilities in obtaining items to aid in their independent living. Funding can be taken from some categories, such as homemaking, to be used for yard work, but input has shown that the homemaking services are of vital importance and cuts in funding would decrease the capacity to serve. In fact, during a recent survey, homemaking services ranked near the top of the list of needed services in the region.

**2. When a customer desires services not funded under the AIP/MYP or available where they live, describe the options the area agency offers.**

Utilizing a person-centered planning approach, staff members take time to talk in-depth with program participants to determine what is needed to resolve the situation or need. Case managers are trained to seek information from consumers by asking questions that prompt thoughtful responses. The 2-1-1 referral system may be used to locate potential providers of services, as may the NEMCSA Service Directory. Additionally, the Region's collaborative ADRC effort has received emerging status and is another option in locating needed services and supports. If the desired service is not provided within a reasonable distance to the participant, staff will discuss other options that may not be exactly what was desired, but would be an appropriate alternative.

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## Planned Service Array

Complete the FY 2015 Planned Services Array form for your PSA. Indicate the appropriate placement for each OSA adopted service category and proposed Regional Service Definition(s). Unless noted otherwise, services are understood to be available PSA wide.

	Access	In-Home	Community
Provided by Area Agency	<ul style="list-style-type: none"> <li>• Care Management</li> <li>• Information and Assistance</li> <li>• Outreach</li> </ul>		<ul style="list-style-type: none"> <li>• Disease Prevention/Health Promotion</li> <li>• Long-term Care</li> <li>• Ombudsman/Advocacy</li> <li>• Programs for Prevention of Elder Abuse, Neglect, and Exploitation</li> <li>• Caregiver Education, Support and Training</li> </ul>
Local Millage Funded		<ul style="list-style-type: none"> <li>• Homemaking</li> <li>• Home Delivered Meals</li> <li>• Medication Management</li> <li>• Personal Care</li> <li>• Respite Care</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Day Services *</li> <li>• Dementia Adult Day Care *</li> <li>• Congregate Meals</li> </ul>
Participant Private Pay		<ul style="list-style-type: none"> <li>• Homemaking</li> <li>• Personal Care</li> <li>• Respite Care</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Day Services *</li> <li>• Dementia Adult Day Care *</li> </ul>
Funded by Other Source			<ul style="list-style-type: none"> <li>• Programs for Prevention of Elder Abuse, Neglect, and Exploitation *</li> </ul>
Contracted by Area Agen		<ul style="list-style-type: none"> <li>• Homemaking</li> <li>• Home Delivered Meals</li> <li>• Medication Management</li> <li>• Personal Care</li> <li>• Respite Care</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Day Services *</li> <li>• Dementia Adult Day Care *</li> <li>• Congregate Meals</li> <li>• Disease Prevention/Health Promotion</li> <li>• Legal Assistance</li> <li>• Programs for Prevention of Elder Abuse, Neglect, and Exploitation</li> <li>• Specialized Respite Care</li> <li>• Kinship Support Services</li> </ul>

\* not PSA-wide



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**Access Services**

**Some Access Services may be provided to older adults directly through the Area Agency without a service provision request. These services include: Care Management, Case Coordination and Support, Disaster Advocacy and Outreach Program, Information and Assistance, Outreach, and MATF Transportation.**

**If the Area Agency is planning to provide any of the above noted access services directly during FY 2015, complete this tab. Place a checkmark in the box next to the name of each service the Area Agency plans to provide directly during 2015 and provide the information requested. Also specify the planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category. A two-page Direct Service Budget Detail for FY 2015 (found in the Document Library) must be completed for each access service to be provided and uploaded under the Budget and Other Documents tab.**

**Care Management**

<u>Starting Date</u>	10/01/2014	<u>Ending Date</u>	09/30/2015
Total of Federal Dollars	\$2,000.00	Total of State Dollars	\$431,825.00

Geographic area to be served:

The PSA of Region 9 includes the counties of Alcona, Alpena, Arenac, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon.

Specify the planned goals and activities that will be undertaken to provide the service.

1.) Maintain consistent level of care management services by conducting pre-screens, client assessments and developing person-centered care plans for individuals in need of supportive in-home services.

Timeline: Ongoing

Outcome: Frail elderly individuals are able to remain living independently in a location of their choosing due to the consistent level of access to intensive care management services.

2.) Increase education and outreach efforts with local hospitals, nursing homes, and community members.

Timeline: Ongoing

Outcome: Seniors are able to avoid premature institutionalization as they are more aware of program services and supports.

3.) Provide educational opportunities for program staff to enhance skills and knowledge bases necessary for the provision of effective care management services and community resources.

Timeline: Ongoing

Outcome: Program participants see improvements in well-being by having access to well-trained staff members who are up-to-date on trends in care management and are better able to provide services.

4.) Improve the assessment and services referral process for caregivers with high stress levels; certified Tailored Caregiver Assessment and Referral (TCARE) staff will continue implementation of this model as a component of the Care Management Program. Expansion of TCARE may be possible if additional training and funding are available.

Timeline: Ongoing

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Outcome: Caregivers' levels of stress will become manageable as a result of staff ability to assess and advise them regarding supportive resources.

Number of client pre-screenings:	Current Year:	465	Planned Next Year:	800
Number of initial client assessments:	Current Year:	287	Planned Next Year:	500
Number of initial client care plans:	Current Year:	94	Planned Next Year:	200
Total number of clients (carry over plus new):	Current Year:	219	Planned Next Year:	250
Staff to client ratio (Active and maintenance per Full time care	Current Year:	1:31	Planned Next Year:	1:25

### Outreach

<u>Starting Date</u>	10/01/2014	<u>Ending Date</u>	09/30/2015
Total of Federal Dollars	\$70,025.00	Total of State Dollars	\$0.00

#### Geographic area to be served:

The PSA of Region 9 includes the counties of Alcona, Alpena, Arenac, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon.

#### Specify the planned goals and activities that will be undertaken to provide the service.

1.) Continue to distribute Kinship Care funds.

Timeline: FY15

Outcome: Children raised by grandparents will have improved self-esteem by attending camps, participating in sports, wearing appropriate clothes, etc. Grandparents will have less stress due to the financial assistance and ability to provide for the children.

2.) Establish networks of support at COAs through group meetings for elders raising grandchildren or elders raising related children.

Timeline: Ongoing

Outcomes: Grandparents decrease levels of stress by learning coping skills and sharing support with others in same situation. Participants become empowered and take ownership of the group.

3.) Establish process to identify and contact isolated at-risk elders to raise awareness of available programs and services for which they may qualify.

Timeline: FY15

Outcomes: Elders will identify and participate in programs/services that will increase their social connections and improve health and well-being.

### Information and Assistance

<u>Starting Date</u>	10/01/2014	<u>Ending Date</u>	09/30/2015
Total of Federal Dollars	\$10,000.00	Total of State Dollars	\$30,159.00

#### Geographic area to be served:

The PSA of Region 9 includes the counties of Alcona, Alpena, Arenac, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon.

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Specify the planned goals and activities that will be undertaken to provide the service.

1.) To build capacity for prompt referrals through use and analysis of data collected through NAPIS, the client information system tracking software.

Timeline: Ongoing

Outcome: Client needs will be met by identifying additional services for which he/she may be eligible and staff making appropriate referrals.

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**Direct Service Request**

It is expected that in-home services, community services and nutrition services will be provided under contracts with community-based service providers. However, when appropriate, a service provision request may be approved by the State Commission on Services to the Aging. Service provision is defined as “providing a service directly to a senior, such as preparing meals, doing chore services, or working with seniors in an adult day setting”. Service provision by the area agency may be appropriate when in the judgment of OSA: (1) provision is necessary to assure an adequate supply; (2) the service is directly related to the area agency’s administrative functions; or, (3) a service can be provided by the area agency more economically than any available contractor, and with comparable quality. AAAs that request to provide an in-home service, community service, and/or a nutrition service must complete the section below for each service category.

Please place a mark in the box next to the appropriate service name and enter the information requested pertaining to basis, justification, and public hearing discussion for any new (not already approved with the FY 2014-2016 MYP) Direct Service Request for FY 2015.

A Work Plan and two page Budget Detail for FY 2015 are required to be completed for each service provided directly, even if already approved with the FY 2014-2016 MYP. Work Plan and budget forms to be completed are located in the Document Library and are to be uploaded under the Budget and Other Documents tab.

Please skip this tab if the Area Agency does not plan to provide any in-home, community, or nutrition services directly during FY 2015.

Long Term Care Ombudsman

Total of Federal Dollars

Total of State Dollars

Geographic area to be served:

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).

- (A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.
- (B) Such services are directly related to the Area Agency’s administrative functions.
- (C) Such services can be provided more economically and with comparable quality by the Area Agency.

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Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

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### Program Development Objectives

For FY 2015, please provide information for all program development objectives that will be actively addressed during the fiscal year. This may include objectives previously presented in the MYP for fiscal years 2015 and/or 2016 as well as any new objectives, or activities, proposed by the Area Agency.

Please identify for each objective the following:

1. The State Plan goal, if appropriate, that the objective relates to.
2. Staff positions and time to be allocated to the objective (expressed as total FTEs per objective).
3. The desired outcome.

Program Development Objectives related to either state or regional goals are to be included under this tab. A separate, cumulative program development narrative is no longer required. However, a narrative for each objective is expected.

#### State Plan Goal: Goal 1

--Work to improve the health and nutrition of older adults

#### AAA Response:

##### Objective:

Continue contracting with 12 county Councils/Commissions on Aging for the provision of congregate and home delivered meals in accordance with OSA minimum standards.

##### Timeline:

Contracts were awarded and commenced on Oct. 1, 2013, and are ongoing through Sept. 30, 2016.

##### Activities:

Contracting partners will provide nutritious meals to older individuals in congregate settings, as well as to the homebound elderly and persons with disabilities. Provide program administrative services, which includes, but is not limited to, monitoring of funds, evaluation of nutritional quality of meals and providing information on nutrition, serving portions, etc.

##### Expected Outcome:

The nutrition and socialization needs of older adults will be met, as will the nutrition needs of homebound persons and persons with disabilities. The homebound elderly and persons with disabilities will have a face-to-face visit 3-5 days a week, ensuring someone is checking in on them.

##### Narrative

Nutrition is a key factor in the health and well-being of all humans, regardless of age or disability. The AAA has awarded contracts for congregate and home-delivered meals for three years through a Request for Proposal process. Congregate meals provide an opportunity for seniors to be out in the community and socialize with peers, as well as eating a healthy meal. The home delivered meals assist in maintaining nutritional levels of home bound residents and also provides for daily interaction with the outside world.

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The nutritional value of the meals and the socialization opportunity they present are paramount to a person's well-being and ability to live where s/he chooses. The dissemination of some educational material will be accomplished through the distribution of a monthly newsletter focusing on all aspects of nutrition, the program standards and an occasional recipe. The Services Coordinator will be responsible for the ongoing activities to meet the objective of the congregate and home delivered meals programs. Time spent will be .85 FTE for the Services Coordinator.

## State Plan Goal: Goal 2

--Ensure that older adults have a choice in where they live through increased access to information and services

### AAA Response:

#### Objective:

Consumers maximize their ability to live as independently as possible in a setting of their choosing.

#### Timeline:

Ongoing

#### Activities:

Continue implementation of targeted outreach plan to provide information to staff and residents of licensed residential settings such as AFCs, Homes for the Aged and nursing homes. Efforts to build community awareness will include utilization of professional networks and outreach through appropriate venues. A partnership with Disability Network of Mid-Michigan was developed previously for the Nursing Facility Transition (NFT) initiative and will be continued.

#### Expected Outcome:

Consumer knowledge of long term care services and supports will be increased, as well as that of area professionals. Additionally, communication between collaborative bodies and local coalitions will improve.

#### Narrative

Many activities will contribute to reaching the objective, but all will revolve around outreach and awareness. Staff will participate in local health fairs, educational events, and further professional awareness of long term care services and supports through participation in local coalitions and regional advisory boards. It is important that all relevant parties are involved in the awareness efforts to further strengthen the working relationships. For that reason, outreach will be provided to local human service agencies, court systems, conservators/public guardians and Adult Protective Services within the region. Various staff (Case Managers, NFT teams, Administrative Assistant) will contribute .15 FTE.

## State Plan Goal: Goal 4

--Improve the effectiveness, efficiencies, and quality of services provided through the Michigan aging network and its partners

### AAA Response:

#### Objective:

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Ensure in-home service providers have access to affordable continuing education opportunities enabling them to develop, improve and maintain a high quality level of service to seniors.

#### Timeline:

Ongoing

#### Activities:

Provide skills training sessions for in-home service providers and partner with other human service and health care agencies to ensure staff access to appropriate educational opportunities.

#### Expected Outcome:

In-home service coordinators will have access to appropriate training for providers' skill development. Program participants will experience an increased level of quality care from in-home service providers who have broadened their knowledge of caregiving through participation in appropriate educational opportunities.

#### Narrative

Integral to the improved quality of life for someone wishing to remain in his/her home and avoid premature institutionalization is the opportunity to receive quality care from educated and skilled workers. Opportunities for education will be provided to ensure that elders and persons with disabilities receive high quality services. Appropriate training will result in lower provider turn-over and increased participant satisfaction. Staff time committed will be .05 FTE for the Director.

#### **AAA Response:**

#### Objective:

Determine the feasibility of establishing a Care Transitions program in Region 9.

#### Timeline:

Ongoing

#### Activities:

Continue exploration of hospital partnership opportunities and analysis of MPRO data to identify need. If feasible, a care transition model will be decided on and a local program will develop.

#### Expected Outcome:

A care transitions program would be implemented, resulting in a decrease in patient rehospitalization (for same reason) following discharge. The need for rehospitalizations will be eliminated when patients become better able to manage their conditions.

#### Narrative

With the movement for better coordinated care, the AAA has sought a determination of the feasibility of establishing a care transitions program in Region 9. Data will be collected and analyzed to identify need in the region. There are several hospitals within the PSA, but most do not have high instances of readmissions; however, partnership opportunities with these entities will be explored. The AAA has been involved in dialogue with two hospitals in the region and will continue discussions. Depending on potential partnerships, care transition models will be studied to determine what best suits the needs of all involved.

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The specific model to be chosen will be based on ensuring the coordination of care when patients leave a facility or move between care practitioners. If it is determined a care transition program is necessary, a model will be selected and staff training will commence, followed by implementation. While the AAA lacks the necessary funding for implementation of the model, other venues will be sought; however, it does not look promising that either of the hospitals currently in talks will have the capacity to fund. Staff time committed will be .20 FTE for the Director and .20 FTE for the Associate Director.

## **AAA Response:**

### Objective:

Local aging networks will receive technical support.

### Timeline:

Ongoing

### Activities:

Quarterly meetings, known as Region 9ers, will be arranged for COA and aging partners in the region. An annual pre-bidders conference will be offered to all potential contractors. The AAA policy manual will be reviewed and updates to it, as well as to OSA policy, will be provided. AAA staff are available to attend COA board meetings or speak on a variety of program topics, as requested. Additionally, a board of directors training module is available to be presented by AAA staff upon request.

### Expected Outcome:

The local aging networks will be strengthened by direct support of the AAA through program compliance, explanation/interpretation of OSA standards and increased or enhanced provision of programs.

### Narrative

Consistent with the AAA commitment to high quality services and programs, local aging networks will receive ongoing technical support through a variety of measures. The Contract Manager will provide compliance assessments and be available for assistance with issues and questions as they arise. The Service Coordinator will provide oversight of menus, meal planning and nutritional standards. Training opportunities will be available to partnering COA staff, as well as board members. Through consistent representation the AAA will provide ongoing technical support to ensure minimum standards are met. Additionally, the AAA will engage in the OSA-led initiative to create greater agency and aging network efficiencies and to maximize customer service by participating in LEAN training. Staff FTE will be .05 for the Director; .03 for the Contract Manager; .01 for the Services Coordinator

## **AAA Response:**

### Objective:

Establish a Best Practices forum for Adult Day Centers.

### Timeline:

Ongoing

### Activities:

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The AAA will facilitate meetings with employees of adult day centers where an open discussion of current practices that are successful will take place.

Expected Outcome:

Improved service delivery and increased utilization of the day centers will be the result of the compilation and sharing of best practices.

Narrative

The Best Practices group with nursing homes has proven to be successful in bringing staff together to increase knowledge and improve services. It is the expectation that a similar process with employees of the area adult day centers will have the same positive impact on services provided to the clients of the centers. Staff time to be committed will be .01 FTE for the Developmental Projects Coordinator.

**State Plan Goal: Goal 5**

--Recognize and celebrate the cultural, economic, and social contributions of older adults, and create opportunities for engagement in their communities

**AAA Response:**

Objective:

Provide meaningful opportunities for older adults to become stakeholders in their communities.

Timeline:

Ongoing

Activities:

Identify opportunities for people to volunteer; recruit and maintain volunteer base.

Expected Outcome:

Older adults are empowered through participation in volunteer opportunities leading to social change.

Narrative

There are many opportunities for older adults to volunteer and make positive impacts on the communities in which they live. The AAA utilizes volunteers to provide Medicare/Medicaid Assistance Program and Long Term Care Ombudsman services. Members serving on the Regional Advisory Council are volunteers and play an important role in shaping the advocacy efforts undertaken on behalf of other older adults. Additionally, those serving the NEMCSA Board of Directors are volunteers, as are council/commission on aging board members. Though a separate division from the Region 9 AAA, the Volunteer Programs provide other volunteer opportunities such as Senior Companion, Foster Grandparent and Retired Senior Volunteer programs. Staff time committed to this will be .005 FTE for the Long Term Care Ombudsman and .01 FTE for the Volunteer and Planning Coordinator.

**State Plan Goal: Goal 6**

--Use person-centered planning to ensure older adults have independence and self-direction through an array of long term supports and services provided in the setting of their choice

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### AAA Response:

#### Objective:

Provide a person-centered approach to all persons seeking services and supports.

#### Timeline:

Ongoing

#### Activities:

All AAA staff will attend a two-day Person Centered Thinking (PCT) training. The training will be offered/provided to COA and ADRC partners, such as in-home service providers, as well as Long Term Care Ombudsman volunteers. Participants will work with case management teams to develop a PCT care plan. Supervisory reviews of participant case file will ensure utilization of PCT principles.

#### Expected Outcome:

Staff will understand and apply PCT when working with program participants. Care plans will be developed with input and guidance from the participant, ensuring their self-identified needs will be met, as well as being treated with dignity and respect. Nursing home residents will have access to PCT-trained volunteers to assist in issue resolution.

#### Narrative

The AAA will build capacity for person-centered thinking and self-determination within its provider pool as part of its future planning options, particularly for individuals seeking long term care services and supports, but also in a manner that supports person-centered access for information in all aspects of the aging network. Training in person-centered thinking is required of staff at subcontracting agencies, as well as all employees of the AAA. Access to these trainings will be made available as needed. Staff time committed will be .01 FTE for two Care Management Supervisors.

### State Plan Goal: Goal 7

--Provide a variety of opportunities for older adults to enhance their physical and mental well-being, using evidence-based practices and other innovative programs.

### AAA Response:

#### Objective:

Provide a comfortable learning environment for caregivers to learn coping skills and understand dementia through the Creating Confident Caregivers (CCC) class series.

#### Timeline:

Ongoing

#### Activities:

Promote awareness of the class through outreach to identify caregivers who will attend. Schedule and hold class and offer respite for caregivers during class time through local councils/commissions on aging.

**Northeast MI Community Services Agency, Inc.****FY: 2015**Expected Outcome:

Caregiver stress levels decrease as they gain a better understanding of what their loved one with dementia is going through. They learn coping skills and report less combative behavior and more familial harmony.

Narrative

Caregivers go through myriad changes emotionally as they take on the role of caring for a loved one with dementia. Often, it is the first time the person has been thrust into a situation where they are a 24 hour caregiver and it is job for which they are unprepared. Caregiving is an emotionally draining job and is physically draining. When a caregiver does not have the skills and knowledge to work with the disease's effects on his/her loved one, the situation can spiral quickly. Erratic behaviors and outbursts become difficult to deal with and the stress level continues to rise, sometimes leading to abuse. Providing a setting for caregivers to learn new skills through the CCC classes lessens the likelihood of abuse. Additionally, the skills learned improve the health and well-being of the caregiver and assists in the prevention of burnout. Staff time to be committed will be .01 FTE for the Developmental Projects Coordinator.

**AAA Response:**Objective:

Provide leader training programs of the Stanford Chronic Disease Self-Management program (PATH, PATH Diabetes and PATH Chronic Pain Management)

Timeline:

Ongoing

Activities:

Advertise the training opportunity and recruit/screen potential leaders; work with COA partners to identify community members and/or staff who would be potential leaders. Conduct leader trainings and provide tool kit and support for leaders to implement and expand the programs in local communities. Continue development of local coalitions to provide organizational support.

Expected Outcome:

With an increased number of program leaders there will be more available classes in which community members may participate and learn to better manage their chronic conditions. Participants will improve their health statuses and health management behaviors resulting in more appropriate utilization of healthcare resources. Also, increasing the number of trained volunteer leaders will lead to program sustainability.

Narrative

The AAA intends to continue support of these effective mechanisms of health management and will seek out additional opportunities with proven strategies. Those who participate in these programs further strengthen their abilities to take control of their health and improve their qualities of life. The skills learned are specific to the person taking the course and s/he chooses what will be most beneficial when incorporated into her/his lifestyle. Additionally, the AAA encourages partners to subcontract and provide evidence-based programs of their own. Emphasis is placed on Tier 3 EBDP curricula as the AAA recognizes the value of proven programs and is attempting to align its support with the movement of Office of Services to the Aging in funding the higher level courses. Two staff members have received the appropriate requirements to be certified as Master Trainers, enabling them to train new leaders. It is the

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intent of the AAA to provide leader trainings to increase the number of class offerings in the communities. Staff time to be committed will be .10 FTE for the Services Coordinator; .60 FTE for the Development Projects Coordinator; and .01 FTE for the Contract Manager.

## **AAA Response:**

### Objective:

Increase number of Matter of Balance (MOB) trainings offered in the region.

### Timeline:

Ongoing

### Activities:

Conduct outreach to identify potential MOB leaders, recruit and screen; work with COA partners who have identified staff to be trained. Once training is provided, assist leaders in establishing/holding classes. The AAA has two staff that are MOB leaders who may hold classes for the general public.

### Expected Outcome:

An increased number of leaders will result in more classes being offered in the region. In turn, more older adults will be class completers and learn new skills/techniques to minimize their risk of fall and injury.

### Narrative

The AAA is committed to providing several evidence-based disease prevention (EDBP) programs, including Matter of Balance (MOB). As the population continues to age and more people wish to remain in their own homes, living independently, the need for evidence-based disease prevention programs increases. It has been proven that when individuals take control of their health, improved health outcomes result from their efforts. By minimizing fall risks, older adults will report fewer injuries and broken bones, which often end in nursing home stays for rehabilitation. Staff time committed will be .03 FTE for the Services Coordinator and .03 for the Development Projects Coordinator.

## **State Plan Goal: Goal 8**

--Provide advocacy, information, training, and services to support the rights of older adults to live free from abuse, neglect, and exploitation.

## **AAA Response:**

### Objective:

Improve collaboration with area law enforcement and Adult Protective Services (APS) workers in identifying and reporting suspected elder abuse.

### Timeline:

Ongoing

### Activities:

The AAA will work to strengthen the relationships with local law enforcement and APS staff for increased visibility at senior-attended events and locations such as senior centers, health fairs and senior housing.

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This partnership will create a venue for educational presentations among service organizations, congregate meal sites and senior living complexes. The AAA will continue to support its COA partners in establishing these relationships and with ongoing support of Safe, Sound and Secure events.

Expected Outcome:

Enhanced collaborative relationships with APS, law enforcement and the aging network will result in improved communication and an increase in the reporting of elder abuse and exploitation instances. Seniors will be empowered to protect themselves or their friends by identifying and reporting suspected abuse.

Narrative

There is a lack of reporting of elder abuse, as well as an uncertainty about how and where it should be reported. Often times, elders are afraid to report abusive situations for fear of being removed from their homes, losing control over their decisions or being separated from loved ones. Law enforcement agencies often do not track elder abuse as such, but rather classify it as domestic violence/situation. The lack of data relating to elder abuse, neglect and exploitation speaks to the need for better education in local communities. Situations of elder abuse, neglect and exploitation exist, but there is no uniform system for reporting and tracking; therefore, there is no clear picture of the prevalence of the issue. It can be surmised that the lack of reporting has a direct correlation to the lack of education on elder abuse in general. The AAA has joined in an effort in Alpena County led by Probate Judge Thomas LaCross to address these issues and with local DHS staff to address financial exploitation awareness. Additional efforts are being made through participation with the Otsego/Crawford/Oscoda Elder Abuse Care group. Staff time committed will be .02 FTE for Long Term Care Ombudsman and .01 for the Director

**Improve Collaboration with Law Enforcement G8**

There is a lack of reporting of elder abuse, as well as an uncertainty about how and where it should be reported. Often times, elders are afraid to report abusive situations for fear of being removed from their homes, losing control over their decisions or being separated from loved ones. Law enforcement agencies often do not track elder abuse as such, but rather classify it as domestic violence/situation. The lack of data relating to elder abuse, neglect and exploitation speaks to the need for better education in local communities. Situations of elder abuse, neglect and exploitation exist, but there is no uniform system for reporting and tracking; therefore, there is no clear picture of the prevalence of the issue. It can be surmised that the lack of reporting has a direct correlation to the lack of education on elder abuse in general. The AAA has joined in an effort in Alpena County led by Probate Judge Thomas LaCross to address these issues and with local DHS staff to address financial exploitation awareness. Staff time committed will be .02 FTE for Long Term Care Ombudsman and .01 for the Director.

**AAA Response:**Objective:

Assure access and visibility of the Long Term Care Ombudsman.

Timeline:

Ongoing

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## Activities:

Recruit and maintain adequate level of trained volunteer ombudsmen for monthly nursing home visits. The LTC Ombudsman will visit nursing homes on a quarterly basis and ensure all complaints and informational contact requests are resolved as expeditiously as possible. The Ombudsman will work to develop family/resident councils in nursing homes and attend meeting as requested.

## Expected Outcome:

Residents and staff will have access to a long term care ombudsman resulting in an increase in education. Residents will have someone to assist in advocating on their behalf and become educated, encouraged and empowered. With well-trained staff, the quality of care residents receive will improve.

## Narrative

While the main role of the Long Term Care (LTC) Ombudsman is to advise nursing home residents and their families of resident rights, increasing awareness of abuse, neglect and exploitation is equally important. Through involvement with staff, residents and families, the nursing home experience will be improved. The AAA will continue to support the program until conversion is made to another agency, ensuring a seamless transition to the organization that will contract with OSA for the provision of this service. Staff time committed will be .75 FTE.

## **AAA Response:**

### Objective:

Increase awareness of signs of abuse, neglect and financial exploitation among senior populations, as well as reporting procedures.

### Timeline:

Ongoing

### Activities:

Conduct educational presentations for COAs, congregate meal sites, health fairs, nursing homes, senior living complexes and faith based organizations, as well as trainings for in-home providers and nursing home staff. Provide brochures and appropriate literature to foster community awareness. Host an elder abuse prevention and awareness conference.

### Expected Outcome:

The intended outcome is to raise awareness of elder abuse, provide information on identifying signs of abuse, and to offer preventive solutions. Seniors will be safer in their home environments as improved awareness of signs of abuse, neglect and financial exploitation resulting in identification and reporting of behaviors lessens the criminal victimization of the population. As people are educated on how to identify the signs of abuse, early intervention will take place.

### Narrative

As an agency providing services to seniors, the AAA must play an integral role in educating the public on elder abuse issues and promoting the prevention of such through awareness and educational events. By conducting outreach and providing educational opportunities for colleagues and the public, the AAA increases awareness and further impedes the continued spread of abuse and exploitation of vulnerable adults. Staff time committed will be .05 FTE for the Long Term Care Ombudsman; .02 FTE for the

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Volunteer Planning Coordinator; .03 FTE for various staff (Developmental Projects Coordinator, Contract Manager, Administrative Assistant, Service Coordinator.)

## State Plan Goal: Goal 10

--Employ continuous quality improvement and innovation to accommodate the changing needs of older adults.

### AAA Response:

#### Objective:

Improve service experience for participants of Home and Community Based Services programs.

#### Timeline:

FY15

#### Activities:

Develop a more in-depth client satisfaction tool to be completed by Care Management and Waiver participants. Implement use of the survey with program participants.

#### Expected Outcome:

Gaps in service needs will be identified and addressed resulting in increased client satisfaction.

#### Narrative

In a continued effort to provide quality services to accommodate the needs of the area's older adults, the AAA will develop a more detailed client satisfaction survey. Data compiled from use of the tool will provide a basis on which necessary program enhancements will be identified and, subsequently, addressed. A consumer advisory group will be involved in the development, implementation and review of findings. Staff time to be committed will be .01 for the Associate Director.

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**Advocacy Strategy**

**Describe the AAA's comprehensive advocacy strategy for FY 2015. Describe how the agency's advocacy efforts will improve the quality of life of older adults within the PSA. Enter your advocacy strategy in the dialog box.**

**AAA Response:**

Advocating for older persons and persons with disabilities is essential to achieving the mission of the Region 9 Area Agency on Aging. This is accomplished through myriad of avenues at the local, state and federal levels. The AAA encourages its regional advisory council, policy board, and community partners to engage in advocacy efforts to ensure issues important to seniors are kept in the forefront and that legislative decisions are not made without fully understanding the potential positive and negative impacts on seniors. Thus, national and state legislation is monitored by the Michigan Senior Advocates Council, as well as AAA staff, who maintain communications with legislative offices. The Northeast Michigan Regional Council on Aging (Regional Advisory Council) acts as a review and advocacy body to the NEMCSA Board of Directors, the policy board.

A consumer advisory council holds meetings on a quarterly basis. In addition to advocating on legislative issues, the council will provide input and guidance for ensuring a person-centered focus is delivered through the AAA supports and services to individuals in need of long-term care. As part of providing input from the perspective of a client, the council has reviewed the annual client satisfaction survey. Based on input from this group, the survey was adjusted to better accommodate the needs of the clients completing it and to ensure data collected is relevant to the intended purpose of the survey.

The AAA continues to work with local entities in an effort to coordinate all stakeholders, service networks, local government and older persons for the purpose of achieving a coordinated system of information, referral and access to services. The implementation of a 2-1-1 telephone information and assistance system in northeast Michigan has moved the area one step closer in achieving a single point of entry for long-term care services and supports, as well as other community resources and programs. The 2-1-1 referral number is functional throughout most of the PSA. The feasibility of 2-1-1 information being incorporated into the ADRC referral data base is being explored.

The Medicare Medicaid Assistance Program and the Long Term Care Ombudsman Program continue to be important pieces of the AAA's advocacy strategy. The heart of both programs is dedicated staff and a strong commitment from community volunteers, as well as the local Councils/Commissions on Aging. MMAP volunteers are well-trained in the intricacies of Medicare, Medicaid, prescription drug plans and other public benefits. They assist persons with questions or problems and help provide outreach for other program resources such as the MI Café Program, Veteran's benefits, and low-income subsidies. The Long Term Care Ombudsman volunteers are instrumental in helping to maintain a visible presence and access to nursing home residents and staff for the purpose of ensuring residents' rights and resolution of complaints. The AAA will continue to support and recruit volunteers for both of these programs. In an effort to ensure the safety and well-being of those served by the volunteers, the agency continues to assess its risk policies and volunteer recruitment procedures. Anyone representing these programs and the agency must be above reproach to minimize potential conflicts of interest and risk of client violation.

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The AAA recognizes the importance of being involved in organizations that have an impact on the lives of older persons. Therefore, the AAA will continue its memberships and positions on boards including the following organizations: Best Practices of Northern Michigan, Greater Michigan Chapter Alzheimer's Association, Alzheimer's Foundation of America, Michigan Association of Nutrition and Aging Services Program, American Dietetic Association, Michigan Adult Day Services Association, Michigan Dementia Education Network, National Association of Area Agencies on Aging, Area Agencies on Aging Association of Michigan, Michigan Senior Advocates, American Society on Aging, Northeast Coalition for the Prevention of Homelessness and Hunger, Arenac County Continuum of Care, Otsego County Continuum of Care, Cheboygan County Continuum of Care, Alpena Human Services Coordinating Council, COOR Housing, Northeast Michigan Home Care Coalition, Cheboygan Area Senior Advocates, Otsego County COA Super Board, American Health Information Management Association (AHIMA), First Call for Help of Otsego County, Alpena County Elder Abuse/Neglect Group, Otsego Crawford Oscoda DHS Elder Abuse Care Group, and the District Health Dept. No. 4 Home Health Advisory Council.

The Region 9 Nursing Facility Transition teams (of which there are three) continue to assist nursing home residents transitioning from institutional living to independent living in their communities. This is possible through the advocacy efforts of the nurse/case manager teams in helping clients locate suitable housing and ensuring the appropriate supports are in place to help them be successful. Using person-centered thinking, the participant and team develop a plan for the necessary supports so the individual will be successful and able to live independently for as long as he/she chooses. The Housing Coordinator provides assistance to individuals seeking housing services. While the Housing Coordinator can assist any senior or disabled person in locating housing and applying for rental assistance, the NFT Team works closely with those transitioning from institutional placement, such as a nursing home or other care facility. Many people have successfully made the transition from nursing home to living independently through supports of these two programs. The program participant is able to make a viable transition plan by working with a case manager, making sure necessary supports will be available. This is accomplished by working closely with the participant to ensure his/her needs are being met in a manner in which he/she has control. Advocating for the rights of all in choosing a place to live with dignity and independently is a result of these programs. Without them, some may remain in nursing home facilities, while others may continue to be homeless or living in substandard conditions.

Advocacy efforts will continue to support community based care programs. Many studies have demonstrated the cost effectiveness and preferred option of person-centered, community based care services and supports; however, public policy and funding has not always followed suit and programs are often operating in underfunded and under-supported modes. The AAA will continue to work with partners to develop creative strategies to ensure individuals are provided the most appropriate and desired level of care in the individual's setting of choice. The AAA will support the continued efforts of long-term care rebalancing on a statewide basis.

In its commitment to such, the AAA has actively participated in advocacy efforts and in providing opportunities for elected officials to fully understand the impact a loss of program funding will have on the state's seniors. The AAA has actively participated in advocacy efforts and in providing opportunities for elected officials to fully understand the impact a loss of program funding will have on the state's seniors. Staff members have met one-on-one with legislators to share stories of the programs' impact on people served, including U.S. Rep. Dan Benishek, 1st Congressional District; Sen. John Molenaar, 36th District;

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Sen. Mike Green, 31st District; Sen. Darwin Booher, 35th District; Rep. Joel Johnson, 97th District; Rep. Bruce Renden, 103rd District; and Rep. Peter Pettalia, 106th District. Statistical data reinforcing the message that aging programs save the state money by enabling elders to remain in their own homes and out of skilled nursing facilities is often presented to legislators. By educating public officials through advocacy efforts, the AAA plays a role in maintaining funding levels and ensuring services are available to those in need. Without these advocacy efforts the ability of all seniors and persons with disabilities to remain living independently and with dignity may be compromised.

The Region 9 representatives for the Michigan Senior Advocates Council (MSAC) remain active and participate in monthly visits to legislative offices in Lansing. While there they advocate for seniors and the many issues of which they face today. Reports are given on a monthly basis at Regional Advisory Council (RAC) meetings to update others on progress being made and upcoming issues for which to watch. The MSAC representatives will lead the Region 9 contingent that will travel to Lansing for Older Michiganians Day on June 3, 2014. The contingent will be made up of other regional representatives from Commissions/Councils on Aging (COAs), senior citizens, and AAA staff. Additionally, an Advocacy Committee made up of members of the RAC meets monthly and reports at the regular meeting of the RAC. This committee is facilitated by a staff member of the AAA.

In an ongoing effort to increase communication and further advocacy strengths, the directors of the county COAs will meet annually in joint session with the RAC and AAA staff. This will provide opportunities for sharing advocacy strategies and establishing priority issues important to the region's advocacy efforts, therefore providing a united front.

Though advocacy efforts may vary, the common objective is to improve the lives of older persons and persons with disabilities. This is accomplished by creating opportunities for self-determination, whereas the participants become stakeholders in their care and have a voice in how their needs will be met. People are able to remain in their homes or the setting of their choosing and receive the supports necessary to maintain independent living. Additionally, caregivers and family members undergo less stress by having the support from agency programs.

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### Leveraged Partnerships

**Describe the Area Agency's strategy for FY 2015 to partner with providers of services by other resources as indicated in the PSA Planned Service Array.**

**Include, at a minimum, plans to leverage resources with organizations in the following categories: Community Action Agencies; Public Health; Mental Health; Commissions and Councils on Aging; Centers for Independent Living (CILS); other**

As a division of the Northeast Michigan Community Service Agency, Inc. (NEMCSA), which is a Community Action Agency, the Region 9 AAA staff has the knowledge and ability to identify and suggest additional services for which a client may qualify. It is not uncommon for intradepartmental referrals to be made within the agency, allowing staff to approach presenting client issues in a holistic manner. Services such as Medicaid enrollment (MI Enrolls), Senior Companions, weatherization, housing assistance, food assistance programs and emergency service programs are often accessible to senior program participants. Although many of these programs have eligibility guidelines, they are services that complement the mission of the AAA.

Region 9 Area Agency on Aging has been very fortunate to have committed partners serving the common mission of bringing needed services to the elderly in the region. Each local focal point has been successful in garnering community support for a senior millage. Millage monies have been critical to the effort of serving seniors in need and have helped provide funding for some innovative programming for individual communities. Without the additional millage dollars, wait lists would be much larger and seniors needing in-home services, in particular, would have to wait longer to be served and could be at higher risk of institutionalization.

Local county millage dollars also fund a variety of activities including Access funds to provide information and assistance, transportation and outreach. Of the 12 COA subcontractors reporting, the total is \$656,023. By category, the breakdown is:

- Outreach - \$192,491
- Transportation - \$159,417
- Information & Assistance - \$304,115

The AAA will continue to build upon the network of senior centers as the focal points for services. The scope of the centers has been broadened to include designation as health resource centers. Doing so has enabled the centers to be more visible and useful in the community as a provider of health and wellness activities and not solely an in-home service provider.

The AAA provides financial support to individual caregivers through the National Family Caregiver Support Program. Other community partnerships have enabled the AAA to broaden its resource base with such entities as other senior service providers, schools, health care providers and court systems. The AAA's active involvement with this resource base has helped eliminate duplication of effort and has accelerated access to available supports and services.

For several years the AAA has partnered with District Health Department (DHD) No. 4, in financially supporting its Adult Day Center, the Caring Place. Additionally, the AAA offers the Creating Confident Caregivers series to the caregivers of clients. The health department is a resource often utilized by AAA.

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staff, as well as making mutual referrals. DHD No. 4 provides services to residents of the counties of Alpena, Cheboygan, Montmorency and Presque Isle. While no formal partnerships have been forged, the AAA does utilize as resources/referral sources the DHD No. 2 (Alcona, Iosco, Ogemaw and Oscoda counties); DHD No. 10 (Crawford County); Central Michigan DHD (Roscommon and Arenac counties); and Health Department of Northwest Michigan (Otsego County).

The disability networks that are located within the Region 9 PSA continue to work with the AAA to develop and establish an ADRC. This effort includes establishing relationships with the Community Mental Health centers in the region.

**Describe the area agency's strategy for FY 2015 for ADRC partnerships in the context of the access services system within the planning and service area.**

The Region 9 AAA remains the lead agency in the continued ADRC effort. In early FY 2014, the Region 9 ADRC effort was given emerging status. In mid-FY14, the group met to work collectively on developing the Information and Assistance component of the ADRC. While this is a continuing effort, initial development discussions focused on building a strong information/assistance network, facilitation of warm transfers and maintaining shared standards of operations and accountability.

As the partnership continues to grow in FY15, a toll-free access number will be provided for public use. An ADRC subcommittee made up of partner representatives is focusing on Information and Assistance matters and will address the availability of staff training for options counseling. Additionally a resource data base is being developed and will be utilized along with 2-1-1 services throughout the region.

**Describe how the area agency can support Aging Friendly Community/Community for a Lifetime initiatives within the PSA, with the following as requested (include any past or present efforts underway).**

- **Community assessments, senior survey results and demographic data that can be shared with community groups to enhance aging friendly assessments.**
- **Information that can be provided to community groups to enhance the quality of their aging friendly community assessment in such areas as; supportive community systems, health care access, transportation, disease prevention/health promotion, safety, home repair and other relevant areas.**
- **Technical assistance that can be offered to community groups in developing and collaborating on aging friendly community assessments or improvements.**
- **Please identify the area agency staff contact regarding Aging Friendly Communities/Community for a Lifetime activities within the PSA:**

The AAA remains committed to furthering the quality of life for older persons in the PSA. Part of the commitment entails supporting local efforts in achieving the designation of Community for a Lifetime. Technical assistance that can be provided through the AAA includes staff to assist in the facilitation of focus groups, input sessions and the provision of information to enhance the quality of aging friendly communities. Demographic information and findings from the NEMCSA needs assessment are available to communities for use in such efforts. Kara LaMarre, Developmental Projects Coordinator, is the contact person.

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**Other Grants and Initiatives**

**Use this section to identify other grants or initiatives that your AAA is participating in with OSA and other partners. Grants or initiatives to be included in this section may include TCARE®, Savvy Caregiver, Creating Confident Caregivers (CCC), Chronic Disease Self-management Programs (CDSMPs) such as PATH, and programs supporting persons with dementia, and MMAP.**

**Describe how these grants and other initiatives support the quality of life of older adults within the PSA. Further, describe how these other grants and initiatives reinforce the Area Agency's planned program development efforts for FY 2015.**

**1. Describe other grants and/or initiatives the area agency is participating in with OSA and other partners.**

- Tailored Caregiver Assessment and Referral (TCARE) - The TCARE model is a more intense case management program in that an assessment is made of the caregiver and his/her needs, as well as the needs of the client. The TCARE model utilized in the training recognizes that caregivers must go through a systematic process of identity change as they assume new roles and responsibilities in caring for a family member. The intent of the program is to assist the caregiver in identifying needs, stressors and necessary supports. Although there are no sources of funding to expand the TCARE model, Region 9 AAA remains committed to maintaining the current level of TCARE services available. The AAA has two staff with the TCARE certification. The staff members will continue to follow up with 6-10 families using the TCARE protocols throughout the next fiscal year. If funding becomes available, the feasibility of training additional staff will be assessed.

- Medicare Medicaid Assistance Program – The Medicare/Medicaid Assistance Program (MMAP) offers free unbiased health care counseling to Medicare and dual eligible (Medicare and Medicaid) beneficiaries. Volunteers and paid-in-kind staff from partnering agencies provide the service so beneficiaries are able to understand their options and make informed decisions when selecting plans, applying for subsidies and disputing claims.

- Senior Medicare Patrol – The Senior Medicare Patrol (SMP) is part of the MMAP, but is funded separately. The purpose of the program is to provide education through one-on-one counseling and public outreach as regards fraud, waste and abuse in the Medicare and Medicaid systems. Trained SMP specialists are available to do presentations for groups or any interested parties. Although the contract year does not end until May 31, 2014, Region 9 already has exceeded all benchmarks.

- Look Alike - The Alpena County Older Persons Committee allocates funding to the AAA to provide services to residents of the county who are aged 60 and older and have been placed on the Mi-Choice Home and Community Based Services Waiver waiting list.

- Evidence-Based Disease Prevention - The AAA is involved in the provision of or facilitation of the provision of several evidence-based disease prevention (EDBP) programs, including, but not limited to, the Stanford Chronic Disease Self-Management Program (PATH, PATH Diabetes and PATH Chronic Pain Management), Matter of Balance (MOB) and exercise programs through the Arthritis Foundation.

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**2. Describe how these grants and other initiatives will improve the quality of life of older adults within the PSA.**

- TCARE – Providing an outlet for caregivers to assess their own needs as they face the challenges of caring for a loved one allows for greater success for the family. The job of a caregiver is extremely stressful and many find the added responsibility over a period of time is too much and it leads to burn out and health problems. By not only assessing the client's needs, but assessing his or her caregiver's, as well, enables the case management team to take a holistic approach in developing a care plan. The case management team is able to identify needs and suggest resources and other supports to assist the caregiver in making the care giving experience a positive one. When all factors are taken into consideration, this program raises the quality of life for the client and caregiver. The caregiver experiences less stress and is less likely to become depressed when the burden of caring for a loved one is lightened.
- Medicare/Medicaid Assistance Program - provides educational information that enables a beneficiary to advocate on his/her own behalf. When they understand the options available and know how to seek additional information they are able to make appropriate choices for their own wellbeing.
- Senior Medicare Patrol – Although many think of Medicare/Medicaid fraud as a victimless crime, it directly impacts everyone through increased healthcare costs. By educating Medicare beneficiaries on the importance of protecting their personal information and reading their Medicare Summary Notices, they will be empowered to aid in the prevention of fraudulent activity.
- Look Alike - Persons on the waiting list need immediate assistance and this funding helps provide some of the services that can ease the burden. Although they will not be receiving Waiver Medicaid services, they will be able to have some of their needs met through this funding. This allows the person to remain in his/her home with choices and support.
- Evidence-Based Disease Prevention – It has been proven that when individuals take control of their health, improved health outcomes result from their efforts. As the population continues to age and more people wish to remain in their own homes, living independently, the need for evidence-based disease prevention programs increases. Those who participate in these programs further strengthen their abilities to take control of their health and improve their qualities of life. The skills learned are specific to the person taking the course and s/he chooses what will be most beneficial when incorporated into her/his lifestyle.

**3. Describe how these grants and other initiatives reinforce the area agency's planned program development efforts for FY 2015.**

- The premise of the TCARE model is assisting the caregiver in identifying his/her needs for support. This fits with the AAA commitment to person-centered thinking. The person-centered thinking philosophy is woven into each AAA service on some level.
- The MMAP has been touted as one of the first and true person-centered programs focusing on the needs of the beneficiary. Counselors merely guide the beneficiary through all the options providing enough explanation so they may make an informed health care choice for themselves.
- The Senior Medicare Patrol provides one more way that seniors are able to advocate on their own behalf. The AAA supports the elimination of healthcare fraud and abuse through education of Medicare/Medicaid

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beneficiaries. This education will be tied in with the education and awareness of elder abuse, neglect and exploitation.

- Look Alike – As the AAA continues to seek partners and develop creative strategies to ensure individuals are provided the most appropriate and desired level of care in the individual's setting of choice, this funding allows for that to happen. Supportive services that can be provided to individuals while they are on a waiting list is an integral component to achieving the outcome of allowing seniors and persons with disabilities to live in their own homes and communities for as long as possible.

- Evidence-Based Disease Prevention – The AAA remains committed to programs and services that provide choice in living and greater independence for older adults and persons with disabilities. Evidence-based disease prevention programs strengthen independence, health and well-being of older adults and persons with disabilities. The AAA encourages partners to subcontract and provide evidence-based programs of their own. Emphasis is placed on Tier 3 EBDP curricula as the AAA recognizes the value of proven programs and is attempting to align its support with the movement of Office of Services to the Aging in funding the higher level courses. (In FY14 a Level 1 program was funded, Zumba Gold, with two subcontractors.)

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**Appendices**

Appendices are presented as individual links. Please provide all requested information for each required appendix. Please note that older versions of these appendices will not be accepted and should not be uploaded as separate documents. The appendices are:

- A. Policy Board Membership**
- B. Advisory Council Membership**
- C. Proposal Selection Criteria**
- D. Cash-in-lieu of Commodity Agreement**
- E. Waiver of Minimum Percentage of a Priority Service Category**
- F. Request to Transfer Funds**

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## APPENDIX A

### Board of Directors Membership

	Asian/Pacific Islander	African American	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total Membership
Membership Demographics	0	0	0	0	2	14	33
Aged 60 and Over	0	0	0	0	2	7	22

Name of Board Member	Geographic Area	Affiliation	Elected Official	Appointed	Community Representative
Dale Huggler	Alpena County	Private			Yes
Rev. Bill Hipwood	Arenac County	Regional Council on Aging		Yes	
Mark Grantner	Oscoda County	County Brd of Commissioners	Yes		
Bill Thompson	Alcona County	County Brd of Commissioners	Yes		
Meagan Holmes	Osceola County	Policy Council		Yes	
Jack Williams	Alpena County	Policy Advisory Council		Yes	
Jean Kroll	Alpena County	FGP Advisory Council		Yes	
Donna Dietz (alt)	Alpena County	Private			Yes
F. Joseph Pellens, VP	Iosco County	Private			Yes
Karen Lee	Isabella County	Policy Council			Yes
Scot McKenzie	Alpena County	County Brd of Commissioners	Yes		
Stuart Bartlett	Cheboygan County	Private			Yes
Virginia Zygiel	Arenac County	County Brd of Commissioners	Yes		
John Morrison	Cheboygan County	Private			

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Leonard Page	Cheboygan County	Private			
Sharon Priebe	Crawford County	County Brd of Commissioners			
Jack Mahank	Crawford County	Mental Health Services			
Earl Corpe	Crawford County	Regional Council on Aging			
Robert Cudney	Iosco County	County Brd of Commissioners			
Jason Haag	Tuscola County	Head Start Policy Council			
Melanie Hayes	Iosco County	Private			
Kenneth Glasser, Treasurer	Otsego County	County Brd of Commissioners			
Dawn Lawrence	Montmorency County	Private			
Carol Athan	Montmorency County	Regional Advisory Council			
Albert LaFleche	Montmorency County	County Brd of Commissioners			
Rose Walsh	Ogemaw County	Private			
Kristen Sorgenfrei	Presque Isle County	County Brd of Commissioners			
Pete Hennard - President	Ogemaw County	County Brd of Commissioners			
Yvonne Hilderbrand	Arenac County	Head Start Policy Council			
Gerald Wall	Roscommon County	Aging Services			
Beth Johnson	Mecosta County	Head Start Policy Council			
Ruthie Wood	Oscoda County	Head Start Policy Council			
Bruce Gauthier	Cheboygan County	County Brd of Commissioners	Yes		

# ANNUAL & MULTI YEAR IMPLEMENTATION PLANS



Office of Services to the Aging

2014-2016

Northeast MI Community Services Agency, Inc.

FY: 2015

## APPENDIX B Advisory Board Membership

	Asian/ Pacific Islander	African American	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total Membership
Membership Demographics	0	0	0	0	0	10	25
Aged 60 and Over	0	0	0	0	1	6	13

Name of Board Member	Geographic Area	Affiliation
Rolland Lynch	Alcona County	County Commission on Aging
Everett Leesburg	Alcona County	County Commission on Aging
Annie Hepburn	Alpena County	County Council on Aging
Robert Thompson	Alpena County	County Council on Aging
Rev. Bill Hipwood	Arenac County	County Council on Aging, NEMCSA Board
Vacant	Arenac County	
Grace Marshall	Alpena County	Region 9 Directors Association Representative
Jim Mathis	Otsego County	County Commission on Aging
Vacant	Otsego County	
Mitzi Downs	Presque Isle County	County Council on Aging
Dennis Fay	Presque Isle County	County Council on Aging
Charles Corwin	Roscommon County	County Commission on Aging
Vacant	Roscommon County	
Carol Athan	Montmorency County	County Commission on Aging, NEMCSA Board, MSAC Representative
Corleen Proulx	Montmorency County	County Commission on Aging

**ANNUAL & MULTI YEAR IMPLEMENTATION PLANS**

Office of Services to the Aging

2014-2016

Northeast MI Community Services Agency, Inc.

FY: 2015

Euretta LeMire	Ogemaw County	County Commission on Aging, FGP/SCP Advisory Board
Clyde Sheltrown	Ogemaw County	County Commission on Aging, Legal Services Board
Vacant	Oscoda County	
Vacant	Oscoda County	
Sue Allor	Cheboygan County	County Council on Aging, County Commissioner
Deborah Borrman	Cheboygan County	County Council on Aging
Earl Corpe, Chair	Crawford County	County Commission on Aging, NEMCSA Board
Barbara Selesky, Vice Chair	Crawford County	County Commission on Aging, MSAC Representative
Bev McFaul	Iosco County	County Commission on Aging
Rick Mikulski	Iosco County	County Commission on Aging

Northeast MI Community Services Agency, Inc.

FY: 2015

**APPENDIX C**

**Proposal Selection Criteria**

Date criteria approved by Area Agency on Aging Board:	05/19/2014
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The criteria approved by the AAA Board in May of 2013 did not factor sustainability as a required response in the RFP narrative. This was added to the ranking criteria and was the only update.	
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Northeast MI Community Services Agency, Inc.

FY: 2015

**APPENDIX E**

**Waiver of Minimum Percentage For a Priority Service Category**

Priority Service Category for which Waiver is being requested:		Access Services
Source of Funds	Amount of Funds	Amount of Title III-B
12 COAs	656,023.00	2,000.00
<p><b>Rationale Statement:</b> Explain how waiving the respective required minimum percentage will enhance the service delivery system to be implemented under this plan. (For additional context, refer to OSA Transmittal Letter 2005-107, July 27, 2005.)</p>		
<p>The Region 9 Area Agency on Aging (AAA) is requesting a waiver of minimum percentage to Access Services. Our 12 County Councils/Commissions on Aging currently are providing about \$656,023 of Access Services. The AAA and the NEMCSA Board of Directors has placed priority on in-home services allowing more funds to be placed in this category. The expansion of existing resources in specific locations is expected to assist families and the general public in accessing services.</p>		

**OCR 14-26**  
**Recognition of Randy Stults**  
Otsego County Board of Commissioners  
July 8, 2014

**WHEREAS**, Randy Stults faithfully served on the Otsego Lake Township Planning Commission including acting as their appointee to the Otsego County Planning Commission since 2005; and

**WHEREAS**, Randy served many years as the chairperson of both the Otsego Lake Township Planning Commission and the Otsego County Planning Commission; and

**WHEREAS**, Randy additionally served on the Otsego County Parks and Recreation Commission as the Planning Commission representative; and

**WHEREAS**, was instrumental in guiding the update to the Master Plan of Otsego County; the on-going annual Capital Improvement Plans; and numerous zoning ordinance additions; and

**WHEREAS**, Randy spent countless hours during his time on these Committees working for the future of the citizens of Otsego County to ensure fair ordinance and proper future development while playing an integral role in the Planning and Zoning of Otsego County;

**WHEREAS**, Randy has decided to resign and pursue other interests, therefore, be it

**RESOLVED**, that Randy Stults shall be remembered by his fellow colleagues and the public for the giving of his time and talents to make Otsego County a better place to live and work; and be it further

**RESOLVED**, that the Otsego County Board of Commissioners hereby honor and thank Randy for his outstanding service to our community.

## ARTICLE 14 HIGHWAY INTERCHANGE COMMERCIAL DISTRICT

### **INTENT:**

The Highway Interchange Commercial land use category includes areas designated for commercial development, which are primarily Interstate access dependent. This district primarily serves thru traffic and tourist needs. Uses that are consistent with these areas include, but are not limited to, gasoline stations, lodging facilities, entertainment facilities, restaurant facilities and similar tourist related developments, as well as warehouses, storage buildings, wholesale facilities and other similar uses. This district is intended to serve traffic entering or leaving the Interstate. These areas may require municipal water and sewer services and/or other comparable forms of water and sewer services with approval by the municipality and District Health Department.

### **14.1 PRINCIPAL USES PERMITTED** anywhere in the zoning district.

No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses:

- 14.1.1 Existing residences
- 14.1.2 Banks and financial institutions, except those with drive-through service
- 14.1.3 Office buildings for administrative, professional, governmental and sales offices
- 14.1.4 Medical and dental offices, including clinics
- 14.1.5 Public Schools under the jurisdiction of the Michigan superintendent of public instruction
- 14.1.6 Indoor theaters, halls and similar places of assembly
- 14.1.7 Bowling alleys, pool parlors or billiard parlors
- 14.1.8 Indoor archery range
- 14.1.9 Tavern/night clubs
- 14.1.10 Restaurants, except those with drive-through service
- 14.1.11 Bus stations and passenger terminals

**PRINCIPAL USES PERMITTED** in the zoning district only when access is from a service road. Access shall not be off Marlette Road in Otsego Lake Township and Mills Street in Corwith Township.

- 14.1.12 Any generally recognized retail business within an enclosed building under one hundred thousand (100,000) square feet
- 14.1.13 Offices and showrooms of plumbers, electricians, decorators or similar trades, without outdoor storage
- 14.1.14 Rental shops without outdoor storage
- 14.1.15 Athletic or sports facilities and health clubs, indoor only
- 14.1.16 Places of worship
- 14.1.17 Lumber yards and building material suppliers within enclosed building(s)
- 14.1.18 Businesses including those with drive-through service
- 14.1.19 Wireless Telecommunications Towers and Facilities one hundred ninety (190) feet or less in height without lights Permit criteria include Article 21.46.2
- 14.1.20 Wholesale sales, storage and distribution facilities including accessory retail sales but excluding storage of flammable or hazardous materials Outside storage shall be fenced and screened.
- 14.1.21 Truck and rail freight terminals, including warehousing
- 14.1.22 Vehicle service and storage centers for trucks, watercraft, truck trailers and miscellaneous motorized vehicles Outside storage shall be fenced and screened.
- 14.1.23 Lumber yards, building, construction material suppliers and home improvement centers without outside storage
- 14.1.24 Bottling works, food packaging and freezer plants
- 14.1.25 Equipment reconditioning indoors on an impervious surface
- 14.1.26 Nursery sales and garden supply centers within enclosed building and without outside

- clay area(s)
- 14.1.27 Construction and utility service contractors storing heavy equipment with inside storage only
- 14.1.28 Storage buildings consisting of building(s) with the purpose of commercial and/or private storage. A storage building shall not be used in any form as a residence.
- 14.1.29 Mini-storage buildings consisting of separate storage rooms rented or leased by the month
- 14.1.30 Utilities - All utilities and service structures when their operating requirements necessitate locating the facilities within the district in order to serve the immediate vicinity (storage yards excluded) shall be located underground, except where above ground equipment such as transformers, control panels, services connections and meters are required. All above ground equipment shall be located at the rear of the building. Permitted criteria includes Article 21.10 regarding screening and fences

**14.2 PERMITTED USES SUBJECT TO SPECIAL CONDITIONS** anywhere in the zoning district. The following uses may be permitted, subject to the conditions herein imposed for each use, the review standards of Article 19 and only after the review and approval of the site plan by the Planning Commission. (See Article 21 for applicable specific Requirements for Certain Uses, if any and Article 23 for site plan requirements.)

- 14.2.1 Motels, hotels, motor inns, cabin courts, bed and breakfast facilities, tourist lodging facilities and museums
- 14.2.2 Gasoline service stations for sale of motor fuels, oil and minor accessories
- 14.2.3 Car wash subject to waste water treatment conditions
- 14.2.4 Sales, rental, and service centers for vehicles, watercraft, and/or motor homes and travel trailers, including new or used automobiles, motor bikes, bicycles, watercraft, ATV's, campers, snowmobiles, utility trailers provided:
  - 14.2.4.1 Ingress and egress to the use shall be at least sixty (60) feet from the intersection of any two streets.
  - 14.2.4.2 The arrangement of vehicles stored in the open shall be uniform, following the patterns established for off-street parking lots.
  - 14.2.4.3 No sales or display shall occupy any public street or road right-of-way and further, must be set back at least twenty (20) feet from the front property line.
  - 14.2.4.4 The use of a display model for a business office is permissible provided it is connected to sanitary and water facilities and approved by the County Health Department.
  - 14.2.4.5 Emergency access routes must be maintained in the display area.

**PERMITTED USES SUBJECT TO SPECIAL CONDITIONS** in the zoning district only when access is from a service road. Access shall not be off Marlette Road in Otsego Lake Township and Mill Street in Corwith Township.

- 14.2.5 Retail uses over one hundred thousand (100,000) square feet
- 14.2.6 Offices and showrooms of plumbers, electricians, decorators or similar trades, with outdoor storage
- 14.2.7 Rental shops with outdoor storage
- 14.2.8 Nursery sales and garden supply centers with outdoor display areas
- 14.2.9 Lumber yards, building material suppliers, and home improvement centers, with outdoor storage
- 14.2.10 Rifle or pistol ranges when within a completely enclosed building as an accessory use
- 14.2.11 Auto repair garages or auto body shop, including wrecker service, provided that outdoor

storage of vehicles under repair be confined to the rear yard and screened from view

14.2.12 Sales, rental, and service centers for mobile home, modular home, manufactured homes, or farm equipment provided:

14.2.12.1 Ingress and egress to the use shall be at least sixty (60) feet from the intersection of any two streets.

14.2.12.2 The arrangement of vehicles stored in the open shall be uniform, following the patterns established for off street parking lots.

14.2.12.3 No sales or display shall occupy any public street or road right-of-way; and, further, must be set back at least twenty (20) feet from the front property

### **14.3 DEVELOPMENT REQUIREMENTS**

14.3.1 Mechanical Equipment. All units and appliances for air conditioning, HVAC systems, high voltage electrical systems, exhaust pipes or stacks, elevator housing and satellite dishes or telecommunications receiving devices shall be thoroughly screened from view from the public right-of-way and from adjacent properties, by using walls, fences, roofline elements, penthouse-type screening devices or landscaping. Outdoor wood burning equipment (stoves/furnaces) is prohibited.

14.3.2 Services Access. A designated loading space shall be reserved at the rear of the building. The Planning Commission may permit loading from secondary streets if applicant demonstrates that traffic flow and access to neighboring uses will not be disrupted.

14.3.3 Landscaping. Landscaping is an integral part of this district and shall complement the district and surrounding uses. Landscaping shall comply with the provisions elsewhere in this ordinance.

14.3.4 Sidewalks. The property owners shall provide sidewalks. Sidewalks shall conform to placement and level of adjacent neighborhood sidewalks or be located one (1) foot inside the street right- of-way along all streets abutting the property. Sidewalks shall be a minimum of sixty (60) inches wide, or the width of adjoining sidewalks as approved during site plan review. Greater width may be required during site plan review.

**ARTICLE 17 SCHEDULE OF DIMENSIONS**

17.1 Table 1 - LIMITING HEIGHT, DENSITY AND AREA BY ZONING DISTRICTS (See also Article 21.1 Accessory Buildings and Article 22 General Exceptions for Area, Height, and Use)

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

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

Minimum front, side and rear setbacks, and maximum lot coverage modifications of up to twenty-five percent (25%) may be approved by the Zoning Administrator for nonconforming lots, as described in Article 21.26.1 and 21.26.2.

Note a: Lots within five hundred (500) feet of lakes, ponds, flowages, rivers, streams: See Article 18, LOTS NEAR WATER.

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

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

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

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

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

Note g: Subject to approval by the Planning Commission, the maximum height of buildings may be permitted to exceed the maximum stated in the Schedule by up to fifty percent (50%) in R1, R2, R3, RR, B1 and B2 Districts, and up to one hundred percent (100%) in all other districts, provided that the applicant can demonstrate that no good purpose would be served by compliance with maximums stated, (as in the case of steep topography, a Planned Unit Development, or larger site); and further, there is no conflict with airport zoning height restrictions; fire safety is maintained subject to local fire authority approval; and the light, air and/or scenic views of adjoining property is not impaired. The Planning Commission and or Zoning Board of Appeals cannot allow a WTG height greater than allowed in Section 21.47 or a Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS. [Also see Article 22 General Exceptions for Area, Height, and Use.]

Note h: Section 21.1 allows a rear setback of ten (10) feet for accessory buildings.

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

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

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

Note l: Specific allowable uses have greater allowable heights as stated in the Zoning District allowable use lists, Article 21 and Article 22, Section 22.3 Height Limits, of this ordinance

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## ARTICLE 3 ZONING DISTRICTS AND MAPS

### SECTION 3.1 DISTRICTS

For the purpose of this Ordinance, the County of Otsego is hereby divided into the following districts:

#### RESIDENTIAL DISTRICTS

R1 Residential

R2 General Residential

R3 Residential Estates

RR Recreation Residential

#### OTHER DISTRICTS

FR Forestry Recreation

AR Agricultural Resource

#### NON-RESIDENTIAL

B1 Local Business

B2 General Business

B3 Business & Light Manufacturing

I Industrial

HX Highway Interchange

### SECTION 3.2 DISTRICT BOUNDARIES

The boundaries of these districts are hereby established as shown on the County Zoning Map, which accompanies this Ordinance, and which map with all notations, references, and other information shown thereon shall be as much a part of this Ordinance as if fully described herein. If there are any questions as to the interpretation of District Boundaries the Zoning Board of Appeals shall determine same. District Boundaries as interpreted by the Zoning Board of Appeals may be illustrated on Atlas type zoning maps on file with the Zoning Administrator. Where uncertainty exists with respect to the boundaries of the various districts as shown on the Zoning Map, the following rules shall apply:

- 3.2.1 Boundaries indicated as approximately following the centerlines of streets, highways, or alleys, shall be construed to follow such centerlines.
- 3.2.2 Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
- 3.2.3 Boundaries indicated as approximately following corporate limits shall be construed as following corporate limits.
- 3.2.4 Boundaries indicated as following railroad lines shall be construed to be the midway between the main tracks. Where an abandoned rail line is developed as a parcel, the more restrictive zoning shall apply to the entire parcel.
- 3.2.5 Boundaries indicated as following shorelines shall be construed to follow such shorelines, and in the event of change in the shoreline shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the centerline of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.
- 3.2.6 Boundaries indicated as parallel to or extensions of features indicated in Subsections 1 through 5 above. Distances not specifically indicated on the official Zoning Map shall be determined by the scale of the map.

- 21.36.2 Recycling facilities means a facility that accepts and processes recycled materials, which are stored in buildings or containers.
- 21.36.3 Solid Waste Hauler means any person primarily engaged in the business of collecting, transporting, and delivery or transferring of solid waste within the County to a solid waste transfer station of landfill by the person so hauling.
- 21.36.4 Solid waste means garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludge, solid commercial and solid industrial waste, and animal waste other than organic waste generated in the production of livestock and poultry. Solid waste does not include source separated material or site separated material.
- 21.36.5 Operators of recycling facilities may arrange the establishment of satellite recycling facilities at commercial facilities, which are appropriately zoned with controlled access.
- 21.36.6 Satellite recycling facilities shall be exempt from [Article 23](#) Site Plan Review. The site plan shall be reviewed and approved by the Zoning Administrator.

#### **SECTION 21.37 SHOOTING RANGE**

Minimum lot size for an outdoor shooting range shall be forty (40) acres.

#### **SECTION 21.38 SIGNS AND BILLBOARDS**

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

##### **21.38.1 Signs Permitted**

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

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

##### **21.38.1.3 Accessory Signs in B, [HX](#) and I Districts**

**A. Signs for Single Business:** A single business on one (1) lot or combination of lots in the [B1](#), [B2](#), [B3](#), [I](#) and/or [HX](#) District may install accessory signs in accordance with the following regulations:

1. Accessory Signs in B1, B2, B3 and/or I Districts may be permitted at the rate of two (2) per use, except that at least one (1) sign shall be affixed to or be within two (2) feet of and be parallel with the wall of the main building. One (1) sign may be a freestanding or pylon sign.
2. Signs mounted on and parallel with the wall of the main building shall not exceed a total area of two and one half (2½) feet times the length of the mounting wall.
3. Freestanding signs intended for local or passerby traffic shall not exceed a height of twelve (12) feet measured from the average grade at the base of the sign to the top of the sign. No freestanding sign shall exceed an area of thirty-two (32) square feet, and no such sign shall be longer than three (3) times its width.

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

B. Signs for Shopping Centers, Shopping Centers, Commercial Developments or Two (2) or more stores, offices, research or manufacturing facilities, or retail developments with multiple stores or Commercial PUDs or retail stores with an area over one hundred thousand (100,000) square feet or other Commercial Developments requiring Special Use Approval which have common off street Parking and/or entrance, may install accessory signs in accordance with the following regulations:

1. Signs which direct traffic movement within a property, and which do not exceed four (4) square feet in area for each sign are permitted.
  2. One (1) free-standing identification sign for each street that the development faces.
    - a. The free standing sign shall state only the name of the Shopping Center or multiple use development and Tenants located therein.
    - b. No freestanding sign face shall exceed an area of one hundred (100) square feet.
    - c. Freestanding signs shall not exceed a height of twenty five (25) feet measured from the average grade at the base of the sign to the top of the sign face. The structure supporting the sign shall not exceed a height of thirty (30) feet measured from the average grade at the base of the structure. The height shall not exceed three (3) times the width.
    - d. Tenants of the shopping center or the owner of outlots included within the development plan or PUD shall not be permitted individual free standing signs, except gas stations as noted below.
  3. Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed twenty percent (20%) of the area of the largest wall.
  4. All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than twenty percent (20%) of the total window area.
  5. An automobile service station located on an outlot or on an individual lot within the development or PUD may have one (1) free standing sign in addition to the free standing sign utilized for the development. The free standing sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in [Section 21.38.1.3\(A\)](#) above.

#### 21.38.1.4 Non Accessory Signs and Billboards

Billboards, poster boards, and non accessory signs may be permitted in B2, B3, & I Districts provided the area of the sign does not exceed an area of two hundred (200) square feet in B2 & B3 Districts and three hundred (300) square feet in I Districts. A non-accessory sign or billboard shall not measure longer than three (3) times its width.

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

#### 21.38.1.5 Sign Lighting (also see [SECTION 21.19 LIGHTING, OUTDOOR](#))

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

### **SECTION 21.39 SLAUGHTER HOUSE, MEAT OR POULTRY PACKING OR PROCESSING**

Slaughtering shall be done inside the building only.

### **SECTION 21.40 SOIL EROSION AND SEDIMENTATION CONTROL, STORM WATER MANAGEMENT**

No zoning permit shall be issued until any required Soil Erosion and Sedimentation Control permits and/or Storm Water Management permits have been obtained.

### **SECTION 21.41 SPEAKERS AND SOUND DEVICES, OUTDOOR**

Uses requiring outdoor speakers, outdoor public address systems or similar sound devices shall not be permitted without the written consent of the Planning Commission who shall determine that no public nuisance will be established and that no unreasonable adverse impact will fall on an adjacent property. The Planning Commission may require the installation of various screening and landscaping to minimize the impacts of such speakers on adjoining properties.

### **SECTION 21.42 TRASH RECEPTACLES/DUMPSTERS**

21.42.1 Residential Trash Receptacles shall be placed at curbside no earlier than twenty-four (24) hours from the scheduled pick-up day. Any trash receptacle placed at curb side shall be removed from curb side no later than twenty-four (24) hours after the scheduled pick-up day.

21.42.2 Commercial Trash Receptacles / Dumpsters may be placed upon a parcel of land in such a manner to facilitate loading and unloading. They may be placed no closer than ten (10) feet to any adjoining property. All Trash Receptacles shall be properly maintained with working lids and the lids shall be maintained in a closed position.

**21.42.2.1 During the site plan review process the Planning Commission or Zoning Administrator may require Commercial Businesses abutting land zoned Residential (R1, R2, R3, RR) or existing residential development in other zoning districts (HX) to maintain a greater setback than ten (10) feet but in no case shall the required setback be greater than twenty five (25) feet.**

21.42.3 Temporary Commercial Construction Dumpsters are exempt from these regulations.

21.42.4 Trash Receptacles / Dumpsters meeting the requirements of [Sections 21.42.1, 21.42.2 & 21.42.3](#) shall not be considered unsightly areas as covered in [Section 21.18.5](#).

### **SECTION 21.43 UNDERGROUND UTILITY WIRES**

Within the area of a plat or site plan, all distribution lines for electric, communication, or similar associated services shall be placed underground. Those electric and communication facilities placed in dedicated public ways shall be installed so as not to conflict with other underground utilities. All communication and electric facilities shall be constructed in accordance with standards of construction approved by the Michigan Public Service Commission. All underground utility installations which traverse privately-owned property shall be protected by easements granted by the owner of such property.

The Planning Commission may, by resolution, waive or modify any of the above requirements for underground line installations with respect to a particular plat or site plan when the strict application of the above requirements would result in unnecessary hardship. Prior to any such waiver or modification, a public hearing regarding the proposal shall be held by the Planning Commission.

### **SECTION 21.44 UNLISTED PROPERTY USE**

The County Zoning Board of Appeals shall have power on written request of a property owner in any Zoning District to classify a use not listed with a comparable permitted use in the District giving due consideration to the provisions of [Article 19](#) of this Ordinance when declaring whether it is a use permitted by right or by special

## SECTION 21.46.5

All towers in [Section 21.45](#) must comply with FCC and FAA regulations.

## SECTION 21.47 WIND GENERATION

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

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

### 21.47.1 ZONING DISTRICT LOCATIONS

WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use in all Zoning Districts. (See [Section 21.47.2](#))

WTG Small: Permitted as an accessory use to an allowed Principal Use in all zoning districts. (See [Section 21.47.3](#))

WTG Medium: Permitted as an accessory use to an allowed Principal Use in AR, FR & I Zoning Districts. (See [Section 21.47.4](#))

WTG Large: Permitted Subject to Special Conditions in AR, FR. (See [Section 21.47.5](#))

Anemometer Tower: Permitted Subject to Special Conditions in AR, FR. (See [Section 21.47.6](#))

### 21.47.2 WIND TURBINE GENERATOR— BUILDING-MOUNTED.

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

- a. Zoning District: Permitted as an accessory use to an allowed Principal Permitted Use in all zoning districts.
- b. Height: The height of the [WTG – BUILDING-MOUNTED](#) shall not exceed fifteen (15) feet as measured from the highest point of the roof, excluding chimneys, antennae, and similar protuberances, to the highest point of the wind turbine generator, regardless whether that point is on a fixed or mobile part of the wind turbine generator.
- c. Property Line Setback: Shall be no closer than the minimum specified in [Article 17](#). No portion of the wind turbine generator shall encroach into the required property line setback. If guy wires are used, their anchors may not be closer than the minimum setback specified in [Article 17](#).
- d. Number of Units: All lots shall be allowed one (1) WTG – Building-Mounted provided all the requirements for WTG – Building-Mounted are met.

1. Lots located in [R1](#), [R2](#), [R3](#), [RR](#), [B1](#), [B2](#), [B3](#) & [HX](#) zoning districts shall be allowed up to two (2) WTG – Building-Mounted on a single lot if the lot meets or exceeds the Minimum Lot Area requirements of [Article 17](#), and provided all the requirement for WTG – Building-Mounted are met.
  2. Lots located in FR, AR & I zoning districts shall be allowed up to four (4) WTG – Building-Mounted on a single parcel if the parcel meets or exceeds the Minimum Lot Area requirements of [Article 17](#), and provided all the requirements for WTG – Building-Mounted are met.
  3. WTG – Building-Mounted shall only be located on buildings greater than two hundred (200) square feet in area.
  4. The Number of Units may be increased, in all zoning districts, by a rate of one (1) per each twenty thousand (20,000) square feet a lot is larger than the minimum lot size required in [Article 17](#) provided all the requirements for WTG – Building-Mounted are met.
  5. WTG – Building-Mounted shall be sited no closer than the height of the taller WTG from its base to the base of an adjacent WTG. For this purpose the base of a Building-Mounted WTG is considered to be the point at which the WTG tower attaches to the building.
- e. **Sound Pressure Level:** Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the adjacent property or road is located per the following schedule:

Zoning District	Day dB(A)	Night dB(A)
R1, R2, R3, RR, B1	40	35
FR, AR	40	35
B2, B3, <a href="#">HX</a>	50	45
I	60	50

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

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

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

### 21.47.3 WIND TURBINE GENERATOR — SMALL

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

- a. Zoning District: Permitted as an accessory use to an allowed Principal Use in all zoning districts.
- b. Height: Shall have a WIND TURBINE GENERATOR HEIGHT less than sixty (60) feet.
- c. Property Line Setback: Shall not be closer than one and one-half (1½) times the Wind Turbine Generator Height to the nearest property line from the base of the WTG.
- d. Riparian Zone Setback: Shall not be closer than one and one-half (1½) times the Wind Turbine Generator Height to the nearest ordinary high water mark of lakes in the County that appear on the most recent US Geological Survey Quadrangle maps.  
  
Shall not be closer than one and one-half (1½) times the Wind Turbine Generator Height to the nearest banks of rivers, streams, and flowages of water in the County that appear on the most recent US Geological Survey Quadrangle maps. These setbacks are measured on a horizontal plane.
- e. Number of Units: Lots located in R1, R2, R3, RR, AR, FR, B1, B2, B3, I and HX zoning districts may be allowed one (1) WTG – Small on a single lot if the lot meets or exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirements for WTG – Small are met.
  - 1. The Number of Units may be increased to a density not to exceed one (1) WTG-Small per five (5) acres (217,800 square feet).
  - 2. WTG – Small shall be sited no closer than one and on-half (1½) times the height of the taller WTG from its base to the base of an adjacent WTG.

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

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

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

- g. Code Requirements: Shall meet all applicable state and local construction and electrical codes, and other permits required by law. Wiring for WTG-Small shall be underground or enclosed in the tower.
- h. Safety: WTG-Small shall have an automatic braking, governing, or feathering system and shall be maintained in accordance with Underwriters Laboratories (UL) listed standards.
- i. Blade clearance: The minimum blade tip clearance from grade, structure, or appurtenance shall be fifteen (15) feet.
- j. Tower: Shall be a free-standing monopole (guy wires are not permitted) that shall meet or exceed tower specifications provided by the manufacturer of the generator, or have a design approved by an independent professional engineer licensed in the State of Michigan.
- k. Shadow flicker: The WTG – Small shall be designed, sited and operated in such a manner to minimize shadow flicker on a roadway. In addition the WTG – Small shall be designed, sited and operated in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG – Small is erected. The owner and/or operator shall prohibit shadow flicker on any future lawfully constructed structure located off the property on which the WTG-Small is erected.
- l. Sale of electric power via net metering is permitted per applicable state law.
- m. The WTG – Small shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the WTG – Small is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- n. The WTG – Small shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.
- o. The WTG – Small shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- p. The WTG – Small shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG – Small, the owner and/or operator shall take such action as to correct the television, radio, cellular telephone or microwave

- q. The WTG – Small shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- r. A WTG – Small that is not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within ninety (90) days of receipt of a notice from the county requiring removal.
- s. The owner shall be responsible for the ongoing compliance with the standards of this ordinance.

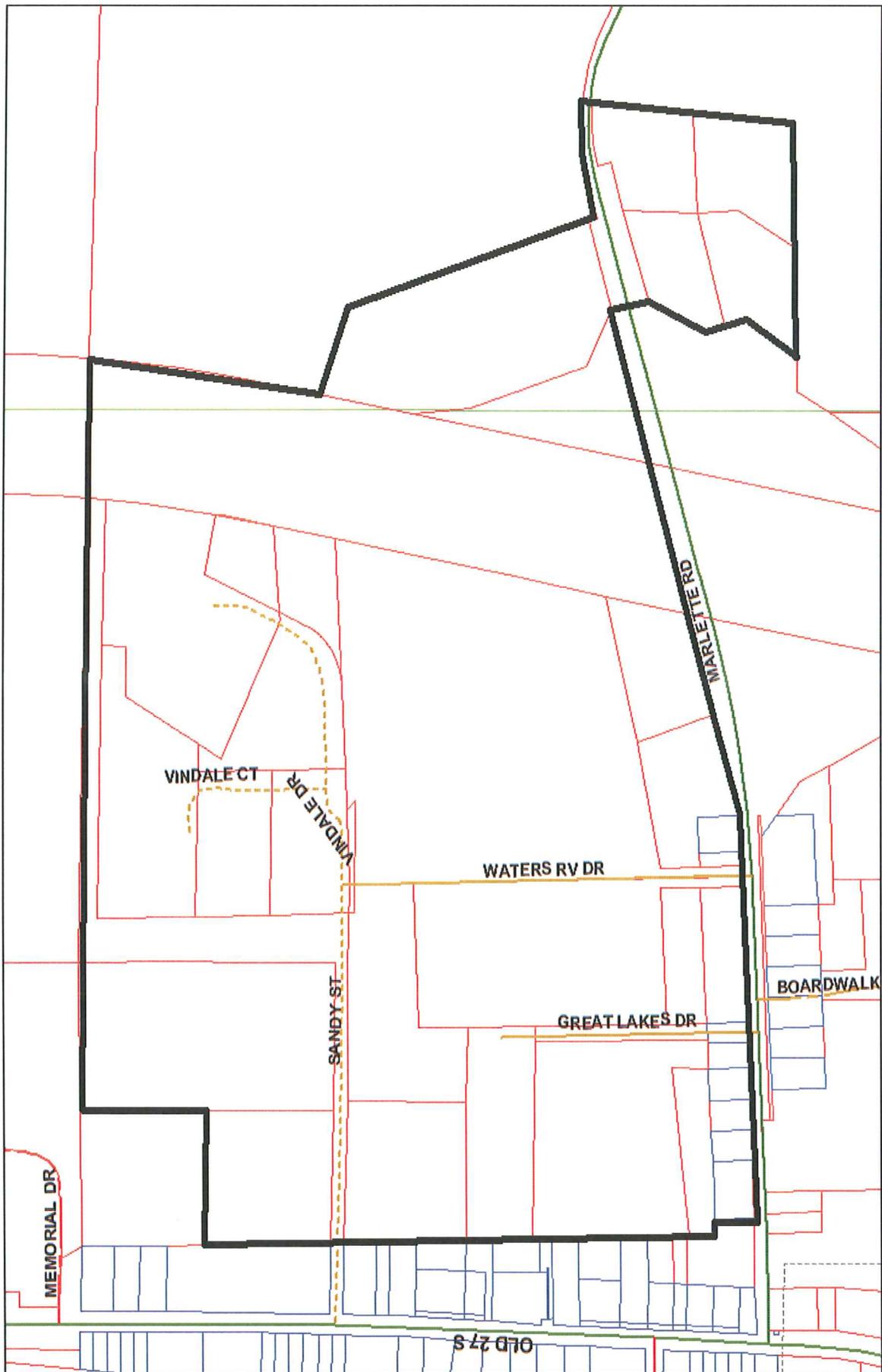
**21.47.4 WIND TURBINE GENERATOR — MEDIUM**

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

- a. Zoning District: Permitted as an Accessory Use to an allowed Principal Use only in AR, FR & I Zoning Districts.
- b. Height: Shall have a WIND TURBINE GENERATOR HEIGHT greater than sixty (60) feet but less than or equal to one hundred (120) feet.
- c. Property Line Setback: Shall not be closer than one and one-half (1½) times the Wind Turbine Generator Height to the nearest property line from the base of the WTG.
- d. Riparian Zone Setback: Shall not be closer than one and one-half (1½) times the Wind Turbine Generator Height to the nearest ordinary high water mark of lakes in the County that appear on the most recent US Geological Survey Quadrangle maps. Shall not be closer than one and one-half (1½) times the Wind Turbine Generator Height to the nearest banks of rivers, streams, and flowages of water in the County that appear on the most recent US Geological Survey Quadrangle maps. These setbacks are measured on a horizontal plane.
- e. Avian Corridors: WTG-Medium should not be located in historic avian migration pathways or frequent use corridors.
- f. Number of Units: Lots located in AR, FR & I zoning districts shall be allowed one (1) WTG – Medium on a single lot if the lot meets or exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirement for WTG – Medium are met.
  - 1. The Number of Units may be increased to a density not to exceed one (1) WTG-Medium per ten (10) acres (435,600 square feet).
  - 2. WTG – Medium shall be sited no closer than one and one-half (1½) times the height of the taller WTG from its base to the base of an adjacent WTG.
- g. **Sound Pressure Level:** Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the WTG is located per the following schedule:

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

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



06/27/2014

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
JULY 1, 2014 WARRANT

Check #	Check Date	Payee	Description	GL #	Amount
52599	06/23/2014	CHARLTON TOWNSHIP	LAND BEAUTIFICATION AT CHARLTON T	101-101-940.010	1,000.00
52600	06/23/2014	GAYLORD FORD	SHERIFF EXPLORER	266-901-970.420	26,985.81
52601	06/23/2014	GREAT LAKES ENERGY	VETERAN'S TRUST FUND	294-683-930.999	441.71
52602	06/24/2014	NATURAL GOLF COURSE	ANNUAL GOLF OUTING	701-000-232.001	1,720.00
52603	06/24/2014	OTSEGO COUNTY	ANNUAL GOLF OUTING	701-000-232.001	280.00
52604	06/25/2014	FRONTIER	231-189-0447-031698-5	261-427-930.210	2,388.52
1272(E)	07/01/2014	MUNICIPAL EMPLOYEES RETIREMENT	COUNTY RETIREMENT FOR JUNE	704-000-231.700	43,385.06
52605	07/01/2014	ALPINE COMPUTERS	NEW POWER SUPPLY FOR GUEST COMP	208-752-726.000	69.99
52606	07/01/2014	AUTO OWNERS INSURANCE CO	RESTITUTION CLAIM#82-4263-08	701-000-271.000	25.00
52607	07/01/2014	BETH MATZKE	CAMPING REFUND	208-440-652.030	34.00
52608	07/01/2014	BEVERLY ENTERPRISES	RESTITUTION 89-1426FH	701-000-271.000	50.00

52609	07/01/2014	BLUE CROSS BLUE SHIELD OF MICHIGAN 007016459710	JULY HEALTHCARE	647-851-704.110	69,393.44
52610	07/01/2014	BRUCE TILLINGER	CONTRACTURAL MECHANICAL AND PLU	249-371-801.027	1,265.00
52611	07/01/2014	CATHERINE ISBELL	14-32-DL IRWIN TRANSPORT ON 6/20/1	101-134-930.500	59.33
52611	07/01/2014	CATHERINE ISBELL	14-32-DL IRWIN TRANSPORT ON 6/20/1	101-134-940.010	16.00
52611	07/01/2014	CATHERINE ISBELL	14-32-DL IRWIN TRANSPORT ON 6/20/1	292-662-930.500	16.95
52611	07/01/2014	CATHERINE ISBELL	14-32-DL IRWIN TRANSPORT ON 6/20/1	292-662-930.830	6.00
					-----
					98.28
52612	07/01/2014	CEDAR CREEK STORAGE BURNS LLC	1549 WIRE CABINS, 2 SWITCHES, 2 LIGH'	208-752-930.620	800.00
52613	07/01/2014	CHOSEN ELECTRIC	REFUND OF PERMIT APP/ PAYMENT TH/	249-030-694.000	95.00
52614	07/01/2014	CHRIS DECKROW	RESTITUTION 04-3075FH	701-000-271.000	25.00
52615	07/01/2014	CIC BENEFIT CONSULTING GROUP	10143 HRA JUNE ADMIN FEES CADR-MA	647-851-704.110	1,881.00
52616	07/01/2014	CITY OF GAYLORD	WATER BILL	208-752-920.200	40.65
52616	07/01/2014	CITY OF GAYLORD	001254-0000-02 MAY	588-699-920.200	77.70
52616	07/01/2014	CITY OF GAYLORD	200 LIVINGSTON B	637-265-920.200-ALPCT0000C	578.60
52616	07/01/2014	CITY OF GAYLORD	225 W MAIN STREET	637-265-920.200-CRTHS0000C	395.61
52616	07/01/2014	CITY OF GAYLORD	125 S OTSEGO	637-265-920.200-INFO CTROO	33.19
					-----
					1,125.75

52617	07/01/2014	CONSUMERS ENERGY	103011195155/100031389081	208-752-930.620	288.31
52617	07/01/2014	CONSUMERS ENERGY	100006936593	637-265-930.620-ALPCT0000C	4,544.63
52617	07/01/2014	CONSUMERS ENERGY	100054288418	637-265-930.620-LNDUS0000	428.83
					<u>5,261.77</u>
52618	07/01/2014	DAVID & JULIE GEYER	REFUND FORFEITURE FEES FOR PARCEL : 516-000-228.051-TAX201200C		240.00
52619	07/01/2014	DAVID B PARSELL	14-32-DL IRWIN TRANSPORT ON 06/17/ 101-134-940.010		12.00
52619	07/01/2014	DAVID B PARSELL	14-32-DL IRWIN TRANSPORT ON 06/17/ 292-662-930.830		4.00
					<u>16.00</u>
52620	07/01/2014	DE LAGE LANDEN PUBLIC FINANCE	COURT COPIER ANNUAL PROPERTY TAX 101-131-920.520		73.23
52620	07/01/2014	DE LAGE LANDEN PUBLIC FINANCE	FOC COPIER ANNUAL PROPERTY TAX 215-141-920.520		57.08
					<u>130.31</u>
52621	07/01/2014	DELTA DENTAL OF MICHIGAN	RIS0000558125 COUNTY DENTAL JULY 2 647-851-704.110		5,645.91
52622	07/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 JULY 2014 COURT DENTA 101-131-704.110		817.22
52622	07/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 JULY 2014 COURT DENTA 101-136-704.110		80.13
52622	07/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 JULY 2014 COURT DENTA 101-148-704.110		101.57
52622	07/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 JULY 2014 COURT DENTA 215-141-704.110		500.57
52622	07/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 JULY 2014 COURT DENTA 292-662-704.110		216.20
52622	07/01/2014	DELTA DENTAL OF MICHIGAN	MI001160001 JULY 2014 COURT DENTA 704-000-231.261		428.92
					<u>2,144.61</u>
52623	07/01/2014	DENISE SOCIA	RESTITUTION 08-3862FH	701-000-271.000	10.00

52624	07/01/2014	DEPENDABLE CONCRETE	RESTITUTION 07-3745FH	701-000-271.000	16.00
52625	07/01/2014	DMC TECHNOLOGY GROUP INC	AS400 REPLACEMENT CONTRACT	497-901-970.435	29,096.00
52626	07/01/2014	DTE ENERGY	GAS BILL 4463311600027	208-752-930.610	196.63
52627	07/01/2014	EARTHWORKS ENTERPRISES INC	SAND, GRAVEL AND LIMESTONE FOR PA	208-752-726.050	2,019.50
52628	07/01/2014	EREMAL L REPP	CONTRACTURAL ELECTRICAL INSPECTOF	249-371-801.026	1,865.00
52629	07/01/2014	EXTREME POWER SPORTS	RESTITUTION 08-3947FH	701-000-271.000	50.00
52630	07/01/2014	FARM BUREAU INSURANCE	RESTITUTION CLAIM 001-39328A-080	701-000-271.000	120.00
52631	07/01/2014	FRONTIER	ACCT#231-164-4102-082208-5	261-427-930.210	2.06
52632	07/01/2014	GAYLORD CITY POLICE DEPARTMENT	RESTITUTION 09-4132FH	701-000-271.000	100.00
52633	07/01/2014	GOLDEN AUTO ELECTRIC INC	54166 LITE BOXS	208-752-726.050	250.00
52634	07/01/2014	GREAT LAKES ENERGY	ELECTRIC BILL-GROEN	209-751-930.620	53.87

52635	07/01/2014	GREG & KIMBERLY ROSS	RESTITUTION 02-2782FH	701-000-271.000	10.00
52636	07/01/2014	HEATHER KITTLE	CAMPING REFUND	208-440-652.030	90.00
52637	07/01/2014	HOLY CROSS CHILDRENS SERVICES	14-26-NA CAMERON PLACEMENTS 05/0	292-662-930.810	5,354.32
52638	07/01/2014	JAMES MCBRIDE	6-2014 HRA RETIREE REIMBURSEMENT	101-853-940.110	165.69
52639	07/01/2014	JOHN M POLIZZI	OVERPYMT 102-530-000-023-00	516-030-694.000	51.73
52640	07/01/2014	JOHN M POLIZZI	OVERPYMT 102-530-000-024-00	516-030-694.000	59.10
52641	07/01/2014	JOY VALLEY COUNSELING	14-14-DL RAPPLEY EVALUATION	292-662-940.010	600.00
52642	07/01/2014	KEESLING, MARK A.	OVERPAYMENT 023-180-002-224-01	516-030-694.000	56.23
52643	07/01/2014	KEVAN D FLORY	CONTRACTURAL BUILDING AND ZONING	101-721-801.020	1,400.00
52643	07/01/2014	KEVAN D FLORY	CONTRACTURAL BUILDING AND ZONING	249-371-801.024	4,145.00
					<u>5,545.00</u>
52644	07/01/2014	KURT MCPHEE	RESTITUTION 05-3277FH	701-000-271.000	30.00
52645	07/01/2014	LARRYS LANDSCAPING	2014001 START SPRINKLER AT LIBKE, RE	208-752-920.200	125.00

52646	07/01/2014	LAWRENCE CHOLODY	OVERPYMT 031-026-100-010-01	516-030-694.000	26.70
52647	07/01/2014	LINCOLN FINANCIAL	CICOTSEGO-BL925664 LIFE ADD DISABIL	704-000-231.870	2,664.55
52648	07/01/2014	LINDA BARCZI	OVER PAID FOR RESERVATION	208-440-652.030	26.00
52649	07/01/2014	LORRIE AND ROBERT BAGANZ	14-22-NA COHOON PLACEMENT 5/1/14	292-662-930.700	844.44
52650	07/01/2014	MATTHEW GREEN	RESTITUTION 06-3581FH	701-000-271.000	100.00
52651	07/01/2014	NEW CENTURY SIGNS	29309 CABIN PARKING ONLY SIGNS	208-752-726.000	50.00
52651	07/01/2014	NEW CENTURY SIGNS	COUNTY VEHICLE VINYL	249-371-726.000	49.00
					----- 99.00
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	101-101-726.000	145.78
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	101-267-801.020	10.00
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI	5.27 - 6.11	101-301-726.000	37.42
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI	5.27 - 6.11	101-320-704.400	442.14
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI	5.27 - 6.11	101-331-726.000	39.97
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI	5.27 - 6.11	101-351-726.000	63.20
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI	5.27 - 6.11	101-351-930.700	35.10
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	208-752-726.000	397.95
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	212-430-726.000	131.99
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	266-901-970.420	1,575.60
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	282-537-726.000	325.00
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	645-172-930.500	302.89
52652	07/01/2014	NORTHWESTERN BANK-CARDMEMBEI ADMIN	5.19 - 6.06	645-201-704.400	25.00
					-----

					3,532.04
52653	07/01/2014	OMH MEDICAL GROUP & MEDCAR W/ ACCT 60162 STATEMENT 5/31/2014 PH` 208-752-726.000			165.00
52653	07/01/2014	OMH MEDICAL GROUP & MEDCAR W/ ACCT 60162 STATEMENT 5/31/2014 PH` 588-699-940.010			286.00
					<u>451.00</u>
52654	07/01/2014	OMS COMPLIANCE SERVICES INC	75139 NON DOT DRUG TEST	588-697-704.400	75.75
52655	07/01/2014	OTSEGO CLUB & RESORT	RESTITUTION 04-3045FH	701-000-271.000	200.00
52656	07/01/2014	OTSEGO COUNTY TREAS	JURY BOX REIMB 6/23/14	101-145-930.930	12.90
52657	07/01/2014	OTSEGO COUNTY TREAS	JURY BOX REIMB 6/25/14	101-145-930.930	875.60
52658	07/01/2014	OTSEGO COUNTY TREAS	JURY BOX REIMB 6/25/14	101-145-930.930	323.60
52659	07/01/2014	RADIO SHACK	RADIO ADAPTERS, BATTERIES	208-752-726.000	88.05
52660	07/01/2014	RICHARD CILWA	RESTITUTION 12-4496FC	701-000-271.000	325.00
52661	07/01/2014	ROBERT PAUL BRADLEY	JUNE 2014 WEEKEND DRUG TESTER: JUI	101-133-940.010	160.00
52662	07/01/2014	ROSCOMMON COUNTY	13-92-DL BARB PLACEMENT 06/03/14 T	292-662-930.810	3,634.00

52663	07/01/2014	SANE	RESTITUTION 09-4070FH	701-000-271.000	10.94
52664	07/01/2014	SCOTT T BEATTY	JUNE 2014 FOC REFEREE HEARINGS	215-141-940.010	2,250.00
52665	07/01/2014	SCOTT WOODY	OVERPYMT 091-270-001-077-00	516-030-694.000	15.72
52666	07/01/2014	SHELBY KERKES	CAMPING REFUND LEFT EARLY	208-440-652.030	16.00
52667	07/01/2014	SHERRY FORBES	JULY 2014 COURT CLEANING FEES	101-131-726.025	150.00
52667	07/01/2014	SHERRY FORBES	JULY 2014 FOC CLEANING FEES	215-141-726.025	150.00
					----- 300.00
52668	07/01/2014	STERLING MCPHERSON	6/23 AID, GAYLORD BASIC RIDER COURS	101-332-801.030	180.00
52669	07/01/2014	STEVE BAUER	CAMPING REFUND	208-440-652.030	94.00
52670	07/01/2014	STEVE DIEBEL	#5 FIREWOOD	208-752-726.000	162.50
52671	07/01/2014	SUZANNE PARSELL	14-32-DL IRWIN TRANSPORT ON 6/17/1	101-134-930.500	48.59
52671	07/01/2014	SUZANNE PARSELL	14-32-DL IRWIN TRANSPORT ON 6/17/1	101-134-940.010	12.00
52671	07/01/2014	SUZANNE PARSELL	14-32-DL IRWIN TRANSPORT ON 06/17/	292-662-930.500	5.66
52671	07/01/2014	SUZANNE PARSELL	14-32-DL IRWIN TRANSPORT ON 06/17/	292-662-930.830	4.00
					----- 70.25

52672	07/01/2014	TELEPHONE SUPPORT SYSTEMS INC	REPLACE BROKEN PHONE LAND USE	249-371-930.210	205.00
52673	07/01/2014	TIER FIVE DISTRIBUTING LLC	MTT DECREASE IN TV 010-016-300-030-	516-000-026.021	7,268.68
52674	07/01/2014	TIMOTHY BURKE	6/23 GAYLORD BASIC RIDER COURSE	101-332-801.030	560.00
52675	07/01/2014	TIMOTHY MCPHERSON	6/23 GAYLORD BASIC RIDER COURSE, 26	101-332-801.020	260.00
52675	07/01/2014	TIMOTHY MCPHERSON	6/23 GAYLORD BASIC RIDER COURSE, 26	101-332-801.030	700.00
					----- 960.00
52676	07/01/2014	WAL-MART STORES ASSET PROTECTIO	RESTITUTION 02-2728FH	701-000-271.000	25.00
52677	07/01/2014	WALTER DRZEWIECKI	RESTITUTION 13-4764FH	701-000-271.000	558.00
52678	07/01/2014	WAYNE ISBELL	14-32-DL IRWIN TRANSPORT ON 6/20/1	101-134-940.010	16.00
52678	07/01/2014	WAYNE ISBELL	14-32-DL IRWIN TRANSPORT ON 6/20/1	292-662-930.830	6.00
					----- 22.00
52679	07/01/2014	WILLIAM JOHNSON	OVERPAYMENT 3 PARCELS 091-140-000	516-030-694.000	19.13
52680	07/01/2014	WILLIAM MOREY	RESTITUTION 07-3846FH	701-000-271.000	56.16
52681	07/01/2014	WINN TELECOM	989-705-1786 JUNE	588-699-930.210	503.74
		TOTAL - ALL FUNDS	TOTAL OF 84 CHECKS		237,084.04

Fund	Amount
Total for fund 101 GENERAL FUND	7,797.47
Total for fund 208 PARKS AND RECREATI	4,913.58
Total for fund 209 GROEN NATURE PRES	53.87
Total for fund 212 ANIMAL CONTROL	131.99
Total for fund 215 FRIEND OF THE COUR	2,957.65
Total for fund 249 BUILDING INSPECTIOI	7,624.00
Total for fund 261 911 SERVICE FUND	2390.58
Total for fund 266 EQUIPMENT FUND	28,561.41
Total for fund 282 AIRPORT SPECIAL EVE	325.00
Total for fund 292 CHILD CARE FUND	10,691.57
Total for fund 294 VETERANS' TRUST FU	441.71
Total for fund 497 COURTHOUSE RESTOI	29,096.00
Total for fund 516 DELINQUENT TAX REV	7,737.29
Total for fund 588 TRANSPORTATION FU	943.19
Total for fund 637 BUILDING AND GROU	5,980.86
Total for fund 645 ADMINISTRATIVE SER	327.89
Total for fund 647 HEALTH CARE FUND	76,920.35
Total for fund 701 GENERAL AGENCY	3,711.10
Total for fund 704 PAYROLL IMPREST FU	46,478.53
	237,084.04

07/03/2014

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
JULY 8, 2014 WARRANT

Check #	Check Date	Payee	Description	GL #	Amount
51961	5/13/2014	OTSEGO COUNTY BUS SYSTEM**VOID	WORK CAMP VAN REPAIR #804/813	205-301-726.050	(61.39)
52682	07/01/2014	AFFORDABLE AUTO REPAIR	VETERAN'S TRUST FUND	294-683-930.999	1,142.96
52683	07/01/2014	KIM LEWIS	VETERAN'S TRUST FUND	294-683-930.999	650.00
52684	07/08/2014	87- A DISTRICT	MAY 2014 CREDIT CARD FEES	101-131-930.150	493.45
52685	07/08/2014	ADVANCED MARKETING PARTNERS, IN	LEIN PAPER #209543	101-351-726.000	132.08
52686	07/08/2014	AIRGAS USA LLC	9919232732/9918444570	281-537-920.410	59.76
52687	07/08/2014	ANTHONY P ESSON ARCHITECT	SHERIFF BUILDING REMODEL	499-901-970.300	4,230.00
52688	07/08/2014	ARROW UNIFORM RENTAL	CARPET CLEANING	281-537-920.410	104.85
52689	07/08/2014	ARTS AUTO ELECTRIC SERVICE INC	01KY6625 STOCK	588-699-726.050	61.91
52690	07/08/2014	ASCAP	WINGS OVER GAYLORD AIRSHOW	282-537-930.300	300.00
52691	07/08/2014	AUTO VALUE GAYLORD	259-250546 STOCK; 259-251226 BUS #3C	588-699-726.050	225.87

52692	07/08/2014	BARBARA J GOWARD	GUARDIANSHIP REVIEW ON 6/28/14	101-131-930.500	6.70
52692	07/08/2014	BARBARA J GOWARD	GUARDIANSHIP REVIEW ON 6/28/14	101-131-930.830	30.00
					<u>36.70</u>
52693	07/08/2014	BEACON CONSULTING LLC	OVERPAYMENT 091-220-000-023-00/091-516-030-694.000		23.18
52694	07/08/2014	BLAKER REALTY	OVERPAYMENT	516-030-694.000	11.56
52695	07/08/2014	BLARNEY STONE BROADCASTING INC	2014 AIRSHOW RADIO ADVERT	282-537-930.300	825.00
52696	07/08/2014	BLUE TOOL SERVICE LLC	41443; 41643 SHOP TOOLS	588-699-726.050	259.06
52697	07/08/2014	BMI	WINGS OVER GAYLORD	282-537-930.300	370.00
52698	07/08/2014	BS&A SOFTWARE INC	P.R.E. AUDIT .NET PROGRAM	616-253-970.450	3,000.00
52699	07/08/2014	CADILLAC CULVERT INC	NEW FIRE RINGS FOR PARK	208-752-726.000	3,125.00
52700	07/08/2014	CASEY DAVISION	CAMPING REFUND LEFT EARLY	208-440-652.030	40.00
52701	07/08/2014	CCP INDUSTRIES INC	IN01297774 SHOP USE	588-699-726.050	277.79
52702	07/08/2014	CDW GOVERNMENT INC	SYMANTEC BACKUP EXEC RENEWAL 2014	101-228-801.020	1,340.00

52703	07/08/2014	CENTURY LINK	ELMIRA TWP FIRE DEPT ACCT 300451601	261-427-930.210	51.78
52704	07/08/2014	CHANDA HARDWOOD	CAMPING REFUND	208-440-652.030	40.00
52705	07/08/2014	CHRISTOPHER MARTIN	MEDICAL EXAMINER SERVICES	101-648-801.020	100.00
52706	07/08/2014	CINDY PRICE	CABIN REFUND	208-440-652.045	265.00
52707	07/08/2014	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-101-726.000	35.00
52707	07/08/2014	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-149-726.000	45.00
52707	07/08/2014	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-267-920.410	35.00
52707	07/08/2014	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-301-920.410	35.00
52707	07/08/2014	CROSSROADS INDUSTRIES	AIRSHOW POSTERS, POST CARDS PRINTIN	282-537-930.300	187.65
					----- 337.65
52708	07/08/2014	CURTISS REPORTING CORP	PEOPLE V ALEC SHANE 13-4689-FH: 3/7/1:	101-131-801.030	166.15
52709	07/08/2014	DE LAGE LANDEN PUBLIC FINANCE	41790740 JUNE COPIES	588-699-940.010	142.93
52710	07/08/2014	DEKETO	OTSEGO 2014 #05	101-215-920.410	314.00
52710	07/08/2014	DEKETO	OTSEGO 2014 #05	256-215-920.410	628.00
					----- 942.00
52711	07/08/2014	DERMATEC DIRECT	CORRECTIONS SAFETY GLOVES #1306485	101-351-930.470	120.99

52712	07/08/2014	DIANA M BOYD	GUARDIANSHIP REVIEW ON 6/23/14	101-131-930.500	15.60
52712	07/08/2014	DIANA M BOYD	GUARDIANSHIP REVIEW ON 6/23/14	101-131-930.830	30.00
					<u>45.60</u>
52713	07/08/2014	DIGITAL ALLY INC.	INV# 1065168 GPS ANTENNA/MIC CABLE	101-301-726.050	160.00
52714	07/08/2014	DUNNS	TAPE GUN, LABELS	101-131-726.000	523.15
52714	07/08/2014	DUNNS	PROBATION/PAROLE SUPPLIES	101-149-726.000	41.79
52714	07/08/2014	DUNNS	PRINTER INK TONER CART , SUPPLY	281-537-726.000	511.74
52714	07/08/2014	DUNNS	7789650 COPY PAPER; TRASH BAGS	588-699-726.000	116.96
52714	07/08/2014	DUNNS	7789650 COPY PAPER; TRASH BAGS	588-699-726.025	349.56
					<u>1,543.20</u>
52715	07/08/2014	EMMET COUNTY DPW	INV#61614	226-528-940.010-PROG0000	18,436.50
52716	07/08/2014	EMPIRIC SOLUTIONS INC	AUG COMPASS MGMT FEE	101-131-801.020	1,065.15
52716	07/08/2014	EMPIRIC SOLUTIONS INC	AUG COMPASS MGMT FEE	101-228-801.030	2,179.85
					<u>3,245.00</u>
52717	07/08/2014	ENGINEERED PROTECTION SYSTEMS INC	INVOICE# A712046	281-537-920.400	285.00
52718	07/08/2014	FRED E CARL	OVERPYMT 091-270-001-102-00	516-030-694.000	6.51
52719	07/08/2014	FRONTIER	CENTER PHONE BILL	208-752-930.210	59.75
52719	07/08/2014	FRONTIER	ACCT#231-189-0447-031698-5	261-427-930.210	835.07
					<u>835.07</u>

					894.82
52720	07/08/2014	FRONTIER	989-732-5130-052208-5 JUNE 2014 COUR	101-131-930.210	70.93
52721	07/08/2014	GASLIGHT MEDIA	INV#46912	101-228-801.020	50.00
52722	07/08/2014	GAYLORD ARFF INC	JULY AIRPORT ARFF	281-537-940.010	13,263.33
52723	07/08/2014	GAYLORD DRY CLEANERS	JUNE 2014 DRYCLEANING & ALTERATION	101-301-920.410	60.00
52723	07/08/2014	GAYLORD DRY CLEANERS	JUNE 2014 DRYCLEANING & ALTERATION	101-302-920.410	60.00
52723	07/08/2014	GAYLORD DRY CLEANERS	JUNE 2014 DRYCLEANING & ALTERATION	101-331-726.046	10.00
52723	07/08/2014	GAYLORD DRY CLEANERS	JUNE 2014 DRYCLEANING & ALTERATION	101-334-920.410	21.00
52723	07/08/2014	GAYLORD DRY CLEANERS	JUNE 2014 DRYCLEANING & ALTERATION	101-336-726.046	10.00
					-----
					161.00
52724	07/08/2014	GENESEE COUNTY MEDICAL EXAMINE	AUTOPSY	101-648-930.920	1,230.00
52725	07/08/2014	GILL ROYS HARDWARE	INV# 1406-856405 NUMBER SET/5 GAL G/	101-331-726.000	14.99
52725	07/08/2014	GILL ROYS HARDWARE	INV# 1406-856405 NUMBER SET/5 GAL G/	101-331-726.050	52.97
					-----
					67.96
52726	07/08/2014	GLOBALSTAR USA	ACCT#1.50017105 INV#100000000566574	261-427-940.010	1,451.75
52727	07/08/2014	GREAT LAKES ENERGY	ELECTRIC BILL	209-751-930.620	41.09

52728	07/08/2014	HATFIELD SPRAYING SERVICE INC	GYPSY MOTH SPRAYING	241-621-940.010	11,232.00
52729	07/08/2014	HOEKSTRA TRANSPORTATION INC	X101001580:01 BUS #30 & BUS #33	588-699-726.050	421.00
52730	07/08/2014	HOSPITAL PURCHASING SERVICE	2014-2015 DUES	101-301-920.410	146.28
52730	07/08/2014	HOSPITAL PURCHASING SERVICE	2014-2015 DUES	101-351-920.410	150.71
52730	07/08/2014	HOSPITAL PURCHASING SERVICE	2014-2015 DUES	101-864-920.410	1,700.48
52730	07/08/2014	HOSPITAL PURCHASING SERVICE	2014-2015 DUES	205-301-920.410	146.28
					<u>2,143.75</u>
52731	07/08/2014	HOWARD L SHIFMAN PC	INVOICE 12139 THROUGH MAY 31, 2014	L 260-270-801.020	1,035.00
52732	07/08/2014	IMPERIAL SUPPLIES LLC	L76022 SHOP SUPPLIES	588-699-726.050	336.43
52733	07/08/2014	IMPREST CASH, OTSEGO COUNTY BUS 0962 TOKENS; 0963 PLATES; 0964 CLIPS		588-699-726.000	19.52
52733	07/08/2014	IMPREST CASH, OTSEGO COUNTY BUS 0962 TOKENS; 0963 PLATES; 0964 CLIPS		588-699-726.025	11.96
					<u>31.48</u>
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	101-301-726.000	15.79
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	101-301-726.050	13.05
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	101-301-930.450	3.93
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	101-301-930.500	24.00
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	101-302-726.000	2.49
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	101-331-726.050	4.00
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	101-351-726.000	2.49
52734	07/08/2014	IMPREST CASH, OTSEGO COUNTY SHE	JUNE 2014 IMPREST CASH REIMBURSEME	205-301-920.400	6.50
					<u>72.25</u>

52735	07/08/2014	JIM WERNIG INC	12944 BUS #29; 12966 SHOP USE	588-699-726.050	2,978.25
52735	07/08/2014	JIM WERNIG INC	87753 BUS #27	588-699-920.400	243.00
					<u>3,221.25</u>
52736	07/08/2014	JIM'S ALPINE AUTOMOTIVE	INV# 1-641792 ONE QT 2-CYCLE ENGINE (	101-331-726.050	9.23
52737	07/08/2014	JODI SAUVE	CABIN REFUND	208-440-652.045	210.00
52738	07/08/2014	JOE'S SIGNS	4203 SIGNS FOR IRONTONE SPRINGS	208-752-726.050	650.00
52739	07/08/2014	JOHNSTON'S LANDSCAPING LLC	COURTHOUSE SOD	637-265-726.050	3,200.00
52740	07/08/2014	KEVAN D FLORY	HO-0812-121991 FINAL INSPECTION	233-690-940.010	200.00
52741	07/08/2014	LISTVAN PLUMBING & HEATING	INV#111172	281-537-920.400	107.00
52741	07/08/2014	LISTVAN PLUMBING & HEATING	111192 ANNUAL INSPECTION	588-699-940.010	232.00
					<u>339.00</u>
52742	07/08/2014	MAC TOOLS	80440 NEW TOOL	588-699-726.050	40.65
52743	07/08/2014	MEYER ACE	#6521	208-752-726.000	312.60
52743	07/08/2014	MEYER ACE	#6521	209-751-726.000	13.99
					<u>326.59</u>

52744	07/08/2014	MI COUNTIES WORKERS COMPENSATI Q3 2014 INVOICE 9666 MEMBER # 736	704-000-231.270	16,913.00
52745	07/08/2014	MICHIGAN DEPT OF TRANSPORTATION INVOICE# AF 366882	499-901-970.300	55.40
52746	07/08/2014	MICHIGAN STATE POLICE BFS-CASHIER LIVESCAN FEE'S FINGERPRINTS #551-4195	701-000-228.017	370.50
52747	07/08/2014	MID NORTH PRINTING INC	2014 AIRSHOW SPONSOR GUIDE 282-537-930.300	4,622.70
52748	07/08/2014	MID STATES BOLT & SCREW CO	30350129 JIMMY **TOWELS 588-699-726.025	151.42
52749	07/08/2014	MPELRA	AMF-2014-SO37 MPELRA 7-1-14 - 6-30-15 645-270-930.600	25.00
52750	07/08/2014	MSU EXTENSION BUSINESS OFFICE	APRIL-JUNE 2014 MOA 101-261-940.010	19,124.50
52751	07/08/2014	MUNICIPAL EMPLOYEES RETIREMENT SUPP VALUATION TO TRANSFER TWO COL	101-131-704.300	400.00
52752	07/08/2014	NEW CENTURY SIGNS	SHERIFF EXP #697 266-901-970.420	457.93
52752	07/08/2014	NEW CENTURY SIGNS	AIRSHOW BANNERS, SIGNS, BADGES, DEC. 282-537-930.300	2,014.60
				----- 2,472.53
52753	07/08/2014	NG INK SCREEN PRINT & DESIGN	WORK CAMP VEST SCREEN PRINTING #101 205-301-726.046	105.00
52754	07/08/2014	NORTHERN CREDIT BUREAU	INV #10072, MAY CREDIT REPORTS 233-690-930.150	20.00

52755	07/08/2014	NORTHERN MICHIGAN LIFT SERVICE	253783 FLOOR LIFTS	588-699-726.050	752.16
52756	07/08/2014	NORTHERN MICHIGAN REVIEW	ACCT#14120357	101-101-930.300	52.50
52757	07/08/2014	NORTHERN SEALANT SYSTEMS	COURTHOUSE ROOF REPAIR	499-901-970.300-CTY_ROOF_	2,465.00
52758	07/08/2014	NORTHERN STAR BROADCASTING	2014 AIRSHOW RADIO ADVERT	282-537-930.300	999.96
52759	07/08/2014	NORTHERN TECH SUPPLY	NT16362B SHOP**BALANCE DUE	588-699-726.050	33.44
52760	07/08/2014	NORTHWEST MICHIGAN COMMUNITY DENTAL SERV F/RAY/HIGLEY		101-351-930.470	390.00
52761	07/08/2014	OMS COMPLIANCE SERVICES INC	75293 75294 75347 RANDOM AND PREEI	101-215-726.000	79.50
52761	07/08/2014	OMS COMPLIANCE SERVICES INC	75293 75294 75347 RANDOM AND PREEI	588-699-940.010	125.75
					----- 205.25
52762	07/08/2014	OSCODA REGION II ACCOUNTING	DHS BOARD EXPENSES	101-961-999.000	284.00
52763	07/08/2014	OTSEGO COUNTY ABSTRACT COMPAN INV 69-33342	TITLE INSURANCE, HO-0812	233-690-940.010	261.00
52764	07/08/2014	OTSEGO COUNTY BUS SYSTEM	WORK CAMP VAN REPAIR #804/813	205-301-726.050	43.24
52765	07/08/2014	OTSEGO COUNTY TREAS	JURY BOX REIMB 7/1/14	101-145-930.930	16.50

52766	07/08/2014	OTSEGO MEMORIAL HOSPITAL CLINIC	INMATE MED SERVICES WALK IN CLINIC #101-351-930.470	2,487.00
52767	07/08/2014	OTWELL MAWBY PC	14960 TEST FOR ASBESTOS 208-752-726.050	300.00
52767	07/08/2014	OTWELL MAWBY PC	HO-0812-121990 LEAD-BASED PAINT INSP 233-690-940.010	475.00
				----- 775.00
52768	07/08/2014	PAK MAIL CENTERS OF AMERICA	AS400 REPLACEMENT TAPES SENT TO DM 101-131-930.450	35.34
52769	07/08/2014	PENELOPE SHEPHERD	PEPLE V BRUCE ALLEN COOPER 2/6/14 PR 101-131-801.030	123.80
52770	07/08/2014	PEPSI BEVERAGE COMPANY	2014 WINGS OVER GAYLORD AIRSHOW B1 282-537-726.000	1,414.00
52771	07/08/2014	PERPICH CAPITAL GROUP INC	0611144509 SHOP TOOLS 588-699-726.050	11.25
52772	07/08/2014	PRO-BUILD	PARTS 281-537-920.400	39.10
52773	07/08/2014	RITE AID PHARMACY #1663	#3121732 INMATE PHARMACY OTC 6/5/1 101-351-726.035	14.83
52774	07/08/2014	RIVER CITY RENOVATIONS INC	HO-0812-121991 HOUSING PROJECT COM 233-690-940.010	13,478.00
52775	07/08/2014	SCHMUCKAL OIL CO	AIRSHOW SMOKE OIL AND AIRCRAFT OIL I 282-537-930.664	2,072.00

52776	07/08/2014	SECURUS TECHNOLOGIES T-NETIX	INMATE PHONE TIME #IDA00011830/112	101-351-930.210-INMT0000C	1,870.00
52777	07/08/2014	SMITH ADVERTISING INTL LLC	2014 AIRSHOW FACE BOOK ADVERTS	282-537-930.300	500.00
52778	07/08/2014	SOUL PURPOSE COUNSELING & CONSI	JUNE 2014 DRUG COURT GROUP COUNSE	101-133-940.010	880.00
52779	07/08/2014	SPARTAN SEWER & SEPTIC TANK SERV	POLY JOHN RENTALS	208-752-920.200	90.00
52779	07/08/2014	SPARTAN SEWER & SEPTIC TANK SERV	POLY JOHN RENTALS	209-751-726.000	90.00
52779	07/08/2014	SPARTAN SEWER & SEPTIC TANK SERV	AIRSHOW TOILET RENTALS (20) REG (2) H/	282-537-940.010	1,600.00
					<u>1,780.00</u>
52780	07/08/2014	STAPLES BUSINESS ADVANTAGE	DET 1046110	101-000-106.000	194.95
52781	07/08/2014	STATE OF MICHIGAN	INV# 551-419024 STATE PORTION 2014 S	701-000-228.018	90.00
52782	07/08/2014	STEPHNIE MARIE GODMAR	GUARDIANSHIP REVIEW ON 6/24/14	101-131-930.830	30.00
52783	07/08/2014	STEVE DIEBEL	#6 FIREWOOD	208-752-726.000	162.50
52784	07/08/2014	STUCKMAN TREE SERVICE INC	6293 FINISHED TREE WORK AT IRONTONE	208-752-726.050	1,800.00
52785	07/08/2014	TELE-RAD	INV#856382	261-427-940.010	2,636.95
52785	07/08/2014	TELE-RAD	INV#856256	261-901-970.435	874.97
					<u>3,511.92</u>

52786	07/08/2014	TELEPHONE SUPPORT SYSTEMS INC	REPAIR PHONE MAILBOXES 250, 228, 205, 101-131-920.400		167.99
52787	07/08/2014	THOMAS J PUDVAN	MEDICAL EXAMINER SERVICES	101-648-801.020	741.67
52787	07/08/2014	THOMAS J PUDVAN	MEDICAL EXAMINER SERVICES	101-648-930.210	40.00
52787	07/08/2014	THOMAS J PUDVAN	MEDICAL EXAMINER SERVICES	101-648-930.500	23.00
					----- 804.67
52788	07/08/2014	UCMAN	WORK CAMP CONNECTIVITY FEE'S #1360	205-301-726.000	16.00
52789	07/08/2014	UP NORTH MEDICAL CENTERS	INMATE MED SERV F/RICKNER #90637	101-351-930.470	200.00
52790	07/08/2014	UPPER LAKES TIRE	INV# 219121-94	281-537-920.400	84.78
52791	07/08/2014	UPS	SHIPPING FILE TRANSFERRED TO SAGINAV	101-215-930.450	13.28
52792	07/08/2014	VALLEY TRUCK PARTS	3-1188455 STOCK	588-699-726.050	255.00
52793	07/08/2014	VERIZON WIRELESS	JUNE 2014 CELL PHONE	101-301-930.230	129.66
52793	07/08/2014	VERIZON WIRELESS	JUNE 2014 CELL PHONE	101-351-930.230	59.64
52793	07/08/2014	VERIZON WIRELESS	JUNE 2014 CELL PHONE	205-301-930.210	119.28
52793	07/08/2014	VERIZON WIRELESS	JUNE 2014 CELL PHONE	208-752-930.230	153.80
52793	07/08/2014	VERIZON WIRELESS	JUNE 2014 CELL PHONE	261-427-930.230	38.01
52793	07/08/2014	VERIZON WIRELESS	JUNE 2014 CELL PHONE	281-537-930.230	59.64
52793	07/08/2014	VERIZON WIRELESS	9727327651 MAY	588-699-930.210	74.98
52793	07/08/2014	VERIZON WIRELESS	JUNE 2014 CELL PHONE	645-172-930.230	63.08
					----- 698.09

52794	07/08/2014	WASH N GO MANAGEMENT INC	INV# 10157 VEHICLE WASHES MAY 27 - JU 101-301-920.410	15.00
52794	07/08/2014	WASH N GO MANAGEMENT INC	INV# 10157 VEHICLE WASHES MAY 27 - JU 212-430-920.410	5.00
				<u>20.00</u>
52795	07/08/2014	WASTE MANAGEMENT	GARBAGE BILLS 208-752-920.200	330.80
52795	07/08/2014	WASTE MANAGEMENT	7344737-1838-9 JUNE 588-699-940.010	138.86
52795	07/08/2014	WASTE MANAGEMENT	COUNTY BUILDING 637-265-920.410	188.79
				<u>658.45</u>
52796	07/08/2014	WMJZ	WINGS OVER GAYLORD 2014 AIRSHOW R/ 282-537-930.300	1,000.00
52797	07/08/2014	ZAREMBA EQUIPMENT INC	W 46433 REPLACE AND INSTALL NEW MO 208-752-726.050	79.98
52797	07/08/2014	ZAREMBA EQUIPMENT INC	S 79228 STOCK; S 79336 BUS #7 588-699-726.050	209.77
				<u>289.75</u>
		TOTAL - ALL FUNDS	TOTAL OF 116 CHECKS (1 VOIDED)	168,537.79
			VOIDED CHECK	(61.39)
			NET CASH DISBURSEMENT	168,476.40

Fund	Amount
<hr/>	
Total for fund 101 GENERAL FUND	37,894.41
Total for fund 205 WORK CAMP	436.30
Total for fund 208 PARKS AND RECREATIO	7,619.43
Total for fund 209 GROEN NATURE PRESEI	145.08

Total for fund 212 ANIMAL CONTROL	5.00
Total for fund 226 RECYCLING FUND	18,436.50
Total for fund 294 VETERANS' TRUST FUNI	1,792.96
Total for fund 233 HUD GRANT FUND	14,434.00
Total for fund 241 GYPSY MOTH CONTROL	11,232.00
Total for fund 256 REGISTER OF DEEDS AU	628.00
Total for fund 260 LEGAL DEFENSE FUND	1,035.00
Total for fund 261 911 SERVICE FUND	5,888.53
Total for fund 266 EQUIPMENT FUND	457.93
Total for fund 281 AIRPORT	14,515.20
Total for fund 282 AIRPORT SPECIAL EVEN	15,905.91
Total for fund 499 CAPITAL PROJECTS FUN	6,750.40
Total for fund 516 DELINQUENT TAX REVC	41.25
Total for fund 588 TRANSPORTATION FUN	7,469.52
Total for fund 616 HOMESTEAD AUDIT FU	3,000.00
Total for fund 637 BUILDING AND GROUN	3,388.79
Total for fund 645 ADMINISTRATIVE SERVI	88.08
Total for fund 701 GENERAL AGENCY	460.50
Total for fund 704 PAYROLL IMPREST FUN	16,913.00
TOTAL - ALL FUNDS	168,537.79
LESS VOIDED CHECK	(61.39)
NET WARRANT AMOUNT	168,476.40

(Updated 12/2011)

## AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_ between the Owner (herein referred to as SPONSOR),

Otsego County – Gaylord Regional Airport  
1100 Aero Drive  
Gaylord, MI 49735

and the Planning Consultant (herein referred to as the CONSULTANT),

Mead & Hunt, Inc.  
2605 Port Lansing Road  
Lansing, Michigan 48906

for the following PROJECT:

Libke Ball Fields Land Release

WHEREAS, the SPONSOR proposes to have professional planning services performed for the above described project;

AND WHEREAS, the SPONSOR has caused a review to make of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

AND WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereafter in this Agreement;

AND WHEREAS, the SPONSOR shall compensate the CONSULTANT, in accordance with the Terms and Conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements to be performed by the respective parties hereto, IT IS AGREED by and between the SPONSOR and the CONSULTANT as follows:

### **Article 1 – Description of Work to be Done**

#### **Element 1.1 – CONSULTANT Services**

Services to be furnished by the CONSULTANT to the SPONSOR together with the obligations of the SPONSOR or SPONSOR's Agent (Michigan Department of Transportation, Airport's Division - hereafter referred to as AERO) to furnish certain information and data that shall consist of the elements described in Attachment "A", Scope of Work, dated May 16, 2013, attached hereto and made a part hereof.

#### **Element 1.2 – Subconsultant Services**

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement that shall meet the written approval of the SPONSOR. Costs of subconsultant services shall be included in Element 3.1 - Fee.

### **Article 2 – Time of Beginning and Completion**

#### **Element 2.1 – Time for Beginning**

Upon acceptance of this Agreement by both the SPONSOR and the CONSULTANT, the CONSULTANT shall have fifteen (15) calendar days from the date of notification to proceed in which to organize and actually commence work.

(Updated 12/2011)

### **Element 2.2 – Time for Completion**

The estimated time for the CONSULTANT to complete the work in Article 1 of this agreement, ready for submission of final report and drawings to the SPONSOR for final SPONSOR's approval is approximately 4 months with the exception of MDOT AERO or FAA approval, from the date the CONSULTANT actually starts work. This time frame does not include estimated time for FAA or AERO airspace review. The planned work schedule is attached as Attachment "B". The CONSULTANT shall report his progress to the SPONSOR with monthly progress reports to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary. Changes in time for completion shall be in accordance with Element 4.4.

### **Article 3 – Payment**

#### **Element 3.1 – Fee**

The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Agreement as follows:

A not-to-exceed fee of Nine Thousand Nine Hundred Seventy and 33/100 Dollars (\$9,970.33) shall be paid to the CONSULTANT for services reflected in Attachment "A", Scope of Work. A breakdown of the cost is included in Attachment "C". Any additional services will be negotiated on a project basis as separate contract amendments to this agreement.

The fee described above shall be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions.

#### **Element 3.2 – Progress Payments**

Progress payments for completed work shall be based on a time and expenses basis. All charges for services shall be due and payable upon receipt of an invoice by the SPONSOR.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

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

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in Attachment "G", dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

(Updated 12/2011)

## **Article 4 – Miscellaneous Provisions**

### **Element 4.1 – Design Standards**

The CONSULTANT shall follow insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, the SPONSOR's Agent and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT shall be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

### **Element 4.2 – Ownership of Documents**

Documents prepared or obtained by the CONSULTANT, such as reports, exhibits, photographs, slides, computer files, tracings, plans, maps, sketches, and drawings as provided under the terms of this Agreement shall be the property of the SPONSOR. Completed original documents as provided under the terms of this Contract will be submitted in final form, and will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the CONSULTANT will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

### **Element 4.3 – Changes in Work**

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work herein provided, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Agreement. The amendment shall describe the change in work, any adjustment in fixed fee, work, schedule and/or payment schedule, herein. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT prior to doing the work.

### **Element 4.4 – Delays and Extensions**

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

### **Element 4.5 – Insurance and Liability**

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and shall, upon request, show proof of compliance with this requirement.

### **Element 4.6 – General Compliance With Laws**

Unless otherwise specified, this Agreement shall be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all Federal, State and Local laws, rules and regulation applicable to the work.

### **Element 4.7 – Subletting, Assignment and Transfer**

(Updated 12/2011)

The SPONSOR and the CONSULTANT each binds himself, his partners, successors, assignees and legal representatives to the other party to this Agreement and to the Partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the SPONSOR nor the CONSULTANT shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

**Element 4.8 – CONSULTANT’s Endorsement**

The CONSULTANT shall seal and sign the final plans furnished to the SPONSOR.

**Element 4.9 – Disputes**

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT shall be settled through standard court actions.

**Element 4.10 – Responsibility for Claims and Liability**

The CONSULTANT shall save harmless the SPONSOR, SPONSOR’s Agent, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subconsultants.

**Element 4.11 - Assignment of Antitrust Rights**

With regard to claims based on goods or services that were used to meet the CONSULTANT’s obligation to the SPONSOR or AERO under this Agreement, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT’s obligation to the MDOT under this Agreement due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The CONSULTANT will notify the SPONSOR if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT’s obligation to the SPONSOR or AERO under this Agreement may have occurred or is threatened to occur. The CONSULTANT will also notify the SPONSOR or AERO if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CONSULTANT’s obligation to the SPONSOR or AERO under this Agreement.

**Element 4.12 – Prohibition of Discrimination in State Contracts**

The CONSULTANT hereby agrees to comply with the requirements of Attachment “D”, attached hereto and made a part hereof.

**Element 4.13 – Additional Provisions**

Not applicable

**Element 4.14 – Non-Construction Requirements / Federal Required Clauses**

The CONSULTANT hereby agrees to comply with the requirement of the Non-construction requirements of Attachment “E”, attached hereto and made a part hereof.

(Updated 12/2011)

IN WITNESS WHEREOF, the parties hereto have fixed their hand this day and date first written.

ACCEPTED BY THE SPONSOR

\_\_\_\_\_  
Witness

Otsego County-Gaylord Regional Airport  
SPONSOR

1100 Aero Drive  
Street Address

Gaylord, MI 49735  
City, State, Zip Code

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Authorized Representative

ACCEPTED BY THE CONSULTANT

Ronj. Engel  
Witness

\_\_\_\_\_  
Mead & Hunt, Inc.

2605 Port Lansing Road  
Street Address

Lansing, MI 48906  
City, State, Zip Code

2/1/14  
Date

BY: Stephanie A. Ward  
Stephanie A.D. Ward, Vice President

(Updated 12/2011)

***INCLUDE THIS PAGE IN ALL CONTRACTS!!***

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment F. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

**SCHEDULE OF ATTACHMENTS**

Attachment A	Scope of Work/Services
Attachment B	Work Schedule
Attachment C	Cost Breakdown
Attachment D	Prohibition of Discrimination in State Contracts
Attachment E	Non Construction Requirement Clauses
Attachment F	Additional Provisions – FAA - ARP SOP 3.00
Attachment G	Prime CONSULANT Statement of DBE Subconsultant Payments

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**  
**LAND RELEASE DOCUMENTATION**  
**LIBKE BALL FIELDS**  
**GAYLORD REGIONAL AIRPORT**

**Project Understanding**

The Gaylord Regional Airport, owned by Otsego County, has begun a process to address the presence of baseball fields on property that was intended for aeronautical purposes. These fields, while in existence for more than 25 years, have been identified by the Michigan Department of Transportation (MDOT) Office of Aeronautics (AERO) as being a land use that should not be taking place on property considered to be airport property. Consequently, MDOT AERO has instructed the Airport to undertake a process known as a land release to request the removal of this area from the purview of the Airport and the aeronautical use.

This scope of services is based on conversations with the Gaylord Regional Airport Manager and information sent provided by varies email communications through late 2013 and early 2014. The intent of this land release will be to develop the necessary package for MDOT AERO and Federal Aviation Administration (FAA) consideration to approximately 12.56 acres of property at the Gaylord Regional Airport.

**Scope of Services**

After receipt of authorization to proceed, the CONSULTANT shall utilize the information provided by the Airport to complete a three step process to provide the necessary materials for the requested land release of approximately 12.56 acres of property located on Van Tyle Road, within Bagley Township, Gaylord, Michigan west of the approach to Runway 18 at the Gaylord Regional Airport. This will be developed as a full release from both aeronautical use as well as from "ownership" by the Airport to the ownership of the County.

Using Chapter 22 of FAA Order 5190.6B Airport Compliance Manual as a guide, along with the MDOT AERO Guidelines for Land Releases, the CONSULTANT will prepare a package for submittal to the MDOT AERO/FAA for consideration. The CONSULTANT, using data provided by the Airport, as well as additional resources, where appropriate, will address the 16 primary questions/data points required by the FAA for consideration in a land release process. These include:

- (a) What agreement (s) with the United States are involved?
- (b) What specifically is being requested (long-term lease for non-aeronautical purpose, release, transfer sale, etc.)?
- (c) Why the release, modification, amendment or other action is requested?
- (d) What facts and circumstances justify the request?

- (e) What requirements of the state or local law should be provided in the language of a FAA issued document if the consented to or granted?
- (f) What property or facilities are involved?
- (g) How was the property acquired or obtained by the airport owner?
- (h) What are the present condition and what present use is made of any property or facilities involved?
- (i) What use or disposition will be made of the property or facilities?
- (j) What is the Fair Market Value (FMV) of the property or facilities? (include copy of current appraisal)
- (k) What proceeds are expected from the use or disposition of the property and what will be done with any net revenues derived? (certify compliance with the FAA's Revenue Use Policy, dated 2/16/99)
- (l) Provide a comparison of the relative advantage or benefit to the airport from the sale or other disposition as opposed to retention for rental income.
- (m) Provide a plan identifying the intangible benefits (see FAA's Revenue Use Policy, dated 2/16/99), if any, accruing to the airport, the amount attributed to the intangible benefits of the merit of their application as an offset against the FMV of the property to be released. The plan should also include as a minimum
  - (i) a statement of the airport's source and application of funds for the preceding three (3) years
  - (ii) a statement of future sources and application of funds needed for the continued operation and maintenance of the airport,
  - (iii) a financial statement of financial capabilities and intent to accomplish the airport development included in the current NPIAS, and
  - (iv) Must be shown to be in accordance with the ALP.
- (n) Metes and bounds description of the property to be released.
- (o) Sketch or drawing of the property and its location.
- (p) Environmental review status and determination if applicable.

Specific Tasks to be undertaken include:

**Task 1 – Project Management**

Prior to initiating work in Task 2, the CONSULTANT will review all of the resources made available by the Airport to confirm that Mead & Hunt is briefed on the existing work that has been undertaken by the Airport. This is expected to include background (history) information and the fair market value appraisal.

Project management tasks will continue over the course of the project which is expected to cover 4 months from issuance of a notice-to-proceed to completion of the land release package and submittal to the MDOT AERO for consideration.

### **Task 2 – Develop Land Release Package**

Using the data provided by the Airport, the CONSULTANT, will develop a draft land release package. This will include providing a boundary survey of the subject parcel. Mead & Hunt will conduct a cursory environmental review that is expected to result in the completion of a Categorical Exclusion (Cat Ex) using data provided from existing environmental documents such as the EA completed for the extension of Runway 18/36 and limited engagement with local/state environmental agencies. No above-ground historical or below-ground archeological surveys will be completed as part of this scope of work, nor will any wetland boundary surveys, noise contours or air quality assessments. Should those be deemed necessary, a separate scope and fee will be prepared and added to the scope of services by amendment.

### **Task 3 – Revise Land Release Package**

The draft package will be provided to the Airport for consideration. Upon receipt of any comments, the CONSULTANT will make any necessary edits, based upon Airport comments, and then forward the electronic version of the package to the Airport for submission to the FAA for consideration.

Assuming approval of the land release by the FAA, the Airport will need to have their current ALP and the Exhibit "A" Property Map updated to illustrate the approval of the land release. The CONSULTANT will perform that task as part of a separate contract that will focus on the creation of a new Exhibit "A" Property Map.

## **Responsibilities of Gaylord Regional Airport**

This Scope of Services and Compensation is based on Gaylord Regional Airport performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
- Current fair-market value appraisal of the property
- Electronic copies of the existing Airport Layout Plan and the Exhibit "A" Property Map
- Provide access to any environmental studies that have previously been completed that will provide insight regarding any environmental issues with the subject property

## **Project Schedule**

Mead & Hunt will begin work on the data collection within 15 days of receipt of a notice-to-proceed. Within 90 days from commencement of work, Mead & Hunt will provide the draft land release package to the Airport for review. A 15 day review window is anticipated by the Airport. After receipt of comments,

Mead & Hunt will have up to 2 weeks to make any necessary revisions and resubmit the package in an electronic format to the Airport for distribution to the FAA.

The FAA review period is likely to take at a minimum 90 days as notice in the Federal Register is anticipated, however, Mead & Hunt can make no specific guarantees related to the time necessary for FAA review and comment, nor their approval or denial of the land release request. Upon receipt of an anticipated approval by the FAA, Mead & Hunt will have up to 30 days, from receipt of comments from the FAA, via the Airport, to make the updates to the ALP set and the Exhibit "A" Property Map.

Should the land release not be approved, the update of the ALP and the Exhibit "A" would not be required.

### **Authorization**

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Gaylord Regional Airport and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the Contract for Professional Services (Contract No. 2010-11-151).

## **ATTACHMENT "B"**

### **WORK SCHEDULE**

Receive Notice to Proceed (NTP)

- Work shall commence within 15 working days.

1-2 Months from commencing work

- On-site review of existing deeds, drawings, easements, etc.
- Identify specific parcel numbers
- Conduct boundary survey

2-3 Months from commencing work

- Present draft package to Airport for review

3-4 Months from commencing work

- Revise package based upon Airport comments and submit to MDOT AERO for consideration

Total project time is expected to cover approximately 12 months including MDOT AERO and FAA review times.



(Updated 12/2011)

**ATTACHMENT D  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, will contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this Contract, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will be given the option by the Civil Rights Commission to participate in such proceedings.

(Updated 12/2011)

9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

(Updated 12/2011)

**Attachment E**  
**NON-CONSTRUCTION REQUIREMENT CLAUSES**

**Appendix B**  
*(Aeronautics)*  
**CIVIL RIGHTS ACT OF 1964, TITLE VI – 49 CFR PART 21**  
**CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SPONSOR or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the SPONSOR or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the SPONSOR will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the SPONSOR or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Updated 12/2011)

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL CIVIL RIGHTS PROVISIONS  
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport SPONSOR or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS  
49 CFR PART 18.36(i)**

The Contractor will maintain an acceptable cost accounting system. The Contractor agrees to provide the SPONSOR, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

**RIGHTS TO INVENTIONS  
49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR of the Federal grant under which this contract is executed.

**Appendix C**

Assurances that Recipients and Contractors Must Make  
(Excerpts from US DOT Regulation 49 CFR § 26.13)  
(Revised October 1, 2005)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor

(Updated 12/2011)

to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**  
**49 CFR Part 20, Appendix A**

(1) No Federal appropriated funds will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**TRADE RESTRICTION CLAUSE**  
**49 CFR PART 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(Updated 12/2011)

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**TERMINATION OF CONTRACT**  
**49 CFR Part 18.36(i)(2)**

For all contracts in excess of \$10,000:

- a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.
- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**49 CFR Part 29**

For all contracts in excess of \$25,000:

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it will attach an explanation to this solicitation/proposal.

**BREACH OF CONTRACT TERMS**  
**49 CFR Part 18.36**

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**CLEAN AIR AND WATER POLLUTION CONTROL**  
**49 CFR Part 18.36(i)(12)**  
**(April 14, 2008)**

Contractors and subcontractors agree for all contracts in excess of \$100,000:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(Updated 12/2011)

relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

(Updated 12/2011)

**ATTACHMENT F  
ADDITIONAL PROVISIONS**

**Attachment G**

**Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments**

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime CONSULTANT in meeting contractual obligations to DBEs.

PRIME CONSULTANT:  CHECK IF PRIME IS AUTHORIZATION NO. CONTRACT NO.  
 MDOT-DBE CERTIFIED

BILLING PERIOD:  Check if Final Payment JOB NO.

CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

*As the authorized representative of the above prime CONSULTANT, I state that to the best of my knowledge, this information is true and accurate.*

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE) TITLE DATE

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE) DATE

**SPECIAL NOTE: "Prime CONSULTANT or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.**

## INSTRUCTIONS

### **PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:**

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subCONSULTANTS. Complete and submit to the Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subCONSULTANT during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

For "Cumulative Dollar Value of Services Completed" report the total amount the subCONSULTANT has earned since beginning this project.

For "Deductions," report deductions made by the prime CONSULTANT to the subCONSULTANT's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subCONSULTANT according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subCONSULTANT for services completed.

For "Actual Amount Paid During this Reporting Period" report actual payments made to the subcontractor for services during this reporting period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT CONTRACT ADMINISTRATOR:**

Complete "Comments" if necessary, sign, date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development  
P.O. Box 30050  
Lansing, Michigan 48909  
Questions about this form? call Toll-free, 1-866-DBE-1264